



Scotiabank

Account Opening

Non-Personal

Name of Business : \_\_\_\_\_ Date \_\_\_\_\_

Customer CKYC No. : \_\_\_\_\_

Registered Address : \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Telephone : \_\_\_\_\_ Mobile: \_\_\_\_\_ Fax: \_\_\_\_\_

A/c Type ☐ Current ☐ Term ☐ Other (Specify)

Mailing Address (if different from above)

\_\_\_\_\_

\_\_\_\_\_

Type of Business (give details) -

	Years in Business
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	Registration/ Incorporation Number	
--	------------------------------------	--

	Date of Incorporation	
--	-----------------------	--

	Tax Identification/ P. AN No. :	
--	---------------------------------	--

	Legal Entity Identifier (L E I)	
--	---------------------------------	--

	GTSIN Number	
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Details of Introducer:

Name : Discontinued please ignore \_\_\_\_\_

Title: \_\_\_\_\_ Scotiabank A/c. No. : \_\_\_\_\_

Address : \_\_\_\_\_

I / We certify that I / we have known the applicant for the past \_\_\_\_\_ years.

Signature : \_\_\_\_\_

Source of Initial Deposit

Expected activity during 1st year

Customer's Lawyer Name : Discontinued Not required \_\_\_\_\_

Address : \_\_\_\_\_

Customer's Auditor Name : Discontinued Not required \_\_\_\_\_

Address : \_\_\_\_\_

Customer's Present Name : \_\_\_\_\_ A/c. No. : \_\_\_\_\_

Previous Banker

Address : \_\_\_\_\_

Name : \_\_\_\_\_ A/c. No. : \_\_\_\_\_

Address : \_\_\_\_\_

Deposits Details

We hand you herewith in Cash / by Cheque \_\_\_\_\_ drawn on \_\_\_\_\_

the sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_)

Which please place as a deposit repayable after \_\_\_\_\_ days / months at call bearing interest at the rate of \_\_\_\_\_ % per annum simple interest

Term Deposit Maturity Intimation : ☐ Required ☐ Not Required



Instructions for Interest Payments

We understand that in the absence of such instructions to the contrary at least 3 working days prior to maturity; deposits shall be renewed for a similar period at the interest rates applicable on the day of maturity together with any interest which has accrued thereon. Please receive the said sum and issue us a receipt which should be payable with interest at the aforesaid rate on the due date to us. We hereby agree that on written instructions from us repayment of the Fixed Deposit before the date of maturity may be made to us. We further agree that the rate of interest payable on the Fixed Deposit is strictly subject to the directives of the Reserve Bank of India issued from time to time and is subject to change without notice. We confirm that we are a company / firm resident in India. We also agree that no claim will be made by us for any interest on the Fixed Deposit for any period after the maturity date of the Fixed Deposit, if we fail to present the receipt to the Bank for its repayment on the due date. A fresh deposit receipt replacing the old receipt will be available to the depositor and on issue of the same, the Bank will be discharged from any obligation under the old deposit receipt.

