

[On Rs. 200/- stamp paper]

**UNDERTAKING-CUM-INDEMNITY IN RESPECT OF FACSIMILE INSTRUCTION FOR OPERATION OF DEPOSITORY ACCOUNT**

To,  
**SPA Securities Limited (DP- ID - 12058600 )**  
 25, C-Block, Community Centre,  
 Janak Puri, New Delhi – 110058

Sr. No.	BO 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	

I / We

1) \_\_\_\_\_ residing at \_\_\_\_\_

2) \_\_\_\_\_ residing at \_\_\_\_\_

3) \_\_\_\_\_ residing at \_\_\_\_\_

execute this UNDERTAKING-CUM-INDEMNITY in favour of **SPA Securities Limited** (a company incorporated and registered under the Companies Act, 1956) and having its Registered Office at 25, C-Block, Community Centre, Janak Puri, New Delhi – 110 058 hereinafter called “the DP” (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 Beneficial Owner Account(s) (“the said Account”) mentioned above, with the DP at its Main office, located at 25, C-Block, Community Centre, Janak Puri, New Delhi – 110 058. As per the instructions for operation of the said Accounts, the same is allowed to be operated by us or the persons authorized, in that behalf (hereinafter referred to as “Authorized Person/s”).

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

WHEREAS the DP 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 the DP on the terms and conditions herein mentioned.

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

1. I/We shall transmit the Fax instructions only to the fax number informed/provided to us by the DP.
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 the DP by me/us and the DP 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 the DP to have been signed, by the Authorised Person/s.
3. The DP 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 the DP 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. The DP 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 the DP for having acted on such instructions and I/We hereby agree and acknowledge the same”.
6. I / We hereby agree that in case the DP does not receive the hard copy of the instruction within 3 working days, the DP may discontinue the said facility. In such cases the DP will do so with immediate effect after informing me orally / in writing / by fax. I / We undertake that I / we shall not hold the DP liable for any loss to me / us in case the DP does not act on fax instruction received by the DP in such a case.
7. The DP 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. The DP 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, the DP shall not be obliged to strictly adopt or comply with the same in any or every instance.
9. The DP shall not be liable for any losses or damages which I/we may suffer as a consequence of the DP acting in accordance with or in reliance upon, any Fax Submission or otherwise pursuant to the authority conferred herein, upon the DP.
10. I/We shall indemnify the DP and CDSL 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 the DP or required to be incurred, suffered or paid by the DP and also against all demands, actions, suit proceedings made, filed / instituted against the DP, in connection with or arising out of or in relation to or as a consequence of:
  - i. The DP 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. The DP acting pursuant to in accordance with or relying upon any Fax Submission received by the DP which it believes in good faith to be such a Fax Submission; and / or;
  - iii. Any unauthorized or fraudulent Fax Submission to the DP. PROVIDED that this indemnity shall not be available to the DP, if the liability for which the DP seeks indemnification hereunder, arises directly and completely from its own negligence or willful default.
  - iv. The DP not having acted on the fax submission due to non-receipt of the transmission or receipt of incomplete or partly / fully unreadable transmission.
  - v. The DP not having acted on any fax submission sent by me / us on a number other than the number mentioned by the DP for the purpose of fax transmission.
11. The DP 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 the DP 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 the DP 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 the DP’s other rights, privileges, powers and remedies in law and the DP may delay enforcing its rights without at any time losing them and any waiver of a right by the DP 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. The DP 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 the DP 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 the DP.

The Provisions relating to arbitration contained in the agreement executed by us in favour of the DP 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 the DP.

I/We specifically agree and confirm that regardless of the place from which the fax transmission in question may have been transmitted to the DP 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 _____	2. Signature _____	3. Signature _____
Name _____	Name _____	Name _____
Witnessed _____	Witnessed _____	Witnessed _____