

CITIBANK STOCK POWER

ACCOUNT OPENING FORM



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GUIDE FOR EASY COMPLETION OF THE FORM

Dear Customer,

Thank You for choosing to open the Citibank Stock Power account - an overdraft facility against the collateral of your investments in select equity shares, mutual funds and other securities* approved from time to time.

To expedite the processing of your overdraft account, please fill and sign the form at all places marked as "B" (Borrower) and/or "G" (Guarantor, if any) and submit the same along with the necessary documents mentioned in the checklist below.

For your information, the various terms used in this document are explained below:

- **Borrower** : the first named borrower or the first holder of the Stock Power account
- **Co-Applicant** : the other joint borrowers or account holders
- **Borrowers** : collectively used for Borrower and Co-Applicant(s)
- **Guarantor** : Any third party whose securities are being pledged
- **Bank or Citibank** : refers to Citibank,N.A.

* The Bank may, at its own decision, from time to time, decide on the list of approved securities against which a Facility may be provided.

CHECKLIST OF DOCUMENTS REQUIRED

For a Stock Exchange Broker

Please check with the Relationship Manager for the list of documents required.

For Individual/s

1. Loan document has been completely filled and signed. Please sign across the photograph as well. Please mention "N.A." or strike off any blank fields in the form.
2. Please check and ensure that the following documents have been attached
 - 1 Photograph for each of the holders with signature behind the same
 - 1 Photograph for each Guarantor, if any, with signature behind the same
 - Photocopy of the PAN Card for all the borrowers
 - Photocopy of the PAN Card for all the guarantors, if any
 - Introduction for all the holders
(Photocopy of Passport/Driving License or Citibank Credit Card)

Please Note: Only the first holder of the account(s) from which the securities are to be pledged can be the Borrower (first holder in the Stock Power account). If the securities are pledged from multiple accounts, the first holder of all these accounts must be the same.

TO BE FILLED IF ACCOUNT IS BEING OPENED BY INDIVIDUAL(S)

Please open my/our Stock Power Account as per details given below:

BORROWER/FIRST HOLDER INFORMATION

Name	:	<input type="checkbox"/> Mr. <input type="checkbox"/> Ms. <input type="checkbox"/> Dr.	:	<input type="text"/>
Resident Status	:	<input type="checkbox"/> Resident Indian	<input type="checkbox"/> Others	<input type="text"/>
Date of Birth	:	<input type="text"/>	<input type="text"/>	<input type="text"/>
Occupation	:	<input type="checkbox"/> Salaried	<input type="checkbox"/> Self Employed	<input type="checkbox"/> Retired
			<input type="checkbox"/> Others	<input type="text"/>

RESIDENCE ADDRESS

Residence Address	:																																		
														City:											Zip/Pin Code:										
														State:											Country:										
Contact Numbers	:	Tel No.(1):												Tel No.(2):												Fax:									
E-Mail ID	:																			Mobile:															

OFFICE ADDRESS

[illegible]

Correspondence Address: ☐ Residence Address ☐ Office Address Customer Signature:

PAN NUMBER (please attach a copy of the PAN card)

P.A.N Number : | | | | | | | | | | Circle/Ward/District: | | | | | | | | | |

EXISTING CITIBANK RELATIONSHIPS

/We have an existing Citibank Account as per details below:

Type	: <input type="checkbox"/> Current	<input type="checkbox"/> Savings	<input type="checkbox"/> Overdraft	<input type="checkbox"/> Mortgage	<input type="checkbox"/> Credit Card
Account Number	:	<input type="text"/>		Branch:	<input type="text"/>
Other Relationships, if any (please provide details) :					

APPLICATION FOR ATM/DEBIT CARD, CITIPHONE AND CITIBANK ONLINE

Would you like to apply for an ATM/Debit Card? ☐ Yes ☐ No

Name to appear
on the card :

Would you like to apply for Citibank Online Internet Banking? ☐ Yes ☐ No

CO-APPLICANT/SECOND HOLDER INFORMATION

Name : ☐ Mr. ☐ Ms. ☐ Dr. :

Resident Status : ☐ Resident Indian ☐ Others

Date of Birth :

Occupation : ☐ Salaried ☐ Self Employed ☐ Retired ☐ Others

RESIDENCE / OFFICE ADDRESS

Residence/Office Address :

City: Zip/Pin Code:

State: Country:

Contact Numbers : Tel No.(1): Tel No.(2): Fax:

E-Mail ID : Mobile:

PERMANENT ADDRESS

Permanent Address :

City: Zip/Pin Code:

State: Country:

Contact Numbers : Tel No.(1): Tel No.(2): Fax:

E-Mail ID : Mobile:

Correspondence Address: ☐ Residence / Office Address ☐ Permanent Address

PAN NUMBER (please attach a copy of the PAN card)

P.A.N Number : Circle/Ward/District:

EXISTING CITIBANK RELATIONSHIPS

I/We have an existing Citibank Account as per details below:

Type : ☐ Current ☐ Savings ☐ Overdraft ☐ Mortgage ☐ Credit Card

Account Number : Branch:

Other Relationships, if any (please provide details) :

APPLICATION FOR ATM/DEBIT CARD, CITIPHONE AND CITIBANK ONLINE

Would you like to apply for an ATM/Debit Card? ☐ Yes ☐ No

Name to appear on the card :

Would you like to apply for Citibank Online Internet Banking? ☐ Yes ☐ No

RM CONFIRMATION (FOR BANK'S INTERNAL USE)

I confirm that I have personally met Mr./Ms. at his/her Residence/Office/Permanent Address along with (if applicable). RM Name:

Source Code : Employee No. Signature:

Details of Credit facilities availed by the Borrower(s) against the security of shares/ mutual funds/other securities from other Banks/Financial Institutions (FI)

(Please mention "NIL" if there is no such credit facility that has been availed)

	First Holder	Second Holder	Third Holder
Bank/FI Name			
Bank/FI Branch			
Account/Loan No.			
Security			
Overdraft/Loan Limit			

FACILITY REQUEST

I/We would like to avail an overdraft facility of a maximum of

₹ (Rupees only)

for one year. This Facility may be renewed by Citibank,N.A. for further periods, at their sole discretion, on the expiry of the above period.

