

# COMTRACK

Application No. \_\_\_\_\_

To be filled by Branch / RM / Client

Whom to contact in case of any Discrepancy in AOF :	Payment Details :
Contact Person Name :	Cheque No.:
Contact No. :	Cheque Date :
Group Code :	Cheque Amount :
Scheme Code :	Bank Details :

# GLOBE

money *must* grow

## GLOBE CAPITAL MARKET LTD.

804, Ansal Bhawan, 16 K.G. Marg, Connaught Place, New Delhi-110001

Phones : 43666400 (30 Lines), Fax : 91-11-23720880, 23712630

Website : [www.globecapital.com](http://www.globecapital.com)

E-mail : [globedp@globecapital.com](mailto:globedp@globecapital.com)

### APPLICATION FORM FOR OPENING A COMTRACK ACCOUNT

NON-INDIVIDUAL

Internal Ref. No. \_\_\_\_\_ CMSE ID \_\_\_\_\_

Holder's Name \_\_\_\_\_

## FORMALITIES FOR NON-INDIVIDUAL ACCOUNTS

1. Account Opening/KYC Form duly signed and stamped.
2. Board Resolution in desired format.
3. Certified True copy of Memorandum & Article of Association.
4. Latest List of Directors
5. Personal Identification proof and Add proof of all the authorized signatories, Directors, Promoters (either directly or indirectly)
6. One photograph of each signatory.
7. Banker Verification / Introduction by existing A/c holder
8. Form 32 & Form 18 with ROC Receipt / Challan.
9. Duly signed Address Proof of Registered & Correspondence address.
10. Copy of Pan Card.
11. Authorized signatories list with specimen signatures.
12. Copy of latest share holding pattern.
13. Duly signed ECS Form along with copy of cancelled cheque.
14. Payment by Cheque/cash.

## FOR OFFICE USE ONLY

	Document verified with Originals
Name of the Employee	
Employee Code	
Designation of the Employee	
Date	
Signature	

I / We undertake that we have made the client aware of tariff sheet and all the voluntary/non-mandatory documents. I/We have also made the client aware of 'Rights and Obligations' document (s), RDD, 'Do's and Dont's' and Guidance Note. I/We have given/sent him a copy of all the KYC documents. I/We undertake that any change in the tariff sheet and all the voluntary/non-mandatory documents would be duly intimated to the clients. I/We also undertake that any change in the 'Rights and Obligations' and RDD would be made available on my/our website, if any, for the information of the clients.

Date \_\_\_\_\_

For **GLOBE CAPITAL MARKET LTD.**

\_\_\_\_\_  
Signature of the Authorised Signatory

Seal / Stamp of the Member



**JOINT HOLDERS - THIRD HOLDER'S DETAILS**

Title Mr.  Mrs.  M/s.

First Name																
Middle Name																
Last Name																
Father/Husband Name																
Permanent Address																
City						State				PIN	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Tel. No.						Fax No.										
PAN	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Mobile																
E-mail																
Type of Account	(eg. Bank, CM, Clearing House etc.)															




**BANK ACCOUNT DETAILS**

Bank Name	Branch Address	Bank Account No.	Account Type Saving/Current/Others	MICR Number	IFSC Code

**Account Statement Requirement** Fortnightly  Monthly  Quarterly

Name of the Exchange	
Name of the CC / CH	
Trading ID	
Clearing Member ID	

I/We have read the CP-BO agreement (CP-CM agreement for Clearing Member Accounts) including the schedules hereto and the terms & conditions and agree to abide by and be bound by the same and by the Bye Laws, Rules and Regulations of NCDEX as are in force from time to time. I / We declare that the particulars given by me/us above are true and to the best of my/our knowledge as on the date of making this application. I/We further agree that any false / misleading information given by me / us or suppression of any material information will render my account liable for termination and suitable action.

	First / Sole Authorized Signatory	Second Authorized Signatory	Third Authorized Signatory
Name			
Designation			
Signature	(1) 		
	Please affix recent passport size photograph	Please affix recent passport size photograph	Please affix recent passport size photograph

**KNOW YOUR CLIENT (KYC) APPLICATION FORM FOR NON-INDIVIDUALS**

# GLOBE CAPITAL MARKET LIMITED

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 Website : www.globecapital.com  
 E-mail : globedp@globecapital.com

PHOTOGRAPH  
 Please affix you recent  
 passport size photograph  
 and sign across it

Please fill this form in **ENGLISH** and in **BLOCK** letters.

