

**TERMS AND CONDITIONS – FOR LOAN/OD FACILITY
AGAINST 100% FD/RD**

1. These terms and conditions (the "Terms") apply to and regulate the provision of the Facilities (as defined in the Application) granted / extended by ICI Bank Limited ("the Bank") to its customers (the "Borrower"), against fixed deposit(s) / recurring deposit (the "Term Deposits") referred to in the Application (as defined hereinbelow) as also any future deposit(s) placed by the Depositors with the Bank. Reference to "transaction documents" or "Transaction Documents" in the Terms shall mean the Application, the Terms, and all other agreements, instruments, undertakings, writings and documents in relation, or pertaining, to the Facilities. Reference to "relevant person" includes the Depositors (as defined in the Application). All capitalized terms used herein but not defined shall have the respective meanings assigned to them in the Application. .

2. The Borrower shall apply to the Bank in the prescribed form of application letter (the "Application") for the Facilities. The Bank shall be entitled, at its sole discretion, to accept or reject such Application as may be submitted by the Borrower.

3. The Borrower shall be deemed to have unconditionally agreed to and accepted the Terms and made representations by signing the Application. The Terms will be in addition to and not in derogation of the terms and conditions specified in the Application and the other transaction documents.

4(i) The Borrower shall, unless otherwise agreed to by the Bank, repay / pay the Facilities, all interest, costs, charges, expenses and monies whatsoever stipulated in, or payable in respect of the Facilities in accordance with the terms specified in the Application, the Terms and the transaction documents.

(ii) The Facilities shall not, at any one time, exceed the limits specified in the Application.

(iii) The Bank may, on such terms and conditions as the Bank may deem fit, agree to the Borrower's request for enhancement or decrease in the aforesaid limits.

(iv) The Bank may at the specific request of the Borrower and at its own discretion, allow drawals beyond the aforesaid limits for such period as may be permitted by the Bank. Provided, further, the grant of such excess drawings to the Borrower shall be liable to be suspended / discontinued / revoked by the Bank 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 Default Interest Rate as defined in the Application. All the provisions of the transaction documents will extend to cover such excess drawings.

(v) The Borrower shall be entitled to avail of / seek drawals under the Facilities provided the Borrower complies with the Terms and the other transaction documents and there being no subsisting Event of Default.

5. The Facilities may be drawn out of the Account from time to time / disbursed in instalments. The Bank may, at the request of the Borrower, make / allow disbursements / drawals under the Facilities by cheques / pay orders / authorisations.

(ii) The aforesaid drawals shall be utilised by the Borrower exclusively for the Purpose.

(iii) In the event any monies are remaining due and payable by the Borrower to the Bank, whether under the Transaction Documents or otherwise, the Bank may, at its sole discretion, reduce the availability of the amounts of the limits of the Facilities and / or adjust such monies against the respective available limits and all such adjustments shall be treated as drawals by the Borrower.

6 (i) The Borrower shall pay to the Bank interest and all other

charges on the amounts outstanding from time to time under the Facilities, at the rate(s), on the date(s) and in the manner specified in the Application or at such other rate(s) as may be decided by the Bank from time to time, at its sole discretion. The Borrower acknowledges and confirms that notice, if any, provided by the Bank, as specified in the Terms or in any other manner whatsoever, of any changes in rate(s) mentioned above or any notice from the Bank for payment of amounts at the changed rate(s), shall be treated by the Borrower as sufficient and reasonable notice to the Borrower and the Bank is not bound to issue any further notice of such changes to the Borrower.

(ii) The Borrower acknowledges and agrees that the Default Interest Rate specified in the Application is reasonable and that it represents 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.

(iii) Interest on the outstanding amounts under the Facilities / other charges when debited to the relevant OD Account by the Bank, shall be calculated on the daily debit balance of such Account.

(iv) The interest payable by the Borrower shall be subject to the changes based on guidelines / directive issued by Reserve Bank of India ("RBI") to banks from time to time. The Bank is obliged to give effect to any revision of interest rates, whether upwards or downwards, on all existing advances / financial assistances as per the RBI guidelines / directive.

7. Interest and all other charges shall accrue from day to day and shall be computed on the basis of 365 days a year and the actual number of days elapsed. If the Due Date in respect of any amounts payable under the Facilities 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. "Business Day" for the purposes of the transaction documents, means a day on which the relevant office of the Bank or such other office as may be notified by the Bank to the Borrower, is open for normal banking transactions.

