STANDARD TERMS AND CONDITIONS APPLICABLE TO ICICI BANK LIMITED’S DREAM EDUCATION PLAN

These Terms and Conditions apply to and regulate the provisions of Dream Education Plan Deposit product offered by ICICI Bank Limited.

DEFINITIONS

• “Dream Education Plan Deposit Account” or “Account” means the account opened in the name of the Depositor/s and maintained with ICICI Bank in connection with the Deposits.
• “Account Opening Form” or “AOF” means the relationship form for Dream Education Plan Deposit Account.
• “Bank Account” shall mean the Young Star Account held by the Depositor with ICICI Bank bearing account number as indicated in the AOF by the Depositor.
• “Depositor” means the minor holding an Account with ICICI Bank. However for operational purposes it shall imply the Guardian/Parent whichever applicable, till the Depositor attains majority.
• “Dream Education Plan” is available for resident Indians only.
• “Deposit” means the cumulative amount accumulated in the Account by monthly payment of the Installment by the Depositor, including the interest accrued thereon.
• “Equal Periodic Payment” shall mean equal portions of the accumulated Deposit payable to the Depositor by ICICI Bank at quarterly/annual intervals (as indicated by the Depositor in the AOF) during the remnant period of the Tenure.
• “Guardian/Parent” shall mean the natural/court appointed guardian of the Depositor appointed under the applicable laws.
• “ICICI Bank” means ICICI Bank Limited, its successors and assigns.
• “ICICI Bank 24-Hour Customer Care Center” refers to ICICI Bank - Phone Banking Service provided by ICICI Bank, which shall be available to all Depositor/s. All
Depositor/s availing of the ICICI Bank 24-Hour Customer Care Center shall be bound by the Terms and Conditions stipulated by ICICI Bank in this regard.

• “Investment phase” means the period chosen by the Depositor for which monthly deposit of the Installment shall be made by such Depositor which shall commence from the date of making of the first Installment and subsist till such period as indicated by the Depositor in the AOF. The Investment Phase shall however be for a minimum of 3 years from the date of deposit of first Installment and further in multiples of three months thereafter.

• “Payout Phase” shall mean such period commencing from the end of the Investment Phase, which shall subsist till such period as indicated by the Depositor in the AOF till the end of the Tenure, during which the Depositor shall be entitled to the Equal Periodic Payments. The Payout Phase shall be for a minimum of 12 months from the date of completion of the Investment Phase and further in multiples of one month thereafter.

• “Maturity Date” means the date falling on completion of the Tenure.

• “Installment” means the amount specified as installment in the AOF, which shall be deposited recurrently by the Depositor into the Account during the Investment Phase.

• “RBI” means Reserve Bank of India established under the Reserve Bank of India Act, 1948.

• “Standing Instruction/s” means any instruction given by a Depositor, either directly or indirectly, to ICICI Bank through any mode acceptable to ICICI Bank to transfer the Installment from any current / savings account of the Depositor with ICICI Bank to the Account.

• “Services” means the services provided by ICICI Bank in connection with the Account and more particularly described in these Terms.

• “Statement/s” shall mean the communication sent at a quarterly basis to the Depositor stating inter alia the value of the Deposit on Maturity date, the value of the Deposit as on date of the communication and the rate of interest payable by the Bank on the Deposit.
“Tenure” means the period consisting of the Investment Phase and the Payout Phase. The Tenure once specified by the Depositor cannot be changed. The Tenure shall at no point of time exceed a period of 120 months.

“Website” refers to the website owned, established and maintained by ICICI Bank at the URL www.icicibank.com.

INTERPRETATION

1. (i) All references to singular include plural and vice versa and the word "includes" should be construed as "without limitation".
2. (ii) Words importing any gender include the other gender.
3. (iii) Reference to any statute, ordinance or other law includes all regulations and other instruments and all consolidations, amendments, re-enactments or replacements for the time being in force.
4. (iv) All headings, bold typing and italics (if any) have been inserted for convenience of reference only and do not define limit or affect the meaning or interpretation of these Terms.

DATE OF Dream Education Plan-DEPOSIT
The effective date of each Installment shall be the date on which the amounts of deposit placed are realized by / credited to ICICI Bank.

MINIMUM INSTALLMENT AMOUNT

The minimum core Installment to be deposited by the Depositor shall be Rs. 500, which can be increased in multiples of Rs. 100. The Depositor shall, at the time of opening the Account, stipulate the Installment and the total number of installments to be payable. The Installment and the number of installments cannot be altered subsequently.