## A. IDENTITY DETAILS

Name of the Applicant											
Date of Incorporation											
Date of Commencement of Business											
Place of Incorporation											
PAN											
Registration No. (e.g. CIN)											
Any other additional proof of identity											

**Status** (Please tick any one)

Private Limited Co.       Body Corporate       Partnership       Public Ltd. Co.   
 Trust       LLP       HUF       Others (Pl. Specify)  \_\_\_\_\_

(In case of foreign entity or entity with foreign shareholders, self certified copy of statutory approval obtained must be attached)

## B. ADDRESS DETAILS

**(Proof of address must be different from the proof of identity submitted)**

Address for Correspondence																
									City/district/village							
State					Country					PIN						
<b>Contact Details</b>																
Tel. (Off.)					Tel. (Res.)											
Mobile					Fax No.											
E-mail																
Specify the proof of address submitted for correspondence address																

Registered Address (if different from above)																
									City/district/village							
	State					Country					PIN					
<b>Contact Details</b>																
Tel. (Off.)					Tel. (Res.)											
Mobile					Fax No.											
E-mail																
Specify the proof of address submitted for correspondence address																

**C. OTHER DETAILS**

Gross Annual Income Details (Please Specify)

Income Range per annum

Below Rs. 1 Lac                       1-5 Lac                       5-10 Lac   
 10-25 Lac                       25 Lacs - 1 Crore                       > 1 crore

Net-worth		as on date							
-----------	--	------------	--	--	--	--	--	--	--

(Net Worth should not be older than 1 year)

**Name, PAN, residential address and photographs of Promoters/Partnes/Karta/Trustees and whole time directors**

If you have a landline connection, kindly provide the same	
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**DIN / DPIN / UID of Promoters/Partners/LLP Partners and whole time directors :**

Please tick, as applicable

Politically Exposed Person (PEP)                       Related to Politically Exposed Person (PEP)   
 Not a Politically Exposed Person (PEP)                       Not Related to Politically Exposed Person (PEP)

**D. BANK ACCOUNT(S) DETAILS**

Bank Name	Branch Address	Bank Account No.	Account Type Saving/Current/Others	MICR Number	IFSC Code

Note : Provide a copy of cancelled cheque leaf / pass book / bank statement specifying name of the client, MICR Code or/and IFSC Code of the bank.

**E. DEPOSITORY ACCOUNT(S) DETAILS, if available.**

Depository Participant Name	Depository Name (NSDL / CDSL)	Beneficiary Name	DP ID	Beneficiary Id (BO ID)

Note : Provide a copy of either Demat Master of a recent holding statement issued by DP bearing name of the client.

**F. TRADING PREFERENCES**

\*Please sign in the relevant boxes with which Exchange you wish to trade. The Exchange not chosen should be struck off by the client.

Sr. No.	Name of the National Commodity Exchanges	Date of consent for trading on concerned Exchange	Signature of the Client
1.			
2.			
3.			
4.			
5.			
6.			

[In case of allowing a client for trading on any other Exchange at the later date, which is not selected now, a separate consent letter is required to be obtained by the Member from client and to be kept as enclosure with this document]

**G. INVESTMENT / TRADING EXPERIENCE**

No Prior Experience     \_\_\_\_\_ Years in Commodities     \_\_\_\_\_ Years in other investment related fields

**H. SALES TAX REGISTRATION DETAILS (As applicable, State wise)**

Local Sales Tax State Registration No.		Validity Date												
Name of the State														
Central Sales Tax Registration No.		Validity Date												
Other Sales Tax State Regn. No.		Validity Date												
Name of the State														

**I. VAT DETAILS (As applicable, State wise)**

Local VAT Registration No.		Validity Date												
Name of the State														
Other VAT Registration No.		Validity Date												
Name of the State														

**J. PAST REGULATORY ACTIONS**

**Details of any action/proceedings initiated/pending/taken by FMC / SEBI / Stock Exchange / Commodity Exchange / Any other authority against the client during the last 3 years :**

\_\_\_\_\_

\_\_\_\_\_

**K. DEALING THROUGH OTHER MEMBERS**

If client a dealing through any other Member, provide the following details (in case dealing with multiple Members, provide details of all in a separate sheet containing all the information as mentioned below) :

Member's/Authorised Persons Name															
Exchange															
Exchange's Registration No.															
Concerned Member's Name with whom the AP is registered															
Registered Office Address															
											PIN				
Phone						Fax									
E-mail															
Website															
Client Code															
Details of disputes / dues pending from/to such Member / AP:															





## AGREEMENT BETWEEN THE COMTRACK PARTICIPANT AND THE PERSON SEEKING TO OPEN AN ACCOUNT WITH THE COMTRACK PARTICIPANT

This agreement made and entered and executed at \_\_\_\_\_ on this day of \_\_\_\_\_ between \_\_\_\_\_, a \_\_\_\_\_/firm/ company registered under the \_\_\_\_\_ and having its office/registered office at \_\_\_\_\_ (hereinafter called 'the Client') and \_\_\_\_\_, a company registered under the Companies Act, 1956 and having its registered office at \_\_\_\_\_ (hereinafter called 'the Comtrack Participant'). The Client and the Comtrack Participant hereinafter individually termed as party and jointly as parties. The expressions the Client and the Comtrack Participant include their respective successors.