Initial Deposit

Expected Activity

Loan Against Deposit

- 1 Loan Facility ☐ Not Required ☐ Required - Required up to Rs. .... (.....%) of deposit (maximum facility is 75% of the Fixed Deposit)
- 2 We authorize the Bank to charge interest on the loan facility at - Commercial rate of interest i.e. % p.a. (rates exclusive of interest tax and subject to RBI stipulations from time to time.)
3. At our request, you have agreed to grant us a loan facility against security of Fixed Deposits. The validity of the loan facility will coincide with the tenor of the Fixed Deposit. The limit of the loan facility, which may from time to time be granted by you to us shall at times be an amount not greater than seventy five percent (75%) of the aggregate value of Fixed Deposits with you under our customer number at any point of time.
4. In consideration of your granting us a loan facility, we unconditionally agree that the amount of all fixed deposits now placed or which may hereafter be placed with you and all interest accrued or accruing thereon standing to our credit in your books, shall be and stand specifically charged (and we hereby pledge the same in your favour) by way of a first ranking priority, continuing security with the due payment to you of all such monies whether for principal or interest in relation to such loan facility, as per the record in your books.
5. You shall be entitled in your absolute discretion, at any time without notice to us to discontinue, cancel and / or terminate such loan facility and utilize, apply, set off, appropriate and adjust the principal sum and all interest standing to our credit in relation to such fixed deposit or any other part thereof in or towards satisfaction and liquidation of the balance outstanding by us under or in respect of such loan facility.
6. We unconditionally and irrevocably agree that in the event of the amount in the loan facility being withdrawn is in excess of 75% of the aggregate value of the Fixed Deposit(s) and / or any amount including interest remaining outstanding under the loan facility account, your bank will be entitled without any notice to us and we hereby authorise you whether before or on maturity of the Fixed Deposit(s), or any of the Fixed Deposit(s), to appropriate and adjust the amount of Fixed Deposit(s) or any of them, including accrued interest thereon towards the amount due and / or withdrawn under the facility. We agree and confirm that we are not entitled to and shall not withdraw any part of the Fixed Deposit(s). We agree that on maturity of the Fixed Deposit(s), the Fixed Deposit(s) amount together with the interest shall be paid to us after deducting there from any penalty payable by us.
7. We unconditionally and irrevocably agree that in the event of continuation of the loan facility beyond the term of the Fixed Deposit(s) or any of them you are hereby authorised to renew the term of the fixed deposit(s) or any one of them.
8. We agree to abide by the above clauses, even in the event that the loan facility is requested for by us at a date subsequent to the opening of the account a any time during the period of validity of the fixed deposit(s)

INDIVIDUAL DOING BUSINESS AS SOLE PROPRIETOR

I, the undersigned, am carrying on business as sole proprietor under the name and style of.....  
..... I declare that I have no partner in the business which I am carrying on under the same name and style.  
In consideration of THE BANK OF NOVA SCOTIA doing business with me under the said name and style and / or under my own name, I do hereby agree that I am and will be liable and responsible to THE BANK OF NOVA SCOTIA for all transactions entered into or to be entered into with the said Bank by me or by my duly constituted attorney in the said name and style and for every promissory note, bill of exchange, draft, cheque, receipt or other instrument, made drawn accepted, endorsed, or signed by me or by my said attorney in the said name and style

Name & Address of the witness

.....  
.....  
Signature of witness.....

.....  
.....  
Signature of Sole Proprietor.....

PARTNERSHIP - TRADING / NONTRADING

We, the undersigned, being all the partners in the firm of..... registered under the Indian Partnership Act 1932 with the registrar at..... do hereby acknowledge and agree that we are and will be jointly and severally liable to THE BANK OF NOVA SCOTIA for all transactions entered into or which may be entered into with the said Bank in the name of the said firm, and for every promissory note, bill exchange, draft, cheque, receipt, agreement or other instrument or document made, drawn, accepted, endorsed or signed in the name of the said firm by as one of the following partners of the said firm:

.....  
.....  
.....  
.....

.....  
.....  
.....

and that we shall be jointly and severally liable to the said Bank as aforesaid notwithstanding (a) the dissolution of the said firm, (i) by expiration of the partnership agreement, (ii) by death, insolvency or retirement of any partner, or (iii) otherwise; (b) any change in the constitution of the firm by the death, retirement insolvency or otherwise of any partner or partners or the admission of any new partner or partners or; (c) any change in the name of the firm This agreement shall continue in force until written notice to the contrary signed by one of the undersigned shall have been received at the above branch of said Bank.

Name & Address of the witness

Partners' Signature

.....  
.....  
.....

.....  
.....  
.....

Documentation Copy of Partnership Deed

AGREEMENT REGARDING OPERATION OF ACCOUNT

THE UNDERSIGNED (the "Customer") for valuable consideration hereby agrees with THE BANK OF NOVA SCOTIA (the "Bank") that the operation of each account which the Customer now or hereafter has with the Bank at any branch or office of the Bank and the carrying on other banking business by the Customer with the bank at any branch or office shall be subject to the following terms and conditions:



1. **WAIVERS** : Subject to any specific instructions given to the Bank in writing by the Customer. (a) The Customer hereby waives presentment, notice of dishonour and protest of all bills of exchange, promissory notes, cheques and other instruments (each an instrument") drawn, made, accepted or endorsed by the Customer now or hereafter delivered to the Bank for any purpose whatever, and the Customer shall be liable to the Bank in respect thereof as if presentment, notice of dishonour and protest had been duly made or given; (b) If the Bank should consider it in the best interest of the Customer or the Bank that any instrument should be noted or protested because of any endorsement other than that of the Customer or for any other reason, the same may be noted or protested at the discretion of the Bank, but the Bank shall not be liable for failure or omission to note or protest any such instrument.

