

## GENERAL TERMS AND CONDITIONS

To: Bank of Baroda  
IFSC Banking Unit  
Gift SEZ, Gift City, Gandhinagar Branch (the "Bank")

I/We agree that these **Terms and Conditions for Banking Services** of the Bank (which comprise the **General Terms & Conditions** and the **Specific Terms and Conditions** contained herein) shall govern my/our transactions and relationship with the Bank, unless otherwise agreed between me/us and the Bank.

### **A. General Terms and Conditions:**

#### **1) Application:**

- 1.1 The General Terms and Conditions contained herein shall apply to all services and products provided by the Bank to me/us and all instructions given by me/us to the Bank and all transactions entered into by me/us with the Bank from time to time.
- 1.2 Each service or product provided to me/us is subject to the Specific Terms and Conditions applicable to it. The Specific Terms and Conditions shall prevail, insofar as the Specific Terms and Conditions apply to the service or product in question, in the event of a conflict between the General Terms and Conditions and any Specific Terms and Conditions.
- 1.3 I/We agree that we will provide all documents & informations to the bank to comply with all applicable laws, policies (including but not limited to IFSCA Banking regulations 2020, the IFSCA Banking Handbook, Money laundering, CFT & KYC Guidelines 2022)

#### **2) Products & Services:**

- 2.1 I/We shall complete and submit to the Bank all the forms and documents required by the Bank for opening account. Apart from documents listed above, the Bank may further request additional documents or details, if considered necessary, for opening the account.
- 2.2 All documents should be submitted in original for verification; alternatively copies of all documents should be true copies certified by a Authorised officials of bank, Court Magistrate, Judge, Certified public or professional accountant, Lawyer The Embassy/Consulate General or Notary Public. Certifier's signature and official stamp should be placed on the first page of the copy document and the number of pages should be recorded. Remaining pages should carry the official stamp of the Certifier.
- 2.3 For Limited Company, I/we confirm that the company has not been or is not in the process of being dissolved, struck off, wound up or terminated.
- 2.4 The Bank reserves the right and absolute discretion to refuse opening request and continuation without providing any reason.
- 2.5 Account will be operated by me/us and balance payable to me/us according to operating instructions given above or from time to time in effect and revision thereof.
- 2.6 I/We agree to maintain the minimum average quarterly balance as applicable from time to time and agree to pay the charges if minimum balance is not maintained.
- 2.7 I/We may at any time apply for any of the Bank's services or products, by giving an instruction to the Bank in accordance with the General Terms and Conditions together with such documents or information as may be requested by the Bank. My/Our application for or use of any of the Bank's services or products will be subject to the General Terms and Conditions and the Specific Terms and Conditions applicable to the relevant service or product. I/We shall read and understand the Specific Terms and Conditions applicable to the service or product before submitting my/our application.
- 2.8 The Bank may at any time at its absolute discretion refuse to accept my/our application for service or product without assigning any reason.

#### **3) Modes for Giving Instruction**

- 3.1 The Bank may at its discretion rely on any instruction to the Bank by me/us given in writing, by facsimile, telephone, through internet, by any other means (including electronic means) as may be approved by the Bank from time to time, in each case in accordance with the General Terms and Conditions and the applicable Specific Terms and Conditions.
- 3.2 The Bank may at its discretion refuse to accept any instruction on such grounds as it deems fit without the need to assign any reason. In particular, the Bank shall be entitled to refuse to execute or delay the execution of any instruction if there are insufficient funds, credit facilities or assets in the account(s) to which the relevant instruction relates or in order to give effect to the instructions. Notwithstanding the aforesaid, the Bank may, but is not obliged to, execute any instruction even though there are insufficient funds, credit facilities or assets in the account(s) to which the relevant instruction relates or in order to give effect to the instructions, but I/we shall immediately repay the resulting overdraft, advance, and all charges and interest at such rate as the Bank may determine at its discretion.

