

Application No.

JQ

REF NO.



PORTFOLIO MANAGEMENT SERVICES

POWER OF ATTORNEY

Rest Assured



**PORTFOLIO
MANAGEMENT
SERVICES**

Power of Attorney (Schedule A)

TO ALL TO WHOM THESE PRESENTS SHALL COME I/WE,

1) _____

2) _____

3) _____

individual/NRI/Trust/HUF/Firm/Cooperative Society/Company registered under the Companies Act, 1956/2013, or LLP registered under the LLP Act residing at / having its registered office/ place of business at _____

(hereinafter referred to as "**the Client**" which expression shall, unless the context otherwise requires, be deemed to include his/her successors, administrators, executors and assigns) SEND GREETINGS:

WHEREAS:

By a Discretionary Portfolio Management Services Agreement (hereinafter referred to as "the PM Agreement") entered into between the Client of the One Part and NJ Advisory Services Private Limited ("**NJAS**"), a Company incorporated under the Companies Act, 1956, and having its Registered Office at Block No.901, 6th Floor, B Tower, Udhna Udyognagar Sangh Commercial Complex, Central Road No.10, Udhna, Surat - 394210, Gujarat ; registered with SEBI vide Registration No.INP000003518 of the Other Part. The Client appointed NJ Advisory Services Private Limited, as the Portfolio Manager (hereinafter referred to as "**the Portfolio Manager**" or "**Constituted Attorney**" or "**Attorney**" which expression shall unless repugnant to the context and meaning thereof be deemed to mean and include successors and assigns) to manage, invest and operate the Portfolio of the Client including, without limitation, with a power to appoint custodians, agents, representatives, banks or service providers or other persons as the Portfolio Manager may deem fit from time to time to perform any of the functions which the Portfolio Manager is empowered / obligated to perform and to delegate to such persons the authority/power to perform any of the functions to be performed by the Portfolio Manager and provide such instructions as the Portfolio Manager may deem fit from time to time to enable such performance.

I/we, the Client(s) hereby irrevocably confirm the appointment of the Portfolio Manager for the Securities the Client owned, acquired or dealt with or to be owned, or dealt with or to be owned in the name of the Client

and the Portfolio Manager agrees to act and provide Portfolio Management Services for the Portfolio in the manner set out herein:

NOW KNOW YE ALL MEN THAT I / we, the Client(s) who are signatories to this Power of Attorney do hereby nominate, constitute, appoint and authorise the said Portfolio Manager to act through any of the officers, authorised to act as such by the Portfolio Manager to be the Client's lawful attorney and to do all or any of the following acts, deeds and things in respect of the Portfolio Management:

1. To make necessary application(s) on behalf of the Client, to any Government, Quasi government or Local Authorities, in India, including but not limited to, the Central Government and/or the Reserve Bank of India and/or the Income Tax Authorities and/or Securities and Exchange Board of India in connection with my/our purchase/sale/transfer holdings and continuing to hold Securities, and to represent the Client in all respects before such authority or authorities and establish the ownership of the Securities in the Client's name and if required, to give instructions in this regard to the Custodian or any authorised agent.
2. To appoint, nominate, engage and instruct brokers, custodians, depository participants, and/or agent of other intermediary in relation to the Discretionary Portfolio Management Services including but not limited to effecting purchase, sale and transfer of the Securities and to enter into agreements and deal with them for the same and share information with them as required or deemed fit for the purpose of rendering Portfolio Management Services.
3. To acquire by subscribing to or by purchase of Securities and to sell, transferring the investments in the units of mutual fund from one scheme to another or between mutual funds, including to enter into foreign transactions required for this at the Portfolio Manager's own discretion for and on behalf of Client subject to compliance with the applicable laws in force.
4. For the purpose of the aforesaid to sign contracts, agreements, transfers, acceptances, receipts, acquittance or other instruments, documents and forms, to accept and carry out correspondence with such person(s) or authority/authorities or department(s) and to do all lawful acts requisite for effecting the same.
5. To give instructions to the custodian or any other authorised agent to