Witnesseth

WHEREAS the Comtrack Participant is authorized by the Comtrack Service Provider (Exchange) to open and maintain Comtrack accounts of participants /Clients, for the purpose of holding electronic credits of underlying commodities and dealing therein including transfers thereof in the manner prescribed.

WHEREAS the Client is desirous of opening an account with the Comtrack Participant and has furnished to the Comtrack Participant the duly filled in application form requesting therein to open an account (hereinafter referred to as 'the Comtrack Account') with the Comtrack Participant to maintain its commodity holdings corresponding to the quantity of commodity stored/accumulated by the Client in the accredited warehouses, in electronic form.




NOW THEREFORE in consideration of the Comtrack Participant having agreed to open a Comtrack account for the Client, both the parties to the agreement hereby covenant and agree as follows :

1. For the purposes of this agreement and the performance thereof, the following terms shall have the meaning as detailed there against:  
"Accredited Warehouse" shall mean the warehouse or a place accredited by the Exchange where the Clients who intend to give delivery of goods pursuant to any transaction on the Exchange, may deposit or keep goods in the manner and as per process prescribed by the Exchange from time to time;  
"Comtrack" shall mean the electronic system owned and maintained by NCDEX or any entity appointed by NCDEX, on which the Comtrack Accounts of Clients are opened and maintained through Comtrack Participants;  
"Comtrack Account" shall mean the electronic account of a Client opened and maintained in Comtrack reflecting the record of ownership and transactions of transfers in respect of commodity deposited in the Approved/ accredited Warehouse and also showing the details of commodity, quantity, place of storage and validity certification and other details and parameters as may be prescribed or modified by the Comtrack Service Provider from time to time"  
"Comtrack Service Provider" shall mean NCDEX or such other entity authorized or appointed by NCDEX for operating and maintaining the Comtrack account;  
"Exchange" shall mean National Commodity & Derivatives Exchange Limited (NCDEX);  
"Final Expiry Date" shall mean the final date upto which the Validity Date of commodity can be extended.  
"Validity Date" shall mean the date assigned to the commodity by the approved assayer of the Accredited Warehouse at the time of acceptance of commodity for credit to the Comtrack account up to which a commodity is valid for delivery in settlement of transaction on the Exchange.
2. The Client agrees to pay such charges as set out in Schedule A hereto, to the Comtrack Participant for the purpose of opening and maintaining his account, for carrying out the instructions of the Client and for rendering such other services as may be agreed to from time to time between the Comtrack Participant and the Client in respect of his/its Comtrack Account. The Comtrack Participant reserves the right to revise the charges anytime by giving not less than thirty days notice in writing to the Client. In case the Client fails to make the payment of any of the amounts as aforesaid, within a period of thirty days from the date of demand or the immediate succeeding billing date whichever is earlier, the Comtrack Participant shall have the right to discontinue the services after giving two days notice to the Client, till such time the Client makes the payment along with interest, if any. The Client further agrees that in the event of the Client committing such default in payment, the Comtrack Participant will -charge interest at the rate of not more than 24% p.a. for the period of such default without prejudice to its right to suspend operations in the Comtrack Account or close the Comtrack Account of the Client.
3. Upon opening of the Comtrack Account as requested, the Client shall have the right to get the quantity of those of its commodities physically deposited by it with and received by the Accredited Warehouse, duly recorded and credited in electronic form (hereinafter referred to as 'electronic holding') in its Comtrack Account. Provided however that such credit in the electronic account shall be subject to acceptance of the commodities by the Accredited Warehouse for credit to the Comtrack Account in the manner and as may be specified by the Exchange, as valid deposit for storage and delivery. The Client further understands and agrees that the record of electronic holding of commodities held by him is for the purpose of transaction on the Exchange and that it shall be entitled to hold its commodities in electronic form only till the Final expiry date as assigned by the assayer approved for the purpose or such other date as may be specified by the Exchange or Comtrack Service Provider and that the Client shall not be entitled to issue of any warehouse receipt by the accredited warehouse except under circumstances and in the manner prescribed by the Exchange.
