

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 SSJ Finance is one that you can invest in.

We look forward to you 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.

SSJ Finance has a dedicated Customer Care Desk to address any of the queries that you may have about your account with us and can be reached at the co-ordinates provided below:

Email : customercare@ssjfinance.com Toll Free Number : 1-800-102-0077

As always, it shall be our endeavour to provide you a truly satisfying experience. We

Warm regards,

Saurabh Jain Managing Director

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SR. NO.	NAME OF THE DOCUMENT	BRIEF SIGNIFICANT OF THE DOCUMENT	PAGE NO.						
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### SSJ FINANCE & SECURITIES PVT. LTD.

Member: National Stock Exchange of India Ltd. SEBI Regn No: INB / INF / INE 231118333 Member: Bombay Stock Exchange Ltd. SEBI Regn No: INB / INF 010960458 Member: MCX Stock Exchange Ltd. SEBI Regn No: INE 261118333; INB / INF 260960431 DP: Central Depository Services (I) Ltd. SEBI Regn No: IN-DP-CDSL-98-2000 DP ID: 12034100

M/s. Sureshchand S Jain (Clearing member - NSE F&O segment) SEBI Regn No: INF 230650717 M/s. IL&FS Securities Services Limited - Clearing Member for MCX SX FO & Currency SEBI Regn No: INE 261313337 (MCX-SX) SEBI Regn No: INF 261476735 (MCX-SX) INE 231313337 (NSE) Corporate Office: 1st Floor, Merchant Chamber, 41, New Marine Lines, Mumbai 400 020

1st Floor, Merchant Chamber, 41, New Marine Lines, Mumbai 400 020 T: 022-4300 8800 • F: 022-4300 8899 • Toll Free: 1800 102 0077 E: customercare@ssjfinance.com • W : www.ssjfinance.com

Compliance Officer: Mr. Ranjeet More (Tel. +91 22 4300 8800; E-mail: co@ssjfinance.com)

CEO: Mr. Saurabh Jain (Tel. +91 22 4300 8800; E-mail: ceo@ssjfinance.com)

For any grievance/dispute, please contact SSJ Finance & Securities Private Limited at the above address or e-mail id ig@ssjfinance.com and telephone number +91 22 4300 8800. In case not satisfied with the response, please contact BSE Limited (Tel. +91 22 2272 8097; E-mail: is@bseindia.com); National Stock Exchange of India Limited (Tel. +91 22 2659 8190; E-mail: ignse@nse.co.in); MCX Stock Exchange Limited (Tel. +91 22 6731 8933; E-mail: investorcomplaints@mcx-sx.com)

# MANDATORY KYC DOCUMENTS

Α.	All s	supportive	documents	are to	be sel	f attested	by	Client.
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- B. Original documents will be required for verification at the time of submission of the form include the following also:
- C. KRA Application form

1]		Copy of PAN									
2]		Recent Passport size photograph(s): Pas	ted in	Client Registration I	Form and sign	ed across.					
3]	Proo	of of Identity (any one):									
		Passport		PAN Card		UID / Aadhaar					
		Driving License		Voter ID Card							
4]	Proo	of of Bank Account (any one):									
		Photocopy of Bank Passbook having name &	addre	ss of account holder	with latest tra	nsactions details (not more than 4 months old)					
		Photocopy of Bank statement having name &	addre	ss of account holder	with latest tra	nsactions details (not more than 4 months old)					
		Original cancelled cheque leaf having pre-pr	inted r	name of account ho	der						
		Letter from Banker specifying the name, add	lress, a	account number of t	he account he	blder					
5]		Photocopy of cheque leaf of Bank account	nt to v	erify the Bank acc	ount number	, MICR, IFSC Code.					
6]	Proo	of of Address (any one):									
		Ration Card		Driving License		Adhaar Card					
		Passport		Leave & License /	Agreement or	Agreement of Sale / Buy					
		Voter ID Card		Electricity Bill (Bill	date not more	e than 3 months old)					
		MTNL/BSNL landline telephone bill (bill date not more than 3 months old)									
		Bank passbook with latest transaction details (not more than 3 months old)									
		Bank Statement as proof of Address (with	n trans	saction details not	more than 3	months old):					
		Computer generated Bank statement printe under the stamp and signature of the Bank off		the Bank stationary	(displaying n	ame and address of client) attested by Bank					
		<b>OR</b> Original Bank statement (displaying na original (where pre-printed name of client on c				nk attestation along with cancelled cheque in					
		<b>OR</b> Copy of Bank statement or E-statemen name and address of client) without Bank atte				lisplaying logo and name of Bank as well as ginal (having pre-printed name of client).					
7]			mitted.	. In case address of		ent address, then proof of permanent address is given as correspondence address, proof of					
8]	Proo	of of Demat Account (for Demat Accounts r	iot wit	th SSJ Finance):							
		Demat Client Master / Recent Holding stater	nent is	sued by DP bearing	g DP stamp						
9]	Evid	ence of Financial details (any one) :									
		Copy of ITR Acknowledgment		Copy of Annual ac	count						
		Copy of Form 16 in case salary income		Latest Salary slips	for three mor	nths					
		Bank account statement for last 6 months		Copy of Latest De	mat Holding s	tatement					
		Net worth Certificate		Any other relevant	documents s	ubstantiating ownership of assets					
		(in the state of t									

(in case of non-Individual ITR acknowledgment copy as documentary evidence of financial details is mandatory)

# KYC CHECKLIST (CATEGORY WISE)

- A. All supportive documents are to be self attested by Client.B. Original documents will be required for verification at the time of submission of the form include the following also:
- C. KRA Application form

For	Individual
	All mandatory KYC documents as mentioned above.
For	-
	All mandatory KYC documents as mentioned above. Copy of Valid Passport (not expired on date). Proof of foreign address of NRI. NRO/NRE Bank account details of NRI with PIS letter from Bank (RBI Approval). Declaration by NRI as per <b>Annexure-3</b> attached.
For	MINOR
	All mandatory KYC documents as mentioned above to be submitted for Minor. All mandatory KYC documents as mentioned above to be submitted for Guardian. Birth Certificate of Minor. Declaration by Guardian as per <b>Annexure-4</b> attached. Rubber stamp of Guardian to be affixed with all its signatures.
For	HUF
	<ul> <li>All mandatory KYC documents as mentioned above to be submitted for Karta.</li> <li>All mandatory KYC documents as mentioned above to be submitted for HUF.</li> <li>Declaration by KARTA giving details of his family members / all Co-Parceners as per Annexure-5 attached.</li> <li>Rubber stamp of HUF to be affixed with all signatures of KARTA.</li> <li>Signature of all co-parceners on PoA.</li> <li>UID / Aadhaar of Karta.</li> </ul>
For	Partnership Firm
	All mandatory KYC documents as mentioned above to be submitted for the Partnership firm & all the Partners. Copy of the partnership Deed duly certified by all the partners. Certificate of registration of Partnership Firm. Certified True copy of Authority letter /Board Resolution on Letterhead to open Trading & Demat account and specifying the person(s) authorized by the firm to act as Managing Partner(s) to operate an account (Format as per <b>Annexure-6</b> attached). Certified true copy of Balance sheet for last 2 financial years (Copy of Balance sheet to be submitted every year). List of all Partners on letterhead with their Names, designation, address and specimen signatures. Copy of latest profit sharing pattern on letterhead of the firm duly signed by all the partners. Details of all Partners with their photographs and address as per <b>Annexure-1</b> attached. Details of Authorized signatories with their photographs and address as per <b>Annexure-2</b> attached.
	Acknowledged copy of the Income tax return (as documentary evidence of financial details). Rubber stamp of Partnership Firm to be affixed with all signatures and initials. UID / Aadhaar of Partners.

# KYC CHECKLIST (CATEGORY WISE)

- A. All supportive documents are to be self attested by Client. B. Original documents will be required for verification at the time of submission of the form include the following also: C. KRA Application form

For	TRUST								
	All mandatory KYC documents as mentioned above to be submitted for Trust & Trustees & Authorized Signatories.								
	Copy of Trust Deed duly certified by all the Trustees.								
	Certificate of registration of Trust.								
	Certified True copy of Board Resolution on Letterhead to open Trading & Demat account and specifying the persons authorized by the Board to act as authorized signatory(ies) to open and operate the account.								
	Certified true copies the Balance sheet for last 2 financial years (Balance sheet to be submitted every year).								
	List of Trustees, Authorized signatories on letterhead with their designation, Address and specimen signatures.								
	Latest Sharing Pattern on letterhead of the Trust.								
	Details of all Trustees with their photographs and address as per Annexure-1 attached.								
	Details of Authorized signatories with their photographs and address as per Annexure-2 attached.								
	Demat Account to be opened in the name of Trustee(s) where Trading Account is opened in the name of Unregistered Trust.								
	Acknowledged copy of Income tax return (as documentary evidence of financial details).								
	Rubber stamp of Trust to be affixed with all signatures and initials.								
For	Corporate								
	All mandatory KYC documents as mentioned above to be submitted for the Company, all directors & authorized signatories.								
	Certified Copy of Memorandum and Articles of Association of the Company.								
	Certified true copy of Board resolution on letterhead of the company, duly signed by all Directors/ Managing director/Company Secretary, specifying the name of authorized person(s) with their specimen signature(s) to operate the account (format as pe <b>Annexure-7</b> attached).								
	Certified true copy of balance sheets for last two financial years (balance sheet to be submitted every year).								
	List of Latest Directors and Shareholding Pattern on the Letter Head including the list of all those holding more than 5 % in the sharecapital of the company duly certified by the Company Secretary/Wholetime Director/MD/CA (Copy of Updated Shareholding Pattern and Directors to be submitted as and when any changes are made)								
	Details of all directors including Individual promoters with their photographs and address as per Annexure-1 attached.								
	Details of Authorized signatories with their photographs and address as per Annexure-2 attached.								
	Form 32 required in case the directors name is not present in the AOA.								
	Acknowledged copy of the Income tax return (as documentary evidence of financial details).								
	Affix company rubber stamp with all signatures and initials of the Directors/Authorized signatories.								
	IMPORTANT GENERAL INSTRUCTIONS FOR COMPLETING THE CLIENT REGISTRATION FORM								
1.	Please ensure that form is complete in all respects. Strike off whichever option is not applicable.								
2.	Please fill all information in capital letters only (preferably in black ink).								
3.									
IMP	ORTANT NOTE:								
1.	Signature types: S Signature of the Client / First Holder								
	S2 Signature of the Second Holder S3 Signature of the Third Holder								
2.	In case of any correction in the form-Sign next to the correction done & Sign has to match the original signature.								



CLIENT REGISTRATION FORM - INDIVIDUAL / NRI
I/We request you to open a Demat / Trading Account in my / our name as per the following details :
BO ID         1         2         0         3         4         1         0         0         Trading Client Code         Image: Clie
Trading & Demat Account Trading Account
TYPE OF ACCOUNT
Residential Status     Individual     NRI     Nationality     Indian     Others       Sub Type
Individual Resident / Sole-Proprietorship Individual Promoter NRI Non - Repatriable Foreign National
Individual HUF / AOP Individual Director NRI Repatriable Foreign National-
Individual Margin Trading A/c (MANTRA) Individual Director's Relative NRI - Depository Receipts
ABOUT THE FIRST HOLDER (PLEASE FILL THE FORM IN BLOCK LETTERS ONLY) IDENTITY DETAILS
Name of the Applicant
Father / Spouse's Name FIRST MIDDLE LAST
Gender Male Female Marital Status Married Single Date of Birth D D M M Y Y
PAN No. UID / Aadhaar
Specify the Proof of Identity Submitted
ADDRESS DETAILS
Correspondence Address
Line 1
City
Country Pin Pin Mobile
Email ID
Specify the Proof of Address for Correspondence Address
Permanent Address (if different from above or overseas address, mandatory for Non Resident Applicant)
Line 2
City
Country Pin Pin Mobile
Email ID
Specify the Proof of Address for Permanent Address
OTHER DETAILS
Income Range (Per Annum in Rs.) Below 1 Lacs 1-5 Lacs 5-10 Lacs 10-25 Lacs Above 25 La
Income / Networth as on date DDHMMYYYY Rs(should not be older than 1 yes
Occupation Private Sector Public Sector Govt. Services Business Professional
Agriculturist Retired Housewife Student Others (Specify)
Please tick, if applicable : Politically Exposed Person (PEP) Related to a Politically Exposed Person (PEP)
Educational Qualification:Any other information



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# ADDITIONAL DETAILS FOR INDIVIDUAL / NON INDIVIDUAL

BANK DETAILS							
FOR RECEIVING CREDIT OF DIVIDEND / INTEREST							
Bank Name							
Bank Branch							
Bank Address							
A/c No.							
A/c Type Savings Current Others (specify) IFSC							
DEMAT DETAILS							
CDSL     NSDL     Depository Participant Name							
DP ID No. BO Client ID Default for Payout							
CDSL NSDL Depository Participant Name							
DP ID No. BO Client ID Default for Payout							

TRADING PREFERENCES (PLEASE SIGN AGAINST THE SEGMENT)								
	NSE	BSE	MCX-SX					
Cash	<b>S</b>	<b>S</b>	<b>S</b>					
	1/37	2/37	3/37					
F&O	<b>S</b>	<b>S</b>	<b>S</b>					
	4/37	5/37	6/37					
Currency	<b>S</b>	<b>S</b>	<b>S</b>					
	7/37	8/37	9/37					
Debts	<b>S</b>	<b>S</b>	<b>S</b>					
	10/37	11/37	12/37					
Interest Rate Future	<b>S</b> 13/37	NA	NA					

