

Loan Against Securities

(Individual & Non-Individual)

NarnoliaTM

Client ID _____

Client Name _____

BR/FR Code/ Name _____ Received on _____

RM/Introducer/Reference _____ Activated on _____

MESSAGE FROM TEAM NARNOLIA

Dear Customer,

Greetings from Narnolia...!!!

We take this opportunity to thank you for reposing faith in us. We have always believed that you are the most precious miracle in our business and we sincerely hope that you will be delighted with the excellent servicing standards and quality of our Company.

We at Narnolia aim at enhancing experience and simplifying processes for our customers. This Account Opening Form is another step towards the very aim - making the process of entering a new financial relationship easier.

We would require your co-operation in completing the relevant forms and submitting the relevant documents/proofs as required for meeting regulatory norms. We take pleasure and pride in introducing this Account Opening form as one of the **shortest and simplest** in the industry.

With this, we also urge you to write to us on care@narnolia.com for queries or feedback. We would be happy to assist and comply with your requirement

Assuring you our best of service

Warm Regards,
Team Narnolia

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* Note : Page No. 2, 28, 34, 36 & 38 Intentionally left Blank

Other documents along with Loan against Securities Account Opening Kit:

01.	HDFC Bank Account Opening Form
02.	FATCA - HDFC Bank Format
03.	Aadhaar Updating HDFC Bank Format (For Authorised Signatory Incase Of Non-Individual)
04.	Vernacular Language Declaration

Name Of NBFC (Lender):	NARNOLIA CAPITAL ADVISORS PVT. LTD.
RBI Certificate Registration No.:	B.05.02568
CIN:	U65993WB1991PTC053089

Regd. Office Address:	236B, AJC Bose Road, 2nd Floor, Room No. 201, Kolkata – 700020 Ph: 033 40501500, 40541700, Email: las@narnolia.com, Website: www.narnolia.com
Correspondence Office Address:	Arch Waterfront, 5th Floor, Block GP, Salt Lake, Sector V, Plot No. F4, Nabadiganta, Kolkata-700 091 Ph: 40541700, Email: las@narnolia.com, Website: www.narnolia.com

Client Complaint Redressal Officer & Email Id :	Mr. Rajesh Pareek; Ph: 033-40541730; Email: rpareek@narnolia.com
Client Complaint redressal Officer & Email Id (Next Level Escalation):	Mr. Mohan Kumar; Ph: 033-40541705; Email: mohan@narnolia.com

You can also lodge your grievances with RBI at: Reserve Bank of India, 5th Floor, 15 Netaji Subhas Road, Kolkata-700 001. Ph: 91 33 2231 2121, 91 33 22303299, Fax: +91 33 22309589

ACKNOWLEDGEMENT OF RECEIPT OF APPLICATION FORM**Narnolia™**

Date: _____

Borrower's Copy

LAS A/c No. _____

Received application for "Loan against Securities" from: Mr./Mrs./Ms./ M/s _____

Address: _____

Executive Name: _____ Signature & Stamp _____

Your application for Loan against Securities will be disposed off within maximum 60 days from the date of submission of complete Application Form along with all required documents.

For any queries, please e-mail us at las@narnolia.com or call us at 033 4054 1700 Ext 730 / 823
Narnolia Capital Advisors Pvt. Ltd. 236B, AJC Bose Road, 2nd Floor, Room No. 201, Kolkata – 700020

ACKNOWLEDGEMENT OF RECEIPT OF APPLICATION FORM**Narnolia™**

Date: _____

Lender's Copy

LAS A/c No. _____

Received application for "Loan against Securities" from: Mr./Mrs./Ms./ M/s _____

Address: _____

Executive Name: _____ Signature & Stamp _____

Your application for Loan against Securities will be disposed off within maximum 60 days from the date of submission of complete Application Form along with all required documents.

For any queries, please e-mail us at las@narnolia.com or call us at 033 4054 1700 Ext 730 / 823
Narnolia Capital Advisors Pvt. Ltd. 236B, AJC Bose Road, 2nd Floor, Room No. 201, Kolkata – 700020

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DOCUMENT CHECKLIST

Common for All

- 1) Cheque of Rs.1,000/- from Borrower, drawn in favour of "HDFC Bank Ltd., A/c (Borrower Name) _____ ☐
- 2) Cheque of Rs.750/- for Registration charges from Borrower, in favour of "NARNOLIA CAPITAL ADVISORS PVT. LTD." ☐
- 3) Security Cheque in Favour of "NARNOLIA CAPITAL ADVISORS PVT. LTD." account payee, undated duly signed by Borrower ☐
- 4) "Networth Certificate" issued by a Practising CA on its Letter head, signed with seal & Membership No. & also to be signed by the Borrower ☐
- 5) Balance Sheet along with IT Return Acknowledgement of last 2 Financial Year's duly signed by the Borrower (to be submitted every year) ☐
- 6) Latest passport size colour photograph of the Individual Borrower/signing authority (Non-Individual) (2 copies) ☐

Instructions

- 1) The Borrower should sign wherever there is hand symbol "✍" & Tick Mark "✓"
- 2) Affix colour photograph of the Borrower & sign across it on A/c opening KIT & HDFC Bank form (Provided Separately)
- 3) Soft copy of Board Resolution & Formats to be printed on letter head will be provided separately in case of Non- Individual
- 4) Photocopy of documents should be on A4 paper & clearly Legible.

INDIVIDUAL

- 1) PAN Card self certified (2 copies) ☐
- 2) Aadhaar Card self certified (2 copies) ☐
- 3) Address proof (any one) self certified : Valid Passport or Voter ID or Driving License (2 copies) ☐

Note: - If the correspondence address is different from permanent address, then provide documents for both the addresses proof.

NON-INDIVIDUAL

Limited Company

- 1) PAN Card of Company duly signed with Company stamp (2 copies) ☐
- 2) Print out of Company Master Data from www.mca.gov.in as Proof of Address duly signed with Company Stamp (2 copies) ☐
- 3) Print out of list of signatories from www.mca.gov.in duly signed with Company Stamp (2 copies) ☐
- 4) PAN Card of signing Directors & all persons Authorised in the Board Resolution self certified without stamp (2 Copies) ☐
- 5) Aadhaar Card of signing Directors & all persons Authorised in the Board Resolution self certified without stamp (2 Copies) ☐
- 6) Address Proof of signing Directors & all persons Authorised in the Board Resolution, any One: Valid Passport or Voter ID or Driving License self certified without stamp (2 copies) ☐
- 7) MOA duly Signed with company stamp on Cover Page, all certificate of Incorporation, MOA 1st page, MOA last page, AOA 1st page, AOA last page, AOA page where list of First Directors of Company is given & at all places where modification is done (2 copies) ☐
- 8) Certificate of commencement of business (in case public limited company) duly signed with Company stamp (2 copies) ☐
- 9) GST registration Certificate duly signed with Company stamp (2 copies) ☐

HUF

- 1) HUF PAN Card duly signed by karta with HUF stamp (2 copies) ☐
- 2) Address Proof of HUF duly signed by Karta with HUF stamp, any one: Bank Statement (with transactions not more than 3 months old) or Telephone Bill (not more than 2 months old) or Electric Bill (not more than 2 months old) (2 Copies) ☐
- 3) PAN Card of the Karta self certified without stamp (2 copies) ☐
- 4) Aadhar Card of the Karta self certified without stamp (2 copies) ☐
- 5) Address proof of Karta, any one: Valid Passport or Voter ID or Driving License self certified without stamp (2 copies) ☐

PROPRIETORSHIP FIRM

- 1) Proprietor PAN Card self certified without stamp (2 copies) ☐
- 2) Aadhar Card of Proprietor self certified without stamp (2 copies) ☐
- 3) Address proof of Proprietor self certified without stamp, any one: Valid Passport or Voter ID or Driving License (2 copies) ☐
- 4) Address proof of Firm duly signed by the proprietor with Firm Stamp, any one: Bank Statement of the Firm (within current 6 months) or TAN Allotment letter or CST / VAT /Service Tax Certificate (2 copies) ☐
- 5) GST registration Certificate duly signed by the proprietor with Firm Stamp (2 copies) ☐
- 6) Valid Trade License or Certificate of Registration issued by State / Central government authority (Validity would include the grace period for renewal as mentioned in the certificate) of Firm duly signed by the Proprietor with Firm Stamp as proof of business existence (2 copies) ☐

PARTNERSHIP FIRM

- 1) PAN Card of the Partnership Firm duly signed by the Partner with Firm stamp (2 copies) ☐
- 2) Address proof of Partnership Firm duly signed by the Partner with Firm Stamp, any one: Telephone Bill (within current 2 month) or Electricity Bill (within current 2 month) or Bank Statement (within current 3 month) (2 copies) ☐
- 3) PAN Card of all the individual Partners self certified without stamp (2 copies) ☐
- 4) Aadhar Card of all the individual partners self certified without stamp (2 copies) ☐
- 5) Address proof of all the individual Partners, any one: Valid Passport or Voter ID or Driving License self certified without stamp (2 copies) ☐
- 6) "Partnership Deed." duly signed by all the partners with Firm Stamp (2 copies) ☐
- 7) "Partnership Registration Certificate" duly signed by all the partners with Firm Stamp (2 copies) ☐
- 8) Valid Trade License or Certificate of Registration issued by State / Central government authority (Validity would include the grace period for renewal as mentioned in the certificate) of Firm duly signed by the Partner with Firm Stamp - 2 copies (as proof of business existence) ☐
- 9) GST registration Certificate duly signed by the partner with Firm stamp (2 copies) ☐
- 10) Incase of Non Individual partner please refer to (**) ☐

LIMITED LIABILITY PARTNERSHIP (LLP)

- 1) PAN Card of the LLP Firm duly signed by the Designated Partner with LLP stamp (2 copies) ☐
- 2) Print out of Company Master Data from www.mca.gov.in as Address Proof of LLP Firm duly signed by the Designated Partner with LLP stamp (2 copies) ☐
- 3) Print out of List of Signatories from www.mca.gov.in for the LLP Firm duly signed by the Designated Partner with LLP stamp (2 copies) ☐
- 4) PAN Card of all individual Designated Partners & all persons Authorised in the Board Resolution self certified without stamp (2 copies) ☐
- 5) Address Proof of all individual Designated Partners & all persons Authorised in the Board Resolution self certified without stamp, any one: Valid Passport or Voter Id or Driving License (2 copies) ☐
- 6) Aadhaar Card of all individual designated partners & all persons Authorised in the Board Resolution self certified without stamp (2 copies) ☐
- 7) Notarised Agreement or Notarised Partnership Deed of LLP Firm duly signed by the designated Partner with LLP Stamp (2 copies) ☐
- 8) Partnership Registration Certificate of LLP Firm duly signed by the Designated Partner with LLP Stamp (2 copies) ☐
- 9) Current Trade License or Certificate of Registration issued by State / Central Govt. of LLP Firm duly signed by the Designated Partner with LLP Stamp (2 copies) (as proof of business existence) ☐
- 10) Incase of Non Individual partner please refer to (**) ☐

