

## CHECK LIST OF DOCUMENTS FOR CHECKING ACCOUNTS BY CORPORATES

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S. No	Documents to be submitted (please check )						
1	<input type="checkbox"/> Account opening form(all pages)to be duly completed and signed <u>Account Opening Form- other documents</u> <input type="checkbox"/> Agreement and Official Signature of Corp <input type="checkbox"/> Certification of Officers <input type="checkbox"/> Application page for Business Account <input type="checkbox"/> Expedited Acceptance Agreement <input type="checkbox"/> Depositor Contract <input type="checkbox"/> Information Regarding Checking A/C <input type="checkbox"/> Resolution of Board of Directors <input type="checkbox"/> Customer's Acknowledgement for having received all the Disclosures						
2	<input type="checkbox"/> W9 form for the Entity to be duly filled and signed for U.S. based entity <input type="checkbox"/> A separate W9 for each of the owner/signatory/beneficial owner, to be duly filled and signed for U.S. citizen / resident individuals <input type="checkbox"/> W8BEN-E for the Entity, to be duly filled and signed for Non US Entity/ Beneficial Owner(Entity) <input type="checkbox"/> A separate W8BEN form to be filled and duly signed for all Non US resident (Beneficial owner)						
3	<input type="checkbox"/> Employer Identification Number/ Tax Identification Number for US, or Government issued registration number for Non- US						
4	<input type="checkbox"/> Certificate of Incorporation(w/Articles), or Partnership Agreement, or Trust Agreement etc <input type="checkbox"/> Article of Organization <input type="checkbox"/> Corporate Resolution/ minutes of Meeting/ Operating Agreement						
5	<input type="checkbox"/> Information on Beneficial Owners- a Detailed Organizational Structure						
6	<input type="checkbox"/> Declaration by Indian Branches/Foreign Branches for permission of RBI/Regulatory Authorities						
7	<input type="checkbox"/> A brief Narrative about the Entity, principal line of Business, explaining source of funds, legal status, Description of major business activity, major supplier/vendors, anticipated Volume of Business and Geography of Operations						
8	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 40%;">Documents for Identification purpose</th> <th style="width: 30%;">Address Verification Documents</th> <th style="width: 30%;">Income related Documents</th> </tr> </thead> <tbody> <tr> <td> <b>Primary Photo ID for the Ben. Owners/ Authorized Signatories (unexpired)</b>   <b>For US Residents (Any One of the following is required)</b>  <input type="checkbox"/> Photo bearing US State Driver License  <input type="checkbox"/> Non Driver's license or State ID  <input type="checkbox"/> U.S. alien registration card (Green Card)  <input type="checkbox"/> Passport   <b>For Non Resident Alien(NRA) (Both of the following are required)</b>  <input type="checkbox"/> Alien Identification Card/Unexpired Government issued Document  <input type="checkbox"/> Passport                             </td> <td> <input type="checkbox"/> Latest Address proof Document for the entity  <input type="checkbox"/> Current Rent or Lease Agreement  <input type="checkbox"/> Latest Bank Account Statement                             </td> <td> <b>For US Residents (Any One of the following is required)</b>  <input type="checkbox"/> Social Security Card/tax ID  <input type="checkbox"/> Documents evidencing income proof(Latest)   <b>For Non Resident Alien(NRA) (Both of the following are required)</b>  <input type="checkbox"/> PAN card  <input type="checkbox"/> Documents evidencing income proof(Latest)                             </td> </tr> </tbody> </table>	Documents for Identification purpose	Address Verification Documents	Income related Documents	<b>Primary Photo ID for the Ben. Owners/ Authorized Signatories (unexpired)</b>  <b>For US Residents (Any One of the following is required)</b> <input type="checkbox"/> Photo bearing US State Driver License <input type="checkbox"/> Non Driver's license or State ID <input type="checkbox"/> U.S. alien registration card (Green Card) <input type="checkbox"/> Passport  <b>For Non Resident Alien(NRA) (Both of the following are required)</b> <input type="checkbox"/> Alien Identification Card/Unexpired Government issued Document <input type="checkbox"/> Passport	<input type="checkbox"/> Latest Address proof Document for the entity <input type="checkbox"/> Current Rent or Lease Agreement <input type="checkbox"/> Latest Bank Account Statement	<b>For US Residents (Any One of the following is required)</b> <input type="checkbox"/> Social Security Card/tax ID <input type="checkbox"/> Documents evidencing income proof(Latest)  <b>For Non Resident Alien(NRA) (Both of the following are required)</b> <input type="checkbox"/> PAN card <input type="checkbox"/> Documents evidencing income proof(Latest)
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# Bank of India

NEW YORK BRANCH  
277 PARK AVENUE  
NEW YORK, NY 10172



## APPLICATION FOR BUSINESS CHECKING ACCOUNT

TYPE OF ACCOUNT		ACCOUNT NUMBER				DATE OPENED		
<input type="checkbox"/> CORPORATION YEAR						MONTH		DAY
<input type="checkbox"/> PARTNERSHIP, PROPRIETORSHIP, ETC..								
FIRM NAME		TAX IDENTIFICATION NO.		TYPE OF BUSINESS		YEAR EST.		
ADDRESS (NUMBER & STREET) LESS		TELEPHONE NUMBER		PREVIOUS ADDRESS (IF AT ADDRESS SHOWN THAN 2 YEAR)				
CITY, TOWN, P.O., STATE & ZIP CODE		FAX NUMBER						

### BANK REFERENCES:

NAME & BRANCH ADDRESS		ACCOUNT NUMBER
NAME & BRANCH ADDRESS		ACCOUNT NUMBER

### PRINCIPAL OFFICERS, PARTNERS OR PROPRIETORS:

NAME	NAME	NAME
TITLE	S.S.#	TITLE
TITLE	S.S.#	TITLE
HOME ADDRESS	HOME ADDRESS	HOME ADDRESS
CITY, TOWN, P.O., STATE & ZIP CODE	CITY, TOWN, P.O., STATE & ZIP CODE	CITY, TOWN, P.O., STATE & ZIP CODE
TEL.NO.	TEL. NO.	TEL. NO.
BANK NAME	BANK NAME	BANK NAME
BRANCH ADDRESS	BRANCH ADDRESS	BRANCH ADDRESS
A/C NO.	A/C NO.	A/C NO.

WE AGREE TO COMPLY WITH THE TERMS AND CONDITIONS STATED ON THE REVERSE HEREOF

SIGNATURE(S) 1. \_\_\_\_\_ 2. \_\_\_\_\_  
3. \_\_\_\_\_

### ACCOUNT REFERENCE:

INTRODUCED BY: \_\_\_\_\_ A/C NO \_\_\_\_\_ SIGNATURE \_\_\_\_\_

### SPACE FOR BANK'S USE

ACCOUNT OPENED BY \_\_\_\_\_ APPROVED \_\_\_\_\_

CODE NO \_\_\_\_\_

VICE PRESIDENT \_\_\_\_\_

**(FOR CORPORATE ACCOUNT)**

**AGREEMENT AND OFFICIAL SIGNATURES OF CORP.**

Acct. Name:

Acct. No. \_\_\_\_\_

Tax ID No.

**AUTHORIZED TO THE BANK OF INDIA**

By the delivery of this card/form signed by the undersigned officers and the receipt thereof by the Bank of India, it is mutually agreed between the above named Corporation and the Bank that the provisions of the Uniform Commercial Code of the State of New York, local clearing house rules and general banking usage prevailing in New York City shall be deemed to apply with respect to the obligations of the Bank in connection with all items, whether or not negotiable, received by the Bank for the account of the said Corporation, and all items so received shall, in the absence of express agreement to the contrary, be deemed to have been received for collection only.

**President** \_\_\_\_\_

**Vice President** \_\_\_\_\_

**Treasurer or  
Cashier** \_\_\_\_\_

**Secretary** \_\_\_\_\_

**Assistant Treasurer or  
Assistant Cashier** \_\_\_\_\_

**Assistant Secretary or  
Assistant Cashier** \_\_\_\_\_

The undersigned Secretary of the said Corporation hereby certifies that the foregoing signatures are the duly authorized signatures of the signing Officers of the said Corporation on which the said Bank is to recognize in the payment of funds and the transaction of other business for its account.

DATED \_\_\_\_\_ 20 \_\_\_\_\_

Secretary

# RESOLUTION OF BOARD OF DIRECTORS

I, the undersigned, hereby certify to **BANK OF INDIA N.Y.**, that at a meeting of the Board of Directors of \_\_\_\_\_ a Corporation organized and existing under the laws of \_\_\_\_\_ duly called and duly held on the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, the following resolutions were duly adopted, and that the said resolutions have been entered upon the regular minute book of the said Corporation, are in accordance with the By-Laws and are now in full force and effect.

## RESOLVED:

1. That the officers of this Corporation, or any one or more of them, are hereby authorized to open a bank account or accounts from time to time with the **BANK OF INDIA - NEW YORK** (referred to as the "Bank"), for and in the name of this Corporation with such title or titles as he or they may designate.

2. That the \_\_\_\_\_ of this Corporation,

(Indicate by Title person authorized to sign. VIZ President, Vice President, Treasurer etc.)

signing \_\_\_\_\_

(Indicate how checks etc. are to be signed viz. singly, jointly, any two etc.)

and their successors in office, and any other person hereafter authorized to sign on behalf of this Corporation, are hereby authorized to sign checks, drafts, notes, acceptances, and other instruments, and orders for the payment or withdrawal of moneys, credits, items and property at any time held by the Bank for account of this Corporation, and the Bank is hereby authorized to honor any or all thereof and other instruments and orders authorized to be paid by the Bank, including such as may bring about an overdraft and such as may be payable to or for the benefit of any signer thereof or other officer or employee individually without inquiry as to the circumstances of the issue or the disposition of the proceeds thereof and without limit as to amount:

3. That the bank is hereby authorized to accept for deposit for the account of this Corporation for credit, or for collection, or otherwise, any or all checks, drafts, notes and other instruments of every kind indorsed by any person or by hand stamp impression in the name of this Corporation or without endorsement.

4. That the \_\_\_\_\_ of this Corporation,

(Indicate by Title person authorized to sign. VIZ President, Vice President, Treasurer etc.)

signing \_\_\_\_\_

(Indicate how Notes etc. are to be signed viz. singly, jointly, any two etc.)

and their successors in office are hereby authorized to effect loans and advances at any time for this Corporation from the Bank, and for such loans and advances to make, execute and deliver promissory notes and other written obligations or evidences of indebtedness of this Corporation, applications for letters of credit, and any agreements or undertakings, general or specific, giving liens on, and rights and powers with respect, to, any property of this Corporation, and other agreements and undertakings, and as security for the payment of loans, advances, indebtedness and liabilities of this Corporation to pledge, hypothecate, mortgage, assign, transfer, indorse and deliver property of any description, real or personal, and any interest in and evidences of any thereof at any time held by this Corporation, and to execute instruments of transfer, powers of attorney and any other instruments which may be necessary or desirable in connection therewith; and also to sell to, or discount with, the Bank commercial paper, bills receivable, accounts receivable and other instruments and evidences of debt at any time held by this Corporation, and to that end to indorse, assign, transfer and deliver the same, and also to give any orders or consents for the delivery, sale, exchange or other disposition of any property or interest therein or evidences thereof belonging to this Corporation and at any time in the hands of the Bank, whether as collateral or otherwise.

5. That all loans, discounts and advances heretofore obtained on behalf of this Corporation and all notes and other obligations or evidences thereof of this Corporation held by the Bank are hereby approved, ratified, and confirmed.

6. That the officers of this Corporation or any one or more of them are hereby authorized to act for this Corporation in all other matters and transactions relating to any of its business with the bank.

7. That each of the foregoing resolutions and the authority thereby conferred shall remain in full force and effect until written notice of revocation or modification shall be received by the Bank; that the Secretary or any Assistant Secretary or any other officer of this Corporation is hereby authorized and directed to certify, under the seal of this Corporation or not, but with like effect in the latter case, to the Bank the foregoing resolutions, the names of the officers and other representatives of this Corporation, any changes from time to time in the said officers and representatives and specimens of their respective signatures; and that the Bank may conclusively assume that persons at any time certified to it to be officers or other representatives of this Corporation continue as such until receipt by the Bank of written notice to the contrary.

In Witness Whereof, I have hereunto set my hand as Secretary and affixed the seal of the said Corporation this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Secretary

\* ATTEST:

Official Designation



\*NOTE: - In case the Secretary is authorized to sign by the above resolutions, this certificate should be attested by a second officer or director of the Corporation.

## DEPOSITOR'S CONTRACT

The Bank of India (hereinafter called the "bank") is authorized to recognize signatures appearing on this form and on the specimen signature card in payment of funds or the transaction of any business for this account. It is agreed that all transactions between the bank and the signers hereof (the "depositor") shall be governed by this contract and with respect to any matters not otherwise covered hereby, by the provisions for Bank Collections of the New York Uniform Commercial Code.

