

## Terms and Conditions – Overdraft Against Fixed Deposit (ODFD)

1. ODFD holder and/or the FD Holders (for third party FD cases) offer the aforesaid Fixed Deposits along with duly discharged Fixed deposit receipts as security for the ODFD Facility Amount with interest and all other moneys payable by ODFD holder. The Bank is authorized to mark a lien on FD in favor of the Bank as security for repayment of the ODFD Facility together with interest and all other monies payable by the ODFD Holder to the Bank under the ODFD Facility and renew the Fixed Deposits at your discretion till such period as Bank may deem fit and continue to hold it as security for the overdraft limit.
2. The Bank shall be entitled to decide/grant/ modify/discontinue/renew the overdraft limit under the ODFD Facility at its sole discretion without specifying any reason and notice. The ODFD Holder shall service the interest in the Account, at monthly intervals. In case of ODFD account holders' failure to service the interest for 3 months, the bank shall be at liberty to realize that said Fixed Deposits prematurely to adjust the outstanding in the ODFD Account holder's said Overdraft limit/ Account without any reference, to the ODFD Holder/FD Holder(s). After such adjustment, if any balance is payable by the ODFD Holder, the ODFD Holder undertakes to pay the same immediately without prejudice to your right of lien / set off in respect of any other accounts with ODFD holder either individually, jointly or severally.
3. The Bank shall be fully authorized to liquidate and appropriate the FD without any cause or liability with a prior written notice of 30 days and at any time and adjust the same towards outstanding in the Account. in case of default in repayment or Overdraft limit is not repaid on demand, the Bank may take all steps without any notice or reference to ODFD Holder, necessary to prematurely encash the Fixed Deposit hereby offered or held at any time, appropriate the net amounts towards discharge of all ODFD holder liabilities in the overdraft account with the Bank. Should there be any shortfall, ODFD holder hereby undertake to pay the same along with interest at the rate specified in the sanction, on demand by the Bank without any demur and the Bank may reserve its right to initiate appropriate proceedings against ODFD holder for recovery of its dues from ODFD holder.
4. The interest shall be charged by Bank on the daily debit balances in the Overdraft limit in the Account at the agreed rate, or at such rate/s as would be revised by the Bank from time to time with monthly or any other rests specified by the Bank. The said interest shall be debited thereto on the last working day of the calendar month. The Bank will be at liberty to change the mode of calculation of interest /periodicity of charging the interest without any reference to ODFD holder.
5. ODFD holder irrevocably authorize the Bank to debit Account with the Bank towards periodical interest, penal interest, charges and shortfall in margin. We also authorize the Bank to auto-renew the overdraft limit at its sole discretion without any further act, deed or thing from the Borrower and any utilization of said Overdraft limit by me post maturity of Fixed Deposit shall be deemed to be auto-renewal and ODFD Holder shall be liable to repay the amount along with applicable interest as may be communicated to me by the Bank at the time of such autorenewal.
6. In case Bank prematurely closes Fixed Deposits to adjust the outstanding and clear any overdue in the Account at ODFD Holder's instruction or at the liberty of Bank, interest on such prematurely withdrawn deposits shall be payable as per norms of the Bank applicable to such premature closures. However, at the time of premature closure of such Fixed Deposit, interest chargeable on Overdraft limit/ Account shall remain unchanged.
7. The purpose of Fixed Deposit Overdraft Account is specific to Overdraft facility only, once the Overdraft limit is closed, ODFD account also needs to be closed. At the time of Overdraft closure, ODFD Account closure needs to be submitted. For regular/business transactions, separate liability account needs to be opened.

