



भारतीय स्टेट बैंक
STATE BANK OF INDIA

Madam/Dear Sir,

A warm greetings from "FCRA Team" of New Delhi Main Branch (NDMB) of SBI at 11 Sansad Marg, New Delhi 110001.

We at SBI are eagerly awaiting to on-board you in terms of the amendment in the FCRA Act dated 28.09.2020 mandating specified Branch i.e us, vide Gazette notification dated 07.10.2020.

As you all might be aware, entities who already have Certificate / permission u/s 12 of FCRA Act 2010 have to open their Designated FCRA Account for the purpose of receiving "Foreign Contribution"(FC) by way of Foreign Inward Remittances at NDMB. Entities who have applied or yet to apply for Certificate / permission u/s 12 of the FCRA Act to receive FC may also open their designated FCRA Account with us only. Entities may maintain other FCRA Account/Utilization Account with any other Branch/Bank in the country.

For seamless on-boarding & operational convenience, a Standard Operating Procedure (SOP) will be shortly made available at our Bank's web site as well as MHA's web site . Meanwhile, you (entities based outside Delhi)may approach any SBI branch convenient to you for submission of your completed documents for onward submission to us.

In terms of the amended act, Entities have the permission to maintain one or more Utilization Account. In this regard, you may consider opening the same with SBI branch of your choice which will lead to efficient conversion & its immediate transfer to your Utilization Account. In that case, you may have to submit two sets of AOFs.

We have a dedicated and committed work-force exclusively to cater to your needs at FCRA Cell,NDMB. Should you have any query you may reach out to us through the following Telephones, or mail ID, and in case the same is not addressed properly,you may reach out to the undersigned also.

Email- fcra.00691@sbi.co.in
Contact No.- 011 23374143/4213/4390/4392

Encl:

- (a) Account Opening Form (AOF)
- (b) Guidelines for AOF
- (c) Checklist for documents required
- (d) Part-I & Part-II (applicable to signatories of the account)
- (e) MLM declaration format
- (f) Internet Banking Request Form

Yours faithfully

Asst.General Manager (C&I), NDMB

GUIDELINES FOR FILLING THE ACCOUNT OPENING FORM (AOF) BY ENTITIES & THEIR AUTHORISED SIGNATORIES

Entities is defined as all such existing/intending customer who wish to apply for opening of Designated FCRA Account at the specified branch i.e SBI, New Delhi Main Branch at 11 Sansad Marg, New Delhi.

The AOF is to be duly filled by the FCRA customer without any cutting or any alteration. Detailed requirements are as under:

- a. Signature of all the authorized signatories (those who will operate the account for financial transactions) with their designation based rubber stamp , at the bottom of page 3 should sign as it relates to declaration for FATCA compliance .
- b. Page 4 to be signed by such entities who do not have PAN in the name of the organization.
- c. Page 5 to be signed by all the signatories along with their designation based rubber stamp and photo of the signatories to be pasted. In case the number of signatories are more than 3, photocopy of the page should be taken and rest of the signatories should sign on the same and affix their photographs.
- d. Page 6& 7 are not applicable and hence not to be filled.
- e. Page 8 to 10 ie Annexure-II is to be filled in the name of all the signatories in their "**personal capacity**" and photograph is to be pasted at the top of page No.8. Individual signatures to be made on page 10 **without rubber stamp**. For e.g. If the number of signatories are 5 -A, B, C, D and E; **all the individuals** have to fill form for themselves i.e total 5 forms will be filled along with photographs. Along with this form, KYC documents of the individual are required. Individual has to mention his or her SBI account number on this form (if available). In case the signatory is not having an account in any of the branch of SBI, he or she has to compulsorily fill Part I (Customer Information Sheet) and Part II(Account Opening Form) is optional if the signatory intends to open an account also with SBI and submit to the branch convenient to the entity.
- f. Page no. 11 i.e Annexure-III is to be signed by all the signatories with rubber stamp of the entity because it gathers the details of addresses of the entity.
- g. Page 12 i.e Annexure-IV, to be dealt with and signed as per information in the top 2 lines (introductory lines). It may be signed, even if it is not applicable.
- h. Multi Level Marketing (MLM) declaration as enclosed are to be duly signed by all signatories on the letter head (if available)of the FCRA customer.
- i. In addition to the above ,self attested KYC documents of the key persons (trustees/ directors/secretary/treasurer as the case may be) entitled to sign the Board Resolution are required to be submitted.

