



REGISTERED OFFICE:

302, HUBTOWN SOLARIS, N.S. PHADKE ROAD,
NEAR EAST WEST FLY OVER, ANDHERI (E), MUMBAI - 400 069.

TEL.: 022-6171 7500 • FAX: 022-2683 6321

EMAIL: info@dhankisecurities.com / igrm@dhankisecurities.com

Website: www.dhankisecurities.com

INVESTOR GRIEVANCES EMAIL: investors@dhankisecurities.com

COMPLIANCE OFFICER EMAIL: compliance@dhankisecurities.com

CIN: U67120MH1997PTC111852

CLIENT REGISTRATION FORM KIT

Client Name : _____

Address : _____

Phone No. : _____ Mobile No.: _____

Fax : _____ E-mail: _____

Client Code : _____

Exchange : BSE / NSE _____

ACCOUNT OPENING KIT INDEX

| S. No. | Name of the Document | Brief Significance of the Document | Page No. |
|--|---|---|----------|
| MANDATORY DOCUMENTS AS PRESCRIBED BY SEBI & EXCHANGES | | | |
| 1 | Account Opening Form | Saral only For Resident Individuals Trading in Cash Segment | 3 - 7 |
| 2 | Account Opening Form | A. KYC form - Document captures the basic information about the constituent and an instruction/ check list. | 9 - 17 |
| | | B. Document captures the additional information about the constituent relevant to trading account opening process | 18 -23-A |
| 3 | Rights and Obligations | Document stating the Rights & Obligations of stock broker/trading member, sub-broker and client for trading on exchanges (including additional rights & obligations in case of internet/wireless technology based trading). | 26 - 31 |
| 4 | Risk Disclosure Document (RDD) | Document detailing risks associated with dealing in the securities market. | 32 - 36 |
| 5 | Guidance note | Document detailing do's and don'ts for trading on exchange, for the education of the investors. | 37 - 38 |
| 6 | Policies and Procedures | Document describing significant policies and procedures of the stock broker. | 39 - 42 |
| 7 | Tariff sheet | Document detailing the rate/amount of brokerage and other charges levied on the client for trading on the stock exchange(s). | 43 |
| VOLUNTARY DOCUMENTS AS PROVIDED BY THE STOCK BROKER | | | |
| 8 | Running account Authorisation | Authority to the Trading Member to maintain a running account | 44 |
| OTHER DOCUMENTS | | | |
| 9 | Educative write up on Anti Money Laundering & PMLA | | 45 - 48 |
| 10 | Acknowledgement / Confirmation of Receipt of executed set of KYC Documents Provided by me/us after verification, Acceptance, Execution by Dhanki Securities Pvt. Ltd. | | |

I/we have fully understood the distinction and details regarding the Mandatory / Non-Mandatory documents and do hereby enter and sign the same.

Individual & Non Individual FATCA-CRS Form attached - As per format

Signature of the Client:

PS:-SCORES Link:-<https://scores.sebi.gov.in> - Procedure, Benefits & FAQ attached
Investor Charter - Stock Brokers, Online Resolution of Disputes in the Indian Securities Market - SMART ODR



Securities Pvt. Ltd.
Member : BSE Ltd. & NSE Ltd.

CIN: U67120MH1997PTC111852

NAME OF THE STOCK BROKER/TRADING MEMBER/CLEARING MEMBER:

DHANKI SECURITIES PVT. LTD.

Member : Bombay Stock Exchange Ltd.
National Stock Exchange of India Ltd.

Registered & Correspondence Office Address:
302, Hubtown Solaris, N.S. Phadke Road,
Near East West Fly Over, Andheri (E), Mumbai - 400 069.
Tel.: 022-6171 7500 • Fax: 022-2683 6321
Email : info@dhankisecurities.com,
Investor Grievances Email: investors@dhankisecurities.com
Website: www.dhankisecurities.com

CLEARING MEMBERS'S (NSE F & O)
ICICI Bank Limited Securities Market Services
01st Floor, Empire Complex
414, Senapati Bapat Marg, Lower Parel - 400013
CIN : L65190GJ1994PLC021012
SEBI Reg. No. INZ000197438
Tel : 022 - 66672069
Fax : 66672779 \ 2740

SEBI Registration No.

| | | | |
|------------------------|----------------|-----------------|----------------------|
| BSE Cash Segment | : INZ000237338 | Dt.: 31-12-1997 | } Clearing No.: 0712 |
| BSE Derivative Segment | : INZ000237338 | Dt.: 20-06-2000 | |
| NSE Capital Segment | : INZ000237338 | Dt.: 07-06-2000 | } Member Code: 09956 |
| NSE F & O Segment | : INZ000237338 | Dt.: 15-11-2000 | |

Compliance Officer Name : Mr. Jatin G. Shah
Telephone : 022-6171 7501
Email ID : compliance@dhankisecurities.com

CEO Name : Mr. Bharat V. Dhanki
Telephone : 022-6171 7585
Email ID : info@dhankisecurities.com

For any grievance/dispute, please contact Stock Broker Dhanki Securities Private Limited or
Email ID: investors@dhankisecurities.com and Tel. No.: 91-022-6171 7500

In case not satisfied with the response, please contact the concerned exchange(s) Investors Service Cell

Name of the Exchanges:

Bombay Stock Exchange Ltd. (BSE)
Email: is@bseindia.com • Tel.: 91-022-2272 8097

National Stock Exchange of India Ltd. (NSE)
Email: ignse@nse.co.in • Tel.: 1800220058

This Document is Mandatory

(This information is the sole property of the Dhanki Securities Pvt. Ltd. / brokerage house and would not be disclosed to anyone unless required by law or except with the express permission of clients)

All columns are to be filled in by the clients and copies of relevant supporting documents need to be Self attested or certified Truecopy attached by the clients. Kindly sign where 'X' Marked.

DHANKI SECURITIES PVT. LTD.

Member : Bombay Stock Exchange Ltd.
National Stock Exchange of India Ltd.

Registered & Correspondence Office Address:
302, Hubtown Solaris, N.S. Phadke Road,
Near East West Fly Over, Andheri (E), Mumbai - 400 069.
Tel.: 022-6171 7500 • Fax: 022-2683 6321
Email : info@dhankisecurities.com,
Investor Grievances Email: investors@dhankisecurities.com
Website: www.dhankisecurities.com

CLEARING MEMBER'S (NSE F & O)
ICICI Bank Limited Securities Market Services
01st Floor, Empire Complex
414, Senapati Bapat Marg, Lower Parel - 400013
CIN : L65190GJ1994PLC021012
SEBI Reg.No. INZ000197438
Tel : 022 - 66672069
Fax : 66672779 \ 2740

SEBI Registration No.

| | | | |
|------------------------|----------------|-----------------|----------------------|
| BSE Cash Segment | : INZ000237338 | Dt.: 31-12-1997 | } Clearing No.: 0712 |
| BSE Derivative Segment | : INZ000237338 | Dt.: 20-06-2000 | |
| NSE Capital Segment | : INZ000237338 | Dt.: 07-06-2000 | } Member Code: 09956 |
| NSE F & O Segment | : INZ000237338 | Dt.: 15-11-2000 | |

X

PHOTOGRAPH
Please affix your
recent passport
size photograph
and sign
across it

KNOW YOUR CLIENT (KYC) APPLICATION FORM –
For Resident Individuals Trading in Cash Segment

CLIENT INFORMATION

Please fill this form in BLOCK LETTERS.

A. IDENTITY DETAILS

- Name of the Applicant: _____
- Father's/ Spouse Name: _____
- (a) Gender: Male/ Female (b) Marital status: Single/ Married
(c) Date of birth: _____ (dd/mm/yyyy)
- Nationality: _____
- (a) PAN: _____ (please enclose a duly attested copy of your PAN Card)
(b) Aadhaar Number, if any: _____
- Specify the proof of Identity submitted: _____

B. ADDRESS DETAILS1. Residence / Correspondence Address: _____

City/town/village: _____ Pin Code: _____

State: _____ Country: _____

2. Contact Details: Tel. (Off.) _____ Tel. (Res.) _____

Mobile No.: _____ Fax: _____ Email ID: _____

3. Permanent Address (if different from above address) _____

City/town/village: _____ Pin Code: _____

State: _____ Country: _____

4. Specify the proof of address submitted for Residence / Correspondence / Permanent address: _____
_____**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.

X _____

Signature of the Applicant

Name of the Applicant _____ Date: _____ (dd / mm / yyyy)

FOR OFFICE USE ONLY

Dhanki Securities Pvt. Ltd.

☐Originals verified and
Self Attested Document copies receivedIn-Person Verification (IPV):-
DHANKI SECURITIES PVT. LTD.

Name of the Employee: _____

Designation of the Employee: _____

Signature of the Employee: _____

Date & Time: _____ , _____ a.m./p.m.

For DHANKI SECURITIES PVT. LTD.

Signature of the Director / Authorised Signatory

Name : _____

Date

Seal/Stamp of DHANKI SECURITIES PVT. LTD.

OTHER DETAILS

For Individuals

A. Bank Account(s) Details (through which transactions will generally be routed.)

| | |
|--|---|
| Bank Name _____ | Bank Name _____ |
| Branch: _____ | Branch: _____ |
| Address: _____ | Address: _____ |
| _____ | _____ |
| Bank Account No: _____ | Bank Account No: _____ |
| MICR Number _____ | MICR Number _____ |
| Account Type: _____ | Account Type: _____ |
| (Savings / Current / NRI / NRE/ NRO / Others) | (Savings / Current / NRI / NRE/ NRO / Others) |
| RTGS / NEFT / IFSC Code : _____ | RTGS / NEFT / IFSC Code : _____ |
| (Copy of a cancelled Cheque leaf/pass book/bank statement containing name of the constituent should be submitted.) | |

B. Depository Account(s) Details (through which transactions will generally be routed.)

| | |
|--|--|
| Depository Participant Name: _____ | Depository Participant Name: _____ |
| _____ | _____ |
| Depository Name: NSDL/CDSL | Depository Name: NSDL/CDSL |
| Beneficiary Name: _____ | Beneficiary Name: _____ |
| _____ | _____ |
| DP ID _____ | DP ID _____ |
| Beneficiary ID (BO ID) _____ | Beneficiary ID (BO ID) _____ |
| _____ | _____ |
| (Please provide copy of Depository Account.) | (Please provide copy of Depository Account.) |

C. Trading Preferences:-

*Please sign in the relevant boxes where you wish to trade. The segment not chosen should be struck off by the client.

| Exchanges | Segments | | | |
|---|----------------|--|-------------|--|
| Bombay Stock Exchange Ltd. (BSE) | Cash | | Debt Market | |
| | | | | |
| National Stock Exchange of India Ltd. (NSE) | Capital Market | | Debt Market | |
| | | | | |

If, in future, the client wants to trade on any new segment/new exchange, separate authorization/letter should be taken from the client by the stock broker.

D. ADDITIONAL DETAILS (Facility subject to activated at our end for Electronic Contract Note, Internet Trading / Wireless Technology)

- Mode of receiving Contract Notice / Statement of Account : Physical / Electronic (Please indicate your Preference) _____

Specify your Email ID, if applicable: _____ X _____

- Whether you wish to avail of the facility of internet trading/ wireless technology (please specify): _____

D(i) SMS and Email alerts to investors by Stock Exchanges:-

Service opt for: (i) SMS ☐ (ii) Email ☐ (iii) SMS and Email ☐

Mobile No. _____ Email address _____

Signature of Client X _____

Client Declaration:

I do not have Email ID. X _____

I do not have Mobile No. X _____

I do not want to avail the above facility X _____

E. NOMINATION DETAILS (for individuals only)

☐

I wish to nominate

☐

I do not wish to nominate

Name of the Nominee: _____

Relationship with the Nominee: _____

PAN of Nominee: _____ Date of Birth of Nominee: _____

Address of the Nominee: _____

_____ Phone No: _____

F. If Nominee is a minor, details of guardian:

Name of guardian: _____

Address of Guardian: _____

_____ Phone No : _____

Signature of guardian: _____

WITNESSES (Only applicable in case the account holder has made nomination)

Name: _____

Name _____

Signature _____

Signature _____

Address _____

Address _____

DISCLOSURE:

Disclosure of Proprietary trading by Dhanki Securities Pvt. Ltd.

In Pursuance of SEBI Circular No. SEBI/MRD/SE/Cir-42/2003 dated November 19, 2003. with a view to increase the transparency in the dealings between the trading member and their clients, We Dhanki Securities Pvt. Ltd. hereby disclose to our clients that we do client based business and we also do proprietary trading in proprietary account.

X _____
Signature of the Applicant

Name of the Applicant _____ Date: _____ (dd / mm / yyyy)

DECLARATION:

1. I have understood the contents of the policy and procedures document tariff sheet 'Rights and Obligations' document and 'Risk Disclosure Document'. I do hereby agree to be bound by such provisions as outlined in these documents. I have also been informed that the standard set of documents has been displayed for Information on stock broker's designated website www.dhankisecurities.com

Date _____ (dd/mm/yyyy) _____
Signature of Applicant

DISCLOSURE :

Business Continuity Planning (BCP)/Disaster Recovery (DR):-

As per NSE Circular No. NSE/COMP/50610 dated 15th December 2021 and BSE Notice No. 20211215-63 dated 15th December 2021, We Dhanki Securities Private Limited do not fall in the above category, So we are not required to have a Business Continuity / DR plan under the existing regulatory provisions.

TRADING ACCOUNT OPENING PROCESS

Step-by-Step procedures for opening an account, filing a complaint on designated email id, and finding out the status of the complaint etc.

1. Fill in the application form

You will need to fill and signed at all the indicated places shown as mandatory with respective details in KYC form for opening a new trading account with Dhanki Securities Pvt. Ltd. You may also sign voluntary documents/authorization along with required details. You will need to submit a list of self - attested proofs/documents for Identify proof and Address Proof, such as PAN Card, Aadhar Card, Latest Bank account statement, Latest Demat account statement, latest Income proof, etc. You have to also indicate the segment details where you wish to trade.

If you are KRA and CKYC Compliant, you need to inform Dhanki Securities Pvt. Ltd. accordingly and we will fetch your basic KYC details available on KRAs and CERSAI.

You need to fill and signed FATCA-CRS Form, Nomination Form and also mention Email ID, Mobile No. etc in contact details. Your PAN should be link with your Aadhar card number. Further your KRA validation also need to be done.

2. Verification Process

You shall be provided the set of Policies and Procedures, Do's Don'ts, Investor Rights and Obligation, Risk Disclosure Document, Prevention of Money Laundering Literature, etc. by Dhanki Securities Pvt. Ltd. You need to read, understand and acknowledge by signing the acknowledgement page in the KYC document for records. The Dhanki Securities Pvt. Ltd. will conduct and in-person verification of you and your KYC documents.

3. Final Approval

Once your documents are verified, and the final formalities are completed, your new trading account will be opened in Exchanges and our Back office Broker's systems. You will be intimated by Email / Letter about the Unique Client ID for your account for executing trades along with segment.

Email id's to lodge complaint for any grievances/status of complaint/enquiry/query with Dhanki Securities Pvt.Ltd.

Investor Grievances email id - investors@dhankisecurities.com/igrm@dhankisecurities.com

Contact Number - 022-61717501/500

Exchanges - BSE - is@bseindia.com, 91-022-22728097

NSE - ignse@nse.co.in, 1800220058

The process flow is available on our website - www.dhankisecurities.com, on "Homepage" - SCORES and under Header "Download" - File - Investor Charter as Stock Broker, Online Resolution of Disputes in the Indian Securities Market - SMART ODR

Office Use Only

Website tally of PAN Number Verified by _____ Sign _____

Third Party Database Search done by _____ Sign _____

(Including [http:// www.un.org / sc / committies / 1267 / consolist.shtm](http://www.un.org/sc/committees/1267/consolist.shtm))

UCC Code allotted to the Client : _____

Authorised by _____ Sign. _____

| | Documents verified with Originals by | Client Interviewed By | In-Person Verification done by |
|-----------------------------|---|-----------------------|-----------------------------------|
| Name of the Employee | | | |
| Employee Code | | | |
| Designation of the employee | | | |
| Date | | | |
| Signature | | | |

For Individuals:

- a. Stock broker has an option of doing 'In-Person' verification through web camera at the branch office of the stock broker/sub-broker's office.

I / We undertake that we have made the client aware of 'Policy and Procedures', tariff sheet. I/We have also made the client aware of 'Rights and Obligations' document (s), RDD and Guidance Note. I/We have given/sent him a copy of all the KYC documents. I/We undertake that any change in the 'Policy and Procedures', tariff sheet would be duly intimated to the clients. I/We also undertake that any change in the 'Rights and Obligations' and RDD would be made available on my/our website www.dhankisecurities.com, for the information of the clients.

For Dhanki Securities Pvt. Ltd.

Signature of the Director / Authorised Signatory

Date _____

Seal/Stamp of **DHANKI SECURITIES PVT. LTD.**

Note: This form is applicable for individual investors trading in the cash segment. If such investors wish to trade in segments other than cash segment and /or wish to avail facilities such as internet trading, running account, margin trading, Power of Attorney etc., they may furnish additional details required as per prescribed regulation to the concerned intermediary.

This Document is Mandatory

(This information is the sole property of the Dhanki Securities Pvt. Ltd. / brokerage house and would not be disclosed to anyone unless required by law or except with the express permission of clients)

All columns are to be filled in by the clients and copies of relevant supporting documents need to be Self attested or certified Truecopy attached by the clients. Kindly sign where 'X' Marked.

DHANKI SECURITIES PVT. LTD.

Member : Bombay Stock Exchange Ltd.
National Stock Exchange of India Ltd.

Registered & Correspondence Office Address:
302, Hubtown Solaris, N.S. Phadke Road,
Near East West Fly Over, Andheri (E), Mumbai - 400 069.
Tel.: 022-6171 7500 • Fax: 022-2683 6321
Email : info@dhankisecurities.com,
Investor Grievances Email: investors@dhankisecurities.com
Website: www.dhankisecurities.com

CLEARING MEMBER'S (NSE F & O)
ICICI Bank Limited Securities Market Services
01st Floor, Empire Complex
414, Senapati Bapat Marg, Lower Parel - 400013
CIN : L65190GJ1994PLC021012
SEBI Reg.No. INZ000197438
Tel : 022 - 66672069
Fax : 66672779 \ 2740

SEBI Registration No.

| | | | |
|------------------------|----------------|-----------------|----------------------|
| BSE Cash Segment | : INZ000237338 | Dt.: 31-12-1997 | } Clearing No.: 0712 |
| BSE Derivative Segment | : INZ000237338 | Dt.: 20-06-2000 | |
| NSE Capital Segment | : INZ000237338 | Dt.: 07-06-2000 | } Member Code: 09956 |
| NSE F & O Segment | : INZ000237338 | Dt.: 15-11-2000 | |

PHOTOGRAPH
Please affix your
recent passport
size photograph
and sign
across it

KNOW YOUR CLIENT (KYC) APPLICATION FORM – For Individuals**CLIENT INFORMATION**

Please fill this form in ENGLISH and in BLOCK LETTERS.

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
(copy of Valid Passport mandatory for NRIs & Foreign Nationals)
5. (a) PAN: _____ (please enclose a duly attested copy of your PAN Card)
(b) Aadhaar Number, if any: _____
6. Specify the proof of Identity submitted: _____

B. ADDRESS DETAILS1. 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.

X _____

Signature of the Applicant

Name of the Applicant _____ Date: _____ (dd / mm / yyyy)

FOR OFFICE USE ONLY

Dhanki Securities Pvt. Ltd.

☐Originals verified and
Self Attested Document copies receivedIn-Person Verification (IPV):-
DHANKI SECURITIES PVT. LTD.

Name of the Employee: _____

Designation of the Employee: _____

Signature of the Employee: _____

Date & Time: _____ , _____ a.m./p.m.

For DHANKI SECURITIES PVT. LTD.

Signature of the Director / Authorised Signatory

Name : _____

Date

Seal/Stamp of DHANKI SECURITIES PVT. LTD.

KNOW YOUR CLIENT (KYC) APPLICATION FORM – For Non Individuals

For Non-Individuals

Please fill this form in ENGLISH and in BLOCK LETTERS.

PHOTOGRAPH
Please affix the
recent passport
size photograph
and sign
across it

X**A. IDENTITY DETAILS**

1. Name of the Applicant: _____
2. Date of incorporation: _____ (dd/mm/yyyy)
& Place of incorporation: _____
3. Date of commencement of business: _____ (dd/mm/yyyy)
4. a. PAN: _____ b. Registration No. (e.g. CIN): _____
5. Status (please tick any one):
☐ Private Limited Co. ☐ Public Ltd. Co. ☐ Body Corporate ☐ Partnership ☐ Trust
☐ Charities ☐ NGO's ☐ FI ☐ FII ☐ FPI Catagory I ☐ FPI Catagory II ☐ FPI Catagory III
☐ HUF ☐ AOP ☐ Bank ☐ Government Body ☐ Non-Government Organization
☐ Defense Establishment ☐ BOI ☐ Society ☐ LLP
☐ Others (please specify) _____

B. ADDRESS DETAILS

1. Address for correspondence: _____

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 correspondence address: _____
4. Registered Address (if different from above): _____

City/town/village: _____ Pin Code: _____
State: _____ Country: _____

C. OTHER DETAILS

1. Name, PAN, residential address and photographs of Promoters/Partners/Karta/Trustees and Whole Time Directors: (Please attached copy of Pan Card and Residential address proof duly attested)

1. Name _____

Res. Address _____

Pan No.: _____ Phone Number: _____

Fax No: _____ Mobile No. _____

(with STD / ISD Code)

Relationship with Applicant _____ (i.e. Promoters / Wholetime Directors etc.)

PHOTOGRAPH

Please affix your recent passport size photograph and sign across it

2. Name _____

Res. Address _____

Pan No.: _____ Phone Number: _____

Fax No: _____ Mobile No. _____

(with STD / ISD Code)

Relationship with Applicant _____ (i.e. Promoters / Wholetime Directors etc.)

PHOTOGRAPH

Please affix your recent passport size photograph and sign across it

3. Name _____

Res. Address _____

Pan No.: _____ Phone Number: _____

Fax No: _____ Mobile No. _____

(with STD / ISD Code)

Relationship with Applicant _____ (i.e. Promoters / Wholetime Directors etc.)

PHOTOGRAPH

Please affix your recent passport size photograph and sign across it

4. Name _____

Res. Address _____

Pan No.: _____ Phone Number: _____

Fax No: _____ Mobile No. _____

(with STD / ISD Code)

Relationship with Applicant _____ (i.e. Promoters / Wholetime Directors etc.)

PHOTOGRAPH

Please affix your recent passport size photograph and sign across it

5. Name _____

Res. Address _____

Pan No.: _____ Phone Number: _____

Fax No: _____ Mobile No. _____

(with STD / ISD Code)

Relationship with Applicant _____ (i.e. Promoters / Wholetime Directors etc.)

PHOTOGRAPH

Please affix your recent passport size photograph and sign across it

4. a. DIN (of whole time Directors)

b. Aadhaar Number of Promoters / Partners / Karta

Name: _____ DIN/Aadhaar No. _____

(1) _____ / _____

(2) _____ / _____

(3) _____ / _____

(4) _____ / _____

(5) _____ / _____

DECLARATION

I/We hereby declare that the details furnished above are true and correct to the best of my/our knowledge and belief and I/We 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/We are aware that I/We may be held liable for it.

X _____
Signature of the Authorised Signatory
(with Company Seal)

Name: _____

Date: _____(dd/mm/yyyy)

FOR OFFICE USE ONLY

Dhanki Securities Pvt. Ltd.

☐Originals verified and
Self Attested Document copies received

In-Person Verification (IPV):-

DHANKI SECURITIES PVT. LTD.

Name of the Employee: _____

Designation of the Employee: _____

Signature of the Employee: _____

Date & Time: _____ , _____ a.m./p.m.

For DHANKI SECURITIES PVT. LTD.

Signature of the Director / Authorised Signatory

Name : _____

Date

Seal/Stamp of DHANKI SECURITIES PVT. LTD.

INSTRUCTIONS/CHECK LIST FOR FILLING KYC FORM**A. IMPORTANT POINTS:**

1. Self attested copy of PAN card is mandatory for all clients, including Promoters/Partners/Karta/ Trustees and Whole Time Directors and persons authorized to deal in securities on behalf of company/firm/others.
2. Copies of all the documents submitted by the applicant should be self-attested and accompanied by originals for verification. In case the original of any document is not produced for verification, then the copies should be properly attested by entities authorized for attesting the documents, as per the below mentioned list.
3. If any proof of identity or address is in a foreign language, then translation into English is required.
4. Name & address of the applicant mentioned on the KYC form, should match with the documentary proof submitted.
5. If correspondence & permanent address are different, then proofs for both have to be submitted.
6. Sole proprietor must make the application in his individual name & capacity.
7. For non-residents and foreign nationals, (allowed to trade subject to RBI and FEMA guidelines), copy of passport/PIO Card/OCI Card and overseas address proof is mandatory.
8. For foreign entities, CIN is optional; and in the absence of DIN no. for the directors, their passport copy should be given.
9. In case of Merchant Navy NRI's, Mariner's declaration or certified copy of CDC (Continuous Discharge Certificate) is to be submitted.
10. For opening an account with Depository participant or Mutual Fund, for a minor, photocopy of the School Leaving Certificate/Mark sheet issued by Higher Secondary Board/Passport of Minor/ Birth Certificate must be provided.
11. Politically Exposed Persons (PEP) are defined as individuals who are or have been entrusted with prominent public functions in a foreign country, e.g., Heads of States or of Governments, senior politicians, senior Government/judicial/ military officers, senior executives of state owned corporations, important political party officials, etc.

B. Proof of Identity (POI): - List of documents admissible as Proof of Identity:

1. Unique Identification Number (UID) (Aadhaar)/ Passport/ Voter ID card/ Driving license.
2. PAN card with photograph.
3. Identity card/ document with applicant's Photo, issued by any of the following: Central/State Government and its Departments, Statutory/Regulatory Authorities, Public Sector Undertakings, Scheduled Commercial Banks, Public Financial Institutions, Colleges affiliated to Universities, Professional Bodies such as ICAI, ICWAI, ICSI, Bar Council etc., to their Members; and Credit cards/Debit cards issued by Banks.

C. Proof of Address (POA): - List of documents admissible as Proof of Address:

(*Documents having an expiry date should be valid on the date of submission.)

1. Passport/ Voters Identity Card/ Registered Lease or Sale Agreement of Residence/ Driving License/ Flat Maintenance bill/ Insurance Copy.
2. Utility bills like Telephone Bill (only land line), Electricity bill or Gas bill - Not more than 3 months old.
3. Bank Account Statement - Passbook/Not more than 3 months old.

