



*Dear Investor,*

*Welcome to SSJ Finance.*

*The SSJ Finance Group is focused on singular set of goals: yours.*

*As we've evolved our services, one clear idea has guided our efforts: the needs of the individual investor come first. Your relationship with the SSJ Finance Group is one that you can invest in.*

*We look forward to your becoming our client and to the pleasure of serving you. To start with, we request you to complete this application kit and submit the required documents. It shall be our endeavour as always, to provide you a truly satisfying experience.*

*Should you face any difficulty in understanding the requirements, please do not hesitate to contact our staff who will be ever willing to assist / guide you.*

*We look forward to beginning this relationship with you.*

*Warm regards,*

**Saurabh Jain**  
*Director / Authorised Signatory*

## PLEASE READ THE FOLLOWING INSTRUCTIONS

### Instructions for filling up and completing the account opening document :

- 1. Please ensure that the form is complete in all respects and copies of the required documents are attached.
- 2. Pin code is compulsory in the address details.
- 3. Please put full signature at the bottom of each page and other places marked with **S**. Please put initials where **I** is marked.
- 4. Please sign **ALL** pages of Combined Risk Disclosure Document, NSE and BSE Agreements.
- 5. Original documents will be required for verification at the time of submission of the form.
- 6. Please fill all information in capital letters.
- 7. Please affix (not staple) a passport size photograph(s) on the space provided (including Annexure) with signature.
- 8. Please remit cheque for account opening charges in the name of SSJ Finance & Securities Pvt. Ltd.

### Document Check List

#### Individual

- 1. A passport size photograph with signature
- 2. Proof of Demat Account : Latest DP statement
- 3. Proof of Bank Account containing printed name of the Client : Copy of a cancelled cheque leaf / Pass book / Bank statement / Letter from Banker  
Certifying account number should be submitted
- 4. Photocopy of PAN & Copy of Income Tax Return
- 5. Identity proof-Photocopy of any one of the following :  
(i) Passport (ii) PAN Card (iii) Voter ID (iv) Driving Licence
- 6. Address Proof-Photocopy of any one of Driving Licence / Passport / Ration Card / Voter ID / Latest - MTNL/BSNL Telephone Bill / Electricity Bill / Bank Statement (Attested by Bank)
- 7. Letter of Authority as per Annexure - 1

#### Proprietorship firm

- 1. All Documents and Annexures as required for "Individual"
- 2. A declaration on the letter head of the firm as per Annexure - 4
- 3. Affix rubber stamp at appropriate places

#### HUF

- 1. All Documents and Annexures as required for "Individual"
- 2. A passport size photograph with signature of Karta
- 3. Copy of PAN of HUF
- 4. A declaration on letter head of the HUF as per Annexure - 8
- 5. Affix rubber stamp at appropriate places

#### Partnership firm

- 1. Certified true copy of the Partnership Deed
- 2. Photocopy of PAN of Partnership firm
- 3. Proof of DEMAT Account (it should be joint account where all the partners are signatories)
- 4. Proof of Bank Account: copy of cancelled cheque leaf / passbook / bank statement containing printed name of the Client / letter from Banker  
certifying Account number should be submitted
- 5. Certified true copy of Balance Sheets for last two years (copy of Balance Sheet to be submitted every year)
- 6. Letter of Authority as per Annexure - 1
- 7. List of all partners with photographs and residential address as per Annexure - 2
- 8. Identity and address proof of all partners
- 9. Authority letter by all the partners in favour of Managing Partners as per Annexure - 6 and authorised signatories as per Annexure - 3
- 10. Affix rubber stamp at appropriate places

#### Corporates

- 1. Copy of Memorandum & Articles of Association of the Company
- 2. Format of Board resolution in case of corporates as per Annexure - 7
- 3. Certified true copy of balance sheets for last two years (copy of balance sheet to be submitted every year)
- 4. Copy of PAN of the Company
- 5. Proof of Demat Account
- 6. Proof of Bank Account : Copy of a cancelled cheque leaf / passbook / bank statement containing printed name of the Client / Letter from Banker  
certifying account number should be submitted
- 7. Address proof of company (Bank Statement / DP Statement)
- 8. Letter of Authority as per Annexure - 1
- 9. Shareholding pattern and List of all Whole-Time Directors and Individual promoters holding 5% or more, either directly or indirectly, in the shareholding  
of the company with their photographs and residential address as per Annexure - 2
- 10. List of all Authorised persons with their photographs and residential address as per Annexure - 3
- 11. Identity and Address Proof of All Authorised Signatories and of atleast 2 Directors
- 12. Affix rubber stamp at appropriate places

To,

**SSJ FINANCE & SECURITIES PVT. LTD.**

Member: Bombay Stock Exchange Ltd. (BSE)

SEBI Regn. No.: INB / INF 010960458

Member: National Stock Exchange (NSE)

SEBI Regn. No.: INB / INF / INE 231118333

Members : MCX Stock Exchange Ltd.

SEBI Reg No : INE 261118333

**M/S. SURESHCHAND S. JAIN**

Clearing Member

SEBI Regn. No.: INB / INF 230650717

1st Floor, Merchant Chamber, Opp. Patkar Hall,  
41, New Marine Lines, Mumbai - 400 020

T : +91-22 6701 8800

F : +91-22 6701 8899

Affix recent  
photograph of the  
first holder  
(individual)  
Sign across the  
photograph

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1/51


Unique Constituent Code		Group ID	
<b>REGISTRATION AND ACCOUNT OPENING FORM - INDIVIDUAL / SOLE PROPRIETORSHIP / HUF</b>			

I/We request you to register me/us as your client and enable me/us to trade in the Cash & Derivatives segments of NSE and BSE pursuant to the agreement entered into with you. The following information is being provided by the undersigned for the purpose of opening an account at SSJ FINANCE & SECURITIES PVT. LTD. for trading in cash and derivative segments. I/We will promptly notify you in writing of any material changes in this application or in Annexures to this application. (This information is the sole property of the trading member / brokerage house and would not be disclosed to anyone unless required by law or in case of express permission of client.)

ABOUT THE FIRST HOLDER			
Unique Identification Number (where obtained)			
Name of HUF/Proprietorship Firm			
Name of the Individual/Karta/Proprietor	Title	Mr/Ms/Mrs/Dr/Other (Specify) _____	
	First Name		
	Middle Name		
	Last Name		
Father/Husband/Guardian (if Minor) Name			
E-mail (Required)	Primary E-mail address	_____ @jaldimail.com <small>Client Trading ID</small>	
	Alternative E-mail address		
Residence Address	Street Address		
	City	State	
	Country	Pin/Zip Code	
	Correspondence Address	Street Address	
	City	State	
	Country	Pin/Zip Code	
	Contact Nos. (with STD/ISD codes)	Tel. (Res)	Tel (Off)
Mobile (Mandatory) (Please Note that your daily trade summary will be sent to you on this mobile no. via SMS)		Fax	
Gender (Male / Female)	Date of Birth (DD/MM/YYYY)		
Age	Nationality		
Occupation	<input type="checkbox"/> Employed <input type="checkbox"/> Self Employed <input type="checkbox"/> Business <input type="checkbox"/> Professional <input type="checkbox"/> House Wife <input type="checkbox"/> Others		
Nature of Job/Business/Work	Experience (No of years)		
Employers/Establishment Name			
Office Address			
Office Tel. No	Date of Formation of HUF/ Firm (DD/MM/YYYY)		
Office Fax No.			
Educational Qualification	<input type="checkbox"/> Under Graduate <input type="checkbox"/> Post Graduate <input type="checkbox"/> Others (Specify) _____ <input type="checkbox"/> Graduate <input type="checkbox"/> Professional		

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Residential Status		<input type="checkbox"/> Indian			<input type="checkbox"/> NRI			<input type="checkbox"/> Foreign National			Marital Status		<input type="checkbox"/> Single		<input type="checkbox"/> Married	
PAN											Passport No./DL/RC/Voter ID No.					
Place of Issue					Date of Issue						Date of Expiry					
Spouse's Name		(First Name)			(Middle Name)			(Last Name)								
		Date of Birth (DD/MM/YYYY)						PAN								
		Occupation						Designation								
		Employer's / Establishment Name														
Primary purpose of trading in Derivatives		<input type="checkbox"/> Speculative			<input type="checkbox"/> Arbitrage			<input type="checkbox"/> Hedging								
Financial Details		Annual Income range			Last Financial Year : FY .....											
		Below Rs. 1,00,000/-			<input type="checkbox"/>											
		Rs. 1,00,001/- to Rs. 500,000/-			<input type="checkbox"/>											
		Rs. 5,00,001/- to Rs. 10,00,000/-			<input type="checkbox"/>											
		Rs. 10,00,001/- to Rs. 25,00,000/-			<input type="checkbox"/>											
		Above Rs. 25,00,001/-			<input type="checkbox"/>											
Investment / Trading Experience		No Prior Experience		In stocks (No. of Years)				In Derivatives (No. of Years)				Any other Investment related field (No. of Years)				
Whether registered with any other broker. If yes, Name of the Broker & Sub Broker					Name of the Exchange					Client Code No.						
Details of any action taken by SEBI / Stock exchange / any other authority against the client for violation of securities laws or other economic offences.																
Bank details of the client (In order of preference)																
Bank Name and Branch		Address		Account Type (SB/Current NRE/NRO)		Account Number		MICR CODE				First/Joint holder				
(Copy of a Cancelled Cheque Leaf / Pass Book / Bank Statement containing name of Constituent should be submitted)																
Depository Participant details of the client (In order of presence)																
DP Name and Address			DP ID			Beneficiary A/c. No.			First/Joint Holder			Default for PO * (Pls tick)				
* PO - Pay-out																
Trading Preference																
Stock Exchanges on which you wish to trade :						Market segments you wish to trade :										
<input type="checkbox"/> National Stock Exchange		<input type="checkbox"/> Bombay Stock Exchange		<input type="checkbox"/> MCX Stock Exchange		<input type="checkbox"/> Capital Market/Cash Segment		<input type="checkbox"/> Derivatives Market		<input type="checkbox"/> Debt Market						
<p><b>I/We hereby confirm that I/We have never been debarred from dealing in capital market and also never been suspended, expelled, defaulted at any stock exchange. I/We are not a member / sub-broker at any exchange.</b></p> <p>The details furnished by me are true to the best of my knowledge and belief. In case if any of the above information is found be false or untrue then I/We am/are liable to be debarred from doing business both in derivatives and cash segments. I/We also agree to furnish such further information as you or exchange may require from me/us and I/We agree that if I/We fail to give such information, you shall have the right to cancel my registration and the exchange shall have the right to debar me/us from doing business both in derivatives and cash segments.</p>																
Signature of the Individual/ Karta / Sole Proprietor (with seal)												Name of the Signatory				
												Place				
												Date				

To,

**SSJ FINANCE & SECURITIES PVT. LTD.**

Member: Bombay Stock Exchange Ltd. (BSE)  
 SEBI Regn. No.: INB / INF 010960458  
 Member: National Stock Exchange (NSE)  
 SEBI Regn. No.: INB / INF / INE 231118333  
 Members : MCX Stock Exchange Ltd.  
 SEBI Reg No : INE 261118333

**M/S. SURESHCHAND S. JAIN**

Clearing Member  
 SEBI Regn. No.: INB / INF 230650717


1st Floor, Merchant Chamber, Opp. Patkar Hall,  
 41, New Marine Lines, Mumbai - 400 020  
 T : +91-22 6701 8800  
 F : +91-22 6701 8899

Unique Constituent Code	
Group ID	

**REGISTRATION AND ACCOUNT OPENING FORM - NON INDIVIDUAL / CORPORATE / PARTNERSHIP / INSTITUTION**

We request you to register us as your client and enable us to trade in the Cash & Derivatives Segment of NSE and BSE pursuant to the agreement entered into with you. The following information is being provided by the undersigned for the purpose of opening an account at SSJ Finance & Securities Pvt. Ltd. for trading in cash and derivative segments. We will promptly notify you in writing of any material changes in this application or in Annexures to this application. (This information is the sole property of the trading member / brokerage house and would not be disclosed to anyone unless required by law or in case of express permission of client.)

Unique identification Number (where obtained)																				
Name of the Corporate / Firm																				
E-mail (Required)	Primary E-mail address	_____ @jaldimail.com <small>Client Trading ID</small>																		
	Alternative E-mail address																			
Registered Office Address	Street Address																			
	City								State											
	Country								Pin/Zip Code											
Correspondence Address	Street Address																			
	City								State											
	Country								Pin/Zip Code											
Contact Nos. (with STD/ISD Code)	Tel.								Fax											
Mobile (Mandatory) ( Please Note that your daily trade summary will be sent to you on this mobile no. via SMS)																				
Date of Incorporation / Formation						Date of Commencement of Business														
Registration No.(with ROC, SEBI or any Government Authority)																				
Nature of Business																				
Client Type	Corporate <input type="checkbox"/> Partnership <input type="checkbox"/> Trust <input type="checkbox"/> OCB <input type="checkbox"/> FII <input type="checkbox"/> MF <input type="checkbox"/> Others Specify _____																			
PAN						RBI/SEBI/ROC/Trust Reg. No.														
Date of Reg.						Place of Reg.														
Name of Contact Person						Designation														
Contact Person's Tel.						Mobile														

Investment/Trading Experience	No Prior Experience		In Stocks (Years)		In Derivatives (Years)		Any Other Investment related Field (Years)	
Whether registered with any other broker if yes, Name of the Broker & Sub-broker				Name of the Exchange		Client Code No.		
Name, Address and Contact Nos. of Sub-broker currently registered with :								
Details of Partners / Whole Time Directors and Individual Promoters						to be enclosed as per Annexure No.2 <input type="checkbox"/>		
Details of persons authorised to deal in securities on behalf of the company / firm / others						to be enclosed as per Annexure No.2 & 3 <input type="checkbox"/>		
Details of any action taken by SEBI / Stock exchange / any other authority against the constituent or its Partners / Promoters / whole time directors / authorised persons in charge of dealing in securities for violation of securities laws / or other economic offences.								
Bank details of the client (In order of preference)								
Bank Name and Branch	Address	Tel. No.	Account Type (SB/CD NRE/NRO)	Account Number	MICR CODE			First / Joint holder
(Copy of a Cancelled Cheque Leaf / Pass Book / Bank Statement containing name of Constituent should be submitted)								
Depository Participant details of the client (In order of preference)								
DP Name and Address	DP ID		Beneficiary A/c No.			First / Joint Holder		Default for PO* (Pls tick)
* PO - Pay-out								
Trading Preference								
Stock Exchanges on which you wish to trade :				Market segments you wish to trade :				
<input type="checkbox"/> National Stock Exchange <input type="checkbox"/> Bombay Stock Exchange <input type="checkbox"/> MCX Stock Exchange				<input type="checkbox"/> Debt Market <input type="checkbox"/> Capital Market / Cash Segment <input type="checkbox"/> Derivatives Market				
<b>I/We hereby confirm that I/We have never been debarred from dealing in capital market and also never been suspended, expelled, defaulted at any stock exchange. I/We are not a member / sub-broker at any exchange.</b>								
The details furnished by me are true to the best of my knowledge and belief. In case if any of the above information is found to be false or untrue then I/We am/are liable to be debarred from doing business both in derivatives and cash segments. I/We also agree to furnish such further information as you or exchange may require from me/us and I/We agree that if I/We fail to give such information, you shall have the right to cancel my registration and the exchange shall have the right to debar me/us from doing business both in derivatives and cash segments.								
Signature & Seal of the Authorised Signatory / Partner					Name of the Signatory			
					Place			
					Date			

# ANNEXURE - 1

(Voluntary)

To,  
**M/s. SSJ Finance Group of Companies**  
1st Floor, Merchant Chamber, Opp. Patkar Hall,  
41, New Marine Lines, Mumbai - 400 020

Date : \_\_\_\_\_

Sir,

## Letter of Authority For Adjustment of Balance In Family Accounts

We understand that Adjustment of balance in Family accounts is a specialized service offered by the Member which is optional in nature and this document has been signed by us voluntarily without any coercion or force. We also understand that we have a right to terminate this document. However in such an event this facility shall be liable to be terminated.

We, the below mentioned persons/associate concerns are existing clients of the SSJ Finance Group of Companies i.e. . M/s SSJ Finance & Securities Pvt. Ltd. (Member: BSE, NSE, CSE, MCX-SX ) and /or M/s. SSJ Commodities Pvt. Ltd. (Member: MCX, NCDEX, NMCE, NSEL). For the purpose of our operations with you, we agree to be treated as constituents of the 'family' of the Client and therefore be treated as a group account.

For the purpose of operations with you, we have agreed among ourselves to be collectively treated as a family of accounts for our transaction with you in terms of the agreement executed by us with you separately.

In order to facilitate operations, we hereby authorize you to set off, transfer or adjust the outstanding( including interest on delayed payment , DP charges and any other debits) In any of the above mentioned accounts against credits available or arising in any of the above accounts irrespective of the fact that such credits in the accounts may pertain to transaction in any segment of any exchange and/or may pertain to the value of cash margin or against the value of sale proceeds of collateral shares provided to you by any constituent (s) of the family.

I/ We further agree that, I/We shall not make any claim from SSJ Finance Group of Companies in any manner whatsoever of any collateral adjusted from cash or securities in my account to setoff the outstanding debit amounts in the abovementioned accounts and I/We further state that if anybody on my/our behalf claims the above said adjusted amount, the said act shall be null and void and shall be ineffective from all corners.

We agree to intimate you from time to time of any additions or deletions of clients to the said family . We agree that any deletion shall take effect only on completion of settlement and adjustments of balances in all the accounts of the clients belonging to the family.

We have affixed our signature below consenting to the above mentioned terms of adjustments.

Sr. No .	Name	Client Code (for office use only)	Relationship	Signature <b>S</b>
				<b>S</b>
				<b>S</b>
				<b>S</b>
				<b>S</b>
				<b>S</b>

Date :

**S** \_\_\_\_\_  
5/51

# ANNEXURE -1A

(Voluntary)

## CONSENT TO RECEIVE THE CONTRACT NOTE BY E-MAIL

To,  
**M/s. SSJ Finance & Securities Pvt Ltd**  
1st Floor, Merchant Chamber, Opp. Patkar Hall,  
41, New Marine Lines, Mumbai - 400 020

Dated : \_\_\_\_\_

Sir,

I/ We hereby consent to receive the contract note/trade confirmations of the trade executed by me/us, bills and account statements thereof, ledger confirmation, margin & demat account, holding statement, notices, circulars, amendments and such other correspondence or documents in electronic form duly authenticated by means of a digital signature as specified in the Information Technology Act 2000 and the rules made there under, at the primary email ID created for this purpose or to any of my below mentioned alternative email ID (said email ids) :

_____ ("Client Trading ID")	<b>S</b> 6/51
Forwarding E -mail ID	

I/We further hereby agree that the member shall fulfill the legal obligation, if the above documents are sent electronically to any one of the said e-mail IDs. I/ We undertake to check the contract notes and bring the discrepancies to your notice within 48 hours of the execution of the trade. My /our non-verification or not accessing the contract notes on regular basis shall not be a reason for disputing the contract note at any time. I/We agree that the member will not be responsible for non receipt of documents sent via electronic delivery due to change in email address/ correspondence address as mentioned below or for any other reason which inter alia include the malfunction of my/our computer system/server/internet connection etc. I/We also agree that the member shall not take cognizance of out-of-office/out of station auto replies and I/We shall be deemed to have received such electronic mails. Further non receipt of bounced mail notification by you shall amount to delivery of the said document at my email ID.

My Unique Client Code is \_\_\_\_\_

Yours faithfully,

Client's Signature : **S** .....  
7/51

Client's Name :

## ANNEXURE - 2

From : \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Date :

### **DETAILS OF ALL PARTNERS / DIRECTORS AND INDIVIDUAL PROMOTERS HOLDING 5% OR MORE OF THE SHARE CAPITAL, EITHER DIRECTLY OR INDIRECTLY**

(Please add additional sheet, if required)

**We declare the information provided below to be true, correct and complete.**

<u>Name &amp; Designation</u>	<u>Specimen Signatures</u>	<u>Photographs</u>				
1 ..... Designation: Partner/Promoter/Promoter Director/Whole-time Director ..... Resi. Add. & Tel. No. .... ..... % Stake: ..... .....	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; text-align: center;">Signature with stamp <b>S</b></td> <td style="width: 50%;"></td> </tr> <tr> <td style="text-align: center;">Initial <b>I</b></td> <td></td> </tr> </table>	Signature with stamp <b>S</b>		Initial <b>I</b>		Please sign across the Photograph  <b>S</b>
Signature with stamp <b>S</b>						
Initial <b>I</b>						
Authorised Signatory : Yes / No						
2 ..... Designation: Partner/Promoter/Promoter Director/Whole-time Director ..... Resi. Add. & Tel. No. .... ..... % Stake: ..... .....	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; text-align: center;">Signature with stamp <b>S</b></td> <td style="width: 50%;"></td> </tr> <tr> <td style="text-align: center;">Initial <b>I</b></td> <td></td> </tr> </table>	Signature with stamp <b>S</b>		Initial <b>I</b>		Please sign across the Photograph  <b>S</b>
Signature with stamp <b>S</b>						
Initial <b>I</b>						
Authorised Signatory : Yes / No						
3 ..... Designation: Partner/Promoter/Promoter Director/Whole-time Director ..... Resi. Add. & Tel. No. .... ..... % Stake: ..... .....	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; text-align: center;">Signature with stamp <b>S</b></td> <td style="width: 50%;"></td> </tr> <tr> <td style="text-align: center;">Initial <b>I</b></td> <td></td> </tr> </table>	Signature with stamp <b>S</b>		Initial <b>I</b>		Please sign across the Photograph  <b>S</b>
Signature with stamp <b>S</b>						
Initial <b>I</b>						
Authorised Signatory : Yes / No						
4 ..... Designation: Partner/Promoter/Promoter Director/Whole-time Director ..... Resi. Add. & Tel. No. .... ..... % Stake: ..... .....	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; text-align: center;">Signature with stamp <b>S</b></td> <td style="width: 50%;"></td> </tr> <tr> <td style="text-align: center;">Initial <b>I</b></td> <td></td> </tr> </table>	Signature with stamp <b>S</b>		Initial <b>I</b>		Please sign across the Photograph  <b>S</b>
Signature with stamp <b>S</b>						
Initial <b>I</b>						
Authorised Signatory : Yes / No						



5 .....  
 Designation: Partner/Promoter/Promoter Director/Whole-time Director .....  
 Resi. Add. & Tel. No. ....  
 .....  
 % Stake:  
 .....

Signature with stamp S		Please sign across the Photograph S
Initial I		

Authorised Signatory : Yes / No

6 .....  
 Designation: Partner/Promoter/Promoter Director/Whole-time Director .....  
 Resi. Add. & Tel. No. ....  
 .....  
 % Stake:  
 .....

Signature with stamp S		Please sign across the Photograph S
Initial I		

Authorised Signatory : Yes / No

**Note : Partnership firms need to provide list of Authorised Signatories on letterhead as per Annexure - 6 and corporates need to provide board resolution as per Annexure - 7**

**ANNEXURE - 3**  
**AUTHORISED SIGNATORIES**  
 (Please add additional sheet, if required)  
**(Other than those Mentioned in Annexure - 2)**

1. The following persons are authorised to trade and sign singly /jointly\* on any document regarding funds / securities transfer and miscellaneous matters for and on behalf of the client.

<u>Name &amp; Designation</u>	<u>Specimen Signatures</u>	<u>Photographs</u>				
1 ..... Designation ..... Resi. Add. & Tel. No. .... ..... .....	<table border="1"> <tr> <td>Signature with stamp S</td> <td></td> </tr> <tr> <td>Initial I</td> <td></td> </tr> </table>	Signature with stamp S		Initial I		Please sign across the Photograph S
Signature with stamp S						
Initial I						
2 ..... Designation ..... Resi. Add. & Tel. No. .... ..... .....	<table border="1"> <tr> <td>Signature with stamp S</td> <td></td> </tr> <tr> <td>Initial I</td> <td></td> </tr> </table>	Signature with stamp S		Initial I		
Signature with stamp S						
Initial I						
3 ..... Designation ..... Resi. Add. & Tel. No. .... ..... .....	<table border="1"> <tr> <td>Signature with stamp S</td> <td></td> </tr> <tr> <td>Initial I</td> <td></td> </tr> </table>	Signature with stamp S		Initial I		Please sign across the Photograph S
Signature with stamp S						
Initial I						

\*Please delete accordingly.

## ANNEXURE - 4

### **DECLARATION BY FIRM (SOLE-PROPRIETORSHIP)**

**To,**  
**SSJ Finance Group**  
**1st Floor, Merchant Chamber,**  
**Opp. Patkar Hall, 41, New Marine Lines,**  
**Mumbai - 400 020**

(To be obtained on Pre-Printed Letter Head of the Firm)

Dated : \_\_\_\_\_

Dear Sir ,

I refer to the trading account opened with M/s. SSJ Finance & Securities Pvt. Ltd. in the name of .....  
and declare and authorize you as under :

- I recognize that a beneficiary account cannot be opened with a depository participant in the name of a sole proprietorship firm as per Depository Regulations. To facilitate the operation of the above trading account with you and for the purpose of completing the share transfer obligations pursuant to the trading operations, I authorize you to recognize the beneficiary Account No. .... with Depository ..... having DP ID ..... opened in the name of the undersigned who is the sole proprietor of the firm.
- I agree that the obligation for shares purchased and/or sold by the firm will be handled and completed through transfers to/from the above-mentioned account. I recognize and accept transfers made by you to the beneficiary account as completion of obligations by you in respect of trades executed in the above trading account of the firm.

Signature **S** ..... (Please sign with stamp of the firm)

The cheques / DDs may be issued by me from my individual account or my joint account with some one else. The amounts so given shall be solely/exclusively for credit to the account of my sole proprietorship firm M/s. ....With M/s. SSJ Finance & Securities Pvt. Ltd. I shall not lay any claim whatsoever in future against the SSJ Finance Group of Companies affording credit of such cheques/DDs issued from my individual / joint account credit of which has been provided by the SSJ Finance Group of Compines to the account of my proprietorship firm M/s.....

Thank you.  
Yours Truly

Name :

Address :

Signature **S** .....  
(Please sign without stamp of the firm)

## ANNEXURE - 5

### **TO BE GIVEN BY GUARDIAN**

(In case of account opening for minor)

Dated : \_\_\_\_\_

**To,**  
**SSJ Finance Group**  
**1st Floor, Merchant Chamber,**  
**Opp. Patkar Hall, 41, New Marine Lines,**  
**Mumbai - 400 020**

Ref.: Trading Account No. ....

Dear Sir,

This is with reference to the account opened in the name of Minor ..... U/G of Mr. / Ms. .... With SSJ FINANCE & SECURITIES PVT. LTD. for the purposes of dealing in securities on the stock exchange(s).

With reference to the aforementioned trading account, you are requested to kindly accept transfer of funds/transfer of securities to/from the account of the minor Master/Ms. .... as per the bank and DP details given below for all future dealings in the trading account :

#### BANK DETAILS

Bank Account No.	
Bank Name	
Branch	

#### DP DETAILS

Beneficiary ID No.	
DP ID No.	
DP Name	

I shall be held personally responsible for all the debit and credit transactions dealt in the above account. Kindly do the needful.

Thank you.  
Yours Truly

Name :

Address :

Relationship with minor :

Signature **S** .....

## ANNEXURE - 6

### **AUTHORITY LETTER IN FAVOUR OF MANAGING PARTNER/(S)**

(To be obtained on Pre-Printed Letter Head of the Firm)

**SSJ Finance Group**  
**1st Floor, Merchant Chamber,**  
**Opp. Patkar Hall, 41, New Marine Lines,**  
**Mumbai - 400 020**

Dated : \_\_\_\_\_

Dear Sir

We the partners of M/s ..... a partnership firm, having its office at ..... city ..... state ..... hereby authorize Mr./Ms. .... and Mr./Ms. .... to open a securities trading account in Capital Market Segment, F & O segment and Retail Debt Market segment on behalf of the firm M/s. .... with the Trading Members SSJ FINANCE & SECURITIES PVT. LTD. (Member : BSE, NSE, MCX-SX) for sale and purchase of shares / derivative instruments including currency Derivatives Segment in Capital Market Segment (CM) and/or Futures and Options segment (F&O) and /or Retail Debt Market Segments (RDM) or any other segment that may be introduced by NSE/BSE/MCX-SX in future. He/She/They is/are authorized on behalf of the firm to deal in equities, derivatives, debentures, debt products and Mr./Ms ..... and Mr./Ms. .... is/are authorized to sell, purchase, transfer, endorse, negotiate documents and/or otherwise deal through SSJ FINANCE & SECURITIES PVT. LTD. on behalf of the firm M/s.....He/She/They is/are also authorized to sign, execute and submit such applications, undertakings, agreements and other requisite documents, writings and deeds as may be deemed necessary or expedient to open account and give effect to this purpose.