2. **USE OF AGENTS AND TRANSMISSION SYSTEMS** : (a) The Bank may use the service of any correspondent or other entity or any funds transfer method or system as it may deem best in doing any act or thing in the course of or in connection with the banking business of the Customer, Such correspondent or other entity, in providing such services, and the Bank, in using such services or funds transfer methods or systems, shall be deemed the agent of the Customer; (b) The Bank shall not be liable to the Customer by reason of: i) any act or omission of such correspondent or other entity in the performance of such services or the failure of any such funds transfer method or system due to any reason beyond the reasonable control of the bank or ii) the loss, destruction or delayed delivery of any instrument, security, certificate, document, instruction or signal if any kind while in transit or while in the possession or control of a person other than the Bank. (C) The Bank shall not be liable to the Customer for any delay in completing or failure to complete any funds transfer instructions: i) through the use of any funds transfer method or system for any reason not within the reasonable control of Bank, or ii) due to any chronology in handling transfer instructions by the Bank or any other party or system.

3. **CREDITING ACCOUNTS AND CHARGES TO ACCOUNTS**: (a) The Bank may charge against any account of the Customer:

- i) the amount of any instrument, drawn, made, accepted or endorsed by the Customer which is payable at any branch or office of the Bank in respect of which the bank must reimburse a third party; ii) the amount of funds instructed by the Customer to be transferred to a third party or other account iii) the amount of any instrument cashed or negotiated by the Bank for the Customer or credited to transfer the Customer's account for which payment is not received by the Bank. iv) the amount credited to any account of the Customer pursuant to any instruction to transfer funds whether by the Customer or any third party howsoever implemented, which is reversed in whole or in part for any reason or in respect of which settlement is not received by the Bank; and v) any other indebtedness or liability of the Customer to the Bank, together with any expenses incurred by the Bank in connection therewith, whether or not the charging of any such amount against any account of the Customer creates or increases an overdraft. (b) The Customer shall be and shall remain liable to the Bank in respect of each such amount so charged and hereby promises to pay on demand any overdraft, together with interest and interest on overdue interest thereon at the interest rate charged by the Bank from time to time for overdrafts. In any event, the Bank reserves the right to receive any instrument payable or endorsed to the Customer as a collection agent for the Customer and to delay crediting any account of the Customer with the amount of such instrument or the amount referred to in a funds transfer instruction pending collection upon such instrument or settlement of net positions of participants in any funds transfer systems, as applicable. The Customer agrees to pay service charges at the usual rates charged by the Bank from time to time for services normally provided in connection with the operation of any account of the Customer, unless otherwise agreed, and to pay such other charges as may be agreed upon by the Customer and the Bank for such other services as the Bank may provide to the Customer from time to time and the Bank is hereby authorized to debit any of the Customer's accounts with the amount of such charges. (c) The Bank may at any time and without notice to the Customer consolidate all or any one of the Customer's accounts with the liabilities to the Bank and set off or transfer any sum or sums standing to the credit of any one or more of such accounts or in any other respect whether such liabilities be actual or contingent, primary or collateral, and several and joint.

4. **INSTRUCTIONS AND CONFIRMATIONS** : Where the Bank is requested to act upon any instructions respecting banking business of the Customer, the Bank shall incur no liability in acting upon such instructions including, without limitation, telephoned, oral, electronic or other instructions or directions which the Bank believes in good faith to have been given by the Customer or by an authorized representative or attorney of the Customer. In the event of a discrepancy between any such instructions and any written confirmations thereof, such instructions as understood by the Bank is agreed to be paramount.

