

# Fax Agreement - CDSL / NSDL

## INDEMNITY-CUM-AGREEMENT FOR DEPOSITORY ACCOUNT FAX INSTRUCTION

To,  
**Ashika Stock Broking Ltd.**  
'Trinity', 226/1, A.J.C.Bose Road,  
7<sup>th</sup> Floor, Kolkata – 700 020

I/We \_\_\_\_\_ of address \_\_\_\_\_

execute this INDEMNITY CUM UNDERTAKING in favour of **ASHIKA STOCK BROKING LIMITED**, a company incorporated under the Companies Act, 1956 and Depository Participant within the meaning of Depository Act 1996, having its Registered & Corporate Office at 1008, Raheja Centre, 10<sup>th</sup> Floor, 214, Nariman Point, Mumbai – 400021 and Head office at 'Trinity', 2261/1, A.J.C.Bose Road, 7<sup>th</sup> Floor, Kolkata – 700020 hereinafter called "DP" (which expression shall unless it be repugnant to the context or meaning thereof mean and include its successors in title) at Kolkata .

WHEREAS I/We maintain a Depository Account/s having **CDSL BO ID / NSDL Client ID** : \_\_\_\_\_ ("hereinafter referred to as the Said Account") with **Ashika Stock Broking Limited** having **CDSL DPID 12034500 / NSDL DPID IN303591** and the same is operated by me/us or persons authorized by me/us (hereinafter referred to as "Authorised persons") and in the day to day business I/We am/are required to give urgent instruction to the DP for operation of any of the said Accounts for my convenience and need.

AND IN CONSIDERATION OF THE ABOVE I / We hereby irrevocably agree, confirm and undertake with the DP and these presents witnesseth as follows :

1. The Fax Instructions shall be signed by the me / authorised persons mentioned in the list of Authorised person 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 Instructions which is signed , or believed by the DP to have been given, by me / authorised persons . Before faxing the instructions, I / we will write the words "**Faxed At Client's Risk**" on the instruction. After faxing the instruction, I / we will call up the DP, confirm receipt of all the faxed pages and obtain token no. for each sheet and write the token no. on each sheet and deposit the original instruction at the office of the DP within 3 business days (excluding Sundays and Bank Holidays). Provided however, that 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 Instructions 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 instructions to the DP for having acted on such instructions.
2. The DP is requested by me / us and shall be entitled to treat any Fax Instructions be obliged or issued and fully authorised by and binding upon me / us and further be entitled (but not bound) to take any steps relying upon the same and to act upon the same, believing the Fax Instructions, in good faith as appropriate, regardless of the amount of money involved and notwithstanding any error in transmission or reception of such Fax Instructions or any misunderstanding or ambiguity or lack of clarity in the terms of such Fax Instructions.
3. The DP shall not be required to confirm (whether orally, in writing or otherwise) any fax instructions or verify the identity of me / authonsed person/s or his / her / their signature/s making or giving the fax instructions or purporting to do so. 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 adopt or comply with the same in any or every instance. 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 instructions or otherwise pursuant to the authority conferred herein, upon the DP.
4. I / We shall indemnify the DP and keep the DP indemnified and save harmless, at all times against any and all claims, losses, damages, costs, liabilities and expenses incurred, suffered or paid by the DP or required to be incurred, suffered or paid by the DP and also against all demands, actions, suits, proceedings made, filed, instituted against the DP, in connection with or arising out of or relation to:

- i. The DP acting pursuant to, in accordance with or relying upon any Fax instructions 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 instructions received by the DP which it believes in good faith to be such a Fax instructions; and / or,
  - iii. Any unauthorised or fraudulent Fax Instructions to the DP.
5. The DP shall not be under any obligation at any time to maintain any facility for the receipt of any Fax instructions or to ensure the continued operations or availability of any such facsimile facilities or equipment. I/We acknowledge and confirm that I/We am/are aware of the nature of telecommunications services that the Fax transmissions may not be received properly and may be read by or be known to any unauthorized persons. 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.
6. 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. I/We agree that the DP may refuse to execute instructions if there are any dues to be paid by us to the DP.
7. The DP may stop/terminate this facility given to me/us by giving ten-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 termination and all indemnities given by me/us shall survive such termination.

I / We specifically agree and confirm 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 of **Kolkata** in India.

*Signed and delivered for and on behalf of the Client,*

***Witness for the Client,***



\_\_\_\_\_

First Holder

Name \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

Second Holder

Signature \_\_\_\_\_

\_\_\_\_\_

Third Holder

*Signed and delivered for and on behalf of the Depository Participant*

***Witness for the Depository Participant,***

**For Ashika Stock Broking Ltd.**

Name \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

(Director / Authorised Signatory)

Signature \_\_\_\_\_