

Date:

To, DGM,
Corporate Net Banking Operations
CPU

Sub: Regarding user ID creation for online IDBI eTrade facility for Net banking users.

Dear Sir,

Please find herewith attached duly executed original documents for availing online IDBI eTrade facility for Corporate/Retail Net banking users.

Sr. No	Document Title	Tick
1	Corporate_Net_Banking_Form (If applicable)	
2	Request Letter dated	
3	Certified copy of the Board Resolution /Partnership letter (As applicable)	
4	Undertaking cum Indemnity in favor of IDBI Bank for the eTrade dated	

Tagged TFC (Sol ID) :	
Tagged TFC (generic email id):	
RM/ Branch (generic email id):	

It is certified that that all necessary documents have been obtained and verified. It is confirmed that the documents are adequate for creation of user ids / extending the e-Trade services of the Bank. CPU is requested to create the user ID as requested.

Remarks / Comments if any:

Signature: _____ Signature: _____

Name & EIN of RM: _____ Branch Head: _____

For eTrade operations cell, CPU Only

Set up by: _____ Checked by: _____ Date: _____

Note: In case of Partnership, all the documents must be signed by all partners.

Instructions: Documents complete in all respects to be sent to CPU, Belapur as scanned image in PDF format through I-net Form Tracker System(FTS) under Intranet>Department>Digital Banking and Emerging Payments Department>Query/Indent Tools. Original documents shall be preserved and kept on record by the Business Group.



Request for Electronic Trade Finance Services
IDBI eTrade
(for viewing, transaction initiation & authorization)

Name of the Proprietor / Partnership Firm / Corporate: _____
 Cust ID of Proprietor / Partnership Firm/ corporate: _____
 Corporate Id (for existing CIB users): _____

I/We wish to **register/modify/delete** (Tick applicable option) the following users for availing IDBI **eTrade Services** that includes BGs, LCs, Bills, Remittances, Bill Discounting under **SCF** (Supply Chain Finance) and other Products which IDBI Bank may offer from time to time under our aforesaid Proprietor / Partnership Firm / Corporate ID associated with our accounts, operated from time to time with IDBI Bank through Corporate Internet Banking (CIB) from IDBI Bank as per details given below.

Inet. Banking User ID	User Name	User email id	Authority As#			Please chose the facility (E/S/B)*
			Maker	Checker	View	

for single user, tick on maker option to avail full access. Multi user can tick on either maker or checker.
 * E – eTrade, S –SCF, B – Both

Declaration:

I/We have read and understood that IDBI eTrade is an extension to the facility provided under Net Banking. I/We have read and understood the Terms and Conditions governing Inet-Banking and agree to abide by the same. I/ We hereby declare that the information given by me/us in this Request Form is true and correct. Documents submitted to IDBI Bank by the aforesaid officials are binding on me / us.

I / We agree to indemnify IDBI Bank for any loss or damage which IDBI Bank may suffer or incur by it as a result of reliance on documents submitted by or instructions given by the authorized officials and undertake to preserve all the relevant original documents in physical form and shall provide the same to the Bank, in case demanded by the Bank. Further, in case Bill discounting facility is used through IDBI eTrade platform, Chartered Accountant (CA) certificate shall be submitted on a quarterly basis certifying that the invoices presented for discounting are in line with the books of accounts of the company. As per the nature of transaction and sanctioned terms, Bill of Exchange would be submitted within 7 days from Bill discounting.

Yours truly,

 Authorized Signatories as per the Bank's records
 (Please affix the stamp of the company)

Notes:

1. The Facility Agreement needs to be signed for availing Letter of Credit (LC) facility online.
2. Online Indemnity needs to be signed with the Bank for availing IDBI eTrade facility.
3. Board Resolution (BR) as per IDBI Bank's format to be submitted as part of the registration process.
4. Revised BR as per IDBI Bank's format to be submitted in case of any modifications or deletions in the Authorization matrix.
5. The Corporate/Customer shall preserve the original documents as IDBI bank reserves the right to demand original documents as and when required by bank.

To be filled by Relationship & Branch Manager:

Please mention the default processing branch: _____

Tagged TFC (Sol ID): _____

- Customer has signed Facility Agreement with the bank - yes/no

Signature: _____ Signature: _____

Name & EIN of RM _____ Branch Head _____

Board Resolution (On the Letterhead of the Company) for availing **IDBI eTrade** Services

Extract of resolution passed by the Board of Directors on _____ for availing Electronic Trade Finance Services (IDBI eTrade) offered by IDBI Bank Ltd.