4. Self-declaration by High Court and Supreme Court judges, giving the new address in respect of their own accounts.
5. Proof of address issued by any of the following: Bank Managers of Scheduled Commercial Banks/Scheduled Co-Operative Bank/Multinational Foreign Banks/Gazetted Officer/Notary public/Elected representatives to the Legislative Assembly/Parliament/Documents issued by any Govt. or Statutory Authority.
6. Identity card/document with address, issued by any of the following: Central/State Government and its Departments, Statutory/Regulatory Authorities, Public Sector Undertakings, Scheduled Commercial Banks, Public Financial Institutions, Colleges affiliated to Universities and Professional Bodies such as ICAI, ICWAI, ICSI, Bar Council etc., to their Members.
7. For FII/sub account, Power of Attorney given by FII/sub-account to the Custodians (which are duly notarized and/or apostilled or consularised) that gives the registered address should be taken.
8. The proof of address in the name of the spouse may be accepted.
9. 'Aadhar Card' Unique Identification Number (UID).

D. Exemptions/clarifications to PAN

(*Sufficient documentary evidence in support of such claims to be collected.)

1. In case of transactions undertaken on behalf of Central Government and/or State Government and by officials appointed by Courts e.g. Official liquidator, Court receiver etc.
2. Investors residing in the state of Sikkim.
3. UN entities/multilateral agencies exempt from paying taxes/filing tax returns in India.
4. SIP of Mutual Funds upto Rs 50,000/- p.a.
5. In case of institutional clients, namely, FIIs, MFs, VCFs, FVCIs, Scheduled Commercial Banks, Multilateral and Bilateral Development Financial Institutions, State Industrial Development Corporations, Insurance Companies registered with IRDA and Public Financial Institution as defined under section 4A of the Companies Act, 1956, Custodians shall verify the PAN card details with the original PAN card and provide duly certified copies of such verified PAN details to the intermediary.

E. List of people authorized to attest the documents:

1. Notary Public, Gazetted Officer, Manager of a Scheduled Commercial/ Co-operative Bank or Multinational Foreign Banks (Name, Designation & Seal should be affixed on the copy).
2. In case of NRIs, authorized officials of overseas branches of Scheduled Commercial Banks registered in India, Notary Public, Court Magistrate, Judge, Indian Embassy /Consulate General in the country where the client resides are permitted to attest the documents.

F. Proof of Bank Account

(Please provide copy of any one of the following)

- Cancelled cheque leaf with name of constituent printed on it
- Copy of Bank Pass Book/Statement
- Original certificate from the Banker certifying Account No. and Name

G. Proof of Demat Account

(Please provide copy of any one of the following)

- Copy of Transaction Statement/Holding Statement
- Copy of Master Print out
- Copy of Bill issued by Depository Participant (not more than two months old)

Additional documents for Trading in Derivatives Segments illustrative list

H. Please provide Latest Copy of any one documents mentioned below duly attested

- Copy of ITR Acknowledgement
- Copy of Annual Accounts
- Net worth certificate from Chartered Accountants
- In case of Salary income - Salary Slip, Copy of Form 16.
- Copy of Demat account holding statement
- Bank Account Statement For last 6 Months
- Any other relevant documents substantiating ownership of assets.
- Self declaration with relevant supporting documents.

**In respect of other clients, documents as per risk management policy of the stock broker need to be provided by the client from time to time.*

I. Documents for NRI (Non Resident Indian) Client

- Latest colour photograph of NRI sign across the photograph
- Copy of PAN Card of NRI
- Proof of Indian and Foreign Address
- Bank proof of NRE / NRO Account
- In case client wants to trade in derivatives, letter to be submitted to BSE / NSE for unique client code
- In case of Indian passport (page containing date of expiry & visa also to be attached) - Valid Passport, Place of Birth as India, Valid Visa - Work / Student / Employment / Resident permit etc.
- In case of foreign passport: (page containing date of expiry & visa also to be attached) Valid Passport and the following:
 - i) Place of Birth as India in foreign passport.
 - ii) Copy of PIO / OCI Card as applicable in case of PIO / OCI
- PIS permission Letter from the respective designated bank
- Overseas Address Driving License / Foreign

J. In-person verification for individuals:

- Stock broker has an option of doing 'in-person' verification through web camera at the branch office of the stock broker / sub-broker's office.
- In case of non-resident clients, employees at the stock broker's local office, overseas can do in-person verification. Further, considering the infeasibility of carrying out 'In-person' verification of the non-resident clients by the stock broker's staff, attestation of KYC documents by Notary Public, Court, Magistrate, Judge, Local Banker, Indian Embassy / Consulate General in the country where the client resides may be permitted.

K. In case of Non-Individuals, additional documents to be obtained from non-individuals, over & above the POI & POA, as mentioned below:

| Types of entity | Documentary requirements |
|---|--|
| Corporate | <ul style="list-style-type: none"> • Copy of the balance sheets for the last 2 financial years (to be submitted every year). • Copy of latest share holding pattern including list of all those holding control, either directly or indirectly, in the company in terms of SEBI takeover Regulations, duly certified by the company secretary/Whole time director/MD (to be submitted every year). • Photograph, POI, POA, PAN and DIN numbers of whole time directors/two directors in charge of day to day operations. • Photograph, POI, POA, PAN of individual promoters holding control - either directly or indirectly. • Copies of the Memorandum and Articles of Association and certificate of incorporation. • Copy of the Board Resolution for investment in securities market. • Authorised signatories list with specimen signatures. |
| Partnership firm | <ul style="list-style-type: none"> • Copy of the balance sheets for the last 2 financial years (to be submitted every year). • Certificate of registration (for registered partnership firms only). • Copy of partnership deed. • Authorised signatories list with specimen signatures. • Photograph, POI, POA, PAN of Partners. |
| Trust | <ul style="list-style-type: none"> • Copy of the balance sheets for the last 2 financial years (to be submitted every year). • Certificate of registration (for registered trust only). • Copy of Trust deed. • List of trustees certified by managing trustees/CA. • Photograph, POI, POA, PAN of Trustees. |
| HUF | <ul style="list-style-type: none"> • PAN of HUF. • Deed of declaration of HUF/ List of coparceners. • Bank pass-book/bank statement in the name of HUF. • Photograph, POI, POA, PAN of Karta. |
| Unincorporated association or a body of individuals | <ul style="list-style-type: none"> • Proof of Existence/Constitution document. • Resolution of the managing body & Power of Attorney granted to transact business on its behalf. • Authorized signatories list with specimen signatures. |
| Banks/Institutional Investors | <ul style="list-style-type: none"> • Copy of the constitution/registration or annual report/balance sheet for the last 2 financial years. • Authorized signatories list with specimen signatures. |
| Foreign Institutional Investors (FII) | <ul style="list-style-type: none"> • Copy of SEBI registration certificate. • Authorized signatories list with specimen signatures. |
| Army/Govt. Bodies | <ul style="list-style-type: none"> • Self-certification on letterhead. • Authorized signatories list with specimen signatures. |
| Registered Society | <ul style="list-style-type: none"> • Copy of Registration Certificate under Societies Registration Act. • List of Managing Committee members. • Committee resolution for persons authorised to act as authorised signatories with specimen signatures. • True copy of Society Rules and Bye Laws certified by the Chairman/Secretary. |
| LLP | <ul style="list-style-type: none"> • Certified True Copy of LLP Deed • Copy of PAN Card of the Firm • Certified True Copy of Registration Certificate • Details of Firm (Form-3) • List of Designated Partners with their DPIN / DIN No. • Detail of Designated Partners (Form-4) • Passport size photo of all Designated Partners • Copy of PAN Card of all Designated Partners <p>Address Proof of all Designated Partners:</p> <ul style="list-style-type: none"> • Valid Passport • Valid Voter's ID Card Persons • Valid Driving License • Ration Card • Flat Maintenance Bill Individual (all partners) • Bank Pass Book along with bank statement (not more than 3 months old) • Landline Telephone Bill (not more than 2 months old) • Electricity Bill (not more than 2 months old) |

a) Form need to be intialized by all the authorized signatories.

b) Copy of Board Resolution or declaration (on the letterhead) naming the persons authorized to deal in securities on behalf of company/firm/others and their specimen signatures.

(OTHER DETAILS)

For Individuals & Non-individuals

A. Bank Account(s) Details (through which transactions will generally be routed.)

| | |
|--|---|
| Bank Name _____ | Bank Name _____ |
| Branch: _____ | Branch: _____ |
| Address: _____ | Address: _____ |
| _____ | _____ |
| Bank Account No: _____ | Bank Account No: _____ |
| MICR Number _____ | MICR Number _____ |
| Account Type: _____ | Account Type: _____ |
| (Savings / Current / NRI / NRE/ NRO / Others) | (Savings / Current / NRI / NRE/ NRO / Others) |
| RTGS / NEFT / IFSC Code : _____ | RTGS / NEFT / IFSC Code : _____ |
| (Copy of a cancelled Cheque leaf/pass book/bank statement containing name of the constituent should be submitted.) | |

B. Depository Account(s) Details (through which transactions will generally be routed.)

| | |
|--|--|
| Depository Participant Name: _____ | Depository Participant Name: _____ |
| _____ | _____ |
| Depository Name: NSDL/CDSL | Depository Name: NSDL/CDSL |
| Beneficiary Name: _____ | Beneficiary Name: _____ |
| _____ | _____ |
| DP ID _____ | DP ID _____ |
| Beneficiary ID (BO ID) _____ | Beneficiary ID (BO ID) _____ |
| _____ | _____ |
| (Please provide copy of Depository Account.) | (Please provide copy of Depository Account.) |

C. Trading Preferences:-

*Please sign in the relevant boxes where you wish to trade. Please strike off the segment not chosen by you.

| | | |
|--------------|-----------|-------|
| Exchanges | NSE , BSE | |
| All Segments | Cash | F & O |
| | | |

If you do not wish to trade in any of segments , please mention here _____

D. Past Actions

Details of any action/proceedings initiated/pending/ taken by SEBI/ Stock exchange/any other authority against the applicant/constituent or its Partners/Promoters/Whole Time Directors/Authorized Persons in charge of dealing in securities during the last 3 years

In the last 3 years Yes ☐ No. ☐

(If yes please attach relevant documents)

E. DEALINGS THROUGH SUB-BROKERS AND OTHER STOCK BROKERS

- If client is dealing through the sub-broker, provide the following details:

Sub-broker's Name: _____ SEBI Registration number: _____

Registered office address: _____

Ph: _____ Fax: _____ Website: _____

- Whether dealing with any other stock broker/sub-broker (in case dealing with multiple stock brokers/sub-broker, provide details of all)

Name of Stock Broker : _____

Name of Sub-Broker, if any: _____

Name of Exchange : _____ Client code no. (as given by the Broker) : _____

Details of disputes/dues pending from/to such stock broker/sub- broker _____

F. ADDITIONAL DETAILS (Facility subject to activated at our end for Electronic Contract Note, Internet Trading / Wireless Technology)

- Mode of receiving Contract Notice / Statement of Account : Physical / Electronic (Please indicate your Preference) _____

Specify your Email ID, if applicable: _____ X _____

- Whether you wish to avail of the facility of internet trading/ wireless technology (please specify): _____

F(i) SMS and Email alerts to investors by Stock Exchanges:-

Service opt for: (i) SMS ☐ (ii) Email ☐ (iii) SMS and Email ☐

Mobile No. _____ Email address _____

Signature of Client X _____

Client Declaration:

I/We do not have Email ID. X _____

I/We do not have Mobile No. X _____

I/We do not want to avail the above facility X _____

G. For Individual

1. Gross Annual Income Details (please specify): Income Range per annum(Tick where applicable):
Below Rs 1 Lakh ☐ / 1-5 Lakhs ☐ / 5-10 Lakhs ☐ / 10-25 Lakhs ☐ / 25-100 Lakhs ☐ / Above 100 Lakhs ☐

OR

Net-worth as on (date)..... (Rs.) (Net worth should not be older than 1 year)

2. Occupation (please tick any one and give brief details): Private Sector ☐ / Public Sector ☐ / Government Service ☐ / Business ☐ / Professional ☐ / Agriculturist ☐ / Retired ☐ / Housewife ☐ / Student ☐ / Others ☐

If Employed

Name of Employer: _____

Office Address: _____

City: _____ Pin Code: _____

State: _____ Country: _____

Telephone Number: (Office) _____ Fax No./Telex No. _____

If Self Employed / Business / Professional / Others

Name of the Establishment: _____

Office Address: _____

City: _____ Pin Code: _____

State: _____ Country: _____

Telephone Number: (Office) _____ Fax No./Telex No. _____

3. Please tick, if applicable,

☐ Politically Exposed Person (PEP) / ☐ Related to a Politically Exposed Person (PEP)

H. For Non Individual

1. Gross Annual Income Details (please specify): Income Range per annum: ☐ Below Rs 1 Lakh/
☐ 1-5 Lakhs / ☐ 5-10 Lakhs / ☐ 10-25 Lakhs / ☐ 25 Lakhs-1 crore/ ☐ 1 crore or more

2. Net-worth as on (date) _____ (dd/mm/yyyy) Rs.: _____
(*Net worth should not be older than 1 year)

- Number of years of Investment/Trading Experience:

☐

No Prior Experience: _____ Years in Stocks:

_____ Years in Derivatives: _____ Years in Other investment related fields

- In case of non-individuals, name, designation, PAN, UID, signature, residential address and photographs of persons authorized to deal in securities on behalf of company/firm/others:

1. Name _____

Res. Address _____

PAN No. _____ UID No. _____

Designation _____ Phone No. _____

Mobile No. _____ Fax No: _____

(with STD / ISD Code)

PHOTOGRAPH

Please affix your recent passport size photograph and sign across it

2. Name _____

Res. Address _____

PAN No. _____ UID No. _____

Designation _____ Phone No. _____

Mobile No. _____ Fax No: _____

(with STD / ISD Code)

PHOTOGRAPH

Please affix your recent passport size photograph and sign across it

3. Name _____

Res. Address _____

PAN No. _____ UID No. _____

Designation _____ Phone No. _____

Mobile No. _____ Fax No: _____

(with STD / ISD Code)

PHOTOGRAPH

Please affix your recent passport size photograph and sign across it

4. Name _____

Res. Address _____

PAN No. _____ UID No. _____

Designation _____ Phone No. _____

Mobile No. _____ Fax No: _____

(with STD / ISD Code)

PHOTOGRAPH

Please affix your recent passport size photograph and sign across it

**Dhanki**

Securities Pvt. Ltd.

Member : BSE Ltd. & NSE Ltd.

CIN: U67120MH1997PTC111852

5. Name _____

Res. Address _____

PAN No. _____ UID No. _____

Designation _____ Phone No. _____

Mobile No. _____ Fax No: _____
(with STD / ISD Code)

PHOTOGRAPH

Please affix your
recent passport
size photograph
and sign
across it

- Any other information: _____

I. For Non Individuals:

Please tick, if applicable, for any of your Authorized Signatories / Promoters / Partners /
Karta / Trustees / Whole Time Directors:

☐ Politically Exposed Person (PEP) / ☐ Related to a Politically Exposed Person (PEP)

- J. (i) Are you or have you been entrusted with prominent public functions in a foreign country, e.g., Heads of States or of Governments, senior politicians, senior government/judicial/military officers, senior executives of stateowned corporations, important political party officials? If yes, please give details

- (ii) Are you a family member and/or close relative of a person of (A) above? If yes, please give details

- (iii) Purpose and intended nature of the Business relationship (as per PMLA requirements)

K. INTRODUCER DETAILS (optional)

Name of the Introducer: _____

(Surname)

(Name)

(Middle Name)

Status of the Introducer: Sub-broker/Remisier/Authorized Person/Existing Client/Others, please
specify _____

Address : _____

_____ Phone No. _____

(Signature of the Introducer)_____
PAN No. of Introducer

(Please provide copy of PAN Card and address proof of Introducer)

UCC of Introducer (If registered with Dhanki Securities Pvt. Ltd.) _____

L. NOMINATION DETAILS (for individuals only)

☐

I wish to nominate

☐

I do not wish to nominate

Name of the Nominee: _____

Relationship with the Nominee: _____

PAN of Nominee: _____ Date of Birth of Nominee: _____

Address of the Nominee: _____

_____ Phone No: _____

If Nominee is a minor, details of guardian:

Name of guardian: _____

Address of Guardian: _____

_____ Phone No : _____

Signature of guardian: _____

WITNESSES (Only applicable in case the account holder has made nomination)

Name: _____

Name _____

Signature _____

Signature _____

Address _____

Address _____

DISCLOSURE:

Disclosure of Proprietary trading by Dhanki Securities Pvt. Ltd.

In Pursuance of SEBI Circular No. SEBI/MRD/SE/Cir-42/2003 dated November 19, 2003. with a view to increase the transparency in the dealings between the trading member and their clients, We Dhanki Securities Pvt. Ltd. hereby disclose to our clients that we do client based business and we also do proprietary trading in proprietary account.

X _____

Signature of the Applicant / All Authorised Signatory (ies)

Name of the Applicant _____ Place _____ Date: _____

DECLARATION:

1. I/We hereby declare that the details furnished above are true and correct to the best of my/our knowledge and belief and I/We 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/We are aware that I/We may be held liable for it.
2. I/We confirm having read/been explained and understood the contents of the document on policy and procedures of the stock broker and the tariff sheet.
3. I have understood the contents of the policy and procedures document tariff sheet 'Rights and Obligations' document and 'Risk Disclosure Document'. I/We do hereby agree to be bound by such provisions as outlined in these documents. I/We have also been informed that the standard set of documents has been displayed for Information on stock broker's designated website www.dhankisecurities.com

Date _____

(_____)
Signature of Applicant/ (all) Authorized Signatory (ies)

DISCLOSURE:

Business Continuity Planning (BCP)/Disaster Recovery (DR) : -

As per NSE Circular No. NSE/COMP/50610 dated 15th December 2021 and BSE Notice No. 20211215-63 dated 15th December 2021 We Dhanki Securities Private Limited do not fall in the above category, So we are not required to have a Business Continuity/DR plan under the existing regulatory provisions.

TRADING ACCOUNT OPENING PROCESS

Step-by-Step procedures for opening and account, filing a complaint on designated email id, and finding out the status of the complaint etc.

1. Fill in the application form

You will need to fill and signed at all the indicated places shown as mandatory with respective details in KYC form for opening a new trading account with Dhanki Securities Pvt. Ltd. You may also sign voluntary documents/authorization along with require details. You will need to submit a list of self-attested proofs/documents for Identity Proof and Address Proof, such as PAN card, Aadhar Card, Latest Bank account statement, Latest Demat account statement, latest Income proof, etc. You have to also indicate the segment details were you wish to trade.

If you are KRA and CERSAI Compliant, you need to inform Dhanki Securities Pvt. Ltd. accordingly and we will fetch your basic KYC details available on KRAs and CERSAI.

You need to fill and signed FATCA-CRS Form, Nomination Form, and also mention Email ID, Mobile No. etc in contact details.

Your PAN should be link with your Aadhar card number. Further your KRA validation also need to be done.

2. Verification process

You shall be provided the set of Policies and Procedures, Do's and Don'ts, Investor Rights and Obligations, Risk Disclosure Document, Prevention of Money Laundering Literature, etc. by Dhanki Securities Pvt Ltd. You need to read, understand and acknowledge by signing the acknowledgement page in the KYC document for records. The Dhanki Securities Pvt. Ltd. will conduct an in-person verification of you and your KYC documents.

3. Final approval

Once your documents are verified, and the final formalities are completed, your new trading account will be opened in Exchanges and our Back office Broker's systems. You will be intimated by Email / Letter about the Unique Client ID for your account for executing trades along with segment.

Email id's to lodge complaint for any grievances/status of complaint/enquiry/query with Dhanki Securities Pvt. Ltd.

Investor Grievances email id - investors@dhankisecurities.com/igrm@dhankisecurities.com

Contact Number - 022-61717501/500,

Exchanges - BSE- is@bseindia.com, 91-022-22728097

NSE - ignse@nse.co.in, 1800220058

The process flow is available on our website - www.dhankisecurities.com, on "Homepage" - SCORES and under Header "Download" - File - Investor Charter as Stock Broker, Online Resolution of Disputes in the Indian Securities Market - SMART ODR

Office Use Only

Website tally of PAN Number Verified by _____ Sign _____

Third Party Database Search done by _____ Sign _____

(Including [http:// www.un.org / sc / committies / 1267 / consolist.shtm](http://www.un.org/sc/committees/1267/consolist.shtm))

UCC Code allotted to the Client : _____

Authorised by _____ Sign. _____

| | Documents verified with Originals by | Client Interviewed By | In-Person Verification done by |
|-----------------------------|---|-----------------------|-----------------------------------|
| Name of the Employee | | | |
| Employee Code | | | |
| Designation of the employee | | | |
| Date | | | |
| Signature | | | |

For Individuals:

- Stock broker has an option of doing 'In-Person' verification through web camera at the branch office of the stock broker/sub-broker's office.
- In case of non-resident clients, employees at the stock broker's local office, overseas can do in-person' verification. Further, considering the infeasibility of carrying out 'In-Person' verification of the non-resident clients by the stock broker's staff, attestation of KYC documents by Notary Public, Court, Magistrate, Judge, Local Banker, Indian Embassy / Consulate General in the country where the client resides may be permitted.

I / We undertake that we have made the client aware of 'Policy and Procedures', tariff sheet and all the non-mandatory documents. I/We have also made the client aware of 'Rights and Obligations' document (s), RDD and Guidance Note. I/We have given/sent him a copy of all the KYC documents. I/We undertake that any change in the 'Policy and Procedures', tariff sheet and all the non-mandatory documents would be duly intimated to the clients. I/We also undertake that any change in the 'Rights and Obligations' and RDD would be made available on my/our website www.dhankisecurities.com, for the information of the clients.

For Dhanki Securities Pvt. Ltd.

Signature of the Director / Authorised Signatory

Date _____

Seal/Stamp of DHANKI SECURITIES PVT. LTD.

Risk Assessment of Client in terms of PMLA 2002**Type of Client**

| | | | | |
|----------|-------------|-----------|-------------------------------------|--|
| Low Risk | Medium Risk | High Risk | CSC (Client Special Category) | PEP (Politically Exposed Person) |
|----------|-------------|-----------|-------------------------------------|--|

at the time of account opening

Categorisation of client would be changed only if there is change based on risk assessment of the client during his dealings with Dhanki Securities Pvt. Ltd.

For Dhanki Securities Pvt. Ltd.

Director / Authorised Signatory

This Document is Mandatory

**RIGHTS AND OBLIGATIONS OF STOCK BROKERS, SUB-BROKERS AND CLIENTS
as prescribed by SEBI and Stock Exchanges**

1. The client shall invest/trade in those securities/contracts/other instruments admitted to dealings on the Exchanges as defined in the Rules, Byelaws and Regulations of Exchanges/ Securities and Exchange Board of India (SEBI) and circulars/notices issued there under from time to time.
2. The stock broker, sub-broker and the client shall be bound by all the Rules, Byelaws and Regulations of the Exchange and circulars/notices issued there under and Rules and Regulations of SEBI and relevant notifications of Government authorities as may be in force from time to time.
3. The client shall satisfy itself of the capacity of the stock broker to deal in securities and/or deal in derivatives contracts and wishes to execute its orders through the stock broker and the client shall from time to time continue to satisfy itself of such capability of the stock broker before executing orders through the stock broker.
4. The stock broker shall continuously satisfy itself about the genuineness and financial soundness of the client and investment objectives relevant to the services to be provided.
5. The stock broker shall take steps to make the client aware of the precise nature of the Stock broker's liability for business to be conducted, including any limitations, the liability and the capacity in which the stock broker acts.
6. The sub-broker shall provide necessary assistance and co-operate with the stock broker in all its dealings with the client(s).

CLIENT INFORMATION

7. The client shall furnish all such details in full as are required by the stock broker in "Account Opening Form" with supporting details, made mandatory by stock exchanges/SEBI from time to time.
8. The client shall familiarize himself with all the mandatory provisions in the Account Opening documents. Any additional clauses or documents specified by the stock broker shall be non-mandatory, as per terms & conditions accepted by the client.
9. The client shall immediately notify the stock broker in writing if there is any change in the information in the 'account opening form' as provided at the time of account opening and thereafter; including the information on winding up petition/insolvency petition or any litigation which may have material bearing on his capacity. The client shall provide/update the financial information to the stock broker on a periodic basis.
10. The stock broker and sub-broker shall maintain all the details of the client as mentioned in the account opening form or any other information pertaining to the client, confidentially and that they shall not disclose the same to any person/authority except as required under any law/regulatory requirements. Provided however that the stock broker may so disclose information about his client to any person or authority with the express permission of the client.

MARGINS

11. The client shall pay applicable initial margins, withholding margins, special margins or such other margins as are considered necessary by the stock broker or the Exchange or as may be directed by SEBI from time to time as applicable to the segment(s) in which the client trades. The stock broker is permitted in its sole and absolute discretion to collect additional margins (even though not required by the Exchange, Clearing House/Clearing Corporation or SEBI) and the client shall be obliged to pay such margins within the stipulated time.
12. The client understands that payment of margins by the client does not necessarily imply complete satisfaction of all dues. In spite of consistently having paid margins, the client may, on the settlement of its trade, be obliged to pay (or entitled to receive) such further sums as the contract may dictate/require.

TRANSACTIONS AND SETTLEMENTS

13. The client shall give any order for buy or sell of a security/derivatives contract in writing or in such form or manner, as may be mutually agreed between the client and the stock broker. The stock broker shall ensure to place orders and execute the trades of the client, only in the Unique Client Code assigned to that client.
14. The stock broker shall inform the client and keep him apprised about trading/settlement cycles, delivery/payment schedules, any changes therein from time to time, and it shall be the responsibility in turn of the client to comply with such schedules/procedures of the relevant stock exchange where the trade is executed.
15. The stock broker shall ensure that the money/securities deposited by the client shall be kept in a separate account, distinct from his/its own account or account of any other client and shall not be used by the stock broker for himself/itself or for any other client or for any purpose other than the purposes mentioned in Rules, Regulations, circulars, notices, guidelines of SEBI and/or Rules, Regulations, Bye-laws, circulars and notices of Exchange.
16. Where the Exchange(s) cancels trade(s) suo moto all such trades including the trade/s done on behalf of the client shall ipso facto stand cancelled, stock broker shall be entitled to cancel the respective contract(s) with client(s).
17. The transactions executed on the Exchange are subject to Rules, Byelaws and Regulations and circulars/notices issued thereunder of the Exchanges where the trade is executed and all parties to such trade shall have submitted to the jurisdiction of such court as may be specified by the Byelaws and Regulations of the Exchanges where the trade is executed for the purpose of giving effect to the provisions of the Rules, Byelaws and Regulations of the Exchanges and the circulars/notices issued thereunder.

BROKERAGE

18. The Client shall pay to the stock broker brokerage and statutory levies as are prevailing from time to time and as they apply to the Client's account, transactions and to the services that stock broker renders to the Client. The stock broker shall not charge brokerage more than the maximum brokerage permissible as per the rules, regulations and bye-laws of the relevant stock exchanges and/or rules and regulations of SEBI.

