

**BNP PARIBAS SECURITIES INDIA PRIVATE LIMITED**  
**ACCOUNT OPENING KIT**

Page: 1

**INDEX OF DOCUMENTS**

S. No.	Name of the	Brief Significance of the Document	Page No
<b>MANDATORY DOCUMENTS AS PRESCRIBED BY SEBI &amp; EXCHANGES</b>			
1	Account Opening Form	A. KYC form - Document captures the basic information about the constituent and an instruction/check list.	3-4
		B. Trading account details - Document captures the additional information about the constituent relevant to trading account and an instruction/check list.	5-9 (Not applicable for FPIs)
2	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).	10-17
3	Risk Disclosure Document	Document detailing risks associated with dealing in the securities market.	18-21
4	Guidance note	Document detailing do's and don'ts for trading on exchange, for the education of the investors.	23-24
5	Policies and Procedures	Document describing significant policies and procedures of the stock broker	25-26
6	DMA Terms and Conditions document	Direct Market Access Terms and Conditions document – only for institutional clients availing of DMA facility	27-29
7	In person verification template	In person verification template – only for non-institutional clients	30-32
8	Investor Charter	SEBI Investor Charter for Stockbrokers <a href="#">SEBI   Empowering Investors through Updated Investor Charter of SEBI</a>	33
		SEBI Investor Charter for Research Issuing Entities <a href="#">SEBI   Investor Charter for Research Analysts</a>	40
9	SCORES 2.0 FAQ	Frequently Asked Questions for Investors on the SEBI Complaints Redressal System (SCORES 2.0) <a href="#">SEBI SCORES FAQ 29102024</a>	45-62
<b>VOLUNTARY DOCUMENTS AS PROVIDED BY THE STOCK BROKER</b>			
10	Tariff sheet	Document detailing the rate/amount of brokerage and other charges levied on the client for trading on the stock exchange(s)	As agreed upon between the stockbroker and client from time to time

**BNP Paribas Securities India Private Limited**Regd. Office: 8<sup>th</sup> floor, 1 North Avenue, Maker Maxity, Bandra Kurla Complex, Bandra (East), Mumbai 400 051, INDIATel: +91 22 6196 4000 | Fax: +91 22 6196 4363 | Website: [www.bnpparibas.co.in](http://www.bnpparibas.co.in)

SEBI regn. nos.: INZ000161834, INH000000792 | CIN: U74920MH2008FTC182807

Compliance Officer: Karen Claude D'Souza, Tel: +91 22 6196 4000, E-mail: [karen.dsouza@asia.bnpparibas.com](mailto:karen.dsouza@asia.bnpparibas.com)



**Name of stock broker/trading member/clearing member:** BNP Paribas Securities India Private Limited

**SEBI Registration No. and date:** Regn no. INB/INF231474835, INB/INF011474831 dated 16<sup>th</sup> January 2013; Regn no. NSF231474835 dated 30<sup>th</sup> March, 2015; Regn no. NSE231474835 dated 24<sup>th</sup> May, 2016 (Single stockbroker regn. no. INZ000161834 dated 27<sup>th</sup> December, 2017)

**Name of research issuing entity:** BNP Paribas Securities India Private Limited

**SEBI Registration No. and date:** Regn no. INH000000792 dated 24<sup>th</sup> June, 2015

**Registered & correspondence office address:** 8<sup>th</sup> floor, 1 North Avenue, Maker Maxity, Bandra Kurla Complex, Bandra (East), Mumbai 400 051; Ph: +91 22 6196 4000; Fax: +91 22 6196 4363; Website: [www.bnpparibas.co.in](http://www.bnpparibas.co.in)

Link: [Institutional Equities and Currency Derivatives - BNP Paribas India - BNP Paribas India](#)

**CEO:** Mr. Abhiram Eleswarapu; Tel, +91 22 6196 4000; E-mail: [abhiram.eleswarapu@asia.bnpparibas.com](mailto:abhiram.eleswarapu@asia.bnpparibas.com)

**Compliance officer:** Ms. Karen Claude D'Souza; Tel: +91 22 6196 4000; E-mail: [karen.dsouza@asia.bnpparibas.com](mailto:karen.dsouza@asia.bnpparibas.com)

For any grievance/dispute please contact stock broker **BNP Paribas Securities India Private Limited** at the above address or email id – [customercare\\_secindia@asia.bnpparibas.com](mailto:customercare_secindia@asia.bnpparibas.com) or phone no. +91 22 6196 4000. In case not satisfied with the response, please contact the concerned exchange(s) at +91 1800220058 (toll free) / +91 22 26598100 (NSE) or +91 22 2272 1233 (BSE).

In the context of Circular No. 108/2021 (download Ref No: NSE/COMP/50610) dated 15<sup>th</sup> December, 2021 issued by National Stock Exchange of India Limited [COMP50610.pdf \(nseindia.com\)](#) and Notice no. 20211215-63 dated 15<sup>th</sup> December, 2021 issued by BSE Limited [Notice Number \(bseindia.com\)](#), we wish to inform you that BNP Paribas Securities India Private Limited ("**the Company**") is not required to have a Business Continuity/DR ("BCP/DR") plan under the existing regulatory provisions of these circulars. However, we confirm that the Company does have a BCP/DR set up in place to ensure business continuity.

---

**Acknowledgement from client towards receipt of mandatory and voluntary client registration documents**

---

<b>For</b>	(Client name)
<b>Name:</b>	_____
<b>Designation:</b>	_____
<b>Signature:</b>	_____

**BNP Paribas Securities India Private Limited**

Regd. Office: 8<sup>th</sup> floor, 1 North Avenue, Maker Maxity, Bandra Kurla Complex, Bandra (East), Mumbai 400 051, INDIA

Tel: +91 22 6196 4000 | Fax: +91 22 6196 4363 | Website: [www.bnpparibas.co.in](http://www.bnpparibas.co.in)

SEBI regn. nos.: INZ000161834, INH000000792 | CIN: U74920MH2008FTC182807

Compliance Officer: Karen Claude D'Souza, Tel: +91 22 6196 4000, E-mail: [karen.dsouza@asia.bnpparibas.com](mailto:karen.dsouza@asia.bnpparibas.com)



MANDATORY

Page: 3

**BNP PARIBAS SECURITIES INDIA PRIVATE LIMITED**  
**KNOW YOUR CLIENT (KYC) APPLICATION FORM***For Individuals*

PHOTOGRAPH

Please affix your  
recent passport  
size photograph  
and sign across it

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
5. a. PAN: \_\_\_\_\_      b. Unique Identification Number (UID)/ Aadhaar, if any: \_\_\_\_\_
6. Specify the proof of Identity submitted: \_\_\_\_\_

**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. Permanent Address (if different from above or overseas address, mandatory for Non-Resident Applicant): \_\_\_\_\_  
\_\_\_\_\_  
City/town/village: \_\_\_\_\_ Pin Code: \_\_\_\_\_ State: \_\_\_\_\_ Country: \_\_\_\_\_
5. Specify the proof of address submitted for 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.

\_\_\_\_\_  
Signature of the Applicant

Date: \_\_\_\_\_(dd/mm/yyyy)

**BNP Paribas Securities India Private Limited**

Regd. Office: 8<sup>th</sup> floor, 1 North Avenue, Maker Maxity, Bandra Kurla Complex, Bandra (East), Mumbai 400 051, INDIA  
Tel: +91 22 6196 4000 | Fax: +91 22 6196 4363 | Website: [www.bnpparibas.co.in](http://www.bnpparibas.co.in)  
SEBI regn. nos.: INZ000161834, INH000000792 | CIN: U74920MH2008FTC182807  
Compliance Officer: Karen Claude D'Souza, Tel: +91 22 6196 4000, E-mail: [karen.dsouza@asia.bnpparibas.com](mailto:karen.dsouza@asia.bnpparibas.com)



FOR OFFICE USE ONLY

- ☐ (Originals verified) True copies of documents received
- ☐ (Self-Attested) Self Certified Document copies received

.....  
**Authorised Signatory**

**Date** .....

**Seal/stamp**

**BNP Paribas Securities India Private Limited**

Regd. Office: 8<sup>th</sup> floor, 1 North Avenue, Maker Maxity, Bandra Kurla Complex, Bandra (East), Mumbai 400 051, INDIA  
Tel: +91 22 6196 4000 | Fax: +91 22 6196 4363 | Website: [www.bnpparibas.co.in](http://www.bnpparibas.co.in)  
SEBI regn. nos.: INZ000161834, INH000000792 | CIN: U74920MH2008FTC182807  
Compliance Officer: Karen Claude D'Souza, Tel: +91 22 6196 4000, E-mail: [karen.dsouza@asia.bnpparibas.com](mailto:karen.dsouza@asia.bnpparibas.com)





MANDATORY

**BNP PARIBAS SECURITIES INDIA PRIVATE LIMITED**  
**KNOW YOUR CLIENT (KYC) APPLICATION FORM**

Page: 3

PHOTOGRAPH

*For Non-Individuals*Please fill this form in **ENGLISH** and in **BLOCK LETTERS**.**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/ FPI/HUF/AOP/ Bank/Government Body/Non-Government Organization/Defense Establishment/BOI/Society/LLP/Others (please specify) \_\_\_\_\_

Please affix the recent passport size photographs and sign across it

**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: \_\_\_\_\_
5. Specify the proof of address submitted for registered address: \_\_\_\_\_

**C. OTHER DETAILS**

1. Name, PAN, residential address and photographs of Promoters/Partners/Karta/Trustees and whole time directors: \_\_\_\_\_
2. (a) DIN of whole time directors: \_\_\_\_\_  
(b) Aadhaar number of Promoters/Partners/Karta: \_\_\_\_\_

**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.

Name &amp; Signature of the Authorised Signatory

Date: \_\_\_\_\_ (dd/mm/yyyy)

**BNP Paribas Securities India Private Limited**Regd. Office: 8<sup>th</sup> floor, 1 North Avenue, Maker Maxity, Bandra Kurla Complex, Bandra (East), Mumbai 400 051, INDIA

Tel: +91 22 6196 4000 | Fax: +91 22 6196 4363 | Website: www.bnpparibas.co.in

SEBI regn. nos.: INZ000161834, INH000000792 | CIN: U74920MH2008FTC182807

Compliance Officer: Karen Claude D'Souza, Tel: +91 22 6196 4000, E-mail: karen.dsouza@asia.bnpparibas.com



BNP PARIBAS

The bank  
for a changing  
world

Page: 4

FOR OFFICE USE ONLY

- ☐ (Originals verified) True copies of documents received  
☐ (Self-Attested) Self Certified Document copies received

