

Annexure III
Application Form

I/We, the Applicant, or the authorize representative/partner/proprietor/Trustee/HUF/member/official of the Applicant hereby request and apply for the overdraft facility against Fixed Deposit ("ODFD Facility") from AU Small Finance Bank ("Bank") against the security of undermentioned Fixed Deposits placed with your _____ Branch by me/us or by FD Holder as security for all moneys now owing or which shall at any time hereafter be owing from the Applicant in any manner what – so – ever solely or jointly with others, on below terms:

1. Applicant/Borrower:
2. ODFD Facility Amount:
3. Rate of Interest per annum (FD interest+ OD spread):
4. Linked Saving/Current Account No ("Account").:
5. FD Holder (s):
6. Purpose of ODFD Facility:
7. Particulars of Fixed Deposits

S. No	Fixed Deposit Number	Name of Fixed Deposit Holders	Amount of Fixed Deposit	Rate of Interest%	Maturity Date
1					

☐ I/We authorize AU SFB to open an Overdraft account and set up the limit on my Fixed Deposit Overdraft Account. I/We confirm that there is no change in my existing KYC and profiling details available with bank and I am aware that a debit card will not be issued for the Overdraft account, and a new cheque book will be delivered.

1. The Applicant 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 above ODFD Facility Amount with interest and all other moneys payable by Applicant. The Bank is authorized to mark a lien thereon in favor of the Bank as security for repayment of the ODFD Facility together with interest and all other monies payable by the Applicant 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 Applicant shall service the interest in the Account, at monthly intervals. In case of Applicants' 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 Applicant's said Overdraft limit/ Account without any reference, to the Applicant/FD Holder(s). After such adjustment, if any balance is payable by the Applicant, the Applicant undertakes to pay the same immediately without prejudice to your right of lien / set off in respect of any other accounts with you 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 me / us, necessary to prematurely encash the Fixed Deposit hereby offered or held at any time, appropriate the net amounts towards discharge of all my / our liabilities in the overdraft account with the Bank. Should there be any shortfall, I / We 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 me / us for recovery of its dues from me / us.
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 me /us.
5. I/We 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 I/We 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 Applicant's request 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, FDOD account also needs to be closed. At the time of Overdraft closure, FDOD Account closure needs to be submitted. For regular/business transactions, separate liability account needs to be opened.

Covenants/Undertakings/Declaration:

8. I/ We 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 me / us under Overdraft Limit/ Account. I/ We also agree that I/ we shall not change my / our constitution without the prior written permission of the Bank and inform the Bank about any change in my / our constitution or status consequent upon my/ our death, birth, retirement, resignation etc. during the currency of the said Overdraft Limit/ Account.
9. I/ We, hereby agree and give consent for the disclosure by the Bank of all or any such information and data relating to me / us; data / information relating to my / our obligation in any Banking facility granted / to be granted to me / us 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. I /

We 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. I/We agree that I / we are individually, jointly and severally liable to repay the said Overdraft Account/Limit with interest and all other moneys payable by me/us 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. I / We hereby agree to furnish request for renewal of facility at least 8 days prior to the date of maturity of the Fixed Deposit.
11. In case of HUF: I/ we declare that my / our 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 Applicant: I, the, father/mother of the minor applicant 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. I/we understand that bank will charge penal interest INR 0.10 and applicable taxes per day per thousand (over and above the applicable interest rate) on the total overdrawn amount
15. I/We agree that I / we 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. For to repay the said Overdraft Account/Limit with interest and all other moneys payable by me/us 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. I / We hereby agree to furnish request for renewal of facility at least 8 days prior to the date of maturity of the Fixed Deposit.
17. I / We declare that the information and data furnished by me / us to the Bank are true and correct. I/We agree that all the terms and conditions shall be binding on me/us. I/We agree that making of this application shall not be construed as giving rise to any binding obligation on the Bank to grant me/us the Overdraft Limit in the Account, unless I/we, comply with the all the norms and other terms and conditions prescribed by the Bank for availing such Overdraft Limit/Account. I/We 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 me/us by furnishing false information or by making any misrepresentation and in which case the same shall become immediately payable by me/us to the Bank together with interest and all other monies payable by me/us 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. I/We agree to bind our legal heirs/administrators/ nominee/ successors/executors and permitted assigns for repayment of the FODD facility.

For NRI

I/We hereby confirm that below:

- ☐ 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
- ☐ 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

End use declaration

I/We hereby confirm that the Overdraft is utilized for the purpose of

- ☐ Agriculture use (Not applicable for NRI)
- ☐ Agriculture Allied & Ancillary Activity (Not applicable for NRI)
- ☐ Manufacturing
- ☐ Business Expansion
- ☐ Commercial Vehicle / Taxi use
- ☐ Personal Use
- ☐ Others _____ (Please specify)

I/We hereby represent, warrant, and confirm that the aforesaid purpose is valid purpose and is not speculative or illegal in any manner. I/We further agree, confirm, and undertake that the purpose of use of funds shall not be changed in any manner during the tenor of overdraft facility and any change in end use shall be with prior permission the Bank.

Date:

Place:

Signature of Borrowers_____

Signature of Fixed Deposit Holders_____

FOR OFFICE USE ONLY

Name of Borrower	
City	
Date of incorporation	
Name of Proprietor/partners/directors	
Relationship Vintage (No of years)	
Constitution	Proprietor/partnership/Pvt. Company/Institution/Trust/Society
Line of Business	

Assistance Details**New Facility ()****Additional ()****Renewal ()**

Facility	Existing OD amount	Proposed OD amount	Existing Rate of Int.	Proposed Rate of Int.
Overdraft facility				

Relationship of the FD holder to the borrower*	
Rate of interest payable on FD	
Branch in which FD is held	

In case of third-party deposits, documents need to be executed as prescribed by legal.

Assessment of Limits

S/N	Particulars	Amount
A.	Deposit kept with Bank	
B.	Margin to be maintained	
C.	Eligible amount	

Declaration:

I confirm that I have conducted the due diligence on the customer is in line with the KYC guidelines and I have also obtained all documents mentioned in prevailing KYC guidelines. The validity periods of all facilities are Co-terminus with the FD maturity date.

None of the Directors are in the RBI's/DGFT/ECGC/AU Small Finance Bank list of defaulters.

The borrower or their partners/directors etc. are not facing any litigations which have been initiated by other lenders.

We have confirmed from the borrower/security provider that there are no pending direct tax proceedings or outstanding direct tax dues and hence in good faith and in the absence of financials being taken, sanctioning authority is treating the facility as secured.

Signature of proposing Officer	
Name of Proposing authority	
Employee Code	
Designation	
Branch	

Sanction Remarks: - Ok for Overdraft amount of INR _____ against Fixed Deposit.			
Signature of Sanctioning Authority			
Name of Sanctioning Authority		Employee Code	
Designation		Branch	