



SERVICE CONTRACT LIABILITY POLICY

UIN No: IRDAN108P0001V02201314

POLICY WORDINGS

Tata AIG General Insurance Co. Ltd.

Registered Office:

Peninsula Business Park, Tower A, 15th Floor,

G.K. Marg, Lower Parel, Mumbai – 400013

24X7 Toll Free No: 1800 266 7780 Fax: 022 6693 8170

Email: customersupport@tataaig.com Website: www.tataaig.com

IRDA of India Registration No: 108 CIN:U85110MH2000PLC128425

In consideration of premium paid by the Company in respect of each **Service Contract** sold/offered to the customers during the policy period and relying upon information contained in the **Service Contract Certificate**, and subject to all **Policy** terms, conditions, exceptions and limitations contained herein or endorsed upon in future, **TATA AIG General Insurance Ltd.**, hereinafter known as **TATA AIG**, hereby agrees to reimburse the cost of repairs of the **Product** and food spoilage loss that results from a covered breakdown of a refrigerator, freezer or equipment of similar nature during the service contract period as mentioned in the **Service Contract Certificate**.

1. DEFINITIONS

As used in this **Policy**, the following terms shall have the respective meanings set forth below:-

Policy - means this Service Contract Liability Insurance Policy which **You**, have purchased from **Us**, to indemnify against claims made on **Products** purchased by **Consumers** under any **Service Contract** sold/offered by **You** to **Customers**.

Domestic Electrical / Electronic Products – Includes **Products** such as Colour Televisions, Washing Machines, Refrigerators, Music Systems, Air Conditioners, Microwave Ovens or any other **Products** that may be included from time to time.

Product / Products – means the **Domestic Electrical / Electronic Products** which is/are described in the policy schedule annexed herewith. The **Products**, excluding computing products for small office / home office use, should be for domestic & personal use only and not be used for commercial, rental or profit generation purposes.

Service Contract – means the Service Contract sold/offered by **Company** to its **Customer**, subject to the terms and conditions set out in the Company **Service Contract Certificate**.

Service Contract Certificate - means the serially numbered document as attached hereto as Appendix A or any other document which is the proof of the **Service Contract** sold/offered to **Your Customer** on their **Product** along with terms and conditions of the **Service Contract**.

Service Contract Certificate Period – means the **Service Contract Certificate** period one or more years.

Official Channels – Manufacturer, Manufacturer's subsidiary company, Authorized Dealer / Distributor appointed by the Manufacturer or its subsidiary located within India and independent Extended Warranty service providers.

Normal Operating Condition – Ability of the **Product** to perform its specified function subject to the acceptable level of change in performance due to ageing or climatic conditions. The acceptable level of change for this purpose will be as per the respective manufacturers' specifications.

Normal Use – Use of the **Product** in accordance with the manufacturers guidelines for **Product** usage including but not limited to regular maintenance & upkeep of the **Product**, usage of specified protection devices such as voltage stabilizer.

Breakdown – means the mechanical and/or electrical defects and/or failure of a **Product** that cause it to not function in its intended manner

Covered Breakdown–Breakdown covered by the **Manufacturer's Warranty / Guarantee** during the **Manufacturer's Warranty / Guarantee** period. The **Covered Breakdown** will vary for each **Product** in accordance with the **Manufacturer's Warranty / Guarantee** for the said **Product**.

Carry - in basis – The **Product** has to be carried / transported to the designated repair centre by **customer** at their cost

In home basis –The repair technician will visit the premises where the **Product** has been installed to provide the repair service.

Call out charges – Charge payable to arrange for the repair technician to visit the premises where the **Product** has been installed.

Manufacturer's Warranty / Guarantee – The original warranty / guarantee given by the respective Manufacturer in respect of a **Product**.

Manufacturer's Warranty / Guarantee Period –The uninterrupted period of the **Manufacturer's Warranty / Guarantee** cover as stated on the original official **Manufacturer's Warranty / Guarantee** certificate or publication.

Commercial usage – means usage for the direct purpose of generating profit.

Customer –means any customer of **Company** who has purchased products from any one or more of **Company** outlets.

We, Us, Our, TATA AIG –means **TATAAIG General Insurance Company Ltd.**

You, Your, Company– means the policyholder, **Company**

2. POLICY PERIOD

This **Policy** begins at 00:01 hrs. on _____ and will expire at 24:00 hrs. on _____.