\_\_\_\_\_  
Authorised Signatory

Date: \_\_\_\_\_(dd/mm/yyyy)

Seal/Stamp

**BNP Paribas Securities India Private Limited**

Regd. Office: 8<sup>th</sup> floor, 1 North Avenue, Maker Maxity, Bandra Kurla Complex, Bandra (East), Mumbai 400 051, INDIA  
Tel: +91 22 6196 4000 | Fax: +91 22 6196 4363 | Website: [www.bnpparibas.co.in](http://www.bnpparibas.co.in)  
SEBI regn. nos.: INZ000161834, INH000000792 | CIN: U74920MH2008FTC182807  
Compliance Officer: Karen Claude D'Souza, Tel: +91 22 6196 4000, E-mail: [karen.dsouza@asia.bnpparibas.com](mailto:karen.dsouza@asia.bnpparibas.com)

**TRADING ACCOUNT RELATED DETAILS***For Individuals & Non-individuals***A. BANK ACCOUNT(S) DETAILS**

Bank Name	Branch address	Bank account no.	Account Type: Saving/Current/ Others-In case of NRI/NRE/NRO	MICR Number	IFSC code

**B. DEPOSITORY ACCOUNT(S) DETAILS**

Depository Participant Name	Depository Name (NSDL/CDSL)	Beneficiary name	DP ID	Beneficiary ID (BO ID)

**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	NSE	NSE
All segments	Cash	F&O	Currency
If you do not wish to trade in any of the 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: \_\_\_\_\_

**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 (if case dealing with multiple stock brokers/sub-brokers, provide details of all)  
Name of stock broker \_\_\_\_\_  
Name of Sub-Broker, if any \_\_\_\_\_  
Client Code: \_\_\_\_\_ Exchange: \_\_\_\_\_  
Details of disputes/dues pending from/to such stock broker/sub- broker: \_\_\_\_\_

**F. ADDITIONAL DETAILS**

- Whether you wish to receive physical contract note or Electronic Contract Note (ECN) (please specify): **Not applicable**
- Specify your Email id, if applicable:
- Whether you wish to avail of the facility of internet trading/ wireless technology (please specify): **Not applicable**
- Number of years of Investment/Trading Experience:
  
- In case of non-individuals, please provide the name, designation, PAN, UID, signature, residential address and photographs of persons authorized to deal in securities on behalf of the company/firm/others:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
  
- Gross Annual Income Details (please specify): Income Range per annum: Below Rs 1 Lac / 1-5 Lac / 5-10 Lac / 10-25 Lac / 25 Lacs-1 crore / > 1 crore
- Net-worth as on (date) \_\_\_\_\_ (dd/mm/yyyy): (\*Net worth should not be older than 1 year)
- Whether any of your authorized signatories/Promoters/Partners/Karta/Trustees/whole time directors are Politically Exposed Person(s) (PEP) or Related to a Politically Exposed Person (PEP): Yes/No
  
- Occupation (for individuals) - please tick any one and give brief details: Private Sector/ Public Sector/ Government Service/Business/ Professional/ Agriculturist/ Retired/ Housewife/ Student/ Others
  
- Any other information: \_\_\_\_\_  
\_\_\_\_\_

**G. 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 and phone no. of the Introducer: \_\_\_\_\_  
\_\_\_\_\_
- Signature of the Introducer: \_\_\_\_\_

**H. NOMINATION DETAILS (for individuals only)**

- I/We wish to nominate** **I/We do not wish to nominate**
- Name of the Nominee: \_\_\_\_\_ Relationship with the Nominee: \_\_\_\_\_
  - PAN of Nominee: \_\_\_\_\_ Date of Birth of Nominee: \_\_\_\_\_
  - Address and phone no. of the Nominee: \_\_\_\_\_

**If Nominee is a minor, details of guardian: - NOT APPLICABLE**

- Name of guardian: \_\_\_\_\_ Address and phone no. of Guardian: \_\_\_\_\_
- Signature of guardian \_\_\_\_\_

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

Name _____	Name _____
Signature _____	Signature _____
Address _____	Address _____

**BNP Paribas Securities India Private Limited**Regd. Office: 8<sup>th</sup> floor, 1 North Avenue, Maker Maxity, Bandra Kurla Complex, Bandra (East), Mumbai 400 051, INDIA

Tel: +91 22 6196 4000 | Fax: +91 22 6196 4363 | Website: www.bnpparibas.co.in

SEBI regn. nos.: INZ000161834, INH000000792 | CIN: U74920MH2008FTC182807

Compliance Officer: Karen Claude D'Souza, Tel: +91 22 6196 4000, E-mail: karen.dsouza@asia.bnpparibas.com



**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/We further confirm having read and understood the contents of the 'Rights and Obligations' document(s) 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, if any.

**Signature of Client/ (all) Authorized Signatory (ies)**

-----  
(Name)  
(Designation)

-----  
(Name)  
(Designation)

-----  
(Name)  
(Designation)

-----  
(Name)  
(Designation)

-----  
(Name)  
(Designation)

-----  
(Name)  
(Designation)

**Place** -----

**Date** -----

---

**BNP Paribas Securities India Private Limited**

Regd. Office: 8<sup>th</sup> floor, 1 North Avenue, Maker Maxity, Bandra Kurla Complex, Bandra (East), Mumbai 400 051, INDIA

Tel: +91 22 6196 4000 | Fax: +91 22 6196 4363 | Website: [www.bnpparibas.co.in](http://www.bnpparibas.co.in)

SEBI regn. nos.: INZ000161834, INH000000792 | CIN: U74920MH2008FTC182807

Compliance Officer: Karen Claude D'Souza, Tel: +91 22 6196 4000, E-mail: [karen.dsouza@asia.bnpparibas.com](mailto:karen.dsouza@asia.bnpparibas.com)

**FOR OFFICE USE ONLY**

UCC Code allotted to the Client: -----

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

*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, if any, for the information of the clients.*

.....

**Authorised Signatory**

Date .....

Seal/Stamp of the stock broker

**INSTRUCTIONS/ CHECK LIST**

## 1. Additional documents in case of trading in derivatives segments - illustrative list:

Copy of ITR Acknowledgement	Copy of Annual Accounts
In case of salary income - Salary Slip, Copy of Form 16	Net worth certificate
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.*

2. Copy of cancelled cheque leaf/ pass book/bank statement specifying name of the constituent, MICR Code or/and IFSC Code of the bank should be submitted.
3. Demat master or recent holding statement issued by DP bearing name of the client.
4. 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.
  - b. 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.
5. For non-individuals:
  - a. Form need to be initialized 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.

**BNP PARIBAS SECURITIES INDIA PRIVATE LIMITED****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.

**BNP Paribas Securities India Private Limited**

Regd. Office: 8<sup>th</sup> floor, 1 North Avenue, Maker Maxity, Bandra Kurla Complex, Bandra (East), Mumbai 400 051, INDIA  
Tel: +91 22 6196 4000 | Fax: +91 22 6196 4363 | Website: [www.bnpparibas.co.in](http://www.bnpparibas.co.in)  
SEBI regn. nos.: INZ000161834, INH000000792 | CIN: U74920MH2008FTC182807  
Compliance Officer: Karen Claude D'Souza, Tel: +91 22 6196 4000, E-mail: [karen.dsouza@asia.bnpparibas.com](mailto:karen.dsouza@asia.bnpparibas.com)





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.

### **BNP Paribas Securities India Private Limited**

Regd. Office: 8<sup>th</sup> floor, 1 North Avenue, Maker Maxity, Bandra Kurla Complex, Bandra (East), Mumbai 400 051, INDIA  
Tel: +91 22 6196 4000 | Fax: +91 22 6196 4363 | Website: [www.bnpparibas.co.in](http://www.bnpparibas.co.in)  
SEBI regn. nos.: INZ000161834, INH000000792 | CIN: U74920MH2008FTC182807  
Compliance Officer: Karen Claude D'Souza, Tel: +91 22 6196 4000, E-mail: [karen.dsouza@asia.bnpparibas.com](mailto:karen.dsouza@asia.bnpparibas.com)

**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 non-payment 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.

**BNP Paribas Securities India Private Limited**

Regd. Office: 8<sup>th</sup> floor, 1 North Avenue, Maker Maxity, Bandra Kurla Complex, Bandra (East), Mumbai 400 051, INDIA  
Tel: +91 22 6196 4000 | Fax: +91 22 6196 4363 | Website: [www.bnpparibas.co.in](http://www.bnpparibas.co.in)  
SEBI regn. nos.: INZ000161834, INH000000792 | CIN: U74920MH2008FTC182807  
Compliance Officer: Karen Claude D'Souza, Tel: +91 22 6196 4000, E-mail: [karen.dsouza@asia.bnpparibas.com](mailto:karen.dsouza@asia.bnpparibas.com)



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.

### **BNP Paribas Securities India Private Limited**

Regd. Office: 8<sup>th</sup> floor, 1 North Avenue, Maker Maxity, Bandra Kurla Complex, Bandra (East), Mumbai 400 051, INDIA  
Tel: +91 22 6196 4000 | Fax: +91 22 6196 4363 | Website: [www.bnpparibas.co.in](http://www.bnpparibas.co.in)  
SEBI regn. nos.: INZ000161834, INH000000792 | CIN: U74920MH2008FTC182807  
Compliance Officer: Karen Claude D'Souza, Tel: +91 22 6196 4000, E-mail: [karen.dsouza@asia.bnpparibas.com](mailto:karen.dsouza@asia.bnpparibas.com)



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.

#### **BNP Paribas Securities India Private Limited**

Regd. Office: 8<sup>th</sup> floor, 1 North Avenue, Maker Maxity, Bandra Kurla Complex, Bandra (East), Mumbai 400 051, INDIA  
Tel: +91 22 6196 4000 | Fax: +91 22 6196 4363 | Website: [www.bnpparibas.co.in](http://www.bnpparibas.co.in)  
SEBI regn. nos.: INZ000161834, INH000000792 | CIN: U74920MH2008FTC182807  
Compliance Officer: Karen Claude D'Souza, Tel: +91 22 6196 4000, E-mail: [karen.dsouza@asia.bnpparibas.com](mailto:karen.dsouza@asia.bnpparibas.com)



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.