END USE DECLARATION

This is to confirm that the proposed overdraft amount of

₹ (Rupees only)

will be used for:

- ☐ Working Capital requirements (permitted only for SEBI registered Stock Brokers)
- ☐ Personal use (eg. wedding, purchasing an asset like TV, car, etc.)
- ☐ Education of self/children/dependents
- ☐ Purchase of land/house or Construction of a house
- ☐ Investments (purchase shares in primary/secondary market, rights issues, mutual funds, etc.)
- ☐ Investments will be done through Citibank
- ☐ Investments will be done through an intermediary other than the Bank
- ☐ 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 send prior intimation of the same to 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.

☒ 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.

THIRD PARTY/GUARANTOR INFORMATION

Guarantor 1

Name : ☐ Mr. ☐ Ms. ☐ Dr.

Resident Status: ☐ Resident Indian ☐ Others

Date of Birth:

Address:

City: Zip/Pin Code:

State: Country:

Tel No.(1): Mobile: E-mail:

Relationship with Borrower:

Introduction document submitted: 1. 2.

Photograph of
Guarantor 1

Please sign across the
photograph

Guarantor 2

Name : ☐ Mr. ☐ Ms. ☐ Dr.

Resident Status: ☐ Resident Indian ☐ Others

Date of Birth:

Address:

City: Zip/Pin Code:

State: Country:

Tel No.(1): Mobile: E-mail:

Relationship with Borrower:

Introduction document submitted: 1. 2.

Photograph of
Guarantor 2

Please sign across the
photograph

SIGNATURE REQUIREMENTS

This Account will be operated:

- ☐ singly by the sole holder ☐ jointly by all the joint holder/s
- ☐ any one of the signatories or survivor ☐ mandate/Power of Attorney holder
- ☐ jointly by _____
- ☐ as per the details in the attached Board Resolution
- ☐ others _____

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. The Limit in my/our account will change from time to time as per the change in the value of the underlying investments. I/We are required to regularize my/our account by making good the shortfall in the required margin, by way of pledging additional approved securities and/or repaying in part/full, the overdraft amount outstanding in my/our account. Failure to regularize my/our account may result in the Bank selling/liquidating the underlying pledged investments 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 Stock Power 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 sold/liquidated by me/us till such time the same are depledged, save and except in cases of enforcement of pledge by Citibank.
- In case of any delay by me/us in maintaining the required margin (as specified in Annexure to the Agreement-cum-pledge /lien/assignment-cum-guarantee), Citibank may take necessary steps to sell/liquidate the pledged securities to an extent that will ensure the account is regularized and the margin, as required, is maintained at all times.

DECLARATION & SIGNATURES

I/We hereby apply for the Citibank Stock Power account ("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 I/we are not Directors Promoters of the companies whose shares are pledged. In case, I/we intend to become Directors Promoters of any company whose shares are pledged, I/we will send prior intimation to the Bank and/or arrange to remove these from the list of pledged shares as per the Bank's rules. 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

☐ I/We hereby voluntarily requisition, accept and expressly authorise Citibank N.A and/or all the companies / entities / subsidiaries / affiliates thereof under Citigroup and their agents to exchange, share, disclose or use in any manner whatsoever, the information voluntarily provided by me / us herein, to offer and / or market and / or sell to me / us any of the products or services or any enhancements / upgradation / revisions thereof offered from time to time by Citibank N.A and/or all/any of the companies/entities/subsidiaries/affiliates thereof under Citigroup.

The form should be signed after all details are completely filled.

Name. <input type="text"/>	Signature : <input type="text"/>
Name. <input type="text"/>	Signature: <input type="text"/>
Name. <input type="text"/>	Signature: <input type="text"/>

(All applicants to sign. In case of Corporate Firm, the rubber stamp of the firm must also be affixed)

Photo of
sole first holder /
signatory

Please sign across the
photograph

Photo of
second holder/
signatory

Please sign across the
photograph

Photo of
third holder/
signatory

Please sign across the
photograph

ACKNOWLEDGEMENT

Received from ☐ Mr. ☐ Ms. ☐ Dr. on the application form for opening the Citibank Stock Power 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.

Date: <input type="text"/>	<input type="text"/>
Place: <input type="text"/>	Name: <input type="text"/> Signature: <input type="text"/>

PROMISSORY NOTE

To be signed by borrowers and Co-applicant(s) only, at each block marked 'B'

To
The Manager
Citibank, N.A., _____ Branch

Signature: **B** Sign Across

ON DEMAND I/We unconditionally promise to pay Citibank, N.A. or order at its office mentioned above, the sum of

₹ _____ (Rupees _____ only)

with interest therein at the rate of _____ % per annum or at such rate as may be assigned by Citibank from time to time in accordance with the terms of the agreement and directives of the Reserve Bank of India for value received. Presentment for payment and noting and protest of this Note are hereby unconditionally and irrevocably waived.

₹ _____
Date _____
Place _____

Signature:
B

Affix Re 1/- revenue stamp here and sign. Your signature should cover the stamp and this paper

(All joint holders to sign across the revenue stamp. In case of Corporates/Firms, authorized signatories (as per mode of operation) to sign across the revenue stamp along with the rubber stamp of the firm/corporate.

LETTER OF CONTINUITY

To be signed by all the Borrower(s) and Co-applicants only at each block marked 'B'

Date:

To
The Manager
Citibank, N.A., Branch

Signature: **B** Sign Across

Dear Sir/s,

I/We enclose my/our Promissory Note for

₹ (Rupees only)

payable on demand which is given to you as a security for the repayment by me / us to the Bank of any sum now due or which may hereafter be or become due by me/us to the Bank by way of overdraft in my/our current account and/or loans notwithstanding the fact that the overdraft and/or loans may from time to time, be reduced or extinguished, the intention being that the said security shall be a continuing security for any borrowing by me / us at any time to the Bank.

