

On Non-Judicial Stamp Paper of Rs. 300/- and to be Notarized

DEED OF INDEMNITY

THIS DEED OF indemnity made at _____ on this _____ day of _____,

BY

M/s. _____ a member of the Exchange (name of the member) having its Registered office at _____ (hereinafter referred to as "Member") which expression shall unless it is repugnant to the context or meaning thereof mean and include its legal heirs, successors, administrators and assigns of the ONE PART

IN FAVOUR OF

Multi Commodity Exchange of India Ltd. (MCX) a Company incorporated under provisions of the Companies Act, 1956 and having its Registered office at Exchange Square, CTS No. 255, Suren Road, Chakala, Andheri (East), Mumbai – 400093 (hereinafter referred to as "Exchange") which expression shall unless it is repugnant to the context or meaning thereof mean and include its affiliates, legal heirs, successors, administrators and assigns of the OTHER PART.

"Member" and the "Exchange" are hereinafter individually referred to as "Party" and jointly as "Parties"

WHEREAS we are the member of the Multi Commodity Exchange of India Limited under the name and style of " _____ " and we had applied for surrender of membership.

AND WHEREAS I/we undertake & confirm that, I/We/entity have paid all the statutory payments like stamp duty, service tax and other statutory dues and taxes etc. of the State / Central Government. It is also confirmed that any kind of statutory dues and taxes recovered by us from the clients have been deposited by us in the relevant Government account / treasury. Further, I /we on behalf of the entity confirm that there are no disputes with the clients and dues if any are settled.

AND WHEREAS the I/we/the member is desirous of surrendering his / her/its membership rights of MCX subject to approval of MCX and Forward Markets Commission (FMC) and as per the provisions of Bye-Laws, Business Rules, Rules including Circulars and instructions issued by the MCX and FMC from time to time.

AND WHEREAS I/we/ the member is aware that he/she/it has been selected by the Exchange for inspection for the period from _____ to _____ (date) and / or by FMC for inspection for the period from _____ to _____ (date) and even after the above said pending inspection(s) and all other post inspection related activities, consequences etc. hereby request the Exchange to process the request for surrender of membership.

For _____ (Name of the Entity)

For _____ (Name of the entity)

Signature of the Designated Director /
Managing Partner / Proprietor / Karta
Name

Signature of one of the dominant
promoter
Name

AND WHEREAS I/we/member hereby undertakes to co-operate for the above said inspection(s) and all post inspection related activities and bear all such fines, penalties, expenses and consequences those may arise due to or incidental to the above said inspection(s). The I/We/member further undertakes to complete all such procedures arising out of such inspection(s) and redress any / all investor grievances and awards pertaining to the period before the surrender of membership.

AND WHEREAS even after above said pending inspection(s) and all post inspection related activities etc. I/we/member request the Exchange to process the request of surrender of membership and further request the Exchange to hold/ keep/ not to release their initial security deposit (submitted to the Exchange in the form of Cash and Non-cash collaterals) and authorize the Exchange to use/ utilize their initial security deposit for settlement of dues arising out of above said inspection(s) and awards etc.

Further, I/we understand and agree that our initial security deposit submitted to the Exchange (Cash and Non-cash form) will be refunded only after completion of the inspection process to the satisfaction of the Exchange / Commission. I/we further understand and agree that I/ we/member will not claim refund of initial security deposit (Cash and Non-cash form) from the Exchange till the completion of the inspection process to the satisfaction of the Exchange / Commission.

AND WHEREAS I/we undertake to pay for such higher amounts as may be required in this regard due to discovery of any further fines/ claims/ charges/awards etc. subsequently. Further, I/we/member hereby undertakes that if any future claims arising during the course of /after surrender of membership, I/We, severally shall provide to the Exchange with an amount equivalent to the claim(s) amount forthwith.

AND WHERE AS the Exchange has requested us to execute a Deed of Indemnity in favour of the Exchange to enable the Exchange to permit surrender of membership pending the inspection(s) and post inspection(s) activities etc. as stated above.

NOW THIS DEED WITNESSETH that, in consideration of the presents hereto I/We do hereby agree to indemnify and keep indemnified the Exchange against all existing / future claims, suits, litigation, damages arising out of surrender of membership.

AND WHERE AS I/We, hereby undertake to renew all the Non-Cash Collaterals (Bank Guarantee, Fixed Deposit Receipts etc.) submitted to the Exchange well in advance before the maturity of the said Non-Cash Collaterals as per the prescribed requirements of the Exchange

For _____ (Name of the Entity)

For _____(Name of the entity)

Signature of the Designated Director /
Managing Partner / Proprietor / Karta
Name

Signature of one of the dominant
promoter
Name

AND WHERE AS I/we further undertake to resolve all the pending grievances / disputes against us satisfactorily and agrees to co-operate and submit the information to the Exchange as and when asked. I/we further agree that in case of default, MCX shall be legally entitled to attach through due process of law all personal, movable and immovable, properties of the member

That without prejudice to the rights, remedies will be available to MCX upon the member non-compliance with this undertaking; I/We shall indemnify and keep indemnified MCX against any loss/damage suffered by MCX by virtue of this surrender and on account of violation of this undertaking.

All costs, charges and expenses for this indemnity and undertaking shall be borne by us. This Deed is governed by and shall be construed in accordance with the laws of India and the Party hereto hereby irrevocably submits to the non-exclusive jurisdiction of the Mumbai courts.

IN WITNESS WHEREOF the party hereto have signed these presents on the day and year here in above write,

Signed and delivered by the within named "Member" _____ (name of the Member).

For _____ (Name of the Entity)

For _____ (Name of the entity)

Signature of the Designated Director /
Managing Partner / Proprietor / Karta)
Name :

Signature of one of the dominant promoter
Name:

Name -

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NOTARY