() FOR ONLY NON INDIVIDUAL PARTNERS (LLP & PARTNERSHIP FIRM)**

- 1) PAN Card of all the Non Individual Partners duly signed with stamp (2 copies) ☐
- 2) Print out of Company Master Data from www.mca.gov.in as Address Proof of all Corporate Partners duly signed with Company stamp (2 copies) / Address Proof of HUF duly signed by Karta with HUF stamp, any one: Bank Statement (with transactions not more then 3 months old) or Telephone Bill (not more then 2 months old) or Electric Bill (not more then 2 months old) (2 Copies) ☐
- 3) Print out of List of Signatories from www.mca.gov.in for all Corporate Partners duly signed with Company stamp (2 copies) / List of HUF members on letter head. ☐
- 4) MOA duly signed with Company stamp on Cover Page, all certificate of Incorporation, MOA 1st page, MOA last page, AOA 1st page, AOA last page and in the page of AOA where list of 1st Directors of Company is given (2 copies) ☐
- 5) PAN Card of signing Directors & all persons Authorised in the Board Resolution self certified without stamp (2 Copies) ☐
- 6) Aadhaar Card of signing Director's & all persons Authorised in the Board Resolution self certified without stamp (2 Copies) ☐

PRODUCT MODULE LOAN AGAINST SECURITIES

1. NARNOLIA CAPITAL ADVISORS PVT. LTD. (hereinafter referred to as NCAPL or the company) will lend funds to the borrower against specified securities which has been defined or detailed in LOAN AGREEMENT as security shares or security or securities. Securities can be in form of Shares, Bonds, Mutual fund etc. as per NCAPL approved list of securities.
2. To avail the loan facility from NCAPL, the borrower will have to -
 - (a) submit duly filled & signed application form for loan.
 - (b) enter into loan agreement with NCAPL.
 - (c) open Bank account with HDFC Bank Ltd. with a POA in favor of NCAPL to operate the bank account.
 - (d) open the DEMAT account with Narnolia Financial Advisors Limited with a POA in favor of NCAPL
 - (e) submit Balance Sheet Along with Acknowledge IT Return of Last 2 (Two) Financial Year & Latest Net worth Certificate.
 - (f) make an application for ENET Addition, after obtaining POA Bank Account Number.
 - (g) provide an A/c payee undated Security cheque duly signed & drawn in favour of “**NARNOLIA CAPITAL ADVISORS PVT. LTD.**”
 - (h) submit all necessary document's as detailed in document's check list.
3. Ceiling on Client-wise and Security-wise funding
 - (a) The company will lend to the borrower subject to applicable ceiling limit on borrower wise and security wise lending at the time of lending the borrower. The applicable ceiling limit can be changed any time by the company and the borrower agrees that the borrower will follow the same. The company will lend to the borrower depending upon the number and category of securities offered by the borrower. The applicable ceiling on the basis of number of securities is depicted herein below:-
 - i. Minimum 3 Scrips of basket is required
 - ii. Single Scrip weightage should not exceed 33 % of the entire portfolio in case client is having only 3 scrips.
 - iii. Single Scrip weightage should not exceed 25 % of the entire portfolio in case client is having more than 3 scrips.
 - iv. Category D scrip should not exceed 20% of the entire portfolio.

The aforesaid ceiling limit can be enhanced subject to approval of Risk Management committee.

- (b) Currently the company has 4 (Four) Categories of stock in approved list of Securities. Category A stocks, Category B stocks, Category C stocks and Category D stocks. The company lend against a margin of 50% on the portfolio if the portfolio consists of 3 or more securities. The borrower has to maintain the applicable minimum margin of the adjusted portfolio level or the minimum margin as specified for the borrower from time to time. The borrower can check the terms related to margin in the loan agreement.

For clarity purpose, please go through the illustration detailed herein below:-

For example:

Mr. A, has in his portfolio Rs 07 lac of Reliance Industries, Rs 07 lac of Tata Steel and Rs 06 lac of Suzlon Energy. The portfolio margin requirement is of 50% and thus the funding would be limited to Rs. 10 lac. If the funding amount is Rs 10 lac, the portfolio margin stands at 50%. If next day the portfolio value falls to Rs. 18 lac, the portfolio margin would be 44.44% and hence the client will need to pay Rs 1 Lac or dispose of stocks worth Rs 2 Lac to maintain the margin of 50%


Note: - In case the portfolio margin falls below 40%, the risk management department can reduce the loan amount & enhance the margin by selling the collaterals without any further intimation.

4. The borrower will sign the Loan Confirmation on Quarterly basis and submit the same to the Lender within 15 days from the end of every Quarter. In the event of non receipt of signed Loan confirmation within 15 days it will be treated as “Event of Default”.
5. The commitment to carry on the loan from NBFC would be as per SCHEDULE TO LOAN CUM PLEDGE AGREEMENT at the end of that period, the NBFC has the option to renew the loan or not. Any renewal of Loan thereafter will be at the sole discretion of the NBFC. However this does not exclude the lender to close the loan account at any time under the



circumstances that form part of the agreement for this purpose.

6. The interest rate would be as per SCHEDULE TO LOAN CUM PLEDGE AGREEMENT. The interest amount is to be paid within 7th day of following month. If the outstanding interest amount is not paid within the mentioned time, then the outstanding interest amount will be added to the principle loan amount and the subsequent interest will be calculated on principle plus outstanding interest amount from the 1st day of the following month. The lender may also call back the entire loan for such default.
7. The total loan sanctioned for any individual or non-individual will be Maximum 4 times of his/her/its total Net worth unless exception is approved by the Risk Management Committee on case to case basis. The excess will be at the sole discretion of the NBFC.
8. The benefits of any corporate action like dividend, bonus, rights etc will be transferred to the borrower as and when due/received.

Signature of the Borrower:  _____

Date: _____

Place: _____

PHOTO

Please affix the recent passport size photograph and Sign across



Name	Prefix																										
(Same as ID proof)																											
Maiden Name (If any)																											
Father / Spouse Name																											
Mother Name																											
PAN.																											
UID (Aadhaar) No.																											
Date of Birth		<div> <div><div></div><div></div></div> <div>–</div> <div><div></div><div></div></div> <div>–</div> <div><div></div><div></div><div></div><div></div></div> </div>																									
Gender	<input type="checkbox"/> Male	<input type="checkbox"/> Female	<input type="checkbox"/> Transgender																								
Marital Status	<input type="checkbox"/> Married	<input type="checkbox"/> Unmarried	<input type="checkbox"/> Others (please specify) _____																								
Qualification	<input type="checkbox"/> Graduate	<input type="checkbox"/> Post Graduate	<input type="checkbox"/> Professional <input type="checkbox"/> Others _____																								
Residence Occupancy	<input type="checkbox"/> Owned	<input type="checkbox"/> Rented	<input type="checkbox"/> Leased <input type="checkbox"/> Others _____																								
Occupation Type	<input type="checkbox"/> Service	<input type="checkbox"/> Private Sector	<input type="checkbox"/> Public Sector <input type="checkbox"/> Government Sector																								
	<input type="checkbox"/> Student	<input type="checkbox"/> Professional	<input type="checkbox"/> Self Employed <input type="checkbox"/> Retired																								
	<input type="checkbox"/> Business	<input type="checkbox"/> Housewife	<input type="checkbox"/> Others (please specify) _____																								

Address _____

Nearest Landmark _____ City/town/village: _____

State: _____ Country: _____ Pin Code:

--	--	--	--	--	--	--

Address Type ☐ Residential ☐ Business ☐ Registered Office ☐ Others _____

Address _____

Nearest Landmark _____ City/town/village: _____

State: _____ Country: _____ Pin Code:

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Name of the Company/Firm _____

Address _____

Nearest Landmark _____ City/town/village: _____

State: _____ Country: _____ Pin Code:

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5. CONTACT DETAILS OF THE BORROWER (All communications will be sent on provided mobile no. / Email-ID)

Tel. (Off)	<input type="text"/>	Tel. (Res)	<input type="text"/>
Mobile	<input type="text"/>	FAX	<input type="text"/>
Email ID	<input type="text"/>		

6. BANK DETAILS OF THE BORROWER

1. Bank Account Type	<input type="checkbox"/> Saving Account	<input type="checkbox"/> Current Account	<input type="checkbox"/> Others (Please specify) _____
2. Bank Account Number	<input type="text"/>		
3. Bank Name	<input type="text"/>		
4. Branch Address	<input type="text"/>		
5. MICR Code	<input type="text"/>	6. IFSC	<input type="text"/>

7. DEPOSITORY / TRADING ACCOUNT DETAILS OF THE BORROWER

DP Name	DP ID	Client Name	Client ID	Trading UCC
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

8. OTHERS DETAILS OF THE BORROWER (please tick any one)

Gross Annual Income Details	<input type="checkbox"/> Below Rs. 1 Lac	<input type="checkbox"/> Rs. 1 - 5 Lac	<input type="checkbox"/> Rs. 5 - 10 Lac	<input type="checkbox"/> Rs. 10 - 25 Lac	<input type="checkbox"/> More than Rs. 25 Lac
Networth	Amount (Rs.) _____		As on date <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>		
Please tick, if applicable :	<input type="checkbox"/> Politically Exposed Person (PEP)		<input type="checkbox"/> Related to a Politically Exposed Person (RPEP)		

9. PAST ACTIONS DETAILS OF THE BORROWER

- Details of any action/proceedings initiated/pending/taken by SEBI/RBI/any other authority against the borrower during the last 3 years : _____
- Any other information _____

10. APPLICANT DECLARATION

- I/We confirm that I/we are permanent resident Indian.
- I/We confirm that I/we will not provide securities or shares of the companies in which I/we am/are director or promoter as margin or security margin for the loan availed by me/us under the loan agreement executed with NARNOLIA CAPITAL ADVISORS PVT. LTD. (NCAPL).
- I/We understand that the sanction of the facility is subject to execution of necessary securing documentation as per the NCAPL requirements from me/us.
- I/We agree to comply with the rules of the NCAPL/RBI in force from time to time and agree to be bound by them.
- I/We agree that the NCAPL/RBI and/or its agent (Internal/External) have a right to make enquiries about my/our affairs as they may think fit.
- I/We declare that all the particulars and information given in the application form are true, correct, complete and up-to-date in all respects and I/we have not withheld any information. I/We confirm that I/we have had no insolvency initiated against me/our nor I/we have been adjudicated insolvent. I/We have read the application form and brochures and I/we am/are aware of all the terms /conditions of availing finance from NCAPL /its Group Companies /Agents. I/We authorize NCAPL /its Group Companies/Agents to make references and enquiries related to information in this application which NCAPL /its Group Companies/Agents consider necessary. I/We undertake to inform NCAPL /its group Companies/Agents regarding change in my/our residence or office address and to provide any further information that NCAPL /its group Companies/Agents may require. I/We agree that my/our loan shall be governed by the rules of NCAPL/RBI /its Group Companies/Agents which may be in force from time to time. NCAPL /its Group Companies/Agents reserve the right to reject any application without providing any reason. I/We authorize NCAPL / All other group companies of NCAPL Group and their agents to exchange, share or part with all the information relating to my/our loan details and repayment history information to other NCAPL Group Companies/Banks/ Financial Institution/Credit Bureaus/Agencies/Statutory Bodies as may be required and shall not hold NCAPL /All other group companies of NCAPL and their agents liable for use of this information.
- The documents submitted by me/us as per document's check list in pageno 03 & 04 are true, correct and complete and are in my/our knowledge
- I/We have been explained in English or the vernacular language understood by me/us, the terms & conditions of this application as well as the terms & conditions of the Loan Documents to be executed by me/us to avail the loan.

