2 0 3.

On Rs. 20 non-judicial stamp paper duly notorised

AFFIDAVIT cum UNDERTAKING

I, ______________________________, s/o d/o w/o______________________________
age______ yrs. residing at
____
do hereby solemnly affirm on oath and undertake as follows:

that my vehicle ____________________ having Registration No.____________________ covered under policy no.____________________ of IFFCO-TOKIO General Insurance Co. Ltd. was hypothecated with ______________________________. The subject vehicle was stolen on_____ day____________________ for which necessary intimation was also given to your office.

As per the discharge voucher given to me, it is learnt that my above theft claim stands settled for Rs. ____________________ subject to production of Form No. 35 duly signed and stamped by the hypothecator / financer and by me as also NOC letter from the above mentioned hypothecator / financer.

I hereby undertake by this affidavit that 'No Objection Certificate' & Duly Signed Stamped Form No. 35 by the Hypothecator / Financer and by me would be forwarded to you within 15 days from the date of claim's cheque date.

I further undertake that failure in complying with the above undertaking, M/s IFFCO-TOKIO General Insurance Co. Ltd. would be entitled to recover the aforesaid amount from me.

I know that to make a false affidavit is a crime. Whatever stated above is true and correct according to my knowledge and belief and that I affirm on oath today dated__________ at
____

Dated:

Witness Signature

1. Name: ____________________
Address: ____________________
2. Name: ____________________
Address: ____________________

Signature of the Insured
(Deponent)

1002

LETTER OF SUBROGATION

(Typed on non-judicial stamp paper worth Rupees 100/-)

To,

____

Dear Sir,

Reg: Claim No:-______________________ Policy No ___71918640___________

In consideration of your agreeing to make the payment of Rs. ______________________

(Rupees ______________________________) In full and final settlement and entire discharge of my/our claims for the loss by theft of _______________ on or about ____________________ day of ____________________ we hereby assign ownership of/the subject matter in your name and further agree that if and when the said stolen ______________________ is recovered it will be deemed to be the property of the IFFCO TOKIO General Co. Ltd. and I/We hereby declare and agree that you are subrogated to all rights and remedies in all and in respect of the subject matter in accordance with the laws governing the contract of insurance .

I/We hereby irrevocably authorise you to use my/our name to the extent NECESSARY to exercise all or any such rights and remedies, with full authority to you to make or institute on my /our behalf such claims, applications, proceedings, measures and to file suit in your own name or in my /our name or to substitute or add and undertake to furnish you with any assistance that you may reasonably require of me /us when exercising such rights and remedies and to make any affidavits or declaration and to give evidence whilst on your part it is understood that you will bear all the cost ,charges and expenses arising in connection with any proceeding which you to receive and give good and valid discharges to all Government authorities or other for all months, compensation or damage that may be due or become payable to me/us in respect of the said loss .

I/We further record that I/We shall pursue the matter for recovery of the lost _______________ and shall take all effects is this behalf.

I/We further undertake to take over the stolen _____________ if recovered I shall reimburse you with the aforesaid amount of Rs. ___________ or any part thereof as the case may be to the extent of recovery made.

I/We further undertake to take over the stolen ___________ if recovered I shall reimburse you with the aforesaid amount of Rs. _______________ or any part thereof as the case may be to the extent of recovery made.

I/We further undertake and agree that in case any of our employees of any rank whatsoever is proved in the court of Law to be connected with the above said loss through mis-appropriation and /or robbery and /or theft. I/We shall refund to the Company the amount with such with such sum or money, which you may have incurred by reason of this loss.

The power hereby given and confirmed shall not be cancelled or terminated or affected by my death and shall be binding on my heirs, executors and administrators.

Signature ______________________

1) Name__________________FullName ___________________

2) Signature_____________ Occupation_________________

3) Address____

____

Date at __________This ____________Day of __________2003

1002.

<u>LETTER OF INDEMNITY</u>

This deed of Indemnity made at Surat on date ________________ between the Insured (Name) ________________________________ herein after referred to as "INSURED" (which expression shall unless be repugnant to the contact deemed to include its successors and assigns) on the first part and ______________________

____

Hereby in after referred to " SURETY ' (which expression shall unless repugnant to the context be deemed to include his heirs, executors and administrators) of the Second part and IFFCO TOKIO GENERAL INSURANCE CO LTD.

