

Whereas the Company has received a written proposal which written proposal and any attachments thereto or any information submitted in connection therewith (hereinafter collectively called the "Proposal Form") it is agreed shall form the basis of this Insurance, and has paid or promised to pay the premium specified in the Schedule, all provisions of the Proposal Form and said Schedule being hereby incorporated in and forming part of this Policy.

NOW THE COMPANY hereby undertakes and agrees, subject to the following terms, exclusions, limitations and conditions and any amendatory endorsements annexed hereto, to make good to the Assured, as stated in the Schedule, such direct financial loss sustained by the Assured subsequent to the Retroactive Date and discovered by the Assured during the Policy Period and notified to the Company during the Policy Period and subject always to the Aggregate Limit of Indemnity, Sub-Limits and Deductibles as stated in said Schedule.

The Insured is requested to read this Policy and, if it is incorrect, return it immediately for correction.

The attention of the Insured is particularly drawn to each of the insuring clauses, definitions, exclusions and conditions, and any amendatory endorsements of this insurance.

In all communications the Policy number appearing in line one of the Schedule should be quoted.

I. INSURING CLAUSE

This Policy subject to its terms, exclusions, limitations and conditions provides an indemnity to the Assured in respect of the Assured's legal liability to third parties for any third party claim which meets the following requirements:

Any third party claim must:

- i) be for compensatory damages, such indemnity to include claimant costs and the Assured's approved defence costs and expenses; and
- ii) be first made against the Assured during the policy period; and
- iii) be for financial loss caused by a negligent act, negligent error or negligent omission on the part of an Officer or Employee of the Assured; and
- iv) arise out of the ordinary course of the provision by the Assured of the financial services described in the Proposal Form; and
- v) be brought other than wholly or partly within the United States of America and/or Canada, and
- vi) arise other than from any negligent act, negligent error or negligent omission which was or may have been or is alleged to have been committed or omitted (as the case may be) wholly or partly within the United States of America and/or Canada; and
- vii) relate other than to a negligent act, negligent error or negligent omission which was or may have been or is alleged to have been committed or omitted (as the case may be) before the Retroactive Date specified in the Schedule hereto.

II. CONDITIONS

1. LIMIT OF INDEMNITY

- a) The total liability (inclusive of claimant costs and the Assured's approved defence expenses and regardless of the total number or amount of third party claims made against the Assured) of the Company shall not exceed the sum stated in Item 6 of the Schedule, in the aggregate, for all third party claims made against the Assured during the Policy period.
- b) The Company may at any time pay to the Assured in connection with any third party claim or series of third party claims notified hereunder the amount of the Limit of Indemnity as shown in the Schedule (after deduction of any sum or sums already paid by the Company whether as costs and expenses or as compensation) or any lesser amount for which such claim or claims can be settled and upon such payment being made the Company shall be under no further liability in connection therewith and shall (except with respect to any subrogation action) relinquish the conduct and control of such claim or claims.

- c) Regardless of the number of years this Insurance has been in force or may continue to be in force and of the premiums paid or payable in respect thereof the liability of the Company shall not be cumulative in amount from year to year or from period to period and in no case shall exceed the sum stated in Item 6 of the Schedule.

2. DEDUCTIBLE

Subject to the Limit of Indemnity, the Company shall be liable only for that part of each and every third party claim during the Policy Period, including third party claimant costs and the Assured's approved defence expenses, which exceeds the Deductible stated in Item 7 of the Schedule.

The Deductible shall apply to each and every third party claim and shall be subject to no aggregate limitation.

If a series of third party claims shall result from any single negligent act, negligent error or negligent omission (or related series of negligent acts, negligent errors or negligent omissions) then, irrespective of the total number of claims, all such third party claims shall be considered to be a single third party claim for the purposes of the application of the Deductible.

3. RECOVERIES

All recoveries from third parties for payments made under this Policy shall be applied (after first deducting the costs and expenses incurred in obtaining such recovery) in the following order of priority:

- i) The Assured shall first be reimbursed for the amount by which their legal liability exceeds the Limit of Indemnity provided by this Policy.
- ii) The Company shall then be reimbursed for the amount of their liability under this Policy.
- iii) Any remaining sum shall be applied towards reimbursement of the Deductible borne by the Assured under this Policy.