Date: _____

Place: _____

PHOTO

Please affix the recent passport size photograph and Sign across



PHOTO

Please affix the recent passport size photograph and Sign across

☐ Others (please specify) _____

[illegible]

D	D	M	M	Y	Y	Y	Y
---	---	---	---	---	---	---	---

[illegible]

D	D	M	M	Y	Y	Y	Y
---	---	---	---	---	---	---	---

[illegible][illegible][illegible]

Address

Address _____

State: _____ Country: _____ Pin Code:

--	--	--	--	--	--

Address _____

State: _____ Country: _____ Pin Code:

--	--	--	--	--	--

State: _____ Country: _____ Pin Code:

--	--	--	--	--	--



5. CONTACT DETAILS OF THE BORROWER (All communications will be sent on provided mobile no. / Email-ID)

Tel. (Off)	<input type="text"/>	Tel. (Res)	<input type="text"/>
Mobile	<input type="text"/>	FAX	<input type="text"/>
Email ID	<input type="text"/>		

6. BANK DETAILS OF THE BORROWER

1. Bank Account Type	<input type="checkbox"/> Saving Account	<input type="checkbox"/> Current Account	<input type="checkbox"/> Others (Please specify) _____
2. Bank Account Number	<input type="text"/>		
3. Bank Name	<input type="text"/>		
4. Branch Address	<input type="text"/>		
5. MICR Code	<input type="text"/>	6. IFSC	<input type="text"/>

7. DEPOSITORY / TRADING ACCOUNT DETAILS OF THE BORROWER

DP Name	DP ID	Client Name	Client ID	Trading UCC
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

8. OTHERS DETAILS OF THE BORROWER (please tick any one)

Gross Annual Income Details	<input type="checkbox"/> Below Rs. 1 Lac	<input type="checkbox"/> Rs. 1 - 5 Lac	<input type="checkbox"/> Rs. 5 - 10 Lac	<input type="checkbox"/> Rs. 10 - 25 Lac	<input type="checkbox"/> Rs. 25 lac - 1 Cr.	<input type="checkbox"/> More than Rs. 1 Cr.
Networth	Amount (Rs.) _____		As on date		<input type="text"/>	<input type="text"/>
Please tick, if applicable for any of your authorised signatories / Promoters / Partners / Karta / Trustees / Whole Time Directors :			<input type="checkbox"/> Politically Exposed Person (PEP) <input type="checkbox"/> Related to a Politically Exposed Person (RPEP)			

9. PAST ACTIONS DETAILS OF THE BORROWER

- Details of any action/proceedings initiated/pending/taken by SEBI/RBI/any other authority against the borrower /applicant/constituent or its partners/promoters/whole time directors/authorized persons during the last 3 years: _____
- Any other information _____

10. APPLICANT DECLARATION

- I/We confirm that I/we will not provide securities or shares of the companies in which I/we am/are director or promoter as margin or security margin for the loan availed by me/us under the loan agreement executed with NARNOLIA CAPITAL ADVISORS PVT. LTD. (NCAPL).
- I/We understand that the sanction of the facility is subject to execution of necessary securing documentation as per the NCAPL requirements from me/us.
- I/We agree to comply with the rules of the NCAPL/RBI in force from time to time and agree to be bound by them.
- I/We agree that the NCAPL/RBI and/or its agent (Internal/External) have a right to make enquiries about my/our affairs as they may think fit.
- I/We declare that all the particulars and information given in the application form are true, correct, complete and up-to-date in all respects and I/we have not withheld any information. I/We confirm that I/we have had no insolvency initiated against me/our nor I/we have been adjudicated insolvent. I/We have read the application form and brochures and I/we am/are aware of all the terms /conditions of availing finance from NCAPL /its Group Companies /Agents. I/We authorize NCAPL /its Group Companies/Agents to make references and enquiries related to information in this application which NCAPL /its Group Companies/Agents consider necessary. I/We undertake to inform NCAPL /its group Companies/Agents regarding change in my/our residence or office address and to provide any further information that NCAPL /its group Companies/Agents may require. I/We agree that my/our loan shall be governed by the rules of NCAPL/RBI /its Group Companies/Agents which may be in force from time to time. NCAPL /its Group Companies/Agents reserve the right to reject any application without providing any reason. I/We authorize NCAPL / All other group companies of NCAPL Group and their agents to exchange, share or part with all the information relating to my/our loan details and repayment history information to other NCAPL Group Companies/Banks/ Financial Institution/Credit Bureaus/Agencies/Statutory Bodies as may be required and shall not hold NCAPL /All other group companies of NCAPL and their agents liable for use of this information.
- The documents submitted by me/us as per document's check list in pageno 03 & 04 are true, correct and complete and are in my/our knowledge
- I/We have been explained in English or the vernacular language understood by me/us, the terms & conditions of this application as well as the terms & conditions of the Loan Documents to be executed by me/us to avail the loan.

Date: _____

Place: _____

REQUEST LETTER FOR LAS FACILITY

From,

To,

NARNOLIA CAPITAL ADVISORS PVT. LTD.
236B, AJC Bose Road, 2nd Floor, Room No. 201,
Kolkata - 700020



Application for : Loan against Securities

Amount / Limit: Rs. _____ (In Words) _____

Dear Sir/Madam,

I/We hereby request you to kindly grant me/us "Loan against Securities" of Rs. _____ (In Words)
_____ against such securities as
may be required by you from time to time.

Yours Truly,



Signature of the Borrower:  _____

Date: _____

Place: _____

FREE OF CHARGE LETTER

From,

To,

NARNOLIA CAPITAL ADVISORS PVT. LTD.
236B, AJC Bose Road, 2nd Floor, Room No. 201,
Kolkata - 700020



Sub: Loan Against Securities (LAS) facilities secured by shares/securities/mutual fund units/bonds etc.

Dear Sir/Madam,

I/We hereby confirm that the shares, securities, mutual funds, bonds etc. (the eligible securities) which are or will be in my/our depository account whose Power of Attorney has been granted in your favour and/or pledged / transferred, agreed to be pledged/transferred to NARNOLIA CAPITAL ADVISORS PVT. LTD. as security for availing Loan against Securities facility, are held by me/us and are in my/our own name. Further I/we am/are the true and rightful owner of the eligible securities and they are free from all charges, lock-in and encumbrances.

Yours Truly,

Signature of the Borrower:  _____

Date: _____

Place: _____

AUTHORITY LETTER FOR SQUARING OFF OR SALE OF SECURITIES

From,

To,

NARNOLIA CAPITAL ADVISORS PVT. LTD.
236B, AJC Bose Road, 2nd Floor, Room No. 201,
Kolkata - 700020



Sub: Authority Letter for Squaring off or Sale of Security against Loan

Dear Sir/Madam,

This has reference to my/our application for availing loan against security facility as per the terms and conditions stated in Loan Cum Pledge Agreement & Schedule to Loan Cum Pledge Agreement.

I/We hereby irrevocably authorize you to square off at your sole discretion, my/our outstanding positions or sell the securities placed as margin in my/our account, without any reference to me/us and without any prior notification, if the margin falls below such minimum percentage as specified in **PRODUCT MODULE LOAN AGAINST SECURITIES** or as may be amended from time to time.

I/We understand and agree that any resultant or associated losses that may occur due to such squaring off or sale of securities shall be borne by me/us and I/we hereby agree to indemnify and keep you fully indemnified and hold you harmless against any such loss or any other damages, cost, charges and other expenses that may be incurred by you in this behalf. I/We further undertake that I/we shall have no claim whatsoever on you for your selling of the security under above circumstances (eg. for scrip selected for sale, lower reliasation, non intimation before sale, no time given etc.).

Yours Truly,

Signature of the Borrower:  _____

Date: _____

Place: _____

DEMAND PROMISSORY NOTE

From,

To,

NARNOLIA CAPITAL ADVISORS PVT. LTD.
236B, AJC Bose Road, 2nd Floor, Room No. 201,
Kolkata - 700020



Dear Sir/Madam,

ON DEMAND I/we unconditionally promise to pay NARNOLIA CAPITAL ADVISORS PVT. LTD. mentioned above, the sum of Rs. _____ (Rupees _____) with interest _____ per annum or at such rate as NARNOLIA CAPITAL ADVISORS PVT. LTD. may from time to time fix or at a rate which may from time to time be assigned by NARNOLIA CAPITAL ADVISORS PVT. LTD. for value received. Presentment for payment and noting and protest of this Note are hereby unconditionally and irrevocably waived.



Yours Truly,

Signature of the Borrower:  _____

Date: _____

Place: _____

Rs. 1/-
Affix Revenue
Stamp &
Sign across it



LETTER OF CONTINUITY

From,

To,

NARNOLIA CAPITAL ADVISORS PVT. LTD.
236B, AJC Bose Road, 2nd Floor, Room No. 201,
Kolkata - 700020




Dear Sir/Madam,

I/We enclose my/our Promissory Note for Rs. _____ (Rupees _____
_____) payable on demand which is given by me/us as security for repayment of the
Loan together with the interest and other amounts due hereunder and which may hereafter become due and payable by
me/us to NARNOLIA CAPITAL ADVISORS PVT. LTD.

Notwithstanding the fact that the Loan may be reduced from time to time or extinguished, the security shall be a continuing
security till repayment of the entire amount of the loan, Interest & any other outstanding dues.



Yours Truly,

Signature of the Borrower:  _____

Date: _____

Place: _____

END USE LETTER

From,

To,

NARNOLIA CAPITAL ADVISORS PVT. LTD.
236B, AJC Bose Road, 2nd Floor, Room No. 201,
Kolkata - 700020



Dear Sir/Madam,

I/We confirm the end use of the loan against security facility as below:-

- ☐ For creeping acquisition- Including acquisition of group Co shares including warrant subscription, preferential allotments and rights issue subscription
- ☐ For repayment / re-finance of existing loans from other lenders
- ☐ For inter group Cos loans and onward lending
- ☐ For infusion for funds in existing running projects or promoter's equity contribution in upcoming projects
- ☐ For Working Capital purposes
- ☐ For General Corporate Purposes
- ☐ For investments in Capital Market (Shares / Bonds / MF Units / Insurance Policies)
- ☐ For exercise of options granted under Employee Stock Option Plan
- ☐ For investment in real estate and acquisition of Property, Land etc.
- ☐ For other purposes _____



Yours Truly,

Signature of the Borrower:  _____

Date: _____

Place: _____

LOAN CUM PLEDGE AGREEMENT

This Loan Agreement ("Agreement") is made and executed on this ____ day of _____ 20____ at Kolkata between the following parties: -

NARNOLIA CAPITAL ADVISORS PVT. LTD., a company incorporated under the Companies Act 1956, having its Registered Office at 236B, AJC Bose Road, 2nd Floor, Room No. 201, Kolkata - 700020; hereinafter referred to as "the Lender", which expression, unless repugnant to the context or the meaning thereof, shall mean to include its nominee/s, legal representative/s, assign/s, administrator/s, executor/s, and liquidator/s etc. of the One Part;

and

The Borrower, as described in the Schedule to Loan Cum Pledge Agreement (hereinafter referred to as "the Borrower", which expression shall, unless repugnant to the context or meaning thereof, shall mean to include his/her/its nominee/s, survivors/s heir/s, legal representative/s, successor/s in business, assign/s, administrator/s, executor/s and liquidator/s etc.) of the Other Part.



The Lender and the Borrower are individually referred to as a "Party" or "party" and collectively as "Parties" or "parties".