5. **USE OF CHEQUES AND STOP PAYMENT INSTRUCTIONS** : (a) It is understood and agreed that in the ordinary course all cheques issued by the Customer will be drawn on the branch or office of the Bank where the account is maintained and on forms satisfactory to the Bank for each type of account. The Customer expressly relieves the Bank of any and all responsibility which it may incur on account of refusing to honour any cheque or other order for payment not drawn on such branch or office of the bank at which the Customer maintains the account, and / or any cheque or other order for payment not drawn on such branch or office of the Bank at which the Customer maintains the account, and / or any cheque or other order for payment not made on forms satisfactory to the Bank. (B) The Customer further agrees to fully indemnify and save harmless the Bank against all damages costs and expenses which the Bank may incur through refusing payment of any cheque(s) or reversing or revoking any transfer instructions for which the Customer issues or communicates a stop payment. reversal or revocation order to the Bank, and discharges the Bank from any responsibility resulting from payment of such cheque(s), or completion of any reversed or revoked instruction being made due to the Customer's failure to furnish the Bank with accurate information as to the cheque(s) to be countermanded or its instructions to be reversed or revoked provided that the Bank may treat all funds transfer instructions as final and not subject to stop payment or recall and the Customer shall not have the right to reverse, adjust or revoke any instruction after it is received by the Bank except with the consent of the Bank, such consent to be invalid if the instruction shall have already been acted upon by the Bank prior to its acting upon adjustment reversal or revocation. (c) The Bank may in its sole discretion refuse to honour any instruction, instrument, cheque or other order for payment if drawn or made with respect to an account impressed with a trust expressed implied or constructive. The Bank shall incur no liability as a consequence of such refusal.

6. **MAILING OF ACCOUNT RECORDS** : In respect of those accounts in which a statement is issued, the Customer hereby instructs the Bank to mail a statement of account from time to time to the Customer at the address of the Customer recorded in the books of the Bank. This instruction will continue in force until a contrary instruction in writing is received by the Bank from the Customer; The Customer agrees that if a statement of account is not received within 10 days after the end of the cycle established for their preparation, the Customer will notify the Bank not later than 5 days thereafter.

7. **VERIFICATION OF ACCOUNT**. (a) Upon receipt from the Bank from time to time of a statement of account of the Customer, the Customer will check the credit and debit entries in the said statement and examine all cheques and vouchers included therewith; (b) The Customer will within thirty days of the delivery of a statement to the Customer, or if the Customer has instructed the Bank to mail the said statement, within thirty days of the mailing thereof to the Customer, notify the Bank in writing of any errors or omissions therein or therefrom; (c) At the expiration of the said thirty days, except as to any errors or omissions of which the bank has been so notified and except as to any amounts improperly credited to the Customer's account it shall be finally and conclusively settled in a respects save as set out in (d) below, as between the Bank and that Customer that: (1) the amount of the balance shown in such statement is true and correct. (2) the said cheques and vouchers are genuine. (3) all amounts charged to the said account are properly chargeable to the Customer. (4) the Customer is not entitled to be credited with any amount not shown on the said statement. (5) the Bank is totally and irrevocably released from all claims by the Customer in respect of any and every item in the said statement, and (6) the Customer fully and completely acknowledges that the Customer will have no further action against or recourse to the Bank in respect of the debit entries in the said statement and all cheques and vouchers included therein. (d) Nothing herein contained shall preclude the Customer from later objecting to any payments made on unauthorized or forged endorsements provided notice in writing is given to the Bank forthwith after the Customer has acquired knowledge thereof.

8. **VERIFICATION OF TRANSMISSION OF FUNDS** : (a) With respect to any funds transfer implemented by or through any transmission system the Customer will review promptly the written or electronic notification of transfer sent to the Customer by the Bank after each transfer and promptly, and in any event within twenty-four hours of receipt or deemed receipt of same, report to the Bank any discrepancy or objection concerning such transfer. The Customer expressly agrees that the failure to promptly report any such discrepancies or objections. (b) Such notifications may be sent to the Customer by mail at its last known address and shall be deemed to have been received four business days subsequent to mailing, or by electronic notification to the Customer and shall be deemed received twenty-four hours subsequent to sending such notification. Any delay due to an interruption in any authorized communication service shall extend the date deemed receipt commensurately.