x 01/07

x

NJAS Signatory

x 02/07

Sole/First Applicant

x

Second Applicant

x

Third Applicant

Power of Attorney (Schedule A)

acquire by subscription, purchase or otherwise, any Securities; to sell, transfer, endorse or deliver any Securities now standing in the name of the Client or to be hereafter acquired and to sign and execute all transfer deeds, forms, applications or such other instruments, documents and papers as may be necessary for the purpose of acquiring or transferring the Securities in the name of the Client, selling the Securities held in the name of the Client.

- 6. To make application for, or to renounce and sign renunciation forms in respect of bonds/debentures, rights shares and additional shares of any company/body/authority and to receive and hold such rights or additional shares, bonds or debentures at your own discretion.
- 7. To re-balance the Assets / Portfolio as deemed fit.
- 8. To open and/or operate new or existing safe custody account or to keep in safe custody the Securities acquired pursuant to the authority presents.
- 9. To appoint and issue any instruction to any auditors for the purpose of auditing my accounts on a quarterly, half yearly and annual basis.
- 10. To operate depository account more particularly, DP ID. _____

BO ID No. _____ opened or to be opened with _____, a depository participant and to issue instructions relating to dematerialisation or rematerialising of Securities, freezing of accounts, to block and/or debit the account, to give delivery/receipt instructions, pledge instruction, pledge closure instructions, lending and borrowing instructions, and to do all such other things that may be required in the course of business relating to the depository account opened on my/our behalf including closure of the account if deemed necessary or expedient.

- 11. Subject to the extant exchange control regulations in India to demand, receive and give good and effectual receipt(s) and discharge(s) for all or any dividends, interest, bonuses or any other sum(s) and/or income from the shares, debentures, units and other investments and to sign and endorse pay orders, dividend or other dues of whatever nature or account which are now or at any time may be due and payable and belong to me/or us on any account(s).
- 12. To enter into agreement or arrangement with any service provider or platform for the online display, uploading, etc. and/or electronic emailing of statements, records, portfolio information, etc. of the Client.
- 13. To operate one or more bank accounts as designated by the Client.
- 14. To collect and deposit the monies realized from sale of the Securities and all interest, dividends on my/ our behalf in my/our behalf at the discretion of the Portfolio Manager and/or to invest the same in any other securities/units of mutual fund/ deposits or in any other instrument which the Attorney considers best under the circumstances.
- 15. To negotiate with any person whether body corporate or otherwise and effect the purchase/sale of Securities on such terms and at such price as the said Attorney may consider best under circumstances.

- 16. To comply and/or cause to be complied with all statutory and other requirements attached to or arising out of these premises and for these purpose to take such steps and actions necessary or proper, including signing of affidavits, indemnity, declarations, legal documents, deeds and writings required.
- 17. And for all or any of the purposes aforesaid to appoint from time to time a substitute and to revoke such substitution but so that the appointment of any such substitute shall not affect or prejudice the rights of Attorney to act hereunder and the Attorney may continue to do so notwithstanding such appointments.
- 18. To appoint and employ agents including chartered accountant, advocates or the legal practitioners, overseers, receivers or other persons on such remuneration by way of fees, salary, commission or otherwise as the above named attorney may think proper and to dismiss and discharge them from time to time and to employ or appoint any other in their replacement.
- 19. To enter into agreement with any service provider / platform for the recording, storing and/or display and reporting on online desks, accounts of data and information related to the Services of the Client as deemed fit.
- 20. To commence, prosecute, enforce, defend, answer or oppose any suit or other legal proceedings filed, instituted or commenced in connection with any or all matters in which I/we may be interested. In all such proceedings and for such purposes to enter into a compromise or refer the dispute to arbitration or abandon any claim or submit to the judgement or become non-suited in all such proceedings whether pending or not.
- 21. To receive statements, notices, any other communication from depository participants, brokers, custodians and/or any other agents or parties from time to time.
- 22. To pay or allow all taxes, rates, charges, deductions, expenses and outgoing whatsoever due and payable or to become due and payable on account of or in respect of the Securities.
- 23. To debit the Client's account for all the service charges, fees, out of pocket expenses, franking charges, audit fees or other amounts payable by the Client from time to time in accordance with the PM Agreement.
- 24. To rectify any defect in the institution of any suit or other action before any authority or Court of Law for prosecuting or defending any action before any authority or Court, by making such amendments as may be required and permissible under law and to do such acts deeds and things required to cure any suit or appeal or revision now pending and arising out any suit or proceeding which have since been disposed off.
- 25. This Power of Attorney given under my/our hands is irrevocable by me/us during the tenure of my/our Portfolio account with Portfolio Manager, is operational in accordance with the terms and conditions of PM Agreement and all applicable laws.