8. The Borrower shall bear all interest tax, service tax, all other imposts, duties (including stamp duty and relevant registration and filing charges, if any, in connection with the Facilities) and taxes (of any description whatsoever) as may be levied from time to time by the Government or other authority in respect of or in connection with the Facilities and / or the transaction documents. The Borrower shall also pay all costs, charges, fees, expenses in any way incurred by the Bank, and such stamp duty, other duties, taxes, charges and penalties if and when the Borrower is required to pay according to the laws for the time being in force. In the event of the Borrower failing to pay the monies referred to above, 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.

9. All payments by the Borrower in connection with the Facilities shall be made free and clear of and without any deduction, except to the extent that the Borrower is required by law to make payment subject to any tax deduction at source under the applicable law. Provided that, all taxes required by law to be deducted by the Borrower from any amounts paid or payable under the transaction documents including but not limited to interest, commission, discount, service and other charges, any fees, shall be paid by the Borrower; and the Borrower shall, within the statutory time frame prescribed under the law or 20 days of the payment being made, whichever is earlier, deliver to the Bank satisfactory evidence in accordance with the prevailing tax laws as may be amended from time to time, that the tax has been deducted at source and duly remitted to the appropriate authority.

10. 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 Facilities within 7 Business Days from the date of notice of demand from the Bank. All such sums shall carry interest from the date of payment till such reimbursement at the rate specified in Clause 4(iv) of the Terms and, together with the aforesaid interest, may be debited to the relevant bank account specified in the Application held by the Borrower with the Bank at the branch / office specified in the Application.

11. Notwithstanding any of the provisions of the Indian Contract Act, 1872 or any other applicable law, or any terms and conditions to the contrary contained herein and/or the other transaction documents, the Bank may, at its absolute discretion, appropriate any payments made by the Borrower in respect of the Facilities / any amounts realised by the Bank by liquidating the Term Deposits, towards the dues payable by the Borrower to the Bank under any other agreements, and in any manner whatsoever.

12. Unless otherwise stipulated in the transaction documents, all monies payable by the Borrower to the Bank shall be paid into the account through which the Borrower was allowed the operation of the Facilities or to such other account(s) as the Bank may notify to the Borrower or by cash, telegraphic, telex or mail transfer or by cheque / bank draft drawn in favour of the Bank on a scheduled bank and shall be so paid as to enable the Bank to realise, at par, the amount on or before the relative Due Date. Credit for all payments by cheque / bank draft will be given only on realisation or on the relative Due Date, whichever is later.

13. The Facilities may be, at the sole discretion of the Bank, adjusted out of the maturity value of the Term Deposits on the respective maturity date(s). The Term Deposits shall be renewed by the Depositor(s) for such further period(s) as may be deemed necessary / fit by the Bank at such interest rates as may be payable as per the rules of the Bank. The Depositors shall not close the Term Deposits / withdraw the amounts of the Term Deposits during the subsistence of the Facilities. The Bank shall have a lien on the amounts of the Term Deposits as also any further deposits placed by the Depositors with the Bank irrespective of any other lien or charge, present or future. The Bank shall be entitled to set off amounts of all such Term Deposits towards the amounts in respect of the Facilities payable by the Borrower to the Bank and in the event of any shortfall, the Borrower shall pay / repay the same to the Bank without any further act, deed or thing required to be done by the Bank.

14. The Depositors shall not transfer or encumber the Term Deposits in any manner whatsoever. The Bank shall not recognize any lien / encumbrance in favour of any other person unless the Bank has accorded its prior written consent for such lien and has also recorded the same in its records.

15. The Bank has no obligation to pay the amount under the Term Deposits to the Depositors till such time all the amounts in respect of the Facility are paid in full to Bank by the Borrower to the satisfaction of the Bank.

16. The Bank has the authority to (without affecting the Bank's general and legal rights of set off), at its sole discretion:

- (a) credit the periodical interest payable on the Term Deposits by the Bank to the relevant account referred to in the Application;
- (b) appropriate the Term Deposits towards repayment / payment of all amounts in respect of the Facilities;
- (c) effect premature payment of the Term Deposits at the rate of interest payable as per the rules of the Bank and adjust / set off the proceeds towards dues under the Facilities, upon occurrence of any Event of Default;
- (d) renew the Term Deposits for such period and on such terms as may be decided by the Bank and to treat the renewed deposit receipt/s / pass book / Deposit Receipt

Advices ("DRAs") / Deposit Confirmation Advices ("DCAs"), if any, as discharged and delivered by the Borrower/Depositor to the Bank .

The confirmations and authority stated above shall be operative for the balance due from time to time by the Borrower to the Bank under the Facilities irrespective of the Facilities being brought to credit at any time or from time to time or of its being drawn upon to the full extent and afterwards brought to credit, and shall continue unaffected until the Facilities is / are terminated and all monies due thereunder are repaid in full to the satisfaction of the Bank.