9. **FORGERY AND UNAUTHORIZED SIGNATURES** : (a) The Customer shall: (1) maintain system and controls sufficient to prevent and detect thefts of instruments loss due to forgeries or fraud involving instruments, and (2) monitor the conduct of employees and agents having banking functions. (b) The Bank shall not be liable for any loss due to a forged or unauthorized signature, unless the Customer proves that: (1) the forged or unauthorized signature was made by a person who at no time was the Customer's employee or agent. (2) the loss was unavoidable despite compliance with (a) above and (3) the loss was unavoidable despite steps to prevent forgery, unauthorized signatures and any loss resulting therefrom.

10. **LIMITATION OF LIABILITY** : (a) Notwithstanding any oral or written advice from any person respecting the purpose of any instrument or instruction the Bank shall not be liable for any consequential or special damages. (b) The Bank shall have no responsibility or liability to any person for any reduction in any account due to taxes or depreciation in the value of the funds credited to the account or for the unavailability of such funds due to restrictions on transfer, payment or convertibility or due to any requisitions involuntary transfers, distress of any character, exercise of military or usurped power or any other cause beyond the control of the Bank. In any such event, the Customer shall have no claim, action or other recourse against the Head office or Executive Office of the Bank, or any branch subsidiary or affiliate of the Bank other than the branch or office at which the account is maintained.

11. **DISCLOSURE OF INFORMATION** : The Bank may disclose any information about the Customer and the Customer's accounts:

  - (a) in response to credit inquiries (b) pursuant to legal process or subpoena (c) to obtain independent verification information provided by the customer,



relative to application for products or services (d) in accordance with the bank's programs for verification of the customer's bonafides and prevention on money laundering & anti terrorist financing; and / or sharing of information with Banking Compliance Officers I Auditors /Bank Adjudicating Officers / local government Auditors and Inspectors, as may be required. The customer hereby consents to and authorizes any such disclosure and the Bank shall not become liable by reason of giving of any such information.

12. GOVERNING LAW :This agreement and any account of the Customer with the Bank shall be governed in all respects by the law of the jurisdiction where the branch or office maintaining the account is located.

**CHANGE OF TERMS AND CONDITIONS** The Bank may in its absolute discretion, withdraw any services thereby provided or amend or supplement any of these terms and conditions at any time without notice to the customer.

**ELECTRONIC COMMUNICATION AGREEMENT**

The undersigned (the "CUSTOMER") hereby requests and authorizes The Bank of Nova Scotia (the "BANK") to receive instructions and information from time to time ("INSTRUCTIONS"), at the above noted branch from the CUSTOMER by way of electronic communication equipment, which shall include but not be limited to facsimile transmission equipment and electronic/computer mail (or e-mail) whether such electronic mail is encoded for security purposes or not ("ELECTRONIC COMMUNICATION"), and the BANK agrees to act upon such instructions or rely upon such information, subject to the following terms and conditions,

1. The CUSTOMER agrees that the BANK shall be under no obligation to act upon any INSTRUCTIONS received from the CUSTOMER by way of facsimile electronic communication equipment. The Bank may, in its sole discretion, refuse to act upon any such INSTRUCTIONS received from the CUSTOMER. In the event, however, that the BANK declines to act as aforesaid, it shall so advise the CUSTOMER and require in the alternative, original written instructions.

2. The CUSTOMER agrees to assume full responsibility for all actions taken by the BANK, its correspondents, or agents in accordance with INSTRUCTIONS purporting or appearing on their face to have been received from the CUSTOMER by the BANK via electronic communication equipment. The CUSTOMER acknowledges and agrees that if any INSTRUCTIONS received by the BANK purport or appear on their face to have been signed, Sent or authorized by the CUSTOMER, such INSTRUCTIONS may be treated by the BANK as though they had been duly provided by the CUSTOMER or the authorized officer(s) of the CUSTOMER with the authority and on behalf of the CUSTOMER, notwithstanding that it may later be established that such INSTRUCTIONS are provided to the BANK via electronic or computer mail and such INSTRUCTIONS are in any way tampered with, or altered by an unauthorized party, that the CUSTOMER shall bear the full responsibility for all actions taken by the BANK, its correspondents or agents in accordance with such INSTRUCTIONS.

