

**Overdraft against Fixed Deposits Request Form for SA customers
(including NR customers excluding FCNR)**

 Branch ID

 Account Number

I/We _____

_____ wish to open Overdraft account (ODA) with your
_____ Branch and grant me/us an overdraft facility as per the details furnished below.

Details of Term Deposit(s) against the security of which the Overdraft facility is applied for

	Term Deposit Number	Amount	Maturity Date
1	_____	_____	_____
2	_____	_____	_____
3	_____	_____	_____
4	_____	_____	_____
5	_____	_____	_____
Total	_____	_____	_____

Purpose of the Overdraft facility _____

I/we hereby affirm and confirm that the OD facility being provided in the new ODA would not be invested in non-permitted activities such as relending; purchase of gold bullion, gold jewellery, units of gold Exchange Traded Funds and units of gold mutual funds or in any form.

Declaration

- I/We have read the terms and conditions of the Bank and agree to be bound by the same. We also understand that the grant of overdraft facility is subject to the Bank's discretion and the interest will be charged on the utilised amount at a rate specified by the Bank and that in case of a pre-mature closure of Term Deposit the bank will charge interest as per RBI/ Bank's Guidelines issued from time to time.
- I/We also promise to pay the Bank all related charges on availing overdraft services and give the right to the Bank to deduct/ adjust these charges to my Term Deposit/s held with the Bank.
- I/We also undertake to inform the Bank in writing whenever I wish to discontinue availing of the overdraft facility.
- I/we are aware that physical/ virtual debit card would not be issued in the said ODA.

Notes

- Overdraft (OD) is available only against Term Deposit(s) Rs.50,000 and above and with a tenure of 181 days or more.
- Separate form to be used for term deposit(s) which have a different order/set of names of holders.
- OD limit will be as decided by the Bank.
- As per regulatory guidelines classification of account as NPA is done customer wise and not facility wise and hence, in case of non-payment of dues by the customer in case of any facility availed from the bank and consequently the account is to be classified as NPA, all other loan accounts of the customer, with the bank also shall be classified as NPA as per the guidelines issued by RBI and it shall entitle the bank to recall all such loans/ facilities availed by the same customer from the bank irrespective of the regular repayment in such accounts.

Terms & Conditions

- The rate of interest chargeable for the overdraft utilised is ___% above the interest applicable to the respective Term Deposit(s) or such other modified rates as notified by the Bank from time to time for the overdraft facility and the applicant(s) agree to abide by such modification. If no confirmation is received from the applicant(s) within 15 days from the date of such notification by the Bank, the applicant(s) shall be deemed to have accepted the modified rate from the effective date mentioned in such notification.
- The validity of the Overdraft facility will be initially for a period one year and renewable for similar or changed tenor thereafter unless request is received from the applicant(s) to the contrary. During this period all the deposits under lien would not be allowed for pre-closure and also would be placed under auto-renewal (including those under "auto-closure") and all interest payable amounts whether monthly/ quarterly/ half yearly/ yearly shall be credited to the ODA
- Till full and final repayment of the Overdraft utilised, charges payable in respect of such avilment and cancellation of the Limit being effected, the Term Deposit(s) shall be held as security by the Bank and will be renewed from time to time at the sole discretion of the Bank at the rates prevailing at the time of renewal and without any reference to the Deposit Holders and such renewed Term Deposit(s) will continue to be held as security against the Overdraft.
- The Bank may, in its absolute discretion, discontinue, cancel and/ or terminate an Overdraft already allowed and utilised, apply, set-off, appropriate and adjust the principal sum and all interest standing to the credit of the Deposit Holders, in relation to any or all of the Term Deposit(s) in or towards full or part satisfaction and liquidation of the balance outstanding under or in respect of the Overdraft.
- The Overdraft Facility shall be used only for the purpose mentioned in the Application. The Applicants agree that they are aware that this disclosure of use by them has been one of the bases in the Bank granting this facility.