LIQUIDATION AND CLOSE OUT OF POSITION

19. Without prejudice to the stock broker's other rights (including the right to refer a matter to arbitration), the client understands that the stock broker shall be entitled to liquidate/close out all or any of the client's positions for nonpayment of margins or other amounts, outstanding debts, etc. and adjust the proceeds of such liquidation/close out, if any, against the client's liabilities/obligations. Any and all losses and financial charges on account of such liquidation/closing-out shall be charged to and borne by the client.
20. In the event of death or insolvency of the client or his/its otherwise becoming incapable of receiving and paying for or delivering or transferring securities which the client has ordered to be bought or sold, stock broker may close out the transaction of the client and claim losses, if any, against the estate of the client. The client or his nominees, successors, heirs and assignee shall be entitled to any surplus which may result there from. The client shall note that transfer of funds/securities in favor of a Nominee shall be valid discharge by the stock broker against the legal heir.
21. The stock broker shall bring to the notice of the relevant Exchange the information about default in payment/delivery and related aspects by a client. In case where defaulting client is a corporate entity/partnership/proprietary firm or any other artificial legal entity, then the name(s) of Director(s)/

Promoter(s)/Partner(s)/Proprietor as the case may be, shall also be communicated by the stock broker to the relevant Exchange(s).

DISPUTE RESOLUTION

22. The stock broker shall provide the client with the relevant contact details of the concerned Exchanges and SEBI.
23. The stock broker shall co-operate in redressing grievances of the client in respect of all transactions routed through it and in removing objections for bad delivery of shares, rectification of bad delivery, etc.
24. The client and the stock broker shall refer any claims and/or disputes with respect to deposits, margin money, etc., to arbitration as per the Rules, Byelaws and Regulations of the Exchanges where the trade is executed and circulars/notices issued thereunder as may be in force from time to time.
25. The stock broker shall ensure faster settlement of any arbitration proceedings arising out of the transactions entered into between him vis-à-vis the client and he shall be liable to implement the arbitration awards made in such proceedings.
26. The client/stock-broker understands that the instructions issued by an authorized representative for dispute resolution, if any, of the client/stock-broker shall be binding on the client/stock-broker in accordance with the letter authorizing the said representative to deal on behalf of the said client/stock-broker.

TERMINATION OF RELATIONSHIP

27. This relationship between the stock broker and the client shall be terminated; if the stock broker for any reason ceases to be a member of the stock exchange including cessation of membership by reason of the stock broker's default, death, resignation or expulsion or if the certificate is cancelled by the Board.
28. The stock broker, sub-broker and the client shall be entitled to terminate the relationship between them without giving any reasons to the other party, after giving notice in writing of not less than one month to the other parties. 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.
29. In the event of demise/insolvency of the sub-broker or the cancellation of his/its registration with the Board or/withdrawal of recognition of the sub-broker by the stock exchange and/or termination of the agreement with the sub broker by the stock broker, for any reason whatsoever, the client shall be informed of such termination and the client shall be deemed to be the direct client of the stock broker and all clauses in the 'Rights and Obligations' document(s) governing the stock broker, sub-broker and client shall continue to be in force as it is, unless the client intimates to the stock broker his/its intention to terminate their relationship by giving a notice in writing of not less than one month.

ADDITIONAL RIGHTS AND OBLIGATIONS

30. The stock broker shall ensure due protection to the client regarding client's rights to dividends, rights or bonus shares, etc. in respect of transactions routed through it and it shall not do anything which is likely to harm the interest of the client with whom and for whom they may have had transactions in securities.
31. The stock broker and client shall reconcile and settle their accounts from time to time as per the Rules, Regulations, Bye Laws, Circulars, Notices and Guidelines issued by SEBI and the relevant Exchanges where the trade is executed.

32. The stock broker shall issue a contract note to his constituents for trades executed in such format as may be prescribed by the Exchange from time to time containing records of all transactions including details of order number, trade number, trade time, trade price, trade quantity, details of the derivatives contract, client code, brokerage, all charges levied etc. and with all other relevant details as required therein to be filled in and issued in such manner and within such time as prescribed by the Exchange. The stock broker shall send contract notes to the investors within one working day of the execution of the trades in hard copy and/or in electronic form using digital signature.
33. The stock broker shall make pay out of funds or delivery of securities, as the case may be, to the Client within one working day of receipt of the payout from the relevant Exchange where the trade is executed unless otherwise specified by the client and subject to such terms and conditions as may be prescribed by the relevant Exchange from time to time where the trade is executed.
34. The stock broker shall send a complete 'Statement of Accounts' for both funds and securities in respect of each of its clients in such periodicity and format within such time, as may be prescribed by the relevant Exchange, from time to time, where the trade is executed. The Statement shall also state that the client shall report errors, if any, in the Statement within such time as may be prescribed by the relevant Exchange from time to time where the trade was executed, from the receipt thereof to the Stock broker.
35. The stock broker shall send daily margin statements to the clients. Daily Margin statement should include, inter alia, details of collateral deposited, collateral utilized and collateral status (available balance/due from client) with break up in terms of cash, Fixed Deposit Receipts (FDRs), Bank Guarantee and securities.
36. The Client shall ensure that it has the required legal capacity to, and is authorized to, enter into the relationship with stock broker and is capable of performing his obligations and undertakings hereunder. All actions required to be taken to ensure compliance of all the transactions, which the Client may enter into shall be completed by the Client prior to such transaction being entered into.

ELECTRONIC CONTRACT NOTES (ECN)

37. In case, client opts to receive the contract note in electronic form, he shall provide an appropriate e-mail id to the stock broker. The client shall communicate to the stock broker any change in the email-id through a physical letter. If the client has opted for internet trading, the request for change of email id may be made through the secured access by way of client specific user id and password.
38. The stock broker shall ensure that all ECNs sent through the e-mail shall be digitally signed, encrypted, non-tamperable and in compliance with the provisions of the IT Act, 2000. In case, ECN is sent through e-mail as an attachment, the attached file shall also be secured with the digital signature, encrypted and non-tamperable.
39. The client shall note that non-receipt of bounced mail notification by the stock broker shall amount to delivery of the contract note at the e-mail ID of the client.
40. The stock broker shall retain ECN and acknowledgement of the e-mail in a soft and non-tamperable form in the manner prescribed by the exchange in compliance with the provisions of the IT Act, 2000 and as per the extant rules/regulations/circulars/guidelines issued by SEBI/Stock Exchanges from time to time. The proof of delivery i.e., log report generated by the system at the time of sending the contract notes shall be maintained by the stock broker for the specified period under the extant regulations of SEBI/stock exchanges. The log report shall provide the details of the contract notes that are not delivered to the client/e-mails rejected or bounced

back. The stock broker shall take all possible steps to ensure receipt of notification of bounced mails by him at all times within the stipulated time period under the extant regulations of SEBI/stock exchanges.

41. The stock broker shall continue to send contract notes in the physical mode to such clients who do not opt to receive the contract notes in the electronic form. Wherever the ECNs have not been delivered to the client or has been rejected (bouncing of mails) by the e-mail ID of the client, the stock broker shall send a physical contract note to the client within the stipulated time under the extant regulations of SEBI/stock exchanges and maintain the proof of delivery of such physical contract notes.
42. In addition to the e-mail communication of the ECNs to the client, the stock broker shall simultaneously publish the ECN on his designated web-site, if any, in a secured way and enable relevant access to the clients and for this purpose, shall allot a unique user name and password to the client, with an option to the client to save the contract note electronically and/or take a print out of the same.

LAW AND JURISDICTION

43. In addition to the specific rights set out in this document, the stock broker, sub-broker and the client shall be entitled to exercise any other rights which the stock broker or the client may have under the Rules, Bye-laws and Regulations of the Exchanges in which the client chooses to trade and circulars/notices issued thereunder or Rules and Regulations of SEBI.
44. The provisions of this document shall always be subject to Government notifications, any rules, regulations, guidelines and circulars/notices issued by SEBI and Rules, Regulations and Bye laws of the relevant stock exchanges, where the trade is executed, that may be in force from time to time.
45. The stock broker and the client shall abide by any award passed by the Arbitrator(s) under the Arbitration and Conciliation Act, 1996. However, there is also a provision of appeal within the stock exchanges, if either party is not satisfied with the arbitration award.
46. Words and expressions which are used in this document but which are not defined herein shall, unless the context otherwise requires, have the same meaning as assigned thereto in the Rules, Byelaws and Regulations and circulars/notices issued thereunder of the Exchanges/SEBI.
47. All additional voluntary clauses/document added by the stock broker should not be in contravention with rules/regulations/notices/circulars of Exchanges/SEBI. Any changes in such voluntary clauses/document(s) need to be preceded by a notice of 15 days. Any changes in the rights and obligations which are specified by Exchanges/SEBI shall also be brought to the notice of the clients.
48. If the rights and obligations of the parties hereto are altered by virtue of change in Rules and regulations of SEBI or Bye-laws, Rules and Regulations of the relevant stock Exchanges where the trade is executed, such changes shall be deemed to have been incorporated herein in modification of the rights and obligations of the parties mentioned in this document.

INTERNET & WIRELESS TECHNOLOGY BASED TRADING FACILITY PROVIDED BY STOCK BROKERS TO CLIENT

(All the clauses mentioned in the 'Rights and Obligations' document(s) shall be applicable. Additionally, the clauses mentioned herein shall also be applicable.)

1. Stock broker is eligible for providing Internet based trading (IBT) and securities trading through the use of wireless technology that shall include the use of devices such as mobile phone, laptop with data card, etc. which use Internet Protocol (IP). The stock broker shall comply with all requirements applicable to internet based trading/securities trading using wireless technology as may be specified by SEBI & the Exchanges from time to time.
2. The client is desirous of investing/trading in securities and for this purpose, the client is desirous of using either the internet based trading facility or the facility for securities trading through use of wireless technology. The Stock broker shall provide the Stock broker's IBT Service to the Client, and the Client shall avail of the Stock broker's IBT Service, on and subject to SEBI/Exchanges Provisions and the terms and conditions specified on the Stock broker's IBT Web Site provided that they are in line with the norms prescribed by Exchanges/SEBI.
3. The stock broker shall bring to the notice of client the features, risks, responsibilities, obligations and liabilities associated with securities trading through wireless technology/internet/smart order routing or any other technology should be brought to the notice of the client by the stock broker.
4. The stock broker shall make the client aware that the Stock Broker's IBT system itself generates the initial password and its password policy as stipulated in line with norms prescribed by Exchanges/SEBI.
5. The Client shall be responsible for keeping the Username and Password confidential and secure and shall be solely responsible for all orders entered and transactions done by any person whosoever through the Stock broker's IBT System using the Client's Username and/or Password whether or not such person was authorized to do so. Also the client is aware that authentication technologies and strict security measures are required for the internet trading/securities trading through wireless technology through order routed system and undertakes to ensure that the password of the client and/or his authorized representative are not revealed to any third party including employees and dealers of the stock broker
6. The Client shall immediately notify the Stock broker in writing if he forgets his password, discovers security flaw in Stock Broker's IBT System, discovers/suspects discrepancies/unauthorized access through his username/password/account with full details of such unauthorized use, the date, the manner and the transactions effected pursuant to such unauthorized use, etc.
7. The Client is fully aware of and understands the risks associated with availing of a service for routing orders over the internet/securities trading through wireless technology and Client shall be fully liable and responsible for any and all acts done in the Client's Username/password in any manner whatsoever.
8. The stock broker shall send the order/trade confirmation through email to the client at his request. The client is aware that the order/ trade confirmation is also provided on the web portal. In case client is trading using wireless technology, the stock broker shall send the order/trade confirmation on the device of the client.
9. The client is aware that trading over the internet involves many uncertain factors and complex hardware, software, systems, communication lines, peripherals, etc. are susceptible to interruptions and dislocations. The Stock broker and the Exchange do not make any representation or warranty that the Stock broker's IBT Service will be available to the Client at all times without any interruption.
10. The Client shall not have any claim against the Exchange or the Stock broker on account of any suspension, interruption, non-availability or malfunctioning of the Stock broker's IBT System or Service or the Exchange's service or systems or non-execution of his orders due to any link/system failure at the Client/Stock brokers/Exchange end for any reason beyond the control of the stock broker/Exchanges.

This Document is Mandatory**RISK DISCLOSURE DOCUMENT FOR CAPITAL MARKET AND DERIVATIVES SEGMENTS**

This document contains important information on trading in Equities/Derivatives Segments of the stock exchanges. All prospective constituents should read this document before trading in Equities/Derivatives Segments of the Exchanges.

Stock exchanges/SEBI does neither singly or jointly and expressly nor impliedly guarantee nor make any representation concerning the completeness, the adequacy or accuracy of this disclosure document nor have Stock exchanges /SEBI endorsed or passed any merits of participating in the trading segments. This brief statement does not disclose all the risks and other significant aspects of trading.

In the light of the risks involved, you should undertake transactions only if you understand the nature of the relationship into which you are entering and the extent of your exposure to risk.

You must know and appreciate that trading in Equity shares, derivatives contracts or other instruments traded on the Stock Exchange, which have varying element of risk, is generally not an appropriate avenue for someone of limited resources/limited investment and/or trading experience and low risk tolerance. You should therefore carefully consider whether such trading is suitable for you in the light of your financial condition. In case you trade on Stock exchanges and suffer adverse consequences or loss, you shall be solely responsible for the same and Stock exchanges/its Clearing Corporation and/or SEBI shall not be responsible, in any manner whatsoever, for the same and it will not be open for you to take a plea that no adequate disclosure regarding the risks involved was made or that you were not explained the full risk involved by the concerned stock broker. The constituent shall be solely responsible for the consequences and no contract can be rescinded on that account. You must acknowledge and accept that there can be no guarantee of profits or no exception from losses while executing orders for purchase and/or sale of a derivative contract being traded on Stock exchanges.

It must be clearly understood by you that your dealings on Stock exchanges through a stock broker shall be subject to your fulfilling certain formalities set out by the stock broker, which may inter alia include your filling the know your client form, reading the rights and obligations, do's and don'ts, etc., and are subject to the Rules, Byelaws and Regulations of relevant Stock exchanges, its Clearing Corporation, guidelines prescribed by SEBI and in force from time to time and Circulars as may be issued by Stock exchanges or its Clearing Corporation and in force from time to time.

Stock exchanges does not provide or purport to provide any advice and shall not be liable to any person who enters into any business relationship with any stock broker of Stock exchanges and/or any third party based on any information contained in this document. Any information contained in this document must not be construed as business advice. No consideration to trade should be made without thoroughly understanding and reviewing the risks involved in such trading. If you are unsure, you must seek professional advice on the same.

In considering whether to trade or authorize someone to trade for you, you should be aware of or must get acquainted with the following:-

1. BASIC RISKS:**1.1 Risk of Higher Volatility:**

Volatility refers to the dynamic changes in price that a security/derivatives contract undergoes when trading activity continues on the Stock Exchanges. Generally, higher the volatility of a security/derivatives contract, greater is its price swings. There may be normally greater volatility in thinly traded securities / derivatives contracts than in active securities /derivatives contracts. As a result of

volatility, your order may only be partially executed or not executed at all, or the price at which your order got executed may be substantially different from the last traded price or change substantially thereafter, resulting in notional or real losses.

1.2 Risk of Lower Liquidity:

Liquidity refers to the ability of market participants to buy and/or sell securities / derivatives contracts expeditiously at a competitive price and with minimal price difference. Generally, it is assumed that more the numbers of orders available in a market, greater is the liquidity. Liquidity is important because with greater liquidity, it is easier for investors to buy and/or sell securities / derivatives contracts swiftly and with minimal price difference, and as a result, investors are more likely to pay or receive a competitive price for securities / derivatives contracts purchased or sold. There may be a risk of lower liquidity in some securities / derivatives contracts as compared to active securities / derivatives contracts. As a result, your order may only be partially executed, or may be executed with relatively greater price difference or may not be executed at all.

1.2.1 Buying or selling securities / derivatives contracts as part of a day trading strategy may also result into losses, because in such a situation, securities / derivatives contracts may have to be sold / purchased at low / high prices, compared to the expected price levels, so as not to have any open position or obligation to deliver or receive a security / derivatives contract.

1.3 Risk of Wider Spreads:

Spread refers to the difference in best buy price and best sell price. It represents the differential between the price of buying a security / derivatives contract and immediately selling it or vice versa. Lower liquidity and higher volatility may result in wider than normal spreads for less liquid or illiquid securities / derivatives contracts. This in turn will hamper better price formation.

1.4 Risk-reducing orders:

The placing of orders (e.g., "stop loss" orders, or "limit" orders) which are intended to limit losses to certain amounts may not be effective many a time because rapid movement in market conditions may make it impossible to execute such orders.

1.4.1 A "market" order will be executed promptly, subject to availability of orders on opposite side, without regard to price and that, while the customer may receive a prompt execution of a "market" order, the execution may be at available prices of outstanding orders, which satisfy the order quantity, on price time priority. It may be understood that these prices may be significantly different from the last traded price or the best price in that security / derivatives contract.

1.4.2 A "limit" order will be executed only at the "limit" price specified for the order or a better price. However, while the customer receives price protection, there is a possibility that the order may not be executed at all.

1.4.3 A stop loss order is generally placed "away" from the current price of a stock / derivatives contract, and such order gets activated if and when the security / derivatives contract reaches, or trades through, the stop price. Sell stop orders are entered ordinarily below the current price, and buy stop orders are entered ordinarily above the current price. When the security / derivatives contract reaches the pre-determined price, or trades through such price, the stop loss order converts to a market/limit order and is executed at the limit or better. There is no assurance therefore that the limit order will be executable since a security / derivatives contract might penetrate the pre-determined price, in which case, the risk of such order not getting executed arises, just as with a regular limit order.

1.5 Risk of News Announcements:

News announcements that may impact the price of stock / derivatives contract may occur during

trading, and when combined with lower liquidity and higher volatility, may suddenly cause an unexpected positive or negative movement in the price of the security / contract.

1.6 Risk of Rumors:

Rumors about companies / currencies at times float in the market through word of mouth, newspapers, websites or news agencies, etc. The investors should be wary of and should desist from acting on rumors.

1.7 System Risk:

High volume trading will frequently occur at the market opening and before market close. Such high volumes may also occur at any point in the day. These may cause delays in order execution or confirmation.

1.7.1 During periods of volatility, on account of market participants continuously modifying their order quantity or prices or placing fresh orders, there may be delays in order execution and its confirmations.

1.7.2 Under certain market conditions, it may be difficult or impossible to liquidate a position in the market at a reasonable price or at all, when there are no outstanding orders either on the buy side or the sell side, or if trading is halted in a security / derivatives contract due to any action on account of unusual trading activity or security / derivatives contract hitting circuit filters or for any other reason.

1.8 System/Network Congestion:

Trading on exchanges is in electronic mode, based on satellite/leased line based communications, combination of technologies and computer systems to place and route orders. Thus, there exists a possibility of communication failure or system problems or slow or delayed response from system or trading halt, or any such other problem/glitch whereby not being able to establish access to the trading system/network, which may be beyond control and may result in delay in processing or not processing buy or sell orders either in part or in full. You are cautioned to note that although these problems may be temporary in nature, but when you have outstanding open positions or unexecuted orders, these represent a risk because of your obligations to settle all executed transactions.

2. As far as Derivatives segments are concerned, please note and get yourself acquainted with the following additional features:-

2.1 Effect of "Leverage" or "Gearing":

In the derivatives market, the amount of margin is small relative to the value of the derivatives contract so the transactions are 'leveraged' or 'geared'. Derivatives trading, which is conducted with a relatively small amount of margin, provides the possibility of great profit or loss in comparison with the margin amount. But transactions in derivatives carry a high degree of risk.

You should therefore completely understand the following statements before actually trading in derivatives and also trade with caution while taking into account one's circumstances, financial resources, etc. If the prices move against you, you may lose a part of or whole margin amount in a relatively short period of time. Moreover, the loss may exceed the original margin amount.

A. Futures trading involve daily settlement of all positions. Every day the open positions are marked to market based on the closing level of the index / derivatives contract. If the contract has moved against you, you will be required to deposit the amount of loss (notional) resulting from such movement. This amount will have to be paid within a stipulated time frame, generally before commencement of trading on next day.

B. If you fail to deposit the additional amount by the deadline or if an outstanding debt occurs in your account, the stock broker may liquidate a part of or the whole position or substitute securities.

In this case, you will be liable for any losses incurred due to such close-outs.

C. Under certain market conditions, an investor may find it difficult or impossible to execute transactions. For example, this situation can occur due to factors such as illiquidity i.e. when there are insufficient bids or offers or suspension of trading due to price limit or circuit breakers etc.

D. In order to maintain market stability, the following steps may be adopted: changes in the margin rate, increases in the cash margin rate or others. These new measures may also be applied to the existing open interests. In such conditions, you will be required to put up additional margins or reduce your positions.

E. You must ask your broker to provide the full details of derivatives contracts you plan to trade i.e. the contract specifications and the associated obligations.

2.2 Currency specific risks:

1. The profit or loss in transactions in foreign currency-denominated contracts, whether they are traded in your own or another jurisdiction, will be affected by fluctuations in currency rates where there is a need to convert from the currency denomination of the contract to another currency.

2. Under certain market conditions, you may find it difficult or impossible to liquidate a position. This can occur, for example when a currency is deregulated or fixed trading bands are widened.

3. Currency prices are highly volatile. Price movements for currencies are influenced by, among other things: changing supply-demand relationships; trade, fiscal, monetary, exchange control programs and policies of governments; foreign political and economic events and policies; changes in national and international interest rates and inflation; currency devaluation; and sentiment of the market place. None of these factors can be controlled by any individual advisor and no assurance can be given that an advisor's advice will result in profitable trades for a participating customer or that a customer will not incur losses from such events.

2.3 Risk of Option holders:

1. An option holder runs the risk of losing the entire amount paid for the option in a relatively short period of time. This risk reflects the nature of an option as a wasting asset which becomes worthless when it expires. An option holder who neither sells his option in the secondary market nor exercises it prior to its expiration will necessarily lose his entire investment in the option. If the price of the underlying does not change in the anticipated direction before the option expires, to an extent sufficient to cover the cost of the option, the investor may lose all or a significant part of his investment in the option.

2. The Exchanges may impose exercise restrictions and have absolute authority to restrict the exercise of options at certain times in specified circumstances.

2.4 Risks of Option Writers:

1. If the price movement of the underlying is not in the anticipated direction, the option writer runs the risks of losing substantial amount.

2. The risk of being an option writer may be reduced by the purchase of other options on the same underlying interest and thereby assuming a spread position or by acquiring other types of hedging positions in the options markets or other markets. However, even where the writer has assumed a spread or other hedging position, the risks may still be significant. A spread position is not necessarily less risky than a simple 'long' or 'short' position.

3. Transactions that involve buying and writing multiple options in combination, or buying or writing options in combination with buying or selling short the underlying interests, present additional risks to

investors. Combination transactions, such as option spreads, are more complex than buying or writing a single option. And it should be further noted that, as in any area of investing, a complexity not well understood is, in itself, a risk factor. While this is not to suggest that combination strategies should not be considered, it is advisable, as is the case with all investments in options, to consult with someone who is experienced and knowledgeable with respect to the risks and potential rewards of combination transactions under various market circumstances.

3. TRADING THROUGH WIRELESS TECHNOLOGY/ SMART ORDER ROUTING OR ANY OTHER TECHNOLOGY:

Any additional provisions defining the features, risks, responsibilities, obligations and liabilities associated with securities trading through wireless technology/ smart order routing or any other technology should be brought to the notice of the client by the stock broker.

4. GENERAL

4.1 The term 'constituent' shall mean and include a client, a customer or an investor, who deals with a stock broker for the purpose of acquiring and/or selling of securities / derivatives contracts through the mechanism provided by the Exchanges.

4.2 The term 'stock broker' shall mean and include a stock broker, a broker or a stock broker, who has been admitted as such by the Exchanges and who holds a registration certificate from SEBI.

CIRCULAR

SEBI/HO/MIRSD/MIRSD-PoD-1/P/CIR/2023/73 Dated May 19, 2023

Subject - Risk disclosure with respect to trading by individual traders in Equity Futures & Options Segment

Annexure- I: Risk disclosures

| RISK DISCLOSURES ON DERIVATIVES |
|--|
| <ul style="list-style-type: none"> • 9 out of 10 individual traders in equity Futures and Options Segment , incurred net losses. • On an average, loss makers registered net trading loss close to ₹50,000. • Over and above the net trading losses incurred, loss makers expended an additional 28% of net trading losses as transaction costs • Those making net trading profits, incurred between 15% to 50% of such profits as transaction cost. |

Source:

1. SEBI study dated January 25, 2023 on "Analysis of Profit and Loss of Individual Traders dealing in equity Futures and Options (F&O) Segment", wherein Aggregate Level findings are based on annual Profit/Loss incurred by individual traders in equity F&O during FY 2021-22.

This Document is Mandatory**GUIDANCE NOTE - DO's AND DON'Ts FOR TRADING ON THE EXCHANGE(S) FOR INVESTORS BEFORE YOU BEGIN TO TRADE:**

1. Ensure that you deal with and through only SEBI registered intermediaries. You may check their SEBI registration certificate number from the list available on the Stock exchanges www.bseindia.com: www.nseindia.com and SEBI website www.sebi.gov.in.
2. Ensure that you fill the KYC form completely and strike off the blank fields in the KYC form.
3. Ensure that you have read all the mandatory documents viz. Rights and Obligations, Risk Disclosure Document, Policy and Procedure document of the stock broker.
4. Ensure to read, understand and then sign the voluntary clauses, if any, agreed between you and the stock broker. Note that the clauses as agreed between you and the stock broker cannot be changed without your consent.
5. Get a clear idea about all brokerage, commissions, fees and other charges levied by the broker on you for trading and the relevant provisions/ guidelines specified by SEBI/Stock exchanges.
6. Obtain a copy of all the documents executed by you from the stock broker free of charge.
7. In case you wish to execute Power of Attorney (POA) in favour of the Stock broker, authorizing it to operate your bank and demat account, please refer to the guidelines issued by SEBI/Exchanges in this regard.