However any partner/authorized signatory (ies) can issue cheques from bank account in favour of SSJ FINANCE & SECURITIES PVT. LTD. for credit to Share Trading account of the firm with SSJ FINANCE & SECURITIES PVT. LTD. even though his/their signatures may not be available on the records of SSJ FINANCE & SECURITIES PVT. LTD. These cheques may either be from the account of partnership firm or from individual account, the said amount so given shall be solely / exclusively for the account of the firm maintained with SSJ FINANCE & SECURITIES PVT. LTD.

We also recognize that a beneficiary account can not be opened with a Depository Participant in the name of the partnership firm as per Depository regulations. To facilitate the operation of the above trading account with you and for the purpose of completing the securities transfer obligations, pursuant to the trading operations, we authorize you to recognize the beneficiary account No. .... opened singly / jointly in the name of Managing partner/partners of the firm. We agree that the obligations for shares purchased and/or sold by the firm will be handled an completed through transfers to/from the above-mentioned account. We recognize and accept transfers made by you to the beneficiary account as complete discharge of obligations by you in respect of trades executed in the above trading account of the firm.

Thank you.

Yours Truly,

Signature of Partner **S** .....

Signature of Partner **S** .....

Name :

Signature of Partner **S** .....

Signature of Partner **S** .....

Name :

(Signatures of all the partners with the rubber stamp)

## ANNEXURE - 7

### **FORMAT OF BOARD RESOLUTION IN CASE OF CORPORATE**

(To be obtained on pre-printed letterhead of the company)

CERTIFIED TRUE COPY OF THE RESOLUTION PASSED IN THE MEETING OF THE BOARD OF DIRECTORS OF \_\_\_\_\_ LTD.  
AND HAVING ITS REGISTERED OFFICE AT \_\_\_\_\_ HELD  
ON \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_\_\_ AT \_\_\_\_\_ A.M. / P.M.

RESOLVED THAT the Company is empowered to deal on Capital Market segment, Futures and Options including currency Derivatives Segment, Retail Debt Market segment or any other segment that may be introduced by NSE, BSE, MCX , MCX-SX, NCDEX, NSEL and NMCE and in pursuance of the same do enter into agreement with SSJ Finance & Securities Pvt. Ltd., Members of The National Stock Exchange of India Ltd. (NSE), Bombay Stock Exchange Ltd. (BSE), MCX-Stock Exchange Ltd. (MCX-SX) and the said Trading Member be and is hereby authorised to honour all instructions, oral or written, given on behalf of the Company by any of the under noted authorised signatories:

Further Resolved that a Beneficiary Account for the company be opened with **CDSL Depository** Participant, **SSJ FINANCE & SECURITIES PVT. LTD.**, 1st Floor, Merchant Chamber, Opp. Patkar Hall, 41, New Marine Lines, Mumbai - 400 020 and the said Depository Participant be and is hereby authorized to honor receipt Instructions, execute delivery, pledge Hypothecate shares, on behalf of the company by any of the under noted authorised signatories:

Sr. No.	Name of Authorised Person	Designation	Specimen Signature
1.	_____	_____	_____
2.	_____	_____	_____

The above person(s) is/are authorised to sell, purchase, transfer, endorse, negotiate documents and/or otherwise deal through SSJ Finance & Securities Pvt. Ltd. on behalf of the Company. The above persons are further authorised to give a power of attorney (POA) as deemed appropriate, (In favor of SSJ Finance & Securities Pvt. Ltd.) for the operation of the demat account so opened.

RESOLVED FURTHER THAT the above mentioned persons are hereby authorised to sign, execute and submit such applications, undertakings, agreements and other requisite documents, writings and deeds as may be deemed necessary or expedient to open account and give effect to this resolution.

RESOLVED FURTHER THAT, the Common Seal of the Company be affixed, wherever necessary to give effect to this resolution.

For \_\_\_\_\_ LTD.

Chairman/Company Secretary (Signature to be verified by the Banker)

## **ANNEXURE - 8**

### **DECLARATION BY KARTA & ALL CO-PARCENERS IN CASE OF HUF ACCOUNT**

(To be obtained on Pre-Printed Letter Head of the HUF)

**Dated:** \_\_\_\_\_

**SSJ Finance Group  
1st Floor, Merchant Chamber,  
Opp. Patkar Hall, 41, New Marine Lines,  
Mumbai - 400 020**

WHEREAS the Hindu Undivided Family of Mr. \_\_\_\_\_ is carrying on business in the firm name and style of \_\_\_\_\_ at \_\_\_\_\_ and we intend to deal, have or desire to have a Trading Account with SSJ Finance & Securities Pvt. Ltd. & SSJ Commodities Pvt. Ltd. (hereinafter collectively referred to as 'Member') as well as have a Beneficiary Owner's Account (Demat) with SSJ Finance & Securities Pvt. Ltd; Depository Participant (DP) of CDSL. We, undersigned, hereby confirm and declare that we are the present adult co-parceners of the said joint family; that Mr. \_\_\_\_\_ is the present Karta of the said joint family.

We confirm that affairs of the HUF firm are carried on mainly by the Karta Mr. \_\_\_\_\_ on behalf and in the interest and for the benefit of all the co-parceners. We hereby authorise the Karta Mr. \_\_\_\_\_ on behalf of the HUF to deal on Capital Market Segment (CM), Future & Options Segment (F&O), or any others Segment that may be introduced by BSE/NSE/NCDEX/MCX/MCX-SX/NMCE/NSEL as well as operate the Beneficial Owner's Account in future and the said Member and DP are hereby authorised to honor all instruction oral or written, given by him on behalf of the HUF.

Mr. \_\_\_\_\_ is authorised to sell, purchase, transfer, endorse, issue instructions, negotiate documents and / or otherwise deal through SSJ Finance & Securities Pvt. Ltd. & SSJ Commodities Pvt. Ltd. on behalf of the HUF \_\_\_\_\_. He is also authorised to sign, execute and submit such applications, undertakings, agreements and other requisite documents, writings and deeds as may be deemed necessary / expedient to open account and give effect to this purpose. We are however, jointly and severally responsible for all liabilities of the said HUF firm to the Member / DP and agree and confirm that any claim due to the Member / DP from the said HUF firm shall be recoverable from the assets of any one or all of us and also from the estate of the said joint family including the interest thereon of every co-parcener of the said joint family including the share of the minor co-parceners, if any.

We undertake to advise the Member / DP in writing of any change that may occur in the Kartaship or in the constitution of the said joint family or of said HUF firm and until receipt of such notice by the Member / DP shall be binding on the said joint family and the said HUF firm and on our respective estates. We shall, however, continue to be liable jointly and severally to the Member / DP for all dues obligations of the said HUF firm in the Member's book on the date of the receipt of such notice by the Member and until all such dues and obligations shall have been liquidated and discharged.

The names and dates of birth of the present co-parceners including minor co-parceners of the said joint family are given below. We undertake to inform you in writing as and when each of the minor members attains the age of majority and is authorised to act on behalf of, and bind the said HUF Firm.

Name of Member of HUF (Including minor)	Father's Name	Relationship with Karta	Date of Birth
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

We have received and read a copy of the Member's rules and regulation for the conduct of Trading Accounts and we agree to comply with and be bound by the said rules now in force or any changes that may be made therein from time to time.

Thank you.  
Yours Truly,

Name:

Address:

\_\_\_\_\_  
(Signature of KARTA)      (Signature of Adult Co-parcener)      (Signature of Adult Co-parcener)      (Signature of Adult Co-parcener)

(Along with rubber stamp of HUF)

# COMBINED RISK DISCLOSURE DOCUMENT FOR CAPITAL MARKET/CASH SEGMENT FUTURES & OPTIONS AND CURRENCY DERIVATIVES SEGMENT

## TO THE CLIENT

The document is issued by the member of the National Stock Exchange of India (hereinafter referred to as "NSE") / Bombay Stock Exchange, (hereinafter referred to as "BSE"), MCX Stock Exchange (hereinafter referred to as "MCX-SX") which has been formulated by the Exchanges in coordination with the Securities and Exchange Board of India (hereinafter referred to as "SEBI") and contains important information on trading in Equities, F & O Currency Derivatives Segments of NSE/BSE/MCX-SX. All prospective constituents should read this document before trading on Capital Market/ Cash Segment or F & O and Currency Derivatives segment of the Exchanges.

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

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

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

It must be clearly understood by you that your dealings on NSE/BSE/MCX-SX through a member shall be subject to your fulfilling certain formalities set out by the member, which may inter alia include your filling the know your client form, client form, client registration form, execution of and an agreement etc. And are subject to the Rules, Byelaws and Regulations of NSE/BSE/MCX-SX and its Clearing Corporation, guidelines prescribed by SEBI and in force from time to time and Circulars as may be issued by NSE/BSE/MCX-SX or its Clearing Corporation/Clearing House and in force from time to time.

NSE/BSE/MCX-SX does not provide or purport to provide any advice and shall not be liable to any person who enters into any business relationship with any trading member and/or sub-broker of NSE/BSE/MCX-SX and/or any third party based on any information contained in this document. Any information contained in this document must not be construed as business advice/investment advice. No consideration to trade should be made without thoroughly understanding and reviewing the risks involved in such trading. If you are unsure, you must seek professional advice on the same. In considering whether to trade or authorize someone to trade for you, you should be aware of or must get acquainted with the following:

### 1. BASIC RISKS INVOLVED IN TRADING ON THE STOCK EXCHANGE (EQUITY AND OTHER INSTRUMENTS)

#### 1.1 Risk of Higher Volatility :

Volatility refers to the dynamic changes in price that securities undergo when trading activity continues on the Stock Exchange. Generally, higher the volatility of a security/contract, greater is its price swings. There may be normally greater volatility in thinly traded securities/contracts than in active securities/contracts. As a result of volatility, your order may only be partially executed or not executed at all, or the price at which your order got executed may be substantially different from the last traded price or change substantially thereafter resulting in notional or real losses.

#### 1.2 Risk of Lower Liquidity :

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

1.2.1 Buying/selling without intention of giving taking delivery of a security, as part of a day trading strategy, may also result into losses, because in such a situation, stocks may have to be sold/purchased at low/high prices, compared to the expected price levels, so as not to have any obligation to deliver/receive a security.

#### 1.3 Risk of Wider Spreads:

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

#### 1.4 Risk reducing orders :

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

1.4.1A "market" order will be executed promptly, subject to availability of orders on opposite side without regard to price and that, while the customer may receive a prompt execution of a "market" order, the execution may be at available prices of outstanding orders, which satisfy the order quantity, on price time priority.

it may be understood that these prices may be significantly different from the last traded price or the best in that security or Derivative Segment.

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

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

#### 1.5 Risk of News Announcements :

Issuers make news announcements that may impact the price of the securities/contracts. These announcements may occur during trading and when combined with the lower liquidity and higher volatility, may suddenly cause an unexpected positive or negative movement in the price of the security / contract.

#### 1.6 Risk of Rumours:

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

#### 1.7 System Risk:

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

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

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

#### 1.8 System / Network Congestion:

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

2. As far as Futures and Options segment is concerned, please note and get yourself acquainted with the following additional features :-

#### 2.1 Effect of "Leverage" or "Gearing"

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

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

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

b. If you fail to deposit the additional margin / amount by the deadline or if an outstanding debt occurs in your account, the broker/member may liquidate a part of or the whole position or substitute securities. In this case, you will be liable for any losses incurred due to such close-outs.

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

d. In order to maintain market stability, the following steps may be adopted: changes in the margin rate, increases in the cash margin rate or others.

These new measures may also be applied to the existing open interests. In such conditions, you will be required to put up additional margins or reduce your positions.

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

#### 2.2 Currency specific risks

1 The profit or loss in transactions in foreign currency-denominated contracts, whether they are traded in your own or another jurisdiction, will be affected by fluctuations in currency



rates where there is a need to convert from the currency denomination of the contract to another currency.

2. Under certain market conditions, you may find it difficult or impossible to liquidate a position. This can occur, for example when a currency is deregulated or fixed trading bands are widened.
3. Currency prices are highly volatile. Price movements for currencies are influenced by, among other things: changing supply-demand relationships; trade, fiscal, monetary, exchange control programs and policies of governments; foreign political and economic events and policies; changes in national and international interest rates and inflation; currency devaluation; and sentiment of the market place. None of these factors can be controlled by any individual advisor and no assurance can be given that an advisor's advice will result in profitable trades for a participating customer or that a customer will not incur losses from such events.

### 2.3 Risk of Option holders

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

### 2.4 Risks of Option Writers

1. If the price movement of the underlying is not in the anticipated direction, the option writer runs the risks of losing substantial amount.
2. The risk of being an option writer may be reduced by the purchase of other options on the same underlying interest and thereby assuming a spread position or by acquiring other types of hedging positions markets or other markets. However, even where the writer has assumed a spread or other hedging position, the risks may still be significant. A spread position is not necessarily less risky than a simple "long" or "Short" position.
3. Transactions that involve buying and writing multiple options in combination, or buying or writing options in combination with buying or selling short the underlying interests, present additional risk to investors. Combination transactions, such as option spreads, are more complex than buying or writings single option. And it should be further noted that, as in any area of investing, a complexity not well understood is, in itself, a risk factor. While this is not to suggest that combination strategies should not be considered, it is advisable, as is the case with all investments in options, to consult with someone who is experienced and knowledgeable with respect to the risks and potential rewards of combination transactions under various market circumstances.

## 3 GENERAL

### 3.1 Commission and other charges

Before you begin to trade, you should obtain a clear explanation of all commission, fees and other charges for which you will be liable. These charges will affect your net profit (if any) or increase your loss.

### 3.2 Deposited cash and property

You should familiarise yourself with the protections accorded to the money or other property you deposit particularly in the event of a firm insolvency or bankruptcy. The extent to which you may recover your money or property may be governed by specific legislation or local rules. In some jurisdictions, property which has been specifically identifiable as your own will be pro-rated in the same manner as cash for purposes of distribution in the event of a shortfall. In case of any dispute with the member, the same shall be subject to arbitration as per the byelaws/regulations of the Exchange.

- 3.3 For rights and obligations of the clients, please refer to Annexure-1 enclosed with this document
- 3.4 The term 'constituent' shall mean and include a client, a customer or an investor, who deals with a member for the purpose of acquiring and/or selling of securities through the mechanism provided by NSE/BSE/MCX-SX.
- 3.5 The term 'member' shall mean and include a trading member, a broker or a stock broker, who has been admitted as such by NSE/BSE/MCX-SX and who holds a registration certificate as a stock broker from SEBI.
- 3.6 This document does not disclose all of the risks and other significant aspects involved in trading on a derivatives market. The constituent should therefore study derivatives trading carefully before becoming involved in it.

I hereby acknowledge that I have received and understood this risk disclosure statement and Annexure-1 containing my rights and obligations.

## ANNEXURE-1 OF RISK DISCLOSURE DOCUMENT

### INVESTORS' RIGHTS AND OBLIGATIONS :

- 1.1 You should familiarise yourself with the protection accorded to the money or other property you may deposit with your member, particularly in the event of a default in the stock market Currency Derivative Segment or the broking firm's insolvency or bankruptcy
  - 1.1.1. Please ensure that you have a documentary proof of your having made deposit of such money or property with the member, stating towards which account such money or property is deposited.
  - 1.1.2. Further, it may be noted that the extent to which you may recover such money or property may be governed by the Bye-laws and Regulations of NSE/BSE/MCX-SX and the scheme of the Investors' Protection Fund in force from time to time.
  - 1.1.3 Any dispute with the member with respect to deposits, margin money etc. and producing an appropriate proof thereof ,shall be subject to arbitration as per the Rules, Bylaws/Regulations of NSE/BSE/MCX-SX or Clearing Corporation / Clearing House.
- 1.2 Before you begin to trade. you should obtain a clear idea from your member of all brokerage. commissions. fees and other charges which will be levied on you for trading. These charges will affect your net cash inflow or out low.
- 1.3 You should exercise due diligence and comply with the following requirements of the NSE/BSE/MCX-SX and/or SEBI
  - 1.3.1 Please deal only with and through SEBI registered members of the Stock Exchange and are enabled to trade on the Exchange. All SEBI registered members are given a registration no., which may be verified from SEBI. The details of all members of

NSE/BSE/MCX-SX and whether they are enabled to trade may be verified from NSE/BSE/MCX-SX website ([www.nseindia.com/www.bseindia.com/www.mcx-sx.com](http://www.nseindia.com/www.bseindia.com/www.mcx-sx.com))

- 1.3.2 Demand any such information, details and documents from the member, for the purpose of verification, as you may find it necessary to satisfy yourself about his credentials.
- 1.3.3 Furnish all such details in full as are required by the member as required in "Know Your Client" form, which may also include details of PAN or Passport or driving Licence or Voters ID, or Ration Card, bank account and depository account, or any such details made mandatory by SEBI/NSE/BSE/MCX-SX at any time, is available with the investor.
- 1.3.4 Execute a broker-client agreement in the form prescribed by SEBI and/or the Relevant Authority of NSE/BSE/MCX-SX or its Clearing Corporation/Clearing House from time to time, because this may be useful as a proof of your dealing arrangements with the member
- 1.3.5 Give any order for buy or sell of a security in writing or in such form or manner, as may be mutually agreed. Giving instructions in writing ensures that you have proof of your intent, in case of disputes with the member.
- 1.3.6 Ensure that a contract note is issued to you by the member which contains minute records of every transaction. Verify that the contract note contains details of order No., Trade number, trade time, trade price, trade quantity, name of security details of Derivatives Contract, client code allotted to you and shows the brokerage separately. Contract notes are required to be given/sent by the member to the investors latest on the next working day of the trade. Contract note can be issued by the member either in electronic form using digital signature as required, or in hard copy. In case you do not receive a contract note on the next working day or at a mutually agreed time, please get in touch with the investors Grievance Cell of NSE/BSE/MCX-SX, without delaying.
- 1.3.7 Facility of Trade Verification is available on NSE/BSE/MCX-SX website ([www.nseindia.com/www.bseindia.com/www.mcx-sx.com](http://www.nseindia.com/www.bseindia.com/www.mcx-sx.com)), where details of trade as mentioned in the contract note may be verified from the trade date upto five trading days. Where trade details on the website, do not tally with the details mentioned in the contract note, immediately get in touch with the Investors Grievance Cell of NSE/BSE/MCX-SX.
- 1.3.8 Ensure that payment/delivery of securities against settlement is given to the concerned member within one working day prior to the date of pay-in announced by NSE/BSE/MCX-SX or its Clearing Corporation / Clearing House. Payments should be made only by account payee cheque in favour of the firm/company of the trading member and a receipt or acknowledgment towards what such payment is made be obtained from the member. Delivery of securities is made to the pool account of the member rather than to the beneficiary account of the member
- 1.3.9 In case pay-out of money and/or securities is not received on the next working day after date of pay-out announced by NSE/BSE/MCX-SX or its Clearing Corporation/ Clearing House, please follow-up with the concerned member for its release. In case pay-out is not released as above from the member within five working days, ensure that you lodge a complaint immediately with the Investors' Grievance Cell of NSE/BSE/MCX-SX.
- 1.3.10 Every member is required to send a complete 'Statement of Accounts', for both funds and securities settlement to each of its constituents, at such periodicity as may be prescribed from time to time. You should report errors, if any, in the Statement immediately, but not later than 30 calendar days of receipt thereof to the member. In case the error is not rectified or there is a dispute, ensure that you refer such matter to the Investors' Grievance Cell of NSE/BSE/MCX-SX, without delaying.
- 1.3.11 In case of complaint against a member/registered sub-broker, you should address the complaint to the Office as may be specified by NSE/BSE/MCX-SX from time to time.
- 1.4 In case where a member surrenders his membership, NSE/BSE/MCX-SX gives a public notice inviting claims, if any, from investors. In case of a claim, relating to "transactions executed on the trading system" of NSE/BSE/MCX-SX, ensure that you lodge a claim with NSE/BSE/MCX-SX/NSCCL/Clearing House within the stipulated period and with the supporting documents.
- 1.5 In case where a member is expelled from trading membership or declared a defaulter, NSE/BSE/MCX-SX gives a public notice inviting claims, if any from investors. In case of a claim, relating to "transactions executed on the trading system" of NSE/BSE/MCX-SX, ensure that you lodge a claim with NSE/BSE/MCX-SX within the stipulated period and with the supporting documents.
- 1.6 Claims against a defaulter/expelled member found to be valid as prescribed in the relevant Rules/Bye-Laws and the scheme under the Investors' Protection Fund (IPF) may be payable first out of the amount vested in the Committee for Settlement of Claims against Defaulters on pro-rata basis if the amount is inadequate. The balance amount of claims if any, to a maximum amount of Rs.10 lakhs per investor claim, per defaulter / expelled member may be payable subject to such claims being found payable under the scheme of the IPF.

### Notes :

1. The term 'constituent' shall mean and include a client, a customer or an investor, who deals with trading member of NSE/BSE/MCX-SX for the purpose of acquiring and / or selling of securities / contract through the mechanism provided by NSE/BSE/MCX-SX.
2. The term 'member' shall mean and include a member or a broker or a stockbroker, who has been admitted as such by NSE/BSE/MCX-SX and who holds registration certificate as a stock broker from SEBI.
3. NSE/BSE/MCX-SX may be substituted with names of the relevant exchanges, wherever applicable.
4. The term 'contract' refers to Derivatives Contract and term 'Underlying' refers to the Underlying Asset to such contract.

9/51

S

Customer Signature

(If Partner, Corporate, or other Signatory, then attest with company seal.)

Customer Name: \_\_\_\_\_

Dated: \_\_\_\_\_

## Agreement between Stock Broker and Client (BSE)

**i** 10/51 This agreement is made and executed at Mumbai this \_\_\_\_\_ Day of \_\_\_\_\_, 20\_\_\_\_\_ between :

M/s. **SSJ Finance & Securities Pvt. Ltd.** a body corporate, incorporated under the provisions of the Companies Act, 1956, being a member of the **Bombay Stock Exchange Ltd.** (hereinafter called 'the Exchange') and having its registered office at **Surya Mahal, 1st Floor, 5 Burjorji Bharucha Marg, Fort, Mumbai - 400 001.** (hereinafter called "**STOCK BROKER**") which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include himself in the capacity of a member while trading in the derivatives segment, its heirs, executors, administrators and legal representatives/the partners for the time being of the said firm, the survivor or survivors of them and their respective heirs, executors, administrators and legal representatives/its successors, as the case may be, **of the One Part;**

**And**

**i** 11/51 Mr./Ms/M/s. \_\_\_\_\_, an individual / a sole proprietary concern / a partnership firm / a body corporate, registered / incorporated, under the provisions of the Indian Partnership Act, 1932 / the Companies Act, 1956, having his / her / its residence / registered office at \_\_\_\_\_

**i** 12/51 \_\_\_\_\_ (Hereinafter called "**CLIENT**") which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include his / her heirs, executors, administrators and legal representatives / the partners for the time being of the said firm, the survivor or survivors of them and their respective heirs, executors, administrators and legal representatives / its successors, as the case may be, **of the Other Part;**

Whereas the stock broker is registered as the stock broker of the Exchange with SEBI registration number **INB-010960458** in the Capital Market/ Cash Segment and SEBI registration number **INF-010960458** in the Futures and Options Segment

Whereas the client is desirous of investing/trading in those securities / contracts / other instruments admitted to dealings on the Exchange as defined in the Rules, Byelaws and Regulations of the Exchange and circulars issued thereunder from time to time.

Whereas the client has satisfied itself of the capacity of the stock broker to deal in securities and/or deal in derivatives contracts and wishes to execute its orders through the stock broker and the client shall from time to time continue to satisfy itself of such capability of the stock broker before executing orders through the stock broker.

Whereas the stock broker has satisfied and shall continuously satisfy itself about the genuineness and financial soundness of the client and investment objectives relevant to the services to be provided; and

Whereas the stock broker has taken steps and shall take steps to make the client aware of the precise nature of the Stock broker's liability for business to be conducted, including any limitations, the liability and the capacity in which the stock broker acts.

WHEREAS the stock broker and the client agree to be bound by all the Rules, Bye- laws and Regulations of the Exchange and circulars issued thereunder and Rules and Regulations of SEBI and relevant notifications of Government authorities as may be in force from time to time.

Now, therefore, in consideration of the mutual understanding as set forth in this agreement, the parties thereto have agreed to the following terms and conditions:

1. The client agrees to immediately notify the stock broker in writing if there is any change in the information in the 'client registration form' provided by the client to the stock broker at the time of opening of the account or at any time thereafter.
2. The stock broker declares that it has brought the contents of the risk disclosure document to the notice of client and made him aware of the significance of the said document. The client agrees that:
  - A. He has read and understood the risks involved in trading on a stock exchange.
  - B. He shall be wholly responsible for all his investment decisions and trades.
  - C. The failure of the client to understand the risk involved shall not render a contract as void or voidable and the client shall be and shall continue to be responsible for all the risks and consequences for entering into trades in the segments in which the client chose to trade.
  - D. He is liable to pay applicable initial margins, withholding margins, special margins or such other margins as are considered necessary by the stock broker or the Exchange or as may be directed by SEBI from time to time as applicable to the segment(s) in which the client trades. The stock broker is permitted in its sole and absolute discretion to collect additional margins (even though not required by the Exchange, Clearing House/Clearing Corporation or SEBI) and the client shall be obliged to pay such margins within the stipulated time.
  - E. Payment of margins by the client does not necessarily imply complete satisfaction of all dues. In spite of consistently having paid margins, the client may, on the closing of its trade, be obliged to pay (or entitled to receive) such further sums as the contract may dictate/require.
3. The Client agrees to pay to the stock broker brokerage and statutory levies as are prevailing from time to time and as they apply to the Client's account, transactions and to the services that stock broker renders to the Client. The stock broker agrees that it shall not charge brokerage more than the maximum brokerage permissible as per the rules, regulations and bye -laws of the relevant stock exchange/SEBI.
4. The client agrees to abide by the exposure limits , if any, set by the stock broker or by the Exchange or Clearing Corporation or SEBI from time to time.
5. Without prejudice to the stock broker's other rights (including the right to refer a matter to arbitration), the stock broker shall be entitled to liquidate/close out all or any of the client's positions for non-payment of margins or other amounts, outstanding debts, etc. and adjust the proceeds of such liquidation / close out, if any, against the client's liabilities/ obligations. Any and all losses and financial charges on account of such liquidation/closing -out shall be charged to and borne by the client.
6. The stock broker agrees that the money/securities deposited by the client shall be kept in a separate account, distinct from his/its own account or account of any other client and shall not be used by the

- stock broker for himself/itself or for any other client or for any purpose other than the purposes mentioned in SEBI Rules and Regulations circulars/guidelines/Exchanges Rules/Regulations/ Bye- laws and circulars.
7. The client agrees to immediately furnish information to the stock broker in writing , if any winding up petition or insolvency petition has been filed or any winding up or insolvency order or decree or award is passed against him or if any litigation which may have material bearing on his capacity has been filed against him.
  8. The stock broker agrees to inform the client and keep him apprised about trading/settlement cycles, delivery/payment schedules, any changes therein from time to time, and it shall be the responsibility in turn of the client to comply with such schedules/procedures of the relevant stock exchange.
  9. In the event of death or insolvency of the client or his/its otherwise becoming incapable of receiving and paying for or delivering or transferring securities which the client has ordered to be bought or sold, stock broker may close out the transaction of the client and claim losses, if any, against the estate of the client. The client or his successors, heirs and assigns shall be entitled to any surplus which may result there from.
  10. The stock broker agrees that it shall co-operate in redressing grievances of the client in respect of transactions routed through it and in removing objections for bad delivery of shares, rectification of bad delivery, etc. in respect of shares and securities delivered/to be delivered or received/to be received by the client.
  11. The stock broker shall continue to be responsible for replacing bad deliveries of the client in accordance with applicable "Good & bad delivery norms" even after termination of the agreement and shall be entitled to recover any loss incurred by him in such connection from the client.
  12. The stock broker shall ensure due protection to the client regarding client's rights to dividends, rights or bonus shares, etc. in respect of transactions routed through it and it shall not do anything which is likely to harm the interest of the client with whom and for whom it may have had transactions in securities .
  13. The client and the stock broker agree to refer any claims and/or disputes to arbitration as per the Rules, Byelaws and Regulations of the Exchange and circulars issued thereunder as may be in force from time to time.
  14. The stock broker hereby agrees that he shall ensure faster settlement of any arbitration proceedings arising out of the transactions entered into between him and the client and that he shall be liable to implement the arbitration awards made in such proceedings .
  15. Information about default in payment/delivery and related aspects by a client shall be brought to the notice of the relevant stock Exchange(s). In case where defaulting client is a corporate entity/partnership/ proprietary firm or any other artificial legal entity, then the name(s) of director(s)/promoter(s)/partner(s)/ proprietor as the case may be, shall also be communicated to the relevant stock exchange(s).
  16. The stock broker and the client agree to reconcile their accounts at the end of each quarter with reference to all the settlements where payouts have been declared during the quarter.
  17. The stock broker and the client agree to abide by any award passed by the Ombudsman under the SEBI (Ombudsman) Regulations, 2003.
  18. The stock broker and the client declare and agree that the transactions executed on the Exchange are subject to Rules, Byelaws and Regulations and circulars issued thereunder of the Exchange and all parties to such trade shall have submitted to the jurisdiction of such court as may be specified by the Byelaws and Regulations of the Exchange for the purpose of giving effect to the provisions of the Rules, Byelaws and Regulations of the Exchange and the circulars issued thereunder.
  19. The instructions issued by an authorized representative, if any, of the client shall be binding on the client in accordance with the letter authorizing the said representative to deal on behalf of the said client.
  20. Where the Exchange cancels trade(s) suo moto all such trades including the trade/s done on behalf of the client shall ipso facto stand cancelled.
  21. This agreement shall forthwith terminate; if the stock broker for any reason ceases to be a member of the stock exchange including cessation of membership by reason of the stock broker's default, death, resignation or expulsion or if the certificate issued by the Board is cancelled.
  22. The stock broker and the client shall be entitled to terminate this agreement without giving any reasons to the other party, after giving notice in writing of not less than one month to the other parties. Notwithstanding any such termination, all rights, liabilities and obligations of the parties arising out of or in respect of transactions entered into prior to the termination of this agreement shall continue to subsist and vest in /be binding on the respective parties or his / its respective heirs, executors, administrators, legal representatives or successors, as the case may be.
  23. In addition to the specific rights set out in this Agreement, the stock broker and the client shall be entitled to exercise any other rights which the stock broker or the client may have under the Rules, Bye-laws and Regulations of the Exchange and circulars issued thereunder or Rules and Regulations of SEBI.
  24. Words and expressions which are used in this Agreement, but which are not defined herein shall, unless the context otherwise requires, have the same meaning as assigned thereto in the Rules, Byelaws and Regulations of the Exchange and circulars issued thereunder.
  25. The provisions of this agreement shall always be subject to Government notifications, any rules, regulations, guidelines and circulars issued by SEBI and Rules, Regulations and Bye laws of the relevant stock exchange that may be in force from time to time.
  26. The stock broker hereby undertakes to maintain the details of the client as mentioned in the client registration form or any other information pertaining to the client in confidence and that it shall not disclose the same to any person/ authority except as required under any law/regulatory requirements ; Provided however that the stock broker may so disclose information about the client to any person or authority with the express permission of the client.
  27. This agreement can be altered, amended and /or modified By the parties mutually in writing without derogating from the contents of this Agreement. Provided however, if the rights and obligations of the parties hereto are altered by virtue of change in Rules and regulations of SEBI or Bye - laws, Rules and Regulations of the relevant stock Exchange, such changes shall be deemed to have been incorporated herein in modification of the rights and obligations of the parties mentioned in this agreement.