4. SUBROGATION

The Company agree to waive any rights of subrogation against any Officer or Employee of the Assured except where such Officer or Employee has the benefit of a separate relevant insurance.

5. DEFENCE AND DEFENCE COSTS AND EXPENSES

- a) The Company shall not be liable to pay any defence costs and expenses unless the express written consent of the Company is obtained prior to such costs and expenses being incurred, which consent shall not unreasonably be withheld.
- b) The Company shall not be required hereunder to assume the handling or control of the defence or settlement of any third party claim made against the Assured but shall have the right (but not the duty) to take over at any time the control of the defence or settlement or compromise of any third party claim which is or might be the subject of indemnity under this Policy if the Company in their discretion deem it appropriate to do so.
- c) Insofar as any third party claim or claims fall within the Limit of Indemnity provided hereunder, then the Company shall have discretion to negotiate a settlement thereof including the admission of liability if the Company deem it appropriate to do so and the Deductible stated in Item 7 of the Schedule hereto shall apply to any such settlement whether made with the Assured's consent or otherwise provided always that prior to any settlement or admission of liability being made the Company shall consult with the Assured who shall not unreasonably withhold their consent to such settlement and/or admission of liability.
- d) In the event of the Assured and the Company being unable to agree as to the proposed settlement and/or admission of liability then (at the election of either party) the dispute shall be referred to binding arbitration in accordance with Section V of this policy.
- e) If the Company appoints a representative to report to them upon any third party claim then those costs so incurred by the Company (as distinguished from defence costs and expenses) shall not form part of the Limit of Indemnity or the Deductible.

6. NON-ADMISSION OF LIABILITY

The Assured shall not admit liability for or settle any third party claim made against the Assured without the prior written consent of the Company. Nevertheless, the Assured shall not be required to contest any legal proceedings to trial unless

Counsel, to be mutually agreed upon by the Assured and the Company (or if not so agreed, as determined in the manner set out in Clause 5 above in relation to the selection of Counsel), shall advise that such proceedings should be contested.

7. MEANING OF THIRD PARTY CLAIMS MADE AND NOTICE PROVISIONS

This Policy applies only to third party claims first made against the Assured during the Policy Period.

For the purposes of this Policy, a third party claim is considered to be made when the Assured first:

- a) receives a written demand for damages of the type covered by this Policy, including the service of suit or institution of legal or arbitration proceedings; or
- b) becomes aware of the intention of any person to make such a demand against them; or
- c) becomes aware of any fact, circumstance or event which could reasonably be anticipated to give rise to such a demand at any future time.

Written notice of any such third party claims made shall be given by the Assured at the earliest practical moment, but in any event within 30 days after the expiration date of the Policy Period stated in Item 2 of the Schedule, pursuant to the procedures set forth in Section VII of this Policy. Any subsequent legal proceedings for damages brought against the Assured as a direct result of any matter or matters for which written notice has been given under b) or c) above, whether such proceedings are brought during or after the expiration of the Policy Period, is considered to be a third party claim first made against the Assured at the time the Assured first became aware of the said matter or matters. It is agreed, however, that the Company shall have no liability for any such matter or matters which do not result in legal proceedings being brought against the Assured within six (6) years of the date of said written notice.

Upon receipt of written notice of any third party claim (as defined above) the Company shall be entitled to appoint a representative to investigate the claim on their behalf and the Assured shall co-operate fully with any Company's representative in the conduct of his enquiries, including but not limited to making available to him all necessary information and documentation as he may require together with facilities for the interviewing of all the Assured's personnel whom the representative may consider to be relevant to his enquiries.

8. WARRANTY

It is warranted that the statements and particulars in the Proposal Form referred to in Item 5 of the Schedule and any supplementary information pertaining thereto provided by or on behalf of the Assured are the basis of this Policy and shall be deemed incorporated herein.

The Assured agrees, by acceptance of this Policy:

- a) that the statements and particulars in the Proposal Form, and any supplementary information, are their representations and that this Policy is issued in reliance upon the truth of such representations; and
- b) that in the event of the Proposal Form, or any supplementary information, containing misrepresentations which materially affect the acceptance of risk hereunder by the Company this Policy shall be void in its entirety and of no effect whatsoever.