TRANSACTIONS AND SETTLEMENTS:

8. The stock broker may issue electronic contract notes (ECN) if specifically authorized by you in writing. You should provide your email id to the stock broker for the same. Don't opt for ECN if you are not familiar with computers.
9. Don't share your internet trading account's password with anyone.
10. Don't make any payment in cash to the stock broker.
11. Make the payments by account payee cheque in favour of the stock broker. Don't issue cheques in the name of subbroker. Ensure that you have a documentary proof of your payment/deposit of securities with the stock broker, stating date, scrip, quantity, towards which bank/ demat account such money or securities deposited and from which bank/ demat account.
12. Note that facility of Trade Verification is available on stock exchanges' websites, where details of trade as mentioned in the contract note may be verified. Where trade details on the website do not tally with the details mentioned in the contract note, immediately get in touch with the Investors Grievance Cell of the relevant Stock exchange.
13. In case you have given specific authorization for maintaining running account, payout of funds or delivery of securities (as the case may be), may not be made to you within one working day from the receipt of payout from the Exchange. Thus, the stock broker shall maintain running account for you subject to the following conditions:
 - a) Such authorization from you shall be dated, signed by you only and contains the clause that you may revoke the same at any time.
 - b) The actual settlement of funds and securities shall be done by the stock broker, at least once in a calendar quarter or month, depending on your preference. While settling the account, the stock broker shall send to you a 'statement of accounts' containing an extract from the client ledger for

funds and an extract from the register of securities displaying all the receipts/deliveries of funds and securities. The statement shall also explain the retention of funds and securities and the details of the pledged shares, if any.

c) On the date of settlement, the stock broker may retain the requisite securities/funds towards outstanding obligations and may also retain the funds expected to be required to meet derivatives margin obligations for next 5 trading days, calculated in the manner specified by the exchanges. In respect of cash market transactions, the stock broker may retain entire pay-in obligation of funds and securities due from clients as on date of settlement and for next day's business, he may retain funds/securities/margin to the extent of value of transactions executed on the day of such settlement in the cash market.

d) You need to bring any dispute arising from the statement of account or settlement so made to the notice of the stock broker in writing preferably within 7 (seven) working days from the date of receipt of funds/securities or statement, as the case may be. In case of dispute, refer the matter in writing to the Investors Grievance Cell of the relevant Stock exchanges without delay.

14. In case you have not opted for maintaining running account and pay-out of funds/securities is not received on the next working day of the receipt of payout from the exchanges, please refer the matter to the stock broker. In case there is dispute, ensure that you lodge a complaint in writing immediately with the Investors Grievance Cell of the relevant Stock exchange.

15. Please register your mobile number and email id with the stock broker, to receive trade confirmation alerts/ details of the transactions through SMS or email, by the end of the trading day, from the stock exchanges.

IN CASE OF TERMINATION OF TRADING MEMBERSHIP:

16. In case, a stock broker surrenders his membership, is expelled from membership or declared a defaulter; Stock exchanges gives a public notice inviting claims relating to only the "transactions executed on the trading system" of Stock exchange, from the investors. Ensure that you lodge a claim with the relevant Stock exchanges within the stipulated period and with the supporting documents.

17. Familiarize yourself with the protection accorded to the money and/or securities you may deposit with your stock broker, particularly in the event of a default or the stock broker's insolvency or bankruptcy and the extent to which you may recover such money and/or securities may be governed by the Bye-laws and Regulations of the relevant Stock exchange where the trade was executed and the scheme of the Investors' Protection Fund in force from time to time.

DISPUTES/ COMPLAINTS:

18. Please note that the details of the arbitration proceedings, penal action against the brokers and investor complaints against the stock brokers are displayed on the website of the relevant Stock exchange.

19. In case your issue/problem/grievance is not being sorted out by concerned stock broker/sub-broker then you may take up the matter with the concerned Stock exchange. If you are not satisfied with the resolution of your complaint then you can escalate the matter to SEBI.

20. Note that all the stock broker/sub-brokers have been mandated by SEBI to designate an e-mail ID of the grievance redressal division/compliance officer exclusively for the purpose of registering complaints.

This Documents is Mandatory**Policies and Procedures (Mandatory) of DHANKI SECURITIES PVT.LTD.****A. Refusal of orders for penny / illiquid stocks :**

Although, the term 'Penny Stock' has not been defined by BSE/ NSE or any Stock Exchanges/SEBI a penny stock generally refers to a stock which has following mentioned characteristics:

- Has small market capitalization;
- Trades at a price less than its face value;
- Has unsound fundamentals;
- Is illiquid (A list of illiquid securities is jointly released by NSE & BSE from time to time.)

Dhanki Securities Pvt.Ltd. recognizes that it is client's privilege to choose shares in which he/she would like to trade. However, Dhanki Securities Pvt.Ltd. like to have special attention to dealing in "Penny stocks".

- Dhanki Securities Pvt.Ltd. may refuse to execute any clients orders in penny stocks without assigning any reason for the same.
- Any large order for purchase or sale of a "Penny stocks" should be referred to Head - Dealing before such orders can be put in the market for execution.
- Clients must ensure that trading in "Penny stocks" doesn't result in creation of artificial volume or false or misleading appearance of trading. Further, clients should ensure that trading in "Penny stock" doesn't operate as a device to inflate or depress or cause fluctuations in the price of such stock.
- Clients are expected not to place orders in penny stocks at prices which are substantially different from the prevailing market prices. Any such order is liable to be rejected at the sole discretion of Dhanki Securities Pvt.Ltd.
- In case of sale of penny stocks, client should ensure delivery of shares to Dhanki Securities Pvt.Ltd. before the pay-in date.

B. Setting up client's exposure limit :

- Exposure limit for each client is determined by the Risk management Department based on Net-worth information, client's financial capacity, prevailing market conditions, purpose of trading i.e delivery based or intraday and Margin deposited & by client in the form of funds/securities with the Dhanki Securities Pvt.Ltd. These limits may be set exchange-wise, segment-wise, & scrip-wise.
- Dhanki Securities Pvt.Ltd. retains the discretion to set and modify from time to time any clients exposure limit decided as above.
- The limits are determined by Risk Management Department based on the above criteria and payment history of the client in consultation with Sales/Sales trader.
- Whenever, any client has taken or wants to take exposure in any security, Dhanki Securities Pvt. Ltd. may call for appropriate margins in the form of early pay-in of shares or funds before or after execution of trades in the Cash segment. In case of any margin shortfall, the clients are told to reduce the position immediately or they will be requested to deposit extra margin to meet the shortfall. Otherwise, Dhanki Securities Pvt. Ltd. may refuse to trade on behalf of such client in its own discretion.

- The margin / security deposited by the client with the Dhanki Securities Pvt. Ltd. are not eligible for any interest.

C. Applicable brokerage rate :

- Brokerage rate is mutually decided between the Dhanki Securities Pvt. Ltd. and each client based on client's networth, Expected trading volume, etc. however Dhanki Securities Pvt. Ltd. is entitled to charge brokerage within the limits imposed by SEBI/ Exchanges which at present is as under:

For Cash Market Segment: The maximum brokerage chargeable in relation to trades effected in the securities admitted to dealings on the Capital Market segment of the Exchange shall be 2.5% of the contract price exclusive of statutory levies. It is hereby clarified that where the sale / purchase value of a share is Rs.10/- or less, a maximum brokerage of 25 paise per share may be collected.

- For Option contracts: Brokerage for option contracts shall be charged on the premium amount at which the option contract was bought or sold and not strike price of the option contract.

It is hereby further clarified that brokerage on options contracts shall not exceed 2.5% of the premium amount or Rs.100/- (per lot) whichever is higher.

D. Imposition of penalty / delayed payment charges by either party, Specifying the rate and the period :

- Penalty and other charges levied by SEBI/ Exchanges or any other statutory authorities or any other law for the time being in force pertaining to trading of the client shall be recovered from the respective client.
- If there is delay on part of client in satisfying his/her margin obligation or settlement obligations, then, Dhanki Securities Pvt. Ltd. shall levy interest at the rate of 12% p.a. on such shortage amount for the delayed period to such client. Dhanki Securities Pvt. Ltd. shall recover such delayed payment charges from the client by debiting such client's account.
- No interest or charges will be paid by Dhanki Securities Pvt.Ltd.to any client in respect of retention of funds or securities towards meeting future settlement obligations and in respect of running account authorizations.

E. Right to sell client's securities or close client's position, without giving notice to the client, on account of non payment of client's dues to the extent of margin / settlement obligation:

- Dhanki Securities Pvt.Ltd. has the right but not the obligation to close out/liquidate or square off any open position of the client (limited to the extent of settlement /margin obligation) without giving any prior notice, all or any of the client's positions as well as securities / collaterals placed as margins for non-payments of margin or other amounts due from such client in respect of settlement or any other dues that are recoverable from the client by Dhanki Securities Pvt.Ltd. The proceeds of the same shall be adjusted against the client's liabilities / obligations. Any loss or financial charges on account of such close-out / liquidation shall be debited to client's account.

F. Shortages in obligations arising out of internal netting of trades :

- To determine the net obligation of a broker / trading cum clearing member (for securities and funds) in a settlement, clearing house does the netting of trades at the broker level. It is possible that a broker's net obligations towards clearing house may be nil but due to default by one or more clients in satisfying their obligations towards the broker, the broker internally might have shortages to fulfill its obligation towards the other client(s). In such situation, Dhanki Securities Pvt. Ltd. shall endeavor to collect the securities from the selling client and deliver it to the purchasing client within 48 hours of the settlement date. In case the selling client is unable to deliver the securities within 48 hours, then Dhanki Securities Pvt. Ltd. shall

attempt to purchase the security from the market and deliver it to the purchasing client. If Dhanki Securities Pvt. Ltd. is unable to obtain the securities from the market, then the transaction will be closed out as per the auction rate prescribed by the Exchange for that scrip and the closing amount will be credited to the purchasing client and same will be debited to the selling client.

G. Conditions under which a client may not be allowed to take further position or the broker may close the existing position of the client :

Dhanki Securities Pvt. Ltd. shall have absolute discretion and authority to limit client's volume of business or to close any existing position of a client without giving any prior notice to the client under following mentioned conditions:

- Extreme volatility in the market or in particular scrip or in the F & O segment.
- There is shortfall in the margin deposited / settlement obligation by client with Dhanki Securities Pvt. Ltd.
- There is insider trading restrictions on the client.
- There are any unforeseen adverse market conditions or any natural calamities affecting the operation of market.
- There are any restrictions imposed by Exchange or Regulator on the volume of trading outstanding positions of contracts.
- The client is undertaking any illegal trading practice or the client is suspected to be indulging in money laundering activities.
- Dhanki securities Pvt.Ltd. has reached its limit in that scrip.
- The clients has breached the client-wise limit.
- The client has taken or intends to take new position in a security which is in the ban period.
- Due to abnormal rise or fall in the market, if markets are closed.

H. Temporarily suspending or closing a client's account at the Client's request :

- Any client desirous of temporarily suspending his or her trading account has to give such request in writing to the management. After management's approval, any further dealing in such client's account will be blocked. Whenever, any suspended account wants to resume trading. A request in writing should be made to management and management may ask for updated financial information & other details for reactivating such account. After receiving necessary documents, details etc. and approval from the management, client is reactivated & is allowed to carry out transaction.
- Similarly, any client desirous of closing his/her account permanently is required to inform in writing and the decision in this regard is taken by management. After necessary approval from the management, the client code is deactivated. Only after scrutinizing the compliance requirements and "no pending queries" confirmation is taken, securities and funds accounts are settled.
- Dhanki Securities Pvt. Ltd. can withhold the payouts of client and suspend his trading account due to surveillance action or judicial or / and regulatory order / action requiring client suspension.

I. Deregistering a Client :

Dhanki Securities Pvt. Ltd. may, in its absolute discretion, decide to deregister a particular client. The illustrative circumstances under which Dhanki Securities Pvt. Ltd. may deregister a client are given below:

- SEBI or any other regulatory body has passed an order against such client, prohibiting or suspending such client from participating in the securities market.
- Such client has been indicated by a regulatory body or any government enforcement agency in case of market manipulation or insider trading or any other case involving violation of any laws, rules, regulations, guidelines or circulars governing securities market.
- Such client is suspected of indulging in illegal or criminal activities including fraud or money laundering.
- Such client's name appears in the UN list of prohibiting entities or SEBI debarred list.
- Such client's account has been irregular in fulfilling obligations towards margin or settlement dues.
- Such client has a tainted reputation and any business relationship with such clients is likely to tarnish the reputation of Dhanki Securities Pvt. Ltd. or may act as detriment to Dhanki Securities Pvt. Ltd. prospects.
- Such client has been declared insolvent or any legal proceedings to declare his/her/its as insolvent have been initiated.
- Such client's account has been lying dormant for a long time or client is not traceable.
- If the action of the client are prima facie illegal/ improper or such as to manipulate the price of any securities or disturb the normal/proper functioning of securities or disturb the normal/proper functioning of the market, either alone or in conjunction with others

Any outstanding dues in the client's account will be communicated and collected from the client and the client will be liable to pay such dues immediately on such communication.

J. Inactive Client Account :

- Client account will be considered as inactive if the client does not trade for period of one year. Calculation will be done at the beginning of every month and those clients who have not traded even a single time will be considered as inactive, the shares/credit ledger balance if any will be transferred to the client within one week of the identifying to client as inactive. The client has to make written request for reactivation of their account. by providing updated financial information & other details, documentation etc. and the same will be placed before management for consideration.

I/we have read the contents of the company's policies and procedures and agree to abide by it.

Client Signature: X

Client Name :

Client Code :

Date:

Tariff Sheet

Brokerage Rate is Exclusive of statutory and other charges:-

| Delivery Transactions | | Non-Delivery Transactions | | | |
|---|--------------|---|---------------|---|--------------|
| Equity Segment | Debt Segment | Equity Segment | F & O Segment | | Debt Segment |
| | | | Future | Options | |
| | | | | | |
| Maximum Brokerage @ 2.5% of contract price or @ 0.25 paise per share may be collected on sale / purchase value of a share is Rs. 10/- or less | | Maximum Brokerage @ 2.5% of contract price or @ 0.25 paise per share may be collected on sale / purchase value of a share is Rs. 10/- or less | | Brokerage on options contracts shall not exceed 2.5% of the premium amount or Rs. 100/- (Per lot) whichever is higher | |

The above brokerage rate may be subject to change as may be mutually agreed upon from time to time between Dhanki Securities Pvt. Ltd. and its clients, subject to the prevailing limit imposed by SEBI / Exchanges.

Statutory and other Charges:-

| Particulars | Delivery | Square Up | Future | Options |
|---|--|--------------|--------------|--------------|
| G.S.T. on Brokerage Amount | 18% | 18% | 18% | 18% |
| Securities Transaction Tax (STT) (Central Govt.) | 0.10% | 0.025% | – | – |
| Securities Transaction Tax (STT) on Sell side (Central Govt.) | N.A | 0.0250% | 0.01% | 0.05% |
| Securities Transaction Tax (STT) on Exercised options (Central Govt.) by Purchaser | N.A | N.A | N.A | 0.1250% |
| SEBI Fees on Total Turnover Options - Premium Amount | 0.0001% – | 0.0001% – | 0.0001% – | – 0.0001% |
| Stamp Duty (State Govt.) | 0.0100% | 0.0020% | 0.0020% | 0.0020% |
| Stock Exchanges Transaction Fees | As May be levied by respective stock exchanges | | | |

The above mentioned rates may change as and when changes in the same are made by the respective statutory authorities

Client Signature: X _____

Client Name : _____

Client Code : _____ Date: _____



Securities Pvt. Ltd.
Member : BSE Ltd. & NSE Ltd.

CIN: U67120MH1997PTC111852

Non-Mandatory Document Running Account Authorization

To,

Dhanki Securities Pvt.Ltd.
302,Hubtown Solaris
N.S Phadke Road
Near East West Flyover
Andheri (East)
Mumbai-400069

From:

Date:

Dear Sir/Madam,

- 1) I/We hereby state that, I/we are aware of the norms relating to pay-in & Pay-out of Funds and securities. In order to facilitate operations and banking convenience, I/We hereby authorize you to maintain my/our fund account with you on a running account basis instead of daily settlement of fund due to me/us. Further, the pay-out of Funds may be retained by you for the purpose of margins /exposures /collateral/any other obligations due to you. I/We also understand and agree that any credit amount lying with you will not attract any interest. I/We further understand that in case of non-payment of dues by me/us upto T+2 day, the securities received towards payout may be retained by you in the Client Unpaid Securities Account (CUSA) as per the applicable guidelines.
- 2) On my/our specific request, you may release the Funds and Securities due to me/us. While doing the settlement, you may retain Entire pay-in obligation of funds outstanding at the end of the day on settlement of running account, of T day & T-1 day, Margin liability as on the date of settlement of running account in all segment and additional margins (maximum upto 125% of total margin liability on the day of settlement). The margin liability shall include the end of the day margin requirement excluding the MTM and pay-in obligation. Hence you may retain 225% of the total margin liability in all the segments across exchanges.
- 3) If no transaction is done in the 30 calendar days since the last transaction, the credit balance of my/our account shall be returned within next three working days irrespective of the date when the running account was previously settled.
- 4) I/We here agree that you will settle my/ our account of funds at least once in a calendar quarter /month. While settling the account you will send; in physical or electronic form; the "statement of Running Accounts (SOA)" including the Retention Statement. I/We will bring in to your notice any discrepancies within 30 working days from the date of statement, failing which it is agreed by me/us that the statement of Accounts as issued by you is proper and correct. My/Our preference for settlement of Running Account is at least once in:

☐ Calendar Quarter _____
☐ Calendar Month _____
- 5) I/We hereby agree that above stated periodic settlement of running account is not required in case I/we avail margin trading facility or for funds given by me/us towards collateral/ margin in the form of Bank guarantee (BG)/ Fixed Deposit Receipts (FDR) directly in favor of CC/ exchange. Margin trading account with no transaction, for Preferred retention period, shall be settled as per the rules.
- 6) I/We understand and agree that excess securities (in the form of margin pledge) or any cash equivalent collateral deposited with CC on behalf of me, after adjustment of the 225% of margin liability, need not be unpledged.
- 7) I/We understand that this authorization may be revoked at any point of time, by giving prior written communication at your registered office.

Thanking you,

Yours Faithfully,

Client Signature : _____

Name of the Client : _____

Client Code : _____

(Note : To be signed by person himself / herself & not to be signed by his / her attorney/ authorised Person etc.)

ADDITIONAL LITERATURE FOR AML REQUIREMENTS

As per the requirements of SEBI, implementation of Anti Money Laundering (AML)/Combating Financing of Terrorism requires trading members as intermediaries to demand certain information from investors which may be of personal nature or has hitherto never been called for. Such information can include documents evidencing source of funds/income tax returns/bank records etc. This can sometimes lead to raising of questions with regard to the motive and purpose of collecting such information. To, sensitize about these requirements as the ones emanating from AML and CFT framework, General FAQs as published by The Financial Action Task Force (FATF), an inter-governmental body whose purpose is the development and promotion of policies, both at national and international levels, to combat money laundering and terrorist financing is reproduced herewith. Kindly feel free to visit the websites of <http://www.fatf-gafi.org/> and <http://fiuindia.gov.in> for more information on the subject

The Prevention of Money Laundering Act, 2002 (PMLA) forms the core of the legal framework put in place by India to combat money laundering. PMLA and the Rules notified there under came into force with effect from 1 July 2005. Director, FLU-IND and Director (enforcement) have been conferred with exclusive and concurrent powers under relevant sections of the Act to implement the provisions of the Act. PMLA defines money laundering offence and provides for the freezing, seizure and confiscation of the proceeds of crime.

Please Refer: <http://fiuindia.gov.in/pmla2002.htm>

Please refer to SEBI Master Circular on Anti Money laundering Standards (AML)/Combating Financing of Terrorism (CFT) obligations of securities market intermediaries under the Prevention of Anti-Money Laundering Act, 2002 and rules framed thereunder dated 12 February 2010. <http://www.sebi.gov.in/2010/mastercircular/MasterCircular.pdf>

FAQ

What is Money Laundering?

The goal of a large number of criminal acts is to generate a profit for the individual or group that carries out the act. Money laundering is the processing of these criminal proceeds to disguise their illegal origin. This process is of critical importance, as it enables the criminal to enjoy these profits without jeopardizing their source.

Illegal arms sales, smuggling, and the activities of organised crime, including for example drug trafficking and prostitution rings, can generate huge amounts of proceeds. Embezzlement, insider trading, bribery and computer fraud schemes can also produce large profits and create the incentive to "legitimise" the ill-gotten gains through money laundering.

When a criminal activity generates substantial profits, the individual or group involved must find a way to control the funds without attracting attention to the underlying activity or the persons involved. Criminals do this by disguising the sources, changing the form, or moving the funds to a place where they are less likely to attract attention.

In response to mounting concern over money laundering, the Financial Action Task Force on money laundering (FATF) was established by the G-7 Summit in Paris in 1989 to develop a co-ordinated international response. One of the first tasks of the FATF was to develop Recommendations, 40 in all, which set out the measures national governments should take to implement effective anti-money laundering programmes.

How much money is laundered per year?

By its very nature, money laundering is an illegal activity carried out by criminals which occurs outside of the normal range of economic and financial statistics. Along with some other aspects of underground economic

activity, rough estimates have been put forward to give some sense of the scale of the problem. The International Monetary Fund, for example, has stated in 1996 that the aggregate size of money laundering in the world could be somewhere between two and five percent of the world's gross domestic product.

Using 1996 statistics, these percentages would indicate that money laundering ranged between US Dollar (USD) 590 billion and USD 1.5 trillion. The lower figure is roughly equivalent to the value of the total output of an economy the size of Spain.

However it must be said that overall it is absolutely impossible to produce a reliable estimate of the amount of money laundered and therefore the FATF does not publish any figures in this regard.

How is money laundered?

In the initial or placement - stage of money laundering, the launderer introduces his illegal profits into the financial system. This might be done by breaking up large amounts of cash into less conspicuous smaller sums that are then deposited directly into a bank account, or by purchasing a series of monetary instruments (cheques, money orders, etc.) that are then collected and deposited into accounts at another location.

After the funds have entered the financial system, the second - or layering - stage takes place. In this phase, the launderer engages in a series of conversions or movements of the funds to distance them from their source. The funds might be channelled through the purchase and sales of investment instruments, or the launderer might simply wire the funds through a series of accounts at various banks across the globe. This use of widely scattered accounts for laundering is especially prevalent in those jurisdictions that do not co-operate in anti-money laundering investigations. In some instances, the launderer might disguise the transfers as payments for goods or services, thus giving them a legitimate appearance.

Having successfully processed his criminal profits through the first two phases the launderer then moves them to the third stage - integration - in which the funds re-enter the legitimate economy. The launderer might choose to invest the funds into real estate, luxury assets, or business ventures.

Where does money laundering occur?

As money laundering is a consequence of almost all profit generating crime, it can occur practically anywhere in the world. Generally, money launderers tend to seek out countries or sectors in which there is a low - risk of detection due to weak or ineffective anti-money laundering programmes. Because the objective of money laundering is to get the illegal funds back to the individual who generated them, launderers usually prefer to move funds through stable financial systems.

Money laundering activity may also be concentrated geographically according to the stage the laundered funds have reached. At the placement stage, for example, the funds are usually processed relatively close to the under-lying activity; often, but not in every case, in the country where the funds originate.

With the layering phase, the launderer might choose an offshore financial centre, a large regional business centre, or a world banking centre - any location that provides an adequate financial or business infrastructure. At this stage, the laundered funds may also only transit bank accounts at various locations where this can be done without leaving traces of their source or ultimate destination.

Finally, at the integration phase, launderers might choose to invest laundered funds in still other locations if they were generated in unstable economies or locations offering limited investment opportunities.

How does money laundering affect business?

The integrity of the banking and financial services marketplace depends heavily on the perception that it functions within a framework of high legal, professional and ethical standards. A reputation for integrity is the

one of the most valuable assets of a financial institution.

If funds from criminal activity can be easily processed through a particular institution - either because its employees or directors have been bribed or because the institution turns a blind eye to the criminal nature of such funds - the institution could be drawn into active complicity with criminals and become part of the criminal network itself. Evidence of such complicity will have a damaging effect on the attitudes of other financial intermediaries and of regulatory authorities, as well as ordinary customers.

As for the potential negative macroeconomic consequences of unchecked money laundering, one can cite inexplicable changes in money demand, prudential risks to bank soundness, contamination effects on legal financial transactions, and increased volatility of international capital flows and exchange rates due to unanticipated cross-border asset transfers. Also, as it rewards corruption and crime, successful money laundering damages the integrity of the entire society and undermines democracy and the rule of the law.

What influence does money laundering have on economic development?

Launderers are continuously looking for new routes for laundering their funds. Economies with growing or developing financial centres, but inadequate controls are particularly vulnerable as established financial centre countries implement comprehensive anti-money laundering regimes.

Differences between national anti-money laundering systems will be exploited by launderers, who tend to move their networks to countries and financial systems with weak or ineffective countermeasures.

Some might argue that developing economies cannot afford to be too selective about the sources of capital they attract. But postponing action is dangerous. The more it is deferred, the more entrenched organised crime can become.

As with the damaged integrity of an individual financial institution, there is a damping effect on foreign direct investment when a country's commercial and financial sectors are perceived to be subject to the control and influence of organised crime. Fighting money laundering and terrorist financing is therefore a part of creating a business friendly environment which is a precondition for lasting economic development.

What is the connection with society at large?

The possible social and political costs of money laundering, if left unchecked or dealt with ineffectively, are serious. Organised crime can infiltrate financial institutions, acquire control of large sectors of the economy through investment, or offer bribes to public officials and indeed governments.

The economic and political influence of criminal organisations can weaken the social fabric, collective ethical standards, and ultimately the democratic institutions of society. In countries transitioning to democratic systems, this criminal influence can undermine the transition. Most fundamentally, money laundering is inextricably linked to the underlying criminal activity that generated it. Laundering enables criminal activity to continue.

How does fighting money laundering help fight crime?

Money laundering is a threat to the good functioning of a financial system; however, it can also be the Achilles heel of criminal activity.

In law enforcement investigations into organised criminal activity, it is often the connections made through financial transaction records that allow hidden assets to be located and that establish the identity of the criminals and the criminal organisation responsible.

When criminal funds are derived from robbery, extortion, embezzlement or fraud, a money laundering investigation is frequently the only way to locate the stolen funds and restore them to the victims.

Most importantly, however, targeting the money laundering aspect of criminal activity and depriving the criminal of his ill-gotten gains means hitting him where he is vulnerable. Without a usable profit, the criminal activity will not continue.

What should individual governments be doing about it?

A great deal can be done to fight money laundering, and, indeed, many governments have already established comprehensive anti-money laundering regimes. These regimes aim to increase awareness of the phenomenon - both within the government and the private business sector - and then to provide the necessary legal or regulatory tools to the authorities charged with combating the problem.

Some of these tools include making the act of money laundering a crime; giving investigative agencies the authority to trace, seize and ultimately confiscate criminally derived assets; and building the necessary framework for permitting the agencies involved to exchange information among themselves and with counterparts in other countries.

It is critically important that governments include all relevant voices in developing a national anti-money laundering programme. They should, for example, bring law enforcement and financial regulatory authorities together with the private sector to enable financial institutions to play a role in dealing with the problem. This means, among other things, involving the relevant authorities in establishing financial transaction reporting systems, customer identification, record keeping standards and a means for verifying compliance.

Should governments with measures in place still be concerned?

Money launderers have shown themselves through time to be extremely imaginative in creating new schemes to circumvent a particular government's countermeasures. A national system must be flexible enough to be able to detect and respond to new money laundering schemes.

