भारतीय गैर न्यायिक

भारत INDIA

रु. 500 FIVE HUNDRED RUPEES

पाँच सौ रुपये Rs. 500

सत्यमेव जयते

INDIA NON JUDICIAL

महाराष्ट्र MAHARASHTRA ◑ 2024 ◑ CT 292454

POWER OF ATTORNEY

प्रधान मुद्रांक कार्यालय, मुंबई
प.मु.वि.क. ८०००००६
- 8 OCT 2024
सक्षम अधिकारी

A Power of Attorney given on the 08 day of November, 2024 by

1. Mr./Mrs./Ms. Harshali Hiren Gala, an

Individual/Partnership Firm/Company/Hindu Undivided Family/FII/Others (please specify Individual) having its registered office/carrying on business at/residing at 101, Prithvi Empress, New Prabhadevi Road, Near Prabhadevi Mandir, Prabhadevi, Mumbai - 400025

2. Mr./Mrs./Ms. _____, an

Individual residing at _____

_____

3. Mr./Mrs./Ms. _____, an

Individual residing at _____

_____

(hereinafter referred to as the "Client" which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its / his / her / their respective heirs, executors, administrators, successors, legal representatives and permitted assigns) of the OTHER PART.

Harshali H. Gala

For Qode Advisors LLP

Karan R Salecha

Partner

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Qode Advisors LLP
Office No. 203, 2nd Floor, Hamam House,
Ambala Doshi Marg, Near Bombay Stock Exchange,
Fort, Mumbai 400001.

16 OCT 2024

16 OCT 2024

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महाराष्ट्र MAHARASHTRA ◑ 2024 ◑ CT 292453

प्रधान मुद्रांक कार्यालय, मुंबई
प.मु.वि.क. ८०००००६
- 8 OCT 2024
सक्षम अधिकारी

WHERE AS:

A. QODE ADVISORS LLP, an LLP incorporated under the LLP Act and having its Registered office at 203, 2nd Floor, Plot-36, Hamam House, Ambalal Doshi Marg, Fort, Mumbai – 400001.
(hereinafter referred to as "Portfolio Manager" which expression shall include unless repugnant to or inconsistent with the subject or context thereof, its successors and assigns) is duly authorized by the Securities and Exchange Board of India (hereinafter referred to as "SEBI") to provide Portfolio Management Services vide SEBI Registration No. INP000008914.

B. The Portfolio Manager has agreed to provide Portfolio Management Services under the name and style (label) of Qode Advisors LLP (hereinafter referred to as "Services") and I/We have agreed to avail the same under the Discretionary Portfolio Investment Management Agreement for _____ (hereinafter referred to as the "said Agreement") dated 01st Nov 2024.