3. TERRITORIAL LIMITS

This **Policy** applies only to **Products** which are purchased and repaired within India.

4. COVERAGE

Coverage provided under this **Policy** is in respect of the liability carried by **Company** pertaining to all its **Service Contract** sold/offered to their customers within the **Policy Period**. The **Service Contract** liability carried by **Company** starts at the end of the **Manufacturer's Warranty** period of the **Products** for which a **Service Contract** has been purchased and continues for one or more years, unless any **Service Contract** is earlier terminated pursuant to the terms of the **Service Contract Certificate**. The coverage is for electrical and mechanical breakdown to the extent provided by manufacturer's written warranty.

Food spoilage loss that results from a covered breakdown of a refrigerator, freezer, or equipments of similar nature up to the specified amount stated in the schedule during the service contract certificate period is also covered.

This Service Contract may only be purchased within a specified period of purchase of a covered **Product**, as mentioned in the schedule and is only valid if:

- 1) The **Product** is manufactured in India or is legally imported in India & sold through **Official Channels** supported by an invoice & **Manufacturer's Warranty / Guarantee**.
- 2) The Product is purchased new and is supported by **Manufacturer's Warranty / Guarantee** of duration specified in the schedule.
- 3) The Product, excluding computing products for small office / home office use, is for domestic and personal use only. Cover is not valid on **Products** intended for commercial, rental or profit generation purpose
- 4) Manufacturer's Warranty / Guarantee remains valid throughout its validity period.

5. NOTIFICATION OF CLAIM:

If an event occurs that may give rise to a claim under this **Policy**, or there are circumstances that are likely to give rise to a claim, customers must inform **Us** immediately, and, in any case by way of written intimation (against a receipt from **Us**) or by registered post not later than 7 days from the occurrence of the loss or the event giving rise to the claim.

Customer must provide **Us** with all relevant information, documentation and also any other assistance that **We** may reasonably require to enable **Us** or independent surveyors or **Our** representatives to investigate any claim and/or to establish to **Our** reasonable satisfactions that a loss of the amount stated has occurred under this **Policy**.

6. BASIS OF CLAIM SETTLEMENT:

- 1) This insurance Policy covers the cost of Parts, Labour and **Call out charges** (where applicable) on non-portable **Products**. Coverage will be provided on a **Carry – in basis**, except for major non-portable items which will be repaired on an **In home basis**. **You/Customer** will be advised which coverage is provided when **You/Customer** report the failure/claim. Original supplied remote controls, If covered and shown in schedule, shall be covered on **Carry – in basis** only.
- 2) If a repair will cost more than the purchase price of a replacement, we have the right to replace the **Product** with a new equivalent model with similar specification, not to exceed the original purchase price you paid for the **Product**. **Company** shall provide **Product** to **TATA AIG** at its landed duty paid cost. Should a replacement model not to be available, customer will be given a monetary refund not exceeding the original purchase price of the insured **Product**. This decision is at our sole discretion. In the event of **Product** replacement or monetary refund the coverage under the **Service Contract Certificate** will prematurely terminate with no refund of fee & the original insured **Product** becomes our property.

7. LIMITS OF LIABILITY

- a) **Per Repair** – Our liability for any one repair shall in no event exceed the lower of either the original purchase price paid for the applicable **Product** or the retail price of the model of a similar specification and like functionality, at the time of said repair, whichever is lower.
- b) **Aggregate** – The total of all benefits paid or payable during the **Service Contract Certificate** period towards any particular **Product** holding a **Service Contract Certificate** covered under this **Policy** shall not exceed the lower of the original purchase price paid for the applicable **Product** or the retail price of the model of a similar specification and like functionality, whichever is lower.
- c) **Maximum Number of Repair Visits**:- Unlimited

8. SALVAGE

All salvage and recoveries resulting from claims on covered **Products** are the property of **TATA AIG**.

