

# SALARY BOOSTER ACCOUNT Application Form



Date of Application        
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## CUSTOMER INFORMATION

Name of Applicant :

<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
TITLE	FIRST NAME	MIDDLE NAME	LAST NAME

Customer ID :

Official Email-Id :

Personal Email-Id :

Religion :  Hindu  Muslim  Sikh  Christian  Buddhist  Others (Pls specify) \_\_\_\_\_

PAN :

Marital Status :  Married  Unmarried  Others (Pls specify) \_\_\_\_\_

Spouse Name (If married) \_\_\_\_\_

## PLEASE SHARE YOUR EMPLOYMENT DETAILS

Designation :

Employee ID :

Line 1 (Office Address)

Line 2

Landmark (If any)

City  State  Pin Code

Experience in Current Job :

Total Work Experience :

## RESIDENTIAL ADDRESS (NO PROOF REQUIRED)

Line 1

Line 2

Landmark (If any)

City  State  Pin Code

## TELL US ABOUT YOUR INCOME

Net Monthly Salary

Gross Monthly Salary

### Reference 1

Name

Address

Mobile Number

Relation with Applicant

### Reference 2

Name

Address

Mobile Number

Relation with Applicant

## PLEASE HELP US WITH DOCUMENTS (APPLICABLE FOR CAT B/C CORPORATES)

One Month Salary Slip

Bank Statement

## LINKED ACCOUNT

IDFC FIRST Salary Account Number

(This account will be linked to Salary OD account for periodic debit of interest)

## PURPOSE OF OVERDRAFT

Permissible Purpose for Resident Customers (Select any one)

House Repair  House Purchase  Agriculture  Education  Others (Pls specify) \_\_\_\_\_

**DECLARATION** (Please read carefully and sign at the end of this section after you have filled in all details in the form)

**Declaration & Risk Disclosure**

- I fully understand the various risks associated with availing the facility, namely the facilities are uncommitted facilities, are callable by the Bank on demand, and may be cancelled and repudiated in part or in entirety by the Bank, at any time, without notice and without giving any reason and can be up to a maximum limit as mentioned above ("the Limit"). The facility would be provided for a maximum period of 12 months from the date of setting up of the facility or any such period as may be deemed fit by the Bank.
- I am required to regularize my account by making good the shortfall in the required margin, by way of repaying in part/full, the amount outstanding in my account.
- I hereby represent, warrant and confirm that the purpose for availing the facility is not speculative or illegal in any manner. I also declare that funds under the facility will not be used towards purchase of Gold in any form, including primary gold, gold bullion, gold jewelry, gold coins, units of gold Exchanged Traded Funds (ETF) and units of gold etc. I agree that any breach or default in complying with all or any of the aforesaid undertaking(s) will constitute any event of default under facility documents.
- I agree, declare and confirm to link my Salary Booster account with my Salary account and that the applicable interest would be debited from my linked salary account. Any other charges including stamp duty (if applicable) payable by me shall be debited from my Salary Booster account. Non-payment of interest may result in the account being classified as a NonPerforming Asset ("NPA") as per the rules prescribed by the Reserve Bank of India ("RBI") and consequently reporting the details of my account to CIBIL.
- I authorize the Bank to close my Salary Booster Account in case of no salary credit or if interest is not serviced from linked Salary Account as per the bank policy
- I authorize the Bank and/or its agent to conduct my credit history verification with CIBIL or any other credit rating agency and acknowledge that Bank and/or its agent shall have the right and authority to carry out investigations from the information available in public domain for confirming the information provided by me to the bank
- I agree and understand that IDFC FIRST Bank reserves the right to reject my Loan application form/request, however assigning reasons, within the stipulated time as per bank's internal policy. The bank shall not be liable for rejection of any manner.
- I declare that all the particulars and information and details given/filled in this application form are true, correct, complete and up-to-date in all respects and that I have not withheld any information whatsoever.
- I confirm that no insolvency proceedings or suits for recovery of outstanding dues or monies whatsoever and/or any criminal proceedings have been initiated and/or are pending against me and that I have never been adjudicated insolvent by any court or any other authority.
- No action or other steps have been taken or legal proceedings started by me or against me in any court of law/other authorities for winding up, dissolution, administration or re-organization or the appointment of a receiver, administrator, administrative receiver, trustee or similar officer or for my assets.
- I declare that I have not made any payments in cash, bearer cheque or kind along with or in connection with this application to the executive collecting my application. I shall not hold the bank liable for any such payment made by me to the executive collecting this application.
- I understand and confirm that the application form and all the other documents submitted by me to the bank shall not be returned to me and IDFC FIRST Bank shall have the right to retain the same. The bank shall however provide copy of terms & conditions and other enclosures to the applicant at the time of application.
- I authorize the Bank and its agents to exchange, share or part with all the information and details relating to my existing loans and /or repayment history to banks, financial institutions, credit bureau's, agencies, Regulatory & statutory bodies etc., as may be required or as they may deem fit or if there is a duty towards the public to reveal the information and shall not hold the Bank (or any of its agents/representatives) liable for using/ sharing of this information
- Except to the extent disclosed by the Bank, no director or a relative/ near relation (as specified by RBI) of a director of a banking company (including IDFC FIRST Bank) or a relative/ near relation (as specified by RBI) of a senior officer of the Bank (as specified by RBI) is a partner of my concern, or a trustee, member, director, manager, employee of my concern, or a guarantor on my behalf, or holds substantial interest in my concern.
- I have fully read and understood the contents of this application form and brochure/s in relation of the Facility, the Standard Terms (copy of which has been provided to the Applicant) and I am aware of and acknowledge the terms and conditions for availing the facility from the Bank.
- The Bank, its agents, representatives to provide the applicant information on various products/ offers and services provided by IDFC FIRST Bank through any mode (including without limitation through telephone calls/ SMS/ emails) and authorize IDFC FIRST Bank, its agents/ representative for the above purpose.
- Overdraft facility cannot be used by the Customer to repay any other credit facility availed from IDFC FIRST Bank such as any loan/ credit card outstanding due by the Customer to IDFC FIRST Bank etc. In case of salary credits not getting reflected in the Savings Account for consecutive 60 days, the Overdraft facility shall be withdrawn and the complete amount outstanding including interest and other applicable charges shall be billed to the Overdraft Account and immediate settlement shall be applicable.

