Annexure CA-11

LLP Resolution for opening current account and availing banking facilities

Extracts of the meeting of the Partner of Client Name Limited Liability Partnership (LLP) held on <Month DD, YYYY> at <Place>

Resolved that

1. A Current Account (“Account”) in the name of the LLP be opened with ICICI Bank Limited (“ICICI Bank”) at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(i) The persons named in Table A are authorised to sign and deliver necessary Application Forms and other documents thereof and do all acts and deeds as may be required by ICICI Bank in connection with opening/ activating the Account as well as for operating the Account and that the LLP accepts the terms and conditions applicable for the Account and in connection with any product or service offered in respect of such Account contained in the Application Forms and displayed on the website www.icicibank.com ("Website");

Table A

|  |  |
| --- | --- |
| Authorised Signatory for opening of Account | Specimen Signature |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

(ii) The Account of the LLP shall be operated up to the monetary limit prescribed foreach of the Authorised Signatory(s) for Account operation provided in Table A2 and the Mode Of Operation(“MOP”) of the Account shall be joint/ single/ either or survivor/ former or survivor/later or survivor/\_\_\_\_\_\_\_\_\_\_\_\_ (or in any other style).

Table A2

|  |  |  |  |
| --- | --- | --- | --- |
| Authorised Signatory for operations of Account | Designation | Specimen Signature | Limits[[1]](#footnote-1) |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_ |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_ |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_ |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_ |

(iii) The persons named in Table B shall be authorised to operate the Account through the [[2]](#footnote-2)[[3]](#footnote-3)[[4]](#footnote-4)mode of Phone Banking, Internet Banking, E-mail, Debit Card, ATM Card offered by ICICI Bank for operation of the Account from time to time.However, the Authorised Signatory for the operations of Account *(change if any other signatory)* are severally authorised to collect the applications and other documents from the Authorised Signatories mentioned in Table B and submit the same to ICICI Bank and collect the Login ID and Password(s)/ Debit Cards / ATM Cards, as the case may be, from ICICI Bank and deliver the same to the respective Authorised Signatory.

Table B

1. Corporate Internet Banking (CIB)

|  |  |  |  |
| --- | --- | --- | --- |
| Names of the Official (User) | 3Limit (Rs.) | | 4To be Approved by: |
| From | To |
| \_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_ |
| \_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_ |

1. Phone Banking, Email

|  |  |
| --- | --- |
| Sr. No. | Name of the Official (User) |
| \_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_ |
| \_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_ |

(C) ATM Card / Debit Card

|  |  |
| --- | --- |
| Sr. No. | Name of the Official (User) |
| \_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_ |
| \_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_ |

2. The Designated [[5]](#footnote-5)Partners of the LLP are severally authorised to additionally authorise such other official(s) to operate the Account in any of the modes indicated above and decide on adopting any other mode of operation of the Account that ICICI Bank may offer from time to time.

3. The LLP does avail and the Designated Partners are severally authorised to avail from ICICI Bank facilities in the normal course of business in the form of Overdraft, Cash credit, Demand Loan, Bill purchase/ Discount, Letters of Credit, Letter of Undertaking (Buyers Credit), Bank Guarantee and such other Fund based/Non-Fund based Facility(ies) as may be offered by ICICI Bank from time to time upto the Limit of Rs. <Amount> in aggregate/ individually *(delete inapplicable)*, secured/ backed by 100% Fixed Deposit with ICICI Bank generated from the amount standing in the Account and to draw or accept Bill of exchange on such terms and on such conditions as may be stipulated by ICICI Bank and the Authorised Signatory mentioned in Table C8 are severally authorised to negotiate, finalise, settle, execute and deliver with/ to ICICI Bank such documents as may be required by ICICI Bank and complete all formalities for creating Fixed Deposit out of the Account and creating security thereon in favour of ICICI Bank in the manner required by them for availing the Facility(ies).

