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✂ \_\_\_\_\_ TEAR IT FROM HERE \_\_\_\_\_

**:- ACKNOWLEDGMENT (To be retained by the customer):-**

Received an application for \_\_\_\_\_ (request type) for the amount of \_\_\_\_\_ from M/s \_\_\_\_\_ on \_\_\_\_\_ at \_\_\_\_\_ AM/PM for its onward submission to TFBO, Gift City for further processing vide Acknowledgement Number/Reference ID: \_\_\_\_\_.

Date: \_\_\_\_\_ Seal &amp; Sign of Branch Official \_\_\_\_\_

**The declaration-cum undertaking under SEC10(5) ,chapter III of FEMA ,1999 :**

I/we hereby declare that all Foreign Exchange transactions, as may be entrusted me/us to the Bank Of Baroda from time to time, will be strict conformity with provisions of the Foreign Exchange Management Act 1999("the Act").Further we also declare that said transactions, as and when initiated ,shall not involve and shall not be designated for the purpose of any contravention or evasion of the provision of the Act or any rule ,regulation, notifications direction or order made under the Act .I/we further declare that the undersigned has/have the authority to give this declaration and undertaking on behalf of the firm/company. I/We agree that I/We shall be responsible and liable for any incorrect detail provided by me/us.

**Declaration (Applicable for Advance against Export, Merchanting Trade and FCRA):**

1. In respect of advance against export ,I/we undertake that I/we am/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 my/our inability to make the shipment partially or fully within one year from the date of receipt of advance payment ,no remittance towards refund of unutilized portion of advance remittance 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 .The documents covering the shipment will be submitted to Bank Of Baroda ,within 21 days from the date of shipment.
2. Further I/We declare that the transaction does not involve payment from/to a third party.
3. 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.
4. In case of merchanting trade transaction I/We undertake to complete the entire export and import leg within a maximum period of 270 days and also undertake that outlay of funds will not exceed 4 months and without incurring any financial loss. We also undertake that both the legs of the merchanting trade transaction will be routed through Bank of Baroda only.

**In case remittance attracts provision of FCRA, I/ we declare that :-**

I/we have been allotted FCRA registration number \_\_\_\_\_ by Ministry of Home affairs(Copy Enclosed) .I/we also undertake that all foreign contribution (remittances) received is not pertaining to election, correspondent, columnist, cartoonist, editor, owner, printer, or publisher of a registered newspaper, judges, government servants or employee of any corporation member of any legislature, political party or office bearer thereof.

**Other relevant declarations:**

1. I/we also hereby agree and undertake to give such information / documents as will reasonably satisfy you about this transaction in terms of the above declaration.
2. I/we agree that in the event of transaction could not be executed/debited to my/ our account after submitting the request for processing to the bank on account of insufficient/ unclear balance at the same time of execution of the transaction in my/ our account any exchange losses incurred in this connection due to reversal of the Forex deal can be charged to my/our Bank of Baroda account.
3. I/we agree that in the event the transaction is cancelled or revoked by me/us after submitting the request for processing to the bank any exchange losses incurred in this connection can be charged to my/our Bank of Baroda account.
4. I/we also understand that if I/we refuse to comply with any such requirement or make only unsatisfactory compliance therewith, the bank shall refuse in writing to undertake the transaction and shall, if it has reason to believe that any contravention/evasion is contemplated by me/us, report that matter to the RBI.
5. I/we also agree that the exchange rate will be applicable at the time of deal booking and may vary from the rate prevailing when the request is submitted. I/we also understand that the rate communicated to us (if any) is an indicative rate and the actual rate may be different from the same.
6. I/we also declare that the transaction does not have linkage with Specially Designated Nations and blocked person (SDN) countries listed under OFAC/UN sanctions in any manner .I/we undertake not to hold Bank of Baroda responsible for any of its action or inaction in respect of the OFAC-linked/UN sanctioned transactions.

**Documents Enclosed :**

- ☐ Copy of Purchase Order/Proforma Invoice/Contract
- ☐ Copy of FCRA Registration Certificate
- ☐ Any other document, Pl. Specify \_\_\_\_\_

**Signature of Beneficiary/ POA (or) Mandate Holder/ Guardian in case of Minor / Authorised Signatory with Company/ Firm's Seal**

The signature by mandate holder will be accepted only for Non-resident A/c holders where mandate is duly registered with the Bank