

ISSUE OF DUPLICATE INTEREST/REDEMPTION WARRANT/DEMAND DRAFT

Read carefully the instructions before filling in the enclosures

The enclosures are:

AGREEMENT FOR ISSUE OF DUPLICATE WARRANT/DEMAND DRAFT	"1"
ECS MANDATE FORM & LETTER OF AUTHORITY	"2"
LETTER OF AUTHORITY & ACCEPTANCE FROM BANKERS	"3"

Sequence of steps to be followed:

- a. Text of the agreement can be reproduced in Non-judicial stamp paper of Rs. 200/-

OR

- b. Rs. 200/- non-judicial stamp paper can be attached along with the format of the Agreement with the following words written on the stamp paper.

**"This stamp paper is a part of the _____ Agreement dated _____
executed between ICICI Bank Limited and _____."**

This stamp paper has to be signed by all the Parties (or the authorized persons of the Parties, as the case may be) to the Agreement.

OR

- c. The Agreement may be franked with the stamp duty of Rs. 200/-

(Read special instructions before executing the Agreement)

- Mandate Form (Document 2) is for effecting direct debit through ECS, in case of encashment of both original and duplicate payment. The bank account details to be furnished in this form should be same as the one, which is already registered with ICICI Bank at the time of issuance of original warrant. This form has to be certified by the same banker. The investor should also furnish a Letter of Authority as per the attached format for effecting the ECS debit.
- Letter of Authority cum Bankers Acceptance (Document 3) should be completed in all respects and returned to us duly certified by your banker. The bank details should be the same as the one, which is already registered with ICICI Bank at the time of issuance of original warrant.

SPECIAL INSTRUCTIONS:

- The Agreement has to be signed by the first named Bondholder(s) whose name is registered with ICICI Bank in all the pages where has been put.
- The Schedule 1, which forms part of the Agreement, has to be filled completely in all respects. In case the securities are held in electronic mode, please specify "Held in electronic mode" against the certificate number, distinctive number column and also specify the DP ID, Client ID and ISIN number.
- In case where the details of the interest/redemption warrant/ demand draft are not available, the same can be left blank which will be filled at our end.
- In Schedule 2, a copy of complaint letter addressed to ICICI Infotech (now known as 3i Infotech) is to be attached. In case where a copy of the letter is not available, documentary evidence like correspondence exchanged with ICICI Infotech (now known as 3i Infotech) can be enclosed. In case no written request was given earlier, a fresh letter requesting for issue of duplicate should be enclosed.
- The entire set of documents should be executed and completed in all respects before sending the same to us for issue of duplicate warrant/ Demand Draft.
- ICICI Bank reserves its right for issue of duplicate warrant/ demand draft.

Agreement for Issue of Duplicate Interest/ Redemption Warrant/ Demand Draft

THIS AGREEMENT made at _____ (Place) this _____ day of _____ (Month),
Two Thousand and _____ (year) BETWEEN _____
(hereinafter "the Bondholder(s)") of the ONE PART



AND

ICICI BANK Limited, a public company incorporated under the Indian Companies Act, 1956 and licensed as a banking company under the Banking Regulation Act, 1949, and having its Registered Office at Landmark, Race Course Circle, Vadodara 390 007 and Corporate Office at ICICI Bank Towers, Bandra-Kurla Complex, Mumbai 400051 (hereinafter referred to as "ICICI Bank", which expression shall unless it be repugnant to the context or meaning thereof shall mean and include its successors and assigns) of the OTHER PART.

ICICI Bank and the Bondholder(s) shall hereinafter be referred to individually as "Party" and collectively as "Parties".

Whereas

1. The Bondholder(s) had applied for bonds issued by erstwhile ICICI Limited, since merged with ICICI Bank or ICICI Bank Limited ("**the Bonds**") and was allotted bonds (the details of which has been provided under Schedule I).
2. The Bondholder(s) was entitled to interest/redemption warrant(s)/ demand draft(s) (hereinafter referred to as the "**Warrants/ Demand Drafts**") in connection with the said Bonds (the details of which are provided in Schedule I).
3. The Bondholder(s) has now reported loss of the Warrants/ Demand Drafts to ICICI Bank /not having received the Warrants/ Demand Drafts and has requested for duplicate Warrants/ Demand Drafts to be issued to in favour of the Bondholder(s) (hereinafter referred to as the "**Duplicate Warrants/Demand Drafts**").