4. The Client understands and agrees that the electronic credit of commodity holdings in the Comtrack Account pursuant to deposit of the underlying physical commodity at the Warehouse concerned or as a consequence of transfer, is only a record of deposit and entitlement therefor and that the Comtrack Participant and the Exchange or Comtrack Service Provider are mere facilitators of such account keeping while the liability in respect of the actual commodity/ies stored in the Accredited Warehouse is that of the Warehouse Service Provider. The Client further understands and agrees that once electronic credit of commodities is transferred from its Comtrack Account, the Client is not entitled to receive or deal with the corresponding commodities and that the right to receive the commodities and deal therein shall then rest with the respective transferee/s of the electronic credit except in cases of frauds/erroneous transfers subject to being reported and rectified immediately after detection.
5. The Client is aware and agrees that the existence of electronic credit of the commodity holdings in its Comtrack Account does not imply that the actual commodity deposited by it in the Accredited Warehouse shall be available at all times as long as the commodity holdings in Comtrack account subsist. The Client understands that the electronic credit of its commodity holdings is subject to the validity period or extended validity period if any, as may be prescribed for the relevant commodity by the Exchange and understands that commodity cannot be traded on the Exchange after expiry of validity date unless revalidated on or before such validity date, or the Final Expiry Date, as the case may be and that holding of commodity in the Accredited Warehouse after expiry of such date/s shall be entirely and absolutely at the risks and consequences of the Client.
6. The Client undertakes that upon expiry of validity date unless the commodity/ies are revalidated on or before such validity date, or the Final Expiry Date, as the case may be, the Client shall take out the commodity from the Accredited Warehouse by complying with the process as prescribed by the Comtrack Service Provider. The Client understands that the Accredited Warehouse shall be entitled to issue physical warehouse receipt in respect of electronic holding of commodities after the expiry of validity date unless revalidated as aforesaid or the Final Expiry Date, as the case may be, by reducing or debiting the credit balance in the electronic holdings equivalent to such quantity of commodity and it shall be the responsibility of the Client to collect such physical warehouse receipt from the Accredited Warehouse.
7. The Client agrees that any transaction in respect of its electronic commodity holding shall subsist only till the period or date if any, stipulated by the Exchange upto which such commodity is deliverable on the Exchange. The Client further agrees that the Comtrack Service Provider or the Exchange or the Comtrack Participant shall be free to freeze or stop transactions pertaining to commodity holding belonging to the Client or in respect of its holdings in the Comtrack Account completely or partly as may be deemed appropriate by the Commodity Service Provider upon the coming to end of validity period unless revalidated on or before such validity period or upon the Final Expiry Date of a commodity or if for any reason or circumstances which in the opinion of Comtrack Service Provider, the freezing of Comtrack Account is warranted. Such opinion of the Comtrack Service Provider shall be final, conclusive and binding on the Client.
8. The Client also agrees and undertakes that it shall not hold the Comtrack Participant or the Exchange or the Comtrack Service Provider responsible and/or liable for any deterioration or deviation in quality or in quantity of the actual commodity deposited in the Accredited Warehouse and will not have any claim for the same from or against the Comtrack Participant or the Comtrack Service Provider or the Exchange.
9. The Comtrack Participant further undertakes that it shall not create or permit to subsist any mortgage, charge or other encumbrance over the commodity holdings of the Client except on the instructions of the Client.
10. The Comtrack Participant shall maintain a separate Comtrack Account for holding its own commodities in electronic form.
11. The Comtrack Participant undertakes that a transfer to and from the accounts of the Client shall be made only on the basis of an order, instruction, direction or mandate duly authorised by the Client in the manner prescribed and/or in accordance with and subject to the Rules, Bye-laws and Regulations, notifications or directives of the Exchange and that the Comtrack Participant shall maintain adequate audit trail of such transactions.