Items received for deposit or collection are accepted on the following terms and conditions. The bank acts only as depositor's Collecting agent and assumes no responsibility beyond its exercise of ordinary care. All items are credited subject to final payment and to receipt of proceeds of final payment in cash or solvent credits by this bank at its own office. The bank may forward items to correspondents and shall not be liable except for its own negligence. The bank may waive demand, notice and protest on any items received for deposit or collection. Items and their proceeds may be handled by any Federal Reserve Bank in accordance with applicable Federal Reserve rules, and by the bank or any correspondent, in accordance with any common banking usage, with any practice or procedure that a Federal Reserve Bank may use or permit another bank to use, or with any other lawful means. The bank may charge back, at any time prior to midnight on its business day next following the day of receipt, any item drawn on itself which is ascertained to be drawn against insufficient funds or otherwise not good or payable. Items drawn on any other office of this bank will be regarded and handled for collection as items drawn on another bank. As item received after the bank's regular afternoon closing hour shall be deemed received on the next business day.

The bank will not pay checks which are presented prior to the clearance of deposits, unless there is a sufficient balance to the depositor's credit in addition to such deposits at the opening of business on the day of such presentment. Deposits are not posted to accounts until after regular banking hours on the day they are received by the bank. The bank will in no way be responsible or liable for certification or payment through error, inadvertence, negligence or carelessness of post-dated items.

The depositor will draw all checks on this account only on the office of the bank at which the account is open and the bank shall not be liable for failure to pay any checks not designated as drawn on such office.

The bank is authorized to mail statements and cancelled checks to the last address known to the bank.

The bank is authorized to charge this account a service charge in accordance with its rules, and should this account become dormant to make a monthly charge for maintenance.

The Bank is authorized to charge interest on any overdrafts that may occur in the account at a rate not less than 2 percent over prime rate and also to recover all legal and other costs that it may incur for recovery of such overdrafts along with interest.

The bank is authorized at any time to charge against this account the amount of any indebtedness which may be due, or become due, to it in any manner whatsoever.

If the bank is requested to stop payment on any item or items, depositor agrees to hold the bank harmless for all expenses and costs incurred by the bank on account of refusing payment of said item, and further agrees not to hold the bank liable on account of payment contrary to this request if same occurs through inadvertence, oversight, negligence or accident, or if by reason of such payment other items drawn by the depositor are returned insufficient. Written request for stop payment shall be effective for six months, but renewals may be made from time to time. No stop payment renewal or revocation shall be valid unless made in writing and served upon the bank.

THE PROVISIONS OF THE UNIFORM COMMERCIAL CODE OF THE STATE OF NEW YORK, LOCAL CLEARING HOUSE RULES AND GENERAL BANKING USAGE PREVAILING IN NEW YORK CITY SHALL BE DEEMED TO APPLY WITH RESPECT TO THE OBLIGATIONS OF THE BANK IN CONNECTION WITH ALL ITEMS. WHETHER OR NOT NEGOTIABLE, RECEIVED BY THE BANK OF MY/OUR ACCOUNT AND ALL ITEMS RECEIVED SHALL, IN THE ABSENCE OF EXPRESS AGREEMENT TO THE CONTRARY BE DEEMED TO HAVE BEEN RECEIVED FOR COLLECTION ONLY.

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**Authorised Signatory**

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**Print Name & Title**

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**Name of the Company**

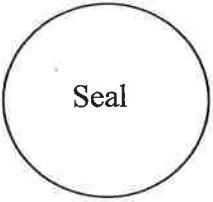
**CERTIFICATION OF OFFICERS**

\_\_\_\_\_ 20

I, the undersigned, do hereby certify to Bank of India, New York Branch that the present officers of \_\_\_\_\_  
duly elected to hold office until their respective successors are chosen, and empowered to act for and on  
behalf of this Corporation in any of its business with the said Bank within the authority prescribed in the  
resolution heretofore certified to the said Bank, are:

<b>TITLE</b>	<b>NAME</b>
President	_____
Vice President	_____
Secretary	_____
Treasurer/Cashier	_____

In *Witness Whereof*, I have hereunto set my hand as Secretary and affixed the Corporate Seal  
this \_\_\_\_\_ day of \_\_\_\_\_ 20 .



\_\_\_\_\_  
Secretary

**Re: Expedited Acceptance Agreement**

The undersigned, an individual (hereinafter the "Individual")/an officer of \_\_\_\_\_ (hereinafter the "Company") with full power and authority to execute and deliver agreements on behalf of the Individual/Company, acknowledges that Bank of India, New York Branch (the "Bank") has made available to the Individual/Company, a procedure for the expedited operation of Individual's/Company's account with respect to debiting funds from and crediting funds to Individual's/Company's accounts, or remitting funds to third parties from Individual's/Company's account or payments of funds pursuant to previously executed credited documents between the Bank and the Individual/Company, upon receipt of a fax instruction by the Bank from the Individual/Company.

The undersigned, acknowledges and agrees that the instructions given to the Bank by fax and acted upon by the Bank are irrevocable and binding upon the Individual/Company. The institution by the bank of any proceeding to enforce the obligations evidenced by the fax communicated to the Bank is not subject to any defense based upon the inability of the Bank to produce an original instruction. Further, the Individual/Company waives any objection and/or defense which may exist with respect to the Bank's enforcement of its right arising under the fax instruction.

Under this Agreement, the Individual/Company authorizes the Bank to act in compliance with the terms and conditions set forth in this letter, and any instructions received from an authorized representative of the Individual/Company.

The Individual/Company is fully aware of the risks associated with transmitting instructions via Letter or fax communication, and hereby authorizes the Bank to act in compliance with this Letter and upon any instruction received by fax communication, the Bank's understanding and any subsequent confirming document or communication sent by the Individual/Company or its representatives.

The Individual/Company hereby authorizes the Bank to act on and execute instructions received from the authorized signatories on it records.

As long as the Bank acts in compliance with the procedures set forth herein, it shall have no further duty to verify the identity or authority of the person giving or confirming the contents of any instruction. Notwithstanding any other provision hereof, the Bank shall have the right, in its sole discretion, to refuse to execute any instruction.

The Individual/Company agrees to be bound by any instruction whether or not authorized, issued in its name and accepted by the Bank in compliance with these procedures and against any loss, liability, claim, damage or expense (including legal fees) (collectively referred to herewith as "Claim") attributable to executing and accepting instructions in accordance with these procedures or action omitted to be taken, whether such claims are brought by the Individual/Company or its representatives or by any third party.

The procedure established by this Agreement may be varied or modified only by a written agreement signed by both parties. This agreement supersedes all prior agreements or practices in respect to instructions and may not be changed by an oral agreement or by a course of dealing or custom.

This Agreement shall be governed by the laws of the state of New York and any dispute in connection herewith shall be adjudicated in a Federal or New York State Court located in the City of New York.

\_\_\_\_\_  
(Name of Account)

\_\_\_\_\_  
(Authorised Signatory)

\_\_\_\_\_  
(Print Name)

AGREED AND ACCEPTED  
BANK OF INDIA  
NEW YORK BRANCH

Title:

Telephone:

Fax:

BY \_\_\_\_\_

Name:

Title:

## INFORMATION REGARDING CHECKING ACCOUNT

- i) ACCOUNT NAME :
- ii) ADDRESS :
- iii) ANNUAL INCOME OF COMPANY/  
INDIVIDUAL :  <25,000                       25,000-50,000  
 50,000 – 100,000            100,000 – 50,000  
 150,000-250,000            >250,000
- iv) MODE OF OPERATION :  Self                                       Either or Survivor  
 Anyone or Survivor            Joint or Survivor  
 Other (specify)
- v) PURPOSE OF ACCOUNT :  Savings            Sending remittance to India  
 Receiving Social Security Benefits  
 Receiving Salary  
 Other (specify)
- vi) USUAL ACTIVITY IN THE ACCT :  Collection of Check            Issue of checks  
 Cash receipts/payments  
 Receipt of wire transfers  
 Issue of wire transfers  
 Other (specify)
- vii) EXPECTED VOUME OF  
TRANSACTIONS IN A QUARTER :  <\$10,000                               \$10,000-25,000  
 \$25,000 – 50,000                 \$ 50,000 – 100,000  
 \$100,000 – 150,000            >\$150,000
- viii) SOURCE OF FUNDS :  Current income/wages                 Past savings  
 Pension/SS benefits                 Rent  
 Liquidation of Investments  
 Sale of property  
 Other (specify)
- ix) MODE OF FIRST DEPOSIT :
- x) EXPECTED NUMBER OF  
TRANSACTIONS IN A QUARTER :  upto 25            upto 50            upto 100  
 Above 100
- xi) EXPECTED AMOUNT OF EACH  
TRANSACTION :  upto \$ 10,000                       upto \$25,000  
 upto \$ 50,000                       Above \$ 50,000

\_\_\_\_\_  
Authorised signatory



## **APPENDIX A TO § 1010.230 Certification Regarding Beneficial Owners Of Legal Entity Customers**

### **I. GENERAL INSTRUCTIONS**

#### **What is this form?**

To help the government fight financial crime, Federal regulation requires certain financial institutions to obtain, verify, and record information about the beneficial owners of legal entity customers. Legal entities can be abused to disguise involvement in terrorist financing, money laundering, tax evasion, corruption, fraud, and other financial crimes. Requiring the disclosure of key individuals who own or control a legal entity (i.e., the beneficial owners) helps law enforcement investigate and prosecute these crimes.

#### **Who has to complete this form?**

This form must be completed by the person opening a new account on behalf of a legal entity with any of the following U.S. financial institutions: (i) a bank or credit union; (ii) a broker or dealer in securities; (iii) a mutual fund; (iv) a futures commission merchant; or (v) an introducing broker in commodities.

For the purposes of this form, a legal entity includes a corporation, limited liability company, or other entity that is created by a filing of a public document with a Secretary of State or similar office, a general partnership, and any similar business entity formed in the United States or a foreign country. Legal entity does not include sole proprietorships, unincorporated associations, or natural persons opening accounts on their own behalf.

#### **What information do I have to provide?**

This form requires you to provide the name, address, date of birth and Social Security number (or passport number or other similar information, in the case of foreign persons) for the following individuals (i.e., the beneficial owners):

- (i) Each individual, if any, who owns, directly or indirectly, 25 percent or more of the equity interests of the legal entity customer (e.g., each natural person that owns 25 percent or more of the shares of a corporation); and
- (ii) An individual with significant responsibility for managing the legal entity customer (e.g., a Chief Executive Officer, Chief Financial Officer, Chief Operating Officer, Managing Member, General Partner, President, Vice President, or Treasurer).

The number of individuals that satisfy this definition of "beneficial owner" may vary. Under section (i), depending on the factual circumstances, up to four individuals (but as few as zero) may need to be identified. Regardless of the number of individuals identified under section (i), you must provide the identifying information of one individual under section (ii). It is possible that in some circumstances the same individual might be identified under both sections (e.g., the President of Acme, Inc. who also holds a 30 percent equity interest). Thus, a completed form will contain the identifying information of at least one individual (under section (ii)), and up to five individuals (i.e., one individual under section (ii) and four 25 percent equity holders under section (i)). The financial institution may also ask to see a copy of a driver's license or other identifying document for each beneficial owner listed on this form.

**II. CERTIFICATION OF BENEFICIAL OWNER(S)**

**Persons opening an account on behalf of a legal entity must provide the following information:**

a. Name and Title of Natural Person Opening/Operating the Account:

---

b. Name and Address of Legal Entity for Which the Account is Being Opened/Account being operated:

---

c. The following information for each individual, if any, who, directly or indirectly, through any contract, arrangement, understanding, relationship or otherwise, owns 25 percent or more of the equity interests of the legal entity listed above:

d.

Name	Date of Birth (MM/DD/YYYY)	Address (Residential or Business Address)	For U.S. Persons: Social Security Number & Government issued ID	For Foreign Persons: Passport Number and Country of Issuance, or other similar identification number <sup>1</sup>	Percentage of Ownership

**(If no individual meets this definition, please write "Not Applicable.")**

<sup>1</sup>In lieu of a passport number, foreign persons may also provide an alien identification card number, or number and country of issuance of any other government-issued document evidencing nationality or residence and bearing a photograph or similar safeguard.

d. The following information for one individual with significant responsibility for managing the legal entity listed above, such as:

- An executive officer or senior manager (e.g., Chief Executive Officer, Chief Financial Officer, Chief Operating Officer, Managing Member, General Partner, President, Vice President, Treasurer); or
- Any other individual who regularly performs similar functions. (If appropriate, an individual listed under section (c) above may also be listed in this section (d)).

Name	Date of Birth (MM/DD/YYYY)	Address (Residential or Business Address)	For U.S. Persons: Social Security Number & Government issued ID	For Foreign Persons: Passport Number and Country of Issuance, or other similar identification number <sup>1</sup>	Percentage of Ownership

<sup>1</sup>In lieu of a passport number, foreign persons may also provide an alien identification card number, or number and country of issuance of any other government-issued document evidencing nationality or residence and bearing a photograph or similar safeguard.

I, \_\_\_\_\_ (name of natural person opening account), hereby certify, to the best of my knowledge, that the information provided above is complete and correct.

