Standing Disposal Instruction Form – Inward Remittance (Overseas)

(To be submitted by the customer on **letter head, one time** for inward remittances from overseas)

Date: _____

The Director
Sumitomo Mitsui Banking Corporation,
New Delhi

Reg: Standing Disposal Instruction – Inward Remittance (Overseas) – Other than Export of Goods/ Software

Dear Sir,

I/ We authorize you to credit all the foreign inward remittances, **Other than Export of Goods/ Software,** received in my/our favour as per the attached Annexure 1.

This Disposal Instruction being a standing instruction, I/we confirm that purpose of all my/our inward remittances will be as per the Annexure 1 as attached. Further, the above instruction will remain valid for all future inward remittances till the Bank receives written instruction to the contrary.

I/We undertake to submit underlying documents/contracts/invoices as applicable to the transaction to the bank within 3 working days from the date of receipt of inward remittance as and when requested by the bank even if one time disposal instruction is submitted for the remitter.

In case transaction involves any Third Party - kindly provide below declaration.

" We declare that, said transaction involves payment from third party and we here by undertake to comply with extant guidelines from RBI in this regard"

Authorized Signature(s) & Company Stamp

Terms & Conditions

1. *Customer to submit separate disposal instruction for inward remittance which is not covered in this application.*
2. *Bank will not be held liable for any delay in crediting the inward remittance due to delay in providing above details*

Sanction Declaration:

i. I/We understand that the US, Japan and other government and/or regulatory authorities impose from time to time, specific sanctions against certain countries, regions, entities and individuals and SMBC may be unable to process a transaction that involves a breach of sanctions. Further authorities may from time to time require the disclosure of information. We agree and confirm (unless otherwise notified to you) that this remittance is not connected (directly or indirectly) with any sanctioned country, region, individual or entity.

ii. I/We agree and confirm (unless otherwise informed to SMBC) that this transaction is not connected directly or indirectly with any sanctioned countries (e.g. Iran, Cuba, Sudan, Syria, North Korea), entities, regions or individuals, including, for US $ transactions or those involving US entities, OFAC sanctioned countries, regions and this transaction would not constitute a breach of the OFAC, Japan or UN Sanctions, or any other relevant sanctions laws and regulations (including the Japanese Foreign Exchange and Foreign Trade Act) as amended from time to time.

iii. I/We agree that if this remittance is blocked, frozen, delayed, refused or cancelled because it is claimed to be sanctioned related, SMBC shall not be liable for any losses, liabilities, penalties, costs or expenses ("Liabilities') we may incur and we shall indemnify SMBC against any liabilities SMBC may incur in this regard.

iv. I/We confirm that the remittance does not and will not involve any goods, transactions or business relationship directly or indirectly related to North Korea (including without limitation transactions through intermediaries or relating or contributing to nuclear or ballistic-related activities or involving North Korean persons, entities or vessels or goods of North Korean origin) or any goods which are regulated as strategic or dual use goods and for which I/we have not obtained the necessary approvals or permits from all relevant authorities.

Authorized Signature(s) & Company Stamp

FEMA Declaration:

(Declaration under Section 10 (5), Chapter III of the Foreign Exchange Management Act, 1999)

i. I/We hereby declare that transaction, the details of which are specifically foreign exchange transactions as may been trusted by me/us to the SMBC from time to time, will be in strict conformity with the provisions of the Foreign Exchange Management Act, 1999 ("the Act"). Further, I/We declare that this transaction does not involve, and is not designed / intended or will result in any contravention or evasion of the provisions of the aforesaid Act or of any rule, regulation, notification, direction or order made there under. I/We agree that I/we shall be responsible and liable for any incorrect detail provided by me/us. The payment is as per the valid terms and conditions between two parties where Indian party need to reimburse on account of travel expenses incurred by overseas company, and travelers are on valid Visa.

ii. 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.

iii. 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 the matter to Reserve Bank of India.

iv. I/We declare that undersigned has/have authority to give this declaration and undertaking on my/our behalf.

Other Declarations:

i. I/We agree that neither Sumitomo Mitsui Banking Corporation, India Branches ("the Bank' or "SMBC") nor its correspondents, agents or third party service providers shall be liable for any loss or damage due to (a) errors, delays or defaults of any kind in the transmission or delivery of messages or instructions by any means; (b) any act, decree, regulation or law of any relevant government or governmental agency; (c) failure to locate error in identifying the named payee; (d) non-receipt of funds by the payee's bank; (e) any interruption, omission, error or delay caused in the transmission of funds; or (f) any cause whatsoever beyond the control of the Bank, its correspondents or agents.

ii. 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 SMBC account.