(Please tick Yes or No, as acceptable to the Applicant's)  Yes  No

Signature

Name \_\_\_\_\_

Place \_\_\_\_\_

Date     
D D M M Y Y Y Y

**BANK USE SECTION**
**Other Details**

Sourcing Branch Code \_\_\_\_\_ Sourcing Branch Name \_\_\_\_\_

Lead Generator \_\_\_\_\_ Lead Warmer \_\_\_\_\_ Lead Converter \_\_\_\_\_

Corporate Code \_\_\_\_\_ Corporate Name \_\_\_\_\_ Campaign Code \_\_\_\_\_

**Banker Certification**
 I have met the Customer at:  Residence  Place of Work  Other \_\_\_\_\_

 The customer has signed in my presence

Name \_\_\_\_\_

Certification Date

    
D D M M Y Y Y Y

Employee ID/RM Code \_\_\_\_\_

Signature of Employee

**Below section to be filled by processing team**

Salary Booster Limit Sanctioned \_\_\_\_\_ Rate of Interest \_\_\_\_\_

Signature of Credit Manager \_\_\_\_\_



# MOST IMPORTANT TERMS AND CONDITIONS - BANK COPY



## Attention Customer: Please read carefully before signing ACKNOWLEDGEMENT FORM

Refer to the Salary Overdraft Application dated \_\_\_\_\_ submitted by me to IDFC FIRST Bank.  
I confirm that I have been provided the following information and have accordingly filled up the aforesaid application form:

1. Overdraft Facility Amount Not Exceeding \_Rs 5,00,000\_
2. Applicable Rate of Interest - The rate of interest stipulated by IDFC FIRST Bank shall be \_\_\_\_\_% p.a. plus applicable interest tax or other statutory levy, if any, on the principal amount of the loan remains outstanding each day
3. Penal Interest Rate - 2% p.a. plus applicable rate of interest due to non-payment of interest/ principal or any other amount on the due date or breach of terms & conditions and this MITC
4. The Overdraft facility is revolving in nature and is subject to review that shall be conducted by the bank and shall at all times be available at the sole discretion of the bank
5. The interest shall be debited from the linked salary account held with the bank on monthly basis
6. Limit utilization charge: IDFC FIRST Bank would charge Rs 500 (Rupees Five Hundred only) plus applicable taxes or other statutory levies if any for first time utilization of Salary Overdraft limit. It is subject to changes as per bank policy
7. Charges per Cheque return: Rs 50 plus applicable taxes or other statutory levies if any
8. Overdraft Facility Renewal Fee - Rs 500 (Rupees Five Hundred only) plus applicable taxes or other statutory levies if any  
The renewal fees stated in this application form is as prevailing on the date of overdraft limit sanction and subject to change from time to time upon renewal of the Facility, the renewal fees shall be debited from the Salary Overdraft account
9. The bank would give notice of any change in the terms and conditions including interest rates, service charges etc.
10. The bank should also ensure that changes in interest rates and charges are effected only prospectively.

I acknowledge that:

- I have not made any payment in cash, bearer cheque or kind along with or in connection with this application to the executive collecting my/our Application Form.
- The sanction under the Facility, if and when sanctioned, shall be governed by the Standard Terms applicable thereto, a copy of which has been provided to me and I have read the understood the same

Name of Applicant : \_\_\_\_\_

Signature \_\_\_\_\_

Date 

D	D

M	M

Y	Y	Y	Y

IDFC FIRST Bank Official Signature \_\_\_\_\_

Name \_\_\_\_\_

Branch \_\_\_\_\_

Phone Number 

--	--	--	--	--	--	--	--	--	--	--	--

Date 

D	D

M	M

Y	Y	Y	Y

Branch Stamp \_\_\_\_\_

# STANDARD TERMS & CONDITIONS FOR SALARY BOOSTER ACCOUNT



## 1. DEFINITIONS AND CONSTRUCTION

1.1 In this terms & conditions, unless the context otherwise requires, the following terms wherever used shall have the following meanings:

“Bank” shall mean “IDFC FIRST Bank Limited”

“Business Day” shall mean a day other than a public holiday on which the Branch where payment is to be made in relation to the Facility is open for business.

“Due Date” shall mean the date(s) on which any amounts in respect of the Facility including principal, interest or any other monies becomes due and payable in terms of this Terms & conditions and/or the other Transaction Documents.

“Event of Default” shall have the meaning assigned to it in Clause 11 of this Terms & conditions.

“Facility” shall mean the facilities as specified in the Sanction Letter/Most Important Terms & Conditions.

“Law” shall mean and includes all statutes, enactments, acts of legislature, laws, ordinances, rules, bye-laws, regulations, licenses, notifications, guidelines, policies, directions, directives and orders of any Government, RBI, statutory authority, court, tribunal, board or recognized stock exchange.

“Limits” shall mean the amount up to which the Borrower can draw under the Facility.

“Material Adverse Effect” shall mean the consequence of any event or circumstance which in the sole opinion of the Bank is or is likely to be: (i) adverse to the ability of the Borrower or its Affiliates to perform or comply with its obligations under this Terms & conditions and/or the other Transaction Documents; or (ii) prejudicial to the businesses, operations or financial condition, properties, assets or prospects of the Borrower or its Affiliates.

“Potential Event of Default” shall mean an event which with the giving of notice (if required under the terms of Transaction Documents), lapse of time, determination of materiality, or fulfilment of any other applicable condition or any combination of the foregoing or otherwise, would constitute an Event of Default.

“Sanction Letter or “Most Important Terms & Conditions (MITC)” shall mean the sanction letter(s) or MITC issued by the Bank to the Borrower in connection with the Facility and would include any amendments thereto, from time to time by issue of letters in writing by the Bank.

