

## Application Form for Enhancement of Overdraft/ Demand Loan Facility backed by Fixed Deposits

Date: DD/MM/YYYY \_\_\_\_\_ Customer ID: \_\_\_\_\_

- (1) I/We, \_\_\_\_\_  
 \_\_\_\_\_ *<name of the Applicant and Co-Applicant (if applicable)>* ("**Applicant**"),  
 hold Current/ Savings account number \_\_\_\_\_ ("**Account**") with you.  
 The Applicant(s) had, vide Application dated \_\_\_\_\_ requested DBS Bank India Limited ("**Bank/DBS**")  
 for sanction of Facilities of Rs. \_\_\_\_\_. Pursuant to the aforesaid, the Applicant  
 has availed Demand Loan/Overdraft Facility up to amounts not exceeding Rs.  
 \_\_\_\_\_ ("**Facility(ies)**") against the security of the Fixed Deposit described  
 below or the Fixed Deposits ("**Existing FD(s)**"):
 

FD no.	Name of the Depositor(s)

- (2) I/We, Applicant(s) hereby request the Bank to enhance the aforesaid Facility(/ies)  
 from Rs. \_\_\_\_\_  
 to Rs. \_\_\_\_\_  
 ("**Enhanced Facility(/ies)**") against the security of the Fixed Deposit described below or the Fixed Deposits as  
 may be created by the Applicant(s) from time to time in order to secure the Facilities ("**Enhancement FD(s)**"):
 

FD account No.	Name of the Depositor(s) (" <b>Depositor</b> ")	FD(s) creation Date	Final Maturity Date of FD	Final Maturity Amount (in Rs.)	Interest rate	Auto Renewal (Y/N)

\*Name to be only mentioned in case of third party FD/Capital markets FDs



The Facility(ies) and the Enhanced Facility(ies) are hereinafter collectively referred to as **"Facility"/ "Facilities"**.  
The Existing FD(s) and the Enhancement FD(s) are hereinafter collectively referred to as **"FD(s)"**

In relation to the FD(s), I/we agree and confirm that:

- a) All terms and conditions, applicable to FD(s) with DBS and as uploaded on its website on [dbs-standard-terms-and-conditions-governing-accounts-effective-from-10-april-2024.pdf](#), not expressly overridden herein, shall continue to apply in relation to the FD(s) and the same shall be binding on me / us including any alteration, changes, revision etc. as may be done by the Bank, at its sole discretion, applicable from time to time;
- b) The Bank is authorized to renew the FD(s) during the subsistence of the Facility or for the tenor of any or all of the instruments (if any) so issued under the Facility. This authorization to renew the FD(s) shall supersede any maturity instructions given for the FD(s) against which the Facility shall be granted.
- c) The Applicant may furnish additional FD(s) as security for the Facilities. The said FD(s) shall stand as security for the Facilities and will be governed by the terms mentioned in this application form and the terms and conditions attached hereto (as defined below).

(3) I/we request you to set up a limit to the extent of the amounts/FD(s) stated above in our Account.

(4) I/We am/are not availing any fund based/non fund based facilities from any other bank(s); or As on date of this Application, following credit facility(ies) are being availed by me/us:

Facility Type	Existing limit (In Rs.)	Name of the Bank/FI
(i) Fund based		
Facility 1 .....		
Facility 2 .....		
Total Fund based facility (A)		
(ii) Non fund based		
Facility 1 .....		
Facility 2 .....		
Total Non-Fund based facility (B)		
Total (A+B)		

I/We undertake that, if at any point in time the total banking exposure is greater than or equal to Rs 50.0 mn, LEI details will be provided to the Bank.

Legal Entity Identifier (LEI) number: \_\_\_\_\_ Expiry Date: \_\_\_\_\_

- (5) Interest Rates, Commission and Charges: I/We agree and undertake to maintain cash margin and pay interest, charges, fees and commissions on the Facility(ies) at the following rates:

Nature of facility	Interest
Overdraft/DL	<p>I/we shall pay to you interest on the Facilities and all amounts shown as outstanding from time to time, at the foot of the relevant account in respect of the Facilities or otherwise, at the rate specified below:</p> <p>_____ % over the interest rate stated above for the FD/,</p> <p>or,</p> <p>_____ % over the highest of the rates of interest stated above for the FD(s) (in case facility is requested against multiple FDs)</p> <p>Plus applicable interest tax or other statutory levy, if any, on the principal amount of the Overdraft Facilities remains outstanding on daily balance basis. ("Applicable Rate").</p> <p>Interest shall be charged on monthly basis. The aforesaid interest at the Applicable Rate shall be debited on the last day of each month for the Interest Period and shall be serviced/paid by me/us when debited to the Account.</p> <p><b>"Interest Period"</b> means the period commencing from the interest debit date in the preceding calendar month and ending one day prior to the interest debit date of the following calendar month. If the interest debit date falls on a day which is not a Business Day, the interest shall be debited to the Account on the next Business Day.</p>

