

On Rs. 200/- Stamp Paper

**Undertaking cum Indemnity – In respect of facsimile instruction for operation of
Depository Account**

To
Stock Holding Corporation Of India Limited,
Mittal Court,
'B' wing, 2nd Floor,
224, Nariman Point,
Mumbai 400 021

| Sr no. | BO/ Client Ids | Names of holder(s) |
|--------|----------------|--------------------|
| 1 | | First Holder |
| | | Second Holder |
| | | Third Holder |
| 2 | | First Holder |
| | | Second Holder |
| | | Third Holder |
| 3 | | First Holder |
| | | Second Holder |
| | | Third Holder |

THIS DEED OF INDEMNITY made at _____ this _____ day of _____
2003, by Mr./Mrs. _____ of
..... Indian Inhabitant/s, residing
at _____ /
M/s. _____, a Company registered under the Companies
Act, 1956 having its Registered Office at

_____ (hereinafter referred to as "the Client/s" which expression shall unless
repugnant to the context or meaning thereof shall mean and include his or her heirs,

executors, administrators and assigns or its successors and assigns) in favour of **Stock Holding Corporation of India Limited** (a company incorporated and registered under the Companies Act, 1956) and having its Registered Office at **Mittal Court, B Wing, 2nd Floor, 224 Nariman Point, Mumbai - 400 021** hereinafter called **SHCIL** (which expression shall unless it be repugnant to the context or meaning thereof mean and include its successors in title) as follows:

WHEREAS I/We maintain a Depository Participant Account(s) (“the said Account”) mentioned above, with SHCIL at its _____ Branch office, located at _____ . As per the instructions for operation of the said Accounts, the same is allowed to be operated by us or the persons authorised, in that behalf (hereinafter referred to as “Authorised Person/s”).

AND WHEREAS in the day to day business, I am / we are required to give urgent instructions to SHCIL for operation of the said Account:

WHEREAS SHCIL has agreed to accept, the original instruction slip, a fax submission thereof signed by the authorised persons to operate the said account under their signatures, subject to the indemnity herein offered by me/us to SHCIL on the terms and conditions herein mentioned.

NOW IN CONSIDERATION OF THE ABOVE, I/We hereby irrevocably agree, confirm and undertake to SHCIL as follows:

1. I/We shall transmit the Fax instructions only to the fax number informed/provided to us by SHCIL
2. The Fax Submission shall be signed by the Authorised Person/s mentioned in the List of Authorised signatories submitted by me/us in the account opening form on behalf of me/us and their signatures shall be in the same manner and way as has been informed to SHCIL by me/us and SHCIL is hereby requested and authorised, (but is not obliged to) rely upon and act, in accordance with such Fax Submission which is signed or bonafide believed by SHCIL to have been signed, by the Authorised Person/s.
3. SHCIL is requested by me/us and shall be entitled to treat any Fax Submission as fully and duly authorised by and binding upon me/us and further be entitled (but not bound) to take any steps relying upon the same, believing the Fax Submission, in good faith as appropriate, regardless, of the amount of money

involved and notwithstanding any error in transmission or reception of such Fax Submission or any misunderstanding or ambiguity or lack of clarity in the terms of such Fax Submission.

