

OYSTER FINCAP PVT. LTD.

(Stock Broker / Trading Member / Clearing Member)

Name of the Client: _____

Date of Birth / Date of incorporation: _____ PAN: _____

Whether registered with (any) KRA. Yes No

If yes, please provide ref. No. if any _____

OYSTER FINCAP PVT. LTD. - SEBI Registration Nos. and Date		
	NSE	BSE
Cash Market	INB231414930 15-10-2010	INB011416030 21-10-2010
Derivative Segment	INF231414930 15-10-2010	INF011416030 18-10-2010
Currency Derivative Segment	INE231414930 15-10-2010	

Registered & Correspondence Office Address : 803, Raheja Centre, Nariman Point, Mumbai-400 021
Tel No: 022-43346500 • Fax No: 022- 43346505

Website : www.oysterfincap.com

Name of clearing members to : IL&FS Securities Services Ltd.
IL&FS House, Plot No.14, Raheja Vihar, Chandivali,
Andheri (E), Mumbai - 400 072 Phone : 022-4249300

Compliance Officer

Name : Mr. Kailash Vyas
Telephone No. : 022-43346500
Email Id : kailashvyas@oysterfincap.com

CEO

Name : Mr. Manoj Bagri
Telephone No. : 022-43346500
Email Id : manojbagri@oysterfincap.com

For any grievance/dispute please contact stock broker (Oyster Fincap Pvt Ltd) at the above address or
Email Id: grievances@oysterfincap.com and phone no **022-43346500**

In case not satisfied with the response, please contact the concerned Exchange (s) at

Sr.No	Exchange	Email ID	Phone No.
1	Securities & Exchange Board of India	sebi@sebi.gov.in	022-26449950/40459950
2	National Stock Exchange	ignse@nse.co.in	022-26598190 Toll free No. 1800220058
3	Bombay Stock Exchange	is@bseundia.com	022-22728097

STATUTORY DISCLOSURE:

PROPRIETARY TRADING DISCLOSURE BY STOCK BROKER (OYSTER FINCAP PVT. LTD.)

This is to inform you that we do client based trading & Pro-account trading & investment in National Stock Exchange of India Ltd. (NSE) & Bombay Stock Exchange Ltd. (BSE)

ADDITIONAL INSTRUCTIONS/CHECK LIST

Document required for income proof

Copy of ITR Acknowledgement	Copy of Annual Accounts
In case of salary income - Salary Slip, Copy of Form 16	Net worth certificate
Copy of demat account holding statement	Bank account statement for last 6 months
Any other relevant documents substantiating ownership of assets.	Self declaration with relevant supporting documents.

2. Copy of cancelled cheque leaf/pass book / bank statement specifying name of the constituent, MICR Code or/and IFSC Code of the bank should be submitted.
3. Demat master or recent holding statement issued by DP bearing name of the client.
4. For individuals:
 - a. Stock broker has an option of doing 'in-person' verification through web camera at the branch office of the stock broker/sub-broker's office.
 - b. In case of non-resident clients, employees at the stock broker's local office, overseas can do 'in-person' verification. Further, considering the infeasibility of carrying out 'In-person' verification of the non-resident clients by the stock broker's staff, attestation of KYC documents by Notary Public, Court, Magistrate, Judge, Local Banker, Indian Embassy / Consulate General in the country where the client resides may be permitted.
5. For non-individuals:
 - a. Form need to be initialised by all the authorised signatories.
 - b. Copy of Board Resolution or declaration (on the letterhead) naming the persons authorised to deal in securities on behalf of company/firm/others and their specimen signatures.

INDEX OF DOCUMENTS

Sr.N.	Name of the Document	Brief Significance of the Document	Page No.
MANDATORY DOCUMENTS AS PRESCRIBED BY SEBI & EXCHANGES			
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2.	Instructions / Check List for filling KYC form.		2
3.	Index of information		3
4.	Account Opening Form	KYC form - Document captures the basic information about the constituent and an instruction/check list. (pull out pages to be sent to KRA)	5-9
		Document captures the basic information about the constituent relevant to trading account and an instruction/check list.	11-15
5.	Rights and Obligations	Document stating the Rights & Obligations of stock broker/trading member, sub-broker and client for the trading on exchanges (including additional rights & obligations in case of internet/wireless technology based trading).	17-21
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7.	Guidance Note	Document detailing Do's and Don'ts for trading on exchange, for the education of the investors.	27-28
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14.	Running Account Authorisation	Authorization to maintain your account on a Running Account Basis.	41
15.	Letter of Standing Instruction	Letters for smooth functioning of account.	42
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26.	Receipt of KYC	Acknowledgment of client for receipt of complete set of KYC documents	53

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INSTRUCTIONS/CHECK LIST FOR FILLING KYC FORM

A. IMPORTANT POINTS:

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

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

1. PAN card with photograph. This is a mandatory requirement for all applicants except those who are specifically exempt from obtaining PAN (listed in Section D).
2. Unique Identification Number (UID) (Aadhaar) / Passport / Voter ID card / Driving license.
3. Identity card/ document with applicant's Photo, issued by any of the following: Central/State Government and its Departments, Statutory/Regulatory Authorities, Public Sector Undertakings, Scheduled Commercial Banks, Public Financial Institutions, Colleges affiliated to Universities, Professional Bodies such as ICAI, ICWAI, ICSI, Bar Council etc., to their Members; and Credit cards/Debit cards issued by Banks.

C. Proof of Address (POA): List of documents admissible as Proof of Address: (*Documents having an expiry date should be valid on the date of submission.)

1. Passport/Voters Identity Card/Ration Card/Registered Lease or Sale Agreement of Residence/Driving License/Flat Maintenance bill/Insurance Copy.

2. Utility bills like telephone bill (only land line). Electricity bill or Gas bill not than 3 months old.
3. Bank Account Statement/Passbook - Not more than 3 months old.
4. self-declaration by High Court and supreme court judges, giving the new address in respect of their own account.
5. Proof of address issued by any of the following: Bank Managers of Scheduled Commercial Banks/Scheduled Co-Operative Bank / Multinational Foreign Banks/ Gazetted Officer/Notary public/Elected representatives to the Legislative Assembly/Parliament/Documents issued by any Govt. or Statutory Authority.
6. Identity card/document with address, issued by any of the following: Central/State Government and its Departments, Statutory/Regulatory Authorities, Public Sector Undertakings, Scheduled Commercial Banks, Public Financial Institutions, Colleges affiliated to Universities and Professional Bodies such as ICAI, ICWAI, ICSI, Bar Council etc., to their Members.
7. For FII/sub account, Power of Attorney given by FII/sub-account to the Custodians (which are duly notarized and/or apostilled or consularised) that gives the registered address should be taken.
8. The proof of address in the name of the spouse may be accepted.

D. Exemptions/clarifications to PAN

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

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

E. List of people authorized to attest the documents:

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

INSTRUCTIONS/CHECK LIST FOR FILLING KYC FORM

A. IMPORTANT POINTS:

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

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

1. PAN card with photograph. This is a mandatory requirement for all applicants except those who are specifically exempt from obtaining PAN (listed in Section D).
2. Unique Identification Number (UID) (Aadhaar) / Passport / Voter ID card / Driving license.
3. Identity card/document with applicant's Photo, issued by any of the following: Central/State Government and its Departments, Statutory/Regulatory Authorities, Public Sector Undertakings, Scheduled Commercial Banks, Public Financial Institutions, Colleges affiliated to Universities, Professional Bodies such as ICAI, ICWAI, ICSI, Bar Council etc., to their Members; and Credit cards/Debit cards issued by Banks.

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

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

1. Passport/Voters Identity Card/Ration Card/Registered Lease or Sale Agreement of

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

Types of entity	Documentary requirements
Corporate	<ul style="list-style-type: none"> • Copy of the balance sheets for the last 2 financial years (to be submitted every year). • Copy of latest share holding pattern including list of all those holding control, either directly or indirectly, in the company in terms of SEBI takeover Regulations, duly certified by the company secretary/Whole time director/MD (to be submitted every year). • Photograph, POI, POA, PAN and DIN numbers of whole time directors/two directors in charge of day to day operations. • Photograph, POI, POA, PAN of individual promoters holding control - either directly or indirectly. • Copies of the Memorandum and Articles of Association and certificate of incorporation. • Copy of the Board Resolution for investment in securities market. • Authorised signatories list with specimen signatures.
Partnership firm	<ul style="list-style-type: none"> • Copy of the balance sheets for the last 2 financial years (to be submitted every year). • Certificate of registration (for registered partnership firms only). • Copy of partnership deed. • Authorised signatories list with specimen signatures. • Photograph, POI, POA, PAN of Partners.
Trust	<ul style="list-style-type: none"> • Copy of the balance sheets for the last 2 financial years (to be submitted every year). • Certificate of registration (for registered trust only). Copy of Trust deed. • List of trustees certified by managing trustees/CA. • Photograph, POI, POA, PAN of Trustees.
HUF	<ul style="list-style-type: none"> • PAN of HUF. • Deed of declaration of HUF/ List of coparceners. • Bank pass-book/bank statement in the name of HUF. • Photograph, POI, POA, PAN of Karta.
Unincorporated Association or a body of individuals	<ul style="list-style-type: none"> • Proof of Existence/Constitution document. • Resolution of the managing body & Power of Attorney granted to transact business on its behalf. • Authorised signatories list with specimen signatures.
Banks/Institutional Investors	<ul style="list-style-type: none"> • Copy of the constitution/registration or annual report/balance sheet for the last 2 financial years. • Authorised signatories list with specimen signatures.
Foreign Institutional Investors (FII)	<ul style="list-style-type: none"> • Copy of SEBI registration certificate. • Authorised signatories list with specimen signatures.
Army/ Government Bodies	<ul style="list-style-type: none"> • Self-certification on letterhead. • Authorised signatories list with specimen signatures.
Registered Society	<ul style="list-style-type: none"> • Copy of Registration Certificate under Societies Registration Act. • List of Managing Committee members. • Committee resolution for persons authorised to act as authorised signatories with specimen signatures. • True copy of Society Rules and Bye Laws certified by the Chairman/Secretary.