## VOLUNTARY CLAUSES

DOCUMENT INCORPORATING ADDITIONAL TERMS AND CONDITIONS FOR THE PURPOSE OF MUTUAL CONVENIENCE AND SMOOTH CONDUCT OF BUSINESS-RELATIONS

Client is required to note that the below mentioned clauses are not mandatory as per the Stock Exchange / SEBI requirements but are binding on the client if they want to avail the services of the Member. The Client may revoke any or all the clauses of this document by communication in writing or by striking out the relevant clause and in such an event the Member reserves a right to terminate some or all the services permitted to the Client.

### 28. SSJ FINANCE GROUP OF COMPANIES

For the purpose of this agreement, group or associate companies of the MEMBER, ("SSJ Finance Group") will include the following entities:

1. **SSJ Finance & Securities Private Limited**; Member of Bombay Stock Exchange Ltd (**BSE**), bearing SEBI Registration No. INB / INF 010960458; Member of the National Stock Exchange of India (**NSE**) bearing SEBI Registration No. INB / INF / INE 231118333, Member of MCX Stock Exchange Ltd. (**MCX-SX**) bearing SEBI Registration No. INE 261118333 Member of Calcutta Stock Exchange (**CSE**) bearing SEBI Registration No. INB 030960430 and Depository Participant with the Central Depository Services of India Ltd. (**CDSL**) bearing SEBI Registration No. IN-DP-CDSL-98-2000
2. **SSJ Commodities Private Limited**; Member of the National Commodity and Derivatives Exchange Ltd (**NCDEX**) bearing FMC Registration No. NCDEX/TCM/CORP/0055, Multi-Commodity Exchange of India Ltd (**MCX**) bearing Registration No. MCX/TCM/CORP/0394, National Spot Exchange Ltd. (**NSEL**) Membership No. 10860 and National Multi-Commodity Exchange of India Limited (**NMCE**) bearing Registration No. NMCE/TCM/CORP/0102
3. **M/s Sureshchand S. Jain**; Member of the National Stock Exchange of India (**NSE**) bearing SEBI Registration No. INB / INF 230650717

### 29. ACTING AS A SUB BROKER

The CLIENT agrees that he will not act as a SubBroker without prior written permission of the MEMBER and without obtaining the registration certificate from SEBI

### 30. BANK & DEPOSITORY ACCOUNTS

To facilitate easy and timely transfer of funds, to and from the CLIENT, the CLIENT agrees to open a savings / current bank account with a bank specified by the MEMBER. The CLIENT's account has to be operative prior to his placing the first order with the MEMBER.

To facilitate easy and timely transfer of securities and to meet the margin requirements of the MEMBER, the CLIENT agrees to maintain his Beneficial Owner's account with the Depository Participant, **SSJ FINANCE & SECURITIES PRIVATE LIMITED**, bearing SEBI Registration No. IN-DP-CDSL-98-2000. The CLIENT authorises the MEMBER to debit depository service charges associated with its Beneficial Owner's Account to its trading account with the MEMBER.

### 31. MARK TO MARKET MARGIN IN DERIVATIVES

The CLIENT agrees to pay an upfront margin that will be sufficient to cover the daily margins. If at any time, the cumulative Mark to Market margin (MTM) in the CLIENT's account falls short of the margin required in the CLIENT's account, the CLIENT agrees to heed to the MEMBER's additional margin calls. The CLIENT will ensure that margins are adequate at all times and will immediately make good any shortfall that the MEMBER may communicate.

### 32. PAYMENT THROUGH CHEQUE

CLIENTS hereby confirm to make payments for purchase and clear all debits before pay-in. In case MEMBER does not receive funds before due date (i.e. pay-in date) MEMBER will have all rights to sell the shares without any further intimation to CLIENT. The cost and consequences of such action shall be entirely CLIENT's responsibility and shall be without any prejudice to MEMBER's rights to take any other action to recover the dues. In case of shares purchased being sold the next day or later on the same exchange or any other exchange it is hereby confirmed that CLIENT will make the payments first and then receive the payments on payout of the sale transactions.

In case where the payment by the CLIENT towards the margin is made through a cheque issued in favour of the MEMBER, any trade(s) will be executed by the MEMBER only upon the realisation of the funds of the said cheque or at the discretion of the MEMBER. The CLIENT agrees that it will not make any third party payment from any account (Other than what is specified in the client agreement / KYC) In case of such transfers being made from a third party the CLIENT agrees to intimate the MEMBER, in writing of the same. The CLIENT also agrees that the broker may accept or reject such third party transfers and the CLIENT will not hold the MEMBER responsible for any loss incurred in such cases.

### 33. MARGIN IN FORM OF SECURITIES

The CLIENT may place margin with the MEMBER in the form of securities as approved by the MEMBER. Such securities may, at the discretion of the MEMBER, be marked as lien in favour of the MEMBER from the depository account of the CLIENT or such securities may be placed in a separate depository account of the MEMBER to be earmarked as margin from the CLIENT.

The CLIENT agrees and authorises the MEMBER to determine the market

value of the securities placed as margin after applying a haircut that the MEMBER deems appropriate. The CLIENT's positions are valued at the latest market price available (marked to market) on a continuous basis by the MEMBER. The CLIENT undertakes to monitor the adequacy of the collateral and the market value of such securities on a continuous basis. If due to price fluctuations, there is erosion in the value of the margins, the CLIENT agrees to replenish any shortfall in the value of the Margins immediately, whether or not the MEMBER intimates such shortfall.

### 34. TYPE OF MARGIN

The MEMBER may at its sole discretion prescribe the payment of Margin in the form of cash instead of securities. The CLIENT agrees to comply with the MEMBER's requirement of payment of margin in the form of cash immediately, failing which, the MEMBER may sell, dispose, transfer or deal in any other manner the securities already placed with it as margin or square off all or some of the positions of the CLIENT as it deems fit in its discretion without further reference to the CLIENT and any resultant or associated losses that may occur due to such square off / sale shall be borne by the CLIENT and the MEMBER is hereby fully indemnified and held harmless by the CLIENT in this behalf.

### 35. MARGIN WITH EXCHANGE / BANKS / INSTITUTIONS

The CLIENT agrees that any securities or funds placed by it as Margin may in turn be placed as margin by the MEMBER with the Exchange or banks or such other institutions and in such form as the MEMBER may deem fit. Funds lying in the CLIENT's Margin account may be used for the purpose of placing Fixed Deposits with banks to be submitted to the Clearing House / Exchange and / or as margin Fixed Deposits for obtaining bank guarantee in favour of the Exchange / Clearing House. The CLIENT authorises the MEMBER to do all such acts, deeds and things as may be necessary and expedient for placing such securities or funds with the Exchange / banks / institutions as margin.

### 36. SHORTFALL IN MARGINS

If payment / securities towards the margin or shortfall in margin is not received instantaneously to enable restoration of sufficient margin in the CLIENT's account, all or some of the positions of the CLIENT as well as the securities placed as margin may be liquidated by the MEMBER at its sole discretion without further reference or prior notice to the CLIENT. The resultant or associated losses that may occur due to such square off / sale shall be borne by the CLIENT and the MEMBER is hereby fully indemnified and held harmless by the CLIENT in this behalf. Such liquidation / close out of positions will be applicable to any segment in which the CLIENT does business with the MEMBER.

The CLIENT is responsible for all orders executed, including those orders that may have been executed without availability of the required margin, in the CLIENT's account. If the CLIENT's order has been executed despite a shortfall in the available margin, the CLIENT shall, whether or not the MEMBER intimates such shortfall, make good such shortfall, either through delivery of shares in the event of sale or credit the required funds in the bank account via wire or personal cheque, banker's cheque or money order or account transfer, demand draft or any other mode.

Any reference in these terms to sale or transfer of securities by the MEMBER shall be deemed to include sale of the securities, which form part of the margin maintained by the CLIENT with the MEMBER. In exercise of the MEMBER's right to sell securities under the agreement, the CLIENT agrees that the choice of specific securities to be sold shall be solely at the MEMBER's discretion.

Any amendment in the percentage of margins as required to be maintained under this agreement, shall be intimated by the MEMBER to the CLIENT over telephone or in writing. The CLIENT is required to make good the shortfall in such margins, if any, on demand of the same by the MEMBER.

### 37. ADJUSTMENT OF BALANCES IN INTER-FIRM, INTER-FAMILY ACCOUNTS

The CLIENT or the constituent(s) of the "Family" of the CLIENT (for the purpose of this agreement "Family" shall hereinafter mean all the individuals, group companies, firms, entities and other persons as specified by the CLIENT who have consented and agreed that their accounts will be treated collectively) who may be registered as a CLIENT in any of the MEMBER's group or associate companies under one or more of the following segments:

1. as a broking / trading CLIENT for dealing in securities / contracts on one or more segments of the National Stock Exchange of India (NSE) / The Bombay Stock Exchange Ltd (BSE) / The Calcutta Stock Exchange Ltd. (CSE) / MCX Stock Exchange Ltd. (MCX-SX) The National Commodity and Derivatives Exchange of India (NCDEX) / The Multi-Commodity Exchange (MCX) / National Spot Exchange Ltd. (NSEL) National Multi-Commodity Exchange of India Limited (NMCE) through any of the MEMBER's group or associate companies
  2. as a CLIENT holding Beneficial Owner's depository account with the Depository Participant being the MEMBER's group or associate company
  3. or as a CLIENT for any other product or service that may be offered by the MEMBER's group or associate companies and availed of in the future;
- agree that the account of the CLIENT or that of any constituent(s) of the **Family** refers to and includes any account(s) in any of the above segments, in any of the MEMBER's group or associate companies, taken individually or collectively including account(s) opened by the MEMBER after the signing of this agreement.

## **VOLUNTARY CLAUSES**

I/We shall be buying/selling/trading in securities or derivatives across various segments of various Exchange through MEMBER's Group companies and for the consideration thereof, shall have to make payment and a situation may emerge when accounts may show a debit balance in my/our running account with a segment of an Exchange and a credit balance in my/our running account with another segment/Exchange. With a view of efficiently utilize the funds, MEMBER hereby authorized to transfer the surplus funds from one account of **Family** to another account of **Family** across segments/Exchanges/MEMBER group Companies, whenever the need arises without getting specific conformation from CLIENT

The CLIENT authorises the MEMBER to set off a part or whole of the collateral i.e. by way of appropriation of the relevant amount of cash or by sale or transfer of all or some of the securities placed as margin / collateral, and / or any credit in any account of the CLIENT or of the constituents of the **Family** of the CLIENT in any of the above mentioned segments with the MEMBER or group companies of the MEMBER, against the outstanding dues in the account of the CLIENT and / or of the constituents of **Family** of the CLIENT under this agreement.

The CLIENT is aware and has agreed and authorises the MEMBER to charge interest on the debit balance in any of the **Family** accounts. No interest shall be charged / payable by the MEMBER on any credit balance in any account.

The MEMBER shall debit the interest as calculated above, to the account of the CLIENT or to any constituents of the **Family** irrespective of the fact that the account to which the interest is charged has credit balance.

The CLIENT is aware and has agreed that the above interest on the debit balance shall be calculated on daily product basis and charged on monthly basis to the CLIENT's account or to the account of any constituent of the **Family**.

The above interest shall become due and payable at the end of each month / such other interval decided by the MEMBER or on termination of this agreement as per the provisions herein, whichever is earlier.

### **38. INVESTMENT ADVICE**

SSJ Finance Group does not intend to give and the CLIENT acknowledges that SSJ Finance Group shall not be liable to provide to the CLIENT any tax, legal or investment advice of any kind or any advice or option with respect to the nature, potential value or suitability of any particular securities, trade, transaction, investment or investment strategy. The CLIENT understands and agrees that in the event the CLIENT receives or accesses any investment research reports or any investment or other recommendations or advice from SSJ Finance Group and / or any Business Associates (or any employee or official of SSJ Finance Group or a Business Associate) Or on SSJ Finance Group's Web Site or that of any Business Associates, the same is on a no-liability, no guarantee, no solicitation and no obligation basis and any decision, action or omission thereon by the CLIENT shall be entirely at the CLIENT 's risk and should be based solely on the CLIENT's own verification of all the relevant facts, financial and circumstantial, a proper evaluation thereof and SSJ Finance Group shall not be responsible or liable for the same for any reason whatsoever.

The CLIENT also acknowledges that SSJ Finance Group's employees, Business Associates and /or any employee of any Business Associate are not authorised to give such advice and that the CLIENT will not solicit or rely upon any such advice from SSJ Finance Group, Business Associate and / or any of the employees of SSJ Finance Group and /or a business Associate. The CLIENT agrees that in the event of SSJ Finance Group or any employee or official of SSJ Finance Group , any Business Associate and / or any employee of any Business Associate providing any information, recommendation or advice to the CLIENT, the CLIENT may act upon the same at the sole risk and cost of the CLIENT, and SSJ Finance Group shall not be liable or responsible for the same.

### **39. PURCHASE / SALE OF SHARES / SECURITIES**

CLIENT will not sell any securities until he has confirmed clear balances of holding of the same in his Demat account. Further in case CLIENT buys securities in one Exchange and sells the same on another Exchange, or if CLIENT buys securities and sells back the same before having received them in his Demat account, CLIENT hereby confirms that he will be fully responsible in the event of any auctions happening of his sale obligation, due to the deliveries having been received short from the purchasing exchange and/or due to the operational/procedural delays for inter-depository and inter settlement transactions and time taken by depositories to execute the same and/or for any other reason whatsoever. Also, all such consequences, actions penalties or any other financial loss or charges will be purely and entirely on CLIENT's account and MEMBER will in no way be responsible and/or liable for the same

### **40. PAYOUT OF SECURITIES / FUNDS**

In order to facilitate operations, the CLIENT authorises the MEMBER to maintain a running account with the MEMBER, instead of settlement-to-settlement clearance of securities / funds due to the CLIENT. The payout of securities / funds may be retained by the MEMBER and no interest shall be payable by the MEMBER on such securities / funds so retained. CLIENT

authorises the member to transfer the securities so retained by MEMBER in any settlement or inter settlement towards the CLIENT pay-in obligation against future sale. The CLIENT also authorises the MEMBER to withhold delivery due to the CLIENT against any debit balance or pending sale in the CLIENT's account or for margin/ future obligation. CLIENT authorises the member to consider the funds/ securities so retained by MEMBER towards collateral margin for allowing exposure to CLIENT MEMBER may hold CLIENT's shares in margin account or such other account as MEMBER may deem fit

The CLIENT agrees that the MEMBER shall not be liable for any claim for loss of profit, or for any consequential, incidental, special or exemplary damages caused by retention of such securities / funds under this agreement or otherwise. On written request of the CLIENT, the MEMBER may release the securities / funds to the CLIENT if sufficient margins in respect of the CLIENT's trading across the various segments and across the MEMBER's group or associate companies are available with the MEMBER. With a view to efficiently utilise funds, the CLIENT authorises the MEMBER to transfer / adjust credit balance / surplus funds lying in an account of the CLIENT to any other account of the CLIENT in deficit with the MEMBER or otherwise across any segment/any exchange /group companies of the MEMBER, whenever the need arises without any specific confirmation for the CLIENT.

The CLIENT agrees and accept that any amounts which are overdue from him or any of his family/group accounts towards meeting CLIENT's fund obligation to MEMBER of SSJ Finance group will be charged delayed or late payment charges @ 2 % per month or such other rates as may be determined by the MEMBER. CLIENT further agrees that the late payment charges on the debit balance shall be calculated on daily product basis.

### **41. CANCELLATION OF TRADES**

The Exchange may cancel a trade suo-motu without giving any reason thereof. There may be insufficient bids or offers or suspension of trading due to price limits or circuit breakers. The electronic trading systems either at the exchange or in the MEMBER's office are vulnerable to temporary disruption or failures. In the event of trade cancellation due to such events or vulnerabilities, MEMBER shall be entitled to cancel, relative contract(s) with the CLIENT. At times, due to such unforeseen circumstances the MEMBER may not be able to execute the desired transactions (either the CLIENT's own transactions or transactions for enforcing margins as provided in this agreement) on a timely basis. The MEMBER does not accept responsibility for any losses that the CLIENT may incur on such eventualities and the MEMBER will not be hold responsible for any loss to CLIENT from executed /unexecuted orders or trades due to technical failure/Exchange logout/natural calamities/theft or any other reason, which may or may not beyond the control of the MEMBER.

### **42. SHORTAGES**

In case of purchases of securities by the CLIENT, at times the MEMBER may be unable to deliver the securities to the said purchaser on the pay-out date due to non-receipt of the securities from the Exchange or in case of non-receipt of the said securities from another CLIENT of the MEMBER who has sold the securities against the said purchase transaction. In cases of such short delivery, the securities shall be delivered to the purchaser as per the policy of the MEMBER / Exchange as amended from time to time. Alternatively, the CLIENT may be debited / credited for funds as per the internal auction policy of the MEMBER.

### **43. DIGITALLY SIGNED CONTRACT NOTES / TRADE CONFIRMATION**

The CLIENT permits the MEMBER to provide digitally signed contract notes / Statement of Accounts etc. through internet, at the CLIENT's email address and at the Member's Website. Now therefore:

1. CLIENT agrees that email ID will be created by MEMBER on behalf of CLIENT for the purpose of sending contract notes, trade confirmations bills and accounts statements, notices, circulars, amendments, ledger confirmations, margin and demat account holding statement and all such other documents. CLIENT agrees that all such documents sent to the CLIENT at the email ID so created is acceptable to the CLIENT and binding on the CLIENT.
2. The CLIENT agrees not to receive the contract notes in paper form from the MEMBER. Provided however that in case when the member is not able to provide contract notes to the CLIENT electronically due to any reason, the MEMBER may choose to deliver the contract note to the CLIENT in any physical form.
3. The CLIENT agrees that it shall access the electronic contract notes / trade confirmation of the trades executed on its behalf on the trade date electronically on the MEMBER's web-site or at the CLIENT's email address (as provided by the CLIENT or as communicated by the MEMBER to the CLIENT) or through such means / mode as may be provided by the MEMBER from time to time. The CLIENT understands that it is its responsibility to review all confirmations, contract notes, statements, notices and other communications including but not limited to margin and maintenance calls immediately upon receipt. All information contained therein will be binding upon the CLIENT, if CLIENT does not object, either in writing or via electronic mail within 24 hours after any such documents are available to the CLIENT. The CLIENT agrees that non receipt of bounced mail notification by the MEMBER shall amount to delivery of the contract note at the email ID of the CLIENT.
4. Should the CLIENT experience any difficulty opening a document electronically delivered by the MEMBER, the MEMBER may chose to make the required delivery by any other electronic means (e-mail, electronic mail attachment, or in the form of an available download on

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the internet) or in paper-based format. Failure to advise the MEMBER of such difficulty within 24 hours from trading date shall serve as an affirmation that CLIENT was able to open and receive the said document.

5. The CLIENT agrees that the MEMBER fulfils its legal obligation to deliver any such document if made available / sent via electronic delivery.
6. In all cases, the MEMBER reserves the right to determine the validity of the CLIENT's objection to the transaction. The CLIENT agrees that the MEMBER will not be responsible for the non-receipt of the trade confirmation due to any change in correspondence address / Email ID or any other address of the CLIENT not intimated to the MEMBER in writing.

### **44. ORDER / TRADE SLIPS/ CONTRACT NOTES**

The MEMBER may accept verbal trade instructions from the CLIENT including instructions for modification or cancellation of trade orders entered in the trading system. The MEMBER may at its discretion require the CLIENT to provide the above instructions in writing. The CLIENT agrees that the MEMBER will not provide any order confirmation / modification / cancellation slips or trade confirmation slips or copies thereof as these will only increase paper work. The CLIENT accepts that contract notes will suffice its documentary requirements

Further it is agreed that CLIENT will send his representative to Member's office daily to collect contract notes/bills/shares/account statements, etc. If not possible daily, than in such case he will send his representative to collect the same at a later stage at his own risk and consequences. Contract notes and other documents so accepted by CLIENT or his representative either from MEMBER's office or delivered by MEMBER to CLIENT's representative/sub-broker/authorized person will be deemed to have been directly accepted by CLIENT himself and CLIENT take full responsibility for the contents of the same unless otherwise intimated by CLIENT within 48 hours of issue of such contract notes by MEMBER. Further CLIENT also authorize MEMBER to send contract notes/bills/shares/account statements, etc through courier. In such case the courier receipt of the same should be treated as confirmation of receipt of such contract.

Full responsibility for the contents of the same unless otherwise intimated by CLIENT within 48 hours of issue of such contract notes by MEMBER. Further CLIENT also authorize MEMBER to send contract notes/bills/shares/account statements, etc through courier. In such case the courier receipt of the same should be treated as confirmation of receipt of such contract.

### **45. DP CHARGES AND EXCHANGE OF INFORMATION**

CLIENT agrees that whatever charges debited by DP towards his demat account can be debited / charged in his running trading account maintained with the MEMBER

Further CLIENT agrees and authorizes the MEMBER as well as the DP to inter exchange the CLIENT's information for smooth conduct of the business

### **46. INTERNET TRADING**

The CLIENT is aware that authentication technologies and strict measures are required for the internet trading through order routed system and undertakes to ensure that the password of the CLIENT and / or his authorised representative are not revealed to any third party.

The CLIENT agrees that the MEMBER shall not be liable or responsible for non execution of the orders of the CLIENT due to any link/system failure at the CLIENT / MEMBERS/ EXCHANGE end

### **47. PROPRIETARY TRADES OF MEMBER**

The MEMBER informs the CLIENT that it trades in its Proprietary Account and the CLIENT notes the same

### **48. TAPE RECORDING OF CONVERSATION**

The CLIENT is aware that the MEMBER tape-records the conversations between the CLIENT and the MEMBER, either personally or over the telephone, and hereby specifically permits the MEMBER to do so. The MEMBER may rely upon such recordings as and when required to resolve disputes in connection with the trading transactions.

### **49. INDEMNIFICATION**

The CLIENT shall indemnify and keep indemnified the MEMBER harmless from and against claims, demands, actions, proceedings, loss, damages, liabilities, charges and/or expenses that are occasioned or may be occasioned to the MEMBER directly or indirectly, owing to bad delivery/fake/forged/ stolen shares/securities/transfer document that are or may be introduced by or through the CLIENT during the course of its dealings/operations on the Exchange. The CLIENT confirms having read and understood the terms and conditions of the MEMBER/CLIENT Agreement and agrees to be bound by them including those excluding/limiting the MEMBER's and Exchanges' liabilities. The CLIENT shall not, while acting alone or in concert with others, directly or indirectly, hold or control excess number of permitted securities/contracts as fixed

from time to time by the Exchange/SEBI without complying with the necessary guidelines. The CLIENT indemnifies the MEMBER against all liabilities arising from violation of such guidelines.

### **50. OTHER EXPENSES AND CHARGES**

CLIENT further authorizes MEMBER to directly debit his account with any charges incurred or defined by MEMBER such as depository or bank charges, SMS charges client registration charges, courier charges, penalties and fines and application form with respect to trading accounts delayed payment charges etc including those incidental to the margin accounts maintained by CLIENT

### **51. STATUTORY RULES & REGULATIONS**

The MEMBER is under no obligation to inform the CLIENT of changes in these rules, regulations, guidelines or circulars.

### **52. AMENDMENT**

The MEMBER may from time to time amend this agreement for complying with any change in its corporate policies. The MEMBER shall intimate the same to the CLIENT. In case the CLIENT continues to deal with the MEMBER subsequent to the intimation of such amendments it shall be deemed that the CLIENT is agreeable to the new clauses. However, the CLIENT has the right to terminate the agreement through communication in writing subject to meeting its financial and other obligations.

### **53. FORCE MAJEURE**

The MEMBER shall not be responsible for any losses, costs or damages resulting directly or indirectly from any action, omission, suspension of trading, decision or ruling of any exchange / regulator / government / other body / any other person which is beyond the MEMBER's control OR any war / strike / lockout / national disaster / act of terrorism / delay in postal services / any other delay/inaccuracy in the transmission of orders / other information or any breakdown / failure / malfunctioning beyond the control of the MEMBER of any telecommunication or computer system. The above Force Majeure events do not exempt the CLIENT to fulfil the obligations in its account with the MEMBER.

### **54. ASSIGNMENT**

Either party to this agreement shall not assign or transfer all or any of its rights or obligations hereunder without the prior consent of the other party.

### **55. SEVERANCES**

In case any one or more of the provisions contained in this agreement becomes invalid, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereto.

### **56. TRADE AND / OR OTHER SMS**

The Client hereby agrees to accept his trade summary / confirmation or other communication including research / trading call via SMS on his mobile number. Further the CLIENT agrees to pay for the SMS service and authorise the MEMBER to debit the charges decided by the MEMBER from time to time.

### **57. NOTICE**

All notices or communications issued under this agreement shall be served in any one or more of the following ways under (a) to (l) below and such notice or communication shall be served at the ordinary business address and / or ordinary place of residence and / or last known address of the party:  
(a) by post; (b) by registered post; (c) under certificate of posting; (d) by express delivery post; (e) by telegram; (f) by affixing it on the door at the last known business / residential address; (g) by oral communication to the party or on the last known telephone number or on the recording machine of such number; (h) by advertising it in at least one prominent daily newspaper having circulation in the area where the last known business / residential address of the respondent is situated; (i) by sending a message through the trading system; (j) by a notice posted on the notice board of the Exchange if no address is known; (k) by electronic mail or fax; (l) by hand delivery.

Any communication sent by the MEMBER to the CLIENT shall be deemed to have been properly delivered or served, even if such communication is returned to the MEMBER as unclaimed / refused / undelivered, if the same is sent to the ordinary business address and or residential address or last known address of the party in any one or more ways mentioned above

### **58. Dispute Resolution / Law and Jurisdiction**

Any claim, dispute or difference arising between the Parties hereto in respect of this Agreement or any contract, trades, dealings, or transactions pursuant hereto or any rights, obligations, terms or conditions as contained in this Agreement or the interpretation or construction of this Agreement shall be subject to the grievance redressal procedure of the concerned Exchange and shall be subject to the arbitration procedure as prescribed by the Rules, Bye-laws, Regulations of the Exchange and issued there under from time to time. MEMBER and the CLIENT are aware of the provisions of the Bye laws, Rules and Regulations of the concerned Exchange relating to arbitration.

Courts in Mumbai shall have exclusive jurisdiction for the purpose of giving effect to dispute claims resolution if any.



