

## Terms and Conditions for 24x7 Overdraft against Fixed Deposit

These terms and conditions ("**Terms**" or "**T&C**" or "Terms and Conditions") apply to and regulate the issuance of Overdraft against Fixed Deposit provided by Axis Bank.

### **APPLICABILITY**

These terms and conditions form the contract between the Customer and AXIS BANK and shall be in addition to and not in derogation of other Terms and Conditions relating to any account of the customer and/or the respective product or the service provided by Axis Bank Limited.

### **DEFINITIONS**

1. "Borrower" or "I" or "Us" or "We" shall mean and include fixed deposit account holder of Axis Bank ;
2. "ODFD" shall stand for Overdraft against Fixed Deposits;
3. "OD" shall stand for Overdraft;
4. "FD" shall stand for Fixed Deposits;

### **ODFD Terms and Conditions:**

1. The overdraft facility against Fixed Deposits is subject to regulatory guidelines/laws as amended from time to time and it can be discontinued / recalled any time including in the event of default without any notice.
2. I/We hereby agree to repay the principal sum borrowed by me/us with Interest thereon at such rests and at such rates as may be prescribed by the bank, while sanctioning the credit facility and/or subsequently from time to time. I/We confirms that the deposits would not be withdrawn till the time the loan is repaid.
3. I/We agree to abide by all the terms and conditions the Bank may impose in its sanction/advance/order or other communications relating to the grant of credit facility.
4. I/We agree that the Bank in its discretion may reduce or otherwise vary the limits, margins or other conditions or types of credit facilities so sanctioned.
5. I/We will furnish the bank with all such information as the bank may reasonably require for satisfaction as to due compliance with terms of the said credit facility and all such periodical reports and information, at such intervals, in such form and containing such particulars as you may call for the purpose of ascertaining the results of the utilization of the said advance.
6. I/We further undertake as follows: During the currency of the said credit facility, I/We agree not to dissolve and/or make any alterations or change in the existing constitution, without the prior written permission of the Bank. (This clause is applicable in the case of Sole Proprietorship only)
7. I/We agree that all auto closure FDs will be converted to auto renewal mode and same shall not be disputed by me/us.
8. OD account will be auto renewed.
9. I/We declare that, I/We am/are not a director of Axis Bank / other Bank (including the Chairman/Managing Director) /directors of subsidiaries/trustees of mutual funds/venture capital funds or a relative of director of Axis Bank/other bank/senior officer of Axis Bank.
10. I/We agree to utilize the credit facility sanctioned only for the purpose sanctioned by the Bank. I/We declare the proceedings of this facility shall not be used for relending, purchase of gold in any form including primary gold, gold bullion, gold jewelry, gold coins, units of gold Exchanged Traded Fund (ETF), units of gold Mutual Funds, acquisition of small savings instruments (including KVP & NSC) and any illegal/antisocial /Speculative activities/ purposes linked to capital market activities.
11. I/We declare and confirm that, the overdraft facility against my Fixed Deposit is sanctioned on the condition that Axis Bank has a right to create pledge and mark a lien on any of the Fixed Deposits and/or accounts.
12. I/We agree and consent to Axis Bank to debit my Saving Bank ("SB") account to clear any dues in OD account and close the OD account.