- Residence/Driving License/Flat Maintenance bill/Insurance Copy.
2. Utility bills like Telephone Bill (only land line), Electricity bill or Gas bill - Not more than 3 months old.
3. Bank Account Statement/Passbook - Not more than 3 months old.
4. Self-declaration by High Court and Supreme Court judges, giving the new address in respect of their own accounts.
5. Proof of address issued by any of the following: Bank Managers of Scheduled Commercial Banks/Scheduled Co-Operative Bank/Multinational Foreign Banks/Gazetted Officer/Notary public/Elected representatives to the Legislative Assembly/Parliament/Documents issued by any Govt. or Statutory Authority.
6. Identity card/document with address, issued by any of the following: Central/State Government and its Departments, Statutory/Regulatory Authorities, Public Sector Undertakings, Scheduled Commercial Banks, Public Financial Institutions, Colleges affiliated to Universities and Professional Bodies such as ICAI, ICWAI, ICSI, Bar Council etc., to their Members.
7. For FII/sub account, Power of Attorney given by FII/sub-account to the Custodians (which are duly notarized and/or apostilled or consularised) that gives the registered address should be taken.
8. The proof of address in the name of the spouse may be accepted.

D. Exemptions/clarifications to PAN

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

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

E. List of people authorized to attest the documents:

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

Details of Promoters / Partners / Karta / Trustees and whole time directors forming a part of Know Your Client (KYC) Application Form for Non-Individuals

Name of Applicant: _____ PAN of the Applicant: _____

Sr. No.	PAN	Name	DIN(For Directors)/ UID (For Others)	Residential / Registered Address	Relationship with Applicant (i.e. promoters, whole time direc- tors etc.)	Whether Politically Exposed	Photograph
						<input type="checkbox"/> PEP <input type="checkbox"/> RPEP <input type="checkbox"/> NO	
						<input type="checkbox"/> PEP <input type="checkbox"/> RPEP <input type="checkbox"/> NO	
						<input type="checkbox"/> PEP <input type="checkbox"/> RPEP <input type="checkbox"/> NO	
						<input type="checkbox"/> PEP <input type="checkbox"/> RPEP <input type="checkbox"/> NO	
						<input type="checkbox"/> PEP <input type="checkbox"/> RPEP <input type="checkbox"/> NO	



Date | D | | M | | Y | | Y | | Y |

Name & Signature of the Authorised Signatory(ies)

PEP: Politically Exposed Person • RPEP: Related to Politically Exposed Person

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TRADING ACCOUNT RELATED DETAILS (For Individuals & Non Individuals)

A. BANK ACCOUNT(S) DETAILS

1. Bank Name : _____

Branch Address : _____

Bank Account No : _____

Account Type : Savings Current NRI/NRE/NRO Others _____

MICR: (9 digit code) RTGS/NEFT/IFSC Code:

Proof of Bank Submitted Bank Statement# Cancelled Cheque (with client name and A/c. no printed)

Bank Passbook# Bank Verification Letter (original)

B. DEPOSITORY ACCOUNT(S) DETAILS

Depository Participant Name: _____

Depository Name: NSDL CDSL

Beneficiary Name: _____

DP ID: _____ Beneficiary ID (BO ID) : _____

Proof of DP submitted DP Statement Client Master Report (CMR)

1) Clients name & DP A/c. No. on the proof of DP submitted should match with that mentioned in the account opening form.

2) DP statement should clearly show DP ID & Client ID.

C. TRADING PREFERENCES

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

1) National Stock Exchange (NSE)

Cash Markets

Derivatives

(1/17) _____

(2/17) _____

2) Bombay Stock Exchange (BSE)

Cash Markets

Derivatives

(3/17) _____

(4/17) _____

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

D. OTHER DETAILS

1. Gross Annual Income details (please specify) : Income Range per annum

Upto Rs. 1 Lac Rs. 1 Lac to Rs. 5 Lac Rs. 5 Lac to Rs. 10 Lac

Rs. 10 Lac to Rs. 25 Lac Above Rs. 25 Lac

for Non Individuals

Rs. 25 Lacs to Rs. 1 crore

more than 1 crore

2. Net worth in ` _____ as on Date: _____ (Net worth should not be older than 1 year)

2. **Occupation (please tick any one and give brief details)** Private Sector Public Sector Government Service Business Student Professional Agriculturist Retired Housewife Others (Please specify) _____

3. **Please tick, if applicable** Politically Exposed Person (PEP) Related to a Politically Exposed Person (PEP)

4. **Any other information**

E. 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:

F. DEALING THROUGH SUB-BROKERS AND OTHER STOCK BROKERS**1. If client is dealing through the sub-broker provide the following details:**

Sub-broker's Name:	
SEBI Registration number:	
a) NSE	
b) BSE	
Registered Office address: (Sub-Broker)	
Tel. No. & Fax No.:	
E-mail Id:	
Website:	

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

Name of Stock broker: _____

Name of Sub-broker, if any: _____

Name of Exchange: _____

Client Code No.: _____

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

G. ADDITIONAL DETAILS

Whether you wish Electronic Contract Note (ECN) _____
 to receive physical Contract Note (Please Specify Your email Id):

Please repeat your Email ID in CAPS below, to enable us to compare & capture correctly.

• Whether you wish to avail of the facility of Internet Trading/Wireless Technology (Please specify):
 Yes No

• Number of years of Investment / Trading Experience (Pls write no. of years in the relevant box):
 Years in Stocks Years in Derivatives Years in other investment related fields No prior experience

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

Sr. No.	Name / Resi. Address	Designation, Contact No. PAN & UID	Photograph
1	Name:	Designation	
	Address:	PAN	
		UID	
		Contact No.	
		Mob. No.	
	Signature		
2	Name:	Designation	
	Address:	PAN	
		UID	
		Contact No.	
		Mob. No.	
	Signature		
3	Name:	Designation	
	Address:	PAN	
		UID	
		Contact No.	
		Mob. No.	
	Signature		

For more person please use additional sheet as per this format.

- Any other information: _____
- _____
- _____
- _____
- _____

H. INTRODUCER DETAILS (Optional)

Name of Introducer :-		
Address of the Introducer :-		
Landmark	City:	
Pin:	State:	Country:
Tel.:	Mobile:	Fax:
Status of the Introducer: <input type="checkbox"/> Sub Broker <input type="checkbox"/> Remisier <input type="checkbox"/> Authorized Person <input type="checkbox"/> Existing Client Others, Please Specify: _____		
Signature of Introducer: <input type="text"/>		

I. NOMINATION DETAILS (for Individuals only)

<input type="checkbox"/> I/We do not wish to nominate		<input type="checkbox"/> I/We wish to nominate	
Name of the Nominee:			
Relationship with the Nominee:			
PAN of Nominee: <input type="text"/>		Date of Birth of Nominee: <input type="text"/>	
Address:			
		City:	Pin Code
State:		Country:	
Tel.:		Mobile:	Fax:

If Nominee is a minor, Details of guardian :

Name of the Guardian:			
Address of Guardian:			
		City:	Pin Code
State:		Country:	Email Id:
Tel.:		Mobile:	Fax:
Signature of Guardian: <input type="text"/>			

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

Signature of Witness

Second Witness

Signature of Witness


Name of Witness	Name of Witness
Address of Witness	Address of Witness

DECLARATION

1. I/We hereby declare that the details furnished above are true and correct to the best of my/our knowledge and belief and I/we undertake to inform you of any changes therein, immediately. In case any of the above information is found to be false or untrue or misleading or misrepresenting, I am/we are aware that I/we may be held liable for it.
2. I/We confirm having read/been explained and understood the contents of the document on policy and procedures of the stock broker and the tariff sheet.
3. I/We further confirm having read and understood the contents of the 'Rights and Obligations' document(s) and 'Risk Disclosure Document'. I/We do hereby agree to be bound by such provisions as outlined in these documents. I/We have also been informed that the standard set of documents has been displayed for Information on stock broker's designated website, if any.

Place: _____

Signature of Client/Authorised Signatories /Karta/Trustee

(5/17) 

Date : _____

FOR OFFICE USE ONLY

UCC Code allotted to the Client: _____

	Documents verified with Originals	Client Interviewed By	In-Person Verification By
Name of the Employee			
Employee Code			
Designation of the employee			
Date			
Signature	<input type="text"/>	<input type="text"/>	<input type="text"/>

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

For OYSTER FINCAP PVT. LTD.

Authorised Signatory

Date: _____

Seal/Stamp of the stock broker

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ANNEXURE – 4

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

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

CLIENT INFORMATION

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

MARGINS

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

TRANSACTIONS AND SETTLEMENTS

13. The client shall give any order for buy or sell of a security/derivatives contract in writing or in such form or manner, as may be mutually agreed between the client and the stock broker. The stock broker shall ensure to place orders and execute the trades of the client, only in the Unique Client Code assigned to that client.