9. EXCLUSION:

- a) Costs implicitly or explicitly covered by any manufacturers, suppliers or repairers guarantee or warranty.
- b) Non-operating and cosmetic damage to the **Product**, such as damage to paintwork, **Product** finish, dents or scratches.
- c) Accessories used in or with the **Product** unless covered under a separate extended warranty service contract - (for example, computer software, modem, scanner, printer and charger).
- d) Replacement of any consumable item or accessory. These include, but are not limited to:- plugs, fuses, batteries, light bulbs, light covers, cables, filters, attachments, belts, toner, ribbons, drums, tapes or software, and add-on options incorporated in a **Product** for which the **Service Contract** was purchased.
- e) Normal wear and tear of items not integral to the functioning of the **Product**.
- f) Routine maintenance, cleaning, lubrication, adjustments or alignments, overhaul, modification and de-scaling.
- g) Damage caused by unauthorized repair, theft, burglary and accident including earthquake, storm and or hurricane, abuse, misuse, sand, dust, water, negligence, fire, flood, lightning, malicious damage, impact, corrosion, battery leakage, acts of god, animal or insect infestation or intrusion.

- h) Damage resulting from power outage, power surges or dips, fluctuating voltage, inadequate or improper voltage or current.
- i) Cost of removal or re-installation of the **Product**.
- j) Reception or transmission problems resulting from external causes.
- k) Problems or defects not covered under the original **Manufacturers Warranty/ Guarantee**.
- l) Batteries, internal or external to the **Product**.
- m) Breakdowns caused by computer virus or realignments to **Products**.
- n) Recalls or modifications to the **Product**.
- o) Failure to follow the manufacturer's instructions.
- p) Costs arising from incorrect installation, modification or maintenance.
- q) Costs if no fault is found with the **Product**.
- r) Costs arising from being unable to use the **Product** or from damage which results from the Breakdown of the **Product**.
- s) Commercial usage except product used in rental property, as identified in the **Service Contract Certificate**.
- t) Damage/failure caused before or during **Product** delivery.
- u) Use of batteries, charger and / or accessories not approved by the manufacturer, incorrect electrical leads or connection.
- v) The cost of repairing, restoring or reconfiguring computer software.
- w) We are not responsible for any consequential or incidental damages arising from the use or loss of use of the **Product**. **Your** & the Customers statutory rights are unaffected.

10. RIGHT TO ADJUST RATES

TATA AIG retains the right to unilaterally adjust premium rates hereunder:- (i) on an annual basis on each anniversary of this Agreement; (ii) If, the loss ratio (i.e.- incurred claims over earned premium) exceeds 60%'or (iii) if parts and labour costs change under certain unforeseen circumstances, including, but not limited to, currency devaluation, tariff, taxation, etc. In the event of an adjustment pursuant to clause (i) or (ii), **TATA AIG** shall provide **Company** with 60 days prior notice.

11. OUR RIGHT TO RECOVER PAYMENT (SUBROGATION)

If **We** pay any claims towards **Service Contract Certificate** covered under this **Policy** and **You/Your** customer have a right to recover against another party for all or part of such claims (whether as a result of manufacturing defect, product recall, manufacturer's service campaign, or otherwise), **You/Your** customer's right shall become **Our** rights. **You** shall do whatever is necessary at **Our** cost and expense to enable **Us** to enforce these rights. If **We** have made a full or partial claim payment hereunder and **You/Your** customer recover any amount relating to such loss, **You/Your** customer will reimburse us the lesser of the amount recovered or the amount **We** incurred. If customer has a right of recovery against you then such claim will not fall under the purview of the policy.

12. REPRESENTATIONS

By acceptance of this **Policy**, **You** confirm that all statements made and data supplied by **You** in connection with the underwriting of this **Policy** are true and correct and that **You** understand that this **Policy** is issued in reliance upon the truth and accuracy of those statements and data. In the event of any fraudulent misrepresentation by **You**, **We** shall be entitled to immediately terminate the **Policy** upon notice to **You** and to avail itself of all available legal and equitable remedies.

13. SERVICE CONTRACT CERTIFICATE CANCELLATION:

Customer may cancel this contract within specified days of purchase of service contract as stated in the schedule and **You**

will return the fees without any deduction. After expiry of specified days as stated in the schedule, no cancellation will be permitted.

You may cancel the contract at any time by giving the customer 15 days notice in writing to customers last known address. Customer will be eligible for a pro-rata refund of the fee paid for the unexpired period of **Service Contract**.

