

Date: _____
FACILITY APPL. NO: _____

**FARM EQUIPMENT LOAN
- CREDIT FACILITY APPLICATION FORM**

I. INTRODUCTION

1. ICICI Bank Limited (“**ICICI Bank**”) – Branch / Office address: _____
2. All applicants and co-applicants [“**the Applicant(s)**”, which expression shall, as the subject or context may admit or require, mean any or each of the Applicant/s]- whether individuals, proprietary concerns, partnerships, Hindu Joint Family, societies, trusts or private/public companies or any other bodies or associations (whether incorporated or not), who wish to either avail of financial assistance detailed below (the “**Facility**”) from ICICI Bank for the purposes of purchase of certain Product(s) as more specifically described below in this Application Form or for any other purpose specified below in this Application Form (the “**Purpose**”) are required to fully fill-in and submit this Application Form (and along with all other necessary details and documents) to ICICI Bank for applying for the same.
3. ICICI Bank shall be entitled at its sole and absolute discretion to reject/approve any Application Form submitted by the Applicant(s).
4. Upon consideration of the Application Form and all other additional documents necessary or required for consideration of the Application Form, submitted by the Applicant(s), and if the same is to the satisfaction of ICICI Bank, ICICI Bank shall disburse or permit drawals the requested Facility to the Applicant(s).
5. The Applicant(s)’s request for the Facility vide this Application Form, and the sanction of the same by ICICI Bank and/or disbursement of the Facility, shall be subject to and governed by “**ICICI Bank Limited’s (All-India) Standard Terms & Conditions for Facilities For Purchase Of/Against Products**” registered on _____ with the Sub-Registrar of Assurances, Andheri-No.1, Mumbai as Document No. – _____ in Book IV (hereinafter referred to as the “**Standard Terms**”), a copy of which has been handed over to the Applicant, as well as the terms and conditions specified/referred to herein.
6. All capitalised terms used but not specifically defined in this Application Form shall have the respective meanings ascribed to them under the Standard Terms.

IIA Details of the Applicant(s) (for individuals/sole proprietary concerns)

1. Name of Applicant: _____
2. Residence Address: _____ Pin: _____
Landmark: _____ Tel: _____ STD code: _____
3. If self employed, Name of proprietary concern / firm: _____
4. Office Address: Same as stated in 2 above **OR** _____
_____ Pin _____ Landmark: _____
(please select)
Tel: _____ Fax: _____ STD code: _____ Mobile: _____
5. Address for communication: Residence / Office address as stated above (please select)

IIB Details of the Applicant(s) (non-individuals)

1. Name: _____
2. Nature: Partnership / HUF / Trust / Society / Private company / public company (please select)
Others: _____ (please specify)
3. Principal Office/Regd. Office Address: _____
Pin: _____ Landmark: _____ Tel: _____ Fax: _____
4. Branch or Local Office Address: _____
Pin: _____ Landmark: _____ Tel: _____ Fax: _____
5. Address for communication: Address specified under 3 / 4 above (please select).
Contact person: Name _____ Designation _____
Tel: _____ Fax: _____

IIC Details of the Co-Applicant(s)/Guarantor(s) (for individuals/sole proprietary concerns)

1. Name of 1st Co-Applicant/third party Guarantor: _____
2. Residence Address: _____ Pin: _____
Landmark: _____ Tel: _____ STD code: _____
3. If self employed, Name of proprietary concern: _____
4. Office Address: Same as stated in 5 above **OR** _____
_____ Pin _____ Landmark: _____
(please select)
Tel: _____ Fax: _____ STD code: _____ Mobile: _____



5. Address for communication: Residence / Office address as stated above (*please select*)

¹IID Details of the Co-Applicant(s)/Guarantor(s) (*non-individuals*)

1. Name of 1st/2nd Co-Applicant/third party Guarantor: _____
2. Nature: Partnership / HUF / Trust / Society / Private company / public company (*please select*)
Others: _____ (*please specify*)
3. Principal Office/Regd. Office Address: _____
Pin: _____ Landmark: _____ Tel: _____ Fax: _____
4. Branch or Local Office Address: _____
Pin: _____ Landmark: _____ Tel: _____ Fax: _____
5. Address for communication: Address specified under 3 / 4 above (*please select*).
Contact person: Name _____ Designation _____
Tel: _____ Fax: _____

Note: In case any one or more of the Applicant(s)/Guarantors / third party security providers is/are a Partnership firm/ company / society / trust/ any association of persons (whether incorporated or not), then details as to the name, address, nationality and details of all the partners/directors/ trustees/management is to be provided along with this Application Form by the Applicant(s)/Guarantors/ third party security providers.