### **BNP Paribas Securities India Private Limited**

Regd. Office: 8<sup>th</sup> floor, 1 North Avenue, Maker Maxity, Bandra Kurla Complex, Bandra (East), Mumbai 400 051, INDIA  
Tel: +91 22 6196 4000 | Fax: +91 22 6196 4363 | Website: [www.bnpparibas.co.in](http://www.bnpparibas.co.in)  
SEBI regn. nos.: INZ000161834, INH000000792 | CIN: U74920MH2008FTC182807  
Compliance Officer: Karen Claude D'Souza, Tel: +91 22 6196 4000, E-mail: [karen.dsouza@asia.bnpparibas.com](mailto:karen.dsouza@asia.bnpparibas.com)



**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.) – NOT APPLICABLE SINCE THE STOCKBROKER DOES NOT OFFER INTERNET/WIRELESS BASED TRADING FACILITY**

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.

**BNP Paribas Securities India Private Limited**

Regd. Office: 8<sup>th</sup> floor, 1 North Avenue, Maker Maxity, Bandra Kurla Complex, Bandra (East), Mumbai 400 051, INDIA

Tel: +91 22 6196 4000 | Fax: +91 22 6196 4363 | Website: [www.bnpparibas.co.in](http://www.bnpparibas.co.in)

SEBI regn. nos.: INZ000161834, INH000000792 | CIN: U74920MH2008FTC182807

Compliance Officer: Karen Claude D'Souza, Tel: +91 22 6196 4000, E-mail: [karen.dsouza@asia.bnpparibas.com](mailto:karen.dsouza@asia.bnpparibas.com)



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.

For **BNP Paribas Securities India Private Limited**

**Authorised signatory**

**Seal/stamp**

**BNP Paribas Securities India Private Limited**

Regd. Office: 8<sup>th</sup> floor, 1 North Avenue, Maker Maxity, Bandra Kurla Complex, Bandra (East), Mumbai 400 051, INDIA  
Tel: +91 22 6196 4000 | Fax: +91 22 6196 4363 | Website: [www.bnpparibas.co.in](http://www.bnpparibas.co.in)  
SEBI regn. nos.: INZ000161834, INH000000792 | CIN: U74920MH2008FTC182807  
Compliance Officer: Karen Claude D'Souza, Tel: +91 22 6196 4000, E-mail: [karen.dsouza@asia.bnpparibas.com](mailto:karen.dsouza@asia.bnpparibas.com)



**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.

### **BNP Paribas Securities India Private Limited**

Regd. Office: 8<sup>th</sup> floor, 1 North Avenue, Maker Maxity, Bandra Kurla Complex, Bandra (East), Mumbai 400 051, INDIA

Tel: +91 22 6196 4000 | Fax: +91 22 6196 4363 | Website: [www.bnpparibas.co.in](http://www.bnpparibas.co.in)

SEBI regn. nos.: INZ000161834, INH000000792 | CIN: U74920MH2008FTC182807

Compliance Officer: Karen Claude D'Souza, Tel: +91 22 6196 4000, E-mail: [karen.dsouza@asia.bnpparibas.com](mailto:karen.dsouza@asia.bnpparibas.com)



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.

For **BNP Paribas Securities India Private Limited**

**Authorised signatory**

**Seal/stamp**

**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.nseindia.com](http://www.nseindia.com) and [www.bseindia.com](http://www.bseindia.com) and SEBI website [www.sebi.gov.in](http://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 sub-broker. 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

**BNP Paribas Securities India Private Limited**

Regd. Office: 8<sup>th</sup> floor, 1 North Avenue, Maker Maxity, Bandra Kurla Complex, Bandra (East), Mumbai 400 051, INDIA  
Tel: +91 22 6196 4000 | Fax: +91 22 6196 4363 | Website: [www.bnpparibas.co.in](http://www.bnpparibas.co.in)  
SEBI regn. nos.: INZ000161834, INH000000792 | CIN: U74920MH2008FTC182807  
Compliance Officer: Karen Claude D'Souza, Tel: +91 22 6196 4000, E-mail: [karen.dsouza@asia.bnpparibas.com](mailto:karen.dsouza@asia.bnpparibas.com)



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.

For **BNP Paribas Securities India Private Limited**

**Authorised signatory**

**Seal/stamp**

**BNP Paribas Securities India Private Limited**

Regd. Office: 8<sup>th</sup> floor, 1 North Avenue, Maker Maxity, Bandra Kurla Complex, Bandra (East), Mumbai 400 051, INDIA

Tel: +91 22 6196 4000 | Fax: +91 22 6196 4363 | Website: [www.bnpparibas.co.in](http://www.bnpparibas.co.in)

SEBI regn. nos.: INZ000161834, INH000000792 | CIN: U74920MH2008FTC182807

Compliance Officer: Karen Claude D'Souza, Tel: +91 22 6196 4000, E-mail: [karen.dsouza@asia.bnpparibas.com](mailto:karen.dsouza@asia.bnpparibas.com)



**POLICIES AND PROCEDURES**

BNP Paribas Securities India Private Limited ("**BNPPSIPL**") is a SEBI registered Stockbroker, having membership of the National Stock Exchange of India Limited ("**NSE**") and the Bombay Stock Exchange Ltd. ("**BSE**") in the Equities and Futures & Options market segments.

Please take note of the following policies and procedures of BNPPSIPL:

**1. Penny Stocks**

BNPPSIPL may exercise its discretion in refusing orders for stocks which have been notified as illiquid by BSE or NSE ("penny stocks")

**2. Exposure limits**

BNPPSIPL may, at its discretion, assign trading exposure limits to you from time to time. These limits may be set exchange-wise, segment-wise and/or stock-wise.

**3. Brokerage**

BNPPSIPL shall charge brokerage not exceeding the maximum brokerage specified by the stock exchanges. Such brokerage shall be as mutually agreed between us from time to time.

**4. Closing of account at your request**

You will be entitled to request for suspension or closure of your trading account with BNPPSIPL, by giving written notice of not less than one month to BNPPSIPL at its registered office.

**5. Charges**

If any regulatory penalty or charge is levied on BNPPSIPL due to your default in meeting your obligations, BNPPSIPL may recover such penalty or charge from you.

**6. Right to sell securities / close out positions without notice**

In the event that you do not pay your lawful dues, BNPPSIPL will have the right to sell your securities (if any) placed with it as margin or close out your positions, limited to the extent of settlement / margin obligation, without giving you prior notice thereof. The proceeds of the same shall be adjusted against your lawful liabilities / obligations. The resulting losses / profits due to such close-out / liquidation shall be booked to your account.

**7. Shortages in obligations arising out of internal netting of trades**

In case there is any shortage in your settlement obligation to BNPPSIPL, you will strive to make good such shortage in accordance with the Rules, Regulations and Bye Laws of NSE and BSE.

**8. Restriction on further positions / close out of existing positions**

BNPPSIPL shall have absolute discretion to limit your further positions or to close out any of your existing positions without giving you any prior notice, under certain conditions including but not limited to the following:

- Margin shortfall
- Restrictions imposed by the regulators
- Exhaustion of limits imposed by the stock exchanges
- Extreme volatility in the market or in a particular stock
- Stoppage of trading by the stock exchanges due to index based market wide circuit breaker mechanism
- Any unforeseen adverse market conditions or natural calamity

The proceeds of the same shall be adjusted against your lawful liabilities / obligations. The resulting losses / profits due to such close-out / liquidation shall be booked to your account.

**9. De-registration**

BNPPSIPL shall de-register you as a client, if you are barred by SEBI or any regulatory authority from dealing in the securities market.

**10. Dormant clients**

BNPPSIPL shall treat you as a dormant client if you do not carry out any transactions for an extended period, which shall be determined as per internal requirements. Thereafter, your account will either be closed or re-activated after following the procedures for re-activation.

Please note that other than above, BNPPSIPL has put in place various policies and procedures for internal control, including but not limited to the Trading Error Management Policy, Record Keeping policy, Anti Money Laundering Policy, KYC Policy, Policy for Prevention of the Spread of Unauthenticated Market Information, etc.

For **BNP Paribas Securities India Private Limited**

**Authorised signatory**

**Seal/stamp**



**MANDATORY FOR DIRECT MARKET ACCESS CLIENTS****BNP PARIBAS SECURITIES INDIA PRIVATE LIMITED ("the Broker")****FOR INSTITUTIONAL CLIENTS ONLY****TERMS AND CONDITIONS FOR DMA FACILITY****FOR THE CLIENT \_\_\_\_\_ ("the Client")**

1. The Client is expected to be fully aware of the risks associated with the market and the financial instruments being traded on stock exchanges through DMA. The Client shall be responsible for complying with laws, rules, regulations, notifications etc issued by regulatory authorities as may be applicable from time to time.
2. The Client shall ensure that DMA facility provided by the Broker is used only to execute the trades of the Client and shall not be used for transactions on behalf of any other person / entity.
3. The Client shall be responsible for ensuring that, only persons authorized by it shall access and use the DMA facility provided by the Broker. All orders originating from such facility / system shall be deemed to be authorized by the Client.
4. Where the Client accesses or proposes to access the Broker's DMA platform through external applications, including but not restricted to services of third party service provider(s), own application(s), etc., the Client shall ensure that such applications have adequate security features including but not limited to access controls, password protection etc; and that appropriate agreement(s) with such third party service provider(s) etc. for ensuring secured access and communication has been executed and are in place.
5. The Client shall ensure that no person authorized by them to place orders through DMA facility provided by the broker has been / is involved in any adverse action by any regulatory authorities in any jurisdiction.
6. The Client shall provide the names of authorized individual users to the broker prior to placing DMA orders.
7. The Client shall not use or allow the use of DMA facility to engage in any form of market misconduct including insider trading and market manipulation or conduct that is otherwise in breach of applicable laws, rules and regulation.
8. The Client is aware that Algorithmic trading i.e. generation of orders using automated execution logic is governed by Algorithmic trading guidelines issued by SEBI and Exchanges and requires prior approval of the exchanges. The Client shall ensure that new algorithms and changes to existing approved algorithms are not used through the DMA facility without prior approval of concerned stock exchanges. The Client shall ensure that it has necessary checks and balances, in place to identify and control dysfunctional algorithms and the Broker shall have the right to shut down the DMA facility and remove any outstanding Client orders in case of any suspected dysfunctional algo.

