

**(on Rs.100 stamp paper)**  
**Undertaking cum Indemnity**

To,

**Navi Mutual Fund**

7thFloor, Wing B, Prestige RMZ Startech,  
No. 139, 2, Hosur Rd, Koramangala  
Industrial Layout, S.G. Palya, Bengaluru- 560095

I / We, ....., son / daughter / wife of  
....., having permanent address at  
..... and holding PAN  
..... (“the investor”, which term shall mean and include, unless repugnant  
to the context or meaning thereof, its successors) in the capacity of an investor of Navi Mutual  
Fund do hereby further execute this UNDERTAKING CUM INDEMNITY in favour of Navi  
Mutual Fund Investment & Operations Office: 7thFloor, Wing B, Prestige RMZ Startech, No.  
139, 2, Hosur Rd, Koramangala Industrial Layout, S.G. Palya, Bengaluru- 56009. acting in its  
capacity as invest-ment manager to Navi Mutual Fund, a Trust incorporated under the Indian  
Trust Act, 1882 and having its office at 3rd Floor, Peerless Mansion, 1, Chowring-hee Square,  
Kolkata -700 069 (hereinafter referred to as the “NMF” which term shall mean and include,  
unless repugnant to the context or meaning thereof, its successors and assigns) with Navi MF  
Trustee Limited (Formerly: Peerless Trust Management Co. Limited) having its office at 3rd  
Floor, Peerless Mansion, 1, Chowringhee Square, Kolkata -700 069 acting as the Trustees to  
NMF (“Trustees”), as follows:

WHEREAS the Investor wishes to invest in the schemes of Navi Mutual Fund under folios to  
be allotted to him upon investment in NMF and as per the instructions for investment &  
operation of the above said folios, the same is allowed to be operated by the Investors /  
persons authorised by the Investor and communicated to NMF in writing (hereinafter referred  
to as “Authorised Persons”).

AND WHEREAS in its day to day business, the Investor is desirous of giving urgent  
instructions to NMF through electronic means by way of emails for carrying out transactions  
like making purchases, redemptions, switch-in & switch-out requests etc. (“email submission”)  
with NMF for speedy operation of its folios. The Investor agrees that for the first time  
investment in NMF, the Investor shall submit the application form in original together with  
relevant documents for the purposes of KYC formalities and other requirements. For all other  
transactions other than the first time investment, like additional purchase, redemption,  
switch-in, switch-out, email submission may be submitted for carrying out the transaction  
without the requirement of the original transaction slip.

NMF has agreed to accept such email submissions from the Investor to operate the said folios in a manner as provided in the resolution approved by the Board of Directors of the investor and subject to the indemnity herein offered by the Investor to NMF and the terms and conditions herein mentioned.

AND IN CONSIDERATION OF THE ABOVE, the Investor hereby irrevocably agrees, confirms and undertakes with NMF and these presents witnesseth as follows:

1. Investor shall specify the email id from which email submissions will be transmitted to NMF. The Investor's email id is as specified in the Email Registration Form:
2. Investor shall transmit all email submissions to [mf.transact@navi.com](mailto:mf.transact@navi.com) or such other email id, as may be specified by NMF from time to time and use this email id for such email submissions only and not for any other transmission / purpose.
3. Investor shall specify details of contact person – name, address, tel. no., email id & such other details as may be required.
4. NMF shall not be required / obliged in any manner whatsoever, to confirm with us (whether orally, in writing or otherwise) the giving of any such email submission and in case NMF does so, the Investor agrees that NMF may carry out its own security procedures which may include authority verification, telephone call backs which may be recorded by tape recording device and the Investor consents to such recording and agrees to cooperate with NMF to enable confirmation of such email submissions.
5. NMF will also not be liable in the case where the transaction sent or purported to be sent is not processed on account of the fact that it was not received by NMF.
6. The Investor accepts that the email submissions, where applicable, shall not be considered until time stamped as a valid transaction request in the Scheme in line with the Regulations.
7. NMF shall not be liable for any losses or damages which Investor may suffer as a consequence of NMF acting in accordance with or in reference upon, any email submission or otherwise pursuant to the authority conferred herein upon NMF.
8. Investor shall indemnify NMF at all times and from time to time and keep NMF indemnified and save harmless against any and all claims, losses, damages, costs liabilities and expenses incurred, suffered or paid by NMF or required to be incurred and also against all demands, actions, suits

proceedings made, filed, instituted against NMF in connection with or arising out of or relating to :-

- ( i ) NMF acting pursuant to, in accordance with or relying upon any email submission or otherwise pursuant to the request and authority conferred herein ;
  - ( ii ) any email submission received by NMF which it believe in good faith to be such a email submission
  - ( iii ) any unauthorised or fraudulent email submission to NMF.
8. The Investor acknowledges that email submissions are not a secure means of giving instructions/ transactions requests and that the Investor is aware of the risks involved including those arising out of such submission.
9. The Investor authorizes the recipient to accept and act on any email submission which NMF believes in good faith to be given by the Investor and NMF shall be entitled to treat any such email submission as if the same was given to NMF under the Investor's original signature.

Investor acknowledges and confirms that they are aware of the nature of telecommunication services that the scanned transmission may not be received properly and may be read or be known to any unauthorised persons. We agree to assume and bear all the risks involved in respect of such errors and misunderstanding and NMF shall not be responsible in any manner for the same or breach of confidentiality thereto and shall also not be liable for any claims, loss, damages cost or expenses and liability arising therefrom.

In consideration of the recipient from time to time accepting and at its sole discretion acting on any email submission received / purporting to be received from the Investor, the Investor agrees to indemnify and keep indemnified NMF, the AMC, its Directors, employees, agents, representatives of the AMC and Trustee from and against all actions, claims, demands, liabilities, obligations, losses, damages, costs and expenses of whatever nature (whether actual or contingent) directly or indirectly suffered or incurred, sustained by or threatened against the indemnified parties whatsoever arising from or in connection with or any way relating to the indemnified parties in good faith accepting and acting on scanned/web/ electronic transaction requests including relying upon such email submissions purporting to come from the Investor even though it may not come from the Investor.

NMF reserves the right to discontinue the facility (ies) at any point of time.

The Investor specifically agrees and confirms that any matter or issue arising hereunder shall be governed by and construed exclusively in accordance with

the Indian laws and shall be subject to the jurisdiction of the courts of Kolkata in India.

Dated at \_\_\_\_\_ this the day of 2022

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Witness:

- 1.
- 2.