

9. LETTER OF AUTHORITY-CUM-UNDERSTANDING

M/s Narayan Capital Services Pvt. Ltd.
A-28, 1st Floor, Jhilmil Industrial Area
New Delhi – 110 095

Client Name : _____

Client Code : _____

Date :

Dear Sir,

Sub: Letter of Authority-Cum-Understanding

I/We am/are dealing with you as client and in order to facilitate ease of operations, I/We authorise you as under :

1. I/We authorise you to setoff outstanding in any of my/our accounts against credits available or arising in any other accounts maintained with you irrespective of the fact that such credits in the accounts may pertain to transactions in any segment of the Exchange or in any other exchange and/or against the value of cash margin or collateral shares provided to you by me/us.
2. I/We hereby authorise you not to provide me/us Order Confirmation / Modification / Cancellation Slips and Trade Confirmation Slips to avoid unnecessary paper work. I/We shall get the required details from contract notes issued by you.
3. I/We hereby authorise you to keep all the securities which I/We have given you in margin including the payout of securities received by us for meeting margin / other obligation in any of the stock exchanges in whatever manner which may include pledging of shares in favour of bank and / or taking loan against the same or meeting margin/ pay - in obligation on my/our behalf or for giving the same as margin to the any of the Stock Exchanges or otherwise.
4. I/We request you to retain credit balance in any of my/our account and to use the unused funds towards my/our margin/future obligations at any or both the Exchanges unless I/We instruct you otherwise. I/We also authorize you to debit the necessary demat charges from time to time, for keeping the shares in your client demat beneficiary account on my behalf. I/We also authorise you to debit the delayed pay-in charges @ 0.07% per day for the debit balances if any, in my account and not settled as per the exchange requirements.

I/We also authorise you to debit transfer charges, bad delivery charges or any other charges which may be rightfully due to you in respect of my trading account held with you.
5. I/We request you to retain Securities in your demat account for my/our margin/future obligations at all Exchanges, unless I/We instruct you to transfer the same to my/our account.
6. I/We request you to consider my/our telephonic instructions for order placing/order modification/order cancellation as a written instruction and give me/us all the confirmation on telephone unless instructed otherwise in writing. I/We am/are getting required details from contract notes issued by you.
7. I/We agree not to hold you responsible for late/non-receipt of contract notes sent in electronic form and any other communication for any reason including but not limited to failure of email services, loss of connectivity, email in transit etc. I/We agree that the log reports of your dispatching software shall be a conclusive proof of dispatch of contract notes to me/us and such dispatch shall be deemed to mean receipt by me/us and shall not be disputed by me/us on account of any non-receipt/delayed receipt for any reason whatsoever.
8. I/We will inform you the change of my/our e-mail ID, if any, in future either by written communication or through email from e-mail ID registered with you.
9. I/We confirm that I/we will never sublet the trading terminal on any term of connectivity from my place to any other place without your prior approval.
10. I/We am/are agreeable for inter-settlement transfer of securities towards settlements.
11. I/We am/are agreeable for & authorise you to with hold funds pay-out towards all the applicable margins and debits.
12. All fines/penalties and charges levied upon you due to my/our acts / deeds or transactions may be recovered by you from my/our account.
13. The terms of this Letter of authority-cum-understanding shall always be subject to Government notifications, any rules, regulations and guidelines issued by SEBI and Relevant Stock Exchange rules, regulations and Bye-laws that may be in force from time to time.
14. I/We hereby agree & confirm that the instructions issued by my/our authorized representative shall be binding on me/us in accordance with the letter authorizing the said representative to deal on my/our behalf.
15. I/We, hereby confirm that I/We shall abide by the terms and conditions related to the use of your website and Internet Trading through order routed system as provided at your website.
16. I/We, hereby give my/our consent that in case where the payment towards the margin be made by me/us through a

Signature of the Client: (9)

cheque issued in your favour then any trade(s) would be executed by you only upon the realization of the funds of the said cheque or at your discretion.