PAST ACTIONS

Details of any action/proceedings initiated/pending/ taken by SEBI/ Stock exchange/any other authority against the applicant/constituent or its Partners/promoters/whole time directors/authorized persons in charge of dealing in securities during the last 3 years:

No Yes Provide Details	
DEALINGS THROUGH SUB-BROKE	RS AND OTHER STOCK BROKERS
<ul> <li>Tel :Fax :</li> <li>Whether dealing with any other stock broker/sub-broker (if case dealing and the stock broker) and the stock broker (if case dealing and the stock broker) and the stock broker (if case dealing and the stock broker) and the stock broker (if case dealing and the stock broker) and the stock broker (if case dealing and the stock broker) and the stock broker (if case dealing and the stock broker) are stock broker (if case dealing and the stock broker) are stock broker (if case dealing are stock broker).</li> </ul>	fice address:Website : ng with multiple stock brokers/sub-brokers, provide details of all) me of Sub-Broker, if any:
ADDITION	IAL DETAILS
Whether you wish to avail of the facility of internet trading/ wireless tech Whether you wish to Receive Physical Contract Note or Electronic Con I/We request you to send Electronic Contract Note / Electronic Transac	tract Note (ECN) (please specify): ECN Physical
Sole / First Holder Email ID stated in the Account Opening Form or at	
Investment Experience         New         Capital Markety           Any other information	

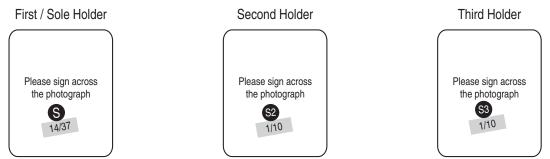
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		SE		DER DETAIL	LS			
Second Holder Na	me F I	R S T	N	1 I D C	D L E		L A S	Т
Name of the Father	/Husband							
PAN No.		Dat	e of Birth	D-M N	Л-ҮҮҮ	Y Ge	ender Mal	le Female
Nationality	ndian Other	(Specify)						
Title	/Ir. Mrs.	Ms.	Others		Suffi	x		
Service C	Central Govt.	State Govt. Pu	olic / Private S	Sector	Public / Priva		NGO	Statutory Body
Occupation F	Professional	Business Farmer	Retired	House	e-wife Stu	dent 0	thers specify)	
Nature of Business Profession	s/							
		F	PERMANENT	ADDRESS	•			
Line 1								
Line 2								
Line 3								
City				State				
Country		Pin		Mobile				
Tel (R)				Tel (O)	STD			
Email ID								
		Т	HIRD HOLDE		S			
Third Holder Name	F I R	ST	MI	DDI	LE		L A S T	
Name of the Fathe	r / Husband							
PAN No.		Date o	of Birth D	D-M N	/ Y Y Y	Y Ge	ender Mal	le Female
		(Specify)						
	/Ir. Mrs.		Others	_	Suffi			
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		Business Farmer	Retired	House	-wife Stu		pecify)	
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		F	PERMANENT	ADDRESS	;			
Line 1								
Line 2								
Line 3								
City				State				
Country		Pin		Mobile				
Tel (R)	T D			Tel (O)	S T D			
Email ID								
	STAN	NDING INSTRUCTIO	NS / SMS / e	asi (FOR DI	ЕМАТ АССО	UNT ONLY)		
I/We authorize you	to receive credits i	in my / our account w	ithout any ins	truction fron	n me / us. <b>(De</b>	efault is, YE	S) Yes	No
Account Statement	t Requirement	Daily	Weekly	1	Fortr	nightly	Mor	nthly
Do you wish to rec	eive divided / intere	est directly into your b	ank accountii	ng given bel	low through E	CS?	Yes	No
SMS Alert Facility	Yes	MOBILE No. +91	to Terms & co	onditions give	ven as <b>Annex</b>	ure - A		No
easi	Yes	Please contact us for o wherein a BO can view	letails (Facility	through CDS	L's website: ww	vw.cdslindia.c		No
To be Initialized by		d signatorios (In caso		-			0.011110.1	

To be Initialized by ALL the authorised signatories (In case of non individual)

### DECLARATION FOR DEMAT

I/We have read, received and understood the contents of the Rights & Obligations document(s) and agree to abide by and bound by the Bye-Laws as are in force from time to time for such Acciybts. I/We declare that the particulars given by me/us above are true to the best of my/our knowledge as on the date of making this application. I/We agree and undertake to intimate the DP any change (s) in the details/Particulars mentioned by/us in this form. I/We further agree that any false/misleading information given by me/us or suppression of any material information will render my/our account liable for termination and suitable action.

### Attach recent passport size photographs in the space provided below:



	Name of Holder(s)	Signature(s)
Sole / First Holder		<b>S</b> 15/37
Second Holder		<b>52</b> 2/10
Third Holder		<b>53</b> 2/10

(In case of minor holder, photograph of the guardian has to be affixed along with minor's photograph)

### Name \*

\* In case of Firms, Association of Persons (AOP), Partnership Firm, Unregistered Trust, etc., although the account is opened in the name of the natural persons, the name of the Firm, Association of Persons (AOP), Partnership Firm, Unregistered Trust, etc., should be mentioned above.

# DECLARATION

### **DECLARATION FOR BROKING**

T

1. I/We hereby declare that the details furnished above are true and correct to the best of my/our knowledge and belief and I/we undertake to inform you of any changes therein, immediately. In case any of the above information is found to be false or untrue or misleading or misrepresenting, I am/we are aware that I/we may be held liable for it.

2. I/We confirm having read/been explained and understood the contents of the document on policy and procedures of the stock broker and the tariff sheet.

3. I/We further confirm having read and understood the contents of the 'Rights and Obligations' document(s), 'Risk Disclosure Document' and Guidance note as prescribed by SEBI / Exchanges. I/We do hereby agree to be bound by such provisions as outlined in these documents. I/We have also been informed that the standard set of documents has been displayed for Information on stock broker's designated website.

|--|



Place \_\_\_\_\_

Client	Initial

**Client Signature** 

	INTRO	DUCER DETAILS										
Introduced by	Another Client	Sub-broker / AP / Remisier										
	Director / Employee of SSJ Finance	Any other person (please specify)										
Introducer's Name	F I R S T	M I D D L E L A S T										
Address												
Tel / Mobile		Introducer's Signature										
Employee / Client / Inte	roducer Code	(with stamp, if applicable)										

# NOMINATION FORM - FOR DEMAT & TRADING ACCOUNT (BY INDIVIDUAL CLIENT ONLY)

### Τo,

### SSJ Finance & Securities Pvt. Ltd.

1st Floor, Merchant Chamber, 41, New Marines Lines, Mumbai-400 020.

Dear Sir / Madam,

I/We, Sole holder / Joint holders / Guardian (In case of Minor) hereby declare that (strike out what is not applicable):

### I/We do not wish to nominate any one for this Demat account.

I/We **nominate** the following person who is entitled to receive securities / other balances lying in my/our account, particulars whereof 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		Clien	nt ID															
Trading	Accou	nt No.																										
Nominee's	s Name	e																										
Address																												
City													State															
Country							Pin						Mobile															
Tel (R)							ГШ						Fax															
Email ID																												
Relationsh	nip with	BO													Da	te o	f Bir	th (it	f Mir	nor)	D	D	M	M	Υ	Y	Y	Y
As the No account or Guardian's	n behal	f of the																			cui	IIIes			Jaiai			
PAN of G	uardiar	1								G	uar	rdian's	s Age (Yr	rs)														
Guardian'	s Addr	ess																										
					City															Pir	n Co	de						
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This Nomi Place	nation	shallsu	iperse	ede	any pr	ior nor	nina	tion n	nade b	by me	/ u	is and	dalso any	/ tes	tam	enta	ıry d	ocui		t exe ate		ed by	y me	/us	- Y	Y	Y	Y
<b>S</b> 17/37						_		3	2)/10											<b>S3</b> 3/10								
So Name:	ole / Fi	rst Hol	der					Na	me:	Se	cor	nd Ho	older						Na	me:	TI	nird	Hol	der				
1. WITNE	SS NA	ME:											2. WITN	IES	S N/	AME	:											
ADDRES	S:												ADDRE	SS:														
WITNESS	SIGNATI	JRE											WITNES	SS SI	GNA	TURE												
Two witne Nominatio										).									Fo	or SS	SJ F	inar	nce a	& Se	curi	ties F	Pvt.	 Ltd.

Date :

Note : 1. Where the holder is a minor, person lawfully entitled to act on behalf of the minor should sign the nomination.

2. Date of Birth Certificate is required in case of Minors.

(Authorised Signatory)

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

# **CLIENT INFORMATION**

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

# MARGINS

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

# TRANSACTIONS AND SETTLEMENTS

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

# BROKERAGE

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

# LIQUIDATION AND CLOSE OUT OF POSITION

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

# **DISPUTE RESOLUTION**

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

# **TERMINATION OF RELATIONSHIP**

- 27. This relationship between the stock broker and the client shall be terminated; if the stock broker for any reason ceases to be a member of the stock exchange including cessation of membership by reason of the stock broker's default, death, resignation or expulsion or if the certificate is cancelled by the Board.
- 28. The stock broker, sub-broker and the client shall be entitled to terminate the relationship between them without giving any reasons to the other party, after giving notice in writing of not less than one month to the other parties. Notwithstanding any such termination, all rights, liabilities and obligations of the parties arising out of or in respect of transactions entered into prior to the termination of this relationship shall continue to subsist and vest in/be binding on the respective parties or his/its respective heirs, executors, administrators, legal representatives or successors, as the case may be.
- 29. In the event of demise/insolvency of the sub-broker or the cancellation of his/its registration with the Board or/withdrawal of recognition of the sub-broker by the stock exchange and/or termination of the agreement with the sub broker by the stock broker, for any reason whatsoever, the client shall be informed of such termination and the client shall be deemed to be the direct client of the stock broker and all clauses in the 'Rights and Obligations' document(s) governing the stock broker, sub-broker and client shall continue to be in force as it is, unless the client intimates to the stock broker his/its intention to terminate their relationship by giving a notice in writing of not less than one month.

# ADDITIONAL RIGHTS AND OBLIGATIONS

- 30. The stock broker shall ensure due protection to the client regarding client's rights to dividends, rights or bonus shares, etc. in respect of transactions routed through it and it shall not do anything which is likely to harm the interest of the client with whom and for whom they may have had transactions in securities.
- 31. The stock broker and client shall reconcile and settle their accounts from time to time as per the Rules, Regulations, Bye Laws, Circulars, Notices and Guidelines issued by SEBI and the relevant Exchanges where the trade is executed.
- 32. The stock broker shall issue a contract note to his constituents for trades executed in such format as may be prescribed by the Exchange from time to time containing records of all transactions including details of order number, trade number, trade time, trade price, trade quantity, details of the derivatives contract, client code, brokerage, all charges levied etc. and with all other relevant details as required therein to be filled in and issued in such manner and within such time as prescribed by the Exchange. The stock broker shall send contract notes to the investors within one working day of the execution of the trades in hard copy and/or in electronic form using digital signature.
- 33. The stock broker shall make pay out of funds or delivery of securities, as the case may be, to the Client within one working day of receipt of the payout from the relevant

Exchange where the trade is executed unless otherwise specified by the client and subject to such terms and conditions as may be prescribed by the relevant Exchange from time to time where the trade is executed.

- 34. The stock broker shall send a complete `Statement of Accounts' for both funds and securities in respect of each of its clients in such periodicity and format within such time, as may be prescribed by the relevant Exchange, from time to time, where the trade is executed. The Statement shall also state that the client shall report errors, if any, in the Statement within such time as may be prescribed by the relevant Exchange from time to time where the trade was executed, from the receipt thereof to the Stock broker.
- 35. The stock broker shall send daily margin statements to the clients. Daily Margin statement should include, inter-alia, details of collateral deposited, collateral utilized and collateral status (available balance/due from client) with break up in terms of cash, Fixed Deposit Receipts (FDRs), Bank Guarantee and securities.
- 36. The Client shall ensure that it has the required legal capacity to, and is authorized to, enter into the relationship with stock broker and is capable of performing his obligations and undertakings hereunder. All actions required to be taken to ensure compliance of all the transactions, which the Client may enter into shall be completed by the Client prior to such transaction being entered into.

# **ELECTRONIC CONTRACT NOTES (ECN)**

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

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

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

# LAW AND JURISDICTION

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

changes shall be deemed to have been incorporated herein in modification of the rights and obligations of the parties mentioned in this document.