In the event of theft, fraud, sale or return of the **Product** to **You**, **You** will cancel this Service Contract with no refund.

14. TERMINATION WITH CAUSE

In the event of the commencement of bankruptcy or insolvency proceedings by either party, whether voluntary or involuntary, a filing for reorganization or relief by either party under bankruptcy law, a consent to the appointment of the receiver, liquidator or trustee for either party or its assets; a making of general assignment by either party for the benefit of its creditors or any other similar corporate action by either party, this policy shall automatically terminate without the need for action by either party.

In the event of material breach of this agreement by either party, which breach remains uncured within 30 days following notification in writing by the non breaching party, the non breaching party shall have the option to terminate this **Policy** on written notice to the breaching party, such termination to be effective upon receipt.

15. VOLUNTARY TERMINATION

Notwithstanding anything to the contrary contained herein, either **Company** or **TATA AIG** may terminate this policy by giving at least 30 days prior written notice.

16. EFFECT OF TERMINATION

Upon termination of this policy, **TATA AIG** shall cease to insure **Company** for liability under **Service Contract Certificate** sold/offered by **Company** after the termination date, but the provisions of this **Policy** shall continue to govern the respective rights and obligation of the parties hereto in relation to each outstanding **Service Contract Certificate** sold/offered by **Company** prior to the date of termination until such **Service Contract Certificate** terminates in accordance with its terms.

17. NOTICES

All notices and other communications provided for in this **Policy** shall be in writing and shall be deemed to have been duly given if (i) delivered personally, (ii) sent by prepaid courier, with a record of receipt, or (iii) mailed by registered or certified mail, return receipt requested, in each case to the President of the appropriate party at the respective address set forth above. Each notice or communication shall be deemed to be effective when given, unless otherwise specified herein.

18. CHANGES

No changes may be made in the terms of the **Service Contract Certificate** unless approved by **TATA AIG** in writing. No amendment, modification or waiver of any term or condition hereof or obligation hereunder shall be valid unless made in writing by **TATA AIG** and **Company**.

19. GOVERNING LAW

This **Policy** shall be governed by, and construed in accordance with, the laws of India applicable to agreements made and to be performed entirely therein.

20. SUBMISSION TO JURISDICTION

Each party hereto irrevocably agrees that any legal action or proceeding under, arising out of or in any matter relating to this **Policy** shall be brought before the Courts in India. Each party by its execution and delivery of this **Policy** expressly and irrevocably assents and submits to the personal jurisdiction of any of such company in any such action and proceeding. Each party further irrevocably consents to the service of any compliant, summons, notice or other process relating to any such action or proceeding by delivery thereof to it by hand or by mail. Each party hereby expressly and irrevocably waives any claim or defense in any

such action in either such court or proceeding based on any alleged lack of personal jurisdiction, improper venue or forum or non convenience or any other similar basis.

21. DISPUTE RESOLUTION

If any dispute or difference shall arise as to the quantum to be paid under this Policy (liability being otherwise admitted) such difference shall independently of all other questions be referred to the decision of a sole arbitrator to be appointed in writing by **You** and **Us** jointly. If there is no agreement upon a single arbitrator within 30 days of any party invoking arbitration, the same shall be referred to a panel of three arbitrators, comprising of two arbitrators, one to be appointed by each of the parties to the dispute/ difference and the third arbitrator to be appointed by such two arbitrators and arbitration shall be conducted under and in accordance with the provisions of the Arbitration and Conciliation Act, 1996.

Grievance Lodgement Stage

The Company is committed to extend the best possible services to its customers. However, if you are not satisfied with our services and wish to lodge a complaint, please feel free to contact us through below channels:

Call us 24X7 toll free helpline 1800 266 7780

Email us at customersupport@tataaig.com

Write to us at : Customer Support, Tata AIG General Insurance Company Limited

A-501 Building No. 4 IT Infinity Park, Dindoshi, Malad (E), Mumbai - 400097

Visit the Servicing Branch mentioned in the policy document

Nodal Officer

Please visit our website at www.tataaig.com to know the contact details of the Nodal Officer for your servicing branch.

After investigating the grievance internally and subsequent closure, we will send our response within a period of 10 days from the date of receipt of the complaint by the Company or its office in Mumbai. In case the resolution is likely to take longer time, we will inform you of the same through an interim reply.