WHEREAS the company has insured vehicle ____________________ Vehicle No.______________________ belonging to the insured under its policy No. _____________ and whereas the insured reported that the said vehicle was stolen on date____________ and whereas a claim of Rs. __________(Rupees______________________________________) only provided the insured and the SURETY agrees and undertake jointly and severally to indemnify the company against any takes leveies or to be lived by THE REGIONAL TRANSPORT OFFICER or any other officer duly authorises by the Government of Gujarat for the purpose in respect of the said vehicle in terms of the BOMBAY VEHICLE ACT 1945 or under any other act or acts for the time being in force. And provided further that the insured shall follow-up vigorously and property the complaint lodged by the insured with the local police department and keep the company informed with the developments from time to time including the final result of the notice investigation and provided further that the insured co-operative with the company for getting possession of the insured vehicle as and when treated out.

AND WHEREAS the insured and his surety have agreed to indemnify the company jointly and severally as offersaid and whereas the company has in pursuance of the said agreement agreed to make the payment of the sum of Rs.______________(Rupees______________________________________ ____ only)
To be paid to the insured by the company the party of the first part and the surety herein jointly and severally hereby absolutely unconditionally and fully indemnify, save and defend the company their servants and agents in respect of the and against all losses, payments damages, costscharges, expenses, liabilities and prejudiction of whatever kind and nature and whomsoever and wherever may suffer, sustain, insurreror be exposed to in respect of any tax that may belived of to be lieved against the company in connection with the said vehicle by the Regional Transport Officer or any other offices or offers duly authorised by the Government of Gujarat for the purpose in terms of the BOMBAY VEHICLE ACT.1945 or under any Act or Acts for the timing being in force.
In witness whereof the parties have hereto set any subscribed their respective hand and seals the day and year herein above written.

INSURED SIGNATURE

WITNESS NAME____

SIGNATURE______________________

IN THE PRESENCE OF SIGNED SEALED AND DELIVERED BY WITNESS

NAME _________________________ SIGNATURE_________________

INSURED________________________SIGNATURE__________________

AFFIDAVIT cum UNDERTAKING :-

The Purpose.
The insured gives an undertaking on oath that he will submit the "NOC of Financer and Duly Signed / Stamped Form No. 35" within 45 days from the date of claim's cheque. He also undertakes that if he fails to submit these documents, ITGI can recover from
him the amount of claim paid.

Practical Application.
This document is required the stolen vehicle has any hypothecation. After submitting this document the claim cheque will be issued in the name of Financer. The insured can deposit it to the Financer to get the loan cleared. Once the loan is cleared, the Financer will give him the "NOC and Duly signed / stamped Form No 35" which the insured should submit to ITGI within 45 days.
In case, the stolen vehicle is recovered, ITGI will get the name of the Financer deleted from the RC Book by using the NOC of Financer & the Form No 35 and sell off the vehicle to recover the loss paid by them.

If the claimant is submitting "NOC of Financer" and Duly Signed / Stamped Form No. 35 along with all the claim documents, this affidavit will not be required and in that case ITGI will ask the insured to get the name of Financer deleted from the RC Book and submit it back so that they may sell out the vehicle if it is traced out subsequently.

LETTER OF SUBROGATION

The Purpose.
The insured assigns the ownership of the vehicle to ITGI because he has received the claim. The insured also agrees that

a) ITGI will be subrogated to all rights & remedies which the insured is holding at present.
b) The insured authorizes ITGI to make any claim, applications, proceedings or file suit on behalf of the insured.
c) The insured will refund the claim amount to ITGI if he stolen vehicle is recovered.e ins
d) The insured will refund the claim amount to ITGI, if it is proved in Court Of Law that any of insured's employee was connected to this loss.
e) The Power given to ITGI will not be cancelled or terminated or affected by insured's death and will be binding on insured's heirs, executors & administrators.

Practical Application.
This document is required so that the Insurance Company acquires ownership of the vehicle and also gets all the rights of insured to file suit on behalf of the insured. This provides a measure for loss minimization to the insurance company.

LETTER OF INDEMNITY.

The Purpose.
The insured agrees that

a) He will pay to the ITGI the amount towards any Tax which RTO or Government of Gujrat recover from ITGI
b) He will follow-up with Police Authorities regularly about the stolen vehicle and keep ITGI informed about the developments, if any.

Practical Application.
This document is required so that the Insurance Company is protected from any possible loss caused by any Tax which may be imposed by any Government Authority.