Harshali H. Gala

For Qode Advisors LLP

Karan R Salecha
Partner

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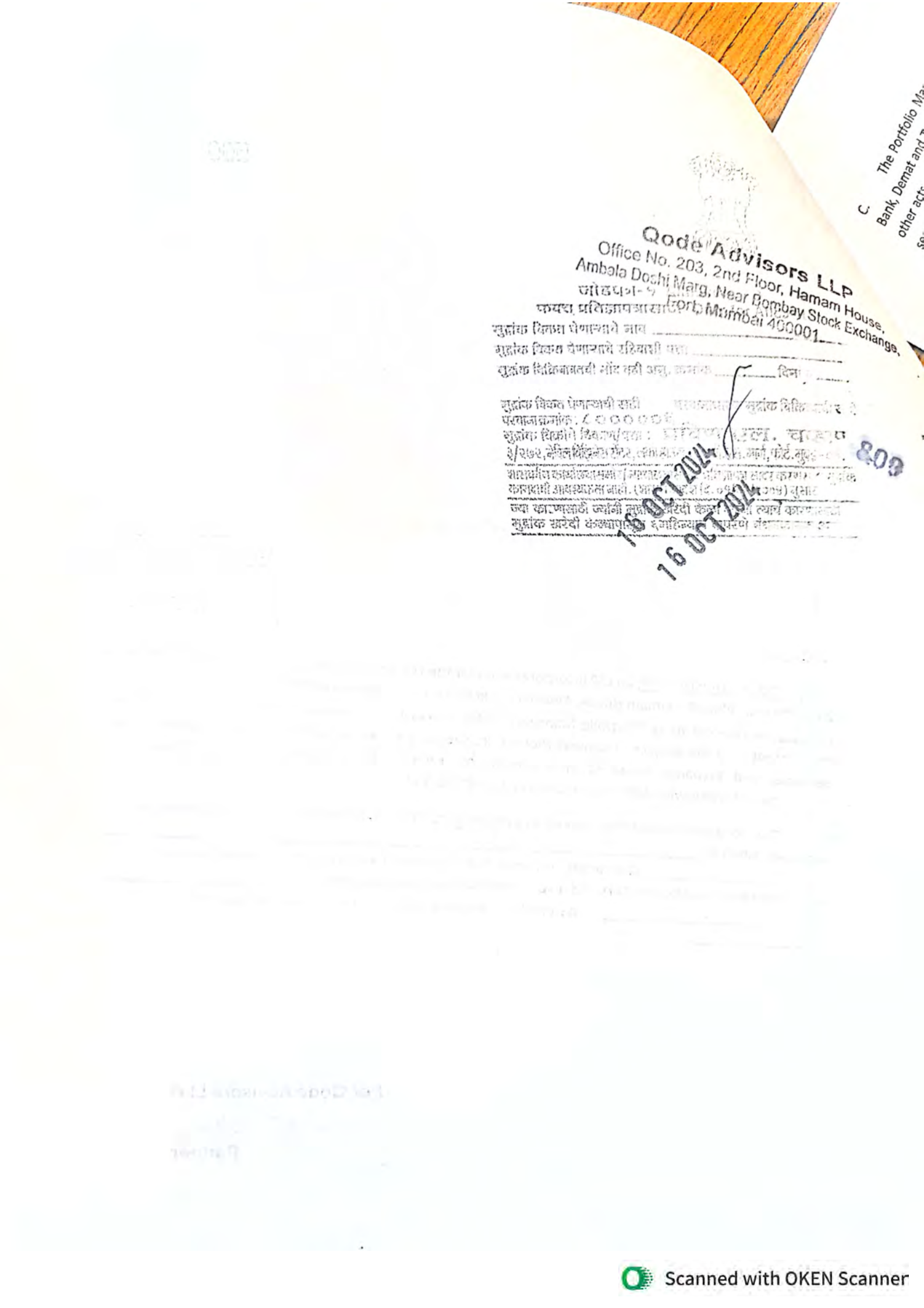

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C. The Portfolio Manager through its authorized representatives will be required to operate the Bank, Demat and Trading Accounts (hereinafter referred to as "Accounts") on my/ our behalf and do all other acts, deeds, matters and things in relation to and concerning the funds, monies, amounts and/or securities placed by me/us in connection with the Services to be provided by the Portfolio Manager to me/us. For the purpose of operating the said Accounts and inter alia for conducting/settling transactions, I/we hereby appoint, nominate and authorize the Portfolio Manager acting through its officers/authorized representatives as my/our true and lawful Attorney (hereinafter referred to as "Attorney"), with power and authority to act for me/us and on my/our behalf in connection with my/our abovementioned Accounts, specifically conferring upon my/our Attorney the following powers that I/we wish to confer: (For definition of the term 'Securities', please refer to the said instruction Agreement

1. To do all such act, deeds, things and give all such instructions whatsoever concerning the investment process as I/we myself/ourselves would have if I/we were personally present.