Yours faithfully,

Name.

Signature :
B

Name.

Signature:
B

Name.

Signature:
B

(All applicants to sign. In case of Corporates / Firms, rubber stamp is also required)

AGREEMENT-CUM-PLEDGE / LIEN / ASSIGNMENT-CUM-GUARANTEE

- To be signed by Borrowers and Co-borrowers on all pages, at each block marked B
- To be signed by Guarantors/third party Pledgors, at each block marked G
- All Borrowers / Co-borrowers / Guarantors / third party pledgors to initial at each block marked X

This Agreement made amongst:

- (1) the Borrower(s) / Co-Applicant(s) / Primary Pledgor(s), details whereof are given at the end of this Agreement (hereinafter referred to as the "Borrower(s)") of the First Part
- (2) the Third Party Pledgor(s) / Guarantor(s), the details whereof are given at the end of this Agreement, (hereinafter called the "Guarantor(s)" of the Second Part.
(The Borrower(s) and the Guarantor(s) are also hereinafter collectively referred to as the "Obligors").
- (3) Citibank,N.A., a national banking association duly constituted, registered and in existence in accordance with the laws of the United States of America now in force and having its Head Office at 399, Park Avenue, New York 10043, United States of America and having an office in India among other places at the address stated at the end of this Agreement, acting in its capacity as the Lender for the Overdraft Facility, (hereinafter called "the Bank") of the Third Part,

WHEREAS the Obligor(s) has/have requested the Bank to grant an Overdraft Facility up to a maximum amount as set out in the Annexure hereto or as may be specified in the Supplementary Schedules from time to time ("Overdraft Limit " or the " Limit ") to the Borrower(s),

AND WHEREAS the Bank, in consideration of the request, has agreed to grant an Overdraft Facility to the Borrower(s) upon such terms and conditions as are detailed hereinafter.

NOW IT IS HEREBY AGREED as follows:

A. ACCOUNT OPENING

1. Upon the request of the Obligor(s), the Bank agrees to lend and advance to the Borrower(s) and the Borrower(s) agree(s) to borrow the sum not exceeding the Overdraft Facility (" the Facility") , as specified in the Annexure or Supplementary Schedules to this Agreement, from the Bank upon the terms and conditions set out hereinafter. Provided that the Overdraft Facility amount available to the Borrower at any point in time shall be as computed under clause [C] below.
2. The Borrower(s) shall not request for the grant of the Overdraft Facility and/or any part thereof until the Bank shall have received in form and substance satisfactory to it, all the necessary documents required for the Account opening and granting of the Facility , as listed in this form as part of the Documents checklist or as may be modified from time to time as per the laws / regulations / Banks internal policy. This also includes evidence that all governmental, corporate and other approvals requisite for execution, delivery and performance by the Borrower of the Agreement are in full force and effect.
3. Each Obligor represents and warrants that
 - (a) it has (where it is other than an individual) power to enter into and perform this Agreement and has taken all necessary corporate and other action to authorize the execution, delivery and performance of this Agreement;
 - (b) the execution, delivery and performance of this Agreement shall not contravene any law or regulation to which any Obligor is subject or any provision of the constitutional documents of any Obligor and all governmental or other consents and approvals requisite for such execution, delivery and performance are in full force and effect;
 - (c) this Agreement constitutes a legally binding and enforceable obligation of each of the Obligors;
 - (d) no event which is, or, no event which (with the passage of time or the giving of notice or both) may become, one of the events of default has occurred;
 - (e) all information given by the Obligors to the Bank in connection with this Agreement is true, complete and accurate in all material respects and none of them is aware of any material facts which it has not disclosed to the Bank; and
 - (f) save as disclosed to the Bank in writing prior to the date of this Agreement, none of the loans, debts, guarantees or other obligations of any Obligor is secured by, and the execution, delivery and performance of this Agreement by any of them shall not result in the existence of, nor oblige any Obligor to create, any charge, pledge, lien or other encumbrance over any of its present or future revenues or assets.
4. The Borrower(s) as well as Third Party Pledgor(s) undertake/s to execute irrevocable Power of Attorney in favour of the Bank authorizing the Bank to transfer or sell the Securities.

B. TENOR

5. This Overdraft Facility shall be initially valid for a period of 1 (one) year from the date of Agreement. Based on the performance and the operations in the account, the Bank may, at its sole discretion, decide to roll over the Overdraft Facility for further periods of 1 (one) year each. Necessary intimation of the same may be sent to the Borrower(s) informing the Borrowers of the same. Where the roll over is not offered, all outstanding amount (principal amount and interest) shall be paid on or before the Termination Date ("Repayment Date") as set out in the Annexure hereto. The Facility shall not be available after the Termination Date. The Bank may, in its absolute discretion, agree to accept repayment on any other later date (the "Extended Repayment Date") after the Termination Date. If the Overdraft Facility is recalled, the Obligor(s) shall be bound to repay the entire outstanding amount of the Overdraft Facility granted, together with the accrued interest, on demand by the Bank, without any demur or protest.