9. FRAUD

- (A) Any person who, knowingly and with intent to defraud the Company or other person, files a proposal for insurance containing any false information, or conceals for the purpose of misleading, information concerning any facts material thereto, commits a fraudulent insurance act which will render the policy voidable at the Company's sole discretion and result in a denial of insurance benefits.
- (B) If a claim is in any respect fraudulent, or if any fraudulent or false plan, specification, estimate, deed, book, account entry, voucher, invoice or other document, proof or explanation is produced, or any fraudulent means or devices are used by the Assured, policyholder, beneficiary, claimant or by anyone acting on their behalf to obtain any benefit under this policy, or if any false statutory declaration is made or used in support thereof, or if loss is occasioned by or through the procurement or with knowledge or connivance of the Assured, policyholder, beneficiary, claimant or other person, then all benefits under this policy are forfeited.

10. JURISDICTION

a) —The indemnity provided by this Policy shall apply only to final judgements
HDFC ERGO General Insurance Company Limited. IRDAI Reg No.146
CIN : U66030MH2007PLC177117. Registered & Corporate Office: 1st Floor, HDFC House,
165/166 Backbay Reclamation, H.T.Parekh Marg, Churchgate, Mumbai - 400 020.

against the Assured in the Courts of the Country stated in Item 10 of the Schedule and not to judgements obtained elsewhere (including but not limited to the United States of America and/or Canada) nor to judgements or orders obtained in the said Courts for the enforcement of judgements obtained elsewhere (including but not limited to the United States of America and/or Canada) whether by way of reciprocal agreements or otherwise.

- b) It is agreed between the Company and the Assured that the premium for this Policy has been calculated accordingly and no consideration has been paid in respect of liabilities arising under any other law or the jurisdiction of any other Courts.
- c) Any legal proceedings commenced against the Company arising out of this Policy may be served upon the person(s) named in Item 9 of the Schedule who are duly authorised to accept service on their behalf.

11. MATERIAL CHANGES

a) Change of Control of the Assured

If there is any change in the effective ownership or control of the Assured whether financial or otherwise and whether occurring by operation of law, voluntary act on the part of the Assured or by merger, purchase or sale of assets or shares or in any other way then cover under this Policy shall thenceforth cease in respect of all and any third party claim first made thereafter unless the Company agree in writing to the continuation of the Policy and then only upon such terms as may be stipulated by Company.

b) Merger, Purchase or Acquisition

If the Assured shall merge with or purchase or otherwise acquire all or any of the undertaking, assets or liabilities of another business, then this policy shall not afford any coverage of any kind for any third party claim which involves any act, error or omission which arises or occurs directly or indirectly out of or in relation to all and any of such undertaking, assets or liabilities or their acquisition unless and until the Assured shall have obtained the Company's agreement in writing to the extension of cover under the Policy in relation to the same and then only upon such terms as may be stipulated by Company after full disclosure of all material facts by the Assured.

c) Other material changes

In the event of any other material change in the facts and circumstances disclosed to the Company in the Proposal Form and supplementary information which may increase the risk accepted by the Company hereunder, the Assured shall as soon as practicable give notice to the Company of any such change whereupon the Company may elect to terminate this Policy or to offer the Assured a continuation of cover on such revised terms and conditions as the Company may require.

12. TERMINATION PROVISIONS

This Policy shall terminate with or without the tender of any unearned premium:

- a) immediately in the event of the occurrence of any of the events providing for termination set forth in Condition 11;
- b) immediately as to any subsidiary of the Assured in the event of the occurrence of any of the events set forth in Condition 11 in relation to such subsidiary;

unless in any such case the Company, after having been furnished with all relevant particulars relating to the event, have offered revised terms and conditions as to the continuation of cover and such terms and conditions have been accepted by the Assured;

- c) upon receipt by the Company of a written request by the Assured to terminate the Policy.

The Company shall refund any unearned premium computed at pro rata if terminated on the occurrence of any of the events provided for in Condition 11.

This Policy shall also terminate immediately upon exhaustion of the Limit of Indemnity by one or more payments made under this Policy in which event the premium is deemed to be fully earned.

13. OTHER INSURANCE

This Policy does not cover any loss which is insured by or would but for the existence of this Policy be insured by, any other existing Policy or Policies, except in respect of any excess (not exceeding the Limit of Indemnity stated in Item 6 of the Schedule) beyond the amount which would have been payable under such Policy or Policies, including any deductible applicable thereunder, had this Policy not been effected.