12. The Comtrack Participant agrees that the Client may give standing instructions with regard to commodity holdings in its Comtrack Account and the Comtrack Participant shall act according to such instructions subject however to the Rules, Byelaws and Regulations or Directives or Notices of the Exchange or processes prescribed by the Comtrack Service Provider.
13. The Comtrack Participant undertakes to provide a transaction statement including statement of accounts, if any, to the Client at such intervals as may be agreed between the Client and the Comtrack Participant.
14. The Comtrack Participant shall have the right to terminate this agreement, for any reasons whatsoever, provided the Comtrack Participant has given a notice in writing of not less than thirty days to the Client as well as to the Comtrack Service Provider. Similarly, the Client shall have the right to terminate this agreement and close his account held with the Comtrack Participant, provided no charges or dues are payable/remaining to be paid by him to the Comtrack Participant and no instructions of the Exchange if any, concerning its holding/s are pending for compliance and provided that any encumbrance if subsisting, has been fully satisfied and discharged. In the event of closure of its account, the Client shall specify whether the balances in its account should be transferred to any other account of the Client held with another Comtrack Participant or to withdraw the commodity holding balances held. Based on the instructions of the Client, the Comtrack Participant shall initiate the procedure for transferring such commodity holding balances or process for withdrawal of such balances as per the procedure laid down in the Bye Laws, Rules or Regulations and guidelines of the Exchange or process prescribed by the Comtrack Service Provider. Provided further, the termination of this agreement shall not affect the accrued rights, liabilities and obligations of either party and shall continue to bind the parties till their satisfactory completion.
15. The Client agrees to pay to the Comtrack Participant fees and charges on account of the commodity holdings, such as warehouse charges, assaying charges and such other charges as may be notified by the Exchange or Comtrack Service Provider at the rate and manner as may be prescribed subject however, that any such charges recoverable against any bill, if remain unpaid by the Client for a period of more than 15 days from the date of receipt of the bill, the Comtrack Participant shall be entitled to suspend all transactions in the Comtrack account of the Client till the time of recovery of charges with prescribed interest if any. The Client further authorizes Comtrack Participant to forward the charges so collected to the respective entity such as the Warehouse Service Provider, the Exchange, Comtrack Service Provider and any other entity involved in the process as the case may be, as per directives of the Exchange or the Comtrack Service Provider.
17. The Client further agrees that
  - i) in the event of closure of the account at its request or in circumstances as provided herein, it shall withdraw its commodity holdings for physical delivery or request transfer thereof from its Comtrack Account to any other Comtrack account;
  - ii) in the event of expiry of the validity period of the commodity if any, as per the assayers' certificate issued therefor, the Client shall withdraw the relevant commodity holdings for physical delivery unless a revalidation certification if permitted as per process prescribed by the Comtrack Service Provider has been obtained on or before the validity date in respect of such quantity of commodity which has reached the validity date; and
  - iii) at the expiry of validity date unless revalidated as provided herein or Final Expiry Date as the case may be, the Comtrack Participant shall be entitled to remove the Commodity holdings from the electronic form for physical delivery. Any continuation or otherwise of the deposit of commodities in the accredited warehouse after the expiry of Validity Date or the Final Expiry Date as the case may be, shall entirely be deemed to be a bilateral arrangement between the Client and the concerned Accredited Warehouse.
  - iv) In the event of:
    - a. expiry of validity date without any revalidation of the commodity on or before such date, or
    - b. the Final Expiry Date; or
    - b. upon closure of Comtrack Account for any reason whatsoever, it shall be the responsibility of the Client to collect the Physical Warehouse Receipt for such quantity of commodity or entire quantity of commodity as the case may be, from the concerned Accredited Warehouse by paying dues if any, to the Comtrack Participant, Warehouse Service Provider or the Comtrack Service Provider.
18. The Comtrack Participant shall have a right to provide any such information related to the Client's account/s as may be requested by the Exchange, Comtrack Service Provider or any other authority having jurisdiction, from time to time.
19. The Client may create a pledge of the commodity holdings held in the electronic form with the Comtrack Participant only in accordance with the procedure and conditions and/or restrictions laid down by the Comtrack Participant subject however to the provisions of/under the Bye Laws, Rules and Regulations of the Exchange or Comtrack Service Provider in this regard. Such noting of pledge shall be removed only after a receipt of 'No lien' or 'Release of pledge' letter or other such writing from the Pledgee, as recognized by the Comtrack Participant or prescribed by the Comtrack Service Provider.
20. The Client agrees that the Comtrack Participant may refuse to carry out any transaction in the event of any directive from the Exchange restricting such transaction including seeking freezing of the Client's account, or in accordance with any procedure laid down by the Exchange or Comtrack Service Provider warranting such freezing at a given time or on any event.
21. The Exchange/Comtrack Service Provider or the Comtrack participant shall not be liable to the Client in any manner towards losses, liabilities and expenses arising from the claims of third parties or on account of taxes and other governmental charges in respect of the commodity holdings of the Client.
22. The Client shall notify the Comtrack Participant within seven days from the date of any change in the details set out in the application form submitted to the Comtrack Participant at the time of opening the account or furnished to the Comtrack Participant from time to time.
23. The Client shall immediately within three days, inform the Comtrack participant about any change in its constitution involving change in control of management, and shall execute all such necessary documents as may be required by the Comtrack Participant in that regard.
24. The Comtrack Participant undertakes to resolve all legitimate grievances of the Client against the Comtrack Participant within a period of thirty days. In the event of non resolution of the grievance within the time specified as aforesaid, the parties agree to submit the same for resolution by arbitration as per the terms agreed herein.
25. The parties agree that any dispute, claim or difference between the Comtrack Participant and the Client if not resolved as aforesaid, arising out of or in relation to dealings, contracts and transactions in Comtrack Account or with reference to or anything incidental thereto or in pursuance thereof or relating to the interpretation, fulfillment or the rights, obligations and liabilities of the parties hereto or thereto shall be submitted for resolution by the process of arbitration in accordance with Byelaws and Regulations governing the arbitration process of the Exchange including amendments thereof from time to time and the parties agree to be bound by the arbitration awards so obtained.
26. All matters arising out of this agreement shall be governed by and construed in accordance with the Laws of India and all matters where the Exchange/Comtrack Service Provider is a party, shall be subject to the exclusive jurisdiction of Mumbai Courts.