17. The occurrence of any one or more of the following events shall constitute an event of default ("Event of Default"):

(i) Default has occurred in the payment of any monies in respect of the Facilities on the Due Dates (whether at stated maturity, by acceleration or otherwise) for payment thereof or otherwise and/or in the performance of any covenant, condition or agreement on the part of the Borrower and/or any other relevant person under the Application, the Terms and the transaction documents;

(ii) The Borrower and/or any other relevant person have, or there is a reasonable apprehension that the Borrower and/or any other relevant person have, voluntarily or involuntarily become the subject of proceedings under any bankruptcy or insolvency law, or are voluntarily or involuntarily dissolved, becomes bankrupt or insolvent or if the Borrower and/or any other relevant person have taken or suffered to be taken any action for its / their reorganisation, liquidation or dissolution or insolvency or bankruptcy or if a receiver or liquidator has been appointed or allowed to be appointed of all or any part of the assets of the Borrower and/or any other relevant person, or if an attachment or distraint has been levied on the assets of the Borrower and/or any other relevant person, or certificate proceedings have been taken or commenced for recovery of any dues from the Borrower and/or any other relevant person, or if one or more judgements or decrees have been rendered or entered against the Borrower and/or any other relevant person.

(iii)(a) It is or becomes unlawful for the Borrower and/or any other relevant person (including the Bank) to perform any of their respective obligations under the transaction documents; (b) The Borrower and/or any other relevant person (excluding the Bank) fail or is / are unable to perform any of their respective obligations under any other agreement / document.

On the happening of any Event of Default, the Bank shall, without prejudice to all its rights and remedies available under the transaction documents and/or applicable laws, be entitled to call upon the Borrower to make payment of all monies in respect of the Facilities and/or terminate the Facilities or suspend /cancel the Facilities or reduce the availability of the amounts of the Facilities and / or adjust such monies against the limits and all such adjustments shall be treated as drawals by the Borrower.

All expenses incurred by the Bank, whether before or after an Event of Default, has occurred including in connection with : (a) preservation and / or protection of, or enforcement action against the Borrower or other relevant person, and (b) collection of amounts under the Facilities, shall be payable by the Borrower.

18. 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 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 the Borrower's obligations as therein recorded in respect of the Facilities.

19.(a) (i) The Bank shall, as it may deem appropriate and necessary, be entitled to disclose all or any : (a) information

and data relating to the Borrower and/or relevant person; (b) information or data relating to the Facilities or any other credit facility(ies) availed / to be availed by the Borrower and/or relevant person from the Bank; (c) obligations assumed / to be assumed by the Borrower in relation to the Facilities; (d) default, if any, committed by the Borrower in discharge of the aforesaid obligations, to any agency/credit bureau (the "Agency") authorised in this behalf by RBI;

(ii) The Agency so authorised may use, process the aforesaid information and data disclosed by the Bank in the manner as deemed fit by them;

(iii) The Agency so authorised may furnish for consideration, the processed 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 RBI in this behalf;

(iv) The information and data furnished by the Borrower to the Bank from time to time shall be true and correct.

(b) In case the Borrower commits a default in payment or repayment of any amounts in respect of the Facilities, the Bank and/or RBI will have an unqualified right to disclose or publish the details of the default and the Borrower's name, its directors/ partners/member/trustee, as the case may be, as defaulters, in such manner and through such medium as the Bank or RBI in their absolute discretion may think fit.

(c) None of the Borrower's director / partner / member / trustee, as the case may be, has been declared to be a wilful defaulter. In the event such person is found to be a defaulter the Borrower shall take predictions and effective steps for removal of such person.

(d)(i) The Borrower shall not assign or transfer all or any of its rights, benefits and obligations under transaction documents. ICICI Bank may assign its rights and obligations under the transaction documents to any party or its affiliates without the prior permission of the Borrower/Depositor. Notwithstanding any such assignment or transfer, the Borrower shall, unless otherwise notified by the Bank, continue to make all payments under the Facilities 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; (ii) Without prejudice to the aforesaid provision, the Bank may (at its sole discretion), without notice to the Borrower and/or any other relevant person, share the credit risk of the whole or a part of the Facilities 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 the transaction documents shall remain valid, effective and enforceable by the Bank on the same terms and conditions and the Borrower and/or all relevant persons shall continue to discharge in full all its / their obligations under the 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.

(e) Subject to Clause 19(d) hereof, the transaction documents shall be binding upon and enure to the benefit of each party hereto and its respective successors and assigns, heirs, executors, administrators, legal representatives, as the case may be.

