

## POWER OF ATTORNEY & INSTRUCTIONS

To,

1. HDFC Bank Limited: HDFC Bank House, C. S. No. 6/242, Senapati Bapat Marg, Lower Parel, Mumbai 400 013.
2. HDFC securities Limited, I Think Techno Campus, Building - B, "Alpha", Office Floor 8, Kanjurmarg (East), Mumbai - 400 042.

Dear Sirs,

Re: Mandatory Rights and Obligations prescribed by SEBI

Non- mandatory Additional Rights and Obligations Confirmation dated \_\_\_\_\_, 20\_\_\_\_ ("Additional Rights and Obligations Confirmation") by the Client (as described below) ("Client") in favour of HDFC securities Limited ("HDFC securities")

### Background

The Client is desirous of investing and/ or trading in securities, making investments and entering into various transactions (hereinafter, for the sake of convenience, collectively referred to as "Securities") with or through HDFC securities and for this purpose the Client has signed the account opening form together with the Mandatory Rights and Obligations prescribed by SEBI and Additional Rights and Obligations Confirmation by the Client in favour of HDFC Securities (hereinafter collectively referred to as the "Account Opening Documentation").

Pursuant to the provisions of the Account Opening Documentation, the Client and the other account holders (described below) (hereinafter collectively referred to as the "Joint Account Holders") have designated the bank accounts and demat accounts which are maintained with HDFC Bank Limited ("HDFC Bank") and are described in the Schedule below as the Associated Accounts for the purposes of the Account Opening Documentation; The Joint Account Holders are the holders of one or more of the Associated Accounts as stated in the Schedule below;

Under the terms of the Account Opening Documentation, the Joint Account Holders have agreed to execute and deliver a power of attorney to HDFC Bank and instructions to HDFC Bank and HDFC securities in respect of the Associated Accounts of which they are the holders, which the Joint Account Holders hereby do as under:-

### POWER OF ATTORNEY

1. I/We, the Joint Account Holders, do hereby nominate and appoint HDFC Bank, acting through any of its officers or employees or any sub-agents or delegates, to be my/our true and lawful agents and attorney for me/us and on my/our behalf and in my/our name from time to time, to do and exercise or cause to be done and exercised all or any of the following acts, powers and authorities:

a. To block, hold and/or create / mark a lien, charge or hypothecation on one or more of the Associated Accounts or all or any of the money or securities therein including in the internal systems of the Bank or the systems of the Depository, as HDFC Bank may deem fit and thereafter without any further instructions (this writing constituting my/our instructions to do so) to transfer all the said money and/ or the securities to HDFC securities or any account(s) of HDFC securities specified in the schedule hereto or to such other accounts as may be specified on the website of HDFC securities and by electronic mail or otherwise or in accordance with the instructions of HDFC securities.

b. To transfer any securities or money from any Associated Account(s) to HDFC securities or any account(s) of HDFC securities specified in the schedule hereto or to such other accounts as may be specified on the website of HDFC securities and by electronic mail or otherwise for the following purposes:

(i) towards stock exchange related margin/delivery and/or settlement obligations arising out of trades executed by me/us on the stock exchange through HDFC securities;

(ii) for recovering any outstanding amount due from me/us arising out of my/our trading activities on the stock exchanges through HDFC securities;

(iii) for meeting obligations arising out of my / our subscription to, securities (whether in my/our name or otherwise) of all kinds, whether listed or unlisted, including units of Unit Trust of India or other mutual funds, government securities, negotiable instruments, certificates of deposits, participation certificates, commercial paper, bank deposits, fixed deposits, money market instruments, collective investment schemes or any other security or financial instrument, derivatives, including but not limited to equity derivatives, currency derivatives, interest rate derivatives, forwards, futures, swaps and options, and public provident fund, national savings schemes, new pension system / scheme and other savings schemes of Government of India or other undertakings, life insurance, general insurance or such other products / facilities / services offered and/or distributed by HDFC securities, from time to time or in connection with any transaction effected or entered into or proposed to be effected or entered into by HDFC securities pursuant to the said Account Opening Documentation;

(iv) towards monies/ fees/ charges, or the like due to HDFC Bank and/or HDFC securities payable by virtue of my/ us using/ subscribing to any of the facilities/ services availed by me/ us. Provided that no securities shall be transferred for any 'off market trades'. Provided further, that any funds or securities that have been erroneously transferred to HDFC securities / received by HDFC Bank, or that HDFC securities or HDFC Bank were not entitled to receive, shall be re-transferred / returned to the associated account from which they were transferred.

c. To sign, deliver and/or acknowledge all instructions, forms, transfer deeds, depository forms and instruments, cheques, drafts, slips, receipts and other instruments and writings which are necessary or advisable for performing all or any of the powers or authorities hereby conferred.

d. To apply for, subscribe to, purchase, redeem and/or sell in any other manner acquire or dispose of securities (whether in the name of the Client or otherwise) of all kinds, whether listed or unlisted, including units of Unit