- 3.3 I/we will indemnify the Bank and hold the Bank harmless against all actions, proceedings, claims, demands, liabilities, damages, losses, costs and expenses howsoever incurred by the Bank or arising, directly or indirectly, out of any instruction given or purported to be given by me/us in accordance with these General Terms and Conditions or the applicable Specific Terms and Conditions and any transactions effected or purported to be effected according to such instructions. This indemnity shall continue notwithstanding any termination or closure of my/our account, these General Terms and Conditions or any Specific Terms and Conditions.
- 3.4 I/we shall be liable for all losses and damages arising out of the loss, forgery or unauthorized use of the chop to give instructions if I/we use it to give instructions.
- 3.5 Any instruction received by the Bank after its banking hours will only be processed on the next following banking day of the Bank unless otherwise agreed to by the Bank.
- 4) **Statements of Account**
- 4.1 I/we undertake to verify the correctness of each statement of account and transaction confirmation or advice received from the Bank and to identify and inform the Bank of any errors, discrepancies, omissions or debits wrongly made to or inaccuracies or incorrect entries in the Bank's record of transaction, statement of account and transaction confirmation or advice as so stated within 30 days from the receipt thereof. At the end of the 30-day period commencing from the date of receipt of the relevant statement of account or transaction confirmation advice, the Bank's record of transactions and the details of the transactions as set out in such statement of account or transaction confirmation or advice, shall be conclusive evidence as against me/us without any further proof that the Bank's record of transaction and the details in such statements of account or transaction confirmation or advice are correct except as to any alleged errors so notified
- 4.2 The Bank shall be entitled to correct any mistake or incorrect entry contained in any statement of account, transaction confirmation or advice provided by the Bank by giving notice to me/us.
- 5) **Deposits**
- 5.1 No cheque book facility shall be provided in the account. All other monetary instruments accepted for deposit into any of my/our accounts are credited subject to final payment and proceeds will not be available to me/us until they have been cleared. The Bank reserves the right to charge any of my/our accounts with items which are subsequently returned unpaid.
- 5.2 An inward remittance to an account may not be credited to the account on the same day if the related payment advice is not received by the Bank before the cut-off time set by the Bank from time to time. No interest will accrue on any inward remittance before the funds are actually credited into the account.
- 5.3 Amounts received for any of my/our accounts in a currency other than the currency of the relevant account may be converted by the Bank at such rate of exchange as it determines into the currency of such account for credit to such account and I/we shall bear the cost of such conversion.
- 6) **Withdrawals**
- 6.1 Unless the Bank at its discretion agrees otherwise, funds standing in any of my/our accounts opened with the IFSC Banking Unit Branch of the Bank may only be withdrawn in IFSC GIFT SEZ, Gift City, Gandhinagar.
- 6.2 Transfer and withdrawal of funds are made entirely at my/our own risk. The Bank shall not be liable for any mutilation, interruption, omission, error, neglect, default, mistake, delay, diminution or unavailability of funds which may occur in the transmission of any message or from the misinterpretation of any message by any person in the absence of gross negligence or willful default on the part of the Bank, its officers or employees
- 7) **Fees and Charges**
- 7.1 The Bank may impose such fees and charges in respect of any service and product provided by it (including without limitation deposit charges on the credit balances in any account) from time to time as the Bank may at its sole discretion think fit. The Bank is hereby authorized to debit any of my/our accounts for the fees and charges payable.
- 7.2 The Bank may at any time revise the rates of the fees and charges and inform/ advise the same.
- 8) **Set-off and mutual suspense**
- 8.1 In addition to any general lien, right of set-off or similar right to which the Bank as banker may be entitled by law, the Bank may at any time without prior notice, combine or consolidate all or any of my/our accounts (wherever situate) with and my/our liabilities to the Bank and set off or transfer any sum or sums standing to the credit of any one or more of my/our accounts in or towards satisfaction of my/our liabilities to the Bank (whether such liabilities be primary, collateral, several, joint or in other currencies). Further, insofar as my/our liabilities to the Bank are contingent or future, the Bank's liability to me/us to make payment of any sum or sums standing to the credit of any of my/our accounts shall to the extent necessary to cover such liabilities be suspended until the happening of the contingency or future event.
- 8.2 At any time after I/we have any outstanding liability, whether actual or contingent, present or future, joint or several, direct or

indirect, of whatever nature to the Bank, I/We will not be entitled, without the prior consent of the Bank, to withdraw any funds from my/our account or any investment, asset and property (including but not limited to all my/our securities, unit trusts, mutual funds and other interest in collective investment schemes) held by the Bank or its nominee for my/our account, including any interest, dividend or other benefit derived from the aforesaid.

