

MASTER CIRCULAR

SEBI/HO/MIRSD/MIRSD-PoD/P/CIR/2025/94

June 27, 2025

To,

All Investment Advisers

Investment Adviser Administration and Supervisory Body (IAASB)

Dear Madam / Sir,

Subject: Master Circular for Investment Advisers

1. Securities and Exchange Board of India ("SEBI"/ "the Board"), from time to time, has been issuing various circulars/directions to Investment Advisers (IAs). In order to enable users to have access to the applicable circulars at one place, this Master Circular in respect of IAs is being issued.
2. SEBI Master Circular No. SEBI/HO/MIRSD-PoD-1/P/CIR/2024/50 dated May 21, 2024 for IAs was a compilation of relevant circulars issued by SEBI which were operational as on May 21, 2024. Subsequently, various guidelines/directions were issued to the IAs by way of circulars/advisory. The provisions of such circulars issued until June 11, 2025 have been incorporated in this Master Circular, which supersedes the Master Circular for IAs dated May 21, 2024. With the issuance of this Master Circular, the directions/ instructions contained in the circulars listed out in the Appendix to this Master Circular, to the extent they relate to the IAs, shall stand rescinded.
3. Notwithstanding such rescission,
 - a) Anything done or any action taken or purported to have been done or taken under the rescinded circulars, prior to such rescission, shall be deemed to have been done or taken under the corresponding provisions of this Master Circular;

- b) Any application made to the Board under the rescinded circulars, prior to such rescission, and pending before it shall be deemed to have been made under the corresponding provisions of this Master Circular;
 - c) The previous operation of the rescinded circulars or anything duly done or suffered thereunder, any right, privilege, obligation or liability acquired, accrued or incurred under the rescinded circulars, any penalty, incurred in respect of any violation committed against the rescinded circulars, or any investigation, legal proceeding or remedy in respect of any such right, privilege, obligation, liability, penalty as aforesaid, shall remain unaffected as if the rescinded circulars have never been rescinded.
4. This circular is issued in exercise of the powers conferred under Section 11(1) of the Securities and Exchange Board of India Act, 1992 to protect the interests of investors in securities and to promote the development of, and to regulate the securities market.
5. This circular is available on SEBI website at www.sebi.gov.in under the categories "Legal framework –Master Circulars" and "Info for –Investment Advisers".

Yours faithfully

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I. GUIDELINES FOR INVESTMENT ADVISERS

1. Guidelines for Investment Advisers¹

In accordance with the Securities and Exchange Board of India (Investment Advisers) Regulations, 2013 ('the IA Regulations'), IAs shall ensure compliance with the following guidelines:

(i) Client Level Segregation of Advisory and Distribution Activities

To ensure client level segregation at IA's group/family² level, as per Regulation 22(5) of the IA Regulations, following compliance and monitoring process shall be adopted:

- (a) Existing clients, who wish to take advisory services, will not be eligible for availing distribution services within the group/family of IA. Similarly, existing clients who wish to take distribution services will not be eligible for availing advisory services within the group/family of IA.
- (b) A new client will be eligible to avail either advisory or distribution services within the group/family of IA. However, the option to avail either advisory services or distribution services shall be made available to such client at the time of on boarding.
- (c) Client under these guidelines shall include individual client or non-individual client.
- (d) The client shall have discretion to continue holding assets prior to the applicability of this segregation under the existing advisory/distribution arrangement. However, the client shall not be forced to liquidate/switch such existing holdings.

¹ Reference: Circular SEBI/HO/IMD/DF1/CIR/P/2020/182 dated September 23, 2020 and SEBI/HO/MIRSD/ MIRSD-PoD-1/P/CIR/2025/003 dated January 08, 2025

² "Group" and "family of an individual investment adviser" shall be as per Regulation 22(3)(iii) and Regulation 2. (1) (gc) respectively of the IA Regulations

- (e) Permanent Account Number (PAN) of each client shall be the control record for identification and client level segregation.
- (f) In case of an individual client, “family of client”³ shall be reckoned as a single client and PAN of all members in “family of client” would jointly and severally be the control record. However, the same is not applicable for non-individual clients.
- (g) The dependent family members shall be those members whose assets on which investment advisory is sought/provided, originate from income of a single entity i.e. earning individual client in the family. The client shall provide an annual declaration or periodic updation as the case maybe in respect of such dependent family members.
- (h) IA shall, wherever available, advise direct plans (non-commission based) of products only.
- (i) The IAs shall maintain on record an annual certificate from an auditor confirming compliance with the client level segregation requirements as specified in Regulation 22 of the IA Regulations. Such annual certificate shall be obtained within 6 months of the end of the financial year and form part of compliance audit, in terms of Regulation 19(3) of the IA Regulations.”⁴
- (j) The IAs providing investment advisory services exclusively to institutional clients and accredited investors may not be subject to compliance with the requirements of segregation of investment advisory and distribution activities provided that the client/investor signs a standard waiver stating the above.

³ “Family of client” shall be as per Regulation 2(1) (gb) of the IA Regulations.

⁴ Reference: Circular No. SEBI/HO/MIRSD/MIRSD-PoD1/P/CIR/2024/147 dated October 25, 2024

(k) Stock broking activity is not considered as distribution activity for the purpose of regulation 22 of IA Regulations.

(ii) Agreement between IA and the client

(a) Regulation 19(1)(d) of the IA Regulations provides that IA shall enter into an investment advisory agreement with its clients. The said agreement shall mandatorily cover the terms and conditions provided in **Annexure A** and Most Important Terms and conditions (MITC), as standardized by Industry Standard Forum in consultation with IAASB and SEBI, provided in **Annexure B**⁵.

(b) MITC must include the following as terms and conditions::

“This agreement is for the investment advisory services provided by the IA and IA cannot execute/ carry out any trade (purchase/ sell transaction) on behalf of the client without his/her specific and positive consent on every trade. Thus, you are advised not to permit IA to execute any trade on your behalf without your explicit consent.”

(c) IA shall incorporate the MITC into the investment advisory agreement and shall disclose and take consent from clients on the agreement.⁶

(d) Consent of client to agreement between IA and client may be signed by the client in person or through any other legally acceptable mode including DigiLocker enabled Aadhaar based e-signature facility.

(e) IAs shall also provide guidance to their clients in the agreement on the optional ‘Centralised Fee Collection Mechanism for IA and RA’ (CeFCoM).

(f) IA can also include additional terms and conditions in the

⁵ Reference: Circular no. SEBI/HO/MIRSD/MIRSD-PoD/P/CIR/2025/19 dated February 17, 2025

⁶ For the existing clients as on February 17, 2025, the MITC shall be informed by the IAs to the clients via email or any other suitable mode of communication (which can be preserved) by June 30, 2025.

agreement without diluting the provisions of the IA Regulations and amendments thereto as well as circulars issued thereunder.

- (g) IA shall ensure that neither any investment advice is rendered nor any fee is charged until the client has signed the aforesaid agreement and provided copy of signed agreement to the client.

(iii) Fees

- (a) Regulation 15A of the IA Regulations provides that IAs shall be entitled to charge fees from a client in the manner as specified by SEBI. Accordingly, IAs can charge fees under two modes, namely, (i) Assets under Advice ('AUA') mode, which is subject to a limit of 2.5 per cent of AUA per annum per family of client across all services offered by IA, and (ii) Fixed fee mode, which is subject to a specified fee limit (earlier limit ₹ 1,25,000) per annum per family of client across all services offered by IA.
- (b) The maximum fee that may be charged by the IA under the fixed fee mode now stands revised and shall not exceed ₹ 1,51,000 per annum per family of client. The fee limit shall be revised and announced by IAASB once in three years based on the Cost Inflation Index (CII) after due consultation with SEBI.
- (c) In terms of the earlier provisions, IA could charge fees from a client under any one mode, i.e., Assets under Advice (AUA) mode or fixed fee mode on an annual basis. Change of mode, if any, could be effected only after twelve months of on-boarding/last change of mode.

In order to provide more flexibility in charging of fees, IAs have now been allowed to change the fee mode for a client at any time, without restriction on the minimum period between two fee mode changes. The maximum fee that can be charged by the IA shall, however, not exceed the higher of fee limit under the fixed fee mode or 2.5 per cent of AUA per annum per family of client.

- (d) The fee limits do not include statutory charges.
- (e) IA shall be required to demonstrate AUA with supporting documents like demat statements, unit statements etc. of the client.
- (f) Any portion of AUA held by the client under any pre-existing distribution arrangement with any entity shall be deducted from AUA for the purpose of charging fee by the IA.
- (g) In terms of revised scope of the 'investment advice' under Regulation 2(1)(l) of the IA Regulations, Investment advice related to securities under purview of SEBI shall only fall under the purview of IA Regulations. As provided under Regulation 2(1) (ac) of IA Regulations, for the purpose of charging fee under AUA mode, AUA shall mean the aggregate net asset value of securities under the purview of SEBI. Accordingly, it is clarified that the limits on fee chargeable to clients by IAs shall be applicable only in respect of investment advice related to securities under purview of SEBI.
- (h) If agreed by the client, IAs may charge fees in advance, however, such advance shall not exceed fees for a period of one year.⁷

In the event of pre-mature termination of the IA services in terms of agreement, the client shall be refunded the fees for unexpired period. However, IA may retain a maximum breakage fee of not greater than one-quarter fee.

- (i) The fee related provisions such as fee limit, modes of payment of fees, refund of fees, advance fee, breakage fees shall only be applicable in case of individual and Hindu Undivided Family (HUF) clients (provided these clients are not accredited investors) of IAs. These provisions shall not be applicable in case of non-individual clients and accredited investors. In case of non-

⁷ Reference: Circular No. SEBI/HO/MIRSD/ MIRSD-PoD/P/CIR/2025/48 dated April 02, 2025

individual clients and accredited investors, fee related terms and conditions shall be governed through bilaterally negotiated contractual terms.

Note:

The fee limit and mode of fees payable for the existing Individual/HUF clients as on January 8, 2025, shall remain unchanged till the expiry of the current agreement, or up to June 30, 2025, whichever is earlier.

(iv) Deposit requirement⁸

- (a) As per Regulation 8 of the IA Regulations, an investment adviser shall maintain a deposit of such sum, as specified by SEBI from time to time. The deposit requirements shall be based on the maximum number of clients of IA on any day of the previous financial year, as under:

No. of clients	Deposit
Up to 150 clients	₹ 1 lakh
151 to 300 clients	₹ 2 lakh
301 to 1,000 clients	₹ 5 lakhs
1,001 and above clients	₹ 10 lakhs

- (b) The deposit shall be maintained with a scheduled bank marked as lien in favor of Investment Adviser Administration and Supervisory body (IAASB), in the manner and form as may be specified by IAASB.
- (c) The deposit amount may be revised for any change in applicable amount of deposit, based on the maximum number of clients on any

⁸ Existing IAs, as on January 8, 2025, shall comply with the deposit requirement by September 30, 2025.

day in the previous financial year, latest by 30th April of the subsequent financial year.

(d) The deposit requirements shall be reviewed by SEBI from time to time.

(v) Qualification and certification requirement

(a) Vide SEBI (Investment Advisers) (Amendment) Regulations, 2020, enhanced qualification and experience requirement were introduced under Regulation 7 of the IA Regulations for individual investment adviser or a principal officer of a non-individual investment adviser and persons associated with investment advice. Existing Individual investment advisers or principal officer of a non-individual investment adviser and persons associated with investment advice as on September 30, 2020 were required to comply with the enhanced qualification and experience requirement within a period of five years i.e. up to September 30, 2025 (initial time period of three years was subsequently extended for another two years). Further, in terms of second proviso of regulation 7 (1), it was specified that existing individual IAs above fifty years of age (as on September 30, 2020) shall not be required to comply with the enhanced qualification and experience requirements.

(b) Subsequently, vide SEBI (Investment Advisers) (Second Amendment) Regulations, 2024, experience requirement has been removed and qualification requirement has been relaxed under Regulation 7 of the IA Regulations, effective from December 16, 2024. For Individual investment advisers or principal officer of a non-individual investment adviser and persons associated with investment advice as on September 30, 2020, who meet the revised qualification criteria as per current regulation shall not be required to comply with enhanced qualification and experience requirement as mandated vide SEBI (Investment Advisers) (Amendment) Regulations, 2020.

(vi) Registration as Non Individual Investment Advisor

- (a) As per Regulation 13(e) of the IA Regulations, an individual IA, whose number of clients exceed three hundred at any point of time or the fee collected during the financial year exceeds three crore rupees, whichever is earlier, is required to apply for in-principle registration as non-individual IA.
- (b) Such application for registration shall be made in FORM-A as per the IA Regulations, along with the requisite fee and same shall be assessed in accordance with the provisions of the IA Regulations and amendments thereto as well as circulars issued thereunder.
- (c) The “number of clients” shall mean number of client agreements in force at any point of time i.e. limit of 300 clients not to be exceeded on any day.
- (d) In order to ease the process of transition from individual IA to non-individual IA, an individual IA shall initially be required to apply for grant of in-principle registration as non-individual IA which shall be valid for a period of up to three months within which time, the IA is required to complete the transition process. On completion of transition within the time limit, the IA shall surrender his individual IA registration certificate and will be granted final registration as non-individual IA subject to compliance with all the requisite requirements of registration. During the transition period, individual IA shall continue to service existing clients.
- (e) In case the aforesaid IA does not get registration as a non-individual IA, such IA shall continue the advisory activities as an Individual IA while ensuring the applicable limits on the number of clients and fee collected.

(vii) Registration both as Investment Adviser and Research analyst

In terms of the proviso to Regulation 9 of the IA Regulations, an individual or partnership firm registered as a research analyst may be

granted certificate of registration as an investment adviser, subject to such terms and conditions as the SEBI may deem fit and appropriate. Accordingly, these terms and conditions are as under:

- (a) A research analyst, who is an Individual or partner-ship firm, registered under the SEBI (Research Analysts) Regulations, 2014 (RA Regulations), may be considered eligible for grant of certificate of registration as IA under the IA Regulations provided that it shall comply with the rules/regulations/reporting requirements under each of these regulations viz. IA Regulations and RA Regulations separately.
- (b) Such IA/RA shall provide an undertaking stating that it shall maintain arms-length relationship between its activity as IA and RA and shall ensure that its investment advisory services and research services are clearly segregated from each other.

(viii) Registration as part time Investment Adviser

- (a) In terms of Regulation 2(1)(qa) read with regulation 2(1)(pb) of IA Regulations, a part-time IA is an individual or partnership firm who is also engaged in any other business activity/employment which is unrelated to securities and does not involve handling/ managing of money/ funds of client/ person or providing advice/ recommendation to any client/person in respect of any products/ assets for investment purposes.
- (b) An applicant engaged in any activity or business or employment permitted by any financial sector regulator or an activity under the purview of statutory self-regulatory organisations such as Institute of Chartered Accountants of India ('ICAI'), Institute of Company Secretaries of India (ICSI), Institute of Cost Accountants of India (ICMAI) etc. shall be considered eligible for registration as part-time IA.