PAYMENT OF INSTALLMENT
All deposits into the Account should be by way of cash/ local cheque/ Standing Instructions from the Depositor. Installment for any calendar month must be paid on or before the last working day of that particular calendar month. The funds deposited on a date following the non-payment of the Installment for the previous month(s), shall first be appropriated towards such un-paid Installment of the previous month.

In case of delay in payment of any Installment, the Depositor shall be liable to pay interest at the rate of Rs.12 per Rs.1000 or part thereof or such other rate as may be specified by ICICI Bank from time to time for the period of delay. Fraction of a month will be treated as full month for the purpose of calculating such interest for the period of delay. The total interest so chargeable to the Depositor shall be recovered from the total amount of interest payable by ICICI Bank at the time of maturity of the Deposit. However in the event any particular Installment remains unpaid as on the date of completion of the Investment Phase, the Deposit shall be deemed to have become “Irregular” and all Irregular Deposits shall be deemed to have been prematurely withdrawn at the end of the Investment Phase. In all such cases of Irregular Deposit, at the end of the Investment Phase, the Deposit shall become payable and the proceeds of the Deposit less the premature interest shall be deposited in the Bank Account, irrespective of the duration of the Tenure and the Deposit shall be deemed to have been closed.

**PAYMENT OF EQUAL PERIODIC PAYMENTS**

During the Payout Phase, the Equal Periodic Payments shall be paid to the Depositor at such intervals as indicated by the Depositor in the AOF. The said payments shall be made in such quantum and at such interval so that as on the Maturity Date the entire Deposit amount is repaid to the Depositor.

All payments with respect to the Deposit shall be made by ICICI Bank to the Depositor by crediting the Depositor’s Bank Account.
METHOD OF INTEREST CALCULATION FOR PAYOUTS

The interest rates payable by ICICI Bank to the Depositor shall be in accordance with RBI directives from time to time. While interest shall be accrued on the Deposit during the Investment Phase no interest shall be paid to the Depositor during the Investment Phase. The interest on the Deposit shall be calculated as per the methodology as stated herein below:

• In the event, the Depositor/s chooses to receive the Equal Periodic Payments on a quarterly basis, the interest on the Deposit shall be reckoned at a simple rate, calculated at quarterly intervals.
• In the event, the Depositor/s chooses to receive the Equal Periodic Payments on an annual basis, the interest on the Deposit shall be reckoned at a compounded rate with quarterly rests.

REPAYMENT BEFORE MATURITY

On pre-mature withdrawal of the Deposit, interest on Deposit shall be paid to the Depositor/s only for such period for which the Deposit is maintained with ICICI Bank, instead of the entire Tenure, at a rate which is applicable for such period and shall also be subject to deduction of applicable penal interest at such rate as may be specified by ICICI Bank from time to time.

TAXES ON INTEREST

All interest payable by the Bank during the Payout Phase shall be subject to tax deductible at source. No tax deductible at source shall be levied on the interest accrued during the Investment Phase.

CLOSURE OF ACCOUNTS
An Account will normally be closed upon payment by ICICI Bank of the Deposit to the Depositor at the end of the Tenure.

LOANS

In the event the Depositor avails any loan or credit assistance from ICICI Bank against the security of the Deposit, during the Investment Phase, the Deposit will be deemed to have been prematurely withdrawn at the end of the Investment Phase, irrespective of the duration of the Tenure. On completion of the Investment Phase, in such a case, the Deposit shall be utilized for repayment of the loan or credit assistance obtained by the Depositor/s from ICICI Bank and the remnants if any of the Deposit shall be credited into the Bank Account.

In the event the Depositor avails any loan or credit assistance from ICICI Bank against the security of the Deposit, during the Payout Phase, the Equal Periodic Payments shall be apportioned towards the outstanding loan/credit assistance, instead of being paid directly to the Depositor.

NOMINATION

Nomination facility is available for the Account in the names of individuals. Only one nominee is permissible for an Account and the nomination is to be made by the Depositor/duly witnessed by a third person. The Depositor should ensure that (s)he gets / is given the acknowledgement as per the nomination rules framed by RBI. The Depositor is/are at liberty to change the nominee, through declaration in the appropriate form to revise the nomination during the currency of the Account with ICICI Bank.