#### **9) Customer Information**

- 9.1** I/We have received all intimation / notice as per applicable law relating to the handling of my / our data in accordance with the terms of the said intimation / notice as amended by the Bank from time to time. In addition, the Bank may also use my/our data for providing bank references, references for status enquiries, conducting matching procedures, maintaining a credit history of me/us (whether or not there exists any relationship with the Bank) for present and future reference.
- 9.2** The Bank may disclose my/our data to any financial institution or credit card issuing companies or other entity of similar nature in any jurisdiction with which I/we have or propose to have dealings; any party giving or proposing to give a guarantee or third party security to guarantee or secure any of my/our obligations; and any person making payment into my/our account (which payment confirmation slip may contain information about me/us).
- 9.3** I/We hereby represent and warrant that I/we will obtain the prior consent of my/our referees before giving their names and other personal data to the Bank.
- 9.4** I/We hereby represent and warrant that all information provided by me/us to the Bank is provided voluntarily and that such information is true, correct and complete in all respects.
- 9.5** My/Our data may be processed, stored and transferred or disclosed in and to another jurisdiction outside India as the Bank or any recipient of my/our data considers appropriate. Such data may also be released or disclosed in accordance with the laws, rules and regulations in such jurisdiction.
- 9.6** I/We acknowledge and agree that the Bank may in accordance with applicable law from time to time outsource services, operations and processing procedures relating to any of my/our transactions and data to its regional or global processing centres, branches, subsidiaries, parent companies, affiliates, agents and other third parties, wherever situated, and these service providers may from time to time be given access to information and data relating to my/our transactions for the purpose of or in relation to the services and procedures they perform.

#### **10) Payments and Repayments**

- 10.1** All payments by me/us to the Bank shall be made in full, without set-off or counterclaim and free and clear of any deductions or withholdings on account of any tax or otherwise. If I am/we are obliged by law to deduct or withhold any sum from any payment due to the Bank, I/we shall increase the amount of the payment so that the net amount received by the Bank shall equal the amount due.
- 10.2** Payments received in a currency different from the currency of the amount payable may be converted by the Bank at such rate of exchange as it determines into the currency of the amount payable for. I/We shall bear the risk and cost of such conversion.
- 10.3** A certificate issued by the Bank stating the amount due and payable by me/us to the Bank, interest rates and exchange rates in a particular transaction or at any particular time shall, in the absence of manifest error, be final and conclusive for all purposes including for the purposes of legal proceedings.

#### **11) Accounts**

- 11.1** Where we consist of more than one person, or where we are a partnership, all the persons comprising us or all the partners (as the case may be) shall be jointly and severally liable for all agreements, obligations, liabilities, powers, authorities provided in or in connection with the General Terms and Conditions and all Specific Terms and Conditions.
- 11.2** In the event of the death of any person comprising a joint account holder, the credit balance of the relevant account(s) and all investments, assets and properties of any description standing to the credit of such account(s) or held in their joint names shall, subject to applicable laws, belong to the survivor(s) thereof.
- 11.3** Remittance in favour of any one of the joint account holders may be credited to the joint account without reference to the payee of the remittance.
- 11.4** The Bank's obligation to give notice to joint account holders shall be discharged by giving the notice to any one of the joint account holders.
- 11.5** The following provisions in this Clause shall apply where we are a partnership :
- a) the General Terms and Conditions and all Specific Terms and Conditions shall continue to bind us notwithstanding any change in our constitution, name or membership by reason of death, bankruptcy, retirement, mental incapacity, disability, or admission of new partners or the occurrence of any other event which may dissolve the partnership or otherwise affect our obligations thereunder;