Anti-money laundering measures often force launderers to move to parts of the economy with weak or ineffective measures to deal with the problem. Again, a national system must be flexible enough to be able to extend countermeasures to new areas of its own economy. Finally, national governments need to work with other jurisdictions to ensure that launderers are not able to continue to operate merely by moving to another location in which money laundering is tolerated.

What about multilateral initiatives?

Large-scale money laundering schemes invariably contain cross-border elements. Since money laundering is an international problem, international co-operation is a critical necessity in the fight against it. A number of initiatives have been established for dealing with the problem at the international level.

International organisations, such as the United Nations or the Bank for International Settlements, took some initial steps at the end of the 1980s to address the problem. Following the creation of the FATF in 1989, regional groupings - the European Union, Council of Europe, Organisation of American States, to name just a few - established anti-money laundering standards for their member countries. The Caribbean, Asia, Europe and southern Africa have created regional anti-money laundering task force-like organisations, and similar groupings are planned for western Africa and Latin America in the coming years.

Received from **DHANKI SECURITIES PVT. LTD.**
ADDITIONAL LITERATURE FOR AML REQUIREMENTS

Client Sign X

Client Name

This is with reference to SEBI Circular No. SEBI/HO/MIRSD/MIRSD-PoD-1/P/CIR/2023/180 dated November 13, 2023.

Most Important Terms and Conditions (MITC)

(For non-custodial settled trading accounts)

1. Your trading account has a “Unique Client Code” (UCC), different from your demat account number. Do not allow anyone (including your own stock broker, their representatives and dealers) to trade in your trading account on their own without taking specific instruction from you for your trades. Do not share your internet/ mobile trading login credentials with anyone else.
2. You are required to place collaterals as margins with the stock broker before you trade. The collateral can either be in the form of funds transfer into specified stock broker bank accounts or margin pledge of securities from your demat account. The bank accounts are listed on the stock broker website. Please do not transfer funds into any other account. The stock broker is not permitted to accept any cash from you.
3. The stock broker’s Risk Management Policy provides details about how the trading limits will be given to you, and the tariff sheet provides the charges that the stock broker will levy on you.
4. All securities purchased by you will be transferred to your demat account within one working day of the payout. In case of securities purchased but not fully paid by you, the transfer of the same may be subject to limited period pledge i.e. seven trading days after the pay-out (CUSPA pledge) created in favor of the stock broker. You can view your demat account balances directly at the website of the Depositories after creating a login.
5. The stock broker is obligated to deposit all funds received from you with any of the Clearing Corporations duly allocated in your name. The stock broker is further mandated to return excess funds as per applicable norms to you at the time of quarterly/ monthly settlement. You can view the amounts allocated to you directly at the website of the Clearing Corporation(s).
6. You will get a contract note from the stock broker within 24 hours of the trade.
7. You may give a one-time Demat Debit and Pledge Instruction (DDPI) authority to your stock broker for limited access to your demat account, including transferring securities, which are sold in your account for pay-in.
8. The stock broker is expected to know your financial status and monitor your accounts accordingly. Do share all financial information (e.g. income, networth, etc.) with the stock broker as and when requested for. Kindly also keep your email Id and mobile phone details with the stock broker always updated.
9. In case of disputes with the stock broker, you can raise a grievance on the dedicated investor grievance ID of the stock broker. You can also approach the stock exchanges and/or SEBI directly.
10. Any assured/guaranteed/fixed returns schemes or any other schemes of similar nature are prohibited by law. You will not have any protection/recourse from SEBI/stock exchanges for participation in such schemes.

Client Signature

Policy on Handling of Good Till Cancelled / Good Till Order Triggered Orders of Clients
(Both Good Till Cancelled and Good Till Triggered shall hereinafter be referred to as “GTT”)

Introduction: GTT is a feature which allows you to set a trigger price, such that; if your trigger price is hit at a future date, an order will be placed on the exchange as per the limit/market price and preset conditions set by you.

- 1) The parameters for placing a GTT order are as below:
- 2) **Order validity:-** GTT order will be valid for a period of a 365 days for equity and until contract expiration for F&O orders.
- 3) **Trigger Validity:** One time till the order is placed on the exchange.
- 4) **Corporate Action Handling:** No handling will be done by GTT and the clients need to monitor and will be solely responsible for effect on prices and triggers based on stock/underlying specific corporate actions. Clients shall review their GTT orders pro actively whenever there may be an impact of corporate action on their order/s. It would be the onus of the client to take appropriate action to modify/ cancel orders accordingly.
- 5) All upcoming corporate action including dividend, bonus, split, etc shall be intimated to clients having unexecuted GTT orders at least one day prior to the ex- date of the corporate action.
- 6) GTDt is a order facility through which a client can place buy and sell limit orders in shares, index futures & index options specifying the period for which the order instruction is valid. The period selected by the client shall be within the maximum validity date defined in point no 2.
- 7) GTDt orders can only be placed by specifying a limit price. GTDt orders cannot be placed at market price.
- 8) If a GTDt order is not executed for the entire quantity, we will place fresh orders for the unexecuted quantity for the client on the subsequent trading days till the entire quantity is executed or till the validity expires, whichever is earlier.
- 9) In case the GTDt order validity date falls on a non trading day, the order will be expired on the last trading day which falls prior to such order valid date.
- 10) The Brokerage rates and applicable charges are same for normal transactions and GTDt orders. Further, GTDt orders shall be settled in the same manner as normal equity / derivative market transactions.

Client Signature –

Client Name –

Client Code -

FATCA-CRS

Annexure for Individual Accounts

(Individual Sole Proprietor) (Refer to instructions)

(Please consult your professional tax advisor for further guidance on your tax residency, if required)

First/Sole Applicant/Guardian

PAN

Client Code

Name

Gender

M

F

O

Address of tax residence would be taken as available in KRA database. In case of any change, please approach KRA & notify the changes

Type of address given at KYC KRA

Residential & Business

Residential

Business

Regd. Off.

Permissible documents are

☐ Passport

☐ Election ID Card

☐ PAN Card

☐ Govt. ID Card

☐ Driving Licence

☐ UIDAI Card

☐ NREGA Job Card

☐ Others

Date of Birth

Place of Birth

Country of Birth

Nationality

Are you a tax resident of any country other than India?

Yes

No

If yes, please indicate all countries in which you are resident for tax purposes and the associated Tax ID Numbers below.

| Country* | Tax identification Number# | Identification Type (TIN or Other, please specify) |
|----------|----------------------------|---|
| | | |
| | | |
| | | |
| | | |

* To also include USA, where the individual is a citizen / green card holder of The USA

In case Tax identification Number is not available, kindly provide its functional equivalent \$

Second Applicant

PAN

Client Code

Name

Gender

M

F

O

Address of tax residence would be taken as available in KRA database. In case of any change, please approach KRA & notify the changes

Type of address given at KYC KRA

Residential & Business

Residential

Business

Regd. Off.

Permissible documents are

☐ Passport

☐ Election ID Card

☐ PAN Card

☐ Govt. ID Card

☐ Driving Licence

☐ UIDAI Card

☐ NREGA Job Card

☐ Others

Date of Birth

Place of Birth

Country of Birth

Nationality

Are you a tax resident of any country other than India?

Yes

No

If yes, please indicate all countries in which you are resident for tax purposes and the associated Tax ID Numbers below.

| Country* | Tax identification Number# | Identification Type (TIN or Other, please specify) |
|----------|----------------------------|---|
| | | |
| | | |
| | | |
| | | |

* To also include USA, where the individual is a citizen / green card holder of The USA

In case Tax identification Number is not available, kindly provide its functional equivalent \$

1

Third Applicant

[illegible][illegible][illegible]

Address of tax residence would be taken as available in KRA database. In case of any change, please approach KRA & notify the changes

| | | | | |
|----------------------------------|------------------------|-------------|----------|------------|
| Type of address given at KYC KRA | Residential & Business | Residential | Business | Regd. Off. |
|----------------------------------|------------------------|-------------|----------|------------|

Permissible documents are ☐ Passport ☐ Election ID Card ☐ PAN Card ☐ Govt. ID Card ☐ Driving Licence
☐ UIDAI Card ☐ NREGA Job Card ☐ Others

[illegible][illegible][illegible]

Are you a tax resident of any country other than India? ☐ Yes ☒ No

If yes, please indicate all countries in which you are resident for tax purposes and the associated Tax ID Numbers below.

| Country* | Tax identification Number# | Identification Type (TIN or Other, please specify) |
|----------|----------------------------|---|
| | | |
| | | |
| | | |
| | | |

*** To also include USA, where the individual is a citizen / green card holder of The USA**

In case Tax identification Number is not available, kindly provide its functional equivalent \$

Certification

I/We have understood the information requirements of this Form (read along with the FATCA & CRS Instructions) and hereby confirm that the information provided by me/us on this Form is true, correct and complete. I/We also confirm that I/We have read and understood the FATCA & CRS Terms and Conditions below and hereby accept the same.

Signatures

| | |
|---|--|
|  | |
|---|--|

**First/Sole Applicant/Guardian**

Second Applicant

Third Applicant

| | | | | | | | | | | | | | | | | | | | |
|------|---|---|---|---|---|---|---|---|-------|--|--|--|--|--|--|--|--|--|--|
| DATE | D | D | M | M | Y | Y | Y | Y | PLACE | | | | | | | | | | |
|------|---|---|---|---|---|---|---|---|-------|--|--|--|--|--|--|--|--|--|--|

FATCA & CRS Terms & Conditions

Details under FATCA & CRS. The Central Board of Direct Taxes has notified Rulers 114F to 114H, as part of the Income-Tax Rules, 1962, which Rules require Indian financial institutions such as the Bank to seek additional personal, tax and beneficial owner information and certain certifications and documentation from all our account holders. In relevant cases, information will have to be reported to tax authorities/appointed agencies. Towards compliance, we may also be required to provide information to any institutions such as withholding agents for the propose of ensuring appropriate withholding from the account or any proceeds in relation thereto.

Should there be any change in any information provided by you. Please ensure you advise us promptly, i.e. within 30 days.

Please note that you may receive more than one request for information. If you have multiple relationships with (Insert FI's name) or its group entities. Therefore, it is important that you respond to our request, even if you believe you have already supplied any previously requested information.

FATCA & CRS Instructions

If you have any questions about your tax residency, please contact your tax advisor. If you are a US citizen or resident or greencard holder, please include United States in the foreign country information field along with your US Tax Identification Number.

It is mandatory to supply a TIN or function equivalent if the country in which you are tax resident issues such identifiers. If no TIN is yet available or has not yet been issued, please provide an explanation and attach this to the form.

In case customer has the following Indicia pertaining to a foreign country and yet declares self to be non-tax resident in the respective country, customer to provide relevant Curing documents as mentioned below:

| FATCA & CRS Indicia observed (ticked) | Documentation required for Cure of FATCA / CRS indicia |
|--|--|
| U.S. Place of Birth | <div>1. Self-certification that the account holder is neither a citizen of United States of America nor a resident for tax purposes;</div> <div>2. Non-US passport or any non-US government issued document evidencing nationality or citizenship (refer list below) AND</div> <div>3. Any one of the following documents:<ul style="list-style-type: none">• Certified Copy of “Certificate of Loss of Nationality”; or• Reasonable explanation of why the customer does not have such a certificate despite renouncing citizenship; or• Reason the customer did not obtain U.S. citizenship at birth</div> |
| Residence/ mailing address in a country other than India | <div>1. Self-certification that the account holder is neither a citizen of United States of America nor a resident of any other country other than India; and</div> <div>2. Documentary evidence (refer list below)</div> |
| Telephone number in a country other than India | <div>If no Indian telephone number is provided</div> <div>1. Self-certification that the account holder is neither a citizen of United States of America nor a tax resident of any country other than India; and</div> <div>2. Documentary evidence (refer list below)</div> <div>If Indian telephone number is provided along with a foreign country telephone number</div> <div>1. Self-certification that the account holder is neither a citizen of United States of America nor a tax resident for tax purposes of any country other than India; or</div> <div>2. Documentary evidence (refer list below)</div> |
| Telephone number in a country other than India | <div>1. Self-certification that the account holder is neither a citizen of United States of America nor a tax resident of any country other than India; and</div> <div>2. Documentary evidence (refer list below)</div> |

List of acceptable **documentary evidence** needed to establish the residence(s) for tax purposes:

1. Certificate of residence issued by an authorised Government body *

2. Valid Identification issued by authorised Government body * (e.g., Passport, National Identity Card, etc.)

* **Government or agency thereof or a municipality of the country or territory in which the payee claims to be a resident.**

Details of ultimate beneficial owner including additional FATCA & CRS information

*Name of the entity

Type of address given at KYC KRA

Residential & Business

Residential

Business

Regd. Off.

Address of tax residence would be taken as available in KRA database. In case of any change, please approach KRA & notify the changes

Customer ID/Folio Number

PAN

Date of Incorporation

D

D

/

M

M

/

Y

Y

Y

Y

City of incorporation

Country of incorporation

Entity Constitution Type

Please tick as appropriate

☐ Partnership Firm

☐ HUF

☐ Private Limited Company

☐ Public Limited Company

☐ Society

☐ Aop/BoiSociety

☐ Trust H Liquidator

☐ Limited Liability Partnership

☐ Artificial Judicial Person

☐ Others specify

Please tick the applicable tax resident declaration

Yes

No

1. Is Entity* a tax resident of any country other India.

Yes

No

(If yes, please provide country/ies in which the entity is a resident for tax purposes and the associated Tax ID number below.)

| Country | Tax identification Number# | Identification Type (TIN or Other, please specify) |
|---------|----------------------------|---|
| | | |
| | | |
| | | |
| | | |

In case Tax identification Number is not available, kindly provide its functional equivalent \$
In case TIN or its functional equivalent is not available, please provide Company Identification number or Global Entity Identification Number or GIIN, etc.

In case the Entity’s Country of Incorporation/Tax residence is U.S. but entity is not a Specified U.S. Person, mention Entity’s exemption code here

FATCA & CRS Declaration

(Please consult your professional tax advisor for further guidance on FATCA & CRS classification)

PART A (to be filled by Financial Institutions or Direct Reporting NFEs)

1.

We are a,
Financial institution
or
Direct reporting NFE
(please tick as appropriate)

☒

☒

GIIN

Note: If you do not have a GIIN but you are sponsored by another entity, please provide your sponsor’s GIIN above and indicate your sponsor’s name below

Name of sponsoring entity

GIIN not available (Please tick as applicabe)

☒ Applied for

If the entity is a financial institution,

☒ Not required to apply for-please specify 2 digits sub-category

☐

☒ Not obtained-Non participating FI

1

PART B (please fill any one as appropriate “to be filled by NFEs other than Direct Reporting NFEs”)

1.

Is the Entity a publicly traded company’ (that is, a company whose shares are regularly traded on a established securities market)

Yes ☒ (If yes, please specify any one stock exchange on which the stock is regularly traded)

Name of stock exchange _____

2.

Is the Entity a related entity of a publicly traded company (a company whose shares are regularly traded on an established securities market)

Yes ☒ (If yes, please specify name of the listed company any one stock exchange on which the stock is regularly traded)

Name of listed company _____

Name of relation: ☐ Subsidiary of the listed Company or
☐ Controlled by a listed Company

Name of stock exchange _____

3.

Is the Entity an active NFE

Yes ☒ (If yes, please fill UBO declaration in the next section)

Nature of Business _____

Please specify the sub-category of Active NFE

4.

Is the Entity an passive NFE

Yes ☒ (If yes, please fill UBO declaration in the next section)

Nature of Business _____

UBO Declaration

Category (Please tick applicable category) ☐ Unlisted Company ☐ Partnership Firm
☐ Limited Liability Partnership Company ☐ Unincorporated association/body of individuals
☐ Public Charitable Trust ☐ Religious Trust ☐ Private Trust
☐ Others (please specify) _____

Please list below the details of controlling person(s), confirming ALL countries of tax residency/permanent residency/citizenship and ALL Tax identification Numbers for EACH controlling person(s).
Owner-documented FFI’s should provide FFI Owner Reporting Statement and Auditor’s Letter with required details as mentioned in Form W8 BEN E

| Name - Beneficial owner / Controlling person | Tax ID Type - TIN or other, please specify. | Tax ID Type - TIN or other, please specify |
|---|---|---|
| Country - Tax Residency | Beneficial Interest - in percentage | Beneficial Interest - in percentage |
| Tax ID No. - or functional equivalent for each country” | Type Code - of countrolling person” | Type Code - of countrolling person” |
| 1. Name | Tax ID Type | Address |
| Country | Type Code | |
| Tax ID No. | Address Type <input type="checkbox"/> Residence <input type="checkbox"/> Business <input type="checkbox"/> Registered Office | ZIP <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> State: Country: |
| 2. Name | Tax ID Type | Address |
| Country | Type Code | |
| Tax ID No. | Address Type <input type="checkbox"/> Residence <input type="checkbox"/> Business <input type="checkbox"/> Registered Office | ZIP <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> State: Country: |
| 3. Name | Tax ID Type | Address |
| Country | Type Code | |
| Tax ID No. | Address Type <input type="checkbox"/> Residence <input type="checkbox"/> Business <input type="checkbox"/> Registered Office | ZIP <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> State: Country: |

If passive NFE, please provide below additional details.

2

| | | | | | |
|---|--|--|--|--------------------------------------|--|
| PAN/Any other Identification Number <small>(PAN, Aadhar, Passport, Election ID, Govt. ID, Driving Licence NREGA Job Card, Others)</small> | | Occupation Type - Service, Business, Others | | DOB - Date of Birth | |
| City of Birth - Country of Birth | | Nationality | | Gender - Male, Female, Others | |
| Father's Name - Mandatory if PAN is not available | | | | | |

1. PAN

City of Birth

Country of Birth

Occupation Type

Nationality

Father's Name

DOB

Gender

Others

2. PAN

City of Birth

Country of Birth

Occupation Type

Nationality

Father's Name

DOB

Gender

Others

3. PAN

City of Birth

Country of Birth

Occupation Type

Nationality

Father's Name

DOB

Gender

Others

Additional details to be filled by controlling persons with tax residency/permanent residency/citizenship/Green Card in any country other than India.
* To include US, where controlling person is a US citizen or green card holder
“ In case Tax Identification Number is not available, kindly provide functional equivalent.

FATCA & CRS Terms and Conditions

The Central Board of Direct Taxes has notified Rulers 114F to 114H, as part of the Income-Tax Rules, 1962, which Rules require Indian financial institutions such as the Bank to seek additional personal, tax and beneficial owner information and certain certifications and documentation from all our account holders. In relevant cases, information will have to be reported to tax authorities/appointed agencies. Towards compliance, we may also be required to provide information to any institutions such as withholding agents for the propose of ensuring appropriate withholding from the account or any proceeds in relation thereto.

Should there be any change in any information provided by you. Please ensure you advise us promptly, i.e. within 30 days.

Please note that you may receive more than one request for information. If you have multiple relationships with *(Insert FI's name)* or its group entities. Therefore, it is important that you respond to our request, even if you believe you have already supplied any previously requested information.

If you have any questions about your tax residency, please contact your tax advisor. If any controlling person of the entity is a US citizen or resident or greencard holder, please include United States in the foreign country information field along with your US Tax Identification Number.

It is mandatory to supply a TIN or functional equivalent if the country in which you are tax resident issues such identifiers. If no TIN is yet available or has not yet been issued, please provide an explationation and attach this to the form.

Certification

I/We have understood the information requirements of this Form (read along with the FATCA & CRS Instructions) and hereby confirm that the information provided by me/us on this Form is true, correct and complete. I/We also confirm that I/We have read and understood the FATCA & CRS Terms and Conditions below and hereby accept the same.

Name

Designation

Signature

Signature

Signature

Place: _____

Date: _____

Investor Corner

View Complaint Status

Register/Login to lodge complaints

Username(email)

Password

Sign in

Forgot Password ?

Not registered yet?

Register here

Why sign up?

Statistics

!! Investors are advised to mention Mobile Number in Complaints
FIGHT AGAINST CORRUPTION - TAKE ONLINE INTEGRITY PLEDGE
09.2019)

Welcome

There will be occasions when you have a complaint against an intermediary registered with SEBI. In the event of such complaint, you may approach the concerned company/ intermediary against whom you have a complaint. However, you may not be satisfied with their response. Therefore, you should turn to, to get your complaint redressed.

SEBI takes up complaints related to issue and transfer of securities, dividend with listed companies. In addition, SEBI also takes up various intermediaries registered with it and related issues.

SCORES facilitates you to lodge your complaint online with SEBI in its status.





Disclaimer

While all efforts have been taken to make this web site as authentic as possible, please refer to the print versions, notified Gazette copies of Acts/Rules/Regulations for authentic version or for use before SEBI or any other authority. SEBI will not be responsible for any loss to any person/entity caused by any short-coming, defect or inaccuracy inadvertently or otherwise crept in the SEBI's web site.

Any discrepancy may be brought to the notice of SEBI at [sebi\[at\]sebi\[dot\]gov\[dot\]in](mailto:sebi[at]sebi[dot]gov[dot]in)


Filing complaints on
SCORES - Easy & quick

- Register on SCORES portal
- Mandatory details for filing complaints on SCORES:
 - Name, PAN, Address, Mobile Number, Email ID
- Benefits
 - Effective communication
 - Speedy redressal of the grievances



International Youth Contest "Together Against Corruption!"

Age Group
14-35 Years
Participation is free



Categories

The Best Video
Mpeg 4, resolution not exceeding 1024x1080 up to 300MB in size.
Duration: up to 120 seconds; Sound: 16 bits, stereo

The Best Poster
A5 format of size 297mm x 420mm
With correct aspect ratio and 300dpi resolution.
Size not to exceed 10MB

Best 3 Videos & Posters will be awarded at National Level.

Contest Period
1st June to 30th September, 2019

Please visit:
<http://anticorruptionlife.in>
for the Contest Rules,
Registration & uploading entries
online.

Additionally, 10 best posters and 10 best videos will be shortlisted for submitting them to Organizer for posting on the official website www.anticorruptionlife.in.
For Indian participants who are declared winners at International level,
the Government of India would sponsor their trip to Mexico to participate in the award ceremony of the International Contest to be held on 6th December, 2019.

[X]
For Listed Companies -
Procedure to obtain
SCORES user-id and
password

[Read More](#)

[X]
Tollfree Investor Helpline

1800 266 7575
or
1800 22 7575

(All days from 9:30 AM to 5:30
PM excluding declared holidays
in the state of Maharashtra)

[Read More](#)

Procedure, Benefits
&
Frequently Asked Questions (FAQ)

SEBI Complaints Redress System (SCORES)

SECTION: I (FAQ FOR INVESTORS)

1. What is SCORES?

SCORES is an online platform designed to help investors to lodge their complaints, pertaining to securities market, online with SEBI against listed companies and SEBI registered intermediaries. All complaints received by SEBI against listed companies and SEBI registered intermediaries are dealt through SCORES.

2. Which are the complaints that come under the purview of SEBI?

Complaints arising out of issues that are covered under SEBI Act, Securities Contract Regulation Act, Depositories Act and rules and regulation made there under and relevant provisions of Companies Act, 2013.

3. Which are the matters that cannot be considered as complaints in SCORES?

- a. Complaint not pertaining to investment in securities market
 - b. Anonymous Complaints (except whistleblower complaints)
 - c. Incomplete or un-specific complaints
 - d. Allegations without supporting documents
 - e. Suggestions or seeking guidance/explanation
 - f. Not satisfied with trading price of the shares of the companies
 - g. Non-listing of shares of private offer
 - h. Disputes arising out of private agreement with companies/intermediaries
 - i. Matter involving fake/forged documents
 - j. Complaints on matters not in SEBI purview
 - k. Complaints about any unregistered/ un-regulated activity
-

4. Complaints against which type of companies cannot be dealt on SCORES?

Complaints against the following companies cannot be dealt through SCORES even though the complaint may be against a listed entity/ SEBI registered intermediary:-

- a. Complaints against the companies which are unlisted/delisted, placed on the Dissemination Board of Stock Exchange.

- b. Complaints against a sick company or a company where a moratorium order is passed in winding up / insolvency proceedings.
- c. Complaints against the companies where the name of company is struck off from Registrar of Companies (RoC) or a Vanishing Company as per list published by Ministry of Corporate Affairs (MCA).
- d. Suspended companies, companies under liquidation, BIFR etc.
- e. Complaints that are sub-judice i.e. relating to cases which are under consideration by court of law, quasi-judicial proceedings etc.
- f. Complaints against companies, falling under the purview of other regulatory bodies viz. The Reserve Bank of India (RBI), The Insurance Regulatory and Development Authority of India (IRDAI), the Pension Funds Regulatory and Development Authority (PFRDA), Competition Commission of India (CCI), etc., or under the purview of other ministries viz., MCA, etc.

The relevant Regulators/Authorities for some of the grievances which are not dealt by SEBI are given below:

| Regulators/ Authorities | Grievances pertaining to | Website |
|--|--|--|
| Reserve Bank of India (RBI)/ Banking Ombudsman | <ol style="list-style-type: none"> 1. Banks deposits and banking 2. Fixed Deposits with Non-Banking Financial Companies (NBFCs) and other matters pertaining to NBFCs 3. Primary Dealers | http://www.rbi.org.in https://bankingombudsman.rbi.org.in/ |
| Ministry of Corporate Affairs(MCA) | <ol style="list-style-type: none"> 1. Deposits u/s 73 & 74 of Companies Act, 2013 2. Unlisted companies 3. Mismanagement of companies, financial performance of the company, Annual General Meeting, etc. 4. Nidhi Companies 5. Companies struck off from RoC 6. Vanishing Company. 7. All matters as delegated under overriding powers under Companies Act 2013 8. Sick companies or a company where a moratorium order is passed in winding up 9. Companies under liquidation | http://www.mca.gov.in |
| Insurance Regulatory and | Insurance Companies /Brokers/ Agents/products | http://www.irdaindia.org |

| | | |
|---|--|--|
| Development Authority of India (IRDAI) | and Service | |
| Pension Fund Regulatory and Development Authority (PFRDA) | Pension funds | http://www.pfrda.org.in |
| Competition Commission of India (CCI) | Monopoly and anti-competitive Practices | http://www.cci.gov.in |
| National Housing Bank (NHB) | Housing Finance Companies | www.nhb.org.in |
| Insolvency And Bankruptcy Board Of India | Companies where insolvency proceedings has started | http://www.ibbi.gov.in |
| Respective Stock Exchange | Complaints against suspended companies | www.bseindia.com www.nseindia.com www.msei.in |

5. Is there any time line for lodging complaint on SCORES?

From 1st August 2018, an investor may lodge a complaint on SCORES within three years from the *date of cause of complaint*, where;

Investor has approached the listed company or registered intermediary for redressal of the complaint **and**,

The concerned listed company or registered intermediary rejected the complaint **or**,

The complainant does not receive any communication from the listed company or intermediary concerned **or**,

The complainant is not satisfied with the reply given to him or redressal action taken by the listed company or an intermediary.