CHECKLIST FOR ACCOUNT OPENING

Limited Companies

1. Certificate of Incorporation dated (for inspection and return).
A copy of the same is Retained;
2. Memorandum of Association registered on and
Articles of Association dated to be submitted
3. A resolution from the Board of Directors and Power of Attorney granted to its managers, officers or employees to transact on its behalf; and
4. (a) Aadhaar number and (b) Pan or Form 60 issued to managers, officers or employees holding an attorney to transact on the company's behalf or where an Aadhaar number has not been assigned, proof of application of enrollment for Aadhaar and in case Permanent Account Number is not submitted an Officially Valid Document shall be submitted.

Other Documents

5. A declaration containing the names of all the beneficial owners together with their share holding / controlling interest / stake duly signed by the authorized signatory (**Annexure IV**)
6. Certificate of commencement of business (in case of Public Limited Company)
7. CIN No.
8. Copy of PAN of Company
9. Proof of Current Address
10. Any officially valid document/ Identification of those who have authority as per POA granted to operate the account (as applicable to individual accounts) and KYC of all such persons operating the account and beneficial owners
11. Certificate of Registrar of Joint Stock Companies dated
That the Company is entitled to commence business (for inspection, entry in the Power of Attorney Register and return). A copy of the same is retained.
(This certificate is not required when,
a. The company is a private company
b. The company was registered before 1913 and does not invite the public to subscribe for shares.
c. The company is Limited by guarantee and does not have a share capital).
12. Certified copy of a resolution dated (specimen copy attached), regulating the conduct of the account, to be obtained
13. Aadhaar and PAN of the Chairman / Managing Director / Chief Promoter etc of all Related persons or beneficial owners, Separate Annexure II for each beneficial owner to be submitted.

Societies

/ KYC Documents as applicable to Accounts of unincorporated Associations or Body of Individuals/Association / Clubs **Other Documents**

1. Copy of the Memorandum of Association registered on and Articles of Association dated Obtained.
2. Resolution of managing body for opening the account
3. Copy of the By Laws dated and resolution dated Of the Society, regarding the conduct of the account, obtained.
4. Government / Military Order dated obtained (whichever applicable).
5. Aadhaar and PAN of Chairman/ MD/ Chief Promoter/Secretary etc. of all Related persons or Beneficial owners, Separate Annexure II for each beneficial owner to be obtained.
6. Board Resolution (specimen attached)

Trusts

KYC Documents

1. Registration Certificate;
2. Trust Deed; and
3. PAN of the Trust; and
4. (a) Aadhaar Number; and (b) Permanent Account Number of Form 60 issued to the person holding POA on its behalf or where an Aadhaar number has not been assigned, proof of application towards enrollment for Aadhaar and in case Permanent Account Number is not submitted an Officially Valid Document shall be submitted.

Other Documents

5. A declaration containing the names of all the beneficial owners together with their share holding / controlling interest / stake duly signed by the authorized signatory.
6. Board Resolution (specimen attached).

In addition, please provide tax exemption certificate U/s 12 (a) of Income Tax Act, if available for necessary tax exemption-(Companies/trusts/Societies)

FORMAT FOR BOARD RESOLUTION

We hereby certify that the following resolution of the Board of direction of the Company Limited/Trust/Society was passed of a meeting of the Board held on the And has been duly recorded in the Minute Book of the said Company :-

"resolved :- that a bank account-Savings/Current (FCRA and Utilisation account) for the company/Trust/Society be opened with the State Bank of India, New Delhi Main Branch, New Delhi and that the said Bank be and is hereby authorised to honour cheques, bills of exchange and promissory noted drawn, accepted or made on behalf of the company by

..... and to act on any instructions so given relating to the account,whether the same be overdrawn or not, or relating to the transactions of the company/Trust/Society."