**Signature:**

**Print Name:**

**Position:**

**Date:**

**Place:**

**Bank of India New York Branch  
Additional details for the authorised signatory**

Sr. No	Details Required	Please provide your details below
1	Name of the Account	
2	Web site address of the Company (if applicable)	
3	E-mail IDs( Name, Designation and email ID for the concerned person dealing with your account)	1 2 3 4
4	Telephone/Fax Numbers (Name, Designation and Telephone Number for the concerned person dealing with your account)	1 2 3 4
5	Latest address for correspondence (Please enclose proof such Latest utility bill, Bank of Address or any public documents showing the address)	
6	Official E-Mail ID for sending the monthly e-statements	
7	List of Signatories	1 2 3 4 5

**Signature:**

**Print Name:**

**Position:**

**Date:**

**Bank of India, New York Branch**  
**Additional details of the Business Partners**

<b>Sr.No</b>	<b>List of Principal Suppliers or Vendors</b>	<b>Country of this Suppliers or Vendors you maintain business relationship</b>	<b>List of Principal Purchasers</b>	<b>Countries of this Purchasers you maintain business relationship</b>
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				

**Signature:**

**Print Name:**

**Position:**

**Date:**



**Certificate of Foreign Status of Beneficial Owner for United States Tax Withholding and Reporting (Individuals)**

(Rev. October 2021)

▶ For use by individuals. Entities must use Form W-8BEN-E.

OMB No. 1545-1621

Department of the Treasury  
Internal Revenue Service

▶ Go to [www.irs.gov/FormW8BEN](http://www.irs.gov/FormW8BEN) for instructions and the latest information.  
▶ Give this form to the withholding agent or payer. Do not send to the IRS.

**Do NOT use this form if:**

**Instead, use Form:**

- You are NOT an individual . . . . . W-8BEN-E
- You are a U.S. citizen or other U.S. person, including a resident alien individual . . . . . W-9
- You are a beneficial owner claiming that income is effectively connected with the conduct of trade or business within the United States (other than personal services) . . . . . W-8ECI
- You are a beneficial owner who is receiving compensation for personal services performed in the United States . . . . . 8233 or W-4
- You are a person acting as an intermediary . . . . . W-8IMY

**Note:** If you are resident in a FATCA partner jurisdiction (that is, a Model 1 IGA jurisdiction with reciprocity), certain tax account information may be provided to your jurisdiction of residence.

**Part I Identification of Beneficial Owner (see instructions)**

1 Name of individual who is the beneficial owner		2 Country of citizenship	
3 Permanent residence address (street, apt. or suite no., or rural route). Do not use a P.O. box or in-care-of address.			
City or town, state or province. Include postal code where appropriate.		Country	
4 Mailing address (if different from above)			
City or town, state or province. Include postal code where appropriate.		Country	
5 U.S. taxpayer identification number (SSN or ITIN), if required (see instructions)			
6a Foreign tax identifying number (see instructions)		6b Check if FTIN not legally required <input type="checkbox"/>	
7 Reference number(s) (see instructions)		8 Date of birth (MM-DD-YYYY) (see instructions)	

**Part II Claim of Tax Treaty Benefits (for chapter 3 purposes only) (see instructions)**

9 I certify that the beneficial owner is a resident of \_\_\_\_\_ within the meaning of the income tax treaty between the United States and that country.

10 **Special rates and conditions** (if applicable—see instructions): The beneficial owner is claiming the provisions of Article and paragraph \_\_\_\_\_ of the treaty identified on line 9 above to claim a \_\_\_\_\_ % rate of withholding on (specify type of income): \_\_\_\_\_

Explain the additional conditions in the Article and paragraph the beneficial owner meets to be eligible for the rate of withholding: \_\_\_\_\_

**Part III Certification**

Under penalties of perjury, I declare that I have examined the information on this form and to the best of my knowledge and belief it is true, correct, and complete. I further certify under penalties of perjury that:

- I am the individual that is the beneficial owner (or am authorized to sign for the individual that is the beneficial owner) of all the income or proceeds to which this form relates or am using this form to document myself for chapter 4 purposes;
- The person named on line 1 of this form is not a U.S. person;
- This form relates to:
  - (a) income not effectively connected with the conduct of a trade or business in the United States;
  - (b) income effectively connected with the conduct of a trade or business in the United States but is not subject to tax under an applicable income tax treaty;
  - (c) the partner's share of a partnership's effectively connected taxable income; or
  - (d) the partner's amount realized from the transfer of a partnership interest subject to withholding under section 1446(f);
- The person named on line 1 of this form is a resident of the treaty country listed on line 9 of the form (if any) within the meaning of the income tax treaty between the United States and that country; and
- For broker transactions or barter exchanges, the beneficial owner is an exempt foreign person as defined in the instructions.

Furthermore, I authorize this form to be provided to any withholding agent that has control, receipt, or custody of the income of which I am the beneficial owner or any withholding agent that can disburse or make payments of the income of which I am the beneficial owner. I agree that I will submit a new form within 30 days if any certification made on this form becomes incorrect.

**Sign Here**  I certify that I have the capacity to sign for the person identified on line 1 of this form.

\_\_\_\_\_  
Signature of beneficial owner (or individual authorized to sign for beneficial owner)

\_\_\_\_\_  
Date (MM-DD-YYYY)

\_\_\_\_\_  
Print name of signer



**Certificate of Status of Beneficial Owner for  
 United States Tax Withholding and Reporting (Entities)**

OMB No. 1545-1621

▶ For use by entities. Individuals must use Form W-8BEN. ▶ Section references are to the Internal Revenue Code.  
 ▶ Go to [www.irs.gov/FormW8BENE](http://www.irs.gov/FormW8BENE) for instructions and the latest information.  
 ▶ Give this form to the withholding agent or payer. Do not send to the IRS.

**Do NOT use this form for:**

**Instead use Form:**

- U.S. entity or U.S. citizen or resident . . . . . W-9
- A foreign individual . . . . . W-8BEN (Individual) or Form 8233
- A foreign individual or entity claiming that income is effectively connected with the conduct of trade or business within the United States (unless claiming treaty benefits) . . . . . W-8ECI
- A foreign partnership, a foreign simple trust, or a foreign grantor trust (unless claiming treaty benefits) (see instructions for exceptions) . . . W-8IMY
- A foreign government, international organization, foreign central bank of issue, foreign tax-exempt organization, foreign private foundation, or government of a U.S. possession claiming that income is effectively connected U.S. income or that is claiming the applicability of section(s) 115(2), 501(c), 892, 895, or 1443(b) (unless claiming treaty benefits) (see instructions for other exceptions) . . . . . W-8ECI or W-8EXP
- Any person acting as an intermediary (including a qualified intermediary acting as a qualified derivatives dealer) . . . . . W-8IMY

**Part I Identification of Beneficial Owner**

<b>1</b> Name of organization that is the beneficial owner	<b>2</b> Country of incorporation or organization
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**3** Name of disregarded entity receiving the payment (if applicable, see instructions)

**4** Chapter 3 Status (entity type) (Must check one box only):

<input type="checkbox"/> Simple trust	<input type="checkbox"/> Tax-exempt organization	<input type="checkbox"/> Complex trust	<input type="checkbox"/> Partnership
<input type="checkbox"/> Central Bank of Issue	<input type="checkbox"/> Private foundation	<input type="checkbox"/> Estate	<input type="checkbox"/> Foreign Government - Controlled Entity
<input type="checkbox"/> Grantor trust	<input type="checkbox"/> Disregarded entity	<input type="checkbox"/> International organization	<input type="checkbox"/> Foreign Government - Integral Part

If you entered disregarded entity, partnership, simple trust, or grantor trust above, is the entity a hybrid making a treaty claim? If "Yes," complete Part III.  Yes  No

**5** Chapter 4 Status (FATCA status) (See instructions for details and complete the certification below for the entity's applicable status.)

<input type="checkbox"/> Nonparticipating FFI (including an FFI related to a Reporting IGA FFI other than a deemed-compliant FFI, participating FFI, or exempt beneficial owner).  <input type="checkbox"/> Participating FFI. <input type="checkbox"/> Reporting Model 1 FFI. <input type="checkbox"/> Reporting Model 2 FFI. <input type="checkbox"/> Registered deemed-compliant FFI (other than a reporting Model 1 FFI, sponsored FFI, or nonreporting IGA FFI covered in Part XII). See instructions.  <input type="checkbox"/> Sponsored FFI. Complete Part IV. <input type="checkbox"/> Certified deemed-compliant nonregistering local bank. Complete Part V. <input type="checkbox"/> Certified deemed-compliant FFI with only low-value accounts. Complete Part VI. <input type="checkbox"/> Certified deemed-compliant sponsored, closely held investment vehicle. Complete Part VII. <input type="checkbox"/> Certified deemed-compliant limited life debt investment entity. Complete Part VIII. <input type="checkbox"/> Certain investment entities that do not maintain financial accounts. Complete Part IX. <input type="checkbox"/> Owner-documented FFI. Complete Part X. <input type="checkbox"/> Restricted distributor. Complete Part XI.	<input type="checkbox"/> Nonreporting IGA FFI. Complete Part XII. <input type="checkbox"/> Foreign government, government of a U.S. possession, or foreign central bank of issue. Complete Part XIII.  <input type="checkbox"/> International organization. Complete Part XIV. <input type="checkbox"/> Exempt retirement plans. Complete Part XV. <input type="checkbox"/> Entity wholly owned by exempt beneficial owners. Complete Part XVI. <input type="checkbox"/> Territory financial institution. Complete Part XVII. <input type="checkbox"/> Excepted nonfinancial group entity. Complete Part XVIII. <input type="checkbox"/> Excepted nonfinancial start-up company. Complete Part XIX. <input type="checkbox"/> Excepted nonfinancial entity in liquidation or bankruptcy. Complete Part XX.  <input type="checkbox"/> 501(c) organization. Complete Part XXI. <input type="checkbox"/> Nonprofit organization. Complete Part XXII. <input type="checkbox"/> Publicly traded NFFE or NFFE affiliate of a publicly traded corporation. Complete Part XXIII. <input type="checkbox"/> Excepted territory NFFE. Complete Part XXIV. <input type="checkbox"/> Active NFFE. Complete Part XXV. <input type="checkbox"/> Passive NFFE. Complete Part XXVI. <input type="checkbox"/> Excepted inter-affiliate FFI. Complete Part XXVII. <input type="checkbox"/> Direct reporting NFFE. <input type="checkbox"/> Sponsored direct reporting NFFE. Complete Part XXVIII. <input type="checkbox"/> Account that is not a financial account.
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**6** Permanent residence address (street, apt. or suite no., or rural route). **Do not use a P.O. box or in-care-of address** (other than a registered address).

City or town, state or province. Include postal code where appropriate.	Country
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**7** Mailing address (if different from above)

City or town, state or province. Include postal code where appropriate.	Country
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**Part I Identification of Beneficial Owner (continued)**

**8** U.S. taxpayer identification number (TIN), if required \_\_\_\_\_

<b>9a</b> GIIN _____	<b>b</b> Foreign TIN _____	<b>c</b> Check if FTIN not legally required. . . . . <input type="checkbox"/>
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**10** Reference number(s) (see instructions) \_\_\_\_\_

**Note:** Please complete remainder of the form including signing the form in Part XXX.

**Part II Disregarded Entity or Branch Receiving Payment.** (Complete only if a disregarded entity with a GIIN or a branch of an FFI in a country other than the FFI's country of residence. See instructions.)

- 11** Chapter 4 Status (FATCA status) of disregarded entity or branch receiving payment
- Branch treated as nonparticipating FFI.       Reporting Model 1 FFI.       U.S. Branch.
- Participating FFI.       Reporting Model 2 FFI.
- 12** Address of disregarded entity or branch (street, apt. or suite no., or rural route). **Do not use a P.O. box or in-care-of address** (other than a registered address).

City or town, state or province. Include postal code where appropriate.

Country \_\_\_\_\_

**13** GIIN (if any) \_\_\_\_\_

**Part III Claim of Tax Treaty Benefits (if applicable).** (For chapter 3 purposes only.)

- 14** I certify that (check all that apply):
- a**  The beneficial owner is a resident of \_\_\_\_\_ within the meaning of the income tax treaty between the United States and that country.
- b**  The beneficial owner derives the item (or items) of income for which the treaty benefits are claimed, and, if applicable, meets the requirements of the treaty provision dealing with limitation on benefits. The following are types of limitation on benefits provisions that may be included in an applicable tax treaty (check only one; see instructions):
- |  |   |
|--|---|
| <input type="checkbox"/> Government                                  | <input type="checkbox"/> Company that meets the ownership and base erosion test                         |
| <input type="checkbox"/> Tax-exempt pension trust or pension fund    | <input type="checkbox"/> Company that meets the derivative benefits test                                |
| <input type="checkbox"/> Other tax-exempt organization               | <input type="checkbox"/> Company with an item of income that meets active trade or business test        |
| <input type="checkbox"/> Publicly traded corporation                 | <input type="checkbox"/> Favorable discretionary determination by the U.S. competent authority received |
| <input type="checkbox"/> Subsidiary of a publicly traded corporation | <input type="checkbox"/> No LOB article in treaty   |
|  | <input type="checkbox"/> Other (specify Article and paragraph): _____                                   |
- c**  The beneficial owner is claiming treaty benefits for U.S. source dividends received from a foreign corporation or interest from a U.S. trade or business of a foreign corporation and meets qualified resident status (see instructions).