In case investor fails to lodge a complaint within the stipulated time, he may directly take up the complaint with the entity concerned or may approach appropriate court of law.

6. Indicative instance to understand the date of cause of complaint mentioned in FAQ number 5?

If the date of declaration of dividend by a company is 01.01.2015, as per the Companies Act, 2013 the Company has to pay the dividend within 30 days from the declaration of the dividend date to all its registered shareholder. If the Company fails to pay the declared dividend within 30 days i.e. 31.01.2015 as the dividend was declared on 01.01.2015, the date of cause of complaint would be 31.01.2015 and a complaint can be

lodged on SCORES within 3 years from 31.01.2015 i.e. on or before 30.01.2018.

7. How can investors lodge their complaint online in SCORES?

- a. From 1st August 2018, it has been made mandatory to register on SCORES for lodging a complaint.
- b. To become a registered user of SCORES, investors may click on "Register here" under "Investor Corner" appearing on the homepage of SCORES portal. Investors will have to fill in Registration form. Fields like Name, Address, E-mail Address, PAN and Mobile Number are mandatory fields and are required to be filled up. The username and password of SCORES will be sent to the investor's registered email id. If an investor is already a registered user, they can login by entering their username and password.
- c. After logging into SCORES, investors must click on "Complaint Registration" under "Investor Corner".
- d. Investor should provide complaint details.
- e. Investors must select the correct complaint category, entity name, and nature of complaint.
- f. Investors must provide complaint details in brief (up to 1000 characters).
- g. A PDF document (up to 2MB of size for each nature of complaint) can also be attached along with the complaint as supporting document.

On successful submission of complaint, system generated unique registration number will be displayed on the screen which may be noted for future correspondence. An email acknowledging the complaint with complaint registration number will also be sent to the email id entered in the complaint registration form. A text message will also be sent to the investor informing them about registration of the complaint.

8. What mandatory information is required for lodging investor's complaint on SCORES?

For lodging a complaint on SCORES, the following personal information has to be mandatorily provided by investors/complainants:

- a. Name
- b. Address
- c. E-mail Address
- d. PAN and
- e. Mobile Number

If any of the above information is not provided by the investor, the investor shall not be able to lodge a complaint on SCORES.

9. How can investors become a registered user?

To become a registered user of SCORES, an investor can click on "Register here" appearing on the homepage of the SCORES portal. The investor will have to fill in the registration form. Fields like Name, Address, E-mail Address, PAN and Mobile Number are mandatory fields and are required to be filled up. The username and password of SCORES will be sent to the registered email id provided in the Registration Form.

10. How are investor complaints handled?

It was seen that investors frequently lodged complaint on SCORES without actually taking the matter up with the concerned company/ intermediary. In view of the same, from August 01, 2018, complaints will be handled as follows:-

A. At the time of lodging of complaint, the investor is asked "*Have you lodged a complaint with the concerned intermediary / listed company for redressal of your complaint?*"

B. If the investor selects the option "No":

- a. The complaint will be routed directly to the concerned entity. Since this is the first time the issue will be raised with the concerned entity, such "Direct complaints" will be addressed by the concerned entity and the response will come to the investor without any interference of SEBI officials.
- b. The concerned entity is required to send a response to the investor directly within 30 days.
- c. If the concerned entity fails to send a response within 30 days to the investor, then the complaint will be routed to SEBI automatically. Thereafter, the complaint will have a new SCORES registration number.
- d. In case the investor is dissatisfied with the redressal of the complaint, the investor has to indicate the same against the complaint and then the complaint will come to SEBI. If the investor does not indicate the same within 15 days of receipt of reply from the company, it will be assumed that the investor is satisfied with the redressal and the complaint will be closed.

C. If the investor selects the option "Yes"

- a) The complainant has to provide the date of taking up the complaint and also the address where the communication was last made.
- b) The complaint will be routed to SEBI.

When the complaint comes to SEBI, the complaint is examined and its decided whether the subject matter falls under the purview of SEBI and whether it needs to be referred to concerned entity. After examination, SEBI forwards the complaint to the concerned entity with an advice to send a written reply to the investor and file an action taken report in SCORES.

11. Why are certain characters not accepted while lodging a complaint?

Certain characters are not accepted for security reasons. However, the characters which are permissible are mentioned against each field while lodging the complaint. In case certain non-usable characters are entered, then a clear explicit error message is displayed.

12. Why are some companies/intermediaries against whom an investor wants to register a complaint are not available?

Names of intermediaries not registered with SEBI and names of unlisted companies are not available in SCORES.

It is also possible that a company/entity might have changed its name, merged into another entity or delisted or its registration with SEBI might have expired and hence its name is not available on SCORES.

13. If an investor wants to lodge a complaint against a company which pertains to the period between filing of DRHP and prior to listing, in which category should it be lodged?

An investor should lodge it in "Prelisting/Offer document" category under Listed Companies menu. The screen shot is provided below:-

The screenshot shows the 'Complaint Details' page with a 'Select Category' dropdown menu. The 'Listed Companies/Registrars & Transfer Agents' category is expanded, showing a list of sub-categories. The 'Prelisting/Offer Document (Shares)' category is highlighted. A red banner at the bottom of the page reads 'This is best viewed in Internet Explorer 7.0 and above'. A footer link for 'Privacy Policy | Terms of Use' is also visible.

| Categories | |
|---|---|
| Listed Companies/Registrars & Transfer Agents ▼ | Brokers/Stock Exchanges ▼ |
| Depository Participants/Depository ▼ | Mutual Funds |
| Other Entities ▼ | Information to SEBI ▼ |
| Listed Companies ▶ | Refund/Allotment/Dividend/Transfer/Bonus/Rights/Redemption/Interest |
| Registrars & Transfer Agents | Prelisting/Offer Document (Shares) |
| | Prelisting/Offer Document (Debentures & Bonds) |
| | Delisting of securities |
| | Buy back of securities |
| | Takeover and Restructuring |
| | Corporate Governance/Listing Conditions |

14. How can investors attach a document along with their complaint?

If any supporting document is required to be attached along with the complaint, an investor can upload that document (only PDF) at the time of lodging the complaint.

There is a field "Upload Supporting Document" followed by a button "Browse". On clicking the browse button, a pop-up window will open, prompting the investor to select the PDF document to be uploaded. After selecting the PDF file, click "Attach" button to enclose the selected document with the complaint. Please note that for security reasons, only PDF file can be attached. An investor can upload a file in PDF format up to a maximum size of 2 MB for each nature of complaint.

15. Why can investors not upload the documents in Word or Excel? What if investors do not have a PDF converter?

Word and Excel documents are editable and therefore their integrity cannot be maintained. In case an investor does not have a PDF convertor it may be downloaded readily from the internet.

16. If investors want to attach a document of more than 2MB, what should they do?

An investor can attach a document file size up to 2MB for each nature of complaint and each complaint can have up to a maximum of 5 natures. If the document size exceeds 2MB, then the document quality (dpi) may be reduced to shrink the document size to 2MB and upload only the necessary documents.

17. What can investors do if they are not able to register a complaint online?

The website of SCORES is best viewed in all the favorite browsers like, Microsoft Edge, Google Chrome and Mozilla Firefox.

Due to network issues, if at a particular time investors are not able to lodge their complaint, the investor may try again later.

18. How can investors check the status of their Complaint?

To check the complaint status, an investor can click on "View Complaint Status" under "Investor Corner" on the homepage. Alternatively, the investor can also login into their account and click on "View Complaint Status" under "Investor Corner".

Step 1: Provide the complaint registration number which was allotted at the time of registration of complaint.

Step 2: Please enter password.

a) If the investor is a SCORES registered user, then the password will

- be the investor's e-mail ID registered with SEBI.
- b) If the investor is not a SCORES registered user, please enter the password which was communicated by SEBI in the acknowledgement letter sent to the investor.

Step 3: Enter the captcha/security code

On verifying the correctness of registration number, password and security code, the current status of the complaint is displayed.

19. How can investors know the dealing officer of their complaint?

An investor can go to the 'View Complaint Status' section of SCORES. Once the investor enters the registration number, password and captcha/security code, they can see the name and e-mail address of the Dealing officer handling their complaint on SCORES after keeping the cursor on the field "Dealing Office".

20. What should investors do if they forget the password to see their complaint status?

If the investor is a SCORES registered user, then the password to see the complaint status is the registered e-mail address.

However, if the investor is not a SCORES registered user, then the password is given in the acknowledgement letter sent to them.

21. Can investors have a single password for all their complaints?

If the complainant is a SCORES registered user, they can get a single password.

22. How can investors send reminder for their complaint?

If investors want to send reminder for their earlier lodged complaint, then investors can login into SCORES using their Username and Password, click on the link "[Send Reminder](#)" under "[Investor Corner](#)". Provide details like Registration number, Reminder details and the security code.

Please note that a reminder can only be sent by the investor after 30 days have lapsed from the date of lodging of complaint. For Direct Complaints, an investor cannot send any reminder.

23. How can investors reply to a clarification sought from them?

If a clarification has been sought by SEBI or the entity against which complaint is lodged, the investor can send the reply online. The reply can be sent by clicking on the link "Send Reply" while viewing the status of complaint through "View Complaint Status Form" (Please refer to the reply to question "How do I check the status of my Complaint?").

24. Can investors complain about market or price manipulation, accounting manipulation or violation of Insider trading regulations?

The information provided under the categories of Price/market manipulation, accounting manipulation and Insider trading will be treated as market intelligence. Therefore, no complaint number and acknowledgement shall be sent to the complainant. Also, the same would not be tracked through SCORES. This information shall be treated as confidential. This information will be analyzed and if found necessary, further action will be taken. The status of information cannot be ascertained as SEBI conducts the investigations confidentially in a holistic manner. In order to aid SEBI to carry out its surveillance activity, investors are encouraged to provide correct and complete information. SEBI will neither confirm nor deny the existence of any investigation. Any regulatory actions taken by SEBI are published at SEBI website at www.sebi.gov.in

25. Can investors give suggestions through SCORES website?

No. SCORES has been created with the sole purpose of handling investor complaints against listed companies/ SEBI registered intermediaries. Investors can send their suggestions/queries, if any, to email id asksebi@sebi.gov.in

26. How long does it take the entity to respond to investor complaint?

Entities are required to submit the action taken report within a reasonable period but not later than 30 days.

27. When are investor complaints disposed of?

Complaints are disposed of by SEBI

- a. On receipt of satisfactory action taken report along with supporting documents, if any, from the concerned entity responsible for resolving the complaint
- b. On failure by the investor/complainant to give complete details/documents required for redressal of their complaint within the

- prescribed time
- c. When the concerned entity's case is pending with court/ other judicial authority.
-

28. Whether investors will receive intimation about disposal of their complaint?

Yes. If the complaint is made through SCORES by a SCORES registered user, an email is sent to the complainant's email id available in SCORES. Further if mobile number is provided by investor, an SMS is also sent to the investor intimating disposal of the complaint.

Complainants can also view the disposal details online by following the procedure given above in answer to "How do I check the status of my Complaint?"

29. What can investors do if they are not satisfied with the disposal of their complaint?

On disposal of complaint in SCORES, investors have an option to indicate whether they are satisfied with the closure of the complaint or not. If unsatisfied, the investor may tick on the 'unsatisfied' icon and then provide the reasons thereto. However, the investor shall have to mandatorily provide the reasons for being unsatisfied with the redressal.

This one time option shall be available to an investor for a period of fifteen days from the date of closure of their complaint in SCORES. If this option is exercised, the complaint shall be escalated to the appropriate Supervising Officer.

30. What are the difficulties in dealing with investor complaints?

In certain cases, the entity or company denies wrongdoing, and it remains unclear as to who is wrong or whether any wrongdoing occurred at all. If this happens, SEBI cannot act as a judge or an arbitrator and force the entity or company to resolve the complaint. Further, SEBI cannot act as a personal representative or attorney. But the law allows investors to take legal action on their own.

31. Can investors take legal action on their own?

Securities and other laws provide important legal rights and remedies if investors have suffered wrongdoing. Acting on their own, they can seek to resolve the complaint through the courts, consumer courts, or arbitration.

To take advantage of these laws, the complainant must take legal action

promptly or they may lose the right to recover funds. It may be noted that as per the "law of limitations," there are some time periods within which court proceedings should be initiated.

32. When can SEBI take action for non-resolution of investor complaints?

For listed companies: SEBI has empowered stock exchanges to levy fine for non-redressal of investor complaints in terms of the relevant provisions of SEBI (Listing and Disclosure Requirements) Regulations, 2015 to be read with SEBI circular SEBI/HO/CFD/CMD/CIR/P/2018/77 dated 03 May, 2018.

If the complaint is not redressed/ fine is not paid, the stock exchanges can direct the depositories to freeze the entire shareholding of the promoter and promoter group in such entity as well as all other securities held in the demat account of the promoter and promoter group. If non-compliance continues, the stock exchanges may refer such cases to SEBI for enforcement actions, if any.

Notwithstanding the above, while the entity is directly responsible for redressal of investor complaints, SEBI can initiate action against recalcitrant entities including registered intermediaries and listed companies on the grounds of their failure to redress investor complaints.

33. When can investors refer their case to arbitration?

If there is any dispute (claims, complaints, differences, etc.) between a client and a member of Stock Exchange (i.e. Stock Broker, Trading Member and Clearing Member) / a member of Depository [i.e. depository participant (DP)] which has not been resolved to their satisfaction, either party can prefer for an arbitration proceedings for settlement of their disputes.

Arbitration is a quasi-judicial process for settlement of disputes. Stock Exchanges/ Depositories provide an arbitration mechanism for settlement of disputes (claims, complaints, differences, etc.) between a client and a member/depositories participant (DP) through arbitration proceedings in accordance with the provisions of SEBI Act/ Regulations/ Circulars/ guidelines read with Section 2(4) of the Arbitration and Conciliation, Act, 1996.

The limitation period for filing an arbitration reference is governed by the law of limitation, i.e., The Limitation Act, 1963.

To obtain information about how to file an arbitration claim, the following links may be seen:-

BSE: https://www.bseindia.com/static/investors/arbitration_mechanism.aspx

NSE: https://www.nseindia.com/invest/content/about_arbitration.htm

34. How can investors learn more on other issues related to securities market?

Investors may learn more on other issues related to securities market through FAQs provided in the link below:-

http://www.sebi.gov.in/cms/sebi_data/attachdocs/1315458767512.pdf
<https://www.sebi.gov.in/sebiweb/other/OtherAction.do?doFaq=yes>
<https://investor.sebi.gov.in>

35. Can an investor lodge a complaint against a company which is on Dissemination Board of a stock exchange?

Companies which were exclusively listed on the erstwhile regional stock exchanges and did not get listed on the Main Board of any nation-wide stock exchange or provided exit to the investors, were transferred to Dissemination Board (DB) of nation-wide Stock Exchanges. These companies ceased to be listed companies and were transferred to DB for the purpose of providing exit to investors. Similarly companies which are compulsorily delisted by the nation-wide stock exchanges are also placed on DB for the sole purpose of providing exit to the investors.

If there is any valuation related complaint for exit from the company, then the investor may lodge it through SCORES. Since the companies on DB have ceased to be listed companies, for all other matters, the investor may approach the companies directly or the appropriate authority in this regard.

36. Is there a telephone number where investors can call to get help on matters related to SCORES?

To facilitate replies to various queries of the general public and on guiding them with regard to grievances in matters relating to securities market, SEBI launched toll free helpline service number 1800 266 7575 or 1800 22 7575 on December 30, 2011.

The toll free helpline service will answer to queries on

- Lodging of complaints on SCORES
- Knowing the status of complaint(s)
- Other matters related to complaints

The toll free helpline service is available to investors from all over India

The toll free helpline service is available on all days from 9:00 a.m to 6:00 p.m (excluding declared holidays in state of Maharashtra).

SECTION: II (FAQ FOR INFORMATION OF LISTED COMPANIES & REGISTERED INTERMEDIARIES)

1. Is it necessary for all registered intermediaries and listed companies to take SCORES authentication?

Yes, except stock brokers, sub-brokers and Depository Participants.

2. Why have stock brokers, sub-brokers and Depository Participants been excluded from taking SCORES authentication?

Investor complaints received against stock brokers, sub-brokers and Depository Participants are not directly routed to the respective entities in the SCORES system. The complaints are forwarded to the aforesaid intermediaries by SCORES through the platforms of Stock Exchanges and Depositories. This obviates the need of taking SCORES authentication by stock brokers, sub-brokers and Depository Participants.

However, in case of other intermediaries and listed companies, investor complaints are directly forwarded by SCORES to the entities, which necessitates obtaining of SCORES authentication by them.

3. Is it necessary for an entity to take SCORES authentication separately for each category of intermediary registration granted to them by SEBI?

Yes, an entity has to take SCORES authentication separately for each category of intermediary registration granted to them by SEBI.

4. In addition to being a SEBI registered stock broker/ sub-broker/ Depository Participant, an entity may also be registered with SEBI as some other intermediary. In such cases, is it necessary for the entity to take SCORES authentication?

An entity as a stock broker/ sub-broker/ Depository Participant has been excluded from taking SCORES authentication. However, the same entity is required to take SCORES authentication separately for each category of intermediary registration granted to them by SEBI.

5. Does the process of SCORES authentication impose any cost on the listed company or registered intermediary?

The process of SCORES authentication is absolutely free of cost.

6. Whether the listed companies and SEBI registered intermediaries which have already taken SCORES authentication are also required to send to SEBI their details as per Form-A and Form-B annexed to Circular no. CIR/OIAE/1/2014 dated December 18, 2014?

SEBI vide Circular no. CIR/OIAE/1/2014 dated December 18, 2014 has mandated that all newly listed companies and SEBI registered intermediaries are required to send their details as per Form-A and Form-B respectively in order to obtain SCORES authentication.

However, the modified Form-A and Form-B capture some additional information like PAN, date of incorporation/registration, office address, etc. Therefore, it is advisable that the listed companies and SEBI registered intermediaries which have already taken SCORES authentication may also send to SEBI their updated and additional details as per Form-A and Form-B respectively.

7. Can the listed companies / registered intermediaries who have taken SCORES authentication, update their details in SCORES?

Yes, the SCORES system enables the listed companies / registered intermediaries who have taken SCORES authentication to update on their own certain information such as address, name/details of the compliance officer, telephone numbers. Such information should be updated by the company/intermediary immediately when warranted.

However Company name, State and Primary e-mail address cannot be updated by the entities themselves. To update these fields, the entities may send an e-mail to scores@sebi.gov.in along with a revised Form-A with a request to change the same.

8. Where can the listed companies/ registered intermediaries see the Direct Complaints?

Direct Complaints are those complaints where the investor are using the SCORES platform to approach the entity for the first time with respect to their complaints. These complaints can be seen in a Tab called "Direct Complaint" on the Home Page upon logging in by the entity. All listed companies and registered intermediaries must respond to the "Direct complaints" within 30 days.

Investor Charter – Stock Brokers**1. VISION**

To follow highest standards of ethics and compliances while facilitating the trading by clients in securities in a fair and transparent manner, so as to contribute in creation of wealth for investors.

2. MISSION

- i) To provide high quality and dependable service through innovation, capacity enhancement and use of technology.
- ii) To establish and maintain a relationship of trust and ethics with the investors.
- iii) To observe highest standard of compliances and transparency.
- iv) To always keep 'protection of investors' interest' as goal while providing service.
- v) To ensure confidentiality of information shared by investors unless such information is required to be provided in furtherance of discharging legal obligations or investors have provided specific consent to share such information.

3. Services provided to Investors by stockbrokers include

- I. Execution of trades on behalf of investors.
- II. Issuance of Contract Notes.
- III. Issuance of intimations regarding margin due payments.
- IV. Facilitate execution of early pay-in obligation instructions.
- V. Periodic Settlement of client's funds.
- VI. Issuance of retention statement of funds at the time of settlement.
- VII. Risk management systems to mitigate operational and market risk.
- VIII. Facilitate client profile changes in the system as instructed by the client.
- IX. Information sharing with the client w.r.t. relevant Market Infrastructure Institutions (MII) circulars.
- X. Provide a copy of Rights & Obligations document to the client.
- XI. Communicating Most Important terms and Conditions (MITC) to the client.
- XII. Redressal of Investor's grievances.

4. Rights of Investors

- I. Ask for and receive information from a firm about the work history and background of the person handling your account, as well as information about the firm itself (including website providing mandatory information).
- II. Receive complete information about the risks, obligations, and costs of any investment before investing.
- III. Receive a copy of all completed account forms and rights & obligation document.
- IV. Receive a copy of 'Most Important Terms & Conditions' (MITC).

- V. Receive account statements that are accurate and understandable.
- VI. Understand the terms and conditions of transactions you undertake.
- VII. Access your funds in a prescribed manner and receive information about any restrictions or limitations on access.
- VIII. Receive complete information about maintenance or service charges, transaction or redemption fees, and penalties in form of tariff sheet.
- IX. Discuss your grievances with compliance officer / compliance team / dedicated grievance redressal team of the firm and receive prompt attention to and fair consideration of your concerns.
- X. Close your zero balance accounts online with minimal documentation
- XI. Get the copies of all policies (including Most Important Terms and Conditions) of the broker related to dealings of your account
- XII. Not be discriminated against in terms of services offered to equivalent clients
- XIII. Get only those advertisement materials from the broker which adhere to Code of Advertisement norms in place
- XIV. In case of broker defaults, be compensated from the Exchange Investor Protection Fund as per the norms in place
- XV. Trade in derivatives after submission of relevant financial documents to the broker subject to brokers' adequate due diligence.
- XVI. Get warnings on the trading systems while placing orders in securities where surveillance measures are in place
- XVII. Get access to products and services in a suitable manner even if differently abled
- XVIII. Get access to educational materials of the MIs and brokers
- XIX. Get access to all the exchanges of a particular segment you wish to deal with unless opted out specifically as per Broker norms
- XX. Deal with one or more stockbrokers of your choice without any compulsion of minimum business
- XXI. Have access to the escalation matrix for communication with the broker
- XXII. Not be bound by any clause prescribed by the Brokers which are contravening the Regulatory provisions.

5. Various activities of Stock Brokers with timelines

| S.No. | Activities | Expected Timelines |
|-------|---------------------------------------|--|
| 1. | KYC entered into KRA System and CKYCR | 3 working days of account opening |
| 2. | Client Onboarding | Immediate, but not later than one week |
| 3. | Order execution | Immediate on receipt of order, but not later than the same day |
| 4. | Allocation of Unique Client Code | Before trading |

| | | |
|-----|---|--|
| 5. | Copy of duly completed Client Registration Documents to clients | 7 days from the date of upload of Unique Client Code to the Exchange by the trading member |
| 6. | Issuance of contract notes | 24 hours of execution of trades |
| 7. | Collection of upfront margin from client | Before initiation of trade |
| 8. | Issuance of intimations regarding other margin due payments | At the end of the T day |
| 9. | Settlement of client funds | First Friday/Saturday of the month / quarter as per Exchange pre-announced schedule |
| 10. | 'Statement of Accounts' for Funds, Securities and Commodities | Monthly basis |
| 11. | Issuance of retention statement of funds/commodities | 5 days from the date of settlement |
| 12. | Issuance of Annual Global Statement | 30 days from the end of the financial year |
| 13. | Investor grievances redressal | 21 calendar days from the receipt of the complaint |

6. DOs and DON'Ts for Investors

| DOs | DON'Ts |
|--|--|
| <ol style="list-style-type: none"> 1. Read all documents and conditions being agreed before signing the account opening form. 2. Receive a copy of KYC, copy of account opening documents and Unique Client Code. 3. Read the product / operational framework / timelines related to various Trading and Clearing & Settlement processes. 4. Receive all information about brokerage, fees and other charges levied. 5. Register your mobile number and email ID in your trading, demat and | <ol style="list-style-type: none"> 1. Do not deal with unregistered stock broker. 2. Do not forget to strike off blanks in your account opening and KYC. 3. Do not submit an incomplete account opening and KYC form. 4. Do not forget to inform any change in information linked to trading account and obtain confirmation of updation in the system. 5. Do not transfer funds, for the purposes of trading to anyone other than a stock broker. No payment should be made in name of employee of stock broker. |



| | |
|---|--|
| <p>bank accounts to get regular alerts on your transactions.</p> <p>6. If executed, receive a copy of Demat Debit and Pledge Instruction (DDPI) However, DDPI is not a mandatory requirement as per SEBI / Stock Exchanges. Before granting DDPI, carefully examine the scope and implications of powers being granted.</p> <p>7. Receive contract notes for trades executed, showing transaction price, brokerage, GST and STT/CTT etc. as applicable, separately, within 24 hours of execution of trades.</p> <p>8. Receive funds and securities/commodities on time, as prescribed by SEBI or exchange from time to time.</p> <p>9. Verify details of trades, contract notes and statement of account and approach relevant authority for any discrepancies. Verify trade details on the Exchange websites from the trade verification facility provided by the Exchanges.</p> <p>10. Receive statement of accounts periodically. If opted for running account settlement, account has to be settled by the stock broker as per the option given by the client (Monthly or Quarterly).</p> <p>11. In case of any grievances, approach stock broker or Stock Exchange or SEBI for getting the same resolved within prescribed timelines.</p> <p>12. Retain documents for trading activity as it helps in resolving disputes, if they arise.</p> | <p>6. Do not ignore any emails / SMSs received with regards to trades done, from the Stock Exchange and raise a concern, if discrepancy is observed.</p> <p>7. Do not opt for digital contracts, if not familiar with computers.</p> <p>8. Do not share trading password.</p> <p>9. Do not fall prey to fixed / guaranteed returns schemes.</p> <p>10. Do not fall prey to fraudsters sending emails and SMSs luring to trade in stocks / securities promising huge profits.</p> <p>11. Do not follow herd mentality for investments. Seek expert and professional advice for your investments</p> |
|---|--|

Additionally, Investors may refer to Dos and Don'ts issued by MIIs on their respective websites from time to time.