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

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

- Stock broker is eligible for providing Internet based trading (IBT) and securities trading through the use of wireless technology that shall include the use of devices such as mobile phone, laptop with data card, etc. which use Internet Protocol (IP). The stock broker shall comply with all requirements applicable to internet based trading/securities trading using wireless technology as may be specified by SEBI & the Exchanges from time to time.
- 2. The client is desirous of investing/trading in securities and for this purpose, the client is desirous of using either the internet based trading facility or the facility for securities trading through use of wireless technology. The Stock broker shall provide the Stock broker's IBT Service to the Client, and the Client shall avail of the Stock broker's IBT Service, on and subject to SEBI/Exchanges Provisions and the terms and conditions specified on the Stock broker's IBT Web Site provided that they are in line with the norms prescribed by Exchanges/SEBI.
- 3. The stock broker shall bring to the notice of client the features, risks, responsibilities, obligations and liabilities associated with securities trading through wireless technology/internet/smart order routing or any other technology should be brought to the notice of the client by the stock broker.
- 4. The stock broker shall make the client aware that the Stock Broker's IBT system itself generates the initial password and its password policy as stipulated in line with norms prescribed by Exchanges/SEBI.
- 5. The Client shall be responsible for keeping the Username and Password confidential and secure and shall be solely responsible for all orders entered and transactions done by any person whosoever through the Stock broker's IBT System using the Client's Username and/or Password whether or not such person was authorized to do so. Also the client is aware that authentication technologies and strict security measures are required for the internet trading/securities trading through wireless technology through order routed system and undertakes to ensure that the password of the client and/or his authorized

representative are not revealed to any third party including employees and dealers of the stock broker

- 6. The Client shall immediately notify the Stock broker in writing if he forgets his password, discovers security flaw in Stock Broker's IBT System, discovers/suspects discrepancies/ unauthorized access through his username/password/account with full details of such unauthorized use, the date, the manner and the transactions effected pursuant to such unauthorized use, etc.
- 7. The Client is fully aware of and understands the risks associated with availing of a service for routing orders over the internet/securities trading through wireless technology and Client shall be fully liable and responsible for any and all acts done in the Client's Username/password in any manner whatsoever.
- 8. The stock broker shall send the order/trade confirmation through email to the client at his request. The client is aware that the order/ trade confirmation is also provided on the web portal. In case client is trading using wireless technology, the stock broker shall send the order/trade confirmation on the device of the client.
- 9. The client is aware that trading over the internet involves many uncertain factors and complex hardware, software, systems, communication lines, peripherals, etc. are susceptible to interruptions and dislocations. The Stock broker and the Exchange do not make any representation or warranty that the Stock broker's IBT Service will be available to the Client at all times without any interruption.
- 10. The Client shall not have any claim against the Exchange or the Stock broker on account of any suspension, interruption, non-availability or malfunctioning of the Stock broker's IBT System or Service or the Exchange's service or systems or non-execution of his orders due to any link/system failure at the Client/Stock brokers/ Exchange end for any reason beyond the control of the stock broker/Exchanges.

# **OWN/PROPRIETARY TRADE :**

In pursuance of SEBI Circular No. SEBI/MRD/SE/ Cir-42/2003 dated November 19, 2003, with a view to increase the transparency in the dealings between the trading member and their Clients, all trading members are required to disclose to his clients whether they do client based business or proprietary trading as well. In this connection, the Stock Broker wishes to inform that besides transacting on behalf of Clients, they also trasact on their own/proprietary account. This document contains important information on trading in Equities/Derivatives Segments of the stock exchanges. All prospective constituents should read this document before trading in Equities/Derivatives Segments of the Exchanges.

Stock exchanges/SEBI does neither singly or jointly and expressly nor impliedly guarantee nor make any representation concerning the completeness, the adequacy or accuracy of this disclosure document nor have Stock exchanges /SEBI endorsed or passed any merits of participating in the trading segments. This brief statement does not disclose all the risks and other significant aspects of trading. In the light of the risks involved, you should undertake transactions only if you understand the nature of the relationship into which you are entering and the extent of your exposure to risk.

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

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

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

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

### 1. BASIC RISKS:

### 1.1 Risk of Higher Volatility:

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

### 1.2 Risk of Lower Liquidity:

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

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

# 1.3 Risk of Wider Spreads:

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

### 1.4 Risk-reducing orders:

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

**1.4.1** A "market" order will be executed promptly, subject to availability of orders on opposite side, without regard to

price and that, while the customer may receive a prompt execution of a "market" order, the execution may be at available prices of outstanding orders, which satisfy the order quantity, on price time priority. It may be understood that these prices may be significantly different from the last traded price or the best price in that security / derivatives contract.

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

### 1.5 Risk of News Announcements:

News announcements that may impact the price of stock / derivatives contract may occur during trading, and when combined with lower liquidity and higher volatility, may suddenly cause an unexpected positive or negative movement in the price of the security / contract.

### 1.6 Risk of Rumors:

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

# 1.7 System Risk:

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

- **1.7.1** During periods of volatility, on account of market participants continuously modifying their order quantity or prices or placing fresh orders, there may be delays in order execution and its confirmations.
- **1.7.2** Under certain market conditions, it may be difficult or impossible to liquidate a position in the market at a reasonable price or at all, when there are no outstanding orders either on the buy side or the sell side, or if trading is halted in a security / derivatives contract due to any action on account of unusual trading activity or security / derivatives contract hitting circuit filters or for any other reason.

# 1.8 System/Network Congestion:

Trading on exchanges is in electronic mode, based on satellite/leased line based communications, combination of technologies and computer systems to place and route orders. Thus, there exists a possibility of communication failure or system problems or slow or delayed response

from system or trading halt, or any such other problem/glitch whereby not being able to establish access to the trading system/network, which may be beyond control and may result in delay in processing or not processing buy or sell orders either in part or in full. You are cautioned to note that although these problems may be temporary in nature, but when you have outstanding open positions or unexecuted orders, these represent a risk because of your obligations to settle all executed transactions.

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

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

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

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

- A. Futures trading involve daily settlement of all positions. Every day the open positions are marked to market based on the closing level of the index / derivatives contract. If the contract has moved against you, you will be required to deposit the amount of loss (notional) resulting from such movement. This amount will have to be paid within a stipulated time frame, generally before commencement of trading on next day.
- B. If you fail to deposit the additional amount by the deadline or if an outstanding debt occurs in your account, the stock broker may liquidate a part of or the whole position or substitute securities. In this case, you will be liable for any losses incurred due to such close-outs.
- C. Under certain market conditions, an investor may find it difficult or impossible to execute transactions. For example, this situation can occur due to factors such as illiquidity i.e. when there are insufficient bids or offers or suspension of trading due to price limit or circuit breakers etc.
- D. In order to maintain market stability, the following steps may be adopted: changes in the margin rate, increases in the cash margin rate or others. These new measures may also be applied to the existing open interests. In such conditions, you will be required to put up additional margins or reduce your positions.
- E. You must ask your broker to provide the full details of derivatives contracts you plan to trade i.e. the contract specifications and the associated obligations.

# 2.2 Currency specific risks:

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

# 2.3 Risk of Option holders:

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

### 2.4 Risks of Option Writers:

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

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

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

# 4. GENERAL

- 4.1 The term 'constituent' shall mean and include a client, a customer or an investor, who deals with a stock broker for the purpose of acquiring and/or selling of securities / derivatives contracts through the mechanism provided by the Exchanges.
- 4.2 The term 'stock broker' shall mean and include a stock broker, a broker or a stock broker, who has been admitted as such by the Exchanges and who holds a registration certificate from SEBI.

# **BEFORE YOU BEGIN TO TRADE**

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

# TRANSACTIONS AND SETTLEMENTS

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

statement shall also explain the retention of funds and securities and the details of the pledged shares, if any.

- c) On the date of settlement, the stock broker may retain the requisite securities/funds towards outstanding obligations and may also retain the funds expected to be required to meet derivatives margin obligations for next 5 trading days, calculated in the manner specified by the exchanges. In respect of cash market transactions, the stock broker may retain entire pay-in obligation of funds and securities due from clients as on date of settlement and for next day's business, he may retain funds/securities/margin to the extent of value of transactions executed on the day of such settlement in the cash market.
- d) You need to bring any dispute arising from the statement of account or settlement so made to the notice of the stock broker in writing preferably within 7 (seven) working days from the date of receipt of funds/securities or statement, as the case may be. In case of dispute, refer the matter in writing to the Investors Grievance Cell of the relevant Stock exchanges without delay.
- 14. In case you have not opted for maintaining running account and pay-out of funds/securities is not received on the next working day of the receipt of payout from the exchanges, please refer the matter to the stock broker. In case there is dispute, ensure that you lodge a complaint in writing immediately with the Investors Grievance Cell of the relevant Stock exchange.
- 15. Please register your mobile number and email id with the stock broker, to receive trade confirmation alerts/ details of the transactions through SMS or email, by the end of the trading day, from the stock exchanges.

# IN CASE OF TERMINATION OF TRADING MEMBERSHIP

- 16. In case, a stock broker surrenders his membership, is expelled from membership or declared a defaulter; Stock exchanges gives a public notice inviting claims relating to only the "transactions executed on the trading system" of Stock exchange, from the investors. Ensure that you lodge a claim with the relevant Stock exchanges within the stipulated period and with the supporting documents.
- 17. Familiarize yourself with the protection accorded to the money and/or securities you may deposit with your stock broker, particularly in the event of a default or the stock broker's insolvency or bankruptcy and the extent to which you may recover such money and/or securities may be governed by the Bye-laws and Regulations of the relevant Stock exchange where the trade was executed and the scheme of the Investors' Protection Fund in force from time to time.

### **DISPUTES/COMPLAINTS**

- 18. Please note that the details of the arbitration proceedings, penal action against the brokers and investor complaints against the stock brokers are displayed on the website of the relevant Stock exchange.
- 19. In case your issue/problem/grievance is not being sorted out by concerned stock broker/sub-broker then you may take up the matter with the concerned Stock exchange. If you are not satisfied with the resolution of your complaint then you can escalate the matter to SEBI.
- 20. Note that all the stock broker/sub-brokers have been mandated by SEBI to designate an e-mail ID of the grievance redressal division/compliance officer exclusively for the purpose of registering complaints.

This document contains the policies and procedures of SSJ Finance & Securities Pvt. Ltd. (SSJ Finance / MEMBER) as are presently in force in relation to:

- 1. Refusal of orders for Penny / illiquid Stock
- 2. Setting up of exposure limits
- 3. Squaring off of market positions, collaterals and other securities
- 4. Refusal of CLIENT requests for fresh positions
- 5. Applicable Brokerage Rate
- 6. Imposition of penalty/delayed payment charges
- 7. Market and internal shortages
- 8. Suspension of CLIENT's account and deregistering of the CLIENT
- 9. Inactive / Dormant Account

The policies set out herein may be modified from time to time without prior notice in accordance with the rules, regulations and bye-laws of SEBI or the exchanges or other authorities or at the option of the MEMBER by way of notice of not less than 15 (fifteen) days to the CLIENT.

# 1. Refusal of orders for penny / illiquid stocks

1.1 The MEMBER shall from time to time classify certain securities as illiquid as per the list of illiquid securities notified on a periodic basis by the Stock Exchanges concerned / SEBI and based on such other internal criteria as the MEMBER may deem fit. The MEMBER reserves the right to refuse acceptance of orders / execution of any transaction requests of the CLIENT on such illiquid securities. The MEMBER also reserves the right not to allow / limit any trades or transactions (irrespective of credit balance of funds in CLIENT's account) in certain securities due to various reasons including factors such as market liquidity, orders/requests which may be below/above certain value / quantity, the order being for securities which are not in the permitted category of the MEMBER and / or based on such other internal criteria as the MEMBER may deem fit from time to time based on its risk perception. The CLIENT agrees that losses, if any, on account of such refusal or due to delay caused in granting such limits / execution, shall be borne exclusively by the CLIENT alone.

# 2. Setting up of CLIENT's exposure limits

2.1 The MEMBER shall be entitled to sanction trading limits to the CLIENT based on the margin lying to the credit of the CLIENT in the form of funds / securities / bank guarantees / fixed deposit receipts. The MEMBER at its sole discretion may refuse to accept any security as collateral / margin. In setting exposure limits for the CLIENT, the MEMBER shall be entitled to consider such factors as it may deem fit, including without limitation, the CLIENT's risk profile, risk appetite, loss bearing capacity, payment history, market volatility, risk management policy of the MEMBER and such other factors or conditions which the MEMBER may consider relevant for the purpose. The MEMBER reserves liberty to vary the trading / exposure limits of the CLIENT

depending upon its risk assessment from time to time having regard to the changes in any of the factors or market conditions bearing on the risk profile of the CLIENT 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 MEMBER's inability to route any order through the MEMBER's trading system on account of any such variation, reduction, or imposition of limits. The CLIENT further 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 or it may subject any order placed by the CLIENT to a review before its entry into the trading systems any may refuse to execute/allow execution of orders due to but not limited to the reason of lack of margin/securities or the order being outside the limits set by MEMBER/Stock Exchange/SEBI and any other reasons which the MEMBER may deem appropriate in the circumstances.

- 2.2 The CLIENT agrees that the losses, if any, direct or indirect, notional or otherwise, arising on account of such refusal or due to delay caused by such review or from any variation or reduction of limits or any other aspect of the risk management policy / system, shall be borne exclusively by the CLIENT alone.
- 3. MEMBER's right to square-off CLIENT's position / securities, without giving notice to CLIENT
- 3.1 CLIENT hereby confirms to make payments for its purchases and clear all debits before pay-in date and time as per schedule defined by the relevant Exchanges. The CLIENT is responsible for all orders executed in the CLIENT's account, including those orders that may have been executed without availability of the required funds or margin. If the CLIENT's account has any shortfall in the required funds or margin, the CLIENT shall, whether or not 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 or account transfer or demand draft or any other similar mode and shall promptly communicate such transfer to the MEMBER. In case where a payment by the CLIENT is made vide cheque or any other such instrument/transaction issued in favour of the MEMBER, the MEMBER may at its discretion consider credit of such funds only upon clear realisation of such funds into its account. In case the MEMBER does not receive clear funds before due date (i.e. pay-in date and time) the MEMBER will have all rights to sell the shares without any further intimation to the CLIENT. The cost and consequences of such action shall be entirely borne by CLIENT and shall be without any prejudice to MEMBER's rights to take any other action to recover the dues.