- b) upon any partner ceasing to be a member of our partnership by death or otherwise, the Bank may treat the surviving or continuing partners or partner or other partners for the time being as having full power to carry on the business of our partnership in the absence of written instruction to the contrary from us or any of us or the personal representatives or trustees of any of us;
- c) in the event of any of our partners ceasing to be a member of our partnership by death or otherwise and irrespective of whether or not notice of such cessation shall have been given to the Bank, insofar as the liability of the outgoing partner and/or his estate is concerned, a new or separate account shall be deemed to have been opened by our partnership with the Bank immediately and as from the cessation and after such time all payments in any account made by our partnership to the Bank shall (notwithstanding any legal or equitable rule of presumption to the contrary) be placed to the credit of the new or separate account and shall not apply towards reduction of the amount due by our partnership to the Bank.

**11.6** Where I am/we are applying for any service or product or I/we become the holder of any account in the capacity as a trustee, I/we represent and warrant that I/we have full authority and power under the trust to apply for and utilize the relevant service or product and operate the account involved without restrictions or qualifications

## **12) Termination**

- 12.1** The Bank may terminate any Specific Terms and Conditions or these General Term and Conditions or close any of my/our accounts by giving reasonable prior notice to me/us. However, if, in the opinion of the Bank, any of my/our accounts is not being maintained or any service is not being utilized by me/us in a manner satisfactory to the Bank, the Bank may close all or any of my/our accounts, terminate any service or terminate any Specific Terms and Conditions or these General Terms and Conditions immediately by giving notice to me/us. The Bank may also terminate any of my/our accounts without prior notice to me/us under exceptional circumstances, for example, where the account is suspected of being used for criminal or improper activities.
- 12.2** Upon termination of the General Terms and Conditions, all Specific Terms and Conditions shall be deemed to have been terminated.

## **13) Amendments**

- 13.1** The Bank may at any time amend, delete, replace or add any term of these General Terms and Conditions or any Specific Terms and Conditions and inform / advise me/us.
- 13.2** Notice of amendment of these General Terms and Conditions or any Specific Terms and Conditions may be given in any one of the following manners, which will be deemed to have been received by me/us at the time of publication by the Bank :-
- (a) press advertisement;
  - (b) prominent display of notice in the banking halls of the Bank;
  - (c) banks website

## **14) Notice**

- 14.1** Any notice required to be given by the Bank to me/us shall be deemed to have been so given if addressed to me or any one of us at the last known address of the recipient.
- 14.2** Any notice or communication delivered by the Bank personally shall be deemed to have been given and received by me/us at the time of delivery.
- 14.3** Any notice dispatched by the Bank by letter postage prepaid shall be deemed to have been given and received by me/us three days (in case of an address in India) or seven days (in case of an address outside India) after posting.
- 14.4** Any notice or communication sent by the Bank by facsimile, by e-mail or otherwise via the Internet shall be deemed to have been given and received by me/us at the time of transmission.
- 14.5** Any notice or communication given by the Bank through press advertisement, banks website or display in the banking halls shall be deemed given and received by me/us three banking days in India after publication or posting.

## **15) AML and other matters**

- 15.1** I/We agree to the Bank's disclosure of any information and documents which the Bank considers reasonably necessary for the purpose of compliance with any Anti-Money Laundering (AML) legislation applicable to the Bank and I/we further undertake to make disclosure of any information and/or documents and grant to the Bank access to any corporate and other documents for such purpose.
- 15.2** I/We agree and undertakes that I/we will not make any claim of any kind in any jurisdiction against the Bank or its successors, agents or correspondents in respect of any delay, loss, damages, costs or expense which I/we may suffer, incur or sustain directly or indirectly as a consequence the failure of the Bank or its successors, agents or correspondents to carry out instructions or obligations, if the Bank, its successors, agents or correspondents reasonably believe that there may be fraudulent activity or other crime affecting the transaction or they or any of them

are required not to comply with the instructions or obligations by any law, regulation, regulatory directives or court order or due (directly or indirectly) to circumstances beyond the reasonable control of them or any of them preventing them or any of them from offering a normal service (such as the failure of any machine, data processing system or transmission link or due to industrial dispute, strikes, terrorist threat or force majeure).