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

BROKERAGE

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

LIQUIDATION AND CLOSE OUT OF POSITION

19. Without prejudice to the stock broker's other rights (including the right to refer a matter to arbitration), the client understands that the stock broker shall be entitled to liquidate/close out all or any of the client's positions for 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 and Regulations of the Exchanges in which the client chooses to trade and circulars/notices issued thereunder or Rules and Regulations of SEBI.
44. The provisions of this document shall always be subject to Government notifications, any rules, regulations, guidelines and circulars/notices issued by SEBI and Rules, Regulations and Bye laws of the relevant stock exchanges, where the trade is executed, that may be in force from time to time.
45. The stock broker and the client shall abide by any award passed by the Arbitrator(s) under the Arbitration and Conciliation Act, 1996. However, there is also a provision of appeal within the stock exchanges, if either party is not satisfied with the arbitration award.
46. Words and expressions which are used in this document but which are not defined herein shall, unless the context otherwise requires, have the same meaning as assigned thereto in the Rules, Byelaws and Regulations and circulars/notices issued thereunder of the Exchanges/SEBI.
47. All additional voluntary clauses/document added by the stock broker should not be in contravention with rules/regulations/notices/circulars of Exchanges/SEBI. Any changes in such voluntary clauses/document(s) need to be preceded by a notice of 15 days. Any changes in the rights and obligations which are specified by Exchanges/SEBI shall also be brought to the notice of the clients.
48. If the rights and obligations of the parties hereto are altered by virtue of change in Rules and regulations of SEBI or Bye-laws, Rules and Regulations of the relevant stock Exchanges where the trade is executed, such changes shall be deemed to have been incorporated herein in modification of the rights and obligations of the parties mentioned in this document.

**INTERNET & WIRELESS TECHNOLOGY BASED TRADING FACILITY PROVIDED BY STOCK BROKERS TO CLIENT
(All the clauses mentioned in the 'Rights and Obligations' document(s) shall be applicable. Additionally, the clauses mentioned herein shall also be applicable.)**

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

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ANNEXURE – 5

RISK DISCLOSURE DOCUMENT FOR CAPITAL MARKET AND DERIVATIVES SEGMENTS

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

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

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

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

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

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

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

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

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

1.2 Risk of Lower Liquidity:

Liquidity refers to the ability of market participants to buy and/or sell securities / derivatives contracts expeditiously at a competitive price and with minimal price difference. Generally, it is assumed that more the numbers of orders available in a market, greater is the liquidity. Liquidity is important because with greater liquidity, it is easier for investors to buy and/or sell securities / derivatives contracts swiftly and with minimal price difference, and as a result, investors are more likely to pay or receive a competitive

price for securities / derivatives contracts purchased or sold. There may be a risk of lower liquidity in some securities / derivatives contracts as compared to active securities / derivatives contracts. As a result, your order may only be partially executed, or may be executed with relatively greater price difference or may not be executed at all.

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

1.3 Risk of Wider Spreads:

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

1.4 Risk-reducing orders:

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

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

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

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

1.5 Risk of News Announcements:

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

1.6 Risk of Rumors:

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

1.7 System Risk:

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

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

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

1.8 System/Network Congestion:

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

2. As far as Derivatives segments are concerned, please note and get yourself acquainted with the following additional features:-**2.1 Effect of "Leverage" or "Gearing":**

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

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

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

2.2 Currency specific risks:

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

2.3 Risk of Option holders:

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

2.4 Risks of Option Writers:

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

- 3. TRADING THROUGH WIRELESS TECHNOLOGY/ SMART ORDER ROUTING OR ANY OTHER TECHNOLOGY:**
Any additional provisions defining the features, risks, responsibilities, obligations and liabilities associated with securities trading through wireless technology/ smart order routing or any other technology should be brought to the notice of the client by the stock broker.

4. GENERAL

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

ANNEXURE-6

**GUIDANCE NOTE - DO'S AND DON'TS FOR TRADING ON THE EXCHANGE(S) FOR INVESTORS
BEFORE YOU BEGIN TO TRADE**

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

TRANSACTIONS AND SETTLEMENTS

8. The stock broker may issue electronic contract notes (ECN) if specifically authorized by you in writing. You should provide your email id to the stock broker for the same. Don't opt for ECN if you are not familiar with computers.
9. Don't share your internet trading account's password with anyone.
10. Don't make any payment in cash to the stock broker.
11. Make the payments by account payee cheque in favour of the stock broker. Don't issue cheques in the name of 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.
-

Client's Signature: (6/17)  _____

POLICIES AND PROCEDURES APPLICABLE TO CLIENTS OF OYSTER FINCAP PVT. LTD.

(MANDATORY DOCUMENT DEALING WITH POLICIES AND PROCEDURES FOR INVESTING, TRADING AND DEALING IN DIFFERENT SEGMENTS OF DIFFERENT EXCHANGE BETWEEN THE BROKER (Oyster Fincap Pvt. Ltd.) AND THE CLIENT.)

1. REFUSAL OF ORDERS FOR PENNY STOCKS:

Stock Broker recognizes that it is the client's privilege to choose shares in which he / she would like to trade. Our company normally offers trading facility to its clients in all the compulsorily de-materialized stocks which are listed on the Stock Exchanges. However we discourage / restrict trading in penny stocks by the clients as they are susceptible to manipulation and risky for investors and in turn to us "Penny Stocks" for this purpose shall include:

- a. Stocks appearing in the list of illiquid securities issued by the Exchanges from time to time.
- b. Stocks which are highly illiquid and have a small market capitalization and 'Z' Group Securities.
- c. Any securities as may be restricted for trading by Exchanges.
- d. Any other securities as may be restricted for trading by our organization based on its internal evaluation.
- e. Trading at a price less than its face value;
- f. Stocks having unsound fundamentals and or which may/may not be liquid.
- g. Any large order for purchase or sale of a "Penny Stock" should be referred to Head – Dealing before such orders can be put in the market for execution.
- h. Clients must ensure that trading in "Penny Stock" does not result in creation of artificial volume or false or misleading appearance of trading. Further, clients should ensure that trading in "Penny Stock" does not operate as a device to inflate or depress or cause fluctuations in the price of such stock.
- i. Clients are expected not to place orders in "Penny Stocks" at prices which are substantially different from the prevailing market prices. Any such order is liable to be rejected at the sole discretion of Stock Broker.

The above list of criteria is an indicative list. Stock Broker may at its sole and absolute discretion define from time to time other category/criteria to treat a security as Penny Stocks and/or Illiquid Stocks.

As a part of Risk Management System, we restrict clients to buy / sell in penny stocks only on the basis of 100% upfront margin and on delivery basis. Also the trading in penny stocks may be permitted only up to quantity / value together as notified by its extant circulars. Further we may at any time at our sole discretion block / restrict the client/ prevent the client from placing orders in such penny stocks through our Trading Platform.

Our company shall not be held liable for restricting / prohibiting trade in penny stocks at any time. Further we shall not be held liable or responsible in any manner whatsoever for any refusal/cancellation of orders for trading in penny stocks/other securities and the Client shall indemnify our Company in respect of any loss caused to us by virtue of the Client trading in penny stocks.

2. SETTING UP OF CLIENT'S EXPOSURE LIMITS:

As part of risk management, Stock broker shall set client's exposure limits depending on the type of securities provided as Margin / available funds in the client's ledger plus Fixed Deposits / Bank Guarantees provided by the client and the client profile/ financial status. Exposure limits are also set based on categories of stocks / position (derivatives) client can trade. Securities that are acceptable as margin and their categorization may be changed by our organization from time to time at its sole discretion. Further client categorization may also be changed based on various factors including trading pattern of clients, profile / residential status / financial status of client./ regulatory requirements./internal risk management policy/ market conditions etc.

Stock broker from time to time shall apply such haircuts as may be decided by it on the approved securities against which the Exposure limits are given to the client. We may from time to time change the applicable hair cut or apply a haircut higher than that specified by the Regulators/Exchanges as part of our Risk Management System.

Subject to the client's exposure limits, client may trade in securities and / or take positions in the futures and options segment. Client shall abide by the exposure limits, if any, set by us or by the Exchange or Clearing Corporation or SEBI from time to time. Limits/Exposure provided shall vary based on the intraday/ delivery / carry forward positions made by the client.

The exposure limits set by us does not by itself create any right for the Client and are liable to be withdrawn at any time without notice and the client shall bear the loss on account of withdrawal of such limits.

In case of sale of Securities, such sale may at the discretion of Stock broker be provided only to the extent of the availability of securities in the account of the client.

In case of derivatives, Clients shall be allowed to trade only up to the applicable client wise position limits set by the Exchanges/Regulators from time to time.

Whenever any client has taken or wants to take an exposure in any security, Stock Broker may call for appropriate margins in the form of early pay-in of shares or funds before or after execution of trades in the Cash segment. In case of any margin shortfall, the clients will be told to reduce the position immediately or they will be requested to deposit extra margin to meet the shortfall. Otherwise, Stock Broker may refuse to trade on behalf of such client at its own discretion.

In case of cash segment, Stock Broker may at its sole and absolute discretion allow clean exposure limit up to certain amount to the client without insisting for any credit balance and/or margin. The quantum of clean exposure limit shall be decided by Stock Broker. On case to case basis Stock Broker may, at its sole and absolute discretion, give higher clean exposure limits to certain set of clients. Stock Broker reserves the right to withdraw clean exposure limit granted to the client at any point of time as its sole and absolute discretion.

The client cannot raise any concern/dispute for the same.

The Client will have to abide by the exposure limit set by Stock Broker

3. APPLICABLE BROKERAGE RATES:

The Schedule of Brokerage and other charges leviable by stock broker on the clients are provided under the heading "Schedule of Brokerage and Other Charges" in client registration form, as per the terms agreed with client at the time of client registration. Within the mentioned scale, the brokerage and other charges as agreed by the client is indicated and duly signed by the client in that section. If there is any upward revision of brokerage, the same will be informed to the client with 15 days prior notice in writing and mutually agreed. However all the brokerage and other charges are subject to the maximum limits as prescribed by SEBI / Exchanges/Government Regulatory authorities from time to time. The brokerage will be exclusive of the following except in cases where it is agreed otherwise:

- Service Tax and Education Cess
- SEBI/Exchange/clearing member charges.
- Stamp duty
- Statutory charges payable to BSE/NSE/SEBI/Govt. Authorities etc.

4. IMPOSITION OF PENALTY OR DELAYED PAYMENT CHARGES:

(i) Delayed payment charges

The clients are required to settle the pay-in / provide margin within the time limits provided by Exchanges / SEBI/stock broker risk management system. In case the client fails to provide the same within the prescribed time, delayed payment charges shall be levied on the client's account on any delayed payments towards trading either in the cash or derivatives segments or on account of any other lawful reason beyond the due date of payment as may be prescribed by stock broker. Such delayed payment charges shall be directly debited to the account of the Client at the end of every month. Stock broker reserves the right of imposition of delayed payment charges on the client account and the client shall be liable for payment of such charges at such rate as may be prescribed by us from time to time (delay payment charges shall be levied @ 18%.. Any change shall be intimated to This is only a penal measure and brings in discipline in the clients to clear the dues in time as stock broker has to clear its obligations to the Exchange as per the time limits set by the Exchanges. client in writing and mutually agreed. The client should not construe it as funding arrangement. The client cannot demand continuation of service client in writing and mutually agreed. on a permanent basis citing levy of delayed payment charges. The client will not be entitled to any interest on the credit balance/surplus margin available/kept with Stock Broker.

No interest or charges will be paid by Stock Broker to any client in respect of retention of funds or securities towards meeting future settlement obligations and in respect of running account authorizations.

(i) Imposition of Penalties

BSE/NSE/Clearing Corporation/SEBI levies penalties on the broker for irregularities observed by them during the course of business. Stock Broker shall recover such imposed penalties/levies, if any, by BSE/NSE/ regulator/ Clearing Corporation, from the client which arise on the account of dealings by such client, and the client has been informed of such penalties by regulators in the case of any regulatory violation caused by the trades done by them before execution of such transactions Such recovery would be by way of debit in the ledger of the client and amount would be adjusted against the dues owed by Stock Broker to the clients

5. RIGHT TO SELL CLIENTS SECURITIES OR CLOSE CLIENTS POSITIONS, WITHOUT GIVING NOTICE TO THE CLIENT ON ACCOUNT OF NON PAYMENT OF DUES. (LIMITED TO SETTLEMENT/MARGIN OBLIGATIONS):

As a part of its Risk Management System, stock broker shall have the sole discretion to square off the open position of the Client and / or sell clients' securities (including securities maintained as margin with stock broker) in case the client fails to meet its settlement / margin obligations in time. The specific securities to be sold and the positions to be squared off shall be decided solely by us. Further, the square off of client's open position or the selling of securities may be executed on such Exchanges and at such price as may be decided by us. Stock broker shall not be responsible for any losses incurred by the client due to such squaring off of the open position of the client. We reserve the right to square off client's

open positions or sell clients' securities under following circumstances:

- a. where the limits given to the Client have been breached;
- b. where the Client has defaulted on their existing obligation and / or have failed to make payments/deliver securities to us within the stipulated time period as may be prescribed by stock broker.
- c. In addition to above, in case of equity and derivatives transactions, e. where the margin or security placed by the Client with us falls short of the applicable minimum margin as may be required to be maintained by the client;
- f. where Mark to Market Loss on the open position has reached the stipulated % of the margins placed with us and the Client(s) have not taken any steps either to replenish the margin or reduce the Mark to Market Loss;
- g. if the open position is neither squared off nor converted to Delivery by Client(s) within the stipulated time.

Stock broker reserves the right to square off the open position of client and / or sell client's securities under the prescribed circumstances; however we are not obligated and does not guarantee to square off the open positions and / or sell client's securities. The client shall be solely responsible for the trading decisions taken by the client. It shall be the responsibility of the client to make payments towards outstanding trade obligations and / or applicable margins to us in time irrespective of whether we exercises its right to square off the positions of the client in accordance with the provisions given herein above.

Client shall be solely responsible for any resultant losses incurred to client due to selling of client's securities by stock broker or squaring off the client's open positions or for not doing so. All losses in this regard shall be borne by the CLIENT and stock broker shall be fully indemnified and held harmless by the CLIENT in this behalf.

The CLIENT accepts to comply with stock broker requirement of payment of Margin/settlement obligations of the Client, immediately failing which stock broker may sell, dispose, transfer or deal in any other manner the securities already placed with it as Margin/lying in our beneficiary account or square-off all or some of the outstanding F&O positions of the CLIENT as it deems fit at its sole discretion without further reference to the CLIENT and any resultant or associated losses that may occur due to such square -off/sale shall be borne by the CLIENT and our company shall be fully indemnified and held harmless by the CLIENT in this behalf at all times.

6. SHORTAGES IN OBLIGATIONS ARISING OUT OF INTERNAL NETTING OF TRADES:

In case the client defaults on its existing obligation and in the event the trade has been internally netted off by stock broker, there could be internal shortages. The internal shortages are marked against the client randomly at the sole discretion of stock broker taking into account the delivery obligations through Exchanges. In case of failure of delivery the client marked for internal netting of trade, the same shall be met through fresh market purchases and the loss on account of the said purchases will be charged to the defaulting client's account. If Stock Broker is unable to obtain the securities from the market, then the transaction will be closed out as per the auction rate prescribed by the Exchange for that scrip and the closing amount will be credited to the purchasing client and same will be debited to the selling client. However, defaulting client will not be eligible for any profit on account of this. In case of shortage in meeting the settlement obligation, either party shall endeavor to make good such shortage through securities / value of shortage as per the Rules, Regulations and Bye-laws of the respective stock exchange(s). Stock broker shall not be responsible for losses to the Client on account of such shortages. All losses to the client on this account shall be borne solely by the client and the Client shall indemnify stock broker in this respect.

7. CONDITIONS UNDER WHICH CLIENT MAY NOT BE ALLOWED TO TAKE FURTHER POSITIONS OR BROKER MAY CLOSE EXISTING POSITIONS OF CLIENT:

In addition to the conditions as provided under the policy of right to sell securities and close out client's open position as detailed in point 5 above, stock broker shall have the right to refuse to execute trades/allow the client to take further positions and / or close out the existing positions of client under following circumstances:

- a. As a result of any Regulatory directive / restriction;

- b. Non-receipt of funds / securities and / or bouncing of cheque received from the client towards the obligations/ margin/ ledger balances;
- c. Due to technical reasons beyond stock brokers control.
- d. securities breaching the limits specified by the Exchanges/regulators from time to time/ Stock Broker has reached its limit in that scrip/ the client has breached the client-wise limit.
- e. in case of failure to meet margin including mark to market margins by the client/ there is shortfall in the margin deposited by client with Stock Broker.
- f. In case securities to be transacted by client are not in dematerialized form
- g. The client is undertaking any illegal trading practice or the client is suspected to be indulging in money laundering activities.
- h. The client has taken or intends to take new position in a security which is in the banned period.
- i. Any other conditions as may be specified by our company from time to time in view of market conditions, regulatory requirements, internal policies etc and risk management system;
- j. Due to any force majeure event beyond the control of stock broker.
Stock broker shall not be responsible for any loss incurred and the client shall indemnify Stock broker in this regard.

8. TEMPORARILY SUSPENDING OR CLOSING OF CLIENT'S ACCOUNT AT THE CLIENT'S REQUEST:

Stock broker, may suspend or close the trading account of the client pursuant to SEBI or any other Regulatory directive for such period as may be prescribed by the respective Regulator. Stock broker may further at its sole discretion and with/ without information to the CLIENT, prohibit or restrict or block the trade related services of Client and the Client's ability to trade due to market conditions and other internal policies including policy with respect to prevention of money laundering.

Client can initiate temporary suspension / closure of its account at any time by giving a request to stock broker in writing. However, such suspension / closure will be effected subject to clearance of all dues and settlement obligations by the client.

Trades in the account of the client during the period of such temporary suspension shall not be permitted. Notwithstanding any such suspension / closure, all rights, liabilities and obligations of the parties arising out of or in respect of transactions entered into prior to such closure / suspension shall continue to subsist and binding on the client.

In case the account has been temporarily suspended at the request of the client, the account shall be reactivated only on submission of a written request for reactivation by the client. Stock broker may ask for updated financial information and other details for reactivating such account. After receiving and verifying necessary documents, details, etc, client account will be reactivated.

9. DEREGISTRATION OF A CLIENT

Deregistration of the client /Termination shall be at the sole discretion of stock broker. The illustrative circumstances under which stock broker may deregister a client are given below:-

- SEBI or any other regulatory body has passed an order against such client, prohibiting or suspending such client from participating in the securities market.
- Such client has been indicted by a regulatory body or any government enforcement agency in case of market manipulation or insider trading or any other case involving violation of any law, rule regulation, guideline or circular governing securities market.
- Such client is suspected of indulging in illegal or criminal activities including fraud or money laundering. Further we may deregister the client if the client is suspected to be involved in any activities in violation of applicable Rules and Regulations of SEBI, exchanges or any other regulatory authorities.,
- Such client's name appears in the UN list of prohibited entities or in the SEBI debarred list.
- Such clients account has been lying dormant for long time or the client is not traceable.
- Such client has been declared insolvent or any legal proceeding to declare his/her/its as insolvent have been initiated.
- Such client has been irregular in fulfilling obligations towards margin or settlement dues.
- Stock broker may deregister the client if the client breaches the terms and conditions of the mandatory and voluntary client registration document. or provides the any false information or declarations.
- Further the client may be deregistered due to any Regulatory directive, market conditions and other internal policies of stock broker including policy with respect to prevention of money laundering.