C. COLLATERAL

6. The Obligor(s) represent(s) that it is his/their intention to pledge / charge / assign and hereby pledges / charges/ assigns the securities as specified in the Schedule of pledged securities hereto (hereinafter referred to as "Securities") in favour of the Bank to secure repayment by the Obligor(s), to the Bank, of the Overdraft Facility outstanding from time to time and payment of interest and all other amount payable by the Obligor(s) hereunder.
7. The amount of the Overdraft Facility shall depend on the value of the Securities which are the subject matter of the pledge / charge / assignment under this Agreement (as mentioned in the Schedule or the Supplementary Schedules hereto) at the time of the grant of the Overdraft Facility, margin requirements and other internal Bank policies. The term Securities shall have the meaning as ascribed to it in the Securities Contracts (Regulation) Act, 1956 - and including but not limited to any Life Insurance Policy assigned, Post Office Investments. The securities which are accepted by the Bank as collateral for the Overdraft Facility may be changed from time to time based on the internal criteria of the Bank / laws and regulations as may be applicable.
8. The overdraft facility is the maximum limit beyond which, the obligor (s) cannot draw. The Overdraft Facility so sanctioned/ granted / agreed to be granted by the Bank shall depend on the value of the Securities under pledge / charge / assignment, subject to the margin requirements as specified by the Bank and/or the Reserve Bank of India regulations as applicable from time to time. The margin requirements applicable may be applied at an account level or at an individual security level, and may be different across accounts and across securities.
9. The valuation of the securities shall be the market price for securities listed on the stock exchange(s) in India, the Net Asset Value (NAV) of the scheme as declared by the respective Fund Houses, surrender value of the Life Insurance Policy and/or Unit value for Unit Linked Investment Plans as declared by the Life Insurance company and the market price and/or the price available for other securities if they were to be sold / redeemed / surrendered / liquidated. The Bank may, at its discretion, decide to value the Securities at a price lower than the value computed as above. The Bank's decision on the valuation of the Securities shall be binding on the Obligor(s) and the Obligor(s) hereby undertake not to raise any dispute/claim/demand with the Bank in this regard.
10. The Securities under pledge / charge / assignment may be held with various intermediaries as acceptable to the Bank. While the Bank shall endeavor to get the Securities pledged / assigned at the earliest possible and set up the Overdraft Facility, it shall not be the Bank's responsibility to ensure the same and that the Bank shall not be responsible for any delay in confirmation of the pledge / charge / assignment by the intermediary and the resulting loss / charges / expenses / etc., if any, that may be incurred by the Obligors.
11. The Obligor(s) acknowledge(s) that the Securities which are the subject matter of the pledge / charge / assignment under this Agreement may be wholly in a dematerialized state or in a physical state (as may be relevant and/or applicable) or partly in one form and partly in another form. The Obligor(s) agree(s) that the applicable provisions of this Agreement shall operate depending on whether the Securities are in a dematerialized state or physical state, as the case may be. The Third Party Pledgor(s) / confirm(s) such acknowledgement and agreement with respect to all the Securities.
12. The Obligor(s) represent(s) that in relation to those Securities which are in a dematerialized state and held in a depository account, the Obligor(s) has/have entered into an agreement with the Depository Participant described in the Annexure in accordance with Section 5 of the Depositories Act, 1996 ("Depositories Act") and Regulation 41 of the Depositories and Participants Regulations 1996 ("D&P Regulations") and particulars of the Securities are entered in the respective records of the Participant and the Depository. All the particulars of the Participant and the Depository including their respective names and addresses have been furnished to the Bank and the Obligor(s) undertake(s) not to effect any change in either the Participant or the Depository without the prior permission of the Bank. Any change in the Participant or the Depository Participant without the prior written permission of the Bank shall be deemed to be an Event of Default (as defined in Clause 27 hereunder) for the purposes of this Agreement.
13. The Obligor(s) undertake(s) that being the present beneficial owner(s) of the Securities held in the depository account, the Obligor(s) shall follow the procedure prescribed under Regulation 58 of the D&P Regulations for creating pledge / charge / assignment of the Securities in favour of the Bank. The Obligor(s) acknowledge(s) and confirm(s) that forthwith upon the Depository recording and registering in its register the name(s) of the Obligor(s), the pledge / charge / assignment of the securities shall be deemed to have been created in favour of the Bank and the Obligor shall ensure that all documentary and other evidence and entries are recorded in accordance with Regulation 58 of the D&P Regulations, and the name of the Bank or its Depository Participant or its custodian as required by the Bank is registered by the Participant as the pledge / charge / assignment having created in respect of the securities in the records of the Participant so as to ensure that the effective and valid pledge on the Securities is created in favour of the Bank forthwith.
14. The Obligor(s) acknowledge(s) that the Overdraft Facility shall be made available only after the Bank has received intimation from the Participant in terms of Regulation 58(4) of the D&P Regulations to the effect that the Depository has made an entry in its records for securities held in the Depository account or from the respective issuer / other intermediary or agency appointed by them of the creation of the pledge / charge / assignment in favour of the Bank.
15. The Obligor(s) acknowledge(s) and confirm(s) that the Bank shall hold the pledge / charge / assignment over the Securities in accordance with the terms of the Depositories Act and the D&P Regulations.
16. The Obligor(s) undertake(s) that being the present beneficial owner(s) of the other Securities not held in the Depository account, the procedure prescribed by the respective issuers / other intermediaries or agencies appointed by him/them on his/their behalf shall be followed to create the pledge / charge / assignment in favour of the Bank. The Obligor(s) also undertakes, that he/they shall, at no point in time while the Facility is valid, apply for duplicate certificates for the Securities which are under pledge / charge / assignment with the issuer and/or any other intermediary or agency appointed by them.
17. The Securities that are pledged / charged / assigned shall be valued at regular intervals. The interval may be intra day / daily / weekly / fortnightly or such other frequency as the Bank may decide from time to time. The Facility shall accordingly be revised upwards or downwards based on the valuation and the margin requirements as may be applicable from time to time. The Bank may, at its discretion, decide to value the securities at a price lower than the value computed as above. The Bank's decision on the valuation of the Securities shall be binding on the Obligor(s) and the Obligor hereby undertakes not to raise any claims/demands/disputes in this regard.
18. The Obligor(s) agree(s) that any accretion to the said Securities by way of, bonus, right shares, conversion, warrants, split, consolidation, take-over and other benefits or corporate action from time to time accruing in respect of the said Securities or any part thereof shall be deemed to be pledged with the Bank and that the parties agree that there is no need for signing any additional supplementary pledge / charge / assignment in this respect. However, the Borrower and the Third Party Pledgor(s) agree to execute / sign all such other documents / forms / letters as may be deemed necessary by the Bank for this purpose. The Obligor(s) also agree(s) that in any such event, he/they undertake(s) to receive all such accretions in a dematerialized state in relation to the Securities that are pledged in a dematerialized state. The Obligor(s) also agree(s) to execute whatever documentation required either by the Bank, / the company as the issuer of the Securities or the Depository to facilitate corporate action.
19. If any of the Securities are to be withdrawn from the pledge / charge / assignment / created in favour of the Bank or in case any fresh securities are pledged in addition to existing Securities or in substitution of any Securities withdrawn, the procedure under the D&P Regulations shall be followed.
20. The list of Securities accepted as collateral, valuation of the securities, margin requirements and the amount of the Overdraft Facility may change from time to time and that the same shall be the exclusive decision of the Bank and shall be binding on the Obligor(s). The amount of the Overdraft Facility disbursed is repayable unconditionally on demand without any demur or protest at the Bank's absolute discretion. The Bank may, at its sole discretion, permit the Obligor(s) to provide new securities at the same, or at different "loan to value" (hereinafter referred to as "LTV") ratios, from time to time.