- 15.3 I/We agree to indemnify and to keep indemnified the Bank and its successors, agents or correspondents against all actions, proceedings, liabilities, demands, claims, damages, costs and expenses which the Bank and its successors, agents or correspondents may suffer incur or sustain directly or indirectly as a consequence of the said fraudulent activity or other crime affecting the transaction or the said circumstances or beyond the reasonable control of the Bank, its successors, agents or correspondents.

**16) Governing Law & Jurisdiction**

- 16.1 These General Terms and Conditions and all Specific Terms and Conditions shall be governed by and construed in accordance with the Indian laws.
- 16.2 Each transaction or its underlying investment or instrument shall be subject to the law of the jurisdiction where it is effected, made or located and also the rules, regulations, guidelines, policies and directives of all relevant governmental and other regulatory bodies and agencies.
- 16.3 I/We hereby irrevocably submit to the non- exclusive jurisdiction of the courts of India.

The following terms and conditions are sets of Specific Terms and Conditions mentioned in the General Terms and Conditions which I/we have agreed with the Bank to be bound by. I/We may from time to time apply to the Bank to open one or more Current Accounts, and/or Term Deposits. Such Current Accounts and Term Deposits (as the case may be) shall be subject to the General Terms and Conditions, these Specific Terms and Conditions (as applicable) and such other terms as may be agreed between me/us and the Bank in relation thereto.

**B. Specific Terms and Conditions for Current Accounts:**

1. A Current Account shall be in US Dollars (USD) or Euro (EUR) or Pound Sterling (GBP) currencies only.
2. A Current Account may only be opened with and continued in such minimum initial deposits as may be prescribed by the Bank at its discretion from time to time.
3. Withdrawals may be made by way of SWIFT transfer after receipt of request signed (a) by me/us or the Authorized Signatories for me/us or (b) at the counter the Bank by me/us or the Authorized Signatories for me/us when the Bank is open for business.
4. No Cheque book facility shall be provided.
5. Drafts and other items may be received for collection but the proceeds will not be credited until after receipt of payment in good and sufficient by the Bank
6. Other items paid in by me/us and which have been dishonoured may be returned by post to me/us at the last address registered with the Bank at my/our own risk.
7. No interest is allowed or paid by the Bank on any credit balance in a Current Account.

**C. Specific Terms and Conditions for Term Deposits:**

1. I/We may from time to time establish and maintain Term Deposits with the Bank with such interest rate, tenor and currency as may be agreed between me/us and the Bank before its establishment.
2. I / We agree that the interest rate applicable to each Term Deposit may be changed by the Bank without prior notice.
3. A Term Deposit may be withdrawn at any time before its maturity with prior agreement of the Bank and on such terms and conditions as may be imposed by the Bank.
4. If no instruction is received by the Bank from me/us on the withdrawal of any Term Deposit before its maturity, the Bank may (but is under no obligation to) renew the relevant deposit (so far as the Bank considers appropriate) on terms similar to the matured deposit at the Bank's prevailing interest rate at the time of renewal. Upon the renewal of a Term Deposit, the Bank will place the principal and interest on the Term Deposit on the renewal deposit.
5. Subject to the Bank's agreement, I/we may also swap my/our Term Deposits in any currency into another currency upon its establishment and to swap it back into the original currency of the relevant deposit upon its maturity at such exchange rate as may be agreed between the Bank and me/us prior to the establishment of the deposit.

**Agreement:**

- I/We agree to your above Terms and Conditions for Banking Services (which comprise the General Terms and Conditions and the Specific Terms and Conditions therein referred to) as set out and provided in this document.
- I/We consent to the use of my/our personal data in accordance with your Notice relating to the use of Data.

<b>(Main Applicant)</b>	<b>(Joint Applicant)</b>	<b>(Joint Applicant)</b>

Date:

Place: