# **CUSTOMER INFORMATION CUM ACCOUNT OPENING FORM**

(Only for IFSC Branch, GIFT CITY)

(For Non-Individual entities)



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Internet Banking Only View Access

(Scheme Name)

\*NATURE OF ACCOUNT(S) TO BE OPEN

Current Account

#### **DECLARATION**

- I/We hereby further confirm having read and understood the applicable rules/ regulations/ instructions/ guidelines, as framed by the International Financial Services Centre Authority/Reserve Bank of India and other authorities as applicable in respect of my/our opening and operating this account, in force from time to time and agree to abide by and to be bound by all such applicable law, rules, regulations and guidelines in force from time to time.
- I/We understand that the Current Account will be opened on the basis of the statement/declaration made by me/us.
- I/We further agree that any false/misleading information given by me/us, or suppression of any material fact will render me/our account liable for termination and further action.
- I/We also hereby agree to indemnify RBL Bank Limited and their successors or assigns, if any of the representations and declarations made hereunder by me/us is incorrect, false or misleading in any of its particulars.
- I/We shall be absolutely liable for any loss, damage, liability, cost or expense suffered or incurred by RBL Bank Limited in relation to any dispute or claim with regards to the Current Account. Notwithstanding anything to the contrary contained herein or in any other document, now or in the future, neither any dispute shall be raised against RBL Bank Limited nor shall RBL Bank Limited be held responsible and liable for any loss, damage, liability, cost, consequence, charge, demand, claim, suit, counter-claim, or expense arising out of or in relation to the Current Account and/or any representations made hereof by Me/Us in this Declaration.
- RBL Bank Limited shall not bear any liability whatsoever that may arise because of any false, illegal misrepresentation under this Declaration. I/We hereby irrevocably and unconditionally undertake to hold harmless and indemnify RBL Bank Limited, including but not limited to its directors, employee, staffs and agents, against all or any loss, damage, cost, expenses, penalties, charges and liability or claims of any nature whatsoever and howsoever arising (whether directly) or indirectly), or in relation to or any such other act/ omission with regards to the above and opening and availing of the Current Account service. I/We hereby undertake that the RBL Bank Limited can recover the indemnities assured hereinabove and/or any damage caused due to the endorsements by Me/Us forthright by itself by debiting and marking lien and set off on the Current Account.
- I/We declare, confirm, agree:

15. We.

NAME

- That all the particulars and information given in the application form are true, correct, complete and up-to-date in all respects and I/we have not withheld any information. а
- That I/we have had no insolvency initiated against me/us nor have I/we ever been adjudicated insolvent.
- That I/we have read the application form and are aware of all the terms and conditions for availing the said services of Current Account from RBL Bank Limited and the applicable rules/ regulations/guidelines, as framed by the Reserve Bank of India, in force from time to time
- I/We have not at any time defaulted under any loan taken by me/us from any other bank/institution,or been in non-compliance of the applicable rules/regulations / guidelines in force fro<mark>m time to time, as framed b</mark>y the Reserve Bank of India and the Foreign Exchange Management Act, 1999.
- I/We have read and understood the facilities available under the Current Account as well as the applicable rules/ regulations/guidelines, as framed by the Reserve Bank of India, in force from time to time.
- I/We also understand that continuation of the Current Account is at RBL Bank's sole discretion and in case RBL Bank is dissatisfied with the conduct of the Current Account RBL Bank has the right to close the Current Account.
- 10. I/We declare that the account will be put into use for bona fide transactions not involving any violations of the provisions of any Government or Exchange Control Regulation.
- I/We authorise the Bank or its agents to make references/enquiries as may be necessary and to exchange/share/part with any/all information with credit bureaus/ statutory bodies/other agencies as may be deemed necessary or appropriate.
- This Declaration shall be effective from date mentioned above and shall be irrevocable and binding, without limitation at any point in time. This Declaration shall be governed and interpreted in accordance with the laws of India. This Declaration shall not however limit the rights of the RBL Bank Limited to file/take proceedings in other court and /or tribunal of competent jurisdiction.

