

**To : Bank of India
Hong Kong**

No. Bills 1005

Dear Sirs,

Cheques, Bills, Hundis and other Instruments with or without Share Certificates or other Documents attached lodged with you for Collection and/or Discount and/or Purchase from time to time.

With reference to all cheques, bills, hundis and other instruments with or without share certificate or other documents attached, now lodged or which may at any time hereafter be lodged by me/us with you for collection and/or discount and/or purchase the following arrangements are hereby agreed upon :-

1. You may, at your option but at my/our risk and responsibility in all respects, appoint an agent, who shall be my/our agent to collect.
2. You or the agent at your or his option, may send for collection or payment on my/our account at my/our entire risk and responsibility by post or by other manner to another agent or to the drawee thereof any cheques, bills, hundis or other instruments with or without share certificates or other documents attached. I/We agree that such other agent or the drawee shall be my/our agent for collection at my/our entire risk and responsibility in all respects.
3. You or an agent may, at your or his option but at my/our risk and responsibility, receive, in exchange for cheques, bills, hundis and other instruments, cheques, bank drafts or other mandates for payment in lieu of cash.
4. Receipt by you or by an agent of cheques, bank drafts or other mandates for payments, which are thereafter lost, mutilated or dishonoured, and/or of securities of any description, is not to prejudice your rights on any cheques, bills, hundis or other instruments in case of dishonour, nor shall be any proceedings taken thereon or your granting time or entering into any arrangements with any parties to such cheques, bills, hundis or other instruments (and I/we hereby consent to your so granting time or entering into arrangements) prejudice or effect your absolute recourse to me/us.
5. Should you or an agent receive, in exchange for such cheques, bills hundis or other instruments payment by an instrument which you or the agent cannot conveniently collect through normal channels it is clearly understood that such instrument may be collected in any manner and by any agency (including dispatch to the drawee) at my/our entire risk and responsibility and the agent or agents (including the drawee) employed in such collection shall be considered fully as my/our agent or agents.
6. I/We hereby agree that all cheques, bills, hundis or other instruments and/or share certificates or documents which I/we may from time to time hand you for discount or purchase, or against which you may make advances or pass consideration to me/us and the shares or goods hereby represented and the proceeds hereof are to be held by you as a continuing security for the payment on demand of the said cheques, bills, hundis or other instrument so discounted or purchased and of all advances, banking accommodation and /or expenses which you may make, afford, or incur to or for me/us in connection therewith and all other liabilities to you present and future, and you are to be at liberty to exercise all my/our rights (if any) as unpaid seller or sellers of the said shares or goods and without further reference to me/us to sell, insure, warehouse or otherwise deal with the said shares or goods as though you are the absolute owners thereof, and you are expressly authorized by me/us (without being obliged to do so) to refuse to deliver share certificates or goods covered by the bills, hundis or other instruments (whatever be their tenor) except against payment. I/We agree that your accounts of sale and accounts of your expenses shall be accepted by me/us conclusive evidence of the correctness of the matter therein written, and I/we declared that this agreement and your rights hereunder shall in no way be effected by my or the death of any one of us or by any change in my/our name, style or constitution.
7. The transmission of any cheques, bills hundis or other instruments or share certificates or other documents or goods or the instruments received in exchange or payments thereof. And the advices and correspondence relating thereto, whether by post or otherwise and whether by land, sea or air, or by telegram or cable shall be entirely at my/our risk and responsibility and any loss, damage or delay howsoever occasioned shall be on my/our account and be wholly borne by me/us. I/we agree that you and the agents shall be absolved from and indemnified against all loss or damage in connection with such cheques, bills, hundis, or other instruments or share certificates or documents or goods or any instruments received in exchange or in payment therefore in general and by reason of the following in particular :-
 - a. Loss or damage in transmission by any manner
 - b. Telegraphic or cable error, irregularity, delay, mistake, omission, misreading, misinterpretation or mutilation,
 - c. Loss, damage or deterioration or any share certificates or documents or goods during transit or wheresoever incurred,
 - d. Loss or damage to our mutilation or alteration or any such cheques, bills, hundis other instruments or share certificates or documents or any instruments issued or received in exchange or payment therefore,
 - e. Loss or damage howsoever occasioned due to any failure of or delay in transmission by post, seas, air, telegram or cable or relative advices or correspondence or the non-despatch or non-receipt of such relative advices or correspondence.
8. "I/We do hereby dispense with the due presentment for acceptance and/or payment and also with giving me/us of any notice of dishonour either for non-acceptance and/or non-payment of any such bills/cherques/hundies or any other instrument and I/We shall pay the amount of such bills/cheques/hundies or any other instrument whenever demanded by you."

Date at _____ this _____ day of _____

Signature _____

Signature _____

Signature _____

Date : _____

To : Bank of India
Hong Kong / Kowloon Branch

File No.
Account No.

Gentlemen,

Being desirous of opening a current account with the Bank of India I / We hand you a remittance as per memo at foot.

I / We have read the Bank's rules and agree to be bound by them.