x 03/07

x 04/07

x

NJAS Signatory

x 05/07

Sole/First Applicant

x

Second Applicant

x

Third Applicant

Power of Attorney (Schedule A)

I/we, hereby agree to ratify and confirm whatsoever shall be done in the premises by virtue of these presents either by the Attorney or by any substitute appointed by the Attorney.

And generally the Attorney shall have the power to do, execute and perform any other act or acts, deeds, matter or things whatsoever which in the opinion of my/our said Attorney ought to be done, executed and performed by virtues of these presents as I, myself/we ourselves could do the same if I/we were personally present.

I/we do and confirm and agree to ratify and confirmation and whatsoever acts, deeds, matters and things done or cause to be done by the Attorney and declared that the Attorney being a body corporate, the power herein

above granted may be exercised by any of its agents or employees to whom the Attorney may delegate any of the powers aforesaid and accordingly the Attorney may appoint and remove any sub-agent or Attorney from time to time as it may consider appropriate.

This Power of Attorney above shall continue to subsist after the death / dissolution of the Client for a period of 30 (thirty) days from the date on which Portfolio Manager is informed of the death /dissolution of the Client in writing by the legal representative of the Client and Portfolio Manger shall be entitled to continue to act under the terms of this Power of Attorney.

This instrument shall be subject to the exclusive jurisdiction of the Courts in Surat, Gujarat alone.

IN WITNESS WHEREOF I/We the client herein has/have hereunto set my/our hand(s) at _____ on this _____

day of _____ 20__ .

| | Sole/First Applicant | Second Applicant | Third Applicant |
|----------------|----------------------|------------------|-----------------|
| Client Name | | | |
| Signatory Name | | | |
| Signature | x 06/07 | | |

Witness for Power of Attorney

Name: _____

Name: _____

Signature: x

Signature: x

For and on behalf of
NJ Advisory Services Private Limited

x

Constituted Attorney

Place: _____

Date: _____

Registration of Power of Attorney

Date: _____

To,

NJ India Invest Private Limited

Block No. 901, 6th Floor, B Tower, Udhna Udyognagar Sangh
Commercial Complex, Central Road No.10,
Udhna, Surat - 394 210, Gujarat.

Dear Sir,

Ref: DP ID 12064200 Client ID 12064200 _____

Sub: Registration of power of Attorney in favor of NJ Advisory Services Private Limited.

I/We request you to register the enclosed certified true copy of Power of Attorney which I/We have issued in favor of NJ Advisory Services Private Limited for operation of the above demat account.

A confirmation from you to NJ Advisory Services Private Limited on completion of this request would be solicited.

Thanking you.

| | Sole/First Applicant | Second Applicant | Third Applicant |
|----------------|----------------------|------------------|-----------------|
| Client Name | | | |
| Signatory Name | | | |
| Signature | x 07/07 | | |

www.njpms.in



Head Office: NJ Advisory Services Pvt. Ltd., Block No. 901, 6th Floor, 'B' Tower, Udhna Udyog Nagar
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