Escalation Level 1

For lack of a response or if the resolution still does not meet your expectations, you can write to manager.customersupport@tataaig.com. After investigating the matter internally and subsequent closure, we will send our response within a period of 8 days from the date of receipt of your complaint.

Escalation Level 2

For lack of a response or if the resolution still does not meet your expectations, you can write to the Head-Customer Services at head.customerservices@tataaig.com. After examining the matter, we will send you our response within a period of 7 days from the date of receipt of your complaint. Within 30 days of lodging a complaint with us, if you do not get a satisfactory response from us and you wish to pursue other avenues for redressal of grievances, you may approach Insurance Ombudsman appointed by IRDA of India under the Insurance Ombudsman Scheme. Given below are details of the Insurance Ombudsman located at various centers.

INSURANCE OMBUDSMAN CENTRES

Office of the Ombudsman	Address and Contact Details	Jurisdiction of Office Union Territory, District
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WITH YOU ALWAYS

AHMEDABAD	Office of the Insurance Ombudsman, Jeevan Prakash Building, 6th Floor, Tilak Marg, Relief Road, Ahmedabad - 380 001. Tel.: 079 - 25501201/02/05/06 Email: bimalokpal.ahmedabad@ecoi.co.in	Gujarat, Dadra & Nagar Haveli, Daman and Diu.	DELHI	Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Building, Asaf Ali Road, New Delhi – 110 002. Tel.: 011-23239633/23237532 Fax: 011 - 23230858 Email: bimalokpal.delhi@ecoi.co.in	Delhi
BENGALURU	Office of the Insurance Ombudsman, Jeevan Soudha Building, PID No. 57-27-N-19, Ground Floor, 19/19, 24th Main Road, JP Nagar, Ist Phase, Bengaluru – 560 078. Tel.: 080-26652048/26652049 Email: bimalokpal.bengaluru@ecoi.co.in	Karnataka	GUWAHATI	Office of the Insurance Ombudsman, Jeevan Nivesh, 5th Floor, Nr. Panbazar Over Bridge, S.S. Road, Guwahati – 781001 (ASSAM). Tel.: 0361-2132204/2132205 Fax: 0361 - 2732937 Email: bimalokpal.guwahati@ecoi.co.in	Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura
BHOPAL	Office of the Insurance Ombudsman, Janak Vihar Complex, 2nd Floor, 6, Malviya Nagar, Opp. Airtel Office, Near New Market, Bhopal – 462 003. Tel.: 0755 - 2769201/ 2769202 Fax: 0755 - 2769203 Email: bimalokpal.bhopal@ecoi.co.in	Madhya Pradesh, Chattisgarh	HYDERABAD	Office of the Insurance Ombudsman, 6-2-46, 1st floor, “Moin Court” Lane, Opp. Saleem Function Palace, A. C. Guards, Lakdi-Ka-Pool, Hyderabad - 500 004. Tel.: 040-65504123/23312122 Fax: 040 - 23376599 Email: bimalokpal.hyderabad@ecoi.co.in	Andhra Pradesh, Telangana, Yanam and part of Territory of Pondicherry.
BHUBANESHWAR	Office of the Insurance Ombudsman, 62, Forest Park, Bhubaneswar - 751 009. Tel.: 0674 - 2596461/ 2596455 Fax: 0674 - 2596429 Email: bimalokpal.bhubaneswar@ecoi.co.in	Orissa	JAIPUR	Office of the Insurance Ombudsman, Jeevan Nidhi – II Bldg., Gr. Floor, Bhawani Singh Marg, Jaipur-302 005. Tel.: 0141 - 2740363 Email: Bimalokpal. jaipur@ecoi.co.in	Rajasthan
CHANDIGARH	Office of the Insurance Ombudsman, S.C.O. No. 101,102 & 103, 2nd Floor, Batra Building, Sector 17-D, Chandigarh - 160 017. Tel.: 0172 - 2706196/2706468 Fax: 0172 - 2708274 Email: bimalokpal.chandigarh@ecoi.co.in	Punjab, Haryana, Himachal Pradesh, Jammu & Kashmir, Chandigarh	ERNAKULAM	Office of the Insurance Ombudsman, 2nd Floor, Pulinat Bldg., Opp. Cochin Shipyard, M. G. Road, Ernakulam - 682 015. Tel.: 0484-2358759/2359338 Fax: 0484 - 2359336 Email: bimalokpal.ernakulam@ecoi.co.in	Kerala, Lakshadweep, Mahe- a part of Pondicherry
CHENNAI	Office of the Insurance Ombudsman, Fatima Akhtar Court, 4th Floor, 453, Anna Salai, Teynampet CHENNAI - 600 018. Tel.: 044-24333668/24335284 Fax: 044 - 24333664 Email: bimalokpal.chennai@ecoi.co.in	Tamil Nadu, Pondicherry Town and Karaikal (which, are part of Pondicherry).	KOLKATA	Office of the Insurance Ombudsman, Hindustan Bldg. Annexe, 4th Floor, 4, C.R. Avenue, KOLKATA-700 072. Tel.: 033-22124339/22124340 Fax : 033 - 22124341 Email: bimalokpal.kolkata@ecoi.co.in	West Bengal, Sikkim, Andaman & Nicobar Islands