- 3.2 Square-off of CLIENT's positions and securities upon any shortfall in its account is a right of the MEMBER and not an obligation on the MEMBER. The CLIENT shall continue to be fully liable for all its trades, positions and obligations to the MEMBER whether or not such right to square-off is exercised by the MEMBER.
- 3.3 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.
- 3.4 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 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 or prior notice to the CLIENT.
- 3.5 The resultant or associated losses that may occur due to such square off / sale shall be borne by the CLIENT alone and the CLIENT agrees that 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. In exercise of the MEMBER's right to sell securities under the agreement, the CLIENT agrees that the choice of specific securities / segment to be sold / squared-off shall be solely at the MEMBER's discretion.
- 3.6 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 as well as securities in CLIENT's demat account under power of attorney to 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 discretion of the MEMBER.
- 3.7 The CLIENT accepts to mark all its transactions as Delivery / Carry-forward or Intra-day / Margin. Accordingly, the CLIENT agrees that all transactions which are not marked as Intention to take Delivery may be squared-off by the MEMBER irrespective of credit balance of funds / availability of margin in CLIENT's account, before the close of market hours at such specific time as may be deemed appropriate by the MEMBER. The CLIENT accepts that the MEMBER is not under any obligation to square-off such transactions. Further, the MEMBER is not required to give any prior intimation to or seek approval from the CLIENT before such square-off of transactions. The CLIENT agrees that loss, if

any, incurred on account of such square-off of positions or inability to square-off such positions will be borne solely by the CLIENT itself.

# 4. Refusal of CLIENT requests for trades/transactions

- 4.1 MEMBER is entitled in its sole discretion to:
  - restrict or refuse execution of any orders for transaction in any scrip if transaction in such scrip is not in accordance with its internal due diligence policy and/or the directives and guidelines of the Exchanges and/or the Regulator issued from time to time and the CLIENT shall not call in question any decision of MEMBER to restrict or refuse transactions in such scrips on the ground that transactions in such scrip are not in violation of the MEMBER's due diligence policy or the directives or guidelines of the Exchange and/or the Regulator or on the ground that the CLIENT has not been put on notice about the scrips on which trade restrictions have been imposed by the MEMBER;
  - impose trade restrictions on any scrip having regard in particular to any one or more of the following factors viz.
     (i) market volatility, (ii) price sensitive announcements relating to any scrip, (iii) restrictions on trade volume imposed by the Exchange concerned, (iv) political instability in the country, (v) external aggression or internal rebellion, (vi) default by the CLIENT to maintain applicable collateral/margin or to make payment of dues or such other factors influencing the securities market;
  - refuse to accept or act upon any request/order, which in MEMBER's sole opinion, amounts to manipulating trades or price manipulation or artificial trade(s) and/or fraudulent trade(s) or otherwise in breach of applicable laws and/or MEMBER's internal policies, without obligation to give the CLIENT its reasons for doing so;
  - close out any transaction which may have been executed but which MEMBER was entitled to refuse to execute being contrary to its internal due diligence policies or by reason of any other factors including but not limited to trades being manipulative in nature;
  - disallow any trades or transactions in respect of certain securities or segments which may be below/above certain value/quantity as may be decided by MEMBER from time to time;
  - decline carrying out the instructions or refuse processing / transmitting the order of the CLIENT if MEMBER is uncertain of authenticity or is otherwise doubtful about the same for any reason.
- 4.2 MEMBER shall not be liable, if any instructions of the CLIENT are not carried out for any reason whatsoever and loss, if any, incurred on account of such refusal of CLIENT requests will be borne solely by the CLIENT itself.

# 5. Applicable Brokerage Rate

5.1 The MEMBER shall levy brokerage for the CLIENT's



transactions as per the brokerage slabs mutually agreed with the CLIENT in the CLIENT Registration Form subject to the maximum rate prescribed by the Stock Exchanges / SEBI. The CLIENT shall pay such fees, charges, and commissions as may be notified by the MEMBER from time to time depending upon the services availed by the CLIENT. The MEMBER may require the CLIENT to pay an upfront / advance service fee for availing the services offered by the MEMBER and the CLIENT shall pay such fee as and when so required.

- 5.2 Subject to such maximum prescribed rates, the MEMBER may revise the rates from time to time after intimation to the CLIENT of the revised rates and the date from which the revised rates shall take effect. The MEMBER may intimate the revised rates either in writing addressed to the CLIENT or by publishing the rate on its back-office website or in the CLIENT's back-office login or a combination of any such means. The CLIENT shall be deemed to have agreed to the change in brokerage rates on transactions executed on and from such effective date.
- 5.3 The CLIENT further agrees to pay any applicable taxes including the securities transaction tax, service tax, duties and levies as may be levied on the transaction from time to time, Exchange Transaction charges and other charges based on value traded or otherwise as may be levied by the relevant Exchanges or as determined by the MEMBER from time to time.
- 5.4 The applicable Stamp Duty payable on any instruments relating to any transaction including without limitation any stamp duty payable on Contract Notes issued pursuant to transaction executed shall be payable by the CLIENT. Without prejudice to the generality of the above clause, the CLIENT also agrees to pay any and all additional stamp duty payable if Contract Notes issued for any transaction executed are received by the CLIENT residing in any other state other than the state of Maharashtra.
- 5.5 The CLIENT shall pay all costs, charges, expenses, damages, losses, interests (including penal interests) and other outgoings incurred / determined or suffered by the MEMBER as a result of the CLIENT's default, including without limitation, due to dishonour of cheques. The CLIENT may be charged separately for online trading application, advance subscription charges, SMS charges, research subscription charges, demat charges on transactions through the Broker Margin/Beneficiary Account towards pay-in / pay-out / pledge of securities to Broker Pool/Margin/Pledge Account or Exchange Pledge Account or CLIENT's Beneficiary Account, incurred directly or indirectly, for and behalf of the CLIENT.

### 6. Imposition of penalty/delayed payment charges

6.1 CLIENT agrees and confirms that it will be liable to pay delayed payment charges for non-making of payment or short payment of their pay-in/margin/mark-to-market obligation as per the Exchange requirement/schedule, at the rate of 2% per month or part thereof or such other rate as may be determined by the MEMBER. No interest shall be payable by the MEMBER on any credit balance in CLIENT's account. The CLIENT is aware and has agreed that the above interest on the debit balance shall be calculated on daily product basis and charged to the CLIENT's account at the end of each month/such other interval as may be decided by the MEMBER. 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.

- 6.2 Without prejudice to the MEMBER's other rights, the MEMBER shall be entitled to liquidate / close-out all or any of the CLIENT's positions for non-payment of margin 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.
- 6.3 The CLIENT agrees that that the MEMBER may impose fines / penalties for margin shortage / any order / trades / deals / actions of the CLIENT which are contrary to this agreement/rules/regulations/bye-laws of the Exchange or any other law for the time being in force, at such rates and in such form as it may deem fit. Further where the MEMBER has to pay any fine or bear any punishment from any authority in connection with/as a consequence of / in relation to any of the orders / trades / deals / actions of the CLIENT, the same shall be additionally borne by the CLIENT.
- 7. Shortages in obligations arising out of internal netting of trades
- 7.1 MEMBER shall not be obliged to deliver any securities or pay any money to the CLIENT unless and until the same has been received by the MEMBER from the exchange, the clearing corporation/clearing house or other company or entity liable to make the payment and the CLIENT has fulfilled its obligations first.
- 7.2 If a seller CLIENT fails to deliver any one or more securities to the pool account of the MEMBER in respect of the securities sold by it which turns out to be an internal netting of trade, in such case, short delivering CLIENT is debited by an amount equivalent to 5% (or such other % as may be revised by the MEMBER from time to time) above the highest of the closing prices between the Trade (T) day and T+2 day.
- 7.3 The CLIENT (buyer or seller) understands and acknowledges the same and undertakes that it shall not hold the MEMBER responsible for any loss or damages arising out of the same.
- 8. Suspension and deregistering of CLIENT's Account:
- 8.1 If the CLIENT apprehends that security of his account has



been breached, the CLIENT shall in writing to the MEMBER, request suspension of transactions in the CLIENT's account and MEMBER may on receipt of such request suspend transactions in the account. The CLIENT shall ensure pay-in of funds and securities in respect of all transactions pending to be settled on or before the respective settlement date(s) and shall compulsorily square off all open derivative positions, failing which MEMBER without further reference to the CLIENT shall square off all open derivative positions prior to suspending the account. The account of the CLIENT shall, if suspended, remain so suspended until such time as the CLIENT's request in writing for reactivation of the account is not received by MEMBER. Provided always that MEMBER may, without prejudice to its other rights to effect recovery of its dues, sell all or any collateral and other securities of the CLIENT lying with it in the CLIENT's account towards full or part recovery of the dues owing by the CLIENT without prior notice or consent of the CLIENT.

- 8.2. MEMBER may at any time, as it considers necessary in its sole discretion and without prior notice to the CLIENT, prohibit, restrict or suspend the CLIENT's access to or use of the services provided to the CLIENT under this Agreement, whether in part or entirely.
- 8.3 MEMBER reserves the right to suspend or terminate this Agreement and deregister the CLIENT without prior notice in the event of:
  - any breach of the terms of this agreement;
  - in the event of infraction of any Rules, Bye-Laws, Regulations of SEBI or the Stock Exchange or of the provisions of any law for the time being in force governing dealings in the securities market without prior notice or on the directions of SEBI and/or the Exchanges;
  - upon the death, winding up, bankruptcy, liquidation or lack of legal capacity of the CLIENT;
  - the CLIENT being designated as a defaulter by any credit rating agency or any action or proceedings have been initiated by the relevant regulator/Authority including without limitation SEBI;
  - bank account, demat account, securities account of the CLIENT being frozen or attached by any court of law or any other competent authority for whatever reason;
  - the CLIENT having misrepresented facts at the time of entering into this Agreement or at the time of giving instructions or otherwise;
  - any proceedings or investigations that involve the CLIENT;
  - the CLIENT fails to fulfill its payment obligations under this Agreement or otherwise due to MEMBER or
  - if the CLIENT migrates to a jurisdiction which prohibits trading in Indian Securities or otherwise subjects MEMBER or any of its employees to any licensing or registration requirements.
- 8.4 All rights, liabilities and obligations of the parties arising out of or in respect of transactions entered into prior to deregistration of the CLIENT shall continue to subsist and

vest in /be binding on the respective parties or his/her/its respective heirs, executors, administrators, legal representatives or successors, as the case maybe.

### 9. Inactive/Dormant Account

- 9.1 Where no transaction is taken place in client's account during the last 24 months from the date of last transaction, then it will be considered as Inactive/Dormant Account.
- 9.2 The detailed Policy is this regard is available on the website of the MEMBER.

CLIENT's Acceptance of Policies and Procedures stated hereinabove:

I/We have fully understood the same and do hereby sign the same and agree not to call into question the validity, enforceability and applicability of any provision/clauses in this document under any circumstances whatsoever.

These Policies and Procedures may be amended/changed unilaterally by the MEMBER. I understand and agree that the prevailing policies and procedures of the MEMBER in respect of the above said matters shall remain published on its website www.ssjfinance.com or such other website as may be notified to me/us from time to time and I/we agree that it is my/our responsibility to access, understand and abide by such policies at all times during the subsistence of this Agreement. I/We agree never to challenge such policies or amendments thereto on any grounds including delayed receipt or non receipt or any other reasons whatsoever. These Policies and Procedures shall always be read along with the Agreement and shall be compulsorily referred to while deciding any dispute/difference or claim between me/us and MEMBER before any court of law/judicial/adjudicating authority including arbitrator/mediator etc.



**Client Signature** 

# **General Clause**

- The Beneficial Owner and the Depository participant (DP) shall be bound by the provisions of the Depositories Act, 1996, SEBI (Depositories and Participants) Regulations, 1996, Rules and Regulations of Securities and Exchange Board of India (SEBI), Circulars/Notifications/Guidelines issued there under, Bye Laws and Business Rules/Operating Instructions issued by the Depositories and relevant notifications of Government Authorities as may be in force from time to time.
- 2. The DP shall open/activate demat account of a beneficial owner in the depository system only after receipt of complete Account opening form, KYC and supporting documents as specified by SEBI from time to time.

### **Beneficial Owner information**

- 3 The DP shall maintain all the details of the beneficial owner(s) as mentioned in the account opening form, supporting documents submitted by them and/or any other information pertaining to the beneficial owner confidentially and shall not disclose the same to any person except as required by any statutory, legal or regulatory authority in this regard.
- 4. The Beneficial Owner shall immediately notify the DP in writing, if there is any change in details provided in the account opening form as submitted to the DP at the time of opening the demat account or furnished to the DP from time to time.

### Fees/Charges/Tariff

- 5. The Beneficial Owner shall pay such charges to the DP for the purpose of holding and transfer of securities in dematerialized form and for availing depository services as may be agreed to from time to time between the DP and the Beneficial Owner as set out in the Tariff Sheet provided by the DP. It may be informed to the Beneficial Owner that "no charges are payable for opening of demat accounts-
- 6. In case of Basic Services Demat Accounts, the DP shall adhere to the charge structure as laid down under the relevant SEBI and/or Depository circulars / directions / notifications issued from time to time.
- 7. The DP shall not increase any charges/tariff agreed upon unless it has given a notice in writing of not less than thirty days to the Beneficial Owner regarding the same.