IN WITNESS WHEREOF the Client and the Comtrack Participant has caused these presents to be executed as of the day and year first above written.

**Signed & Delivered by**

	First / Sole Authorized Signatory	Second Authorized Signatory	Third Authorized Signatory
Signature	(3) 		

For & on behalf of  
**GLOBE CAPITAL MARKET LIMITED**

Place : New Delhi

Date : \_\_\_\_\_

Witness : (For & on behalf of GLOBE CAPITAL MARKET LIMITED)

**Witness : (For & on behalf of the client)**

Signature : \_\_\_\_\_

Signature : \_\_\_\_\_

Name : \_\_\_\_\_

Name : \_\_\_\_\_

Address : 804, Ansal Bhawan, 16 K.G. Marg,  
Connaught Place, New Delhi-110001

Address : \_\_\_\_\_

**Undertaking cum Indemnity in respect of facsimile instruction for operation of COMtrack Participant**

*(On Rs. 100/- Stamp Paper)*

To,  
**Globe Capital Market Limited (COMtrack Participant - CP)**

Sr. No.	BO IDs	Names of holder(s)	
1.		First Holder	
		Second Holder	
		Third Holder	
2.		First Holder	
		Second Holder	
		Third Holder	
3.		First Holder	
		Second Holder	
		Third Holder	

I/We 1) \_\_\_\_\_, 2) \_\_\_\_\_ and 3) \_\_\_\_\_ 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 609, Ansal Bhawan, K G Marg, New Delhi - 110001 hereinafter called "the CP" (which expression shall unless it be repugnant to the context or meaning thereof mean and include its successors in title) as follows:

WHEREAS I/We maintain a Beneficial Owner Account ("the said Account"), with the CP at its 609, Ansal Bhawan, K G Marg, New Delhi - 110001 main offices, located at Delhi. As per the instructions for operation of the said Account, the same is allowed to be operated by the persons authorised, in that behalf (hereinafter referred to as "Authorised Person/s").

AND WHEREAS in the day to day business, I am / we are required to give urgent instructions to the CP for operation of the said Account:

WHEREAS the CP has agreed to accept, in lieu of the original instruction slip, a Fax Submission thereof signed by the Authorised Persons to operate the said Account under their signatures, and subject to the indemnity herein offered by me/us to the CP on the terms and conditions herein mentioned.

NOW IN CONSIDERATION OF THE ABOVE, I/We hereby irrevocably agree, confirm and undertake to the CP as follows:

- I/We shall transmit the Fax instructions only to the fax number informed/provided to us by the CP.
- The Fax Submission shall be signed by the Authorised Person/s mentioned in the List of Authorised signatories submitted by me/us in 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 CP by me/us and the CP is hereby requested and authorised, (but is not obliged to) rely upon and act, in accordance with such Fax Submission which is signed or bonafide believed by the CP to have been signed, by the Authorised Person/s.
- The CP is requested by me/us and shall be entitled to treat any Fax Submission as fully and duly authorised by and binding upon me/us and further be entitled (but not bound) to take any steps relying 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.
- I/We shall upon making any Tele fax Submission hereunder, deliver to the CP without any delay within two business days, the original hard copy of the Fax Submission (the Hardcopy) signed by the Authorised Person/s as aforesaid. Each Hardcopy shall be accompanied by a note or a cover slip which shall state that: "This is a Hardcopy of Fax Submission to you from \_\_\_\_\_ transmitted \_\_\_\_\_ day of \_\_\_\_\_. At approximately \_\_\_\_\_ a.m./p.m.
- Provided however, that the CP may, but shall not be obliged to, await receipt of the Hard copy 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 instruction to the CP for having acted on such instructions and I/We hereby agree and acknowledge the same".
- The CP shall not be required to confirm (whether orally, in writing or otherwise) any fax submission or verify the identity of the Authorised Person/s or his/her/their signature/s making or giving the fax submission or purporting to do so.
- The CP 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 CP shall not be obliged to strictly adopt or comply with the same in any or every instance.
- The CP shall not be liable for any losses or damages which I/we may suffer as a consequence of the CP acting in accordance with or in reliance upon, any Fax Submission or otherwise pursuant to the authority conferred herein, upon the CP.