WHEREAS the Borrower has requested the Lender to sanction a Loan (hereinafter referred to as the "Loan") against the security/pledge/transfer of shares and/or other securities, of which he/she/it is the legal owner. The Borrower may, however, bring in additional shares, debentures, security bonds, instruments, etc. as part of Securities covered under this Agreement.

AND WHEREAS the Borrower has submitted the Loan Application cum Request Form duly filled in and signed.

AND WHEREAS the Lender, relying on the information furnished by the Borrower in the Loan Application Cum Request Form, financial details, self certified copies of documents (supplied by the Borrower), representations, undertakings, commitments, indemnity, assurances etc. whether part of this Agreement or otherwise, has agreed to grant to the Borrower a loan as detailed in the Schedule to this Agreement upon the following terms and conditions, which shall be binding upon the parties to this agreement.

NOW THIS AGREEMENT WITNESSES AS HEREUNDER:-

- 1) **Definitions** :- In this Agreement, unless the meaning or context otherwise requires, the following words and expressions shall have the meaning assigned to them as below:-

"Application" means and includes the loan application cum request form submitted by the Borrower to the Lender, which forms the basis and part of this Agreement.

"Agreement" means and includes this Agreement and schedules/attachment, annexures, the guarantee (if provided), the Power of Attorney and shall also include the loan application cum request form made by the Borrower to the Lender for the purpose of obtaining the present loan. The expression "Agreement" shall also include any supplementary agreement(s), modification(s), alteration(s), addendum(s), attachment(s) and schedule(s), which may now or subsequently be entered into between the parties relating to this Agreement.

"Availed Loan Amount or Outstanding loan amount" means the amount drawn by the Borrower at any given point of time in question out of the total loan sanctioned to the "Borrower" by the Lender and which may have been disbursed by the Lender to the Borrower, or to any other person on Borrower's request and/or Borrower's behalf or to any person designated by the Borrower, on the basis of the security of the Security Shares in depository account pledged/transferred by the Borrower with the Lender. Interest and charges accrued, whether due for payment or not, shall also be treated as a part of Availed Loan Amount. It is specifically agreed that the Availed Loan Amount / Outstanding loan amount, in the event of any default, would also include the indebtedness of any associate/affiliate/subsidiary/holding company/entity of the Borrower or a person or entity related to the Borrower owed to the Lender or to any Subsidiary/Associate/Affiliate company/entity of the Lender.

"Available Loan Amount" means the amount of the total loan facility/amount granted to the Borrower by the Lender under this "Agreement", as reduced by the Availed Loan Amount.

"Business Day" means a day (other than a Sunday) on which banks are open for general business.

"Drawing Power" means the amount eligible for Loan after reduction of Security Margin on the Security Shares and the said margin may be fixed by the Lender at its sole discretion, depending upon the situation prevailing in the capital market from time to time. Changes done by the Lender in the Margin requirements shall come into immediate effect.



“Events of Default” means and includes the happening of any one or more of the events of default as stipulated in this “Agreement”.

“Months” means, a period starting on one day in a calendar month and ending on the numerically corresponding day in the next calendar month, except that :

- a) if the numerically corresponding day is not a Business day, that period shall end on the next Business Day in that calendar month in which that period is to end if there is one, or if there is not, on the immediately preceding Business Day;
- b) if there is no numerically corresponding day in the calendar month in which that period is to end, that period shall end on the last Business Day in that calendar month;

“Period of Loan” is the duration for which loan is granted and which is subject to further extension from time to time as per the sole discretion of the Lender and that such extension may be granted only by simply allowing the Borrower to continue to enjoy the loan or as mentioned in the schedule.

“Power of Attorney” means the power of attorney in favour of the Lender in respect of the Security Shares, in form and substance satisfactory to the Lender.

“Present Market Value of the Securities” means the aggregate value at which the Security can be readily purchased/sold/traded at that moment on the respective stock exchange(s), where that particular security is listed.

“Security Margin” means the percentage of the value of pledged/transferred Securities or securities lying in the borrowers depository account with Power of attorney in favour of the Lender kept as margin for the Outstanding loan amount made available to the Borrower. This Margin is fixed by the Lender from time to time on security to security basis.

“Security Shares” or “Security” or “Securities” mean(s) and include(s) such share, mutual funds, debentures, securities, bonds, instruments, etc., which are approved as eligible security by the Lender and lying in borrower's depository account with power of attorney in favour of the Lender and/or which the Borrower keeps as a security transferred or pledged with the Lender as per the terms of this Agreement, including any additional such categories of approved shares, mutual funds, debentures, bonds, instruments, etc., which the Borrower brings in from time to time, as part of the Security Margin covered under this Agreement.

2) RULES OF INTERPRETATION:-

That unless the context otherwise requires:-

- a) the heading to the clauses in this Agreement shall be read in conformity to the contents of the clause and/or Agreement and in case the same is in contradiction to the terms and conditions of the Agreement, then the terms of this Agreement shall have precedence;
 - b) reference to the days or dates which fall on a banking holiday(s), shall be construed as reference to the next banking day;
 - c) if the context and interpretation of this Agreement so requires then the reference to singular includes the plural, and any reference to the plural includes the singular and words importing the masculine gender shall also include the feminine gender and vice-versa.
- 3) That without prejudice to the provisions of this Agreement, the Loan will be available for a period mentioned in the Schedule from the date of this Agreement and the Borrower shall repay the same on or before the expiry of the term or mutually agreed between the lender & the borrower. The Lender may, in its absolute and sole discretion, agree to renew the Loan on the terms and conditions prevalent at the time of renewal. The Borrower hereby agrees and accepts that the Securities, this Agreement and other documents and writings executed by the Borrower would be a valid and continuing security by way of an exclusive charge to the Lender for all monies which are due from the Borrower whether under this Agreement or any other Agreement between the parties.
- 4) Notwithstanding any other provision of the Agreement, it is clearly understood and agreed between the parties that the Loan extended under this Agreement is a loan on call and can be recalled by the Lender at any stage by making a demand in writing and the Borrower shall be liable and bound to repay to the Lender the Outstanding loan amount alongwith Interest and other dues under this Agreement.

The interest at the rate mentioned in the Schedule is payable by the Borrower to the Lender. The interest shall be levied from the date of the Loan disbursement and shall be payable till the date of actual repayment (but not greater than at monthly intervals).



That it is agreed between the parties that, if the interest and/or **additional interest** is not paid by the Borrower on monthly basis (payable within 7th day of the following month), and if so agreed by the Lender, the outstanding interest amount will be added to the principal loan amount and subsequent interest will be calculated on principal plus outstanding interest amount from the 1st day of the following month

- 5) The Lender would not be responsible for any delay on the part of the Borrower to collect and/or deposit the Cheque or otherwise.

Without prejudice to any other rights or remedies which the Lender may have under this Agreement and/or under the prevalent law, the Lender may, in the event of any delay or default in the repayment of the loan and/or interest beyond a period of 7 days from the due date, will be entitled to charge an additional interest as stipulated in the Schedule on the default amount. It is hereby specified that the levy of additional interest is no way in the form of a penalty.

The Lender reserves its rights to alter, amend, increase and/or vary from time to time the rate of interest, registration charges, service charges, prepayment charges etc. and shall notify the Borrower of the determination of a rate of interest, changes in registration charges, service charges, prepayment charges etc. under this Agreement and the same shall be accepted by the Borrower, failing which the Borrower will repay the outstanding loan amount alongwith Interest & any other charges/dues within 15 days of the receipt of such Notice. The changes in interest rates are affected only prospectively.

The Lender will not charge any foreclosure/ pre-payment penalty on all floating term loan sanctioned to the individual borrower.

MARGIN/SECURITY

- 6) That the Lender shall have the exclusive right to vary the Security Margin applicable on any Security at any time, by sending a notice to the Borrower, and the same shall be binding on the Borrower.
- 7) The Security Shares may, prior to the signing of this Agreement, be deposited/transferred in a Demat account opened with any depository participant approved by the Lender on such terms and conditions including the signing of power of attorneys, and letter of instructions and such other documents as may be required and approved by the Lender from time to time.
- 8) That it shall be the sole responsibility of the Borrower to pay regularly and punctually all amounts (including interest) under this Agreement or otherwise that are payable to the Lender. That the Borrower has handed over to the Lender, the cheques, as per details recited in the Agreement elsewhere, towards payment of the Outstanding loan amount payable by the Borrower.
- 9) That in consideration of the Loan, the Security Shares are hereby pledged/transferred in favour of the Lender as an exclusive first charge/security to the Lender towards repayment of the Outstanding loan amount due to the Lender, whether payable under this Agreement or under any other agreement between the parties or even otherwise. The Security Shares shall, simultaneously with the signing of this Agreement, may be marked as pledged/transferred in favour of the Lender in the depository records or otherwise. However the lender may also accept security shares lying in the Depository account with power of Attorney in favour of the Lender as security towards repayment of the outstanding loan amount due to the lender.
- 10) The Borrower may substitute, replace or add fresh Security Shares, as may be permitted by the Lender at its sole discretion.
- 11) The Borrower hereby waives its right to revoke this Agreement and obtain redelivery of the Security Shares or any part or all of it until all his obligations have, under this Agreement, been paid in full and there are no outstanding obligations of the Borrower.
- 12) The Borrower undertakes that it has not granted or agreed to grant in favour of any other person any interest in or any option or other rights in respect of any of the Security Shares provided.
- 13) The Security Shares have been acquired by the Borrower in accordance with applicable laws and all regulatory approvals required for the same have been procured and are in full force and effect.
- 14) The Borrower will ensure that the Security Shares are free and clear and there is no restriction for creating security or the transfer/pledge thereof to the Lender under the Memorandum and Articles of Association of the companies, the shares of which have been pledged/transferred/created security by Power of Attorney in terms of the Agreement, or otherwise.
- 15) The Lender may at any time and from time to time, by a Power of Attorney or in any other manner, delegate to any person or persons, all or any of the powers, authorities and discretions which are for the time being exercisable by the Lender under this Agreement in relation to the Security Shares or any part thereof and any such delegation may be made upon such terms and conditions (including power to sub-delegate) and subject to such regulations as may be necessary or desirable at the discretion of the Lender.
- 16) That if at any time the Present Market Value of the Securities pledged/transferred to the Lender /lying in Depository account with Power of Attorney in favour of the Lender falls, so as to fall below the required Security Margin, the Borrower shall forthwith



deposit additional Securities/money. It is specifically mentioned that it is the liability of the Borrower to maintain appropriate margin at all the time and to monitor the same on continuous basis. Further the Lender on the default of the Borrower to furnish the additional Securities/money may at its discretion invoke, sell, dispose off or realize any or all of the Securities without, in the process, being liable for claim for any loss or damage or diminution in value, that may be raised by the Borrower to have sustained. The Lender may also, based on its internal risk management processes, issue, from time to time as required, Margin Call over phone or written means to the Borrower.

In case the Security Margin falls below the required margin, the Lender, apart from all other rights and entitlements that it may have, may also, without any need for a prior intimation to the Borrower, sell the Securities to recover the Availed Loan Amount.