21. Notwithstanding anything contained in this Agreement, the Borrower(s) hereby pledges / charges / assigns and shall be deemed to have pledged / charged / assigned forthwith upon issue of the Securities (in the case of those securities which have not so far been issued) as security for repayment of the Overdraft Facility along with interest and other amounts payable hereunder. The Borrower(s) hereby records that the share certificates, the evidences, passbooks or any other document evidencing the right, title and interest of the Borrower(s) as the holder of the Securities shall be deposited and shall be deemed to have been deposited by the Borrower(s) as having been given upon the occasion of the deposit of the Securities as marketable securities as and by way of security by way of pledge / charge / assignment for repayment of the Overdraft Facility and this instrument accordingly shall be deemed to have been connected with the pledge of the marketable securities as contemplated by Section 24 of the Bombay Stamp Act, 1958 / Section 23A of the Indian Stamp Act or the relevant provisions of the Indian Stamp Act applicable in the relevant State.
22. It is hereby agreed that the Obligor(s) shall always maintain such a margin of Security as prescribed by the Bank from time to time, however, that at no time the aggregate outstanding amount of the Overdraft Facility, interest and other amounts payable shall exceed the value of the Securities and such margin. In the event the aggregate outstanding amount of the Overdraft Facility and other amounts payable by the Obligor(s) exceed the value of the Securities and the margin, the Obligor(s) shall jointly and severally provide additional or further securities in the form of shares, mutual fund units and other marketable securities acceptable to the Bank so as to ensure that the minimum margin of security is as required by the Bank and/or the regulations prescribed by the Reserve Bank of India and/or any other law(s). If such additional or further security is not provided, the Obligor(s) shall repay such amount that exceeds such margin and in the event of any of them failing to do so, whether or not any notice has been issued by the Bank, the Bank shall have the right to sell the securities as aforesaid and adjust the sale / redemption proceeds towards the outstanding overdraft amount in the account. And further that in the event of any default of any of the terms and conditions of the Overdraft Facility including failure to maintain the minimum margin of Securities, as aforesaid, the Bank shall have the right to sell the Securities without any consent of the Obligor(s), but with a notice only to the Primary Borrower to sell the Security at such price as may be available including by private sale or otherwise howsoever. Such demand for the replenishment of the margin of security may be made by the Bank or any third party appointed by the Bank either by phone, fax, email, SMS, telegram or by letter in writing to any of the Borrowers/Obligor(s)/Guarantors and irrespective as to whether or not it may have been signed on behalf of the Bank, and the notice so given shall be binding upon and valid against all the Obligor(s).
23. The pledged Securities would be a continuing security to the Bank for all monies which are due from the Obligor(s). It is declared by the Obligor(s) that the said Securities are free from any charge and that the Obligor(s) hereby undertake(s) to keep them and ensure that the same remains as such during the time the said Securities are pledged / charged / assigned with the Bank.
24. Any change in the Securities hereby pledged may be effected by the execution of one or more Supplementary Schedule(s). Such Supplementary Schedule(s) shall form a part and parcel of this Agreement and shall not require execution of a fresh agreement amongst the Parties hereto. Such change in the Supplementary Schedule(s) shall, inter alia, include withdrawal of existing Securities, substitution or lodgement of fresh or other securities, addition of further Securities, etc. Such withdrawal may be of any of the Securities pledged, whether belonging to or held in the name of the Borrower(s) or Third Party Pledgor(s) / Guarantor(s). Such withdrawal may be done by the Borrower(s) alone (by instructions given by the Borrower(s) in writing) even if any of such Securities belong to the Third Party Pledgor(s) / Guarantor(s) and the Third Party Pledgor(s) / Guarantor(s) hereby agree(s) that a withdrawal as aforesaid shall be deemed to have been done with the consent and concurrence of such Third Party Pledgor(s) / Guarantor(s) and that the Bank shall be entitled to act in accordance with such instructions from the Borrower(s).
25. In case the Borrower(s) avail the Overdraft facility against the pledge of an Insurance Policy issued by the Life Insurance Corporation of India or any other Insurance Company –
 - (a) The Borrower(s) shall be responsible for the payment of the premium within the due dates and ensure that the Insurance Policy is “in force” at all times.
 - (b) In the event, the Insurance Policy that has been assigned in favour of the Bank, is “Lapsed” for any reason including non-payment of premium, the Borrower(s) shall be solely responsible for all outstanding premium and dues payable thereon along with other formalities and requirements so as to enable the policy to be revived. The Bank reserves the right to surrender a lapsed policy to the Insurance Company, without giving any notice to the Borrower(s).
 - (c) If any survival benefit is due on the Insurance Policy or if the Insurance Policy is matured, the Borrower(s) hereby authorizes the Bank to submit the original Insurance Policy to the Insurance Company and collect the survival benefit amount or the maturity amount and credit the proceeds to the Overdraft account after deducting the expenses incurred by the Bank in collecting the proceeds. The Bank shall not be liable to give any notice to the Obligor(s) before submitting the original Insurance Policy to the Insurance Company for collecting the survival benefit amount or the maturity amount.
26. In case the Borrower(s) avails the Overdraft Facility against the pledge of Government of India, Relief Bonds issued by the Reserve Bank of India or any other Bank / Institution or against the pledge of any other Bond / Debt instrument (herein also referred to as “Debt” instruments), the following may happen –
 - (a) If any Debt instrument, against the security of which the Facility has been granted is due for maturity, the Borrower(s) hereby authorizes the Bank to submit the original Debt instruments which is pledged to / transferred in the name of the Bank, to the Institution from where the Debt instrument is issued and collect the maturity amount and credit the proceeds to the overdraft account after deducting the expenses incurred by the Bank in collecting the proceeds. The Bank shall not be liable to give any notice to the Obligor(s) before submitting the Debt instruments for collecting the maturity amount nor shall the Bank be responsible for any delay in collecting the maturity amount.
 - (b) In the case of non-cumulative debt instruments, the half yearly interest shall be credited to the Overdraft account of the Borrower. The Bank shall not be responsible for any delay in collecting the interest warrants from the issuing Bank / Institution
27. Without prejudice to any provision/clauses mentioned above, the occurrence of any of the following events (“Event of Default”) shall, without limitation and without prejudice to any other events described as Event of Default or otherwise specified under this Agreement, qualify as an Event of Default, and at the option of the Bank, the Bank shall be entitled to give notice to the Borrower(s) declaring that all sums of interest, costs, charges and expenses and other sums remaining outstanding hereunder are due and payable and upon such declaration, the same shall become due payable forthwith, notwithstanding anything to the contrary in this Agreement or in any other agreement(s) or instruments. Further, the occurrence of an Event of Default shall entitle the Bank forthwith to enforce the security of pledge / hypothecation including the exercise of the right to sell/ de-pledge/liquidate/realize or otherwise encash the Securities:-
 - (a) Payment of Dues :
If any delay shall have occurred in payment of any dues (including interest at the prescribed rates within the specified time frame) under this Agreement and / or in payment of any other amounts or any part thereof due and payable to the Bank under this Agreement and such dues or other amount remains unpaid for thirty (30) days from the due date thereof.
 - (b) Non Maintenance of Margin Requirements
If any delay shall have occurred in payment of any amount to maintain the minimum margin amount specified in the Annexure hereto or as specified by the Bank from time to time, and such amount remains unpaid for seven (7) days. Provided however, that the Bank retains the right to reduce this time period of seven (7) days if the value of the Securities pledged to avail this Overdraft Facility falls and the margin required to be maintained reduces by 5% or more;
 - (c) Performance of Covenants:
If default shall have occurred in the performance of any other covenants, conditions or agreements on the part of the Obligor(s) under this

