

## POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS THAT I / WE \_\_\_\_\_ (hereinafter called the "Client") having address at \_\_\_\_\_

SEND GREETINGS:

First / Sole Holder

Second Holder

Third Holder

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## WHEREAS:

1. By an Investment Management Agreement of even date, (hereinafter referred to as **"the Investment Management Agreement"**) executed between the Client and **ENAM ASSET MANAGEMENT COMPANY PRIVATE LIMITED**, a company incorporated under the Companies Act, 2013 (erstwhile Companies Act, 1956) and having its registered office at 810, Raheja Chambers, Free Press Journal Road, Nariman Point, Mumbai 400021, India ("hereinafter called" the **"Portfolio Manager"**), the Client has appointed the Portfolio Manager to provide to the Client discretionary portfolio manager services and accordingly manage the Capital (as defined in the Investment Management Agreement) placed by the Client with the Portfolio Manager and the Portfolio Manager agreed to act as portfolio manager of the Client and provide discretionary portfolio management services by investing the Capital of the Client in Securities (as hereinafter defined) in accordance to the terms and conditions more particularly set out in the Investment Management Agreement.
2. I/We hereby confirm the appointment of the Portfolio Manager for the Capital (which includes Securities) of Client owned, acquired or dealt with or to be owned, acquired or dealt with in the name of the Client. The Portfolio Manager agrees to act and provide portfolio management services for the Capital in the manner set out herein:

NOW KNOW YE ALL THAT I / WE, the Client who are signatories to this Power of Attorney, for me/us and on my/our behalf and on behalf of the survivor of me/us in my/our name and in the name or names of my/our survivor or survivors, do hereby [jointly and severally] nominate, constitute, appoint and authorize the said **"ENAM ASSET MANAGEMENT COMPANY PRIVATE LIMITED"** (the **"Portfolio Manager"**) to act through any of the officers authorized to act as such by the Portfolio Manager, to be the Client's lawful attorney and to do various acts, matters and things on behalf of the Client in relation to and concerning the funds, monies, amounts placed by us with or given to or for any portfolio management scheme of the Portfolio Manager or the services to be provided to the Client under the Investment Management Agreement at its sole discretion and independently provided that, for the avoidance of doubt, any action which may require the investment of additional funds or the assumption of additional obligations beyond 'the value of the Client's Portfolio may not be undertaken without the written consent of the Client:-

1. To take decisions solely and independently regarding subscribing, obtaining, buying, accepting, acquiring, endorsing, transferring, redeeming, renewing, exchanging, disposing, selling or otherwise deal in the securities in the Client's portfolio of assets.
2. To nominate or engage brokers or sub-brokers for effecting purchase or sale of Securities and to issue instructions to them in this regard and other representatives in the sole discretion of the Portfolio Manager.
3. To make necessary applications(s) on behalf of the Client, to any Government, Quasi-government or local authorities in India including the Securities and Exchange Board of India and the Reserve Bank of India for or incidental to purchase, sale, transfer of or holding and or continuing to hold any instrument(s) included within the definition of "security" under Section 2(h) of the Securities Contracts (Regulation) Act, 1956 and any securities of a private company, but not including any instrument in which the Portfolio Manager cannot invest on behalf of its clients in terms of the PM Regulations (hereinafter referred to as "the 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.