

Discretionary Power of Attorney

KNOW ALL BY THESE PRESENTS THAT I/WE _____,

office / residing at _____,

_____ here in after known as the Client.

WHEREAS Sundaram Alternate Assets Limited, a Company incorporated under the Companies Act, 2013 and having its registered office at 21, Patullos Road, Chennai - 600 002 and its corporate office at Sundaram Towers, 2nd Floor, 46, Whites Road, Royapettah, Chennai - 600 014 (hereinafter referred to as the "Portfolio Manager" or "PM" which expression shall include, unless repugnant to or inconsistent with the subject or context thereof, its successors and assigns) is duly authorised by Securities and Exchange Board of India (hereinafter referred to as SEBI) to provide Portfolio Management Services vide Registration No. INP000006271.

AND WHEREAS The Portfolio Manager has agreed to provide Portfolio Management Services in the name of Sundaram Alternate Assets Limited and the Client, who has agreed to avail the same under the Discretionary Portfolio Management Agreement ("Agreement") of even date.

NOW THESE PRESENTS WITNESS 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 nominate, constitute and appoint Sundaram Alternate Assets Limited (the Portfolio Manager) acting through any of its officers as my/our true and lawful attorney (hereinafter referred to as the said Attorney) to do all or any of the following acts, deeds and things in relation to and concerning the funds, monies, amounts placed by us with or given to or for any portfolio management products of the Portfolio Manager.

1. To make necessary application(s) on my/our behalf to any authorities in India and particularly to the Central Government, Securities and Exchange Board of India and/or Reserve Bank of India in connection with my purchase/sale/transfer/holding and continuing to hold Securities and to represent me in all respects before such authority or authorities and establish without encumbrance the ownership of the Securities in my name.
2. "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 the Unit Trust of India and units issued by Mutual Funds, derivatives, mortgaged 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 unincorporated 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, any other new form of capital or money market instruments that may be issued in the future by any incorporated company/firm/institution or Government.
3. To acquire by subscribing to or by purchase of any Securities, whether of any State Government in India or Central Government or Company or body corporate or otherwise and to sell, transfer and endorse the Securities and to sign and to execute all transfer deeds whether as transferor or transferee and such other instruments, application and papers as may be necessary for the purpose of acquiring or transferring the same.
4. To make applications for or to renounce and sign renunciation forms in respect of rights Securities and additional Securities of any Company or body corporate and to receive and to hold such rights or additional Securities.
5. To manage and make investments and reinvestments of all or any funds or monies forming part of my/our funds/assets and for that purpose buy, sell, transfer and otherwise deal in any other securities forming part of my/our assets.
6. To issue orders and instructions for the acquisitions and disposal of investments for and on behalf of myself/ourselves and to purchase or otherwise acquire, sell or otherwise dispose of and invest in Securities including enter into foreign transactions required for this purpose.
7. To enter into, execute, deliver and amend all contracts, agreements, and other undertakings as may be required, necessary or advisable or incidental to the carrying out of the objectives of the Discretionary Portfolio Management Agreement.
8. To hold in safe custody the investments and all the documents of title to or evidencing ownership of the investments and to procure those of the investments in respect of which registration shall be necessary in order to perfect the transfer thereof and shall as soon as practicable after the receipt of the necessary documents be registered in the name of "Sundaram Alternate Assets Limited - a/c PMS" or any other name as may be deemed appropriate by the Attorney.
9. To operate an account with the Professional Clearing Member/ Custodians/ Depository Participants.
10. To make, sign and execute all forms and documents that are required to operate depository account with depository participant and to issue instructions relating to dematerialization or rematerialisation of securities, freezing/unfreezing of accounts, to block and /or debit the account, to give delivery/receipts instructions, pledge instructions, pledge closure instructions, lending and borrowing instructions, and to do 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. I/We do and confirm and agree to personally inform of any changes in details of my account(s) held with the Depository Participant/Custodian as declared and agreed at time of opening of said accounts by executing KYC and requisite documents.
12. To appoint, nominate or engage any broker(s) and/or agent(s) for effecting purchase and sale of the Securities.
13. To issue and administer the instructions to the stock brokers, agents, Custodian, Depository Participant(s), and other representatives acting for and on behalf of me/us.
14. To appoint any other agent or sub-agent and to delegate all or any of the powers given herein to such a person, generally to do and perform and execute all such other acts, deeds, instruments, matters and things for and on behalf of me/us as may be necessary, proper, convenient or expedient to be done and in and about the premises as fully and effectually to all intents and purposes as I/we myself/ourselves could do if personally present and I/we ratify and confirm and agree and undertake to ratify and confirm whatsoever my/our said Attorney shall lawfully do or cause to be done by virtue of these presents.
15. To appoint and issue such instructions to any auditors for the purpose of auditing my/our accounts.
16. To demand, receive and give good and effectual receipt(s) and discharge(s) for all and any dividend, interest, bonus or any other sum(s) and/or income arising from the Securities, and to sign and endorse pay orders, dividend or interest warrants or certificates in respect of the demand and receive all debts, sums of money, principal interest, dividend or other dues of whatever nature or account which are now or at any time may be due, payable and belong to me/us on any account(s).
17. For all or any of the purposes aforesaid to sign any contract, agreements, transfer form, acceptance, receipt, acquaintance, document and form and to do all lawful acts requisite for reflecting the same.
18. To execute and issue indemnity bonds to third parties on account of any work relating to my business on such conditions as may be agreed upon between myself/ourselves, or Attorney and the third party.
19. To pay call money on shares, demand, collect, receive, all monies, amounts realised from sale, transfer, surrender of any Securities, as also all interest, dividend accrued, payable or due and invest/reinvest the same in any other securities/deposits/ units of Mutual Funds upon such items that my Attorney may deem fit in the circumstances.
20. 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 consider best under the circumstances.