“Schedules” shall mean schedules attached to this Terms & conditions,

“Transaction Documents” include this Terms & conditions, and all other terms & conditions, instruments, undertakings, indentures, deeds, writings, guarantees, letters of comfort and other documents (whether financing or otherwise) executed or entered into, or to be executed or entered into, by the Borrower or as the case may be, any other person, in relation, or pertaining, to the transactions contemplated by, or under this Terms & conditions and/or the other Transaction Document, and each such Transaction Document as amended from time to time.

1.2 In this Terms & conditions, unless the contrary intention appears:

(a) A reference to: an agreement, document, undertaking or deed in writing includes all amendments made thereto from time to time as also all schedules, annexures and appendices thereto.

“Indebtedness” includes any obligation (whether incurred as principal or as surety) for the payment or repayment of money, whether present or future, actual or contingent

(b) the singular includes the plural (and vice versa).

(c) in the event of any disagreement or dispute between the Bank and the Borrower regarding the materiality or reasonableness of any matter including of any event, occurrence, circumstance, change, fact, information, document, authorisation, proceeding, act, omission, claims, breach, default or otherwise, the opinion of the Bank as to the materiality or reasonableness of any of the foregoing shall be final and binding on the Borrower.

(d) (i) all capitalised terms used but not specifically defined herein shall have the respective meanings ascribed to them under the relevant Schedule(s) or Sanction Letter/MITC; (ii) all capitalised terms used but not specifically defined in a Schedule or Sanction Letter shall have the respective meanings ascribed to them in the main body of this Terms & conditions or in the other relevant Schedule(s).

The Sanction Letter shall be construed as forming integral part of this Terms & conditions. The Sanction letter shall be read in conjunction with the provisions of this Terms & conditions and in the event of any conflict in the terms of the aforesaid sanction letter and this Terms & conditions, the terms of Terms & conditions will prevail over the said Sanction Letter, also the Bank shall be entitled to alter/vary/modify the terms and conditions of this Terms & conditions or the Sanction Letter at any time by notice in writing to the Borrower or notifying the same on its website, either on its own accord or as may be required by any Statutory Authority.

## 2. AMOUNT AND TERMS OF FACILITY

(a) Subject to the terms of the Transaction Documents, the Bank may extend to the Borrower all or some of the Facilities, for sums not exceeding the overall Limit, as specified in the Sanction Letter.

(b) The Bank shall be entitled to vary at its discretion or at the request of the Borrower, the respective Limits of the Facility (i.e. increase / decrease or renew) sanctioned to the Borrower, the Margin (if any) and also the overall Limit.

## 3. GRANT OF FACILITY

3.1 At the Borrower’s request, and together with th terms and conditions together with the Schedules thereunder,

including this Schedule, the Sanction Letter or MITC and the Transaction Documents (including creating or providing security in the manner prescribed), the Bank may vide its Sanction Letter grant to the Borrower an overdraft facility ("the Facility") up to the maximum overdraft limit specified in the Sanction Letter. The Bank shall not be liable to lend to the Borrower beyond the maximum overdraft limit, honour any cheques, allow any cash withdrawals (other than withdrawal in respect of the Facility subject to the terms of the Transaction Documents) or meet any further requirements of the Borrower on account of growth in business or otherwise.

- 3.2 Notwithstanding the maximum overdraft limit, unless the Bank otherwise permits, the Borrower shall not be entitled to operate the Facility beyond the Drawing Power which may be determined by the Bank from time to time on the basis of the Bank's margin requirements and the value of the Security or otherwise. The Borrower is aware and agrees that the Bank may, from time to time, vary the Drawing Power without any intimation to the Borrower, and the Borrower agrees to at all times (and in particular before any cheque is presented for payment) to keep itself informed of the Drawing Power and the Bank's margin requirements as varied from time to time. The Borrower has understood and is aware of the Bank's methodology of computing the Drawing Power and compute the Borrower's' Drawing Power before issuing any cheque or drawing any money under the Facility. The Borrower shall at all times confine the borrowings to the drawing power allotted within the limit of a particular facility, namely, the value of the security less the corresponding margin stipulated from time to time in respect of the said facility or the limit set by the Bank, whichever is lower, and in no case shall the Borrower exceed such limit. The Bank may however at the specific request of the Borrower and in its own discretion, allow drawings beyond such drawing power or limit for such time as may be considered necessary and shall at any time without notice call upon the Borrower to repay such excess drawings. All rights and obligations of the Bank and the Borrower respectively under the terms & conditions and the Schedule, if any and under any sanction letter/MITC and/or security documents shall extend to cover such excess drawings notwithstanding the specific limit stipulated herein. The Bank shall not honour cheque(s) issued by the Borrower for the purpose other than agreed upon between the Borrower and the Bank and for amounts exceeding the limits sanctioned.

#### 4. DRAWDOWN

- (a) Unless otherwise agreed to by the Bank, the Borrower may draw the Facility only during the availability period in one or more tranches and shall be utilized by the Borrower exclusively for the purpose mentioned in the Sanction Letter or in MITC ("Purpose").
- (b) In the event any monies are remaining due and payable by the Borrower to the Bank, whether under this Terms & conditions or other Transaction Documents or otherwise, the Bank may, at its sole discretion, reduce the overall Limits and / or adjust such monies against the respective Limits and all such adjustments shall be treated as draws by the Borrower.
- (c) The Bank may in its discretion or at the request of the Borrower, renew or continue the Facility or any part thereof for such period and in such terms and in such event all terms as applicable for such Facility shall mutatis mutandis apply for the rollover/extended portion of the Facility.
- (d) The Bank may, at its discretion, allow draws beyond the drawing power, by way of temporary facilities for such period as is permitted by the Bank. The Bank reserves its right to suspend such excess drawings without any notice to the Borrower. The Borrower shall repay all such excess drawings on demand unless otherwise specified by the Bank. Till repayment of such excess drawings, the excess drawn amounts shall carry interest at the rate of Revised Applicable Rate of Interest as stipulated in the Sanction Letter, unless a higher rate has been stipulated by the Bank. All the provisions of the Transaction Documents will extend to cover such excess drawings.

