

### CITIBANK OVERDRAFT AGAINST FIXED DEPOSIT

#### TO BE FILLED IF ACCOUNT IS BEING OPENED BY INDIVIDUAL/s

##### BORROWER/FIRST HOLDER INFORMATION

Name: Mr./Ms./Dr. :

Nationality :  Indian  Others

Occupation :  Salaried  Self Employed  Retired  Others

Citibank Account Number :

1. Overdraft Limit :  /- Rupees

2. Termination Date :  Months/Year(s) (from the date of account opening or renewal)

Interest Rate : FD Rate + \_\_\_\_% (applied on the highest rate across all underlying deposits)

##### THIRD PARTY/GUARANTOR INFORMATION

###### Guarantor 1

Name: Mr./Ms./Dr. :

Company Name :

Nationality :  Indian  Others

Date of Birth/Inception :  D  D -  M  M -  Y  E  A  R

Address :

City :  Pin/Zip :  State :

Country:  Tel :  Mobile:

Email :

Type of Company/Firm :  Sole Proprietorship Firm  Partnership Firm  Private Limited Company  
(Applicable on when guarantor is a firm )  Public Limited Company  Others

Citibank Account Number :

Relationship with Borrower :

###### Guarantor 2

Name: Mr./Ms./Dr. :

Company Name :

Nationality :  Indian  Others

Date of Birth/Inception :  D  D -  M  M -  Y  E  A  R

Address :

City :  Pin/Zip :  State :

Country:  Tel :  Mobile:

Email :

Type of Company/Firm :  Sole Proprietorship Firm  Partnership Firm  Private Limited Company  
(Applicable on when guarantor is a firm )  Public Limited Company  Others

Citibank Account Number :

Relationship with Borrower :

### Guarantor 3

Name: Mr./Ms./Dr. :   
Company Name :   
Nationality :  Indian  Others   
Date of Birth/Inception :   -   -      
Address :   
  
City :  Pin/Zip :  State :   
Country:  Tel :  Mobile:   
Email :   
Type of Company/Firm :  Sole Proprietorship Firm  Partnership Firm  Private Limited Company  
(Applicable on when guarantor is a firm)  Public Limited Company  Others   
Citibank Account Number :   
Relationship with Borrower :

### END USE DECLARATION

This is to confirm that the proposed overdraft amount of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) will be used for:

- Legitimate Business Purpose  
(Name : \_\_\_\_\_ Date of Inception: \_\_\_\_\_ Nature of Business: \_\_\_\_\_ )
- Personal use (e.g. wedding, purchasing an asset like TV, car, etc.)
- Education of children/dependents
- Purchase of land/house or Construction of a house
- Others \_\_\_\_\_

- I/We confirm that the funds from this account will be used only for the purposes as stated above and will not be used for speculative / anti-social purposes. In case of any change in the intended purpose, I/we will seek prior concurrence of the same from the Bank. I/we understand that the Bank has the right to recall the overdraft facility at any time if it is not used for the stated purposes and/or if used for speculative purposes and/or anti social purposes. The bank will reserve the right to verify if the end use is as per the declaration.
- I/We agree not to utilize the Overdraft Facility for purchase of gold in any form, including primary gold, gold bullion, gold jewellery, gold coins, units of gold Exchange Traded Funds (ETF) and units of gold Mutual Funds and for any other purpose as may be specifically prohibited by law and/or regulations applicable in India.