CHANGE IN TERMS

ICICI Bank reserves the right to revise the terms and conditions contained herein and shall notify the Depositor of such revised terms and conditions one month prior to its
implementation. Such revised terms and conditions shall then be binding on the Depositor.

MISCELLANEOUS

For the purpose of operation of the Account, till the Depositor has not attained the age of majority, ICICI Bank shall be bound by all instructions/directions issued by the Guardian/Parent and ICICI Bank shall not be liable in any manner whatsoever for any steps undertaken pursuant to the instructions/directions issued by the Guardian/Parent. ICICI Bank shall not be made a party to any dispute between the Depositor and the Guardian/Parent.

On attaining the age of majority by the Depositor, the Depositor shall be required to submit such documents as may be stated by ICICI Bank, which shall be communicated by ICICI Bank to the Depositor by way of a communication letter which would be sent one month in advance. Upon the Depositor attaining the age of majority, ICICI Bank shall have the right to cease all debit operations of the Account until such documents are submitted by the Depositor. During such period when the debit operations in the Account have been ceased, no instructions/directions provided by the Guardian/Parent shall be adhered to by ICICI Bank.
These Terms and Conditions apply to and regulate the provisions of Annuity Retirement Deposit product offered by ICICI Bank Limited.

DEFINITIONS

• “Annuity Retirement Deposit Account” or “Account” means the account opened in the name of the Depositor/s and maintained with ICICI Bank in connection with the Deposits.
• “Account Opening Form” or “AOF” means the relationship form for Annuity Retirement Deposit Account.
• “Bank Account” shall mean the Savings Account held by the Depositor with ICICI Bank bearing account number as indicated in the AOF by the Depositor.
• “Depositor” means the person holding an Account with ICICI Bank.
• “Dream Retirement Plan” is available for resident Indians only.
• “Deposit” means the cumulative amount accumulated in the Account by monthly payment of the Installment by the Depositor, including the interest accrued thereon.
• “Equal Periodic Payment” shall mean equal portions of the accumulated Deposit payable to the Depositor by ICICI Bank at quarterly/annual intervals (as indicated by the Depositor in the AOF) during the remnant period of the Tenure.
• “ICICI Bank” means ICICI Bank Limited, its successors and assigns.
• “ICICI Bank 24-Hour Customer Care Center” refers to ICICI Bank - Phone Banking Service provided by ICICI Bank, which shall be available to all Depositor/s. All Depositor/s availing of the ICICI Bank 24-Hour Customer Care Center shall be bound by the Terms and Conditions stipulated by ICICI Bank in this regard.
• “Investment phase” means the period chosen by the Depositor for which monthly deposit of the Installment shall be made by such Depositor which shall commence from the date of making of the first Installment and subsist till such period as indicated by the Depositor in the AOF. The Investment Phase shall however be for a minimum of 3 years from the date of deposit of first Installment and further in multiples of three months thereafter.
•“Payout Phase” shall mean such period commencing from the end of the Investment Phase, which shall subsist till such period as indicated by the Depositor in the AOF till the end of the Tenure, during which the Depositor shall be entitled to the Equal Periodic Payments. The Payout Phase shall be for a minimum of 12 months from the date of completion of the Investment Phase and further in multiples of one month thereafter.

•“Maturity Date” means the date falling on completion of the Tenure.

•“Installment” means the amount specified as installment in the AOF, which shall be deposited recurringly by the Depositor into the Account during the Investment Phase.

•“RBI” means Reserve Bank of India established under the Reserve Bank of India Act, 1948.

•“Standing Instruction/s” means any instruction given by a Depositor, either directly or indirectly, to ICICI Bank through any mode acceptable to ICICI Bank to transfer the Installment from any current / savings account of the Depositor with ICICI Bank to the Account.

•“Services” means the services provided by ICICI Bank in connection with the Account and more particularly described in these Terms.

•“Tenure” means the period consisting of the Investment Phase and the Payout Phase. The Tenure once specified by the Depositor cannot be changed. The Tenure shall at no point of time exceed a period of 120 months.

•“Website” refers to the website owned, established and maintained by ICICI Bank at the URL www.icicibank.com.

INTERPRETATION

1.(i) All references to singular include plural and vice versa and the word "includes" should be construed as "without limitation".

2.(ii) Words importing any gender include the other gender.
3.(iii) Reference to any statute, ordinance or other law includes all regulations and other instruments and all consolidations, amendments, re-enactments or replacements for the time being in force.