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### INTERNET TRADING

The Member offers and/or proposes to offer the ITORS Service to its clients; and the Client desires to avail of the Member's ITORS Service for purchasing, selling or otherwise dealing in securities;

#### 59. DEFINITIONS :

- A. In this Agreement (including the Recitals above), unless the context otherwise requires the following words shall have the following meanings:-
- (i) **"the Exchange"** means the Bombay Stock Exchange Ltd and includes a segment of the Exchange.
- (ii) **"Exchange Provisions"** means the Rules, Bye-laws, Regulations, Business Requirement, Specifications, handbooks, notices, circulars and resolutions of the Exchange or any segment of the Exchange in force from time to time and includes the Minimum Requirements Handbook for ITORS prescribed by the Exchange, as amended from time to time.
- (iii) **"ITORS"** means Internet based Through Order Routing System, being a system approved by the Exchange for enabling clients to route their orders to their Member over the internet.
- (iv) **"ITORS Account Application"** means the application submitted by the Client to the Member to permit the Client to avail of the Member's ITORS Service.
- (v) **"ITORS Service"** or **"Service"** means the service offered by the Member to its clients through ITORS whereunder the clients can route their orders for purchase, sale and other dealings in securities through the Member's ITORS System.
- (vi) **"Member's ITORS System"** or **"Member's ITORS WebSite"** means the web site hosted by the Member on the internet through which the Member offers the ITORS Service and includes the hardware and software used for hosting and supporting the WebSite.
- (vii) **"Password"** means an alphanumeric code used by the Client to validate his/her username and access the Service.
- (viii) **"SEBI"** means the Securities & Exchange Board of India.
- (ix) **"Username"** means an alphanumeric login identification used by the Client for accessing the Service.
- B. In this Agreement, headings are used for convenience and ease of reference only and shall not affect the construction or interpretation of any provision of this Agreement.
- C. In this Agreement, unless the context otherwise requires, reference to the singular includes a reference to the plural and vice-versa, and reference to any gender includes a reference to all other genders.
- D. In this Agreement, unless the context otherwise requires, references to Recitals and Clauses shall be deemed to be a reference to the recitals and clauses of this Agreement.
- E. References to any enactment are to be construed as referring also to any amendment or re-enactment thereof and to any rule, bye-law, regulation, business requirement, specification, order or other provision made under it.

#### 60. AGREEMENT TO PROVIDE AND AVAIL OF THE ITORS SERVICE :

The Member agrees to provide the Member's ITORS Service to the Client, and the Client agrees to avail of the Trading Member's ITORS Service, on and subject to the terms and conditions of this Agreement, the Exchange Provisions and the terms of the Member's ITORS Web Site.

#### 61. USER NAME AND PASSWORD :

- A. The Client will be entitled to a username and password, which will enable him to access the Member's ITORS System for availing of the Service.
- B. The Client is aware that the Member's ITORS System itself generates the initial password and that the Member is aware of the same. The Client agrees and undertakes to immediately change his initial password upon receipt thereof. The Client is aware that subsequent passwords are not known or available to the Member.
- C. The Client shall be responsible for keeping the Username and Password confidential and secure and shall be solely responsible for all orders entered and transactions done by any person whatsoever through the Member's ITORS System using the Client's Username and/or Password whether or not such person was authorised to do so.
- D. The Client shall immediately inform the Member of any unauthorised use of the Client's Username or Password with full details of such unauthorised use including the date of such unauthorised use, the manner in which it was unauthorisedly used, the transactions effected pursuant to such unauthorised use, etc.
- E. The Client acknowledges that he is fully aware of and understands the risks associated with availing of a service for routing orders over the internet including the risk of misuse and unauthorised use of his Username and/or Password by a third party and the risk of a person hacking into the Client's account on the Member's ITORS System and unauthorisedly routing orders on behalf of the Client through the System. The Client agrees that he shall be fully liable and responsible for any and all unauthorised use and misuse of his Password and/or Username and also for any and all acts done by any person through the Member's ITORS System on the Client's Username in any manner whatsoever.
- F. The Client shall log off from the ITORS Service at any time the Client is not accessing or using the Service and any liability incurred to the Client as a consequence of the Client not logging off the Service shall borne solely by the Client.
- G. Without prejudice to the provisions of Clause E(61), the Client shall immediately notify the Member in writing with full details if :
- (i) he discovers or suspects unauthorised access through his Username, Password or account,
- (ii) he notices discrepancies that might be attributable to unauthorised access, (iii) he forgets his password or
- (iii) he discovers a security flaw in the Member's ITORS System.
- H. In any of the above events specified in Clause G(61), the Client shall immediately change his Password. However, if the Client is unable to change his Password by reason of his having forgotten his Password or his Password having been unauthorisedly changed by some other person or for any other reason then the Client shall immediately request the Member in writing to discontinue his old Password; and thereupon the Member shall cause the Member's ITORS System to discontinue the use of the Client's old Password and the Member's ITORS System shall generate a new Password for the Client which shall be communicated to the Client. At no point in time shall the Member be liable for any loss, whether notional or actual, that may be suffered by the Client on account of the misuse of the Password.

#### 62. TRANSACTIONS AND SETTLEMENTS :

- A. All orders for purchase, sale or other dealings in securities and other instructions routed through the Member's ITORS System via the Client's Username shall be deemed to have been given by the Client.
- B. The orders and instructions and all contracts and transactions entered into pursuant thereto and the settlement thereof will be in accordance with the Exchange Provisions.
- C. The Member may from time to time impose and vary limits on the orders which the Client can place through the Member's ITORS System (including exposure limits, turnover limits, limits as to the number, value and/or kind of securities in respect of which orders can be placed, the companies in respect of whose securities orders can be placed, etc.). The Client is aware and agrees that the Member may need to vary or reduce the limits or impose new limits urgently on the basis of the Member's risk perception and other factors considered relevant by the Member, and the Member may be unable to inform the Client of such variation, reduction or imposition in advance. The Client agrees that the Member shall not be responsible for such variation, reduction or imposition or the Client's inability to route any order through the Member's ITORS System on account of any such variation, reduction or imposition of limits. The Client understands and agrees that the Member may at any time, at its sole discretion and without prior notice, prohibit or restrict the Client's ability to place orders or trade in securities through the Member.
- D. Though orders will generally be routed to the Exchange's computer systems within a few seconds from the time the order is placed by the Client on the Member's ITORS System, the Member shall not be liable for any delay in the execution of any order or for any resultant loss on account of the delay.
- E. The Client agrees that the Member may, at its sole discretion, subject any order placed by a Client to manual review and entry, which may cause delays in the processing of the Client's order or may result in rejection of such order.
- F. In case of a market order, the Client agrees that he will receive the price at which his order is executed by the exchange's computer system; and such price may be different from the price at which the security is trading when his order is entered into the Member's ITORS System.

#### 63. MARGIN :

The Client agrees and undertakes to immediately deposit with the Member such cash, securities or other acceptable security, which the Member may require as margin. The Client agrees that the Member shall be entitled to require the Client to deposit with the Member a higher margin than that prescribed by the Exchange. The Member shall also be entitled to require the Client to keep permanently with the Member a margin of a value specified by the Member so long as the Client desires to avail of the Member's ITORS Service.

#### 64. CANCELLATION REQUESTS :

- A. When the Client places a request to cancel an order, the cancellation of that order is not guaranteed. The order will only be cancelled if the Client's request for cancellation is received and the order is successfully cancelled before it is executed.
- B. The Client shall not be entitled to presume an order as having been executed or canceled until a confirmation from the Member is received by the Client.
- C. The Exchange may annul a trade suo-moto without giving a reason therefor. In the event of such annulment, the Member shall be entitled to cancel the relative Contract(s) with the Client.

#### 65. BROKERAGE, COMMISSIONS AND FEES :

- A. The Client agrees to pay the Member brokerage, commission, fees, service tax and other taxes and transaction expenses as they exist from time to time and as they apply to the Client's account and transactions, and the services that he receives from the Member.
- B. A schedule of brokerage, fees and commissions, applicable service and other taxes and other transaction expenses shall be provided by the Member to the Client from time to time upon request by the Client.

#### 66. CONFIRMATIONS :

Online confirmation will be available to the Client upon execution or cancellation of an order placed by him through the Member's ITORS System. This shall be followed by a confirmation, which may be sent by postal mail, electronic mail or other electronic means. It is the responsibility of the Client to review upon first receipt, whether delivered to him online, by postal mail, by electronic mail, or other electronic means, all confirmations of transactions or cancellations.

#### 67. INVESTMENT ADVICE :

- A. The Client acknowledges that the Member shall not be liable to provide him with any legal, tax, investment or accounting advice or advice regarding the suitability or profitability of a security or investment.
- B. The Client also acknowledges that the Member's employees are not authorized to give any such advice and that the Client will not solicit or rely upon any such advice from the Member or any of its employees.
- C. The Client agrees that in the event of the Member or any employee or official of the Member providing any information, recommendation or advice to the Client, the Client may act upon the same at the sole risk and cost of the Client, and the Member shall not be liable or responsible for the same.
- D. The Client assumes full responsibility with respect to his investment decisions and transactions.
- E. The Member, its officers, directors, partners, employees, agents and affiliates will have no liability with respect to any investment decisions or transactions of the Client.

#### 68. SUPPLEMENTAL TO MAIN TRADING MEMBER CLIENT AGREEMENT :

The Clauses with respect to internet trading are supplemental to and do not supersede, the Main Member-Client Agreement. Save and except as modified expressly or by implication by this Agreement the Exchange Provisions or the terms of the Member's ITORS WebSite, the provisions of the Main Member-Client Agreement shall apply mutatis mutandis to the extent applicable to dealings between the Member and the Client pursuant to or otherwise relating to the Member's ITORS Service.

#### 69. REPRESENTATIONS AND WARRANTIES OF CLIENT :

- A. The Client represents and warrants to the Member that:  
All the information provided and statements made in the Client's ITORS Account

**VOLUNTARY CLAUSES**

Application are true and correct and are not misleading (whether by reason of The Clauses with respect to internet Trading are supplemental to, and do not o m i s i o n to state a material fact or otherwise) and the Client is aware that the Member has agreed to provide the Member's ITORS Service to the Client on the basis, inter alia, of the statements made in the Client's ITORS Account Application.

- B. The Client is aware and acknowledges that trading over the internet involves many uncertain factors and complex hardware, software, systems, communication lines, peripherals, etc. which are susceptible to interruptions and dislocations; and the Member's ITORS Service may at any time be unavailable without further notice. The Member and the Exchange do not make any representation or warranty that the Member's ITORS Service will be available to the Client at all times without any interruption. The Client agrees that he shall not have any claim against the Exchange or the Member on account of any suspension, interruption, non-availability or malfunctioning of the Member's ITORS System or Service or the Exchange's service or systems for any reason whatsoever.
- C. The Client has the required legal capacity to, and is authorised to, enter into this Agreement and is capable of performing his obligations and undertakings hereunder.
- D. All actions required to be taken to ensure compliance of all the transactions, which the Client may enter into pursuant to this Agreement with all applicable laws, shall be completed by the Client prior to such transaction being entered into.
- E. The Client shall abide by the Exchange Provisions and the terms of the Member's ITORS WebSite in force from time to time.
- F. Any instructions given by an authorised representative of the Client to the Member (or to the Member's representative) shall be binding on the Client.

**70. REPRESENTATIONS AND WARRANTIES OF THE MEMBER:**

The Member represents and warrants to the Client that :-  
The Member's ITORS System has been approved by the Exchange. Where the ITORS system has not been approved by the Exchange, the Member has applied/ proposes to apply to the Exchange to approve the said ITORS System and the Member will commence the Member's ITORS Service only after the Exchange has approved the Member's ITORS System.

**71. MARKET DATA :**

- A. The Client understands that the Exchange asserts a proprietary interest in all of the market data it furnishes, directly or through the Member or otherwise. The Client understands that the Exchange does not guarantee the timeliness, sequence, accuracy or completeness of market data or any other market information, or any messages disseminated by it. Neither the Member nor the Exchange shall be liable in any way for incorrect, misleading, incomplete or dated data or information and, if the Client acts on the basis of the same, he shall do so at his own risk and cost.
- B. The Client shall not furnish market information provided by the Exchange to any other person or entity for consideration or otherwise and in the event the Client uses such information he shall do so at his own risk and cost.

**72. NOTICES :**

Any notice or other communication to be given by any party to the other in connection with this Agreement shall be in writing and shall be deemed duly served if delivered personally or sent by facsimile transmission or by prepaid registered post or by e-mail to the addressee at the address or (as the case may be), the e-mail or facsimile number (if any), of that party or at such other address, facsimile number or e-mail address as the party to be served may have notified the other in accordance with the provisions of this Clause. Notwithstanding anything stated above, communication relating to orders, margins, maintenance calls and other similar matters in the ordinary course of dealings between the Trading Member and the Client may be communicated orally.

**73. EXTRAORDINARY EVENTS :**

The Member and/or its agents will not be liable for losses caused directly or indirectly by government restriction, Exchange or market rulings, suspension of trading, computer, communication, telephone or system failure, war, earthquakes, flood, accident, power failure, equipment or software malfunction, strikes or any other conditions beyond the Member's control.

**74. AMENDMENT TO AGREEMENT :**

The Client understands and agrees that the Member may discontinue his ITORS Service in part or in its entirety and change the terms of the Service (including the terms on the Member's ITORS WebSite) at any time and from time to time, without prior notice.

**75. TERMINATION OF AGREEMENT :**

- A. The Client agrees that the Member may at any time terminate this Agreement. The Client is aware and accepts that in view of the nature of the transactions and dealings involved in providing the Service it may not be possible for the Member to give advance notice of such termination or suspension to the Client.
- B. The Client may at any time terminate this Agreement by not less than seven days notice to the Member, provided that unless the Member otherwise permits, the Client shall not be entitled to terminate this Agreement so long as any amount is payable or securities are deliverable by the Client to the Member.
- C. The termination of this Agreement shall not affect any rights or obligations of either party which have accrued prior to the termination or which may arise out of or in connection with acts done or omitted prior to the termination.
- D. The provisions of Clauses 72, 78 and 79 of this Agreement shall survive the termination of this Agreement.

**76. SEVERABILITY :**

In the event of any provisions of this Agreement being held to be or becoming invalid, unenforceable or illegal for any reason, this Agreement shall remain otherwise in full force apart from the said provision which will be deemed deleted. The parties shall however attempt to replace the deleted provision with a legally valid provision that reflects the same purpose as the deleted provision to the greatest extent possible.

**77. WAIVER**

No forbearance, relaxation or inaction by any party at any time to require the performance of any provision of this Agreement shall in any way affect, diminish, or prejudice the right of such party to require the performance of that or any other provision of this Agreement or be considered to be a waiver of any right, unless specifically agreed in writing.

**78. LAW AND JURISDICTION :**

- A. This Agreement shall be governed by and construed in all respects in accordance with the laws of the Republic of India and, subject to the provisions of Clause 79, the courts at Mumbai, India shall have jurisdiction over this Agreement and the arbitration proceedings in relation to the Agreement.
- B. This Agreement and all contracts and transactions between the Member and the Client pursuant hereto shall be subject to the Exchange Provisions, the Rules, Bye-Laws, Regulations, and other provisions of its clearing house, if any, the provisions of the Securities and Exchange Board of India Act, 1992, the Securities Contracts (Regulation) Act of 1956 and the rules and regulations made thereunder and as amended from time to time.

**79. DISPUTE RESOLUTION :**

Any claim, dispute or difference arising between the Parties hereto in respect of this Agreement or any contracts, dealings or transactions pursuant hereto or any rights, obligations, terms or conditions as contained in this Agreement or the interpretation or construction of this Agreement shall be subject to the grievance redressal procedure of the Exchange and shall be subject to the arbitration procedure as prescribed by the Exchange Provisions.

**Notes :**

- 1. The term 'constituent' shall mean and include a client, a customer or an investor, who deals with trading member of NSE/BSE for the purpose of Acquiring and / or selling of securities through the mechanism provided by NSE/BSE.
- 2. The term 'member' shall mean and include a member or a broker or a stockbroker, who has been admitted as such by NSE/BSE and who holds registration certificate as a stock broker from SEBI.
- 3. NSE/BSE may be substituted with names of the relevant exchanges, wherever applicable.

**IN WITNESS THEREOF** the parties to the agreement have caused these presents to be executed as of the day and year first above written.

**FOR SSJ FINANCE & SECURITIES PVT. LTD.**

OFFICIAL'S NAME: \_\_\_\_\_

OFFICIAL'S SIGNATURE  
[Signature box]

WITNESS NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

WITNESS SIGNATURE  
[Signature box]

**SIGNATURE OF & WITNESS FOR THE CLIENT**

CLIENT NAME: \_\_\_\_\_

CLIENT SIGNATURE  
[Signature box with stamp: S 19/51]

If Partner / Corporate / Other Signatory, then attest with seal.

WITNESS NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

WITNESS SIGNATURE  
[Signature box]

# Agreement between Stock Broker and Client (NSE)

<sup>I</sup>  
20/51 This agreement is made and executed at Mumbai this \_\_\_\_\_ Day of \_\_\_\_\_, 20\_\_\_\_\_ between :

M/s. **SSJ Finance & Securities Pvt. Ltd.** a body corporate, incorporated under the provisions of the Companies Act, 1956, being a member of the **National Stock Exchange of India Ltd.** (hereinafter called 'the Exchange') and having its registered office at **Surya Mahal, 1st Floor, 5 Burjorji Bharucha Marg, Fort, Mumbai - 400 001.** (hereinafter called "**STOCK BROKER**") which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include himself in the capacity of a trading member while trading in the derivatives segment, its heirs, executors, administrators and legal representatives/the partners for the time being of the said firm, the survivor or survivors of them and their respective heirs, executors, administrators and legal representatives/its successors, as the case may be, **of the One Part;**

**And**

<sup>I</sup>  
21/51 Mr./Ms/M/s. \_\_\_\_\_, an individual / a sole proprietary concern / a partnership firm / a body corporate, registered / incorporated, under the provisions of the Indian Partnership Act, 1932 / the Companies Act, 1956, having his / her / its residence / registered office at \_\_\_\_\_

<sup>I</sup>  
22/51 \_\_\_\_\_

(Hereinafter called "**CLIENT**") which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include his / her heirs, executors, administrators and legal representatives / the partners for the time being of the said firm, the survivor or survivors of them and their respective heirs, executors, administrators and legal representatives / its successors, as the case may be, **of the Other Part;**

Whereas the Stock Broker is a registered Stock Broker of the Exchange with SEBI registration number **INB-231118333** in the Capital Market / Cash Segment and SEBI registration number **INF-231118333** in the Futures and Options Segment. **INE - 231118333** in currency Derivatives Segment.

Whereas the client is desirous of investing/trading in those securities / contracts / other instruments admitted to dealings on the Exchange as defined in the Rules, Byelaws and Regulations of the Exchange and circulars issued thereunder from time to time.

Whereas the client has satisfied itself of the capacity of the stock broker to deal in securities and/or deal in derivatives contracts and wishes to execute its orders through the stock broker and the client shall from time to time continue to satisfy itself of such capability of the stock broker before executing orders through the stock broker.

Whereas the stock broker has satisfied and shall continuously satisfy itself about the genuineness and financial soundness of the client and investment objectives relevant to the services to be provided; and

Whereas the stock broker has taken steps and shall take steps to make the client aware of the precise nature of the Stock broker's liability for business to be conducted, including any limitations, the liability and the capacity in which the stock broker acts.

WHEREAS the stock broker and the client agree to be bound by all the Rules, Bye-laws and Regulations of the Exchange and circulars issued thereunder and Rules and Regulations of SEBI and relevant

notifications of Government authorities as may be in force from time to time.

Now, therefore, in consideration of the mutual understanding as set forth in this agreement, the parties thereto have agreed to the following terms and conditions:

1. The client agrees to immediately notify the stock broker in writing if there is any change in the information in the 'client registration form' provided by the client to the stock broker at the time of opening of the account or at any time thereafter.
2. The stock broker declares that it has brought the contents of the risk disclosure document to the notice of client and made him aware of the significance of the said document. The client agrees that:
  - A. He has read and understood the risks involved in trading on a stock exchange.
  - B. He shall be wholly responsible for all his investment decisions and trades.
  - C. The failure of the client to understand the risk involved shall not render a contract as void or voidable and the client shall be and shall continue to be responsible for all the risks and consequences for entering into trades in the segments in which the client chose to trade.
  - D. He is liable to pay applicable initial margins, withholding margins, special margins or such other margins as are considered necessary by the stock broker or the Exchange or as may be directed by SEBI from time to time as applicable to the segment(s) in which the client trades. The stock broker is permitted in its sole and absolute discretion to collect additional margins (even though not required by the Exchange, Clearing House/Clearing Corporation or SEBI) and the client shall be obliged to pay such margins within the stipulated time.
  - E. Payment of margins by the client does not necessarily imply complete satisfaction of all dues. In spite of consistently having paid margins, the client may, on the closing of its trade, be obliged to pay (or entitled to receive) such further sums as the contract may dictate/require.
3. The Client agrees to pay to the stock broker brokerage and statutory levies as are prevailing from time to time and as they apply to the Client's account, transactions and to the services that stock broker renders to the Client. The stock broker agrees that it shall not charge brokerage more than the maximum brokerage permissible as per the rules, regulations and bye-laws of the relevant stock exchange/SEBI.
4. The client agrees to abide by the exposure limits, if any, set by the stock broker or by the Exchange or Clearing Corporation or SEBI from time to time.
5. Without prejudice to the stock broker's other rights (including the right to refer a matter to arbitration), the stock broker shall be entitled to liquidate/close out all or any of the client's positions for non-payment of margins or other amounts, outstanding debts, etc. and adjust the proceeds of such liquidation / close out, if any, against the client's liabilities/ obligations. Any and all losses and financial charges on account of such liquidation/closing-out shall be charged to and borne by the client.
6. The stock broker agrees that the money/securities deposited by the client shall be kept in a separate account, distinct from his/its own account or account of any other client and shall not be used by the

- stock broker for himself/itself or for any other client or for any purpose other than the purposes mentioned in SEBI Rules and Regulations circulars/ guidelines/Exchanges Rules/Regulations/ Bye- laws and circulars.
7. The client agrees to immediately furnish information to the stock broker in writing , if any winding up petition or insolvency petition has been filed or any winding up or insolvency order or decree or award is passed against him or if any litigation which may have material bearing on his capacity has been filed against him.
  8. The stock broker agrees to inform the client and keep him apprised about trading/settlement cycles, delivery/payment schedules, any changes therein from time to time, and it shall be the responsibility in turn of the client to comply with such schedules/procedures of the relevant stock exchange.
  9. In the event of death or insolvency of the client or his/its otherwise becoming incapable of receiving and paying for or delivering or transferring securities which the client has ordered to be bought or sold, stock broker may close out the transaction of the client and claim losses, if any, against the estate of the client. The client or his successors, heirs and assigns shall be entitled to any surplus which may result there from.
  10. The stock broker agrees that it shall co-operate in redressing grievances of the client in respect of transactions routed through it and in removing objections for bad delivery of shares, rectification of bad delivery, etc. in respect of shares and securities delivered/to be delivered or received/to be received by the client.
  11. The stock broker shall continue to be responsible for replacing bad deliveries of the client in accordance with applicable "Good & bad delivery norms" even after termination of the agreement and shall be entitled to recover any loss incurred by him in such connection from the client.
  12. The stock broker shall ensure due protection to the client regarding client's rights to dividends, rights or bonus shares, etc. in respect of transactions routed through it and it shall not do anything which is likely to harm the interest of the client with whom and for whom it may have had transactions in securities .
  13. The client and the stock broker agree to refer any claims and/or disputes to arbitration as per the Rules, Byelaws and Regulations of the Exchange and circulars issued thereunder as may be in force from time to time.
  14. The stock broker hereby agrees that he shall ensure faster settlement of any arbitration proceedings arising out of the transactions entered into between him and the client and that he shall be liable to implement the arbitration awards made in such proceedings .
  15. Information about default in payment/delivery and related aspects by a client shall be brought to the notice of the relevant stock Exchange(s). In case where defaulting client is a corporate entity/partnership/proprietary firm or any other artificial legal entity, then the name(s) of director(s)/promoter(s)/ Partner(s)/proprietor as the case may be, shall also be communicated to the relevant stock exchange(s).
  16. The stock broker and the client agree to reconcile their accounts at the end of each quarter with reference to all the settlements where payouts have been declared during the quarter.
  17. The stock broker and the client agree to abide by any award passed by the Ombudsman under the SEBI (Ombudsman) Regulations, 2003.
  18. The stock broker and the client declare and agree that the transactions executed on the Exchange are subject to Rules, Byelaws and Regulations and circulars issued thereunder of the Exchange and all parties to such trade shall have submitted to the jurisdiction of such court as may be specified by the Byelaws and Regulations of the Exchange for the purpose of giving effect to the provisions of the Rules, Byelaws and Regulations of the Exchange and the circulars issued thereunder.
  19. The instructions issued by an authorized representative, if any, of the client shall be binding on the client in accordance with the letter authorizing the said representative to deal on behalf of the said client.
  20. Where the Exchange cancels trade(s) suo moto all such trades including the trade/s done on behalf of the client shall ipso facto stand cancelled.
  21. This agreement shall forthwith terminate; if the stock broker for any reason ceases to be a member of the stock exchange including cessation of membership by reason of the stock broker's default, death, resignation or expulsion or if the certificate issued by the Board is cancelled.
  22. The stock broker and the client shall be entitled to terminate this agreement without giving any reasons to the other party, after giving notice in writing of not less than one month to the other parties. Notwithstanding any such termination, all rights, liabilities and obligations of the parties arising out of or in respect of transactions entered into prior to the termination of this agreement shall continue to subsist and vest in /be binding on the respective parties or his / its respective heirs, executors, administrators, legal representatives or successors, as the case may be.
  23. In addition to the specific rights set out in this Agreement, the stock broker and the client shall be entitled to exercise any other rights which the stock broker or the client may have under the Rules, Bye-laws and Regulations of the Exchange and circulars issued thereunder or Rules and Regulations of SEBI.
  24. Words and expressions which are used in this Agreement, but which are not defined herein shall, unless the context otherwise requires, have the same meaning as assigned thereto in the Rules, Byelaws and Regulations of the Exchange and circulars issued thereunder.
  25. The provisions of this agreement shall always be subject to Government notifications, any rules, regulations, guidelines and circulars issued by SEBI and Rules, Regulations and Bye laws of the relevant stock exchange that may be in force from time to time.
  26. The stock broker hereby undertakes to maintain the details of the client as mentioned in the client registration form or any other information pertaining to the client in confidence and that it shall not disclose the same to any person/ authority except as required under any law/regulatory requirements; Provided however that the stock broker may so disclose information about the client to any person or authority with the express permission of the client.
  - 27 This agreement can be altered, amended and /or modified by the parties mutually in writing without derogating from the contents of this Agreement. Provided however, if the rights and obligations of the parties hereto are altered by virtue of change in Rules and regulations of SEBI or Bye-laws, Rules and Regulations of the relevant stock Exchange, such changes shall be deemed to have been incorporated herein in modification of the rights and obligations of the parties mentioned in this agreement.



## VOLUNTARY CLAUSES

DOCUMENT INCORPORATING ADDITIONAL TERMS AND CONDITIONS FOR THE PURPOSE OF MUTUAL CONVENIENANCE AND SMOOTH CONDUCT OF BUSINESS-RELATIONS

Client is required to note that the below mentioned clauses are not mandatory as per the Stock Exchange / SEBI requirements but are binding on the client if they want to avail the services of the Member. The Client may revoke any or all the clauses of this document by communication in writing or by striking out the relevant clause and in such an event the Member reserves a right to terminate some or all the services permitted to the Client.

### 28. SJJ FINANCE GROUP OF COMPANIES

For the purpose of this agreement, group or associate companies of the MEMBER, ("SJJ Finance Group") will include the following entities:

1. **SJJ Finance & Securities Private Limited**; Member of Bombay Stock Exchange Ltd (**BSE**), bearing SEBI Registration No. INB / INF 010960458; Member of the National Stock Exchange of India (**NSE**) bearing SEBI Registration No. INB / INF / INE 231118333, Member of MCX Stock Exchange Ltd. (**MCX-SX**) bearing SEBI Registration No. INE 261118333 Member of Calcutta Stock Exchange (**CSE**) bearing SEBI Registration No. INB 030960430 and Depository Participant with the Central Depository Services of India Ltd. (**CDSL**) bearing SEBI Registration No. IN-DP-CDSL-98-2000
2. **SJJ Commodities Private Limited**; Member of the National Commodity and Derivatives Exchange Ltd (**NCDEX**) bearing FMC Registration No. NCDEX/TCM/CORP/0055, Multi-Commodity Exchange of India Ltd (**MCX**). bearing Registration No. MCX/TCM/CORP/0394, National Spot Exchange Ltd. (**NSEL**) Membership No. 10860 and National Multi-Commodity Exchange of India Limited (**NMCE**) bearing Registration No NMCE/TCM/CORP/0102
3. **M/s Sureshchand S. Jain**; Member of the National Stock Exchange of India (**NSE**) bearing SEBI Registration No. INB / INF 230650717

### 29. ACTING AS A SUB BROKER

The CLIENT agrees that he will not act as a SubBroker without prior written permission of the MEMBER and without obtaining the registration certificate from SEBI

### 30. BANK & DEPOSITORY ACCOUNTS

To facilitate easy and timely transfer of funds, to and from the CLIENT, the CLIENT agrees to open a savings / current bank account with a bank specified by the MEMBER. The CLIENT's account has to be operative prior to his placing the first order with the MEMBER.