The Chairman informed the Board that the Company opens and operates Current Accounts / Cash Credit Accounts / Overdraft Accounts with IDBI Bank Limited ("**IDBI Bank**") from time to time and arrangements have since been made with IDBI Bank for availing IDBI eTrade in respect of Bank Guarantees, Letters of Credit, Bills, Remittances and such other products that IDBI Bank may offer from time to time through the Current Accounts / Cash Credit Accounts / Overdraft Accounts as standing and continuing arrangement.

The Chairman explained to the Board the mode of operation of IDBI eTrade and requested the Board to pass the following resolution, which passed the same after some discussion thereon.

"RESOLVED THAT

(1) The Company do avail IDBI eTrade offered by IDBI Bank as an extension to the facility offered under Net Banking on the terms and conditions as agreed for Corporate Net Banking (a copy, whereof is duly signed by the Chairman of the Board for the purpose of identification, has been circulated to the Board/placed on the table of the meeting) or any other terms and conditions as may be notified by IDBI Bank from time to time in connection with the same.

(2) In accordance with the requirement of IDBI Bank, the following Officials are hereby authorized respectively as viewer, maker and checker ("Authorized Officials") for operating the **IDBI eTrade** services that includes BGs, LCs, Bills, Remittances, Bill Discounting under **SCF** (Supply Chain Finance) and other Products which IDBI Bank may offer from time to time under our aforesaid Corporate ID associated with our accounts, operated from time to time.

Inet. Banking User ID	Cust ID	User Name	Authority As			Please chose the facility (E/S/B) *
			Maker	Checker	View	

* **E** – eTrade, **S** –SCF, **B** – Both

3) Shri. _____, Shri. _____, and Shri. _____
Directors / Authorized Officials are severally authorized to sign and submit the necessary Request Letter on behalf of the Company to IDBI Bank for availing the IDBI eTrade services and requesting the Bank to allow the Authorized Officials to operate the same and execute / submit / authenticate any other document(s) as may be required by the IDBI Bank in connection or in addition therewith.

4) The Company do convey to IDBI Bank that all transactions affected and documents submitted by the Officials of the Company (which includes the Directors and the Authorized Officials herein named or such others as may be authorized hereafter) shall be binding on the Company, notwithstanding any fraud, negligence, allowing unauthorized use, failure to maintain confidentiality of Corporate ID and / or Password or default on the part of the Authorized Official(s) in the operation of the Facility and the Company agrees to hold IDBI Bank harmless and its interest protected on execution of every transaction under the facility and shall not hold IDBI Bank liable for any such unauthorized or fraudulent transactions.

5) If any document is required to be executed under Common Seal of the Company, then the Common Seal of the Company be affixed to such document(s) in the presence of any[@] of the following Directors Shri. _____, Shri. _____ and Shri. _____ who shall sign the same in token thereon and Shri. _____ and Shri. _____ who shall sign / counter sign the same in token thereof.

6) Copies of the Resolution certified to be true by the Chairman / Managing Director / Secretary of the Company be submitted to IDBI Bank and it be requested to act thereon.

CERTIFIED TO BE TRUE

Chairman / Managing Director / Secretary / Authorized Officials

Dated

(Certified copy of the Resolution has to be dated)

[@] To be modified in accordance with the relevant provision for Common Seal affixation under Articles of Association of the Company. In the event the Company does not have common seal then the authorised Director/official is required to execute the documents.

Undertaking cum Indemnity

This Undertaking cum Indemnity is executed at _____ on this _____ day of _____ 202...