- (c) In terms of regulation 2(1)(m) read with regulation 7 of IA Regulations, Part-time IAs shall be required to have similar qualification and certification requirements as prescribed under IA regulations for full-time IAs.
- (d) Part-time IA shall provide an undertaking stating that it shall maintain arms-length relationship between its activity as IA and other activities and shall ensure that its investment advisory services are clearly segregated from all its other activities at all stages of client engagement.
- (e) Part-time IA shall provide disclaimer prominently (minimum 10 font size) and attracting the attention of the investor while providing their other service/raising invoice related to other business/service that the activity/invoice is related to services not under purview of SEBI and no complaint can be raised to SEBI for the services rendered therein.
- (f) The part-time IA shall disclose the nature of other activities to their clients and shall ensure that there is no conflict of interest between its IA activity and its other business activities or employment.
- (g) For the purpose of providing additional clarity as to whether a person shall or shall not be considered eligible for registration as part-time IA, reference may be made to the following explanations/illustrations regarding other business activities or employment that a person shall or shall not engage in.

Example/Illustration 1:

Who shall be considered eligible for registration as part-time IA?

A person shall be considered eligible for registration as part-time IA if it-

- (i) is a member of ICAI or ICSI or ICMAI providing their statutory services or an insurance agent having license from Insurance Regulatory and Development Authority of India ('IRDAI').
- (ii) is professional such as an architect, lawyer, doctor etc.

(iii) is employed as a professor or a teacher etc., or is engaged in education business or activity:

Provided that such person is not engaged in any of the two prohibited activities under Regulation 16A of Securities and Exchange Board of India (Intermediaries) Regulations, 2008 i.e. -

(a) providing advice or any recommendation, directly or indirectly, in respect of or related to a security or securities, without being registered with or otherwise permitted by the SEBI to provide such advice or recommendation; and

(b) making any claim, of returns or performance expressly or impliedly, in respect of or related to a security or securities, without being permitted by the SEBI to make such a claim.

Example/Illustration 2:

Who shall not be considered eligible for registration as part-time IA?

If a person is engaged in a business/activity of providing advice/recommendations on assets such as gold, real estate, cryptocurrency etc., it shall not be considered eligible for registration as part-time IA.

Example/Illustration 3:

Who is required to register as part-time IA?

If a CA for the purpose of tax planning/tax filing provides advice/recommendation on securities as an asset class to its client as an incidental advice to its primary activity, it is not required to get registered as a part-time IA. However, if a CA is providing security-specific advice to a specific client, even though as part of tax planning/tax filing, it is required to seek registration as part-time IA.

(ix) Designation as 'Principal Officer'

- (a) Regulation 2(1)(s) of IA Regulations provides that in case of non-individual investment adviser being a partnership firm, one of the partners shall be designated as its principal officer. It further provides that in case no partner of the partnership firm registered as an investment adviser has minimum qualification and certification requirements provided under the IA Regulations, it shall apply for registration as an investment adviser in the form of a limited liability partnership or a body corporate within such time as may be specified by the SEBI.
- (b) Accordingly, a partnership firm registered as an investment adviser, where no partner of the firm has the minimum qualification and certification requirements provided under the Regulations, shall apply for registration as an investment adviser in the form of a limited liability partnership or a body corporate latest by September 30, 2025.
- (x) Appointment of an independent professional as Compliance Officer
- (a) In terms of Regulation 20 of the IA Regulations, a non-individual investment adviser may appoint an independent professional who is a member of ICAI or ICSI or ICMAI or member of any other professional body as may be specified by the SEBI, provided such a professional holds a relevant certification from NISM, as may be specified by the SEBI. In such cases, the principal officer shall submit an undertaking to IAASB/SEBI to the effect that principal officer shall be responsible for monitoring the compliance in respect of the requirements of the Act, regulations, notifications, guidelines, instructions issued by SEBI/IAASB.
- (b) A non-individual IA may appoint such an independent professional as compliance officer who holds certifications from NISM by passing the following certification examinations-
- NISM-Series-X-A: Investment Adviser (Level 1) Certification Examination,

- NISM-Series-X-B: Investment Adviser (Level 2) Certification Examination,
- NISM-Series-X-C: Investment Adviser Certification (Renewal) Examination, and
- NISM-Series-III A: Securities Intermediaries Compliance (Non-Fund) Certification Examination

(xi) Clarity in activities that can be undertaken by IAs - scope of investment advice

- (a) In terms of scope of the 'investment advice' under Regulation 2(1)(I) of the IA Regulations, Investment advice related to securities under purview of SEBI shall only fall under the purview of IA Regulations.
- (b) It is however noted that IAs may also provide financial planning services to their clients and comprehensive financial planning may include the investment advice related to products or services not under the purview of SEBI. In this regard, the following is specified for IAs providing investment advice related to products or services not under the purview of SEBI to their clients-

For the products and services not under the purview of SEBI, IA shall make disclosure to the client and take appropriate declaration and undertaking from the client that that such products/services and the services of IA in respect of such products/services do not come under regulatory purview of SEBI and that no recourse is available to them with SEBI for their grievances related to such products/services or services of IA in respect of such products/services. IAs shall make the aforesaid disclosure and obtain appropriate declaration and undertaking while on-boarding new client.⁹

⁹ For existing clients as on January 8, 2025, IAs shall ensure compliance with these requirements latest by July 31, 2025.

(xii) Use of Artificial Intelligence ('AI') tools in IA services

- (a) In terms of Regulation 15(14) of the IA Regulations, an investment adviser who uses Artificial Intelligence tools, irrespective of the scale and scenario of adoption of such tools, for servicing its clients shall be solely responsible for the security, confidentiality, integrity of the client data, use of any other information or data to arrive at investment advice, investment advice based on output of Artificial Intelligence tools and compliance with any law for the time being in force. Further, in terms of Regulation 18(9) of the IA Regulations, an investment adviser shall disclose to the client the extent of use of Artificial Intelligence tools in providing investment advice.
- (b) Investment Adviser shall provide the disclosure of the extent of use of Artificial Intelligence tools by them in providing investment advice to their clients at the time of entering into the agreement and make such additional disclosure whenever required.

(xiii) Maintenance of record

A. Regulation 19(1) of the IA Regulations provides that IA shall maintain records with respect to his activities as an IA. In this regard, it is clarified that:

- a) IA shall maintain records of interactions, with all clients including prospective clients (prior to onboarding), where any conversation related to advice has taken place inter alia, in the form of:
 - i. Physical record written & signed by client,
 - ii. Telephone recording,
 - iii. Email from registered email id,
 - iv. Record of SMS messages,
 - v. Any other legally verifiable record.
- b) Such records shall begin with first interaction with the client and shall continue till the completion of advisory services to the client.

B. Regulation 22A of the IA Regulations provides that IAs may provide implementation services to the advisory clients in securities market. In this regard, IAs providing implementation/execution services shall maintain call recording of every consent for implementation/execution obtained from the client if advice/execution is given through telephone call. All such communications shall have time stamped to maintain clear audit trail.¹⁰

C. IAs shall be required to maintain these records for a period of five years. However, in case where dispute has been raised, such records shall be kept till resolution of the dispute or if SEBI desires that specific records be preserved, then such records shall be kept till further intimation from SEBI

(xiv) Audit

- (a) As per regulation 19(3) of the IA Regulations, IA shall conduct annual audit in respect of compliance with SEBI (Investment Advisers) Regulations, 2013 and circulars issued thereunder.
- (b) Annual compliance audit report shall specify each of the provisions of the IA Regulations and the circulars and guidelines issued thereunder upon which compliance is reported.
- (c) An IA shall -
 - (i) complete the annual compliance audit within six months from the end of each financial year and submit a compliance audit report to IAASB/SEBI within a period of one month from the date of the audit report.
 - (ii) submit adverse findings of audit, if any, along with action taken thereof duly approved by the individual IA or management of

¹⁰ IAs shall ensure compliance with requirements under this clause latest by June 30, 2025

non-individual IA to IAASB/SEBI within a period of one month from the date of the audit report but not later than October 31st of each year for the previous financial year; and

- (iii) maintain on record an annual certificate from a member of ICAI/ ICSI/ ICMAI or from an auditor confirming compliance with client level segregation requirements. Such annual certificate shall be obtained within six months of the end of the financial year and form part of compliance audit, in terms of Regulation 19(3) of the IA Regulations.
- (d) IA shall publish the status of the compliance audit report on its website and shall also publish the adverse findings of audit, if any, along with the action taken thereof on their website. IA shall provide the compliance audit report to its clients.
- (e) IAs shall ensure compliance with the additional audit requirements under this clause starting with audit report for financial year ending March 31, 2025.
- (xv) Risk profiling and suitability for non-individual clients
 - (a) Regulations 16 and 17 of the IA Regulations mandate risk profiling and suitability for all categories of clients.
 - (b) In order to further enhance the risk profiling and encompass suitable factors in case of non-individual clients, IA shall use the investment policy as approved by board/management team of such non-individual clients for risk profiling and suitability analysis.
 - (c) The discretion to share the investment policy/relevant excerpts of the policy shall lie with the non-individual client. However, IA shall have discretion not to onboard non-individual clients if they are unable to do risk profiling of the non-individual client in the absence of investment policy.

(xvi) Requirement of website ¹¹

In terms of Regulation 19A of IA Regulations, an investment adviser shall maintain a functional website, which shall contain the details as may be specified by SEBI.

(xvii) Display of details on website and in other communication channels

In order to protect the interest of investors and bring more transparency in the functioning of the IAs, the IAs shall display the following information prominently on its website, mobile app, printed or electronic materials, know your client forms, client agreements and other correspondences with the clients:

- Complete name of Investment Adviser as registered with SEBI,
- Type of Registration-Individual, Non-Individual
- Registration number, validity of registration,
- Complete address with telephone numbers,
- Contact details of the Principal Officer –contact no, email id etc.,
- Corresponding SEBI regional/local office address.

¹¹ Existing IAs, as on January 8, 2025, shall confirm the details of its website to IAASB latest by June 30, 2025.

II. MEASURES TO STRENGTHEN THE CONDUCT OF INVESTMENT ADVISERS

2. Measures to strengthen the conduct of Investment Advisers¹²

2.1 Restriction on free trial

As per the IA Regulations, investment advice can be given after completing risk profiling of the client and ensuring suitability of the product. It has come to the notice that IAs are providing advice on free trial basis without considering risk profile of the client. Hence the IAs shall not provide free trial for any products/services to prospective clients. Further, IAs shall not accept part payments (where some part of the fee is paid in advance) for any product/service.

2.2 Proper risk profiling and consent of client on risk profiling

Risk profiling of the client is essential to provide advice on suitable product based on various criteria like income, age, securities market experience etc. Registered IAs shall provide investment advice only after completing the following steps: a. Complete the risk profile of the client based on information provided by the client. b. Obtain consent of the client on completed risk profile either through registered email or physical document.

2.3 Receiving fees through banking channel only

It is observed that the IAs are receiving advisory fee in the form of cash deposit in their bank accounts or through payment gateways which does not provide proper audit trail of fees received from the clients. To bring transparency in dealing with the clients, IAs shall accept fees strictly by account payee crossed cheques / demand draft or by way of direct credit into their bank account through NEFT/ RTGS/IMPS/UPI. It is clarified that, IAs shall not accept cash deposits.

¹² Reference: Circular No. SEBI/HO/IMD/DF1/CIR/P/2019/169 dated December 27, 2019

2.4 Display of complaints status on website

In order to bring more transparency and enable the investors to take informed decision regarding availing of advisory services, IAs shall display the following information on the homepage (without scrolling) of their website/mobile app. The information should be displayed properly using font size of 12 or above and made available on monthly basis (within 7 days of end of the previous month) in a format as per **Annexure C**¹³:

¹³ Reference: Circular No. SEBI/HO/MIRSD/MIRSD-PoD/P/CIR/2025/80 dated June 02, 2025

III. ADMINISTRATION AND SUPERVISION OF INVESTMENT ADVISERS

3. Framework for administration and supervision of Research Analysts and Investment Advisers¹⁴

Background

3.1. In terms of Regulation 38A of the 'SECC Regulations'¹⁵ notified on April 26, 2024, a recognised Stock Exchange may undertake the activities of administration and supervision over specified intermediaries on such terms and conditions and to such an extent as may be specified. Accordingly, Stock Exchange shall now be recognised as RAASB¹⁶ and IAASB¹⁷ under Regulation 14 of the 'RA Regulations'¹⁸ and the IA Regulations for administration and supervision of Research Analysts ('RAs') and Investment Advisers ('IAs') respectively. The detailed framework for RAASB and IAASB is specified in **Annexure D**.

3.2. As per clause (xi) of Regulation 6 of RA Regulations and clause (n) of Regulation 6 of IA Regulations, an applicant seeking registration as RA and IA is required to be enlisted with RAASB and IAASB respectively. The provisions governing enlistment including enlistment of existing RAs/IAs and of applicants whose registration applications are under process as on the effective date of this circular are specified in the enclosed framework at **Annexure D**.

Repeal and Savings with respect to the erstwhile IAASB framework

3.3. From the effective date of the provisions of clause 3, the erstwhile framework for administration and supervision of IAs as specified through SEBI circular number SEBI/HO/IMD/IMD-I/DOF1/P/CIR/2021/579 dated June 18, 2021

¹⁴ Reference: Circular No. SEBI/HO/MIRSD/MIRSD-SEC-3/P/CIR/2024/34 dated May 2, 2024

¹⁵ SECC Regulations- Securities Contracts (Regulation) (Stock Exchanges and Clearing Corporations) Regulations, 2018

¹⁶ RAASB- Research Analyst Administration and Supervisory Body

¹⁷ IAASB- Investment Adviser Administration and Supervisory Body

¹⁸ RA Regulations- SEBI (Research Analysts) Regulations, 2014

stands rescinded.

- 3.4. In terms of regulation 30A of IA Regulations, notwithstanding the aforesaid rescission, any action taken or purported to have been taken or any action that may be taken against any person in relation to the membership of IAASB recognised under regulation 14 of IA Regulations, as applicable in the rescinded framework of IAASB, shall be deemed to have been done or taken or may be taken under the corresponding provisions of the amended IA Regulations.

Operationalization of RAASB and IAASB framework

- 3.5. Based on fulfillment of the criteria specified in **Annexure D**, a stock exchange shall be granted recognition as RAASB and IAASB. To begin with, in order to ensure efficiency in the system and economies of scale, RAASB and IAASB shall be one and the same stock exchange.

4. Recognition of BSE Limited as Research Analyst Administration and Supervisory Body (RAASB) and Investment Adviser Administration and Supervisory Body (IAASB)¹⁹

- 4.1. In pursuance of SEBI circular no. SEBI/HO/MIRSD/MIRSD-SEC-3/P/CIR/2024/34, dated May 2, 2024, BSE Limited, has been granted recognition under Regulation 14 of the 'RA Regulations' and 'IA Regulations' for administration and supervision of Research Analysts ('RAs') and Investment Advisers ('IAs') respectively as RAASB and IAASB for a period of five years starting from July 25, 2024.