#### 5. INTEREST / COMMISSION / OTHER CHARGES ETC.

- (a) The Borrower shall pay interest on the daily debit balance in the Account at the rate specified in the Sanction Letter/MITC or as may be advised by the Bank from time to time. The Bank may debit the Account with the interest amount. The interest amount shall be payable monthly or on the termination of the Facility, as the case may be together with all other charges, including prepayment charges, processing fee, documentation charges, cancellation charges and other fee/charges, as is stipulated in the Sanction Letter or MITC. The interest rate and commission is subject to variation in consonance with RBI directions, statutory and regulatory requirements, any increase / variation in the un-hedged foreign currency exposure of the Borrower, conditions of money market, availability of loanable funds, internal policy of the Bank, etc.
- (b) The Borrower irrevocably acknowledges that any occurrence of breach of terms and conditions of the Transaction Documents shall be deemed to require reassessment of initial credit parameters of the Borrower and as a consequence thereof, the Borrower shall, without demur/protest be liable to pay to the Bank, Revised Applicable Rate of Interest (in lieu of the Applicable Rate of Interest) and/or Revised Applicable Commission (in lieu of Applicable Rate of Commission), as may be applicable, from the date of happening/non-happening of the relevant conditions till such conditions are complied with to the satisfaction of the Bank.
- (c) The Borrower shall bear all taxes in connection with the Transaction Documents. In the event of the Borrower failing to pay such taxes, the Bank shall be at liberty (but shall not be obliged) to pay the same. The Borrower shall reimburse all sums paid by the Bank in accordance with the provisions contained herein. All payments by the Borrower under the Transaction Documents shall be made free and clear of and without any deduction of tax or levy, except as required under the Law. Any taxes or levy so deducted by the Borrower shall be paid within the statutory time frame AND thereafter within 7 (seven) days of depositing such payment or as provided under Law, whichever is earlier, deliver to the Bank satisfactory evidence that the tax or levy so deducted at source has been duly remitted to the appropriate authority.
- (d) The Borrower acknowledges and agrees that the rates of interest/commission payable by it under the provisions of this Terms & conditions are reasonable and that they represent genuine pre-estimates of the loss expected to be incurred by the Bank in the event of non-payment of any monies by the Borrower.

## 6. COMPUTATION OF INTEREST, COMMISSION AND OTHER CHARGES

- (a) All Interest, all commissions, discount and all other charges shall accrue from day to day and when debited to the relevant account shall be calculated on the daily debit balance of such account and which shall be computed on the basis of 365 days a year and the actual number of days elapsed.
- (b) The interest and commission on the Facility will be charged to the respective account, unless specified otherwise, on a monthly basis (and in case of closure of individual Facility account on the day of such closure) and payable by the Borrower.

## 7. REPAYMENT

- (a) If the Due Date in respect of any amounts payable under the Facility falls on a day which is not a Business Day at the place where the payment is to be made, the immediately preceding Business Day shall be the Due Date for such payment.
- (b) The Borrower shall reimburse all sums paid and/or expenses incurred by the Bank (including by or on behalf of their representatives / consultants / appraiser) in relation to the Facility immediately. All such sums shall carry interest from the date of payment till such reimbursement at the Applicable Rate of Interest or such other rate as may be stipulated by the Bank and the Borrower hereby authorizes the Bank to debit any of its account for the aforesaid charged together with interest.
- (c) The Borrower agrees, declares and confirms that, notwithstanding any of the provisions of the Indian Contract Act, 1872 or any other Law, or any terms and conditions to the contrary contained in this Terms & conditions, the Bank may, at its absolute discretion, appropriate any payments made by the Borrower under this Terms & conditions or otherwise, towards the dues payable by the Borrower to the Bank under this Terms & conditions and/or other agreements entered into between the Borrower and the Bank and in any manner whatsoever.
- (d) Credit for all payments, including by cheque/bank draft will be given only on realization or on the relative Due Date, whichever is later.
- (e) Unless otherwise agreed, the Borrower shall not, without the approval of the Bank (which approval may be given subject to such terms and conditions as may be stipulated by the Bank including payment of premium and/or any other charges, plus applicable interest tax or other statutory levy), prepay all the outstanding amounts of the fund based facilities in full or in part, before the Due Dates.

## 8. REPRESENTATIONS AND WARRANTIES

- (a) The Borrower hereby represents, warrants, assures and confirms as applicable to it, that:
  - i) the Borrower has the power and authority to execute, deliver and perform the terms of the Terms & conditions and the same does not conflict with any Law, constitutional document, any other documents to which the Borrower is a party;
  - (ii) all accounts and financial statements furnished by the Borrower to the Bank have been prepared in accordance with accounting standards and practices in force in India and present true and fair financial position of the Borrower;
  - (iii) The Borrower are not in default or been included in any list of defaulters or have committed breach of any agreement with any person who has provided loans or deposits or advances or guarantees or other financial facilities to the Borrower or any regulatory or statutory authority;
  - (iv) no event or circumstance is outstanding which constitutes a default under any other agreement or instrument which is binding on the Borrower or its Ailiates or to which its assets are subject, which might have a Material Adverse Effect;
  - (v) all statutory dues and taxes have been paid (save and except as disclosed in writing to the Bank) and there are no claims presently existing or anticipated;
  - (vi) there is no pending or threatened scenario for winding up/insolvency, a scheme or arrangement or reconstruction or reconstitution of any kind nor any scenario for appointment of receiver (or similar person);
  - (vii) the information furnished by the Borrower to the Bank in connection with or for obtaining the Facility is true, complete and correct and not misleading in any material respect;
  - (viii) neither the Borrower, nor any person acting on its behalf, has been engaged in (i) corrupt practices, fraudulent practices, collusive practices or coercive practices in connection with the Borrower's business and operations, (ii) money laundering or acted in breach of any Laws relating to money laundering; or (iii) the financing of terrorism;
  - (ix) the Facility are not being availed for any activities relating to producing or consuming Ozone Depleting Substances, in terms of Montreal Protocol to which government of India is a part;
  - (x) except to the extent disclosed to the Bank: (i) all the Borrower's contracts or agreements with, or any commitments to, any Ailiates or group companies (if applicable) are on arms' length basis; (ii) (a) where the Borrower is an individual, he/she is not a director or specified near relation of a director of a banking company; (b) where the Borrower is a partnership firm/HUF, none of the partners or members of the HUF is a director or specified near relation of a director of a banking company; and (c) where the Borrower is a joint stock company, none of its directors, is a director or specified near relation of a director of a banking company; (iii)(a) where the Borrower is an individual, that he/she is not a specified near relation to any senior oicer of the Bank, (b) where the Borrower is a partnership firm/ HUF, noneof the partners or members of the HUF, is a specified near relation of any senior officer of the Bank, and (c) where the Borrower is a joint stock company, none of its directors, is a specified near relation of any senior oicer of the Bank;