4.(iv) All headings, bold typing and italics (if any) have been inserted for convenience of reference only and do not define limit or affect the meaning or interpretation of these Terms.

DATE OF ANNUITY DEPOSIT

The effective date of each Installment shall be the date on which the amounts of deposit placed are realized by / credited to ICICI Bank.

MINIMUM INSTALLMENT AMOUNT

The minimum core Installment to be deposited by the Depositor shall be Rs. 2,000/- p.m. which can be increased in multiples of Rs. 100. The Depositor shall, at the time of opening the Account, stipulate the Installment and the total number of installments to be payable. The Installment and the number of installments cannot be altered subsequently.

PAYMENT OF INSTALLMENT

All deposits into the Account should be by way of cash/ local cheque/ Standing Instructions from the Depositor. Installment for any calendar month must be paid on or before the last working day of that particular calendar month. The funds deposited on a date following the non-payment of the Installment for the previous month(s), shall first be appropriated towards such un-paid Installment of the previous month.

In case of delay in payment of any Installment, the Depositor shall be liable to pay interest at the rate of Rs.12 per Rs.1000 or part thereof or such other rate as may be specified by ICICI Bank from time to time for the period of delay. Fraction of a month
will be treated as full month for the purpose of calculating such interest for the period of delay. The total interest so chargeable to the Depositor shall be recovered from the total amount of interest payable by ICICI Bank at the time of maturity of the Deposit. However in the event any particular Installment remains unpaid as on the date of completion of the Investment Phase, the Deposit shall be deemed to have become "Irregular" and all Irregular Deposits shall be deemed to have been prematurely withdrawn at the end of the Investment Phase. In all such cases of Irregular Deposit, at the end of the Investment Phase, the Deposit shall become payable and the proceeds of the Deposit less the premature interest shall be deposited in the Bank Account, irrespective of the duration of the Tenure and the Deposit shall be deemed to have been closed.

**PAYMENT OF EQUAL PERIODIC PAYMENTS**

During the Payout Phase, the Equal Periodic Payments shall be paid to the Depositor at such intervals as indicated by the Depositor in the AOF. The said payments shall be made in such quantum and at such interval so that as on the Maturity Date the entire Deposit amount is repaid to the Depositor.

All payments with respect to the Deposit shall be made by ICICI Bank to the Depositor by crediting the Depositor’s Bank Account.

**METHOD OF INTEREST CALCULATION FOR PAYOUTS**

The interest rates payable by ICICI Bank to the Depositor shall be in accordance with RBI directives from time to time. While interest shall be accrued on the Deposit during the Investment Phase no interest shall be paid to the Depositor during the Investment Phase. The interest on the Deposit shall be calculated as per the methodology as stated herein below:
• In the event, the Depositor/s chooses to receive the Equal Periodic Payments on a quarterly basis, the interest on the Deposit shall be reckoned at a simple rate, calculated at quarterly intervals.
• In the event, the Depositor/s chooses to receive the Equal Periodic Payments on an annual basis, the interest on the Deposit shall be reckoned at a compounded rate with quarterly rests.

REPAYMENT BEFORE MATURITY

On pre-mature withdrawal of the Deposit, interest on Deposit shall be paid to the Depositor/s only for such period for which the Deposit is maintained with ICICI Bank, instead of the entire Tenure, at a rate which is applicable for such period and shall also be subject to deduction of applicable penal interest at such rate as may be specified by ICICI Bank from time to time.

TAXES ON INTEREST

All interest payable by the Bank during the Payout Phase shall be subject to tax deductible at source. No tax deductible at source shall be levied on the interest accrued during the Investment Phase.

CLOSURE OF ACCOUNTS

An Account will normally be closed upon payment by ICICI Bank of the Deposit to the Depositor at the end of the Tenure.

LOANS

In the event the Depositor avails any loan or credit assistance from ICICI Bank against the security of the Deposit, during the Investment Phase, the Deposit will be deemed to have been prematurely withdrawn at the end of the Investment Phase, irrespective of the duration of the Tenure. On completion of the Investment Phase, in such a case, the Deposit shall be utilized for repayment of the loan or credit assistance obtained
by the Depositor/s from ICICI Bank and the remnants if any of the Deposit shall be credited into the Bank Account.

In the event the Depositor avails any loan or credit assistance from ICICI Bank against the security of the Deposit, during the Payout Phase, the Equal Periodic Payments shall be apportioned towards the outstanding loan/credit assistance, instead of being paid directly to the Depositor.

