To,

# R R SEN & BROS.(P) LTD.

**50 & 68 Ground Floor, Babar Road, Connaught Place, Delhi-110001.**

Dear Sir,

# Sub: Indemnity in favour of RR SEN & BROS (P) Ltd. by Tour Operator/Travel Agents regarding compliance with applicable laws including Income Tax Act, 1961 (as amended by Finance Act, 2020) for deduction of tax collected at source (*“TCS”*) on all transaction/s under Liberalized Remittance Scheme (“*LRS*”) for the month of [hereinafter referred to as (“*Indemnity*”)]

We refer to the arrangement between the RR SEN & BROS (P) Ltd. and the Tour Operator/Travel Agents for forex services wherein we as Tour Operator/Travel Agents had agreed to the binding provisions contained therein that it shall at all times comply with all applicable laws as amended from time to time. We as Tour Operator/Travel Agents hereby further agree, declare, undertake, confirm and acknowledge that:

1. We as Tour Operator/Travel Agents is solely responsible and liable for compliance with all applicable laws, including in connection with Section 206C of the Income Tax Act, 1961 (as amended by Finance Act, 2020) which relates to deduction of TCS in respect of remittances under the LRS.
2. We as Tour Operator/Travel Agents shall at all times provide the RR SEN & BROS (P) Ltd with complete and accurate details, statement of account/s and/or segregated information in connection with the said deduction of TCS referred to in (1) above along with all supporting documents (Invoice & Tax collection receipt) as may be required by the RR SEN & BROS (P) Ltd from time to time; provided that We as Tour Operator/Travel Agents shall issue confirmations to the RR SEN & BROS (P) Ltd on a weekly/fortnightly/quarterly basis (as required by the RR SEN & BROS (P) Ltd) certifying compliance with the same. We as Tour Operator/Travel Agents shall provide to the RR SEN & BROS

(P) Ltd) all documents, reports and/or details as and when required by the RR SEN & BROS (P) Ltd) to be provided to all relevant authorities under applicable law (including the Income Tax Department and the Reserve Bank of India).

1. RR SEN & BROS (P) Ltd) shall be neither responsible nor liable for the said deduction / collection of TCS referred to in (1) above and/or any legal compliances in relation thereto, and We as Tour Operator/Travel Agents hereby waives all its rights (both contractually and under applicable law) which we as Tour Operator/Travel Agents may have against the RR SEN & BROS (P) Ltd. in respect thereof.
2. We as Tour Operator/Travel Agents shall be solely responsible to comply with all necessary direction/s issued by the various authorities (including the income tax authorities) in all applicable jurisdiction/s.
3. In the event that Tour Operator/Travel Agents proposes to deduct/collect lesser TCS than that is required by Tour Operator/Travel Agents to be deducted / collected under applicable law (such shortfall in deduction / collection of TCS being for any reason/s, including the method of calculation, interpretation of laws, exemption/s availed etc.) the Tour Operator/Travel Agents shall maintain all

supporting documents that substantiate reasons for such shortfall in deduction / collection of TCS by Tour Operator/Travel Agents; and that we as Tour Operator/Travel Agents further agrees that it shall, at all times extend all necessary support to the RR SEN & BROS (P) Ltd) in case of any queries and / or clarifications in regard to the same.

In consideration of the RR SEN & BROS (P) Ltd) agreeing to continue performance of its obligation/s under the Arrangement , we as Tour Operator/Travel Agents hereby agrees and undertakes to save, defend, keep harmless, indemnify and keep indemnified the Bank (and/or its successors and assigns) at all times against all claims, demands, actions, proceedings, losses, damages, liability, costs, legal charges and expenses, whatsoever, which may be made or brought about or initiated against the RR SEN & BROS (P) Ltd) `(and/or its successors and assigns), including any proceeding before any court, quasi-judicial, central, state or local authority / body, and/or for any payment and/or liability which the RR SEN & BROS (P) Ltd) may have to suffer, bear, incur [whether directly or indirectly] due to and/or in connection with any non-compliance of applicable laws in relation to the deduction / collection of TCS under the LRS and/or in connection with any breach of any declaration/s, undertaking/s, confirmation/s herein by Tour Operator/Travel Agents and/or any breach by the Tour Operator/Travel Agents (including its representatives, agents, employees, directors and/or officials) of any of its obligations and/or duties and/or in connection with any incorrect confirmation/s, wrong information and/or false declaration/s provided by Tour Operator/Travel Agents (whether or not with intent and advertence) in this Indemnity and/or any other document.

We as Tour Operator/Travel Agents confirms that it has the capacity and authority to execute this Indemnity and that this Indemnity constitutes a valid, legal, effective and enforceable obligation. This Indemnityshall be governed and construed in accordance with the laws of India and we as Tour Operator/Travel Agents hereby submits to the exclusive jurisdiction of the courts in Delhi. We as Tour Operator/Travel Agents acknowledge and accepts that this is an irrevocable Indemnityand binding on all the agents, representatives, successor/s and assign/s of the Tour Operator/Travel Agents.

# For XXXXXXXXXXXXXXX (*“*Tour Operator/Travel Agents*”*)

Authorized Signatories.