- Client has a tainted reputation and any business relationship with such clients is likely to tarnish the reputation of stock broker or may act as detriment to stock broker prospects.
Stock broker shall not be liable to the client for any loss or damage (actual/notional), which may be caused to the client as a result of the above circumstances. Such deregistration/termination shall not effect the rights and liabilities of the parties in respect of the transactions executed before the date of such deregistration/termination.

10.TREATMENT OF INACTIVE ACCOUNTS:

In case the Trading account of the client is not operated by the client for a continuous period of twelve months the same will be considered to be 'Inactive/Dormant Account'. Such Inactive account will be blocked for further transactions by the client. The client will have to submit written request for re-activation of such blocked account. Client can give the duly signed request in writing at office of stock broker requesting for activation of account for placing orders / transacting in the account. Such request for reactivation should be accompanied along with the documentary evidence as may be specified by stock broker from time to time.

During the blocked period if there is any debit / dues to stock broker in client's account, we shall have the authority to liquidate the client's position to the required extent during the block period.

During the block period if any corporate actions or pay-outs are due for return to the client, the same will be affected / returned by stock broker to the client's account.

11.Proprietary Trading:

The Stock Broker (Oyster Fincap Pvt. Ltd.), hereby informs and declares to the Client that, in addition to the Client level trading, the Stock Broker, undertakes Proprietary Trading.

12.Mode of Payment - to and from the clients:

- a) Stock Broker doesn't deal with its Client vis-a-vis their trading by way of cash, accordingly all payments are made or received by them only through banking channels. Further the Client must make payment to the Stock Broker from his designated (as mentioned in the KYC) bank account only.
- b) Stock Broker does not deal with its client vis-a-vis their trading by way of third party cheques. Accordingly, if any payment is made otherwise ,then it is not credited to the client account and is held in suspense account.

Declaration by Client:

I/We have read /been explained and understood contents of above policies and procedures and state that I/We have no objection to anything mentioned therein and do also agree to abide by terms and condition of policies and procedures

Above policies and procedures may be amended /changed unilaterally by the stock broker from time to time as mutually agreed between the client and stock broker and informed in writing. The Clients may ask for the latest version of this policy or refer to it at our website at www.oysterfincap.com

Client's Signature: (7/17)  _____

Client's Name: _____

Date: _____

INFORMATION ON PREVENTION OF MONEY LAUNDERING ACT 2002 (PMLA)

- Due to the tightened security and increased vigilance in the wake of threats emanating from increasing terrorism, any failure on our part to discharge our duties cast on us under the applicable laws or we becoming an instrumental or a part of the chain in certain transaction, even if unknowingly or ignorantly, may land us in trouble.
- There is an Act called **Prevention of Money Laundering Act 2002. (PMLA)**
- The purpose of this act is to prevent the financing of terrorism and to prevent laundering of money i.e. to legalize or officialize or canalize the money generated from illegal activities like drug trafficking, organized crimes, hawala rackets and other serious crimes.
- This act is a part of the Global measures being taken by all the countries under the initiatives of UN agencies.
- It is applicable to all SEBI Registered brokers/sub-brokers and other financial institution who are dealing in any kind of financial assets.
- It is an obligation of the entities to whom this Act is applicable, to report certain kind of transactions routed through them to FINANCIAL INTELLIGENCE UNIT, a department specially set up to administer this Act under the Ministry of Finance.
- The transactions which are supposed to be reported are cash transactions above rupees ten lakhs or series of cash transactions below ten lakhs but aggregating to above ten lakhs in a month or its equivalent in any foreign currency and the transactions which may not be in cash but suspicious in nature.
- Any such above types of transaction, though not executed but attempted and failed are also required to be reported.

The suspicious transaction can be related to the transaction under the circumstances such as;

- Clients whose identity verification seems difficult or clients that appear not to cooperate
 - Asset management services for clients where the source of the funds is not clear or not in keeping with clients apparent standing /business activity;
 - Clients based in high risk jurisdictions;
 - Substantial increases in business without apparent cause;
 - Clients transferring large sums of money to or from overseas locations with instructions for payment in cash;
 - Attempted transfer of investment proceeds to apparently unrelated third parties;
 - Businesses undertaken by offshore banks/financial services,
 - Businesses reported to be in the nature of export/import of small items.
 - Unusual transactions by Clients of Special Categories (CSCs).
- Clients of Special Categories may include;
 - NRI/HNI/Trust/Charities/NGO/Organizations receiving donations
 - Companies having close family shareholdings or beneficial ownership
 - Politically Exposed Persons
 - Companies offering foreign exchange offerings
 - Clients in high risk countries
 - Non face to face clients
 - Clients with dubious reputation as per public information available
- No trading or demat account can be opened in the name of entity whose name is listed on the banned entity list being maintained at United Nation's website at <http://www.un.org/sc/committees/1267/consolist.shtml>.
- While opening the new accounts all the prescribed procedures of KYC and Client Identifications should strictly be followed in the context of ensuring the compliance under this act.

- All the records of transactions and client identifications must be preserved in a manner which can be promptly retrieved and reported to the authorities in the specified format.
- This is the highlights of the requirements under the Act. Subbrokers / Authorised Persons / Remissers are advised to go through the SEBI's master circular at <http://www.sebi.gov.in/circulars/2010/mastercircular/MasterCircular.pdf> for detailed information and understanding and also to visit the website of FIU-IND at <http://fiuindia.gov.in>
- The end clients are advised to co-operate with us by providing the additional information / documents, if asked for during the course of your dealings with us to ensure the compliance requirements under this Act.
- As a responsible citizen, it is our statutory as well as moral duty to be vigilant and to refrain from temptation of easy monetary gains, by knowingly or unknowingly supporting the people who are involved in the activities which are endangering our freedom and causing damage to the nation and to us as well.
- For any further clarifications or information on the subject, Mr. Kailash Vyas may be contacted on 022-4334 6500 or at contactus@oysterfincap.com

Voluntary Document

NOTICE ON IMPORTANT ISSUES

We draw your attention to certain important issues relevant to your trading activity through us, you must read, understand and agree to abide by the advice given hereunder in respect to the dealing between us. Kindly sign at the end of this document to signify your understanding and acceptance of the matters notified to you herein.

- Please note that the Stock Brokers are not permitted to run any schemes giving “Fixed Returns” to the Clients, and accordingly Oyster Fincap Pvt. Ltd., doesn’t operate any scheme giving “Fixed Returns”, and you are therefore advised & cautioned to not to be deceived by any person, offering or requesting you join any such scheme.
- Please note that company does not accept cash for any dealings with our clients, whatsoever and accordingly once again caution, advise & warn you to refrain from making any payment to the Company or any person in representative capacity, in cash. We inform you that any payment made by you should only be made through secure banking channels i.e. valid & crossed negotiable instrument, compliant with the Rules & Regulations or online, through RTGS/NEFT etc in name of Oyster Fincap Pvt. Ltd. only. Further, credit for payments received is given to the Client’s Account, only where the payment has been made from the account of the Client mapped with us.
- We do hereby inform and notify you that unless otherwise specifically agreed by us in writing, our services do not go beyond the scope as mentioned in the documents executed between us, accordingly the role envisaged to be played by Oyster Fincap Pvt. Ltd. is restricted to facilitating, only and only as a stock-broker, the execution of transactions intended to be executed by you on your own risk and responsibility and as considered suitable by you, taking into consideration, your risk bearing capacity.
- Further you are also informed that none of the employee or agent of Oyster Fincap Pvt. Ltd. is authorized to offer any investment advice, and therefore you are advised to refrain from seeking or place reliance on the advice from any such person. If despite this Notice, you choose to seek and rely on any advice, offered by any person, whether related or unrelated to Oyster Fincap Pvt. Ltd. in any manner, you shall be doing so at your own risk and responsibility, and the dealings between you and the person offering the advice shall be absolutely personal between you and such person, for which Oyster Fincap Pvt. Ltd. will not assume any liability.
- We also reiterate here that the Stock Market is a highly volatile and unpredictable market and it is impossible for anyone to predict the future developments in the marketplace, therefore anyone assuring you any returns should not be relied upon by you. Further you are also advised to not to allow or authorize any person to trade on your behalf, in expectation of any assured profit, and must understand that where you authorize or allow any person to trade on your behalf, you would be entering into a “Principle-Agent” relationship with such person and therefore be entirely responsible for his actions, whether resulting into “Loss” or “Profit”.
- Oyster Fincap Pvt. Ltd. also conducts research on various activities of the Stock Market and wherever considered appropriate, shares the knowledge and opinion derived from such research with its Clients and others desirous of receiving such information, however as our Client, you must understand that such information is only a general opinion of Oyster Fincap Pvt. Ltd., which is not designed for, or takes into consideration, the factors specific to your risk bearing capacity and perception. You are therefore advised to rely only on your own judgment while taking any investment and/or trading decisions. The research reports provided by us are only an expression of the opinion of the concerned researchers; it is neither any advice intending to encourage you to undertake any activity nor any offer to sell or a solicitation to buy any securities. As our client you must also read our opinion published on any website or publications, keeping in mind the contents of this notice to you. Further in order to benefit from the research carried out on its behalf, Oyster Fincap Pvt. Ltd., its directors or its employees may, at their sole discretion may acquire positions in the scrips which are the subject matter of such research.