**BNP Paribas Securities India Private Limited**

Regd. Office: 8<sup>th</sup> floor, 1 North Avenue, Maker Maxity, Bandra Kurla Complex, Bandra (East), Mumbai 400 051, INDIA

Tel: +91 22 6196 4000 | Fax: +91 22 6196 4363 | Website: [www.bnpparibas.co.in](http://www.bnpparibas.co.in)

SEBI regn. nos.: INZ000161834, INH000000792 | CIN: U74920MH2008FTC182807

Compliance Officer: Karen Claude D'Souza, Tel: +91 22 6196 4000, E-mail: [karen.dsouza@asia.bnpparibas.com](mailto:karen.dsouza@asia.bnpparibas.com)



9. The Client is aware that authentication technologies and strict security measures are required for routing orders through DMA facility and undertakes to ensure that the password of the Client and/or his representative are not revealed to any third party.
10. The Client acknowledges that all DMA orders placed by them through the DMA facility would be validated by the risk management system of the broker. The Broker has the right to accept or reject any DMA order placed by the Client at its sole discretion.
11. The Client shall be solely responsible for all acts or omissions of any person using a DMA facility and shall be bound to accept and settle all transactions executed through the DMA facility provided by the Broker notwithstanding that such order(s) may have been submitted erroneously or by an unauthorized user, or that its data is inaccurate or incomplete when submitted, or the Client subsequently determines for whatever reason that the order should not have been submitted.
12. The Client shall notify the Broker in the event of DMA facility being compromised.  
Upon receipt of this notice, Client's DMA facility shall be promptly disabled but the Client shall continue to be responsible for any misuse of the DMA facility or any orders placed through the DMA facility as a result of the compromise of the DMA facility at their end. The Broker shall not be liable for any loss, liability or cost whatsoever arising as a result of any unauthorized use of DMA facility at the Client's end.
13. In the event of winding-up or insolvency of the Client or his otherwise becoming incapable of settling their DMA obligation, broker may close out the transaction of the Client as permissible under bye-laws, rules, regulations of the exchanges. The Client shall continue to be liable for any losses, costs, damages arising thereof.
14. The Client is fully aware of the risks of transmitting DMA orders to the Broker's DMA facility through vendor systems or service providers and the Broker is not responsible for such risks.
15. The Client should be aware of the fact that neither the DMA facility will be uninterrupted nor error free nor the results that may be obtained from the use of the service or as to the timeliness, sequence, accuracy, completeness, reliability or content of any information, service or transaction provided through DMA. The DMA service is provided on an "as is", "as available" basis without warranties of any kind, either express or implied, including, but not limited to, those of information access, order execution, merchantability and fitness for a particular purpose. The Broker shall not be liable for any loss, damage or injury including but not limited to direct lost profits or trading losses or any consequential, special, incidental, indirect, or similar damages from the use or inability to use the service or any part thereof.
16. The Broker shall have the right to withdraw the DMA facility in case of:-
  - Breach of the limits imposed by the broker or any regulatory authority.
  - On account of any misuse of the DMA facility by the Client or on instructions from SEBI/Exchanges.
  - Any other reason, at the discretion of the broker

Broker shall endeavor to give reasonable notice to the Client in such instances.

**BNP Paribas Securities India Private Limited**

Regd. Office: 8<sup>th</sup> floor, 1 North Avenue, Maker Maxity, Bandra Kurla Complex, Bandra (East), Mumbai 400 051, INDIA

Tel: +91 22 6196 4000 | Fax: +91 22 6196 4363 | Website: [www.bnpparibas.co.in](http://www.bnpparibas.co.in)

SEBI regn. nos.: INZ000161834, INH000000792 | CIN: U74920MH2008FTC182807

Compliance Officer: Karen Claude D'Souza, Tel: +91 22 6196 4000, E-mail: [karen.dsouza@asia.bnpparibas.com](mailto:karen.dsouza@asia.bnpparibas.com)



17. The Broker shall not be liable or responsible for non-execution of the DMA orders of the Client due to any link/system failure at the Client/ Broker/ exchange(s) end.
18. This document shall not be altered, amended and /or modified by the parties in a manner that shall be in contravention of any other provisions of this document. Any additional terms and conditions should not be in contravention with rules / regulations /bye-laws/circulars, of the relevant authorities including applicable stock exchanges as amended from time to time.

For **BNP Paribas Securities India Private Limited**

**Authorised signatory**

Date:

Place: Mumbai

Seal/stamp

**BNP Paribas Securities India Private Limited**

Regd. Office: 8<sup>th</sup> floor, 1 North Avenue, Maker Maxity, Bandra Kurla Complex, Bandra (East), Mumbai 400 051, INDIA  
Tel: +91 22 6196 4000 | Fax: +91 22 6196 4363 | Website: [www.bnpparibas.co.in](http://www.bnpparibas.co.in)  
SEBI regn. nos.: INZ000161834, INH000000792 | CIN: U74920MH2008FTC182807  
Compliance Officer: Karen Claude D'Souza, Tel: +91 22 6196 4000, E-mail: [karen.dsouza@asia.bnpparibas.com](mailto:karen.dsouza@asia.bnpparibas.com)

**IN-PERSON VERIFICATION (FOR NON-INSTITUTIONAL CLIENTS)****1. Name of client:****2. PAN:****3. Registered address / residential address:****4. Date of verification:****5. Address visited:****6. Meeting with:****Name of person:** \_\_\_\_\_**Designation:** \_\_\_\_\_**Relationship with  
Client (e.g. Director)** \_\_\_\_\_**Name of person:** \_\_\_\_\_**Designation:** \_\_\_\_\_**Relationship with  
Client (e.g. Director)** \_\_\_\_\_**BNP Paribas Securities India Private Limited**Regd. Office: 8<sup>th</sup> floor, 1 North Avenue, Maker Maxity, Bandra Kurla Complex, Bandra (East), Mumbai 400 051, INDIATel: +91 22 6196 4000 | Fax: +91 22 6196 4363 | Website: [www.bnpparibas.co.in](http://www.bnpparibas.co.in)

SEBI regn. nos.: INZ000161834, INH000000792 | CIN: U74920MH2008FTC182807

Compliance Officer: Karen Claude D'Souza, Tel: +91 22 6196 4000, E-mail: [karen.dsouza@asia.bnpparibas.com](mailto:karen.dsouza@asia.bnpparibas.com)



**Name of person:** \_\_\_\_\_

**Designation:** \_\_\_\_\_

**Relationship with  
Client (e.g. Director)** \_\_\_\_\_

**Name of person:** \_\_\_\_\_

**Designation:** \_\_\_\_\_

**Relationship with  
Client (e.g. Director)** \_\_\_\_\_

**7. Documents verified:**

**8. Documents collected  
(if any, on site):**

**9. Details of staff member who carried out the in-person verification:**

**Name:** \_\_\_\_\_

**Company:** \_\_\_\_\_

**Designation:** \_\_\_\_\_

**Employee code:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**10. Stamp of BNPPSIPL:**

**BNP Paribas Securities India Private Limited**

Regd. Office: 8<sup>th</sup> floor, 1 North Avenue, Maker Maxity, Bandra Kurla Complex, Bandra (East), Mumbai 400 051, INDIA

Tel: +91 22 6196 4000 | Fax: +91 22 6196 4363 | Website: [www.bnpparibas.co.in](http://www.bnpparibas.co.in)

SEBI regn. nos.: INZ000161834, INH000000792 | CIN: U74920MH2008FTC182807

Compliance Officer: Karen Claude D'Souza, Tel: +91 22 6196 4000, E-mail: [karen.dsouza@asia.bnpparibas.com](mailto:karen.dsouza@asia.bnpparibas.com)



**11. Acknowledgement from client towards receipt of mandatory and voluntary client registration documents**

**For (Client name)**

**Name:**

\_\_\_\_\_

**Designation:**

\_\_\_\_\_

**Signature:**

\_\_\_\_\_

**BNP Paribas Securities India Private Limited**

Regd. Office: 8<sup>th</sup> floor, 1 North Avenue, Maker Maxity, Bandra Kurla Complex, Bandra (East), Mumbai 400 051, INDIA

Tel: +91 22 6196 4000 | Fax: +91 22 6196 4363 | Website: [www.bnpparibas.co.in](http://www.bnpparibas.co.in)

SEBI regn. nos.: INZ000161834, INH000000792 | CIN: U74920MH2008FTC182807

Compliance Officer: Karen Claude D'Souza, Tel: +91 22 6196 4000, E-mail: [karen.dsouza@asia.bnpparibas.com](mailto:karen.dsouza@asia.bnpparibas.com)

### **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"> <li>1. Read all documents and conditions being agreed before signing the account opening form.</li> <li>2. Receive a copy of KYC, copy of account opening documents and Unique Client Code.</li> <li>3. Read the product / operational framework / timelines related to various Trading and Clearing &amp; Settlement processes.</li> <li>4. Receive all information about brokerage, fees and other charges levied.</li> <li>5. Register your mobile number and email ID in your trading, demat and</li> </ol>	<ol style="list-style-type: none"> <li>1. Do not deal with unregistered stock broker.</li> <li>2. Do not forget to strike off blanks in your account opening and KYC.</li> <li>3. Do not submit an incomplete account opening and KYC form.</li> <li>4. Do not forget to inform any change in information linked to trading account and obtain confirmation of updation in the system.</li> <li>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.</li> </ol>

<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) (<a href="https://scores.sebi.gov.in">https://scores.sebi.gov.in</a>)</p> <p><u>Two level review for complaint/grievance against stock broker:</u></p> <ul style="list-style-type: none"> <li>• First review done by Designated body/Exchange</li> <li>• Second review done by SEBI</li> </ul> <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

## INVESTOR CHARTER IN RESPECT OF RESEARCH ISSUING ENTITIES

### A. Vision and Mission Statements for investors

- Vision  
Invest with knowledge & safety.
- Mission  
Every investor should be able to invest in right investment products based on their needs, manage and monitor them to meet their goals, access reports and enjoy financial wellness.

### B. Details of business transacted by the Research Analyst with respect to the investors

- To publish research report based on the research activities of the RA
- To provide an independent unbiased view on securities.
- To offer unbiased recommendation, disclosing the financial interests in recommended securities.
- To provide research recommendation, based on analysis of publicly available information and known observations.
- To conduct audit annually
- To ensure that all advertisements are in adherence to the provisions of the Advertisement Code for Research Analysts.
- To maintain records of interactions, with all clients including prospective clients (prior to onboarding), where any conversation related to the research services has taken place.