Formulation of bye-laws, SOPs, FAQs etc. by RAASB/IAASB

- 4.2. BSE shall formulate bye-laws with respect to its activities as RAASB and IAASB and shall issue circulars, Standard Operating Procedures (SOPs), Frequently Asked Questions (FAQs), etc. to provide guidance and ensure smooth adoption of the RAASB and IAASB framework by RAs and IAs.

¹⁹ Reference: Circular No. SEBI/HO/MIRSD/MIRSD-POD-1/P/CIR/2024/101 dated July 12, 2024

Administrative fees payable to RAASB/IAASB

- 4.3. Applicants seeking registration/renewal as RA/IA shall be liable to pay administrative fees, as specified by RAASB/IAASB.
- 4.4. The other terms and conditions as specified in the SEBI circular SEBI/HO/MIRSD/MIRSD-SEC-3/P/CIR/2024/34 dated May 2, 2024 shall continue to apply.

IV. TECHNOLOGY RELATED

5. Advisory for Financial Sector Organizations regarding Software as a Service (SaaS) based solutions²⁰

- 5.1. Ministry of Electronics & Information Technology, Govt. of India (MoE&IT), has informed SEBI that the financial sector institutions are availing or thinking of availing Software as a Service (SaaS) based solution for managing their Governance, Risk & Compliance (GRC) functions so as to improve their cyber Security Posture. As observed by MoE&IT, though SaaS may provide ease of doing business and quick turnaround, but it may bring significant risk to health of financial sector as many a time risk and compliance data of the institution moves beyond the legal and jurisdictional boundary of India due to nature of shared cloud SaaS, thereby posing risk to the data safety and security.
- 5.2. In this regard, Indian Computer Emergency Response Team (CERT-in) has issued an advisory for Financial Sector organizations. The advisory has been forwarded to SEBI for bringing the same to the notice of financial sector organization. The advisory can be viewed at **Annexure E**.
- 5.3. It is advised to ensure complete protection and seamless control over the critical systems at your organizations by continuous monitoring through direct control and supervision protocol mechanisms while keeping the critical data within the legal boundary of India.
- 5.4. The compliance of the advisory shall be reported half yearly by IAs to SEBI with an undertaking, "Compliance of the SEBI circular for Advisory for Financial Sector Organizations regarding Software as a Service (SaaS) based solutions has been made."

²⁰ Reference: Circular No. SEBI/HO/MIRSD2/DOR/CIR/P/2020/221 dated November 03, 2020.

V. INVESTOR COMPLAINTS

6. Redressal of investor grievances through SEBI Complaints Redress system (SCORES) Platform and Online Dispute Resolution (ODR) Platform ²¹

- 6.1. SEBI has been taking various measures to create awareness among investors about grievance mechanisms available to them through workshops as well as through print and electronic media.
- 6.2. As an additional measure and for information of all investors who deal/ invest/ transact in the market, the IAs shall prominently display in their offices the following information about the grievance redressal mechanism available to investors:

Dear Investor,

In case of any grievance / complaint against the investment adviser:

- Please contact Compliance Officer of the investment adviser (Name and Address) / email-id (xxx.@email.com) and Phone No. - 91- XXXXXXXXXX.
- You may also approach CEO / Partner / Proprietor (Name) / email- id (xxx.@email.com) and Phone No. - 91-XXXXXXX.
- If not satisfied with the response of the investment adviser you can lodge your grievances with SEBI at <http://scores.gov.in> or you may also write to any of the offices of SEBI. For any queries, feedback or assistance, please contact SEBI Office on Toll Free Helpline at 1800 22 7575 / 1800 266 7575.

- 6.3. IAs are also advised to refer to the following circulars on the redressal of investor grievances through the SEBI Complaints Redressal System (SCORES) platform and Online Dispute Resolution (ODR) Platform.

²¹ Reference: Circular No.CIR/MIRSD/3/2014 dated August 28, 2014, SEBI/HO/OIAE/IGRD/CIR/P/2023/156 dated September 20, 2023 and SEBI/HO/OIAE/OIAE_IAD-3/P/CIR/2023/195 dated July 31, 2023 (updated as on December 28, 2023)

- i. Circular No. SEBI/HO/OIAE/IGRD/CIR/P/2023/156 dated September 20, 2023 issued by SEBI on the 'Redressal of investor grievances through the SEBI Complaint Redressal(SCORES) Platform and linking it to Online Dispute Resolution platform' at the following link:

https://www.sebi.gov.in/legal/circulars/sep-2023/redressal-of-investor-grievances-through-the-sebi-complaint-redressal-scores-platform-and-linking-it-to-online-dispute-resolution-platform_77159.html

- ii. Master Circular No. SEBI/HO/OIAE/OIAE_IAD-3/P/CIR/2023/195 dated July 31, 2023 issued by SEBI on 'Online Resolution of Disputes in the Indian Securities Market' at the following link (updated as on December 28, 2023):

https://www.sebi.gov.in/legal/master-circulars/dec-2023/master-circular-for-online-resolution-of-disputes-in-the-indian-securities-market_80236.html

7. Investor Charter for Investment Advisers²²

- 7.1 SEBI, vide Circular no. SEBI/HO/IMD/IMD-II CIS/P/CIR/2021/0686 dated December 13, 2021, inter alia, issued Investor charter for Investment Advisers.
- 7.2 In a move to enhance financial consumer protection alongside enhanced financial inclusion and financial literacy and in view of the recent developments in the securities market including introduction of Online Dispute Resolution (ODR) platform and SCORES 2.0, it has been decided to modify the investor charter for Investment Advisers.
- 7.3 In view of the above and based on consultation with Industry Standards Forum (ISF) for Investment Advisers, updated investor charter for Investment Advisers is placed at **Annexure F**. All IAs are required to bring the investor charter to the notice of their clients.

²² Reference: Circular No. SEBI/HO/MIRSD/MIRSD-PoD/P/CIR/2025/80 dated June 2, 2025

- 7.4 In this regard, BSE Limited (presently recognized as IAASB) has been directed to advise Investment Advisers to bring the Investor Charter to the notice of their clients (existing as well as new clients) through disclosing the Investor Charter on their respective websites and mobile applications (if any), making them available at prominent places in the office, provide a copy of Investor Charter as a part of client on-boarding process, through e-mails/ letters etc.
- 7.5 Additionally, in order to ensure transparency in the Investor Grievance Redressal Mechanism, all the Investment Advisers shall continue to disclose on their respective websites and mobile applications (if any), the data on complaints received against them or against issues dealt by them and redressal thereof, latest by 7th of succeeding month, as per the format enclosed at **Annexure C** to this circular.

VI. MISCELLANEOUS

8. Procedure for seeking prior approval for change in control²³

- 8.1. Regulation 15(11) of the IA Regulations, IA shall obtain prior approval of SEBI in case of change in control.
- 8.2. To streamline the process of providing approval to the proposed change in control of IA (hereinafter referred as IA or applicant), it has been decided as under:
 - i. IA shall make an online application to IAASB/SEBI for prior approval.
 - ii. The online application shall be accompanied by the following information/ declaration/ undertaking about itself, the acquirer(s)/ the person(s) who shall have the control and the directors/ partners of the acquirer(s)/ the person(s) who shall have the control:
 - a. Current and proposed shareholding pattern of the applicant
 - b. Whether any application was made in the past to SEBI seeking registration in any capacity but was not granted? If yes, details thereof.
 - c. Whether any action has been initiated/ taken under Securities Contracts (Regulation) Act, 1956 (SCRA)/ Securities and Exchange Board of India Act, 1992 (SEBI Act) or rules and regulations made thereunder? If yes, the status thereof along with the corrective action taken to avoid such violations in the future. The acquirer/ the person who shall have the control shall also confirm that it shall honour all past liabilities/ obligations of the applicant, if any.
 - d. Whether any investor complaint is pending? If yes, steps taken and confirmation that the acquirer/ the person who shall have the control shall resolve the same.

²³ Reference: Circular No. SEBI/HO/MIRSD/ MIRSD-PoD-2/P/CIR/2022/163 dated November 28, 2022

- e. Details of litigation(s), if any.
 - f. Confirmation that all the fees due to SEBI/IAASB have been paid.
 - g. Declaration cum undertaking of the applicant and the acquirer/ the person who shall have the control (in the format specified at **Annexure G**), duly stamped and signed by their authorized signatories that:
 - i. there will not be any change in the Board of Directors of incumbent, till the time prior approval is granted;
 - ii. pursuant to grant of prior approval by SEBI, the incumbent shall inform all the existing investors/ clients about the proposed change prior to effecting the same, in order to enable them to take informed decision regarding their continuance or otherwise with the new management; and
 - iii. the 'fit and proper person' criteria as specified in Schedule II of Securities and Exchange Board of India (Intermediaries) Regulations, 2008 are complied with.
 - h. In case the incumbent is a registered stock broker, clearing member, depository participant, in addition to the above, it shall obtain approval /NOC from all the stock exchanges/clearing corporations/depositories, where the incumbent is a member/depository participant and submit self-attested copy of the same to SEBI.
 - iii. The prior approval granted by SEBI shall be valid for a period of six months from the date of such approval within which the applicant shall file application for fresh registration pursuant to change in control.
- 8.3. To streamline the process of providing approval to the proposed change in control of an IA in matters which involve scheme(s) of arrangement which needs sanction of the National Company Law Tribunal ("NCLT") in terms of the provisions of the Companies Act, 2013, the following has been decided:

- i. The application seeking approval for the proposed change in control of the IA shall be filed with SEBI prior to filing the application with NCLT.
- ii. Upon being satisfied with compliance of the applicable regulatory requirements, an in-principle approval will be granted by SEBI;
- iii. The validity of such in-principle approval shall be three months from the date issuance, within which the relevant application shall be made to NCLT.
- iv. Within 15 days from the date of order of NCLT, the IA shall submit an online application in terms of clause 8.2 along with the following documents to SEBI for final approval:
 - a. Copy of the NCLT Order approving the scheme;
 - b. Copy of the approved scheme;
 - c. Statement explaining modifications, if any, in the approved scheme vis-à-vis the draft scheme and the reasons for the same; and
 - d. Details of compliance with the conditions/ observations, if any, mentioned in the in-principle approval provided by SEBI.

9. Prior approval for change in control: Transfer of shareholdings among immediate relatives and transmission of shareholdings and their effect on change in control²⁴

In line with clarification provided for certain intermediaries vide circular no. SEBI/HO/MIRSD/DOR/CIR/P/2021/42, the following is clarified with respect to transfer of shareholding among immediate relatives and transmission of shareholding in respect of investment advisers (IAs), research analysts (RAs) and KYC (Know Your Client) registration agencies (KRAs):

9.1 Transfer /transmission of shareholding in case of unlisted body corporate intermediary:

²⁴ Reference: Circular Nos. SEBI/HO/MIRSD/ MIRSD-PoD-1/P/CIR/2024/164 dated December 27, 2024
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In following scenarios, change in shareholding of the intermediary will not be construed as change in control:

- a) Transfer of shareholding among immediate relatives shall not result into change in control. Immediate relative shall be construed as defined under Regulation 2(1)(l) of SEBI (Substantial Acquisition of Shares and Takeovers) Regulations, 2011 which inter-alia includes any spouse of that person, or any parent, brother, sister or child of the person or of the spouse;
- b) Transfer of shareholding by way of transmission to immediate relative or not, shall not result into change in control.

9.2 Transfer /transmission of shareholding in case of a proprietary firm type intermediary:

In case of an intermediary being a proprietary concern, the transfer or bequeathing of the business/capital by way of transmission to another person is a change in the legal formation or ownership and hence by the definition of change in control, such transmission or transfer shall be considered as change in control. The legal heir / transferee in such cases is required to obtain prior approval and thereafter fresh registration shall be obtained in the name of legal heir/transferee.

9.3 Transfer /transmission of ownership interest in case of partnership firm type intermediary:

Change in partners and their ownership interest of the partnership firm type intermediary shall be dealt in following manner:

- a) Transfer of ownership interest in case of partnership firm: In case a SEBI registered entity is registered as a partnership firm with more than two partners, then inter-se transfer amongst the partners shall not be construed to be change in control. Where the partnership firm consists of two partners only, the same would stand as dissolved upon the death of one of the partners. However, if a new partner is inducted in the firm, then the same would be

considered as a change in control, requiring fresh registration and prior approval of SEBI.

- b) Transmission of ownership interest in case of partnership firm:
Where the partnership deed contains a clause that in case of death of a partner, the legal heir(s) of deceased partner be admitted, then the legal heir(s) may become the partner (s) of the partnership firm. In such scenario the partnership firm is reconstituted. Bequeathing of partnership right to legal heir(s) by way of transmission shall not be considered as change in control.

9.4 Incoming entities/ shareholders becoming part of controlling interest in the intermediary pursuant to transfer of shares from immediate relative / transmission of shares (immediate relative or not), need to satisfy the fit and proper person criteria stipulated in Schedule II of SEBI (Intermediaries) Regulations, 2008.

9.5 IAASB and RAASB shall-

- a) bring the provisions of this circular to the notice of the IAs and RAs respectively and also disseminate the same on its website;
- b) make necessary amendments to the relevant Bye-laws, Guidelines, Standard Operating Procedures, Rules and Regulations for the implementation of the above decision

10. Advertisement code and usage of brand name/trade name²⁵

10.1. Investment Advisers shall ensure compliance with the advertisement code as prescribed below:

- a. **Forms of communication:**

²⁵ Reference: Circular Nos. SEBI/HO/MIRSD/ MIRSD-PoD-2/P/CIR/2023/51 dated April 05, 2023 and SEBI/HO/MIRSD/ MIRSD-PoD-2/P/CIR/2023/52 dated April 06, 2023

- i. Advertisement shall include all forms of communications, issued by or on behalf of IA, that may influence investment decisions of any investor or prospective investor.
- ii. The forms of communications, to which the advertisement code shall be applicable, shall include pamphlets, circulars, brochures, notices, research reports or any other literature, document, information or material published, or designed for use in any publication or displays (such as newspaper, magazine, sign boards/hoardings at any location), in any electronic, wired or wireless communication (such as electronic mail, text messaging, messaging platforms, social media platforms, radio, telephone, or in any other form over the internet) or over any other audio-visual form of communication (such as television, tape recording, video tape recordings, motion pictures) or in any other manner whatsoever.

b. Information/disclosures in the advertisement:

The information/disclosures that the advertisement shall contain, include the following-

- i. Name of the IA as registered with SEBI, registered office address, SEBI Registration No., logo/brand name/trade name of IA, and CIN of the IA, if applicable.
- ii. Information which is accurate, true and complete in unambiguous and concise language.
- iii. Standard warning in legible fonts (minimum 10 font size) which states “Investment in securities market are subject to market risks. Read all the related documents carefully before investing”. No addition or deletion of words shall be made to/from the standard warning.
- iv. In audio-visual media based advertisements, the standard warning in visual media based advertisement and accompanying voice over reiteration shall be audible in a clear and understandable manner.

For example, in standard warning both the visual and the voice over reiteration containing 20 words running for at least 10 seconds may be considered as clear and understandable.