### Declaration & Signatures

I/We hereby apply for the Citibank Overdraft against Fixed Deposit ("Account") and declare that the information contained in this application is true and correct. I/We accept that Citibank N.A. ("Citibank" or "Bank") is entitled in its absolute discretion to accept or reject this application without assigning any reason whatsoever. I/We agree that this information shall remain the property of the Bank, whether or not my/our application is finally accepted by Citibank or not. I/We hereby agree and undertake that I/We have obtained, read, understood and agree to be bound by the Account Terms and Conditions contained in your Form No. \_\_\_\_\_ (as may be in force from time to time) applicable to the Account. My/our use of the Account and/or Citicard/Debit card shall be deemed to be my/our express and unconditional acceptance of the Account Terms and Conditions and such Terms and Conditions and stipulations as laid down by Citibank for use of Citicard/Debit card. I/We agree that Citibank may debit my/our Account for any commission, interest, service charges, out of pocket expenses as applicable from time to time. In case of insufficient balance/limit in the account, the amount as applicable will be paid by me/us on the due date by a cheque/demand draft/funds transfer or any other mode as acceptable to Citibank. I/We agree that the attached photographs are the present true identity of me/us, I/We accept full responsibility and agree not to make any claim against Citibank in respect thereto. I/We agree to abide by the Foreign Exchange Management Act, 1999 ("FEMA") and rules/regulations thereunder, rules/regulations of the Reserve Bank of India ("RBI") and any and all other applicable laws in force from time to time in their entirety. I/We shall indemnify and hold harmless Citibank from any and all actions, claims, demands, proceedings, losses, damages, costs, charges and expenses whatsoever which Citibank may anytime incur, sustain, suffer or be put to as a consequence of or by reason of or by arising out of I/We not abiding with FEMA, the Exchange Control Regulations of the RBI and/or any and all other applicable laws and regulations in force from time to time. I/We hereby undertake to keep Citibank informed and authorise Citibank to update any change in my/our e-mail ID, Telephone number, Mobile number and Address that Citibank may be informed of or be available with Citibank and/or any of its subsidiaries/affiliates/associates and/or all the companies/entireties/subsidiaries/affiliates thereof under Citigroup and hereby authorise Citibank to contact me/us, by post, fax, telephone, e-mail, SMS/text messaging. I/We agree to indemnify Citibank against any loss or damage suffered by me/us due to my/our part such as not protecting my/our e-mail ID, password sharing or any such other problem arising with or without my/our knowledge. By opening this account and signing below, I/We hereby represent and warrant that I/We are not a U.S. person for purposes of U.S. Federal income tax and that I/We are not acting for, or on behalf of a U.S. person. A false statement or misrepresentation of tax status by a U.S. person could lead to penalties under U.S. law. If my/our tax status changes or I/We become a U.S. citizen or a resident, I/We shall notify Citibank within 30 days. I/We confirm that the instruments to be pledged are held by me/us in my/our/Guarantor(s) name(s) and not in my/our/their capacity as a trustee or a guardian of another person. I/We confirm that all the applicants (including co-applicants) are not minors under Indian law

Name :

Signature 1

B

Name :

Signature 1

G

Name :

Signature 1

G

Name :

Signature 1

G

Date :    -    -

Place :

**RM Confirmation (For Bank's Internal Use)**

I confirm that I have personally met Mr./Ms. \_\_\_\_\_  
(All applicants to sign)

\_\_\_\_\_ at his/her Residence/Office/Permanent

Address along with \_\_\_\_\_(if applicable).

RM Name \_\_\_\_\_ Employee No. \_\_\_\_\_

**SCHEDULE OF PLEDGED FIXED DEPOSITS**

Sr.No.	FD Number	Amount	Tenor	Interest	Renewal Instructions
1					
2					
3					
4					
5					

## RISK DISCLOSURE

I/We fully understand the various risks associated with availing an overdraft facility against the collateral of my/our investments, namely,

- The overdraft facility can be upto a maximum limit of \_\_\_\_\_ ( " the Limit " ). The actual limit so provided by the Bank to me/us will be computed as a percentage (as per the applicable margin required from time to time) of the value of the underlying investments pledged by me/us ( " the Facility " ).

The Limit presently sanctioned and communicated to me/us through a letter by the Bank is the maximum limit beyond which I/We cannot draw. Any further enhancements shall at all times be at the sole discretion of the Bank and shall be effective only when expressly approved and communicated to me/us by the Bank in writing.