**15 Special rates and conditions** (if applicable—see instructions):  
 The beneficial owner is claiming the provisions of Article and paragraph \_\_\_\_\_  
 of the treaty identified on line 14a above to claim a \_\_\_\_\_ % rate of withholding on (specify type of income): \_\_\_\_\_  
 Explain the additional conditions in the Article the beneficial owner meets to be eligible for the rate of withholding: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**Part IV Sponsored FFI**

- 16** Name of sponsoring entity: \_\_\_\_\_
- 17 Check whichever box applies.**
- I certify that the entity identified in Part I:
- Is an investment entity;
  - Is not a QI, WP (except to the extent permitted in the withholding foreign partnership agreement), or WT; **and**
  - Has agreed with the entity identified above (that is not a nonparticipating FFI) to act as the sponsoring entity for this entity.
- I certify that the entity identified in Part I:
- Is a controlled foreign corporation as defined in section 957(a);
  - Is not a QI, WP, or WT;
  - Is wholly owned, directly or indirectly, by the U.S. financial institution identified above that agrees to act as the sponsoring entity for this entity; **and**
  - Shares a common electronic account system with the sponsoring entity (identified above) that enables the sponsoring entity to identify all account holders and payees of the entity and to access all account and customer information maintained by the entity including, but not limited to, customer identification information, customer documentation, account balance, and all payments made to account holders or payees.

**Part V Certified Deemed-Compliant Nonregistering Local Bank**18  I certify that the FFI identified in Part I:

- Operates and is licensed solely as a bank or credit union (or similar cooperative credit organization operated without profit) in its country of incorporation or organization;
- Engages primarily in the business of receiving deposits from and making loans to, with respect to a bank, retail customers unrelated to such bank and, with respect to a credit union or similar cooperative credit organization, members, provided that no member has a greater than 5% interest in such credit union or cooperative credit organization;
- Does not solicit account holders outside its country of organization;
- Has no fixed place of business outside such country (for this purpose, a fixed place of business does not include a location that is not advertised to the public and from which the FFI performs solely administrative support functions);
- Has no more than \$175 million in assets on its balance sheet and, if it is a member of an expanded affiliated group, the group has no more than \$500 million in total assets on its consolidated or combined balance sheets; **and**
- Does not have any member of its expanded affiliated group that is a foreign financial institution, other than a foreign financial institution that is incorporated or organized in the same country as the FFI identified in Part I and that meets the requirements set forth in this part.

**Part VI Certified Deemed-Compliant FFI with Only Low-Value Accounts**19  I certify that the FFI identified in Part I:

- Is not engaged primarily in the business of investing, reinvesting, or trading in securities, partnership interests, commodities, notional principal contracts, insurance or annuity contracts, or any interest (including a futures or forward contract or option) in such security, partnership interest, commodity, notional principal contract, insurance contract or annuity contract;
- No financial account maintained by the FFI or any member of its expanded affiliated group, if any, has a balance or value in excess of \$50,000 (as determined after applying applicable account aggregation rules); **and**
- Neither the FFI nor the entire expanded affiliated group, if any, of the FFI, have more than \$50 million in assets on its consolidated or combined balance sheet as of the end of its most recent accounting year.

**Part VII Certified Deemed-Compliant Sponsored, Closely Held Investment Vehicle**

20 Name of sponsoring entity: \_\_\_\_\_

21  I certify that the entity identified in Part I:

- Is an FFI solely because it is an investment entity described in Regulations section 1.1471-5(e)(4);
- Is not a QI, WP, or WT;
- Will have all of its due diligence, withholding, and reporting responsibilities (determined as if the FFI were a participating FFI) fulfilled by the sponsoring entity identified on line 20; **and**
- 20 or fewer individuals own all of the debt and equity interests in the entity (disregarding debt interests owned by U.S. financial institutions, participating FFIs, registered deemed-compliant FFIs, and certified deemed-compliant FFIs and equity interests owned by an entity if that entity owns 100% of the equity interests in the FFI and is itself a sponsored FFI).

**Part VIII Certified Deemed-Compliant Limited Life Debt Investment Entity**22  I certify that the entity identified in Part I:

- Was in existence as of January 17, 2013;
- Issued all classes of its debt or equity interests to investors on or before January 17, 2013, pursuant to a trust indenture or similar agreement; **and**
- Is certified deemed-compliant because it satisfies the requirements to be treated as a limited life debt investment entity (such as the restrictions with respect to its assets and other requirements under Regulations section 1.1471-5(f)(2)(iv)).

**Part IX Certain Investment Entities that Do Not Maintain Financial Accounts**23  I certify that the entity identified in Part I:

- Is a financial institution solely because it is an investment entity described in Regulations section 1.1471-5(e)(4)(i)(A), **and**
- Does not maintain financial accounts.

**Part X Owner-Documented FFI**

**Note:** This status only applies if the U.S. financial institution, participating FFI, or reporting Model 1 FFI to which this form is given has agreed that it will treat the FFI as an owner-documented FFI (see instructions for eligibility requirements). In addition, the FFI must make the certifications below.

24a  (All owner-documented FFIs check here) I certify that the FFI identified in Part I:

- Does not act as an intermediary;
- Does not accept deposits in the ordinary course of a banking or similar business;
- Does not hold, as a substantial portion of its business, financial assets for the account of others;
- Is not an insurance company (or the holding company of an insurance company) that issues or is obligated to make payments with respect to a financial account;
- Is not owned by or in an expanded affiliated group with an entity that accepts deposits in the ordinary course of a banking or similar business, holds, as a substantial portion of its business, financial assets for the account of others, or is an insurance company (or the holding company of an insurance company) that issues or is obligated to make payments with respect to a financial account;
- Does not maintain a financial account for any nonparticipating FFI; **and**
- Does not have any specified U.S. persons that own an equity interest or debt interest (other than a debt interest that is not a financial account or that has a balance or value not exceeding \$50,000) in the FFI other than those identified on the FFI owner reporting statement.

**Part X Owner-Documented FFI (continued)****Check box 24b or 24c, whichever applies.**

- b**  I certify that the FFI identified in Part I:
- Has provided, or will provide, an FFI owner reporting statement that contains:
    - (i) The name, address, TIN (if any), chapter 4 status, and type of documentation provided (if required) of every individual and specified U.S. person that owns a direct or indirect equity interest in the owner-documented FFI (looking through all entities other than specified U.S. persons);
    - (ii) The name, address, TIN (if any), and chapter 4 status of every individual and specified U.S. person that owns a debt interest in the owner-documented FFI (including any indirect debt interest, which includes debt interests in any entity that directly or indirectly owns the payee or any direct or indirect equity interest in a debt holder of the payee) that constitutes a financial account in excess of \$50,000 (disregarding all such debt interests owned by participating FFIs, registered deemed-compliant FFIs, certified deemed-compliant FFIs, excepted NFFEs, exempt beneficial owners, or U.S. persons other than specified U.S. persons); **and**
    - (iii) Any additional information the withholding agent requests in order to fulfill its obligations with respect to the entity.
  - Has provided, or will provide, valid documentation meeting the requirements of Regulations section 1.1471-3(d)(6)(iii) for each person identified in the FFI owner reporting statement.
- c**  I certify that the FFI identified in Part I has provided, or will provide, an auditor's letter, signed within 4 years of the date of payment, from an independent accounting firm or legal representative with a location in the United States stating that the firm or representative has reviewed the FFI's documentation with respect to all of its owners and debt holders identified in Regulations section 1.1471-3(d)(6)(iv)(A)(2), and that the FFI meets all the requirements to be an owner-documented FFI. The FFI identified in Part I has also provided, or will provide, an FFI owner reporting statement of its owners that are specified U.S. persons and Form(s) W-9, with applicable waivers.

**Check box 24d if applicable (optional, see instructions).**

- d**  I certify that the entity identified on line 1 is a trust that does not have any contingent beneficiaries or designated classes with unidentified beneficiaries.

**Part XI Restricted Distributor**

- 25a**  (All restricted distributors check here) I certify that the entity identified in Part I:
- Operates as a distributor with respect to debt or equity interests of the restricted fund with respect to which this form is furnished;
  - Provides investment services to at least 30 customers unrelated to each other and less than half of its customers are related to each other;
  - Is required to perform AML due diligence procedures under the anti-money laundering laws of its country of organization (which is an FATF-compliant jurisdiction);
  - Operates solely in its country of incorporation or organization, has no fixed place of business outside of that country, and has the same country of incorporation or organization as all members of its affiliated group, if any;
  - Does not solicit customers outside its country of incorporation or organization;
  - Has no more than \$175 million in total assets under management and no more than \$7 million in gross revenue on its income statement for the most recent accounting year;
  - Is not a member of an expanded affiliated group that has more than \$500 million in total assets under management or more than \$20 million in gross revenue for its most recent accounting year on a combined or consolidated income statement; **and**
  - Does not distribute any debt or securities of the restricted fund to specified U.S. persons, passive NFFEs with one or more substantial U.S. owners, or nonparticipating FFIs.

**Check box 25b or 25c, whichever applies.**

I further certify that with respect to all sales of debt or equity interests in the restricted fund with respect to which this form is furnished that are made after December 31, 2011, the entity identified in Part I:

- b**  Has been bound by a distribution agreement that contained a general prohibition on the sale of debt or securities to U.S. entities and U.S. resident individuals and is currently bound by a distribution agreement that contains a prohibition of the sale of debt or securities to any specified U.S. person, passive NFFE with one or more substantial U.S. owners, or nonparticipating FFI.
- c**  Is currently bound by a distribution agreement that contains a prohibition on the sale of debt or securities to any specified U.S. person, passive NFFE with one or more substantial U.S. owners, or nonparticipating FFI and, for all sales made prior to the time that such a restriction was included in its distribution agreement, has reviewed all accounts related to such sales in accordance with the procedures identified in Regulations section 1.1471-4(c) applicable to preexisting accounts and has redeemed or retired any, or caused the restricted fund to transfer the securities to a distributor that is a participating FFI or reporting Model 1 FFI securities which were sold to specified U.S. persons, passive NFFEs with one or more substantial U.S. owners, or nonparticipating FFIs.

**Part XII Nonreporting IGA FFI**26  I certify that the entity identified in Part I:

- Meets the requirements to be considered a nonreporting financial institution pursuant to an applicable IGA between the United States and \_\_\_\_\_ . The applicable IGA is a  Model 1 IGA or a  Model 2 IGA; and is treated as a \_\_\_\_\_ under the provisions of the applicable IGA or Treasury regulations (if applicable, see instructions);
- If you are a trustee documented trust or a sponsored entity, provide the name of the trustee or sponsor \_\_\_\_\_ . The trustee is:  U.S.  Foreign

**Part XIII Foreign Government, Government of a U.S. Possession, or Foreign Central Bank of Issue**27  I certify that the entity identified in Part I is the beneficial owner of the payment, and is not engaged in commercial financial activities of a type engaged in by an insurance company, custodial institution, or depository institution with respect to the payments, accounts, or obligations for which this form is submitted (except as permitted in Regulations section 1.1471-6(h)(2)).**Part XIV International Organization**

Check box 28a or 28b, whichever applies.

28a  I certify that the entity identified in Part I is an international organization described in section 7701(a)(18).b  I certify that the entity identified in Part I:

- Is comprised primarily of foreign governments;
- Is recognized as an intergovernmental or supranational organization under a foreign law similar to the International Organizations Immunities Act or that has in effect a headquarters agreement with a foreign government;
- The benefit of the entity's income does not inure to any private person; **and**
- Is the beneficial owner of the payment and is not engaged in commercial financial activities of a type engaged in by an insurance company, custodial institution, or depository institution with respect to the payments, accounts, or obligations for which this form is submitted (except as permitted in Regulations section 1.1471-6(h)(2)).

**Part XV Exempt Retirement Plans**

Check box 29a, b, c, d, e, or f, whichever applies.

29a  I certify that the entity identified in Part I:

- Is established in a country with which the United States has an income tax treaty in force (see Part III if claiming treaty benefits);
- Is operated principally to administer or provide pension or retirement benefits; **and**
- Is entitled to treaty benefits on income that the fund derives from U.S. sources (or would be entitled to benefits if it derived any such income) as a resident of the other country which satisfies any applicable limitation on benefits requirement.

b  I certify that the entity identified in Part I:

- Is organized for the provision of retirement, disability, or death benefits (or any combination thereof) to beneficiaries that are former employees of one or more employers in consideration for services rendered;
- No single beneficiary has a right to more than 5% of the FFI's assets;
- Is subject to government regulation and provides annual information reporting about its beneficiaries to the relevant tax authorities in the country in which the fund is established or operated; **and**
  - (i) Is generally exempt from tax on investment income under the laws of the country in which it is established or operates due to its status as a retirement or pension plan;
  - (ii) Receives at least 50% of its total contributions from sponsoring employers (disregarding transfers of assets from other plans described in this part, retirement and pension accounts described in an applicable Model 1 or Model 2 IGA, other retirement funds described in an applicable Model 1 or Model 2 IGA, or accounts described in Regulations section 1.1471-5(b)(2)(i)(A));
  - (iii) Either does not permit or penalizes distributions or withdrawals made before the occurrence of specified events related to retirement, disability, or death (except rollover distributions to accounts described in Regulations section 1.1471-5(b)(2)(i)(A) (referring to retirement and pension accounts), to retirement and pension accounts described in an applicable Model 1 or Model 2 IGA, or to other retirement funds described in this part or in an applicable Model 1 or Model 2 IGA); **or**
  - (iv) Limits contributions by employees to the fund by reference to earned income of the employee or may not exceed \$50,000 annually.

c  I certify that the entity identified in Part I:

- Is organized for the provision of retirement, disability, or death benefits (or any combination thereof) to beneficiaries that are former employees of one or more employers in consideration for services rendered;
- Has fewer than 50 participants;
- Is sponsored by one or more employers each of which is not an investment entity or passive NFFE;
- Employee and employer contributions to the fund (disregarding transfers of assets from other plans described in this part, retirement and pension accounts described in an applicable Model 1 or Model 2 IGA, or accounts described in Regulations section 1.1471-5(b)(2)(i)(A)) are limited by reference to earned income and compensation of the employee, respectively;
- Participants that are not residents of the country in which the fund is established or operated are not entitled to more than 20% of the fund's assets; **and**
- Is subject to government regulation and provides annual information reporting about its beneficiaries to the relevant tax authorities in the country in which the fund is established or operates.