Table C

|  |  |
| --- | --- |
| Sr. No. | Name of the Official (User) |
| \_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_ |
| \_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_ |

4. This resolution is issued in the usual course of business of the LLP, signed, certified and stamped as being true, correct and updated, to ICICI Bank, in the manner as mentioned in the LLP Agreement dated <Month DD, YYYY> and which shall as between ICICI Bank and the LLP, be conclusive evidence to bind the LLP with respect to any and all the instructions provided herein.

And that this resolution be communicated to ICICI Bank and shall remain in full force and effect until notice in writing of its withdrawal, or cancellation, or amendment is given to ICICI Bank by LLP.

|  |  |
| --- | --- |
| Fill the name of all the Partners including all Designated Partners, as per the Incorporation Document\* | To be signed here by all the Partners including all Designated Partners, as per the Incorporation Document (under Firm stamp) |
| \_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_ |
| \_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_ |
| \_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_ |
| \_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_ |

\*All Partners need to sign the LLP Letter UNLESS POWER IS DELEGATED by all Partners to specified Designated Partners and mentioned expressly in the constituent document, i.e. LLP Agreement/ registered Incorporation Document to legally bind the LLP Firm.

Dated <Month DD, YYYY> Certified copy should be dated as on date of certification.

Most Important Document (MID)

**Select: Bank/Customer Copy (one copy to be retained by the Bank and other to be given to the customer)**

Bar Code \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_(please quote this bar code for any future reference communication)

Account Name: Client Name

**Product suitability grid:**

|  |  |  |  |
| --- | --- | --- | --- |
| Annual turnover | Metro and Urban locations | Semi Urban | Rural |
| Up to Rs <30> lakh | Roaming Current Account Standard | Roaming Current Account Standard | NA |
| Rs <30> lakh to Rs <60> lakh | Classic 2.0 | SBA 2.0 Silver | SBA 2.0 Silver |
| Rs <60> lakh to Rs <120> lakh | SBA 2.0 Silver | SBA 2.0 Gold | Select Circle Silver/ SBA 2.0 Gold |
| Rs <120> lakh to Rs <600> lakh | SBA 2.0 Gold | SBA 2.0 Gold | Select Circle Gold / SBA 2.0 Gold |
| More than Rs <600> lakh | SBA 2.0 Platinum | SBA 2.0 Platinum | SBA 2.0 Platinum |

Depending on unique customer business requirements like import/export transactions, new start up, etc. special variants are available. Please ask the Bank executive to explain the features of the same to you or visit our **website www.icicibank.com.**

1. I/We have understood the Charges applicable to the product variant opted for. I/We also understand that we are required to maintain a Monthly Average Balance (MAB)/Quarterly Average Balance (QAB) or Total Monthly Throughput (MTP) in the Current Account variant opened by me/us for which ICICI Bank (‘’the Bank”) would provide services, as applicable, free of charges except where otherwise specified in the charges and Non Maintenance charges will be levied as per the service charges applicable without any further notice, if MAB/QAB is less than mentioned.

|  |  |  |  |
| --- | --- | --- | --- |
| Current Account Variant | MAB/QAB | MTP | Non-Maintenance charges (Rs) \*\* |
|  |  |  |  |

1. I/We confirm that I/we have read the Terms & Conditions at www.icicibank.com which details the rules governing account operations and am/are in possession of the Service Charges applicable, which specifies the charges applicable for various services as mentioned.
2. I/We hereby authorise ICICI Bank to send me mobile or e-mail alerts, as the case maybe, on the mobile number/e-mail ID mentioned on Account Opening Form, in accordance with the terms thereof.
3. I/We undertake that I/we will submit the PAN details within 30 days of account opening. I/We understand and accept that if I/we fail to do so within the time stipulated by the Bank, the Bank shall have a right to close my/our account, without any further intimation in that regard.
4. I/We confirm receipt of copy of this MID for my/our records.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Signature of Authorised Signatory under the rubber stamp of the firm)

Date: 22-May-20 Place \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature of Bank officer: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Employee ID: \_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_

**\*\*Excluding GST and other Government taxes as applicable.**

The code of commitment of ICICI Bank is available at all branches of ICICI Bank and also available at www.icicibank.com. Code of commitment will be sent to you after account opening.