Customer Service Address: D 301, 3rd Floor, Eastern Business District (Magnet Mall),
LBS Marg, Bhandup (West), Mumbai - 400 078. Customer Service No : +91 2262346234
/+91-120 6234 6234 || www.hdfcergo.com

14. CHOICE OF LAW AND JURISDICTION

The construction, interpretation, meaning and enforcement of the provisions of this Policy shall be determined in accordance with and governed by the laws of India. Except as set forth in Section V of this Policy, any disputes relating to the construction, interpretation, meaning and enforcement of this Policy shall be submitted to the exclusive jurisdiction of the Indian courts.

III. DEFINITIONS

1. **The Assured** shall mean the entity first named in Item 1 of the Schedule and shall include any majority owned and controlled Banking subsidiary companies which are named therein and which are also named and included in the written Proposal Form.
 2. **Officers and Employees** shall mean:
 - a) the Assured's officers also any full time and part time employees (including a Director of the Assured who is employed as an officer or other salaried employee) while acting in the ordinary course of their employment by the Assured, and
 - b) a Director of the Assured (other than one who is employed as an officer or other salaried employee) but only while performing acts coming within the scope of the usual duties of an officer or employee and not while acting in any other capacity,
- and for the avoidance of doubt shall not include agents or consultants or subcontractors or independent professional advisers.
3. **United States of America and/or Canada** wheresoever the same appear in this Policy shall include, the United States of America, Canada and their territories and possessions.
 4. **Affiliate** shall mean any entity in which the Assured holds, directly or indirectly, less than 51% but more than 10% of the outstanding shares.

For the purpose of these definitions, the singular includes the plural and the plural includes the singular, unless otherwise noted.

IV. EXCLUSIONS

This Policy shall not indemnify the Assured in respect of:

1. Any legal liability assumed by the Assured
 - a) under the terms, conditions or warranties of any contract or agreement, or
 - b) by virtue of any waiver or release from liability of any third party,

except to the extent that liability would have attached to the Assured in the absence thereof.

2. Any legal liability arising from or contributed to by any dishonest, fraudulent, criminal or malicious act or omission of the Assured or of any Director or of any Officer or Employee or of any sub-contractor or agent of the Assured.
3. Any legal liability arising from or contributed to by
 - a) any bodily, mental or emotional injury, sickness or disease, or by death, or
 - b) any loss of or damage to property,
 of any third party.
4. Any legal liability arising from or contributed to by any loss of or damage to any goods or other property, including securities, documents and written instruments of every kind, whether owned by the Assured, held by the Assured in any capacity of for which the Assured may be liable.
5. Any legal liability arising from or contributed to by any deliberate breach of any laws, enactments or regulations relating to all and any of the constitution, operation and conduct of the Assured and/or the business or operations of the Assured in all and any jurisdiction directly or indirectly relevant to any of the same.
6. Any legal liability arising from or contributed to by the Assured having refused to provide any financing or refused to fulfill any actual or alleged commitment to make any loan or transaction in the nature of a loan or a

lease or an extension of credit, whether such commitment was authorised or unauthorised.

7. Any legal liability arising from any fact, circumstance or event wherein any third party claim against the Assured would be compensable under a Bankers Blanket Bond or equivalent policy irrespective of the amount thereof and whether or not such a policy is actually maintained by the Assured.
8. Any claim by or on behalf of or at the behest of the Assured's parent company, or any subsidiary or Affiliate of the Assured or of the Assured's parent company, or any company or other entity in which the Assured, or Officers or Employees of the Assured, have an executive or controlling interest.
9. Any third party claim arising out of the insolvency of the Assured.
10. Any third party claim involving or arising out of a fact, circumstance or event which occurred prior to the Retroactive Date hereof and/or which was notified to any Insurer(s) or Company(s) prior to the inception of this Policy.
11. Any third party claim involving or arising out of a fact, circumstance or event the awareness of which would cause a reasonable person to believe that it could give rise to a third party claim against the Assured and of which fact, circumstance or event the Assured was actually aware prior to the inception date of this Policy.