13. I/We agree and consent to Axis Bank to transfer any credit balance in OD account post all interest and principal servicing by borrower to be credited to borrower's SB account.
14. I/We agree and confirm that Interest rate applicable on OD facility is directly linked to FD rate of interest, and any change in FD rate of interest will correspondingly impact OD rate.
15. Lien Letter for application of Overdraft against Fixed Deposit:
  - (a) Your Bank has granted / agreed to grant me / us financial assistance by way of Overdraft or such other facility as may be granted by the Bank or availed by the borrower from time to time per monthly / quarterly / half yearly / annually rests, charge, commission, costs, expenses and other charges (hereinafter referred to as the "Credit Facility / ies).
  - (b) I / We hereby confirm and undertake that as security / collateral security for the due repayment of the liability arising out of the aforesaid Credit Facility / ies and the ultimate liabilities due / that may become due to the Bank from the borrower and / or me / us, in addition to your right of set off, Axis Bank shall also have right at any time and without prior notice or reference to me / us and without my / our consent to adjust, appropriate or to set-off any credit balance or any part thereof due to me / us in my / our Current / Savings / any other Deposit Account or any account whatsoever including the above mentioned Fixed / Term Deposit / Recurring Deposit Receipt(s) Account No.(s.) at any of Axis Bank branches in my / our name(s) ("Deposit") with or without joint names of any other persons on or before the dates of maturity thereof towards the satisfaction or part satisfaction of outstanding balances or loan, Overdraft / cash credit or of the amounts due or to become due by me / us or by the aforesaid borrower to you in any account including under the Credit Facilities at any of Axis Bank branch / branches whatsoever.
  - (c) The above Deposits shall continue to be available to the Bank as Security as such even if any Over- draft Facility runs into Credit / is reduced or extinguished or the credit facilities are renewed at any time or from time to time and Axis Bank is authorized to renew the said Deposit without further notice or consent from me / us or the borrower.
  - (d) That in case of default or Credit Facility / ies is not repaid on demand, the Bank may take all steps necessary to prematurely encase the Fixed / Term Deposit to itself or set-off or uplift the securities / Fixed or Term Deposits hereby offered or held at any time or transfer / assign or reassign the same considered to be reasonable by the Bank and appropriate the net amounts towards discharge of all my / our liabilities in the account/s with the Bank at any of its branch (es). Should there be any shortfall, I / We hereby under- take 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.
  - (e) The security held on the terms of this Letter shall act as continuing security for ultimate balance of all monies that may be due from me / us or from the borrower to the Bank. Neither the said security nor this Letter shall be considered as terminated by reason only of the repayment of any particular Credit Facility or by any change in the constitution or by death / retirement (in case of partnership) or otherwise and shall be fully binding on my / our legal representatives, heirs, executors, administrators and assigns.
16. I/We further agree and confirm that the lien on the above mentioned fixed deposits are unconditionally authorized by me / us for the purpose as security for the facility to be granted to me / us.
17. I/We further agree that the lien as above shall be irrevocable by me / us either singly or jointly and continue till such time loan / overdraft facility is fully paid.
18. I/We further agree to mark an exclusive lien on the above deposits for the purpose of ODFD.
19. The facilities now sanctioned will be due for renewal after the end of the expiry period. You are required to furnish documents and information as may be required by the Bank two months prior to the date of renewal / review.
20. The borrower shall pay the charges to the bank as per the Banks standard schedule of charges for various services rendered by the Bank.
21. Any change in ROI and renewal fees shall be communicated at the time of renewal.
22. Any excess drawing (other than what has been specifically approved in the scheme) or irregularity on account of non-payment of interest/ charges or non-compliance with the terms of sanction will attract penal interest over and above normal rate of interest, from the date of happening of the irregularity/non-compliance till the

date of rectification/regularization as the Bank may deem fit.

23. In the event of any change of address for communication, any change in business/ profession by you, the same should be intimated to the Bank, immediately.

24. The facility/Renewal is at sole discretion of the Bank. Further, the Bank shall have an unconditional right to cancel the undrawn/un-availed/unused portion of the Loan / Facility at any time during the subsistence of the Loan / Facility, without any prior notice to the borrower, for any reason whatsoever. In the event of any such cancellation, all the provisions of this Document shall continue to be effective and valid and the Borrower shall repay the outstanding dues under the OD facility duly and punctually as provided herein.

25. An account should be treated as 'out of order' if the outstanding balance remains continuously in excess of the sanctioned limit/drawing power for 90 days. In cases where the outstanding balance in the principal operating account is less than the sanctioned limit/drawing power, but there are no credits continuously for 90 days as on the date of Balance Sheet or credits are not enough to cover the interest debited during the same period, these accounts should be treated as 'out of order'.