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WITH YOU ALWAYS

LUCKNOW	Office of the Insurance Ombudsman, 6th Floor, Jeevan Bhawan, Phase-II, Nawal Kishore Road, Hazratganj, Lucknow - 226 001. Tel.: 0522-2231330/2231331 Fax: 0522 – 2231310 Email: bimalokpal.lucknow@ecoi.co.in	Districts of Uttar Pradesh : Laitpur, Jhansi, Mahoba, Hamirpur, Banda, Chitrakoot, Allahabad, Mirzapur, Sonbhadra, Fatehpur, Pratapgarh, Jaunpur, Varanasi, Gazipur, Jalaun, Kanpur, Lucknow, Unnao, Sitapur, Lakhimpur, Bahraich, Barabanki, Raebareli, Sravasti, Gonda, Faizabad, Amethi, Kaushambi, Balrampur, Basti, Ambedkarnagar, Sultanpur, Maharajgarh, Santkabirnagar, Azamgarh, Kushinagar, Gorkhpur, Deoria, Mau, Ghazipur, Chandauli, Ballia, Sidharathnagar		Email: bimalokpal.noida@ecoi.co.in	Etah, Kanooj, Mainpuri, Mathura, Meerut, Moradabad, Muzaffarnagar, Oraiyya, Pilibhit, Etawah, Farrukhabad, Firozbad, Gautambodhanagar, Ghaziabad, Hardoi, Shahjahanpur, Hapur, Shamli, Rampur, Kashganj, Sambhal, Amroha, Hathras, Kanshiramnagar, Saharanpur
			PATNA	Office of the Insurance Ombudsman, 1st Floor, Kalpana Arcade Building, Bazar Samiti Road, Bahadurpur, Patna 800 006. Tel.: 0612-2680952 Email: bimalokpal.patna@ecoi.co.in	Bihar, Jharkhand
			PUNE	Office of the Insurance Ombudsman, Jeevan Darshan Bldg., 3rd Flr, C.T.S. Nos. 195 to 198, N.C. Kelkar Road, Narayan Peth, Pune-411 030. Tel.: 020-41312555 Email: bimalokpal.pune@ecoi.co.in	Maharashtra, Area of Navi Mumbai and Thane excluding Mumbai Metropolitan Region
MUMBAI	Office of the Insurance Ombudsman, 3rd Floor, Jeevan Seva Annexe, S. V. Road, Santacruz (W), Mumbai - 400 054. Tel.: 022-26106552/26106960 Fax: 022 - 26106052 Email: bimalokpal.mumbai@ecoi.co.in	Goa, Mumbai Metropolitan Region excluding Navi Mumbai & Thane	Grievance Redressal Procedure: As per Regulation 17 of IRDA of India (Protection of Policy holders Interests) Regulation. 2017.		
NOIDA	Office of the Insurance Ombudsman, Bhagwan Sahai Palace, 4th Floor, Main Road, Bagpat, Bareilly, Bijnor, Naya Bans, Sector 15, Distt: Gautam Buddh Nagar, U.P-201301. Tel.: 0120-2514250/2514252/2514253	State of Uttaranchal and the following Districts of Uttar Pradesh: Agra, Aligarh, Budaun, Bulandshehar,			