For the avoidance of doubt it is declared and agreed that this provision is without prejudice to any rights of the Company to treat the said fact, circumstance or event as a non-disclosure or misrepresentation of a material fact entitling the Company to elect to treat this Policy as void from its inception.

12. Any fines, penalties, punitive or exemplary damages and any multiple damages except for the single compensatory amount of damages prior to such multiplication.
13. Any claim made against the Assured by or on behalf of or at the behest of any federal or state government, governmental body or governmental agency, except when acting solely in the capacity of a client of the Assured.
14. Any suit or legal proceeding brought by or on behalf of or at the behest of a shareholder or shareholders of the Assured in their capacity as such.
15. Any third party claim arising from or contributed to by depreciation (or failure to appreciate) in value of any investments, including securities, commodities, currencies, options and futures transactions, or as a result of any actual or alleged representation, guarantee or warranty provided by or on behalf of the Assured as to the performance of any such investments.

It is agreed however that this Exclusion 15 shall not apply to any loss due solely to negligence on the part of an Officer or Employee of the Assured in failing to effect a specific investment transaction in accordance with the specific prior instructions of a client of the Assured.

16. Any legal liability arising from or contributed to by loss of value, surrender value or cancellation value of any leased product or service as a result of fluctuations in value of such product or service.
17. Any third party claim for the reimbursement of fees, commissions, costs or other charges paid or payable to the Assured, or, any third party claim based upon allegations against the Assured of excessive fees, commissions, costs or other charges.
18. Any legal liability arising from or contributed to by any failure to provide insurance of any kind, whether such failure concerns the amount, existence or adequacy of such insurance or otherwise.
19. Any legal liability of whatsoever nature directly or indirectly caused by or arising from:
 - a) Ionising radiations or contaminations by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
 - b) The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
20. Any third party claim emanating from any actual or attempted
 - a) merger, purchase or acquisition of another business by the Assured, or
 - b) purchase or sale transactions in the shares of the Assured, the Assured's parent company or any subsidiary or Affiliate,

except however when the Assured is acting upon the specific instructions of

a client of the Assured.

21. Any legal liability arising from or contributed to by any actual or alleged or threatened discharge, release, escape, seepage, migration, dispersal or disposal of pollution or contamination of any kind.
22. Any legal liability which arises directly or indirectly by reason of or in connection with war, invasion, act of foreign enemy, hostilities (whether war has been declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, martial law, or the act of any lawfully constituted Assured.
23. Any legal liability as a result of loss sustained by a third party arising from or contributed to by advice given by the Assured in connection with Hedging transactions.

It is agreed however that this Exclusion 23 shall not apply to any loss due solely to negligence on the part of an Officer or Employee of the Assured in failing to effect a specific Hedging contract in accordance with the specific prior instructions of a client of the Assured.

For the purposes of this exclusion Hedging means the arranging of one or more contracts specifically to protect against movement in prices or values, including but not limited to foreign exchange, commodities and securities of every description.

V. GRIEVANCE REDRESSAL AND ARBITRATION

Any Insured who has a grievance against the Company arising under, out of, in connection with or in relation to this Policy, or to its existence, validity or termination, or to the determination of any amounts payable under this Policy, may, personally or through their legal heirs, make a complaint in writing to the Indian Insurance Ombudsman in accordance with the procedure contained in The Redressal of Public Grievance Rules, 1998, as amended. Provided that, in accordance with Rule 16(2) of the Ombudsman Rules, any compensation awarded by the Ombudsman will be limited to the lower of the amount necessary to cover the loss suffered by the Insured as a direct consequence of the insured peril of (1) Rupees Twenty Lakhs only (Rs. 20 lakhs), inclusive of any ex-gratia and other (2) expenses. At the prior written request of the Insured, the Company shall make (3) available a copy of said Rules to such Insured. (4)

Any and all disputes or differences which may arise under, out of, in connection (5) with or in relation to this Policy, or to its existence, validity or termination, or to the determination of any amounts payable under this Policy, shall be referred for resolution by binding arbitration at Mumbai, in accordance with the provisions of the Indian Arbitration and Conciliation Act, 1996, as amended. Provided, however, that no such dispute or difference shall be referred to arbitration, if the same is already the subject matter of a complaint pending before the Insurance Ombudsman. Should the dispute or difference which is the subject matter of complaint before the Insurance Ombudsman not be resolved in that forum, then such dispute or difference will be referred to binding arbitration, in accordance with the Indian Arbitration and Conciliation Act, 1996, as amended.