**Part XV Exempt Retirement Plans (continued)**

- d**  I certify that the entity identified in Part I is formed pursuant to a pension plan that would meet the requirements of section 401(a), other than the requirement that the plan be funded by a trust created or organized in the United States.
- e**  I certify that the entity identified in Part I is established exclusively to earn income for the benefit of one or more retirement funds described in this part or in an applicable Model 1 or Model 2 IGA, or accounts described in Regulations section 1.1471-5(b)(2)(i)(A) (referring to retirement and pension accounts), or retirement and pension accounts described in an applicable Model 1 or Model 2 IGA.
- f**  I certify that the entity identified in Part I:
- Is established and sponsored by a foreign government, international organization, central bank of issue, or government of a U.S. possession (each as defined in Regulations section 1.1471-6) or an exempt beneficial owner described in an applicable Model 1 or Model 2 IGA to provide retirement, disability, or death benefits to beneficiaries or participants that are current or former employees of the sponsor (or persons designated by such employees); or
  - Is established and sponsored by a foreign government, international organization, central bank of issue, or government of a U.S. possession (each as defined in Regulations section 1.1471-6) or an exempt beneficial owner described in an applicable Model 1 or Model 2 IGA to provide retirement, disability, or death benefits to beneficiaries or participants that are not current or former employees of such sponsor, but are in consideration of personal services performed for the sponsor.

**Part XVI Entity Wholly Owned by Exempt Beneficial Owners**

- 30**  I certify that the entity identified in Part I:
- Is an FFI solely because it is an investment entity;
  - Each direct holder of an equity interest in the investment entity is an exempt beneficial owner described in Regulations section 1.1471-6 or in an applicable Model 1 or Model 2 IGA;
  - Each direct holder of a debt interest in the investment entity is either a depository institution (with respect to a loan made to such entity) or an exempt beneficial owner described in Regulations section 1.1471-6 or an applicable Model 1 or Model 2 IGA.
  - Has provided an owner reporting statement that contains the name, address, TIN (if any), chapter 4 status, and a description of the type of documentation provided to the withholding agent for every person that owns a debt interest constituting a financial account or direct equity interest in the entity; **and**
  - Has provided documentation establishing that every owner of the entity is an entity described in Regulations section 1.1471-6(b), (c), (d), (e), (f) and/or (g) without regard to whether such owners are beneficial owners.

**Part XVII Territory Financial Institution**

- 31**  I certify that the entity identified in Part I is a financial institution (other than an investment entity) that is incorporated or organized under the laws of a possession of the United States.

**Part XVIII Excepted Nonfinancial Group Entity**

- 32**  I certify that the entity identified in Part I:
- Is a holding company, treasury center, or captive finance company and substantially all of the entity's activities are functions described in Regulations section 1.1471-5(e)(5)(i)(C) through (E);
  - Is a member of a nonfinancial group described in Regulations section 1.1471-5(e)(5)(i)(B);
  - Is not a depository or custodial institution (other than for members of the entity's expanded affiliated group); **and**
  - Does not function (or hold itself out) as an investment fund, such as a private equity fund, venture capital fund, leveraged buyout fund, or any investment vehicle with an investment strategy to acquire or fund companies and then hold interests in those companies as capital assets for investment purposes.

**Part XIX Excepted Nonfinancial Start-Up Company**

- 33**  I certify that the entity identified in Part I:
- Was formed on (or, in the case of a new line of business, the date of board resolution approving the new line of business) \_\_\_\_\_ (date must be less than 24 months prior to date of payment);
  - Is not yet operating a business and has no prior operating history or is investing capital in assets with the intent to operate a new line of business other than that of a financial institution or passive NFFE;
  - Is investing capital into assets with the intent to operate a business other than that of a financial institution; **and**
  - Does not function (or hold itself out) as an investment fund, such as a private equity fund, venture capital fund, leveraged buyout fund, or any investment vehicle whose purpose is to acquire or fund companies and then hold interests in those companies as capital assets for investment purposes.

**Part XX Excepted Nonfinancial Entity in Liquidation or Bankruptcy**

- 34**  I certify that the entity identified in Part I:
- Filed a plan of liquidation, filed a plan of reorganization, or filed for bankruptcy on \_\_\_\_\_;
  - During the past 5 years has not been engaged in business as a financial institution or acted as a passive NFFE;
  - Is either liquidating or emerging from a reorganization or bankruptcy with the intent to continue or recommence operations as a nonfinancial entity; **and**
  - Has, or will provide, documentary evidence such as a bankruptcy filing or other public documentation that supports its claim if it remains in bankruptcy or liquidation for more than 3 years.

**Part XXI 501(c) Organization**

**35**  I certify that the entity identified in Part I is a 501(c) organization that:

- Has been issued a determination letter from the IRS that is currently in effect concluding that the payee is a section 501(c) organization that is dated \_\_\_\_\_; or
- Has provided a copy of an opinion from U.S. counsel certifying that the payee is a section 501(c) organization (without regard to whether the payee is a foreign private foundation).

**Part XXII Nonprofit Organization**

**36**  I certify that the entity identified in Part I is a nonprofit organization that meets the following requirements.

- The entity is established and maintained in its country of residence exclusively for religious, charitable, scientific, artistic, cultural or educational purposes;
- The entity is exempt from income tax in its country of residence;
- The entity has no shareholders or members who have a proprietary or beneficial interest in its income or assets;
- Neither the applicable laws of the entity's country of residence nor the entity's formation documents permit any income or assets of the entity to be distributed to, or applied for the benefit of, a private person or noncharitable entity other than pursuant to the conduct of the entity's charitable activities or as payment of reasonable compensation for services rendered or payment representing the fair market value of property which the entity has purchased; **and**
- The applicable laws of the entity's country of residence or the entity's formation documents require that, upon the entity's liquidation or dissolution, all of its assets be distributed to an entity that is a foreign government, an integral part of a foreign government, a controlled entity of a foreign government, or another organization that is described in this part or escheats to the government of the entity's country of residence or any political subdivision thereof.

**Part XXIII Publicly Traded NFFE or NFFE Affiliate of a Publicly Traded Corporation**

**Check box 37a or 37b, whichever applies.**

**37a**  I certify that:

- The entity identified in Part I is a foreign corporation that is not a financial institution; **and**
- The stock of such corporation is regularly traded on one or more established securities markets, including \_\_\_\_\_ (name one securities exchange upon which the stock is regularly traded).

**b**  I certify that:

- The entity identified in Part I is a foreign corporation that is not a financial institution;
- The entity identified in Part I is a member of the same expanded affiliated group as an entity the stock of which is regularly traded on an established securities market;
- The name of the entity, the stock of which is regularly traded on an established securities market, is \_\_\_\_\_; **and**
- The name of the securities market on which the stock is regularly traded is \_\_\_\_\_.

**Part XXIV Excepted Territory NFFE**

**38**  I certify that:

- The entity identified in Part I is an entity that is organized in a possession of the United States;
- The entity identified in Part I:
  - (i) Does not accept deposits in the ordinary course of a banking or similar business;
  - (ii) Does not hold, as a substantial portion of its business, financial assets for the account of others; **or**
  - (iii) Is not an insurance company (or the holding company of an insurance company) that issues or is obligated to make payments with respect to a financial account; **and**
- All of the owners of the entity identified in Part I are bona fide residents of the possession in which the NFFE is organized or incorporated.

**Part XXV Active NFFE**

**39**  I certify that:

- The entity identified in Part I is a foreign entity that is not a financial institution;
- Less than 50% of such entity's gross income for the preceding calendar year is passive income; **and**
- Less than 50% of the assets held by such entity are assets that produce or are held for the production of passive income (calculated as a weighted average of the percentage of passive assets measured quarterly) (see instructions for the definition of passive income).

**Part XXVI Passive NFFE**

**40a**  I certify that the entity identified in Part I is a foreign entity that is not a financial institution (other than an investment entity organized in a possession of the United States) and is not certifying its status as a publicly traded NFFE (or affiliate), excepted territory NFFE, active NFFE, direct reporting NFFE, or sponsored direct reporting NFFE.

**Check box 40b or 40c, whichever applies.**

- b**  I further certify that the entity identified in Part I has no substantial U.S. owners (or, if applicable, no controlling U.S. persons); **or**
- c**  I further certify that the entity identified in Part I has provided the name, address, and TIN of each substantial U.S. owner (or, if applicable, controlling U.S. person) of the NFFE in Part XXIX.





**New York Branch**

277 Park Avenue, New York - 10172

Tel: 212-753-6100 Fax: 212-588-8958

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**CHECKING/BASIC CHECKING DEPOSIT ACCOUNT AGREEMENT AND DISCLOSURE**

**TERMS AND CONDITIONS**

In this Account Agreement and Disclosure, each and all of the depositors (members) are referred to as "Account Holder", "you", and "your." The Financial Institution is referred to as "we," "our," and "us." This Agreement contains the terms and conditions governing your Checking/Basic Checking deposit accounts with us. As used in this document, the term "Agreement" means this document, the signature card, a Funds Availability Policy Disclosure, and an Electronic Funds Transfer Agreement and Disclosure, if applicable. Each of you signing the signature card for this deposit account acknowledges receipt of this Agreement, and agrees to the terms set forth in the Agreement, as amended from time to time. You agree that we may waive, in our sole discretion, any fee, charge, term, or condition set forth in this Agreement at the time the Account is opened or subsequent thereto, on a one-time basis or for any period or duration, without changing the terms of the Agreement or your obligation to be bound by the Agreement, and we are not obligated to provide similar waivers in the future or waive our rights to enforce the terms of this Agreement.



## **USA PATRIOT Act**

To help the United States government fight the funding of terrorism and money laundering activities, the federal law of the United States requires all financial institutions to obtain, verify and record information that identifies each person who opens an account.

What this means for you:

- If you are an individual, when you open an account we will ask for your (i) name, (ii) residential address, (iii) date of birth, (iv) social security or other U.S. taxpayer identification number, or, if you are not a citizen or resident of the United States, a passport number and country of issuance or the number and country of issuance of any other government issued document evidencing nationality or residence and bearing a photograph or similar safeguard, and (v) such other information or documents that we consider necessary to identify you.
- If you are a corporation, partnership, trust or other entity, when you open an account we will ask for your (i) name, (ii) address (either your principal place of business, a local office or other physical location), (iii) a U.S. taxpayer identification number, or if you are not organized or resident in the United States or filing U.S. income tax returns, the number and country of issuance of any other government-issued document certifying the existence of your organization, and (iv) such other information or documents that we consider necessary to identify you, such as articles of incorporation, a government-issued business license, a partnership agreement or a trust instrument.

## **Unlawful Internet Gambling Enforcement Act (UIGEA) and Regulation GG (Prohibition on Funding of Unlawful Internet gambling)**

Please be additionally advised that UIGEA and Regulation GG prohibit you from processing restricted transactions through your account or relationship. Restricted transactions include but are not limited to those in which credit, electronic funds transfers, checks or drafts are knowingly accepted by gambling businesses in connection with the participation by others in internet gambling which is unlawful under any applicable Federal or State law.



**New York Branch**  
277 Park Avenue  
New York, NY 10172  
Tel. No. (212) 753-6100  
**Member FDIC**  
(Truth-in-Savings)

## **Regulations, Conditions and Disclosures for Checking Deposit Accounts**

### **INTRODUCTION**

The following explains, in non-technical language, the terms and conditions of Checking Accounts of the Bank, as well as explains the Bank's regulations governing the account. The word 'disclosure' is used by the Government to describe this written explanation to you. The Bank's officers would be happy to assist you, if you need more information.

### **NATURE OF THE ACCOUNT**

A Checking Account is a deposit account where it is possible to make deposits and withdrawals. The balance in this account does not earn interest.

### **HOW TO OPEN A CHECKING ACCOUNT**

The account may be opened by one or more individuals or in the name of corporates. Those desirous of opening such an account should provide the following to the Bank

- Proof of identity of all individuals involved
- Proof of their addresses
- Proof of legal status of the individual / organization
- Details about occupation / business
- References / introductions acceptable to the bank.

Account will be opened only after the Bank has completed verification of the details provided and the Bank determines, at its sole discretion that the account is an acceptable one.