### C. Details of services provided to investors (No Indicative Timelines)

- Onboarding of Clients
  - Sharing of terms and conditions of research services
  - Completing KYC of fee paying clients
- Disclosure to Clients:

- To disclose, information that is material for the client to make an informed decision, including details of its business activity, disciplinary history, the terms and conditions of research services, details of associates, risks and conflicts of interest, if any
  - To disclose the extent of use of Artificial Intelligence tools in providing research services
  - To disclose, while distributing a third party research report, any material conflict of interest of such third party research provider or provide web address that directs a recipient to the relevant disclosures
  - To disclose any conflict of interest of the activities of providing research services with other activities of the research analyst.
- 
- To distribute research reports and recommendations to the clients without discrimination.
  - To maintain confidentiality w.r.t publication of the research report until made available in the public domain.
  - To respect data privacy rights of clients and take measures to protect unauthorized use of their confidential information
  - To disclose the timelines for the services provided by the research analyst to clients and ensure adherence to the said timelines
  - To provide clear guidance and adequate caution notice to clients when providing recommendations for dealing in complex and high-risk financial products/services
  - To treat all clients with honesty and integrity
  - To ensure confidentiality of information shared by clients unless such information is required to be provided in furtherance of discharging legal obligations or a client has provided specific consent to share such information.

**D. Details of grievance redressal mechanism and how to access it**

1. Investor can lodge complaint/grievance against Research Analyst in the following ways:

Mode of filing the complaint with research analyst

In case of any grievance / complaint, an investor may approach the concerned Research Analyst who shall strive to redress the grievance immediately, but not



later than 21 days of the receipt of the grievance.

Mode of filing the complaint on SCORES or with Research Analyst  
Administration and Supervisory Body (RAASB)

- i. SCORES 2.0 (a web based centralized grievance redressal system of SEBI for facilitating effective grievance redressal in time-bound manner)  
(<https://scores.sebi.gov.in>)

Two level review for complaint/grievance against Research Analyst:

- First review done by designated body (RAASB)
- Second review done by SEBI

- ii. Email to designated email ID of RAASB

2. 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.

With regard to physical complaints, investors may send their complaints to:

**Office of Investor Assistance and Education,  
Securities and Exchange Board of India,  
SEBI Bhavan, Plot No. C4-A, 'G' Block,  
Bandra-Kurla Complex, Bandra (E),  
Mumbai - 400 051**

**E. Rights of investors**

- Right to Privacy and Confidentiality
- Right to Transparent Practices
- Right to fair and Equitable Treatment
- Right to Adequate Information
- Right to Initial and Continuing Disclosure
  - Right to receive information about all the statutory and regulatory disclosures
- Right to Fair & True Advertisement
- Right to Awareness about Service Parameters and Turnaround Times
- Right to be informed of the timelines for each service

- Right to be Heard and Satisfactory Grievance Redressal
- Right to have timely redressal
- Right to Exit from Financial product or service in accordance with the terms and conditions agreed with the research analyst
- Right to receive clear guidance and caution notice when dealing in Complex and High-Risk Financial Products and Services
- Additional Rights to vulnerable consumers
  - Right to get access to services in a suitable manner even if differently abled
- Right to provide feedback on the financial products and services used
- Right against coercive, unfair, and one-sided clauses in financial agreements

**F. Expectations from the investors (Responsibilities of investors)**

- **Do's**

- i. Always deal with SEBI registered Research Analyst.
- ii. Ensure that the Research Analyst has a valid registration certificate.
- iii. Check for SEBI registration number.

Please refer to the list of all SEBI registered Research Analyst which is available on SEBI website in the following link:  
<https://www.sebi.gov.in/sebiweb/other/OtherAction.do?doRecognisedFpi=yes&intmId=14>)
- iv. Always pay attention towards disclosures made in the research reports before investing.
- v. Pay your Research Analyst through banking channels only and maintain duly signed receipts mentioning the details of your payments. You may make payment of fees through Centralized Fee Collection Mechanism (CeFCoM) of RAASB if research analyst has opted for the mechanism. (Applicable for fee paying clients only)
- vi. Before buying/ selling securities or applying in public offer, check for the research recommendation provided by your Research Analyst.
- vii. Ask all relevant questions and clear your doubts with your Research Analyst before acting on recommendation.
- viii. Seek clarifications and guidance on research recommendations from your Research Analyst, especially if it involves complex and high risk financial products and services.

- ix. Always be aware that you have the right to stop availing the service of a Research Analyst as per the terms of service agreed between you and your Research Analyst.
- x. Always be aware that you have the right to provide feedback to your Research Analyst in respect of the services received.
- xi. Always be aware that you will not be bound by any clause, prescribed by the research analyst, which is contravening any regulatory provisions.
- xii. Inform SEBI about Research Analyst offering assured or guaranteed returns.

- **Don'ts**

- i. Do not provide funds for investment to the Research Analyst.
- ii. Don't fall prey to luring advertisements or market rumors.
- iii. Do not get attracted to limited period discount or other incentive, gifts, etc. offered by Research Analyst.
- iv. Do not share login credential and password of your trading, demat or bank accounts with the Research Analyst.

**SECTION: I (FAQ for Investors)****1. What is SCORES?**

SCORES is an online platform designed to facilitate complainants to lodge their complaints pertaining to securities market against listed companies, SEBI registered intermediaries and Market Infrastructure Institutions. SCORES is only a facilitative platform for investors to get redressal of their grievances from the concerned entity.

**2. What are the issues on which complaint may filed on SCORES?**

Complaints arising out of issues that are required to be addressed in terms of the Securities and Exchange Board of India Act, 1992, Securities Contracts (Regulation) Act 1956, Depositories Act, 1996 and rules and regulations made thereunder and relevant provisions of Companies Act, 2013 which are administered by SEBI.

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

- a. Complaint not pertaining to investment in securities market;
- b. Anonymous 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, may be taken up on MI Portal;
- g. Non-listing of shares of private offer, if there is any violation of securities laws may be taken up on MI Portal
- h. Disputes arising out of private agreement with companies/intermediaries;
- i. Matter involving fake/forged documents;
- j. Complaints against the companies which are unlisted/delisted;
- k. Complaints on matters 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), or under the purview of other ministries;
- l. Complaints about any unregistered/ un-regulated activity;
- m. Complaints relating to cases pending in a court or subject matter of quasi-judicial proceedings, disputes pending with Online Dispute Resolution mechanism under the aegis of Market Infrastructure Institutions [as per SEBI master circular SEBI/HO/OIAE/OIAE\_IAD-1/P/CIR/2023/145 dated July 31, 2023];
- n. Complaints which are in the nature of market intelligence i.e., information given to SEBI regarding violation of any of the provisions of the securities laws. Such complaints can be lodged on <https://mi.sebi.gov.in>.

**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 companies on the Dissemination Board of Stock Exchange;
- b. Complaints against a liquidated company or a company under liquidation or a company under resolution under the relevant provisions of the Insolvency and

Bankruptcy Code, 2016 (IBC);

- 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. As per the Section 125 of Companies Act, 2013 unclaimed dividends, shares in respect of which dividend has not been paid or claimed, matured debentures, sale proceeds of fractional shares arising out of the issuance of bonus shares, merger and amalgamation, redemption amount of preference shares, which are remaining unpaid or unclaimed for seven or more years are transferred to Investor Education and Protection Fund (IEPF) under Ministry of Corporate Affairs. Complainants can claim the above from IEPF Authority directly as the same is outside the purview of SEBI. Therefore, complaints pertaining to the claim of shares, unclaimed dividends, matured debentures, sale proceeds of fractional shares arising out of issuance of bonus shares, merger and amalgamation, unpaid or unclaimed redemption amount of preference shares, etc., that are transferred to IEPF cannot be dealt on SCORES;
- e. Complaints relating to freezing and unfreezing of PAN pursuant to enforcement actions. Such complaints can be lodged on <https://secure.sebi.gov.in/>;
- f. The relevant Regulators/Authorities for some of the grievances which are not dealt by SEBI are given below:

Grievances pertaining to	Regulators/A uthorities	Website
1. Bank deposits with banks 2. Fixed Deposits with Non-Banking Financial Companies (NBFCs) and 3. Other matters pertaining to NBFCs Primary Dealers	Reserve Bank of India (RBI)/ Banking Ombudsman	<a href="http://www.rbi.org.in">http://www.rbi.org.in</a> <a href="https://bankingombudsman.rbi.org.in/">https://bankingombudsman.rbi.org.in/</a>
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	Ministry of Corporate Affairs(MCA)	<a href="http://www.mca.gov.in">http://www.mca.gov.in</a>
Insurance Companies /Brokers/ Agents/products and Service	Insurance Regulatory and Development Authority of India	<a href="http://www.irdaindia.org">http://www.irdaindia.org</a>

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

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

In order to enhance ease, speed and accuracy in the redressal of grievance, the complainant may lodge the complaint against the concerned entity on SCORES within a period of one year from the date of occurrence of the cause of action. If any complaint is filed on SCORES beyond the limitation period specified above, SEBI may reject such complaint.

#### 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 01.01.2024, 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 eligible shareholders. If the company fails to pay the declared dividend within 30 days i.e. by 31.01.2024 as the dividend was declared on 01.01.2024, the date of cause of complaint would be 31.01.2024 and a complaint can be lodged on SCORES within 1 year from 31.01.2024 i.e. on or before 30.01.2025.

#### 7. What mandatory information is required for lodging complaint on SCORES?

- i. For lodging a complaint on SCORES, the following Know Your Customer (KYC) information has to be mandatorily provided by complainants:
  - a. Name
  - b. Address
  - c. E-mail Address
  - d. PAN
  - e. Mobile Number
  - f. Date of Birth
- ii. If any of the above information is not provided by the complainant, the complainant shall not be able to lodge a complaint on SCORES.

#### 8. How can complainant become a registered user?

To become a registered user of SCORES, complainant can click on “Sign in/Sign up” appearing on the homepage of the SCORES portal. Click on Register at ‘Don’t have an account?’ on the pop-up page. The complainant can register on SCORES in two alternate ways.

- a. Fetching Registration Details from the KYC Registration Agency (KRA) database.  
(or)
- b. Filling the registration form.

**9. How can a complainant register on SCORES by using ‘Fetching Registration details from the KYC Registration Agency (KRA) database’?**

Complainant needs to enter the PAN number and Date of Birth. Upon clicking ‘Validate PAN’, the mobile number registered with KRA database will be displayed in the masked format. If the complainant consents to fetch the details from KRA, complainant needs to verify the registered mobile number through One Time Password (OTP) verification. Upon successful OTP verification, the mandatory KYC details required for registering on SCORES will be fetched from the KRA database. Subsequently, the complainant can set user id and password.