NOMINATION

Nomination facility is available for the Account in the names of individuals. Only one nominee is permissible for an Account and the nomination is to be made by the Depositor/duly witnessed by a third person. The Depositor should ensure that (s)he gets / is given the acknowledgement as per the nomination rules framed by RBI. The Depositor is/are at liberty to change the nominee, through declaration in the appropriate form to revise the nomination during the currency of the Account with ICICI Bank.

CHANGE IN TERMS

ICICI Bank reserves the right to revise the terms and conditions contained herein and shall notify the Depositor of such revised terms and conditions one month prior to its implementation. Such revised terms and conditions shall then be binding on the Depositor.

TERMS AND CONDITIONS FOR DREAM CAR PLAN

These Terms and Conditions (the “Terms and Conditions”) shall be read in conjunction and not in derogation with any other Primary Terms and Conditions (as defined herein below). To the extent of any inconsistency between the Terms and Conditions and the Primary Terms and Conditions, the provisions of these Terms and Conditions shall prevail for all purposes and intents.

Definitions
“Customer/s” for the purpose of this Offer shall mean a natural person being a resident Indian who successfully opens a new Recurring Deposit or Fixed Deposit (as defined herein below) with ICICI Bank during the Offer Period and subject to such terms and conditions as shall be specified by ICICI Bank from time to time.

“Recurring Deposit” for the purpose of this Offer shall mean a recurring deposit, for Rs. 3000/-/- and above per month and created for a period of 9 months and above, during the Offer Period. The total principal amount of the Recurring Deposit should not be less than Rs 50,000/-.

“Fixed Deposit” for the purpose of this Offer shall mean a fixed deposit, for Rs. 50,000/-/- and above and created for a period of 9 months and, during the Offer Period.

“Program” or “Offer” shall mean the “Dream Car Plan” wherein the following Benefits shall be available to the Customer/s.

Benefits (“Benefits”) under the Offer-
The following Benefits shall be given and shall be made available to the Customers only on opening of the Recurring Deposits and Fixed Deposit with ICICI Bank and also by applying for ICICI Bank car loan facility within 3 months from the date of maturity/ premature withdrawal (as the case may be) of the Recurring Deposits / Fixed Deposit as also subject to fulfillment of such terms and conditions as specified by ICICI Bank from time to time.

(a) Benefits given by ICICI Bank Limited (“ICICI Bank”) Waiver of 50% on the processing fees applicable to ICICI Bank car loan facility availed for the purpose of purchasing a ‘new’ car, subject to fulfilling the requisite terms and conditions.

“Program Period” or “Offer Period” shall mean the period commencing from June 4, 2010 to March 31, 2011 (both days inclusive) during which the Program is availed by the Customer/s.

“Primary Terms and Conditions” shall mean the terms and conditions applicable to the ICICI Bank Recurring Deposit/ Fixed Deposit, ICICI Bank’s Car Loan and such other ancillary and related transaction documents as prescribed by ICICI Bank in addition to these Terms and Conditions.

All capitalized terms used herein but not defined shall have the same meaning as defined under Primary Terms and Conditions.

Program
• In order to avail the Benefits under the Program, the Customer/s shall be required to open a new Recurring Deposit/ Fixed Deposit with ICICI Bank during the Program Period.
• The Customers shall also be required to accept and provide/execute such documents including facility documents, in the manner as shall be desired by ICICI Bank from time to time. The said documentation/ related transaction documents shall be processed by ICICI Bank and the benefits of the Offer shall only be extended to the Customer if he fulfills all the internal policy requisites of ICICI Bank to its sole and absolute satisfaction.
The Customer/s shall be entitled to get the Benefits to be provided by ICICI Bank under the Program only if the Customer/s avails ICICI Bank car loan facility through ICICI Bank branches and not through any other channel partners/ sourcing agents and the said benefits shall be made available to the Customer/s within the period of 3 months from the date of maturity / premature withdrawal (as the case may be) of the Recurring Deposits / Fixed Deposit as also subject to fulfillment of such terms and conditions as specified by ICICI Bank from time to time.

The Customer/s shall be entitled to get the Benefit the waiver on processing fee applicable to ICICI Bank Car loan, under the Program.

The associated benefits / features / interest rates / tenure of repayment, credit limit or facility amount etc as may be represented by ICICI Bank under the Offer does not intend to create any rights and obligations and is offered at the sole and absolute discretion of ICICI Bank.