Agreement;

(d) Supply of misleading information:

If any information given by the Obligor(s) to the Bank in the application for the Loan Facility or otherwise is found to be misleading or incorrect in any material respect including but not limited to the end-use declaration provided by the Obligors;

(e) Failure to furnish information / documents:

If the Obligor(s) fails to furnish any information or documents required by the Bank;

(f) Non-payment / non-delivery of cheque(s)

If a cheque in respect of any payment is dishonoured;

(g) Death

Where the Obligor (s) or any one of them die;

(h) Default on other loans/facilities

If the Borrower(s) make(s) a default in performance of any of the terms, covenants and conditions of any loans/facilities provided by the Bank or any other banks, financial institutions or other persons, to the Borrower(s);

(i) Insolvency, winding up / liquidation / take-over / merger / de-merger etc.

If the Borrower(s) commits an act of insolvency or makes an application for declaring himself an insolvent or an order is passed against the Borrower(s) declaring him an insolvent or the Borrower(s) is/are wound up, go into liquidation, or are taken-over or enter into a merger or de-merger, or stand materially altered in any other way, which in the Bank's view, prejudicially affects the rights and interests of the Bank in any manner whatsoever;

(j) Material Adverse Change

There occurs any material adverse change in the financial condition of the Borrower(s) or any other event or circumstance, which in the sole opinion of the Bank prejudicially affects the Bank's interest;

(k) Involvement in Civil Litigation and Criminal Offence

If the Obligor(s) is/are involved in any civil litigation or criminal offence; or

(l) There exists any other circumstance, which in the sole opinion of the Bank, jeopardizes the Bank's interest.

Without prejudice to any/all other rights as the Bank may have under this Agreement and under law, on the occurrence of an Event of Default, the Obligor(s) may be sent reminders from time to time by the Bank or any third parties appointed by the Bank by post, fax, telephone, e-mail, SMS messaging on such contact numbers as have been informed to the Bank by the Obligors or as may the Bank may be informed of from time to time.