THEREFORE, in consideration of the Bondholder(s) providing the representations and undertakings contained herein ICICI Bank shall provide the Duplicate Warrants/ Demand Drafts to the Bondholder(s) as aforesaid:

1. The Warrants/Demand Drafts issued to the Bondholder(s) for the bonds allotted to the Bondholder(s) by the erstwhile ICICI Limited since merged with ICICI Bank or ICICI Bank as specified in Schedule I have been lost/misplaced/ destroyed/ have not been received by the Bondholder(s).
2. The Bondholder(s) has reported the loss/ misplacement/ destruction/ non-receipt of the Warrants/Demand Drafts and has filed the requisite complaints with the appropriate authorities as evidenced by Schedule 2.
3. The Bondholder(s) in a written request to ICICI Bank has asked for Duplicate Warrants/ Demand Drafts to be issued to the Bondholder(s).
4. The Bondholder(s) will inform ICICI Bank immediately if the Warrants/ Demand Drafts are found or the Bondholder(s) has knowledge of its existence otherwise.
5. The Bondholder(s) shall, on demand by ICICI Bank return and deliver the Duplicate Warrants/ Demand Drafts and without such demand produce and return to ICICI Bank the Warrants/ Demand Drafts when found or traced or to take all actions, suits and proceedings at its own cost as ICICI Bank shall require for the recovery thereof otherwise in relation to the Warrants/ Demand Drafts.
6. The Bondholder acknowledges that in the event that ICICI Bank makes payment to any person (including the Bondholder(s)) on the basis of the Warrants / Demand Drafts and the Duplicate Warrants/ Demand Drafts, ICICI Bank will retain the right to debit the bank account of the Bondholder(s) for the excess amount paid together with appropriate interest, costs including transaction costs, if any, applicable and such other amounts as may be charged at the sole discretion of ICICI Bank.



7. (a) The Bondholder(s) shall furnish to ICICI Bank, the **ECS Mandate/ Direct Debit Form** (in form and manner acceptable to ICICI Bank) whereby ICICI Bank shall be entitled to debit the bank account of the Bondholder(s) pursuant to paragraph 6 herein above in the cities permitted by RBI from time to time to facilitate the same.

or

(b) The Bondholder(s) agrees to provide necessary instructions to the Bondholder's bankers (in form and manner acceptable to ICICI Bank), whereby ICICI Bank shall be entitled to effect the debit to the bank account of the Bondholder(s) and if required allow production of relevant extract of this Agreement, duly certified, to the bankers of the Bondholder(s) and which shall constitute irrevocable instruction to effect such debit. Such payment to ICICI Bank will be made by way of Demand Draft/ pay order or otherwise as may be specified by ICICI Bank in its demand to the banker.

8. The Bondholder(s) acknowledges that in the event that ICICI Bank makes payment on the basis of the Warrants/ Demand Drafts and the Duplicate Warrants/ Demand Drafts as well, ICICI Bank will retain the right to set-off such excess amounts paid together with appropriate interest, costs including transaction costs, if any, applicable and such other amounts as may be charged at the sole discretion of ICICI Bank against any other payments to be made to the Bondholder by ICICI Bank, on account of any other investments or any other transactions of the Bondholder(s) with ICICI Bank.

9. The Bondholder(s) agrees that the Bondholder(s) shall indemnify and keep indemnified and hold harmless, ICICI Bank, from and against all losses, damages, costs, charges and expenses that ICICI Bank may sustain, incur or be liable to in the event of the Warrant/Demand Drafts being forthcoming at any future time or otherwise in the consequence of ICICI Bank issuing to the Bondholder(s), the Duplicate Warrant/ Demand Drafts as aforesaid and for non-compliance or breach of the representations and undertaking provided herein above.

10. The Bondholder(s) agrees and acknowledges that ICICI Bank reserves the right to issue either the Duplicate Warrant or Demand Drafts to the Bondholder(s) notwithstanding any specific request by the Bondholder(s).

11. **Representations by the Bondholder(s):**

- (i) The Bondholder(s) represents to ICICI Bank that the Bondholder(s) is the legal and beneficial owner of the Bonds.
- (ii) There are no disputes or claims by any person or persons, existing or threatened against the Bondholder(s) arising out of or in connection with the Bonds.

"Claims" for the purposes hereof shall mean any cause of action, claim, action, adjudication, proceeding (arbitral or otherwise) or dispute of any nature (including, without limitation, for any declaration, damages, losses or any liability whatsoever) whether or not, known, taken, pending, imminent or threatened.

* Delete as applicable

11. **Miscellaneous**

(a) **Further Assurances**

In connection with this Agreement, as well as all transactions contemplated by this Agreement, the Bondholder(s) agrees to execute and deliver such additional documents and to perform such additional documents as may be necessary or requested by ICICI Bank.

(b) **Severability**

The invalidity or unenforceability of any provisions of this Agreement in any jurisdiction shall not effect the validity, legality or enforceability of the remainder of this Agreement in such jurisdiction or the validity, legality or enforceability of this Agreement, including any such provision, in any other jurisdiction, it being intended that all rights and obligations of the Parties hereunder shall be enforceable to the fullest extent permitted by law.

(c) **Governing Law:**

Any legal action or proceedings arising out of these terms and conditions shall be brought in the courts or tribunals at Mumbai in India and the Customer irrevocably submits to the exclusive jurisdiction of such courts and tribunals. ICICI Web Trade may, however, in its absolute discretion commence any legal action or proceedings arising out of these terms and conditions in any other court, tribunal or other appropriate forum, and the Customer hereby consents to that jurisdiction.