I/We are required to regularize my/our account by making good the shortfall in the required margin, by way of repaying in part/full, the overdraft amount outstanding in my/our account. Failure to regularize my/our account may result in the Bank liquidating the underlying pledged deposit(s) and using the sale/liquidation proceeds to reduce the outstanding overdraft, including any interest/ fees/charges/ commissions/etc. and regularizing the account.

- Interest will be levied on a monthly basis and debited to my/our Account. I/We agree, declare and confirm that the applicable interest payable by me/us shall be debited to the Bank Account so maintained by me/us with the Bank bearing no. \_\_\_\_\_ . Non payment of interest may result in the account being classified as a Non Performing Asset ("NPA") as per the rules prescribed by the Reserve Bank of India ("RBI") and consequently reporting the details of my/our account to CIBIL.
- The underlying pledged investments cannot be liquidated by me/us till such time the same are depledged, save and except in cases of enforcement of pledge by Citibank.

### CIBIL

The Borrower(s)/Obligor(s) hereby agrees as a pre-condition of the Overdraft Facility given to him/them by the Bank that in case he/they commit(s) default in the repayment of the Overdraft Facility or in the repayment of interest thereon or any of the agreed installment of the Overdraft Facility on due date(s) the Bank and/or the Reserve Bank of India shall have an unqualified right to disclose or publish his/their name or the name of his/their company/firm/unit and its directors/partners/proprietors as defaulters in such manner and through such medium as the Bank or Reserve Bank of India in their absolute discretion may think fit.

Notwithstanding anything contained in this Agreement, the Obligor(s) hereby understands and agrees that as a pre-condition relating to grant of the Overdraft Facility to the Obligor(s), the Bank requires the Obligor's (s)' consent for the disclosure by the Bank of information and data relating to the Obligor(s), of the Overdraft Facility availed of/to be availed by the Obligor(s), obligations assumed/to be assumed by the Obligor(s) in relation thereto and default, if any, committed by the Obligor(s), in discharge thereof. Accordingly, the Obligor(s) hereby agrees and gives consent for the disclosure by the Bank of all or any such

- information and data relating to the Obligor(s);
- the information or data relating to any Overdraft Facility availed of/to be availed by the Obligor(s); and
- default if any, committed by the Obligor(s) in discharge of such obligation as the Bank may deem appropriate and necessary, to disclose and furnish to Credit Information Bureau (India) Limited and/or any other agency authorized in this behalf by Reserve Bank of India.

The Obligor(s) further declare(s) that the information and data furnished by the Obligor(s) to the Bank are true and correct.

The Obligor(s) also understands that:

- the Credit Information Bureau (India) Limited 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
- the Credit Information Bureau (India) Limited and any other agency so authorized 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 the Reserve Bank of India in this behalf."

### Authorized Signatories

1	3
2	4
Date : <input type="text" value="D"/> <input type="text" value="D"/> - <input type="text" value="M"/> <input type="text" value="M"/> - <input type="text" value="Y"/> <input type="text" value="E"/> <input type="text" value="A"/> <input type="text" value="R"/>	Place : <input type="text"/>

## ACKNOWLEDGEMENT

Received from Mr./Ms./Dr. \_\_\_\_\_ on \_\_\_\_\_ the application form for opening the Citibank Overdraft against Fixed Deposit account.

This is only an acknowledgement for the receipt of the account opening form and other supporting documents and should not be construed as an acceptance of documents and approval of the overdraft facility. The acceptance of this application is subject to the internal rules and regulations of Citibank, N.A. and other applicable regulations from time to time.

If the application is accepted, the account will be opened in approximately 10 working days from the date of receipt of the completed application form and all relevant supporting documents. In case of any discrepancy in the form, the same will be communicated to you through the sales team and/or your Relationship Manager.

Signature : <input type="text"/>	Name : <input type="text"/>
	Date : <input type="text" value="D"/> <input type="text" value="D"/> - <input type="text" value="M"/> <input type="text" value="M"/> - <input type="text" value="Y"/> <input type="text" value="E"/> <input type="text" value="A"/> <input type="text" value="R"/>
	Place : <input type="text"/>