III DETAILS OF THE FACILITY AND OTHER CHARGES

- 1(a) Facility in the nature of : Rupee Loan
- 1(b) Facility amount: Not exceeding Rs. _____ (Rupees _____ only) at any time.
2. Interest: In accordance with the terms specified in the Annexure(s).
3. Purpose of the Facility: In accordance with the terms specified in the Annexure(s).
***Note: If requirement is for sanction/approval of an overall limit with specific disbursements required from time to time, then in such event, and notwithstanding sanction/approval by ICICI Bank of such overall limit as applied for, a specific written application/annexure would need to be made and submitted by the Applicant(s) to ICICI Bank for each required disbursement.**
4. Facility is to be disbursed to the persons mentioned in the Annexure(s)
- 5(a). Processing fees/charges: As specified in the Annexure(s)
- 5.(b) Other charges: _____
6. Repayment: In accordance with the terms specified in the Annexure(s).
7. Advance Instalments: In accordance with the terms specified in the Annexure(s).
8. Mode of Payment/repayment of the Instalments – Please select any one of the options mentioned below:
 - (a) by post-dated cheques (“**PDC method**”)
 - (b) by the Electronic Clearing System (Debit Clearing), as notified by the RBI (“**ECS method**”)
 - (c) by direct debit from the applicant/s’ bank account with ICICI Bank (“**Direct Debit method**”)
 - (d) by deduction from the applicant/s’ salary (“**Salary Debit method**”)
 - (e) Direct payment by cash/cheque/draft in favour of ICICI Bank
 - (f) any other method _____ (*please specify*)
9. Details of additional/security post-dated cheques submitted to ICICI Bank: As specified in the Annexure(s)
10. Prepayment charges: ___ % of the then outstanding amount of the Facility, or any other rate as stipulated by ICICI Bank from time to time.
11. Charges per Cheque Bounce: Rs. _____.
12. Cheque / repayment mode swap charges: Rs. _____.
13. Cheque re-presentation charges: Rs. _____.
14. Applicable Rate: Rate of interest applicable to the Facility as mentioned in the Annexure to the Application Form.
15. Default interest (applicable on payment defaults): Applicable Rate + ___% p.a plus applicable taxes or other statutory levies, if any
16. Charges for missed due date: _____

Note:

- (i) **The charges / interest rate(s) specified in this Application Form and / or the other Transaction Documents in relation to the Facility are non-refundable in nature and the rates are changeable, at the discretion of ICICI Bank, from time to time. ICICI Bank shall endeavour to give notice of such changes.**
- (ii) **The charges for missed due date shall be payable by the Applicant/s to ICICI Bank under the ECS method, Direct Debit method, the Salary Debit method and any other payment method selected by the Applicant/s (except the PDC method) for every instance that Instalment/s is/are not paid to/received by ICICI Bank in**

accordance with the repayment schedule specified above (irrespective of the reasons for such non-payment/non-receipt).

- (iii) The cheque re-presentation charges shall be payable in each instance that any post-dated cheque is dishonoured (under any of the payment modes) and consequently represented OR in each instance that a post-dated cheque is presented when any Instalment/s is/are not received by ICICI Bank by/upon issue of debit instructions under the ECS method or Direct Debit method or any other payment method (other than the PDC method) selected by the Applicant/s for any reasons whatsoever.
- (iv) Service tax and all other applicable taxes / statutory levies, if any, will be charged additionally.

IV. DETAILS OF THE PRODUCTS

As specified in the Annexure(s).

Note: The aforementioned products, as specified in the Annexure(s), are collectively referred to as “Product(s)”, which expression shall include the chassis and the body to be constructed/fitted on the chassis (where any of the Product(s) is/are motor vehicles) and all accretions, additions and accessories (including any additional body building/modifications works, additional components and engine/part upgrades, etc.) made/done to the Product(s).