To facilitate easy and timely transfer of securities and to meet the margin requirements of the MEMBER, the CLIENT agrees to maintain his Beneficial Owner's account with the Depository Participant, **SJJ FINANCE & SECURITIES PRIVATE LIMITED**, bearing SEBI Registration No. IN-DP-CDSL-98-2000. The CLIENT authorises the MEMBER to debit depository service charges associated with its Beneficial Owner's Account to its trading account with the MEMBER.

### 31. MARK TO MARKET MARGIN IN DERIVATIVES

The CLIENT agrees to pay an upfront margin that will be sufficient to cover the daily margins. If at any time the cumulative Mark to Market margin (MTM) in the CLIENT's account falls short of the margin required in the CLIENT's account, the CLIENT agrees to heed to the MEMBER's additional margin calls. The CLIENT will ensure that margins are adequate at all times and will immediately make good any shortfall that the MEMBER may communicate.

### 32. PAYMENT THROUGH CHEQUE

CLIENTS hereby confirm to make payments for purchase and clear all debits before pay-in. In case MEMBER does not receive funds before due date (i.e. pay-in date) MEMBER will have all rights to sell the shares / square off position in Derivative Segment without any further intimation to CLIENT. The cost and consequences of such action shall be entirely CLIENT's responsibility and shall be without any prejudice to MEMBER's rights to take any other action to recover the dues. In case of shares purchased being sold the next day or later on the same exchange or any other exchange it is hereby confirmed that CLIENT will make the payments first and then receive the payments on payout of the sale transactions.

In case where the payment by the CLIENT towards the margin is made through a cheque issued in favour of the MEMBER, any trade(s) will be executed by the MEMBER only upon the realisation of the funds of the said cheque or at the discretion of the MEMBER. The CLIENT agrees that it will not make any third party payment from any account (Other than what is specified in the client agreement / KYC) In case of such transfers being made from a third party the CLIENT agrees to intimate the MEMBER, in writing of the same. The CLIENT also agrees that the broker may accept or reject such third party transfers and the CLIENT will not hold the MEMBER responsible for any loss incurred in such cases.

### 33. MARGIN IN FORM OF SECURITIES

The CLIENT may place margin with the MEMBER in the form of securities as approved by the MEMBER. Such securities may, at the discretion of the MEMBER, be marked as lien in favour of the MEMBER from the depository account of the CLIENT or such securities may be placed in a separate depository account of the MEMBER to be earmarked as margin from the CLIENT.

The CLIENT agrees and authorises the MEMBER to determine the market value of the securities placed as margin after applying a haircut that the MEMBER deems appropriate. The CLIENT's positions are valued at the latest market price available (marked to market) on a continuous basis by the MEMBER. The CLIENT undertakes to monitor the adequacy of the collateral and the market value of such securities on a continuous basis. If due to price fluctuations, there is erosion in the value of the margins, the CLIENT agrees to replenish any shortfall in the value of the Margins immediately, whether or not the MEMBER intimates such shortfall.

### 34. TYPE OF MARGIN

The MEMBER may at its sole discretion prescribe the payment of Margin in the form of cash instead of securities. The CLIENT agrees to comply with the MEMBER's requirement of payment of margin in the form of cash immediately, failing which, the MEMBER may sell, dispose, transfer or deal in any other manner the securities already placed with it as margin or square off all or some of the positions of the CLIENT as it deems fit in its discretion without further reference to the CLIENT and any resultant or associated losses that may occur due to such square off / sale shall be borne by the CLIENT and the MEMBER is hereby fully indemnified and held harmless by the CLIENT in this behalf.

### 35. MARGIN WITH EXCHANGE / BANKS / INSTITUTIONS

The CLIENT agrees that any securities or funds placed by it as Margin may in turn be placed as margin by the MEMBER with the Exchange or banks or such other institutions and in such form as the MEMBER may deem fit. Funds lying in the CLIENT's Margin account may be used for the purpose of placing Fixed Deposits with banks to be submitted to the Clearing House / Exchange and / or as margin Fixed Deposits for obtaining bank guarantee in favour of the Exchange / Clearing House. The CLIENT authorises the MEMBER to do all such acts, deeds and things as may be necessary and expedient for placing such securities or funds with the Exchange / banks / institutions as margin.

### 36. SHORTFALL IN MARGINS

If payment / securities towards the margin or shortfall in margin is not received instantaneously to enable restoration of sufficient margin in the CLIENT's account, all or some of the positions of the CLIENT as well as the securities placed as margin may be liquidated by the MEMBER at its sole discretion without further reference or prior notice to the CLIENT. The resultant or associated losses that may occur due to such square off / sale shall be borne by the CLIENT and the MEMBER is hereby fully indemnified and held harmless by the CLIENT in this behalf. Such liquidation / close out of positions will be applicable to any segment in which the CLIENT does business with the MEMBER.

The CLIENT is responsible for all orders executed, including those orders that may have been executed without availability of the required margin, in the CLIENT's account. If the CLIENT's order has been executed despite a shortfall in the available margin, the CLIENT shall, whether or not the MEMBER intimates such shortfall, make good such shortfall, either through delivery of shares in the event of sale or credit the required funds in the bank account via wire or personal cheque, banker's cheque or money order or account transfer, demand draft or any other mode.

Any reference in these terms to sale or transfer of securities by the MEMBER shall be deemed to include sale of the securities, which form part of the margin maintained by the CLIENT with the MEMBER. In exercise of the MEMBER's right to sell securities / Square off Position under the agreement, the CLIENT agrees that the choice of specific securities to be sold shall be solely at the MEMBER's discretion.

Any amendment in the percentage of margins as required to be maintained under this agreement, shall be intimidated by the MEMBER to the CLIENT over telephone or in writing. The CLIENT is required to make good the shortfall in such margins, if any, on demand of the same by the MEMBER.

### 37. ADJUSTMENT OF BALANCES IN INTER-FIRM, INTER-FAMILY ACCOUNTS

The CLIENT or the constituent(s) of the "Family" of the CLIENT (for the purpose of this agreement "Family" shall hereinafter mean all the individuals, group companies, firms, entities and other persons as specified by the CLIENT who have consented and agreed that their accounts will be treated collectively) who may be registered as a CLIENT in any of the MEMBER's group or associate companies under one or more of the following segments:

1. as a broking / trading CLIENT for dealing in securities / contracts on one or more segments of the National Stock Exchange of India (NSE) / The Bombay Stock Exchange Ltd (BSE) / The Calcutta Stock Exchange (CSE) / MCX Stock Exchange Ltd. (MCX-SX) The National Commodity and Derivatives Exchange of India (NCDEX) / The Multi-Commodity Exchange (MCX) / National Spot Exchange Ltd. (NSEL) National Multi-Commodity Exchange of India Limited (NMCE) through any of the MEMBER's group or associate companies
2. as a CLIENT holding Beneficial Owner's depository account with the Depository Participant being the MEMBER's group or associate company
3. or as a CLIENT for any other product or service that may be offered by the MEMBER's group or associate companies and availed of in the future; agree that the account of the CLIENT or that of any constituent(s) of the **Family** refers to and includes any account(s) in any of the above segments, in any of the MEMBER's group or associate companies, taken individually or collectively including account(s) opened by the MEMBER after the signing of this agreement.



## VOLUNTARY CLAUSES

I/We shall be buying/selling/trading in securities or derivatives across various segments of various Exchange through MEMBER's Group companies and for the consideration thereof, shall have to make payment and a situation may emerge when accounts may show a debit balance in my/our running account with a segment of an Exchange and a credit balance in my/our running account with another segment/Exchange. With a view of efficiently utilize the funds, MEMBER hereby authorized to transfer the surplus funds from one account of **Family** to another account of **Family** across segments/Exchanges/MEMBER group Companies, whenever the need arises without getting specific conformation from CLIENT

The CLIENT authorises the MEMBER to set off a part or whole of the collateral i.e. by way of appropriation of the relevant amount of cash or by sale or transfer of all or some of the securities placed as margin / collateral, and / or any credit in any account of the CLIENT or of the constituents of the **Family** of the CLIENT in any of the above mentioned segments with the MEMBER or group companies of the MEMBER, against the outstanding dues in the account of the CLIENT and / or of the constituents of **Family** of the CLIENT under this agreement.

The CLIENT is aware and has agreed and authorises the MEMBER to charge interest on the debit balance in any of the **Family** accounts. No interest shall be charged / payable by the MEMBER on any credit balance in any account.

The MEMBER shall debit the interest as calculated above, to the account of the CLIENT or to any constituents of the **Family** irrespective of the fact that the account to which the interest is charged has credit balance.

The CLIENT is aware and has agreed that the above interest on the debit balance shall be calculated on daily product basis and charged on monthly basis to the CLIENT's account or to the account of any constituent of the **Family**.

The above interest shall become due and payable at the end of each month / such other interval decided by the MEMBER or on termination of this agreement as per the provisions herein, whichever is earlier.

### 38. INVESTMENT ADVICE

SSJ Finance Group does not intend to give and the CLIENT acknowledges that SSJ Finance Group shall not be liable to provide to the CLIENT any tax, legal or investment advice of any kind or any advice or option with respect to the nature, potential value or suitability of any particular securities, trade, transaction, investment or investment strategy. The CLIENT understands and agrees that in the event the CLIENT receives or accesses any investment research reports or any investment or other recommendations or advice from SSJ Finance Group and / or any Business Associates (or any employee or official of SSJ Finance Group or a Business Associate) Or on SSJ Finance Group's Web Site or that of any Business Associates, the same is on a no-liability, no guarantee, no solicitation and no obligation basis and any decision, action or omission thereon by the CLIENT shall be entirely at the CLIENT 's risk and should be based solely on the CLIENT's own verification of all the relevant facts, financial and circumstantial, a proper evaluation thereof and SSJ Finance Group shall not be responsible or liable for the same for any reason whatsoever.

The CLIENT also acknowledges that SSJ Finance Group's employees, Business Associates and /or any employee of any Business Associate are not authorised to give such advice and that the CLIENT will not solicit or rely upon any such advice from SSJ Finance Group, Business Associate and / or any of the employees of SSJ Finance Group and /or a business Associate. The CLIENT agrees that in the event of SSJ Finance Group or any employee or official of SSJ Finance Group , any Business Associate and / or any employee of any Business Associate providing any information, recommendation or advice to the CLIENT, the CLIENT may act upon the same at the sole risk and cost of the CLIENT, and SSJ Finance Group shall not be liable or responsible for the same.

### 39. PURCHASE / SALE OF SHARES / SECURITIES/ DERIVATIVE CONTRACT

CLIENT will not sell any securities until he has confirmed clear balances of holding of the same in his Demat account. Further in case CLIENT buys securities in one Exchange and sells the same on another Exchange, or if CLIENT buys securities and sells back the same before having received them in his Demat account, CLIENT hereby confirms that he will be fully responsible in the event of any auctions happening of his sale obligation, due to the deliveries having been received short from the purchasing exchange and/or due to the operational/procedural delays for inter-depository and inter settlement transactions and time taken by depositories to execute the same and/or for any other reason whatsoever. Also, all such consequences, actions penalties or any other financial loss or charges will be purely and entirely on CLIENT's account and MEMBER will in no way be responsible and/or liable for the same

### 40. PAYOUT OF SECURITIES / FUNDS

In order to facilitate operations, the CLIENT authorises the MEMBER to maintain a running account with the MEMBER, instead of settlement-to-settlement clearance of securities / funds due to the CLIENT. The payout of securities / funds may be retained by the MEMBER and no interest shall be payable by the MEMBER on such securities / funds so retained. CLIENT authorises the member to transfer the securities so retained by MEMBER in any settlement or inter settlement towards the CLIENT pay-in obligation against future sale. The CLIENT also authorises the MEMBER to withhold

delivery due to the CLIENT against any debit balance or pending sale in the CLIENT's account or for margin/ future obligation. CLIENT authorises the member to consider the funds/ securities so retained by MEMBER towards collateral margin for allowing exposure to CLIENT MEMBER may hold CLIENT's shares in margin account or such other account as MEMBER may deem fit

The CLIENT agrees that the MEMBER shall not be liable for any claim for loss of profit, or for any consequential, incidental, special or exemplary damages caused by retention of such securities / funds under this agreement or otherwise. On written request of the CLIENT, the MEMBER may release the securities / funds to the CLIENT if sufficient margins in respect of the CLIENT's trading across the various segments and across the MEMBER's group or associate companies are available with the MEMBER. With a view to efficiently utilise funds, the CLIENT authorises the MEMBER to transfer / adjust credit balance / surplus funds lying in an account of the CLIENT to any other account of the CLIENT in deficit with the MEMBER or otherwise across any segment/any exchange /group companies of the MEMBER, whenever the need arises without any specific confirmation for the CLIENT.

The CLIENT agrees and accept that any amounts which are overdue from him or any of his family/group accounts towards meeting CLIENT's fund obligation to MEMBER of SSJ Finance group will be charged delayed or late payment charges @ 2 % per month or such other rates as may be determined by the MEMBER. CLIENT further agrees that the late payment charges on the debit balance shall be calculated on daily product basis.

### 41. CANCELLATION OF TRADES

The Exchange may cancel a trade suo-motu without giving any reason thereof. There may be insufficient bids or offers or suspension of trading due to price limits or circuit breakers. The electronic trading systems either at the exchange or in the MEMBER's office are vulnerable to temporary disruption or failures. In the event of trade cancellation due to such events or vulnerabilities, MEMBER shall be entitled to cancel, relative contract(s) with the CLIENT. At times, due to such unforeseen circumstances the MEMBER may not be able to execute the desired transactions (either the CLIENT's own transactions or transactions for enforcing margins as provided in this agreement) on a timely basis. The MEMBER does not accept responsibility for any losses that the CLIENT may incur on such eventualities and the MEMBER will not be held responsible for any loss to CLIENT from executed /unexecuted orders or trades due to technical failure/Exchange logout/natural calamities/theft or any other reason, which may or may not beyond the control of the MEMBER.

### 42. SHORTAGES

In case of purchases of securities by the CLIENT, at times the MEMBER may be unable to deliver the securities to the said purchaser on the pay-out date due to non-receipt of the securities from the Exchange or in case of non-receipt of the said securities from another CLIENT of the MEMBER who has sold the securities against the said purchase transaction. In cases of such short delivery, the securities shall be delivered to the purchaser as per the policy of the MEMBER / Exchange as amended from time to time. Alternatively, the CLIENT may be debited / credited for funds as per the internal auction policy of the MEMBER.

### 43. DIGITALLY SIGNED CONTRACT NOTES / TRADE CONFIRMATION

The CLIENT permits the MEMBER to provide digitally signed contract notes / Statement of Accounts etc. through internet, at the CLIENT's email address or at the Member's Website. Now therefore:

1. CLIENT agrees that email ID will be created by MEMBER on behalf of CLIENT for the purpose of sending contract notes, trade confirmations bills and accounts statements, notices, circulars, amendments, ledger confirmations, margin and demat account holding statement and all such other documents. CLIENT agrees that all such documents sent to the CLIENT at the email ID so created is acceptable to the CLIENT and binding on the CLIENT.
2. The CLIENT agrees not to receive the contract notes in paper form from the MEMBER. Provided however that in case when the member is not able to provide contract notes to the CLIENT electronically due to any reason, the MEMBER may choose to deliver the contract note to the CLIENT in any physical form.
3. The CLIENT agrees that it shall access the electronic contract notes / trade confirmation of the trades executed on its behalf on the trade date electronically on the MEMBER's web-site or at the CLIENT's email address (as provided by the CLIENT or as communicated by the MEMBER to the CLIENT) or through such means / mode as may be provided by the MEMBER from time to time. The CLIENT understands that it is its responsibility to review all confirmations, contract notes, statements, notices and other communications including but not limited to margin and maintenance calls immediately upon receipt. All information contained therein will be binding upon the CLIENT, if CLIENT does not object, either in writing or via electronic mail within 24 hours after any such documents are available to the CLIENT. The CLIENT agrees that non receipt of bounced mail notification by the MEMBER shall amount to delivery of the contract note at the email ID of the CLIENT.
4. Should the CLIENT experience any difficulty opening a document electronically delivered by the MEMBER, the MEMBER may choose to make the required delivery by any other electronic means (e-mail, electronic mail attachment, or in the form of an available download on the internet) or in paper-based format. Failure to advise the MEMBER of such difficulty within 24 hours from trading date shall serve as an affirmation that CLIENT was able to open and receive the said document.
5. The CLIENT agrees that the MEMBER fulfils its legal obligation to deliver

## **VOLUNTARY CLAUSES**

any such document if made available / sent via electronic delivery.

- In all cases, the MEMBER reserves the right to determine the validity of the CLIENT's objection to the transaction. The CLIENT agrees that the MEMBER will not be responsible for the non-receipt of the trade confirmation due to any change in correspondence address / Email ID or any other address of the CLIENT not intimated to the MEMBER in writing.

### **44. ORDER / TRADE SLIPS/ CONTRACT NOTES**

The MEMBER may accept verbal trade instructions from the CLIENT including instructions for modification or cancellation of trade orders entered in the trading system. The MEMBER may in its discretion require the CLIENT to provide the above instructions in writing. The CLIENT agrees that the MEMBER will not provide any order confirmation / modification / cancellation slips or trade confirmation slips or copies thereof as these will only increase paper work. The CLIENT accepts that contract notes will suffice its documentary requirements

Further it is agreed that CLIENT will send his representative to Member's office daily to collect contract notes/bills/shares/account statements, etc. If not possible daily, than in such case he will send his representative to collect the same at a later stage at his own risk and consequences. Contract notes and other documents so accepted by CLIENT or his representative either from MEMBER's office or delivered by MEMBER to CLIENT's representative/sub-broker/authorized person will be deemed to have been directly accepted by CLIENT himself and CLIENT take full responsibility for the contents of the same unless otherwise intimated by CLIENT within 48 hours of issue of such contract notes by MEMBER. Further CLIENT also authorize MEMBER to send contract notes/bills/shares/account statements, etc through courier. In such case the courier receipt of the same should be treated as confirmation of receipt of such contract. Full responsibility for the contents of the same unless otherwise intimated by CLIENT within 48 hours of issue of such contract notes by MEMBER. Further CLIENT also authorize MEMBER to send contract notes/bills/shares/account statements, etc through courier. In such case the courier receipt of the same should be treated as confirmation of receipt of such contract

### **45. DP CHARGES AND EXCHANGE OF INFORMATION**

CLIENT agrees that whatever charges debited by DP towards his demat account can be debited / charged in his running trading account maintained with the MEMBER

Further CLIENT agrees and authorizes the MEMBER as well as the DP to inter exchange the CLIENT's information for smooth conduct of the business

### **46. INTERNET TRADING NSE**

The CLIENT is aware that authentication technologies and strict measures are required for the internet trading through order routed system and undertakes to ensure that the password of the CLIENT and / or his authorised representative are not revealed to any third party.

The CLIENT agrees that the MEMBER shall not be liable or responsible for non execution of the orders of the CLIENT due to any link/system failure at the CLIENT / MEMBERS / EXCHANGE end

### **47. PROPRIETARY TRADES OF MEMBER**

The MEMBER informs the CLIENT that it trades in its Proprietary Account and the CLIENT notes the same

### **48. TAPE RECORDING OF CONVERSATION**

The CLIENT is aware that the MEMBER tape-records the conversations between the CLIENT and the MEMBER, either personally or over the telephone, and hereby specifically permits the MEMBER to do so. The MEMBER may rely upon such recordings as and when required to resolve disputes in connection with the trading transactions.

### **49. INDEMNIFICATION**

The CLIENT shall indemnify and keep indemnified the MEMBER harmless from and against claims, demands, actions, proceedings, loss, damages, liabilities, charges and/or expenses that are occasioned or may be occasioned to the MEMBER directly or indirectly, owing to bad delivery/fake/forged/ stolen shares/securities/transfer document that are or may be introduced by or through the CLIENT during the course of its dealings/operations on the Exchange. The CLIENT confirms having read and understood the terms and conditions of the MEMBER/CLIENT Agreement and agrees to be bound by them including those excluding/limiting the MEMBER's and Exchanges' liabilities. The CLIENT shall not, while acting alone or in concert with others, directly or indirectly, hold or control excess number of permitted securities/contracts as fixed from time to time by the Exchange/SEBI without complying with the

necessary guidelines. The CLIENT indemnifies the MEMBER against all liabilities arising from violation of such guidelines.

### **50. OTHER EXPENSES AND CHARGES**

CLIENT further authorizes MEMBER to directly debit his account with any charges incurred or defined by MEMBER such as depository or bank charges, SMS charges client registration charges, courier charges, penalties and fines and application form with respect to trading accounts delayed payment charges etc including those incidental to the margin accounts maintained by CLIENT

### **51. STATUTORY RULES & REGULATIONS**

The MEMBER is under no obligation to inform the CLIENT of changes in these rules, regulations, guidelines or circulars.

### **52. AMENDMENT**

The MEMBER may from time to time amend this agreement for complying with any change in its corporate policies. The MEMBER shall intimate the same to the CLIENT. In case the CLIENT continues to deal with the MEMBER subsequent to the intimation of such amendments it shall be deemed that the CLIENT is agreeable to the new clauses. However, the CLIENT has the right to terminate the agreement through communication in writing subject to meeting its financial and other obligations.

### **53. FORCE MAJEURE**

The MEMBER shall not be responsible for any losses, costs or damages resulting directly or indirectly from any action, omission, suspension of trading, decision or ruling of any exchange / regulator / government / other body / any other person which is beyond the MEMBER's control OR any war / strike / lockout / national disaster / act of terrorism / delay in postal services / any other delay/inaccuracy in the transmission of orders / other information or any breakdown / failure / malfunctioning beyond the control of the MEMBER of any telecommunication or computer system. The above Force Majeure events do not exempt the CLIENT to fulfil the obligations in its account with the MEMBER.

### **54. ASSIGNMENT**

Either party to this agreement shall not assign or transfer all or any of its rights or obligations hereunder without the prior consent of the other party.

### **55. SEVERANCES**

In case any one or more of the provisions contained in this agreement becomes invalid, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereto.

### **56. TRADE AND / OR OTHER SMS**

The Client hereby agrees to accept his trade summary / confirmation or other communication including research / trading call via SMS on his mobile number. Further the CLIENT agrees to pay for the SMS service and authorise the MEMBER to debit the charges decided by the MEMBER from time to time.

### **57. NOTICE**

All notices or communications issued under this agreement shall be served in any one or more of the following ways under (a) to (l) below and such notice or communication shall be served at the ordinary business address and / or ordinary place of residence and / or last known address of the party:  
(a) by post; (b) by registered post; (c) under certificate of posting; (d) by express delivery post; (e) by telegram; (f) by affixing it on the door at the last known business / residential address; (g) by oral communication to the party or on the last known telephone number or on the recording machine of such number; (h) by advertising it in at least one prominent daily newspaper having circulation in the area where the last known business / residential address of the respondent is situated; (i) by sending a message through the trading system; (j) by a notice posted on the notice board of the Exchange if no address is known; (k) by electronic mail or fax; (l) by hand delivery.

Any communication sent by the MEMBER to the CLIENT shall be deemed to have been properly delivered or served, even if such communication is returned to the MEMBER as unclaimed / refused / undelivered, if the same is sent to the ordinary business address and / or residential address or last known address of the party in any one or more ways mentioned above

### **58. Dispute Resolution / Law and Jurisdiction**

Any claim, dispute or difference arising between the Parties hereto in respect of this Agreement or any contract, trades, dealings, or transactions pursuant hereto or any rights, obligations, terms or conditions as contained in this Agreement or the interpretation or construction of this Agreement shall be subject to the grievance redressal procedure of the concerned Exchange and shall be subject to the arbitration procedure as prescribed by the Rules, Bye-laws, Regulations of the Exchange and issued there under from time to time. MEMBER and the CLIENT are aware of the provisions of the Bye laws, Rules and Regulations of the concerned Exchange relating to arbitration.

Courts in Mumbai shall have exclusive jurisdiction for the purpose of giving effect to dispute claims resolution if any.

## INTERNET TRADING

The Member offers and/or proposes to offer the Internet Trading System Service to its clients; and the Client desires to avail of the Member's Internet Trading System Service for purchasing, selling or otherwise dealing in securities;

### 59. DEFINITIONS :

- A. In this Agreement (including the Recitals above), unless the context otherwise requires the following words shall have the following meanings:-
- (i) **"the Exchange"** means the National Stock Exchange of India Ltd and includes a segment of the Exchange.
- (ii) **"Exchange Provisions"** means the Rules, Bye-laws, Regulations, Business Requirement, Specifications, handbooks, notices, circulars and resolutions of the Exchange or any segment of the Exchange in force from time to time and includes the Minimum Requirements Handbook for Internet Trading System prescribed by the Exchange, as amended from time to time.
- (iii) **"Internet Trading System"** means Internet based Through Order Routing System, being a system approved by the Exchange for enabling clients to route their orders to their Member over the internet.
- (iv) **"Internet Trading System Account Application"** means the application submitted by the Client to the Member to permit the Client to avail of the Member's Internet Trading System Service.
- (v) **"Internet Trading System Service" or "Service"** means the service offered by the Member to its clients through Internet Trading System whereunder the clients can route their orders for purchase, sale and other dealings in securities through the Member's Internet Trading System.
- (vi) **"Member's Internet Trading System" or "Member's Internet Trading System WebSite"** means the web site hosted by the Member on the internet through which the Member offers the Internet Trading System Service and includes the hardware and software used for hosting and supporting the WebSite.
- (vii) **"Password"** means an alphanumeric code used by the Client to validate his/her username and access the Service.
- (viii) **"SEBI"** means the Securities & Exchange Board of India.
- (ix) **"Username"** means an alphanumeric login identification used by the Client for accessing the Service.
- B. In this Agreement, headings are used for convenience and ease of reference only and shall not affect the construction or interpretation of any provision of this Agreement.
- C. In this Agreement, unless the context otherwise requires, reference to the singular includes a reference to the plural and vice-versa, and reference to any gender includes a reference to all other genders.
- D. In this Agreement, unless the context otherwise requires, references to Recitals and Clauses shall be deemed to be a reference to the recitals and clauses of this Agreement.
- E. References to any enactment are to be construed as referring also to any amendment or re-enactment thereof and to any rule, bye-law, regulation, business requirement, specification, order or other provision made under it.

### 60. AGREEMENT TO PROVIDE AND AVAIL OF THE INTERNET TRADING SYSTEM SERVICE :

The Member agrees to provide the Member's Internet Trading System Service to the Client, and the Client agrees to avail of the Trading Member's Internet Trading System Service, on and subject to the terms and conditions of this Agreement, the Exchange Provisions and the terms of the Member's Internet Trading System Web Site.

### 61. USER NAME AND PASSWORD :

- A. The Client will be entitled to a username and password, which will enable him to access the Member's Internet Trading System for availing of the Service.
- B. The Client is aware that the Member's Internet Trading System itself generates the initial password and that the Member is aware of the same. The Client agrees and undertakes to immediately change his initial password upon receipt thereof. The Client is aware that subsequent passwords are not known or available to the Member.
- C. The Client shall be responsible for keeping the Username and Password confidential and secure and shall be solely responsible for all orders entered and transactions done by any person whatsoever through the Member's Internet Trading System using the Client's Username and / or Password whether or not such person was authorised to do so.
- D. The Client shall immediately inform the Member of any unauthorised use of the Client's Username or Password with full details of such unauthorised use including the date of such unauthorised use, the manner in which it was unauthorisedly used, the transactions effected pursuant to such unauthorised use, etc.
- E. The Client acknowledges that he is fully aware of and understands the risks associated with availing of a service for routing orders over the internet including the risk of misuse and unauthorised use of his Username and/or Password by a third party and the risk of a person hacking into the Client's account on the Member's Internet Trading System and unauthorisedly routing orders on behalf of the Client through the System. The Client agrees that he shall be fully liable and responsible for any and all unauthorised use and misuse of his Password and/or Username and also for any and all acts done by any person through the Member's Internet Trading System on the Client's Username in any manner whatsoever.
- F. The Client shall log off from the Internet Trading System Service at any time the Client is not accessing or using the Service and any liability incurred to the Client as a consequence of the Client not logging off the Service shall borne solely by the Client.
- G. Without prejudice to the provisions of Clause E(61), the Client shall immediately notify the Member in writing with full details if :
- (i) he discovers or suspects unauthorised access through his Username, Password or account,
- (ii) he notices discrepancies that might be attributable to unauthorised access, (iii) he forgets his password or
- (iii) he discovers a security flaw in the Member's Internet Trading System.
- H. In any of the above events specified in Clause G(61), the Client shall immediately change his Password. However, if the Client is unable to change his Password by reason of his having forgotten his Password or his Password having been unauthorisedly changed by some other person or for any other reason then the Client shall immediately request the Member in writing to discontinue his old Password; and thereupon the Member shall cause the Member's Internet Trading System to discontinue the use of the Client's old Password and the Member's ITORS System shall generate a new Password for the Client which shall be communicated to the Client. At no point in time shall the Member be liable for any loss, whether notional or actual, that may be suffered by the Client on account of the misuse of the Password.