**10. What to do if the complainant does not have PAN?**

- a. In securities market, PAN is a mandatory requirement for transacting and is the sole identifier that is used by SEBI registered intermediaries. However, SEBI has exempted certain groups of investors from the mandatory requirement of PAN for opening/operating Beneficial Owner (BO) accounts with depository participants including for trading in cash market and for investments in mutual funds upto a limit of ₹50,000/- per annum.
- b. In such cases, KRAs issue PAN exempted KYC Registration Number (PEKRN) to the PAN exempted investors in order to align with the uniform KYC process in securities market and provide a unique identifier to such investors which includes the following:
  - a. where such transactions are undertaken on behalf of Central Government and/or State Government and by officials appointed by Courts e.g. Official liquidator, Court receiver, etc.;
  - b. UN entities/multilateral agencies exempt from paying tax/filing returns in India
  - c. Investor residing in the state of Sikkim;
  - d. SIP of Mutual Funds up to ₹ 50,000 per annum.
- c. Complainant can enter his/her PEKRN number instead of PAN while registering using the process detailed in point 9 above.

**11. How can a complainant register by filling the registration form?**

Complainant needs to enter the ‘PAN number’ and ‘Name as per PAN’. Upon clicking ‘Validate PAN’, the PAN is verified through Online PAN Verification facility of Protean eGov Technologies Ltd. Upon successful verification, complainant can enter the required KYC details. It is mandatory to get e-mail address and Mobile Number verified through OTP verification process. Subsequently, the complainant can set user id and password.

**12. What to do if complainant does not consent to fetch KYC details from KRA**

### **database?**

Complainant can fill the registration form as per the process detailed in point 11 above. The facility to fetch KYC details from KRA database is provided to ease the registration process on SCORES.

### **13. What to do if the mobile number is not updated with KRA database or/and complainant cannot verify the mobile number fetched through the KRA database?**

Complainant can go ahead with filling the registration form as per the process detailed in point 11 above.

### **14. How can Non Resident Indians (NRIs)/Overseas Citizen of India (OCI) register on SCORES?**

NRIs/OCI can register by using any of the two registering process i.e. by fetching the KYC details from KRA database or filling the registration form. However, in order to ease the registration process, it is not mandatory for NRIs/OCI to enter Indian Mobile Number and getting it verified while filling the registration form. The e-mail ID of the complainant however, shall be verified using OTP.

### **15. How can complainant sign in to lodge his/her complaint?**

- i. Complainant can sign in to their account using either of the following ways:
  - a. by entering User ID set by complainant while registering on SCORES;
  - b. by entering registered Mobile Number; or
  - c. by entering registered E-mail ID.
- ii. Complainant have to enter the OTP sent to the Mobile Number/ e-mail ID as well as password to access the 'Investor Dashboard'.

### **16. How can complainant lodge a complaint?**

Complainant can click on 'Lodge a complaint'. The complainant needs to choose the appropriate category/ sub-category of complaint and lodge the complaint against the concerned entity.

### **17. Can complainant choose multiple sub-categories for lodging complaint.**

There will be situations where there can be multiple nature of complaint against the concerned entity. In such cases, the complainant can choose up to 5 sub-categories against the same entity so that proper redressal on all the issues in complaint may be received from the concerned entity. This can be done simply by clicking on multiple sub-categories while lodging the complaint.

### **18. Why are certain characters not accepted while lodging a complaint?**

Certain characters are not accepted for security reasons. However, the characters which are permissible like (.,-&) are mentioned against each field while lodging the complaint. The system would not allow the complainant to enter the characters which are not acceptable.

### **19. Can complainant attach a document along with their complaint?**



Yes, if any supporting document is required to be attached along with the complaint, complainant can upload that document at the time of lodging the complaint. The acceptable file formats are jpg, jpeg, pdf, audio files, video files etc. Complainant can upload up to 10 files cumulatively up to a maximum size of 20 MB. In case complainant selects multiple sub-categories, the cumulative size of documents acceptable would also be 20 MB.

## **20. How are complaints handled on SCORES?**

### **i. Submission of the Complaint and handling of the Complaint by the Entity:**

- a. The Complaints lodged on SCORES against any Entity will be automatically forwarded to the concerned Entity through SCORES for resolution and submission of Action Taken Report ("ATR"). Entities shall resolve the Complaint and upload the ATR on SCORES within 21 calendar days of receipt of the Complaint. The ATR of the entity will be automatically routed to the complainant.
- b. The Complaint will also be simultaneously forwarded through SCORES to the relevant Designated Body. The Designated Body will have to ensure that the concerned Entity submits the ATR within the stipulated time of 21 calendar days.

### **ii. First review of the Complaint:**

- a. If the complainant is not satisfied with the ATR submitted by the entity, the complainant can request for a review of the resolution provided by the entity within 15 calendar days from the date of the ATR. The complaint will be kept pending for 15 calendar days' post submission of ATR awaiting review from the complainant, if any.
- b. In case the complainant has requested for a review of the resolution provided by the entity or the entity has not submitted the ATR within the stipulated time of 21 calendar days, the Designated Body will take up the first review with the concerned Entity, wherever required and submit the ATR to the complainant within 10 Calendar days.

### **iii. Second Review of the Complaint:**

- a. If the complainant is not satisfied with the resolution provided during first level review by the Designated Body, the complainant can request for a review of the resolution provided by the Designated Body within 15 calendar days from the date of the ATR. The complaint will be kept pending for 15 calendar days awaiting review from the complainant, if any.
- b. In case the complainant has requested for a review of the resolution provided by the Designated Body or the concerned Designated Body has not submitted the ATR within 10 calendar days, SEBI will take up the second review with the Designated Body or/and the concerned entity.

## **21. What happens if the entity fails to submit ATR to the complainant in 21 calendar days or the Designated Body fails to submit ATR to the complainant for first level review within 10 calendar days?**

The complaint will be treated as failure to redress the grievance within the stipulated time and will be automatically escalated to the next level review as detailed in FAQ 20.

## **22. How can complainant check the status of their complaint?**

Complainant can login to SCORES as per the process detailed in FAQ no. 15. The status of the complaint can be viewed in the Investor dashboard section. Further, the complainant can check the complete Action History of the complaint by clicking on the registration number. Kindly note that complainant will also receive e-mail and SMS notifications on the registered e-mail ID and registered Mobile Number, whenever Entity/ Designated Bodies/SEBI seeks clarification, submits ATR, etc.

## **23. Can complainants send reminder for their complaint?**

An automatic reminder system has been inbuilt in the system. The concerned entity will receive reminder on 10<sup>th</sup> and 15<sup>th</sup> day of receipt of complaint to expedite redressal of the complaint if ATR is not submitted. Similarly, the Designated Body will receive reminder on the 5<sup>th</sup> day of receipt of first level review to expedite redressal of the complaint.

## **24. How can complainant reply to a clarification sought from them?**

It is possible that the concerned Entity or/and Designated Body or/and SEBI Dealing Officer may require clarification from the complainant in order to proceed with the redressal of the complaint. Complainant can click on the complaint registration number and view the entire action history. Click on the 'Provide Clarification' button below to provide the clarification. Complainant shall provide the clarification within the stipulated time so as to ensure that all the timelines are adhered to strictly. Complainant will also receive e-mail and SMS notifications on the registered e-mail ID and registered Mobile Number, whenever Entity/ Designated Bodies/SEBI seeks clarification.

## **25. When are SCORES complaint disposed of?**

- i. A SCORES complaint will be disposed only under the below mentioned scenarios:
  - a. Complainant is satisfied with the resolution provided by the concerned Entity or the Designated Body (at first level review) and does not choose to review the complaint within the 15 calendar days from the date of receipt of ATR from the concerned Entity or the Designated Body in case of first level review.
  - b. SEBI Dealing Officer disposes the complaint post second level review on receipt of satisfactory ATR from concerned entity or/and Designated body or in cases where complainant raises issues, which require adjudication on any third party rights, on questions of law or fact or which is in the nature of a *lis* between parties.
  - c. Complainant opts to withdraw their complaint by opting for Online Dispute Resolution mechanism on smartodr.in.
- ii. Complainant will also receive e-mail, SMS notifications on the registered e-mail ID and registered Mobile Number upon disposal of the complaint on SCORES.

**26. What can complainants do if they are not satisfied with the disposal of their complaint?**

If complainants are not satisfied with the disposal of their complaints on SCORES, then they can approach Online Dispute Resolution mechanism, consumer courts or other appropriate civil remedies as they deem fit.

**27. Can complaints be lodged through Mobile App?**

Complainants can also lodge complaints through SCORES mobile app which is available on Android and iOS. The process of registration and lodging the complaint are same as done through SCORES website [www.scores.sebi.gov.in](http://www.scores.sebi.gov.in).

**28. Can complainants share feedback through SCORES website?**

On disposal of complaints, case disposal notification is sent to the complainant which also contains a link to provide feedback. Complainant can provide feedback by clicking on the same within 15 days of the receipt of closure notification. Feedback received can help us in improving the grievance redressal mechanism.

**29. Can SEBI SCORES handle disputes between complainant and entities?**

SEBI SCORES platform is a facilitator of redressal of complainant's grievance from SEBI regulated entities and does not adjudicate disputes between the complainant and the entity. In such cases, complainant may approach Online Dispute Resolution mechanism, consumer courts or other appropriate civil remedies.

**30. Can complainant take legal action on their own?**

Securities and other laws provide important legal rights and remedies if complainants have suffered wrong. Acting on their own, they can seek remedy through the courts, consumer courts, or Online Dispute Resolution mechanism under the aegis of Market Infrastructure Institutions [as per SEBI master circular SEBI/HO/OIAE/OIAE\_IAD-1/P/CIR/2023/145 dated July 31, 2023].

**31. Can complainant make numerous complaints in SCORES on a single matter?**

If complainants are not satisfied with the disposal of their complaint on SCORES, then they can approach Online Dispute Resolution mechanism, consumer courts or other appropriate civil remedies as deemed fit. However, if complainant keeps lodging the same/similar complaint again and again without any fresh facts, then SEBI may eventually classify the complainant as a chronic complainant.

**32. Who is a chronic complainant?**

A chronic complainant is a person/ entity who keeps repeatedly lodging the same/similar complaint despite the complaint being suitably handled, redressed/escalated thereby unnecessarily loading the system and wasting resources. For example, such complainants do not

- a. Do not provide new facts and keep complaining on the same/ similar issues;
- b. Substantiate their allegations with documentary proofs;
- c. Avail Online Dispute Resolution mechanism;
- d. Accept SEBI's lack of jurisdiction in contractual disputes, sub-judice matter etc.

### 33. What happens if a complainant is classified as a chronic complainant?

If a complainant is classified as a chronic complainant, then the e-mail ID of the chronic complainant will be blocked by SEBI. No e-mail shall be received from the blocked e-mail ID of the chronic complainant. Any e-mail, from the same chronic complainant but from a different e-mail ID, also shall not be processed and be blocked by SEBI. SCORES' credential of such chronic complainant including PAN and e-mail shall also be blocked by SEBI. The chronic complainant will not be able to login into SCORES, file any fresh complaint or check the status of previously filed complaint.