Declaration by Client

I/We have read and understood the contents of the above notice, and state that I/We have no objection to anything mentioned therein and do also hereby agree to abide by the advice offered in the Notice.

Client’s Signature: (9/17)  _____

Client’s Name: _____

Voluntary Document

DECLARATION

I/ We having complied with the requisite formalities, as prescribed, for being a Client, have opened a trading account with Oyster Fincap Pvt. Ltd.


I/We declare and affirm as under:

- I/ We have attained the age of 18 and do not suffer from any conditions which make me ineligible for entering into a valid and binding contract.
- I/ We am/are regular investor in the stock markets in India.
- I / We am / are conversant with the laws, practice s, rules, regulations, guidelines, Circular, etc. including, but not limited to those prescribed by the Securities and Exchange Board of India (SEBI), Reserve Bank of India (RBI) and Exchanges. I/We also undertake to keep myself/ourself informed and understand the implications of any changes that are made to such laws, practices, rules, regulations, guidelines, Circular, etc
- I/ We give an undertaking that I/ We shall not deal with Oyster Fincap Pvt. Ltd. in any prohibited manner.
- I/ We understand that I/ We have been advised to not to take any investment advice from any of the employees or associates of Oyster Fincap Pvt. Ltd., and in case I/ We do so, despite the advice against the same, I/ We shall be acting at my/our exclusive risk and responsibility.
- I/ We agree to accept any measures, which in the opinion of Oyster Fincap Pvt. Ltd., are required to enhance security procedures, in relation to my/our account & trading.
- Oyster Fincap Pvt. Ltd. may, though it is not bound to, create voice-logs by recording the conversation made, while placing any orders by me/us, and such voice logs, wherever available, shall be the proof of the dealings made by me/us.
- I/ We hereby further declare that I/ We will not give any third party shares for settlement of my/our obligations to the Exchange.
- **I/ We hereby further declare that I/We will not receive or give any money in cash or in kind during the course of my dealings with Oyster Fincap Pvt. Ltd.**
- I/ We hereby further declare that I am / We are not party to any illegal practices that may be prevalent in the Stock Market.
- I/ We hereby further declare that I/ We will not carry out any unfair trade practices such as Synchronized deals, Structured deals, Circular Trading in the Capital Market and Future and Options segment.
- I/ We hereby further declare that I/We will not place any order on the Exchange which will reflect as an arrangement for profit or loss transactions. All the orders placed on the exchange will be in the normal market where there is a corresponding underlying securities position in the cash or futures segment of the respective Exchange.
- I am/ We are aware and I/We agree to pay Oyster Fincap Pvt. Ltd. the brokerage, statutory and regulatory which are prescribed by regulators as they exist from time to time and as apply to the client account and transactions and the services that the client receives from the Oyster Fincap Pvt. Ltd.
- I/ We hereby further declare that I/ We am/ are aware of the provisions of the **Prevention of Money Laundering Act 2002 (PMLA)** as far as they concern me/us as an investor / client and I/ we declare that I/ We have never been convicted/ barred from dealing in securities market in the past under the said Act.
- I/ We confirm that I am / We are in compliance with the "Know Your Client" (KYC) guidelines including conducting due diligence required for Anti Money Laundering (AML) checks as prescribed by the FIU / SEBI. I/We further confirm that all KYC and due diligence process has been followed on a continuous basis as long as our account continues to be held with Trading Member. Further I/ We agree to submit / provide all the statutory documents / other compliance details pertaining to my/our trading account whenever required, to fulfil my/ our obligation under PMLA.
- I/ We hereby / further declare that I/we will not indulge either directly or indirectly in any of the above mentioned fraudulent or unfair trade practice either individually or in concert with other persons/ entities. In the event of

any of the above fraudulent or unfair trade practices are noticed by the exchange or regulatory authorities, then I/ We shall be solely responsible for such acts as noticed and you shall not be responsible for my/our illegal and fraudulent and unfair trade practices in the capital market segment and future and options segment of the exchange.

- I/ We understand that Oyster Fincap Pvt. Ltd. shall not be responsible of any losses, costs or damages resulting directly or indirectly from the below mentioned circumstances :
 - i) any action, omission, suspension or trading, decision or ruling or any exchange or regulatory, governmental or other body or of any other person which is beyond the Trading Member's control (including floor broker, exchange, dealing or clearing house).
 - ii) any war, strike, lock-out, national disaster, act of terrorism, delay in postal service or any other delay or inaccuracy in the transmission of orders of other information, or telecommunication or computer system.
 - iii) I/ We further understand that the above Force Majeure events do not exempt me/us to fulfill the obligations in my/our account.
- I/ We have read and understood the set of documents provided to me/us.

I/ We hereby give this declaration to you without any coercion with sound mind and voluntarily to you which shall be part of my/our Client Registration Form and Account Opening Form on the dates mentioned therein.

Client's Signature: (10/17)  _____

Client's Name: _____

Voluntary Document

MANDATE FOR ELECTRONIC MODE OF DELIVERY FOR CONTRACT NOTES (ECN) & OTHER INFORMATION

Date: _____

To
Oyster Fincap Pvt. Ltd.
803, Raheja Centre,
Nariman Point,
Mumbai - 400 021.

Dear Sir,

I/We have registered as clients with Oyster Fincap Pvt. Ltd. for executing trades in NSE/BSE

I/We understand that I/We have option to receive the contract notes in physical form or electronic form. I/We hereby agree and provide consent to receive the digitally signed Contract Notes in lieu of physical Contract Notes. I/We authorize you to send the digitally signed Contract Notes and other documents to my/our e-mail Id as mentioned below and in the Account opening form.

I/We hereby further agree to receive from Oyster Fincap Pvt. Ltd. Statement of Accounts /ledger, Statement of Fund and Securities, Margin Statement relating to my/our account, bills or other Statement(s), related notices, circulars or communication including changes in the terms and conditions of service and such other correspondence, documents and records which may be sent by you from time to time electronically in lieu of the physical mode. Also I/we can download the copy through the secured access provided by Oyster Fincap Pvt. Ltd. using my client specific user id and password.


I/We understand that Non-receipt of bounce mail notification by the stock broker (Oyster Fincap Pvt Ltd) shall amount to delivery of the said document and information at my e-mail ID

I/We further agree that in the absence of my communication from me/us regarding non receipt of documents through e-mail, or notification of any discrepancy within the time limits specified by exchanges from the date of issuance of Digital Contract Note and other documents through e-mail, you may construe that there is a deemed acknowledgment of the documents(s) sent by you electronically. I/We further agree that Oyster Fincap Pvt. Ltd. shall not take cognizance of out of office/out-of-station auto replies and the client shall be deemed to have received such electronic mails.

I/We understand that I am required to intimate any change in the e-mail Id mentioned herein through a physical letter to you. Failure on my/our part to check/verify my/our E-mail account on regular basis shall not be a reason for disputing the receipt of the same, at any time and the payment obligations and transactions and trades shall be adhered to and cleared by me/us.

Email of Client _____

Thanking you,

Client's Signature (11/17)  _____

Client Code: _____

Note: This authorization shall be valid only if signed by the client only and not by any authorized person on his behalf or any holder of the Power of Attorney.

Voluntary Document
RUNNING ACCOUNT AUTHORIZATION

To,

Oyster Fincap Pvt. Ltd.
803, Raheja Centre,
Nariman Point,
Mumbai - 400 021.

Date: _____

Dear Sirs,

I am/We are aware that you have to deliver securities/make payments of funds to me/us for settlement of dealings as per the schedule in force at the relevant time pursuant to directives/regulations/circulars issued by exchanges/regulatory authorities. However, I/We find difficult to carry out repeated pay-in of funds and securities. Therefore I/We hereby authorize you to maintain Running Account(s) for me/us with you.

I/We would like to avoid multiple settlements and therefore request & authorize you to make the "Settlement" as envisaged herein, on a consolidated basis for all exchanges & segments that deal in.

I/We also understand that the above instruction will remain valid from the date of signing of this authorization until revocation by me in writing.

I/We also declare that I/We have been duly informed, that I/We reserve the right to revoke this authorization at any time, and also understand that the revocation, if made by me, shall not be applicable against the outstanding obligations on the settlement date, and that you shall be entitled to retain the requisite securities/funds towards such obligations and may also retain the funds expected to be required to meet margin obligations for next 5 trading days, calculated in the manner specified by the exchanges or make recovery of the outstanding lawful dues payable by me to you.

I/We also understand that the actual settlement of funds and securities shall be done by you, as per my preference given below. While settling the account, you shall send the 'statement of accounts' containing an extract from the ledger/statement of account for funds and an extract from the register of securities displaying all receipts/deliveries of funds/securities.

I/We also agree that I/We shall bring to your notice in writing any discrepancy or dispute arising from the statement of account preferably within 7 working days from the date of receipt of funds/securities or statement, as the case may be.

I/We also agree that if the discrepancy or disputes, if any, in respect of the statement of account and/or statement of securities is not addressed to you in writing preferably within 7 days by me/us then the statement of account and/or statement of securities sent by you to me/us by courier or by postal service or any other permissible mode of communications shall be deemed to be correct and stand deemed to be confirmed by me/us.

I/We further agree and confirm that such periodic settlement of running account may not be necessary if I/We have provided funds received towards collaterals/margin in the form of bank guarantee (BG)/Fixed Deposit receipts (FDR).

Please note that I/We would like the mandatory settlement of funds and securities (if applicable), as below to be made to me/us on the basis indicated below. (tick against your preference)

 Quarterly Basis

 Monthly Basis
Client's Signature: (12/17)  _____

Client's Name: _____

Client's Code: _____

Note: This authorization shall be valid only if signed by the client only and not by any authorized person on his behalf or any holder of the power of Attorney.