D. INTEREST AND CHARGES

28. The outstanding amount of the Overdraft Facility shall carry interest at the rate specified in the Annexure to this Agreement. The interest shall be computed on the outstanding amount on a daily balance basis and shall be debited to the account at the end of every calendar month or on the termination date, whichever is earlier. As per applicable Reserve Bank of India ("RBI") guidelines, the Borrower(s) shall need to service this interest by way of credits in the account within 30 days of the debit in the account.
29. The Borrower shall pay interest on the outstanding amount of the Overdraft Facility advanced and outstanding from time to time at such rates as the Bank may from time to time notify to the Borrower. Subject to the foregoing, as of the date of execution of this Agreement and until further notice from the Bank to the Borrower through the First Holder, the parties agree that drawdowns made pursuant to the terms hereunder shall carry interest at the rate specified in the Annexure hereto. The interest would remain fixed for 12 months from the date of account opening or renewal as the case may be, however it may be changed by the Bank depending upon market conditions and applicable rules and guidelines, by providing prior notice in this regard.
30. No separate intimation shall be required to be given to the other Borrower(s) and/or the Guarantor(s). All Parties to this Agreement acknowledge that they are aware of and have knowledge of the interest rate applicable for the account and of the fact that the same shall fluctuate throughout the tenure of the Overdraft Facility. The Parties hereto agree and accept that the rate of interest, as may, from time to time, be declared by the Bank shall be binding on them. The Bank shall be entitled to charge interest at more than one rate of interest, if the Overdraft Facility or any part is secured against different types of Securities.
31. The Bank shall be entitled to levy a penal interest, as specified in the Annexure hereto, in addition to the interest payable on the outstanding amount, in case of a failure of payment and servicing the interest within the time frame specified. The penal interest shall be leviable from the date of default.
32. It is clarified that if the Borrower(s) do / does not pay / service the interest (including revised rates) as informed by the Bank from time to time within the time frame specified, it shall be treated as an Event of Default and, the Obligor(s) shall be obliged to repay the Overdraft Facility along with the outstanding interest (including penal interest, if any) immediately without any notice. The Bank shall be entitled to liquidate the collateral under pledge / charge / assignment to recover the interest amount and regularize the account in case of failure to repay the overdraft facility. Without prejudice to the foregoing and any other rights that may be available to the Bank under this Agreement or in law, any default in payment shall entail an additional interest charge to be levied by the Bank, as may be prescribed by the Bank from time to time, calculated from the date of default.
33. The Borrower(s) agree(s) and undertake(s) that the Borrower(s) shall make payment of the charges as listed in the Annexure hereto for various services rendered by the Bank. The Borrower(s) agree(s) that the Bank shall be entitled to make changes in the aforesaid rates, including addition or deletion of any category of charges, from time to time at its sole discretion by giving due notice to the First holder (Borrower) and the Borrower(s) shall be bound by such changes which may be effected by the Bank. The notice may be given by way of a letter / telegram / fax / email / SMS / phone call to the first holder (Borrower) or posted on the Bank's website and the date of the letter / telegram / fax / email / SMS / phone call or the date on which it was posted on the Bank's website shall be deemed to be the date on which it was received by the customer.
34. The Borrower(s) further declare(s) and confirm(s) that the Borrower(s) is/are aware of the stamp duty applicable on the various agreements/documents, in relation to the Overdraft Facility executed or to be executed by the Borrower(s) and the Borrower(s) undertakes, forthwith on demand by the Bank to pay / reimburse to the Bank all stamp duties paid / payable on all such agreements / documents. The Borrower(s) also agree(s) that there may be a subsequent increase in the stamp duty due to a change in the laws / regulations and may become applicable during the period when the Overdraft Facility is valid or at the time of renewal of the limit. The Borrower(s) authorize the Bank to debit the stamp duties paid / payable and any subsequent increase on the said agreements / documents to any account of the Borrower with the Bank.
35. The Obligor(s) agree that they shall maintain a minimum Facility as specified in the Annexure to this Agreement at all times. If the Facility falls below the minimum so specified, the Bank shall be entitled to levy Limit Maintenance Charge or Service charge or by whatever other name and at the frequency as specified in the Annexure hereto.

E. USE OF FUNDS

36. The Borrower(s) acknowledge(s) that the Overdraft Facility shall only be used for the purposes as specified in the Application form as approved by the Bank. The Borrower(s) shall immediately inform the Bank of any change in the purpose for utilizing the funds from this account.
37. The Borrower(s) acknowledges and confirms that the Overdraft Facility made against the pledge / charge / assignment of units of mutual fund (including Unit Trust of India) shall only be used for the purposes specified and shall not be used for any other purposes including but not

limited to subscribing to or boosting up the sales of any mutual fund or for the purchase of shares/debentures/bonds in either the primary or the secondary market. The Borrower(s) further undertake(s) not to utilize the amount of the Overdraft Facility granted by the Bank against the pledge / charge / assignment of any of the Obligor(s) units of mutual funds, for the aforesaid purpose.

38. The Borrower(s) agree(s) not to utilize the Overdraft Facility for speculative or antisocial business and for any other purpose as may be specifically prohibited by law and/or regulations applicable in India. The Borrower(s) also agree that he/they shall not, in collusion with other individuals, belonging to the same corporate or their inter connected entities, take loans in order to support particular scrips or stock broking activities of connected firms or to acquire a controlling stake in a company.
39. If the Borrower(s) is/are Non Resident Indian's (NRI's), the funds from this account can only be used for personal and short term productive purposes. In addition to the restrictions applicable as per Clause 35, 36 and 37 above, the funds cannot also be used for agricultural / plantation activities or investments in real estate business, shares or securities and onward lending.
40. In the event of the Borrower(s) not utilizing the Overdraft Facility for the purpose for which it is given, such failure shall be deemed to be an Event of Default entitling the Bank to recall the outstanding overdraft amount at any time, at its discretion and/or invoke and sell / redeem the securities pledged / hypothecated.
41. The Borrower(s) also agree and accept that the Bank reserves the right to recall the outstanding overdraft amount and close the account if the transactions in the account are not in accordance with the Borrower(s) profile and if the Bank has reason to believe that these transactions may be fraudulent or in violation of rules / laws / guidelines / regulations.
42. The Borrower(s) agree(s) 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.