V. DETAILS OF ASSET(S) OFFERED AS SECURITY

As specified in the Annexure(s).

VI. DECLARATIONS BY THE APPLICANT AND CO-APPLICANT

1. I/We declare that all the particulars and information and details given/filled in this Application Form are true, correct, complete and up-to-date in all respects and that I/We have not withheld any information whatsoever. I / We agree and confirm that all annexures to this Application, whenever executed by me / us, are deemed to be an integral part of this Application Form.
2. In addition to the representations, declarations, warranties and confirmations given by me/us in this Application Form, I/We do hereby represent, warrant, make and confirm to ICICI Bank each of the representations, declarations, warranties and confirmations set out in the Standard Terms and do hereby further represent, warrant and confirm to ICICI Bank that each of such representations, declarations, warranties and confirmations are, true, correct, valid and subsisting in every respect as of the date of this Application Form, and all such representations, declarations, warranties and agreements shall survive the execution and delivery of this Application Form, the provision of the Facility pursuant to this Application Form and the repayment/payment in full of the Facility and all monies in respect thereof.
3. I/We confirm that no insolvency proceedings or suits for recovery of outstanding dues or monies whatsoever or for attachment of my/our Assets or properties and/or any criminal proceedings have been initiated and/or are impending against me/us and that I/we have never been adjudicated insolvent by any court or other authority. I/we have not taken any action and no other steps have been taken or legal proceedings started by or against me/us in any court of law / other authorities for winding up, dissolution, administration or re-organisation or for the appointment of a receiver, administrator, administrative receiver, trustee or similar officer or for my/our assets.
4. I/We confirm that I/we shall not use the Product(s) or the Facility (or any part thereof) for any improper or illegal or unlawful purposes/activities or adapt or alter the Product(s) for any improper or illegal or unlawful act.
5. To the extent that any details or documents of the Product(s) is/are not available with me/us at the time of submitting this Application Form, I/we undertake to furnish all such details or documents of the Product(s) to ICICI Bank (in such format as may be required by ICICI Bank), within 3 days (or any other period as specified by ICICI Bank) of receipt of the Products / such details or documents in respect of the Products/ the Registration Number of the Products (where the Products is/are motor vehicles or other Products requiring registration under any applicable laws).
6. I/We undertake to inform ICICI Bank regarding any changes whatsoever in my/our addresses and/ or the address where the Product(s) is/are located/fixed/kept, as specified hereinabove or my employment/profession and to promptly provide such further information that ICICI Bank (or its designated group companies or agents or representatives) may require.
7. I/We authorize ICICI Bank and all its group companies and their agents to exchange, share or part with all the information relating to my/our loan details and repayment history to other ICICI Bank group companies, banks, financial institutions, credit bureaus, agencies, statutory bodies etc. as may be required or as they may deem fit and shall not hold ICICI Bank (or any of its group companies or its/their agents) liable for use/sharing of this information.
8. I/We have fully read and understood the Standard Terms, copy of which has been provided to me/us.
9. I/We acknowledge and agree that the grant of the Facility by ICICI Bank to me / us shall be subject to compliance by me / us of the Standard Terms and the terms and conditions set out under this Application Form (collectively, the “**Loan Terms**”) as well as the other Transaction Documents; (ii) All the terms and conditions set out in the Loan Terms shall govern and apply to the Facility and all my/our obligations (as well as ICICI Bank’s rights and remedies) in relation thereto, if the Facility applied for by me/us herein is sanctioned and granted by ICICI Bank based on my/our application. I/We have fully understood and acknowledge the consequences of an Event of Default, as well as ICICI Bank’s rights and remedies thereupon, as set out under the Loan Terms.