### 62. TRANSACTIONS AND SETTLEMENTS :

- A. All orders for purchase, sale or other dealings in securities and other instructions routed through the Member's Internet Trading System via the Client's Username shall be deemed to have been given by the Client.
- B. The orders and instructions and all contracts and transactions entered into pursuant thereto and the settlement thereof will be in accordance with the Exchange Provisions.
- C. The Member may from time to time impose and vary limits on the orders which the Client can place through the Member's Internet Trading System (including exposure limits, turnover limits, limits as to the number, value and/or kind of securities in respect of which orders can be placed, the companies in respect of whose securities orders can be placed, etc.). The Client is aware and agrees that the Member may need to vary or reduce the limits or impose new limits urgently on the basis of the Member's risk perception and other factors considered relevant by the Member, and the Member may be unable to inform the Client of such variation, reduction or imposition in advance. The Client agrees that the Member shall not be responsible for such variation, reduction or imposition or the Client's inability to route any order through the Member's Internet Trading System on account of any such variation, reduction or imposition on of limits. The Client understands and agrees that the Member may at any time, at its sole discretion and without prior notice, prohibit or restrict the Client's ability to place orders or trade in securities through the Member.
- D. Though orders will generally be routed to the Exchange's computer systems within a few seconds from the time the order is placed by the Client on the Member's Internet Trading System, the Member shall not be liable for any delay in the execution of any order or for any resultant loss on account of the delay.
- E. The Client agrees that the Member may, at its sole discretion, subject any order placed by a Client to manual review and entry, which may cause delays in the processing of the Client's order or may result in rejection of such order.
- F. In case of a market order, the Client agrees that he will receive the price at which his order is executed by the exchange's computer system; and such price may be different from the price at which the security is trading when his order is entered into the Member's Internet Trading System.

### 63. MARGIN :

- The Client agrees and undertakes to immediately deposit with the Member such cash, securities or other acceptable security, which the Member may require as margin. The Client agrees that the Member shall be entitled to require the Client to deposit with the Member a higher margin than that prescribed by the Exchange. The Member shall also be entitled to require the Client to keep permanently with the Member a margin of a value specified by the Member so long as the Client desires to avail of the Member's Internet Trading System Service.

### 64. CANCELLATION REQUESTS :

- A. When the Client places a request to cancel an order, the cancellation of that order is not guaranteed. The order will only be cancelled if the Client's request for cancellation is received and the order is successfully cancelled before it is executed.
- B. The Client shall not be entitled to presume an order as having been executed or canceled until a confirmation from the Member is received by the Client.
- C. The Exchange may annul a trade suo-moto without giving a reason therefor. In the event of such annulment, the Member shall be entitled to cancel the relative Contract(s) with the Client.

### 65. BROKERAGE, COMMISSIONS AND FEES :

- A. The Client agrees to pay the Member brokerage, commission, fees, service tax and other taxes and transaction expenses as they exist from time to time and as they apply to the Client's account and transactions, and the services that he receives from the Member.
- B. A schedule of brokerage, fees and commissions, applicable service and other taxes and other transaction expenses shall be provided by the Member to the Client from time to time upon request by the Client.

### 66. CONFIRMATIONS :

- Online confirmation will be available to the Client upon execution or cancellation of an order placed by him through the Member's Internet Trading System. This shall be followed by a confirmation, which may be sent by postal mail, electronic mail or other electronic means. It is the responsibility of the Client to review upon first receipt, whether delivered to him online, by postal mail, by electronic mail, or other electronic means, all confirmations of transactions or cancellations.

### 67. INVESTMENT ADVICE :

- A. The Client acknowledges that the Member shall not be liable to provide him with any legal, tax, investment or accounting advice or advice regarding the suitability or profitability of a security or investment.
- B. The Client also acknowledges that the Member's employees are not authorized to give any such advice and that the Client will not solicit or rely upon any such advice from the Member or any of its employees.
- C. The Client agrees that in the event of the Member or any employee or official of the Member providing any information, recommendation or advice to the Client, the Client may act upon the same at the sole risk and cost of the Client, and the Member shall not be liable or responsible for the same.
- D. The Client assumes full responsibility with respect to his investment decisions and transactions.
- E. The Member, its officers, directors, partners, employees, agents and affiliates will have no liability with respect to any investment decisions or transactions of the Client.

### 68. SUPPLEMENTAL TO MAIN TRADING MEMBER CLIENT AGREEMENT :

- The Clauses with respect to internet trading are supplemental to and do not supersede, the Main Member-Client Agreement. Save and except as modified expressly or by implication by this Agreement the Exchange Provisions or the terms of the Member's Internet Trading System WebSite, the provisions of the Main Member-Client Agreement shall apply mutatis mutandis to the extent applicable to dealings between the Member and the Client pursuant to or otherwise relating to the Member's Internet Trading System Service.

### 69. REPRESENTATIONS AND WARRANTIES OF CLIENT :

- The Client represents and warrants to the Member that:
- A. All the information provided and statements made in the Client's Internet Trading System Account Application are true and correct and are not misleading (whether by reason of The Clauses with respect to internet Trading are supplemental to, and do not and the Client is aware that the Member has agreed to provide the Member's Internet Trading System Service to the Client on the basis, inter alia, of the statements made in the Client's Internet Trading System Account Application.



omission to state a material fact or otherwise) and the Client is aware that the Member has agreed to provide the Member's Internet Trading System Service to the Client on the basis, inter alia, of the statements made in the Client's Internet Trading System Account Application.

- B. The Client is aware and acknowledges that trading over the internet involves many uncertain factors and complex hardware, software, systems, communication lines, peripherals, etc. which are susceptible to interruptions and dislocations; and the Member's Internet Trading System Service may at any time be unavailable without further notice. The Member and the Exchange do not make any representation or warranty that the Member's Internet Trading System Service will be available to the Client at all times without any interruption. The Client agrees that he shall not have any claim against the Exchange or the Member on account of any suspension, interruption, non-availability or malfunctioning of the Member's Internet Trading System or Service or the Exchange's service or systems for any reason whatsoever.
- C. The Client has the required legal capacity to, and is authorised to, enter into this Agreement and is capable of performing his obligations and undertakings hereunder.
- D. All actions required to be taken to ensure compliance of all the transactions, which the Client may enter into pursuant to this Agreement with all applicable laws, shall be completed by the Client prior to such transaction being entered into.
- E. The Client shall abide by the Exchange Provisions and the terms of the Member's Internet Trading System WebSite in force from time to time.
- F. Any instructions given by an authorised representative of the Client to the Member (or to the Member's representative) shall be binding on the Client.

**70. REPRESENTATIONS AND WARRANTIES OF THE MEMBER:**

The Member represents and warrants to the Client that :-  
The Member's Internet Trading System has been approved by the Exchange. Where the Internet Trading System system has not been approved by the Exchange, the Member has applied/ proposes to apply to the Exchange to approve the said Internet Trading System and the Member will commence the Member's Internet Trading System Service only after the Exchange has approved the Member's Internet Trading System.

**71. MARKET DATA :**

- A. The Client understands that the Exchange asserts a proprietary interest in all of the market data it furnishes, directly or through the Member or otherwise. The Client understands that the Exchange does not guarantee the timeliness, sequence, accuracy or completeness of market data or any other market information, or any messages disseminated by it. Neither the Member nor the Exchange shall be liable in any way for incorrect, misleading, incomplete or dated data or information and, if the Client acts on the basis of the same, he shall do so at his own risk and cost.
- B. The Client shall not furnish market information provided by the Exchange to any other person or entity for consideration or otherwise and in the event the Client uses such information he shall do so at his own risk and cost.

**72. NOTICES :**

- A. Any notice or other communication to be given by any party to the other in connection with this Agreement shall be in writing and shall be deemed duly served if delivered personally or sent by facsimile transmission or by prepaid registered post or by e-mail to the addressee at the address or (as the case may be), the e-mail or facsimile number (if any), of that party or at such other address, facsimile number or e-mail address as the party to be served may have notified the other in accordance with the provisions of this Clause. Notwithstanding anything stated above, communication relating to orders, margins, maintenance calls and other similar matters in the ordinary course of dealings between the Trading Member and the Client may be communicated orally.

**73. EXTRAORDINARY EVENTS :**

The Member and/or its agents will not be liable for losses caused directly or indirectly by government restriction, Exchange or market rulings, suspension of trading, computer, communication, telephone or system failure, war, earthquakes, flood, accident, power failure, equipment or software malfunction, strikes or any other conditions beyond the Member's control.

**74. AMENDMENT TO AGREEMENT :**

The Client understands and agrees that the Member may discontinue his Internet Trading System Service in part or in its entirety and change the terms of the Service (including the terms on the Member's Internet Trading System WebSite) at any time and from time to time, without prior notice.

**75. TERMINATION OF AGREEMENT :**

The provisions of Clauses 72, 78 and 79 of this Agreement shall survive the

termination of this Agreement.

**76. SEVERABILITY :**

In the event of any provisions of this Agreement being held to be or becoming invalid, unenforceable or illegal for any reason, this Agreement shall remain otherwise in full force apart from the said provision which will be deemed deleted. The parties shall however attempt to replace the deleted provision with a legally valid provision that reflects the same purpose as the deleted provision to the greatest extent possible.

**77. WAIVER**

No forbearance, relaxation or inaction by any party at any time to require the performance of any provision of this Agreement shall in any way affect, diminish, or prejudice the right of such party to require the performance of that or any other provision of this Agreement or be considered to be a waiver of any right, unless specifically agreed in writing.

**78. LAW AND JURISDICTION :**

A. This Agreement shall be governed by and construed in all respects in accordance with the laws of the Republic of India and, subject to the provisions of Clause 79, the courts at Mumbai, India shall have jurisdiction over this Agreement and the arbitration proceedings in relation to the Agreement.

B. This Agreement and all contracts and transactions between the Member and the Client pursuant hereto shall be subject to the Exchange Provisions, the Rules, Bye-Laws, Regulations, and other provisions of its clearing house, if any, the provisions of the Securities and Exchange Board of India Act, 1992, the Securities Contracts (Regulation) Act of 1956 and the rules and regulations made thereunder and as amended from time to time.

**79. DISPUTE RESOLUTION :**

Any claim, dispute or difference arising between the Parties hereto in respect of this Agreement or any contracts, dealings or transactions pursuant hereto or any rights, obligations, terms or conditions as contained in this Agreement or the interpretation or construction of this Agreement shall be subject to the grievance redressal procedure of the Exchange and shall be subject to the arbitration procedure as prescribed by the Exchange Provisions.

**80.** The CLIENT is aware that authentication technologies and strict security measures are required for the internet trading through order routed system and undertakes to ensure that the password of the CLIENT and/or his authorised representative are not revealed to any third party.

**81.** The CLIENT agrees that the MEMBER shall not be liable or responsible for non-execution of the orders of the CLIENT due to any link/system failure at the CLIENT/MEMBERS/EXCHANGE end.

**82.** The CLIENT is aware that the MEMBER has provided on the web site a facility for reconfirmation of orders, which are larger than that specified by the MEMBER's risk management, by the MEMBER and is also aware that the MEMBER has the discretion to reject the execution of such orders based on his risk perception.

**Notes :**

1. The term 'constituent' shall mean and include a client, a customer or an investor, who deals with trading member of NSE/BSE for the purpose of acquiring and / or selling of securities through the mechanism provided by NSE/BSE.
2. The term 'member' shall mean and include a member or a broker or a stockbroker, who has been admitted as such by NSE/BSE and who holds registration certificate as a stock broker from SEBI.
3. NSE/BSE may be substituted with names of the relevant exchanges, wherever applicable.

**IN WITNESS THEREOF** the parties to the agreement have caused these presents to be executed as of the day and year first above written.

**FOR SSJ FINANCE & SECURITIES PVT. LTD.**

OFFICIAL'S NAME: \_\_\_\_\_

OFFICIAL'S SIGNATURE  
\_\_\_\_\_

WITNESS NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

WITNESS SIGNATURE  
\_\_\_\_\_

**SIGNATURE OF & WITNESS FOR THE CLIENT**

CLIENT NAME: \_\_\_\_\_

CLIENT SIGNATURE  
\_\_\_\_\_

If Partner / Corporate / Other Signatory, then attest with seal.

WITNESS NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

WITNESS SIGNATURE  
\_\_\_\_\_

# Agreement between Stock Broker and Client (MCX - SX)

This agreement is made and executed at Mumbai this \_\_\_\_\_ Day of \_\_\_\_\_ 20\_\_\_\_ between:

Mr./Ms/M/s. **SSJ Finance & Securities Pvt Ltd** a body corporate, incorporated under the provisions of the Companies Act, 1956, being a member of the **MCX Stock Exchange Ltd.** (hereinafter called "the Exchange"), and having its registered office at **Surya Mahal, 1<sup>st</sup> Floor, 5 Burjorjee Bharucha Marg, Fort, Mumbai- 400 001.** (hereinafter called "**the trading member**") which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include himself in the capacity of a trading member while trading in the Currency Derivatives Segment, his/her heirs, executors, administrators and legal representatives/the partners for the time being of the said firm, the survivor or survivors of them and their respective heirs, executors, administrators and legal representatives/its successors, as the case may be, **of the One Part;**

**And**

Mr./Ms/M/s. \_\_\_\_\_ an individual/ a sole proprietary concern/a partnership firm/a body corporate, registered/incorporated, under the provisions of the Indian Partnership Act, 1932/the Companies Act, 1956, having his/her/its residence/ registered office at \_\_\_\_\_ - \_\_\_\_\_

(hereinafter called "**the Client**") which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include his/her heirs, executors, administrators and legal representatives/the partners for the time being of the said firm, the survivor or survivors of them and their respective heirs, executors, administrators and legal representatives/its successors, as the case may be, **of the Other Part;**

Whereas the trading member is registered as the trading member of the Exchange with SEBI registration number **INE-261183333** in the Currency Derivatives Segment.

- A. Whereas the client is desirous of investing/trading in those securities / contracts / other instruments admitted to dealings on the Exchange as defined in the Rules, Byelaws and Regulations of the Exchange and circulars issued there under from time to time.
- B. Whereas the client has satisfied itself of the capacity of the trading member to deal in securities and / or deal in equity / currency derivatives contracts and wishes to execute its orders through the trading member and the client shall from time to time continue to satisfy itself of such capability of the trading member before executing orders through the trading member.
- C. Whereas the trading member has satisfied and shall continuously satisfy itself about the genuineness and financial soundness of the client and investment / trading objectives relevant to the services to be provided; and
- D. Whereas the trading member has taken steps and shall take steps to make the client aware of the precise nature of the trading member's liability for business to be conducted,

including any limitations, the liability and the capacity in which the trading member acts.

- E. Whereas the trading member and the client agree to be bound by all the Rules, Byelaws and Regulations of the Exchange and circulars issued there under and Rules and Regulations of SEBI and relevant notifications of Government authorities as may be in force from time to time.

Now, therefore, in consideration of the mutual understanding as set forth in this agreement, the parties thereto have agreed to the following terms and conditions:

1. The client agrees to immediately notify the trading member in writing if there is any change in the information in the 'client registration form' provided by the client to the trading member at the time of opening of the account or at any time thereafter.
2. The trading member declares that it has brought the contents of the risk disclosure document to the notice of client and made him aware of the significance of the said document. The client agrees that:
  - a. He has read and understood the risks involved in trading on a stock exchange.
  - b. He shall be wholly responsible for all his decisions and trades.
  - c. The failure of the client to understand the risks involved shall not render a contract as void or voidable and the client shall be and shall continue to be responsible for all the risks and consequences for entering into trades in the segment
  - d. He is liable to pay applicable initial margins, withholding margins, special margins or such other margins as are considered necessary by the trading member or the Exchange or as may be directed by SEBI from time to time as applicable to the segment. The trading member is permitted in its sole and absolute discretion to collect additional margins (even though not required by the Exchange, Clearing House / Clearing Corporation or SEBI) and the client shall be obliged to pay such margins within the stipulated time.
  - e. Payment of margins by the client does not necessarily imply complete satisfaction of all dues. In spite of consistently having paid margins, the client may, on the closing of its trade, be obliged to pay (or entitled to receive) such further sums as the contract may dictate / require.
3. The Client agrees to pay to the trading member brokerage and statutory levies as are prevailing from time to time and as they apply to the Client's account, transactions and to the services that trading member renders to the Client.
4. The trading member agrees that it shall not charge brokerage more than the maximum brokerage permissible as per the rules, regulations and bye -laws of the relevant stock exchange / SEBI.
5. The client agrees to abide by the exposure limits, if any, set by the trading member or by the Exchange or Clearing House/Clearing Corporation or SEBI from time to time.
6. Without prejudice to the trading member's other rights (including the right to refer a matter to arbitration), the trading member shall be entitled to liquidate / close out all or any of the client's positions

for non-payment of margins or other amounts, outstanding debts, etc. and adjust the proceeds of such liquidation / close out, if any, against the client's liabilities / obligations. Any and all losses and financial charges on account of such liquidation/closing-out shall be charged to and borne by the client.

7. The trading member agrees that the money / securities deposited by the client shall be kept in a separate account, distinct from his / its own account or account of any other client and shall not be used by the trading member for himself / itself or for any other client or for any purpose other than the purposes mentioned in SEBI Rules and Regulations circulars / guidelines / Exchange's Rules / Regulations / Bye laws and circulars.
8. The client agrees to immediately furnish information to the trading member in writing, if any winding up petition or insolvency petition has been filed or any winding up or insolvency order or decree or award is passed against him or if any litigation which may have material bearing on his capacity has been filed against him.
9. The trading member agrees to inform the client and keep him apprised about trading / settlement cycles, delivery / payment schedules, any changes therein from time to time, and it shall be the responsibility in turn of the client to comply with such schedules / procedures of the stock exchange.
10. In the event of death or insolvency of the client or his / its otherwise becoming incapable of receiving and paying for any contracts which the client has ordered to be bought or sold, or of delivering or transferring securities, the trading member may close out the transaction of the client and claim losses, if any, against the estate of the client. The client or his successors, heirs and assigns shall be entitled to any surplus which may result there from.
11. The client and the trading member agree to refer any claims and / or disputes to arbitration as per the Rules, Byelaws and Regulations of the Exchange and circulars issued there under as may be in force from time to time.
12. The trading member hereby agrees that he shall ensure faster settlement of any arbitration proceedings arising out of the transactions entered into between him and the client and that he shall be liable to implement the arbitration awards made in such proceedings.
13. Information about default in payment / delivery and related aspects by a client shall be brought to the notice of the relevant stock Exchange(s). In case where defaulting client is a corporate entity / partnership / proprietary firm or any other artificial legal entity, then the name(s) of director(s) / promoter(s) / Partner(s) / proprietor as the case may be, shall also be communicated to the relevant stock exchange(s).
14. The trading member and the client agree to reconcile their accounts at the end of each quarter with reference to all the settlements where payouts have been declared during the quarter.
15. The trading member and the client agree to abide by any award passed by the Ombudsman under the SEBI (Ombudsman) Regulations, 2003.
16. The trading member and the client declare and agree that the transactions executed on the Exchange are subject to Rules, Byelaws and Regulations and circulars issued there under of the Exchange and all parties to such trade shall have submitted to the

jurisdiction of such court as may be specified by the Byelaws and Regulations of the Exchange for the purpose of giving effect to the provisions of the Rules, Byelaws and Regulations of the Exchange and the circulars issued there under.

17. The instructions issued by an authorized representative, if any, of the client shall be binding on the client in accordance with the letter authorizing the said representative to deal on behalf of the said client.
18. Where the Exchange cancels trade(s) suo moto all such trades including the trade/s done on behalf of the client shall ipso facto stand cancelled.
19. This agreement shall forthwith terminate; if the trading member for any reason ceases to be a member of the stock exchange including cessation of membership by reason of the trading member's default, death, resignation or expulsion or if the certificate issued by the Board is cancelled.
20. The trading member and the client shall be entitled to terminate this agreement without giving any reasons to the other party, after giving notice in writing of not less than one month to the other parties. Notwithstanding any such termination, all rights, liabilities and obligations of the parties arising out of or in respect of transactions entered into prior to the termination of this agreement shall continue to subsist and vest in / be binding on the respective parties or his / its respective heirs, executors, administrators, legal representatives or successors, as the case may be.
21. In addition to the specific rights set out in this Agreement, the trading member and the client shall be entitled to exercise any other rights which the trading member or the client may have under the Rules, Bye-laws and Regulations of the Exchange and circulars issued there under or Rules and Regulations of SEBI.
22. Words and expressions which are used in this Agreement, but which are not defined herein shall, unless the context otherwise requires, have the same meaning as assigned thereto in the Rules, Byelaws and Regulations of the Exchange and circulars issued there under.
23. The provisions of this agreement shall always be subject to Government notifications, any rules, regulations, guidelines and circulars issued by SEBI and Rules, Regulations and Bye laws of the relevant stock exchange that may be in force from time to time.
24. The trading member hereby undertakes to maintain the details of the client as mentioned in the client registration form or any other information pertaining to the client in confidence and that it shall not disclose the same to any person / authority except as required under any law / regulatory requirements; Provided however that the trading member may so disclose information about its his client to any person or authority with the express permission of the client.

This agreement can be altered, amended and /or modified by the parties mutually in writing without derogating from the contents of this Agreement.

Provided however, if the rights and obligations of the parties hereto are altered by virtue of change in Rules and regulations of SEBI or Bye-laws, Rules and Regulations of the relevant stock Exchange, such changes shall be deemed to have been incorporated herein in modification of the rights and obligations of the parties mentioned in this agreement.

## **VOLUNTARY CLAUSES**

DOCUMENT INCORPORATING ADDITIONAL TERMS AND CONDITIONS FOR THE PURPOSE OF MUTUAL CONVENIENCE AND SMOOTH CONDUCT OF BUSINESS-RELATIONS

Client is required to note that the below mentioned clauses are not mandatory as per the Stock Exchange / SEBI requirements but are binding on the client if they want to avail the services of the Member. The Client may revoke any or all the clauses of this document by communication in writing or by striking out the relevant clause and in such an event the Member reserves a right to terminate some or all the services permitted to the Client.

### **28. SSJ FINANCE GROUP OF COMPANIES**

For the purpose of this agreement, group or associate companies of the MEMBER, ("SSJ Finance Group") will include the following entities:

1. **SSJ Finance & Securities Private Limited;** Member of Bombay Stock Exchange Ltd (**BSE**), bearing SEBI Registration No. INB / INF 010960458; Member of the National Stock Exchange of India (**NSE**) bearing SEBI Registration No. INB / INF / INE 231118333, Member of MCX Stock Exchange Ltd. (**MCX-SX**) bearing SEBI Registration No. INE 261118333 Member of Calcutta Stock Exchange (**CSE**) bearing SEBI Registration No. INB 030960430 and Depository Participant with the Central Depository Services of India Ltd. (**CDSL**) bearing SEBI Registration No. IN-DP-CDSL-98-2000
2. **SSJ Commodities Private Limited;** Member of the National Commodity and Derivatives Exchange Ltd (**NCDEX**) bearing FMC Registration No. NCDEX/TCM/CORP/0055, Multi-Commodity Exchange of India Ltd (**MCX**) bearing Registration No. MCX/TCM/CORP/0394, National Spot Exchange Ltd. (**NSEL**) Membership No. 10860 and National Multi-Commodity Exchange of India Limited (**NMCE**) bearing Registration No. NMCE/TCM/CORP/0102
3. **M/s Sureshchand S. Jain;** Member of the National Stock Exchange of India (**NSE**) bearing SEBI Registration No. INB / INF 230650717

### **29. ACTING AS A SUB BROKER**

The CLIENT agrees that he will not act as a SubBroker without prior written permission of the MEMBER and without obtaining the registration certificate from SEBI

### **30. BANK & DEPOSITORY ACCOUNTS**

To facilitate easy and timely transfer of funds, to and from the CLIENT, the CLIENT agrees to open a savings / current bank account with a bank specified by the MEMBER. The CLIENT's account has to be operative prior to his placing the first order with the MEMBER.

To facilitate easy and timely transfer of securities and to meet the margin requirements of the MEMBER, the CLIENT agrees to maintain his Beneficial Owner's account with the Depository Participant, **SSJ FINANCE & SECURITIES PRIVATE LIMITED**, bearing SEBI Registration No. IN-DP-CDSL-98-2000. The CLIENT authorises the MEMBER to debit depository service charges associated with its Beneficial Owner's Account to its trading account with the MEMBER.

### **31. MARK TO MARKET MARGIN IN DERIVATIVES**

The CLIENT agrees to pay an upfront margin that will be sufficient to cover the daily margins. If at any time the cumulative Mark to Market margin (MTM) in the CLIENT's account falls short of the margin required in the CLIENT's account, the CLIENT agrees to heed to the MEMBER's additional margin calls. The CLIENT will ensure that margins are adequate at all times and will immediately make good any shortfall that the MEMBER may communicate.

### **32. PAYMENT THROUGH CHEQUE**

CLIENTS hereby confirm to make payments for purchase and clear all debits before pay-in. In case MEMBER does not receive funds before due date (i.e. pay-in date) MEMBER will have all rights to square off position in Derivative Segment without any further intimation to CLIENT. The cost and consequences of such action shall be entirely CLIENT's responsibility and shall be without any prejudice to MEMBER's rights to take any other action to recover the dues. In case of currency purchased being sold the next day or later on the same exchange or any other exchange it is hereby confirmed that CLIENT will make the payments first and then receive the payments on payout of the sale transactions.

In case where the payment by the CLIENT towards the margin is made through a cheque issued in favour of the MEMBER, any trade(s) will be executed by the MEMBER only upon the realisation of the funds of the said cheque or at the discretion of the MEMBER. The CLIENT agrees that it will not make any third party payment from any account (Other than what is specified in the client agreement / KYC) In case of such transfers being made from a third party the CLIENT agrees to intimate the MEMBER, in writing of the same. The CLIENT also agrees that the broker may accept or reject such third party transfers and the CLIENT will not hold the MEMBER responsible for any loss incurred in such cases.

### **33. MARGIN IN FORM OF SECURITIES**

The CLIENT may place margin with the MEMBER in the form of securities as approved by the MEMBER. Such securities may, at the discretion of the MEMBER, be marked as lien in favour of the MEMBER from the depository account of the CLIENT or such securities may be placed in a separate depository account of the MEMBER to be earmarked as margin from the CLIENT.

The CLIENT agrees and authorises the MEMBER to determine the market value of the securities placed as margin after applying a haircut that the MEMBER deems appropriate. The CLIENT's positions are valued at the latest market price available (marked to market) on a continuous basis by the MEMBER. The CLIENT undertakes to monitor the adequacy of the collateral and the market value of such securities on a continuous basis. If due to price fluctuations, there is erosion in the value of the margins, the CLIENT agrees to replenish any shortfall in the value of the Margins immediately, whether or not the MEMBER intimates such shortfall.

### **34. TYPE OF MARGIN**

The MEMBER may at its sole discretion prescribe the payment of Margin in the form of cash instead of securities. The CLIENT agrees to comply with the MEMBER's requirement of payment of margin in the form of cash immediately, failing which, the MEMBER may sell, dispose, transfer or deal in any other manner the securities already placed with it as margin or square off all or some of the positions of the CLIENT as it deems fit in its discretion without further reference to the CLIENT and any resultant or associated losses that may occur due to such square off / sale shall be borne by the CLIENT and the MEMBER is hereby fully indemnified and held harmless by the CLIENT in this behalf.

### **35. MARGIN WITH EXCHANGE / BANKS / INSTITUTIONS**

The CLIENT agrees that any securities or funds placed by it as Margin may in turn be placed as margin by the MEMBER with the Exchange or banks or such other institutions and in such form as the MEMBER may deem fit. Funds lying in the CLIENT's Margin account may be used for the purpose of placing Fixed Deposits with banks to be submitted to the Clearing House / Exchange and / or as margin Fixed Deposits for obtaining bank guarantee in favour of the Exchange / Clearing House. The CLIENT authorises the MEMBER to do all such acts, deeds and things as may be necessary and expedient for placing such securities or funds with the Exchange / banks / institutions as margin.

### **36. SHORTFALL IN MARGINS**

If payment / securities towards the margin or shortfall in margin is not received instantaneously to enable restoration of sufficient margin in the CLIENT's account, all or some of the positions of the CLIENT as well as the securities placed as margin may be liquidated by the MEMBER at its sole discretion without further reference or prior notice to the CLIENT. The resultant or associated losses that may occur due to such square off / sale shall be borne by the CLIENT and the MEMBER is hereby fully indemnified and held harmless by the CLIENT in this behalf. Such liquidation / close out of positions will be applicable to any segment in which the CLIENT does business with the MEMBER.

The CLIENT is responsible for all orders executed, including those orders that may have been executed without availability of the required margin, in the CLIENT's account. If the CLIENT's order has been executed despite a shortfall in the available margin, the CLIENT shall, whether or not the MEMBER intimates such shortfall, make good such shortfall, either through delivery of shares in the event of sale or credit the required funds in the bank account via wire or personal cheque, banker's cheque or money order or account transfer, demand draft or any other mode.