### **INITIAL DEPOSIT REQUIRED FOR OPENING AN ACCOUNT**

The initial amount required to open an account is, presently, USD 2,500.00 for Corporates and USD 500.00 for Individuals. This will constitute your stipulated MINIMUM BALANCE which you are expected to maintain in the account, on a daily basis, in order to avoid Service Charges. You may make additional deposits of any amount at any time. You may make withdrawals and transfers provided sufficient balance is available in the account. A fee may be charged for transfers.

## **SERVICE CHARGES**

Please refer to the section titled 'Schedule of Charges' for all our fee on various service

## **JOINT ACCOUNTS**

An account opened by two or more persons is a joint account with the right of survivorship. This means that either of you (in case of account in the name of two persons) or any one of you (in case of account in the name of more than two persons) may make deposits and withdrawals. Either of you / any one of you may endorse for deposit checks payable to either of you / any one of you or both of you / any two or more or all of you. Both of you / any one of you is authorized to act for the other / rest and the Bank may accept instructions regarding the operations in the account from either of you / any one of you. In effect, either of you / anyone of you may control the account as if it were your own. Unless the Bank receives written notice to the contrary, signed by either of you / any one of you, the Bank will not be liable to any individual for continuing to honor orders drawn by or withdrawal requests from either of you / any one of you. If we receive instructions from either of you / any one of you as disputing the authority of any joint account holder, we may require the signature of both of you or all of you for any further payments or deliveries. If a check is returned unpaid, each one of you is liable to the Bank regardless of who deposited the check or cashed the check. In the event of the death of either of you / anyone of you, all the rights, title, interest in and to the deposits shall vest absolutely in the survivor/s, subject to all applicable laws and regulations. The Bank may require the survivor/s to produce certain legal documents before releasing the funds or deposit. The Bank may be required by law to remit funds held in the joint account to satisfy a judgement entered against or other valid debt incurred by either of you / any one of you.

## **TERMINATION OF THE ACCOUNT**

Either you or the Bank may close your account at any time and you will receive any available balance in your account. Any checks presented after your account has been closed will be returned unpaid.

## **COLLECTION OF CHECKS, DRAFTS AND OTHER PAYMENT INSTRUMENTS**

The Bank chooses the method of obtaining payment of instruments deposited by you and may use other banks in the process. We are not responsible for actions taken by other banks, nor for the loss or destruction of any items in the possession of other banks or in transit. We are not responsible for any act or failure to act that is reasonable under the circumstances or that is taken or omitted under the laws, rules, regulations or practices prevailing or in force. Any instrument not finally paid (returned unpaid) will be deducted from your account.

## **LAWS, RULES AND REGULATIONS**

The Bank's Checking Account is subject to current and future New York State and Federal rules and regulations including those of the Bank and Banking Department of the State of New York and the Board of Governors of the Federal Reserve System. Also applicable are the local Clearing House Rules and general commercial bank practice in the New York metropolitan area.

## **CHANGE OF ADDRESS**

You must notify the Bank promptly and in writing, of any change in your address. All statements and notices will be sent to you by ordinary mail at the last address the Bank has recorded for your Checking Account.

## **WAIVER**

The Bank may waive any of these rules and regulations, but the waiver will apply only on that occasion.

## **ABANDONED ACCOUNTS**

New York State Law requires the Bank to send to the State, as abandoned property, the funds or deposit in any account where there has been no operation for 3 years, which means there has been no deposit or withdrawal, nor any written communication from the depositor. You can prevent this from happening by making a deposit or withdrawal or by notifying us in writing that you know your account still exists at the Bank.

After receiving such funds, the New York State holds the funds in trust, for the benefit of rightful claimants, and any claims must be made directly to the State. Your account may be charged for certain expenses incurred in remitting funds to the state.

## **BANKING HOURS**

The Bank is open for business from 9.00 a.m. to 3.00 p.m. on weekday's i.e Monday to Friday. The Bank is closed on Saturday and Sunday as well as all Federal Holidays.

## **DISCLOSURE REGARDING ORDER IN WHICH CHECKS WILL BE PAID**

*We have adopted a policy on disclosure regarding the order in which the checks received for payment from your checking account shall be paid. Provisions of the policy are stated in brief below for your information and record.*

When more than one check and Automated Clearing House (ACH) debit is received for payment on a particular day, they will be paid in the following order, subject to availability of credit balance in the account:

- i) The debits received through ACH shall be paid first and thereafter the checks would be paid. In case more than one ACH debit is received, the ACH debit bearing an earlier date shall be paid first. If all the ACH debits bear the same date, they will be paid in the order of increasing amounts – beginning with the debit bearing the smallest amount.
- ii) Checks will be paid in the order of the date they are issued i.e. check issued on the earliest date will be paid first and so on.

iii) In case, more than one check with same date of issue is received, the check with the smallest amount will be paid first and then in the sequence of increasing amounts.

iv) In case, more than one check of same date and same amount is received, then the checks will be paid in order of check number i.e. check with the lowest check number will be paid first and then in the sequence of increasing check numbers.

v) Notwithstanding what is stated above, if a depositor requests for payment of a particular check or checks on priority basis, in writing, sufficiently in advance, Bank will pay such checks first and then pay other checks in the order as stated above.

Checks which cannot be paid as above, due to non-availability of credit balance in the account will be returned.

### **Substitute Checks and Electronic Files Pertaining to Original Checks**

If you deposit a "substitute check" (as defined in Regulation CC Section 229.2 (aaa)) or a purported substitute check into your Account, you agree to reimburse us for losses, costs and expenses we may pay or incur associated with the item not meeting applicable substitute check standards and/or from duplicate payments associated with the item. If you provide us with an electronic representation of a substitute check for deposit into your account instead of an original check, you agree to reimburse us for losses, costs and expenses we may pay or incur associated with the substitute check resulting from the electronic representation not meeting applicable substitute check standards and/or from duplicate payments associated with the item.

### **Substitute Checks and Your Rights**

#### **What is a substitute check?**

To make check processing faster, federal law permits banks to replace original checks with "substitute checks." These checks are similar in size to original checks with a slightly reduced image of the front and back of the original check. The front of a substitute check states: "This is a legal copy of your check. You can use it the same way you would use the original check." You may use a substitute check as proof of payment just like the original check.

Some or all of the checks that you receive back from us may be substitute checks. This notice describes rights you have when you receive substitute checks from us. The rights in this notice do not apply to original checks or to electronic debits to your account. However, you have rights under other law with respect to those transactions.

#### **What are your rights regarding substitute checks?**

In certain cases, federal law provides a special procedure that allows you to request a refund for losses you suffer if a substitute check is posted to your account (for example, if you think that we withdrew the wrong amount from your account or that we withdrew money from your account more than once for the same check). The losses you may attempt to recover under this

procedure may include the amount that was withdrawn from your account and fees that were charged as a result of the withdrawal (for example, bounced check fees).

The amount of your refund under this procedure is limited to the amount of your loss or the amount of the substitute check, whichever is less. You also are entitled to interest on the amount of your refund if your account is an interest-bearing account. If your loss exceeds the amount of the substitute check, you may be able to recover additional amounts under other law.

If you use this procedure, you may receive up to (amount, not lower than \$2,500) of your refund (plus interest if your account earns interest) within (number of days, not more than 10) business days after we received your claim and the remainder of your refund (plus interest if your account earns interest) not later than (number of days, not more than 45) calendar days after we received your claim.

We may reverse the refund (including any interest on the refund) if we later are able to demonstrate that the substitute check was correctly posted to your account.

#### **How do you make a claim for a refund?**

If you believe that you have suffered a loss relating to a substitute check that you received and that was posted to your account, please contact us at: Bank of India New York Branch, 277 Park Avenue, New York, NY 10172, Tel. No. (212) 753-6100 or e-mail at [boi.ny@bankofindia.co.in](mailto:boi.ny@bankofindia.co.in) You must contact us within 60 calendar days of the date that we mailed (or otherwise delivered by a means to which you agreed) the substitute check in question or the account statement showing that the substitute check was posted to your account, whichever is later. We will extend this time period if you were not able to make a timely claim because of extraordinary circumstances.

Your claim must include-

- A description of why you have suffered a loss (for example, you think the amount withdrawn was incorrect);
- An estimate of the amount of your loss;
- An explanation of why the substitute check you received is insufficient to confirm that you suffered a loss; and
- A copy of the substitute check [and/or] the following information to help us identify the substitute check: (identifying information, for example the check number, the name of the person to whom you wrote the check, the amount of the check).

## NOTICE REGARDING ACH TRANSACTIONS

- I. The entry may be transmitted through the ACH;
  
- II. Credit given by us to you with respect to an ACH credit entry is provisional until we receive final settlement for such entry through a Federal Reserve Bank. If we do not receive such final settlement, you are hereby notified and agree that we are entitled to a refund of the amount credited to you in connection with such entry, and the party making payment to you via such entry (i.e. the originator of the entry) shall not be deemed to have paid you in the amount of such entry;
  
- III. Under the operating rules of the National Automated Clearing House Association, which are applicable to ACH transactions involving your account, we are not required to give next day notice to you of receipt of an ACH item and we will not do so. However, we will continue to notify you of the receipt of payments in the periodic statement we provide to you;
  
- IV. we may accept on your behalf payments to your account which have been transmitted through one or more Automated Clearing Houses (ACH) and which are not subject to the Electronic Fund Transfer Act and your rights and obligations with respect to such payments shall be construed in accordance with and governed by the laws of the state of New York as provided by the operating rules of the National Automated Clearing House Association, which are applicable to ACH transactions involving your account.”

## NOTICE REGARDING ELECTRONIC FUND TRANSFER

Bank of India, New York branch is providing money transfer/ remittance facilities for our customers. Remittances can be made for beneficiaries anywhere across the globe. Remittances are effected on the same day when the amount to be remitted is available in customer's account. In case the customer deposits cashiers / official/certified checks, remittance is processed on the next working day. Similarly, for deposit of personal checks in account, remittance is processed on the 4th working day from the day of receipt of checks.

### **Charges and time taken for remittance**

<b>Destination</b>	<b>Funds Available Date</b>	<b>Exchange Rate</b>	<b>TT Charges (in USD)</b>
Remittance in INR to a beneficiary in India a. Bank of India branches b. Other banks	Within 2 business days if deposit is available in the account	Rate prevailing on the date of remittance	a. NIL b. 25.00
Remittance to beneficiary in any country, irrespective of amount or currency (other than INR)			30.00
Remittance within USA			30.00

The above information is only indicative. Actual information about your transaction will be mentioned on our Receipt (with combined disclosure).

### **Conditions governing issuance of cable or mail transfer**

This Bank agrees to send, at the expense and risk of the customer, a message directing payment in foreign funds in the amount and manner indicated. The Bank does not warrant that the transfer of funds will reach the payee. It may make use of any branch or correspondent, agent or sub agent and shall not be under any liability for any errors, negligence, suspension or default of any of them or for any failure to identify the payee or any wrong payment by any of them, nor shall the Bank be under any liability for any errors, mutilations, delays, wrong delivery or failure of delivery in the transmission of any message in connection with this transaction whether or not in code or whether by mail, postal service, telegraph, cable, wireless, radio or otherwise, or for any suspension of any such means of transmission or for any imposition of any censorship, exchange control or other restriction, all such risks being borne by the customer. In case of a transfer of currency other than the currency of the country to which remittance is made, it shall be payable to the payee in currency of said country at the buying rate of the Bank's branch, or correspondent for exchange of the currency remitted unless the payee arranges with



said correspondent for payment in some other form upon paying all charges in connection therewith. In case the funds are not paid to the payee, whatever the reason, any liability of the Bank will be conditioned upon its receipt from the branch or correspondent of confirmation of effective cancellation of the remittance abroad and shall be limited to refunding the amount to be remitted, less expenses, which refund, in the case of transactions relating to the remission of foreign money, shall be made by (a) payment in United States dollars at the Bank's buying rate in New York, at the time of such refund, for the foreign money to be remitted, or at the Bank's option by (b) forwarding by mail or otherwise to the Bank's branch or correspondent or other banking houses abroad with which it may then have or establish a sufficient credit in such foreign money instructions to withhold there from an amount equivalent to the amount to be remitted for the account and risk of the person to whom refund is to be made and the Bank shall not be otherwise liable in connection herewith or for the consideration received by it. References to the foreign money to be remitted shall mean such foreign money or other foreign money into which it may then be convertible, impressed with restrictions and other characteristics which shall or would have attached to a non earmarked credit balance of the Bank remaining with its correspondent or such other banking house from the date hereof to the time of settlement. Anything hereinbefore to the contrary notwithstanding any refund shall be made in case of wrong payment of funds by any correspondent agent or sub-agent, and in case funds for the payment of this transfer have been remitted or made available abroad or otherwise covered, no refund shall be made until the relative funds have been returned or otherwise made freely available to the Bank.

**Note:** Information regarding payment of the remittance is not available at this office. We will assist remitters in enquiring about the remittance by airmail. If cable enquiry is requested, a charge of USD10.00 will be levied to defray costs.

**Note:** Non-Resident (External) NRO / FCNR Accounts are maintained by branches in India and not by us. Enquiries relating to such Accounts may please be made to the branch concerned in India directly and not to us.