Arbitration shall be conducted as follows:

- (i) All proceedings in any arbitration shall be conducted in English and a daily transcript in English of such proceedings shall be prepared.
- (ii) Within thirty (30) days after either the Company or the Assured issues notice under this Section V, the parties shall each appoint one arbitrator. The two arbitrators shall appoint a third arbitrator, who shall serve as the presiding arbitrator.
- (iii) The arbitration award shall be final and binding on the parties, and the parties agree to be bound thereby and to act accordingly.
- (iv) The arbitrators shall have the power to give injunctive relief and such other relief to the extent appropriate.
- (v) The arbitrators shall have the power to award interest up to the date of payment of any monies due under the award. The arbitrators shall have no authority to award punitive or exemplary damages.
- (vi) The parties shall each bear their own costs associated with the arbitration and shall share equally in the costs of the arbitration proceedings and presiding arbitrator.
- (vii) When any dispute is under arbitration, except for the matters under dispute the parties shall continue to exercise their remaining respective rights and fulfill their remaining respective obligations under this policy.

(viii) Judgment upon the award rendered may be entered in any court having jurisdiction, or application may be made to such court for a judicial recognition of the award or an order of enforcement thereof, as the case may be.

VI. EXTENDED REPORTING PERIOD

If this policy is terminated or non renewed for any reason other than nonpayment of premium, then any Assured shall have the right, upon payment of the additional premium set forth in Item 12(a) of the Schedule, to an extension of the coverage granted by this policy for the period set forth in Item 12(b) of the Schedule (Extended Reporting Period) following the effective date of termination or nonrenewal, but only for a third party claim occurring prior to the effective date of termination or nonrenewal. This right of extension shall lapse unless written notice of such election, together with payment of the additional premium due, is received by the Company within thirty (30) days following the effective date of termination or nonrenewal.

Any claim made during the Extended Reporting Period shall be deemed to have been made during the immediately preceding Policy Period.

The offer of renewal terms and conditions different from those in effect prior to renewal shall not constitute a refusal to renew.

VII. REPORTING, NOTICE AND CLAIMS PROCEDURE

Any Assured shall, as a condition precedent to exercising rights under this policy, give to the Company written notice as soon as practicable of any claim.

If during the Policy Period or Extended Reporting Period (if exercised) an Assured becomes aware of circumstances which could give rise to a claim and gives written notice of such circumstances to the Company, then any claim subsequently arising from such circumstances shall be considered to have been made during the Policy Period or the Extended Reporting Period in which the circumstances were first reported to the Company.

In order to make a claim or to provide notice of circumstances, the Assured shall, as a condition precedent to exercising any right under this Policy, provide a written notice of claim or circumstances to the Company. This written notice shall include:

a description of the claim or circumstances;
the nature of any allegations against the Assured,
the nature of the alleged or potential damage,
the names of all actual or potential claimants,
the names of all actual or potential defendants, and
the manner in which such Assured first became aware of the claim or circumstances.

Written notice shall be provided to the Company at the Company's address as set forth in Section VIII of this policy.

In addition to and in support of the written notice of claim or circumstances, the Assured shall provide to the Company any and all documents relevant to such claim or circumstances, including but not limited to internal or external records of any kind, correspondence, legal documents or other documents as the Company may deem necessary for handling of the claim. The Assured shall further extend to the Company such cooperation as the Company may reasonably require in the handling of the claim.

Such complete written notice and supporting documentation shall form the basis of the Company's assessment of the Claim.

VIII. NOTICE

Notice to the Company under this Policy shall be given in writing addressed to:

Notice of Claim or Circumstance:
Claims Department Manager
HDFC ERGO General Insurance Company Limited
6th Floor, Leela Business Park,
Andheri-Kurla Road,
Andheri-East
Mumbai 400 059

Contact No 022-66383600, India

All Other Notices:

Specialty Insurance Department
HDFC ERGO General Insurance Company Limited
6th Floor, Leela Business Park,
Andheri-Kurla Road,

Andheri-East
Mumbai 400 059
India

Such notice shall be effective on the date of receipt by the Company at such address.