The Borrower fully agrees to abide by the procedures and policies of the Lender, which are listed below:-

- a) The Borrower is not entitled to choose which securities or other assets in his/her/it's account(s) are liquidated or sold to meet a margin call. The Lender has the absolute discretion and right to decide which of the securities to be sold in order to protect its interest. The Borrower will be liable for the shortfall, if any, in the account even after such a sale.
 - b) The Borrower agrees to replenish any short fall in the value of Margin immediately, whether or not the Lender intimates such shortfall.
- 17) The Lender shall have access to the Securities and shall have the right to use/invoke such Security towards repayment in part or full of any other loan/facility/receivable/expenses recoverable and interest accrued and other sums due to the Lender against such other loan/facility extended by the Lender to the Borrower.
- 18) In the event of default in discharge of any liability, under any loan/facility granted by the Lender to the Borrower, pursuant to this Agreement, the said default will constitute an "Events of Default" on any/all the facilities and in such event the Lender shall be entitled to enforce, at its sole and absolute option, all or any of the Securities given by the Borrower and appropriate and enforce proceeds against all or any of the loan/facilities. The Borrower shall provide the necessary documents as may be required by the Lender from time to time for this purpose.
- 19) Notwithstanding anything contained herein, if the Lender is informed or becomes aware of another similar agreement or any other financial transaction entered into by Borrower with any associate / affiliate / subsidiary/ holding / group company(s) of the Lender, the Lender may use the Margin that may be deposited with the Lender under this Agreement towards fulfillment of the Margin requirement of the Borrower / liability of the Borrower towards such associate / affiliate / subsidiary/ holding / group company(s) of the Lender and consequently any Securities deposited by the Borrower with Lender, which is in excess of the Margin required to be maintained herein, shall not be returned to the Borrower in the event that such securities are appropriated by the Lender towards fulfillment of the indebtedness of such associate / affiliate / subsidiary/ holding / group company(s) of the Lender.
- 20) The Lender shall have the right to further pledge/transfer to any other Financier, the Securities of the Borrower, for the purpose of raising any finance, as may be required.
- a) The Borrower agrees that the Lender may place any of the Securities placed by him/her/it as Margin by way of pledge or hypothecation or margin on Lender's behalf with exchanges, banks or other lending institutions to meet its own obligations, as the Lender may deem fit. The Borrower hereby authorizes the Lender to do all such acts, deeds and things as may be necessary and expedient for the above purpose.
 - b) The Borrower shall not have any right to proceed in any manner against the exchanges, banks or other lending institutions in respect of the Securities pledged/transferred by the Lender in the event of any dispute between the Borrower and the Lender, which may or may not concern Securities provided by the Borrower.
 - c) The Borrower and the Lender hereby agree and confirm that all rights, liabilities and obligations pertaining to the Securities shall be subject to the rights of the exchanges, banks or other lending institutions, in whose favour further pledge/transfer may be created by the Lender. The Borrower hereby further agrees and confirms that the pledge/transfer created in favour of exchanges, banks or other lending institutions by the Lender shall not be released or discharged until repayment of the loan availed by the Lender from exchanges, banks or other lending institutions. The Borrower shall raise no objection to any action taken by exchanges, banks or other lending institutions against the Lender pursuant to the aforesaid pledge/transfer.
- 21) The Borrower has, simultaneously on the signing of this Agreement, for valid consideration already received, issued and handed over to the Lender, the undated cheques (as per details below) to secure the Outstanding loan amount. The Borrower shall take all steps as may be necessary to ensure that the said undated cheque(s), when presented by the Lender for realization of the



Outstanding loan amount, shall be honoured by the bank on which it is drawn. The said undated cheques can be encashed by the Lender, without any further reference to the Borrower, for realization of the Outstanding Loan amount and uncovered debit balances in the account of the Borrower in the books of the Lender. The undated cheque shall be drawn in favour of the Lender payable at any Bank Kolkata and the amount due on the cheque shall be deemed to have been received only on realization of the cheque. Dishonour/non realization of the said cheque shall render the Borrower and the signatories of the cheque to an action under Section 138 of The Negotiable Instruments Act, 1881 and the Borrower / signatories shall not be entitled to plead that the said cheque was not validly issued or validly presented, nor shall ask its bankers to not pay the said cheque by any means. The Borrower shall at no time close the bank account, from where these cheques are issued nor issue any communication to the Lender for stopping or postponing the presentment of the said cheques and that the Lender will not be obliged to take notice of any such communication from the Borrower.

	Cheque No.	Amount	Bank	Branch
(1)				
(2)				
(3)				
(4)				

- 22) The Outstanding loan amount shall be secured by, if so required by the Lender by an irrevocable and unconditional personal guarantee in favour of the Lender of the specified Individual Guarantor, in such form as may be approved by the Lender, guaranteeing repayment of the Outstanding loan amount due from the Borrower ; and/or by an irrevocable and unconditional corporate guarantee in favour of the Lender by the corporate guarantor in such form as may be approved by the Lender, guaranteeing repayment of the Outstanding loan amount. It shall be optional for the Lender to get the Loan secured by a Guarantor.
- 23) The obligations expressed to be assumed by the Borrower in this Agreement are and will be legal, valid, binding and enforceable against the Borrower, the Borrower's executors, successors, assigns and estate as if, they had been parties hereto. The rights of the Lender on the Security Shares shall be paramount and the Lender shall be entitled to sell or dispose of the Security Shares on such terms and in such manner as the Lender deems fit, without any objection, interference or hindrance from the Borrower, his/her/its executors, successors, assigns, legal representatives, etc.
- 24) The Security created under this Agreement has or will have first ranking priority and it is not subject to any prior ranking or pari passu ranking Security.
- 25) That without prejudice to the above, the Lender in its sole, and binding decision for Borrower, be entitled to call for any additional and/or additional substituted Security in case of happening of any event which may in the absolute and sole opinion of the Lender may prejudice its interest or the value/market value of the Security provided or in case, in the absolute and sole opinion of the Lender, the Securities provided under this Agreement are insufficient.
- 26) That the Borrower shall be entitled to the release of the Security furnished by the borrower only on the full repayment of Outstanding loan amount subject to any legitimate right or lien, and set-off for any other claim that the Lender may have against the Borrowers. If such right of set-off is to be exercised, the Borrower shall be given notice about the same, with full particulars about the remaining claims and the conditions under which the Lender is entitled to retain the securities until the relevant claim is settled/ paid.
- 27) The Borrower agrees and confirms that the Lender may at its absolute discretion appropriate any payments made by the Borrower under this Agreement towards any other payment due from the Borrower under any other facility/agreement and such appropriation shall be final and binding upon the Borrower. Further, notwithstanding the payment of Outstanding loan amount, the Borrower hereby expressly gives the Lender the power to sell/transfer or otherwise dispose of any and all Security created in favour of the Lender and appropriate the same towards satisfaction of amounts due to the Lender on account of another agreement or transaction entered into by the Borrower or any other indebtedness of the Borrower. This clause shall survive the termination of this Agreement.
- 28) The Borrower shall be liable to reimburse to the Lender all expenses incurred by the Lender for the maintaining of its account,



including postage charges, accounting charges, documentation charges etc. and/or any charges that may be incurred by the Lender for enforcement of its right(s) under this present Agreement including legal charges, court fees, expenses on advocate's fees etc.

29) The Borrower undertakes that he/she/it shall accept the authenticity of the accounts maintained by the Lender in confirmation of his/her/its entire outstanding liability. Should the Borrower not agree with any of the entries in the statement of account sent by the Lender, he shall report the discrepancy in writing within 96 hours of receipt of the said statement of account, failing which, the authenticity of the accounts shall be deemed to have been accepted by the Borrower.

30) That time shall be the essence of any performance under this Agreement.

31) THE BORROWER'S WARRANTIES

The Borrower shall be deemed to have assured, confirmed and undertaken as follows:-

- a) The representations, assurance and warranties given by the Borrower, forming the very basis of this Agreement, shall remain in full force and effect. All of the information given by the Borrower in loan application for financial assistance is true and accurate in all material respects, is not misleading and does not omit any material fact, the omission of which would make any fact or statement therein misleading and such Application shall be deemed to form part of the warranties herein contained.
 - b) All consents, licenses, approvals etc. as are necessary in connection with the Borrower's business and the execution, validity and enforceability of this Agreement and all the necessary transactions thereunder, have been duly obtained and the Borrower undertakes to keep them effective in full force and effect during the subsistence of this agreement.
 - c) The Borrower declares that this Agreement constitutes valid and legally binding obligations of the Borrower, enforceable in accordance with its respective terms.
 - d) The Borrower is not in arrears of any public demands such as income tax, corporation tax and all other taxes and revenues or any other statutory due payable to the Central or state Governments or any local or other authority.
- 32) The Borrower hereby agrees and covenants with the Lender, that in partial discharge of the Borrower's obligation for repayment of the amount due to the Lender, the Borrower hereby authorizes the Lender to demand from any Capital Market Trading Broker Member ("Broker Member"), through whom it carries out shares transactions :-
- a) To transfer to the depository account of the Lender, the beneficial ownership of all the shares/securities purchased by the Borrower through the said Broker Member and the Lender shall have the absolute right of disposal over the shares/securities/derivatives so transferred in its sole discretion, so as to recover the amount due to it from the Borrower pursuant to this Agreement.
 - b) To transfer to the Lender any amount to the credit of the Borrower with the Broker Member.

Conversely, the Lender will be well authorized to transfer any security/credit balance to any such Broker Member.

33) **INDEMNITY** : The Borrower hereby agrees and covenants with the Lender, that, should the Lender suffer any loss as a result of any misrepresentation of facts by the Borrower, suppression or concealment of facts by the Borrower, any mis-declaration made by the Borrower, charges, penalties or damages paid/payable by the Lender for non-compliance of any commitment given by the Borrower, the Borrower not fulfilling any of the obligation cast upon it under this Agreement, then in such circumstances, the Borrower will be under legal obligation to make good that loss to the Lender by paying to the Lender the amount of such loss incurred immediately.

34) REPRESENTATIONS AND WARRANTIES.

The Borrower hereby agrees, covenants and warrants as follows:

- a) that it will carry out its operations with due diligence and efficiency and in accordance with sound technical, financial and managerial standards and business practices.
- b) that it will promptly inform the Lender of the happening of any event which will have or likely to have an adverse effect on the Borrower's profits, its business, financial strength or any term based on which loan has been sanctioned.
- c) that it will maintain its legal status and right to carry on its operations and promptly inform the Lender of any resolution passed for winding up or if it has notice of any application for winding up against it under the provisions of the Companies Act, 1956/2013 or any other notice under any other act or otherwise of any suit or other legal process filed/initiated or intended to



be filed/initiated against the Borrower or if a receiver is appointed to any of its properties or business or undertaking.

- d) that it will keep the Lender promptly informed of any change that may occur or is likely to occur in the composition of its Board of Directors/its management set-up and its office particulars.
- e) that it will not declare or pay any dividend to any of its shareholders during any financial year, unless it has paid all the dues of the Lender under this Agreement upto the date.
- f) that it will not undertake or permit any merger, consolidation, reorganization or scheme of arrangement or compromise with its creditors or shareholders or effect any scheme of amalgamation or reconstruction or any major change in its business than what is existing today.
- g) that unless the Borrower has paid the Outstanding loan amount in entirety to the Lender, the Borrower shall not make a reference to the Board for Industrial & Financial Reconstruction ("BIFR") for determination of the measures within the meaning of the Sick Industrial Companies (Special Provision) Act, 1985, nor it shall be entitled to take any benefit of Section 22 of the said Act.