**Other General Information (Over and above the information provided in remittance application)**

Bank of India may use the services of its affiliates, a foreign correspondent and/or another third party acting in each case as Principal and not as customer's agent to send the wire payment. Please note that such other intermediary parties may charge a fee for their services and this fee together with any fees charged by the beneficiary bank might be deducted from the wire payment amount resulting in the beneficiary receiving an amount less than the wire payment amount. These fees are always not known to Bank of India. Recipient may receive less due to fees charged by the recipient's bank and foreign taxes. Credit to the beneficiary's account will be made solely on the basis of the account number, Bank of India will not be held responsible for any loss due to the mistake in beneficiary's account number and / or SWIFT code provided by the remitter.

**Notice to the Remitter**

If you are a United States person i.e. United States citizen or United States resident and had a financial interest in at least one financial account located outside of the United States and the aggregate value of all foreign financial accounts exceeded USD 10,000.00 at any time during the calendar year, you are required to file a report of Foreign bank and Financial Account (FBAR) to the Treasury Department and you are advised to consult an independent tax consultant for the same.

**Electronic Check Conversion**

You may authorize a merchant or other payee to make a one-time electronic payment from your checking account using information from your check to pay for purchases or to pay bills.

**Preauthorized Transfer Services**

We do not entertain any preauthorized automatic deposit of funds to your checking account(s) / preauthorized automatic payment of bills from your checking account(s).

**Right to Receive Documentation of Your Transfers**

Transaction Receipts: You will receive a copy of the remittance form, duly acknowledged, documenting the outward remittance transaction (unless you choose not to get a paper receipt). This should be retained as proof that an outward transaction was performed in your account.

Periodic Statements: Your account has the facility of receiving computer generated monthly statements and all EFT transactions will be reported on it.

**Liability of Consumer for unauthorized Transfers**

A consumer's liability for an unauthorized electronic fund transfer or a series of related unauthorized transfers shall be determined as follows

**Applicability** The provisions in this Section apply only to electronic fund transfers (EFTs) that debit or credit a Consumer's checking account and are subject to Regulation E, which implements the federal Electronic Fund Transfer Act. When applicable, we may rely on any exceptions to the provisions in this Section that are covered in Regulation E. All terms in this Section not defined in this Agreement but defined in Regulation E will have the meaning given in Regulation E.

Your Liability for an unauthorized EFT or a series of related unauthorized EFTs will be determined as follows:

**Event: Loss or theft of Access Device (BOINY does not offer electronic banking, therefore this would apply if your checking account information or identity is stolen or you learn of unauthorized access to your account)**

If you notify us within two Business Days after learning of the loss of access device (or unauthorized access to your account). Your liability won't exceed \$50, OR the total amount of unauthorized EFTs that occur before notice to us.

**Event: Loss or theft of Access (BOINY does not offer electronic banking, therefore this would apply if your checking account information or identity is stolen or you learn of unauthorized access to your account)**

If you notify us more than two Business Days after learning of the aforementioned event up to 60 days after we send you a statement showing the first unauthorized transfer made with access device (or unauthorized access to your account). Your liability won't exceed \$500, OR the sum of:

- a) \$50 or the total amount of unauthorized EFTs occurring in the first two Business Days whichever is less; AND
- b) the amount of unauthorized EFTs occurring after two Business Days and before notice to us.

**Event: Loss or theft of Access Device (BOINY does not offer electronic banking, therefore this would apply if your checking account information or identity is stolen or you learn of unauthorized access to your account)**

If you notify us more than 60 days after we send you a statement showing first unauthorized EFT made with access device (or unauthorized access to your account). Your liability won't exceed:

- For transfers occurring WITHIN the 60-day period: Lesser of \$500, OR the sum of:
  - (a) \$50 or the total amount of unauthorized EFTs occurring in the first two Business Days whichever is less; AND
  - (b) the amount of unauthorized EFTs occurring after two Business Days and before notice to us.
- For transfers occurring AFTER the 60-day period, you may have unlimited liability, until you notify us.

**Event: Unauthorized EFT(s) NOT involving loss or theft of an access device**

If you notify us within 60 days after we send you a statement on which the unauthorized transfer first appears, you will have No liability.

**Event: Unauthorized EFT(s) NOT involving loss or theft of an access device**

If you notify us more than 60 days after we send you a statement on which the unauthorized transfer first appears. Your liability is unlimited for unauthorized EFTs occurring 60 days after the statement and before notice to us.

You must report an unauthorized electronic fund transfer that appears on a periodic statement within 60 days of the financial institution's transmittal of the statement to avoid liability for subsequent transfers. If you fail to do so, your liability shall not exceed the amount of the unauthorized transfers that occur after the close of the 60 days and before notice to the institution, and that the institution establishes would not have occurred if you notified the institution within the 60-day period.

**Potential Consumer Liability for Preauthorized transfers.** If the only EFTs from an account are preauthorized transfers, liability could arise if the consumer fails to report unauthorized transfers reflected on a periodic statement. To report unauthorized transfers, contact details are provided below: Phone: 212-753-6100 / 646-720-0414 or Email: [boi.ny@bankofindia.co.in](mailto:boi.ny@bankofindia.co.in).

### **Error Resolution and Cancellation Disclosures**

**Error Resolution:** You must contact us within 180 days of the disclosed date of availability. When you do, please tell us (1) Your name and contact details (2) The error or problem with the transfer and why you believe so (3) The name of the recipient and contact details (if available) (4) Complete details of the transfer like date, amount and reference number/confirmation code.

**Error Resolution Time:** We will determine whether any error occurred, within 90 days after you contact us and we will correct any error promptly. We will tell you the results within three business days of completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of any documents we used in our investigation.

**Cancellation of Remittance:** We will refund your money within three business days of your request to cancel a transfer as long as the funds have not been transmitted / already been picked up or deposited to the recipient's account. A service charge of USD 25.00 shall be recovered for any cancellation/amendment request received after 30 minutes from receipt of application at our counters. In order to cancel a remittance please tell us (1) Your name and contact details (2) The name of the recipient and contact details (if available) (3) Complete details of the transfer like date, amount, and reference number / confirmation code.

In case of error in any **ACH (Automated Clearing House)** debit or credit, we must be notified within 60 calendar days from the date of the statement reflecting the error. In case of oral notice, a written confirmation should be received within 10 business days, but we will not delay the investigation.

Notice must contain:

- Complete information so we can identify your name, account number and the specific transaction.
- It should state that you believe an error has occurred and the reasons why you believe so.

If you notify us within 60 calendar days, we will investigate within 10 business days. We will extend this time period if you were not able to make a timely claim because

of extraordinary circumstances. However, Investigation may extend to 45 calendar days (in total) but during this time, we will:

- Provisionally credit your account with the amount in error (with interest) within 10 business days;
- Notify you of this credit within 2 business days;
- Give you full use of this credit during our investigation.

### **Results of Investigation:**

If no error has occurred:

1. We will mail/deliver a written explanation within 3 business days of concluding the investigation.
2. Reverse the provisional credit of the amount and notify you of the same.

If error has occurred:

1. Rectify the error within 1 business day.
2. Report to you within 3 business days.

### **Bank's liability**

If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:

- (1) If, through no fault of ours, you do not have enough money in your account to make the transfer.
- (2) If the transfer would go over the credit limit on your overdraft line.
- (3) If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.
- (4) There may be other exceptions stated in our agreement with you.

### **Confidentiality**

We will disclose information to third parties about your account or the transfers you make:

- (i) Where it is necessary for completing transfers, or
- (ii) In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant, or
- (iii) In order to comply with government agency or court orders, or
- (iv) If you give us your written permission.

**Contact details for any questions and our Address**

For any questions/queries you may contact us at 212-753-6100 / 646-720-0414 or send an email to [boi.ny@bankofindia.co.in](mailto:boi.ny@bankofindia.co.in). You can also contact us for a written explanation at the following address: Bank of India New York Branch, 277 Park Avenue, New York, NY 10172.

**Contact details for any questions / complaints about Bank of India - New York Branch**

New York State Department of Financial Services at (877) 226- 5697 Or Consumer Financial Protection Bureau at (855) 411-2372 / (855) 729-2372 or [www.consumerfinance.gov](http://www.consumerfinance.gov)

**For office Use**

Check this box acknowledging that a copy of this application form has been provided to the sender.

Check this box acknowledging that a copy of the remittance advice has been provided to the sender.

**Signature of the Supervisory Staff**



**New York Branch**

277 Park Avenue, New York - 10172

Tel: 212-753-6100 Fax: 212-588-8958

Email: [boi.ny@bankofindia.co.in](mailto:boi.ny@bankofindia.co.in) Website: [www.boiusa.com](http://www.boiusa.com)

**SCHEDULE OF CHARGES**

*With effect from: October 1, 2023*

**I CHECKING ACCOUNTS**

<p><b>Minimum Balance to avoid Service Charges Requirement</b>          Corporate Accounts \$2,500.00          Individual Accounts \$ 500.00</p> <p>The charges will be levied if on any day of the given month, the closing balance in the account drops below the above minimum balance.</p>	<p><b>Charges</b>          Corporates \$25.00 per month          Individuals \$ 5.00 per month</p>
<p><b>Charges for non-operation in the account Requirement</b>          Corporate Accounts:          Minimum 1 transaction per Month          Individual Accounts:          Minimum 1 transaction per Quarter</p>	<p><b>Charges</b>          Corporates \$25.00 per month          Individuals \$ 15.00 per quarter</p>

**CHECKS**

<p><b>Checks Returned Unpaid</b>          Checks drawn on us          Checks deposited (not drawn on us)          Checks deposited (Pouch Activity)</p>	<p><b>Charges</b>          \$25.00 per each instance          \$25.00 per each instance          \$25.00 per each instance</p>
<p>Stop Payment of Checks</p>	<p>\$25.00 per each instance</p>
<p>Issuance of Certified / Official Checks          Cancellation of Certified / Official Checks</p>	<p>\$25.00 per each instance          \$25.00 per each instance</p>

## REMITTANCES / WIRE TRANSFERS

Wire Transfers initiated by the Branch Currency: Indian Rupees Recipient's Account in Bank of India Recipient's Account in Other Banks	NIL \$25.00
Currency: US Dollars :Other Currencies	\$30.00 \$30.00
Intermediary Wire Transfer Services <i>Wire Amount</i> Up to \$100 Above \$100 to \$1,000 Above \$1,000 to \$10,000 Above \$10,000 to \$50,000 Above \$50,000 to \$100,000 Above \$100,000	<i>Charges</i> NIL \$10.00 \$30.00 \$40.00 \$45.00 \$55.00
Receives from FRB / Correspondent Banks MT 202 Cover Payments MT 103 Customer Payments	\$10.00 \$15.00
MT 202 FBC for our Indian branches MT 202 FBC for Correspondent banks	\$20.00 \$20.00
LC Payment by Indian Branches (irrespective of the amount)	\$105.00
Funds received but not meant for us Up to \$25,000.00 Above \$25,000.00	<i>Returning Charges</i> \$25.00 \$50.00
Amendment Charges	\$25.00
Charges for transmitting SWIFT messages to Banks that do not have RMA Arrangement with us	\$100.00

## BILL COLLECTION

Inland Postage / Courier	As per weight – Min \$25.00
International Courier	As per weight – Min \$50.00
Commission @ 0.25% of bill amount	\$50.00 (min) - \$500.00 (max) per occasion
SWIFT Messages	\$30.00 per message (messages have restriction for characters)
Amendment Instructions	\$25.00 per occasion
Holding Charges	\$25.00 per month



## CHECK COLLECTION

Checks received from Indian Branches	
<i>Check Amount</i> Up to \$500 Above \$500 to \$1,000 Above \$1,000 to \$ 2,500 Above \$2,500	<i>Charges</i> NIL \$10.00 per check \$15.00 per check \$25.00 per check
Checks received from Foreign Branches	
<i>Check Amount</i> Up to \$1,000 Above \$1,000 to \$2,500 Above \$2,500 to \$5,000 Above \$5,000	<i>Charges</i> \$10.00 per check \$15.00 per check \$30.00 per check \$50.00 per check

**The charges are subject to change without notice. The charges are illustrative and not exhaustive. In certain cases, there may be additional charges for services which are not shown in this schedule. For more details, contact the concerned department.**

Our Privacy Policy has not changed and you may review our policy and practices with respect to your personal information at [www.boiusa.com](http://www.boiusa.com) or we will mail you a free copy upon request if you call us at 212-753-6100

If you are 65 years of age or older or 18 years of age or younger, you may be eligible for certain account fee waivers and discounts. Please contact us for further details.

### II- Basic Checking Accounts

- Minimum deposit to open the account: \$25.
- Minimum monthly balance required to be maintained: **No minimum balance.**
- Monthly maintenance fee is \$3.00 per month:
- Number of withdrawals or checks cashed in a calendar month: **Eight at no charge.**
- Additional withdrawal or check beyond 8 in a calendar month: **\$3 per transaction**
- Restriction on the number of credits/deposits: **No restriction.**
- Availability of account statement and frequency of monthly statement: Account statements at monthly intervals will be provided.
- **The accountholders 65 years of age or older are permitted a minimum of twelve withdrawal transactions during any periodic statement cycle at no charge.**

## **DORMANT ACCOUNT AND ABANDONED PROPERTY POLICY**

- The opening of Checking Account is subject to Dormant and Abandoned Property Law.
- Accounts having no operation for 12 months are marked as Dormant Accounts.
- If the identified dormant checking account remains non-operative for 3 years, it shall be deemed abandoned property.
- Abandoned Property Law requires the transfer of unclaimed funds to the custody and protection of the State Comptroller.