26. In case of non-payment of dues under this facility and the loan is classified as Non-performing asset all other loan accounts of the Borrower would be classified as Non-performing asset and vice versa.

27. The Borrower also agrees, undertakes and confirms as under:

(a) The Borrower understands that as a precondition relating to the grant of and/or continuing the grant of the Facility to the Borrower, the Bank requires the Borrower's consent for the disclosure by the Bank of, information and data relating to the Borrower, of the Facility availed of/to be availed by the Borrower, in discharge thereof.

(b) Accordingly, the Borrower hereby agrees and gives consent for the disclosure by Bank of all or any such:

1. Information and data relating to the Borrower;

2. The information of data relating to the Facility /Financing Documents; and

3. Default, if any, committed by the Borrower, in discharge of the Borrower's obligations under the facility, as the Bank may deem appropriate and necessary, to disclose and furnish to Credit Information Companies ("CIC") and any other agency authorized in this behalf by Reserve Bank of India ("RBI") and/or to Information Utilities or any other person pursuant to the Insolvency and Bankruptcy Code, 2016; and/or to any other statutory or regulatory or law enforcement authority (including Court and/or Tribunals).

(c) The Borrower declares that the information and data furnished by the Borrower to the Bank are true and correct.

(d) I/We hereby declare that if the details furnished are found to be false then the bank will be entitled to revoke and/or recall my credit facility.

(e) The Borrower also undertakes that:

1. Any CIC 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; and

2. Any CIC and any other agency so authorized may furnish for consideration, the processed information and data disclosed or products thereof prepared by them, to bank(s)/financial institution(s) and other credit grantors or registered users, as may be specified by the RBI in this behalf.

28. I / We hereby declare and confirm that the present FD's are not under any attachment from any statutory authority / Police authority / court of competent jurisdiction. However, if any attachment order is served upon the Bank on the FD's then in such case the bank has exclusive rights to first recover its dues, charges, etc and remit the available balance, if any, to the attaching authority.

29. I / We also confirm that the above deposits would not be withdrawn till the time the loan is repaid.

30. The interest debited in the account is a demand in itself and should get repaid within 7 days of interest debit failing which the bank will have the right to debit the SB account maintained with the Bank or may liquidate the FD linked with the account to recover overdue amount.

31. All amounts in default for payment, due to delay or non-payment of EMI/Installment or interest thereon including any costs, charges and expenses or due to occurrence of any other Event of Default as per point no. 1 & 15(d) shall be debited to the loan/drawal account and in such case Bank shall also levy the penal interest and other charges as applicable and prescribed in the point no. 20 in the said loan/drawal account for the period of default without there being any need to assign a reason for the same, which shall be paid by the Borrower.

32. However, if Borrower fails to make the payment of above said amounts in default for payment or the penal interest and other charges levied by the Bank within 90 days (For Retail, NRI, OCI, PIO & Agri Non PSL Cases) & within 365 days (in case of Agri PSL cases) from the due date of such payments, in that case said loan/drawal account shall be classified as Non-Performing Asset ("NPA").

33. In order to regularize the said loan/drawal account, the Borrower shall be liable to pay all the above mentioned amounts in default and/or penal interest and other charges, as the case may be, [on immediate basis]

34. The Terms and Conditions shall be governed by the laws of India. Any dispute arising out of this Offer shall be subject to the exclusive jurisdiction of competent courts in Mumbai.

35. The Fair Practice Code for the Lenders as published on the Axis Bank's website, shall apply to the Loan. Copy of the Fair Practice Code for lenders as available on the Bank's website. <https://www.axis-bank.com/docs/default-source/default-document-library/fair-practice-code-for-lenders.pdf>

36. To apply for an ATM/Debit card on the account, please visit your nearest Axis Branch.

37. I/We confirm that the total banking exposure of our firm/company after availing the proposed loan/ credit facility is Rs. 50 crore or above. **The Legal Entity Identifier (LEI) is applicable to our firm / company and we will endeavor the Legal Entity Identifier (LEI) details to Axis Bank.**

38. I/We confirm that the total banking exposure of our firm/company after availing the proposed loan/ credit facility is Rs. 5 crore or above. We will endeavor the Legal Entity Identifier (LEI) details to Axis Bank.