- (6) I/We acknowledge and confirm that notice, if any, provided by you in any manner whatsoever, of any changes in the Applicable Rate(s)/charges or any notice from you for payment of amounts at the changed rate(s)/charges, shall be treated by me /us as sufficient and reasonable notice to me/us.
- (7) I/We undertake that the mentioned proposal is in compliance with all regulatory guidelines and the borrowing entity/promoters/guarantors do not appear in the RBI/ECGC list of defaulters/ terrorist List/RBI willful defaulters list. The Borrower undertakes and confirms that it is "Standard" with all the Banks/ FIs/Lenders and not SMA-1/SMA2/RFA/Fraud/Willful defaulter/Non-Cooperative Borrower for the past 5 years with any Bank/Fis/Lenders (as per available CRILC report, if any). I/we hereby confirm that I/We am/are not in RBI defaulter list and the credit facilities availed by us are within our assessed bank finance limits and none of the other credit facilities with other banks/financial institutions are classified as non-performing assets. I/We hereby confirm having read and understood the information on terminologies such as SMA reporting, NPA and other commercial credit reporting related information as available on and accessed through the link provided herein: [prudential-RBI-norms-customer-education-regarding-asset-classification.pdf](https://www.dbs.com/prudential-RBI-norms-customer-education-regarding-asset-classification.pdf) (dbs.com)
- (8) I/We further understand and confirm that the drawals under the Facility(ies) can be made by me/us only till the expiry date of the Facility(ies). The tenor/last payment date of Facility shall not exceed the earliest expiry date of the FD(s).
- (9) I/We shall, unless otherwise agreed to by you, repay to you forthwith on demand the Facilities / such of the amounts as may be outstanding in respect of the Facilities, together with all interest, costs, penal charges, fees, expenses and monies whatsoever stipulated in, or payable in respect of the Facilities. Unless such demand is made, I/we shall repay the Facilities on the earliest maturity date(s) of the aforesaid FD(s). I/We also authorize the Bank to debit the above Account or liquidate the FD(s) mentioned above to make payments in relation to the Facility even though it may lead to premature closure of the FD(s).

(10) For Overdraft facilities the Applicant agrees that the Applicant shall abide by the 'RBI Circular on Opening of Current Accounts by Banks - Need for Discipline', dated August 19, 2022 (as amended from time to time).

- a) The Applicant shall not open a current account with any bank and all transactions by the Applicant shall be routed through the Borrower's Overdraft account(s) in line with the guidelines stipulated by RBI, vide the 'RBI Circular on Opening of Current Accounts by Banks - Need for Discipline', dated August 19, 2022, as amended from time to time.

Further, the Applicant shall not use the credit balances in such Overdraft accounts maintained with the Bank, as margin for availing any non-fund based credit facilities by the Applicant or any third party.

- b) The funds to be remitted in accordance with the aforementioned point (b), shall be remitted from the Overdraft account maintained with the Bank on a [daily/weekly/fortnightly/monthly/quarterly] basis or such other frequency as may be specified by the Applicant.]

For Facilities other than Overdraft Facilities, the Applicant agrees that it shall open the current account/ collection account/escrow account in line with the guidelines stipulated by RBI, vide the 'RBI Circular on Opening of Current Accounts by Banks - Need for Discipline', dated August 19, 2022, as amended from time to time.

(11) The Applicant and/or the Depositor, hereby give specific consent to the Bank for submitting/ disclosing the: (a.) 'financial information'; and (b.) 'security interest' as defined under the Insolvency and Bankruptcy Code, 2016 (including all amendments made thereto) ("**IBC**"), in respect of the Facility and the security interest created on the FD(s), from time to time, to 'Information Utilities' as defined therein, and directions issued by Reserve Bank of India to the banks from time to time and hereby specially agree to promptly authenticate and verify the 'financial information and information relating to 'security interest' submitted by the Bank, as and when requested by Information Utilities.

(12) I/We have read and understood the "Terms and Conditions for facility against FD" (the "Terms and Conditions"), attached hereto. I/We agree to abide and ensure that the Depositors abide, by the same at all times.

(13) I/We agree that the Bank reserves the unconditional right to cancel the limits and/or the Facility(ies) advanced/to be advanced hereunder (either fully or partially) without giving any prior notice to the Applicant, on the occurrence of any one or more of the following:

- (a) In case the Facilities (in full or in part) are not utilized by the Applicant; or  
(b) In case of Deterioration in the Creditworthiness (defined below) of the Borrower in any manner whatsoever; or  
(c) In case of noncompliance of the terms and conditions of the Facility(ies); or  
(d) In case of any regulatory requirement.

