

Forward Cover Form

Preferred Home Branch _____

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*

Mode of Operation

- Singly
 Either or survivor
 Jointly
 Others, please specify _____

Letter of Undertaking

(Customer to initial besides details filled in the blanks)

In consideration of Kotak Mahindra Bank Limited ("Kotak Bank") having at my / our request agreed to accept an amount of _____ (Currency and Amount) equivalent to _____ (Currency and Amount) as Fixed Deposit for a period of _____ (Tenure of Deposit) ("said FDR") and book a Forward Cover at my / our request for the said FDR. I / We do hereby irrevocably agree, confirm and undertake to Kotak Bank as follows:

- 1) That I / We shall not prematurely withdraw or liquidate the FDR for any reasons whatsoever unless permitted by Kotak Bank on such terms and conditions which I / We agree to abide.
- 2) That in the event Kotak Bank at my / our request permits premature withdrawal of the said FDR, then and in that event if any loss arises to Kotak Bank as a consequence of the premature withdrawal, I / We hereby irrevocably and unconditionally agree and undertake to pay without protest demur any amount which Kotak Bank may call upon me / us to pay on account of the loss. Further, I / We hereby authorize Kotak Bank to appropriate, recover and adjust the loss if any incurred by Kotak Bank consequent to the premature withdrawal of the said FDR from the amounts including the principal amount due and payable to me / us under the said FDR. I / We acknowledge that in the event there is any gain at the time of premature withdrawal Kotak Bank shall pay the gain amount to me / us after deducting any charges, dues etc. which may be payable by me / us to Kotak 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 Kotak Bank or me / us in the event of loss or gain as the case may be.
- 3) Without prejudice to any statutory rights and remedies, that Kotak Bank may have under the governing laws, Kotak Bank will have a specific lien on the said FDR and a right to appropriate the said FDR for the amounts due to Kotak Bank under the transaction.
- 4) 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 Kotak Bank, Kotak 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.
- 5) 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 FDR.

I/We hereby declare that:

1. I / We have not booked forward contract in respect of the above transaction with any other bank.
2. I / We undertake to utilize the contract against the same transaction for which the exchange is booked.
3. I / We shall quote the contract reference at the time of tendering documents.
4. We declare that we have not booked the underlying exposure with any other bank.
5. In case of import and non trade related transaction
 - a. No forward contracts were booked earlier and cancelled.
 - b. This is a rebooking which is within the limit set up by the bank as per RBI Instructions.
 - c. The documentary proof for the underlying exposure has been submitted.

6. We undertake to submit documentary proof for the underlying before utilization / cancellation of the forward contracts. Total such forward contracts (including the abovementioned) booked without production of proof or underlying during the financial year does not exceed limits stipulated by RBI.
 7. The contract is subject to extant FEDAI rules and regulations and prevailing RBI regulations.
- 6) It is understood that the contract is subject to FEDAI rules and authorize you to recover charges if any to the debit of my / our Account No. _____. In case of any failure to utilize the contract within its validity, you are at liberty to cancel the contract as provided under FEDAI rules.
- 7) The forward contract deal locks in the Rupee Return on the deposit. Future movements in currency markets cannot affect returns once the forward contract deal has been booked. The booking of the forward contract, protects the depositor from unfavorable movements in the exchange rate. On the other hand it must also be noted that, once the forward contract is booked, the depositor cannot take advantage of any favorable movements in the currency markets either.

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 the provisions of the aforesaid Act 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 you 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 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. 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 _____

Confirmation on Banking a Forward Cover

Bank's Copy

We confirm having a Forward Exchange Contract as per details below :

Forward Cover Reference Number : _____

Currency Bought _____ (Currency and Amount)

Rate _____

Equivalent _____ (Currency and Amount)

Linked Deposit Account Number

Maturity Amount _____

Maturity Date

Credit maturity proceeds to account

Please confirm that above details are in order

Confirmed above details in order

Authorised Signatory for Bank _____

Signatures(s)

1st Applicant

2nd Applicant

3rd Applicant

4th Applicant

Date _____

Place _____

GUIDELINES / CHECKLIST FOR THE APPLICANT FOR ENSURING SPEEDY & ERROR FREE REMITTANCE - REQUEST LETTER FOR BOOKING FORWARD CONTRACT

1. Signed Request letter.
2. Ensure that all columns are filled in.
3. On submission of duly completed request letter along with proof of exposure and conclusion of forward contract, bank will give you tracking reference no, which should be quoted for any further query / correspondence on this forward contract.

Documents enclosed

- Account Opening Form
- Forward Cover Form
- Any other document as stipulated by Regulators / Bank from time to time