- (xi) no director of the Bank is a director, manager, managing agent, employee, or guarantor of the Borrower, or of a subsidiary of the Borrower or of the holding company of the Borrower or holds substantial interest in the Borrower or a subsidiary or the holding company of the Borrower and no directors of any other bank holds substantial interest or is interested as director or as a guarantor of the Borrower.
  - (xii) that neither the Borrower nor any other person benefiting in any capacity in connection with or from this Agreement and/or any instruments and/or payments thereunder is a Specially Designated National (SDN) and/or otherwise sanctioned, under the sanctions promulgated/issued by India and/or any other country from time to time (collectively, the "Sanctions"). This representation will continue to remain valid till the repayment of all amounts under this Terms & conditions and conclusion of the underlying transaction pursuant to the Terms & conditions.
  - (xiii) all consent, authorization, approval or the like, or license or registration required under Law or granted by any competent authority or regulatory body are maintained throughout the currency of the Facility.
- (b) The Borrower will be deemed to have renewed each of these representation and warranties every time it avails the Facility under this Terms & conditions and the same shall survive until the Facility has been repaid in full.

## 9. CONDITIONS PRECEDENT TO DISBURSEMENT

The Bank shall not be obliged to disburse the Facility unless and until, the Borrower shall have complied with the disbursement conditions stipulated in the Sanction Letter or MITC and/or such other conditions as may be stipulated by the Bank from time to time.

## 10. COVENANTS AND UNDERTAKINGS OF THE BORROWER

The Borrower undertakes and covenants with the Bank, so long as the Facility or any part thereof are outstanding, and until the full and final payment of all money owing hereunder as far as applicable to it, it shall:

### (a) Positive Covenants

- (i) Conduct its business in compliance with all Laws.
- (ii) Notify the Bank about (a) event or circumstances which constitutes or results in any declarations, representations, warranty, covenants or condition under the Transaction Documents being or becoming incorrect (b) litigation, arbitration or similar proceedings having a Material Adverse Effect (c) any insolvency/bankruptcy application being filed or threatened (d) action taken or threatened against assets of the Borrower (e) loss suffered due to act of god, within a period of two Business Days upon happening of the event or circumstances.
- (iii) Purchase and maintain appropriate insurance cover over the assets against all possible risks and intimate the Bank from time to time, details of insurance claims filed and amount received by the Borrower.
- (iv) Inform the Bank about any proposed action by the Borrower or action taken by any other person under any insolvency/bankruptcy laws.
- (v) File all relevant tax returns and pay all its taxes/duties promptly when due.
- (vi) Shall comply with such other conditions as may be stipulated by the Bank from time to time on account of requirement of any Law.
- (vii) Ensure all assets that are material to the conduct of its business are in good operating condition, subject to ordinary wear and tear.
- (viii) Ensure that the transactions entered into pursuant to the Transaction Documents do not violate any Sanctions, directly or through persons or entities subject to any Sanctions, which may pertain inter alia, to the purpose and/or end use of the Facility, goods manufactured in or originated from/through certain countries, shipment from/to/using certain countries, ports, vessels, liners and/or due to involvement of certain persons and entities.
- (ix) Indemnify and keep fully indemnified and hold harmless and save the Bank, its employees or agents against any claims, losses, or damages including litigation expenses whatsoever which may be brought, sustained or incurred by the Bank (and whether paid by the Bank or not) in connection with the Bank granting the Facility, without deducting tax and if required to deduction, the same shall be grossed up to the full amount.

### (b) Negative Covenants

The Borrower covenants and undertakes that, so long as the Facility or any part thereof are outstanding, and until full and final payment of all moneys owing hereunder, the Borrower shall not, without the prior written consent of the Bank:

- (i) Contract, create, incur, assume or suffer to exist any indebtedness, except as otherwise permitted under this Terms & conditions or prepay any indebtedness;
- (ii) Create or permit to subsist any encumbrance, mortgage or charge over all or any of the present or future properties, assets or revenues of the Borrower other than the already existing charges in favour of other financial institutions and banks which shall have been disclosed in writing to the Bank;
- (iii) The Borrower is not or will not be entitled to and will not claim immunity for itself from suit, execution or any other legal process in any proceedings in relation of the Application.

### (c) Information Covenants

The Borrower covenants and undertakes that, so long as the Facility or any part thereof is outstanding, and until full and final payment of all moneys owing hereunder, the Borrower shall:

- (i) Deliver to the Bank: (a) copies of all documents issued by the Borrower to all its creditors (or any general



class of them) at the same time as they are issued; (b) such information and records (financial or otherwise) about the Borrower's business, as may be required by the Bank from time to time (c) a certificate from the statutory auditor of the Borrower or independent chartered accountant that the proceeds of the Facility(ies) has been utilized for the Purpose as and when demanded by the Bank; (d) stock and book debt statement at such intervals as may be required by the Bank, from time to time

- (ii) Submit to the Bank the information etc. as envisaged under RBI circular No. DBOD.No.BP.BC.94 /08.12.001/2008-09 dated 8th December 2008, as amended/replaced from time to time.