Date: 22-May-20

To

Branch Manager,

ICICI Bank Ltd

TO WHOMSO EVER IT MAY CONCERN

**Subject: Submission of requisite KYC documents within 15 days**

I /We write with respect to our application for opening of a current account in the name of Client Name with ICICI Bank without the immediate submission of KYC (Know Your Customer) in the name of the Entity, Authorised Signatories and Beneficial Owners as required by applicable ICICI Bank policy/process. I/We hereby declare that presently we are unable to submit the requisite documents due to current situation of lock down.

I / we do here by give my/ our consent of the signature/s updated in the existing account \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ to be used for the above said account opening request.

I/we do hereby understand that in the event the cumulative debits in the account exceeds Rs 10 lakhs, then bank shall be entitled to place this account under Debit Freeze, until the requisite KYC documents are submitted.

I/we hereby undertake to submit the required document/s failing which ICICI may take the following steps without providing us/me with any further intimation/notice.

In the event the required documents are not provided within 7 days from lifting of lockdown, I/We understand that ICICI shall be entitled to place this account under Debit Freeze.

In the event the required documents are not provided within 15 days from lifting of lock down, I/We understand that ICICI shall be entitled to close the account as per applicable ICICI Bank’s policy/process.

In the event ICICI Bank is required to close this account. I/we understand that ICICI Bank shall send the available funds in the account vide a DD/PO in the name of account holder to the address registered with ICICI Bank in relation to this account.

I/We undertake not to hold ICICI Bank responsible for any direct, indirect, consequential liability/claims/loss suffered by me/us due to ICICI Bank undertaking any of the aforesaid actions.

Thank you,

Signature

F**ATCA /CRS Declaration Form - (Non-Individual)**

Customer ID\*/Account No\*: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Bar Code: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: Client Name

|  |  |  |
| --- | --- | --- |
| A.  Is the account holder a Government body or an International |  |  |
| Organization like World Bank, WHO, IMF etc. | YES/NO |  |
|  |  |  |
| B. Is the account holder a listed entity on a recognized stock exchange |  |  |
| *If “yes” please specify name of stock exchange \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_* | YES/NO |  |
|  |  |  |
| C. Is the account holder an Indian Financial Institution |  |  |
| *If “yes”, please provide your GIIN \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_* | YES/NO |  |
| *(If GIIN is not there then provide the reason for not having it)\_\_\_\_\_\_\_\_\_* |  |  |
|  |  |  |
| D. Is the account holder tax resident of any country other than India |  |  |
| *If “Yes”, then please fill FATCA/ CRS self-certification form* | YES/NO |  |
|  |  |  |
| E*.* Is the entity substantially owned or controlled by persons resident for |  |  |
| tax purpose in any country outside India or US persons: | YES/NO |  |
| (Kindly go through the table below and select the appropriate category) |  |  |

|  |  |  |  |
| --- | --- | --- | --- |
| S. No. | Entity Type | Controlling Person / Substantial owner | *Yes/ No* |
| E-1 | Company | Any natural person holding more than 25% of shares or capital or profits in a company or chain of ownership | YES/NO |
| E-2 | Partnership | Any natural person holding more than 15% of the capital or profits of the partnership firm | YES/NO |
| E-3 | Unincorporated association or Body of individuals | Any natural person holding more than 15% of the property or capital or profits of an unincorporated association or body of individuals | YES/NO |
| E-4 | Trust | Any natural person being the settlor of the trust, the trustee, the protector, the beneficiaries with 15% or more interest in the trust and any person exercising ultimate effective control over the trust through a chain of control or ownership where the account holder is a trust | YES/NO |

|  |  |  |
| --- | --- | --- |
| E-5. If the answer to question ‘E’ is Yes but the answer E-1 to E- 4 is ‘No’ | YES/NO |  |
| then is there any natural person exercising control over the entity |  |  |
| through voting rights, agreement, arrangements, etc. or any other means. |  |  |
|  |  |  |
| E-6. If the answer to question ‘E’ is Yes but the answer E-1 to E- 5 is ‘No’ | YES/NO |  |
| then relevant natural person who holds the position of senior managing official |  |  |

