Undertaking from Partnership Firms for Mobile Banking Facility (v.2)

Date:_____

The Manager,				
Bharat Co-operative Bank (Mumbai) Ltd.,				
Branch,				
City:				
State:				

Dear Sir/Madam,

We wish to avail <u>Mobile Banking facility</u> for the accounts under our Customer-ID(CIF No.)_______.

Please select \square one of the following:

U We wish to avail Maker-Checker (Approver) control in Bharat Bank Mobile Banking.

Sr. No	Name & Designation	Role In Mobile Banking	Per Transaction Limit & (Mode of Approval -singly or jointly with another approver)
1	<name approver-1="" of="" the=""></name>	Approver	e.g. `1 to `5 Lakhs (Singly)
	Mobile No :		
	Email Id :		
2	<name approver-2="" of="" the=""></name>	Approver	e.g. Above `5 Lakhs &
	Mobile No :		upto `10 Lakhs (Singly)
	Email Id :		
3	<name maker-1="" of="" the=""></name>	Maker	e.g. No Limit
	Mobile No :		
	Email Id :		

a) The mobile numbers and the Email-IDs must belong to the persons authorized to operate the account. The organization's Email-ID should not be mentioned here.

b) No Limit needs to be specified for if there is only one Maker. However, if there are multiple Makers, different limits may be specified for each Maker, e.g. `1 to `5 Lakhs for Maker1, Above `5 Lakhs & upto `10 Lakhs for Maker2

c) The section shown above may be completely omitted while printing this undertaking letter if the customer does not wish to use Maker-checker control.

□ We do not wish to use the Maker-Checker (Approver) control available in Bharat Bank Mobile Banking facility. The below mentioned person is authorized to operate on behalf of the Business/Firm/Organisation through Bharat Bank Internet Banking on the organization's account(s) including by causing a debit balance in organization's account(s) with Bharat Bank and/or continually operate the account(s) even when overdrawn.

Name of the Partner who is authorized to use Mobile Banking facility:	
Mobile Number of the Authorized Person/Partner :	
Email Id of the Authorized Person/Partner:	

- 1) All or any transactions carried by the said user(s) by using the Internet banking shall be binding on our Organization.
- 2) We shall at no point of time raise any obligation or claim on the said transactions and the Bank is well within the law to deem the said transactions so effected as valid, binding transactions conducted by our Organization represented by the person(s) state above on the said account.
- 3) We hereby confirm and consent that our organization and all its authorized signatories shall be liable jointly and severally for the transactions done by the person(s) specified above and the Bank shall have no liability of any nature in allowing the person(s) specified above who are authorised to receive and operate the Internet Banking of the organization.
- 4) We, jointly and severally agree that we shall abide by the rules and regulations stipulated by the Bank, from time to time, in relation to the operation of the Internet banking. We also agree that we shall forthwith surrender the Internet banking upon request by the Bank.
- 5) We further confirm that we shall jointly and severally be liable for any claim, costs, damages, expenses and/or other liability which may arise to the Bank and/or its successors or assigns in business by virtue of the said operations of the said account by the person(s) specified above by the use of the said Internet banking. We jointly and severally undertake to indemnify the Bank and make good the said claims to the Bank.
- 6) We further undertake that we shall keep the Bank informed in writing about any change in the Management of the organization or structure of the organization. Bank shall not be held responsible in case of non-communication of this information to the Bank.
- 7) We confirm that this undertaking shall be binding not only in our capacity as authorised signatories but also in our individual capacity and shall bind our respective legal heirs, executors and assigns.
- 8) We further indemnify and keep indemnified the said Bharat Co-operative Bank (Mumbai) Ltd. against all costs, charges, expenses, proceedings, etc.
- 9) We understand that Bank shall not be held responsible for unauthorized transactions in the account arising out of breach of secrecy at our side, and non-intimation of change in Partners/Authorized Signatories of the firm.
- 10) We shall hold the Bank harmless against any misuse of its Mobile Banking facility by known or unknown players/miscreants, technology risks, breach of secrecy of login credentials and any inconvenience or loss arising out of conditions which are out of control of the Bank.
- 11) We shall indemnify and hold the Bank harmless against all actions, claims, demands, proceedings, losses, damages, costs, charges and expenses whatsoever which the Bank may at any time incur, sustain, suffer or be put to as a consequence of or by reason of arising out of providing Bharat Bank Mobile Banking facility or by reason of the Bank in good faith taking or refusing to take or omitting to take action on any instruction given by us.

- 12) In case of a judicial order from a Court of Law, we shall inform the Bank about the same. Suitable instructions shall be given to the Bank for freezing operation/ changing users etc., as the case may be. On receiving intimation of a Judicial Order without any specific instruction from us, Bank may suspend the users IDs of the Mobile Banking users of the account until receipt of a fresh instruction from the firm.
- 13) We understand that the new accounts added under the same CIF shall be accessible to the Mobile Banking user(s) mentioned above, unless requested to the Bank in writing to restrict access to newly added account(s).

Yours Sincerely,

Signature of Partner-1	Signature of Partner-2
Name	Name
Signature of Partner-3	Signature of Partner-4
Name	Name

Address Stamp / Seal of the Firm