

## RESOLUTION

IT WAS RESOLVED that:

### Appointment of University's Bankers

1. it was to the advantage, benefit and in the best interests of the University as well as being conducive to the attainment of its objects that the University appoints the Bank as its bankers for the Liaison Office, enters into the Agreement, accepts services or facilities from the Bank and enters into transactions with the Bank, provided that the University receives approval from the Reserve Bank of India to open the Liaison Office;
2. the Bank be appointed the University's bankers for the Liaison Office, the University accepts services or facilities from the Bank and enters into transactions with the Bank, and that the Bank be and is hereby authorised to pay cheques, bills of exchange, promissory notes or other orders for payment drawn, signed and accepted or made on behalf of the University or accept other instructions, whether in writing, electronically or by any other agreed means, in relation to any of the University's accounts with the Bank, even if this causes an overdraft or increases an existing overdraft, and to provide such other services as may be agreed from time to time between the University and the Bank;
3. the Comptroller is authorized to enter into the Agreement on behalf of the Board;

### Appointment of University's Authorised Representatives

4. any TWO of the following persons:
  - (j) the Comptroller of the University,
  - (ii) the University Director of Cash Management,
  - (iii) the University Assistant Director of Cash Management,
  - (iv) the Director of Operations, Office of Public Engagement

(each an "Authorised Representative")

be authorised on behalf of the University

- (a) to do any and/or all of the following from time to time:
  - to open and close any account(s) of whatever type(s) and currency(ies) with any branch(es) and/or subsidiary(ies) of Deutsche Bank AG in India.
  - to generally act for and on behalf of the University (including to give any oral /written instruction or confirmation whatsoever to the Bank);
  - to authorise, execute, do, accept or agree to any agreement, deed, instruction, confirmation, mandate, indemnity or any other document or instrument whatsoever (and all renewals or amendments thereto) as the Bank may require in relation to any services, facilities, transactions, systems or accommodation whatsoever including, without limitation, to agree on the scope and terms of services required from time to time, any means of giving instructions to the Bank or the appointment of any persons authorised to give instructions on behalf of the University (whether acting for itself or as an agent for any other party), without the need for any of the aforesaid to be produced to the meeting and approved by the Board;

- to appoint from time to time (via whatever means acceptable to the Bank) any person or persons who shall have the same authority as granted to the Authorised Representatives hereunder. Each such person appointed shall be an Authorised Representative, and the Bank shall be entitled to rely and act on such appointment; and
- (b) to execute the Agreement, either in the form produced or in the form amended in such manner as may be approved (such execution to be conclusive proof of approval) and to execute or agree to any other document or instrument whatsoever which they may consider necessary or desirable to facilitate the entering into or carrying out of the appointments and transactions envisaged by the Agreement, including, in relation to the appointments, agreeing the scope and terms of services required from time to time and any means of giving instructions to the Bank or the appointment of any persons authorised to give instructions on behalf of the University (whether acting for itself or as an agent for any other party).

### **Specimen Signatures**

5. the Bank may rely on and treat as genuine any purported specimen signature of an Authorised Representative or any authorised signatory of the University as contained in any signature list that the Bank may receive from time to time from any Authorised Representative or director of the University;

### **Certification**

6. any Resolutions (including any of these) purporting to be certified as correct by the Secretary of the University will be conclusive evidence of the passing of such Resolutions;

### **Continuity**

7. the Bank be fully entitled to rely on these Resolutions (and to continue to rely, regardless of whether these Resolutions have been amended or revoked in the meantime), until the Bank has received and accepted to be in order written notice of any amendment or revocation. The Bank may at its discretion accept an amendment or revocation via a letter or other written form or insist on a board resolution to evidence such amendment or revocation.