BY

Shri / Smt _____, son of/wife of/daughter of _____, aged about _____ years residing at _____ the proprietor of M/s _____ having its place of business at _____ hereinafter referred to as "Obligor" (which expression shall unless it be repugnant to the subject, context or meaning thereof be deemed to mean and include his legal heirs, representatives, administrators and successors);

OR

Shri / Smt _____, son of/wife of/ daughter of _____, aged about _____ years, residing at _____, Shri / Smt _____, son of/wife of/daughter of _____, aged about _____ years, residing at _____, Shri / Smt _____, son of/wife of/daughter of _____, aged about _____ years, residing at _____, and Shri / Smt _____, son of/wife of/daughter of _____, aged about _____ years, residing at _____, at present carrying on the business at _____ in partnership under the firm, name and style of M/s _____, having its principal place of business at _____ hereinafter referred to as "Obligor" (which expression shall unless it be repugnant to the subject, context or meaning thereof be deemed to mean and include each of the partner and their respective legal heirs, representatives, administrators and successors);

OR

_____ **LIMITED**, a company incorporated and registered under the Companies Act, 1956 (1 of 1956) having its registered office at _____ hereinafter referred to as "Obligor" (which expression shall unless it be repugnant to the subject, context or meaning thereof be deemed to mean and include its successors and permitted assigns);

OR

_____ **LLP**, a body corporate incorporated and registered under the Limited Liability Partnership Act 2008, having its registered office at _____ hereinafter referred to as "Obligor" (which expression shall unless it be repugnant to the subject, context or meaning thereof be deemed to mean and include its successors and permitted assigns);

IN FAVOUR OF

IDBI BANK LIMITED, a company registered under the provisions of the Companies Act, 1956, and within the meaning of Section 2 (20) of the 2013 and also a “banking company” within the meaning of Section 5(c) of the Banking Regulation Act, 1949 (10 of 1949) having its registered office at IDBI Tower, WTC Complex, Cuffe Parade, Mumbai 400 005, and a branch office at ----- hereinafter referred to as “**IDBI Bank**” (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors and, assigns).

WHEREAS:

(i) IDBI Bank has introduced **IDBI eTrade** (Electronic Trade Finance for paper less banking) for trade finance products whereby the customers would be able to submit the request for Letter Credits(LC), Bank Guarantees (BG), Bills, Remittances, Bill Discounting under **SCF** (Supply Chain Finance) and other Products that IDBI Bank may offer from time to time, through a secured Net Banking Channel, without the requirement of submitting the hard copy of original request/application to IDBI Bank for the said purpose.

(ii) The Obligor proposed for availing said products of IDBI e Trade by initiating requests / instructions to IDBI Bank viz. with regard to the BGs, LCs, Bills, Remittances and Bill Discounting and other products under **SCF** (Supply Chain Finance) from time to time and has requested IDBI Bank to accept the said proposal.

(iii) IDBI Bank has agreed to the request of the Obligor subject to the Obligor furnishing an absolute, unconditional, irrevocable and continuing indemnity, for indemnifying IDBI Bank against any loss or harm which may be caused as a result of relying on the Instruction / requests (hereinafter defined) of the Obligor by IDBI Bank.

(iv) That the Obligor is agreeable to execute an indemnity in favour of IDBI Bank indemnifying and saving harmless IDBI Bank against all costs, charges, losses, claims, demands, damages, actions, suits, judgments, fines, penalties, stamp duties and similar taxes or expenses or liabilities or obligations; financial or otherwise including legal and similar claims which IDBI Bank may incur, including the costs and expenses of defending any claim or liability by a third party, those may arise to IDBI Bank upon acting on the requests / instructions of the Obligor under IDBI eTrade.

NOW, THEREFORE, in consideration of the premise and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Obligor hereby agrees and undertakes as follows:

a) IDBI Bank may, at its sole and absolute discretion, act on any request or instruction made by the Obligor to IDBI Bank, or which IDBI Bank reasonably believes to have been made by the

Obligor, through **IDBI eTrade** application. Such requests and/or instructions sent by the Obligor to IDBI Bank shall hereinafter be referred to as "Instruction".

b) The Obligor agrees to indemnify and keep indemnified and save harmless IDBI Bank from all costs, charges, losses, claims, demands, damages, actions, suits, judgments, fines, penalties, stamp duties and similar taxes or expenses or liabilities or obligations; financial or otherwise including legal and similar claims which IDBI Bank may incur, including the costs and expenses of defending any claim or liability by a third party, on account of accepting and acting upon the Instructions sent by the Obligor through **IDBI eTrade** to IDBI Bank;

c) In the event of any change in the aforementioned Instructions upon request from the Obligor or any intimation from IDBI Bank, the Obligor affirms, agrees and undertakes that this indemnity shall continue to be valid, subsisting and binding on the Obligor and any changes to the Instructions shall be deemed to be within the scope and ambit of this Indemnity. IDBI Bank may, however, disregard or not act on any of the aforementioned Instructions without any notice.