The participation in the Program by the Customer/s is on a voluntary basis.

The eligibility to open a Recurring Deposit / Fixed Deposit does not ensure the eligibility of Customer/s to avail ICICI Bank Car loan facility, which shall be separately evaluated by ICICI Bank at the time of processing the documents pertaining to the said loan facility. All ICICI Bank Car loan facility shall be provided at the sole and absolute discretion of ICICI Bank;

This Program cannot be clubbed with any other Program that may be made available to the Customer/s by ICICI Bank or by any third party.

The Benefits provided under the Program are non-transferable and non-binding.

The Benefits under the Offer shall be available to the Customer/s, even in case of premature withdrawal of the Recurring Deposit / Fixed Deposit.

The Program is applicable to Customers who are the primary deposit holder of Recurring Deposit/ Fixed Deposit.

The program does not include Money Multiplier Fixed Deposit, Quantum Optima Fixed Deposit and such Fixed Deposits which are renewed during the offer period.

Other Terms and Conditions

Any tax or other liabilities or charges payable to the government or any other statutory authority/body or any participating establishment, which may arise or accrue to the Customer/s due to provision of the Program, shall be to the sole account of the Customer/s. Tax deducted at source, if any, on the monetary value of the Offer shall be payable by the Customer/s.

All issues / queries / complaints / grievances relating to the benefit received from ICICI Bank, if any, shall be addressed directly to ICICI Bank at ICICI Bank Limited, ICICI Bank Phone Banking Centre, P.O.Box No.-20, Banjara Hills,P.O. Hyderabad – 500034, India or call at our customer care number at 28307777.

The existence of a dispute, if any, regarding the Program shall not constitute a claim against ICICI Bank.

All disputes are subject to the exclusive jurisdiction of the competent courts/tribunals of Mumbai.

The Program is not available wherever prohibited and / or on services for which such offers cannot be made available for any reason whatsoever.
ICICI Bank reserves the right to modify/change/delete all or any of the terms applicable to the Offer without assigning any reasons or without any prior intimation whatsoever. ICICI Bank also reserves the right to discontinue the Offer without assigning any reasons or without any prior intimation whatsoever.

ICICI Bank shall not be liable in any manner whatsoever for any loss/damage/claim that may arise out of or related to the Offer. The Benefits under the Offer are offered by ICICI Bank and the Customer/s shall be bound by the terms and conditions stipulated by the ICICI Bank in this regard.

Customer opening the Fixed Deposit/Recurring Deposit with ICICI Bank is not bound to avail the ICICI Bank car loan facility, which is available even without the Benefits mentioned herein.

The Customer agrees that the particulars and information provided under the Offer to ICICI Bank shall not be a substitute to the submission of written pre-application form, application form and fulfilling such other policy requisites and documentation by the Customer/s as shall be required to the sole and absolute satisfaction of ICICI Bank to avail ICICI Bank’s products/services under the Offer.

Bases the particulars and information that the Customer shall furnish to ICICI Bank under the terms of the Offer, the Customer agrees to authorize ICICI Bank/its agents and personnel to make references and enquiries relevant to information provided by the Customer under the Terms and Conditions of the Offer which ICICI Bank/its agents and personnel may consider necessary.

The Offer should not be deemed to constitute an advice, invitation or solicitation to avail or apply for any products or services of ICICI Bank.

‘ICICI Bank’ and ‘I-man’ logo are trademarks and property of ICICI Bank Limited. Misuse of any intellectual property or such other ancillary or related content with regard to this Offer/program is strictly prohibited.”

TERMS AND CONDITIONS FOR DREAM HOME PLAN

These Terms and Conditions (the “Terms and Conditions”) shall be read in conjunction and not in derogation with any other Primary Terms and Conditions (as defined herein below). To the extent of any inconsistency between the Terms and Conditions and the Primary Terms and Conditions, the provisions of these Terms and Conditions shall prevail for all purposes and intents.

Definitions
“Customer/s” for the purpose of this Offer shall mean a natural person being a resident Indian who successfully opens a new Recurring Deposit or Fixed Deposit (as defined herein below) with ICICI Bank during the Offer Period and subject to such terms and conditions as shall be specified by ICICI Bank from time to time.

“Fixed Deposit” for the purpose of this Offer shall mean a fixed deposit, for Rs. 60,000/- and above and created for a period of one year and above, during the Offer Period.