For the purpose of this Application Form, "**Deterioration in the Creditworthiness**" shall mean and include without limitation, the following events:

- (i) Downgrade of the rating of the Applicant by a Credit Rating Agency (defined below);  
(ii) Inclusion of the Applicant and/or any of its directors in the RBI's willful defaulters list;  
(iii) Closure of a significant portion of the Applicant's operating capacity;  
(iv) Decline in the profit after tax of the Applicant by more than fifteen percent;  
(v) Any adverse comment from the auditor; and  
(vi) Any other reason/event which in the sole opinion of the Bank constitutes or which may constitute deterioration in the creditworthiness of the Applicant.

For the purposes of the above clause "Credit Rating Agency" shall mean and refer to the domestic credit rating agencies such as Credit Analysis and Research Limited, CRISIL Limited, FITCH India and ICRA Limited and international credit rating agencies such as Fitch, Moody's and Standard & Poor's and such other credit rating agencies identified and/or recognized by the Reserve Bank of India from time to time.

- (14) In consideration of the Bank having sanctioned the Facility to the Applicant, the Depositor hereby irrevocably and unconditionally guarantees to the Bank forthwith upon the demand of the Bank and without demur and/or contestation the due repayment of any and every sum or sums which the Applicant is at any time liable to pay in respect of the Facility together with interest, charges, etc., and which the Applicant has failed to pay, by way of liquidation of the FDs which are being secured by the Depositor for due repayment of the Facility availed by the Applicant.
- (15) I/We the Depositors, hereby: (a) create security interest and charge over the aforesaid Enhancement FD(s) and all underlying amounts in favour of the Bank to secure the Facilities; (b) expressly waive all rights possessed by me/us in relation to the aforesaid Enhancement FD(s) and the underlying amounts; (c) expressly discharge the Bank of all its obligations in relation the aforesaid Enhancement FD(s); (d) expressly authorize the Bank to set off such monies due from me/us/the Borrower against any or all of the aforesaid Enhancement FD(s); (e) confirm that there are no subsisting security interests /encumbrances on /assignments of the aforesaid Enhancement FD(s)(other than in favour of the Bank) and I/We agree not to create security interest on/assign/dispose of /encumber such Enhancement FD(s) to any other person; (f) undertake to and shall ensure that the details of the security created in favour of the Bank over the aforesaid Enhancement FD(s) shall be expressly mentioned in each of my/our financial statements at all points of time until the release of such security by the Bank; (g) declare and confirm that the Bank shall be entitled to hold the aforesaid Enhancement FD receipt(s) and I/we shall not be entitled to demand or receive the same; (h) declare and confirm that the security interest created in favour of the Bank is valid and enforceable in all respects. The aforesaid shall remain applicable until all amounts as may be outstanding in respect of the Facilities, together with all interest, costs, charges, expenses and monies whatsoever stipulated in, or payable in respect of the Facilities, actual or contingent, are fully paid to the satisfaction of the Bank. Nothing herein contained shall prejudice or adversely affect any general or special lien or right to setoff to which the Bank is or may by law or otherwise be entitled or any rights or remedies of the Bank including in respect of any present or future security, guarantee, obligations of the Applicant/Depositor.
- (16) The Facilities shall be renewed automatically on the same terms as mentioned in this application form and the terms and conditions as attached hereto unless otherwise informed by the Bank to the Applicant in writing.
- (17) Except to the extent disclosed to the Bank: No director, manager, managing agent, employee, guarantor of the Applicant or of the subsidiary of the Applicant, or of the holding company of the Applicant or any person holding substantial interest in the borrower or a subsidiary or the holding co. of the Applicant is a director of the Bank.
- (18) This Application form shall be read in conjunction with the Application dated \_\_\_\_\_ and save for the terms expressly modified/amended above, all other terms and conditions of the Application dated \_\_\_\_\_ shall remain valid and subsisting on the Applicant and Depositor for the Facilities. The term Facilities/Facility/Overdraft Facility in the Terms and Conditions shall mean and include the Enhanced Overdraft Facilities and the term FD(s) shall mean and include the Enhancement FD(s). In the event of any inconsistency between the terms of this Application and the Application dated \_\_\_\_\_, the terms of this Application shall prevail to the extent of such inconsistency.

Name of the Applicant: _____ _____ Signed and delivered for and on behalf of M/s _____ (a proprietorship firm/ partnership firm by/ through its proprietor/ partners/ authorized signatory Mr./ Ms. _____ Mr./ Ms. _____ Mr./ Ms. _____	Signature:
Name of the Depositor: _____ _____ Signed and delivered for and on behalf of M/s _____ (a proprietorship firm/ partnership firm by/ through its proprietor/ partners/ authorized signatory Mr./ Ms. _____ Mr./ Ms. _____ Mr./ Ms. _____	Signature:

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### Bank Acknowledgment

*Relationship Manager/Bank Official not below the rank of \_\_\_\_\_ must acknowledge copy of the application and ensure that application contains all the Applicant's and the Depositor's signatures on same page.*

I confirm that I have provided a copy of the application form to the borrower as an acknowledgement and Applicant and Depositor have signed the Application Form in my presence.

Employee ID: \_\_\_\_\_

Name: \_\_\_\_\_

Signature: \_\_\_\_\_