### **Covenants/Undertakings/Declaration:**

8. ODFD Holder shall not withdraw or close/pre-close or mark any lien/charge the Fixed Deposit/s until the Overdraft Limit/ overdue amount in the Account is adjusted / repaid fully along with interest and other monies payable by ODFD Holder under Overdraft Limit/ Account. ODFD Holder also agree that ODFD Holder shall not change ODFD Holder constitution without the prior written permission of the Bank and inform the Bank about any change in ODFD Holder constitution or status consequent upon ODFD Holder death, birth, retirement, resignation etc. during the currency of the said Overdraft Limit/ Account.
9. ODFD Holder, hereby agree and give consent for the disclosure by the Bank of all or any such information and data relating to ODFD Holder; data / information relating to ODFD Holder obligation in any Banking facility granted / to be granted to ODFD Holder by the Bank as a borrower / guarantor/ Fixed Deposit Holder, and in case of default, if any committed and necessary, to disclose and furnish to Credit Information Bureau (India) Ltd. (CIBIL) and any other agency authorized in this behalf by RBI. ODFD Holder undertake that CIBIL and any other agency so authorized may use, process the said information and data, disclosed by the Bank, in the manner as deemed fit by them. They may also furnish for consideration the proposed information and data or products thereof prepared by them, to banks / financial institutions and other credit grantors or registered users, as may be specified by the RBI in this behalf.
10. ODFD Holder agree that ODFD Holder are individually, jointly and severally liable to repay the said Overdraft Account/Limit with interest and all other moneys payable by ODFD Holder under Overdraft Account/Limit and unless otherwise recalled earlier, the Overdraft now sanctioned, will be valid up to 3 years from the start date., in case Fixed deposit maturity is earlier it will be auto renewed for same tenure. ODFD Holder hereby agree to furnish application for renewal of facility at least 8 days prior to the date of maturity of the Fixed Deposit.
11. In case of HUF: ODFD Holder declare that ODFD Holder business is carried on for the benefit of HUF and the Karta of HUF is availing the said Overdraft Limit/ Account for the benefit of HUF. In case of minor ODFD Holder: I, the, father/mother of the minor ODFD Holder declare that the advance is required for the benefit of the minor and shall represent the minor in all future transactions of any description in the above account till the said minor attains majority. I shall fully indemnify the bank against any claim of the above minor for any withdrawal/transaction made by me in his/her account.

12. The Borrower shall not assign or transfer all or any of its rights, benefits, or obligations under this Agreement and/or any other related transaction documents without the approval of Bank. Bank may, at any time, assign or transfer all or any of its rights, benefits, and obligations under this Agreement and/or any other related transaction documents. Notwithstanding any such assignment or transfer, the Borrower shall, unless otherwise notified by the Bank, continue to make all payments under this Agreement to the Bank and all such payments when made to the Bank shall constitute a discharge to the Borrower from its liabilities only to the extent of such payment
13. In case there is no transaction in your overdraft account for continuous period of 21-month, bank will reserve the rights to liquidate the Fixed deposit and settle outstanding overdraft balance
14. ODFD Holder understand that bank will apply penal charges INR 0.10 per day per thousand (over and above the applicable interest rate) on the total overdrawn amount
15. ODFD Holder agree that ODFD Holder are individually, jointly and severally liable for the end use of overdraft funds and confirm that funds will not be used for acquisition or investment or purchase in small savings instruments including kisan vikas patras (KVP), gold in any form including primary gold, gold bullion, gold jewelry, gold coins, units of gold exchange traded funds (ETF) and units of gold Mutual Funds.
16. To repay the said Overdraft Account/Limit with interest and all other money payable by ODFD Holder under Overdraft Account/Limit and unless otherwise recalled earlier, the Overdraft now sanctioned, will be valid up to 3 years from the start date., in case Fixed deposit maturity is earlier it will be auto renewed for same tenure. ODFD Holder hereby agrees to furnish application for renewal of facility at least 8 days prior to the date of maturity of the Fixed Deposit.
17. ODFD Holder declares that the information and data furnished by ODFD Holder to the Bank are true and correct. ODFD Holder agree that all the terms and conditions shall be binding on ODFD Holder. ODFD Holder agree that making of this application shall not be construed as giving rise to any binding obligation on the Bank to grant ODFD Holder the Overdraft Limit in the Account, unless ODFD Holder, comply with the all the norms and other terms and conditions prescribed by the Bank for availing such Overdraft Limit/Account. ODFD Holder agree that the Bank shall have the right to cancel the Overdraft Limit/Account, if the Bank at any stage finds that the same has been availed by ODFD Holder by furnishing false information or by making any misrepresentation and in which case the same shall become immediately payable by ODFD Holder to the Bank together with interest and all other monies payable by ODFD Holder under Overdraft Account/Limit.
18. We have read the terms and conditions of the Bank for the ODFD facility and agree to be bound by the same. We declare and agree that Fixed Deposits are unencumbered and our sole and absolute property. We also note that the Bank shall interest on the utilized portion of the overdraft limit as per Bank's policy and in case of premature closure of Fixed Deposit Bank will charge interest as per applicable RBI guidelines. We agree to inform the Bank in case we wish to discontinue with the overdraft facility and undertake to repay any amount utilized by us under the ODFD Facility till then. Overdraft limit shall be utilized for the above-mentioned purpose only. ODFD Holder agree to bind our legal heirs/administrators/ nominee/ successors/executors and permitted assigns for repayment of the ODFD facility.

### **For NRI**

1. The loan shall not be repatriated outside India and will not be used for the purpose of relending or carrying on Agricultural / Plantation activities or for investment in real estate business
2. In case of loans sanctioned to a third party, there will not be direct or indirect foreign exchange consideration for the non-resident depositor agreeing to pledge his deposits to enable the resident individual / firm / company to obtain such facilities