21. To give or join in giving notice for calling an extraordinary general meeting of any Company on requisition in accordance with Section 169 and/or other applicable provisions of the Companies Act, 1956.
22. To attend, vote and otherwise act as attorney or proxy at meetings of the members, creditors, debenture holders of any Company in which such Securities are acquired or held pursuant to this authority for and on my/our behalf.
23. To apply to the relevant authorities for and to obtain from them all necessary approvals in relation to my/our investments and confirmations and consents relating to my/our tax status and all tax and other payments which may be due to me/us from time to time in respect of the relevant investment and in connection therewith.
24. To compound and accept part in lieu and in satisfaction of the whole of or compromise any debt or sum of money hereafter owing to or payable to me/us or any other claim or demand which I/we have or may have against any person or persons or to grant an extension of the time for payment or satisfaction thereof upon such terms as may be deemed proper either with or without taking security for the same.
25. To appoint and employ agents, including chartered accountants, advocates, or other legal practitioners, overseers, receivers or other persons at 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 stead.
26. To liaise with any bank for the purpose of purchase, sale or transfer of securities and to represent me/us in all dealings to the bank and to give instructions to the bank for payment for Securities.
27. To make the investment(s) in Term Deposits in one or more scheduled commercial bank(s) and to foreclose, mark a lien, renew, receive proceeds on maturity or in any other manner and to apply such Term Deposits for the purpose of meeting any margin requirement of any recognised stock exchange in India.
28. To make, verify, sign, execute and present on behalf of myself/ourselves the complaints, vakalatnamas, appeals, affidavits or statements, petitions or probate petitions or any other paper as may be expedient in the opinion of the Attorney to be made, signed, executed, presented or filed.
29. To commence, prosecute, enforce, defend, answer or oppose any suit or other legal proceedings to be filed, instituted or commenced in connection with any or all matters in which I/we may be or may hereafter be interested.
30. To rectify any defect in the institution of the suit or other action in court or defending any action in Court, if necessary by making such amendments with the permission of the Court and to do such lawful acts deeds and things required to cure any suit or appeal or revision now pending and arising out of any suit or proceeding which have since been disposed of.
31. 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 judgment or become non-suited in all such proceedings whether pending or not.
32. This Power of Attorney given under my/our hand is irrevocable by me/us during the tenure of my/our Portfolio Account with the Portfolio Manager, in accordance with the terms and conditions of such portfolio(s)/strategy(s)/ statutory regulations.
33. To open, close and operate bank account/s including but not limited to pool account/s. the said Bank account be operated only by the Authorised Signatory/ies appointed by the Portfolio Manager from time to time. I/We hereby declare and undertake not to operate such account during the currency of this Power of Attorney in any manner whatsoever.
34. To sign, file any statement or declaration and such changes as may be required by any statutory, regulatory or Government organization including FATCA-CRS and other forms on my/our behalf.

AND GENERALLY to do, perform and execute all such other acts, deeds, instruments matters and things for and on behalf of me/us as may necessary proper or expedient to be done and in and about the premises as fully and effectually to all intents and purposes as I/we would do if personally present and I/we ratify and agree and confirm whatsoever the Attorney shall lawfully do or cause to be done by virtue of these presents.

AND it is hereby clarified and declared that the attorney being a body corporate the powers hereinbefore granted may be exercised by any of its agents or employee 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.

IN WITNESS WHEREOF I/We hereunto set my/our hand(s) on this the _____ day of _____ 20____ at _____.

X Signature S10

Name/s

Signature for the pages 17 & 18

1.

S9

2.

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3.

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Witness for the client

Witness

Name/s

Signature

1.

S

2.

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Before me

Notary

WE ACCEPT
For Sundaram Alternate Assets Limited.