17. I/We hereby agree and express no objection whatsoever, to the fact that you may tape-record any conversation, whenever you consider necessary, directly or over the telephone and also that such tape-recorded conversation shall have the absolute validity as an authentic instrument to help resolve any dispute(s) in connection with the trading transactions.
18. In case of dishonour of any of the cheque(s) issued by me/us in your favour, I/We undertake to pay you the penal charges of Rs. 250/- or such amount actually charged by the bank whichever is higher, in respect of each cheque dishonoured. Further in case of dishonour of any Cheque(s), I/We, hereby waive/dispense with the notice of dishonour of the cheque(s) by you on me/us. I/We agree to replace the cheque(s), if so required by you.
19. Arrangements with Relationship Bank: I/We agree that you may have relationship with one or more banks ("the relationship Bank") and in that case, the payment window would be provided at your website through a link to the web site of the relationship bank which provides the facility. In such case, I/We would make the payment for Securities/Currency purchased by me/us by crediting the purchase amount (along with the indicated brokerage amount) directly to your account with the relationship bank by means of a fund transfer on or before the pay-out date of the relevant exchange on which the sale transaction is carried out. I/We am/are aware and hereby agree that the payment gateway mechanism is a service offered by the Banks with whom you may establish relation for facilitating the transfer of funds between my/our account and your account. Thus I/We shall not hold you liable for any consequential loss or damage or loss of profit business, revenues, goodwill or anticipated saving which may arise due to failure and / or withdrawal of (i) the payment gateway services offered by such bank (ii) the payment Mechanism.
20. I/We hereby undertake to indemnify & keep indemnified you and hold you safe against any loss, claims, costs, expenses, charges, damages and liabilities, whether civil or criminal, arising from or pertaining to the trading that would be done by me/us through you, including any act or omission and/or commission committed by me/us by way of default, bad deliveries or any other such fraudulent act and/or that may be incurred by you due to any lapse or default on my/our part in complying with any statutory rule or order or any instructions issued by any statutory authority relating to the trading or complying with such instructions, whether or not such loss or damage results from my/our negligence or otherwise.
21. I/We hereby agree that you may from time to time impose and vary limits on the orders placed by me/us (including exposure limits, turnover limits, limits as to the number, value and/or kind of securities in respect of which orders can be placed, the companies in respect of whose securities orders can be placed, etc.). I/We am/are aware and also agree that you may need to vary or reduce the limits or impose new limits urgently on the basis of your risk perception and other factors considered relevant by you irrespective of whether you inform me/us about such variation, reduction or imposition in advance. I/We shall never hold you responsible for such variation, reduction or imposition or for my/our inability to route any order through your internet trading through order routed system on account of any such variation, reduction or imposition of limits. I/We understand and agree that you may at any time, at your sole discretion and without prior notice, prohibit or restrict my/our ability to place orders or trade in securities/Currency through you.
22. I/We hereby agree that you may, at your sole discretion, subject any order placed by me/us to manual review and entry, which may cause delay in the processing of the my/our order or may result in rejection of such order.
23. In case of a market order, I/We agree that I/We will receive the price at which my/our order is executed by the exchange's computer system; and such price may be different from the price at which the security/currency is trading when my/our order is entered into your internet trading through order routed system.
24. I/We hereby agree that you may at your sole discretion, stop or refuse to take order(s) before the closure of the market timings either due to heavy rush or due to the systems getting overloaded or for any other reason.
25. I/We hereby agree that if any transaction has been executed in a wrong client code due to any communication gap/error and any modification in the same is desired by me/us, it will be possible only if it is intimated to your office on the day of the transaction itself, within 15 minutes of market closing. Thereafter it will not be possible to change the account code due to your accounting compulsions.
26. I/We hereby agree that I/We shall be liable to ensure that the stocks / shares / securities / debentures and any other tradable financial instruments sold by me/us must reach your appropriate depository/demat pool account of the respective stock exchange(s) along with the prior written intimation to you, well in time to meet out the delivery obligations to respective stock exchange(s). I/We shall not hold you liable for any delay or error/omission on the part of my/our Depository Participant in transferring the required securities in your appropriate depository / demat pool account. Such lapses/errors shall be treated as short delivery. I/We shall be liable to pay the cost/penalties

imposed by respective stock exchanges in auctioning/squaring up of the above non delivered securities.