(d) **Schedules, Part of Agreement**

This Agreement together with all Schedules and Annexures hereto form a single Agreement between the Parties hereto.

(e) **Survival of obligations**

The obligation of the Bondholder(s) will survive the termination of this agreement.

Schedule I

Details of Bonds

Sr. No.	Issue Name	Bondholder No.	Name of Bond	Bond Certificate Nos.	Distinctive Nos.	No of Bonds

Details of Warrant(s)/Demand Draft(s)

*** Interest Warrant**

Sr. No.	Date of the Warrant/ Demand Draft	Warrant/ Demand Draft No.	Amount (In Rs.)

*** Redemption Warrant**

Sr. No.	Date of the Warrant/ Demand Draft	Warrant/ Demand Draft No.	Amount (In Rs.)

PLEASE INDICATE BELOW THE ADDRESS FOR DESPATCH OF DUPLICATE WARRANT(S) / DEMAND DRAFT(S) AND FOR FUTURE CORRESPONDENCE.



* Delete as applicable

Schedule 2

Documentary Evidence of Complaint

A copy of complaint letter addressed to ICICI Infotech (now known as 3i Infotech) is to be attached. In case where a copy of the letter is not available, documentary evidence like correspondence exchanged with ICICI Infotech (now known as 3i Infotech) can be enclosed. In case no written request was given earlier, a fresh letter requesting for issue of duplicate should be enclosed.



**DIRECT DEBIT THROUGH ECS
MANDATE FORM**

Name of Bondholder:									
Particulars of Bank Account									
Bank Name									
Branch Name									
9 Digit MICR Code No. (Please attach a photocopy of the cheque/ blank cancelled cheque)									
Account type (Please tick)	Savings			Current			Cash Credit		
Ledger No/Ledger Folio No									
Account Number									

I, hereby, declare that the particulars given above are correct and complete. If the transaction is delayed or not effected at all for reasons of incomplete or incorrect information, I would not hold the user institution responsible. I hereby agree to discharge the responsibility expected of me as a participant under the scheme.

Signature (as in Bank Records)

Date

Name of Bondholder(s)

Bondholder No.

Certified that the particulars furnished above are correct as per our records.

Bank's Stamp

Signature of the Authorised official from the bank

Name and Designation:

Date

LETTER OF AUTHORITY

The Branch Manager

Date

Dear Sir or Madam:

Sub: Mandate Verification for A/C No. _____

This is to inform you that I/we have entered into an agreement with ICICI Bank Limited, pursuant to which I will be issued a duplicate interest/redemption Warrant(s)/ Demand Draft(s) which have been lost/ misplaced/ not received. For any payment that ICICI BANK makes on the basis of the old warrants/ Demand Drafts and the duplicate warrants/ Demand Drafts, ICICI Bank will retain the right to debit my account for the excess amount paid together with appropriate interest, costs including transaction costs, if any, applicable and such other amounts as may be charged. Such payments shall be routed through the Electronic Clearing Service (Debit Clearing) cycle. I/we hereby authorise you to honour such payments. Further, I/we authorise the representative to get the mandate verified, as enclosed.

Thanking you,

Yours Sincerely,

Signature of the Account Holder

⊗

Name:

**Instructions of the Bank
LETTER OF AUTHORITY**

The Branch Manager

Date

Dear Sir or Madam:

Sub: Mandate Verification for A/C No. _____

This is to inform you that I/we have entered into an agreement with ICICI Bank Limited, pursuant to which I/we will be issued a duplicate for interest/redemption warrant/DD which have been lost/ misplaced/ not received. For any payment that ICICI Bank makes on the basis of the old warrants/DDs and the duplicate warrants/DDs, ICICI Bank will retain the right to debit my account for the excess amount paid together with appropriate interest, costs including transaction costs, if any, applicable and such other amounts as may be charged. I further permit, if required, production of relevant extract of this Agreement, duly certified, to you and the same shall constitute irrevocable instruction to effect such debit. I hereby authorise you to honour such payments.

Thanking you,

Yours Sincerely,

⊗

Signature of the Account Holder

Name:

Bondholder No.

ACCEPTANCE OF THE LETTER OF AUTHORITY BY THE BANKER

On the basis of the authority herein above contained, we agree to pay on demand the amount as demanded by ICICI Bank by debiting the account no. _____ of Mr./Mrs./Ms _____ subject to availability of requisite fund in the account.

Bank Stamp:

Signature of the authorised official of the bank

Name and Designation:

Date:

IN WITNESS WHEREOF ICICI BANK and the Bondholder have caused these presents to be executed on the day, month and year first above written as herein before appearing.

Signed and Delivered by the within named

ICICI Bank Limited by the hand of

 an authorised official

Name:

Designation:

Signed and Delivered by the within named

 (Name of the sole/first bondholder & signature)

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