### Dematerialization

8. The Beneficial Owner shall have the right to get the securities, which have been admitted on the Depositories, dematerialized in the form and manner laid down under the Bye Laws, Business Rules and Operating Instructions of the depositories.

### Separate Accounts

- 9. The DP shall open separate accounts in the name of each of the beneficial owners and securities of each beneficial owner shall be segregated and shall not be mixed up with the securities of other beneficial owners and/or DP's own securities held in dematerialized form.
- 10. The DP shall not facilitate the Beneficial Owner to create or permit any pledge and lor hypothecation or any other interest or encumbrance over all or any of such securities submitted for dematerialization and/or held in demat account except in the form and manner prescribed in the Depositories Act, 1996, SEBI (Depositories and Participants) Regulations, 1996 and Bye-Laws/Operating Instructions/Business Rules of the Depositories.

### **Transfer of Securities**

- 11. The DP shall effect transfer to and from the demat accounts of the Beneficial Owner only on the basis of an order, instruction, direction or mandate duly authorized by the Beneficial Owner and the DP shall maintain the original documents and the audit trail of such authorizations.
- 12. The Beneficial Owner reserves the right to give standing instructions with regard to the crediting of securities in his demat account and the DP shall act according to such instructions.

### Statement of account

- The DP shall provide statements of accounts tt> the beneficial owner in such form and manner and at such time as agreed with the Beneficial Owner and as specified by SEBI/depository in this regard.
- 14. However, if there is no transaction in the demat account, or if the balance has become Nil during the year, the DP shall send one physical statement of holding annually to such Bos and shall resume sending the transaction statement as and when there is a transaction in the account.
- 15. The DP may provide the services of issuing the statement of demat accounts in an electronic mode if the Beneficial Owner so desires. The DP will furnish to the Beneficial Owner the statement of demat accounts under its digital signature, as governed under the Information Technology Act, 2000. However if the DP does not have the facility of providing the statement of demat account in the electronic mode, then the Participant shall be obliged to forward the statement of demat accounts in physical form.
- 16. In case of Basic Services Demat Accounts, the DP shall send the transaction statements as mandated by SEBI and/or Depository from time to time.

### Manner of Closure of Demat account

17. The DP shall have the right to close the demat account of the Beneficial Owner, for any reasons whatsoever,

provided the DP has given a notice in writing of not less than thirty days to the Beneficial Owner as well as to the Depository. Similarly, the Beneficial Owner shall have the right to close his/her demat account held with the DP provided no charges are payable by him/her to the DP. In such an event, the Beneficial Owner shall specify whether the balances in their demat account should be transferred to another demat account of the Beneficial Owner held with another DP or to rematerialize the security balances held.

18. Based on the instructions of the Beneficial Owner, the DP shall initiate the procedure for transferring such security balances or rematerialize such security balances within a period of thirty days as per procedure specified from time to time by the depository. Provided further, closure of demat account shall not affect the rights, liabilities and obligations of either the Beneficial Owner or the DP and shall continue to bind the parties to their satisfactory completion.

### Default in payment of charges

- 19. In event of Beneficial Owner committing a default in the payment of any amount provided in Clause 5 & 6 within a period of thirty days from the date of demand, without prejudice to the right of the DP to close the demat account of the Beneficial Owner, the DP may charge interest at a rate as specified by the Depository form time to time for the period of such default.
- 20. In case the Beneficial Owner has failed to make the payment of any of the amounts as provided in Clause 5&6 specified above, the DP after giving two days notice to the Beneficial Owner shall have the right to stop processing of instructions of the Beneficial Owner till such time he makes the payment along with interest, if any.

### Liability of the Depository

- 21. As per Section 16 of Depositories Act, 1996,
  - Without prejudice to the provisions of any other law for the time being in force, any loss caused to the beneficial owner due to the negligence of the depository or the participant, the depository shall indemnify such beneficial owner.
  - 2. Where the loss due to the negligence of the participant under Clause (1) above, is indemnified by the depository, the depository shall have the right to recover the same from such participant.

### Freez.ingl Defreezing of accounts

- 22. The Beneficial Owner may exercise the right to freeze/defreeze his/her demat account maintained with the DP in accordance with the procedure and subject to the restrictions laid down under the Bye Laws and Business Rules/Operating Instructions.
- 23. The DP or the Depository shall have the right to freeze/defreeze the accounts of the Beneficial Owners on

receipt of instructions received from any regulator or court or any statutory authority.

### Redressal of Investor grievance

24. The DP shall redress all grievances of the Beneficial Owner against the DP within a period of thirty days from the date of receipt of the complaint.

### Authorized representative

25. If the Beneficial Owner is a body corporate or a legal entity, it shall, along with the account opening form, furnish to the DP, 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.

### Law and Jurisdiction

26. In addition to the specific rights set out in this document, the DP and the Beneficial owner shall be entitled to exercise any other rights which the DP or the Beneficial Owner may have under the RUles, Bye Laws and RegUlations of the respective epository in which the demat account is opened and circulars/notices issued there under or Rules and

### Regulations of SEBI.

- 27. The provisions of this document shall always be subject to Government notification, any rules, regulations, guidelines and circulars/ notices issued by SEBI and Rules, RegUlations and Bye-laws of the relevant Depository, where the Beneficial Owner maintains his/ her account; that may be in force from time to time.
- 28. The Beneficial Owner and the DP shall abide by the arbitration and conciliation procedure prescribed under the Bye-laws of the depository and that such procedure shall be applicable to any disputes between the DP and the Beneficial Owner.
- 29. Words and expressions which are used in this document but which are not defined herein shall unless the context otherwise requires, have the same meanings as assigned thereto in the Rules, Bye-laws and Regulations and circulars/notices issued there under by the depository and /or SEBI
- 30. Any changes in the rights and obligations which are specified by SEBI/Depositories shall also be brought to the notice of the clients at once.
- 31. 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 Depository, where the Beneficial Owner maintains his/her account, such changes shall be deemed to have been incorporated herein in modification of the rights and obligations of the parties mentioned in this document.







SMS Alerts will be sent by CDSL to BOs for all debits and for all credits as well.

# **Definitions:**

In these Terms and conditions the terms shall have following meaning unless indicated otherwise:

- A. "Depository" means central Depository Services (India) Limited a company incorporated in India under the Companies Act 1956 and having its registered office at 17th Floor, P. J. Towers, Dalal Steet, Fort, Mumbai 400001 and all its branch offices and includes its successors and assigns.
- B. 'DP' means Depository Participant of CDSL. The terms covers all types of DPs who are allowed to open demat accounts for invertors.
- C. 'BO' means an entity that has opened a demat account with the depository. The terms covers all types of demat accounts, which can be opened with a depository as specified by the depository from time to time.
- D. SMS means "Short Messaging Servicing"
- E. "Alerts" means a customized SMS sent to the BO over the said mobile phone number.
- F. "Service Provider" means a cellular service provider(s) with whom the depository has entered / will be entering into an arrangement for providing the SMS alerts to t h e BO.
- G. "Service" means the service of providing SMS alerts to the BO on best efforts basis as per these terms and conditions.

# Availability:

- A. The service will be provided to the BO at his / her request and at the discretion of the depository. The service will be available to those account holders who have provided their mobile numbers to the depository through their DP. The services may be discontinued for a specific period / indefinite period, with or without issuing any prior notice for the purpose of security reasons or system maintenance or for such other reasons as may be warranted. The depository may also discontinued the service at any time without giving prior notice for any reason whatsoever.
- B. The service is currently available to the BOs who are residing in India.
- C. The alerts will be provided to the BOs only if they remain within the range of the service provider's service area or within the range forming part of the roaming network of the service provider.
- D. In case of joint accounts and non-indiviual accounts the service will be available, only to one mobile number i.e. to the mobile number as submitted at the time of registration / modification.
- E. The BO is responsible for promptly intimating to the depository in the prescribed manner any change in mobile number, or loss of handset, on which the BO wants to receive the alerts from the depository. In case of change in mobile number not intimated to the depository, the SMS alerts will continue to be sent to the last registered mobile phone number. The BO agrees to indemnify the depository for any loss or damage suffered by it on account of SMS alerts sent on such mobile number.

# **Receiving Alerts:**

- A. The depository shall send the alerts to the mobile phone number provided by the BO while registering for the service or to any such number replaced and informed by the BO from time to time. Upon such registration / change, the depository shall make every effort to update the change in mobile number within a reasonable period of time. The depository shall not be responsible for any event of delay or loss of message in this regard.
- B. The BO acknowledges that he alerts will be received only if the mobile phone is in 'ON' and in a mode to receive the SMS. If the mobile phone is in 'off" mode i.e. unable to receive the alerts then the BO may not get / get after delay any alerts sent during such period.
- C. The BO also acknowledges that the readability, accuracy and timeliness of providing the service depend on many factors including the infrastructure, connectivity of the service provider. The depository shall no be responsible for any non-delivery, delayed delivery or distortion of the alert in any way whatsoever.
- D. The BO further acknowledges that the service provided to him is an additional facility provided for his convenience and is susceptible to error, omission and / or inaccuracy. In case the BO observes any error in the information provided in the alerts. The BO shall inform the depository and / or the DP immediately in writing and the depository will make best possible efforts to rectify the error as early as possible. The BO shall not hold the depository liable for any loss, damages, etc. that may be incurred / suffered by the BO on account of opting to avail SMS alerts facility.
- E. The BO authorizes the depository to send any message such as promotional, greeting or any other message that the depository may consider appropriate, to the BO. The BO agrees to an ongoing confirmation for use of name, email address and mobile number for marketing offers between CDSL and any other entity.
- F. The BO agrees to inform the depository and DP in writing of any authorized debit to his BO account / unauthorized transfer of securities from his BO account, immediately, which may come to his knowledge on receiving SMS alerts. The BO may send an email to CDSL at complaint s @ c d s li n d I a.com. The BO is advised not to inform the service provider about any such unauthorized debit to / transfer of securities from his BO account by sending a SMS back to the service provider as there is no reverse communication between the service provider and the depository.
- G. The information sent as an alert on the mobile phone number shall be deemed to have received by the BO and the depository shall not be under any obligation to confirm the authenticity of the person (S) receiving the alert.
- H. The depository will make best efforts to provide the service. The BO cannot hold the depository liable for non-availability of the service in any manner whatsoever.
- I. If the BO finds that the information such as mobile number etc., has been changed with out proper authorization, the BO should immediately inform the DP in writing.







# Fees:

Depository reserves the right to charge such fees from time to time as it deems fit for providing this service to the BO.

# **Disclaimer:**

The depository shall make reasonable efforts that the BO's personal information is kept confidentiality. The depository does not warranty the confidentiality or security of the SMS alerts transmitted through a service provider. Further, the depository makes no warranty or representation of any kind in relation to the system and the network or their function or their performance or for any loss or damage whenever and however suffered or incurred by the BO or by any person resulting from or in connection with availing of SMS alerts facility. The Depository gives no warranty with respect to the quality of the service provided by the service provider. The Depository will not be liable for any unauthorized use or access to the information and / or SMS alert on the mobile phone number of the BO or for fraudulent, duplicate or erroneous use / misuse of such information by any third person.

# Liability and Indemnity:

The Depository shall not be liable for any breach of confidentiality by the service provider or by any third person due to unauthorized access to the information meant for the BO. In consideration of the depository providing the service, the BO agrees to indemnify and keep safe , harmless and indemnified the depository and its officials from any damages, claims, demands, proceedings, loss, cost, charges and expenses whatsoever which a depository may at any time incur, sustain, suffer or be put to as a consequence of or arising out of interference with or misuse, improper or fraudulent use of the service by the BO.

### Amendments:

The depository may amend the terms and conditions at any time with or without giving any prior notice to the BOs. Any such amendments shall be binding on the BOs who are already registered as user of this service.

## Governing Law and Jurisdiction:

Providing the Service as outlined above shall be governed by the laws of India and will be subject to the exclusive jurisdiction of the courts in Mumbai.

I/We wish to avail the SMS Alerts facility provided by the depository on my/our mobile number provided in the registration from subject to the terms and conditions mentioned below. I/We consent to CDSL providing to the service provider such information pertaining to account/transatcions in my/our account is necessary for the purposes of generating SMS Alerts by service provider, to be sent to the said mobile number.

I/We have read and understood the terms and conditions mentioned above and agree to abide by them and any amendments thereto made by the depository from time to time. I/We further undertake to pay fee/charges as may be levied by the depository from time to time.

I/We further understand that the SMS alerts would be sent for a maximum four ISINs at a time. If more than four debits take place, the BOs would be required to take up the matter with their DP.

I/We am/are aware that mere acceptance of the registration form does not imply in any way that the request has been accepted by the depository for providing the service.

I/We provide the following information for the purpose of **REGISTRATION / MODIFICATION** (Please cancel out what is not applicable).

