

# Registered Client Undertaking

This undertaking is given at (city, state) on this.....Day of ..... in the year.....by

Mr./Mrs./ M/s.

Situated at.....

An adult individual, being citizen of India/a proprietary concern/partnership firm/a limited company, all registered under the applicable laws of India , hereinafter referred to as "Registered Client"(which expr.....assigns) to

**M/s. Amar Jewellers Ltd**

Situated at.....

A company registered under the Companies Act, 1956, hereinafter referred to as a "**Amar Jewellers Ltd**" (AJL) (which expr.....assigns)

Whereas the RC is interested in dealing/trading/buying/selling bullion and therefore is interested in being registered as a client of AJL who are providing trading platform for electronic trading of bullion,

And whereas the RC has requested and applied in a prescribed format to AJL to be registered as their clients for the purposes mentioned in the preceding paragraph,

And whereas AJL has favourably considered the request and application of the RC and has agreed to register RC as a client subject to the terms, conditions, rules, regulations stipulated by AJL and directive issued by AJL mentioned from time to time,

And whereas the RC, having understood the terms and conditions, rules and regulations for using the said trading platform provided by AJL , hereby gives an undertaking, agreeing to follow the same, more specifically mentioned in the succeeding paragraphs,

- 1) The RC shall comply with and abide by all the terms, conditions, rules and regulations, now in operation and to be stipulated from time to time, including compliance with the statutory requirements.
- 2) The RC shall maintain books and record of the transactions as prescribed and as required by the laws of land.
- 3)The RC shall allow authorized agents/representatives deputed by AJL , full access to the data, information, records, books ,documents for inspection and shall provide copies in physical form and/or electronic form as demanded by AJL in connection with the trades/transactions as a RC and for reconciliation of accounts.
- 4) The RC shall conduct the business at trading platform of AJL with utmost care and caution, full responsibility, perfect understanding and without violating terms and conditions.
- 5) The RC hereby undertakes that his actions as a RC shall not be detrimental or prejudicial to the public interest or public policy.
- 6) The RC further undertakes that it will not act against the interests of AJL .
- 7) The RC further undertakes to abide by all the terms and condition, follow all the rules and regulations, comply with all the statutory requirements, existing as well as future while using the trading platform of AJL .

8) The RC hereby undertakes to indemnify and compensate AJL for any violations of any of the terms and conditions, rules and regulations and statutory requirements. The RC shall abide by orders of AJL in the nature of penalty, restrictions etc. for any such violations.

9) The RC undertakes to follow the settlement system, rules and regulations relating thereto, as prescribed by AJL or its authorized agents.

10) The RC undertakes that in the event of any differences in interpretation of terms and conditions, rules and regulations, prescribed by AJL existing as well future, and also those specifically mentioned in this undertaking, the decision of AJL shall be final and binding on RC. The decision of AJL shall be final and RC shall accept liabilities arising thereunder and shall uphold the rights of AJL arising therefrom.

11) The RC undertakes to pay all costs, expenses, fees etc. as prescribed by and billed by AJL from time to time, immediate on receipt of such demand from the AJL.

12) The RC undertakes to use the trading platform/facilities/infrastructure provided by AJL only for the legitimate transactions and permitted purposes and same shall not be misused by the RC.

13)The RC shall deposit with AJL prescribed security deposit, fees etc. before being allowed to function as a RC of AJL.

14)The rights arising out of registration are client-specific and non-transferable .

15)The RC undertakes to furnish security deposit, also in the form of pledge, hypothecation, mortgage or any other form, as acceptable to AJL, from time to time. The security deposit/securities so held by AJL shall be used for recovery of outstanding dues, charges, fees, recovery of defaulted dues, penalties, clearing house dues and any other liabilities arising out of RC's obligations. The RC undertakes to provide additional margin deposits immediately on demand to cover the deficit in prescribed margin requirements and to continue to participate in trading/clearing operations.

16) The RC undertakes to allow the AJL to use, appropriate, forfeit margin money/security deposit/pledged, hypothecated, mortgaged securities to the extent of outstanding dues, unpaid charges/fees. The AJL shall use and appropriate the sums of money out of abovementioned sources to meet with obligations of RC arising out of non compliance with terms and conditions, rules and regulations and meeting emergencies, contingencies arising out of his relationship as a RC and meeting legal obligations on behalf of RC.

17)The RC undertakes to maintain secrecy of the details of transactions, operations, software, hardware provided by AJL. The RC shall not, without express consent of AJL, part with, discuss, disclose, reveal, publish, advertise any information on transactions/operations except as permissible in the normal course of business.

18) The RC undertakes to do business in his own name and shall not represent himself as an agent of AJL and shall not use the name of AJL to promote his own business.

19)The RC undertakes that it shall not hold AJL liable for any losses arising out of failure of electricity, computer/telecommunication network, malfunctioning of installations/equipments at the sites/offices of the RC and AJL. The AJL reserves rights to have free access, inspection, supervision of computer hardware and software installed at the premises of the RC. The AJL shall not be responsible for any misuse/mishandling of trading platform, software/hardware etc. and losses arising therefrom.

20) The RC undertakes to inform any change in the constitution of the partnership/composition of the Board of Directors/transfer of share holding to AJL immediately. The decision of the AJL on whether to continue the client as a RC or cancel its registration after such a change will be final and binding on RC.

21)The RC undertakes and acknowledges the AJL's right of recovery of due and charges/fees arising out of and in the course of trades/transactions, from the movable, immovable and other assets of the RC as held in their names as

business entity, both in case of normal course of business as well as in the event of default by RC in making payments of such dues/charges/fees etc. on due dates. The RC further undertakes and acknowledges the rights of AJL to recover the dues as aforementioned from the personal movable, immovable and other assets of the Proprietor, all the partners and the Directors, as the case may be. The AJL will have right to attach and dispose off such business assets of RC and personal assets of proprietor/partners/directors as the case may be, for recovery of dues in case of default in making payments of the dues of AJL.