4. I/We shall upon making any Telefax Submission hereunder, deliver to SHCIL without any delay within two working days, the original hard copy of the Fax Submission (the Hardcopy) signed by the Authorised Person/s as aforesaid. Each Hardcopy shall bear the following words on the top of the instruction slip - “This is a Hardcopy of Fax Submission to you, transmitted on _____ day of _____ month, _____ year.
5. SHCIL may, but shall not be obliged to, await receipt of the Hard copy prior to taking any action in connection with the Fax Submission and shall not be obliged to follow-up with me/us for the originals. Further the storage of a photocopy of the fax transmission sent by me/us shall be the conclusive evidence of instruction to SHCIL for having acted on such instructions and I/We hereby agree and acknowledge the same”.
6. I / We hereby agree that in case SHCIL does not receive the hard copy of the instruction within 2 working days, SHCIL may discontinue the said facility. In such cases SHCIL will do so with immediate effect after informing me orally / in writing / by fax. I / We undertake that I / we shall not hold SHCIL liable for any loss to me / us in case SHCIL does not act on fax instruction received by SHCIL in such a case.
7. SHCIL shall not be required to confirm (whether orally, in writing or otherwise) any fax submission or (verify the identity of the Authorised Person/s or his/her/their signature/s making or giving the fax submission or purporting to do so.
8. SHCIL shall be under no duty to set and/or adopt any procedure for the purpose of such confirmation or verification and if at all there is any, SHCIL shall not be obliged to strictly adopt or comply with the same in any or every instance.
9. .SHCIL shall not be liable for any losses or damages which I/we may suffer as a consequence of SHCIL acting in accordance with or in reliance upon, any Fax Submission or otherwise pursuant to the authority conferred herein, upon SHCIL.
10. I/We shall indemnify SHCIL and CDSL / NSDL and keep them indemnified and save harmless, at all times against any and all claims, losses, damages, costs liabilities and expenses incurred, suffered or paid or incurred by SHCIL or required to be incurred, suffered or paid by SHCIL and also against all demands, actions, suit proceedings made, filed / instituted against SHCIL, in connection with or arising out of or in relation to or as a consequence of:
 1. SHCIL acting pursuant to, in accordance with or relying upon, any Fax

Submission or otherwise pursuant to the request and authority conferred herein; and/or;

- II. SHCIL acting pursuant to in accordance with or relying upon any Fax Submission received by SHCIL which it believes in good faith to be such a Fax Submission; and / or;
 - III. Any unauthorised or fraudulent Fax Submission to SHCIL. PROVIDED that this indemnity shall not be available to SHCIL, if the liabilities for which SHCIL seeks indemnification hereunder, arises directly and completely from its own negligence or willful default.
 - IV. SHCIL not having acted on the fax submission due to non-receipt of the transmission or receipt of incomplete or partly / fully unreadable transmission.
 - V. SHCIL not having acted on any fax submission sent by me / us on a number other than the number mentioned by SHCIL for the purpose of fax transmission.
11. SHCIL shall not be under any obligation at any time to maintain any facility for the receipt of any Fax Submission or to ensure the continued operations or availability of any such facsimile facilities or equipment, and I/we shall not hold SHCIL liable for any loss consequent to non-availability of the said fax facility.
12. I/We acknowledge and confirm that I am/we are aware that by the very nature of telecommunications services, the Fax transmissions may not be received properly and may be clearly legible. I / We agree to assume and bear all the risks involved in respect of such errors and misunderstanding and SHCIL shall not be responsible in any manner for the same or breach of confidentiality thereto and shall also not be liable for any claims, loss, damage, cost or expense and liability arising therefrom.
13. This indemnity is without prejudice to SHCIL's other rights, privileges, powers and remedies in law and SHCIL may delay enforcing its rights without at any time losing them and any waiver of a right by SHCIL hereunder or available to it by law, shall not be deemed to be a waiver of any other rights or of the same right at another time.
14. SHCIL may stop/terminate this facility given to me / us by giving seven day prior written notice to me/us. However, any such termination shall not affect anything done or any rights or liabilities accrued or incurred prior to the termination and all the above indemnities given by me/us to SHCIL hereunder shall survive any such termination. However in case of termination as mentioned in point 6 above, no such notice need to be given by SHCIL.

The Provisions relating to arbitration contained in the agreement executed by us in favour of SHCIL shall be applicable to any dispute or difference that may arise in respect of such fax transmission including all disputes with regard to the receipt of

the fax Transmission by SHCIL.

I /We specifically agree and confirm that regardless of the place from which the fax transmission in question may have been transmitted to SHCIL 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 exclusive jurisdiction of the Courts of Mumbai (India) alone.

Dated at _____ this _____ day of _____

Given by

1. Signature
Name
Witnessed

2. Signature
Name
Witnessed

3. Signature
Name
Witnessed