13.	In case of any queries please feel free to contact the	following authorized person/s o	of the company.	
	Name:			
	Designation:	Email ID:	Cel	l No:
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The declaration-cum-undertaking under Sec 10(5), Chapter III of FEMA, 1999.

I/We hereby declare that the transaction details of which are mentioned above does not involve, and is not designed for the purpose of any contravention or evasion of the provisions of the aforesaid Act or of any rule, regulation, notification, direction or order made thereunder. I/We also hereby agree and undertake to give such information / documents as will reasonably satisfy you about this transaction in terms of the above declaration. I/We also undertake that if I/we refuse to comply with any such requirement or make only unsatisfactory compliance therewith, the Bank shall refuse in writing to undertake the transaction and shall if it has reason to believe that any contravention / evasion is contemplated by me / us report the matter to RBI. I/We further declare that the undersigned has the authority to give this application, declaration and undertaking on behalf of the firm/company.

principal place of business/ our registered office address at hereby unconditionally and unequivocally state, declare and undertake: That We are incorporated under the laws of schame of the country of incorporation>> relating to the laws of incorporation of the entity and have been allotted a

certificate of registration by

, an entity, incorporated under t<mark>he laws of </mark>

- To comply with all applicable laws and regulations of India and our country of incorporation with regard to the opening and operation of the current account with RBL Bank through Gift City Branch and we undertake to provide all necessary documentation and information requested by RBL Bank to verify our identity and compliance with applicable laws and regulations.
- That under the extant laws and regulations applicable in the country of our incorporation, we are freely allowed/permitted to open and maintain current account in a bank located outside of our home jurisdiction. We further undertake to be solely responsible for any legal consequences arising out of any violation of laws and regulations in our country related to the opening and maintaining of current account in RBL Bank, Gift City Branch.
- To notify RBL Bank immediately of any changes to our incorporation status or any changes to applicable laws or regulations that may affect the entity's ability to maintain the current account.
- We hereby indemnify RBL Bank Limited, its directors, officers, employees, agents and affiliates from any losses, damages, claims, liabilities, costs and expenses (including legal fees) that may be incurred by RBL Bank Limited as a result of our violation of any laws and regulations applicable to us in our home country related to the transactions carried out from our current account opened or to be opened by RBL Bank through Gift City Branch.
- This undertaking shall be binding upon us, our executors, administrators and legal representatives.

16. We. M/s ("the Customer") hereby represents to RBL Bank Limited ("the Bank") that neither the Customer nor any other person benefiting in any capacity, directly or indirectly, from or in connection with the transaction is a Specially Designated National (SDN) and/or otherwise sanctioned under the sanctions (and related laws) promulgated by the United States of America (including its Office of Foreign Assets Control's (OFAC)), India or by Reserve Bank of India/ International Financial Services Centres Authority (IFSCA) or any other regulatory authority), United Nations, European Union, and/or any other country (collectively, the "Sanctions"). We further confirm that, we are not dealing with NON - FATF compliant countries, sanctioned or High-Risk countries.

The Customer hereby agrees to indemnify and hold harmless the Bank and each of its officers, directors, employees, agents, attorneys, to the fullest extent permitted by applicable law, for all liabilities, obligations, losses, damages, penalties, claims, actions, judgments, suits, costs, expenses and disbursements incurred by any of them as a result of, or arising out of, or in any way related to, or by reason of, litigation or other proceeding (whether or not the Bank is a party thereto) related to the entering into and/or performance of the Transaction (including due to claims by a third party), and/or as a result of any breach by the Customer of its representations and undertakings as contained herein.