BOID	1	2	0	3	4	1	0	0											
										(F	lease	write yo	our 8 d	igit Clie	ent ID)				
Sole / First Ho	lder's	Name	:																 
Second Holde	r's Na	me	:																 
Third Holder's	Name	Э	: .																 
Mobile Numbe messages are			:	+91 (Please	write c	only the	mobile	e numb	er witho	ut prefi	xing co	ountry o	ode or	zero)					
The mobile nu	umber	r is reę	gistere	ed in tl	ne nar	ne of	:												 
Email ID																			
			(Pl	ease v	vrite or	nly ON	IE vali	id ema	ail ID oi	n whic	h com	munio	cation	; if an	y, is to	be se	nt)		
Signature	<b>S</b> 24	137						<b>S2</b> 6/1	0							<b>53</b> 6/10			
orgnataro		S	ole / F	irst Ho	lder				S	econd	I Hold	er					Third	Holder	 

Date D D M M Y Y Y Y

Τo,

### SSJ Finance and Securities Private Limited

1st Floor, merchant Chamber, Opp. Patkar Hall, 41, New Marine Lines, Mumbai - 400 020 Tel: +91 22 4300 8800 Fax: +91 22 4300 8899 Email: dp@ssjfinance.com **DP Id 31400** 

DP ID					Client ID				
First Holder Name									
Second Holder Name									
Third Holder Name									

Dear Sir / Madam,

I / We hereby state that:

[Please sign & select any one of the options given below]

### OPTION 1 :

I / We require you to issue Delivery Instruction Slip (DIS) booklet to me / us immediately on opening my / our CDSL account though I / we have issued a Power of Attorney (POA) / executed PMS agreement in favour of / with \_\_\_\_\_\_ (name of the attorney / Clearing Member / PMS manager) for executing delivery instructions for setting stock exchange trades [settlement related transactions] effected through such Clearing Member / by PMS manager.

### Yours faithfully

	First/Sole Holder	Second Joint Holder	Third Joint Holder
Name			
Signatures	<b>S</b> 25/37	<b>S2</b> 7/10	<b>63</b> 7/10

OR

### OPTION 2:

I/We do not require the Delivery Instruction Slip (DIS) for the time being, since I/We have issued a POA / executed PMS agreement in favour of / with \_\_\_\_\_\_\_ (name of the attorney / Clearing Member / PMS manager) for executing delivery instructions for setting stock exchange trades [settlement related transactions] effected through such Clearing Member / by PMS manager. However, the Delivery Instruction Slip (DIS) booklet should be issued to me / us immediately on my / our request at any later date.

Yours faithfully

	First/Sole Holder	Second Joint Holder	Third Joint Holder
Name			
Signatures	<b>S</b> 25/37	<b>S2</b> 7/10	<b>53</b> 7/10

\_\_\_\_\_

# Acknowledgement Receipt

Received OPTION FORM FOR ISSUE / NON ISSUE OF DIS BOOKLET FORM

DP ID					Client ID				
First Holder Name									
Second Holder Name									
Third Holder Name									

# CHARGES FOR DEPOSITORY SERVICES

### Select the Scheme

Particulars	IPO Seasonal Trader Scheme	Investor Sc	hemes	HNI / Trader	Schemes
Faiticulars	Zero AMC Plan	Rs. 250 AMC Plan	One Time AMC - Rs. 1250/-	Rs. 600 AMC Plan	One Time AMC - Rs. 4500/-
Scheme Code	S0001	S0002	S0003	S0004	S0005
Demat AMC Charges	Nil	Rs.250/-	Rs.1250/- (For 10 Years)	Rs.600/-	Rs.4500/- (For 10 Years)
Purchase Transactions [Credit Transactions]	Nil	Nil	Nil	Nil	Nil
Sales through SSJ [Debit Transactions]	Rs.25 / Scrip	Rs.10 / Scrip	Rs.10 / Scrip	Rs.10 / Scrip	Rs.10 / Scrip
Sales not through SSJ / Off-Market Transfers [Debit Transactions]	Rs.25 / Scrip	Rs.18 / Scrip	Rs.18 / Scrip	Rs.18 / Scrip	Rs.18 / Scrip
Put <b>o</b> n your Selected Scheme:					

### **Special Note:**

- 1. For HNI / Trader Schemes (Scheme Codes S0004 & S0005), there will be no transaction charges for pay-in done through SSJ Finance Margin account (withhold account).
- 2. Under Zero AMC Pan, statement and other documents will be sent via e-mail only.

### Other Charges:

- 1. In case of a Corporate Account, CDSL AMC will be charged as per Scheme: CO-S0002 AMC Rs. 750/- and Scheme: CO-S0004 AMC Rs. 1100/- and the rest of the charges will remain the same as per the above schemes.
- 2. For Dematerialization, Rs.2/- per certificate plus Rs.35/- per request will be charged. Rs.20/- for postage shall be charge additionally.
- 3. In case of Rematerialization, Rs.25/- per request plus Rs.20/- for postage shall be levied.
- 4. In case of any Pledge Creation, Rs.25/- will be charged per pledge and unpledge transaction.

### Note:

- 1. Cheque for AMC scheme chosen above will need to be enclosed along with application form.
- 2. Service tax, Education cess and other statutory levies (if any) will be charged extra whenever applicable as per the prevailing rate.
- 3. Fees schedule are based on the existing CDSL / NSDL charges and may be changed at our discretion and will be informed before 15 days of implementation.
- 4. Interest upto 1.5% per month may be levied for non-payment of bill.

I / We hereby authorise you to debit and / or withdraw the money from my / our trading account opened with you to pay my / our dues for the Depository account. I/We hereby consent to keep Rs. 1000/- as interest free deposit in my/our ledger towards meeting of my/our depository related charges.



Name:

Sole / First Holder

S2 8/10	
8/10	

Second Holder



Third Holder Name:

Name:

# CLIENT PROFILE / FINANCIAL / PMLA DETAILS

# To the Client:

Please answer the questions below to help us know and serve you better (select multiple options, where applicable):

Question	Answer					
1. How frequently do you track your stocks?	Many times a day Once in a day Weekly Monthly					
2. What is your current portfolio size?	□       Below 5 lacs       □       5-15 lacs       □       15-25 lacs         □       25-50 lacs       □       50 lacs & above       50 lacs & bove					
3. What kind of research interests you the most?	<ul> <li>Investment strategy and Investment idea</li> <li>Daily market view and day trading calls</li> </ul>					
4. What is your source of stock market information?	TV channels News Paper Friend/Relative Broker Others (Specify)					
E What is your market ( stack proference?	Market Preferences Stock Preferences					
5. What is your market / stock preference?	Speculator       High risk return         Regular investor       Bluechip         Occasional Investment       Stocks valued less than Rs. 10         Trader       Stocks recommended by SSJ Finance research         Stocks recommended by other research houses					
6. Annual Income (Last 3 years from the date of the	e opening of this account)					
1st Year:						
Up to Rs. 1 lac Rs. 1 lac to R	ls. 2 lacs Rs. 2 lacs to Rs. 5 lacs Rs. 5 lacs to Rs. 10 lacs					
Rs. 10 lacs to Rs. 25 lacs Rs. 25 lacs to						
2nd Year:						
upto Rs. 1 lac Rs. 1 lac to R	Rs. 2 lacs to Rs. 5 lacs Rs. 5 lacs Rs. 5 lacs to Rs. 10 lacs					
Rs. 10 lacs to Rs. 25 lacs Rs. 25 lacs	0 lacs Rs. 50 lacs to Rs. 1 crore Rs. 1 crore and above					
3rd Year:						
upto Rs. 1 lac Rs. 1 lac to R	Rs. 2 lacs to Rs. 5 lacs Rs. 5 lacs Rs. 5 lacs to Rs. 10 lacs					
Rs. 10 lacs to Rs. 25 lacs Rs. 25 lacs	0 lacs Rs. 50 lacs to Rs. 1 crore Rs. 1 crore and above					
7. Networth Details (as on the date of account open	ning)					
upto Rs. 1 lac Rs. 1 lac to R	Is. 2 lacs Rs. 2 lacs to Rs. 5 lacs Rs. 5 lacs to Rs. 10 lacs					
Rs. 10 lacs t.o Rs. 25 lacs Rs. 25 lacs	0 lacs Rs. 50 lacs to Rs. 1 crore Rs. 1 crore and above					
8. Please tick mark the additional applicable category	r to you					
□ Non resident client	Politician or their family member or close relative					
<ul> <li>High net-worth client (having annual income + net worth than Rs. 1 crore)</li> </ul>	h of more Current or Former Head of State or of Governments or their family member or close relative					
□ Trust, Charities NGOs and organizations receiving don	nations, Senior government/judicial/ military officers or their family					
Company having close family shareholdings or b ownership	beneficial member or close relative Senior executives of state-owned corporations or their family					
☐ Civil Servant or family member or close relative of civil s	member or close relative					
<ul> <li>Bureaucrat or family member or close relative of bureau</li> </ul>						
<ul> <li>Current or Former MP or MLA or MLC or their family me close relative</li> </ul>	$\Box$ None of the above					
<ul> <li>9. Do you intend to invest in the stock market with: Own Funds Borrowed Funds</li> <li>If borrowed funds, then please specify Source of funds &amp; Amount :</li> </ul>						
	S 27/37					

BROKERAGE TABLE (SUBJECT TO CHANGE)							
	1st L	.eg	2nd Leg (Same Day)				
Brokerage	% age	Min	% age	Min			
Delivery			NA	NA			
Trading							
Derivatives							
Options							
Currency							

Note:

- 1. Minimum brokerage If the client is unable to generate a brokerage of Rs.25/- in single contract note for a given segment on a single day, client will be levied differential brokerage up to Rs.25/- or 2.5% of turnover, whichever is lower.
- 2. The Member shall charge in addition to the brokerage mentioned herein above, other charges like Stamp Duty, Securities Transaction Tax, Service Tax, Turnover Charges, Clearing Charges etc. as may be applicable from time to time.
- 3. The Member shall charge account opening charges for Rs. 150 plus applicable taxes.
- 4. I/We hereby consent to keep Rs. 1000/- in my/our ledger as deposit.

	<b>S</b> 28/37																						
(Signature) : _	28131							 	 														
Client Name																							
Client Code																							
Branch Code				]																			
Introducer's Nar	me		F		R	S	Т			M		D	D	L	E			L	Α	S	Т		
Employee / Clie	nt / Intr	oduc	er Co	ode																			

# FOR OFFICE USE ONLY

UCC Code allotted to the Client : \_\_\_

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

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

(Originals Verified) True copies of document received

(Self Attested) Self Certified document copies received

# NON MANDATORY DOCUMENTS

Documents beyond this section incorporate additional terms and conditions for the purpose of mutual convenience and smooth conduct of business relations as well as documents for registration for additional services by CLIENT.

CLIENT is required to note that the documents beyond this section are not mandatory as per the Stock Exchange (BSE, NSE, MCX-SX) / SEBI requirements but are binding on the CLIENT if they want to avail the services of SSJ Finance (the MEMBER). The CLIENT may revoke any or all of the clauses/sections of the non-mandatory documents by communication in writing or by striking out the relevant clauses/ sections and in such an event the MEMBER reserves a right to terminate some or all the services permitted to the CLIENT.

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

I/We, an individual/a partnership firm/a HUF/a body corporate or any other legal entity registered/ incorporated under the provisions of a relevant act, whose particulars are given hereunder at the execution page hereafter referred to as "CLIENT" which expression shall, unless it be repugnant to the meaning or context thereof, be deemed to mean and include my/our heirs, executors, administrators, permitted assigns, the partners of the firm and the survivors of them and the heirs, executors and administrators of the partners, successors in title, trustees of a Trust and their successors, member of the governing body and any new members elected appointed or co-opted as the case may be of a society, having residence/office in the account opening form, as updated from time to time, (residence address for individuals, office address for partnership and HUF and registered office for companies, trusts and societies), agree to the following terms & conditions :

CLIENT is required to note that the below mentioned clauses are not mandatory as per the Stock Exchange (BSE, NSE, MCX-SX) / SEBI requirements but are binding on the CLIENT if they want to avail the services of SSJ Finance (the MEMBER). The CLIENT may revoke any or all of 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. CLIENT is further required to note that these Terms & Conditions are forming part of Right and Obligation document as prescribed by SEBI/Exchanges.

# 1. Acting as a Sub-Broker

1.1 The CLIENT agrees that it will not act as a Sub-Broker without prior written permission of the MEMBER and without obtaining the registration certificate from SEBI.

# 2. Bank & Depository Accounts

2.1 To facilitate easy and timely transfer of funds, to and from the CLIENT, the CLIENT agrees that the MEMBER may require the CLIENT to open a savings / current bank account with a bank specified by the MEMBER.

2.2 To facilitate easy and timely transfer of securities and to meet the margin requirements of the MEMBER, the CLIENT agrees to maintain its Beneficial Owner's account with the MEMBER, being Depository Participant bearing SEBI Registration No. IN-DP-CDSL-98-2000.

# 3. Investment Advice

3.1 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.

3.2 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.

3.3 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.

3.4 The CLIENT assumes full responsibility with respect to its investment decisions and transactions.

3.5 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.

## 4. Purchase/sale of shares/securities

4.1 CLIENT will not sell any securities until it has confirmed clear balances of holding of the same in its 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 its Demat account, CLIENT hereby confirms that it will be fully responsible in the event of any auctions happening of its 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.

# 5. Non-execution of orders / Cancellation of trades

5.1 The CLIENT hereby agrees that the MEMBER or the Exchanges shall not be liable for non-execution of any order caused due to suspension or interruption of trading, net work congestions, software glitches, power or equipment failure, non-availability or malfunctioning of the online as well as offline trading services, or the exchange system or services for any reasons whatsoever. Bids or offers may be executed in full or in part or may not be executed at all depending on availability of counter party orders with matching price and/or quantity. The Exchange may cancel / freeze a trade suo-motu without giving any reason thereof.

5.2 In the event of trade cancellation or non-execution of orders due to such events or vulnerabilities, MEMBER shall be entitled to cancel relative contract(s) with the CLIENT. At such times, 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 or any other reason, which may or may not be beyond the control of the MEMBER.

5.3 Trade orders requested by the CLIENT off line in dial and trade mode shall be acted upon by the MEMBER on best effort basis so however that the MEMBER shall not be liable for non-execution of any such orders for any reasons beyond its control.