Internet Banking may be issued in this account.

/ sd/- sd/- / sd/-
/ Chairman Directors Secretary

MLM DECLARATION

My /Our Company / Firm is not MLM (Multi Level Marketing) Company /Firm.

OR

The Company is doing business of multi-level marketing and has given an undertaking to the Department of Consumer Affairs that the Company is in compliance with the Direct Selling Guidelines, 2016 issued by the Government of India, Ministry of Consumer Affairs, Food & Public Distribution as also any direct selling guidelines issued by the State Government, where the registered office of the Company is located. Further, the Company is not in violation and undertake not to violate the provisions of Prize Chit and Money Circulation (Banning) Act, 1978.

Signatures of Applicant with stamp

For Branch Use
Application Serial Number:

Requirement	Yes / No	SIGNATURE OF OFFICIAL
The Account Name tallies with Core Banking System Records of the Bank		
Signature on Registration Form Verified		
Recommended for Providing Internet Access		
Corporate Details Uploaded		
Corporate ID Generated		
Corporate ID Advised		

Notes:

- (a) Name of Company should appear in the same style and form as it appears in Core Banking System records of the Bank.
- (b) A separate Board resolution for using OnlineSBI services as per the format enclosed to Terms of Service and a copy of CINB- C4 recording acceptance of Terms of Service must have been received, scrutinized and attached to Account Opening Form.

Corporate-ID No

--	--	--	--	--

If application is rejected, then please enter reasons for rejection on the application form.

Mobile No.*.....

(*: Mandatory)

List of Account Numbers:

Please mention the 11 digit A/c number as mentioned in your Statement of Account. Use additional sheets if necessary. Each Account Number to be mapped has to be mentioned

① Local Admin

(Signature of Admin/Local Admin)

Signature of Admin/Local Admin

attested

For

Date:

1

2

3

(Authorized Signatory / Signatories)

Admin: In case of Khata Plus and Vistaar in Single Admin mode (or) Vyapaar

Local Admin: In case of Khata Plus and Vistaar in Multiple Admin mode

For Branch Use

Application Serial Number:

Requirement	Yes/ No	SIGNATURE OF OFFICIAL
The Account Name tallies with Branch Record		
Signature of authorized signatories on Registration Form verified and found correct		
Corporate ID quoted in the application form verified with web interface and confirm that the ID is valid for the Corporate		
Recommended for Providing Access to OnlineSBI..		
Internet Access Permitted		
Admin/Local Admin's details uploaded		

Notes:

- (a) Name of Corporate should appear in the same style and form, as it is stored in Core Banking System of the Bank.
- (b) Name of the Local Admin must be entered in the web interface strictly as it appears in the Registration Form.
- (c) Authorized Signatory means those person(s) who are authorized by a Board Resolution to operate on the account.
- (d) A Board resolution for using OnlineSBI services has already been obtained while registering Corporate ID and hence a Board Resolution for this application is not necessary.

If rejected, then please enter reasons for rejection on the application form.

CINB – C4

Confidential

STATE BANK OF INDIA
CORPORATE INTERNET BANKING
“OnlineSBI”

TERMS OF SERVICE

General

ENTITY NAME

1. M/S ----- hereinafter called as the company agrees to avail the 'Corporate Internet Banking Service' of State Bank of India (SBI) over Internet Channel. The company does accept such terms, regulations, conditions, stipulations laid down by SBI, from time to time, for the purpose.
2. The company agrees to execute from time to time necessary agreement form(s), authority letter(s) and any other related documents for this purpose.
3. SBI is hereby authorized by the Company to accept all valid instructions through the 'Corporate Internet Banking' service over electronic medium singly/jointly by using valid Username /Password from the authorized signatories in respect of Company's account(s) as per the operating rules from time to time.
4. The Company agrees to nominate Internet Banking Administrators and other users to manage the service for the Company.
5. SBI reserves the right to modify, change, add or cancel any of the services offered through OnlineSBI or the Terms of Service listed in this Document. The changes will be notified to the Users / Company.
6. SBI accepts the obligations to maintain the confidentiality, privacy and integrity of the transaction completed on the OnlineSBI Service. Record in respect of the transactions entered through the OnlineSBI Service will be maintained by the SBI in accordance with existing practices of SBI.