Voluntary Document

LETTER OF STANDING INSTRUCTIONS

I/We am/are aware that the below mentioned points are voluntary and I/We have an authority to set aside or revoke any of them, by communicating in writing, whenever I/We want to. I/we am/are giving this authorization for my/our operational convenience.

From:

Name of the Client: _____

Client Code: _____

Address: _____

To,
 Oyster Fincap Pvt. Ltd.
 803, Raheja Centre,
 Nariman Point,
 Mumbai - 400 021.

Dear Sir,

Sub: My/our dealing in the Capital Market/Derivatives Segment of the NSE/BSE.

With reference to the captioned subject, I / We request you to kindly note the following points for smooth Conduct of business operations:

1. I/We am/are agreeable for inter exchange adjustment of payin / payout of securities from cash segment of any exchange to cash segment & towards collateral margin of derivatives segment of NSE/ BSE.
2. I/We am/are agreeable for transfer of credit / debit balances in margin account / client account of cash/derivatives segment against credit / debit balances in margin account / client account of cash / derivatives segment of NSE/BSE and vice versa.
3. I/We am/are agreeable for transfer of credit / debit balance from margin account to client account and from client account to account in cash/derivatives segment.
4. I/We will maintain my / our credit balance in my / our margin account OR Mark to Market account if any with you, which will be adjusted against my / our debit balance in margin account OR Mark to Market account arising out any future transaction & refund the same to us if there is no debit balance.
5. I/We are agreeable for transfer of credit / debit balance Mark to Market / premium account to Margin account and vice versa transfer of credit / debit balance margin account to Mark to Market / Premium account in the Derivatives Segment.
6. I/We am/are Agreeable for and authorise you to withheld my funds payout towards premium payin and all the applicable Margin open interest.
7. I / We am/are aware and have noted that you trade on your PRO/OWN account.
8. I /We have noted Email id for investors grievance as grievances@oysterfincap.com
9. I / We shall not indulge in any sub-broking activities nor issue bills / contracts / confirmation notes / STT form to anyone for trades done on the NSE/BSE.

These standing instructions are valid from the date mentioned above and will be valid until revoked.

Thanking You,

Yours Faithfully,

Client's Signature: (13/17)  _____

Client's Name: _____

Date: _____

Voluntary Document

DECLARATION OF EMPLOYMENT / ASSOCIATION WITH MARKET PARTICIPANT

To,
Oyster Fincap Pvt. Ltd.
 803, Raheja Centre,
 Nariman Point,
 Mumbai - 400 021.

Dear Sirs,

(Please tick the appropriate box)

I, being a client of Oyster Fincap Pvt. Ltd., hereby declare as under:

I am not a Member/Broker of any Stock Exchange

or

I am a Member/Broker of following Stock Exchange/s

I am neither a Sub-Broker nor affiliated in any other capacity to any Member/Broker of any Stock Exchange

or

I am a Sub-Broker affiliated to following Member/Broker of Stock Exchange/s

I am not an employee of any Stock Broker, Sub-Broker or any Stock Exchange.

or

I am employed by the following Stock Broker/ Sub-Broker/Stock Exchange.


I/we hereby declare that I am/we are a Stock Broker / Sub-broker of the _____
 (name of the Stock Exchange where client is a member) and in this regard pursuant to SEBI circular SEBI/
 MIRSD/CIR - 06/2004 dated January 13, 2004, I/we hereby confirm that.

1. I/we have intimated the said Exchange of my/our intention to open a trading account with Oyster Fincap Pvt. Ltd. only for the purposes for my/our proprietary trades (acknowledged copy of intimation letter is attached herewith).
2. I/we do not have trading account with any other Stock Broker/Sub-broker of any recognized Stock Exchange other than the above and we do hereby declare that I/we am/are not in any capacity connected to any other recognized stock exchange.

I hereby further declare that the above information is true and correct to the best of my/our knowledge & belief.

Place: _____

Client's Code: _____

Client's Signature: (14/17)  _____

Client's Name: _____

Voluntary Document

AUTHORISATION FOR ALTERNATE MODE OF ORDER PLACEMENT

Date: _____


To,
Oyster Fincap Pvt. Ltd.
803, Raheja Centre,
Nariman Point,
Mumbai - 400 021.

Dear Sir,

Authorisation for Alternate mode of Order Placement

This is to inform you that I/We understand that the preferred mode for placing of orders for the buying & selling of securities and/or derivatives contract is in writing, however I/We find it extremely difficult to place orders in the desired manner (i.e. in writing) and due to practical considerations I/We request you to accept verbal and/or telephonic orders placed by me.

I/We shall bear full risk & responsibility for my/our verbal and/or telephonic orders and shall not dispute the same, for those not being in writing.

(16/17) 

Client Signature

Name of the Client _____

Voluntary Document

DECLARATION OF JOINT FAMILY BY HUF

Date: _____

To,
Oyster Fincap Pvt. Ltd.
 803, Raheja Centre,
 Nariman Point,
 Mumbai - 400 021.

Client Code: _____

1. WHEREAS the Hindu Undivided Family _____
 (hereinafter referred to as 'the said joint family) carrying on business in the firm name and style of _____
 _____ at _____ or elsewhere (hereinafter referred to as the said HUF), have
 or desire to have Share Trading A/C with OYSTER FINCAP PVT. LTD. (hereinafter referred to as 'Member') we,
 the undersigned, hereby declare.
- (a) that we are the present adult co-parceners of the said joint family:
 (b) that Sh _____ is the present Karta or Manager of the said Joint Family
 (c) that we are entitled to trade in shares and open Share Trading Account of the said Joint Family.
 (d) that each one of us has full and unrestricted authority to act on behalf, and bind, the said HUF and all the
 present as well as future members, both adults and minors, of the said joint family, howsoever constituted
 from time to time.

LIST OF CO-PARCENER

Sr. No.	Name of the Family Member	Relationship with karta	Date of Birth	Signature	(All co-parceners Sign)
1.					
2.					
3.					
4.					
5.					
6.					
7.					
8.					

2. We confirm that the affairs of the said joint family and the business of the said HUF are carried on mainly by the Karta/Manager, the said Sh _____ on behalf of and in the interest and for the benefit of all co-parceners of the said joint family. We hereby authorized the Karta / Manager Sh _____ on behalf of the HUF to deal on Capital Market segment (CM), Futures and Options segment (F&O) or any other segment that may be introduced by Exchanges in future and the said Trading Member is hereby authorised to honor all instructions oral or written given by him on behalf of the HUF.
- Sh. _____ is authorised to sell, purchase, transfer, endorse, negotiate documents and/or otherwise deal through OYSTER FINCAP PVT. LTD. on behalf of the HUF. He is also authorised to sign, execute and submit such applications, undertakings, agreements and other requisite documents, writings and deeds as may be deemed necessary or expedient to open account and give effect to this purpose. We are, however, jointly and severally responsible for all liabilities of the said HUF to the Member and agree and confirm that any claim due to the Member from the HUF shall be recoverable from the assets of any one or all of us and also from the estate of the said joint family including the interest thereon of every co-parcener of the said Joint family, including the share of the minor co-parceners, if any.

3. We undertake to advise the Member in writing of any changes that may occur in the Karta/Managership or in the constitution of the said joint family or of the said HUF and until receipt of such notice by the Member, the Member will be entitled to regard each of us as a member of the said joint family and as a partner of the said HUF and all acts, dealings and transactions purporting to have been done on behalf of the said joint family or of the said HUF before the Member shall have received notice in the manner aforesaid, shall be binding on the said joint family and the said HUF and on their respective estates. We shall, however continue to be liable jointly and severally to the Member for all dues and obligations of the said HUF in the Member's book on the date of the receipt of such notice by the Member and until all such dues and obligations shall have been liquidated and discharged.
4. We recognize that beneficiary account can be opened with Depository Participant only in the name of Karta as per regulations. To facilitate the operation of the above share trading account with you and for the purpose of completing the share transfer obligations pursuant to the trading operations, we authorise you to recognise the beneficiary account no. with Depository opened in these name of Sh _____ who is the Karta / Manager of this HUF.
5. I agree that obligations for share purchase and/or sale by the HUF will be handled and completed through transfers to/from the above mentioned account. I recognise and accept transfers made by you to the beneficiary account as completion of obligations by you in respect of trades executed in the above trading account of the HUF.
6. The names and dates of birth of the present minor-co-parceners of the said joint family are given below. We undertake to inform you in writing as and when each of the said members attains the age of majority and is authorized to act on behalf of, and bind, the said H.U.F.

Name of the Minor	Father's Name	Date of Birth

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

Yours faithfully

(Full signatures of Karta and all major co-parceners)

Karta

Co-parceners 1

Co-parceners 2

Co-parceners 3

Voluntary Document

FORMAT FOR DECLARATION TO BE GIVEN BY PARTNERSHIP ON LETTER HEAD OF THE FIRM.

Date: _____

To,
Oyster Fincap Pvt. Ltd.
 803, Raheja Centre,
 Nariman Point,
 Mumbai - 400 021.

Dear Sir,

We refer to the trading account opened with you in the name of _____
 and declare and authorize you as under:

We recognize that a beneficiary account cannot be opened with a depository participant in the name of a partnership firm as per Regulations. To facilitate the operation of the above trading account with you and for the purpose of completing the securities transfer obligation pursuant to the trading operations, we authorise you to recognize the beneficiary account No. _____ with Depository _____ having DP ID _____ opened as a joint account in the names of the partners of the firm.