- v. Whenever the advertisement is being issued in a language other than English, it will be ensured that the standard warning is accurately translated in the language of the advertisement.
- vi. In case the mode of advertisement is SMS/Message/Pop-up, social media etc. and the details such as full name, logo/brand name, full registered office address, SEBI registration number, membership number of a SEBI recognized supervisory body and standard disclaimer are not mentioned, then official website hyperlink should be provided in such SMS/Message/Pop-up, etc. and the website must contain all such details.
- vii. In case any specific security/ securities are displayed in the advertisement as examples, disclaimer that "The securities quoted are for illustration only and are not recommendatory" should be mentioned.
- viii. Advertisements and communications/correspondences with clients shall include the disclaimer that "Registration granted by SEBI, enlistment with IAASB and certification from NISM in no way guarantee performance of the IA or provide any assurance of returns to investors."

c. Prohibitions in the advertisement:

The advertisement shall not contain:

- i. Anything which is prohibited for publication under the law.
- ii. Statements which are false, misleading, biased or deceptive, based on assumptions or projections.
- iii. Any misleading or deceptive testimonials.

- iv. Statements which, directly or by implication or by omission, may mislead the investor.
- v. Any statement likely to be misunderstood or likely to disguise the significance of the same or any other statement contained in the advertisement.
- vi. Any statement designed to exploit the lack of experience or knowledge of the investors.
- vii. Any statement that is exaggerated or is inconsistent with or unrelated to the nature and risk and return profile of the product.
- viii. Extensive use of technical or legal terminology or complex language and the inclusion of excessive details which may distract the investors.
- ix. Reference to any report, analysis, or service as free, unless it actually is free and without condition or obligation.
- x. Any promise or guarantee of assured or risk free return to the investors.

The advertisement shall not imply any assured returns or minimum returns or target return or percentage accuracy or service provision till achievement of target returns or any other nomenclature that gives the impression to the client that the investment advice is risk-free and/or not susceptible to market risks and/or that it can generate returns with any level of assurance.

- xi. Any statement which directly or indirectly discredits other advertisements or intermediaries or makes unfair comparisons or ascribes any qualitative advantage over other intermediaries directly or indirectly.
- xii. Reference to past performance or risk-return metrics in respect of the services of Investment Adviser unless such risk-return metrics are verified by Past Risk and Return Verification Agency (PaRRVA)

and claims using such metrics are made in the manner specified by SEBI.

xiii. Superlative terms such as “Best”, “No. 1”, Top Adviser, “Leading”, “One of the best amongst market leaders”, etc. so as to provide any endorsement of quality or standing of the IA. However, factual details of awards received by the IA from independent organizations may be included.

xiv. Advertisements shall not include SEBI Logo.

d. **Other compliances/requirements:**

- i. Prior approval for the advertisement/material shall be obtained from SEBI recognized supervisory body.
- ii. In the event of suspension of any IA by SEBI and/or by SEBI recognized supervisory body, the IA so suspended shall not issue any advertisement either singly or jointly with any other IA, during the period of suspension.
- iii. The IA/RA shall not engage in games, leagues, schemes, competitions etc. which may involve distribution of prize monies, medals, gifts, etc.
- iv. These norms shall be applicable to any other investment/research/consultancy agency associated with the IA concerned and issuing advertisement wherein the IA has been named in the advertisement.
- v. Copy of the advertisement shall be retained by IA for a period of five years in terms of Regulation 19(2) of the IA Regulations.
- vi. Any additional guidelines as may be specified by SEBI or SEBI recognized supervisory body from time to time.

10.2. In order to ensure the transparency in usage of brand name/trade name/logo, IA shall ensure that:

- i. The information such as name of the IA as registered with SEBI, its logo, its registration number and its complete address with telephone numbers shall be prominently displayed on portal/web site, if any, notice board, display boards, advertisements, publications, know your client forms and client agreements.
- ii. The information such as name of the IA as registered with SEBI, its logo, its registration number, its complete address with telephone numbers, the name of the compliance officer, his telephone number and e-mail address, the name, telephone number and e-mail address of the grievance officer or the grievance redressal cell shall be displayed prominently in statements or reports or any other form of correspondence with the client.
- iii. Disclaimer that “Registration granted by SEBI, enlistment with BSE and certification from NISM in no way guarantee performance of the IA or provide any assurance of returns to investors” shall be mentioned on portal/web site, if any, notice board, display boards, advertisements, publications, know your client forms, client agreements, statements or reports or any other form of correspondence with the client.
- iv. SEBI logo shall not be used by IA.

11. Facilitating transaction in Mutual Fund schemes through the Stock Exchange Infrastructure²⁶

Registered IAs are allowed to use infrastructure of the recognized stock exchanges to purchase and redeem mutual fund units directly from Mutual Fund/ Asset Management Companies on behalf of their clients, including direct plans.

²⁶ Reference: Circular No. SEBI/HO/MRD/DSA/CIR/P/2016/113 dated October 19, 2016

12. Unauthenticated news circulated by SEBI Registered Market Intermediaries through various modes of communication²⁷

IAs are directed that:

- i. Proper internal code of conduct and controls should be put in place.
- ii. Employees/temporary staff/voluntary workers etc. employed/working in the Offices of market intermediaries do not encourage or circulate rumours or unverified information obtained from client, industry, any trade or any other sources without verification.
- iii. Access to Blogs/ Chat forums/Messenger sites etc. should either be restricted under supervision or access should not be allowed.
- iv. Logs for any usage of such Blogs/Chat forums/Messenger sites (called by any nomenclature) shall be treated as records and the same should be maintained as specified by the IA Regulations.
- v. Employees should be directed that any market related news received by them either in their official mail/personal mail/blog or in any other manner, should be forwarded only after the same has been seen and approved by the IA's Compliance Officer. If an employee fails to do so, he/she shall be deemed to have violated the various provisions contained in SEBI Act/Rules/Regulations etc. and shall be liable for action. The Compliance Officer shall also be held liable for breach of duty in this regard²⁸.

13. Guidelines on Outsourcing of Activities by Intermediaries²⁹

13.1. SEBI Regulations for various intermediaries require that they shall render at all times high standards of service and exercise due diligence and ensure proper care in their operations.

13.2. It has been observed that often the intermediaries resort to outsourcing with a view to reduce costs, and at times, for strategic reasons.

13.3. Outsourcing may be defined as the use of one or more than one third party

²⁷ Reference: Circular No. CIR/ISD/1/2011 dated March 23, 2011

²⁸ Circular CIR/ISD/2/2011 dated March 24, 2011.

²⁹ Circular CIR/MIRSD/24/2011 dated December 15, 2011.

– either within or outside the group - by a registered intermediary to perform the activities associated with services which the intermediary offers.

13.4. Principles for Outsourcing

The risks associated with outsourcing may be operational risk, reputational risk, legal risk, country risk, strategic risk, exit-strategy risk, counter party risk, concentration and systemic risk. The principles for outsourcing are given in **Annexure H**.

13.5. Activities that shall not be Outsourced:

The intermediaries desirous of outsourcing their activities shall not, however, outsource their core business activities and compliance functions. An example of core business activity may be – execution of orders and monitoring of trading activities of clients in case of stock brokers. Regarding Know Your Client (KYC) requirements, the intermediaries shall comply with the provisions of SEBI {KYC (Know Your Client) Registration Agency} Regulations, 2011 and Guidelines issued thereunder from time to time.

13.6. Other Obligations:

Reporting to Financial Intelligence Unit (FIU) - The intermediaries shall be responsible for reporting of any suspicious transactions / reports to FIU or any other competent authority in respect of activities carried out by the third parties.

14. Framework for Regulatory Sandbox³⁰

14.1. The Objective of Regulatory Sandbox is to grant certain facilities and flexibilities to the entities regulated by SEBI so that they can experiment with FinTech solutions in a live environment and on limited set of real users for a limited time frame.

³⁰ Reference: Circular No. SEBI/HO/ITD/ITD/CIR/P/2021/575 dated June 14, 2021 and SEBI/HO/MIRSD/MIRSD_IT/P/CIR/2021/0000000658 dated November 16, 2021

14.2. The guidelines pertaining to the functioning of the Regulatory Sandbox are available at the link below:

https://www.sebi.gov.in/legal/circulars/jun-2021/revised-framework-for-regulatory-sandbox_50521.html and

https://www.sebi.gov.in/legal/circulars/nov-2021/framework-for-regulatory-sandbox_53982.html

15. Optional mechanism for fee collection by SEBI registered Investment Advisers (IAs) and Research Analysts (RAs)³¹

15.1 With growing interest in the securities market, there is a need for a mechanism for an investor to discern whether payment of fees is being made only to a registered IA/RA. In order to create a closed and transparent payment ecosystem, consultations were held with relevant stakeholders on the proposal of a separate centralized mechanism for fee collection by IAs and RAs.

15.2 Pursuant to public consultation and various discussions with stakeholders, the “Centralized Fee Collection Mechanism for IA and RA” (CeFCoM) has been operationalized to facilitate collection of fees by registered IAs and RAs from their clients

15.3 Under this mechanism, clients shall pay fees to IAs/RAs, through a designated platform/portal administered by recognized Administration and Supervisory Body (ASB).

15.4 The mechanism has been co-created by BSE Limited with the help of various stakeholders. The operational framework for the mechanism shall be as specified by BSE. The mechanism has been made operational from October 01, 2024.

15.5 Though the mechanism is optional, ASB (administration and supervisory body), in the interest of investors, shall take steps to encourage clients and the registered IAs and RAs to avail the services of this mechanism.

³¹ Reference: Circular No. SEBI/HO/MIRSD/MIRSD-POD-1/P/CIR/2024/120 dated September 13, 2024

Registered IAs and RAs shall encourage their clients to use this mechanism.

16. General Guidelines for dealing with Conflicts of Interest of intermediaries and their Associated Persons in Securities Market.³²

16.1. All intermediaries are presently governed by the provisions for avoidance of conflict of interest as mandated in the regulations read with relevant circulars issued from time to time by SEBI. On the lines of Principle 8 of the International Organisation of Securities Commissions (IOSCO) Objectives and Principles of Securities Regulations, it has been decided to put in place comprehensive guidelines to collectively cover such intermediaries, for elimination of their conflict of interest, as detailed hereunder.

16.2. Intermediaries shall adhere to these guidelines for avoiding or dealing with or managing conflict of interest. They shall be responsible for educating their associated persons for compliance of these guidelines.

16.3. For the purpose of these guidelines "associated persons" shall have the same meaning as defined in Securities and Exchange Board of India (Certification of Associated Persons in the Securities Markets) Regulations, 2007.

16.4. Intermediaries and their associated persons shall,

- i. lay down, with active involvement of senior management, policies and internal procedures to identify and avoid or to deal or manage actual or potential conflict of interest, develop an internal code of conduct governing operations and formulate standards of appropriate conduct in the performance of their activities, and ensure to communicate such policies, procedures and code to all concerned;
- ii. at all times maintain high standards of integrity in the conduct of their business;
- iii. ensure fair treatment of their clients and not discriminate amongst them;

³² Reference: Circular CIR/MIRSD/5/2013 dated August 27, 2013.

- iv. ensure that their personal interest does not, at any time conflict with their duty to their clients and client's interest always takes primacy in their advice, investment decisions and transactions;
 - v. make appropriate disclosure to the clients of possible source or potential areas of conflict of interest which would impair their ability to render fair, objective and unbiased services;
 - vi. endeavor to reduce opportunities for conflict through prescriptive measures such as through information barriers to block or hinder the flow of information from one department/ unit to another, etc.;
 - vii. place appropriate restrictions on transactions in securities while handling a mandate of issuer or client in respect of such security so as to avoid any conflict;
 - viii. not deal in securities while in possession of material non published information;
 - ix. not to communicate the material non published information while dealing in securities on behalf of others;
 - x. not in any way contribute to manipulate the demand for or supply of securities in the market or to influence prices of securities;
 - xi. not have an incentive structure that encourages sale of products not suiting the risk profile of their clients;
 - xii. not share information received from clients or pertaining to them, obtained as a result of their dealings, for their personal interest;
- 16.5. The Boards of intermediaries shall put in place systems for implementation of the aforementioned guidelines and provide necessary guidance enabling identification, elimination or management of conflict of interest situations. The Boards shall review the compliance of the above guidelines periodically.
- 16.6. The said guidelines shall be in addition to the provisions, if any, contained in

respective regulations/ circulars issued by the Board from time to time regarding dealing with conflict of interest, in respect of intermediaries.

17. Approach to securities market data access and terms of usage of data provided by data sources in Indian securities market³³

17.1. IAs are advised to make note of the following:

“As far as the data provided by various data sources in Indian securities markets pursuant to regulatory mandates for reporting and disclosure in public domain are concerned, such data should be made available to users, ‘free of charge’ both for ‘viewing’ the data as also for download in the format as specified by regulatory mandate for reporting, as well as their usage for the value addition purposes.”

17.2. Further, apart from the data made available free of cost, data which is chargeable should be appropriately identified as such in public domain.

18. Guidelines on Anti-Money Laundering (AML) Standards and Combating the Financing of Terrorism (CFT) / Obligations of Securities Market Intermediaries under the Prevention of Money Laundering Act, 2002 and Rules framed there under

IAs are advised to refer to the following circulars with respect to ‘Guidelines on Anti-Money Laundering (AML) Standards and Combating the Financing of Terrorism (CFT) /Obligations of Securities Market Intermediaries under the Prevention of Money Laundering Act, 2002 and Rules framed there under’ :

- i. Master Circular issued on June 06, 2024 available at the following link:
<https://www.sebi.gov.in/legal/master-circulars/jun-2024/guidelines-on-anti-money-laundering-aml-standards-and-combating-the-financing-of-terrorism-cft-obligations-of-securities-market-intermediaries-under-the-prevention-of-money-laundering-act-2002-a-83942.html>

³³ Reference: Circular SEBI/HO/DEPA-III/DEPA-III_SSU/P/CIR/2022/25 dated Feb 25,2022

19. Norms for sharing of real time price data to third parties

IAs are advised to refer to circular no. SEBI/HO/MRD/MRD-PoD-3/P/CIR/2024/56 dated May 24, 2024 on 'Norms for sharing of real time price data to third parties' available at:

https://www.sebi.gov.in/legal/circulars/may-2024/norms-for-sharing-of-real-time-price-data-to-third-parties_83572.html

20. Know Your Client (KYC) Norms for the Securities market

IAs are advised to refer to the following master circular and circulars:

- i. Master Circular No. SEBI/HO/MIRSD/SECFATF/P/CIR/2023/169 dated October 12, 2023 on 'Know Your Client (KYC) norms for securities market' available on SEBI website at: https://www.sebi.gov.in/legal/master-circulars/oct-2023/master-circular-on-know-your-client-kyc-norms-for-the-securities-market_77945.html
- ii. Circular No. SEBI/HO/MIRSD/SECFATF/P/CIR/2024/79 dated June 06, 2024 on 'Uploading of KYC information by KYC Registration Agencies (KRAs) to Central KYC records Registry (CKYCRR)' available at: https://www.sebi.gov.in/legal/circulars/jun-2024/uploading-of-kyc-information-by-kyc-registration-agencies-kras-to-central-kyc-records-registry-ckycrr_84006.html
- iii. Circular No. SEBI/HO/MIRSD/SECFATF/P/CIR/2025/74 dated May 23, 2025 on 'Accessibility and Inclusiveness of Digital KYC to Persons with Disabilities' available at: https://www.sebi.gov.in/legal/circulars/may-2025/accessibility-and-inclusiveness-of-digital-kyc-to-persons-with-disabilities_94096.html