This is submitted towards account opening with our Company in RBL Bank's IBU GIFT City Branch.									
Authorised Signatory 1	Authorised Signatory 2								
Signature of Authorised Signatory in black ink with stamp  NAME	Signature of Authorised Signatory in black ink with stamp  NAME								
Authorised Signatory 3	Authorised Signatory 4								
Signature of Authorised Signatory in black ink with stamp	Signature of Authorised Signatory in black ink with stamp								

NAME

### 10. Terms and Conditions for Current Account operations at IFSC, GIFT City

These terms and conditions apply to and regulate the operations of the Current Account (the "Current Account/s") offered by RBL Bank Limited to its customers at its International Financial Services Centre Banking Unit in GIFT City, Gandhinagar. These terms and conditions ("Terms) shall be in addition and subject to any other terms as stipulated by RBL Bank Limited from time to time.

#### 1. Introduction:

An International Financial Services Centre ("IFSC") caters to the customers outside the jurisdiction of domestic economy. Such centers deal with the flow of finance, financial products, and services across the borders. IFSC as envisaged under the Indian context "is a jurisdiction that provides financial services to non-residents and residents (Institutions), in foreign currency other than Indian Rupee (INR)" IFSC is set-up to undertake financial services transactions that are currently carried on outside India by overseas financial institutions and overseas branches/ subsidiaries of Indian financial institutions.

The Reserve Bank of India ("RBI") has issued a notification under FEMA vide Notification No. FEMA.339/2015-RB dated March 02, 2015 setting out RBI regulations relating to financial institutions set up in International Financial Services Centers (IFSC).

RBL Bank Limited ("The Bank"/ "RBL Bank") has received the permission from RBI vide its letter dated 22/02/2017 for setting up an IFSC Banking Unit ("IBU Branch") at Gift City, Gandhinagar.

RBL has its IBU branch located at Unit no. 705, 7th Floor, Signature Building, Block no. 13-B, Zone-1, GIFT Multiservices SEZ, Gandhinagar – 382355, India

#### **Features of Accounts**

- The accounts will be opened in foreign currency only i.e. other than INR.
- All transactions through this accounts will be undertaken via bank wire transfer mechanism only.
- · Cheque books, debit cards, and any other value added services will not be provided for this accounts.
- For Internet Banking only view access will be provided.
- No Cash transactions will be permitted.
- No Interest shall be payable on credit balances in the current account.

#### 2. Definitions:

In these terms and conditions, the following words and phrases have the meaning stated hereunder unless indicated otherwise:

- "Account" refers to the Current Account/s that may be opened and held in IBU at GIFT City Branch.
- · "Account Opening Form" (AOF) refers to the respective relationship forms for Current Account products available.
- "Customer" refers to any person in below categories.
- Indian Corporates who wants to raise ECB.
- Overseas Corporates borrowers of our IBU Unit at GIFT City.
- · Units operating within IFSC, GIFT City.
- "Services" shall mean the various services that may be provided IBU, Gift City branch in Connection with the account/s and are more particularly referred to /described in these Terms and/or on the website.
- "Website" refers to the website owned, established and maintained by RBL Bank at the URL www.rblbank.com

#### 3. Applicability of Terms:

The Terms set out herein, together with the AOF, account charges and any other conditions which may be implied by law shall govern the operation of the current account and other related services offered by IBU branch at Gift City to the Customer. By applying for opening the Account, the Customer acknowledges that have read, understood and accepted these Terms, which form a part of the Customer's application to the Bank.

#### 4. Account Opening:

The Account opening formalities are governed by the policies of the Bank and may be revised from time to time. The Bank may require Customer/s to submit duly filled application form/s along with the prescribed set of documents stipulated from time to time, to the satisfaction of the Bank.

### 5. Operating Accounts

An Account may be opened in the name of the Company exclusively.

# 6. Authorization:

The Bank has the authority to debit any Accounts to recover any amount credited by the Bank erroneously.

### 7. Charges/Fees:

For schedule of charges reference can be made to the internet. The charges can be changed without any amendment to terms and conditions.

### 8. Services:

Various Services may be made available to the Customers in connection with the Account, which shall be subject to these terms and conditions and/or such other terms and conditions governing the said services as may be specifically stipulated by from time to time. Notwithstanding anything specified herein such related Services shall be provided to the Customer at the sole discretion of the Bank. These Terms shall read in addition to the specific terms and conditions/ agreement (if any) governing the services.

