

Annexure D- Application for Facilities backed by 100% Fixed Deposit (Non-Fund Based)

To
The Branch Manager,
ICICI Bank Ltd
_____ Branch

Date : DD/MM/YYYY

(1) I/ We, _____ << name of the Borrower >> _____ (“Borrower”), hold current/ savings account number _____ with you (the “Account”). I / We request ICICI Bank Limited (“ICICI Bank”) to issue a Bank Guarantee (“BG”)/Letter of Credit (“LC”) (“the Facility”), as per format enclosed and as per details given below against the security of the Fixed Deposit (“FD(s)”) described below:

Particulars	Details
Type of Bank Guarantee	Performance/ Financial/ Others:
Beneficiary Name	
Beneficiary Address	
Currency & Amount	Currency Amount
Amount of Bank Guarantee/Letter of Credit (in words)	
Purpose	
BG Tenor	Years Months Days
LC Expiry	
Claim Period* (if any)	
Beneficiary Bank IFSC Code*	

*Applicable for BG only

Details of the FD(s) arranged as security:

Name of the Depositor(s) (the “Depositor”)	FD No. / FD Application No.	FD Date	Final Maturity Date of FD	Amount (in Rs.)

Open New FD(s)

I/we _____ (the “Depositor”) authorize ICICI Bank to debit my / our current/ savings account no. _____ with ICICI Bank for Rs. _____ for opening a new FD(s) as per following details:

Name of the Depositor(s) (the “Depositor”)	Amount (in Rupees) of FD(s)	Period of FD(s)	Renewal Instructio n	Type of FD(s)
		---- year ----- month ____ days	<input type="checkbox"/> Auto- renewal mode	<input type="checkbox"/> Monthly interest payout <input type="checkbox"/> Quarterly interest payout <input type="checkbox"/> Interest payout on maturity

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

- (a) all terms and conditions, applicable to FD(s) with ICICI Bank and as uploaded on www.icicibank.com, not expressly over-riden 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 ICICI Bank , at its sole discretion, applicable from time to time.
- (b) ICICI Bank is authorised to renew the FD(s) during the subsistence of the Facility or for the tenor of any

or all of the BG/ LC so issued under the Facility(ies).

- (3) Interest Rates, Commission and Charges:** I/We agree and undertake to maintain cash margin and pay interest, charges, fees and commissions on the BG / LC facility at the following rates:

Cash Margin to be maintained	Upfront Commission	Upfront Processing Fee for the Facility	Interest payable on the non-payment of the BG / LC on due date	Other Charges/ Fees
___% of the BG / LC Facility amount	___% per annum on the amount of BG /LC		I-MCLR ¹ ___ + ___% Spread	

I/We authorize ICICI Bank Limited to debit the Account towards additional margin requirements in case of market movement in foreign currency resulting in the amounts of the cash / FD(s) not satisfying the cash margin requirement. I/We undertake to bring in additional cash/FD(s)/security to the satisfaction of ICICI Bank.

- (4)** I/ We hereby declare and confirm that: **(a)** I/ We, the Borrower and/ or the Depositor, confirm that I/ we have paid all taxes payable under applicable taxation laws and undertake to pay all taxes (without any demur, protest or delay) during the currency of the Facility; **(b)** the Facility(ies), the FD(s) or any part thereof is not in contravention or evasion of the provisions of all or any applicable laws; **(c)** I/We 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 :

Name of the bank/financial institution & branch	Fund based (in millions)	Non Fund Based (in millions)
	Rs.	Rs.

(d) I/we 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.

- (5)** 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, charges, expenses and monies whatsoever stipulated in, or payable in respect of the Facilities. I / we also authorize ICICI Bank to debit the above Account or liquidate the FD(s) mentioned above to make payments in case of invocation of the BG by the Beneficiary even though it may lead to pre-mature closer of the FD(s).
- (6)** The Borrower and/ or the Depositor, hereby give specific consent to ICICI 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) (the "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 ICICI Bank, as and when requested by Information Utilities.
- (7)** I/We have read and understood the "Terms and Conditions for OD/LC/BG/LUT/Inland bill discounting /Export finance (pre-shipment/post-shipment/both) facility against FD / RD", duly registered on June 17, 2014 with the sub-registrar assurance V, New Delhi vide registration no. 649 in book no.4, vol no. 4051 from pages 82 to 95 (the "Terms and Conditions"), a copy of which has been handed over to me. I/We agree to abide and ensure that the Depositors abide, by the same at all times.
- (8)** 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 ICICI Bank, I/We the Depositors, hereby: **(a)** create security interest and charge over the aforesaid FD(s) and all underlying amounts in favour of ICICI Bank to secure the Facilities; **(b)** expressly waive all rights possessed by me/ us in relation to the aforesaid FD(s) and the underlying amounts; **(c)** expressly discharge ICICI Bank of all its obligations in relation the aforesaid FD(s); **(d)** expressly authorize ICICI Bank to set off such monies due from me/ us/ the Borrower against any or all of the aforesaid FD(s); **(e)** confirm that there are no subsisting security interests / encumbrances on / assignments of the aforesaid FD(s) (other than in favour of ICICI Bank) and I/ We agree not to create security interest on / assign / dispose of / encumber such FD(s) to any