10. I/We undertake and confirm that I/we shall ensure that the guarantor(s), if any, observe all the covenants, terms, conditions, restrictions and prohibitions of the guarantee/s and I/We agree that any violation of the same by the guarantor(s) shall constitute an event of default under the Facility and ICICI Bank shall be at liberty to recall the Facility and enforce the rights and remedies available to it.
11. I/We confirm that all details and terms (including the amount of the Facility, interest rate, bounce charges, cheque representation charges, Default interest, prepayment charges, number and amount of each instalment, number and amount of the advance instalments, etc.) have been filled-in in this Application Form prior to submission of the same to ICICI Bank and that there are no blanks. I/we confirm that all charges with respect of cheque bouncing, cheque representation, swap charges, etc. as mentioned hereinabove shall be borne by me/us without any demur or delay. I/We acknowledge and confirm that I/we have perused, understood and agreed to ICICI Bank's method of calculating the Instalments.
12. I/We understand and acknowledge that the Facility if provided by ICICI Bank, based on this Application Form submitted by me/us, is a commercial transaction and I/we waive any defence under usury or other laws relating to the charging of the interest.
13. I/We acknowledge and confirm that ICICI Bank makes and has made no representation or warranty as to the quality, condition, fitness and performance of the Product(s). I/We shall be solely and exclusively responsible for the quality, condition, fitness and performance of the Product(s) and for getting/ensuring delivery of the Product(s) from the manufacturer/dealer/seller, as the case may be, and ICICI Bank shall not be liable or responsible in any manner whatsoever for any delay in delivery (or non-delivery) of the Product(s) or any demurrage costs or for any defect or variation in the quality, condition or fitness or performance of the Product(s) or any guarantees or warranties given by the manufacturer/dealer/seller in respect thereof. ICICI Bank shall not be liable for any representations or warranties, whatsoever made by any manufacturer/dealer/seller or their agents with respect to the Product(s), in any manner.
14. I/We understand and acknowledge that ICICI Bank shall have the absolute discretion, without assigning any reasons (unless required by applicable law), to reject our application and not sanction/disburse the Facility and that ICICI Bank shall not be responsible/liable in any manner whatsoever to me/us for such rejection or any delay in notifying me/us of such rejection and any costs, losses, damages or expenses, or other consequences, caused by reason of such rejection/non-disbursement or any delay in notifying me/us of such rejection/non-disbursement.
15. I/We declare that : (i) I/we am/are competent and fully authorised to issue such declarations, confirmations, agreements and undertakings and submit this Application Form for the purposes of borrowing/availing of the requested Facility, and to execute all other documents required by ICICI Bank for such purpose; (ii) all such letter(s) of authorities / power(s) of attorney, if any, executed by me/us in favour of any person/s and which is/are submitted to the Bank, is/are valid, subsisting and has/have not been revoked by me/us.
16. I/We acknowledge and confirm that all the Loan Terms shall be fully and completely binding on (and strictly complied with by) me/us in the event of this Application Form being accepted by ICICI Bank and/or the Facility (or any part thereof) applied for by me/us being sanctioned/granted/disbursed by ICICI Bank and/or the Product(s) being delivered to me/us pursuant to instructions/confirmation given by ICICI Bank to the manufacturer/dealer/seller specified hereinabove, without any requirement of any further/specific confirmation from ICICI Bank to me/us of such sanction/disbursement and that, in such event, the Loan Terms shall take effect and be binding with effect from the date of this Application Form. I/We further acknowledge and confirm that any delivery order or instructions or confirmation given by ICICI Bank to the manufacturer/dealer/seller of the Product(s) of having approved the Facility and to deliver the Product(s) to me/us shall, where ICICI Bank has provided credit or has some other financial arrangement to/such manufacturer/dealer/seller and notwithstanding that no monies have actually been paid to such manufacturer/dealer/seller, also constitute and be deemed as a disbursement of the Facility pursuant to this application submitted by me/us and that the Loan Terms shall be fully and completely binding on (and strictly complied with by) me/us upon such event also. Disbursement(s) made, at my/our request/instructions and behalf, to any person(s) shall be binding on me/us.
17. I/We shall bear all interest tax as may be levied from time to time under the Interest Tax Act, 1974 and all other imposts, duties and taxes of any description/nature whatsoever as may be levied from time to time by the Government or any other authority pertaining to, or in connection with, the Facility, interest and any other monies in connection with the Application Form and the Facility and also deliver to ICICI Bank evidence satisfactory to ICICI Bank (including all relevant tax receipts in originals) that the payment of such dues have been duly paid to the appropriate authority within 20 days of the payment being made.
18. I/We shall also bear all the taxes or duties as applicable from time to time, by whatever named called, in connection with the Product(s).
19. This Application Form has been duly and validly executed by me/us or on my/our behalf and when accepted/acted upon by ICICI Bank would constitute legal and valid obligations that are binding on and enforceable against me/us in accordance with the Loan Terms hereof. I/We confirm that the initials on this Application Form are made by me/us and the validity of such initials shall not be disputed by me/us.
20. Except to the extent disclosed to ICICI Bank, no director or a relative/near relation (as specified by RBI) of a director of a banking company (including ICICI Bank) or a relative/near relation (as specified by RBI) of a senior officer of ICICI Bank (as specified by RBI) is: a partner of our concern, or a trustee, member, director, manager, employee of our concern, or of our subsidiary, or our holding company, or a guarantor on my/our behalf, or holds substantial interest in our concern or my/our subsidiary or holding company
21. Please tick Yes or No, as acceptable to the Applicant(s) -- Y OR N :