35) The stamp duty and registration charges, if any, and as applicable for creation and/or registration of any documents, deeds, writings and documents for any matter under this Agreement shall be borne by the Borrower.

36) In any proceedings taken in relation to this Agreement, the Borrower will not be entitled to claim for himself or any of his assets immunity from suit, execution, attachment or other legal process.

37) This agreement has been executed at the registered office of the Lender.

38) The Borrower is not authorized to assign, transfer any of its rights, obligations under this Agreement.

39) Events of Default : That without prejudice to any other rights of the Lender as stated in this Agreement or under law and without prejudice to the right of the Lender to terminate this Agreement and to recall the entire outstanding at any time, the Lender shall also be entitled to terminate the present Agreement on :-

- a) Nonpayment/delayed payment of any of the amount (including interest) payable under this Agreement or under any other agreement or otherwise by the Borrower to the Lender.
- b) Breach of any of the terms and conditions/covenant/representations/warranties by the Borrower.
- c) Dissolution/Liquidation of the Borrower (in case the same is a partnership firm/Company/LLP & others)
- d) Material changes in the management structure of the Borrower, which in the opinion of the Lender is prejudicial to its interest.
- e) Any defect or infirmity in any of the Security provided by the Borrower.
- f) The happening of any event, which may in the sole opinion of the Lender prejudice the value of the Securities.
- g) Failure to maintain minimum security margins as prescribed for the borrower towards loan availed by the borrower from lender
- h) Failure to furnish additional Security/money in order to maintain appropriate Security Margin in a case of margin declining the required Security Margin
- i) The dishonour of any negotiable instrument (including cheques) furnished to the Lender by the Borrower.
- j) If any attachment or defect is levied on the Security provided by the Borrower.
- k) Death/Lunacy and/or bankruptcy/insolvency/winding-up of the Borrower.
- l) If the Borrower defaults in any of his/its other obligations to pay any other creditor(s).
- m) Failure to furnish duly signed loan confirmation within next 15 days from the end of every quarter.



- n) If there exists any other circumstances which in the sole opinion of the Lender may jeopardize its interest and would warrant the recalling of the loan under this Agreement.
- 40) That the Lender shall be entitled to avail all the corporate benefits (including rights shares/preference/bonus shares/dividends etc.) on the Securities furnished by the Borrower to the Lender. That in case of issue of any bonus and/or rights issue and/or preference and/or additional shares and/or debentures etc. the same shall form part of the Security furnished by the Borrower to the Lender and the Borrower shall be entitled to these benefits/Securities on the repayment (in the manner detailed in this Agreement) of the complete outstanding of its dues and it shall not be open for the Borrower to question or challenge the above. The Borrower hereby irrevocably authorises the Lender to attend any general meeting of members in respect of the Companies, whose shares are offered as security shares.
- 41) That in case any monetary benefit (including dividends) falls due, on any of the Securities furnished by the Borrower, then the Lender in such an event shall be entitled to receive the same and thereafter adjust the same in the outstanding amount of the Borrower.
- 42) That the Lender in its sole discretion/decision may also allow the Borrower, to avail directly any such corporate benefit. The Lender will not be obliged to applying for any corporate benefits on the Securities which might arise on behalf of the Borrower for the Securities.
- 43) That without prejudice to its other rights, the Lender shall be entitled to recall the loan at any time, by sending a notice to the Borrower and the Borrower would be required to clear the Outstanding loan amount along with Interest & any other charges/dues within 15 days of the receipt of such notice.
- 44) That the Borrower expressly waives of any requirement of any notice required under this Agreement or otherwise and further undertakes not to challenge/question the decision/discretion/opinion/actions of the Lender which includes liquidating the Securities (or any part thereof) and/or appropriation of the sale proceeds, and/or calling for any additional Security in its stated objective to secure the loan given by it to the Borrower.
- 45) In case the Lender invokes the pledge at its sole discretion, the Borrower unconditionally agrees that the Lender may, without prejudice to its other rights in law as a pledgee, shall be entitled to have itself registered as beneficial owner of the Security Shares.
- 46) That in case of the sale proceeds (after deduction of all expenses) of the Securities (or any part thereof) exceed the total outstanding of the Borrower whether under this Agreement or under any other agreement(s) executed between the parties or otherwise, then in such an eventuality the excess of such sale proceeds over the aggregate Outstanding loan amount of the Borrower shall be returned to the Borrower by the Lender. That no interest shall be payable on such excess amount and it shall be the sole responsibility of the Borrower to collect the amount from the Lender.
- 47) That in case the sale proceeds of Securities (after deduction of all expenses) are insufficient to cover the total Outstanding loan amount owed by the Borrower, the Borrower shall still be liable for such shortfall and the Lender shall be entitled to recover the shortfall along with interest from the Borrower and/or his assets.
- 48) Close-out: Notwithstanding anything mentioned in this Agreement, if the value of the Security Shares decreases to a level such that the margin available on such security shares vis a vis the Outstanding loan amount is lower than the margin prescribed by the Lender, as may be specified by the Lender from time to time, the Lender shall have the right to forthwith, without any further notice to the Borrower, terminate this Agreement and/or sell the Security Shares.
- 49) Valuation of the Security Shares: Valuation of the Security Shares will be carried out by the Risk Management Team of the Lender ("RMT") daily or at such longer/shorter intervals as may be necessary. The RMT may, at its sole discretion, use the latest available quotes from a recognized stock exchange, or, if in the opinion of the RMT, the share price of a particular company has shown sustained volatility, the average of the daily price quotes from any recognized stock exchange over a given period preceding the date of valuation, or the latest share quote, whichever is lower. The RMT's decision in arriving at the value of the Security Shares shall be final and binding on the Borrower. It shall be the Borrower's obligation to ascertain from the Lender every day the value attributed to the Security Shares so as to restrict the drawings in the form of outstanding loan amount in terms of this sanction.
- 50) That the Borrower shall use the Loan only for a lawful purpose and shall not use the same for any illegal purpose.
- 51) That if at any time the provision(s) hereof of this Agreement is/are or become/s illegal, invalid or unenforceable under law, then the same shall not in any way affect or impair the legality, validity or enforceability of remaining provisions hereof.
- 52) The Borrower hereby agrees and allows that the Lender may assign any of its rights under this Agreement to any person/entity, on such terms and conditions as it, in its absolute discretion, deems fit. (the "New Lender").



- 53) No delay in exercising or omission to exercise any right, power or remedy accruing to the Lender upon any default under this Agreement or under any other document/agreement between the Lender and the Borrower, shall impair or prejudice any such right, power or remedy nor shall it be construed to be waiver thereof or any acquiescence by it in any default, affect or impair any right, power, remedy by the Lender in respect of any other default.
- 54) Notices and Communications: Any notice or other communication to be given by one party to the other under or in connection with this Agreement shall be deemed to be duly served if delivered personally or sent by confirmed facsimile transmission or by prepaid registered post or email to the addressee at the address/number (if any), of that party set out in the Loan Application Cum Request Form. Provided that in case of registered post or courier, the same shall be deemed to have been delivered on the expiry of the 4 (four) days after the posting or delivery by the post or courier company, whichever is earlier, as the case may be. Documents which are sent by electronic delivery may be in the form of an electronic mail attachment, or in the form of an available download from the website www.narnolia.com ("Website"), the Borrower agrees to avail the services rendered by the Lender through the use of the Website. The Lender shall be deemed to have fulfilled its legal obligation to deliver to the Borrower any such document if sent via electronic delivery or if the information is made available in the form of an available download from the Website provided however that the notice of termination specified in the terms herein, shall be in writing. The Borrower understands that it is his/her/its responsibility to review, upon first receipt, whether delivered to Borrower by mail, E-mail (including any auto replies from the system of the Lender) or other electronic means, all confirmation, statements, notices or any other communication or information in the form of available download from the Website. All information contained therein shall be binding upon the Borrower. If the Borrower does not object either in writing or via electronic mail, within 24 hours after any such document is sent to the Borrower, the same shall be deemed to have been accepted by the Borrower and the same would be binding on the Borrower. However, the Lender reserves the right, in its absolute discretion, to determine the validity of the Borrower's objection to the transaction, even though such objection is received after the expiry of 24 hours. The Borrower agrees that the Lender will not be responsible for non-receipt of documents sent via electronic delivery due to change in email address of the Borrower. The Borrower also agrees that the Lender shall not take cognizance of out-of-office/out-of-station auto replies and the Borrower is deemed to have received such electronic mails. Unless the Borrower informs the Lender of the change of the address for communication in writing, all notice(s), circulars, communication(s) or mail(s) sent to the existing address shall be deemed to have been received by the Borrower irrespective of whether they are actually received or not. Without prejudice, the Lender may also send any notice to the parties on any additional address(s) to the knowledge of the Lender. Statement of accounts may be put on the website and no other statements may be sent. The Borrower will have the facility to collect the statements by hand on payment of the applicable processing charges.
- 55) The Borrower agree/s to accept (both in and out of Court/Tribunal/Forum) as conclusive proof of the correctness of any such claim to be due from it, to the Lender under this Agreement a statement of account made out from the books of the Lender, and signed by the manager and/or any other duly authorized officer of the Lender. Similarly, the Lender shall also be authorized to rely on the verification done by any authorized officer of the Borrower.
- 56) The Agreement constitutes the entire agreement between the parties and supersedes all previous agreement(s), representation, negotiation, or conversation between the parties.
- 57) The parties hereby admit that this Agreement has been fully explained to them and they have fully understood the meaning of each and every CLAUSE & CONDITIONS and they have signed this Agreement with full knowledge and understanding of the obligations herein willingly undertaken, agreed and accepted. A copy of this Agreement is being delivered to the Borrower(s) and the Borrower(s) acknowledges the receipt of the same.
- 58) Performance: That all terms and conditions of this Agreement, unless otherwise provided, are to be observed and performed at Kolkata.
- 59) Jurisdiction and Arbitration: In the event of any dispute or difference arising between the parties, either concerning or touching any of the terms and conditions of this Agreement or any obligation arising out of or in any way relating thereto, the same shall be referred to the sole arbitration of a person to be appointed by the Lender and decision of such arbitrator in the matter shall be final and binding on the parties. Such arbitration shall be conducted in accordance with the provisions of Arbitration and Conciliation Act, 1996 or any statutory modification thereof as may be in force at the relevant point of time. All sitting of such arbitration shall be held at Kolkata and the Hon'ble High Court at Kolkata alone shall have jurisdiction.



60) Execution in Counterparts: This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original as against any Party whose signature appears thereon, and all of such shall together constitute one and the same instrument. This Agreement shall become binding from the date when one or more counterparts hereof, individually or taken together, shall bear the signatures of all of the Parties reflected hereon as the signatories. Execution of this Agreement may also be delivered by fax transmission.

61) Grievance Redressal:

(a) In case of any complaint/ grievance, the borrowers may contact the lender through anyone of the following channels:-

- (i) Telephone : 033 40501500, 40541730
(ii) Mobile : +91-9831447556
(iii) E-mail : las@narnolia.com

The contact person details are:-

Name of officer : Mr. Rajesh Pareek
236B, AJC Bose Road,
2nd Floor, Room No. 201,
Kolkata - 700020

b) All grievances shall be heard and disposed off within a maximum period of one month from receipt of such complaint / grievance.