## 11. RECORDS AND INSPECTION

The Borrower shall keep and maintain in accordance with good business practice and Laws, all statutory books, books of accounts, bank statements / pass books and other records of the Borrower and in particular, maintain records showing the operations and financial conditions of the Borrower and at all times, such records shall be open for inspection by the Bank and/or their authorised representatives and the Borrower shall if so required by the Bank, furnish to the Bank at such intervals as the Bank may request a schedule or copy of all the entries which shall have been made in the said registers. The registers shall clearly indicate which of the assets have been hypothecated / mortgaged / pledged or otherwise charged to the Bank or to any other person/entity.

## 12. EVENTS OF DEFAULT AND CONSEQUENCES THEREOF

(a) **The occurrence of any one or more of the following events, shall constitute an Event of Default under this Terms & conditions:**

- (i) The Borrower fails to pay/repay any monies in respect of the Facility on the Due Dates, whether at stated maturity, by acceleration or otherwise;
- (ii) Breach by the Borrower of any statement, representation, warranty, covenant or confirmation made herein or Borrower's proposal / application or in Transaction Documents or otherwise on the part of the Borrower/third party;
- (iii) The Borrower suspends or ceases to carry on all or a material part of its business;
- (iv) Any other event/material change which may have Material Adverse Effect;
- (v) The Borrower is in breach of any agreement with any person (including the Bank) who has provided loans, deposits, advances, guarantees or other financial facilities to the Borrower;
- (vi) Any steps taken by the Borrower/guarantor/Ailiates under the insolvency or bankruptcy Law;
- (vii) Filing of petitions as against the Borrower / guarantor / Ailiate, as applicable under the Law including bankruptcy or insolvency law or if the Borrower has taken or sufered to be taken any action for its reorganization or if a receiver has been appointed over all or any part of the assets of the Borrower/the guarantor;
- (viii) If any attachment or distress or restraint has been levied on the Borrower's assets/ the guarantor or any order/certificate has been passed for recovery of dues and such order or judgment is not vacated, discharged or stayed for a period of 30 days, and such judgments or orders involve in the aggregate a liability which could have a Material Adverse Effect;
- (ix) Any legal, quasi-legal, administrative, arbitration, mediation, conciliation or other proceedings, claims, actions or governmental investigations of any nature pending against the Borrower or its Ailiates and/or its promoters, directors, partners, proprietor, trustees, and karta (including other HUF members) (as applicable) in management of the Borrower or any of its assets which individually or in the aggregate would, if adversely determined, have a Material Adverse Effect;
- (x) The Borrower is unable or has admitted in writing its inability to pay any of its indebtedness as they mature or when due;
- (xi) Any consent, authorization, approval or the like, or license of or registration with or declaration to government or statutory or regulatory authority granted to or made by the Borrower is revoked or terminated and is not in full force and effect;
- (xii) The Borrower (if an individual) or any of the partners of the Borrower (if a firm) being adjudicated insolvent or taking advantage of Law for the relief of insolvent debtors;
- (xiii) The death, lunacy or other disability of the Borrower in case of the Borrower being an individual or death, lunacy or other disability of any of the partners in case if the Borrower is a partnership firm.

(b) **Upon occurrence of an Event of Default, the Bank shall be entitled, by a notice, to:**

- (i) declare the Facility, together with accrued interest and other monies, to be immediately due and payable and upon such declaration, the same shall become immediately payable by the Borrower;
- (ii) declare that all undisbursed portion of the Facility shall stand cancelled, whereupon the same shall be cancelled;
- (iii) exercise any or all rights and recourses available under the Terms & conditions and any Transaction Borrower but not devolved;
- (iv) demand that the Borrower to furnish unencumbered collateral (to the satisfaction of the Bank) as a security for the Facility;
- (v) exercise all other remedies as available under the Law.
- (vi) to communicate in any manner, it may deem fit, to or with any person or persons including guarantors, person giving reference to loan, with a view to procure assistance of such person or persons in recovering the defaulted amounts including but not limited to visiting the property and/or any place of work of the Borrower

### 13. DISCLOSURE

- (a) The Borrower agrees that in addition to any other rights enjoyed by the Bank, in the event of the Borrower committing any default, the Bank shall be entitled to disclose to the RBI or any other statutory or regulatory authority or to any other third person, the name/identity of the Borrower and/or its directors/partners/trustees and the default committed. In case of default in payment of any of the indebtedness to the Bank, the Bank or the RBI will have an unqualified right to disclose or publish the name of the Borrower and/or its directors/partners/trustees as defaulters (including as wilful defaulters) in such manner and through such medium as the Bank and/or the RBI in their absolute discretion may deem fit. The Borrower further agrees that the Bank may, as it deems appropriate and necessary disclose and furnish to TransUnion CIBIL Limited (formerly known as Credit Information Bureau (India) Limited) ("CIBIL") and any other agency authorized in this behalf by RBI all or any of the following:
- (i) information and data relating to the Borrower;
  - (ii) the information or data relating to the Facility availed of/to be availed, by the Borrower; and
  - (iii) the information and details of the default, if any, committed by the Borrower, in discharge of the indebtedness.
- (b) The Borrower agrees and undertakes that:
- (i) 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; and
  - (ii) CIBIL and any other agency so authorized may furnish for consideration, the processed information and data or products thereof obtained by them, to banks/ financial institutions and other credit grantors or registered users, as may be specified by the RBI in this behalf.
- (c) The Bank may at the risk and cost of the Borrower engage one or more person(s) to verify any facts or information furnished by, concerning or pertaining to the Borrower and/or in relation to this Terms & conditions and/or to collect the indebtedness and may furnish to such person(s) documents, information, facts and figures as the Bank thinks fit and may delegate to such person(s) the right and authority to perform and execute all acts, deeds, matters and things connected therewith or incidental thereto as the Bank may think fit. The Bank shall be entitled to carry inspections at such intervals, as it may deem fit.
- (d) The Borrower hereby agrees and confirms that the Bank will have the right to disclose and share any information pertaining to the Borrower including, but not limited to, credit facility/ies, constitution, net worth, shareholding of the Borrower with (i) any other bank(s)/financial institution(s) in the form and manner prescribed by the RBI; (ii) any agent, contractor, third party service provider or professional adviser (wherever situate) of the Bank; (iii) any person to (or through) whom the Bank assigns or transfers or novates (or may potentially assign or transfer or novate) all or any of its rights or obligations under this Terms & conditions or Transaction Documents; (iv) any person to whom the Bank is required to make disclosure under the requirements of Law, regulation, guidelines (whether SEBI, RBI etc.) or practice.