Authorized Signature(s) & Company Stamp

iii. 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 SMBC account.
iv. I/We further agree that once the funds remitted by me/us have been transmitted by SMBC to the correspondent and/or beneficiary banks, SMBC shall not be responsible for any delays in the disbursement of such funds including the withholding of such funds by the correspondent and/or beneficiary banks. I/We further agree that once the funds remitted by me/us have been transmitted by SMBC, intermediary bank charges may be levied by correspondent and/or beneficiary banks, which may vary from bank to bank.
v. I/We agree that in the event the transaction being rejected by the beneficiary bank because of incorrect information submitted by me/us, any charges levied by the beneficiary bank or exchange losses incurred in this connection can be charged to my SMBC account.
vi. 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.
vii. Any payment of funds shall be subject to the laws and regulations of the country where the payment is to be made.
viii. I/We authorize you to remit outwardly as per details provided in the application. //We confirm instructed payment is outstanding in our books as on date. Payment is as per agreed terms between us remitter and beneficiary.
ix. I\ We also agree that the Bank is at liberty to send the telegraphic transfer either literally or in cipher entirely at my/our risk .The Bank shall not be liable for any loss, delay, error, or omission which may occur in the transmission of the message or for its misinterpretation when received.
x. I\ We also agree that all charges/commission outside India are for the beneficiary's account unless specified. If so, specified for my/our Applicant's account, such charge/commission shall be in accordance with the Bank's prevailing charge tariff schedule.
xi. The Bank reserves the right to send this telegraphic transfer from a different place other than the one specified by the remitter if operational circumstances so require.
xii. I\ We also agree that encashment of the remittance is subject to any exchange control or other restrictions which may be imposed by the rules and regulations of the country where such encashment is to be made. Neither the Bank nor its correspondents or agents shall be liable for any loss or delay caused by any such rules and regulations.
xiii. We also agree that applications for same day value are subject to cut-off times related to the geographical location of the destination.

Authorized Signature(s) & Company Stamp

xiv. I\We also agree that if a refund of the remittance amount is desired from the Bank by us the Applicant, the Bank shall, at its discretion make the payment to the applicant at the prevailing buying rate for the relevant currency less all charges and expenses.
xv. I\We also agree that the Bank is to collect all telegraphic transfer charges and other charges including those collected or to be collected by the Bank 's correspondent, agent or sub-agent in connection with carrying out the instructions in accordance with the Bank's prevailing charge tariff schedule.
xvi. The applicant authorizes the Bank to disclose all information (including remitter's account number, address and other information) pertaining to the applicant and the above remittance to any third party at the Bank's discretion for the purpose of effecting the applicant's instructions.
xvii. The Bank reserves the right to reject any application without assigning any reason and without any further reference to the customer.
xviii. I/We agree that the Bank shall not be liable for any liabilities the applicant may suffer or incur arising out of delays in connection with any security processes or additional checks performed by the Bank or any other party for fraud detection anti- money laundering or combating terrorism financing purposes or for legal or regulatory purposes.
xix. I/We undertake to indemnify and to keep the Bank and its correspondents, agents and third party service providers indemnified against all losses, claims, actions, proceedings, demands, costs and expenses (including legal fees on
a full indemnity basis and any applicable taxes) ("Liabilities') incurred or sustained by the Bank of whatever nature and howsoever arising out of or in connection with the Bank acting on any remittance or funds transfer. The Bank shall not be liable for any Liabilities arising out of or in connection with acting on any remittance or fund transfer, save where such loss or damage is directly caused by the gross negligence or willful misconduct of the Bank or its employees. This indemnity is in addition to and is not to prejudice or be prejudiced by any other indemnity which
has been or may be given by the applicant.
xx. The Bank reserves the right, without prior notice, to (a) revise all charges from time to time, and (b) add, alter, vary and modify any or all of these terms and conditions ("Terms and Conditions") at any time at its discretion.
xxi. We undertake to abide by all the Terms& Conditions with respect to foreign outward cross border payments which are subject to change from time to time without notice to me/us.

Thanking You,
Yours Faithfully,

Date:

Place:

Authorized Signature(s) & Company Stamp

Annexure to be filled by the customer:

Standing Disposal Instruction Form – Inward Remittance (Overseas) : Annexure 1								
S.No.	**Sender's Name (As per SWIFT)**	**Purpose of Remittance (Description)**	**RBI Purpose Code (If available)**	**Curr**	**Amount (Max amount for One Time disposal)**	**Credit to EEFC A/c % age**	**INR Credit A/c No.**	**EEFC A/c No.**

Authorized Signature(s) & Company Stamp