X Signature of 1st holder

Trust of India or other mutual funds, government securities, negotiable instruments, certificates of deposits, participation certificates, commercial paper, bank deposits, fixed deposits, money market instruments or other instruments of like nature, collective investment scheme or any other security or financial instrument, derivatives, including but not limited to equity derivatives, currency derivatives, interest rate derivatives, forwards, futures, swaps and options, and public provident fund, national savings schemes, new pension system / scheme and other savings schemes of Government of India or other undertakings, life insurance, general insurance or such other products/facilities/services, offered and/or distributed by HDFC Securities. In this power of attorney, the term Securities shall include Securities as defined by the Securities Contracts (Regulation) Act, 1956 as amended from time to time.

e. To receive and hold certificates, title documents, deposit receipts, account statements and other documents and writings pertaining to the securities mentioned above and/or any amount invested, advanced or expended by me/us or on my/our behalf and to acknowledge receipt of the same

f. To enter into derivatives contracts on my/our behalf.

g. To sign and endorse all such application forms, transfer deeds, deposit receipts, redemption requests, depository forms, negotiable and other instruments, contracts and other writings and do all such acts as may be required for all or any of the above purposes or otherwise in connection with any transaction effected or entered into or proposed to be effected or entered into by HDFC securities pursuant to the said Account Opening Documentation. For this purpose HDFC Bank may act on the basis of any certificate or writing by HDFC securities that any transaction is effected or entered into or proposed to be effected or entered into by HDFC securities pursuant to the said Account Opening Documentation and the same will be binding on the Joint Account Holder(s) and any other person relying on this power of attorney.

h. To collect, receive and give effectual receipts and discharges, for any sums payable/ receivable on securities or other documents or items deliverable to the Joint Account Holder(s) and to endorse such dividend and interest warrants.

i. To send a consolidated summary of my/our scrip-wise buy and sell positions taken with average rates by short message service or through email on a daily basis. PROVIDED THAT HDFC Bank shall exercise the powers and authorities conferred under the above power of attorney only pursuant to instructions in that behalf given by the Client, which instructions may be given orally, over the telephone, through the internet, through a kiosk, electronically or in any other manner acceptable to HDFC Bank and such instructions given to HDFC Bank or HDFC securities shall be admissible in evidence and shall not be questioned by me/us and shall be conclusive and binding against me/us. AND PROVIDED FURTHER THAT the aforesaid powers and authorities may (at HDFC Bank's and/or HDFC securities' option) be exercised by HDFC Bank on behalf of the Client alone or all or any of the Joint Account Holders, and any such exercise shall be binding upon all the Joint Account Holders. AND I/We the Joint Account Holders do authorize HDFC Bank to, from time to time and without requiring my/our further instructions or consent (this writing constituting my/our consent):-

(i) appoint any sub-agent(s) and/or delegate all or any of the powers granted under the above power of attorney to one or more persons or entities of HDFC Bank's choice on such terms as HDFC Bank may think fit, and

(ii) to remove such sub-agents and withdraw all or any of such delegated powers. PROVIDED THAT in the event of any merger/demerger of HDFC securities or HDFC Bank with any other entity or into another entity, the Client shall be given a prior intimation of such corporate restructuring, not less than one month in advance of any such restructuring taking effect, which intimation may be inter-alia given over the phone, through the website of the companies or electronically.

## **INSTRUCTIONS**

2. I/We the Joint Account Holders, do hereby agree and declare that:

i. The Joint Account Holders of any Associated Account(s) shall at all times make available sufficient funds/securities in the Associated Account(s) for the purpose of the transactions to be carried out pursuant to the Account Opening Documentation and shall not, without HDFC securities prior written consent, close an Associated Account or directly or indirectly operate or give instructions in respect of any Associated Account which may prejudice HDFC securities rights under the Account Opening Documentation or the transactions undertaken thereunder or any power or authority exercisable by HDFC Bank under the above power of attorney or which would be contrary to the provisions of the Account Opening Documentation or any acts by HDFC Bank pursuant to the above power of attorney.

ii. The Joint Account Holders of any Associated Account(s) agree that (a) instructions given by the Client to HDFC Bank to block funds or securities in or to transfer funds or securities from an Associated Account in connection with any transaction entered into and/or to be entered into by the Client with or through HDFC securities will be given first priority over any other instructions or cheques (whether prior or subsequent) given or issued by any Joint Account Holder by itself or through any other attorney,

(b) funds or securities once blocked on the instructions of the Client in connection with any transaction entered into and/or to be entered into by the Client with or through HDFC securities can be released only with the express written consent of HDFC securities to HDFC Bank; and

(c) if the Client has given any blocking, holding, debit or other instructions in respect of any securities or money in any Associated Account, in connection with any transaction entered into and/or to be entered into by the Client with or through HDFC securities, and HDFC securities receives transfer, debit or other instructions in respect of such securities or money from any Joint Account Holder or any



X Signature of 1st holder

other person, then HDFC Bank shall first give effect to the first mentioned instructions and shall also transfer the concerned securities and money to HDFC securities account;