### 9. Other Terms and conditions:

- RBL Bank is a member of the Banking Codes and Standards Board of India (BCSBI), an independent body to promote a good and a fair banking practices in India.

  Customer can view the BCSBI code of banks commitment to its customers, on our website www.rblbank.com.
- The Bank has a clearly defined Grievance Redressal process for speedy and effective redressal of customer grievance. For registering your grievances, kindly contact the Branch Manager or our phone banking executives. Customer can also visit us at www.rblbank.com for registering grievance. If required, grievance can be escalated to the Regional Nodal Officer of your region and the Principal Nodal Officer. The contact details of Nodal Officers are displayed at our branches and website.
- The Customer/s shall not associate their name/s with the Bank without the prior written approval of the Bank.

### 10. Sharing Of Information:

The Customer undertakes and authorizes the Bank / its Group Companies to exchange, share or part with all the information, data or documents relating to his/its application to other Banks/ Financial Institutions/ Credit Bureaus/ Agencies/Statutory Bodies/Regulatory Bodies/ such other persons as the Bank may deem necessary or appropriate as may be required for use or processing of the said information/data or furnishing of the processed information/data/products thereof and shall not hold the Bank / its Group Companies liable for use of this information.

### 11. Compliance with the laws

The Customer shall solely be responsible for compliance with FEMA rules, regulations or notifications thereunder, applicable laws and regulations in any relevant jurisdiction in connection with establishment of its relationship with the IBU Branch and for any/ all the transactions undertaken by the Customer.

## 12. Closure/Freeze of the Account

IBU Branch reserves the right to terminate/close or Freeze the Account or withdraw any facilities relating to the same for any reason whatsoever, including without limitation:

- (a) Any false/misleading information given or suppression of any material fact;
- (b) Non-compliance with FEMA rules, regulations, notifications or applicable laws:
- (c) In case fraudulent/forged/fake instruments are attempted to be cleared / cleared through the Account;
- (d) Where the conduct of the Account is found to be unsatisfactory;
- (e) Non-intimation of change in communication address leading to Customer's whereabouts being unknown;

(f) Any other breach or default by the Customer of these Terms or any other terms and conditions relating to the Account and/or any Services provided to, or availed of by, the Customer.

#### 13. Banker's right of lien and set-off

IBU Branch shall have the irrevocable and continuing right of setoff and lien on all accounts/deposits of the Customer with IBU, to the extent of all outstanding dues to the IBU Branch until repayment of all such moneys due. For such purposes, IBU may at its sole discretion apply a penal rate of interest in respect of the same. RBL Bank and its group companies' rights hereunder shall not be affected by the Customer/s' bankruptcy, death or winding-up.

In addition to the above mentioned right or any other right which IBU and its group companies may at any time be entitled to whether by operation of law, contract or otherwise, the Customer authorises IBU Branch: (a) to combine or consolidate at any time all or any of the accounts and liabilities of the Customer with or to any branch of the Bank and/or its group companies; (b) to sell any of the Customer/s' securities or properties held by IBU Branch by way of public or private sale without having to institute any judicial proceeding whatsoever and retain/appropriate from the proceeds derived there from the total amounts outstanding to IBU/ RBL Bank and/or it group companies from the Customer/s, including costs and expenses in connection with such sale; and (c) in case of cross currency set-off, to convert an obligation in one currency to another currency at a rate determined at the sole discretion of IBU and/or its group companies. IBU Branch shall not be under any obligation to exercise any of its rights under this Paragraph.

The above mentioned rights are without prejudice to the obligations of the Customer to pay to IBU Branch/ RBL Bank when due all its indebtedness and without prejudice to any other rights that IBU Branch may have against the Customer for recovery of outstanding from Customer to IBU/ RBL Bank and its group companies.