21. Association of persons regulated by the Board and their agents with certain persons

IAs are advised to refer to the following circulars with respect to Association of Persons regulated by the Board:

- i. Circular No. SEBI/HO/MIRSD/ MIRSD-PoD-1/P/CIR/2024/143 dated October 22, 2024 on 'Association of Persons regulated by the Board and

- Their agents with certain persons' available at:
https://www.sebi.gov.in/legal/circulars/oct-2024/association-of-persons-regulated-by-the-board-and-their-agents-with-certain-persons_87837.html
- ii. Circular No. SEBI/HO/MIRSD/ MIRSD-PoD-1/P/CIR/2025/11 dated January 29, 2025 on 'Details/clarifications on provisions related to association of persons regulated by the Board, MIIs, and their agents with persons engaged in prohibited activities' available at:
https://www.sebi.gov.in/legal/circulars/jan-2025/details-clarifications-on-provisions-related-to-association-of-persons-regulated-by-the-board-miis-and-their-agents-with-persons-engaged-in-prohibited-activities_91356.html

22. Simplification of requirements for grant of accreditation to investors

IAs are advised to refer to the following circulars with respect to accreditation to investors:

- i. Circular No. SEBI/HO/IMD/IMD-I/DF9/P/CIR/2021/620 dated August 26, 2021 on 'Modalities for implementation of the framework for Accredited Investors available at: https://www.sebi.gov.in/legal/circulars/aug-2021/circular-on-modalities-for-implementation-of-the-framework-for-accredited-investors_52116.html
- ii. Circular No. SEBI/HO/AFD/PoD1/CIR/2023/189 dated December 18, 2023 on 'Simplification of requirements for grant of accreditation to investors" available at: https://www.sebi.gov.in/legal/circulars/dec-2023/simplification-of-requirements-for-grant-of-accreditation-to-investors_79990.html

23. Recognition and operationalization of Past Risk and Return Verification Agency (PaRRVA)

Regulation 16D and 16E of the 'Securities and Exchange Board of India (Intermediaries) Regulations, 2008' ("Intermediaries Regulations"), provide for verification of risk and return metrics by a Past Risk and Return Verification Agency ("PaRRVA"). Accordingly, in terms of the aforesaid regulations, claims may be made by IAs, in terms of risk and return metrics verified by PaRRVA. In this regard, IAs are advised to refer to circular no. SEBI/HO/MIRSD/MIRSD-

POD/P/CIR/2025/51 dated April 4, 2025 on 'Recognition and operationalization of Past Risk and Return Verification Agency (PaRRVA)' available at: <https://www.sebi.gov.in/legal/circulars/apr-2025/recognition-and-operationalization-of-past-risk-and-return-verification-agency-parrva-93321.html>

24. Service platform for investors to trace inactive and unclaimed Mutual Fund folios-MITRA (Mutual Fund Investment Tracing and Retrieval Assistant)

IAs are advised to refer to circular no. SEBI/HO/IMD/IMD-SEC-3/P/CIR/2025/15 dated February 12, 2025 on 'Service platform for investors to trace inactive and unclaimed Mutual Fund folios-MITRA (Mutual Fund Investment Tracing and Retrieval Assistant)' available at: <https://www.sebi.gov.in/legal/circulars/feb-2025/service-platform-for-investors-to-trace-inactive-and-unclaimed-mutual-fund-folios-mitra-mutual-fund-investment-tracing-and-retrieval-assistant-91847.html>

25. Cybersecurity and Cyber Resilience Framework (CSCRF)

IAs are advised to refer to the following circulars with respect to Cybersecurity and Cyber Resilience Framework (CSCRF):

- i. Circular No. SEBI/HO/ITD-1/ITD_CSC_EXT/P/CIR/2024/113 dated August 20, 2024 on 'Cybersecurity and Cyber Resilience Framework (CSCRF) for SEBI Regulated Entities(REs)' available at: <https://www.sebi.gov.in/legal/circulars/aug-2024/cybersecurity-and-cyber-resilience-framework-cscrf-for-sebi-regulated-entities-res-85964.html>
- ii. Circular No. SEBI/HO/ITD-1/ITD_CSC_EXT/P/CIR/2024/184 dated December 31, 2024 on 'Clarifications to Cybersecurity and Cyber Resilience Framework (CSCRF)for SEBI Regulated Entities (REs)' available at: <https://www.sebi.gov.in/legal/circulars/dec-2024/clarifications-to-cybersecurity-and-cyber-resilience-framework-cscrf-for-sebi-regulated-entities-res-90401.html>
- iii. Circular No. SEBI/HO/ITD-1/ITD_CSC_EXT/P/CIR/2025/45 dated March 28, 2025 on 'Extension towards Adoption and Implementation of Cybersecurity and Cyber Resilience Framework (CSCRF) for SEBI Regulated Entities (REs)' available at: <https://www.sebi.gov.in/legal/circulars/mar->

[2025/extension-towards-adoption-and-implementation-of-cybersecurity-and-cyber-resilience-framework-cscrf-for-sebi-regulated-entities-res- 93146.html](https://www.sebi.gov.in/legal/circulars/apr-2025/extension-towards-adoption-and-implementation-of-cybersecurity-and-cyber-resilience-framework-cscrf-for-sebi-regulated-entities-res-93146.html)

- iv. Circular No. SEBI/HO/ITD-1/ITD_CSC_EXT/P/CIR/2025/60 dated April 30, 2025 on 'Clarifications to Cybersecurity and Cyber Resilience Framework (CSCRF) for SEBI Regulated Entities (REs)' available at: [https://www.sebi.gov.in/legal/circulars/apr-2025/clarifications-to-cybersecurity-and-cyber-resilience-framework-cscrf-for-sebi-regulated-entities-res- 93734.html](https://www.sebi.gov.in/legal/circulars/apr-2025/clarifications-to-cybersecurity-and-cyber-resilience-framework-cscrf-for-sebi-regulated-entities-res-93734.html)

26. Adoption of Standardised, Validated and Exclusive UPI IDs for Payment Collection by SEBI Registered Intermediaries from Investors

IAs are advised to refer to circular no. SEBI/HO/DEPA-II/DEPA-II_SRG/P/CIR/2025/86 dated June 11, 2025 on 'Adoption of Standardised, Validated and Exclusive UPI IDs for Payment Collection by SEBI Registered Intermediaries from Investors' available at:

[https://www.sebi.gov.in/legal/circulars/jun-2025/adoption-of-standardised-validated-and-exclusive-upi-ids-for-payment-collection-by-sebi-registered-intermediaries-from-investors 94535.html](https://www.sebi.gov.in/legal/circulars/jun-2025/adoption-of-standardised-validated-and-exclusive-upi-ids-for-payment-collection-by-sebi-registered-intermediaries-from-investors-94535.html)

VII. REPORTING REQUIREMENTS

27. Periodic reporting format for Investment Advisers³⁴

27.1. In terms of Regulation 15(12) of Securities and Exchange Board of India (Investment Advisers) Regulations, 2013 (“IA Regulations”), investment advisers are required to furnish to SEBI, information and reports as may be specified by SEBI from time to time.

27.2. The periodic reporting format for IAs shall be as specified by IAASB in consultation with SEBI, from time to time. Such changes shall be notified to IAs through circulars/notices.

27.3. For any changes in regulatory provisions in future, IAASB shall make appropriate consequential amendments to the reporting format and notify the same to IAs, through circulars/notices.

IAASB shall make necessary arrangements for obtaining periodic reports from IAs in the specified format

27.4. IAs shall submit periodic report for half-yearly periods ending on September 30 and March 31 of every financial year, within 30 days³⁵ from the end of the respective half-yearly period for which details are to be furnished.³⁶

28. Other reporting requirements

28.1. Undertaking on compliance of the advisory for Financial Sector Organizations regarding Software as a Service (SaaS) based solutions to be submitted half yearly

The compliance of the advisory shall be reported by IA to SEBI with an undertaking, “Compliance of the SEBI circular for Advisory for Financial

³⁴ Reference: Circular SEBI/HO/MIRSD/MIRSD-POD-2/P/CIR/2024/38 dated May 07, 2024

³⁵ Reference: Circular No. SEBI/HO/MIRSD/MIRSD-PoD1/P/CIR/2024/147 dated October 25, 2024

³⁶ **Note:** Timeline for submission of periodic report for half-yearly period ending March 31, 2025 has been extended till July 31, 2025.

Sector Organizations regarding Software as a Service (SaaS) based solutions has been made.”

28.2. To conduct annual audit and submit a report and adverse findings, if any

In terms of regulation 19(3) of the IA Regulations, IA is required to conduct annual audit in respect of compliance with the IA regulations and circulars issued thereunder from a member of Institute of Chartered Accountants of India or Institute of Company Secretaries of India within six months from the end of each financial year. Submit a report of the same and adverse findings of the audit, if any, along with action taken thereof duly approved by the individual IA/management of the non-individual IA within a period of one month from the date of the audit report but not later than October 31st of each year for the previous financial year.

VIII. ANNEXURES

ANNEXURE A

TERMS AND CONDITIONS OF AGREEMENT BETWEEN IA AND THE CLIENT

Investment Adviser shall ensure that the following terms and conditions are incorporated in the Investment Advisory Agreement:

1. Appointment of the Investment Adviser: In accordance with the applicable laws, client hereby appoints, entirely at his / her / its risk, the Investment Adviser to provide the required services in accordance with the terms and conditions of the agreement as mandated under Regulation 19(1)(d) of the Securities and Exchange Board of India (Investment Advisers) Regulations, 2013.
2. The agreement shall clearly provide for in the first page:
 - a) the consent of the client on the following understanding:
 - “I / We have read and understood the terms and conditions of Investment Advisory services provided by the Investment Adviser along with the fee structure and mechanism for charging and payment of fee.
 - Based on our written request to the Investment Adviser, an opportunity was provided by the Investment Adviser to ask questions and interact with ‘person(s) associated with the investment advice’”.
 - b) Declaration from the Investment Adviser that:
 - Investment Adviser shall neither render any investment advice nor charge any fee until the client has signed this agreement.
 - Investment Adviser shall not manage funds and securities on behalf of the client and that it shall only receive such sums of monies from the client as are necessary to discharge the client’s liability towards fees owed to the Investment Adviser.
 - Investment Adviser shall not, in the course of performing its services to the client, hold out any investment advice implying any assured returns

or minimum returns or target return or percentage accuracy or service provision till achievement of target returns or any other nomenclature that gives the impression to the client that the investment advice is risk-free and/or not susceptible to market risks and or that it can generate returns with any level of assurance.

c) Fees specified under Investment Adviser Regulations and relevant circulars issued thereunder. (to be specifically mentioned here)

d) Fees charged to the client. (to be specifically mentioned here)

3. Scope of services: The services to be provided by the Investment Adviser to be described in detail. However, the same shall be subject to the activities permitted under the Securities and Exchange Board of India (Investment Advisers) Regulations, 2013. The Investment Adviser shall act in a fiduciary capacity towards its clients at all times.

4. Functions of the Investment Adviser: Functions, obligations, duties and responsibilities of the Investment Adviser (including principal officer and all persons associated with the investment advice), with specific provisions covering, inter alia,:

a) Terms of compliance with the Securities and Exchange Board of India (Investment Advisers) Regulations, 2013 and its amendments, rules, circulars and notifications.

b) Compliance with the eligibility criteria as specified under the Investment Adviser Regulations at all times.

c) Risk assessment procedure of client including their risk capacity and risk aversion.

d) Providing reports to clients on potential and current investments.

e) Maintenance of records i.e. client-wise KYC, risk assessment, analysis reports of investment advice and suitability, terms and conditions document, related books of accounts and a register containing list of clients along with

dated investment advice and its rationale in compliance with the Securities and Exchange Board of India (Investment Advisers) Regulations, 2013.

- f) Provisions regarding audit as per the Securities and Exchange Board of India (Investment Advisers) Regulations, 2013.
- g) Undertaking to abide by the Code of Conduct as specified in the Third Schedule of the Securities and Exchange Board of India (Investment Advisers) Regulations, 2013.

5. Investment objective and guidelines:

- a) Types of securities in which investment advice would be provided, including an undertaking from the investment adviser to recommend direct implementation of advice i.e. through direct schemes/direct codes, and other client specifications / restrictions on investments, if any.
- b) Particulars regarding financial plan or model or strategy as agreed with the client (based on the risk profiling conducted for the client, total AUA of the client and time period for deployment).
- c) Tax related aspects pertaining to investment advice and as applicable on the investment adviser's fee.

6. Risk Factors: A detailed statement of risks associated with each type of investment covering the standard risks associated with each type of investment in securities and investment products.

7. Validity of advisory services: Minimum period if any, and provision for renewal, if any, along with terms and conditions for such renewal.

8. Amendments – The agreement may be amended by mutual written consent of the parties.

9. Termination – This Agreement may be terminated under the following circumstances, namely-

- a) Voluntary/ mandatory termination by the Investment Adviser.

- b) Voluntary/ mandatory termination by the client.
- c) Suspension/ Cancellation of registration of Investment Adviser by SEBI.
- d) Any other action taken by other regulatory body/ Government authority.

In case of a voluntary termination of the agreement, the client would be required to give a 30 days prior written notice while the Investment Adviser would be required to give a 30 days prior written notice.

In case of suspension of the certificate of registration of the IA, the client may be provided with the option to terminate the agreement.

10. Implications of Amendments and termination: The implications of Amendment, Termination and assignment, such as set off of fees received by the Investment Adviser, refund of fees, completion/termination of investment-in-progress, transition support obligations of the Investment Adviser, etc. shall also be provided in detail.
11. Relationship with related parties: The Investment Adviser to clearly declare that it is carrying on its activities independently, at an arms-length basis with its related parties. Disclosures of conflicts to be made.
12. Investment Adviser engaged in other activities:
 - i. The Investment Adviser (individual) to represent to the client that it maintains an arms-length relationship between its activities as an investment adviser and other activities and to covenant that this arm's length relationship shall be maintained throughout the tenure of advisory service;
 - ii. In case of Investment Adviser who are individuals:
 - (a) to represent that they shall not provide any distribution services.
 - (b) to represent that the family of an individual Investment Adviser shall not provide distribution services to the client advised by the individual Investment Adviser, for securities and investment products.