3. Any action taken in good faith by the BANK or any of its correspondents or agents under or in connection with any such INSTRUCTIONS shall be binding on the CUSTOMER without any resulting liability to the BANK, its correspondents or agents.

4A. The CUSTOMER releases the BANK from any liability or claim for failure to act, execute, or complete any INSTRUCTIONS due to any reason beyond the BANK'S control.

B. The CUSTOMER agrees to indemnify and save harmless the BANK and any of its correspondents or agents from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses, disbursements of any kind or nature whatsoever which may be imposed upon, incurred by, or served against the BANK, its correspondents, and agents by reason of the BANK's actions taken in accordance with INSTRUCTIONS.

C. The BANK will not be liable for the insolvency, neglect, misconduct, mistake or default of any of its correspondents or agents, and in no event will the BANK be liable for indirect, special or consequential damages.

5. With regards to any instruction relating to the transfer of funds, the BANK may use any means and routes it, in its sole discretion, may consider suitable for the transmission of funds, If the CUSTOMER should cancel any funds transfer INSTRUCTIONS, the BANK shall not be obliged to return the funds to the CUSTOMER unless the BANK is able to have its transfer stopped and the funds are returned to the Bank.

6. The CUSTOMER will pay the BANK's usual and customary fees for acting in accordance with any instructions received, The BANK may debit the CUSTOMER's account with the amount of any such fees and charges.

7. This Agreement shall continue in effect and be binding on the parties, their successors and assigns (provided that no party may assign its rights hereunder without the consent of the other party) unless terminated by either party by written notice delivered to the other party at the address indicated above. S. These terms and conditions are in addition to and not in derogation of any other terms or conditions that may from time to time govern all or any part of the relationship between the BANK and the CUSTOMER.

This Agreement shall be governed by and construed in accordance with the laws of the jurisdiction in which the branch noted above is located,

DECLARATION

We confirm that the information provided in the form is true and complete and request The Bank of Nova Scotia (the "Bank") to open an account. We agree to abide by the Bank's rules related to the account(s), stipulated by the Bank and other regulatory authorities. We authorise the Bank to debit my / our account with the charges prescribed by Bank / regulatory authorities from time to time. We authorise the Bank to deduct tax at source, where applicable, as per Income Tax Act. We are not enjoying any credit facility with any other bank / any other bank! any other branch of your Bank and undertake to inform you in writing as soon as any credit facility is availed of by me / us from any other bank or other branch of your Bank. I / We are enjoying credit facilities with other bank(s) / other branch(es) of your Bank as per details given below:

Bank / Branch ..... Account No. .... Credit Facilities.....

Corporate Seal

\_\_\_\_\_  
\_\_\_\_\_  
Signature of Authorized Signator

Account opened in the presence of: Name..... Signature.....

FOR BANK USE

- ☐ Applicant Interviewed
- ☐ Temporary Receipt Issued
- ☐ STPI certification copy
- ☐ Introducer's Signature Verified
- ☐ CUSREC Opened
- ☐ Photographs
- ☐ New Account Added
- ☐ Fixed Deposit Acknowledgement Issued
- ☐ Fema undertaking
- ☐ Temporary Acknowledgements Issued
- ☐ Reference Letter Sent
- ☐ PAN Card/Allotment letter
- ☐ Account Details Completed
- ☐ Cheque Book Issued
- ☐ PAN (proof) card to be in force

CIF Key:		Customer Type Code (CIS)		Std Industrial Code SIC.		Existing Customer: Record A/c No.:	
Documentation (company)				[ ] Copy of the Board Resolution		[ ] Copy of M & A 0A and Certificate of Incorporation	
Documentation - Society / Clubs / Associations Trusts Partnership				[ ] Copy of the By-law [ ] Copy of the trust deed [ ] Copy of the partnership deed		[ ] Copy of the committee resolution	
Opened by		Checked by			Audited by		
Documentation completed		PBO		AMO / Manager Admn.		Manager	