Any reference in these terms to sale or transfer of securities by the MEMBER shall be deemed to include sale of the securities, which form part of the margin maintained by the CLIENT with the MEMBER. In exercise of the MEMBER's right to Square off Position under the agreement, the CLIENT agrees that the choice sold shall be solely at the MEMBER's discretion.

Any amendment in the percentage of margins as required to be maintained under this agreement, shall be intimated by the MEMBER to the CLIENT over telephone or in writing. The CLIENT is required to make good the shortfall in such margins, if any, on demand of the same by the MEMBER.

### **37. ADJUSTMENT OF BALANCES IN INTER-FIRM, INTER-FAMILY ACCOUNTS**

The CLIENT or the constituent(s) of the "Family" of the CLIENT (for the purpose of this agreement "Family" shall hereinafter mean all the individuals, group companies, firms, entities and other persons as specified by the CLIENT who have consented and agreed that their accounts will be treated collectively) who may be registered as a CLIENT in any of the MEMBER's group or associate companies under one or more of the following segments: 1. as a broking / trading CLIENT for dealing in securities / contracts on one or more segments of the National Stock Exchange of India (NSE) / The Bombay Stock Exchange Ltd (BSE) / The Calcutta Stock Exchange (CSE) / MCX Stock Exchange Ltd. (MCX-SX) The National Commodity and Derivatives Exchange of India (NCDEX) / The Multi-Commodity Exchange (MCX) / National Spot Exchange Ltd. (NSEL) National Multi-Commodity



## VOLUNTARY CLAUSES

Exchange of India Limited (NMCE) through any of the MEMBER's group or associate companies

2. as a CLIENT holding Beneficial Owner's depository account with the Depository Participant being the MEMBER's group or associate company
3. or as a CLIENT for any other product or service that may be offered by the MEMBER's group or associate companies and availed of in the future;

agree that the account of the CLIENT or that of any constituent(s) of the **Family** refers to and includes any account(s) in any of the above segments, in any of the MEMBER's group or associate companies, taken individually or collectively including account(s) opened by the MEMBER after the signing of this agreement.

I/We shall be buying/selling/trading in securities or derivatives across various segments of various Exchange through MEMBER's Group companies and for the consideration thereof, shall have to make payment and a situation may emerge when accounts may show a debit balance in my/our running account with a segment of an Exchange and a credit balance in my/our running account with another segment/Exchange. With a view of efficiently utilize the funds, MEMBER hereby authorized to transfer the surplus funds from one account of **Family** to another account of **Family** across segments/Exchanges/MEMBER group Companies, whenever the need arises without getting specific conformation from CLIENT

The CLIENT authorises the MEMBER to set off a part or whole of the collateral i.e. by way of appropriation of the relevant amount of cash or by sale or transfer of all or some of the securities placed as margin / collateral, and / or any credit in any account of the CLIENT or of the constituents of the **Family** of the CLIENT in any of the above mentioned segments with the MEMBER or group companies of the MEMBER, against the outstanding dues in the account of the CLIENT and / or of the constituents of **Family** of the CLIENT under this agreement.

The CLIENT is aware and has agreed and authorises the MEMBER to charge interest on the debit balance in any of the **Family** accounts. No interest shall be charged / payable by the MEMBER on any credit balance in any account.

The MEMBER shall debit the interest as calculated above, to the account of the CLIENT or to any constituents of the **Family** irrespective of the fact that the account to which the interest is charged has credit balance.

The CLIENT is aware and has agreed that the above interest on the debit balance shall be calculated on daily product basis and charged on monthly basis to the CLIENT's account or to the account of any constituent of the **Family**.

The above interest shall become due and payable at the end of each month / such other interval decided by the MEMBER or on termination of this agreement as per the provisions herein, whichever is earlier.

## 38. INVESTMENT ADVICE

SSJ Finance Group does not intend to give and the CLIENT acknowledges that SSJ Finance Group shall not be liable to provide to the CLIENT any tax, legal or investment advice of any kind or any advice or option with respect to the nature, potential value or suitability of any particular securities, trade, transaction, investment or investment strategy. The CLIENT understands and agrees that in the event the CLIENT receives or accesses any investment research reports or any investment or other recommendations or advice from SSJ Finance Group and / or any Business Associates (or any employee or official of SSJ Finance Group or a Business Associate) Or on SSJ Finance Group's Web Site or that of any Business Associates, the same is on a no-liability, no guarantee, no solicitation and no obligation basis and any decision, action or omission thereon by the CLIENT shall be entirely at the CLIENT 's risk and should be based solely on the CLIENT's own verification of all the relevant facts, financial and circumstantial, a proper evaluation thereof and SSJ Finance Group shall not be responsible or liable for the same for any reason whatsoever.

The CLIENT also acknowledges that SSJ Finance Group's employees, Business Associates and /or any employee of any Business Associate are not authorised to give such advice and that the CLIENT will not solicit or rely upon any such advice from SSJ Finance Group, Business Associate and / or any of the employees of SSJ Finance Group and /or a business Associate. The CLIENT agrees that in the event of SSJ Finance Group or any employee or official of SSJ Finance Group, any Business Associate and / or any employee of any Business Associate providing any information, recommendation or advice to the CLIENT, the CLIENT may act upon the same at the sole risk and cost of the CLIENT, and SSJ Finance Group shall not be liable or responsible for the same.

## 39. PAYOUT OF FUNDS

In order to facilitate operations, the CLIENT authorises the MEMBER to maintain a running account with the MEMBER, instead of settlement-to-settlement clearance of securities / funds due to the CLIENT. The payout of

funds may be retained by the MEMBER and no interest shall be payable by the MEMBER on such funds so retained. The CLIENT also authorises the MEMBER to withhold payout due to the CLIENT against any debit balance or outstanding position in the CLIENT's account or for margin/ future obligation. CLIENT authorises the member to consider the funds so retained by MEMBER towards collateral margin for allowing exposure to CLIENT MEMBER may hold CLIENT's shares in margin account or such other account as MEMBER may deem fit

The CLIENT agrees that the MEMBER shall not be liable for any claim for loss of profit, or for any consequential, incidental, special or exemplary damages caused by retention of such securities / funds under this agreement or otherwise. On written request of the CLIENT, the MEMBER may release the securities / funds to the CLIENT if sufficient margins in respect of the CLIENT's trading across the various segments and across the MEMBER's group or associate companies are available with the MEMBER. With a view to efficiently utilise funds, the CLIENT authorises the MEMBER to transfer / adjust credit balance / surplus funds lying in an account of the CLIENT to any other account of the CLIENT in deficit with the MEMBER or otherwise across any segment/any exchange /group companies of the MEMBER, whenever the need arises without any specific confirmation for the CLIENT.

The CLIENT agrees and accept that any amounts which are overdue from him or any of his family/group accounts towards meeting CLIENT's fund obligation to MEMBER of SSJ Finance group will be charged delayed or late payment charges @ 2 % per month or such other rates as may be determined by the MEMBER. CLIENT further agrees that the late payment charges on the debit balance shall be calculated on daily product basis.

## 40. CANCELLATION OF TRADES

The Exchange may cancel a trade suo-motu without giving any reason thereof. There may be insufficient bids or offers or suspension of trading due to price limits or circuit breakers. The electronic trading systems either at the exchange or in the MEMBER's office are vulnerable to temporary disruption or failures. In the event of trade cancellation due to such events or vulnerabilities, MEMBER shall be entitled to cancel, relative contract(s) with the CLIENT. At times, due to such unforeseen circumstances the MEMBER may not be able to execute the desired transactions (either the CLIENT's own transactions or transactions for enforcing margins as provided in this agreement) on a timely basis. The MEMBER does not accept responsibility for any losses that the CLIENT may incur on such eventualities and the MEMBER will not be hold responsible for any loss to CLIENT from executed /unexecuted orders or trades due to technical failure/Exchange logout/natural calamities/theft or any other reason, which may or may not beyond the control of the MEMBER.

## 41. DIGITALLY SIGNED CONTRACT NOTES / TRADE CONFIRMATION

The CLIENT permits the MEMBER to provide digitally signed contract notes / Statement of Accounts etc. through internet, at the CLIENT's email address and at the Member's Website. Now therefore:

1. CLIENT agrees that email ID will be created by MEMBER on behalf of CLIENT for the purpose of sending contract notes, trade confirmations bills and accounts statements, notices, circulars, amendments, ledger confirmations, margin and demat account holding statement and all such other documents. CLIENT agrees that all such documents send to the CLIENT at the email ID so created is acceptable to the CLIENT and binding on the CLIENT.
2. The CLIENT agrees not to receive the contract notes in paper form from the MEMBER. Provided however that in case when the member is not able to provide contract notes to the CLIENT electronically due to any reason, the MEMBER may choose to deliver the contract note to the CLIENT in any physical form.
3. The CLIENT agrees that it shall access the electronic contract notes / trade confirmation of the trades executed on its behalf on the trade date electronically on the MEMBER's web-site or at the CLIENT's email address (as provided by the CLIENT or as communicated by the MEMBER to the CLIENT) or through such means / mode as may be provided by the MEMBER from time to time. The CLIENT understands that it is its responsibility to review all confirmations, contract notes, statements, notices and other communications including but not limited to margin and maintenance calls immediately upon receipt. All information contained therein will be binding upon the CLIENT, if CLIENT does not object, either in writing or via electronic mail within 24 hours after any such documents are available to the CLIENT. The CLIENT agrees that non receipt of bounced mail notification by the MEMBER shall amount to delivery of the contract note at the email ID of the CLIENT.
4. Should the CLIENT experience any difficulty opening a document electronically delivered by the MEMBER, the MEMBER may chose to make the required delivery by any other electronic means (e-mail, electronic mail attachment, or in the form of an available download on the internet) or in paper-based format. Failure to advise the MEMBER of such difficulty within 24 hours from trading date shall serve as an affirmation that CLIENT was able to open and receive the said document.
5. The CLIENT agrees that the MEMBER fulfils its legal obligation to deliver



## **VOLUNTARY CLAUSES**

any such document if made available / sent via electronic delivery.

6. In all cases, the MEMBER reserves the right to determine the validity of the CLIENT's objection to the transaction. The CLIENT agrees that the MEMBER will not be responsible for the non-receipt of the trade confirmation due to any change in correspondence address / Email ID or any other address of the CLIENT not intimated to the MEMBER in writing.

### **42. ORDER / TRADE SLIPS/ CONTRACT NOTES**

The MEMBER may accept verbal trade instructions from the CLIENT including instructions for modification or cancellation of trade orders entered in the trading system. The MEMBER may its discretion require the CLIENT to provide the above instructions in writing. The CLIENT agrees that the MEMBER will not provide any order confirmation / modification / cancellation slips or trade confirmation slips or copies thereof as these will only increase paper work. The CLIENT accepts that contract notes will suffice its documentary requirements

Further it is agreed that CLIENT will send his representative to Member's office daily to collect contract notes/bills/shares/account statements, etc. If not possible daily, than in such case he will send his representative to collect the same at a later stage at his own risk and consequences. Contract notes and other documents so accepted by CLIENT or his representative either from MEMBER's office or delivered by MEMBER to CLIENT's representative/sub-broker/authorized person will be deemed to have been directly accepted by CLIENT himself and CLIENT take full responsibility for the contents of the same unless otherwise intimated by CLIENT within 48 hours of issue of such contract notes by MEMBER. Further CLIENT also authorize MEMBER to send contract notes/bills/shares/account statements, etc through courier. In such case the courier receipt of the same should be treated as confirmation of receipt of such contract. Full responsibility for the contents of the same unless otherwise intimated by CLIENT within 48 hours of issue of such contract notes by MEMBER. Further CLIENT also authorize MEMBER to send contract notes/bills/shares/account statements, etc through courier. In such case the courier receipt of the same should be treated as confirmation of receipt of such contract.

### **43. DP CHARGES AND EXCHANGE OF INFORMATION**

CLIENT agrees that whatever charges debited by DP towards his de mat account can be debited / charged in his running trading account maintained with the MEMBER

Further CLIENT agrees and authorizes the MEMBER as well as the DP to inter exchange the CLIENT's information for smooth conduct of the business

### **44. INTERNET TRADING NSE**

The CLIENT is aware that authentication technologies and strict measures are required for the internet trading through order routed system and undertakes to ensure that the password of the CLIENT and / or his authorised representative are not revealed to any third party.

The CLIENT agrees that the MEMBER shall not be liable or responsible for non execution of the orders of the CLIENT due to any link/system failure at the CLIENT / MEMBERS/ EXCHANGE end

### **45. PROPRIETARY TRADES OF MEMBER**

The MEMBER informs the CLIENT that it trades in its Proprietary Account and the CLIENT notes the same

### **46. TAPE RECORDING OF CONVERSATION**

The CLIENT is aware that the MEMBER tape-records the conversations between the CLIENT and the MEMBER, either personally or over the telephone, and hereby specifically permits the MEMBER to do so. The MEMBER may rely upon such recordings as and when required to resolve disputes in connection with the trading transactions.

### **47. INDEMNIFICATION**

The CLIENT shall indemnify and keep indemnified the MEMBER harmless from and against claims, demands, actions, proceedings, loss, damages, liabilities, charges and/or expenses that are occasioned or may be occasioned to the MEMBER directly or indirectly, owing to bad delivery/fake/forged/ stolen shares/securities/transfer document that are or may be introduced by or through the CLIENT during the course of its dealings/operations on the Exchange. The CLIENT confirms having read and understood the terms and conditions of the MEMBERCLIENT Agreement and agrees to be bound by them including those excluding/limiting the MEMBER's and Exchanges' liabilities. The CLIENT shall not, while acting alone or in concert with others, directly or indirectly, hold or control excess number of permitted securities/contracts as fixed from time to time by the Exchange/SEBI without complying with the necessary guidelines. The CLIENT indemnifies the MEMBER against all liabilities arising from violation of such guidelines.

### **48. OTHER EXPENSES AND CHARGES**

CLIENT further authorizes MEMBER to directly debit his account with any charges incurred or defined by MEMBER such as depository or bank charges, SMS charges client registration charges, courier charges, penalties and fines and application form with respect to trading accounts delayed payment charges etc including those incidental to the margin accounts maintained by CLIENT

### **49. STATUTORY RULES & REGULATIONS**

The MEMBER is under no obligation to inform the CLIENT of changes in these rules, regulations, guidelines or circulars.

### **50. AMENDMENT**

The MEMBER may from time to time amend this agreement for complying with any change in its corporate policies. The MEMBER shall intimate the same to the CLIENT. In case the CLIENT continues to deal with the MEMBER subsequent to the intimation of such amendments it shall be deemed that the CLIENT is agreeable to the new clauses. However, the CLIENT has the right to terminate the agreement through communication in writing subject to meeting its financial and other obligations.

### **51. FORCE MAJEURE**

The MEMBER shall not be responsible for any losses, costs or damages resulting directly or indirectly from any action, omission, suspension of trading, decision or ruling of any exchange / regulator / government / other body / any other person which is beyond the MEMBER's control OR any war / strike / lockout / national disaster / act of terrorism / delay in postal services / any other delay/inaccuracy in the transmission of orders / other information or any breakdown / failure / malfunctioning beyond the control of the MEMBER of any telecommunication or computer system. The above Force Majeure events do not exempt the CLIENT to fulfil the obligations in its account with the MEMBER.

### **52. ASSIGNMENT**

Either party to this agreement shall not assign or transfer all or any of its rights or obligations hereunder without the prior consent of the other party.

### **53. SEVERANCES**

In case any one or more of the provisions contained in this agreement becomes invalid, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereto.

### **54. TRADE AND / OR OTHER SMS**

The Client hereby agrees to accept his trade summary / confirmation or other communication including research / trading call via SMS on his mobile number. Further the CLIENT agrees to pay for the SMS service and authorise the MEMBER to debit the charges decided by the MEMBER from time to time.

### **55. NOTICE**

All notices or communications issued under this agreement shall be served in any one or more of the following ways under (a) to (l) below and such notice or communication shall be served at the ordinary business address and / or ordinary place of residence and / or last known address of the party:  
(a) by post; (b) by registered post; (c) under certificate of posting; (d) by express delivery post; (e) by telegram; (f) by affixing it on the door at the last known business / residential address; (g) by oral communication to the party or on the last known telephone number or on the recording machine of such number; (h) by advertising it in atleast one prominent daily newspaper having circulation in the area where the last known business / residential address of the respondent is situated; (i) by sending a message through the trading system; (j) by a notice posted on the notice board of the Exchange if no address is known; (k) by electronic mail or fax; (l) by hand delivery.

Any communication sent by the MEMBER to the CLIENT shall be deemed to have been properly delivered or served, even if such communication is returned to the MEMBER as unclaimed / refused / undelivered, if the same is sent to the ordinary business address and or residential address or last known address of the party in any one or more ways mentioned above

### **56. Dispute Resolution / Law and Jurisdiction**

Any claim, dispute a, difference arising between the Parties hereto in respect of this Agreement or any contract, trades, dealings, or transactions pursuant hereto or any rights, obligations, terms or conditions as contained in this Agreement or the interpretation or construction of this Agreement shall be subject to the grievance redressal procedure of the concerned Exchange and shall be subject to the arbitration procedure as prescribed by the Rules, Bye-laws, Regulations of the Exchange and issued there under from time to time. MEMBER and the CLIENT are aware of the provisions of the Bye laws, Rules and Regulations of the concerned Exchange relating to arbitration.

Courts in Mumbai shall have exclusive jurisdiction for the purpose of giving

## INTERNET TRADING

The Member offers and/or proposes to offer the Internet Trading System Service to its clients; and the Client desires to avail of the Member's Internet Trading System Service for purchasing, selling or otherwise dealing in securities;

### 57. DEFINITIONS :

A. In this Agreement (including the Recitals above), unless the context otherwise requires the following words shall have the following meanings:-

- (I) **"the Exchange"** means the MCX Stock Exchange Ltd. and includes a segment of the Exchange.
  - (ii) **"Exchange Provisions"** means the Rules, Bye-laws, Regulations, Business Requirement, Specifications, handbooks, notices, circulars and resolutions of the Exchange or any segment of the Exchange in force from time to time and includes the Minimum Requirements Handbook for Internet Trading System prescribed by the Exchange, as amended from time to time.
  - (iii) **"Internet Trading System"** means Internet based Through Order Routing System, being a system approved by the Exchange for enabling clients to route their orders to their Member over the internet.
  - (iv) **"Internet Trading System Account Application"** means the application submitted by the Client to the Member to permit the Client to avail of the Member's Internet Trading System Service.
  - (v) **"Internet Trading System Service"** or **"Service"** means the service offered by the Member to its clients through Internet Trading System whereunder the clients can route their orders for purchase, sale and other dealings in securities through the Member's Internet Trading System.
  - (vi) **"Member's Internet Trading System"** or **"Member's Internet Trading System WebSite"** means the web site hosted by the Member on the internet through which the Member offers the Internet Trading System Service and includes the hardware and software used for hosting and supporting the WebSite.
  - (vii) **"Password"** means an alphanumeric code used by the Client to validate his/her username and access the Service.
  - (viii) **"SEBI"** means the Securities & Exchange Board of India.
  - (ix) **"Username"** means an alphanumeric login identification used by the Client for accessing the Service.
- B. In this Agreement, headings are used for convenience and ease of reference only and shall not affect the construction or interpretation of any provision of this Agreement.
- C. In this Agreement, unless the context otherwise requires, reference to the singular includes a reference to the plural and vice-versa, and reference to any gender includes a reference to all other genders.
- D. In this Agreement, unless the context otherwise requires, references to Recitals and Clauses shall be deemed to be a reference to the recitals and clauses of this Agreement.
- E. References to an enactment are to be construed as referring also to any amendment or re-enactment thereof and to any rule, bye-law, regulation, business requirement, specification, order or other provision made under it.

### 58. AGREEMENT TO PROVIDE AND AVAIL OF THE INTERNET TRADING SYSTEM SERVICE :

The Member agrees to provide the Member's Internet Trading System Service to the Client, and the Client agrees to avail of the Trading Member's Internet Trading System Service, on and subject to the terms and conditions of this Agreement, the Exchange Provisions and the terms of the Member's Internet Trading System Web Site.

### 59. USER NAME AND PASSWORD :

- A. The Client will be entitled to a username and password, which will enable him to access the Member's Internet Trading System for availing of the Service.
- B. The Client is aware that the Member's Internet Trading System itself generates the initial password and that the Member is aware of the same. The Client agrees and undertakes to immediately change his initial password upon receipt thereof. The Client is aware that subsequent passwords are not known or available to the Member.
- C. The Client shall be responsible for keeping the Username and Password confidential and secure and shall be solely responsible for all orders entered and transactions done by any person whatsoever through the Member's Internet Trading System using the Client's Username and / or Password whether or not such person was authorised to do so.
- D. The Client shall immediately inform the Member of any unauthorised use of the Client's Username or Password with full details of such unauthorised use including the date of such unauthorised use, the manner in which it was unauthorisedly used, the transactions effected pursuant to such unauthorised use, etc.
- E. The Client acknowledges that he is fully aware of and understands the risks associated with availing of a service for routing orders over the internet including the risk of misuse and unauthorised use of his Username and/or Password by a third party and the risk of a person hacking into the Client's account on the Member's Internet Trading System and unauthorisedly routing orders on behalf of the Client through the System. The Client agrees that he shall be fully liable and responsible for any and all unauthorised use and misuse of his Password and/or Username and also for any and all acts done by any person through the Member's Internet Trading System on the Client's Username in any manner whatsoever.
- F. The Client shall log off from the Internet Trading System Service at any time the Client is not accessing or using the Service and any liability incurred to the Client as a consequence of the Client not logging off the Service shall borne solely by the Client.
- G. Without prejudice to the provisions of Clause E(59), the Client shall immediately notify the Member in writing with full details if :
  - (i) he discovers or suspects unauthorised access through his Username, Password or account,
  - (ii) he notices discrepancies that might be attributable to unauthorised access, (iii) he forgets his password or
  - (iii) he discovers a security flaw in the Member's Internet Trading System.
- H. In any of the above events specified in Clause G(59), the Client shall immediately change his Password. However, if the Client is unable to change his Password by reason of his having forgotten his Password or his Password having been unauthorisedly changed by some other person or for any other reason then the Client shall immediately request the Member in writing to discontinue his old Password; and thereupon the Member shall cause the Member's Internet Trading System to discontinue the use of the Client's old Password and the Member's ITORS System shall generate a new Password for the Client which shall be communicated to the Client. At no point in time shall the Member be liable for any loss, whether notional or actual, that may be suffered by the Client on account of the misuse of the Password.

### 60. TRANSACTIONS AND SETTLEMENTS :

- A. All orders for purchase, sale or other dealings in securities and other instructions routed through the Member's Internet Trading System via the Client's Username shall be deemed to have been given by the Client.
- B. The orders and instructions and all contracts and transactions entered into pursuant thereto and the settlement thereof will be in accordance with the Exchange Provisions.
- C. The Member may from time to time impose and vary limits on the orders which the Client can place through the Member's Internet Trading System (including exposure limits, turnover limits, limits as to the number, value and/or kind of securities in respect of which orders can be placed, the companies in respect of whose securities orders can be placed, etc.). The Client is aware and agrees that the Member may need to vary or reduce the limits or impose new limits urgently on the basis of the Member's risk perception and other factors considered relevant by the Member, and the Member may be unable to inform the Client of such variation, reduction or imposition in advance. The Client agrees that the Member shall not be responsible for such variation, reduction or imposition or the Client's inability to route any order through the Member's Internet Trading System on account of any such variation, reduction or imposition on of limits. The Client understands and agrees that the Member may at any time, at its sole discretion and without prior notice, prohibit or restrict the Client's ability to place orders or trade in securities through the Member.
- D. Though orders will generally be routed to the Exchange's computer systems within a few seconds from the time the order is placed by the Client on the Member's Internet Trading System, the Member shall not be liable for any delay in the execution of any order or for any resultant loss on account of the delay.
- E. The Client agrees that the Member may, at its sole discretion, subject any order placed by a Client to manual review and entry, which may cause delays in the processing of the Client's order or may result in rejection of such order.
- F. In case of a market order, the Client agrees that he will receive the price at which his order is executed by the exchange's computer system; and such price may be different from the price at which the security is trading when his order is entered into the Member's Internet Trading System.

### 61. MARGIN :

The Client agrees and undertakes to immediately deposit with the Member such cash, securities or other acceptable security, which the Member may require as margin. The Client agrees that the Member shall be entitled to require the Client to deposit with the Member a higher margin than that prescribed by the Exchange. The Member shall also be entitled to require the Client to keep permanently with the Member a margin of a value specified by the Member so long as the Client desires to avail of the Member's Internet Trading System Service.

### 62. CANCELLATION REQUESTS :

- A. When the Client places a request to cancel an order, the cancellation of that order is not guaranteed. The order will only be cancelled if the Client's request for cancellation is received and the order is successfully cancelled before it is executed.
- B. The Client shall not be entitled to presume an order as having been executed or canceled until a confirmation from the Member is received by the Client.
- C. The Exchange may annul a trade suo-moto without giving a reason therefor. In the event of such annulment, the Member shall be entitled to cancel the relative Contract(s) with the Client.

### 63. BROKERAGE, COMMISSIONS AND FEES :

- A. The Client agrees to pay the Member brokerage, commission, fees, service tax and other taxes and transaction expenses as they exist from time to time and as they apply to the Client's account and transactions, and the services that he receives from the Member.
- B. A schedule of brokerage, fees and commissions, applicable service and other taxes and other transaction expenses shall be provided by the Member to the Client from time to time upon request by the Client.

### 64. CONFIRMATIONS :

Online confirmation will be available to the Client upon execution or cancellation of an order placed by him through the Member's Internet Trading System. This shall be followed by a confirmation, which may be sent by postal mail, electronic mail or other electronic means. It is the responsibility of the Client to review upon first receipt, whether delivered to him online, by postal mail, by electronic mail, or other electronic means, all confirmations of transactions or cancellations.

### 65. INVESTMENT ADVICE :

- A. The Client acknowledges that the Member shall not be liable to provide him with any legal, tax, investment or accounting advice or advice regarding the suitability or profitability of a security or investment.
- B. The Client also acknowledges that the Member's employees are not authorized to give any such advice and that the Client will not solicit or rely upon any such advice from the Member or any of its employees.
- C. The Client agrees that in the event of the Member or any employee or official of the Member providing any information, recommendation or advice to the Client, the Client may act upon the same at the sole risk and cost of the Client, and the Member shall not be liable or responsible for the same.
- D. The Client assumes full responsibility with respect to his investment decisions and transactions.
- E. The Member, its officers, directors, partners, employees, agents and affiliates will have no liability with respect to any investment decisions or transactions of the Client.

### 66. SUPPLEMENTAL TO MAIN TRADING MEMBER CLIENT AGREEMENT :

The Clauses with respect to internet trading are supplemental to and do not supersede, the Main Member-Client Agreement. Save and except as modified expressly or by implication by this Agreement the Exchange Provisions or the terms of the Member's ITORS WebSite, the provisions of the Main Member-Client Agreement shall apply mutatis mutandis to the extent applicable to dealings between the Member and the Client pursuant to or otherwise relating to the Member's ITORS Service.

### 67. REPRESENTATIONS AND WARRANTIES OF CLIENT :

The Client represents and warrants to the Member that:

- A. All the information provided and statements made in the Client's Internet Trading System Account Application are true and correct and are not misleading (whether by reason of The Clauses with respect to internet Trading are supplemental to, and do not and the Client is aware that the Member has agreed to provide the Member's Internet Trading System Service to the Client on the basis, inter alia, of the statements made in the Client's Internet Trading System Account Application.

omission to state a material fact or otherwise) and the Client is aware that the Member has agreed to provide the Member's Internet Trading System Service to the Client on the basis, inter alia, of the statements made in the Client's Internet Trading System Account Application.

- B. The Client is aware and acknowledges that trading over the internet involves many uncertain factors and complex hardware, software, systems, communication lines, peripherals, etc. which are susceptible to interruptions and dislocations; and the Member's Internet Trading System Service may at any time be unavailable without further notice. The Member and the Exchange do not make any representation or warranty that the Member's Internet Trading System Service will be available to the Client at all times without any interruption. The Client agrees that he shall not have any claim against the Exchange or the Member on account of any suspension, interruption, non-availability or malfunctioning of the Member's Internet Trading System or Service or the Exchange's service or systems for any reason whatsoever.
- C. The Client has the required legal capacity to, and is authorised to, enter into this Agreement and is capable of performing his obligations and undertakings hereunder.
- D. All actions required to be taken to ensure compliance of all the transactions, which the Client may enter into pursuant to this Agreement with all applicable laws, shall be completed by the Client prior to such transaction being entered into.
- E. The Client shall abide by the Exchange Provisions and the terms of the Member's Internet Trading System WebSite in force from time to time.
- F. Any instructions given by an authorised representative of the Client to the Member (or to the Member's representative) shall be binding on the Client.

**68. REPRESENTATIONS AND WARRANTIES OF THE MEMBER:**

The Member represents and warrants to the Client that :-  
The Member's Internet Trading System has been approved by the Exchange. Where the Internet Trading System system has not been approved by the Exchange, the Member has applied/ proposes to apply to the Exchange to approve the said Internet Trading System and the Member will commence the Member's Internet Trading System Service only after the Exchange has approved the Member's Internet Trading System.