- (c) to represent that they shall not provide investment advisory services, for securities and investment products, to a client who is receiving distribution services from other family members;
- iii. The Investment Adviser (non-individual);
 - (a) to represent that they shall not provide any distribution services, for securities and investment products, either directly or through their group to an advisory client.
 - (b) to represent that they shall not provide investment advisory services, for securities and investment products, either directly or through their group to the distribution client.
- 13. Representation to client: The investment adviser to ensure that it will take all consents and permissions from the client prior to undertaking any actions in relation to the securities or investment product advised by the investment adviser.
- 14. No right to seek Power of Attorney: The Investment Adviser to clearly declare that it shall not seek any power of attorney or authorizations from its clients for implementation of investment advice.
- 15. No conflict of interest: The Investment Adviser to clearly declare that it will disclose all conflicts of interest as and when they arise and not derive any direct or indirect benefit out of the client's securities/investment products.
- 16. Maintenance of accounts and confidentiality: Investment Adviser shall be responsible for maintenance of client accounts and data as mandated under the Securities and Exchange Board of India (Investment Advisers) Regulations, 2013.
- 17. Terms of fees and billing:
 - (a) Provide specific details on the following:
 - i. The quantum and manner of payment of fees for investment advice

rendered.

- ii. Fee modalities and periodicity, by attaching a detailed fee schedule to the agreement;
- iii. Illustration(s) on how the fee will be determined;
- iv. whether payment to be made in advance;
- v. type of documents evidencing receipt of payment of fee;
- vi. Periodicity of billing with clear date and service period

(b) The payment of fees shall be through a mode which shows traceability of funds. Such modes may include account payee crossed cheque/ Demand Drafts or by way of direct credit to the bank accounts through NEFT/ RTGS/ IMPS/ UPI or any other mode specified by SEBI from time to time. However, the fees shall not be accepted in cash.

18. Liability of Investment Adviser: The agreement to clearly state that the Investment Adviser shall not incur any liability by reason of any loss, which a client may suffer by reason of any depletion in the value of the assets under advice, which may result by reason of fluctuation in asset value, or by reason of non-performance or underperformance of the securities/funds or any other market conditions.
19. Representations and covenants: Adequate and appropriate representations about qualifications of the adviser, principal officer, persons associated with the investment advice, receipt of all applicable approvals and consents (from regulatory / statutory bodies, third party consents, corporate approvals etc.) and covenant to maintain them throughout the validity of advisory service.
20. Death or Disability of client: Provisions in relation to continuation / termination of the advisory service in event of client's death / disability, succession, nomination, representation etc. to be incorporated.
21. Death or Disability of investment adviser: Every individual investment adviser must appoint one of its legal heirs, executor, trustee, administrator of estate of

the deceased (the “Obligor”) as the person-in-charge in the event of investment adviser’s death / disability. The agreement must set out the full name, PAN and contact details of such Obligor. The agreement must disclose the steps to be taken by the Obligor in the event of the above eventuality in order to ensure protection of interest of the clients and redressal of clients’ claims, including but not limited to (a) giving notice to all clients of the occurrence of the eventuality and confirmation of having taken charge over by the Obligor (b) settlement of account with the client (fees payable and/or fees refundable), (c) completion of transition of any outstanding business to another duly registered investment adviser, (d) redressal of any outstanding or new disputes / claims of clients.

22. Settlement of disputes and provision for arbitration: Adequate provisions to cover protection of acts done in good faith as well as for dispute resolution mechanism including arbitration that may be specified under the Securities and Exchange Board of India (Investment Advisers) Regulations, 2013.
23. Adherence to grievance redressal timelines: Investment Adviser shall be responsible to resolve the grievances within the timelines specified under SEBI circulars.
24. Severability: If any provision of this Agreement shall be held or made invalid by a court decision, statute, rule or otherwise, the remainder of this Agreement shall not be affected thereby.
25. Force Majeure: The Investment Adviser shall not be liable for delays or errors occurring by reason of circumstances beyond its control, including but not limited to acts of civil or military authority, national emergencies, work stoppages, fire, flood, catastrophe, acts of God, insurrection, war, riot, or failure of communication or power supply. In the event of equipment breakdowns beyond its control, the Advisor shall take reasonable steps to minimize service interruptions but shall have no liability with respect thereto.
26. Miscellaneous: Each party agrees to perform such further actions and execute such further agreements as are necessary to effectuate the purposes hereof.

ANNEXURE B

Most Important Terms and Conditions (MITC) for Investment Advisers³⁷

[Forming part of the Investment Advisory Agreement]

1. The Investment Adviser (IA) shall only accept payments towards its fees for Investment Advisory Services and is not permitted to accept funds or securities in its account on the client's behalf.
2. The IA does not guarantee returns, accuracy, or risk-free investments. All advice is subject to market risks, and there is no assurance of any returns or profits.
3. Any assured/guaranteed/fixed returns schemes or any other schemes of similar nature are prohibited by law. No scheme of this nature shall be offered to the client by the IA.
4. Investment advice, only related to securities shall fall under the purview of SEBI. In case of any services offered by IA related to products/services not under the purview of SEBI, IA shall make disclosure to the client and take appropriate declaration and undertaking from the client that such products/services and the services of IA in respect of such products/services do not come under regulatory purview of SEBI and that no recourse is available to the client with SEBI for grievances related to such products/services or services of IA in respect of such products/services.
5. This agreement is for the investment advisory services provided by the IA and IA cannot execute/carry out any trade (purchase/sell transaction) on behalf of the client without his/her/its specific and positive consent on every trade. Thus, the client is advised not to permit IA to execute any trade on his/her/its behalf without explicit consent.
6. The fee charged by IA to the client will be subject to the maximum of amount prescribed by SEBI/Investment Adviser Administration and Supervisory Body (IAASB) from time to time (applicable only for Individual and HUF Clients).

Note:

- (i) The current fee limit under Fixed Fee mode is Rs 1,51,000/- per annum per family of client. Under Assets under Advice (AUA) mode, maximum fee limit is 2.5 per cent of AUA per annum per family of client.
- (ii) The IA may change the fee mode at any time with the client's consent; however, the maximum fee limit in such cases shall be higher of fee limit

³⁷ Reference: Circular No. SEBI/HO/MIRSD/MIRSD-PoD/P/CIR/2025/19 dated February 17, 2025

under the fixed fee mode or 2.5 per cent of AUA per annum per family of client.

- (iii) The fee limits do not include statutory charges.
 - (iv) The fee limits apply only for investment advice related to securities under purview of SEBI.
 - (v) The fee limits do not apply to a non-individual client / accredited investor.
7. IA may charge fees in advance if agreed by the client. Such advance shall not exceed the period stipulated by SEBI; presently it is maximum one year. In case of premature termination of the IA services by the client or the IA, the client shall be entitled to seek refund of proportionate fees only for unexpired period. However, IA is entitled to retain a maximum breakage fee of not greater than one-quarter fee.
 8. Fees to IA may be paid by the client through any of the specified modes like cheque, online bank transfer, UPI, etc. Cash payment is not allowed. Optionally the client can make payments through Centralized Fee Collection Mechanism (CeFCoM), managed by BSE Limited (i.e. currently recognized IAASB).
 9. The IA is expected to know the client's financial details for providing services. Hence, the client is required to share the financial information (e.g. income, existing investments, liabilities, etc.) with the IA.
 10. The IA is required to carry out the client's risk profiling and suitability analysis before providing services and thereafter on an ongoing basis. The services provided will be in line with the assessed risk profile. IA shall also communicate the assessed risk profile to the client.
 11. As part of conflict of interest management, the client or the client's family members will not be provided any distribution services by IA or any of its group entity/ family members. IA shall, wherever available, advice direct plans (non-commission based) of products only.

The IA shall endeavor to promptly inform the client of any conflict of interest that may affect the services being rendered to the client.

12. For any grievances,

Step 1: The client should first contact the IA using the details on its website or following contact details:

(IA to Provide details as per 'Grievance Redressal / Escalation Matrix')

Step 2 : If the resolution provided by IA is unsatisfactory, the client can lodge grievances through SEBI's SCORES platform at www.scores.sebi.gov.in

Step 3: If the client remains dissatisfied with the outcome of the SCORES complaint, the client may consider the Online Dispute Resolution (ODR) through the Smart ODR portal at <https://smartodr.in>

13. The SEBI registration, enlistment with IAASB, and NISM certification do not guarantee the performance of IA or assure returns to the client.

14. Clients are required to keep contact details, including email id and mobile number/s updated with the IA at all times.

15. The IA shall never ask for the client's login credentials and OTPs for the client's Trading Account, Demat Account and Bank Account. Never share such information with anyone including IA.

Note: For existing clients as on February 17, 2025, the MITC shall be informed by the IAs to the clients via email or any other suitable mode of communication (which can be preserved) by June 30, 2025.

ANNEXURE C

COMPLAINT DATA TO BE DISPLAYED BY IAs

Formats for investors complaints data to be disclosed monthly by IAs on their website/mobile application:

Data for the month ending - _____

Sr. No.	Received from	Pending at the end of last month	Received	Resolved *	Total Pending #	Pending complaints > 3months	Average Resolution time^ (in days)
1	Directly from Investors						

2	SEBI (SCORE S)						
3	Other Sources (if any)						
	Grand Total						

Number of complaints received during month against the IA due to impersonation by some other entity:

Note: In case of any complaints received against the IA due to impersonation of the IA by some other entity, the IA may adjust the number of such complaints from total number of received/resolved complaints while preparing the above table. Further, IA must close such impersonation related complaints after following the due process as specified by SEBI/ IAASB.

* Inclusive of complaints of previous months resolved in the current month.

Inclusive of complaints pending as on the last day of the month

^ Average Resolution time is the sum total of time taken to resolve each complaint in days, in the current month divided by total number of complaints resolved in the current month.

Trend of monthly disposal of complaints

Sr. No.	Month	Carried forward from previous month	Received	Resolved*	Pending#
1	April, YYYY				
2	May, YYYY				
3	June, YYYY				
4					
5	March,				

	YYYY				
	Grand Total				

* Inclusive of complaints of previous months resolved in the current month.

Inclusive of complaints pending as on the last day of the month

Trend of annual disposal of complaints

Sr. No.	Year	Carried forward from previous year	Received	Resolved*	Pending#
1	2021-22				
2	2022-23				
3	2023-24				
4	20XX-XX				
	Grand Total				

* Inclusive of complaints of previous months resolved in the current month.

Inclusive of complaints pending as on the last day of the month

Annexure D

Detailed framework for RAASB and IAASB

1. Criteria for grant of recognition as RAASB and IAASB:

1.1. The recognition of a recognised stock exchange as RAASB and IAASB under regulation 14 of RA Regulations and IA Regulations respectively shall be based on the following eligibility criteria:

- (i) Minimum number of years of existence as recognised stock exchange: 15 years;

- (ii) Minimum net worth of recognised stock exchange: INR 200 crores;
- (iii) Stock exchange having nation-wide terminals;
- (iv) Investor grievance redressal mechanism including Online Dispute Resolution Mechanism;
- (v) Capacity for investor service management gauged through reach of Investor Service Centers (ISCs): Stock exchange having ISCs in at least 20 cities.

2. Setting up of requisite systems by stock exchange recognised as RAASB/ IAASB:

2.1. The stock exchange recognised as RAASB/IAASB shall include in its Memorandum of Association, Articles of Association and bye-laws, requisite provisions to fulfil the role and responsibilities specified in para 3 below.

2.2. The stock exchange recognised as RAASB/IAASB shall maintain necessary infrastructure like adequate office space, equipment and manpower to effectively discharge the responsibilities of RAASB/ IAASB. Infrastructure may be shared with other group entities where required.

2.3. The stock exchange recognised as RAASB/IAASB shall put in place systems/ processes for maintaining database of RAs/IAs, sharing of information with SEBI and discharging the responsibilities of RAASB/ IAASB.

2.4. RAASB and IAASB shall constitute an internal committee to oversee the activities of administration and supervision of RAs and IAs. The committee shall periodically review the performance of the stock exchange as RAASB/ IAASB and make recommendations to SEBI. The constitution of the committee shall be as follows:

- (i) Public Interest Directors shall form the majority of the committee;
- (ii) A maximum of two key management personnel of the stock exchange can be on the committee;

- (iii) The committee shall also include independent external persons representing RAs, IAs and proxy advisors, with minimum one representative for each segment.

3. Responsibilities of SEBI and RAASB/ IAASB:

3.1. The core functions relating to registration, enforcement action and disciplinary or penal action shall remain with SEBI and SEBI shall continue to register IAs and RAs as per the mandate given under the Securities and Exchange Board of India Act, 1992. The following functions as specified in the table below shall be performed concurrently by SEBI and RAASB or IAASB, as the case may be.

SEBI	Proposed RAASB/IAASB
1. Approval of registration applications of RAs/IAs – fresh registration as well as application made pursuant to change in control	<u>Activities pertaining to administration:</u> 1. Initial scrutiny of registration applications for ensuring completeness of submission of information/ documents along with recommendation on the applications to SEBI 2. Initial scrutiny of post-registration applications illustrated below for ensuring completeness of submission of information/ documents along with recommendation on the applications to SEBI: a. Change of name b. Change of address c. Change of compliance officer/ principal officer/ director/ d. Change in shareholding
2. Approval for post-registration applications such as – a. Change of name b. Change of address c. Change of compliance officer/ principal officer/ director/	

	associated person, contact details, etc. d. Change in shareholding e. Merger/ amalgamation/ takeover/ change in control of RA/IA f. Surrender of registration g. NOC for establishing wholly owned subsidiary/ joint venture in foreign jurisdiction, etc. 3. Supervision of RAs/IAs 4. Taking enforcement action suo moto or otherwise 5. Taking disciplinary/ penal action including levying penalty on recommendation of proposed body 6. Grievance redressal	e. Merger/amalgamation/takeover/change in control of RA/IA f. Surrender of registration g. NOC for establishing wholly owned subsidiary/ joint venture in foreign jurisdiction, etc. 3. Approval of advertisements of RAs/IAs as per Advertisement Code issued by SEBI 4. Maintenance of database of RAs/IAs 5. Enlisting RAs/IAs in the proposed RAASB/IAASB 6. Issuance of circulars/instructions/standard operating procedures, etc. to RAs/IAs for implementation of provisions of SEBI regulations/ circulars 7. Submission of periodical reports to SEBI 8. Collection and administration of fees. <u>Activities pertaining to supervision:</u> 9. Monitoring the activities of RAs/IAs by obtaining Annual Compliance Audit Report and other periodic/ad-hoc reports covering general details of RAs/IAs, details of customer complaints, details of clients, etc. 10. Monitoring compliance of regulations/ circulars by Ras/IAs
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		11. Grievance redressal and Arbitration/ Online Dispute Resolution (ODR) 12. Taking administrative action including imposition of penalties and issuing warning/caution letter 13. Referring to SEBI for enforcement action against RAs/IAs. In addition to the above, the recognised RAASB/IAASB may be assigned with on-site/offsite inspection of RAs/IAs, to be done on behalf of/concurrently with SEBI and any other activity as may be specified by SEBI.
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4. Enlistment of RAs/IAs with RAASB/IAASB:

4.1. Amendments have been made to RA/IA Regulations to provide for 'enlistment' of RAs/IAs with RAASB/IAASB in place of the earlier provision of 'membership' of RAs/IAs with RAASB/IAASB. Under the amended regulations, an applicant seeking registration as RA./IA shall be required to 'enlist' with RAASB/IAASB.