Operating Environment

7. SBI shall be entitled to use hardware, software and/or such other equipment and modify the same as necessary or appropriate for the provision of the services. The Company may also be required to modify/upgrade its systems to comply with the standards of the payment mechanisms (then in force) and the standards applicable to the various services provided by the SBI.
8. The registered User is free to choose a Username and Password of his choice as per the guidelines on the site. However, he is advised to avoid choosing a password that is a dictionary word or is guessable / inferable from personal data such as name, date of birth, address, telephone number, driving license / car number etc.
9. The User can access OnlineSBI from anywhere, anytime. However, as a matter of precaution and safety, he should avoid using PCs with public access.
10. In the interest of customer safety the system does not permit retrieval of a lost or forgotten Password. In case the User forgets his Password, he will have to register for a duplicate password and a fresh Password will be issued to him.
11. In case of an unintended termination of a valid session due to break in Internet Connectivity, it is suggested that the User login afresh and verify the status of last requested transaction and ensure that it has been recorded successfully

SBI's Terms

12. "OnlineSBI" is a service offered by SBI as per the Terms of Service and SBI is within its rights to deny access or withdraw access if the Company/User is found to be acting in violation of the terms of service.
13. Transactions originated by the Users are logged and transmitted to Core Banking System for fulfillment. The requests take effect only after the requests are successfully processed by the Core Banking System. The rules, regulations and conventions applicable to the banking transactions in the physical world will be applicable mutatis mutandi for the transactions done through the OnlineSBI service. For the present transaction requests would be processed at the branch during the business hours on the same day or next working day.

14. SBI presupposes, and the same is acknowledged by the Company, that log-in using appropriate Username and Password is a valid session initiated by none other than the User to whom the said Username and Password belongs. The SBI shall rely upon all electronic communications, orders or messages to SBI through the internet and SBI shall take it for granted that the originator of the communication is the User to whom the User ID/Password has been issued.
15. SBI is not bound to enquire as to whether or not the User has been duly authorized to access the OnlineSBI Service on behalf of the Company by an appropriate or competent authority of the Company. Accordingly, a person using the OnlineSBI Service on behalf of the Company shall be presumed by SBI to have the authority to have access to the OnlineSBI Service
16. SBI's obligation and remedy in the event of interruption to the Services or loss of use and/or access to the OnlineSBI Service, shall include taking all reasonable measures to restore the OnlineSBI Service and/or access thereto as soon as reasonably possible.
17. SBI shall not be liable for any direct, indirect or consequential loss or damage sustained by the Company by any direct or indirect use of or reliance on the electronic communication, orders or messages. SBI shall also not be liable to Company for any loss or damage caused arising in connection with the OnlineSBI Service and/or this Agreement, on account of interruption or stoppage to the access to and/or use of this OnlineSBI Service arising on account of circumstances not attributable to SBI or beyond control of the SBI.
18. Without prejudice to any other provision of this Agreement, SBI does not warrant to the Company that the OnlineSBI Service will be provided uninterrupted or free from errors or that any identified defect will be corrected; or the OnlineSBI Service shall provide any function not set out or described in any associated documentation provided by the SBI.
19. Notwithstanding what is stated in these terms and conditions, the agreement is only between the SBI and the Company. Therefore, any executive, officer or employee of the Company shall not have any legal rights or remedies against the Bank or against any executives or employees of SBI.
20. Though SBI strives to maintain the quality of service, timely delivery and execution of the instructions given by the Company, the same is not guaranteed by SBI and SBI does not accept any responsibility for not effecting or not completing any transaction entered into on the OnlineSBI Service due to any break-down in computer hardware or software systems including any break-down of internet services or any delay or default of service providers from whom SBI has availed of the services for providing the OnlineSBI Service.