“Recurring Deposit” for the purpose of this Offer shall mean a recurring deposit, for Rs. 5,000/- and above per month and created for a period of one year and above, during the Offer Period.

“Program” or “Offer” shall mean the dream home plan scheme wherein the following benefits shall be available to the Customer/s.

Benefits (“Benefits”) under the Offer-
The following benefits shall be given and shall be made available to the Customers only on opening of the Recurring Deposits or Fixed Deposits with ICICI Bank and also by applying for ICICI Bank Home loan facility within the period of six months from the date of maturity/ pre mature withdrawal of the Recurring Deposit / Fixed Deposits (as the case may be) as also subject to fulfillment of such terms and conditions as specified by ICICI Bank from time to time.

(a) Benefits given by ICICI Bank Limited (“ICICI Bank”)

• Waiver of 25% on processing fees applicable to ICICI Bank home loan facility availed for the purpose of purchasing a property, subject to the loan amount being not more than ten times the maturity/ pre-mature withdrawal amount (as the case may be) of ICICI Bank’s Recurring Deposit / Fixed Deposit

(b) Benefit Given by ICICI Home Finance Company Limited (“ICICI HFC”):
The following benefit shall be given by ICICI HFC and the Customer/s shall be entitled to get this benefit only on opening of the Recurring Deposits / Fixed Deposit with ICICI Bank and by submitting ICICI HFC’s buyer registration form. This shall be purely voluntary at the discretion of the customer.

5. Free real estate property updates from ICICI HFC subject to the terms and conditions provided by ICICI HFC and fulfilling of requisite formalities;

“Program Period” or “Offer Period” shall mean:
- For Recurring Deposits, the period commencing from June 4, 2010 to March 31, 2011 (both days inclusive) during which the Program is availed by the Customer/s.
- For Fixed Deposits, the period commencing from September 21, 2010 to March 31, 2011 (both days inclusive) during which the Program is availed by the Customer/s.

"Primary Terms and Conditions" shall mean the terms and conditions applicable to the ICICI Bank Recurring Deposit / Fixed Deposit, ICICI Bank’s Home Loan and such
other ancillary and related transaction documents as prescribed by ICICI Bank in addition to these Terms and Conditions.

All capitalized terms used herein but not defined shall have the same meaning as defined under Primary Terms and Conditions.

Program

• In order to avail the Benefits under the Program, the Customer/s shall be required to open a new Recurring Deposit / Fixed Deposit with ICICI Bank during the Program Period.
• The Customers shall also be required to accept and provide/execute such documents including facility documents, in the manner as shall be desired by ICICI Bank from time to time. The said documentation/ related transaction documents shall be processed by ICICI Bank and the benefits of the Offer shall only be extended to the Customer if he fulfills all the internal policy requisites of ICICI Bank to its sole and absolute satisfaction.
• The Customer/s shall be entitled to get the Benefits to be provided by ICICI Bank under the Program only if the Customer/s avails ICICI Bank home loan facility through ICICI Bank branches and not through any other channel partners/ sourcing agents and the said benefits shall be made available to the Customer/s within the period of six months from the date of maturity/ premature withdrawal (as the case may be) of the Recurring Deposits / Fixed Deposits as also subject to fulfillment of such terms and conditions as specified by ICICI Bank from time to time.
• The Customer/s shall be entitled to get the Benefit of discounted rate of processing fee on ICICI Bank home loan, under the Program, up to a maximum limit of ten times the maturity / premature withdrawal (as the case may be) amount of ICICI Bank Recurring Deposit / Fixed Deposit. Any ICICI Bank home loan facility availed in excess of the above mentioned ten times of the maturity amount of ICICI Bank Recurring Deposit / Fixed Deposit, shall attract regular home loan processing fees, which shall be charged as per the ICICI Bank Home Loan standard policy prescribed from time to time.
• The Benefit provided by ICICI HFC is optional and is at the sole discretion of ICICI HFC. In order to avail the Benefit of free real estate property updates given by ICICI HFC, the Customer/s shall be required to submit completely filled ICICI HFC Buyer Registration Form to ICICI Bank. ICICI HFC reserves the right to reject the application made by the Customer/s. The use of free real estate property update facility is subject to the terms and conditions governing facility as specified by ICICI HFC from time to time. The above Benefit is provided by ICICI HFC solely and completely without any involvement of ICICI Bank. ICICI Bank shall not be responsible as to costs and consequences for any services provided by ICICI HFC. Nothing express or implied in ICICI HFC terms and conditions shall in any way waive or amend the Terms and Conditions and the Primary Terms and Conditions; and ICICI HFC’s terms and conditions shall be in addition to and not in derogation to the Terms and Conditions and the Primary Terms and Conditions.
• The associated benefits / features / interest rates / tenure of repayment, credit limit or facility amount etc as may be represented by ICICI Bank under the Offer does not
intend to create any rights and obligations and is offered at the sole and absolute discretion of ICICI Bank.
• The participation in the Program by the Customer/s is on a voluntary basis.
• The benefits of the Offer shall be available to the Customer/s even in case of premature withdrawal of the Recurring Deposit.
• The eligibility to open a Recurring Deposit / Fixed Deposit does not ensure the eligibility of Customer/s to avail ICICI Bank home loan facility, which shall be separately evaluated by ICICI Bank at the time of processing the documents pertaining to the said home loan facility. All ICICI Bank home loan facility shall be provided at the sole and absolute discretion of ICICI Bank;
• This Program cannot be clubbed with any other Program that may be made available to the Customer/s by ICICI Bank or by any third party.
• The Benefits provided under the Program are non-transferable and non-binding.
• The Program is applicable to Customers who are the primary deposit holder of Recurring Deposit.