d) IDBI Bank shall be entitled to act upon the Instructions sent through **IDBI eTrade**. The decision of IDBI Bank, whether any such Instructions are clear or ambiguous or not, is final and all actions of IDBI Bank thereof shall be conclusive and binding on the Obligor. This clause shall not preclude IDBI Bank from exercising its absolute discretion to act or not to act on any or all Instructions.

e) The transmission of information through **IDBI eTrade** is a secured means of sending information, however, it may be subject to tampering, fraudulently or mistakenly written, altered or sent before entering into IDBI Bank Net Banking Channel. Hence the Obligor indemnifies IDBI Bank for any such unforeseen situation that may arise at the Obligor user end. IDBI Bank would not be held responsible while acting on the request of the Obligor without any additional authentication if the request is flowing through Executant Net Banking Channel.

f) The Obligor shall continue to be bound by all or any action of IDBI Bank in complying with the Instructions given to IDBI Bank by **IDBI eTrade** even if such Instruction has been countermanded by a subsequent Instruction or any written order or direction by the Obligor, if IDBI Bank has already commenced acting upon the first of such Instructions (without prejudice to it having received and acted upon a subsequent Instruction or written order or direction) or even in the event the facility as specified of receiving Instructions has been discontinued or suspended;

g) The Obligor undertakes to preserve all the relevant original documents in physical form and IDBI Bank reserves the right to demand the original documents as and when required by the IDBI Bank.

h) In case the Obligor avails bill discounting facility through IDBI eTrade platform, Obligor undertakes that Chartered Accountant (CA) certificate shall be submitted on a quarterly basis certifying that the invoices presented for discounting are in line with the books of accounts of the Obligor. As per the nature of transaction and sanctioned terms, Bill of Exchange would be submitted within 7 days from the date of Bill discounting.

i) The Obligor shall not hold IDBI Bank liable for any action/omission to act upon any Instructions sent by Obligor through IDBI eTrade due to any reason whatsoever.

j) The liability of the Obligor hereunder shall be absolute, unconditional, irrevocable and continuing and shall not in any manner be affected by any other indemnity or guarantee or security, which IDBI Bank may have.

k) This Undertaking cum Indemnity shall be governed by the Laws of India and courts in _____ shall have the exclusive jurisdiction.

IN WITNESS WHEREOF the Obligor has signed and delivered this Undertaking cum Indemnity in duplicate on the day, month and year hereinabove written in the manner hereinafter appearing.

EXECUTION BY SOLE PROPRIETARY CONCERN

SIGNED AND DELIVERED BY THE WITHINNAMED OBLIGOR, SHRI / SMT _____ SOLE PROPRIETOR OF M/S _____	
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EXECUTION BY PARTNERSHIP FIRM

SIGNED AND DELIVERED BY THE WITHINNAMED OBLIGOR; SHRI / SMT _____ SHRI / SMT _____ SHRI / SMT _____ SHRI / SMT _____ FOR SELVES AND AS PARTNERS OF M/S _____	
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(To be signed by all partners)

EXECUTION BY COMPANY

<p>THE COMMON SEAL OF THE WITHINNAMED OBLIGOR, _____ LIMITED, has pursuant to the Resolution of its Board of Directors passed in that behalf on the _____ day of _____ 20____, hereunto been affixed in the presence of Shri / Smt _____ Director and Shri / Smt _____ Director who have signed these presents in token thereof and Shri/ Smt _____ Secretary/authorised person, who has countersigned the same in token thereof.</p>	
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(Please affix the stamp of the company)

EXECUTION BY LIMITED LIABILITY PARTNERSHIP (LLP)

<p>SIGNED AND DELIVERED BY THE WITHINNAMED OBLIGOR, _____ LLP,</p> <table border="0"> <thead> <tr> <th>Sl No</th> <th>Name of Designated Partner</th> <th>Designated Partners Signature</th> <th>Identification No</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td></td> <td></td> <td></td> </tr> <tr> <td>2.</td> <td></td> <td></td> <td></td> </tr> <tr> <td>3.</td> <td></td> <td></td> <td></td> </tr> </tbody> </table>	Sl No	Name of Designated Partner	Designated Partners Signature	Identification No	1.				2.				3.				
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(Please affix the stamp of the LLP)