7. Grievance Redressal Mechanism

The process of investor grievance redressal is as follows:

| | | |
|----|--|---|
| 1. | Investor complaint/Grievances | <p>Investor can lodge complaint/grievance against stock broker in the following ways:</p> <p><u>Mode of filing the complaint with stock broker</u></p> <p>Investor can approach the Stock Broker at the designated Investor Grievance e-mail ID of the stock broker. The Stock Broker will strive to redress the grievance immediately, but not later than 21 days of the receipt of the grievance</p> <p><u>Mode of filing the complaint with stock exchanges</u></p> <p>i. SCORES 2.0 (a web based centralized grievance redressal system of SEBI) (https://scores.sebi.gov.in)</p> <p><u>Two level review for complaint/grievance against stock broker:</u></p> <ul style="list-style-type: none"> • First review done by Designated body/Exchange • Second review done by SEBI <p>ii. Emails to designated email IDs of Exchange</p> |
| 2. | Online Dispute Resolution (ODR) platform for online Conciliation and Arbitration | If the Investor is not satisfied with the resolution provided by the Market Participants, then the Investor has the option to file the complaint/grievance on SMARTODR platform for its resolution through online conciliation or arbitration. |
| 3. | Steps to be followed in ODR for Review, Conciliation and Arbitration | <p>1. Investor to approach Market Participant for redressal of complaint</p> <p>2. If investor is not satisfied with response of Market Participant, he/she has either of the following 2 options:</p> |

| | | |
|--|--|--|
| | | <p>i. May escalate the complaint on SEBI SCORES portal.</p> <p>ii. May also file a complaint on SMARTODR portal for its resolution through online conciliation and arbitration.</p> <p>3. Upon receipt of complaint on SMARTODR portal, the relevant MII will review the matter and endeavor to resolve the matter between the Market Participant and investor within 21 days.</p> <p>4. If the matter could not be amicably resolved, then the matter shall be referred for conciliation.</p> <p>5. During the conciliation process, the conciliator will endeavor for amicable settlement of the dispute within 21 days, which may be extended with 10 days by the conciliator with consent of the parties to dispute.</p> <p>6. If the conciliation is unsuccessful, then the investor may request to refer the matter for arbitration.</p> <p>7. The arbitration process to be concluded by arbitrator(s) within 30 days, which is extendable by 30 days with consent of the parties to dispute.</p> |
|--|--|--|

8. Handling of Investor's claims / complaints in case of default of a Trading Member / Clearing Member (TM/CM)

Default of TM/CM

Following steps are carried out by Stock Exchange for benefit of investor, in case stock broker defaults:

- Circular is issued to inform about declaration of Stock Broker as Defaulter.
- Information of defaulter stock broker is disseminated on Stock Exchange website.
- Public Notice is issued informing declaration of a stock broker as defaulter and inviting claims within specified period.
- Intimation to clients of defaulter stock brokers via emails and SMS for facilitating lodging of claims within the specified period.

Following information is available on Stock Exchange website for information of investors:

- Norms for eligibility of claims for compensation from IPF.
- Claim form for lodging claim against defaulter stock broker.
- FAQ on processing of investors' claims against Defaulter stock broker.
- Provision to check online status of client's claim.
- Standard Operating Procedure (SOP) for handling of Claims of Investors in the Cases of Default by Brokers
- Claim processing policy against Defaulter/Expelled members
- List of Defaulter/Expelled members and public notice issued

CIRCULAR

SEBI/HO/OIAE/OIAE_IAD-1/P/CIR/2023/131

July 31, 2023

To,

**All Recognized Stock Exchanges (including Commodity Derivatives)
All Clearing Corporations
All Depositories
All Stock Brokers
All Depository Participants
All Listed Companies
All SEBI Registered Intermediaries / All SEBI Regulated Entities**

Sir / Madam,

Subject: Online Resolution of Disputes in the Indian Securities Market

1. After extensive public consultations and in furtherance of the interests of investors and consequent to the gazette notification (dated July 3, 2023) of the SEBI (Alternative Dispute Resolution Mechanism) (Amendment) Regulations, 2023 the existing dispute resolution mechanism in the Indian securities market is being streamlined under the aegis of Stock Exchanges and Depositories (collectively referred to as Market Infrastructure Institutions (**MIs**)),¹ by expanding their scope and by establishing a common Online Dispute Resolution Portal ("**ODR Portal**") which harnesses online conciliation and online arbitration for resolution of disputes arising in the Indian Securities Market.

Investors and Listed Companies/Specified Intermediaries/Regulated entities under the ambit of ODR

2. Disputes between Investors/Clients and listed companies (including their registrar and share transfer agents) or any of the specified intermediaries / regulated entities in securities market (as specified in **Schedule A**) arising out of latter's activities in the

¹ presently excluding Clearing Corporations and its constituents

securities market, will be resolved in accordance with this circular and by harnessing online conciliation and/or online arbitration as specified in this circular. Listed companies / specified intermediaries / regulated entities OR their clients/investors (or holders on account of nominations or transmission being given effect to) may also refer any unresolved issue of any service requests / service related complaints² for due resolution by harnessing online conciliation and/or online arbitration as specified in this circular.

3. Disputes between institutional or corporate clients and specified intermediaries / regulated entities in securities market as specified in **Schedule B** can be resolved, at the option of the institutional or corporate clients:
 - a. in accordance with this circular and by harnessing online conciliation and/or online arbitration as specified in this circular; OR
 - b. by harnessing any independent institutional mediation, conciliation and/or online arbitration institution in India.

For existing and continuing contractual arrangements between institutional or corporate clients and specified intermediaries / regulated entities in the securities market as specified in **Schedule B**, such option should be exercised within a period of six months, failing which option as specified in (a) above will be deemed to have been exercised. For all new contractual arrangements, such choice should be exercised at the time of entering into such arrangements.

4. Disputes between MII and its constituents which are contractual in nature shall be included in the framework at a future date as may be specified³ while expressly excluding disputes/appeals/reviews/challenges pertaining to the regulatory, enforcement role and roles of similar nature played by MIIs.

Introduction of the common Online Dispute Resolution Portal

5. The MIIs shall, in consultation with their empaneled ODR Institutions, establish and operate a common Online Dispute Resolution Portal ("**ODR Portal**"). The MIIs will make joint efforts to develop and operationalize the ODR Platform. For the purposes of implementation of this circular, the MIIs shall enter into an agreement amongst

² Service related complaints shall include non-receipt/ delay of account statement, non-receipt/ delay of bills, closure of account/branch, technological issues, shifting/closure of branch without intimation, improper service by staff, freezing of account, alleged debit in trading account, contact person not available, demat account transferred without permission etc.

³ As and when the same is made operational, in order to avoid conflict of interest, in case of a complaint/dispute involving a MII or its holding or subsidiary or associate company, the same will not be allocated to that MII and the ODR Institution empaneled by such MII or to the direct competitor of such MII and the ODR Institution empaneled by such MII: such dispute will be directed to another MII and the ODR Institution empaneled by it. For instance, any dispute against NSE shall be allocated to CDSL and in case of a dispute in relation to BSE, the same be allocated to NSDL and vice versa.

themselves, which will, *inter alia*, outline the nature of their responsibilities, the cost of development, operating, upgradation, maintenance (including security of data of investors and intermediaries as specified by the Board from time to time) and for inspection and/or audit of the ODR Platform. The Board may, from time to time, undertake inspection in order to ensure proper functioning of ODR Portal and MIIs shall provide complete cooperation to the Board in this regard.

It is clarified that MIIs which are initially excluded from the round robin system (as described below) are not required to incur any costs for development and maintenance of the ODR Portal during the period of such exclusion.

6. Each MIIs will identify and empanel one or more independent ODR Institutions which are capable of undertaking time-bound online conciliation and/or online arbitration (in accordance with the Arbitration and Conciliation Act, 1996 and any other applicable laws) that harness online/audio-video technologies and have duly qualified conciliators and arbitrators. The norms for empanelment of ODR Institutions are specified in **Schedule C** of this circular as also the continuing obligations of the ODR Institutions. The ODR Portal shall have due connectivity with each such ODR Institution as is required for undertaking the role and activities envisaged in this circular. Such ODR Portal shall establish due connectivity with the SEBI SCORES portal / SEBI Intermediary portal.
7. All the MIIs shall participate on the ODR Portal and provide investors/clients and listed companies (including their registrar and share transfer agents) and the specified intermediaries / regulated entities in the securities market access to the ODR Portal for resolution of disputes between an investor/client and listed companies (including their registrar and share transfer agents) and the specified intermediaries / regulated entities in the securities market, through time bound online conciliation and/or online arbitration.
8. All listed companies / specified intermediaries / regulated entities in the securities market (collectively referred to as “**Market Participant/s**”) shall enroll on the ODR Portal within the timelines as specified at paragraphs 46 and 47 of this circular. The enrollment process shall also include executing electronic terms/agreements with MIIs and the ODR Institutions. Facility to register Market Participants into the ODR Portal by utilising the credentials used for SEBI SCORES portal / SEBI Intermediary portal may be also provided.
9. All market participants and MIIs are advised to display a link to the ODR Portal on the home page of their websites and mobile apps.
10. The modalities of the ODR Portal along with the relevant operational guidelines and instructions may be specified by the Board from time to time.

Initiation of the dispute resolution process

11. An investor/client shall first take up his/her/their grievance with the Market Participant by lodging a complaint directly with the concerned Market Participant. If the grievance is not redressed satisfactorily, the investor/client may, in accordance with the SCORES guidelines, escalate the same through the SCORES Portal in accordance with the process laid out therein. After exhausting all available options for resolution of the grievance, if the investor/client is still not satisfied with the outcome, he/she/they can initiate dispute resolution through the ODR Portal.
12. Alternatively, the investor/client can initiate dispute resolution through the ODR Portal if the grievance lodged with the concerned Market Participant was not satisfactorily resolved or at any stage of the subsequent escalations mentioned in the paragraph 11 above (prior to or at the end of such escalation/s). The concerned Market Participant may also initiate dispute resolution through the ODR Portal after having given due notice of at least 15 calendar days to the investor/client for resolution of the dispute which has not been satisfactorily resolved between them.
13. The dispute resolution through the ODR Portal can be initiated when the complaint/dispute is not under consideration in terms of the paragraph 11 above or SCORES guidelines as applicable or not pending before any arbitral process, court, tribunal or consumer forum or are non-arbitrable in terms of Indian law.
14. The dispute resolution through the ODR Portal can be initiated when within the applicable law of limitation (reckoned from the date when the issue arose/occurred that has resulted in the complaint/date of the last transaction or the date of disputed transaction, whichever is later).

ODR Portal and allocation system

15. The ODR Portal shall have the necessary features and facilities to, *inter alia*, enrol the investor/client and the Market Participant, and to file the complaint/dispute and to upload any documents or papers pertaining thereto. It shall also have a facility to provide status updates on the complaint/dispute which would be obtained from the ODR Institutions. The features and facilities shall be periodically reviewed and upgraded by the MIs as well as new features and facilities added from time to time as required by the Board. The ODR Portal shall be subject to inspection and/or audit for, *inter alia*, verifying the adherence to these norms and applicable SEBI regulations, circulars and advisories.
16. A complaint/dispute initiated through the ODR Portal will be referred to an ODR Institution empaneled by a MI and the allocation system on a market-wide basis will be a round-robin system to govern the allocation of each such dispute among all such empaneled

ODR Institution/s *subject that* for an initial period (as specified by the Board):

- a. complaints/disputes arising with a specific trading member for an exchange transaction or a listed company, shall be referred to the ODR Institution/s empaneled by the relevant Stock Exchange⁴, and disputes arising with a specific depository participant, shall be referred to the ODR institution/s empaneled by the relevant Depository. If the MII has empaneled more than one ODR Institution, then at such level as well, a round robin system will govern allocation of references among them.
- b. Further, Stock Exchanges operating only commodities segment, the ODR Institution/s empaneled by such Stock Exchange is/are excluded from the market-wide round robin system. Other conditions in (a) above will continue to apply to such Stock Exchanges and ODR Institution/s.
- c. Further, references to ODR Institutions shall be made after a review of such complaint/dispute by the relevant MII with the aim of amicable resolution and which review shall be concluded within 21 calendar days (or such other period that the Board may specify).

Conciliation

17. The ODR Institution that receives the reference of the complaint/dispute shall appoint a sole independent and neutral conciliator from its panel of conciliators. Such conciliator shall have relevant qualifications or expertise (please refer to **Schedule D**), and should not be connected with or linked to any disputing party. MIIs shall ensure that appropriate measures are put in place by regarding appointment of conciliators by the ODR Institutions.
18. Such conciliator shall conduct one or more meeting/s for the disputing parties to reach an amicable and consensual resolution within 21 calendar days (unless extended for a maximum period of 10 calendar days by consent of the disputing parties to be recorded in writing/electronically) from the date of appointment of conciliator by the ODR Institution, which shall do so within 5 days of receipt of reference of the complaint/dispute by the ODR Institution. Apart from attempting to actively facilitate consensual resolution of the complaint/dispute, the conciliator may consider advising the Market Participant to render required service in case of service-related complaints/disputes and/or consider issuance of findings on admissibility of the complaint/dispute or otherwise in case of trade related complaints/dispute (as the case may be).
19. If the process of conciliation is successful, the same shall be concluded by a duly executed settlement agreement between the disputing parties. Such an agreement shall

⁴ For instances where the dispute pertains to an intermediary linked to more than one Stock Exchange/ Depository (or a company listed on more than Stock Exchange) then the Stock Exchange/ Depository with which the complaint was escalated becomes the relevant Stock Exchange/ Depository, otherwise it shall be subject to round robin

be executed and stamped through an online mode, as permissible in law. When such agreement requires the Market Participant to pay the admissible claim value to the investor/client, the MII shall monitor the due payment/adherence to the terms of the settlement agreement until due receipt by the investor/client and/or performance of the required terms of settlement agreement.

20. In case the matter is not resolved through the conciliation process within the 21 calendar days (or within the extended period of 10 calendar days, extended by consent of the disputing parties):
- a. the conciliator should ascertain the admissible claim value of the complaint/dispute that the conciliator determines is payable to the investor/client and notify the disputing parties as well as the ODR Institution and the MII of the same. Such determination should also be made in all claims/complaints/disputes where the monetary value has not been ascribed by the person initiating the dispute;
 - b. An investor/client may pursue online arbitration (which will be administered by the ODR Institution which also facilitated the conduct of conciliation) on or after the conclusion of a conciliation process when the matter has not been resolved through such process, subject to payment of fees as applicable for online arbitration;
 - c. In case the Market Participant wishes to pursue online arbitration (which will be administered by the ODR Institution which facilitated the conduct of conciliation), then the Market Participant must deposit 75% of the admissible claim value with the relevant MII prior to initiation of the online arbitration and make the payment of fees as applicable for online arbitration. In case the Market Participant fails to deposit the amount then they may not initiate online arbitration and they may also face consequences as determined necessary or appropriate by the Stock Exchange and could also be liable to be declared as not 'Fit and Proper' in terms of the SEBI (Intermediaries) Regulations, 2008 and would be, inter-alia, liable to have their registration cancelled or their business activities suspended. A listed company that fails to deposit the amount may also face consequences as determined necessary or appropriate by the Stock Exchange. On an application made by the investor/client in this behalf to the relevant MII, the MII may, from the deposit received, release such amount to the investor/client not exceeding Rs 5,00,000/- (Rupees Five lakhs) or such sum as may be specified from time to time. On or before release of the said amount to the investor/client, the MII shall obtain appropriate undertaking/ indemnity / security in such form, manner and substance from the investor/client to ensure return of the amount so released, in case the arbitration proceedings are decided against the investor/client. If the arbitration proceeding is decided against the investor/client, subject to the terms of the arbitral award, such investor/client should return the released amounts. If the investor/client fails to return the amount released, then the investor/client (based on PAN of the investor/client) shall not be allowed to trade on

any of the Stock Exchanges or participate in the Indian Securities Market till such time the investor/client returns the amount to the Market Participant. Further, the securities lying in the demat account(s) or the mutual fund holdings of the investor/client shall be frozen till such time as the investor/client returns the amount to the Market Participant. If security had been obtained, the same could be enforced/realised and adjusted towards the amount required to be returned. In the event, the arbitration proceeding is decided in favour of the investor/client, subject to the terms of the arbitral award, the MII shall release the balance deposit held by it (as deposited by the Market Participant) to the investor/client. The MII shall also monitor the due compliance by the Market Participant with the terms of the arbitral award.

Arbitration

21. When the investor/client and/or the Market Participant pursue online arbitration, the ODR Institution shall appoint a sole independent and neutral arbitrator from its panel of arbitrators within 5 calendar days of reference. Such arbitrator shall have relevant qualifications or expertise (please refer to **Schedule D**), and should not be connected with or linked to any disputing party. In the event that the aggregate of the claim and/or counter-claim amount exceeds Rs 30,00,000/- (Rupees Thirty Lakhs) or such amount as the Board may specify from time to time, the matter shall be referred to an Arbitral Tribunal consisting of three Arbitrators (within 5 calendar days of reference). MIIs shall ensure that measures are put in place regarding appointment of arbitrators by the ODR Institutions. In the instance where the parties wish to withdraw from arbitration before the arbitrator has been appointed then the fees shall be refunded after deducting the applicable expenses not exceeding Rs 100/- (Rupees One Hundred). However, withdrawal shall not be permitted after appointment of an arbitrator.
22. Subject to value of claim and/or counter-claim being in excess of Rs 1,00,000/- (Rupees One Lakh), the Sole Arbitrator or Arbitral Tribunal shall conduct one or more hearing/s and pass the arbitral award within 30 calendar days (or such other period as the Board may specify) of the appointment in the matter. When the value of claim and/or counter-claim is Rs 1,00,000/- (Rupees One Lakh) or below (or such other sum as the Board may specify from time to time), the Sole Arbitrator shall conduct a document-only arbitration process and pass the arbitral award within 30 calendar days (or such other period as the Board may specify) of the appointment in the matter.⁵ However, the arbitrator, for reasons to be recorded in writing/electronically, may grant a hearing to the parties to the dispute. The Sole Arbitrator or Arbitral Tribunal shall be at liberty to extend such time for disputes exceeding claims and/or counterclaims of Rs 1,00,000/- (Rupees One Lakh) (or such other sum as the Board may specify from time to time), upto a further period of 30

⁵ If parties to the dispute do not provide any representation in the arbitral proceedings, the arbitrator may pass an ex-parte order after giving a notice of 7 calendar days to the concerned non-cooperative party(ies).

calendar days (or such other period as the Board may specify) and for reasons to be recorded in writing/electronically, when the matter requires detailed consideration. The Sole Arbitrator or Arbitral Tribunal may, having regard to the nature of the claim and/or counterclaim, provide interim relief as may be required for reasons to be recorded after affording hearing to the parties to the dispute. The parties may make an application under the relevant section of the Arbitration and Conciliation Act, 1996 for correction/rectification of the award.

23. Upon the conclusion of the arbitration proceedings and issuance of the arbitral award, subject to the terms of the arbitral award, when such arbitral award requires payment of any amount by the Market Participant or performance by it of a certain nature, then such payment shall be made by the Market Participant within a period of 15 calendar days from the date of the arbitral award (unless such award requires payment sooner), and/or performance within such period as specified by the arbitral award. The MII shall monitor the due payment/adherence to the terms of the arbitral award until due receipt by the investor/client and/or performance of the terms of arbitral award. In the event, the parties do not comply with the arbitral award, the relevant MII shall inform the Board regarding such non-compliance on a periodic basis. Furthermore, the relevant MII shall provide necessary assistance to the investor/client for enforcement of the arbitral award.
24. Upon the issuance/pronouncement of the arbitral award, the party against whom order has been passed, will be required to submit its intention to challenge the award under Section 34 of the Arbitration Act within 7 calendar days. Further, in the course of such a challenge, if a stay is not granted within 3 months from the date of the receipt of award, complete adherence to the terms of the arbitral award must be done.
25. If the Market Participant wishes to challenge such an arbitral award, then the Market Participant must deposit 75% of the amounts payable in terms of the arbitral award with the relevant MII prior to initiation of the challenge. In case the specified intermediary/regulated entity fails to deposit the amount then they may also face consequences as determined necessary or appropriate by the Stock Exchange and could also be liable to be declared as not 'Fit and Proper' in terms of the SEBI (Intermediaries) Regulations, 2008 and would be inter-alia, liable to have their registration cancelled or their business activities suspended. A listed company that fails to deposit the amount may also face consequences as determined necessary or appropriate by the Stock Exchange. On an application made by the investor/client in this behalf to the relevant MII, the MII may, from the deposit received, release such amount to the investor/client not exceeding Rs 5,00,000/- (Rupees five lakhs) or such sum as may be specified from time to time. On or before release of the said amount to the investor/client, the MII shall obtain appropriate undertaking/ indemnity / security from the investor/client to ensure return of the amount so released, in case the challenge is decided against the investor/client. If the challenge is decided against the investor/client, subject to the judgement of the

appellate forum, such investor/client should return the released amounts. If the investor/client fails to return the amount released, then the investor/client (based on PAN of the investor/client) shall not be allowed to trade on any of the Stock Exchanges or participate in the Indian Securities Market till such time the investor/client returns the amount to the Market Participant. Further, the securities lying in the demat account(s) or the mutual fund holdings of the investor/client shall be frozen till such time as the investor/client returns the amount to the Market Participant. If security had been obtained, the same could be enforced/realised and adjusted towards the amount required to be returned. In the event, the challenge is decided in favour of the investor/client, subject to the terms of the judgement of the appellate forum, the MII shall release the balance deposit held by it (as deposited by the Market Participant) to the investor/client. The MII shall also monitor the due compliance by the Market Participant with the terms of the arbitral award/judgement of the appellate forum.

Form of Proceedings

26. The ODR Institutions shall conduct conciliation and arbitration in the online mode, enabling online/audio-video participation by the investor/client, the Market Participant and the conciliator or the arbitrator as the case may be. The investor/client may also participate in such online conciliation and arbitration by accessing/utilizing the facilities of Investor Service Centers (ISCs) operated by any of the MIIs.
27. The venue and seat of the online proceedings shall be deemed to be the place where the relevant MII has its registered office.

Fees & Charges

28. The costs of the dispute resolution mechanism on the ODR Portal will be borne in the following manner:
 - a. There shall be no fees for registration of a complaint/dispute on the ODR Portal.
 - b. Fees for conciliation process (*irrespective of claim or counter-claim value*) will be as under:

| | Amount in Rupees |
|---|-------------------------|
| Conciliator's fee (<i>to be collected by ODR Institution and paid to Conciliator</i>) | |
| - for successful conciliation | Rs 4800 |
| - for unsuccessful conciliation | Rs 3240 |
| ODR Institution's fees, in addition to the conciliator's fees (<i>to be collected by ODR Institution</i>) | Rs 600 |
| Applicable GST, Stamp Duty, etc. on actual outgoings shall be borne by the concerned Market | |

| | |
|-------------|--|
| Participant | |
|-------------|--|

Such fees may be borne by the MIs and will be recoverable by them from the concerned Market Participant against whom the complaint/dispute is raised. Such fees shall be borne directly by the concerned Market Participant if it is initiating the dispute process. The Market Participant shall not shift the incidence of such fees to the investor/client at any time.

Unsuccessful Conciliation: In the event the disputing parties are not able to arrive at a settlement within the stipulated time (or such extended period as agreed to by them) it shall be said to be unsuccessful conciliation.

Late Fees: Initiation of conciliation process after six months from the date of transaction/dispute arising will require payment of Rs 1000/- by the initiator of the complaint/dispute (whether such initiator be the investor/client or the Market Participant) and shall be collected by the MIs and applied as specified by the Board from time to time.

- c. The fees for the arbitration process will be as under:

| | Rs 0 –1 lakh * | above Rs 1 lakh - 10 lakh | above Rs 10 lakh - 20 lakh | above Rs 20 lakh - 30 lakh | above Rs 30 lakh - 50 lakh | Above Rs 50 lakh |
|--|-------------------|------------------------------------|-------------------------------------|-------------------------------------|-------------------------------------|---------------------|
| Arbitrator's fee (<i>to be collected by ODR Institution and paid to Arbitrator</i>) | 4800 | 8000 | 12000 | 16000 | 60000** | 120000** |
| ODR Institution's fees, in addition to the arbitrator's fees (<i>to be collected by ODR</i>) | 600 | 1000 | 1500 | 2000 | 7500 | 15000 |

| | | | | | | |
|--|--|--|--|--|--|--|
| <i>Institution)</i> | | | | | | |
| Applicable GST, Stamp Duty, etc. on actual outgoings | | | | | | |

* This slab will be applicable for service request related disputes also

** Fee for panel of arbitrators shall be split into a ratio of 40:30:30 with the higher proportion being payable to the arbitrator writing the arbitral award

Such fees will be payable at the time of initiation of the arbitration by the initiator (whether the investor/client or the concerned Market Participant), and by the person against whom the arbitration has been initiated. When the person initiating the arbitration has not specified a claim amount or has specified a lower claim amount, the admissible claim value as determined by the conciliator shall be reckoned for arriving at the claim value in such arbitration being initiated.

Such fees have to be deposited at the time of choosing to initiate arbitration through the ODR Portal within 7 days or such period as specified from time to time. In case the person against whom the arbitration has been initiated fails to deposit the fee payable within such period as specified then the person choosing to initiate the arbitration can deposit the fees payable on such person's behalf and shall be recoverable from such person through the arbitration process.

Subject to the terms of the arbitral award, the person who is successful in the arbitration proceedings shall receive a refund of amounts deposited by such person.

Late Fees: Arbitration initiated after one month of failure of conciliation and upto six months, the fees payable would be double of the non-refundable fees specified in the table above. Arbitration initiated after six months by a Market Participant will require payment of, additional fee of 50% of the fees, specified in the table above applicable per additional month of delay and which shall be on non-refundable basis. Such late fees shall be collected by the MIIs and applied in relation to operationalization and effective functioning of the ODR Platform and for the purposes as specified by the Board from time to time.

The fees shall be uniform across MIIs, ODR Institutions, conciliators and arbitrators.

29. All other usage or administrative fees as well as out-of-pocket expenses borne by the MIIs or the ODR Institutions in the management or operation or use of the ODR Portal would be subsumed in these fees and would not be separately chargeable.

Empanelment and Training of the Panel of Conciliator and Arbitrators

30. All MIs and the ODR Institutions empaneled by the MIs shall ensure that:
- a. The number of conciliators and arbitrators on the panel of the ODR Institutions is commensurate to the number of references of complaints/disputes received so that a conciliator / arbitrator / panel of arbitrators handle a reasonable number of references simultaneously and that all references are disposed of within the prescribed time.
 - b. The conciliators and arbitrators on the panel of the ODR Institutions should have undergone training and certification program/s or possess sufficient experience for such individual being regarded qualified or expert in online dispute resolution (conciliation or arbitration) and technology, finance, securities law, securities product or services, etc. to cater to the specific nature of a given complaint/dispute arising in the Indian securities market or such programs as specified by the Board from time to time (including courses provided by National Institute for Securities Market – NISM). Such training shall be taken on a periodic basis and at least annually. Initially, all the members of IGRCs or arbitrators who have been at present approved by the Board shall be eligible to be empaneled by the ODR Institutions.
 - c. The conciliators and arbitrators on the panel of the ODR Institutions shall be evaluated annually. MIs will require the empaneled ODR Institution to submit an evaluation report to the MI.
 - d. Information on conciliators and arbitrators on the panel of the ODR Institutions will be disseminated on the website of each ODR Institution, including brief profile, qualifications, training and certifications, areas of experience, number of conciliation/arbitration matters handled, etc.
 - e. The mode and manner for an individual to be added to the panel of the ODR Institutions shall be specified by it, including the required experience and/or training and certifications.
 - f. The conciliator or arbitrators should be neutral and independent in respect of each and every matter or reference received by them, and not connected with or linked to any disputing party in any manner whatsoever.