# 6. CLIENT to retain copy

6.1 A copy of this agreement and KYC form is being provided to the CLIENT at the time of execution of this agreement and the CLIENT acknowledges the receipt of the same. Further, in case the CLIENT misplaces the copy provided to it, it can make a written request for additional copy at its cost.



# 7. Payout of securities / funds

7.1 In order to facilitate operations, the CLIENT authorizes the MEMBER to maintain a running account with the MEMBER, instead of settlement to settlement clearance of funds/securities due to CLIENT. The payout of funds/securities may be retained by the MEMBER in the running account and no interest shall be payable by the MEMBER on such securities/funds so retained. The CLIENT authorizes the MEMBER to transfer the securities so retained by the MEMBER in any settlement or inter-settlement towards the pay-in obligation of the CLIENT against future sale. The CLIENT also authorizes the MEMBER, to consider at its sole discretion, the funds/securities so retained by the MEMBER towards collateral margin and for allowing enhanced gross exposure to the CLIENT in all segments/Exchanges in which the CLIENT has registered itself with the MEMBER. The CLIENT agrees that the MEMBER shall not be liable for any claim for loss or for profit, or for any consequential, incidental, special or exemplary damages, or otherwise, caused by retention of such securities/funds under this agreement. On written request of the CLIENT, the MEMBER may release funds / securities to it, if sufficient margins in respect of its trading, across the Stock Exchange(s) and across the segments of the Stock Exchange(s) are available with the MEMBER. The CLIENT also agrees that the MEMBER may retain and/or sell securities or adjust funds to the extent of debit balance in the account of the CLIENT in any of the segments of any Stock Exchange(s) and release the balance securities/funds remaining after such retention/sale/adjustment.

# 8. Authorisation for inter-segment fund balance transfer and stock transfers

8.1 The CLIENT hereby authorises MEMBER to maintain books of accounts on combined ledger principle i.e. to say collectively for all segment of all exchanges and any other segment or service for which the CLIENT has an arrangement to deal through / with MEMBER. However, MEMBER shall be within its right to demand sums due separately for any specific segment and / or exchange if it so deems fit in its absolute discretion. It shall be the sole responsibility of the CLIENT to ascertain the balance of securities &/or funds in all the accounts separately and the CLIENT shall be required to pay/make available necessary monies/funds and/or securities into any one or more such segregated/aggregated account(s) notwithstanding the fact than an aggregation of the accounts may not require from the CLIENT either any securities and /or monies/funds and the CLIENT hereby agrees not to hold MEMBER responsible for considering shortage of margin/security &/or shortage of pay in obligations in any account, without aggregating/summing such account with other accounts.

# 9. Payment through cheque

9.1 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)

# 10. Mark to market margin in Derivatives

10.1 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.

# 11. Margin in form of securities

11.1 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.

11.2 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.

# 12. Margin with Exchange / Banks / Institutions

12.1 CLIENT agrees that the MEMBER shall be entitled to further pledge and/or deposit shares; stocks (securities) of the CLIENT which may be available to the MEMBER interalia on account of the same having been deposited by CLIENT as collateral; margin and/or lying with the MEMBER on account of maintenance of running account for the CLIENT. Such pledge/deposit may be made by the MEMBER from time to time with any stock exchange; commodity exchange; clearing corporation; clearing house; banks or such other institutions/person in its absolute discretion and the MEMBER may raise funds; obtain bank guarantees; fixed deposit receipts against such stocks, shares (securities) from time to time.

# 13. Order / Trade slips/ Contract notes

13.1 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

13.2 Contract notes and other documents accepted by CLIENT or its 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 authorises 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

13.3 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 authorises 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

# 14. Indemnification

14.1 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.

# 15. DP charges and exchange of information

15.1 CLIENT agrees that whatever charges that may be charged / debited by DP services towards its demat account can be debited / charged in CLIENT's 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 as well as share such information with concerned Bank or similar institution for smooth conduct of the business.

### 16. Other expenses and charges

16.1 CLIENT further authorizes the MEMBER to directly debit its account with any charges incurred or defined by MEMBER including but not limited to depository or bank charges, SMS charges, client registration charges, courier charges, penalties and fines, delayed payment charges etc. including those incidental to the margin accounts maintained by CLIENT, legal expenses incurred by the MEMBER for collecting unpaid dues of the CLIENT, account maintenance charges where brokerage generated falls below the minimum prescribed from time to time.

### 17. Trade and / or other SMS

17.1 The CLIENT hereby agrees to accept its trade summary/confirmation or other communication including research/trading call via SMS on its 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.

### 18. Tape recording of conversation

18.1 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.

### 19. Electronic transmission of information / documents

19.1 The CLIENT agrees that MEMBER may transmit to the CLIENT any statements or documents including, but not limited to, Margin Statement, Statements of Funds and Securities, margin and maintenance calls and other notices / communications in electronic mode either at the e-mail ID designed for delivery of ECN or to the mobile number of the CLIENT or both and, by so transmitting, MEMBER shall be deemed to have fulfilled its obligation to deliver to the CLIENT such documents.

### 20. Use of Market Data / Information on the Website

20.1 The CLIENT understands that each participating Exchange,

association, agency and the MEMBER asserts proprietary interests in the market data, research work and other materials displayed on the website of the MEMBER and that the CLIENT is authorized to use the said website materials for the CLIENT's own needs and uses only in accordance with the terms and conditions specified for such usage. CLIENT is not authorized to, and shall not, sell or provide access to or make copies of any such materials or permit their use by any other persons in any manner. CLIENT will not delete copyright or other intellectual property rights notices from printouts of electronically accessed materials. 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, it shall do so at its own risk and cost.

20.2 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 does so, it does so at its own risk and cost.

### 21. Electronic Payment Gateway for Net Banking Services

21.1 The MEMBER may provide on its internet trading website, access to Electronic Payment Gateways provided by various banks for facilitating transfer of funds from CLIENT's bank account to the account of the MEMBER (for further credit to CLIENT's account with the MEMBER). CLIENT understands that the MEMBER is only providing access to the electronic fund transfer facility provided by the banker of the CLIENT through the MEMBER's website by means of an interface and is not liable or responsible for the proper functioning or otherwise of the Gateway or for any transaction errors, losses, malfunctioning or hacking of the system by unscrupulous elements, frauds, and/or any incidental or consequential claims arising thereabout. CLIENT undertakes not to make the MEMBER a party to any litigation, claim, dispute, difference or complaint that the CLIENT may initiate in respect of, arising out of or in connection with any transactions on the Gateway and agrees that the MEMBER's liability shall at all times be limited to the amount actually received in its account by electronic transfer from CLIENT's account with the Bank.

**22.** The instructions issued by an authorized representative of the CLIENT shall be binding on the CLIENT in accordance with the letter authorizing the said representative to deal on behalf of the CLIENT.

**23.** In the event of death or insolvency of the CLIENT or its otherwise becoming incapable of receiving and paying for or delivering or transferring securities which the CLIENT has ordered to be bought or sold, MEMBER may close out the transaction of the CLIENT and the CLIENT or its legal representative shall be liable for any losses, costs and be entitled to any surplus which may result there from.

**24.** 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.

**25.** The Exchange may cancel a trade suo-moto without giving any reason thereof. In the event of such cancellation, MEMBER shall be entitled to cancel relative contract(s) with CLIENT.

**26.** The MEMBER shall also send the Order/Trade confirmation slip through e-mail to the CLIENT at its request, within the time period as specified by the CLIENT from the time of execution of order/trade on the NEAT/BOLT/MCX-SX trading system, as the case may be. The CLIENT agrees that the information sent by MEMBER by e-mail is deemed to be a valid delivery of such information by the MEMBER.

27. 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 its risk perception. Provided, however, that in the event such excessive orders get executed, the CLIENT shall remain bound by its trades and be liable for the financial and other consequences following from such trades.

### 28. Transactions and Settlements

28.1 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.

28.2 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.

28.3 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 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.

28.4 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.

28.5 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.

28.6 In case of a market order, the CLIENT agrees that it will receive the price at which its 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 its order is entered into the MEMBER's Internet Trading System.

### 29. Margin

29.1 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 Trading / Internet Trading service.

### 30. Cancellation Requests

30.1 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.

30.2 The CLIENT shall not be entitled to presume an order as having been executed or cancelled until a confirmation from the MEMBER is received by the CLIENT.

30.3 The Exchange may annul a trade suo-moto without giving a reason thereof. In the event of such annulment, the MEMBER shall be entitled to cancel the relative contract(s) with the CLIENT.

### 31. Confirmations

31.1 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.

### 32. Representations and Warranties of CLIENT

The CLIENT represents and warrants to the MEMBER that:

All the information provided and statements made in the CLIENT's Internet Trading Account Application are true and correct and are not misleading (whether by reason of 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 Service to the CLIENT on the basis, inter alia, of the statements made in the CLIENT's Internet Trading Account Application.

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 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 Service will be available to the CLIENT at all times without any interruption. The CLIENT agrees that it 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.

The CLIENT has the required legal capacity to, and is authorised to, enter into this Agreement and is capable of performing its obligations and undertakings hereunder.

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.

The CLIENT shall abide by the Exchange Provisions and the terms of the MEMBER's Internet Trading Web-site in force from time to time.

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.

### 33. Representations and Warranties of the MEMBER

S 32/37

33.1 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 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 Service

only after the Exchange has approved the MEMBER's Internet Trading System.

# 34. Notice

34.1 All notices or communications issued by the MEMBER shall be served on the CLIENT in any one or more or all of the following ways at the ordinary business address and / or ordinary place of residence and / or last known address of the CLIENT:

(a) by ordinary post / courier; (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 CLIENT on the last known telephone number, mobile number or on the recording machine of such number or by way of a short message (SMS) to 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 CLIENT is situated; (i) by sending a message through the trading system; (j) by publishing it in the CLIENT's log-in page on the back-office website of the MEMBER (k) by a notice posted on the notice board of the Exchange if no address is known; (l) by electronic mail or fax; (m) by hand delivery.

34.2 Notwithstanding anything stated above, communication relating to orders, margins, maintenance calls and other similar matters in the ordinary course of dealings between the MEMBER and the CLIENT may be made orally.

34.3 Deemed Service: Any communication sent by the MEMBER to the CLIENT shall be deemed to have been 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 ordinary place of residence and / or last known address of the party, in any one or more of the ways mentioned above. The CLIENT shall always be deemed to have notice of all communication posted/published in the log-in page of the back-office website of the MEMBER and it shall be responsibility of the CLIENT to access the website of the MEMBER regularly for all such communication.

# 35. Extraordinary events

35.1 The MEMBER shall not be responsible for any losses, costs or damages resulting directly or indirectly from any action, omission, decision or ruling of any exchange/regulator/government/other body/any other person, suspension of trading OR any war/strike/lockout/natural disaster/act of terrorism/delay in postal services/any other delay/inaccuracy in the transmission of orders/other information, power failure, software malfunction or any breakdown/failure/malfunctioning of any telecommunication or computer system/hardware or any other conditions within or beyond the MEMBER's control.

35.2 The above extraordinary events do not exempt the CLIENT to fulfil the obligations in its account with the MEMBER.

# 36. Statutory Rules and Regulations

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

# 37. Amendment to Terms & Conditions

37.1 The CLIENT understands and agrees that the MEMBER may discontinue its Internet Trading Service in part or in its entirety and change the terms of the Service {including the terms on the MEMBER's Internet Trading Website) at any time and from time to time, without prior notice.

37.2 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.

# 38. Termination

38.1 The Arrangement entered into between the MEMBER and the CLIENT shall stand terminated by mutual consent of the parties by giving at least one month written notice. Such cancellation or termination shall not have any effect on transaction executed before the date of such notice of termination and the parties shall enjoy the same rights and shall have same obligations in respect of such transactions or which may arise out of or in connection with acts done or omitted prior to the termination.

38.2 **CLIENT / MEMBER** shall not assign or transfer all or any of its rights or obligations hereunder without the prior consent of the other party.

38.3 The provisions of Clauses 34, 41 and 42 of this Agreement shall survive the termination of this Agreement.

# 39. Severability

39.1 In the event of any of the terms & conditions being held to be or becoming invalid, unenforceable or illegal for any reason, the terms & conditions 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.

# 40. Waiver

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

# 41. Dispute Resolution

41.1 Any claim, dispute, difference arising between the Parties hereto in respect of the terms & conditions or any contract, trades, dealings, or transactions pursuant hereto or any rights, obligations, terms or conditions as contained in the terms & conditions or the interpretation or construction of the terms & conditions 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.

41.2 The Member and the CLIENT are aware of the provisions of Bye-Laws, Rules and regulations of the Exchange relating to resolution of disputes/differences through the mechanism of arbitration provided by the Exchange and agree to abide by the said provisions.

# 42. Law and Jurisdiction

42.1 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 there under and as amended from time to time.

42.2 The terms & conditions 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 44, the courts at Mumbai, India shall have exclusive jurisdiction over this Agreement and the arbitration proceedings in relation to the Agreement.