SPECIAL INSTRUCTIONS _____

OCCUPATION _____

Yours faithfully,

TEL . NUMBER _____

SIGN
FULL
NAME

ADDRESS _____

Full Names / In Block Letters :-

Speciman Signature/s:-

Introduced by a Current Account holder of this Bank

Memo of Amount Sent

Title of Account : _____

Specimen Signature : _____

A/C No. _____ Opened : _____

To : **Bank of India**

Dear Sirs,

I/We the undersigned hereby agree that all goods documents of title to goods and securities of every description, (hereinafter referred to as "the said securities"), which I/We may from time to time deposit with the Bank by way of pledge, or which may come into the possession of the Bank in my/our account, shall be deemed to have been deposited with, and shall be held by the Bank upon and subject to the terms and conditions hereinafter mentioned, that is to say :-

1. The said securities shall be a security to the Bank for the payment and discharge to the Bank on demand of
 - (a) All monies which now are, or which at any time or times hereafter may become due and owing from me/us or from any one or more of us to the Bank, whether alone or jointly with another or others or in partnership with any person, firm or company by way of overdraft in current or other account or by way of loan or by way of cash credit with the Bank or by way of discount with and/or purchase of bills by the Bank (including money owing upon any cheques, promissory notes or bills of exchange drawn, accepted or endorsed by me/us or which shall have been paid for my/our credit either solely or jointly with another or others) and in any other manner whatsoever.
 - (b) Interest on the monies aforesaid at the agreed rate or failing agreement at such rate as may for the time being and from time to time be fixed by the Bank, with half-yearly rests.
 - (c) All expenses which may be incurred by the Bank in selling or attempting to sell the said securities or any of them.
 - (d) All other costs (as between attorney and client) charges and expenses, if any, which the Bank may be entitled by law to add to its security.
2. In consideration of the facilities and accommodation, granted as aforementioned, I/We hereby personally promise to pay to the Bank on demand the said several items specified in paragraphs (a) to (d) of the last preceding clause.
3. The power of sale conferred by law on the Bank in the event of the monies for the time being due and owing by me/us to Bank and the interest thereon, not being paid on demand shall be exercisable by the Bank in such manner as the Bank may think fit, and for the purposes of or to effect any such sale the Bank may stamp complete and register any transfers or other documents and pending any such sale may collect, receive, give receipts for and recover any dividends, interest and monies relating to the said securities or any of them without being bound to exercise any of these powers or being liable for any losses in the exercise thereof.
4. The Bank shall not be liable to me/us for any involuntary loss or destruction which may occur during its custody of the said securities or by reason of the sale of the said securities or any of them nor for any deterioration of any depreciation in the said securities.
5. All accounts sales rendered to me/us by the Bank shall be conclusive evidence both in and out of Court of all matters therein stated.
6. The Bank may out of the proceeds of sale of the said securities retain all monies owing by me/us in my/our said account or accounts overdraft loan or cash credit with the Bank or in respect of bills discounted and or purchased or on any other account owing to the Bank and also all costs and expenses incurred in relation to the said sale, the surplus (if any) being paid to me/us and the deficiency (if any) being made good by me/us to the Bank of demand.
7. I/We hereby agree to execute on demand by the Bank such further documents as may be required by the Bank to vest the said securities or any of them in the Bank and to render the same readily saleable or transferable by the Bank at any time.
8. I/We hereby also agree that notwithstanding anything hereinbefore contained the Bank shall not be bound to allow or to continue my/our account or accounts overdraft loan or cash credit or other facilities or accommodation of any kind to any extent or for any time further than the Bank shall in its absolute discretion see fit to do.
9. I/We hereby also agree that if at the time when any account or accounts overdraft loan cash credit or any facility or accommodation of any kind shall be closed or stopped or withdrawn a balance shall be owing from me/us to the Bank, I/we will, so long as such balance, or any part thereof, shall remain owing, pay interest thereon to the Bank as aforesaid with half-yearly rests from the time when such balance shall be ascertained.
10. The above terms and conditions shall apply and shall be deemed always to have applied to all securities in the nature of the said securities which may from time to time hereafter come into the possession of the Bank in anywise on my/our account or be pledged by me/us to the Bank as security for any monies advanced or agreed to be advanced to and for the time being owing by me/us to the Bank on any account whatsoever.
11. I/We hereby declare that the said securities shall always be my/our absolute property at my/our sole disposal and free from any prior charge or incumbrance.
12. The security hereby constituted is to operate as a continuing security for all sums due or owing to the Bank at anytime and in the event of my/our account or accounts overdraft loan or cash credit or any other account with the Bank running to a credit balance at any time the Bank's security hereunder shall still continue and I/We shall still be liable for all sums due or contingently due on any account whatsoever.