4.2. Further, in order to provide ease of doing business and to ensure smooth operationalization of RAASB and IAASB framework and to prevent disruption for existing RAs and IAs registered with SEBI, the following has been provided for:

- (i) Existing RAs registered with SEBI shall be deemed to be enlisted with RAASB. Existing IAs registered with SEBI who are also members of BASL³⁸ shall be deemed to be enlisted with the IAASB recognised under this framework.

³⁸ BASL- BSE Administration and Supervision Limited ("BASL") which was recognized as IAASB at that point of time

- (ii) Applications for registration as RA received and under process with SEBI up to the effective date of operationalization of RAASB framework shall continue to be processed by SEBI. Such RAs shall be deemed to be enlisted with RAASB once registration is granted by SEBI.
- (iii) Applications for registration as IA pending with SEBI/BASL at the time of operationalization of IAASB framework shall continue to be processed by SEBI/BASL. Once registration is granted by SEBI, such IAs shall be deemed to be enlisted with the IAASB recognised under this framework.
- (iv) New applications received from the effective date of operationalization of RAASB/IAASB framework shall be routed through RAASB/IAASB. In such cases, enlistment with RAASB/ IAASB shall be a pre-requisite for grant of certificate of registration as RA/ IA by SEBI.
- (v) With reference to the RAs/IAs/applicants referred in point (i) to (iii) above, it is clarified that no additional documentation shall be required to be submitted by such RAs/IAs/applicants for enlistment with RAASB or IAASB as the case may be.

5. Repeal and Savings with respect to erstwhile IAASB framework

5.1 Any action taken or purported to have been taken or any action that may be taken against any person in relation to the membership of IAASB recognised under regulation 14 of IA Regulations shall be deemed to have been done or taken or may be taken under the corresponding provisions of the amended IA regulations.

6. Measures for promoting efficiency

6.1 To begin with, in order to ensure efficiency in the system and economies of scale, RAASB and IAASB shall be one and the same stock exchange.

6.2 In cases where a person has registration as both RA as well as IA, in the interest of efficiency, a single window clearance of various approvals shall

be adopted. Details in this regard shall be specified by the recognised RAASB and IAASB.

7. Submission of Periodic Reports

7.1 Pursuant to operationalization of RAASB/ IAASB framework, all registered RAs/ IAs shall submit periodic reports to RAASB/ IAASB in the manner specified by SEBI.

8. Monitoring of RAASB/IAASB

8.1 SEBI shall monitor RAASB and IAASB through periodical reports and inspection regarding administration and supervision of RAs and IAs.

ANNEXURE E

ADVISORY FOR FINANCIAL SECTOR ORGANIZATIONS SOFTWARE AS A SERVICE (SaaS) BASED SOLUTION

TLP:AMBER

CERT-Fin Advisory- 201155100308

Advisory for Financial Sector Organisations- RBI and SEBI

Overview

It has been learnt that some of the financial sector institutions are availing or thinking of availing Software as a Service (SaaS) based solution for managing their Governance, Risk & compliance (GRC) functions so as to improve their cyber security posture. Many a time the risk & compliance data of the institution moves cross border beyond the legal and jurisdictional boundary of India due to the nature of shared cloud SaaS. While SaaS may provide ease of doing business and quick

turnaround, it also brings significant risk to the overall health of India's financial sector with respect to data safety and security.

Description

If the following data sets fall in the hands of an adversary/cyber attacker, it may lead to unprecedented increase in the attack surface area and weakening of Indian financial sector infrastructure's overall resilience.

- Credit Risk Data
- liquidity Risk Data
- Market Risk Data
- System & Sub-System Information
- Internal & Partner IP Schema
- Network Topography & Design
- Audit/Internal Audit Data
- System Configuration Data
- System Vulnerability Information
- Risk Exception Information
- Supplier Information & it's dependencies related Data

Solution

The Financial Sector organisations may be advised to protect such critical data using layered defence approach and seamless protection against external or insider threat. The organisations may also be advised to ensure complete protection & seamless control over their critical system by continuous monitoring through direct control and supervision protocol mechanisms while keeping such critical data within the legal boundary of India.

The organisations may also be requested to report back to their respective regulatory authority regarding compliance to this advisory.

It is requested that you may kindly keep CERT-In informed of the actions taken and periodically provide the updated compliance to this advisory.

(It may be noted that TLP Amber means: limited disclosure, restricted to participants' organizations.

When should be used: Sources may use TLP:AMBER when information requires support to be effectively acted upon, yet carries risks to privacy, reputation, or operations if shared outside of the organizations involved.

How may it be shared: Recipients may only share TLP:AMBER information with members of their own organization, and with clients or customers who need to know the information to protect themselves or prevent further harm. Sources are at liberty to specify additional intended limits of the sharing: these must be adhered to.)

ANNEXURE F

INVESTOR CHARTER IN RESPECT OF IAs

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 Investment Adviser with respect to the investors

- To enter into an agreement with the client providing all details including fee details, aspects of Conflict of interest disclosure and maintaining confidentiality of information.
- To do a proper and unbiased risk – profiling and suitability assessment of the client.
- To conduct audit annually.
- To disclose the status of complaints on its website.
- To disclose the name, proprietor name, type of registration, registration number, validity, complete address with telephone numbers and associated SEBI Office details (i.e. Head office/ regional/ local Office) on its website.
- To employ only qualified and certified employees.
- To deal with clients only from official number
- To maintain records of interactions, with all clients including prospective clients (prior to onboarding), where any conversation related to advice has taken place.
- To ensure that all advertisements are in adherence to the provisions of the Advertisement Code for Investment Advisers
- Not to discriminate in terms of services provided, among clients opting for same/similar products/services offered by investment adviser.

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

- Onboarding of Clients
 - Sharing of agreement copy
 - Completing KYC of clients
- Disclosure to Clients
 - To provide full disclosure about its business, affiliations, compensation in the agreement.
 - To not access client's accounts or holdings for offering advice.
 - To disclose the risk profile to the client.
 - To disclose any conflict of interest of the investment advisory activities with any other activities of the investment adviser.
 - To disclose the extent of use of Artificial Intelligence tools in providing investment advisory services.

- To provide investment advice to the client based on the risk-profiling of the clients and suitability of the client.
- To treat all advisory clients with honesty and integrity.
- To make adequate disclosure to the investor of all material facts such as risks, obligations, costs, etc. relating to the products or securities advised by the adviser.
- To provide clear guidance and adequate caution notice to clients when providing investment advice for dealing in complex and high-risk financial products/services.
- 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.
- To disclose the timelines for the various services provided by the investment adviser to clients and ensure adherence to the said timelines.

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

1. Investor can lodge complaint/grievance against Investment Adviser in the following ways:

Mode of filing the complaint with investment adviser

In case of any grievance / complaint, an investor may approach the concerned Investment Adviser 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 Investment Adviser Administration and Supervisory Body (IAASB)

- 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 investment adviser:

- First review done by designated body (IAASB)

- Second review done by SEBI
 - ii. Email to designated email ID of IAASB
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.
 3. 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 Suitability of the Financial Products
- Right to Exit from Financial product or service in accordance with the terms of agreement with the investment adviser

- 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 Investment Advisers.
- ii. Ensure that the Investment Adviser has a valid registration certificate.
- iii. Check for SEBI registration number.

Please refer to the list of all SEBI registered Investment Advisers which is available on SEBI website in the following link:

<https://www.sebi.gov.in/sebiweb/other/OtherAction.do?doRecognisedFpi=yes&intmId=13>

- iv. Pay only advisory fees to your Investment Adviser. Make payments of advisory fees through banking channels only and maintain duly signed receipts mentioning the details of your payments.

You may make payment of advisory fees through Centralised Fee Collection Mechanism (CeFCoM) of IAASB if investment adviser has opted for the mechanism.

- v. Always ask for your risk profiling before accepting investment advice. Insist that Investment Adviser provides advisory strictly on the basis of your risk profiling and take into account available investment alternatives.
- vi. Ask all relevant questions and clear your doubts with your Investment Adviser before acting on advice.

- vii. Assess the risk–return profile of the investment as well as the liquidity and safety aspects before making investments.
- viii. Insist on getting the terms and conditions in writing duly signed and stamped. Read these terms and conditions carefully particularly regarding advisory fees, advisory plans, category of recommendations etc. before dealing with any Investment Adviser.
- ix. Be vigilant in your transactions.
- x. Approach the appropriate authorities for redressal of your doubts / grievances.
- xi. Inform SEBI about Investment Advisers offering assured or guaranteed returns.
- xii. Always be aware that you have the right to exit the service of an Investment Adviser
- xiii. Always be aware that you have the right to seek clarifications and clear guidance on advice
- xiv. Always be aware that you have the right to provide feedback to the Investment Adviser in respect of services received.
- xv. Always be aware that you will not be bound by any clause, prescribed by the investment adviser, which is contravening any regulatory provisions.

- **Don'ts**

- i. Don't fall for stock tips offered under the pretext of investment advice.
- ii. Do not provide funds for investment to the Investment Adviser.
- iii. Don't fall for the promise of indicative or exorbitant or assured returns by the Investment Advisers. Don't let greed overcome rational investment decisions.
- iv. Don't fall prey to luring advertisements or market rumors.

- v. Avoid doing transactions only on the basis of phone calls or messages from any Investment adviser or its representatives.
- vi. Don't take decisions just because of repeated messages and calls by Investment Advisers.
- vii. Do not fall prey to limited period discount or other incentive, gifts, etc. offered by Investment advisers.
- viii. Don't rush into making investments that do not match your risk taking appetite and investment goals.
- ix. Do not share login credential and password of your trading, demat or bank accounts with the Investment Adviser.

ANNEXURE G

DECLARATION CUM UNDERTAKING FOR SEEKING PRIOR APPROVAL FOR CHANGE IN CONTROL

We M/s. (Name of the intermediary/the acquirer/person who shall have the control), hereby declare and undertake the following with respect to the application for prior approval for change in control of (name of the intermediary along with the SEBI registration no.):

1. The applicant/intermediary (Name) and its principal officer, the directors or managing partners, the compliance officer and the key management persons and the promoters or persons holding controlling interest or persons exercising control over the applicant, directly or indirectly *(in case of an unlisted applicant or intermediary, any person holding twenty percent or more voting rights, irrespective of whether they hold controlling interest or exercise control, shall be required to fulfill the 'fit and proper person' criteria)* are fit and proper person in terms of Schedule II of SEBI (Intermediaries) Regulations, 2008.

2. We bear integrity, honesty, ethical behaviour, reputation, fairness and character.
3. We do not incur following disqualifications mentioned in Clause 3(b) of Schedule II of SEBI (Intermediaries) Regulations, 2008 i.e.
 - (i) No criminal complaint or information under section 154 of the Code of Criminal Procedure, 1973 (2 of 1974) has been filed against us by the Board and which is pending.
 - (ii) No charge sheet has been filed against us by any enforcement agency in matters concerning economic offences and is pending.
 - (iii) No order of restraint, prohibition or debarment has been passed against us by the Board or any other regulatory authority or enforcement agency in any matter concerning securities laws or financial markets and such order is in force.
 - (iv) No recovery proceedings have been initiated by the Board against us and are pending.
 - (v) No order of conviction has been passed against us by a court for any offence involving moral turpitude.
 - (vi) No winding up proceedings have been initiated or an order for winding up has been passed against us.
 - (vii) We have not been declared insolvent.
 - (viii) We have not been found to be of unsound mind by a court of competent jurisdiction and no such finding is in force.
 - (ix) We have not been categorized as a wilful defaulter.
 - (x) We have not been declared a fugitive economic offender.
4. We have not been declared as not 'fit and proper person' by an order of the Board.
5. No notice to show cause has been issued for proceedings under SEBI(Intermediaries) Regulations, 2008 or under section 11(4) or section 11B of the SEBI Act during last one year against us.

6. It is hereby declared that we and each of our promoters, directors, principal officer, compliance officer and key managerial persons are not associated with vanishing companies.
7. We hereby undertake that there will not be any change in the Board of Directors of incumbent, till the time prior approval is granted.
8. We hereby undertake that pursuant to grant of prior approval by SEBI, the incumbent shall inform all the existing investors/ clients about the proposed change prior to effecting the same, in order to enable them to take informed decision regarding their continuance or otherwise with the new management.

The said information is true to our knowledge.

(stamped and signed by the Authorised Signatories)

ANNEXURE H

PRINCIPLES FOR OUTSOURCING FOR INTERMEDIARIES

1. **An intermediary seeking to outsource activities shall have in place a comprehensive policy to guide the assessment of whether and how those activities can be appropriately outsourced. The Board / partners (as the case may be) {hereinafter referred to as the “the Board”} of the intermediary shall have the responsibility for the outsourcing policy and related overall responsibility for activities undertaken under that policy.**
 - 1.1. The policy shall cover activities or the nature of activities that can be outsourced, the authorities who can approve outsourcing of such activities, and the selection of third party to whom it can be outsourced. For example,

an activity shall not be outsourced if it would impair the supervisory authority's right to assess, or its ability to supervise the business of the intermediary. The policy shall be based on an evaluation of risk concentrations, limits on the acceptable overall level of outsourced activities, risks arising from outsourcing multiple activities to the same entity, etc.

1.2. The Board shall mandate a regular review of outsourcing policy for such activities in the wake of changing business environment. It shall also have overall responsibility for ensuring that all ongoing outsourcing decisions taken by the intermediary and the activities undertaken by the third-party, are in keeping with its outsourcing policy.

2. The intermediary shall establish a comprehensive outsourcing risk management programme to address the outsourced activities and the relationship with the third party.

2.1. An intermediary shall make an assessment of outsourcing risk which depends on several factors, including the scope and materiality of the outsourced activity, etc. The factors that could help in considering materiality in a risk management programme include-

2.1.1. The impact of failure of a third party to adequately perform the activity on the financial, reputational and operational performance of the intermediary and on the investors / clients;

2.1.2. Ability of the intermediary to cope up with the work, in case of non performance or failure by a third party by having suitable back-up arrangements;

2.1.3. Regulatory status of the third party, including its fitness and probity status;

2.1.4. Situations involving conflict of interest between the intermediary and the third party and the measures put in place by the intermediary to address such potential conflicts, etc.

- 2.2. While there shall not be any prohibition on a group entity / associate of the intermediary to act as the third party, systems shall be put in place to have an arm's length distance between the intermediary and the third party in terms of infrastructure, manpower, decision-making, record keeping, etc. for avoidance of potential conflict of interests. Necessary disclosures in this regard shall be made as part of the contractual agreement. It shall be kept in mind that the risk management practices expected to be adopted by an intermediary while outsourcing to a related party or an associate would be identical to those followed while outsourcing to an unrelated party.
- 2.3. The records relating to all activities outsourced shall be preserved centrally so that the same is readily accessible for review by the Board of the intermediary and / or its senior management, as and when needed. Such records shall be regularly updated and may also form part of the corporate governance review by the management of the intermediary.
- 2.4. Regular reviews by internal or external auditors of the outsourcing policies, risk management system and requirements of the regulator shall be mandated by the Board wherever felt necessary. The intermediary shall review the financial and operational capabilities of the third party in order to assess its ability to continue to meet its outsourcing obligations.
3. **The intermediary shall ensure that outsourcing arrangements neither diminish its ability to fulfill its obligations to customers and regulators, nor impede effective supervision by the regulators.**
- 3.1. The intermediary shall be fully liable and accountable for the activities that are being outsourced to the same extent as if the service were provided in-house.
- 3.2. Outsourcing arrangements shall not affect the rights of an investor or client

against the intermediary in any manner. The intermediary shall be liable to the investors for the loss incurred by them due to the failure of the third party and also be responsible for redressal of the grievances received from investors arising out of activities rendered by the third party.