¹ "I-MCLR" means the percentage rate per annum decided by the ICICI Bank and announced / notified by ICICI Bank from time to time as its Marginal Cost of Funds Based Lending Rate ("MCLR") in terms of the guidelines of Reserve Bank of India. ICICI Bank publishes I-MCLR for five tenures namely overnight, one-month, three-month, six-month and one year.

person; **(f)** undertake to and shall ensure that the details of the security created in favour of ICICI Bank over the aforesaid 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 ICICI Bank; **(g)** declare and confirm that ICICI Bank shall be entitled to hold the aforesaid 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 ICICI Bank is valid and enforceable in all respects; **(i)** agree to comply with and abide by the Terms and Conditions, to the extent applicable to me/ us.

Nothing herein contained shall prejudice or adversely affect any general or special lien or right to set-off to which ICICI Bank is or may by law or otherwise be entitled or any rights or remedies of ICICI Bank including in respect of any present or future security, guarantee, obligations of the Borrower/ Depositor.

(9) In case the Borrower/ Depositors are a partnership firm, the partners of the Borrower/ Depositor hereby declare that the partners named in the signature clause are the only partners of the Borrower/ Depositor and they undertake to advise in writing of any changes in the partners or constitution of the partnership firm of the Borrower/ Depositor. The partners of the Borrower/ Depositor further declare that they are authorized to avail the Facility(ies) / provide the securities on the aforesaid FD(s) and execute all transaction documents in relation thereto and are jointly and severally liable to ICICI Bank for the performance of all obligations under the transaction documents.

<p>Name of the Borrower:</p> <p>Signed and delivered for and on behalf of M/s _____ (a proprietorship firm, partnership firm / public limited company / private limited company / HUF / limited liability partnership, by / through its proprietor / partners/ authorized signatory / Karta</p> <p>Mr. / Ms. _____</p> <p>Mr. / Ms. _____</p> <p>Mr. / Ms. _____</p> <p>Mr./ Ms. _____</p>	<p>Signature</p>
<p>Name of the Depositor:</p> <p>Signed and delivered for and on behalf of M/s _____ (a proprietorship firm, partnership firm / public limited company / private limited company / HUF / limited liability partnership, by/ through its proprietor / partners/ authorized signatory / Karta</p> <p>Mr. / Ms. _____</p> <p>Mr. / Ms. _____</p> <p>Mr. / Ms. _____</p>	<p>Signature</p>



For Internal use only – Appraisal Note

FACILITY DETAILS

Type	Nature of Limit BG/LC	CCY	Existing Limit Amount	Proposed Limit Amount
Parental Limit		INR		
Non Fund Based Limits		INR/FCY		
Total Limit				

Limit Expiry Date	
Standard NWC	Yes/No

“Bank Acknowledgment”

(Relationship Manager / Bank Official not below the rank of AM-I must acknowledge copy of the application and ensure that application contains all the Borrower’s and the Depositor’s signatures on same page)

Declaration:

1. I confirm that I have provided a copy of the application form to the borrower as an acknowledgement and that the application form has been signed by Borrower and Depositor in my presence.
2. I confirm that the documentation specified in the i-Legal – DMS for the facility will be executed by the client before disbursement or issuance. None of the borrower or their partners/directors are in the RBI’s / RBI’s Caution list/ ECGC /ICICI Bank list of defaulter’s. The borrower or their partners /directors etc. are not facing any litigations which have been initiated by other lenders, the borrower is not a wilful defaulter or appears in the RBI caution list.
3. I confirm that I have conducted the due diligence on the customer is in line with the KYC guidelines and I have also obtained all documents mentioned in prevailing KYC guidelines. The validity periods of all facilities are co-terminus with the FD maturity date.

RECOMMENDATION:

The approving authority is requested to sanction the above facility.

Approving Authority:

We have gone through the credit related authorization as currently in force and having done so, confirm the approval of above proposal falls within the authority

Employee id :

Employee ID :

Name :

Name :

Grade :

Grade :