In case the Borrower does not receive a response within the period as indicated above or if the Borrower is dissatisfied with the response received from the Lender, the Borrower may escalate the complaint to the next level as indicated below -


Name of officer : Mohan Kumar
Telephone : 033 4054 1705
E-mail : mohan@narnolia.com

However, if the complaint/ dispute is not redressed within a period of one month, the Borrower may appeal to Officer in Charge, Department of Non-Banking Supervision of Reserve Bank of India at the following address:
Reserve Bank of India, 5th Floor, 15 Netaji Subhas Road, Kolkata-700 001.

62) Request for Transfer of Account:

In case of receipt of request from the Borrower for transfer of borrower's account, the consent or otherwise, i.e. objection of the Lender, if any, shall be conveyed within 21 days from the date of such request.

IN WITNESS WHEREOF the Borrower/s and the Lender have set their respective hands to these presents at the Registered Office of the Lender.

LENDER	BORROWER
	
Witness: 1.Name: _____ Address : _____ _____ Signature : _____ Date : _____	Witness: 2.Name: _____ Address : _____ _____ Signature : _____ Date : _____

Date: _____

Place: _____

SCHEDULE TO LOAN CUM PLEDGE AGREEMENT

Schedule made and executed at Kolkata on this _____ day of _____, 20____ of Loan Agreement between
NARNOLIA CAPITAL ADVISORS PVT. LTD. ("The Lender") and _____
_____ ("The Borrower")

(This Schedule forms an integral part of the Agreement)

	Particulars	Details
1.	Name of the Borrower	
2.	Address of the Borrower	<div></div> <div></div>
3.	PAN.	<div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div>
4.	Purpose of the Loan	
5.	Processing Fees	
6.	Amount of Loan granted by the Lender to the Borrower	UP TO: _____/- (Rupees: _____)
7.	Rate of Interest applicable	_____% P.A. (Annualised Rate of Interest _____%) the Interest amount is to be paid within 7th day of following month
8.	Additional/Penal Interest	
9.	Method of Application of Interest (Illustration assuming Interest @ 18% P.A. monthly compounded)	=Principle(1+Rate of Interest/12)^12-Principle =100000(1+18%/12)^12-100000 =19562/- (Interest for 12 months) So the Corresponding annualised rate of interest will be (19562/100000*100) = 19.56%
10.	Registration Charges	Rs.
11.	Security	As per Approved List of Securities
12.	Margin	As per Product Module Loan against Securities
13.	Loan Tenure / Duration	_____ months / years
14.	Foreclosure / Prepayment Charges	
15.	Approach for gradation of risk and charging different rate of interest	The Interest rate applicable to the client has been arrived based on the following parameters: a) Risk profile of the client b) Interest rate trend prevailing in the money market c) Cost of borrowings/cost at which the funds can be borrowed d) Collateral security offered by client e)Tenure of relationship of the client with the company or its group/associates f) Repayment track record in case of existing client.

I/We accept the above Terms & Conditions and also the aforesaid Interest; charges etc. and accept to pay the same. I/We agree that the Lender has the right to change any Terms & Conditions as stated herein above provided that any adverse changes in the interest rate & charges shall only be effected prospectively and also after prior notice.

Yours Truly,

Signature of the Borrower:  _____

Date: _____

Place: _____

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POWER OF ATTORNEY BY BORROWER (to be notarised)

TO ALL TO WHOM THESE PRESENTS SHALL COME I/we, _____
_____ of Indian Inhabitant residing / having office / registered office at

_____ (hereinafter referred to as the "Borrower" which expression shall, unless it be repugnant to the meaning or context thereof, mean and include, where the Borrower is an individual or a proprietorship firm, his/her heirs, executors and administrators, where the Borrower is the Karta of a Hindu Undivided Family and the borrowing is for the purpose of the Hindu Undivided Family, the member or members for the time being of the said Hindu Undivided Family, and their respective heirs, executors and administrators, where the Borrower is a company, its successors in title, where the Borrower is a partnership firm its successor in interest, where the Borrower is a limited liability partnership (LLP), its successors in interest), DO SEND GREETINGS

I/We have an Individual / Joint Demat Account bearing No. _____ in the name of being the first holder, (hereinafter referred to as "the said Account" which expression shall, wherever the context permits, be deemed to include the beneficiary account of which the said Account consists) with **Narnolia Financial Advisors Limited (Formerly Microsec Capital Ltd) bearing NSDL DP ID IN302978 & CDSL DP ID 12053000** Depository Participant, (hereinafter called the "the DP") and I/we am/are desirous of appointing an agent / attorney to operate the said Account on my/our behalf in the manner hereinafter appearing.




NOW KNOW ALL AND THESE PRESENTS WITNESSETH THAT I/we, the above named, do hereby nominate, constitute and appoint **NARNOLIA CAPITAL ADVISORS PVT. LTD. Bearing RBI registration No B.05.02568** (whose specimen signature is affixed at the foot of this power of attorney), as my/our true and lawful Attorney(s) (hereinafter referred to as "the Attorney(s)") for me/us and on my/our behalf and in my/our name to do the following acts, deeds and things and exercise the following powers and authorities:

1. To do all such things and give all such instructions whatsoever concerning the said Account as I/we could give if I/we were personally present.
2. Without prejudice to the Generality of the power conferred under clause 1 above :
 - i) To instruct the DP to credit shares, debentures, notes, bonds units and other securities (hereinafter collectively referred to as "Securities") to the said Account and/or to transfer Securities to the said Account from any other account;
 - ii) To instruct the DP to debit Securities to the said Account and / or to transfer Securities from the said Account to any other Account;
 - iii) To instruct the DP to transfer, debit and / or credit Securities to, from and / or between the Pool Account, the Beneficiaries Account, the Delivery Account and / or the Receipt-in Account comprised in the said Account;
 - iv) To instruct the DP to distribute or deliver to any person(s) any Securities or any documents evidencing the ownership, possession or title to the Securities in the said Account;
 - v) To give instructions to the DP to give effect to or note a mortgage, charge, hypothecation, pledge, lien or other encumbrance or right in respect of any Securities in the said Account;
 - vi) To certify the correctness of the said Account and / or any statement, detail or transaction in respect of the said Account;
 - vii) To apply to and give instructions to the DP for dematerialisation or rematerialisation of any Securities in or to be credited to the said Account;



- viii) To give instructions to the DP to close the said Account and to receive the Securities in the said Account including any and all documents evidencing the ownership, possession or title to the Securities in the said Account;
 - ix) To obtain any and all details concerning the said Account and to apply for and/or receive statements and other information in respect of the said Account;
 - x) To give instructions to the DP to freeze the said Account and/or to defreeze, release the said Account;
 - xi) To withdraw the balance in the said Account;
 - xii) To give such standing instructions to the DP as the Attorney(s) think fit and proper;
 - xiii) To give instructions to transfer securities to accounts of my/our clients or other persons;
3. To execute, sign and deliver such forms, instructions, applications, letters, authorities, mandates, declarations, indemnities, affidavits and other documents and writing whatsoever as may be required for giving effect to all or any of the powers or authorities conferred by and under this power of attorney.
 4. AND GENERALLY to sign such documents and writings and perform such other acts, deeds and things whatsoever which ought to be done, executed or performed or which in the opinion of the Attorney(s) ought to be done, executed or performed in or about the aforesaid powers and authorities of every nature and kind whatsoever as fully and effectually and to all intents and purposes as I/we myself/ourself could do if I/we were personally present it being my/our intent and desire that all matters and things respecting the said Account and the aforesaid powers and authorities shall be under the full management and directions of the Attorney(s).
 5. AND I/we hereby agree and confirm that the powers and authorities conferred by this power of attorney shall continue until I/we have given to the DP reasonable advance notice in writing to the contrary.
 6. AND I/we further agree and confirm that I/we shall be bound by whatever the Attorney(s) shall do or cause to be done under or pursuant to the powers and authorities conferred by this power of attorney
 7. AND I/we hereby agree and confirm that this Power of Attorney shall act upon it, and that revocation or termination hereof shall be ineffective, unless and until such revocation or termination of this Irrevocable Power of Attorney is accepted by the Lender.

SIGNED AND DELIVERED BY ME/US, THE ABOVENAMED BORROWER OF THIS POWER OF ATTORNEY ON THIS THE _____ DAY OF _____ 20____

 _____ Signature of the Borrower	Witness: 1.Name: _____ Address : _____ Signature : _____
_____ Specimen Signature(s) of Attorney(s):	2.Name: _____ Address : _____ Signature : _____

The COMMON SEAL of _____, above mentioned Borrower has been hereunto affixed pursuant to the Resolution of its Board of Directors passed in that behalf on the _____ day of _____ 20____

In the presence of. 1) _____
 2) _____



POWER OF ATTORNEY

This Power of Attorney is given on this the _____ day of _____ 20____ by [_____
_____, an Individual
(Resident)/HUF /Partnership/ Company/ OCB/ AOP/ Bank/ Sole Proprietorship/ Others ("Client").

WHEREAS:

- A. I/We have entered into a Loan Agreement dated _____ (hereinafter referred to as the "said Agreement" with NARNOLIA CAPITAL ADVISORS PVT. LTD. a company incorporated under the Companies Act 1956, having its Registered Office at 236B, AJC Bose Road, 2 Floor, Room No. 201, Kolkata - 700020 (hereinafter referred to as the "said Lender") for availing Loan Against Securities (LAS) (hereinafter referred to as "said Services")
- B. Pursuant to the terms of the said Agreement, I/We have opened a Current Account with HDFC Bank Limited having its registered office at HDFC Bank House, Senapati Bapat Marg, Lower Parel, Mumbai 400013 hereinafter referred to as ("the said Bank").
- C. The said Lender through its authorized representatives will be required to operate and close the said Account and do all other acts and deeds as may be required to give effect to the transactions with respect to the Services being provided by them to me/us.



For the purpose of operating the said Account and inter alia for conducting/settling transactions, I/we would hereby authorize the Lender through its authorized representatives duly authorized by the Board of Directors of NARNOLIA CAPITAL ADVISORS PVT. LTD. for the purpose hereof as my/our attorney ("Attorney"), with power and authority to act for me/us and on my/our behalf in connection with my/our above-mentioned accounts with, specifically conferring upon my/our Attorney the following powers that I/we wish to confer:

1. The term "Securities" shall include shares, scrips, stocks, bonds, warrants, options, futures, convertible debentures, non-convertible debentures, fixed return investment, equity linked instruments or other marketable Securities of a like nature in or of any incorporated company or other body corporate, negotiable instruments including usance Bills of Exchange, deposits or other money market instruments, commercial paper, certificates of deposit, units issued by Unit Trust of India and units issued by Mutual Funds, mortgage backed or other asset backed Securities issued by any institution or body corporate, cumulative convertible preference shares issued by any incorporated company and Securities issued by any incorporated company and Securities issued by the Central Government or a State Government for the purpose of raising public loan and having one of the forms specified in Clause (2) of Section 2 of the Public Debt Act, 1944, American Depository Receipts, Global Depository Receipts, any other new form of capital or money market instruments that maybe issued in the future by any incorporated company/firm/institution/mutual funds or Government subject to the same being permissible under applicable law.
2. To operate and close the Bank Account, in my/our name(s) and to provide all such information, declaration and documents for and on my/our behalf as shall be required by the Bank for opening the Bank Account. To operate the said Account in my/our name, whether solely or jointly with another or others with the said Bank. I/we hereby agree, ratify and confirm any and all transactions, trades and dealings affected in the above mentioned accounts by my/our Attorney. I/we also hereby agree, confirm and undertake that the transactions are commensurate with my/our income, net worth, and general / business profile. The attorney shall have the sole authority and power to operate my/our said Account including closure of the account.
3. To collect cheque books / leaves / bank statements from the bank in respect of the bank account. To prepare sign and submit all forms, statements & declarations as may be required in respect of the Bank account. To requisition cheque books, Electronic Clearing System (ECS) facility or Real Time Gross Settlement (RTGS) facility. To make applications for Net Banking facility, obtain password if any and to operate the account electronically / on facsimile instruction basis.
4. The Attorney shall have the sole authority and power to operate my/our said Account including closure of the Account and I/we hereby declare and undertake not to operate such Account during the currency of this Power of Attorney in any manner whatsoever.



