

# Julius Bär

## POWER OF ATTORNEY (INDIVIDUAL)

**Julius Baer Wealth Advisors (India) Private Limited**

Registered & Main Office: 8th Floor, Mafatlal Centre, Nariman Point, Mumbai 400 021 India

SEBI Stock Broker Registration No.: INZ000008631, SEBI Depository Participant No.: IN-DP-117-2015, CIN: U65923MH2014PTC255743  
Compliance Officer: Deepika Seth Email: [deepika.seth@juliusbaer.com](mailto:deepika.seth@juliusbaer.com) <http://www.juliusbaer.com/in> Tel.: +91 22 6176 0100 Fax: +91 22 6635 6110



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To be Franked for Rs. 500/-

## POWER OF ATTORNEY

KNOW ALL BY THESE PRESENTS THAT I We

x \_\_\_\_\_

x \_\_\_\_\_

x \_\_\_\_\_

an Individual (Resident/Non-Resident/HUF/Trust/  
Partnership/Club/Company/OCB/AOP/Bank/Sole  
Proprietorship/ Others (“Client”)

SEND GREETINGS:

WHEREAS Julius Baer Wealth Advisors (India) Private Limited with its registered office located at Mafatlal Centre, 8th Floor, Nariman Point, Mumbai 400 021 (hereinafter referred to as “JBWA” which expression shall include, unless repugnant to or inconsistent with the subject or context thereof, its successors) at the request of the client is providing Investment Services / Stock Broker / Distributor

AND WHEREAS I/We hereinafter referred to as the “CLIENT” are

- (a) opening / have opened Client Broker Account with JBWA and Depository Participant Account, as more particularly set out in Schedule 1 hereto, as may be amended from time to time.
- (b) opening/have opened an account (Resident)/ a Non Resident External Rupee Savings (“NRE”) Account/Non Resident Ordinary Rupee Savings (“NRO”) Account (hereinafter referred to as the “Bank Account”) with [\_\_\_\_\_] (“Bank”).
- (c) availing/have availed Execution Services from JBWA, and

AND WHEREAS the transactions intended to be completed under the above-mentioned services/ account warrants a Power of Attorney to be granted in favour of JBWA;

AND WHEREAS for the ease of conducting/executing/ settling transactions, I/We would like to authorize JBWA and/or its designated employees to act for and on my/ own behalf.

NOW THESE PRESENTS WITNESS survivor of me/ us in my/our name and in the name or names of my/our survivor or survivor

x \_\_\_\_\_

x \_\_\_\_\_

x \_\_\_\_\_

hereby nominate, constitute and appoint JBWA as a SEBI registered Stock Broker / AMFI Registered Mutual Fund Distributor, acting through such employees as may be duly authorized by the Board of Directors of JBWA, from time to time, for the purpose hereof as my/our true and lawful Attorney-in-fact (“Attorney / Agent”), with power and authority to act for me/us and on my/our behalf in connection with my/our account which have been more specifically set out in Schedule 1 to this Power of Attorney (which may be amended from time to time), specifically conferring upon my/our Agent the following powers that I/We wish to confer:

### For Broking And Depository Participant Account

- (a) to operate a Depository Participant Account in my/our name as per the details set out in Schedule 1 to facilitate settlement of transactions in securities and other financial instruments done/arranged by JBWA as a stock broker on my/our behalf;
- (b) to transfer securities from my/our Depository Participant Account to the Pool Account of JBWA to effect delivery of the securities sold by JBWA on my/our behalf against issuance of contract notes by JBWA;
- (c) to transfer securities to my/our Depository Participant Account from the Pool Account of JBWA to effect receipt of the securities purchased by JBWA on my/our behalf against issuance of contract notes by JBWA;
- (d) to effect all non-financial transactions/ corporate actions in respect of the securities held in my/our Depository Participant Account, if applicable;
- (e) to create a pledge/close a pledge or transfer of securities held in my/our Depository Participant Account for the limited purpose of meeting my/our margin requirements relating to trades