# **POWER OF ATTORNEY / AGREEMENT**

I/We, an individual/a sole proprietary concern/a partnership firm/a HUF/a body corporate or any other legal entity registered/ incorporated under the provisions of a relevant act, whose particulars are given hereunder at the execution page hereafter referred to as "the Donor" which expression shall, unless it be repugnant to the meaning or context thereof, be deemed to mean and include my/our heirs, executors, administrators, permitted assigns, the partners of the firm and the survivors of them and the heirs, executors and administrators of the partners, successors in title, trustees of a Trust and their successors, member of the governing body and any new members elected appointed or co-opted as the case may be of a society, having residence/office at the place mentioned at the execution page (residence address for individuals, office address for proprietorship and partnership and HUF and registered office for companies, trusts and societies), do send greetings:

# Whereas:

- A. The Donor is registered / is registering / desires to register as a client with SSJ Finance & Securities Pvt. Limited (hereinafter referred to as "the Donee"), a company incorporated under the Companies Act, 1956 and having its registered office at 1st Floor, Surya Mahal, 5, Burjorji Bharucha Marg, Fort, Mumbai 400 001; and
- B. The Donor wants that Donee should consider the funds / securities in the demat account / bank account (details of which are given on the execution page) of Donor as margin / collateral / security for dealings of Donor done / to be done / expected to be done through / with the Donee; and
- C. The Donor wants the Donee to transfer/pledge securities / funds to the Donee's demat Beneficiary account / Donee's bank account for creating / maintaining collateral / security / margin; and
- D. The Donor wants the Donee to make pay in and payout of securities and funds (including pay in / payout due to exercise of rights by the Donee over funds/securities considered as margin / collateral / security) to stock exchange / clearing corporations / clearing house etc. as may be required from time to time; and
- E. The Donor wants to make investments in Mutual Funds, Public Issues (shares as well as debentures), rights, offer of shares, tendering shares in open offers, buybacks etc. and wants the Donee to give effect to desires/ requirements of the Donor to sign any documents and / or do any and all act(s) as may be required for these purposes from time to time; and

**NOW KNOW YE ALL AND THESE PRESENTS WITNESSETH** that I / we, the Donor, do hereby nominate constitute and appoint the said SSJ Finance & Securities Pvt. Limited as my / our true and lawful Attorney for me / us and in my / our name and on my / our behalf and at my / our cost and expense to do and / or cause to be done the acts, deeds or things for the purposes as under:

# 1. Securities

- a. Transfer of securities held in the beneficial owner account(s) (details of which are given on the execution page) of the Donor towards stock exchange related margin / delivery obligations arising out of trades executed by the Donor on the stock exchange through the Donee.
- b. Pledge and/or Transfer of securities in favour of Donee for the limited purpose of meeting the margin/initial margin requirements of the Donor in connection with the trades executed/executable by the Donor on the stock exchanges through the Donee.
- c. To apply for various products like Mutual Funds, Public Issues (shares as well as debentures), rights issuances, offer of shares, tendering shares in open offers, buybacks etc. pursuant to the instructions (including verbal or electronic instructions) of the Donor.

# 2. Funds

Transfer of funds from the bank account(s) of the Donor (details of which are given on the execution page) to the bank account(s) of Donee for the following:

- a. For meeting the settlement obligations of the Donor / margin requirements of the Donor in connection with the trades executed by the Donor on the stock exchange through the Donee.
- b. For recovering any outstanding amount due from the Donor arising out of Donor's trading activities on the stock exchanges through the Donee.
- c. For meeting obligations arising out of the Donor subscribing to such other products / facilities / services through the Donee like Mutual Funds, Public Issues (shares as well as debentures), rights, offer of shares etc.
- d. Towards monies / fees / charges, etc. due to the Donee / Depository Participant / Bank / Principal payable by virtue of the Donor using / subscribing to any of the facilities / services availed by the Donor at its instance.
- 3. The above authority of the Donee to transfer and/or pledge securities is restricted to the following accounts of the Donee:
  - a. Pool / Principal Accounts of the Donee as intimated to the stock exchanges from time to time.
  - b. Client Margin / Client Beneficiary Accounts of the Donee.
  - c. Accounts of the Stock Exchanges / Clearing House / Clearing Member / Clearing Corporation of the Stock Exchanges.
- 4. The list of the Donee's Bank and Demat accounts where funds and securities can be transferred and / or pledged is annexed to this Power of Attorney and the latest list of which is displayed on the website of the Donee, www.ssjfinance.com. The Donor further authorises the Donee to modify / update the list of its bank and demat accounts mentioned in the Annexure from time to time and such posting on the Donee's website or any other form of notification shall be sufficient notice to the Donor of such updated list.







- 5. Donee would return to the Donor, the securities or fund that may have been received by it erroneously or those securities or fund that it was not entitled to receive from the Donor.
- 6. Donor further authorises the Donee to send consolidated summary of Donor's scrip-wise buy and sell positions taken with average rates to the Donor by way of SMS / e-mail on a daily basis, notwithstanding any other document to be disseminated as specified by Securities and Exchange Board of India (SEBI) from time to time.
- 7. Details of Beneficial Owner Account and the Bank Account of the Donor that the Donee is entitled to operate:

DPName	DPID	BO Account No.
SSJ Finance & Securities Pvt. Ltd.	12034100	

Details of Bank Account Number of the Donor that the Donee is entitled to operate (strike off whichever is not applicable):

Name of Bank	Account Number

8. This Power of Attorney can be revoked by serving notice on the Donee by Registered Post AD at is registered office at 1st Floor, Surya Mahal, 5, Burjorji Bharucha Marg, Fort, Mumbai 400 001.

The Donor further agrees and confirms that without prejudice to the generality of the aforesaid, such revocation of this power of attorney, in so far as any transaction, settlement of which is pending on the date of receipt of notice of revocation by the Attorney is concerned, shall become effective only after all pending obligation in respect of such transactions are settled on the respective settlement dates and all dues owing by the Donor in connection therewith have been fully paid by it to the Donee.

This document is executed at the place of acceptance of this Power of Attorney by the Attorney. This document shall be subject to the exclusive jurisdiction of the courts of law in Mumbai.

I/We do hereby undertake to ratify whatever the said Attorney may lawfully do in and by virtue of these presents. Witness whereof I/we have executed this power of attorney on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

<b>S</b> 35/37	<b>S2</b> 10/10			<b>S3</b> 10/10			
Sole / First Holder	Se	cond Ho	lder	Third Holder			
Name:	Name:			Name:			
Address:	_ Address:			Address:			
Witness-1			Witness-2				
Name			Name				
Address			Address				
Signature			Signature				

Accepted for and on behalf of the Donee.

Signed for and on behalf of the Donee, SSJ Finance & Securities Pvt. Ltd. in acceptance at Silvassa :

**ANNEXURE:** Extract of the list of pool / principal / client margin / client beneficiary accounts and Bank accounts of SSJ Finance & Securities Pvt. Limited. Updated list shall be displayed on the website, www.ssjfinance.com, from time to time.

List of Bank Accounts: HDFC Bank Ltd - Account Numbers: 00600340006253, 00600340018059, 00600340006246, 00600340006600, 00600340046888, 00600340041661, 00990620007790, 00600340011036, 00600340010801, 00600340065209, 00600340065216

List of Demat Accounts: IN300476 40683438, IN300126 10006513, IN300476 41238922, IN301549 17262739, IN300126 11181498, IN300126 11181517, IN300095 11439146, IN300095 11439048, 12034100 00001519, 12034100 00000612, 12034100 00001523, 12034100 00001538, 12034100 00001426, 12034100 00001430, 12034100 00001732, 12034100 00001255, 12034100 00001261, 12034100 00005659, 12034100 0000743, 1203410000387288, 1203410000387292, IN30095 11662183,

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

# To, M/s. SSJ Finance & Securities Pvt. Ltd. 1st Floor, Merchant Chamber,

41, New Marine Lines, Mumbai - 400 020

I/We are dealing through you as a client in Capital Market and/or Future & Option segment and/or Currency segment and/or Interest Rate future Segment & in order to facilitate ease of operations and upfront requirement of margin for trade. I/We authorize you as under.

- I/We request you to maintain running balance in my account & retain the credit balance in any of my/our account and to use the unused funds to wards my/our margin/pay-in/other/future obligations (s) at any segment(s) of any or all the Exchange (s) / Clearing corporation unless I/We instruct you otherwise.
- 2. I/We request you to retain securities with you for my/our margin/pay-in/ other-future obligations(s) at any segment(s) of any or all the Exchange(s)/ Clearing corporation, unless I/We instruct you to transfer the same to my/our account.
- 3. I/We request you to settle my fund and securities account Once in every calendar Quarter or Once in a calendar Month or such other higher period as allowed by SEBI/Stock Exchange time to time except the funds given towards collaterals / margin in form of Bank Guarantee and/or Fixed Deposit Receipt or as required by you towards maintaining a minimum balance in my account.

However, my preference for compulsory periodic settlement of funds/securities is as follows:

Monthly
,

Quarterly
-----------

- 4. In case I/We have an outstanding obligation on the settlement date, you may retain the requisite securities/funds towards such obligations and may also retain the funds expected to be required to meet future margin as may be so determined by you.
- 5. I/We confirm you that I will bring to your notice any dispute arising from the statement of account or settlement so made in writing within 7 working days from the date of receipt of funds/securities or statement of account or statement related to it, as the case may be at your registered office. After that I/we shall have no right to dispute the transaction, funds and /or securities ever and agree that you shall not be liable for any incidental loss/damage caused due to retention of funds and/or securities.
- 6 I/We also authorized you to retain funds up to Rs. 10,000/- even on settlement date (across segment / across exchange) unless I/We specifically request you to release the same.
- 7. I/We confirm you that I can revoke the above mentioned authority any time by giving notice in writing to you.



Thanking you,

Yours faithfully,

(Signature) : \_\_\_\_\_

Client Name : \_\_\_\_\_

Client Code : \_\_\_\_\_

Τo,

# SSJ Finance & Securities Limited / SSJ Commodities Pvt. Ltd,

1st Floor, Merchant Chamber, 41, New Marine Lines, Mumbai 400 020

Dear Sir / Madam,

# RE: Request for online trading service and confirmation of charge

I/We, the undersigned, would like to avail of your online trading service and agree to abide by all the necessary terms and conditions with respect to online trading as well as confirm that I/we am/are aware of the risks associated with online trading. Therefore I request you to generate my user name [Login ID] and password to my email address for the following E-Broking Trading Platform:



Browser Based Online Trading Platform

Application Based Online Trading Platform

As, I / we would like to trade online through your Application (Exe) based Trading platform, I/we request you to provide me with the same and give my / our consent for you to debit my account with charges towards the Application (Exe/software) as mentioned below:

Rs. 500/- per month charges towards BSE, NSE, MCX SX & CASH, F&O segments. This charge shall be waived, in full, if brokerage generated for a given month is atleast Rs.2,000/- per month on BSE, NSE, MCX SX & CASH, F&O

# And

Rs. 500/- per month charges towards MCX/NCDEX derivatives segments. This charge shall be waived, in full, if brokerage generated for a given month is atleast Rs.2,000/- per month on MCX and NCDEX.

# **Terms and Conditions:**

- 1. Charges will be levied in first week of subsequent month.
- 2. The above charges include service tax.
- 3. No pro-rata waiver of charges against brokerage generated shall be made.
- 4. The software charge will be automatically applied for the subsequent month and will be debited to the Client's ledger account (as Software charge) by SSJ Finance & Securities Pvt. Ltd. / SSJ Commodities Pvt. Ltd. under same terms and conditions. The software charge will NOT be refundable (unless as stated above) nor shall it be carried forward/adjusted against brokerage of any subsequent period.
- 5. The Client can choose to discontinue the usage of the Trading Application after the lapse of the initial month or such rollover period/month by giving a written and signed confirmation about discontinuing such usage, seven days prior to the beginning of the subsequent month. In case Client chooses to discontinue the Trading Application, the Client may continue to trade online through the Browser based platform.
- 6. SSJ Finance & Securities Pvt. Ltd. / SSJ Commodities reserves the right to discontinue / modify / deny issue of Exe based Trading platform by giving a prior intimation / confirmation to the Client and the same shall be binding on the Client.

I/We hereby confirm that I/we have understood the Terms & conditions as mentioned above in regards to our request for providing the Exe based Trading Platform and accept the same.

 Thanking you

 Yours faithfully,

 (Signature)

 S

 Client Name :

 Client Code :

 Date :

	ACKNOWLEDGEMENT (O	OFFICE COPY)
1st Floor, Merchant Cha	SSJ FINANCE & SECURIT mber, 41, New Marine Lines, Mumbai - 400	<b>IES PVT. LTD.</b> 020 • T : +91-22 4300 8800 • F : +91-22 4300 8899
Date:	_	Form No:
Your account will be opened		as the Sole/First holder. e status of the application submitted by you on our website ur account gets opened successfully.
Initial cheque details:	Amount:	_ Cheque No:
	Bank Name:	_ Date of the cheque:
SSJ Finance RM/Branch/AF	contact details:	I/We confirm receipt of KYC Form & Agreements.
		Client Signature:

You may contact us at: Customercare Number: 1-800-102-0077 • Email: customercare@ssjfinance.com

# ACKNOWLEDGEMENT (CLIENT COPY)

### SSJ FINANCE & SECURITIES PVT. LTD.

1st Floor, Merchant Chamber, 41, New Marine Lines, Mumbai - 400 020 • T : +91-22 4300 8800 • F : +91-22 4300 8899

Date:			Form No:
	er due verification by us. You	can check the sta	atus of the application submitted by you on our website account gets opened successfully.
Trading Account Type:	Offline	Online	
Initial cheque details:	Amount:		Cheque No:
	Bank Name:		Date of the cheque:
SSJ Finance RM/Branch/AP cor	ntact details:		

You may contact us at: Customercare Number: 1-800-102-0077 • Email: customercare@ssjfinance.com