### 14. WAIVER

No delay in exercising or omission to exercise any right, power or remedy accruing to the Bank upon any default or otherwise under this Terms & conditions or the other Transaction Documents shall impair any such right, power or remedy or shall be construed to be a waiver thereof or any acquiescence in such default, nor shall the action or inaction of the Bank in respect of any default or any acquiescence by it in any default, affect or impair any right, power or remedy of the Bank in respect of any other default. The rights of the Bank under this Terms & conditions and the other Transaction Documents may be exercised as often as necessary, are cumulative and not exclusive of their rights under the Law and may be waived only in writing and specifically and at the Bank's sole discretion.

### 15. MISCELLANEOUS

- (a) All notices, requests, demands, waivers or other communications under or in connection with this Terms & conditions shall be given in writing. Any such notice or other communication will be deemed to have been duly given and being received if: (a) if by personal delivery on the day after such delivery, (b) if by registered mail, on the third Business Day after the mailing thereof, (c) if by next-day or overnight mail/courier or delivery, on the day delivered, (d) if sent by email/facsimile, when sent (on receipt of a confirmation to the correct facsimile number). Provided, however, that no notice or communication to the Bank shall be effective unless actually received by the Bank. Notices or communication may be made to: (i) the Borrower's address or facsimile number or e-mail id, and (ii) the Bank's address or facsimile number specified in Schedule I hereof, or to such other address or facsimile number as may be designated by the Borrower and the Bank in writing to each other.
- (b) The entries made in the accounts / account books / records of the Bank maintained in accordance with its usual practice and in compliance with the statutory requirements and/or a statement signed by a designated officer of the Bank, shall be final and binding on the Borrower. Such entries and/or statement shall be prima-facie and conclusive evidence of the existence and amount of obligations of the Borrower as therein recorded in respect of the Facility.
- (c) The Borrower shall not assign or transfer or novate all or any of its rights, benefits or obligations under this Terms & conditions and the other Transaction Documents without the approval of the Bank. The Bank may, at any time, sell, assign or transfer or novate all or any of its rights, benefits and obligations under this Terms & conditions and the other Transaction Documents to any person(s) of the Bank's choice in whole or in part and in such manner and on such terms as the Bank may decide without any reference to the Borrower. In case the Bank assigns a part of a disbursed Facility to any person without the consent of the Borrower, such disbursed portion which has been assigned would constitute a separate and distinct loan and the Borrower shall not raise any objection or defense under Law, including any objection in terms of Order 2 Rule 2 of Code of Civil Procedure, 1908 or otherwise. The

Borrower shall, unless otherwise notified by the Bank, continue to make all payments under this Terms & conditions to the Bank and all such payments when made to the Bank shall constitute a full discharge to the Borrower from all its liabilities in respect of such payments.

- (d) Without prejudice to the aforesaid provision, the Bank may (at its sole discretion), without notice to the Borrower, share the credit risk of the whole or a part of the Facility with any other person by way of participation. Notwithstanding such participation, all rights, title, interests, special status and other benefits and privileges enjoyed or conferred upon or held by the Bank under this Terms & conditions and the other Transaction Documents shall remain valid, effective and enforceable by the Bank on the same terms and conditions and the Borrower shall continue to discharge in full all its obligations under this Terms & conditions and the other Transaction Documents to the Bank. The Borrower shall not have and shall not claim any privity of contract with such person on account of any reason whatsoever. Any such sale, assignment or transfer shall conclusively bind the Borrower.
- (e) The Bank shall have all the rights of banker's lien and set-off available to it under Law on all securities, documents, title deeds of properties etc. of the Borrower, whether held directly (or have beneficial interest), singly or jointly for all monies which may now or hereafter be payable by the Borrower to the Bank for any reason whatsoever. The Bank may at any time combine or consolidate all or any of the accounts held in the Borrower's name or any other account of which the Borrower is the (sole) beneficial owner irrespective of the title or currency of the account.
- (f) Any provision of this Terms & conditions or any other Transaction Document which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of prohibition or unenforceability but that shall not invalidate the remaining provisions of this Terms & conditions or any other Transaction Document or affect such provision in any other jurisdiction.
- (g) The Borrower hereby agrees and confirms that in case any other person providing any financial assistance to the Borrower imposes any conditions not included herein, or in case any of the terms offered by the Borrower to such person is more favorable to such person than the terms stipulated by, or offered to, the Bank, the Borrower shall promptly inform the Bank of such terms or conditions and such of those terms and conditions as may be considered necessary by the Bank, in its discretion, shall apply to the Facility as if the Borrower had specifically agreed to such terms and conditions, which terms and conditions shall be deemed to have been expressly incorporated herein.
- (h) This Terms & conditions shall become binding on the Borrower and the Bank on and from the date as specified in Schedule I hereof. It shall be in force till all the monies due and payable under this Terms & conditions and the other Transaction Documents are fully paid of by the Borrower to the Bank.
- (i) The Borrower agrees that the Bank may be required to disclose Borrower personal and financial information to the statutory authorities in connection with any legal process that may be initiated by such authorities in accordance with applicable laws.
- (a) The Bank discourages the Borrower from sending or posting to the Bank's web site any information that the Borrower considers to be confidential or proprietary. Please note that if the Borrower do send or post any such information or material, the Bank will assume that it is not confidential. By sending or posting any information or material, the Borrower grant the Bank an unrestricted, irrevocable license to use, reproduce, display, perform, modify, transmit and distribute those materials or information, and the Borrower agrees that the Bank is free to use any ideas, concepts, know-how or techniques that the Borrower sends or post for any purpose on this web site.
- (b) The Borrower agrees that the Bank may also share Borrower information to provide Borrowers with superior services and a range of offers. The Bank may use this information to advise Borrowers about products, services and other marketing materials, which the Bank think may be of interest to Borrowers. The Bank further reserves the right to disclose the information to any third party if the disclosure of the same is for getting any additional service, products which may be beneficial to the Borrower, as per the sole assessment and discretion of The Bank.
- (c) The Bank will limit the collection and use of Borrower information only on a need-to-know basis to deliver better service to the Borrowers. The Bank may use and share the information provided by the Borrowers with its Ailiates and third parties for providing services and any service-related activities such as collecting subscription fees for such services, and notifying or contacting the Borrowers regarding any problem with, or the expiration of, such services. In this regard, it may be necessary to disclose the Borrower information to one or more agents and contractors of the Bank and their sub-contractors, but such agents, contractors, and sub-contractors will be required to agree to use the information obtained from the Bank only for the said purposes. The Borrower authorises the Bank to exchange, share, part with all information related to the details and transaction history of the Borrower to its Ailiates/ banks/ financial institutions/ credit bureaus/ agencies/ participation in any telecommunication or electronic clearing network as may be required by law, customary practice, credit reporting, statistical analysis and credit scoring, verification or risk management or any of the aforesaid purposes and shall not hold The Bank liable for use or disclosure of this information. The Bank values relationship with Borrower and will at all times strive to ensure Borrower's privacy.
- (d) The Bank may disclose Borrower's personal and financial information to the statutory authorities in connection with any legal process that may be initiated by such authorities in accordance with applicable laws. Bank may also share Borrowers information to provide superior services and may also use Borrowers information to advice about products, services and other marketing materials, which Bank may think of been of customers' interest. Bank shall further reserve the right to disclose the information to any third party if the disclosure of the same is for getting any additional service, products which may be beneficial to the Borrowers.
- (e) The Bank may use and share the information provided by the Borrower with its Ailiates and third parties for providing services and any service-related activities such as collecting subscription fees, notifying or contacting Borrowers regarding any problem with, or the expiration of any services etc. In this regard, it may be necessary to disclose Borrowers information to one or more agents and contractors of Bank and their sub-contractors, but such agents, contractors, and sub-contractors will be required to agree to use the

