

General Declarations

As required under Sec 10(5), Chapter III of FEMA, 1999: I/We hereby declare that the transaction does not involve and is not designed for the purpose of any contravention or evasion of the provision of the aforesaid act or any rule, regulation, notification, direction or order made there under. I/We also understand that if I/We refuse to comply with any such requirement or make any unsatisfactory compliance therewith, the Bank shall refuse in writing to undertake the transaction and shall, if it has reason to believe that any contravention/evasion is contemplated by me/us, report the matter to RBI. I/We also hereby agree and undertake to give such information/documents as will reasonably satisfy the Bank about this transaction in terms of the above declaration. I/we further declare that the undersigned has the authority to give this application, declaration and undertaking on behalf of the firm/company.

I/we also declare that the transaction does not have linkage with any Specially Designated Nationals and Blocked Persons (SDN)/countries listed under OFAC in any manner. If the transaction involves linkage with any Specially Designated Nationals and Blocked Persons (SDN)/countries listed under OFAC in any manner, I/we undertake not to hold Axis Bank Ltd. responsible for any of its action or inaction in respect of the OFAC-linked transactions.

I/we declare that the transaction does not involve payment from/to a Third Party. If the transaction involves payment from/to a Third party, I/we undertake to comply with the extant guidelines from RBI / the Bank in this regard

I/We also declare that the above inward remittance does not represent proceeds of the disposal of an asset located outside India for which a declaration has been made under section 59 of The Black Money (Undisclosed Foreign Income and Assets) and Imposition of Tax Act, 2015. If the inward remittance represents proceeds of the disposal of an asset located outside India for which a declaration has been made under Section 59 of The Black Money (Undisclosed Foreign Income and Assets) and Imposition of Tax Act, 2015, I/We also declare that the remittance is received in compliance with the RBI Circular on 'Regularisation of assets held abroad by a person resident in India under Foreign Exchange Management Act, 1999' dated September 30, 2015 and in this respect further indemnify the Bank against any claim that may arise from any regulatory / revenue authorities in future.

I/We confirm that we are aware of Axis Bank Ltd's Sanctions Policy Statement and that Axis Bank, including its subsidiaries and affiliates (the "Group"), is firmly committed to complying with all applicable sanctions laws (as imposed by UN, US, UK, EU or any other Government and/or Regulatory authorities) that are legally binding upon the Group and its businesses. I/we are further aware that Axis Bank Ltd may be unable to process any transactions that involves or have linkages/reference to any sanctioned countries*/territories*/parties including for cases where transshipment is involved. I/we confirm that shipment and / or transshipment of goods covered under this transaction shall not involve any sanctioned countries /territories /parties.

**Sanctioned Countries and Territories include Cuba, Iran, Syria, North Korea (also known as Democratic People's Republic of Korea), Crimea and Sevastopol (also known as Crimean Autonomous Republic) and Sectorial Sanctioned Countries and Territories include Russia and Venezuela.*

Specific Declarations (tick as applicable)

() **Purpose - Advance against Exports:** I/We undertake that we are under an obligation to ensure that the shipment of goods is made within one year from the date of receipt of advance payment. In the event our inability to make the shipment partly or fully within one year from the date of receipt of advance payment, no remittance towards refund of unutilized portion of advance payment or towards payment of interest, shall be made after the expiry of the said period of one year, without the prior approval of the Reserve Bank of India. If the export agreement/amendment in agreement provides for shipment of goods extending beyond the period of one year from the date of receipt of advance payment, prior approval of the Reserve Bank will be obtained. All documents relating to export of goods from India will be submitted to an Authorized Dealer within 21 days of the date of shipment of the goods.

() **Purpose - Foreign Contribution under FCRA:** I/We have been allotted FCRA registration number by Ministry of Home Affairs (copy enclosed). We declare that the foreign contribution (remittance), received is not pertaining to election, correspondent, columnist, cartoonist, editor, owner, printer or publisher of a registered newspaper, judges, government servants or employees of any corporation, members of any legislature, political party or office bearer thereof.

() **Purpose - Merchanting Trade:** I/We Declare the following: a) Goods involved in the transactions are permitted to be imported into India, all rules, regulations and directions applicable to export (except Export Declaration Form) and import (except Bill of Entry) are complied with for the export leg and import leg, respectively. b) The entire merchant trade transaction is/will be completed within a period of 6 months. c) The transactions do not involve foreign exchange outlay for a period exceeding three months d) Payment is received in time for the export leg, e) We have not availed or propose to avail EPC/RPC/PCFC or Short Term Credit by way of either Suppliers' Credit or Buyers' Credit for merchanting trade or Intermediary trade transactions.

() **Purpose - Receipt on account of services related to cost of construction of projects in India:** I/We confirm residential status of remitter is and purchase of property does not pertain to agricultural land, plantation property or farm-house. Further, I/We confirm that the remitter is either an OCI card holder or if the remitter is a citizen of a restricted country (as notified by RBI/Govt. of India from time to time) has a prior permission from the RBI for outright acquisition or acquisition on lease less than 5 years of an immovable property in India.

Customer Details & Signature

Name: _____
 Address: _____
 IE Code: _____

Signature of the Applicant

Individual Director Partner Proprietor

Date: ___/___/___ Place: _____