**Bank of India Check Stop Payment Order**

**ATTENTION:** Complete the form, sign and fax to: **(212) 588-8958**. If you cannot fax it, contact Asst. Vice President (Operations) at **(212) 753-6100 Ext. 398**.

There is a **\$25.00 fee** to place a stop payment. This fee will be assessed upon receipt of the stop payment form and will be deducted from your account.

Date of Check	Amount of Check	Check #	Payable to
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Primary name on account

Reason for stopping payment:

Include full 15 digit Account Number: **121100001111111**;

**IMPORTANT:** In order to be effective, stop payment order must be received in time to give us a reasonable opportunity to act on it, and it should precisely identify the check number, date, amount and who is it payable to. We cannot accept liability for failure to honor the stop payment if the check is cashed today by a Bank of India teller, or has already been paid and not in file, or if the information you have provided us is incorrect. We strongly suggest that you open a new checking account if the reason for stop payment is related to fraud.

Please stop payment of the described check. Undersigned agrees to hold Bank of India harmless for the amount of the check and any loss, cost and/or expense incurred by reason of the Bank of India refusing payment. Bank of India is not liable for payment contrary to this request if done through inadvertence, accident or other wise lack of good faith or failure to exercise due care, or by reason of payment other items drawn on the account are returned insufficient. Bank of India's liability for payment contrary to this order shall in no event exceed the amount of the check. Stop Payment orders by phone are binding for **14 days only**, unless the account owner(s) confirms this order in writing within the 14 day period.

Stop payment order will be **revoked upon written request**, presented **in person** at the branch, with proper ID.

Name:

Work Phone:

Address:

Home Phone:

City/State/Zip:

Properly signed stop payment orders are effective for six months after the date of acceptance and will automatically expire after that period unless renewed in writing.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date of request

**FOR BANK'S USE ONLY**

<input type="checkbox"/> Received by (Teller Code)	<input type="checkbox"/> Stop marked in the system
<input type="checkbox"/> Branch Location	<input type="checkbox"/> Account flagged
<input type="checkbox"/> First paragraph read to member	<input type="checkbox"/> Fee deducted from the account

## FUNDS AVAILABILITY POLICY

### Conditions and Disclosures

#### **When will your funds be available for withdrawal?**

At Bank of India we want you to understand when your deposited funds will become available. This will help you manage your money easily and avoid the inconvenience of a returned check or a dishonored withdrawal request.

Our policy is to make funds you deposit into your BOI account(s) available for withdrawal based upon the type of deposit or check.

A withdrawal shall be deemed to be made when recorded on the books of the account holder's banking institution.

You can use the chart given below to know when your deposit will be available. To do so you must first answer these questions:

#### **What is the day of deposit?**

For determining the availability of your deposits, every day is a business day except Saturdays, Sundays and Federal holidays. If you make a deposit before 3.00 p.m. on a business day, we will consider that day to be the day of your deposit. If you make a deposit after that time, we will consider that the deposit was made on the next business day that we open.

#### **What is the type of deposit?**

The delay in availability of funds depends on the type of deposit you make (such as a check drawn on BOI, a check drawn on another bank or cashier's check).

DEPOSIT TYPE	WHEN WILL THE FUNDS BE AVAILABLE	WHEN WILL THE FUNDS BE AVAILABLE IF THE DAY OF DEPOSIT IS A MONDAY*
<ul style="list-style-type: none"> <li>• Cash</li> <li>• Checks drawn on BOI</li> <li>• Electronic Deposits</li> <li>• U.S. Treasury Checks</li> <li>• U.S. Postal Money Orders</li> <li>• Max Deposit USD 1000.00</li> <li>• Max International \$700.00</li> <li>• Other Government Checks issued by a state or a general purpose unit of government</li> <li>• Federal Reserve Bank or Federal Home Loan Bank Checks</li> <li>• Cashier's and Teller's (Official), Certified, Traveler's, NY State and Local Government checks payable to you and presented for deposit on a separate deposit ticket.**</li> </ul>	<p><b>On the 1<sup>st</sup> business day after the day of deposit</b></p>	<p><b>Tuesday</b></p>
<ul style="list-style-type: none"> <li>• <b>Local checks</b></li> </ul>	<p><u>USD 225 .00 of the amount</u></p> <p><b>On the 1<sup>st</sup> business day after the day of deposit</b></p>	<p><b>Tuesday</b></p>

	<p>(to pay the checks written to others)</p> <p><u>Rest of the amount</u></p> <p>On the 2<sup>nd</sup> business day after the day of deposit</p>	<p>Wednesday</p>
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\* Assuming no intervening holidays.

\*\* The deposit must be presented along with a separate deposit ticket on which the type of check is clearly mentioned (i.e. Certified, Official, Travelers or Government)

*In addition to the above*

The funds you deposit by check may be delayed for a longer period under the following circumstances:

- We believe a check you deposit will not be paid.
- You deposit checks totaling more than \$ 5,525 on any one day.

For customers that have multiple accounts at a depository bank, the bank may apply this exception to the aggregate deposits to all accounts held by the customer, even if the customer is not the sole holder of the accounts and not all of the holders of the accounts are the same.

- You redeposit a check that has been returned unpaid.
- You have overdrawn your account repeatedly in the last six months.
- There is an emergency, such as a failure of computer or communication equipment.
- The bank reserves the right to delay the availability of funds deposited to accounts that are not transaction accounts for periods longer than those disclosed in this policy.

We will notify you not later than 1<sup>st</sup> business day from the date of the deposit of check if we delay your ability to withdraw funds for any of these reasons, and we will tell you when the

funds will be available. However, full availability of fund will not exceed ninth business day following the banking day on which funds are deposited.

If you need the funds from a deposit right away, you may specifically ask us.

**Special Rules for New Accounts:**

- 1) An account is considered a new account during the first 30 calendar days after the account is established.
- 2) Generally, funds you deposit will be available within one business day except when you deposit checks exceeding \$5,525 in a business day. The amount exceeding \$5,525 will be available not later than ninth business day after the day of your deposit.

## **LIABILITY FOR ILLEGIBLE ENDORSEMENT**

There is a special area on the back of all checks that you should avoid writing or printing in since that area is reserved for endorsement by the bank at which the check is deposited. It is our policy that by depositing, collecting or cashing any check with us, you will be responsible for any losses we incur from the depositing bank's endorsement being obscured by your endorsement or other markings, or the endorsement or markings of any prior party.

Accordingly, it is our policy that by depositing, collecting or cashing any check, draft or other instrument, or by issuing a check drawn on your account with us, you will be responsible for any damages, losses or liabilities we incur (such as those arising from any misrouting or other delay in the return of a check), to the extent the depository bank's endorsement is obscured or otherwise impaired by:

1. Preprinting, carbon bands or the like, on the back of checks which you have issued on your account with us (including that which directs or causes a subsequent party to endorse in the area reserved for the depository bank, or by
2. Your endorsement or other markings, or the endorsement or markings of any prior party, on a check which you have cashed, collected or deposited with us.

This notice does not affect BOI's right, under existing law, to charge your account, or otherwise obtain a refund from you, for any deposited check that is not finally paid, regardless of the reason for nonpayment.

We may amend or revise our policy from time to time, as permitted or required by Federal Law.

### **Treatment of checks deposited with two endorsements**

In compliance with Section 9-p of the New York State Banking Law, the Branch will not refuse to accept "as a deposit" made with a teller by an "account holder" at Bank of India for the sole reason that it contains two endorsements. The customer will be required to deposit check into his/her account and the check will be subject to the funds availability retention schedule.

## **ELECTRONIC COMMUNICATION DISCLOSURE AND CONSENT AGREEMENT**

### **(“CONSENT AGREEMENT”)**

Please read this Disclosure and Consent Agreement carefully and keep a copy for your records.

#### **Consent Electronic Delivery of Disclosures and Notices**

By completing this Consent Agreement, you agree to all terms set out within this Consent Agreement and you consent to the electronic delivery (e.g., email) of all required disclosures or notices in relation to your current or future accounts(s) or wire transactions with Bank of India (the “Bank”) and that the Bank does not need to provide you with an additional paper (non-electric) copy of the disclosures or notices, unless specifically requested.

#### **Paper Delivery of Disclosures and Notices**

You have the right to receive a paper copy of the disclosures, notices or other documents the Bank is required to provide to you. If you wish to receive a paper copy, you may request one at no additional charge by contacting the Bank (see “Contact Us” below) and providing us with your name, mailing address, the name of the disclosure or disclosures and request to receive a paper copy. A paper copy of electronic record can be obtained from the Bank until the copy is no longer required to be maintained as a record for the designated account under applicable law or regulation.

#### **System Requirements to Access Information**

To receive an electronic copy of the disclosures or notices you must have the following equipment and software:

- ✓ A personal computer or other device which is capable of accessing the internet.
- ✓ Software which permits you to receive, access and retain Portable Document Format or “PDF” files, such as Adobe Acrobat Reader@ version 8.0 and above.
- ✓ A valid email address, it is your responsibility to inform us if the email address we have on file for you changes or no longer becomes valid.

Your access to this document verifies that your system/device has the necessary software to permit you to receive, access and retain PDF files via the internet through a personal computer or other device.

#### **Withdrawal of Electronic Acceptance of Disclosures and Notices**

You can withdraw this consent at any time by contacting us (see “Contact Us” below) and informing us you wish to no longer receive any future disclosures or notices electronically.

Contact Us:

New York Branch  
277 Park Avenue, New York – 10172  
Tel: 22-753-6100, Fax: 212-588-8958  
Email: [boi.ny@bankofindia.co.in](mailto:boi.ny@bankofindia.co.in), Website: [www.boiusa.com](http://www.boiusa.com)

## FACTS

### WHAT DOES BANK OF INDIA – NEW YORK BRANCH DO WITH YOUR PERSONAL INFORMATION?

#### Why?

Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.

#### What?

The types of personal information we collect and share depend on the product or service you have with us. This information may include:

- Identification documents, employment information, Social Security Number, Tax ID and Tax Returns
- Account Balance, Payment Records and Parties to Transactions
- Credit History and Credit Scores

When you are no longer our customer, we continue to share your information as described in this notice.

#### How?

All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons why financial companies share their customers' personal information; the reasons Bank of India chooses to share and whether you can limit this sharing.

Reasons we can share your personal information	Does Bank of India share?	Can you limit this sharing?
<b>For our everyday business purposes</b> such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
<b>For our marketing purposes</b> to offer our products and services to you	Yes	No
<b>For joint marketing with other financial companies</b>	No	We don't share
<b>For our affiliates' everyday business purposes</b> information about your transactions and experiences	Yes	No
<b>For our affiliates' everyday business purposes</b> information about your creditworthiness	No	We don't share
<b>For our affiliates to market to you</b>	No	We don't share
<b>For non-affiliates to market to you</b>	No	We don't share

#### Questions?

Call 212-753-6100 / 646-720-0398

Mail to: [boi.ny@bankofindia.co.in](mailto:boi.ny@bankofindia.co.in)

or go to [www.boiusa.com](http://www.boiusa.com)



## Who we are

Who is providing this notice?

BANK OF INDIA – NEW YORK BRANCH  
277 Park Avenue, New York - 10172

## What we do

How does Bank of India protect my personal information?

To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.

All our employees are under 'Declaration of Fidelity and Secrecy' which requires not to communicate to any persons, not legally entitled thereto, any information relating to the affairs of any person having any dealing with us.

How does Bank of India collect my personal information?

We collect your personal information, for example, when you

1. Open an account or deposit money
2. Pay your bills or apply for a loan
3. Give us your contact information, employment information or income information.

We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.

Why can't I limit all sharing?

Federal Law gives you the right to limit sharing only in the following cases:

1. Sharing for affiliates' everyday business purposes—information about your creditworthiness.
2. Affiliates from using your information to market to you.
3. Sharing for non-affiliates to market to you.

## Definitions

**Affiliates**

Companies related by common ownership or control. They can be financial and nonfinancial companies.

*Our affiliates include those companies that are controlled by or are under common control with Bank of India – with Head Office at Mumbai, India.*

*Affiliates of Bank of India include the bank's branches and subsidiaries.*

**Non-affiliates**

Companies not related by common ownership or control. They can be financial and nonfinancial companies.

*Bank of India does not share your information with non-affiliates to market to you.*

**Joint Marketing**

A formal agreement between non-affiliated financial companies that together market financial products or services to you.

*Bank of India does not share your information with non-affiliates to market to you.*

## Other important information

We may disclose nonpublic personal information about customers to non-affiliated third parties, without their consent or direction, AS PERMITTED BY LAW, such as

- to comply with federal, state or local laws, rules and other applicable legal requirements;
- to comply with a properly authorized civil, criminal or regulatory investigation, or subpoena or summons by federal, state or local authorities;
- to respond to judicial process or government regulatory authorities having jurisdiction over us for examination, compliance or other purposes as authorized by law;
- to consumer reporting agencies;
- to protect against or prevent actual or potential fraud, unauthorized transactions, claims or other liability;
- to provide information to insurers, guarantee funds or agencies, agencies that are rating us, persons that are assessing our compliance with industry standards - our attorneys, accountants and auditors.

*This privacy notice applies to consumers and not to business entities or business transactions.*