### 34. How can chronic complainant unblock his e-mail ID/ SCORES credentials?

The complainant who is categorized as chronic complainant can request for changing the chronic complainant status along with an undertaking to SEBI that the chronic complaint will not be taken up further. Accordingly, chronic complainant status would be reviewed and e-mail ID/ SCORES credentials may be unblocked.

### 35. When can complainants refer their case to Online Dispute Resolution i.e. Conciliation or/and Arbitration?

- a. Complainants can approach the Online Dispute Resolution mechanism (governed by SEBI Master Circular SEBI/HO/OIAE/OIAE\_IAD-1/P/CIR/2023/145 for Online Dispute Resolution dated July 31, 2023) or other appropriate civil remedies at any point of time. In case the complainant opts for Online Dispute Resolution mechanism or other appropriate civil remedies while the complaint is pending on SCORES, the complaint shall be treated as disposed on SCORES.
- b. Complainant can also visit their nearest Investor Service Centers (ISCs) of Stock Exchanges, in case he/she needs any assistance for availing the Online Dispute Resolution mechanism. The details of ISCs of NSE and BSE are available on their respective websites at [https://www.bseindia.com/static/about/contact\\_us.aspx?expandable=5](https://www.bseindia.com/static/about/contact_us.aspx?expandable=5) and <https://www.nseindia.com/contact/complainant-services-centre>. The same is also available on SEBI investor website at [https://investor.sebi.gov.in/iscs\\_contacts.html](https://investor.sebi.gov.in/iscs_contacts.html).

### 36. Can a complainant lodge a complaint on SCORES post the same matter has been concluded in the Online Dispute Resolution mechanism?

No. In case the complainant lodges such complaint on SCORES, the concerned Entity or Designated Body can submit ATR to the complainant stating that the subject matter of complaint is concluded in the Online Dispute Resolution mechanism. SEBI will also dispose of the complaint, in case second level review is sought by the complainant. The conclusion of matter in ODR also involves any stage of ODR including pre-conciliation, conciliation and arbitration.

### 37. Is there a telephone number where complainants can call to get help on matters related to SCORES?

The toll free helpline service numbers are 1800 266 7575 or 1800 22 7575. The toll free helpline service is available to investors from all over India and is in 8 languages viz. English, Hindi, Marathi, Gujarati, Tamil, Bengali, Telugu, Kannada. The toll free helpline service is available on all days from 9:00 a.m to 6:00 p.m (excluding declared holidays). The toll free helpline service will answer to queries on

- Lodging of complaints on SCORES

- Knowing the status of complaint
- Other matters related to complaints

### **38. How can complainants learn more on other issues related to securities market?**

Complainants 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](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/>

### **39. Can complainants lodge complaint on SCORES about market or price manipulation or violation of insider trading regulations in shares, accounting manipulation/frauds etc., by listed companies, price/volume manipulation, rumours/buy sell tips and other surveillance issues pertaining to commodity derivatives etc.?**

No. SCORES shall only be a facilitative platform for complainants to get redressal of their grievances from the concerned entity. Information given to SEBI regarding violation of any of the provisions of the securities laws are in nature of Market Intelligence. The information provided on such matters will be treated as confidential market intelligence and not as a complaint on SCORES. This information will be analysed and if found necessary, further action will be taken. The status of information cannot be disclosed as SEBI conducts the examinations confidentially in a holistic manner. SEBI will neither confirm nor deny the existence of any examinations as the same may be a price sensitive information. Any regulatory actions taken by SEBI are published on SEBI website at [www.sebi.gov.in](http://www.sebi.gov.in). Complainants can give their Market Intelligence input only on Market Intelligence portal ([mi.sebi.gov.in](http://mi.sebi.gov.in)).

## **SECTION: II (FAQ for Listed Companies, Registered Intermediaries, Market Infrastructure Institutions and companies intending to list securities)**

### **1. Is it necessary for all listed companies, SEBI registered intermediaries and market infrastructure institutions ('Entities') to take SCORES authentication?**

Yes

### **2. 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.

### **3. How to get SCORES Authentication?**

1. All companies intending to get their securities listed on the recognized stock exchanges shall obtain SCORES authentication through the online mechanism available at the SCORES website [www.scores.gov.in](http://www.scores.gov.in).
2. The companies shall be required to apply for the authentication through the online form available on the abovementioned SCORES website in accordance with the

instruction document provided on the website.

3. Companies shall attach a declaration, with the online form, on the letter head of the company signed by the Compliance Officer, as under:

4. Companies intending to list on Main Board: A declaration that the Draft Red Herring Prospectus has been submitted to SEBI.

5. Companies intending to list on SME/Debt Platform of stock exchange: A declaration that an application to list its securities has been submitted with the stock exchange/in-principal approval to list its securities has been obtained from the stock exchange.

6. The SCORES credentials shall be sent to the e-mail ID of the Compliance Officer or the Dealing Officer as provided in the online form.

7. The procedure for generation of SCORES user ID and password is fully automated for all SEBI registered intermediaries and MIs registered or recognised by SEBI after August 02, 2019. SCORES user ID and password details shall be sent through auto-generated e-mails, upon completion of process of online grant of registration by SEBI.

8. The SCORES user ID and password details shall be sent to the e-mail ID of the Contact Person or the Compliance Officer as provided in the online Registration Form (submitted through the SEBI Intermediaries Portal – <https://siportal.sebi.gov.in>).

#### **4. What details will the entities receive upon getting SCORES Authentication?**

Entities will receive user ID and password to login into SCORES on the e-mail ID registered with SEBI.

#### **5. Can the listed companies / SEBI registered intermediaries / market infrastructure institutions who have taken SCORES authentication, update their details in SCORES?**

Yes, the SCORES system enables the listed companies / SEBI registered intermediaries / market infrastructure institutions 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 entities 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](mailto:scores@sebi.gov.in) with a request to change the same.

#### **6. Where can the entities access the complaints lodged against them on SCORES?**

Entities can login to [www.scores.sebi.gov.in](http://www.scores.sebi.gov.in). The landing page of SCORES is same for the complainants, entities and the Designated Bodies.

- a. Click on Sign in/ Sign up. Entities should sign in by entering the user ID.
- b. The user ID will be verified through OTP verification of the registered e-mail ID of the entity.
- c. Enter the password.
- d. Entities can access their 'Entity Dashboard' in which all the complaints lodged against the entity can be accessed.

#### **7. What are the different buckets provided in the 'Entity Dashboard'?**

Label	Meaning
Pending Auto Assigned Complaints	The complaints lodged on SCORES are automatically assigned to the concerned Entities. All such complaints are available in this bucket. Entities are required to submit

	ATR to the complainant within 21 Calendar days.
Pending First level Review complaints	First Level review complaints forwarded by the Designated Bodies to resubmit the ATR. First level review complaints here include: <ul style="list-style-type: none"> <li>a. In case complainant is not satisfied with the ATR submitted by the entity and has sought review of the resolution provided by entity (or)</li> <li>b. Entity fails to submit the ATR within 21 calendar days.</li> </ul>
Pending SEBI Review complaints	Second Level review complaints forwarded by SEBI to resubmit the ATR. Second level review complaints here include: <ul style="list-style-type: none"> <li>a. In case complainant is not satisfied with the ATR submitted by the Designated Body for first level review and has sought review of the resolution provided by the designated body (or)</li> <li>b. Designated Body fails to submit the (ATR) within 10 calendar days for first level review.</li> </ul>
CPGRAMS complaints	Complaints received through Centralized Public Grievance Redress and Monitoring System (CPGRAMS) of Department of Administrative Reforms and Public Grievances. The ATR submitted in these complaints will be routed to SEBI.
CPGRAMS Appeals	Appeals against the closure of the complaints received through CPGRAMS by SEBI and forwarded by SEBI/ Designated Body for providing revised ATR.
Reports	Entities can generate their customized reports.
My Profile	Registration details of the Entity.

#### **8. What is the timeline within which entities are required to submit ATR to the complainant?**

Entities are mandated to submit the ATR to the complainant within 21 calendar days of receipt of complaint on SCORES. The timelines can be monitored from the dashboard. The dashboard also displays 'Days Remaining' for first level review.

#### **9. What to do if the complaint lodged does not pertain to the 'Entity'?**

The Entity can request the concerned Designated Body, if available to transfer the complaint to the appropriate entity. Alternatively, the Entity can provide ATR to the complainant advising the complainant to lodge the complainant against appropriate entity.

#### **10. Can Entity seek clarification from the complainant?**

It is possible that the Entity may require clarification from the complainant in order to proceed with redressal of the complaint. In such cases, entity can seek clarification from the complainant through SCORES by clicking on 'Seek Clarification' in the action history of the complaint. Kindly note that complainant will also receive e-mail, SMS notifications on the registered e-mail ID and registered mobile number, whenever Entity seeks clarification. Hence, entities are not required to send e-mail to the complainant separately.

**11. What will happen if Entity fails to submit the Action Taken Report to the complainant within 21 Calendar Days?**

The complaint will be treated as failure on part of the entity to redress the grievance within the stipulated time and will be automatically escalated to the first level review by the Designated Body or SEBI (in cases where there is no Designated Body).

**12. Will the complaint be shown as pending despite submitting the Action Taken Report to the complainant?**

The complaint will be kept pending for period of 15 calendar days. However, the status of the complaint will be shown as 'Awaiting Review'. The reports will show that the complaint is pending with the complainant 'Awaiting Review' and not pending with the Entity.

**13. Can Designated Body forward the complaint to Entity or/and seek clarification?**

Yes. In case the complainant has sought first level review, the Designated Body, wherever required, can forward the complaint to the Entity for providing revised ATR. Further, in case the revised ATR provided by Entity to the Designated Body is not satisfactory, the Designated Body can also seek clarification from the Entity.

**14. Can SEBI forward the complaint to Entity or/and Seek Clarification?**

In case the complainant has sought second level review, the SEBI Dealing Officer, wherever required, can forward the complaint to the Entity for providing revised ATR. Further, in case the revised ATR provided by Entity to the SEBI Dealing Officer is not satisfactory, the SEBI Dealing Officer can also seek clarification from the Entity.

**15. Can Entity seek clarification from the complainant at any of the review stage?**

Yes, entity can seek clarification from the complainant through SCORES by clicking on 'Seek Clarification' in the action history of the complaint.

**16. When are SCORES complaint disposed of?**

A SCORES complaint will be disposed only under the below mentioned scenarios:

- a. Complainant is satisfied with the resolution provided by the concerned Entity or the Designated Body (at first level review) and does not choose to review the complaint within the 15 calendar days' period from the date of receipt of ATR from the concerned Entity or the Designated Body in case of first level review.
- b. SEBI Dealing Officer disposes the complaint post second level review on receipt of satisfactory ATR from concerned entity or/and Designated body (or)
- c. where complainant raises issues which require adjudication on any third party rights, on questions of law or fact or which is in the nature of a *lis* between parties.
- d. Complainants opts for Online Dispute Resolution mechanism on smartodr.co.in or other appropriate civil remedies.

**17. What to do if the subject matter of complaint is pending on Online Dispute Resolution mechanism or concluded through Online Dispute Resolution mechanism?**

As per SEBI circular with ref. no. dated SEBI/HO/OIAE/IGRD/CIR/P/2023/156



September 20, 2023, in case the complainant opts for Online Dispute Resolution mechanism or other appropriate civil remedies while the complaint is pending on SCORES, the complaint shall be treated as disposed of on SCORES. Accordingly, Entities can submit ATR to the complainant indicating that the matter is pending on smartodr.co.in. Similar approach may be maintained for matters concluded through Online Dispute Resolution mechanism.

### **SECTION: III (FAQ for Designated Bodies)**

#### **1. Is it necessary for all Designated Bodies to take SCORES authentication?**

Yes

#### **2. How to get SCORES Authentication?**

The procedure for obtaining SCORES Authentication is detailed in SEBI circular with reference no. SEBI/HO/OIAE/IGRD/CIR/P/2023/156 dated September 20, 2023. Accordingly, designated bodies are required to submit the registration form provided in Schedule IV of the said circular.

#### **3. What details will the Designated Bodies receive upon getting SCORES Authentication?**

Designated Bodies will receive user ID and password to login into SCORES on the e-mail ID registered with SEBI.

#### **4. Can the Designated Body update their details in SCORES?**

Yes, the SCORES system enables the Designated Body to update on their own certain information such as address, name/details of the nodal officer. Such information should be updated by the Designated Body immediately when warranted. However, name and SCORES details (i.e. e-mail ID) cannot be updated by the Designated Bodies themselves. To update these fields, the entities may send an e-mail to [scores@sebi.gov.in](mailto:scores@sebi.gov.in) along with a revised Schedule-IV with a request to change the same. Therefore, Designated Bodies may provide generic e-mail ID for taking SCORES authentication.

#### **5. Where can the Designated Bodies access the complaints lodged against them on SCORES?**

Entities can login to [www.scores.sebi.gov.in](http://www.scores.sebi.gov.in). The landing page of SCORES is same for the complainants, entities and the Designated Bodies.

- a. Click on Sign in/ Sign up. Designated Bodies should sign in by entering the user ID.
- b. The user ID will be verified through OTP verification of the registered e-mail ID of the Designated Body.
- c. Enter the password.
- d. Designated Bodies can access their 'Designated Body Dashboard' in which all the complaints can be accessed.

#### **6. What are the different buckets provided in the 'Designated Body Dashboard'?**

<b>Label</b>	<b>Meaning</b>
Total Pending Complaints	All the complaints can be viewed in this dashboard.
Pending Complaints for Monitoring	Complaints that are auto assigned to the concerned entities. The role of Designated Body is to monitor timely submission of ATR by the concerned Entity.
Pending First Level Review complaints	First level review complaints include: <ul style="list-style-type: none"> <li>a. In case complainant is not satisfied with the ATR submitted by the entity and has sought review of the resolution provided by entity (or);</li> <li>b. Entity fails to submit the ATR within 21 calendar days.</li> </ul>
Pending SEBI Review Complaints	Second Level review complaints forwarded by SEBI to resubmit the ATR through SCORES. Second level review complaints here include: <ul style="list-style-type: none"> <li>a. In case complainant is not satisfied with the ATR submitted by the Designated Body for first level review and has sought review of the resolution provided by the designated body (or)</li> <li>b. Designated Body fails to submit the ATR within 10 calendar days for first level review.</li> </ul>
CPGRAMS complaints	Complaints received through Centralized Public Grievance Redress and Monitoring System (CPGRAMS) of Department of Administrative Reforms and Public Grievances.  The complaints are automatically routed to the concerned entity. Designated Bodies to ensure that the entities submit ATR within 21 calendar days. The ATR submitted by entity in these complaints will be routed to SEBI.  In case the entity fails to submit the ATR within 21 Calendar Days, the complaint will be auto-escalated to the Designated Bodies. The ATR submitted by Designated Body in these complaints will be routed to SEBI.
CPGRAMS appeals	Appeals against the closure of the complaints received through CPGRAMS by SEBI and forwarded by SEBI for providing revised ATR.
Reports	Designated Body can generate their customized reports.
My profile	Registration details of the Designated Body.

## 7. What is the role of Designated Body in monitoring the complaints?

Entities are mandated to submit the ATR to the complainant within 21 Calendar days for complaints auto-assigned to the entity. The timelines can be monitored from the dashboard. The dashboard also displays 'Days Remaining' for first level review. Designated Bodies need to ensure that the ATRs are submitted by the entities within 21 calendar days.

## 8. Can Designated Bodies send reminder to the Entities through SCORES?

An automatic reminder system is inbuilt in the system. The concerned entity will receive automatic reminder on 10<sup>th</sup> and 15<sup>th</sup> day of receipt of complaint to expedite redressal of the complaint.

**9. What to do if the complaint lodged does not pertain to the 'Entity'?**

The Designated Body can transfer the complaint to other entity on request of the concerned entity and/or if found, while monitoring the complaint, that the complaint pertains to other entity.

**10. Can Designated Body transfer the complaint to other Designated Body within the same category during the initial 21 Calendar Days?**

Yes. This provision is applicable in case multiple Designated Bodies are available for a particular category and can be exercised by clicking on 'Transfer to other Designated Body' below the Action History of the complaint. For Example: NSE can transfer the complaint to BSE in the capacity of Designated Body. The Entity against which the complaint was lodged will remain the same.

**11. Can Designated Body transfer the complaint to other Designated Body of other category during the initial 21 Calendar Days?**

Yes. This provision can be exercised by clicking on 'Transfer to Other Category' below the Action History of the complaint. The Entity against which the complaint was lodged will be changed in this case.

**12. Can Designated Body seek clarification from the complainant for first level review complaint?**

It is possible that the Designated Body may require clarification from the complainant in order to proceed with redressal of the first level review complaint. In such cases, Designated Body can seek clarification from the complainant through SCORES by clicking on 'Seek Clarification' in the action history of the complaint. Kindly note that complainant will also receive e-mail, SMS notifications on the registered e-mail ID and registered mobile number, whenever Designated Body seeks clarification.

**13. What is the timeline within which Designated Bodies require to submit ATR to the first level review complainant?**

Designated Bodies are mandated to submit the ATR to the complainant within 10 Calendar days. The timelines can be monitored from the dashboard. The dashboard also displays 'Days Remaining' for SEBI level review.

**14. What will happen if Designated Body fails to submit the ATR to the complainant within 10 Calendar Days for first level review?**

The complaint will be treated as failure on part of the Designated Body to redress the grievance within the stipulated time and will be automatically escalated to the Second level review by SEBI.

**15. Will the complaint be shown as pending despite submitting the ATR to the complainant?**

The complaint will be kept pending for period of 15 calendar days. However, the status of the complaint will be shown as 'Awaiting Review'. The reports will show that the

complaint is pending with the complainant 'Awaiting Review' and not pending with the Designated Body.

**16. Can Designated Body forward the complaint to Entity or/and seek clarification?**

In case the complainant has sought first level review, the Designated Body, wherever required, can forward the complaint to the Entity for providing revised ATR. Further, in case the revised ATR provided by Entity to the Designated Body is not satisfactory, the Designated Body can also seek clarification from the Entity.

**17. Can SEBI forward the complaint to Designated Body or/and Seek Clarification?**

In case the complainant has sought second level review, the SEBI Dealing Officer, wherever required, can forward the complaint to the Designated Body for providing revised ATR. Further, in case the revised ATR provided by Designated Body to the SEBI Dealing Officer is not satisfactory, the SEBI Dealing Officer can also seek clarification from the Designated Body.

**18. Can Designated Body seek clarification from the complainant at Second Level Review stage?**

Yes, Designated Body can seek clarification from the complainant through SCORES by clicking on 'Seek Clarification' in the action history of the complaint.

**19. When are SCORES complaint disposed of?**

A SCORES complaint will be disposed only under the below mentioned scenarios:

- a. Complainant is satisfied with the resolution provided by the concerned Entity or the Designated Body (at first level review).
- b. Complainant does not choose to review the complaint within the 15 calendar days' period from the date of receipt of ATR from the concerned Entity or the Designated Body in case of review.
- c. SEBI Dealing Officer disposes of the complaint post second level review on receipt of satisfactory ATR from concerned entity or/and Designated body (or) in cases where complainant raises issues, which require adjudication on any third party rights, on questions of law or fact or which is in the nature of a *lis* between parties.
- d. Complainant opts for Online Dispute Resolution mechanism on smartodr.co.in or other appropriate civil remedies.

**20. What to do if the subject matter of complaint is pending on Online Dispute Resolution mechanism or concluded through Online Dispute Resolution mechanism (ODR)?**

As per SEBI circular with ref. no. dated SEBI/HO/OIAE/IGRD/CIR/P/2023/156 September 20, 2023, in case the complainant opts for Online Dispute Resolution mechanism or other appropriate civil remedies while the complaint is pending on SCORES, the complaint shall be treated as disposed of on SCORES. Accordingly, Designated Bodies can submit ATR to the complainant indicating that the matter is pending on smartodr.co.in. Similar approach may be maintained for matters concluded through ODR mechanism.

**21. What is a Sub-User?**

Designated Bodies can create Sub-Users for administrative convenience in redressing

the complaints. Sub-users can be created by selecting- 'create sub user' and entering the details. Generic E-mail ID may be provided while creating sub-user as e-mail communications like OTP, reminders etc. can be sent to the sub-users.

**22. How can Designated Body set routing for the Sub-User?**

The Designated Body can set routing to the Sub-User created as per FAQ no. 21 by clicking on 'Sub User Routing'. The routing can be set based on State, Name of the Entity and Alphabetical Sequence.

**23. Can Designated Body disable a Sub-User from submitting the final ATR to the complainant directly?**

Yes. The sub-user can be disabled from submitting final ATR to complainant directly by clicking on 'No' while creating the sub-user.