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- executed by me/us on the stock exchange through JBWA;
- (f) to make application in an offer for sale and/or buyback of securities on my/our behalf;
  - (g) to make transfers and disposition of securities to/from my/our Depository Participant Account on my/our behalf to/from any account listed in Schedule 1 & 2;
  - (h) no transfer of securities for off market trades will be permitted, except as provided in Schedule 1 & 2;
  - (i) to return any securities that the JBWA may have erroneously received, which JBWA was not otherwise entitled to receive;
  - (j) to provide me/us with a consolidated summary statement setting out my/our buy and sell position(s) on a scrip-wise basis as well as average rates on a daily basis by email and/or sms and/or any other means specified by me/us notwithstanding any other document to be disseminated as specified by the SEBI from time to time;
  - (k) to apply for various products like Mutual Funds, Public Issues (shares as well as debentures), rights, offer of shares, tendering shares in open offers etc.; and
  - (l) to redeem/sell units held by me/us, whether solely or jointly with another or others and to receive the payment of the redemption/sale price directly into my/our bank account and to do all incidental activities in relation to redemption/sale and also acknowledge receipt of the same, based on my/our instructions.

## □ For Investment Services

To facilitate settlement of transactions in securities executed by JBWA on my/our behalf and to do the following upon instructions from me/us:

- (a) to execute documents relating to subscription/purchase units of Mutual Funds;
- (b) to receive the account statement pertaining to the above said units;
- (c) to redeem/sell the units held by me/us, whether solely or jointly with another or others and to receive the payment of the redemption/sale price directly into my/our Bank Account and acknowledge receipt of the same, based on my/our instructions;
- (d) to sign all such writings and do all such acts as may be required for redeeming/selling/switching units of Mutual Funds;

- (e) to acquire or purchase or to make application/bids for investments in securities and financial instruments including but not limited to initial public offerings, rights issues on my/our behalf on my/our instructions and to issue instructions to my/our Bank Account to enable payment for the securities so applied/bid for on allocation/allotment/call if any from my/our Bank account on my/our behalf;
- (f) to sign all such writings and do all such acts as may be required for effecting the aforesaid transfers;
- (g) to make application for sale of securities held in my/our name, whether solely or jointly with another or others, in an offer for sale and/or buyback of Securities on my/our behalf;
- (h) To instruct the corresponding asset management company of the mutual fund to make note of instructions with regard to nomination/change in investment plans/options/any other changes that may be necessitated;
- (i) to execute documents relating to lending/borrowing securities to return securities so lent/borrowed on my/our behalf with an approved intermediary under the relevant schemes/regulations for securities lending/borrowing, upon my/our specific written instructions and to sign all such writings and do all such acts as may be required for lending/borrowing of securities based on such instruction;
- (j) to make application for conversion of a type of security held in my/our name whether solely or jointly with another or others, on my/our instructions into another type of security and to receive/make payments, if any, upon such conversion in/from my/our bank account on my/our behalf.
- (k) to mark a lien/hypothecate/create charge on securities on my/our behalf, upon my/our specific written instructions and to sign all such writings and do all such acts as may be required for such acts.

## □ For Bank

To operate the Bank Account in my/our name, with the Bank and/or such other Bank accounts as may be opened by me/us from time to time and/or operate upon Bank accounts on my/our behalf and in my/our name/s, whether solely or jointly with another or others with any Bank, only to facilitate settlement obligations/margin requirements in connection with the trades executed by me/us on the stock

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exchange and for meeting funds obligations arising out of subscription to securities and other products/facilities/services through JBWA and in particular to do the following:

