

**Application cum sanction letter for
Overdraft against Banks Fixed Deposits (ODFD)**

IDFC First Bank Limited;

Place:

Date:

Dear Sir,

I/We request you IDFC First Bank Limited (the Bank) to grant a loan of _____ (Rupees _____ only) by way of Overdraft Limit / Account at the interest rate of _____ p.a. The facility will be secured against under mentioned Fixed Deposits placed with your Branch at _____ as security for all moneys now owing or which shall at any time hereafter be owing from me / us in any manner what – so – ever solely or jointly with others.

Particulars of Fixed Deposit(s)						
Fixed Deposit (FD) Account Nos	FD favoring	Start Date	Period	Due Date	Rate of Interest on FD	Principal Amount

1. I/we hereby authorize IDFC First Bank to open separate account for Overdraft facility. This shall be linked to Saving/Current account for ease of operations. OR I/we hereby authorize IDFC First Bank to convert my existing savings / current account into Overdraft account and deactivate debit card linked to it.
2. I/we hereby authorize IDFC First Bank to debit Overdraft account in case where balance in Savings / Current account is insufficient, and applicable interest shall be levied on the same.
3. I/we hereby authorize IDFC First Bank to recover interest amount due from Savings / Current account.
4. I /we hereby authorize you to convert foreign currency Fixed Deposits on due date(s) by applying IDFC First Bank (Formerly Known as IDFC Bank Limited) TT buying rate ruling on that date and adjust the proceeds towards the relative Overdraft Account and balance, if any, be paid to me / us. (Not applicable for domestic deposits).
5. The Overdraft limit/ Account is required for the purpose of _____.
6. I / We offer the aforesaid Fixed Deposits as security for the above Overdraft limit/ Account. Please accept and mark a lien thereon in favor of the Bank as security for repayment of the Overdraft Limit together with interest and all other monies payable by me/ us to the Bank under the Overdraft Account.
7. The Fixed Deposits are being provided as security for repayment of the said Overdraft limit/ Account with interest and all other monies payable by me/ us to the Bank under the Overdraft Account.
8. I / We declare and agree that said Fixed Deposits are free from encumbrances and are my / our sole property.
9. 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 (only applicable to HUF Cases).
10. I / We authorize the Bank, to renew the Fixed Deposit(s), at its discretion, for such period the Bank may deem fit and continue to hold it as security for the said Overdraft limit/ Account renewed from time to time.

11. I/ We agree that the tenure of the said **Overdraft limit/ Account** shall not exceed the date of maturity of the Fixed Deposit/s/renewed Fixed Deposit/s. However, I/ we agree that the Bank has every right to terminate/withdraw/discontinue the said **Overdraft limit/ Account** at any time without any reason and notice.
12. I / We agree that interest shall be charged by Bank on the daily debit balances in the Overdraft limit/ Account at the agreed rate, or at such rate/s as would be revised by the Bank from time to time with monthly rests. 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.
13. I/We irrevocably authorize the Bank to debit my / our SB/ CA / CC / OD account No. _____with the Bank towards periodical interest, penal interest, charges and shortfall in margin.
14. In this connection, I / We promise to service the interest on my / our said **Overdraft limit/ Account**, at monthly intervals. In case I / We fail 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 my / our said **Overdraft limit/ Account** without any reference, to me / us. After such adjustment, if any balance is payable by me / us, I/ we undertake 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.
15. I / We hereby agree that in case of default or **Overdraft limit/ Account** 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.
16. I / We hereby agree that in case Bank prematurely closes Fixed Deposits to adjust the outstanding in my / our said **Overdraft limit/ Account** at my / our request or at the liberty of Bank to clear any overdue in my / our **Overdraft limit/ Account**, 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.
17. I/ We hereby undertake not to withdraw or close/pre-close or mark any lien/charge the Fixed Deposit/s until the **Overdraft Limit/ Account** amount is adjusted / repaid fully along with interest and other monies payable by me / us under **Overdraft Limit/ Account**.
18. I/ We agree that I/ we shall be liable to pay to the Bank interest on the amounts due under the said **Overdraft Limit/Account** at the rate specified in the Sanction Letter at monthly rests and mentioned therein or as maybe intimated by the Bank in writing from time to time and I/we will not dispute the same.
19. I/ We agree that I/ we shall not change my / our constitution without the prior written permission of the Bank and also agree to 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**.
20. 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.

21. 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.
22. The terms and conditions for the said **Overdraft Account/Limit** shall also be subject to the changes based on guidelines / directives issued by the RBI to banks from time to time.
23. 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**.
24. I / We hereby agree, unless otherwise recalled earlier, the **Overdraft** now sanctioned, will be valid up 12months. I / We hereby agree that bank may review and renew the facility annually prior to expiry of the facility.
25. I / We declare that the information and data furnished by me / us to the Bank are true and correct
26. I/We agree that all the terms and conditions shall be binding on my/our legal heirs/administrators/ nominee/ successors/executors. I / We hereby agree, unless otherwise recalled earlier, the **The Overdraft Limit** shall run co-terminus with the fixed deposit and where it is not possible, automatic renewal clause should have been activated for such fixed deposits and the deposit is cumulative in nature. I / We hereby agree that bank may review and renew the facility annually prior to expiry of the facility.
27. 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/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**.
28. 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**.
29. I/We agree that the Bank shall have the sole and absolute discretion to amend or supplement any of the Terms and Conditions herein stated by posting the same on its website: www.idfcfirstbank.com I/We shall be responsible for regularly reviewing the Terms and Conditions including amendments thereto pertains to this limit as may be posted on the website and the notice so given shall be deemed to be effective against me/us on the date of posting of the same on the website and I/we shall be deemed to have accepted the changed Terms and Conditions. I/we hereby agree to abide by the Terms and Conditions in force and the changes thereto in the Terms and Conditions from time to time relating to the **Overdraft Limit/Account** as communicated and made available on the website.
30. I/we agree and acknowledge that any default by me/us under any credit facility agreement or arrangement entered into by me/us with the Bank, any bank and/or financial institution/non-banking financial company and/or other creditors, shall constitute an event of default under this Overdraft Limit/Account and vice-versa.

Where the Depositor himself/ herself / themselves request for Overdraft
Please grant me / us a Overdraft of _____ (Rupees _____ _____only) on my / our above mentioned Fixed Deposit / Recurring Deposit.

Place Mumbai
Date 15-06-2020

Signature of Depositor(s)

Where a Third Party other than the Depositor, request for Overdraft

Please grant me / us a Overdraft of ` _____ (Rupees _____ only) interalia on the security of the above mentioned Fixed Deposit / Recurring Deposit in the name of _____ who have agreed to offer them as security for this overdraft requested by me/ us.

Place

Date

Signature of Borrower(s)

Consent from the Depositor, where Third Party other than the Depositor, request for Overdraft

I / We _____ request you to grant the above mentioned Overdraft of ` _____ (Rupees _____ only) to Mr./ Ms / M/s _____ on the security of my / our above mentioned Fixed Deposit / Recurring Deposit with your Bank.

I/We agree that Interest / Tax deducted at source on Fixed deposits offered as security will continue to be accrued / deducted in the name of fixed deposit holder/s. I / We understand that notwithstanding the assignment / lien of said Fixed Deposit/s for granting overdraft to borrower/s will continue to fulfill all taxation obligations as applicable from time to time.

Place

Date

Signature of Depositor(s)