#### 14. Change Of Terms:

The Terms may be changed/ amended from time to time in compliance with guidelines/ amendments/ rules etc. as issued by Reserve Bank of India and / or any other independent regulator. RBL Bank shall have the absolute discretion to amend or supplement any of the Terms at any time relating to the Account and/or the Services provided for / in connection with the same. RBL Bank may communicate the amended Terms by hosting the same on the Website or in any other manner as decided by the Bank. The Customer shall be responsible for regularly reviewing these Terms including amendments thereto as may be posted on the Website.

#### 15. Waiver:

No failure or delay by RBL Bank in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise of any other right, power or privilege constitute as a waiver. The rights and remedies of RBL Bank Limited as stated herein shall be cumulative and not exclusive of any rights or remedies provided by law.

#### 16. Force Majeure:

Obligations of RBL Bank Limited herein shall be subject to an occurrence resulting in prevention from or delay or interruption in performing its obligations if such prevention, delay or interruption is due to Force Majeure event, [which includes any event beyond the reasonable control of RBL Bank Limited, but not limited to, without limitation, unavailability of any communication system, sabotage, fire, flood, explosion, acts of God, pandemics, epidemics, civil commotion, strikes or industrial action of any kind, riots, insurrection, war or acts of government, lockdown, changes in legislation and other allied acts of regulatory nature]. RBL Bank Limited shall not be deemed to be in default so long as any such cause or the effect thereof persists (provided that this shall not prevent the accrual of interest on any outstanding amount which would have been payable but for this provision)and during a reasonable period thereafter within which any such obligations are not capable of being fulfilled. RBL Bank Limited shall not be liable for any action or claim, from any party, arising out of its inability to perform the obligations for the reasons stated herein.

#### 17. Indemnity

- 17.1. The Customer hereby agrees that it shall, at its own expense, indemnify, defend and hold harmless RBL Bank Limited from and against any and all liability, any other loss that may occur arising from or relating to the operation or use of the Account or the Services or breach, nonperformance or inadequate performance by the Customer of any of these Terms or the acts, errors, representations, misrepresentations, misconduct or negligence of the Customer in performance of its obligations. The Customer shall keep RBL Bank Limited indemnified at all times against, and save RBL Bank Limited harmless from all actions, proceedings, claims, losses, damages, costs, interest (both before and after judgment) and expenses (including legal costs on a solicitor and client basis) which may be brought against or suffered or incurred by RBL Bank Limited in resolving any dispute relating to the Customer's Account with RBL Bank Limited or in enforcing rights of RBL Bank Limited under or in connection with the Terms and conditions contained herein, or which may have arisen either directly or indirectly out of or in connection with RBL Bank Limited performing its obligations hereunder or accepting instructions, including but not limited to, fax and other telecommunications or electronic instructions, and acting or failing to act thereon.
- 17.2. Under no circumstances shall RBL Bank Limited be liable to the Customer for any direct, indirect, indirect, incidental, consequential, special or exemplary damages in connection with the Account or the Services.
- 17.3. RBL Bank Limited shall not be liable for any failure to perform any obligation contained in these Terms or for any loss or damage whatsoever suffered or incurred by the Customer howsoever caused and whether such loss or damage is attributable (directly or indirectly) to any dispute or any other matter or circumstances whatsoever.
- 17.4 If any sum due and payable by the Customer is not paid on the due date, including without limitation any moneys claimed under this Paragraph, the Customer shall be liable to pay interest (both after as well as before any judgment) on such unpaid sum at such rate or rates as RBL Bank Limited may from time to time stipulate from the date the payment is due up to the date of payment.
- 17.5 The indemnities as aforesaid shall continue notwithstanding the termination of the Account.

### 18. No Encumbrances:

The Customer shall not create or permit to subsist, any encumbrance or third party interest over or against any Account(s) with RBL Bank Limited or any monies lying therein without RBL Bank's Limited prior written consent.