3.3. The facilities / premises / data that are involved in carrying out the outsourced activity by the service provider shall be deemed to be those of the registered intermediary. The intermediary itself and Regulator or the persons authorized by it shall have the right to access the same at any point of time.

3.4. Outsourcing arrangements shall not impair the ability of SEBI/SRO or auditors to exercise its regulatory responsibilities such as supervision/inspection of the intermediary.

4. The intermediary shall conduct appropriate due diligence in selecting the third party and in monitoring of its performance.

4.1. It is important that the intermediary exercises due care, skill, and diligence in the selection of the third party to ensure that the third party has the ability and capacity to undertake the provision of the service effectively.

4.2. The due diligence undertaken by an intermediary shall include assessment of:

4.2.1. third party's resources and capabilities, including financial soundness, to perform the outsourcing work within the timelines fixed;

4.2.2. compatibility of the practices and systems of the third party with the intermediary's requirements and objectives;

4.2.3. market feedback of the prospective third party's business reputation and track record of their services rendered in the past;

4.2.4. level of concentration of the outsourced arrangements with a single third party; and

4.2.5. the environment of the foreign country where the third party is located.

5. Outsourcing relationships shall be governed by written contracts / agreements / terms and conditions (as deemed appropriate) {hereinafter referred to as “contract”} that clearly describe all material aspects of the outsourcing arrangement, including the rights, responsibilities and expectations of the parties to the contract, client confidentiality issues, termination procedures, etc.

5.1. Outsourcing arrangements shall be governed by a clearly defined and legally binding written contract between the intermediary and each of the third parties, the nature and detail of which shall be appropriate to the materiality of the outsourced activity in relation to the ongoing business of the intermediary.

5.2. Care shall be taken to ensure that the outsourcing contract:

5.2.1. clearly defines what activities are going to be outsourced, including appropriate service and performance levels;

5.2.2. provides for mutual rights, obligations and responsibilities of the intermediary and the third party, including indemnity by the parties;

5.2.3. provides for the liability of the third party to the intermediary for unsatisfactory performance/other breach of the contract

5.2.4. provides for the continuous monitoring and assessment by the intermediary of the third party so that any necessary corrective measures can be taken up immediately, i.e., the contract shall enable the intermediary to retain an appropriate level of control over the outsourcing and the right to intervene with appropriate measures to meet legal and regulatory obligations;

5.2.5. includes, where necessary, conditions of sub-contracting by the

third-party, i.e. the contract shall enable intermediary to maintain a similar control over the risks when a third party outsources to further third parties as in the original direct outsourcing;

- 5.2.6. has unambiguous confidentiality clauses to ensure protection of proprietary and customer data during the tenure of the contract and also after the expiry of the contract;
- 5.2.7. specifies the responsibilities of the third party with respect to the IT security and contingency plans, insurance cover, business continuity and disaster recovery plans, force majeure clause, etc.;
- 5.2.8. provides for preservation of the documents and data by third party;
- 5.2.9. provides for the mechanisms to resolve disputes arising from implementation of the outsourcing contract;
- 5.2.10. provides for termination of the contract, termination rights, transfer of information and exit strategies;
- 5.2.11. addresses additional issues arising from country risks and potential obstacles in exercising oversight and management of the arrangements when intermediary outsources its activities to foreign third party. For example, the contract shall include choice-of-law provisions and agreement covenants and jurisdictional covenants that provide for adjudication of disputes between the parties under the laws of a specific jurisdiction;
- 5.2.12. neither prevents nor impedes the intermediary from meeting its respective regulatory obligations, nor the regulator from exercising its regulatory powers; and
- 5.2.13. provides for the intermediary and /or the regulator or the persons authorized by it to have the ability to inspect, access all books, records and information relevant to the outsourced activity with the third party.

6. The intermediary and its third parties shall establish and maintain contingency plans, including a plan for disaster recovery and periodic testing of backup facilities.

- 6.1. Specific contingency plans shall be separately developed for each outsourcing arrangement, as is done in individual business lines.
- 6.2. An intermediary shall take appropriate steps to assess and address the potential consequence of a business disruption or other problems at the third party level. Notably, it shall consider contingency plans at the third party; co-ordination of contingency plans at both the intermediary and the third party; and contingency plans of the intermediary in the event of non-performance by the third party.
- 6.3. To ensure business continuity, robust information technology security is a necessity. A breakdown in the IT capacity may impair the ability of the intermediary to fulfill its obligations to other market participants/clients/regulators and could undermine the privacy interests of its customers, harm the intermediary's reputation, and may ultimately impact on its overall operational risk profile. Intermediaries shall, therefore, seek to ensure that third party maintains appropriate IT security and robust disaster recovery capabilities.
- 6.4. Periodic tests of the critical security procedures and systems and review of the backup facilities shall be undertaken by the intermediary to confirm the adequacy of the third party's systems.
7. **The intermediary shall take appropriate steps to require that third parties protect confidential information of both the intermediary and its customers from intentional or inadvertent disclosure to unauthorised persons.**
 - 7.1. An intermediary that engages in outsourcing is expected to take appropriate steps to protect its proprietary and confidential customer information and ensure that it is not misused or misappropriated.
 - 7.2. The intermediary shall prevail upon the third party to ensure that the

employees of the third party have limited access to the data handled and only on a “need to know” basis and the third party shall have adequate checks and balances to ensure the same.

7.3. In cases where the third party is providing similar services to multiple entities, the intermediary shall ensure that adequate care is taken by the third party to build safeguards for data security and confidentiality.

8. Potential risks posed where the outsourced activities of multiple intermediaries are concentrated with a limited number of third parties.

In instances, where the third party acts as an outsourcing agent for multiple intermediaries, it is the duty of the third party and the intermediary to ensure that strong safeguards are put in place so that there is no co-mingling of information /documents, records and assets.

**IX. APPENDIX: LIST OF CIRCULARS / NOTIFICATIONS/
COMMUNICATIONS**

Sr. No.	Circular/ Notification/ Communication No.	Date	Subject
1	Cir/ ISD/1/2011	23-Mar-11	Unauthenticated news circulated by SEBI Registered Market Intermediaries through various modes of communication
2	CIR/ISD/2/2011	24-Mar-11	Addendum to Circular no. Cir/ISD/1/2011 dated March 23, 2011
3	CIR/MIRSD/24/2011	15-Dec-11	Guidelines on Outsourcing of Activities by Intermediaries
4	CIR/MIRSD/3/2014	28-Aug-14	Information regarding Grievance Redressal Mechanism
5	CIR/MIRSD/5/2013	27-Aug-13	General Guidelines for dealing with Conflicts of Interest of Intermediaries and their Associated Persons in Securities Market
6	SEBI/HO/MRD/DSA/CIR /P/2016/113	19-Oct-16	Facilitating transaction in Mutual Fund schemes through the Stock Exchange Infrastructure
7	SEBI/HO/IMD/DF1/CIR/ P/2019/169	27-Dec-19	Measures to strengthen the conduct of Investment Advisers (IA)
8	SEBI/HO/IMD/DF1/CIR/ P/2020/04	09-Jan-20	Operating Guidelines for Investment Advisers in International Financial Services Centre
9	SEBI/HO/IMD/DF1/CIR/ P/2020/31	28-Feb-20	Operating Guidelines for Investment Advisers in International Financial Services Centre (IFSC) – Clarifications

Sr. No.	Circular/ Notification/ Communication No.	Date	Subject
10	SEBI/HO/IMD/DF1/CIR/P/2020/148	06-Aug-20	Administration and Supervision of Investment Advisers
11	SEBI/HO/IMD/DF1/CIR/P/2020/182	23-Sep-20	Guidelines for Investment Advisers
12	SEBI/HO/IMD/DF1/CIR/P/2020/185	28-Sep-20	Operating Guidelines for Investment Advisers in International Financial Services Centre (IFSC) – Amendments
13	SEBI/HO/MIRSD2/DOR/CIR/P/2020/221	03-Nov-20	Advisory for Financial Sector Organizations regarding Software as a Service (SaaS) based solutions
14	SEBI/HO/IMD-1/DOF-1/P/CIR/2021/622	31-Aug-21	Extension of time for seeking membership of BSE Administration & Supervision Limited
15	SEBI/HO/IMD/IMD-I/DOF1/P/CIR/2021/579	18-Jun-21	Framework for administration and supervision of Investment Advisers under the SEBI (Investment Advisers) Regulations, 2013
16	SEBI/HO/IMD/IMD-I/DOF1/P/CIR/2021/632	30-Sep-21	Guidelines for Investment Advisers' - Extension of timelines
17	SEBI/HO/IMD/IMD-II CIS/P/CIR/2021/0686	13-Dec-21	Publishing Investor Charter and disclosure of Investor Complaints by Investment Advisers on their websites/mobile applications
18	SEBI/HO/IMD/IMD-I DOF1/P/CIR/2021/694	21-Dec-21	Investment Advisory Services for Accredited Investors
19	SEBI/HO/MIRSD/MIRSD-PoD-2/P/CIR/2022/163	28-Nov-22	Procedure for seeking prior approval for change in control
20	SEBI/HO/DEPA-	25-Feb-22	Approach to securities market data



Sr. No.	Circular/ Notification/ Communication No.	Date	Subject
	III/DEPA-III_SSU/P/CIR/2022/25		access and terms of usage of data provided by data sources in Indian securities market
21	SEBI/HO/MIRSD/MIRSD-PoD-2/P/CIR/2023/51	05-Apr-23	Advertisement code for Investment Advisers (IA) and Research Analysts (RA)
22	SEBI/HO/MIRSD/MIRSD-PoD-2/P/CIR/2023/52	06-Apr-23	Usage of brand name/trade name by Investment Advisers (IA) and Research Analysts (RA)
23	SEBI/HO/MIRSD/MIRSD-PoD-2/P/CIR/2023/168	10-Oct-23	Extension in timeline for compliance with qualification and experience requirements under Regulation 7(1) of SEBI (Investment Advisers) Regulations, 2013
24	SEBI/HO/MIRSD/MIRSD-SEC-3/P/CIR/2024/34	02-May-24	Framework for administration and supervision of Research Analysts and Investment Advisers
25	SEBI/HO/MIRSD/MIRSD-PoD-2/P/CIR/2024/38	07-May-24	Periodic reporting format for Investment Advisers
26	SEBI/HO/MRD/MRD-PoD-3/P/CIR/2024/56	24-May-24	Norms for sharing of real time price data to third parties
27	SEBI/HO/MIRSD/SECF ATF/P/CIR/2024/79	06-Jun-24	Uploading of KYC information by KYC Registration Agencies (KRAs) to Central KYC Records Registry (CKYCRR)
28	SEBI/HO/MIRSD/MIRSD-POD-1/P/CIR/2024/101	12- July-24	Recognition of BSE Limited as Research Analyst Administration and Supervisory Body (RAASB) and Investment Adviser Administration and Supervisory Body (IAASB)



Sr. No.	Circular/ Notification/ Communication No.	Date	Subject
29	SEBI/HO/ITD-1/ITD_CSC_EXT/P/CIR/2024/113	20-Aug-24	Cybersecurity and Cyber Resilience Framework (CSCRF) for SEBI Regulated Entities(REs)
30	SEBI/HO/MIRSD/MIRSD-POD-1/P/CIR/2024/120	13-Sep-24	Optional mechanism for fee collection by SEBI registered Investment Advisers (IAs) and Research Analysts (RAs)
31	SEBI/HO/MIRSD/MIRSD-PoD-1/P/CIR/2024/143	22-Oct-24	Association of persons regulated by the Board and their agents with certain persons
32	SEBI/HO/MIRSD/MIRSD-PoD1/P/CIR/2024/147	25-Oct-24	(A) Annual Compliance Certificate for Client Level Segregation by nonindividual Investment Advisers; (B) Timeline for submission of periodic reports
33	SEBI/HO/MIRSD/MIRSD-PoD-1/P/CIR/2024/164	27-Dec-24	Prior approval for change in control: Transfer of shareholdings among immediate relatives and transmission of shareholdings and their effect on change in control
34	SEBI/HO/ITD-1/ITD_CSC_EXT/P/CIR/2024/184	31-Dec-24	Clarifications to Cybersecurity and Cyber Resilience Framework (CSCRF)for SEBI Regulated Entities (REs)
35	SEBI/HO/MIRSD/MIRSD-PoD-1/P/CIR/2025/003	07-Jan-25	Guidelines for Investment Advisers
36	SEBI/HO/MIRSD/MIRSD-PoD-1/P/CIR/2025/11	29-Jan-25	Details/clarifications on provisions related to association of persons regulated by the Board, MIIs, and their agents with persons engaged in

Sr. No.	Circular/ Notification/ Communication No.	Date	Subject
			prohibited activities
37	SEBI/HO/IMD/IMD-SEC-3/P/CIR/2025/15	12-Feb-25	Service platform for investors to trace inactive and unclaimed Mutual Fund folios-MITRA (Mutual Fund Investment Tracing and Retrieval Assistant)
38	SEBI/HO/MIRSD/MIRSD -PoD/P/CIR/2025/19	17-Feb-25	Most Important Terms and Conditions (MITC) for Investment Advisers
39	SEBI/HO/ITD-1/ITD_CSC_EXT/P/CIR/2025/45	28-Mar-25	Extension towards Adoption and Implementation of Cybersecurity and Cyber Resilience Framework (CSCRF) for SEBI Regulated Entities (REs)
40	SEBI/HO/MIRSD/MIRSD-PoD/P/CIR/2025/48	02-Apr-25	Relaxation of provision of advance fee restrictions in case of Investment Advisers and Research Analysts
41	SEBI/HO/MIRSD/MIRSD-POD/P/CIR/2025/51	04-Apr-25	Recognition and operationalization of Past Risk and Return Verification Agency (PaRRVA)
42	SEBI/HO/ITD-1/ITD_CSC_EXT/P/CIR/2025/60	30-Apr-25	Clarifications to Cybersecurity and Cyber Resilience Framework (CSCRF) for SEBI Regulated Entities (REs)
43	SEBI/HO/MIRSD/SECF ATF/P/CIR/2025/74	23-May-25	Accessibility and Inclusiveness of Digital KYC to Persons with Disabilities
44	SEBI/HO/MIRSD/MIRSD -PoD/P/CIR/2025/80	02-Jun-25	Investor Charter for Investment Advisers

Sr. No.	Circular/ Notification/ Communication No.	Date	Subject
45	SEBI/HO/DEPA-II/DEPA-II_SRG/P/CIR/2025/86	11-Jun-25	Adoption of Standardised, Validated and Exclusive UPI IDs for Payment Collection by SEBI Registered Intermediaries from Investors