Other Terms and Conditions

ICICI Bank does not guarantee and make any representation about the usefulness, worthiness and/or character of any third party Benefits received under the Program. Any tax or other liabilities or charges payable to the government or any other statutory authority/body or any participating establishment, which may arise or accrue to the Customer/s due to provision of the Program, shall be to the sole account of the Customer/s. Tax deducted at source, if any, on the monetary value of the Offer shall be payable by the Customer/s.

All issues / queries / complaints / grievances relating to the benefit received from ICICI Bank, if any, shall be addressed directly to ICICI Bank at ICICI Bank Limited, ICICI Bank Phone Banking Centre, P.O.Box No.-20, Banjara Hills,P.O. Hyderabad – 500034, India or call at our customer care number at 28307777.

Any dispute or claim regarding the services provided by ICICI HFC / third party must be resolved by the Customer/s with the ICICI HFC / third party directly without any reference to ICICI Bank.
The existence of a dispute, if any, regarding the Program shall not constitute a claim against ICICI Bank and ICICI HFC.
All disputes are subject to the exclusive jurisdiction of the competent courts/tribunals of Mumbai.
The Program is not available wherever prohibited and / or on services for which such offers cannot be made available for any reason whatsoever.
ICICI Bank reserves the right to modify/change/delete all or any of the terms applicable to the Offer without assigning any reasons or without any prior intimation whatsoever. ICICI Bank also reserves the right to discontinue the Offer without assigning any reasons or without any prior intimation whatsoever.
ICICI Bank holds out no warranty or makes no representation about the quality, delivery or otherwise of the Benefits offered by the ICICI HFC / third party. ICICI Bank shall not be liable in any manner whatsoever for any loss/ damage/ claim that may arise out of use or otherwise of any such Benefits availed by the Customer/s, which
are offered by the ICICI HFC / third party. The Benefits are offered by ICICI HFC / third party and the Customer/s shall be bound by the terms and conditions stipulated by the ICICI HFC / said third party in this regard. ICICI Bank shall not be held liable for any delay or loss that may be caused by ICICI HFC / third party in delivery / performance of ICICI HFC/ third party Benefits as mentioned herein. The Customer agrees that the particulars and information provided under the Offer to ICICI Bank shall not be a substitute to the submission of written pre-application form, application form and fulfilling such other policy requisites and documentation by the Customer/s as shall be required to the sole and absolute satisfaction of ICICI Bank to avail ICICI Bank’s products/ services under the Offer.

Bases the particulars and information that the Customer shall furnish to ICICI Bank under the terms of the Offer, the Customer agrees to authorize ICICI Bank / its agents and personnel to make references and enquiries relevant to information provided by the Customer under the Terms and Conditions of the Offer which ICICI Bank / its agents and personnel may consider necessary.

The Offer should not be deemed to constitute an advice, invitation or solicitation to avail or apply for any products or services of ICICI Bank.

‘ICICI Bank’ and ‘i-man’ logo are trademarks and property of ICICI Bank Limited. Misuse of any intellectual property or such other ancillary or related content with regard to this Offer/program is strictly prohibited.”