### 19. Governing Law:

The laws of India shall govern these Terms. The Parties hereby agree that any legal action or proceedings arising out of the Terms shall be brought in the courts or tribunals Gandhinagar, Gujarat, India and irrevocably submit themselves to the jurisdiction of such courts and tribunals. RBL Bank Limited may, however, in its absolute discretion, commence any legal action or proceedings arising out of the Terms in any other court, tribunal or other appropriate forum, and the user hereby consents to that jurisdiction. Any provision of the terms that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of prohibition or unenforceability but shall not invalidate the remaining provisions of the Terms or affect such provision in any other jurisdiction.

### 20. Disclosure:

The Customer hereby irrevocably authorizes the Bank to disclose, as and when the Bank is required to do so in order to comply with the applicable laws or when the Bank regards such disclosure as necessary or expedient, (including but not limited to disclosures for the purpose of credit review of any Account, service/s or credit facilities received by the Customer from the Bank whether singly or jointly with others or otherwise), any information relating to the Customer, his/her Account(s) or other assets or credit facilities whatsoever held on the Customer's name. The bank may disclose information about customer's account, if required or permitted by law, rule or regulations, or at the request of any public or regulatory authority or if such disclosure is required for the purpose of preventing frauds, or in public interest, without specific consent of the accountholder/s.

### 21. Outward Remittance on closure of Account.

Request for outward remittance for the balance available in the Account towards closure of the Account may be accepted based on the written instruction/s of the Customer. The instruction/s may be provided through facsimile, provided that the Customer provides a written stamped indemnity towards effectuating such outward remittance, in original beforehand. The Customer will also need to make sure that the instructions in original is received by IBU Branch within 3 working days of sending of instruction(s). In the absence of any stamped indemnity, IBU Branch shall act upon receipt of instructions in original form only.

### 23. Holiday Processing

Any transactions on any Sunday or any public holiday may be shown in the Account, at the sole discretion of IBU Branch, as having taken place on the same or subsequent business day of IBU Branch. All deductions/accretions on such amount shall be deducted / accrued as of such day. IBU shall not be responsible for any loss of interest or liability incurred/suffered by the Customer arising due to such transaction being not shown on the day the same occurred.

# 24. Non-Transferability:

The Account and the Services provided to the Customer are not transferable under any circumstance and shall be used only by the Customer. However, IBU Branch shall have the right to transfer, assign or sell all its rights, benefits or obligations to any person and these Terms, shall continue to be in force and effect for the benefit of the successors and assigns of IBU Branch.

- 25. The Bank does not charge any folio charges.
- 26. As per prevailing Reserve Bank Of India Guidelines, any account with no customer induced transaction for a period of 24 months is categorized as a "Dormant Account".

  Once an account is classified as Dormant, no transactions will be allowed in the account and the customer is required to visit an RBL BANK IBU GIFT CITY with a valid identification & Signature proof. Subsequent to the successful verification of the documents submitted, the account would be made operative. No charges shall accrue for activating a Dormant account.
- 27. The bank may disclose information about customer's account, if required or permitted by law, rule or regulations, or at the request of any public or regulatory authority or if such disclosure is required for the purpose of preventing frauds, or in public interest, without specific consent of the account holder/s.
- 28. The Only Internet Banking View Access & facility will be issued/enabled to the mentioned account/mandate holders should they choose to register for it and any transactions done through them will be automatically debited to the corresponding accounts maintained with the Bank.
- 29. Deliverables, if any, will be sent to the mailing/communication address as per the latest records available with the Bank.
- 30. Ensuring security of relevant pins and password will be that of the customer.
- 31. No liability would arise on the bank if any of these details are shared with unauthorized personnel by the customer.
- 32. In case of any changes in the terms and conditions/fees and charges the Bank notifies its customer 30 days in advance.

11. ACKNOWLEDGMENT				
Received application for	Current			
	Initial F	Payment Details		
Emp ID				
Name of Bank Official (Chec Please Quote your reference No. fo			Signature of Bank Official	Date D D M M Y Y Y Y