Yours faithfully,

To : Bank of India
Hong Kong Branch

Letter of Indemnity

Account No(s)

Inconsideration of your agreeing to accept from me/us from time to time instructions by facsimile, then in writing in relation to my/our account(s) referred to above without requiring written confirmation prior to acting thereon, I/We confirm that :-

1. You are hereby authorized to act on any facsimile instructions which you in your sole discretion believe emanate from me/us and you shall not be liable for acting in good faith on facsimile instructions which emanate from unauthorized individuals and you shall not be under any duty to verify the identity of the person or persons giving facsimile instructions purportedly made on my/our behalf.
2. Any transaction made pursuant to a facsimile instruction shall be binding upon me/us whether made with or without my/our authority, knowledge or consent and I/We shall confirm in writing or hard copy would be sent to you by mail / courier.
3. I/We undertake to keep you indemnified at all times against, and to save you harmless from all actions, proceedings, claims, losses, damages, costs and expenses which may be brought against you or suffered or incurred by you and which shall have arisen either directly or indirectly in connection with your accepting facsimile instructions and acting thereon, whether or not the same are confirmed in writing by me/us.

IN WITNESS thereof this letter of indemnity has been duly executed by me/us

This _____ day of _____.

Signature _____

Signature _____

Full Name _____

Full Name _____

Identification _____

Identification _____

**To : Bank of India,
Hong Kong**

Extracts of Minutes of the Meeting of the Board of Directors of

Held at its registered office at

on

RESOLVED :

- A. That a current account be opened with Bank of India, Hong Kong / Kowloon Branch.
- B. And that the Bank be instructed to honour all cheques, Promissory Notes, and other orders drawn by and all bills accepted on behalf of the company whether such account be in credit or overdrawn, and to accept and credit to the account of the company all moneys deposited with or owing by the Bank on any account or accounts at any time or times kept or to be kept in the name of the company and the amount of all cheques, notes, bills, other negotiable instruments, orders or receipt provided they are endorsed / signed by (Give designation).

For the time being of the company (hereinafter mentioned as “authorized signatory / signatories”) singly/jointly such signature(s) shall be sufficient authority and bind the company in all transactions between the bank and the company including those specifically referred to.

- C. And that the said “authorised signatory / signatories” be authorized to withdraw and deal with any of the company’s securities or properties or documents of title thereto which may be deposited with the Bank from time to time whether by way of security or otherwise.
- D. And that the said “authorized signatory / signatories” be authorized to arrange with the Bank for advances to the company by way of cash credit, loan, overdraft discount, Foreign / Local Bills Purchase, Import Trust Receipts, Export Trust Receipts, Letters of Lien, Letter of Credit or otherwise from time to time as required, on the Bank’s usual terms and conditions prevailing from time to time and to sign, seal, get registered and deliver on behalf of the company, all documents and forms relating to any securities (in relation to deposit or withdrawal or otherwise) to secure such advances temporarily or otherwise against pledge, mortgage, charge, hypothecation, lien of all or any of the properties of the company movable or immovable and such other securities that may be acceptable to the Bank in such form or forms as may be required by the Bank and to charge any of the company’s properties movable and immovable and securities including goods and to sign any instructions, Letter of Credit Applications, indemnities and counter-indemnities which may be required by the Bank from the company in connection with the company’s business.
- D.1. And that the said “authorized signatory / signatories” of the company be and are hereby authorized to affix the company’s seal on the documents where necessary in terms of article No. _____ of the Article of Association.
- E. And that the said “authorized signatory / signatories” are authorized to acknowledge all types of debts on behalf of the company.

cont’d 2

- F. And that the Bank be furnished with a copy of its Memorandum and Articles of Association and a list of names and specimen signatures of the Directors, Secretary and other officer(s) of the company authorized to sign on behalf of the company and be informed from time to time by a notice in writing under the hand of the Chairman of any changes which may take place therein and be entitled to act upon such notice until the receipt of further notice under the hand of the Chairman.
- G. And that a copy of any resolution of the Board if purporting to be certified as correct by the Chairman of the meeting and by the Secretary or another Director shall as between the Bank and the company be conclusive evidence of the passing of the resolution so certified.
- H. And that this resolution be communicated to the Bank and remain in force until notice in writing be given to the Bank by the Chairman of the company.

Certified that the borrowings of the company under the above resolution are within the borrowing powers of the directors or within the unexhausted borrowing powers of the company, further certified that no debentures have been issued by the company creating a floating or specific charge on the securities which will be charged for the advance to be taken in pursuance of the above resolution nor a prior charge thereon for raising an advance has been created in favour of any bank or lender.

In the event of the Board appointing another signatory or other signatories in the place of the “authorized signatory / signatories”, and notifying the Bank that a resolution has been passed to that effect, the contents of this resolution shall apply to such substituted signatories.

Certified that the above is a correct copy of the resolution passed on _____ at a duly convened meeting of the Board of Directors of _____

and that it has been entered in the usual course of business in the minutes book of the company and signed therein by the Chairman of the meeting / company and is in accordance with the Memorandum and Articles of Association of the company and that the company is a private/public limited company.

Secretary / Director

Chairman of the meeting

Mr. _____ will sign

Mr. _____ will sign

Mr. _____ will sign

Mr. _____ will sign

Mr. _____ will sign