

Preferred Home Branch: _____ Date:

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NAME(S) OF APPLICANT(S)

1. _____
2. _____
3. _____
4. _____

*If not available, please fill Customer Relationship Form for each applicant, representative / guardian of the applicant
Customer Relationship Number*

1. _____
2. _____
3. _____
4. _____

MODE OF OPERATION

Singly, Either or survivor, Jointly, Others, please specify

CCIL ID: _____

LETTER OF UNDERTAKING (Customer to initial besides details filled in the blanks)

In consideration of Kotak Mahindra Bank Limited ("**the Bank**") having at my / our request agreed to accept an amount of _____ [INCLUDE RELEVANT AMOUNT IN FCY] ("**FCNR Principal Amount**") as fixed deposit for a period of _____ ("**Tenor**") (the said transaction hereinafter termed as ("**Fixed Deposit**")), I/we hereby accept the following terms and accordingly, I / We do hereby irrevocably agree, acknowledge, confirm and undertake to the Bank as follows::

1. That I/We am/are placing the said Fixed Deposit solely for the purpose of fixing the annualized rate of return on the INR Principal Amount. "INR Principal Amount" which shall be derived by the Bank by applying the prevalent spot rate on the FCNR Principal Amount (within the Relevant Time (as defined hereinafter)), which spot rate could vary between the range of _____ to _____ per [FOREIGN CURRENCY].
2. That the annualized rate of return that the Bank offers on the INR Principal Amount, when expressed in percentage terms shall be _____ % per annum ("Yield").
3. Having understood that the said Fixed Deposit is solely for the purpose of fixing the Yield on the INR Principal Amount, I/We agree and understand that depending on the spot rate (within the above mentioned range) at the Relevant Time, the maturity amount of the INR Principal Amount may vary and we shall not dispute the quantum of the maturity amount.
4. I/We agree, accept and acknowledge that this document is a request for booking the Fixed Deposit from my/our end and that the Bank shall not be obliged to accept this request for any reasons whatsoever, it deems fit. Without prejudice to the Bank's right to reject booking the Fixed Deposit for any reason whatsoever, the Bank shall, at its sole and absolute discretion, not be obliged to book this Fixed Deposit in case it believes that the Yield cannot be offered on account of there being no favorable spot rate and/or forward rate at the Relevant Time.
5. The Relevant Time shall mean any time within a period of three (3) Business Days from the day the request to book the Fixed Deposit is received by the Bank, including the day on which request is received, if such request is received by 12 noon IST at Mumbai. A 'Business Day' shall mean any day other than Saturday, Sunday on which the Bank is open for business in Mumbai and _____. If the spot rate remains outside the range mentioned above during the three (3) Business Days referred above, the request to accept the Fixed Deposit shall be deemed to be automatically rejected.
6. I/We agree that the Bank may not process the request for placing the Fixed Deposit for any reason including, but not limited, to non-receipt of proper documentation, lack of liquidity in the market to book a transaction or part thereof, market disruption, risk averseness, customer related issues. I/We agree not to dispute the decision of the Bank to not book the Fixed Deposit and agree that unless the Bank has confirmed to me/us that it has booked the Fixed Deposit for the Yield, we shall not have any rights against the Bank whatsoever.
7. I/We agree, acknowledge and understand that while the Bank, as per my/our request and requirement, has assured the Yield on the INR principal amount, the Bank, would be required to book a forward contract in my/our name on the Fixed Deposit to convert the currency into INR such that the Yield assured to me/us is received by me/us.

This request once processed and accepted by the Bank, it being understood that the same is only for assuring the Yield to me/us, I/we undertake not to question the Bank's entry into any forward contract or the rate which such contract is entered into.