2. To open, operate and close the Bank Accounts, in my/our name(s) and to provide all such information, declaration and documents for and on my/our behalf as shall be required by the Bank for opening an Account. I/we hereby agree, ratify and confirm any and all transactions or dealings affected in the above mentioned Bank Account by my/our Attorney. I/we also hereby agree, confirm and undertake that the transactions are commensurate with my/our income, net worth, and general / business profile. The Attorney shall have the sole authority and power to operate my/our Bank Account, either singly or jointly with any person or person (s) and carry out all banking transactions such as debiting and crediting the account, issue cheques, drafts, to transfer monies including inter-alia through internet/ENET etc. and to otherwise operate the said Bank Account with full authority and I/we hereby declare and undertake not to operate such Bank Account during the currency of this Power Of Attorney in any manner whatsoever. The Attorney shall also have the authority to close the said Bank Account.

3. To collect cheque books/leaves/bank statements from the Bank in respect of the Bank Account. To prepare sign and submit all forms, statements and declarations as may be required in respect of the Bank Account. To submit requisition/application for cheque books, Electronic Clearing System (ECS) facility or Real Time Gross Settlement (RTGS) facility, Net Banking Facility, passwords, if any and for operating the said Accounts electronically.

4. To avail all the banking facilities including but not limited to Net banking, Phone banking, and obtain the secret password, PIN, TIN etc. as may be required for operational convenience and if required to execute in my/our name(s) all requisite documents including indemnities and to enter into, make, sign, seal, execute, deliver, acknowledge or perform any agreement(s), contract, deed, or thing on my/ our behalf which in the opinion of the said Attorney may be necessary or proper in respect of the aforesaid activities.

5. To make necessary application(s) on my / our behalf to any officials and/or authorities and/ or Regulator(s) in India, including but not limited to Central Government, Reserve Bank of India,

Harshali H. Gala

For Qode Advisors LLP

Karan R Salecha

Partner

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SEBI, Income Tax Authorities and/or Banks in connection with my/our purchase/sale/transfer/holding and continuing to hold any Securities of bodies corporate or government securities or units or securities issued by Unit Trust of India or deposits in any company or body corporate or other investments of whatsoever nature or kind, in electronic or dematerialized or physical form and to represent me/us in all respects before such authority or authorities and to represent me/us in all respects before such authority(ies) and establish without encumbrance the ownership of such Securities and/or other investments in my/our name(s).

6. To file forms/applications and to fulfill other obligations, to secure approval / consent / permission or for that purpose to enter into any deed/document on my/our behalf with any Officials or regulatory or statuary authorities in India, including but not limited to, the Central Government and/or the Reserve Bank of India and/or the Income Tax Authorities and/or Securities and Exchange Board of India in connection with securing the permission/consent of the concerned authority(ies) with respect to purchase / sale / transfer / holding and continuing to hold securities in accordance with the discretion of the Portfolio Manager, and to represent me/us in all respects before such authority or authorities and establish without encumbrance the ownership of the securities in my/our name(s).

7. To buy, sell, endorse, transfer, assign, or deal in all or any Securities in any joint stock company or body corporate in electronic or dematerialized or physical form including enter into foreign transactions.

8. To sell, endorse, transfer, assign, surrender or renew all or any Securities and/or other investments in electronic, dematerialized or physical form which now or shall hereafter stand in my/our name(s) or to which I/ we am/are now or may at any time hereafter be entitled.

9. To open, maintain, close and/or operate in my/our name, either singly or jointly, Depository Account(s) with a Depositary Participant (DP) for the purpose of dematerialization (Demat) of Securities subject to applicable laws, rules, regulations and amendments thereto from time to time. To submit physical shares for demat, issue instructions (including for off-market trades) for buying and selling of shares as well as for collecting and crediting dividends, correspond with companies, registrars and the Depositary Participant and in general operate such Demat Account for any of the transactions. Without prejudice to the generality of the power conferred under the above clause: -

   a) To instruct the DP to debit/credit Securities to the said Demat Account from any other account and/or to transfer securities from the said Demat Aaccount to any other account;

   b) To instruct the DP to distribute or deliver to any person(s) any Securities or any documents evidencing the ownership, possession or title to the Securities in the said Demat Account;

