

Undertaking cum indemnity-in respect of facsimile instruction for operation of Client Account & Depository Account (Others)

TO, **GLOBE CAPITAL MARKET LIMITED** 804, Ansal Bhawan, 16 K. G. Marg, Connaught Place, New Delhi-110001

I/We, _____
residing at _____

execute this UNDERTAKING CUM-INDEMNITY in favour of Globe Capital Market Limited a company incorporated and registered under the Companies Act, 1956 and having its Registered Office at 804, Ansal Bhawan, 16 K. G. Marg, Connaught Place, New Delhi-110001 hereinafter' called 'the company' (which expression shall unless it be repugnant to the context or meaning thereof mean and include its successors in title) at _____ on _____ day of _____ as follows:

WHEREAS I / We maintain a Depository Account(s) ("the Said Accounts") with Globe at 804, Ansal Bhawan, 16 K. G. Marg, Connaught Place, New Delhi-110001 and as per the instructions for operation of the Said Account, the same is allowed to be operated by the persons authorised, (thereinafter referred to as "Authorised Persons").

AND WHEREAS in the day to day business, I / We am / are required to give urgent instructions to the company for operation of any of the Said Accounts :

WHEREAS the Company has agreed to accept Fax Submission signed by the Authorised Persons to operate the Said Accounts under their signatures in a similar way and manner as provided in the said operating instructions/ account opening form and subject to the indemnity herein offered by me / us to the company and the terms and conditions herein mentioned.

AND IN CONSIDERATION OF THE ABOVE, I/We hereby irrevocably agree, confirm and undertake with the company and these presents witnesseth as follows :

1. I / We shall transmit the Fax Instructions only to the fax number informed/provided to us by the company and use this number for such Fax Submission only and not for any other transmission/purpose.
2. The Fax submission shall be signed by the Authorised Persons mentioned in the List of Authorised person submitted by me / us and the account opening form on behalf of me / us and their signatures shall be in the same manner and way as has been informed to the company by me / us and the company is hereby requested and authorised, but is not obliged to rely upon and act, in accordance with such Fax Submission which is signed; or believed by the company to have been given, by the Authorised Persons.
3. The company is requested by me/us and shall be entitled to treat any Fax Submission be obliged or issued and fully authorised and binding upon me / us and further be entitled (but not bound) to take any step relying the same and to act upon the same, believing the Fax Submission, in good faith as appropriate, regardless, of the amount of money involved and notwithstanding any error in transmission or reception of such Fax Submission or any misunderstanding or ambiguity or lack of clarity in the terms of such Fax Submission.
4. I / We shall upon making any Telefax Submission hereunder, deliver to the company without any delay within two business days, the original hard copy of the Fax Submission (the Hardcopy) signed by the Authorised Persons as aforesaid. Each Hardcopy shall be accompanied by a note or a cover slip which shall state that :
This is a Hardcopy of the Fax Submission to you from _____
_____ transmitted on _____ day of _____ at approximately _____ a.m./p.m. Provided however, that the company may, but shall not be obliged to, await receipt of the Hardcopy prior to taking any action in connection with the Fax Submission and shall not be obliged to follow-up with me / us for the originals. Further the storage of a photocopy of the fax transmission sent by me / us shall be the conclusive evidence of Instructions to the company for having acted on such Instructions and I / We hereby agree and acknowledge the same.
5. The company shall not be required to confirm (whether orally, in writing or otherwise) any fax submission or verify the identity of the Authorised Persons or his/her/their signature/s making or giving the fax submission or purporting to do so.
6. The company shall be under no duty to set and/or adopt any procedure for the purpose of such confirmation or verification and if at all there is any, the company shall not be obliged to adopt or comply with the same in any or every instance.
7. The company shall not be liable for any losses or damages which I / We may suffer as a consequence of the company acting in accordance with or in reliance upon, any Fax submission or otherwise pursuant to the authority conferred herein, upon the company.
8. I/We shall indemnify the company and keep the company indemnified and save harmless, at all time against any and all claims, losses, damages, costs, liabilities and expenses incurred, suffered or paid by the company or required to be incurred, suffered or paid by the company and also against all demands, actions, suits proceedings made, filed instituted against the company. In connection with or arising out of or relation to :-
I. The company acting pursuant to, in accordance with or relying upon, any Fax Submission or otherwise pursuant to the request and authority conferred herein and or;
II. The company acting pursuant to, in accordance with or relying upon, any Fax Submission received by the company which it believes in good faith to be such a Fax Submission and / or
III. If any unauthorised or fraudulent Fax Submission to the Company.
PROVIDED that this indemnity shall not be available to the company, if the liabilities for which the company is seeking indemnity hereunder, arise from its own negligence or wilful default.

9. The company shall not be under any obligation at any time of maintain any facility for the receipt of any Fax Submission or to ensure the continued operations or availability of any such facsimile facilities or equipment.

10. I / We acknowledge and confirm that I / We am / are aware of the nature of telecommunications services that the Fax transmissions may not be received properly and may be read by or be known to any unauthorised persons. I / We agree to assume and bear all the risks involved in respect of such errors and misunderstanding and the company shall not be responsible in any manner for the same or breach of confidentiality there to and shall also not be liable for any claims, loss, damage, cost or expense and liability arising therefrom.

11. This indemnity is without prejudice to the company other rights, privileges, powers and remedies in law and the company may delay enforcing its rights without at any time losing them and any waiver of a right by the company hereunder or available to it by law, shall not be deemed to be a waiver of any other rights or of the same right at another time.

12. The company may stop / terminate this facility given to me / us by giving ten day prior written notice to me / us. However, an such termination shall not affect anything done or any rights or liabilities accrued or incurred prior to the termination and all the above indemnities given by me / us to the company hereunder shall survive any such termination.

I / We specifically agree in confirm 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 Delhi in India.

dated _____ this _____ day of _____

Given by

Signature ✓

Name

Witnessed

Signature ✓

Name

Address