8. Once the said forward contract is booked, I/We understand that the Bank shall be providing us with a confirmation with the details of the said forward contract, which details I/we hereby promise to confirm to the Bank. The non-confirmation by me / us to the Bank shall not affect the terms of the Fixed Deposit or the forward contract and that the transaction contemplated hereunder shall continue to be a legally binding contract upon me / us and the Bank.
9. Once this form is signed and provided to the Bank either through e-mail or any other mode, I/we agree that the terms hereof shall be binding on me/us and I/we shall not be entitled to request for cancellation of the Fixed Deposit and/or transaction without such costs (as the Bank may impose at its sole and absolute discretion) and consequences that may follow. The Bank shall however have the unequivocal right to reject my/our request to book the Fixed Deposit and/or transaction for any reason whatsoever.
10. Having understood that this transaction is for fixing the Yield, no part of the transaction is divisible and the entire transaction is to be considered as one transaction and further, no single part of the transaction (including but not limited to the forward contract, Yield, spot rate and/or the maturity proceeds) shall or could be disputed.
11. That the confirmation of the Yield herein by me / us shall be deemed to conclusive proof of the validity of the transaction pertaining to the Fixed Deposit and shall be an enforceable contract.
12. That I / We shall not prematurely withdraw or liquidate the Fixed Deposit for any reasons whatsoever unless permitted by the Bank on such terms and conditions which the Bank shall prescribe at its sole and absolute discretion and which I / We hereby agree to abide.
13. That in the event the Bank, at my / our request permits premature withdrawal of the said Fixed Deposit, then and in that event if any loss arises to the Bank as a consequence of such premature withdrawal, I / We hereby irrevocably and unconditionally agree and undertake to pay without protest demur any amount which the Bank may call upon me / us to pay on account of the loss. Further, I / We hereby authorize the Bank to appropriate, recover and adjust the loss if any incurred by the Bank consequent to the premature withdrawal of the said Fixed Deposit from the any amounts including but not limited to the principal amount and/or maturity amount and/or any balances standing to the credit of my/our name in any accounts with the Bank due and payable to me / us under the said Fixed Deposit. I / We acknowledge that in the event there is any gain at the time of premature withdrawal, the Bank shall pay the gain amount to me / us after deducting any charges, dues etc. which may be payable by me / us to the Bank. The aforesaid loss / gain will be on a front-end basis i.e. paid / received immediately on cancellation of the contract at a discounted rate to the Bank or me / us in the event of loss or gain as the case may be. The Bank may convert any currency into INR or vice versa at a rate which it offers to its retail customers for making assessment of losses incurred by the Bank, for making any demand hereunder or for adjusting any of my/our account.
14. Without prejudice to any statutory rights and remedies that the Bank may otherwise have under the governing laws, the Bank will have a specific lien on the said Fixed Deposit and a right to appropriate the said Fixed Deposit for the amounts due to the Bank under the transaction.
15. I / We also understand that if I / We either refuse to comply with any requirement and / or make unsatisfactory compliance of the terms and conditions as required by the Bank, the Bank shall refuse (in writing or any other means as it deems fit) to undertake the transaction and shall if it has reason to believe that any contravention / evasion is contemplated by me / us, report the said matter to Reserve Bank of India.
16. I / We herein agree and acknowledge that the transaction envisaged hereunder, which includes the Yield mentioned above, and the obligations set-out in this document is strictly subject to, and precedent upon, the condition that my/our tax status is that of a 'non-resident'. I/We shall, in no circumstance, be liable to receive the said Yield, and neither shall the Bank be liable to comply with any obligations hereunder if my/our tax status, in the sole opinion of the Bank, changes during the life-cycle of the transaction hereunder and further that I/we shall not dispute the judgement of the Bank in this regard. Without prejudice to the foregoing, I/we herein undertake and covenant to notify the Bank, promptly, if my/our tax status changes from that of a 'non-resident', or is likely to change, at any time after execution of this Letter of Undertaking.
17. In respect of the forward contract booked by the Bank
 - (i) I / We state that I / we have not entered into a hedging transaction earlier and cancelled it in respect of the funds of the said Fixed Deposit.

- (ii) That the proposed forward contract is subject to prevailing RBI regulations and that I / We shall always comply with the prevalent rules and regulations.
 - (iii) That the Bank will be entitled to cancel the forward contract and the Fixed Deposit at any time in the event any default from my / our end.
 - (iv) Representations: Each party to the forward contract (i.e. I/we and the Bank) represents to the other party on the date hereof that:
 - (a) Non-Reliance: It has made its own independent decision to enter into this transaction, is acting at arms' length for its own account , and is not relying on any communication (written or oral) of the other party as a recommendation or investment advice;
 - (b) Evaluating and Understanding: It is entering into this transaction in reliance on its own judgment after taking such tax, accounting, regulatory, legal, financial and other related advice as it has deemed necessary and not in reliance on any view or other statement expressed by the other. It understands the terms, conditions and risks of this transaction and is willing to accept those terms and conditions and to assume (financially and otherwise) the risks;
 - (c) Status of Parties: The other party is not acting as a fiduciary for or an adviser to it in respect of this transaction.
 - (v) I / We have not booked forward contract in respect of the above transaction with any other bank;
 - (vi) The said forward contract is subject to extant FEMA and FEDAI rules and regulations and prevailing RBI regulations.
 - (vii) That the Fixed Deposit is subject to FEMA and FEDAI rules and regulations and prevailing RBI regulations and I/We hereby authorize you to recover charges if any to the debit of my / our Account No. _____
18. I / we acknowledge that the Bank will not be required to send any mark-to-market (MTM) statement in respect of the forward cover. The Bank may at its discretion consider to provide MTM statement upon my/our specific written request, subject to extant rules.

This Letter of Undertaking will be governed and construed in accordance with the laws of India.

With respect to any suit, action or proceedings relating to any dispute arising out of or in connection with this Letter of Undertaking, each party (which includes me/us and the Bank) irrevocably submits to the exclusive jurisdiction of the courts in Mumbai.

DECLARATION – CUM – UNDERTAKING

I / We hereby declare that the transaction, the details of which are specifically mentioned in this request letter, does not involve and is not designed for the purpose of any contravention or evasion of any extant laws of India or of any rules, regulation, notification, direction or order made thereunder. 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 also understand that if I / we refuse to comply with any such requirement or make any unsatisfactory compliance therewith, the Bank shall be entitled to refuse, in writing or otherwise, 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 Reserve Bank of India or any other appropriate authority. I / We further declare that the undersigned is competent to sign and give this declaration.

SIGNATURES(S)

1st Applicant

2nd Applicant

3rd Applicant

4th Applicant

Date : _____

Place : _____