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c) To give instruction to the DP to give effect to or note a mortgage, charge, hypothecation, pledge, lien or other encumbrance or right in respect of any securities in the said Demat Account;

d) To certify the correctness of the said Demat Account and/or any statement, details or transactions in respect of the said Demat Account;

e) To give instructions to the DP to debit the said Demat Account and/or to receive the Securities in the said Demat Account and all documents evidencing the ownership, possession or title to the securities in the said Demat Account;

f) To obtain any and all details concerning the said Demat Account and to apply for and receive statements and other information in respect of the said Demat Account;

g) To give instruction to the DP for dematerialisation or rematerialisation of any securities in or to be credited to said Demat Account;

h) To give instruction to the DP to freeze the said Demat Account and/or to defreeze/ release the said Demat Account;

i) To withdraw the balance in the said Demat Account;

j) To give such standing instruction to the DP as the Attorney think fit and proper;

k) To give instructions to transfer securities to accounts of other persons as instructed by me/us;

l) To execute, sign and deliver such forms, instructions, applications, letters, authorities, mandates, declarations, indemnities, affidavits and other documents and writings whatsoever as may be required for giving effect to all or any of the powers or authorities conferred by and under this Power of Attorney;

m) To sign such documents and perform such other acts, deeds and things whatsoever which ought to be done, executed or performed in or about the aforesaid powers and authorities of every nature and kind whatsoever as fully and effectually and to all intents and purposes as I myself / We our self could do if I/We was/ were personally present and the aforesaid powers and authorities shall be under the full management and directions of the Attorney;

n) I/We hereby agree and confirm that the powers and authorities conferred by this Power of Attorney shall continue until I/We have given to the DP reasonable advance and/or notice in writing to the contrary;

o) I/We further agree and confirm that I/We shall be bound by whatever the Attorney shall do or cause to be done under or pursuant to the powers and authorities conferred by this Power of Attorney;

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Partner

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p) I/We further agree that the Attorney be allowed to maintain Securities and/or monies with a registered member of a stock exchange (s) towards margin as required by the regulations of the relevant stock exchange(s);

q) To sell or otherwise deal with or dispose of and to purchase, subscribe or otherwise acquire in any manner from the market or under public or rights issues or otherwise and accept the transfers of any securities, annuities or other mercantile negotiable instruments which shall or may at any time belong to me/us or which hereafter be transferred to me/ us, whether solely or jointly and whether in my/our own right or having any other interest of whatsoever nature and however arising and in any capacity whatsoever including those belonging to others with my/our name and for such purposes to sign, execute or endorse all instruments of transfer and other documents for any purpose whatsoever by virtue of these presents;

10. To acquire by subscribing to or by purchase, of Securities or Government Securities and to sell, transfer, and endorse the Securities or any Government Securities or redeem the same either through Internet using the Identification Number issued by any Mutual Fund from time to time, and/or 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/ redeeming the same, making pledge/lien on such securities and/or for transferring the investments in the units of Mutual Fund from one scheme to another or between Mutual Funds.

11. To appoint or nominate or engage or enter into agreements with any broker for effecting any sales or purchases or acquisition in any manner aforesaid and my/our said Attorney shall have powers to appoint and employ any agents or other persons at such remuneration by way of commission/fees or otherwise and to delegate any or all powers given herein to such persons as the said Attorney may think proper and to dismiss and discharge them from time to time and to appoint or employ any other/s in their stead.

12. To open and/or operate new or existing safe custody account with a SEBI registered Custodian or to keep in safe custody the Securities and other investments purchased or acquired pursuant to the above authority.

13. To appoint, engage, or enter into an agreement with any Service Provider for carrying out of various administrative functions / fund accounting activities for the Portfolio Manager subject to and in accordance with the terms and conditions mentioned in the said Agreement.