5. To appear before the relevant authorities, submit information and complete, sign and submit any applications or documents for any approvals that may be necessary or desirable to perform any of the acts listed in this Power of Attorney;
- D. AND GENERALLY to do, perform and execute all such other acts, deeds, instruments, matters and things on my/our behalf as the said Attorney may think fit in accordance with the Agreement executed between me/us and about this premises as fully and effectually and to all intents and purposes as I/we myself/ourselves could do if I/we were personally present AND for the further, better and more effectually doing, effecting, executing and performing the several matters and things aforesaid AND I/we hereby ratify and confirm and agree and undertake to ratify and confirm whatsoever the said Attorney shall lawfully do or cause to be done by virtue of these presents.
- E. Accordingly the said Bank is authorized to follow the instructions of my/our said Attorney with respect to the powers set forth with respect to my/our above mentioned said Account and I/we hereby agree, ratify and confirm any and all transactions, trades or dealings effected in the above mentioned accounts by my/our Attorney. Also, I/we hereby agree, confirm and undertake that these transactions are commensurate with my/our income, net-worth and general business profile.
- F. This Power of Attorney and authorization is in addition to (and in no way limits or restricts) any and all rights which the Lender may have under any other agreement or agreements between the Lender and me/us, and shall inure and continue in favour of, its successors (by merger, consolidation or otherwise) and assigns.
- G. This Power of Attorney and authorization shall not be affected by lapse of time and shall continue in full force and effect until the said Bank shall receive written notice of revocation thereof, signed by me/us; or in the event of the termination thereof by my/our death and the said Bank shall have received actual notice thereof, and such revocation or termination shall in no way affect the validity of this Power of Attorney, with reference to any transaction initiated by my/our Attorney, prior to the actual receipt of notice of such revocation or termination, or pending the registration of such revocation in the Banks systems.
- H. I/we hereby agree that any depository, stock exchanges, clearing corporation/house, mutual funds, body corporates, banks, approved intermediaries and registrars and share transfer agents (hereinafter collectively referred to as "Transfer Agent") or other third party after receiving a certified/notarized true copy of this Power of Attorney shall act upon it, and that revocation or termination hereof shall be ineffective as to such Transfer Agent or other third party, unless and until actual notice or knowledge of such revocation or termination shall have been received by such Transfer Agent or other third party.
- I. I/We understand that this Power of Attorney authorizes my/our Attorney, to exercise all rights and powers set forth with respect to my/our said Account with HDFC Bank. I/We understand that anything my/our Attorney may do in the exercise of such rights and powers shall be fully binding upon me/us. The powers hereby given to the Attorney shall be given the widest interpretation.
- J. I/We hereby confirm that the Attorney may appoint and remove at its discretion any sub-attorney, agent or substitute for or under the Attorney in respect of all or any of the matters contained herein upon such terms and conditions as the Attorney may think fit;

This Power of Attorney may be terminated any time by giving one month's written notice. Such termination shall not have any effect on any transaction executed before the date of termination and I/We and /third parties shall enjoy the same rights and shall have the same obligations in respect of such transactions. The Bank shall not be bound to release the securities/mutual fund units/bonds/cash/fixed deposit held in my/our above mentioned accounts until all outstanding trades/transactions and other dues upon termination of this Power of Attorney have been fully squared off or settled.

This Power of Attorney shall be interpreted as per the laws of India and shall be subject to jurisdiction of the courts of Mumbai in India.

In witness whereof, the Client has caused this Power of Attorney to be executed on the day and year first above written.

The Attorney holder shall forward a copy of this Power of Attorney to the Bank(s), and I/We agree that any action taken by the Bank(s) shall be in good faith. I/We state that the Bank shall not held liable for any direct or indirect loss, damage, costs, claims



and expenses whatsoever resulting as consequence or caused or contributed by any event or relating to its action in relation to this Power of Attorney.

Dated this _____ day of _____, 20____

Place of Execution / Acceptance: _____



Signature of Client/Principal



Signature of Client/Principal

<div>Signature of Attorney - in - fact</div>	Witness:
	<div>1.Name: _____</div> <div>Address : _____</div> <div>Signature : _____</div> <div>2.Name: _____</div> <div>Address : _____</div> <div>Signature : _____</div>

[Execution should be before a Notary Public or similar authority or otherwise in accordance with the requirements of local laws.]

NOTICE TO CLIENT

This is an important legal document. Before executing this Power of Attorney you should know these important facts:

Depending on the powers you have authorized for your Agent, this document may provide the person you designated as your Agent with broad powers including, but not limited to, the management, transfer, withdrawal, disposing or sale of the assets in your above mentioned accounts at and bank account with a bank.

You have the right to revoke or terminate this Power of Attorney at any time and any such revocation or termination shall be effective upon receipt of one month's written notice.

If there is anything about this Power of Attorney you do not understand, you should consult your own legal advisor.]

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COVERING LETTER

From _____

To, The Branch Manager,
HDFC Bank Ltd,
Stephen House Branch.



Dear Sir / Madam,

Sub: Operation of my bank account no. _____

I/We have entered into an arrangement with Narnolia Capital Advisors Pvt Ltd for availing loan facility. I/We hereby confirm having granted a Power of Attorney (POA) in favour of Narnolia Capital Advisors Pvt Ltd with the powers to operate the said account maintained with you for and on my/our behalf and in my/our name/(s)

1. Whereby the account will be operated by Narnolia Capital Advisors Pvt Ltd through its authorised representative(s).
2. For operational convenience, the bank account shall be operated by POA holder only and also same can be opened and operated in any city other than the place of my/our residence. In case I/we choose to operate the account, shall intimate the bank **only after NOC from POA Holder.**
3. I/We, Authorize you to deliver the Welcome Letter, Chequebook, Statement of Account, electronic banking facilities **and** any other deliverables in respect of the said account to the mailing address communicated to you by the POA holder.
4. Further state that the transactions carried out by POA holder are in tune with my profile / nature of business / income declared etc.



Further, I/we hereby declare that as on date my net worth is Rs. _____.

Yours Faithfully,



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DEBIT AUTHORITY LETTER

From,

To

NARNOLIA CAPITAL ADVISORS PVT. LTD..
236B, AJC Bose Road, 2nd Floor, Room No. 201,
Kolkata - 700020



Dear Sir/Madam:

Sub: Debit Authority Letter

I/We am/are pleased to inform you that, I/we will be utilizing the electronic payments facility of HDFC Bank Limited. ("HDFC Bank").

Under the scheme you will be able to receive settlements of my/our dues merely by advising Bank of the amount due and the due date of payments. Further, I/we understand that HDFC Bank is in a position to provide a facility where by my/our account can be accessed via Internet and funds could be transferred electronically from my/our account to the account of NARNOLIA CAPITAL ADVISORS PVT. LTD. Needless to say, your ability to recover my/our dues will be limited to the extent of facility available to my/our account. In terms of agreement arrived at between me/us and to facilitate transactions, I/We hereby irrevocably and unconditionally confirm and state as under:

- a) I/We hereby authorize you to operate my/our Current/ Savings Account No. _____ through your authorized signatory / nominee for purposes of transfer of funds lying in my/our account to your account maintained with HDFC Bank Limited at Stephen House branch.
- b) The instructions being given by me/us, as stated above, are irrevocable and cannot be modified by me/us without your prior written consent.
- c) I/We authorize you to obtain the user ID password and / or any material details from HDFC Bank as may be required by you to operate my/our above mentioned account entirely at my/our risk and responsibility.



I/We hereby instruct you to act in accordance with above.

Yours Truly,



I/We accept the Debit authority issued as per this letter.

NARNOLIA CAPITAL ADVISORS PVT. LTD. (POA Holder)

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Prevention of Money Laundering Act, 2002 (PMLA)

The Prevention of Money Laundering Act, 2002 came into effect from 1st July 2005

Applicability of PMLA Act

Banking Company

Non-Banking Financial Company (NBFC)

Financial institution

Intermediary (which includes a stock broker, sub-broker, depository participant, share transfer agent, portfolio manager, other intermediaries associated with securities market and registered under section 12 of the SEBI Act, 1992)

Objectives

The Act is intended to supplement the law enforcement authorities activities, to detect proceeds derived from serious crimes and help to effectively prevent money laundering, terrorist financing, and recycling of illegally obtained money.,

In brief the objectives of AML are as follows:-

- a. To prevent financial intermediaries from being used as a channel for the purpose of Money laundering & terrorist financing.
- b. To preserve the integrity/stability of the Financial System.
- c. To work hand in hand with the regulators to flush money laundering and terrorist financing activities out of our financial system.

What is Money Laundering?

Money Laundering is a process of making dirty money look clean. Money laundering is the process by which criminal attempt to hide and disguise the true origin and ownership of the proceeds of their criminal activities.

Through money laundering, the launderer transforms the monetary proceeds derived from criminal activity into funds with an apparent legal source.

Steps taken by Narnolia Capital Advisors Pvt. Ltd.

Narnolia Capital Advisors Pvt. Ltd. is fulfilling objective of AML program in 3 steps:-

- a) Identification of clients
- b) Monitoring of clients transactions
- c) Reporting of suspicious transactions

Obligation of the client:-

Implementation of AML/CFT measure requires demand of certain information from investors which may be of personal nature or has hitherto never been called for. Such information can include documents evidencing source of funds/income tax return/bank records etc. This can sometimes lead to raising of questions by the client with regard to the motive and purpose of collecting such information. This document has therefore been prepared to sensitize the clients about requirements emanating from AML and CFT framework.

Clients are required to provide complete details at the time of account opening:-

- 1) Address proof
- 2) Identity proof
- 3) PAN
- 4) Income details

Clients are required to periodically update

- 1) Contact details
- 2) Financial details
- 3) Occupational details

The transactions executed by the clients need to be commensurate with the disclosed income details. Clients are required to provide requested explanation / details for suspicious transactions.

Narnolia™

Narnolia Capital Advisors Private Limited

Arch Water Front, 5th Floor, Plot
No. F4, Block GP, Nabadiganta, Salt
Lake, Sector-V, Kolkata - 700 091.

Marble Arch Office, No. 201
236B, AJC Bose Road, 2nd Floor,
Room No. 201, Kolkata - 700020

803 & 703, A Wing, Kanakia Wall
Street, Andheri Kurla Road, Andheri
(E), Mumbai - 400093

Ph : 033 4054 1700 / 1730 / 1823 | E-mail : las@narnolia.com/care@narnolia.com | Web : www.narnolia.com

Group Corporate Offices : Mumbai . Delhi . Bengaluru . Kolkata . Ranchi . Ahmedabad . New York