We agree that the obligations for shares purchased and or sold by the firm will be handed and complied through transfers to / from the above mentioned account. We recognize and accept transfers made by you to the beneficiary account as complete discharge of obligation by you in respect of traders executed in the above trading account of the firm.

Thanking you,

Yours faithfully,

For M/s. _____

Name (s)	Signature (s)

(Signed by all Partners of the Firm)

Voluntary Document

DRAFT AUTHORITY LETTER IN FAVOUR OF MANAGING PARTNER (S)

(To be obtained on pre-printed Letter Head of firm-only in case of Partnership Firm)

To
Oyster Fincap Pvt. Ltd.
803, Raheja Centre,
Nariman Point,
Mumbai - 400 021.

We the partners of M/s. _____, a partnership firm, having its office at
_____ Office address _____
_____ city _____ state _____ with to open trading account
in Secondary Market on behalf of the firm M/s. _____ with the Trading
Member M/s. Oyster Fincap Pvt. Ltd. for sale and purchase of shares/derivatives instruments in Capital markets
segments and Future and Options segment or any other segment that may be introduced by Stock Exchanges
where Oyster Fincap Pvt. Ltd. is a member: He/she/they is/are authorized on behalf of the firm to deal in equities/
F&O, and the said Trading Member is hereby authorized to honor all instruction oral or written, given on behalf of
the firm by him/her/them.

Mr./Mrs. _____ is authorized to sell, purchase,
transfer; endorse, negotiate documents and/or/otherwise deal through Oyster Fincap Pvt. Ltd. on behalf of the
firm M/s. _____. He she/they is/are also authorized to sign, execute
and submit such applications, undertaking, agreements and other requisite documents, writings and deeds as may
be deemed necessary or expedient to open account and give effect to this purpose.

For _____

For _____

1. Partner _____
(Signature)

2. Partner _____
(Signature)

For _____

For _____

3. Partner _____
(Signature)

4. Partner _____
(Signature)

Date: _____

Place: _____

Voluntary Document

FORMAT OF BOARD RESOLUTION IN CASE OF CORPORATES ON LETTER HEAD OF THE COMPANY

CERTIFIED TRUE COPY OF THE RESOLUTION PASSED AT THE MEETING OF THE BOARD OF DIRECTORS OF M/S. _____ AT _____ HELD ON _____ DAY OF _____ 20__ AT _____ A.M. / P.M.

RESOLVED THAT the Company be registered as Client with M/s. OYSTER FINCAP PVT. LTD. a Trading member of the National Stock Exchange of India Ltd. (NSE) & a Member of Bombay Stock Exchange Ltd. (BSE) for the purpose of dealing in equities, derivatives and the said Member be and is hereby authorised to honor instructions oral or written, given on behalf of the Company by any of the under noted authorised signatories.

Sr. No	Name of Authorised Signatories	Designation	Residential Address	Specimen Signature	Photograph along with sign across photograph

who are authorised to sell, purchase, transfer, endorse, negotiate and/ or otherwise deal through M/s. OYSTER FINCAP PVT. LTD. on behalf of the Company.

RESOLVED FURTHER that any one of the above signatories are hereby authorised to sign, execute and submit such applications, undertakings, agreements and other requisite documents, writings and deeds as may be deemed necessary or expedient to give affect to this resolution.

AND RESOLVED FURTHER THAT, the Common seal of the Company be affixed, wherever necessary, in the presence of any Directors or any one director and Company Secretary, who shall sign the same in token of their presence.

For _____ Ltd.

Director.

(Signature to be verified by the Banker)

Voluntary Document

FORMAT OF DECLARATION TO BE GIVEN BY CORPORATES ON THEIR LETTERHEAD

To
Oyster Fincap Pvt. Ltd.
 803, Raheja Centre,
 Nariman Point,
 Mumbai - 400 021.

Dear Sir,

We hereby certify that the following resolution of the Board of Directors of _____ was duly passed at the Board meeting held on _____

That

1. The Company is empowered to deal in equities, derivatives and agrees to the terms & conditions of **M/s. Oyster Fincap Pvt. Ltd.** as per the Client Registration Form and the allied documents forming part of the Client Registration Kit.
2. **M/s. Oyster Fincap Pvt. Ltd.** is hereby authorized to act on the oral or written instructions of any or more of the following persons:

Name (s)	Signature (s)

For _____ Ltd.

 Signature of Chairman / Director

Date: _____

Place: _____

**Voluntary Document
AUTHORITY FOR COLLECTION OF DOCUMENTS**

Date : _____

To,
Oyster Fincap Pvt. Ltd.
803, Raheja Centre, Nariman Point, Mumbai - 400 021.

Dear Sir,


In reference to my/our dealings with you as your client, I/we hereby authorize the following persons to collect and acknowledge various documents except your obligation towards SEBI / Exchange such as contracts, bills , ledger statements, cheques, transaction statements or any other documents on my/our behalf and the same will be binding on me/us:

Sr No	Name	Full Signature	Initials
1			
2			
3			
4			

Thanking you,

Client Name : _____

Client Code : _____

(17/17) 
Signature : _____

Format of letter to be obtained from a Bank to establish operation of bank account, personal Identity & Signature

To, _____ Date : _____

OYSTER FINCAP PVT. LTD.
803, Raheja Centre,
Nariman Point,
Mumbai - 400 021.

Dear Sir,

This is to certify that the savings / current account No. _____ of Mr./Ms./M/s. _____ held jointly with Mr./Mrs./M/s. _____ with our branch, has been active since _____ years / months and the operation of the account has been satisfactory.

We further confirm that the photograph herein bears true likeness to the identify of the above mentioned person & that the address of the person is given below :

Address _____

(Bank stamp across photograph)

The letter is issued at the request of Mr./Mrs. _____ without any risk and responsibility on the part of the bank or its signing official.



(Signature of client)

Signature in my presence and attested.

(Name of the Branch Manager)

(Signature of Branch Manager)

(Stamp of the Bank and Branch)

To,
Oyster Fincap Pvt. Ltd.
 803, Raheja Centre,
 Nariman Point,
 Mumbai - 400 021.

RECEIPT

I acknowledge with thanks the receipt of a copy of KYC kit with supporting mandatory & voluntary client registration document as per SEBI guidelines. conveyed through BSE Notice No. 20080624 dt.24/6/2008 and NSE circular No. NSE / INSP/2008/67 dt.23 /6/2008. & NSE / INSP / 18677 Dt. 22/8/2011



Client's Signature

Name of the Client _____

Client Code: _____

Email ID: _____

Date: _____

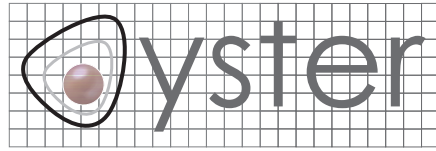
FOR OFFICE USE ONLY

UNIQUE CONSTITUENT CODE :

(To be inserted by Oyster branch)

	NAME	SIGNATURE AND DATE
ENTERED BY		
VERIFIED BY		
AUTHORISED BY		

**THIS PAGE IS INTENTIONALLY
KEPT BLANK**



OYSTER FINCAP PVT. LTD.

CLIENT REGISTRATION KIT

INDIVIDUAL / NON INDIVIDUAL

(BSE / NSE)

NAME OF CLIENT : _____

CLIENT CODE : _____

INSTRUCTIONS FOR FILLING UP THE ACCOUNT OPENING FORMS

1. Please provide all the information asked for in the form and attach self attested copies of the documents required along with the form.
2. Please provide clear, legible copies of the documents.
3. Please bring original documents for verification at the time of KYC Form submission.
4. Please note that any proof other than mentioned herein would not be accepted.
5. All proofs, photographs and signatures on the form should be clearly visible and legible.
6. All documentary proofs should be verified with originals and signed and stamped with "Verified with original" rubber stamp.
7. The account opening form, should be filled properly and completely and signed on all pages.
8. If the client's occupation is 'student', then please provide an attested copy of 'Photo Identity Card' issued by college / educational Institution.
9. You are advised to read and understand each and every document before signing it. It is compulsory to sign the applicable mandatory documents. For the voluntary documents, please sign all and / or the relevant document in accordance with the services required by you from the Member.
10. Please note that Pincode, Telephone / Mobile No. must be provided in the address details by you.
11. Please ensure that your name and signature, among other information, are the same at all placed as appearing on you PAN Card.
12. Permanent & Correspondance address given in the form should be same it appears on the address proof. In case permanent and correspondence addresses are different make sure to provide address proof for both of them.
13. Witness name, address must be provided wherever he signs any document.
14. All fields are to be filled / answered. Not applicable (N.A.) to be mentioned in the columns not applicable to the clients. Wherever applicable, relevant columns should be tick marked and strike off the portion of KYC forms which is not applicable.
15. Please affix full signature together with seal wherever tick (_____) mark is indicated.
Client Signature
16. Please avoid overwriting, correction if any in the documents should be countersigned with full signature. Note : White (correction) ink is not allowed either on the form or on the agreement.
17. Signatures other than in English, Hindi or any of other languages not contained in the 8th Schedule of the Constitution of India as also thumb impression must be attested by a magistrate or a Notary Public or Gazetted officer.
18. All the documents such as PAN card, address proof should be provided for all joints holders in case of DP Account in joint names.
19. The information given here would be kept confidential. Howe ver if the information is required by SEBI, by any stock exchange or by any government agency it may be given to them.
20. For any complaints / grievances please mail to grievances@oysterfincap.com
21. In case the investor is a spouse / child, where proof of address is in the name of spouse/ parent then the documents such as ration card, school certificate etc., evidencing their relationship should be submitted or as advised by the Member.