27. I/We am/are aware & hereby confirm that I/We have the option of downloading the Electronic/Digital Contract Note/Other Documents from your website(s) (www.sharpmoney.in). I/We hereby confirm that I/We shall regularly (on daily basis) visit the above website(s) and download the electronic contract notes/other available reports/documents. I/We take full responsibility for protecting the user-id and password used for downloading the above reports/documents.
28. I/We hereby agree that all Pay-out payments will be made within the time limit(s) specified by the respective stock exchange(s)/SEBI and if I/We require the payment through Pay Order/Draft, then the necessary charges for the same would be debited from my/our account. I/We shall not hold you liable for any delay attributed due to the respective stock exchanges(s).
29. I/We hereby agree and authorise you to determine the market value of securities placed as margin after applying a haircut that you may consider appropriate. I/We hereby agree that my/our positions are valued at the latest market price available ('marked to market') on a continuous basis by you. I/We undertake to monitor the adequacy of the collateral and the market value of such securities on a continuous basis. If due to price fluctuations, there is erosion in the values of the margins, I/We, hereby, agree to replenish any shortfall in the value of the margins immediately, whether or not you intimate such shortfall.
30. I/We hereby confirm that I/We shall trade with you within the limit sanctioned to me/us by you, which in turn depends upon the security deposit(s) furnished by me/us with you. I/We agree that you have the right to reduce the above trading limit depending on the market conditions. A verbal communication from you to me/us would be sufficient notice of the same. I/We agree that in case I/We want to exceed the original/modified limit, then I/We would have to furnish additional security to your satisfaction.
31. I/We shall not be entitled to presume an order as having been executed or cancelled until a confirmation from you is received by me/us.
32. I/We hereby agree that all investment and disinvestment decisions are based on my/our own evaluation of financial circumstances and investment objectives. This extends to any decisions made by me/us on the basis of any information that may be made available on your website. I/We shall not hold you or any of your officers, directors, employees, agents, subsidiaries, affiliates or business associates liable for any trading losses, cost of damage incurred by me/us consequent upon; relying on investment information, research opinions or advice or

any other material/information whatsoever on your website whether put up by you or any other agency. I/We am/are aware & agree that any information on your website based on your/ other external sources' research is subject to normal variations in the stock market and is merely an estimation of the viability or otherwise of certain investments, and thus you shall not be holding any responsibility for such information. I/We agree that I/We should seek independent professional advice regarding the suitability of any investment decisions. I/We also acknowledge that neither you nor your employees are authorized to give any such advice and that I/We will not solicit or rely upon any such advice from you or any of your employees.

33. I/We hereby agree and undertake that I/We will deliver only those stocks/securities/ any other tradable financial instruments which are standing in my/our name and legally belong to me/us and are routed through my/our demat account only.
34. I/We understand that the Exchange asserts a proprietary interest in all of the market data it furnishes, directly or through you or otherwise. I/We understand that the Exchange does not guarantee the timeliness, sequence, accuracy or completeness of market data or any other market information, or any messages disseminated by it. Neither you nor the Exchange shall be liable in any way for incorrect, misleading, incomplete or dated data or information and, if I/We act on the basis of the same, I/We shall do so at my/our own risk and cost.
35. I/We agree that I/We shall not hold you liable for losses caused directly or indirectly by government restriction Exchange or market rulings, suspension of trading, computer, communication, telephone or system failure, war, earthquakes, flood, accident, power failure, equipment or software malfunction, strikes or any other conditions beyond your control.
36. I/We hereby agree that in the event of any provisions of this Letter of authority-cum-understanding being held to be or becoming invalid, unenforceable or illegal for any reason, this Letter of authority-cum-understanding shall remain otherwise in full force apart from the said provision, which will be deemed deleted.
37. I/We hereby admit that this Letter of authority-cum-understanding has been fully explained to me/us and I/We have fully understood its terms. Further I/We am/are giving this voluntarily and not under any influence.

Yours faithfully,

Signature: (11)