- (a) to draw, endorse and sign cheques/demand drafts, depositing monies and issue necessary instructions including electronic instructions, including for debit, credit and electronic transfers that maybe permissible in terms of extant foreign exchange regulations in India, or otherwise operate my/our bank account for any and all moneys in the hands of the Bank belonging to me solely or jointly with another or others and to operate my/our Bank account standing in my/our sole name or in the joint names of myself/ourselves and another or others in the Bank;
- (b) to open in the Bank, a fixed deposit account in my/our name solely or jointly with another or others and to draw, sign cheques upon and/or issue necessary instructions including electronic instructions or otherwise operate the fixed deposit account as my/our Attorney may deem fit or proper;
- (c) to draw, sign cheques upon and/or issue necessary instructions including electronic instructions or otherwise operate the fixed deposit account as my/our Attorney may deem fit or proper subject to extant foreign exchange regulations, in case of NRI's;
- (d) to remit, through normal banking channels, funds out of the balances in NRE/ NRO account to my / our overseas account and/or similar accounts in India, in case of NRI's;
- (e) to recover any outstanding amount due from me/us arising out of the trading activities/ obligations on the stock exchanges through JBWA;
- (f) to debit my/our Bank account towards any monies/fees/charges etc., due to JBWA acting as a broker/depository participant/investment advisor, as the case may be by virtue of any facilities/services availed by me/us from JBWA;
- (g) to return any funds that JBWA may have erroneously received, which JBWA was not otherwise entitled to receive;
- (h) to sign and endorse all, slips, bills of exchange, receipts and other negotiable instruments and dividend warrants drawn on and/or in respect and/or to be deposited into the said account/s and to receive payments in respect of the same, in case of NRI's.

- (i) to apply to the Reserve Bank of India and/or any other authority for the operation of the Bank account/s and dealing with the moneys lying to the credit of the Bank account/s and for the purpose to execute any deed, document, writing or application and to do all acts and things required and may be deemed necessary.

The powers for operation of accounts as well as the power for mode of investments vested in the Attorney shall be exercised in accordance with and in compliance of the Rules and regulations as may from time to time be prescribed by the Government of India acting through the Reserve Bank of India or otherwise.

The term 'Securities' shall mean as defined in Section 2(h) of Securities Contracts (Regulation) Act, 1956.

I/We hereby ratify and confirm and agree and undertake to ratify and confirm whatsoever the said Attorney shall lawfully do or cause to be done by virtue of these presents.

This Power of Attorney and authorization is in addition to (and in no way limits or restricts) any and all rights which JBWA may have under any other agreement or Terms & Conditions between JBWA and me/ us, and shall inure and continue in favour of JBWA and its successors (by merger, amalgamation, consolidation or otherwise) and assigns. The Power of Attorney shall be always be subject to the Rules, Regulations and Circulars issued by SEBI and Rules, Regulations and Bye – Law of the Exchange in force from time to time.

This Power of Attorney and authorization shall not be affected by lapse of time. It shall continue in full force and effect until JBWA shall receive written request of revocation thereof, signed by me/us or in the event of the termination thereof by my/our death until JBWA shall have received intimation thereof, and such revocation or termination shall in no way affect the validity of this Power of Attorney, with reference to any transaction initiated by my/our Attorney, prior to the actual receipt by JBWA of request of such revocation or termination, as above provided.

To instruct any depository, stock exchanges, clearing corporation/house, mutual funds, body corporates, banks, approved intermediaries and registrars and share transfer agents (hereinafter collectively referred to as "Transfer Agent") or other third party to act, I/ We hereby agree that any Transfer Agent or other

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third party receiving a certified/notarized true copy of this Power of Attorney may act upon it, and that revocation or termination hereof shall be ineffective as to such Transfer Agent or other third party, unless and until actual request or knowledge of such revocation or termination shall have been received by such Transfer Agent or other third party.

I/We understand that JBWA has not provided any advice that this Power of Attorney satisfies the requirements under the laws of India in which it is to be effective.

I/We have read carefully the provisions of this Power of Attorney and understand that it authorizes my/our Attorney, to exercise all rights and powers set forth with respect of the Bank account, with respect to my/our Investor Execution Services/Broking accounts and Depository accounts as per the details set out in Schedule 1 with JBWA.

I/We understand that anything my/our Attorney may do in the exercise of such rights and powers shall be fully binding upon me/us. The powers hereby given to the Attorney shall be given the widest interpretation.

I/We may terminate the Power of Attorney at any time. Such termination shall not have any effect on any transaction executed before the date of termination and I/We and JBWA/third parties shall enjoy the same rights and shall have the same obligations in respect of such transactions. JBWA shall not be bound to release the securities/bonds/fixed deposit/mutual fund units/funds held in my/our above mentioned accounts as per the details set out in schedules until all outstanding trades/ transactions and other dues upon termination of this power of attorney have been fully squared off or settled.

