

To:  
**SBM Bank (India) Ltd.**

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Dear Sir,

**REQUEST TO ACT ON E-MAIL / FACSIMILE MESSAGE**

I/We hereby request and authorize you as follows:

1. Notwithstanding anything to the contrary contained in any other document / agreement, we hereby request and authorize the Bank to act and rely on any instructions or communications for any purpose (including but not limited to the instructions / communications pertaining to the operation of any and all of my/our account(s) and / or to any other facilities or services that may be provided by the Bank from time to time) which may from time to time be or purport to be given by facsimile or e-mail by me/us (including such instructions / communications as may be or purported to be given by those authorised to operate my/our account(s) with the Bank) ("Instructions").
2. I/we understand and acknowledge that there are inherent risks involved in sending the Instructions to the Bank via facsimile or e-mail and hereby agree and confirm that all risks shall be fully borne by me/us and I/we assume full responsibility for the same, and the Bank will not be liable for any losses or damages including legal fees arising upon the Bank's acting, or upon the bank's failure to act, wholly or in part in accordance with the Instructions so received.
3. In consideration of the Bank agreeing to act upon the Instructions as aforesaid, I/We hereby irrevocably agree and undertake as follows:
  - A. I/We shall be liable for any and all charges, complaints, costs, damages, demands, expenses, liabilities, and losses which the Bank may incur sustain or suffer arising from or by reason of the Bank's acting, delaying in acting or declining to act upon any Message received from me/us including without limitation legal fees and disbursements reasonably incurred by the Bank.
  - B. If we wish to withdraw this authority then we shall give to the bank a notice in writing delivered to the Bank and such notice shall be effective no later than five business days after delivery to the Bank.
  - C. That the Bank shall be authorized to disclose all Instructions as the Bank may deem fit, to the Bank's affiliates, counterparties, service providers, regulators and other authorities or where the Bank are required by law to do so.
  - D. That the Bank shall be entitled to require any Instructions in any form to be authenticated as may be specified by the Bank from time to time and I/We shall ensure the secrecy and security of such password, code or test and I/We shall be solely responsible for any improper use of the same.
  - E. That notwithstanding the above, the Bank may, under circumstances determined by the Bank in its absolute discretion, require from me/us confirmation of any of any Instructions in such form as the Bank may specify before acting on the same; and I/We shall submit such confirmations to the Bank immediately upon receipt of their request. Pursuant to receipt of Instructions, the Bank shall have the right but not obligation to act upon such Instruction.


- F. The Bank, its correspondents and other financial and other financial institutions involved in processing remittances may rely on any account or identification numbers provided by me/us and will not seek to confirm whether the number specified corresponds with the name of the beneficiary or the beneficiary's bank provided in the payment order.
- G. Payment instructions executed by the Bank are irrevocable. Under certain circumstances to be exclusively determined by the Bank and without it being in any way liable however for any refusal, the Bank will on a best effort basis attempt to recall an electronic payment upon my/our instructions. However, the Bank cannot guarantee return of funds to me/us if the Bank is unable to obtain a return of funds. The Bank will credit my/our account at the Bank's quoted rate of exchange (where foreign exchange is requested by me/us on the date of such credit is made)
- H. I/We agree to pay the Bank's fees and to reimburse any deductions and for any withholding or other taxes and for any interest and penalties that may be paid by the Bank in connection with any remittances. I/We acknowledge that other financial institutions may deduct a fee for processing remittances. I/We irrevocably authorise the Bank to deduct from any of my/our account whether in India or elsewhere such amount paid.
- I. I/We acknowledge that international remittances are subject to cut off times, time zone differences and local regulations of the destination country.

The undersigned hereby jointly and severally agree that the Bank may act on any Message provided by either one of the undersigned and such Message will be binding on the others without confirmation by the Bank. The undersigned jointly and severally agree to all the conditions stated in this communication. The death or winding up of any one of the undersigned will not invalidate this communication which shall remain in effect until such time as notice of termination has been given as stated hereinabove.

EMAIL ID: g\_ashish@hotmail.com

MOBILE NO: 7009917410

FOR ACCOUNT NUMBER(S): 20012202061639

  
22/04/2022

**Signature/s**