(d) in the event of any instructions being provided to HDFC Bank which could in any manner prejudice any securities blocked by HDFC Bank, HDFC Bank shall be entitled to transfer to its own accord the said blocked securities to HDFC securities ("Forced Transfer")

iii. In case of death, disability, winding up or liquidation of any Joint Account Holder, HDFC Bank shall be entitled to immediately freeze the Associated Accounts, and the power of attorney, shall be revoked as regards such Joint account Holder upon the intimation in writing to HDFC Bank and HDFC securities of such death, disablement, dissolution, winding up or liquidation by the surviving Joint Account Holder/s and the instructions and agreements contained herein shall be revoked within two days of such intimation.

iv. In the event of any change in the number, nature or securities and/or the ISIN number of the securities (during any period in which any securities are blocked pursuant to the aforesaid power of attorney) as a consequence of any corporate action of the concerned company implemented by the Depository, HDFC Bank shall be entitled to accordingly modify the block created to accommodate the changes in ISIN number, the number/nature/quantity of securities maintaining the block at the same percentage of the share capital of the company concerned as originally blocked.

v. In the event of any overriding instructions of the Depository or any court of law resulting in any unavailability of securities, HDFC Bank shall not be obliged to perform any instructions. Provided that in the event that free and clear securities are available with HDFC Bank even after performance of such overriding instruction(s), HDFC Bank shall be entitled to appropriate the securities on a 'first block' basis;

"first block" basis would mean that priority would be given amongst various securities traders/brokers on the basis of the timing and the date of blocking. The person in whose favour the first block is created would be given the first priority in terms of delivery of such free and clear securities.

vi. Due to any systems used for executing instructions there could be consequent delay of one business day (in the normal course) or other number of days (for reason not in control of HDFC Bank) from the date of receipt of the instructions to the actual execution of the instructions on the systems of the relevant Depository and hence instructions will be provided well in advance in order to enable timely delivery. Further all instructions, whether for a hold or transfer or otherwise would be in respect of the balances in the Associated Accounts on the previous day and HDFC Bank would not permit blocking/transfer of any other action in respect of securities which have come to the credit of the Associated Accounts on the current day.

vii I/We have perused the Account Opening Documentation and consent to the provisions thereof. The aforesaid power of attorney has been granted, the instructions herein have been given and the agreements herein contained have been agreed to by me/us in consideration of the Account Opening Documentation and the mutual rights, covenants and obligations thereunder.

viii. This Power of Attorney may be revoked by the Client at any time, however, such revocation shall not affect the obligations of the Client outstanding at the time such revocation and the authority granted hereunder shall continue until all transactions and instructions already executed or issued in pursuance of this Power of Attorney and all outstandings towards HDFC securities or HDFC Bank have been settled.

3. This power of attorney shall come into force upon its acceptance by HDFC Bank.

I/We the Client and the other account holders have hereby executed this Power of Attorney and instructions

at \_\_\_\_\_ on the \_\_\_\_\_

day of 20 \_\_\_\_\_.

Accepted  
For HDFC Bank Limited

Date: \_\_\_\_\_

Authorised Signatory

Place: \_\_\_\_\_



X Signature of 1st holder

ASSOCIATED BANK ACCOUNT DETAILS :-

HDFC BANK A/C:

Customer/UCIC ID:

Account Type: \_\_\_\_\_ Branch \_\_\_\_\_

First Holder Name _____ *Constitution _____ Address _____	<input type="checkbox"/> Signature of 1st holder
Second Holder Name _____ *Constitution _____ Address _____	<input type="checkbox"/> Signature of 2nd holder
Third Holder Name _____ *Constitution _____ Address _____	<input type="checkbox"/> Signature of 3rd holder

ASSOCIATED DEPOSITORY ACCOUNT DETAILS :-

DP ID:

CLIENT ID:

Name of Depository: \_\_\_\_\_

First Holder Name _____ *Constitution _____ Address _____	<input type="checkbox"/> Signature of 1st holder
Second Holder Name _____ *Constitution _____ Address _____	<input type="checkbox"/> Signature of 2nd holder
Third Holder Name _____ *Constitution _____ Address _____	<input type="checkbox"/> Signature of 3rd holder

\* CONSTITUTION: Individual / HUF / Company / Body corporate incorporated under the Companies Act, 1956 / a partnership firm registered under the Indian Partnership Act 1932, comprising of \_\_\_\_\_ as partners / Others (Please specify)

List of HDFC securities Ltd. bank & demat accounts where funds & securities can be moved.

Bank Name	HDFC BANK LTD.
Account no	
	00602030000061, 00602340029392, 00602340029400, 00602340029410, 00602340029427, 00602340029434, 00602340029444, 00602340029451, 00602340029461, 00602340029478, 00602340029488, 00602340029616, 05422320002170, 15772340000727.

Name of the Depository Participant	HDFC BANK LTD.
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NSDL	
DP ID	CLIENT ID
IN300126	11178642, 11178157, 11248012
IN300476	41012590, 41012604, 41561832, 41561840, 41561858, 41012612
IN301549	15199927, 14592379, 18030756, 37528031, 37528040

CDSL	
DP ID	CLIENT ID
13012400	00005785, 00004711, 00004724, 00444628, 00475363