Where this Power of Attorney is executed by a company/partnership firm/association of persons/trust, the Attorney is a person duly authorize to sign on behalf of the company/partnership firm/association of persons/trust.

I/We specifically agree that any matter or issue arising hereunder shall be governed by and construed exclusively in accordance with the Indian laws and shall be subject to the jurisdiction of the courts at Mumbai in India.

In witness whereof, the client has caused this Power of Attorney to be executed on this \_\_\_\_\_day of \_\_\_\_\_, \_\_\_\_\_

XX \_\_\_\_\_  
First Account Holder

XX \_\_\_\_\_  
Second Account Holder

XX \_\_\_\_\_  
Third Account Holder

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Signature of Attorney-in-fact

\_\_\_\_\_  
Witness Signature

[Execution should be before a Notary Public or similar authority or otherwise in accordance with the requirements of local laws.]

## Important Points

- This is an important legal document. Before executing this Power of Attorney you should know these important facts:
- i. Depending on the powers you have authorized for your Agent, this document may provide the person you designated as your Agent with powers in accordance with the terms of the POA.
  - ii. You have the right to revoke or terminate this Power of Attorney at any time and any such revocation or termination shall be effective upon receipt of written request JBWA. However, such revocation shall not be applicable for any outstanding settlement obligation arising out of the trades carried out prior to receiving request for revocation of Power of Attorney.
  - iii. If there is anything about this Power of Attorney you do not understand, you should consult your own legal advisor.

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## Schedule 1

[Customer related accounts – Funds and Securities]

	Bank Name	Branch	Account no	Account holder Names
X				
X				
X				

	Broker name	Pool Id
X		
X		
X		

	DP Name	DP Id	Client Id	Account holder Names
X				
X				
X				

First Account Holder xx\_\_\_\_\_

Second Account Holder xx\_\_\_\_\_

Third Account Holder xx\_\_\_\_\_

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## Schedule 2 (JBWA accounts – Funds and Securities)

Bank Name	Branch	Account no	Account Name	Additional Details
HDFC Bank	Mumbai	00600340075007	Julius Baer Wealth Advisors (India) Private Limited	BSE Client Account
HDFC Bank	Mumbai	00600340075017	Julius Baer Wealth Advisors (India) Private Limited	NSE Client Account
HDFC Bank	Mumbai	00600340075024	Julius Baer Wealth Advisors (India) Private Limited	NSE F & O Client Account
Union Bank of India	Mumbai	378901010037045	Julius Baer Wealth Advisors (India) Private Limited	BSE Client Account
Union Bank of India	Mumbai	378901010037044	Julius Baer Wealth Advisors (India) Private Limited	NSE Client Account
HDFC Bank	Mumbai	00600340075041	Julius Baer Wealth Advisors (India) Private Limited	MF Commission & DP charges
HDFC Bank	Mumbai	00600340080894	Julius Baer Wealth Advisors India Private Limited - Investment Advisory account	Advisory Fees

Broker name	NSDL Pool Id	CDSL Pool Account
Julius Baer Wealth Advisors (India) Private Limited	IN665682	1301240001322602
Julius Baer Wealth Advisors (India) Private Limited	IN519513	1301240001322617

DP Name	DP ID	Client Id	Account Name	Additional Details
Julius Baer Wealth Advisors (India) Private Limited	IN305099	30000069	Julius Baer Wealth Advisors (India) Private Limited	NSE F&O Constituent Margin Account
Julius Baer Wealth Advisors (India) Private Limited	IN305099	30000036	Julius Baer Wealth Advisors (India) Private Limited	NSE Constituent Margin Account
Julius Baer Wealth Advisors (India) Private Limited	IN305099	30000044	Julius Baer Wealth Advisors (India) Private Limited	BSE Constituent Margin Account

XX \_\_\_\_\_  
First Account Holder

XX \_\_\_\_\_  
Second Account Holder

XX \_\_\_\_\_  
Third Account Holder