Roles and Responsibilities of MIs

31. MIs shall enter into appropriate agreements with ODR Institutions outlining the role and responsibilities of each party in adherence to this circular, and also specify mechanism

for handling and resolution of their inter-se disputes. The MIIs and the ODR Institutions empaneled by MIIs may also enter into necessary and appropriate contractual frameworks with the Market Participants, for them and their investors/clients in the Indian Securities Market, participating on the ODR Portal and in the ODR mechanism as specified.

32. All MIIs (and the ODR Institutions empaneled by MIIs as applicable) shall enter into agreements with financial institutions/Banks for opening accounts and effective receipt, payment and disbursement of any amount including the fees, payments as required to be made vide the settlement agreement / arbitral awards or at the time of initiating an arbitration or challenge to an arbitral award, etc.
33. MIIs shall ensure that resolution of complaints/disputes referred on the ODR Portal are undertaken by the ODR Institutions empaneled by the MIIs within the stipulated timelines.
34. MIIs and the ODR Institutions empaneled by the MIIs, shall maintain Management Information Systems (**MIS**) reports, which shall be shared with the concerned Market Participant so the latter can adequately track timelines of any dispute. The Board may also require MIIs to furnish MIS reports in such form and on such periodicity as it may specify.
35. MIIs and the ODR Institutions empaneled by the MIIs, shall maintain relevant records, including directions/recommendations/orders passed at pre-conciliation, conciliation and arbitration stage for the period as specified in the extant law, and produced to relevant authorities as and when required. MIIs shall also ensure, in terms of their internal processes and contractual arrangements with ODR Institutions, that documents are adequately preserved, including in cases of change in the ODR Institution.
36. The ODR Portal and the facilities provided by the ODR Institutions will be user-friendly and accessible online/through audio-video to all the concerned parties and stakeholders, at all times.
37. The ODR Institutions to whom the dispute is referred and the Market Participant which is party to the dispute shall provide complete cooperation to the conciliator and/or arbitrator and/or panel of arbitrators including providing any information required to resolve the complaint in effective manner and within stipulated timelines.
38. MIIs, ODR Institutions and the Market Participants shall make reasonable efforts to undertake promotion of investor education and investor awareness programmes through seminars, workshops, publications, training programmes etc. aimed at creating awareness about the ODR Portal for the Indian Securities Market.

39. The MIIs shall lay down or modify their Code of Conduct, outlining the ethical standards that every party viz. the ODR Institution empaneled by the MIIs, Market Participants, the conciliators, the arbitrators must follow, and espouse the interests of investors in the Indian Securities Market, and resolve their complaints/disputes efficiently and in a time-bound manner.
40. The MIIs and the ODR Institution empaneled by the MIIs shall publish at such frequency as specified, statistics on the ODR Portal which provide information as to:
 - a. Aggregate references of complaints/disputes received
 - b. Aggregate number of complaints/disputes resolved by means of conciliation
 - c. Aggregate number of complaints/disputes resolved by means of arbitration
 - d. Aggregate value of claims decided in favour of investors/clients
 - e. Summary of complaints/disputes on the ODR Portal against each category of specified intermediary or regulated entity and against listed companies

Responsibilities of the Market Participants

41. All agreements, contractual frameworks or relationships entered into by Market Participants with investors/clients in the Indian Securities market presently existing or entered into hereafter shall stand amended or be deemed to incorporate provision to the effect that the parties agree to undertake online conciliation and/or online arbitration by participating in the ODR Portal and/or undertaking dispute resolution in the manner specified in this Circular.
42. The Market Participants shall promptly attend to all complaints or disputes raised by its investors or clients in accordance with applicable SEBI rules, regulations and circulars. The communications shall clearly specify, the availability of the SCOREs portal and the ODR Portal to the investor/client and that the same could be accessed by such investor/client if unsatisfied with the response (or the lack thereof) of the Market Participant.
43. The Market Participants shall duly train their staff in attending to complaints/disputes and in handling the references arising from the SCOREs portal or the ODR Portal, and in participating in online conciliation and arbitration. Due cooperation and coordination with the MIIs and with the ODR Institutions shall be ensured by the Market Participants.
44. The Board may require the Market Participants to maintain such level of interest-free deposit with the MIIs or with the concerned designated body identified vide the revised SCOREs guidelines and shall be such sums that it considers necessary and appropriate for honouring of any arbitral awards or amounts payable pending initiation of arbitration or challenge to an arbitral award. The amount of such deposit may vary depending on the category of Market Participant and may factor in the extent and nature of complaints or disputes against any specified Market Participant that are observable.

Timelines for Implementation

45. The provisions of this Circular will be implemented in phases:
46. The first phase shall include:
 - a. development of the ODR Portal, empanelment of ODR Institutions by the MIs, empanelment of conciliators and arbitrators by such ODR Institutions on or before August 1, 2023
 - b. registration of Trading Members and Depository Participants on the ODR Portal by August 15, 2023, and
 - c. commencement of registering of complaints/disputes against brokers and depository participants and their resolution on and from August 16, 2023.
47. The second phase shall include:
 - a. registration of all other Market Participants on the ODR Portal by September 15, 2023
 - b. commencement of registering of complaints/disputes against all other Market Participants and their resolution on and from September 16, 2023, and
 - c. implementation of related processes and requirements envisaged in this Circular shall be in effect by September 16, 2023.
48. The Market Participants are directed to bring the provisions of this circular to the notice of the investors/clients and also to disseminate the same on their website.
49. This Circular supersedes the circulars/directions (and /or sections of the same dealing with mediation, conciliation and arbitration) issued by the Board till date on the subject matter and such supersession shall be the date of implementation of the first phase or second phase, as applicable, specified above. For ease of reference, such circulars are listed below:
 - a. Circular No. SEBI/HO/MRD1/ICC1/CIR/P/2022/94 dated July 4, 2022
 - b. Circular No. SEBI/HO/MRDSD/DOS3/P/CIR/2022/78 dated June 3, 2022
 - c. Circular No: SEBI/HO/MIRSD/MIRSD_RTAMB/P/CIR/2022/76 dated May 30, 2022
 - d. Circular No.: SEBI/HO/CFD/SSEP/CIR/P/2022/48 dated April 8, 2022
 - e. Circular No SEBI/HO/CDMRD/DoC/P/CIR/2021/649 dated October 22, 2021
 - f. Circular No. SEBI/HO/MRD1/ICC1/CIR/P/2021/625 dated September 2, 2021
 - g. Circular No. SEBI/HO/MIRSD/DOC/CIR/P/2020/226 dated November 6, 2020
 - h. Circular No. SEBI/HO/MRD/DDAP/CIR/P/2020/16 dated January 28, 2020
 - i. Circular No. CIR/CDMRD/DCE/CIR/P/2018/48 dated March 14, 2018
 - j. Circular No. CIR/CDMRD/DEICE/CIR/P/2017/77 dated July 11, 2017
 - k. Circular No: CIR/CDMRD/DEICE/CIR/P/2017/53 dated June 13, 2017
 - l. Circular No: SEBI/HO/MRD/DRMNP/CIR/P/2017/24 dated March 16, 2017
 - m. Circular No. SEBI/HO/DMS/CIR/P/2017/15 dated February 23, 2017

- n. Circular No. CIR/CDMRD/DIECE/02/2015 dated November 16, 2015
- o. Circular No. CIR/MRD/ICC/30/2013 dated September 26, 2013
- p. Circular No. CIR/MRD/ICC/20/2013 dated July 05, 2013
- q. Circular No. CIR/MRD/ICC/8/2013 dated March 18, 2013
- r. Circular No. CIR/MRD/ICC/ 29 /2012 dated November 7, 2012
- s. Circular No. CIR/MIRSD/2/2012 dated February 15, 2012
- t. Circular No. CIR/MRD/DSA/03/2012 dated January 20, 2012
- u. Circular No. CIR/MRD/DP/4/2011 dated April 7, 2011
- v. Circular No. CIR/MRD/DSA/2/2011 dated February 09, 2011
- w. Circular No. Cir. /IMD/DF/13/2010 dated Oct 05, 2010
- x. Circular No. CIR/MRD/DSA/29/2010 dated August 31, 2010
- y. Circular No. CIR/MRD/DSA/24/2010 dated August 11, 2010
- z. Circular No. CIR/MRD/DP/19/2010 dated June 10, 2010
- aa. Circular No. SEBI/MRD/ OIAE/ Dep/ Cir- 4/2010 dated January 29, 2010

50. Notwithstanding such supersession,

- a. anything done or any action taken or purported to have been done or taken under the superseded circulars, prior to such supersession shall be deemed to have been done or taken under the corresponding provisions of this Circular;
- b. the previous operation of the superseded circulars or anything duly done or suffered thereunder, any right, privilege, obligation or liability acquired, accrued or incurred under the superseded circulars, any penalty, incurred in respect of any violation committed against the superseded circulars, or any investigation, legal proceeding or remedy in respect of any such right, privilege, obligation, liability, penalty as aforesaid, shall remain unaffected as if the superseded circulars have never been superseded;
- c. Matters or references currently under consideration of the IGRC or in arbitration (sole, panel or appellate arbitration) shall be disposed of as per the superseded circulars and within the timelines specified in such circulars;
- d. For disputes pertaining to claims against defaulting trading members the same shall be addressed through the existing mechanism via the Core Settlement Guarantee Fund (Core SGF); and
- e. All matters that are appealable before the Securities Appellate Tribunal in terms of Section 15T of SEBI Act, 1992 Sections 22A and 23L of Securities Contracts (Regulation) Act, 1956 and 23A of Depositories Act, 1996 shall be outside the purview of the ODR Portal.

51. The MIs are directed to:
- a. make necessary amendments to the relevant bye-laws, rules and regulations for the implementation of the above decision immediately;
 - b. disseminate the aforesaid provisions on their website and bring the same to the notice of all stakeholders including the Market Participants and investors/clients in the Indian Securities Market.
52. This Circular is issued in exercise of powers conferred under Section 11(1) of the Securities and Exchange Board of India Act, 1992 to protect the interests of investors in securities and to promote the development of, and to regulate the securities market. This circular is issued with the approval of the competent authority.
53. This Circular is available on the SEBI website at www.sebi.gov.in under the link “Legal > Circulars”.

Yours faithfully,

S. Manjesh Roy
General Manager

Tel no.: 022- 26449710

Email: manjeshr@sebi.gov.in

Schedule A

(See Paragraph 2 of the Circular)

Specified Intermediaries and Regulated Entities

List of securities market intermediaries / regulated entities against whom investors may invoke the ODR process:

1. *AIFs – Fund managers*
2. *CIS – Collective Investment management company*
3. *Depository Participants*
4. *Investment Advisors*
5. *InvITs - Investment Manager*
6. *Mutual Funds - AMCs⁶*
7. *Portfolio Managers*
8. *Registrars and Share Transfer Agents*
9. *REITs – Managers*
10. *Stock brokers⁷*

⁶ Including for any claims/complaints/disputes arising on account of Mutual Fund Distributors of the Mutual Fund AMCs

⁷ Including for any claims/complaints/disputes arising on account of Authorised Persons of the Trading Members

Schedule B

(See Paragraph 3 of the Circular)

Specified Intermediaries and Regulated Entities

1. *Clearing Corporations and their constituents*
2. *Credit Rating Agency and rating clients*
3. *Custodians and their clients/FPIs*
4. *Debenture Trustees and issuers*
5. *Designated Depository Participant and their clients/FPIs*
6. *KYC Registration Agency and their clients/intermediaries*
7. *Merchant Banker and issuers*
8. *Mutual Funds and Mutual Fund Distributors*
9. *Proxy Advisory and their clients*
10. *Proxy advisors and listed entities*
11. *Registrars and Share Transfer Agents and their clients*
12. *Research Analyst and their clients*
13. *Stock brokers and their Authorised Persons*
14. *Trading Members and Clearing Members*
15. *Vault Managers and beneficial owners*

Schedule C

Norms for empanelment of ODR Institutions by MIs and continuing obligations of ODR Institutions

MIs role and responsibility:

1. An MI shall empanel one or more ODR Institutions as a service provider and enter into relevant agreements with such ODR Institution(s) in accordance with guidelines issued by the Board on outsourcing of activities by stock exchanges, depositories and clearing corporations (as amended from time to time) and this circular. An MI should ensure that the primary/first ODR Institution to be empaneled with it, is not empaneled as the primary/first ODR Institution with any other MI .
2. An MI shall collect requisite information of a ODR Institution desirous of being empaneled for providing ODR services for the Indian Securities Market. Such information shall include: copies of registration certificate, memorandum of association and articles of association/ constitutional documents, rules governing conciliation and arbitration, PAN, Legal Entity Identifier number, composition of its board of directors, governing bodies and advisory councils, if any, and details of its shareholders and investors, and list of its authorised officials / signatories. Changes if any to any of these may be notified to the concerned MI promptly. An MI may drop an ODR Institution from its panel, if there is a delay in notifying or if the changes are viewed by the concerned MI as not conducive to continuance of the ODR institution on the panel.
3. An ODR Institution shall also furnish other credentials that are deemed relevant to the empanelment process including: details of conciliators and arbitrators empaneled by the ODR Institution, norms for such empanelment, fees, costs and charges levied for conduct of online conciliation and arbitration, institutional/corporate clients or other ecosystems where rendering online conciliation and arbitration, aggregate number of disputes received for resolution whether for online conciliation or arbitration, aggregate number of disputes resolved by means of online conciliation and arbitration, aggregate value of disputes resolved by means of online conciliation and arbitration, types and nature of disputes resolved by mean of online conciliation and arbitration, technologies, platform, platform features and facilities in conducting online conciliation and arbitration. Such credentials shall be furnished at the time of empanelment and thereafter on a quarterly basis (April/July/October/January).
4. The details of conciliators and arbitrators required to be furnished shall include: unique count of conciliators and arbitrators trained in the securities market, along with the education, training and professional qualification, number of years of experience,

previous experience in conciliation / arbitration including experience in specific types, natures or sectors, languages conversant with (spoken/written) and other demographic details such as age, sex, location.

5. MIs shall ensure that the ODR Institutions eligible for empanelment have the ability to integrate their own platform/systems with the ODR Portal for requirements and purposes as specified from time to time, and on or prior to empanelment undertake necessary integration. MIs shall also ensure that the ODR Institutions also have sufficient technologies to ensure due secrecy, confidentiality and cyber-security for the dataflow between the ODR Portal and its platform/systems, collection of fees and charges (or its refund) and for the conduct of online conciliation and arbitration. MIs shall also ensure the ODR Institution deploys and makes available such features or facilities on its platform/systems as required by the Board from time to time.
6. MIs shall ensure that the ODR Institution and its conciliators and arbitrators abide by the Code of Conduct (**Schedule E**) and highest standards of independence, impartiality, ethics and confidentiality as befits conciliation and arbitration, and interests of Indian Securities Market and with the applicable laws including the Arbitration and Conciliation Act, 1996.

ODR Institutions' role and responsibility:

7. An ODR Institution empaneled by an MI should be/become a member of association/trade body having as its members MI empaneled ODR Institutions for the Indian Securities Market. Details of such association / trade body shall be furnished to the MIs and the Board, and shall include: copies of registration certificate, memorandum of association and articles of association/ constitutional documents, PAN, Legal Entity Identifier number, composition of its board of directors, governing bodies and advisory councils, if any, and details of its members, and list of its authorised officials / signatories. Such association / trade body shall undertake such activities and perform such roles and responsibilities as may be specified from time to time.
8. Any complaint received against a conciliator or arbitrator shall be promptly examined by the ODR Institution and the findings/conclusions/actions taken will be reported to the MI. MI may conduct its own review into such a process and/or specific matter. Any complaint against an ODR Institution shall be promptly examined by the MI and post the findings/conclusions, MI shall take appropriate actions.
9. An ODR institution may seek to be removed as an empaneled ODR Institution after disposal of all pending references. Further, in the event of a breach by the ODR Institution of the norms of empanelment specified, and/or SEBI regulations, circulars and advisories or norms of the MI, the MI may suspend/terminate the empanelment

of the ODR Institution, without prejudice to its rights to take any further action against the ODR Institution. No new complaints/disputes will be assigned after the receipt of its notice to such effect.

10. MII shall ensure that each ODR institution shall abide by the following norms for furthering transparency and evolving precedents:
 - a) Publish at pre decided regularity, data regarding disputes assigned, count of disposal of such references through conciliation, and count of disposal of references through arbitration (indicating to the extent feasible, decisions in favour of investors and in favour of intermediaries), which will be available freely to the public in such form, manner and mode as the Board may specify, and
 - b) Publish decisions of the arbitrators, redacted or masked to ensure identity of the parties is not ascertainable, to help develop a database of matters and decisions, which will be available freely to the public in such form, manner and mode as the Board may specify.
11. MIIs shall inspect and/or audit the ODR Institution directly or through such person or firm that it may appoint, for, inter alia, verifying the adherence to these norms and applicable SEBI regulations, circulars and advisories.
12. MIIs shall ensure that the ODR Institutions abide by the SEBI regulations, circulars and advisories on online conciliation and online arbitration as applicable. MIIs shall ensure empaneled ODR institutions shall furnish an irrevocable, unconditional undertaking that it shall abide by the norms of empanelment specified, and SEBI regulations, circulars and advisories or norms as may be notified by SEBI and the respective MII from time to time. The ODR institutions shall also acknowledge through such undertaking that the grievance redressal and dispute resolution mechanisms have been set up by the Board as a part of its institutional framework to provide robust dispute resolution processes for the investors and Market Participants.
13. Any complaints/grievances against the ODR Institutions with respect to their services pursuant to this circular shall be resolved in accordance with agreements entered into the MIIs with their ODR Institutions.
14. MIIs shall ensure that the empaneled ODR Institutions have adequate infrastructure, manpower and resources to assist the former in maintaining compliance with their responsibilities under paragraphs 31 – 40 of this circular.

Schedule D

Suggested norms for empanelment of Conciliators and Arbitrators

The following factors are suggested for empaneling a person as a conciliator or arbitrator by the ODR Institutions:

1. Age: between 35 years to 75 years.
2. Qualification in the area of law, finance including securities market, accounts, economics, technology, management, or administration.
3. Experience: Minimum 7 years of experience as provided below.
4. Professional experience as outlined below could be considered:
 - a. Financial services including securities market i.e. Banks, NBFCs, MIs, other intermediaries of securities market;
 - b. Legal services – Certified professionals handling conciliation, and /or arbitration independently; and/or
 - c. Ex-officials from the Indian financial sector regulators viz., the Insurance Regulatory and Development Authority, the Pension Funds Regulatory and Development Authority, the Reserve Bank of India and the Securities and Exchange Board of India.
5. Knowledge and Skills such as:
 - a. Knowledge on the functioning of the securities market;
 - b. Securities Laws and Arbitration & Conciliation laws in India;
 - c. Proficiency in English language (reading, writing and speaking);
 - d. Proficiency in one or two regional languages and ability to read/write/speak/all - required for communication and for effective dispute resolution;
 - e. Legal drafting and communications skills;
 - f. Decision making skills required for imparting fair judgement;
 - g. Understand party psychology and common online behaviours: Diversity and cross-cultural communication and possessing professional behaviour
7. The Conciliators and Arbitrators should satisfy the following criteria for empanelment:
 - a. The person has a general reputation and record of fairness and integrity, including but not limited to (i) financial integrity; (ii) good reputation and character; and (iii) honesty;
 - b. The person has not been convicted by a court for any offence involving moral turpitude or any economic offence or any offence against the securities laws;
 - c. The person has not been declared insolvent and if yes, has not been discharged;
 - d. No order, restraining, prohibiting or debarring the person, from dealing in securities or from accessing the securities market, has been passed by the Board or any other regulatory authority;
 - e. No other order is passed against the person, which has a bearing on the securities market;
 - f. The person has not been found to be of unsound mind by a court of competent jurisdiction; and
 - g. The person is financially sound and has not been categorised as a willful defaulter.

Schedule E

Code of Conduct for Conciliators and Arbitrators

The Conciliators and Arbitrators shall:

- i. Act in a fair, unbiased, independent and objective manner;
- ii. Maintain the highest standards of personal integrity, truthfulness, honesty and fortitude in discharge of his duties;
- iii. Disclose his/her/their interest or conflict in a particular case, i.e., whether any party to the proceeding had any dealings with or is related to the Conciliator and Arbitrator;
- iv. Not engage in acts discreditable to his/her/their responsibilities;
- v. Avoid any interest or activity which is in conflict with the conduct of his/her/their duties as a conciliatory or arbitrator;
- vi. Avoid any activity that may impair, or may appear to impair, his/her/their independence or objectivity;
- vii. Conduct proceedings in compliance with the principles of natural justice and the relevant provisions of the Arbitration and Conciliation Act, 1996, the SEBI Act, 1992, the Securities Contracts (Regulation) Act, 1956, the Depositories Act, 1996 and the Rules, Regulations and Bye-laws framed thereunder and the circulars, directions issued thereunder, and the contractual arrangements;
- viii. Undertake training courses as may be specified time to time by the Board, including from NISM;
- ix. Endeavour to pass arbitral award expeditiously and within prescribed time;
- x. Pass reasoned and detailed arbitral awards; and
- xi. Maintain confidentiality with respect to the proceeding and its associated recordings and only disclose confidential information as required by law or Courts of competent jurisdiction or legal authority.

CIRCULAR

SEBI/HO/OIAE/OIAE_IAD-1/P/CIR/2023/135

August 04, 2023

To,

**All Recognized Stock Exchanges (including Commodity Derivatives)
All Clearing Corporations
All Depositories
All Stock Brokers
All Depository Participants
All SEBI Registered Intermediaries / All SEBI Regulated Entities
All Listed Companies
All Registrar & Share Transfer Agents
All Asset Management Companies**

Sir / Madam,

**Subject: Corrigendum cum Amendment to Circular dated July 31, 2023 on Online
Resolution of Disputes in the Indian Securities Market**

1. SEBI issued circular no. SEBI/HO/OIAE/OIAE_IAD-1/P/CIR/2023/131 dated July 31, 2023 providing the guidelines for online resolution of disputes in the Indian securities market.
2. Pursuant to feedback received, need for additional clarity or correction of language used, the circular stands modified as under:
 - I. Clause 8 of the circular stands substituted as under:

All listed companies / specified intermediaries / regulated entities in the securities market (collectively referred to as "Market Participant/s") shall enrol on the ODR Portal within the timelines as specified at paragraphs 46 and 47 of this circular and shall be deemed to have been enrolled on the ODR Portal at the end such specified timeline. The enrolment process shall also include executing electronic terms/agreements with MIs and the ODR Institutions, which shall be deemed to be

executed at the end such specified timeline. Facility to enrol Market Participants into the ODR Portal by utilising the credentials used for SEBI SCORES portal / SEBI Intermediary portal may be also provided in the ODR Portal.

II. Clause 11 of the circular stands substituted as under:

An investor/client shall first take up his/her/their grievance with the Market Participant by lodging a complaint directly with the concerned Market Participant. If the grievance is not redressed satisfactorily, the investor/client may, in accordance with the SCORES guidelines, escalate the same through the SCORES Portal in accordance with the process laid out therein. After exhausting these options for resolution of the grievance, if the investor/client is still not satisfied with the outcome, he/she/they can initiate dispute resolution through the ODR Portal.

III. Clause 13 of the circular stands substituted as under:

The dispute resolution through the ODR Portal can be initiated when the complaint/dispute is not under consideration in terms of the paragraph 11 above or SCORES guidelines as applicable or not pending before any arbitral process, court, tribunal or consumer forum or are non-arbitrable in terms of Indian law (including when moratorium under the Insolvency and Bankruptcy Code is in operation due to the insolvency process or if liquidation or winding up process has been commenced against the Market Participant).

IV. Clause 17 of the circular stands substituted as under:

The ODR Institution that receives the reference of the complaint/dispute shall appoint a sole independent and neutral conciliator from its panel of conciliators. Such conciliator shall have relevant qualifications or expertise (please refer to Schedule D) and should not be connected with or linked to any disputing party. MIIs shall ensure that appropriate measures are put in place regarding appointment of conciliators by the ODR Institutions.

V. In the first sentence of Clause 20.c. of the circular, “75%” shall stand substituted with “100%”.

VI. In Clause 21 of the circular, at the end of the first and the third sentences, the following is added: “...and receipt of fees, costs and charges as applicable.”

VII. In Clause 24 of the circular, at the end of the first sentence, the following is added: “..in the ODR Portal for onward notification to the party/ies in whose favour the arbitral award has been passed and the relevant MII.”

VIII. In the first sentence of Clause 25 of the circular, “75%” shall stand substituted with “100%”.

IX. Clause 27 of the circular stands substituted as under:

The venue and seat of the online proceedings shall be deemed to be the place:

- a) In case of disputes between investor/client and listed companies (including their registrar and share transfer agents) or any of the specified intermediaries / regulated entities in securities market (as specified in Schedule A): where the investor resides permanently or, where the investor is not an individual, the place where it is registered in India or has its principal place of business in India, as provided in the relevant KYC documents*
- b) In case of disputes between institutional or corporate clients and specified intermediaries / regulated entities in securities market as specified in Schedule B:*
 - (i) where the institutional or corporate clients has its registered in India or has its principal place of business in India, as provided in the relevant KYC documents, and*
 - (ii) if in case the the institutional or corporate client is not registered in India or does not have its principal place of business in India, then the place where the specified intermediaries / regulated entities in securities market as specified in Schedule B has its registered in India or has its principal place of business in India or*
 - (iii) such court of competent jurisdiction in India as the institutional or corporate clients and specified intermediaries / regulated entities in securities market as specified in Schedule B may agree upon.*

X. Clause 49 shall also include the following circulars:

n-i. Circular No.: CIR/MIRSD/11/2013 dated October 28, 2013

XI. Clause 50. e. of the circular is modified as under:

All matters that are appealable before the Securities Appellate Tribunal in terms of Section 15T of SEBI Act, 1992 (other than matters escalated through SCOREs portal in accordance with SEBI SCOREs Circular), Sections 22A and 23L of Securities Contracts (Regulation) Act, 1956 and 23A of Depositories Act, 1996 shall be outside the purview of the ODR Portal.

XII. The following intermediaries / regulated entities are added in Schedule A:

2A. *Commodities Clearing Corporations*
9A. *Research Analyst*

XIII. In para 7 of Schedule C, at the end of the first sentence, the following is added:
“...on or before October 31, 2023.”

3. This circular shall be applicable with immediate effect.
4. This Circular is issued in exercise of powers conferred under Section 11(1) of the Securities and Exchange Board of India Act, 1992 to protect the interests of investors in securities and to promote the development of, and to regulate the securities market. This circular is issued with the approval of the competent authority.
5. This Circular is available on the SEBI website at www.sebi.gov.in under the link “Legal > Circulars”.

Yours faithfully,

S. Manjesh Roy
General Manager

Tel no.: 022- 26449710

Email: manjeshsr@sebi.gov.in