I/We shall indemnify the CP and keep the CP indemnified and save harmless, at all times against any and all claims, losses, damages, costs liabilities and expenses incurred, suffered or paid or incurred by the CP or required to be incurred, suffered or paid by the CP and also against all demands, actions, suit proceedings made, filed instituted against the CP, in connection with or arising out of or in relation to or as a consequence of:

- The CP acting pursuant to, in accordance with or relying upon, any Fax Submission or otherwise pursuant to the request and authority conferred herein; and/or;
  - The CP acting pursuant of in accordance with or relying upon any Fax Submission received by the CP which it believes in good faith to be such a Fax Submission; and/or;
  - Any unauthorised or fraudulent Fax Submission to the CP. PROVIDED that this indemnity shall not be available to the CP, if the liabilities, for which the CP seeks indemnification hereunder, arises directly and completely from its own negligence or willful default.
- The CP shall not be under any obligation at any time to 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, and I/we shall not hold the CP liable for any loss consequent to non-availability of the said fax facility.
  - I/We acknowledge and confirm that I am/we are aware that by the very nature of telecommunications services, the Fax transmissions may not be received properly and may be clearly legible. I / We agree to assume and bear all the risks involved in respect of such errors and misunderstanding and the CP 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, damage, cost or expense and liability arising there from.
  - This indemnity is without prejudice to the CP's other rights, privileges, powers and remedies in law and the CP may delay enforcing its rights without at any time losing them and any waiver of a right by the CP 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.
  - The CP may stop/terminate this facility given to me / us by giving ten day prior written notice to me/us. However, any 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 CP hereunder shall survive any such termination.
  - The Provisions relating to arbitration contained in the agreement dated \_\_\_\_\_ executed by us in favour of the CP shall be applicable to any dispute or difference that may arise in respect of such fax transmission including all disputes with regard to the receipt of the fax Transmission by the CP.
  - I / We specifically agree and confirm that regardless of the place from which the fax transmission in question may have been transmitted to the CP 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 exclusive jurisdiction of the Courts of Mumbai (India) alone.

Given by \_\_\_\_\_

Dated : \_\_\_\_\_

Signature (4) 

Signature

Signature

Name

Name

Name

Witnesses

Witnesses

**CM TM TRADING CMSE ID MAP**




Comtrack Participant ID	<b>5</b>	<b>0</b>	<b>1</b>	<b>6</b>	Client ID							
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**Account Holder's Details :**

Name of First / Sole Holder	
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**Mapping Details :**

Clearing Member ID (CMID)	
Client ID (CMSE Client ID)	
Trading Member ID (TMID)	
Trading Client ID	

	First / Sole Holder	Second Holder	Third Holder
Name			
Signature	(5) 		

Internal Ref. No.		Signature Verified by		Transaction Entered By	
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**FORMAT OF BOARD RESOLUTION**

**CERTIFIED TRUE COPY OF THE RESOLUTION PASSED BY THE BOARD OF DIRECTORS OF \_\_\_\_\_ AT THEIR MEETING ON \_\_\_\_\_ AT THEIR REGD. OFFICE \_\_\_\_\_**

- Resolved that a Corporate Beneficiary/Clearing Member Account be opened for depository purpose with Globe Capital Market Ltd., 804 Ansal Bhawan, 16 K G Marg, Connaught Place, New Delhi-110001.
- Further Resolved that Mr. \_\_\_\_\_ DIRECTORS of the company whose specimen signatures are attested below be severally authorised to sign on behalf of the company all documents and forms relating to such account (in relation to debit or credit or otherwise) in such forms as may be required by the Globe Capital Market Ltd. and further any instructions, indemnities and counter indemnities which may be required by Globe Capital Market Ltd., from the company in connection with the above mentioned account.
- That this resolution be communicated to the Globe Capital Market Ltd. and remain in force until notice in writing is given to the Globe Capital Market Ltd.

For

Director

Specimen Signature of

Mr. \_\_\_\_\_

Mr. \_\_\_\_\_

Attested By

Director

NOTE: This is required to be submitted on the Company's letterhead.



# GLOBE CAPITAL MARKET LIMITED DEPOSITORY DIVISION

A/c No. Details :-

S.No.	Name (s)	Depository Account No. (s)

## ELECTRONIC CLEARING SERVICE (DEBIT CLEARING MANDATE FORM)

1. Name(s) :
2. Bank Name :
- A) Branch Name :
- B) 9-Digit MICR Code\* :
- C) Account Type S.C. A/c (Code 10) Current A/c (Code 11) Cash Credit (Code 13)
- D) Ledger No./Folio No. \_\_\_\_\_ Account No. \_\_\_\_\_

**\*Applicant on the MICR Cheque Issued by the Bank (Please attach the Photocopy of a Cheque or a Bank Cancelled Cheque issued by your Bank for verifying the accuracy of the Code Number)**  
I, hereby declare that the particulars given above are correct and complete. If the transactions is delayed or not effected at all for reasons of incomplete or incorrect information, I would not hold the user institution responsible. I hereby agree to discharge the responsibility expected of me as a participant under the scheme.

Date : \_\_\_\_\_  Signature of the Applicant



# GLOBE CAPITAL MARKET LIMITED DEPOSITORY DIVISION

A/c No. Details :-

S.No.	Name (s)	Depository Account No. (s)

## ELECTRONIC CLEARING SERVICE (DEBIT CLEARING MANDATE FORM)

1. Name(s) :
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I, hereby declare that the particulars given above are correct and complete. If the transactions is delayed or not effected at all for reasons of incomplete or incorrect information, I would not hold the user institution responsible. I hereby agree to discharge the responsibility expected of me as a participant under the scheme.