- 6 The applicants shall not, subject to the extent as permitted make or assert any claim on the Bank, based on any theory of liability and In fact waive all their rights thereto in respect of any special, indirect, consequential or punitive damages as opposed to actual and direct damages arising in any way or connected with the Overdraft Facility or for any damage whatsoever caused by or arising from, directly or indirectly, the error, failure, negligence, act or omission of any other person, system, institution or payment infrastructure.
- 7 In the event there being no sufficient balance to debit the charges, Bank shall be at liberty to appropriate the same from the Term Deposit(s) offered as Security or from any other accounts/ Deposits maintained by the applicant.
- 8 The Bank may at its sole discretion modify downwards the OD limits and the applicants on being so communicated, be required to pay such amounts to the Bank to bring the facility within the new limit and Bank will have the right to appropriate such amounts from the Term Deposits if required.
- 9 If the facility is not repaid before the due date, Bank subject to its credit appraisal of the applicant and at its sole discretion may automatically renew the facility for the same tenure/ period or for such other tenure/ period as it may deem fit and on such terms and conditions as deemed fit, if the Term Deposit offered as Security is with auto renewal instructions, unless written instructions to the contrary is received by the Bank before the due date. The applicant is required to execute all such documents as may be required by the bank.
- 10 If there is change in communication address the same shall be communicated to the bank immediately of such change and it is the sole responsibility of the applicant to notify such change in address. Bank will send communication only to the address recorded in the bank and such communication is binding on applicant(s). The applicant(s) indemnify the bank for charges/ losses/ damages/ expenses arising out of non-receipt of bank's communication in the new address if there is any such change not notified to the bank.
- 11 If the OD balance together with interest debited/ accrued from time to time is not repaid even after follow up on emails/ letters/ notices/ telephone calls, etc. and such balance is likely to exceed the value in the deposits under lien to OD facility, bank reserves the right to pre-close the deposits as per the terms and conditions applicable to pre-closure of deposits and recover the dues in the OD account without further reference to applicant(s).
- 12 If the drawing power is withdrawn/ cancelled/ terminated the ODA meant for the purpose of setting up of OD limit, would be closed immediately and automatically, without the consent of the customer and the cheques/ cheque books in the hands of the applicant needs to be handed over to the bank for destruction. Any cheques drawn by the Applicant and presented to the bank for payment would be dishonored and returned with due remarks that the account has already been closed.

Additional Terms & Conditions applicable for NRO & NRE deposits

- 1 As per RBI guidelines, the overdraft amount cannot be used for the purpose of investment or on-lending, carrying on agricultural activities/plantation or for investments in real estate business, Trade in transferable development rights, Act as Nidhi or Chit fund company, construction of farm houses. It can be utilized for carrying on own business activities of the borrower and for acquisition of flats/houses subject to prescribed conditions.
- 2 In the event of any change in drawing power arising out of any change in Bank's Policy, with regard to overdraft against NR Deposits, the applicants shall be required to compensate bank for any shortfall arising due to excess drawing if any made by the applicant.
- 3 This facility will be available only to a Borrower in Indian Rupees and for use in India.
- 4 I/We also understand that the grant of overdraft facility is subject to the Bank's discretion and the interest will be charged on the utilised amount at a rate specified by the Bank and that in case of a pre-mature closure of NRE Deposit the Bank will charge interest as per RBI / Bank's Guidelines issued from time to time.

Purpose of the Overdraft facility

Tick Mark	Code	Description
<input type="checkbox"/>	NRPERSON	Personal Purpose
<input type="checkbox"/>	NRBUSI	Business purpose subject to permissible activities as per FEMA
<input type="checkbox"/>	NRDIRINV	Direct inv. In Indian Co on non repatriable basis subject to ceiling of Rs. 20 lacs
<input type="checkbox"/>	NRACQUIS	Acquiring house-own use

Signature(s) of Applicants

_____	_____	_____
Account Holder	Account Holder	Account Holder
Name _____	Name _____	Name _____
CRN _____	CRN _____	CRN _____

 Signature(s) of TD Holders
(if different from applicants)

_____	_____	_____
Account Holder	Account Holder	Account Holder
Name _____	Name _____	Name _____
CRN _____	CRN _____	CRN _____

Date _____

CPID creation form for GLEMS (for limit of Rs.10 lakhs and above)			
Sl. No.	Particulars	Individuals	Non individuals
1	CRN		
2	Customer Name		
3	Counterparty Type - Group or Subsidiary (if subsidiary then Parent CRN to be provided)	Not applicable	
4	Industry Code	Not applicable	
5	CIN/Co. registration no.	Not applicable	
6	Section 20 Flag (please complete the below declaration)		
7	Purpose of facilities		

In compliance to RBI Circular Ref DBOD No. Dir BC. 4/13.03.00/2012-13, clause 2.2.1 on granting loans and advances to relatives of directors and clause 2.2.2 on restrictions on grant of loans and advances to officers and relatives of senior officers of banks.

For Individual / Sole-proprietor Applicants

- a) Do any of the applicants happen to be directors or relatives of a director of a banking company (including Kotak Mahindra Bank & its subsidiaries), as defined in the said circular Yes No
- b) Do any of the applicants happen to be relatives of senior officers of the bank, as defined in the said circular Yes No

For Non-individual Applicants

- a) Do any of the partners / directors in the firm / company happens to be directors or relatives of a director of a banking company (including Kotak Mahindra Bank & its subsidiaries), as defined in the said circular Yes No
- b) Do any of the partners / directors in the firm / company happen to be relatives of senior officers of the bank, as defined in the said circular. Yes No

Signature(s) of Applicants

_____	_____	_____
Account Holder	Account Holder	Account Holder
Name _____	Name _____	Name _____
CRN _____	CRN _____	CRN _____

For Bank Use Only