22) The RC undertakes to execute, sign and seal such documents, agreements, forms, papers, bonds, undertakings etc. as may be required and prescribed by AJL from time to time.

23) The RC hereby declares that they are legally competent to become a Registered Client of AJL and participate in the spot/forward trading of the bullion. In the event of any deficiency found in future as to the competence of RC, the onus of proving that RC was legally competent to get registered as client will squarely rest on the RC and the AJL shall have no responsibility, legal or otherwise, in this matter.

24) The RC hereby undertakes to pay/reimburse the insurance premium for mandatory insurance cover, as and when required/instructed by the AJL. The AJL shall be entitled to recover the insurance dues like any other dues legitimately payable to AJL.

25) The RC undertakes to keep the AJL informed in writing immediately of any intimation /notice served upon proprietor/partnership firm and/or its partners/company and/or its directors of institution of insolvency proceedings against any one or more of them. The RC further undertakes to inform the AJL in writing if any one of the above mentioned entities as individuals or business entity initiates any proceeding to declare him/themselves as insolvent. The RC further undertakes to give written information to AJL of circumstances that may lead to declaration of any one or more or all of above as insolvent/s or may subject them to any insolvency proceedings.

26) The RC undertakes to indemnify keep the AJL and its business associates indemnified for losses/damages suffered due to discrepancies as to the purity, weight, taxes, levies, duties in the bullion sold to AJL. The RC further undertakes not to shirk its responsibility/financial liability in such cases and shall not resort to disputes and shall not further excuses to avoid responsibility/liability.

27) The RC undertakes that the AJL will have first and paramount charge on all the cash, security deposits and other monies, guarantees, securities in the form of any assets, business and personal, lying with or chargeable to AJL and AJL will be at liberty to exercise its first lien on them to set off any of the claims of AJL and for fulfillment of obligations of the RC and meeting the liabilities of RC arising out of this undertaking, other terms, conditions, rules, regulations, bye-laws and incidental to the trade/business as RC with AJL. The AJL shall be entitled to adjust, appropriate and set off all the cash, security etc. as mentioned above for its claims against the RC.

28) The RC hereby declares and undertakes that on non-compliance by him/them of any clauses of this undertaking or any of the rules, regulations, terms and condition, statutory or otherwise intimated to RC or prevailing because of the custom of trade, the RC shall indemnify AJL against any damage/loss suffered by AJL and reimburse AJL for the expenses/cost incurred for defending its legitimate interest for such non compliance by RC. This is without prejudice to the rights of AJL to pursue the remedies, legal or otherwise, to protect its legitimate interests. The AJL will have rights to immediately discontinue the trading platform and RC is aware of the rights of AJL to terminate the trades of RC for any non-compliance as aforesaid.

29) The RC undertakes that this Undertaking shall be binding on his/their heirs, legal representatives, successor and, assigns.

30) The RC undertakes that in the event of fixing the price on client terminal of AJL used by him/them, it will be obligatory on their part to pay charges fixed by AJL as per value date and time.

31) In the event of AJL not succeeding in execution of trade of RC in T+2 format, and execution taking longer period such as 2 to 8 days, the AJL will bear necessary charges for the same and shall not recover same from RC.

32)The RC undertakes that once a trade is executed on live platform provided by AJL for trading, the excuses of mistake/inadvertence by RC or its representatives/staff members will not be accepted and the RC will have to bear the charges/make good the losses to AJL.

33) The RC declares hereby that the information provided by him/them in the application form and otherwise for registration as a Registered Client is true and correct to the best of knowledge and belief of RC and further RC undertakes that the present undertaking shall bind him/them and his/ their heirs, successors, assigns and legal representatives.

34) The RC undertakes that it will effect payment and take delivery of bullion in prescribed time limit. If RC fails to make payment and take delivery in prescribed time, then AJL will not give delivery of the bullion and the RC will have to pay charges as demanded by AJL.

Signed Sealed and Delivered )  
By the Withinnamed )  
Being the authorised person )  
In term of resolution )  
Of the Board of Directors )  
At the duly convened meeting )  
Held on.....)  
By partner / s, Proprietor / authorized person/ S

In the presence of .....

1)

2)

**Please type the following on the last page of the Undertaking (below the common Seal)**

The common seal of ..... was hereunto affixed pursuant to a resolution passed at a meeting of

Signature

The Board of Directors of the company held on .....day of .....20  
In the presence of \* .....

Signature  
(Name & Designation)

\* As required by the Articles of Association of the Company

.....

\*\* To Be Signed by the Person(s) Signing the Registered Client Undertaking Attached herewith.

## બાંહેધરી ખત

લખાવી લેનાર :-

નામ : અમર જવેલર્સ લી.

ઠે.:-૬૭ થી ૬૮,મીરાનગર સોસાયટી,પટેલ સમાજની સામે,મીની બજાર,વરાછા રોડ,સુરત.

લખીઆપનાર :-

નામ:-

ઠે.:-

અમર જવેલર્સ લી.ની અડરટેકીંગની શરત નં.૧ થી ૩૪ આવેલ છે.જેનું લખાણ અંગ્રેજીમાં છે,તેનું ગુજરાતી કરી મને વાંચી સંભળાવેલ છે, અને જેમાં મે સમજી વિચારીને તેમાં સહિ કરેલ છે.

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લખાવી લેનાર

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લખી આપનાર