Date : \_\_\_\_\_  Signature of the Applicant

### BANK CERTIFICATION (Not required if photocopy of the cheque is enclosed).

Certified that the particulars furnished above are correct as per our records.

Bank's Stamp :

Date : \_\_\_\_\_  
The Branch Manager

.....  
.....

Dear Sir,  
I/We \_\_\_\_\_ residing at \_\_\_\_\_ maintain  
a \_\_\_\_\_ Account No. \_\_\_\_\_ with your branch.

I/We hereby authorise the Bank to debit all types of commission / fees (Service Charges) payable by me / us and charged by **GLOBE CAPITAL MARKET LTD.** Through the ECS (Debit clearing) facility to my bank account with you. I/We undertake the sufficient balances shall be maintained by me/us, so that the right of the Bank to debit the Service Charges is not impaired. I/We hereby undertake not to revoke this authority without the written approval from the Bank.

SIGNED AT \_\_\_\_\_ (place), this \_\_\_\_\_  
(day) of \_\_\_\_\_ (month) \_\_\_\_\_ Year \_\_\_\_\_

Signature 

Signature 

Signature 

### BANK CERTIFICATION (Not required if photocopy of the cheque is enclosed).

Certified that the particulars furnished above are correct as per our records.

Bank's Stamp :

Date : \_\_\_\_\_  
The Branch Manager

.....  
.....

Dear Sir,  
I/We \_\_\_\_\_ residing at \_\_\_\_\_ maintain  
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I/We hereby authorise the Bank to debit all types of commission / fees (Service Charges) payable by me / us and charged by **GLOBE CAPITAL MARKET LTD.** Through the ECS (Debit clearing) facility to my bank account with you. I/We undertake the sufficient balances shall be maintained by me/us, so that the right of the Bank to debit the Service Charges is not impaired. I/We hereby undertake not to revoke this authority without the written approval from the Bank.

SIGNED AT \_\_\_\_\_ (place), this \_\_\_\_\_  
(day) of \_\_\_\_\_ (month) \_\_\_\_\_ Year \_\_\_\_\_

Signature 

Signature 

Signature 



# GLOBE CAPITAL MARKET LIMITED

804, Ansal Bhawan, 16 K.G. Marg, Connaught Place, New Delhi-110001

Phones : 43666400 (30 Lines), Fax : 91-11-23720880, 23712630

Website : www.globecapital.com

E-mail : globedp@globecapital.com

## COMtrack ACCOUNTS

S.No.	Nature of Service	Charges
1	<b>Account Opening</b>	NIL
2	<b>Stamp Paper Charges</b>	Rs. 100/-
3	<b>Annual Charges</b>	Rs. 3000/-
4	<b>Transaction Charges</b>	
	Fresh Credit/Deposit	Rs. 250/- per Transaction
	Off Mkt. Transaction-Debit	Rs. 250/- per Transaction
	Mkt. Transaction-Debit	Rs.150/- per Transaction
	Pledge Creation	Rs. 200/- of .06% of the Value whichever is higher
	Pledge Closure	Rs. 200/- of .06% of the Value whichever is higher
	Pledge Invocation	Rs. 750/- per Transaction
	Withdrawal	Rs. 250/- per Transaction
5	<b>Book Charges</b>	
	Delivery Instruction Book	Rs. 2/- per leaf

1. Warehouse storage, demat and remat Charges As per details received from NCDEX + @ 2.00% subjects to minimum Rs. 200/- per Lot extra.
2. The COMtrack participant shall reserve the right to revise the charges by giving not less than 30 days notice in writing to the client.
3. Value of Transaction will be in accordance with the NCDEX formula.
4. Modification in client detail, Rs 150/- per instance.
5. Any service not listed above will be charged extra.
6. Off-Market Instructions not received prior to 24 hours of execution will be received at client's risk. However no extra charges will be levied.
7. Instructions for pay-in of Commodities to transfer Commodities from client account to pool account will be accepted up to 4 PM on the working day prior to pay-in-date.
8. Non-periodic statement shall be charged @Rs. 5/- per page and. postage/courier charge @30/- per mail.
9. In case of non-payment of bill/dues within 30 days of due date, interest shall be charged @24.0% on the outstanding dues

**(The above is subject to taxes and duties as applicable as per Government Rule)**

### HOLDER'S SIGNATURE :

1. <sup>(10)</sup>  \_\_\_\_\_  
Sole/First Holder Signature

2.  \_\_\_\_\_  
Second Holder Signature

3.  \_\_\_\_\_  
Third Holder Signature

**FOR GLOBE CAPITAL MARKET LTD.**

⊗  
(Authorised Signatory)