39. I/We confirm that the total banking exposure of our firm/company after availing the proposed loan/ credit facility is below Rs. 5 crore. The Legal Entity Identifier (LEI) is not applicable to us.

**Additional terms and condition for agriculturist and carrying on agricultural business:**

These additional terms and conditions are in addition to ODFD terms and not in derogation and are applicable to agriculturists and in agriculture business.

(a) I/We hereby agrees to provide copies of land document/oral lease if requested by bank, bank reserves right to takes appropriate decision based on document submission like asset classification, regulatory classification. I/We hereby agrees to provide the original land document if and when called upon.

(b) The repayment schedule is "on demand".

(c) The interest frequency is monthly / half yearly / yearly depending upon the cropping pattern and asset classification.

(d) The period of facility will be one year. The facility will be renewed every year. The applicant to provide application letter for renewal of facility.

(e) In case of account becoming overdue for more than 15 days, the term deposit will be adjusted in the loan facility so that the loan account is normalized.

(f) I/ We confirm to create pledge upon all my / our rights, title and interest in the said securities in favor of the AXIS Bank as the security for realization of all monies, now owing or which shall at any time be owing by the Borrower to you whether on balance of account or otherwise in respect of the aforesaid Facility together with interest thereon at the agreed compound interest and/or additional, penal interest, liquidated damages, commitment charges, premia on prepayment of redemption costs, charges, expenses etc. and all the other monies payable by the Borrower under the aforesaid facility.

**Additional T&C for Non-Resident Indian/ Overseas Citizen of India/Person of Indian Origin customers:**

These additional terms and conditions are in addition to ODFD terms and not in derogation and are applicable to Non-Resident Indian/ Overseas Citizen of India/Person of Indian Origin customers.

(a) I / We also confirm that the Loan funds cannot be repatriated outside India.

(b) I/We hereby confirm that Loan / overdraft facility has been taken for my / our personal purposes and confirm that overdraft facility would not be utilized for the following purposes.

- Re-lending
- Investment in Real estate business
- Agriculture & plantation activities
- Investment in Nidhi company

- Construction of farm house
  - Loan proceeds should not be used for investments in KVP and other prohibited investments mandated under FEMA / other regulatory bodies.
  - Trading in Transferable Development Rights (TDRs).
- (c) I / We hereby authorize the Branch to debit my NRE / NRO A/c towards interest servicing of the captioned loan / overdraft facility.
- (d) I/We declared that loan would be utilized for personal purposes or for carrying on business activities or for direct investment in India on non-repatriation basis by way of contribution to the capital of Indian firms/ Companies or Acquisition of flat / house in India for his own residential use and the loans would not be utilized for the purpose of on-lending or for carrying on agriculture or plantation activities or for investment in real estate business.
- (e) I/ We hereby gives specific consent to the Bank/Lender for disclosing / submitting the 'financial information' as defined in Section 3 (13 ) of the Insolvency and Bankruptcy Code, 2016 ( 'Code' for brief ) read with the relevant Regulations/ Rules framed under the Code, as amended and in force from time to time and as specified there under from time to time, in respect of the Credit/ Financial facilities availed from the Bank/ Lender, from time to time, to any 'Information Utility' ( 'IU' for brief ) as defined in Section 3 ( 21 ) of the Code, in accordance with the relevant Regulations framed under the Code, and directions issued by Reserve Bank of India to the banks from time to time and hereby specifically agree to promptly authenticate the 'financial information submitted by the Bank/Lender, as and when requested by the concerned 'IU' .
- (f) The interest debited in the account is a demand in itself and should get repaid within 7 days of interest debit failing which the bank will have the right to debit the SB account maintained with the Bank or may liquidate the FD linked with the account to recover overdue amount.