14. To place all orders for the purchase and/or sale of securities and/or enter into contracts including place order or enter into contracts for future, options in securities, option on indices and other similar types of investments as may be deemed expedient for my/our accounts, for the said purpose, and appoint, nominate or engage any broker and/or agent for effecting purchase and sale of the securities as mentioned above and to sign and submit such documents

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as may be required for admission as a client of such broker as/or agent and pay appropriate fees as commission to such broker and/or legal agents for the services rendered by them.

15. To make applications IPOs, private placements, right shares, debentures, units of Mutual Fund and additional shares or debentures or units of any company or body corporate or Unit Trust of India or any Mutual Fund and to receive and hold right shares or debentures or unit or additional shares or debentures or units and bonus shares or units.

16. To demand, collect, receive and give good effectual receipt(s) and discharge(s) for all and any bonus, dividends, interests, accruals or any other sum(s) and or income received or receivable from investment in Securities of any company or body corporate, Government or Public Body or authority or Unit Trust of India or any Mutual Fund and to sign and endorse cheques, pay orders, dividend or interest warrants or certificates in respect thereof and to demand and receive all debts/sums of money, principal, interest, dividends and other dues of whatever nature or account which are now or at any time, hereafter may be due /payable and belong to me/us on any account or accounts or in any manner and periodically examine, state and adjust accounts between me/us and any persons whosoever.

17. For the purpose of aforesaid or any of them to sign any applications, contracts, agreements, transfer, acceptance, receipt, acquittance or other document and form and to do all lawful acts requisite for effecting the premises.

18. To deposit the monies realised from sell of Securities with any bank and keep them invested/ deposited or to open fixed deposit account with any bank in my/our name as my/our Attorney may deem fit.

19. To pay or allow all taxes, rates, charges, deductions, expenses and outgoings whatsoever due and payable or to become due and payable on account or in respect of the Securities.

20. To initiate, prosecute and defend all legal proceedings touching any of the matters aforesaid or any other matter in which I am/ We/are or may hereafter be interested or concerned and also if thought fit, to compromise, refer to arbitration, withdraw or to contest judgements in any such proceedings as aforesaid.

21. To give or join in giving notice for calling and/ or to call or join in calling Extraordinary General Meeting of any company on requisition in accordance with section 169 and /or on the applicable provisions of the Companies Act, 1956.

22. To attend, vote and otherwise act as Attorney or proxy at all or any meeting or meetings of the members, creditors, or debenture holders of any company in which Securities are acquired or held pursuant to this authority and to vote at any such meeting for and on my/our behalf as the Attorney may deem fit and also execute any proxy on my/our behalf.

23. To engage and/or appoint lawyers and other professional advisors as may be necessary for all or any of the purpose herein above mentioned and to dispense with their services and also appoint

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For Qode Advisors LLP

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Partner

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the same or any other advocates, pleaders, etc. as and when the occasion may arise with similar powers to discharge them when such services are not required.

24. And for all or any of the purposes aforesaid to appoint from time to time a substitute or substitutes and or revoke such substitution but so that the appointment of any such substitute shall not affect or prejudice the rights or powers of the Attorney to act hereunder and the Attorney may continue to do so notwithstanding such appointments.

25. And for all or any of the purpose set out hereunder, to assign or transfer any or all rights or obligations or powers hereunder to such person (s) as it may deem necessary or expedient without my / our prior written consent.

26. And I/We do hereby for myself/ourselves, my/our heirs, executors, administrators, successors and legal representatives ratify and confirm and agree to ratify and confirm all and whatsoever acts, deeds, matters and things done or cause to be done by the Attorney or his substitute or substitutes for the purpose of implementation of the powers conferred hereunder.