(f) The Application is true and accurate in all material respects, is not misleading and does not omit any material fact, the omission of which would make any fact or statement therein misleading and the other representations and warranties in the Application shall be deemed to form part of the representations and warranties herein made.

(g) All acts, conditions and things required to be done, fulfilled or performed, and all authorisations required or essential for the entry and delivery of the transaction documents or for the performance of the Borrower's obligations in terms of and under the transaction documents have been done, fulfilled, obtained, effected and performed and are in full force and effect and no such authorisation has been, or is threatened to be, revoked or cancelled.

(h) The Borrower has the power to avail of the Facilities from the Bank and the total borrowings (including the Facilities) are within the prescribed limits, if any.

(i) The transaction documents have been duly and validly executed by the Borrower or on behalf of the Borrower and each transaction document constitutes or when executed in accordance with its terms will constitute, legal, valid and binding obligations of the Borrower enforceable in accordance with their respective terms.

(i) The entry into, delivery and performance by the Borrower of, and the transactions contemplated by, the other Transaction Documents do not and will not conflict: (a) with any law; (b) with the constitutional documents, if any, of the Borrower; or (c) with any document which is binding upon the Borrower or on any of its assets.

(k) Except to the extent disclosed to the Bank, no litigation, arbitration, administrative or other proceedings are pending or threatened against the Borrower or its assets, which, if adversely determined, might have a material adverse effect.

(l) Except to the extent disclosed to the Bank : (a) all the Borrower's contracts or agreements with, or any commitments to, any affiliates or group companies (if applicable) are on arms' length basis; (b) no director or a relative/near relation (as specified by RBI) of a director of a banking company (including the 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 the Borrower, or a trustee, member, director, manager, employee of the Borrower, or of a subsidiary of the Borrower, or of the holding company of the Borrower, or a guarantor on behalf of/for/to the Borrower, or holds substantial interest, in the Borrower or a subsidiary or the holding company of the Borrower.

(m) Except to the extent disclosed to the Bank, the Borrower has not taken any action and no other steps have been taken or legal proceedings started by or against it in any court of law / other authorities for its insolvency, bankruptcy, winding up, dissolution, administration or re-organisation or for the appointment of a receiver, administrator, administrative receiver, trustee or similar officer of the Borrower or of any or all of its assets.

(n) That there are no pending disputes / proceedings relating to income tax dues as on date.

(o) The Borrower shall comply with such other conditions as may be stipulated by the Bank from time to time on account of requirement of any applicable law.

20. The transaction documents shall be governed by the laws of India. Any legal action or proceedings arising out of the transaction documents shall be brought in the courts or tribunals at Mumbai in India and the Borrower and the relevant person irrevocably submit themselves to the jurisdiction of such courts and tribunals. The Bank may, however, in its absolute discretion, commence any legal action or proceedings arising out of the transaction documents in any other court, tribunal or other appropriate forum, and the Borrower and the relevant person shall be deemed to have accorded their consent to that jurisdiction. Any provision of the transaction documents which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of prohibition or unenforceability but shall not invalidate the remaining provisions of the transaction documents or affect such provision in any other jurisdiction.

21. The Bank has the absolute discretion to amend or supplement any of the terms and conditions at any time and will endeavour to give prior notice of fifteen days by email or put up on the website as the case may be for such changes wherever feasible and such amended terms and conditions will thereupon apply to and be binding on the Borrower.

The Bank reserves the right to change, at any time, the Terms including, without limitation to, changes which affect existing balances, interest charges or rates and methods of calculation. The Borrower shall be liable for all charges incurred and all other obligations under such revised terms and conditions until the Facilities are repaid in full.

22. The Bank may give notice under these terms and conditions electronically to the mailbox of the Borrower (which will be regarded as being in the writing) or in writing by delivering them by hand or by sending them by post to the last address given by the Borrower. In addition, the Bank may also publish notice of general nature, which are applicable to all borrowers of similar credit facilities on its website. Such notice will be deemed to have been served individually to the Borrower and all relevant persons. In case the Borrower wants to give notice to the Bank then it should be given in writing and send the notice by post to its operations office at 3rd Floor, South Tower, ICICI Bank Towers, Bandra Kurla Complex, Bandra, Mumbai 400 051.

ICICI Bank Limited :

Registered Office :-

Landmark

Race Course Circle

Vadodara 390 007

Corporate Office :-

ICICI Bank Towers

Bandra Kurla Complex

Bandra

Mumbai 400 051

Disclaimer:

"ICICI Bank may, at its sole discretion, utilize the services of external service provider/s or agent/s and on such terms as required or necessary, in relation to its products/services."