**69. MARKET DATA :**

- A. The Client understands that the Exchange asserts a proprietary interest in all of the market data it furnishes, directly or through the Member or otherwise. The Client understands that the Exchange does not guarantee the timeliness, sequence, accuracy or completeness of market data or any other market information, or any messages disseminated by it. Neither the Member nor the Exchange shall be liable in any way for incorrect, misleading, incomplete or dated data or information and, if the Client acts on the basis of the same, he shall do so at his own risk and cost.
- B. The Client shall not furnish market information provided by the Exchange to any other person or entity for consideration or otherwise and in the event the Client uses such information he shall do so at his own risk and cost.

**70. NOTICES :**

- A. Any notice or other communication to be given by any party to the other in connection with this Agreement shall be in writing and shall be deemed duly served if delivered personally or sent by facsimile transmission or by prepaid registered post or by e-mail to the addressee at the address or (as the case may be), the e-mail or facsimile number (if any), of that party or at such other address, facsimile number or e-mail address as the party to be served may have notified the other in accordance with the provisions of this Clause. Notwithstanding anything stated above, communication relating to orders, margins, maintenance calls and other similar matters in the ordinary course of dealings between the Trading Member and the Client may be communicated orally.

**71. EXTRAORDINARY EVENTS :**

The Member and/or its agents will not be liable for losses caused directly or indirectly by government restriction, Exchange or market rulings, suspension of trading, computer, communication, telephone or system failure, war, earthquakes, flood, accident, power failure, equipment or software malfunction, strikes or any other conditions beyond the Member's control.

**72. AMENDMENT TO AGREEMENT :**

The Client understands and agrees that the Member may discontinue his Internet Trading System Service in part or in its entirety and change the terms of the Service

(including the terms on the Member's Internet Trading System WebSite) at any time and from time to time, without prior notice.

**73. TERMINATION OF AGREEMENT :**

The provisions of Clauses 70, 76 and 77 of this Agreement shall survive the termination of this Agreement.

**74. SEVERABILITY :**

In the event of any provisions of this Agreement being held to be or becoming invalid, unenforceable or illegal for any reason, this Agreement shall remain otherwise in full force apart from the said provision which will be deemed deleted. The parties shall however attempt to replace the deleted provision with a legally valid provision that reflects the same purpose as the deleted provision to the greatest extent possible.

**75. WAIVER**

No forbearance, relaxation or inaction by any party at any time to require the performance of any provision of this Agreement shall in any way affect, diminish, or prejudice the right of such party to require the performance of that or any other provision of this Agreement or be considered to be a waiver of any right, unless specifically agreed in writing.

**76. LAW AND JURISDICTION :**

- A. This Agreement shall be governed by and construed in all respects in accordance with the laws of the Republic of India and, subject to the provisions of Clause 77, the courts at Mumbai, India shall have jurisdiction over this Agreement and the arbitration proceedings in relation to the Agreement.
- B. This Agreement and all contracts and transactions between the Member and the Client pursuant hereto shall be subject to the Exchange Provisions, the Rules, Bye-Laws, Regulations, and other provisions of its clearing house, if any, the provisions of the Securities and Exchange Board of India Act, 1992, the Securities Contracts (Regulation) Act of 1956 and the rules and regulations made thereunder and as amended from time to time.

**77. DISPUTE RESOLUTION :**

Any claim, dispute or difference arising between the Parties hereto in respect of this Agreement or any contracts, dealings or transactions pursuant hereto or any rights, obligations, terms or conditions as contained in this Agreement or the interpretation or construction of this Agreement shall be subject to the grievance redressal procedure of the Exchange and shall be subject to the arbitration procedure as prescribed by the Exchange Provisions.

- 78. The CLIENT is aware that authentication technologies and strict security measures are required for the internet trading through order routed system and undertakes to ensure that the password of the CLIENT and/or his authorised representative are not revealed to any third party.

- 79. The CLIENT agrees that the MEMBER shall not be liable or responsible for non-execution of the orders of the CLIENT due to any link/system failure at the CLIENT/MEMBERS/EXCHANGE end.

- 80. The CLIENT is aware that the MEMBER has provided on the web site a facility for reconfirmation of orders, which are larger than that specified by the MEMBER's risk management, by the MEMBER and is also aware that the MEMBER has the discretion to reject the execution of such orders based on his risk perception.

**Notes :**

- 1. The term 'constituent' shall mean and include a client, a customer or an investor, who deals with trading member of NSE/BSE/MCX-SX for the purpose of Acquiring and / or selling of securities through the mechanism provided by NSE/BSE/MCX-SX.
- 2. The term 'member' shall mean and include a member or a broker or a stockbroker, who has been admitted as such by NSE/BSE/MCX-SX and who holds registration certificate as a stock broker from SEBI.
- 3. NSE/BSE/MCX-SX may be substituted with names of the relevant exchanges, wherever applicable.

**IN WITNESS THEREOF** the parties to the agreement have caused these presents to be executed as of the day and year first above written.

**FOR SSJ FINANCE & SECURITIES PVT. LTD.**

OFFICIAL'S NAME: \_\_\_\_\_

OFFICIAL'S SIGNATURE  
\_\_\_\_\_

WITNESS NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

WITNESS SIGNATURE  
\_\_\_\_\_

**SIGNATURE OF & WITNESS FOR THE CLIENT**

CLIENT NAME: \_\_\_\_\_

CLIENT SIGNATURE  
\_\_\_\_\_

If Partner / Corporate / Other Signatory, then attest with seal.

WITNESS NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

WITNESS SIGNATURE  
\_\_\_\_\_

**DEMAT ACCOUNT**  
**CLIENT REGISTRATION APPLICATION FORM**  
**( FOR INDIVIDUAL / NON - INDIVIDUAL )**



**SSJ FINANCE**  
**In your interest, always.**

EQUITIES • DERIVATIVES • COMMODITIES  
BSE • NSE • MCX • MCX-SX • NCDEX • NMCE • NSEL • CDSL

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**1ST FLOOR, MERCHANT CHAMBER, OPP. PATKAR HALL, 41, NEW MARINE LINES, MUMBAI - 400 020**  
**Email : [contact@SSJfinance.com](mailto:contact@SSJfinance.com) T : +91-22 6701 8800 F : +91-22 6701 8899**  
**[www.SSJfinance.com](http://www.SSJfinance.com)**

# SSJ FINANCE & SECURITIES PVT. LTD.

1st Floor, Merchant Chamber, Opp. Patkar Hall,  
41, New Marine Lines, Mumbai - 400 020  
T : +91-22 6701 8800 F : +91-22 6701 8899  
(To be filled by SSJ Finance)

# Application Form for Opening a Demat Account

By Individual / HUF / Non-Individual

SEBI Regn. No.: IN-DP-CDSL-98-2000

DP ID : 12034100

Application No.											Date	D	D	M	M	Y	Y	Y	Y
DP Internal Reference No.																			
DP ID	1	2	0	3	4	1	0	0	Client ID										

(To be filled by the Applicant in BLOCK LETTERS in English, Please leave space after each word.)

I / We request you to open a Demat Account in my / our name as per the following details:-

### Type of Account (Please tick whichever is applicable)

Status	Sub - Status		
<input type="checkbox"/> Individual	<input type="checkbox"/> Individual Resident	<input type="checkbox"/> Individual Promoter	<input type="checkbox"/> HUF / AOP
	<input type="checkbox"/> Individual-Director	<input type="checkbox"/> Individual Margin Trading A/C	<input type="checkbox"/> Individual Director's Relative
<input type="checkbox"/> NRI	<input type="checkbox"/> NRI Repatriable	<input type="checkbox"/> NRI Non-Repatriable	<input type="checkbox"/> NRI-Depository Receipts
<input type="checkbox"/> Foreign National	<input type="checkbox"/> Foreign National	<input type="checkbox"/> Foreign National-Depository Receipts	
<input type="checkbox"/> Non-Individual	<input type="checkbox"/> Body Corporate	<input type="checkbox"/> Bank	<input type="checkbox"/> Trust
	<input type="checkbox"/> CM	<input type="checkbox"/> FI	<input type="checkbox"/> Clearing House
		<input type="checkbox"/> Mutual Fund	<input type="checkbox"/> OCB
		<input type="checkbox"/> Other (Specify)	

### Additional Details

SMS Alert Facility	<input type="checkbox"/> Yes	MOBILE No. +91 _____	<input type="checkbox"/> No
Refer to Terms & Conditions given as <b>Annexure - A</b>			
Easi	<input type="checkbox"/> Yes	IF Yes, Pls Contact your DP for details [Facility through CDSL's website: www.cdslindia.com wherein a BO can view his ISIN balances, transactions and value of the portfolio online.]	<input type="checkbox"/> No

### Sole / First Holder's Details

Name																					
Middle Name																					
Last / Surname																					
Father / Husband Name																					
Title	<input type="checkbox"/> Mr.	<input type="checkbox"/> Mrs.	<input type="checkbox"/> Ms.	<input type="checkbox"/> Other	Suffix																
Correspondence Address																					
City													PIN								
State													Country								
Telephone No.													Fax No.								
Permanent Address (If different from Correspondence Address)																					
City													PIN								
State													Country								
Telephone No.													Fax No.								
PAN																					
IT Circle Ward / District																					
Email ID (Required)																					
MAPIN Code																					
Date of Birth / Incorporation	D	D	M	M	Y	Y	Y	Y													
Nationality	<input type="checkbox"/> Indian <input type="checkbox"/> Others (Specify)																				
ROC / RBI / SEBI Regn. No. (Whichever Applicable)													ROC / RBI / SEBI Regn. Date	D	D	M	M	Y	Y	Y	Y
Sex	<input type="checkbox"/> Male <input type="checkbox"/> Female <input type="checkbox"/> Corporate																				
Occupation	Service { <input type="checkbox"/> Central Govt. <input type="checkbox"/> State Govt. <input type="checkbox"/> Public / Private Sector <input type="checkbox"/> NGO <input type="checkbox"/> Statutory Body } <input type="checkbox"/> Professional <input type="checkbox"/> Business <input type="checkbox"/> Student <input type="checkbox"/> Retired <input type="checkbox"/> Housewife <input type="checkbox"/> Others (Specify) _____																				
Nature of business: (Products / services provided )																					
Educational / Degree	<input type="checkbox"/> High School <input type="checkbox"/> Graduate <input type="checkbox"/> Post Graduate <input type="checkbox"/> Doctorate <input type="checkbox"/> Professional Degree <input type="checkbox"/> Under High School <input type="checkbox"/> Illiterate <input type="checkbox"/> Other																				
Financial Details (in Rs.)	Income Range per annum <input type="checkbox"/> Upto 1 Lacs <input type="checkbox"/> 1 Lacs to 2 Lacs <input type="checkbox"/> 2 Lacs to 5 Lacs <input type="checkbox"/> More than 5 Lacs																				

S  
40/51



**For NRI / Foreign National / FII / OCB** (Only if the Sole / First Holder is an NRI / Foreign National / FII / Overseas Corporate Body)

Foreign Address														
City						PIN								
State						Country								
RBI Ref No.						RBI Approval Date	D	D	M	M	Y	Y	Y	Y
Documents Furnished	<input type="checkbox"/> Copy of Passport / Visa (Mandatory)			<input type="checkbox"/> Declaration Form			<input type="checkbox"/> NRI Form							
	<input type="checkbox"/> RBI Approval Copy			<input type="checkbox"/> RPI Form										

**Joint Holders - Second Holder's Details**

Name																
Middle Name																
Last / Search Name																
Father / Husband Name																
Title	<input type="checkbox"/> Mr. <input type="checkbox"/> Mrs. <input type="checkbox"/> Ms. <input type="checkbox"/> Other			Suffix												
Permanent Address																
City						PIN										
State						Country										
Telephone No.						Fax No.										
PAN /IT Circle Ward / District																
Date of Birth	D	D	M	M	Y	Y	Y	Y	E-mail ID							
MAPIN Code																
Occupation	Service { <input type="checkbox"/> Central Govt. <input type="checkbox"/> State Govt. <input type="checkbox"/> Public / Private Sector <input type="checkbox"/> NGO <input type="checkbox"/> Statutory Body } <input type="checkbox"/> Professional <input type="checkbox"/> Business <input type="checkbox"/> Student <input type="checkbox"/> Retired <input type="checkbox"/> Housewife <input type="checkbox"/> Others (Specify) _____															
Nature of business: (Products / services provided )																

**Joint Holders - Third Holder's Details**

Name																
Middle Name																
Last / Search Name																
Father / Husband Name																
Title	<input type="checkbox"/> Mr. <input type="checkbox"/> Mrs. <input type="checkbox"/> Ms. <input type="checkbox"/> Other			Suffix												
Permanent Address																
City						PIN										
State						Country										
Telephone No.						Fax No.										
PAN /IT Circle Ward / District																
Date of Birth	D	D	M	M	Y	Y	Y	Y	E-mail ID							
MAPIN Code																
Occupation	Service { <input type="checkbox"/> Central Govt. <input type="checkbox"/> State Govt. <input type="checkbox"/> Public / Private Sector <input type="checkbox"/> NGO <input type="checkbox"/> Statutory Body } <input type="checkbox"/> Professional <input type="checkbox"/> Business <input type="checkbox"/> Student <input type="checkbox"/> Retired <input type="checkbox"/> Housewife <input type="checkbox"/> Others (Specify) _____															
Nature of business: (Products / services provided )																

**Details of Guardian (If First Holder or Second Holder or Third Holder is a minor)**

Guardian's Name														
Middle Name														
Last / Search Name														
Relationship with the applicant														
Correspondence Address														
City						State								
Country						PIN								
Telephone No.						Fax No								
E-mail ID														

**Standing Instructions**

I/We authorize you to receive credits in my / our account without any instruction from me / us. <b>(Default is, YES)</b>		<input type="checkbox"/> Yes	<input type="checkbox"/> No
Account Statement Requirement	<input type="checkbox"/> Daily	<input type="checkbox"/> Weekly	<input type="checkbox"/> Fortnightly <input type="checkbox"/> Monthly
Do you wish to receive dividend / interest directly into your bank account given below through ECS?		<input type="checkbox"/> Yes	<input type="checkbox"/> No

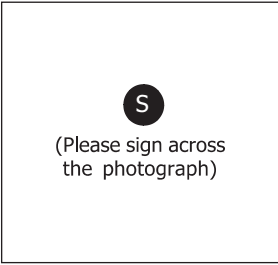
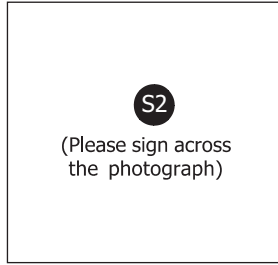
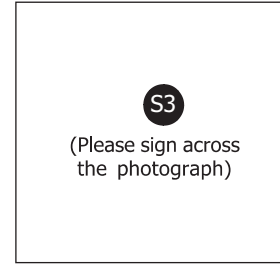
**Bank Details of Sole / First Holder** (Mandatory for receiving credit of Dividend / Interest)

(Please give NRE bank details only in case demat account is to be opened as NRE & NRO bank details only in case the account is to be opened as NRO.)

Bank Code (9 digit MICR code)								
Bank Name								
Branch								
Bank Address								
City		State		PIN				
Bank Account Number								
Account Type	<input type="radio"/> Saving <input type="radio"/> Current <input type="radio"/> Cash Credit							
Please attach Photocopy of Blank / Cancelled cheque to verify the 9 digit MICR code.								

**Declaration**

I / We have read the DP-BO agreement including the schedules thereto and the terms & conditions and agree to abide by and be bound by the same and by the Bye Laws as are in force from time to time. I / We declare that the particulars given by me / us above are true and to the best of my / our knowledge as on the date of making this application. I / We further agree that any false / misleading information given by me / us or suppression of any material information will render my account liable for termination and suitable action.

	First/Sole Holder	Second Joint Holder	Third Joint Holder
Name			
Designation			
Signature (Please sign within box & Preferably in black ink)			
Passport size Photograph  (Please sign ACROSS the photograph)  (Non-individual client to affix stamp along with signature on photograph)	 (Please sign across the photograph)	 (Please sign across the photograph)	 (Please sign across the photograph)

**Introduction**

<b>Details of introduction by a Bank Official (Alternatively provide proof of Bank Account)</b>	
We hereby declare that _____ has a Current / Savings Bank A/c No. _____ with _____ Branch.	
Date	Signature, Name & Designation of Bank official
Bank Name & Branch Address	Bank Seal

## NOMINATION FORM

(Only by Individuals holding Beneficiary Owner's Account' singly or jointly)

**TO,**  
**SSJ FINANCE & SECURITIES PVT. LTD.**  
**1st Floor, Merchant Chamber, Opp. Patkar Hall, 41, New Marine Lines, Mumbai - 400 020**

Dear Sir/Madam  
 I/We the sole holder / Joint holders / Guardian (in case of minor) hereby Declare that :

- I/We **do not wish to nominate any one for this demat account**, (Strike out what is not applicable) (Signatures of all account holders should be obtained on this form),
- I/We **nominate** the following person who is entitled to receive security balances lying in my / our account, particulars where are given below, in the event of the death of the Sole holder or the death of all the Joint Holders.

BO Account Details												
DP ID	1	2	0	3	4	1	0	0	Client ID			
Name of the Sole / First Holder												
Name of Second Holder												
Name of Third Holder												

Nominee Details												
First Name				Middle Name				Last Name				
Address												
City												
Country												
Telephone No.												
E-mail ID												
Relationship with BO (If any)												
Date of birth (If nominee is a minor)												

**As the nominee is a minor as on date, I / we appoint the following person to act as Guardian:**

First Name				Middle Name				Last Name				
Address												
City												
Country												
Age												

to receive the securities in this account on behalf of the nominee in the event of the death of the Sole holder / all Joint holders.  
 This nomination is in accordance with **Section 109 A of the Companies Act, 1956**, and shall supersede any prior nomination made by me / us and also any testamentary document executed by me / us.  
 Place: \_\_\_\_\_ Date: \_\_\_\_\_

	First / Sole Holder	Second Holder	Third Holder
Name			
Signature	43/51 <b>S</b>	<b>S2</b>	<b>S3</b>

Note : Two witnesses shall attest signature(s) / Thumb impression(s).

Details of the Witness		
	First Witness	Second Witness
Name of Witness		
Address of Witness		
Signature of Witness		

(To be filled by DP)  
 Nomination Form accepted and registered vide Registration No. \_\_\_\_\_ dated \_\_\_\_\_.

**For SSJ Finance & Securities Pvt. Ltd.**

**(Authorised Signatory)**

===== (Please Tear here) =====

Received Nomination Form request from : **Acknowledgment Receipt**

DP ID	1	2	0	2	6	7	0	0	Client ID			
Name												
Address												
Nomination in favor of												
No Nomination												
Registration No.												

Do Not Wish To Nominate

Registered on

2 0

**For SSJ Finance & Securities Pvt. Ltd.**

**(Authorised Signatory)**





# AGREEMENT BETWEEN THE PARTICIPANT AND A PERSON SEEKING TO OPEN A BENEFICIAL OWNER'S ACCOUNT

This Agreement made and entered into at Mumbai, this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_ between **SSJ FINANCE & SECURITIES PVT. LTD.**, having its registered office at 1<sup>st</sup> Floor, Surya Mahal, 5 Burjorji Bharucha Marg, Fort, Mumbai 400 023, India, hereinafter called "**the Participant**" of the One Part; AND (first holder) \_\_\_\_\_, having his / her / its office / registered office / address at \_\_\_\_\_, (second holder) \_\_\_\_\_, having his / her / its office / registered office / address at \_\_\_\_\_, (third holder) \_\_\_\_\_, having his / her / its office / registered office / address at \_\_\_\_\_ hereinafter called "**the Beneficial Owner**" of the Other Part,

S  
45/51  
S  
46/51

**WHEREAS** the Beneficial Owner is desirous of opening a beneficial owner's account with the Participant and the Participant has agreed to open an account in the name of the Beneficial Owner and render services to the Beneficial Owner as a participant, on the terms and conditions recorded herein below:

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

**General Clause**

- The parties hereto agree to abide by the provisions of the Depositories Act, 1996, SEBI (Depositories and Participants) Regulations, 1996, Bye Laws and Operating Instructions issued by CDSL from time to time in the same manner and to the same extent as if the same were set out herein and formed part of this Agreement.

**Fees, Charges and deposits**

- The Participant shall be entitled to change or revise the fees, charges or deposits from time to time provided however that no increase therein shall be effected by the Participant unless the Participant shall have given at least one month's notice in writing to the Beneficial Owner in that behalf. In the event of the Beneficial Owner committing a default in the payment of any such amount payable to the Participant on their respective due dates or within fifteen days of the same being demanded (where no such due date is specified), the Participant shall be entitled to charge interest on the amount remaining outstanding or unpaid not exceeding 18% per annum or part thereof. On such continued default, the Participant after giving two days notice to the Beneficial Owner shall have a right to stop processing of instructions of Beneficial Owners till such time he makes the payment along with interest if any. The Beneficial Owner authorises the Participant to directly debit his Client Account with SSJ Finance & Securities Pvt. Ltd. For all such fees, charges and deposits payable to the Participant.

**Statement of Account**

- The Participant shall furnish to the Beneficial Owner a statement of his/its account at the end of every month if there has been even a single entry or transaction during that month, and in any event once at the end of each quarter. Such statement shall be in the form specified in Operating Instructions. The Participant shall furnish such statements at such shorter periods as may be required by the Beneficial Owner on payment of such charges by the Beneficial Owner as may be specified by the Participant.

**Beneficial Owner shall intimate change of particulars**

- The Participant shall not be liable or responsible for any loss that may be caused to the Beneficial Owner by reason of his/its failure to intimate change in the particulars furnished to the Participant from time to time, unless notified by the Beneficial Owner.

**Participant not liable for claims against Beneficial Owner**

- CDSL shall not be liable to the Beneficial Owner in any manner towards losses, liabilities and/or expenses arising from the claims of third parties or for any fees, charges, taxes, duties, levies or penalties levied, imposed or demanded by any Central, State, statutory or revenue authority in respect of securities credited to the Beneficial Owner's account.

**Authorised Representative**

- Where the Beneficial Owner is a body corporate or a legal entity, it shall, simultaneously with the execution of the Agreement furnish to the Participant, a list of officials authorized by it, who shall represent and interact on its behalf with the Participant. Any change in such list including additions, deletions or alterations thereto shall be forthwith communicated to the Participant.

**Closure of Account**

- The Beneficial Owner, may, at any time terminate this Agreement by calling upon the Participant to close his/its account with the Participant in the manner and on the terms and conditions set out in the Bye Laws and the procedure laid down in the Operating Instructions. In the event of termination of this Agreement the Beneficial Owner shall either get the securities transferred to some other account or get the same rematerialised.

**Stamp Duty**

- Any stamp duty (including interest or penalty levied thereon) payable on the Agreement and/or on any deed, document or writing executed in pursuance hereof between the parties hereto shall be borne and paid by the Beneficial Owner.

**Force Majeure**

- Notwithstanding anything contained herein or in the Bye Laws, neither party hereto shall be liable to indemnify or compensate the other for any breach, non-performance or delay in performance of any obligations under the Agreement or for any harm, loss, damage or injury caused to the other due to causes reasonably beyond its control including but not limited to tide, storm, cyclone, flood, lightning, earthquake, fire, blast, explosion or any other act of God, war, rebellion, revolution, insurrection, embargo or sanction, blockade, riot, civil commotion, labour action or unrest including strike, lock-out or boycott, interruption or failure of any utility service, enemy action, criminal conspiracy, act of terrorism or vandalism, sabotage, or intrusion, or any other irresistible force or compulsion.

**Service of Notice**

- Any notice or communication required to be given under the Agreement shall not be binding unless the same is in writing and shall have been served by delivering the same at the address set out herein above against a written acknowledgment of receipt thereof or by sending the same by pre-paid registered post at the aforesaid address or transmitting the same by facsimile transmission, electronic mail or electronic data transfer at number or address that shall have been previously specified by the party to be notified. Notice given by personal delivery shall be deemed to be given at the time of delivery. Notice given by post in accordance with this clause shall be deemed to be given at the commencement of business of the recipient of the notice on the third working day next following its posting. Notice sent by facsimile transmission, electronic mail or electronic data transfer shall be deemed to be given at the time of its actual transmission.

**Arbitration**

- The parties hereto shall, in respect of all disputes and differences that may arise between them, abide by the provisions relating to arbitration and conciliation specified under the Bye Laws.

**Jurisdiction**

- The parties hereto agree to submit to the exclusive jurisdiction of the courts in MUMBAI.

**Governing Law**

- The Agreement shall be governed by and construed in accordance with the laws in force in India.

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands/seals to this Agreement in duplicate on the day, month, year and place first herein above mentioned.

Signed and delivered by Client	Witness
Name of First Holder	Name
47/51 S Signature	Signature
Name of Second Holder	Address
S2 Signature	
Name of Third Holder	
S3 Signature	

Signed and delivered by Participant	Witness
Name of Authorised Representative	Name
	Signature
Signature	Address

# POWER OF ATTORNEY

**1** KNOW ALL MEN BY THESE PRESENTS THAT I/WE \_\_\_\_\_  
**48/51** S/o,D/o,W/o \_\_\_\_\_ Nationality Indian, residing at  
**1** / \_\_\_\_\_ or We, \_\_\_\_\_ a  
**49/51** Company registered under the Companies Act, 1956 and having our registered office at \_\_\_\_\_ do

hereby nominate, constitute and appoint SSJ FINANCE & SECURITIES PVT. LTD, a company incorporated under the Companies Act, 1956 in Mumbai and operating for the purposes of these presents from its Registered Office in India situated at First Floor, Surya Mahal, 5 Burjorji Bharucha Marg, Fort, Mumbai- 400 001, acting through any of its Directors and / or officers duly authorized by the company on my / our behalf as our Agent / attorney to do all or any of the following acts, deeds and things:

(1) To operate Beneficiary account(s) no(s) a) \_\_\_\_\_

**S** b) \_\_\_\_\_ c) \_\_\_\_\_  
**50/51**

held by me/us with the said Attorney, a depository participant, and issue instructions relating to dematerialising or rematerializing, hypothecation of shares and securities, freezing of accounts, to sign and execute delivery instruction slips to effect transfer of shares/ securities from my / our beneficiary account, to execute receipt instructions, pledge instructions, pledge closure instructions, removal of hypothecation instructions and all such other instructions that may be necessary in the course of business including instruction for closure of the account if deemed necessary or expedient.

(2) All the securities credited to my/our account as maintained by SSJ FINANCE & SECURITIES PVT LTD, shall be subject to lien for the discharge of any obligation or indebtedness of mine /ours to the Attorney, a depository participant. In enforcing the lien the Attorney shall have the sole discretion of determining the securities or assets that are to be liquidated and /or appropriated.

(3) To apply for any corporate benefits such as open offers, right issues, buyback etc. accrued on the securities in my beneficiary account(s)

(4) To instruct the DP to debit securities to the said account and / or transfer securities from the said account to any other account to the extent of shares sold through SSJ FINANCE & SECURITIES PVT LTD OR SSJ HOLDINGS PVT LTD for pay in obligation as well as for Margins towards any segment of any stock exchange.

I do hereby agree to ratify all lawful acts and things done by the said attorney pursuant to the power hereinabove contained.

I further agree and confirm that the powers and authorities conferred by this Power of Attorney shall continue until I have given fifteen days advance notice in writing to the contrary to the said Attorney.

I/ We hereby agree that all such acts done by the said attorney shall be deemed to be acts done by me/us, myself / ourselves and if necessary shall be ratified by us on instructions of the said attorney. This document shall be subject to the jurisdiction of the Courts in Mumbai.

In WITNESS whereof I /We set my/ our hands at this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

Mr/ Ms \_\_\_\_\_

Signature **S** **51/51** \_\_\_\_\_

Mr/ Ms \_\_\_\_\_

Signature **S2** \_\_\_\_\_

Mr/ Ms \_\_\_\_\_

Signature **S3** \_\_\_\_\_

## WITNESS 1 :

1) Name \_\_\_\_\_

Address \_\_\_\_\_

Signature \_\_\_\_\_

## WITNESS 2 :

2) Name \_\_\_\_\_

Address \_\_\_\_\_

Signature \_\_\_\_\_



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**Acknowledgement Receipt**

**SSJ FINANCE & SECURITIES PVT. LTD.**

1st Floor, Merchant Chamber, Opp. Patkar Hall, 41, New Marine Lines, Mumbai - 400 020

T : +91-22 6701 8800 F : +91-22 6701 8899

**Application No.:**

**Date :**

We hereby acknowledge the receipt of the Client Registration Form and / or Depository Account Opening Application Form :

Name of the Sole / First Holder	
Name of Second Joint Holder	
Name of Third Joint Holder	

Your Client ID will be intimated to you shortly on acceptance. Please quote DP ID and Client ID allotted to you in all your future correspondence.

**STAMP & SIGNATURE**  
**SSJ FINANCE & SECURITIES PVT. LTD.**

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**Acknowledgement Receipt**

**SSJ FINANCE & SECURITIES PVT. LTD.**

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