

POWER OF ATTORNEY

(Sub-Account to HSBC)

(with CGT no Global)

TO ALL TO WHOM THESE PRESENTS SHALL COME, we, (SUB ACCOUNT NAME) of registered address in (REGISTERED ADDRESS OF SUB ACCOUNT) have been authorised to invest in Indian stock markets, SEND GREETINGS.

AND WHEREAS the (FII NAME) of registered address in (FII REGISTERED ADDRESS) is a Foreign Institutional Investor in India registered with SEBI.

AND WHEREAS we [FII name OR Sub Account name (depending on who has entered into a custodial agreement with HSBC)] has entered into a custodial agreement with The HongKong and Shanghai Banking Corporation Limited having its principle office at Sudam Kalu Ahire Marg, Worli Mumbai, 400 030, India to act as such Local Custodian.

AND WHEREAS the transactions intended to be completed warrant a power of attorney to be granted in favour of the local custodian.

NOW KNOW YE ALL AND THESE PRESENTS WITNESS that we, the (SUB ACCOUNT NAME), hereby appoint The HongKong and Shanghai Banking Corporation Limited as our attorneys in our name and on our behalf to make and sell investments, to hold investment or any one or more of them in the safe custody, account of the bank and for this purpose execute Transfer Deeds for purchase or sale as the case may be and keep in the safe-custody account of the Bank to operate upon such specific bank accounts as may be designated by us for the purpose of giving effect to the immediately foregoing powers or any of them, to demand, recover, enforce payment of, collect, receive and give good and sufficient receipts, discharges and indemnities for and in respect of all dividends, interest, income debts, sums due under any such investments, securities, rights and things to which we are or may be entitled whether solely or jointly with any other person or persons or corporation; to credit the amounts so realized to such specific bank accounts as may be designated by us for the purpose, in accordance with our instructions; to request for dematerialisation and/ or rematerialisation of securities held by the Bank on our behalf and sign all related deeds, documents and papers as may be required in relation to the same; to attend and vote or appoint any person to attend and vote as our proxy at meetings and to effect, sanction or oppose any exercise or modification of rights relating to the said investments or any of them, in accordance with our instructions; to attend and vote or appoint any person to attend and vote as proxy at any meetings of creditors in relation to the said investments or any of them, in accordance with our instructions; to delegate to such person/body corporate to be appointed Constituted Attorney in our name and that of our attorneys with the power to do all acts, things and deeds set out in these presents; to make and file proofs of claim and generally to represent us in any liquidation, bankruptcy, or insolvency all in relation to the aforesaid investments or any of them; to sign, seal, execute, deliver and to do such deeds, transfers, agreements, receipts, releases, discharges, instruments, acts and things as may be necessary in relation to the powers hereby granted or any of them; and to concur with any other person or persons or corporation in the doing of any act or thing hereby authorised, including appointment of legal advisors, on our behalf and in our name sign and execute Vakalatnamas, Pleadings, Affidavits and appeals and to commence or defend any action in relation to the powers hereby granted as our attorneys may deem fit.

All the above actions by local/sub-custodian in pursuance of the foregoing powers shall be taken by the local sub-custodian only upon instructions from (FII name or Sub Account name as the case may be).

AND we, hereby undertake for ourselves, our executives and administrators and assigns to ratify and confirm everything that our said attorneys and constitutive attorneys shall have so far done or do or purport to do by virtue of these presents.

ALL costs, charges and expenses reasonably and bonafied incurred by our attorneys as a consequence of any act, deed, matter or thing done in pursuance to the powers or any of them herein contained shall be borne and paid by us.

We hereby waive and agree not to prefer any claims or demands, actions, suits, reckonings, and proceedings, costs, charges and expenses and losses and damages against the attorneys by reason of any loss and/or damage that may be suffered by us by reason of any act, deed, matter or thing done by the attorneys without negligence and in good faith and in pursuance to the powers or any of them herein contained and agree to indemnify and keep indemnified the attorney from all claims and demands, actions, suits, reckonings and proceedings, costs, charges and expenses and losses or damages that may be brought against and/or suffered by us and/or them by reason of any act, deed, matter or thing done by the attorneys without negligence and in good faith and in pursuance to the powers or any of them herein contained.

We do hereby agree to be responsible in respect to, and unconditionally agree and undertake to reimburse the Attorney forthwith upon first demand, all payments made by the Attorney to the Government of India or any other Governmental body in respect to any Capital Gains Tax however arising and which is assessed by the Indian Tax Authorities on ourselves and/or on or in respect of any sales of shares, securities and stocks in India by or on behalf of ourselves, and against all costs, liabilities, claims, penalties, interest and consequences howsoever arising therefrom or in connection therewith. For the avoidance of doubt, we acknowledge that the Indian Tax Authorities are presently entitled to claim additional tax at any time during the following three financial years from the assessment year, or at any time thereafter for valid reasons, and that our responsibilities for payment and reimbursement shall continue to apply in any such event and notwithstanding the termination of any relevant agreement.

In witness whereof we have hereunto set our hand this _____ day of _____ 20XX

Signed by Authorised signatory of (SUB ACCOUNT NAME)

NOTE:

(1) To be notarized only, if executed in a country which is a member of the Commonwealth of Nations OR to be notarized and apostilled, if executed in a country which is a member of the Hague convention abolishing the requirements of legalisation for foreign public documents OR to be notarized and consularized in all the other cases.

(2) All Pages of the POA are to be initialed by the person signing the POA