The Applicant/s has/have no objection to ICICI Bank Limited, its group companies, agents / representatives to provide me/us information on various products, offers and services provided by ICICI Bank Limited / its group companies through any mode (including without limitation through telephone calls / SMSs / emails) and authorise ICICI Bank Limited, its group companies, agents / representatives for the above purpose.

22. I /We agree that ICICI Bank reserves the right to : (i) offer me/us, in the event my/our accounts have been maintained in good standing as per the credit norms of ICICI Bank, certain facilities, memberships and services at such fees and on such terms and conditions as it may deem fit; (ii) waive or reduce the fees and to withdraw such benefit at any time without prior notice to me/us and without any liability to ICICI Bank. Any termination of the Facility because of a violation of the Loan Terms, shall result automatically in the termination of such facilities and services. ICICI Bank shall not be liable, in any way, to me/us, in case of defect or breach in the performance of carrying out any facilities, memberships or services or the non-performance thereof, whether by ICICI Bank or any other third party. ICICI Bank reserves the right to use the information provided by me/us on my/our application and during surveys, information from external sources, including consumer reports, for marketing activities carried out by ICICI Bank / its affiliates. ICICI Bank may use this information to develop mailing lists that may be used by companies with whom ICICI Bank shall work to develop marketing offers for me/us. ICICI Bank reserves the right to revise the policies, features and benefits offered on the Facility from time to time and may notify me/us of any such revisions/changes in any manner as deemed appropriate. I/We agree to be bound by such revisions/changes unless the Facility is repaid / cancelled before the date on which the revisions/changes are made. The details of all transactions recorded in the borrowing /loan account of mine/us may be shared with credit reference agencies, lenders and/or other agencies for the purposes of assessing further applications for credit by the Borrower and/or his / her family members, and for fraud prevention.

Execution/Signature/Affixation of thumb print by/of the Applicant and Co-Applicant

Signature of the Applicant: _____
Name: _____

Signature of the Co-applicant: _____²
Name: _____

In case of partnership/ HUF/ association of persons: For and on behalf of [_____] and each of the following partners/members of the firm/HUF/association:

* _____
_____.

****Name
Signature**

[*Names of all partners/members to be specified.

**Signature by all the Partners/members is required unless a letter of authority is executed by all partners/members in favour of the signatories]

In case of company/society/ trust:

For and on behalf of [_____]

x _____
Name of the Authorised Signatory:
Designation:

x _____
Name of the Authorised Signatory:
Designation:

Date:
Place

Date and details of the authority letters or resolutions, if any, authorising the borrowing and/or execution of this Application Form:

1. Date: _____ passed/issued by: _____
2. Date: _____ passed/issued by: _____

x-----x-----
x-----

**FARM EQUIPMENT LOANS FOR AGRICULTURAL SECTOR – CREDIT FACILITY APPLICATION FORM
TEAR-AWAY ACKNOWLEDGEMENT** **Sr. No.**

_____ (to be given to/retained by the Applicant)

Dear Sir/Madam,

This is to acknowledge receipt of your Credit Facility Application (No. _____ dated _____), _____ no of PDCs, _____ no. of SPDCs and thank you for the same. Our representatives shall be in touch with you in connection with the same.

DSE Signature _____ DSE Name: _____
DSA/ CF Name: _____ SE Phone No: _____
Location: _____
Date : _____

DSA / CF Stamp: _____

² For individuals/sole proprietors