information obtained from Bank only for these purposes. Borrowers authorizes Bank to exchange, share, part with all information related to the details and transaction history of the Borrower to its Ailiates/ banks/ financial institutions/ credit information/ agencies/ participation in any telecommunication or electronic clearing network as may be required by law, customary practice, credit reporting, statistical analysis and credit scoring, verification or risk management or any of the aforesaid purposes and shall not hold Bank liable for use or disclosure of this information

- (f) The Bank discourages the Borrower from sending or posting to the Bank's web site any information that the Borrower considers to be confidential or proprietary. Please note that if the Borrower do send or post any such information or material, the Bank will assume that it is not confidential. By sending or posting any information or material, the Borrower grant the Bank an unrestricted, irrevocable license to use, reproduce, display, perform, modify, transmit and distribute those materials or information, and the Borrower agrees that the Bank is free to use any ideas, concepts, know-how or techniques that the Borrower sends or post for any purpose on this web site.
- (g) The Borrower agrees that the Bank may be required to disclose Borrower personal and financial information to the statutory authorities in connection with any legal process that may be initiated by such authorities in accordance with applicable laws.
- (h) The Borrower agrees that the Bank may also share Borrower information to provide Borrowers with superior services and a range of ofers. The Bank may use this information to advise Borrowers about products, services and other marketing materials, which the Bank think may be of interest to Borrowers. The Bank further reserves the right to disclose the information to any third party if the disclosure of the same is for getting any additional service, products which may be beneficial to the Borrower, as per the sole assessment and discretion of The Bank.
- (i) The Bank will limit the collection and use of Borrower information only on a need-to-know basis to deliver better service to the Borrowers. The Bank may use and share the information provided by the Borrowers with its Ailiates and third parties for providing services and any service-related activities such as collecting subscription fees for such services, and notifying or contacting the Borrowers regarding any problem with, or the expiration of, such services. In this regard, it may be necessary to disclose the Borrower information to one or more agents and contractors of the Bank and their sub-contractors, but such agents, contractors, and sub-contractors will be required to agree to use the information obtained from the Bank only for the said purposes. The Borrower authorises the Bank to exchange, share, part with all information related to the details and transaction history of the Borrower to its Ailiates/ banks/ financial institutions/ credit bureaus/ agencies/ participation in any telecommunication or electronic clearing network as may be required by law, customary practice, credit reporting, statistical analysis and credit scoring, verification or risk management or any of the aforesaid purposes and shall not hold The Bank liable for use or disclosure of this information. The Bank values relationship with Borrower and will at all times strive to ensure Borrower's privacy.
- (j) The Borrower shall be liable to perform or fulfil its obligations at all point of time and shall not delay/postpone performance, its obligations in whole or in part, even on the ground of any force majeure event such as acts of God, floods, cyclones, earthquakes, fires, wars, riots, strikes, orders of governmental or other statutory authorities.

## 16. JURISDICTION

Subject to the provisions of the Recovery of Debts Due to Banks and Financial Institutions Act, 1993, the Courts/Tribunals in the city where the branch of the Bank is situated shall have exclusive jurisdiction in relation to this Terms & conditions and all matters arising in connection herewith.

Provided that nothing contained in this Section, shall limit the right of the Bank to take proceedings in any other Court or Tribunal of competent jurisdiction, nor shall the taking of proceedings in one or more jurisdictions preclude the taking of proceedings in any other jurisdiction, whether concurrently or not and the Borrower irrevocably submits to and accepts for themselves and in respect of their property, generally and unconditionally, the jurisdiction of such court or tribunal, and the Borrower irrevocably waives any objection it may have now or in the future to the laying of the venue of any proceedings and any claim that any such proceedings have been brought in an inconvenient forum.

I hereby declare that I have received and I hereby agree to the Standard Terms & Conditions governing IDFC FIRST Bank's Overdraft

Facility against Salary set out herein:

Name of the Borrower : \_\_\_\_\_

Signature of the Borrower : \_\_\_\_\_

Date

D	D	M	M	Y	Y	Y	Y