21. SBI may for valid reasons refuse to execute any instructions placed by the Company.
22. Notwithstanding anything contained herein, where SBI has reason to believe that any transaction/debits or marking of liens, have been fraudulently made (hereinafter referred to as a "suspect transaction"), SBI shall be entitled to withhold payment pertaining to such suspect transaction in accordance with regulatory laws relating to Money Laundering etc. If SBI determines after due enquiry and investigation that the transaction is a valid transaction and not a suspect transaction, SBI shall release such withheld payment.

Provided that SBI shall not withhold payment to the Company without sufficient cause, which shall be informed by SBI to the Company on the finding of such sufficient cause.

Provided further that if within the period of 6(six) months SBI determines after due enquiry and investigation that any suspect transaction is not a valid transaction at all, SBI shall reverse the invalid transaction, consequently the Company shall be liable to SBI for the resulted outstanding balance, if any.

Obligations of the Company

23. The User must keep the Username and Password strictly confidential and known only to himself. It is a good practice to commit the password to memory rather than write it down somewhere. SBI is not responsible for loss sustained by the Company due to breach of this condition. The User is also cautioned against leaving the computer unattended during a valid session.
24. Should the User notice that any information relating to the Company's account(s) appearing on OnlineSBI is incorrect or discrepant the same should be immediately brought to the notice of the branch (es) of SBI by telephone/e-mail or letter.
25. The User will not attempt or permit others to attempt accessing OnlineSBI through any unlawful means.
26. SBI has taken care to protect the confidentiality and integrity of customer (Company) data/transaction on OnlineSBI. At the same time this is a joint endeavor of the SBI and the Company. SBI, therefore, expects the Company to appreciate the risks unique to transacting on the Internet and take precautions, as it may deem fit, in the interests of protecting confidentiality and transactional integrity. It is highly recommended that the advices of the IT department of the Company or an external consultant be sought in this regard. Similarly, for best results it is suggested that the Company's internal processes may be aligned to the procedures prescribed for the system.

27. The User undertakes that if any wrongful use or misuse of the system is noticed by the User or any other person authorized by the Company it shall be the responsibility of the User to bring the same to the notice of SBI forthwith and the User shall also co-operate with SBI in the event of SBI giving any alert about such wrongful use or misuse of the OnlineSBI Service.
28. The User undertakes not to disclose the conditions or any of the transactions made or entered through the OnlineSBI Service.
29. The duties and responsibilities of users are described in the user manual. SBI shall not be liable for any loss the corporate may suffer due to acts of omission and commission by the users of the corporate.
30. The Company agrees to pay charges/fees for OnlineSBI services as may be prescribed from time to time.
31. The Company hereby undertakes and agrees to protect SBI against all claims and liabilities arising directly or indirectly as a result of any breach or non-performance by any user or any act, neglect or default of the user.
32. Any dispute between Company and the SBI with regard to the transactions done through OnlineSBI will be subject to the jurisdiction of the competent Courts where the SBI branch maintaining the relative account of the Company is located and will be governed by Indian Laws in force from time to time.
33. By signing the Online Registration Form the Company hereby confirms that the Terms of service herein contained shall constitute the agreement between SBI and the Company for the use of the OnlineSBI Service.
34. Authorized signatory confirms that he/they is/are duly authorized by the Company to execute this agreement.

Accepted	
Signature	
Authorized Signatory of the Company	
Place	Date

1
✓

2
✓

3
✓

CINB – C5 (VYAPAAR)

Form C5

Format of Board Resolution (in respect of companies) to be submitted by the Corporate along with the Corporate Internet Banking Registration Form

Resolved that:

The Company do avail the 'Corporate Internet Banking Service' over Internet Channel with State Bank of India (SBI) at their various Branches and the Company accepts such "Terms of Service" for Corporate Internet Banking laid down by SBI from time to time for the purpose.

Resolved further that each of the officials as empowered by the Company to operate the Company's accounts with SBI either singly or jointly as the case may be, is hereby authorized to apply for and avail of the 'Corporate Internet Banking' facility offered by SBI and do all they have been authorized, electronically, using their user name and password.