If any of the above point in section E is ticked as Yes & the controlling persons are resident for tax purpose outside India or US persons then provide FATCA/CRS Self- Certification.

|  |
| --- |
| **Customer Declaration** |
| (I) Under penalty of perjury, I/We certify that:  1.The applicant is (i) an applicant taxable as a US person under the laws of the United States of America (“U.S.”) or any state or political subdivision thereof or therein, including the District of Columbia or any other states of the U.S., (ii) an estate, the income of which is subject to U.S. Federal Income tax regardless of the source thereof, or (This clause is applicable only if the account holder is identified as a U.S. person)  2.The applicant is taxable as a tax resident under the laws of the country outside India (This clause is applicable only if the account holder is a tax resident outside of India)  (II)I/We understand that the Bank is relying on this information for the purpose of determining the status of the applicant in compliance with FATCA/CRS. The Bank is not able to offer any tax advice on FATCA or CRS or its impact on the applicant. I/We should seek advice from professional tax advisor for any tax questions  (III) I/We agree to submit a new form within 30 days if any information or certification on this form becomes incorrect  (IV) I/We agree that as may be required by regulatory authorities, the Bank may also be required to report reportable details to CBDT or close or suspend my account  (V) I/We certify that I/we provide the information on this form and to the best of my/our knowledge and belief the certification is true, correct, and complete including the taxpayer identification number of the applicant. |

|  |
| --- |
| **Name of the Entity :**  Client Name |
| **Signature1 ­­­­**  : \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **Signature 2**  : \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| **Signature 3**  : \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **(As per MOP)** |
| Date: 22-May-20 |

**Declaration of no amendment/changes to the constitutional documents**

Date: 22-May-20

To,

Branch Manager,

ICICI Bank Ltd

\_\_\_\_\_\_\_\_\_ Branch.

Sir/Madam,

We, Client Name (Name of entity) registered under \_\_\_\_\_\_\_\_\_\_\_ and having our registered office at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ state that we had submitted the following documents to Bank at the time of opening the account number\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Documents submitted to Bank:

1. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

2. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

3. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

4. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

5. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

We request you to use the same set of documents for opening of new account during the lock down period.

We hereby confirm that, there has been no change or amendment to the documents as stated above or any clauses therein and the said documents as submitted to Bank are valid and subsisting as on the date of this declaration.

We hereby agree and undertake to hold harmless and keep ICICI Bank fully indemnified against claims and damages, which may be made in respect hereof by reason of ICICI Bank relying and acting on this declaration.

We further agree and undertake to pay and make good all such losses, damages or expenses, upon demand being made, and also to comply with such requirements including furnishing or execution of such further deeds, documents or writings as ICICI Bank may require.

Thanking you,

For \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. 1 Optional [↑](#footnote-ref-1)
2. 2 Different Modes are optional & Applicant can opt for any one or more of them [↑](#footnote-ref-2)
3. 3 Applicant can set the Limits [↑](#footnote-ref-3)
4. 4 Optional for Applicant and can be waived by Applicant. [↑](#footnote-ref-4)
5. 6 Optional for Applicant and within the option the Applicant can choose the product(s) for availing and set limit(s) (even product-wise) and accordingly the clause can be altered. 7 Please ensure that the LLP deed provides the authority to the Designated Partners to avail of the aforesaid facilities. 8 To be inserted if required. [↑](#footnote-ref-5)