27. In case of my/our death/ the death of all or any of us, this Power of Attorney, as to all acts, deeds, matters and things which before the fact of such death shall be known to it or him shall be done by my/our Attorney or by any substitute by virtue or under color or in pursuance hereof and all payments made to it or him before that fact of such death shall be known to the person making the payment shall be binding upon my heirs, executors and administrators/heirs, executors, and administrators of any of us so dying aforesaid, as the same would have been upon him if living.

28. And I/We hereby confirm that the said Attorney acting as my / our Attorney under these presents shall not be liable or answerable or responsible for any loss or diminution caused or occasioned by its acting as such Attorney in good faith.

29. I/We hereby authorise the said Attorney to debit my Bank Account with their branch for all the service charges, fees, out of pocket expenses, conveyance expenses, postage, telephone/fax charges etc. payable by me/us from time to time in accordance with the schedule of charges/fees/ expenses etc. prescribed by the said Attorney in regard to the above said work to be carried out by the Attorney on my/our behalf.

30. And generally to do all and perform and execute all such other acts, deeds, matters and things for or on behalf of me/us or that may be necessary, proper, convenient or expedient to be done in and about the premises as fully and effectively to all intents and purposes as I/We myself/ ourselves would do if personally present and I/We hereby notify and confirm and agree and undertake to notify and confirm whatsoever the said Attorney or any substitute appointed by the said Attorney shall lawfully do or caused to be done by virtue of these presents.

31. And I/We hereby declare that the said Attorney is entitled to act and exercise all the powers herein conferred upon through any of its officers and employees or any other agent appointed

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For Qode Advisors LLP

Karan R Salecha

Partner

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by the Attorney for this purpose and I/ we do hereby for myself/ourselves, my/our successors and assigns jointly and severally undertake and agree to indemnify and keep indemnified my/our Attorney against all claims, demands, proceedings, losses, damages, charges and expenses which may be raised against or incurred by reason or in consequence of the actions of my/our Attorney.

32. This Power of Attorney is perpetual until a notice is duly communicated in writing at least 30 days prior to the withdrawal/cancellation of my/ our Attorney. Provided, however, that the revocation shall not so operate as to preclude or deny execution of transactions as are required for the purpose of fulfilling all obligations arising out of transactions executed for and on behalf of me/us by said Attorney prior to the time of receipt of such revocation by the said Attorney and is exclusive to said Attorney except to the extent not permissible under the rules and regulations of the SEBI and applicable laws and the directions issued thereunder. I shall indemnify and keep indemnified if no such notice is served revoking/ cancelling my/our Power of Attorney and by virtue of that reason, if the operation of the said Accounts is operated by the Attorney.

33. This Power of Attorney may be modified in future by the Portfolio Manager by giving a due notice of 7 working days to the Client.

34. The Portfolio Manager shall forward a copy of this Power of Attorney to the Bank(s), and I/We agree that any action taken by the Bank(s) under this Power of Attorney shall be in good faith. I/We state that the Bank shall not be held liable for any direct or indirect loss, damage, costs, claims and expenses whatsoever resulting as consequence or caused or contributed by any event or relating to its action in relation to this Power of Attorney.

35. This Power of Attorney shall be deemed to be duly executed only after it has been executed by the Attorney for acceptance as herein provided and shall be effective only pursuant to such execution.

This Power of Attorney shall be interpreted as per the laws of India and shall be subject to jurisdiction of the courts of Mumbai in India. In witness whereof, I/we have hereunder set my/our hand at this, the 08 day of November Two Thousand Twenty Four.

First Holder	Second Holder	Third Holder
Sign: Harshali H. Gala	Sign:	Sign:
Name: Harshali Gala	Name:	Name:

For Qode Advisors LLP

Karan R Salecha

Partner

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Accepted

For Qode Advisors LLP

Signature:

For Qode Advisors LLP

Karan R Salecha

Partner

in the presence of:

(Witness of the Client) Vaibhav Jain Vaibhav Jain

(Witness of the Portfolio Manager) Srikanth Rakte SR

Before Me

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