F. THIRD PARTY PLEDGOR(S) / GUARANTOR(S)

43. Each of the Obligor(s) irrevocably and unconditionally guarantees to the Bank the due and punctual observance and performance of all the terms, conditions and covenants on the part of the Borrower(s) contained in this Agreement and agrees to pay to the Bank, from time to time, on demand any and every sum or sums of money which the Borrower(s) is/are at any time liable to pay to the Bank under or pursuant to this Agreement and which has become due and payable but has not been paid on its due date or as and when demanded and without prejudice to the generality hereof, guarantee(s) repayment and payment of the outstanding overdraft amount on the repayment date and payment of interest and all other amounts on their respective due dates or on demand, whichever is earlier, and on the failure of the Borrower(s) to pay the same forthwith on its due date, the third party Pledgor(s) / Guarantor(s) shall, without any demur or protest pay the amount demanded or payable irrespective of the validity, legality or enforceability or otherwise of the obligations of the Borrower(s) hereunder.
44. The obligations of the Guarantor(s) herein contained shall be in addition to and independent of every other security which the Bank may at any time hold in respect of any of the Borrower's obligations herein.
45. The obligations of the Third Party Pledgor(s) / Guarantor(s) herein contained shall constitute and be continuing obligations notwithstanding any settlement of account or other matter or thing whatsoever and shall not be considered satisfied by any intermediate payment or satisfaction of all or any of the obligations of the Borrower(s) under this Agreement and shall continue in full force and effect until final payment in full of all amounts owed by the Borrower(s) hereunder and total satisfaction of all the Borrower(s) actual and contingent obligations hereunder.
46. Neither the obligations of the Third Party Pledgor(s) / Guarantor(s) herein contained nor the rights, powers and remedies conferred in respect of the Third Party Pledgor(s) / Guarantor(s) by this Agreement or by law shall be discharged, impaired or otherwise affected by:
 - (a) the winding up, dissolution, administration or re-organisation of the Borrower(s) or any other person or any change in its status, function, control or ownership;
 - (b) any of the obligations of the Borrowers or any other person hereunder or under any other security taken in respect of any of its obligations hereunder being or becoming illegal, invalid, unenforceable or ineffective in any respect;
 - (c) time or other indulgences being granted or agreed to be granted to the Borrower(s) in respect of its obligation here or under any such security;
 - (d) any amendment to, or any variation, waiver or release of, any obligation of the Borrower(s) hereunder or under any such other security;
 - (e) any failure to take, or fully to take, any security contemplated hereby or otherwise agreed to be taken in respect of the Borrower(s) obligations hereunder;
 - (f) any failure to realize or fully realize the value of, or any release, discharge, exchange or substitution of, any security taken in respect of the Borrower(s) obligations hereunder; or
 - (g) any other act, event or omission which, but for this Clause (obligations not discharged), might operate to discharge, impair or otherwise affect any of the obligations of the Third Party Pledgor(s) / Guarantor(s) herein contained or any of the rights, powers or remedies conferred upon the bank or any of them by this agreement or by law.
47. Any settlement or discharge between a Third Party Pledgor / Guarantor and the Bank shall be conditional upon no security or payment to the Bank by the Obligor(s) or any other person on behalf of Borrower(s) or, as the case may be, Third Party Pledgor(s) / Guarantor(s) being avoided or reduced by virtue of any provisions or enactments relating to bankruptcy, insolvency, liquidation or similar laws of general application for the time being in force and, if any such security or payment is so avoided or reduced, the Bank shall each be entitled to recover the value or amount of such security or payment from the Third Party Pledgor(s) / Guarantor(s) subsequently as if such settlement or discharge had not occurred.
48. The Bank shall not be obliged, before exercising any of the rights, powers or remedies conferred upon it in respect of any Third Party Pledgor / Guarantor, by this Agreement or by law.
 - (a) To make any demand on the Borrower(s); or
 - (b) To take any action or obtain judgement in any court against the Borrower(s); or
 - (c) To make or file any claim or proof in a winding up or dissolution of the Borrower(s); or
 - (d) To enforce or seek to enforce any other security taken in respect of any of the obligations of the Borrower(s) hereunder.
49. Each of the Third Party Pledgor(s) / Guarantor(s) agree that, so long as any amounts are or may be owed by the Borrower(s) hereunder to the Bank or the Borrower(s) is/are under any contractual or contingent obligations hereunder to the Bank, the Third Party Pledgor(s) / Guarantor(s), shall not exercise any rights which it may, at any time, have by reason of performance by it of its obligations hereunder;
 - (a) to be indemnified and/or
 - (b) to claim any contribution from any other guarantor of its obligations hereunder; and/or
 - (c) to take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any rights of the Bank hereunder or of any other security taken pursuant to, or in connection with this Agreement by the bank.Such rights shall be exercised by any of the Third Party Pledgor(s) / Guarantor(s) in such manner and upon such terms as the Bank may require, and each of the Third Party Pledgor(s) / Guarantor(s) further agrees to hold any moneys, at any time, received by it as a result of the exercise of any such rights for and on behalf of, and to the order of the Bank for application in or towards payment of any sums, at any time, owed by the Borrower(s).
50. The provisions of clause 27 shall also apply in relation to any Securities of which the Third Party Pledgor(s) / is/are the beneficial owner(s) and which

are also hereby pledged by the Third Party Pledgor(s) in favour of the Bank to secure repayment of the Overdraft Facility. The obligations of the Third Party Pledgor(s) are in addition to the obligations of the Borrower(s) for repayment by the Borrower(s) of the Overdraft Facility with interest and all other amount.

51. All the provisions of the Agreement shall mutatis mutandis apply in relation to Securities of which the Third Party Pledgor(s) is / are the beneficial owner(s) and are hereunder pledged by the Third Party Pledgor(s) in favour of the Bank.
52. The Third Party Pledgor(s) hereby irrevocably and unconditionally guarantee(s) the due payment and discharge by the Borrower(s) of all his / their liability to the Bank under the Overdraft Facility including all interest, charges and expenses that may be debited thereto.
53. The Third Party Pledgor(s) agree(s) that his/their liability hereunder is not only as Third Party Pledgor(s) but also as a Guarantor(s) and this guarantee hereunder shall be a continuing guarantee till the entire liability of the Borrower(s) is fully discharged.
54. The Third Party Pledgor(s) agree(s) that his / their liabilities are joint and several along with the liability of the Borrower(s) and is co-extensive with that of the Borrower(s). As between the Bank and the Third Party Pledgor(s), the Third Party Pledgor(s) shall be considered as principal debtor to the Bank for all dues of the Borrower(s).
55. The Third Party Pledgor(s) as guarantor(s) shall not be exonerated:
 - (a) by any variance made without his/their consent in the terms of this contract or transaction between the Bank and the Borrower(s); or
 - (b) by any contract made between the Bank and the Borrower(s) by which the Borrower(s) be released; or
 - (c) by any act or omission of the Bank the legal consequence of which may be the discharge of Guarantor; or
 - (d) by the Bank making composition with or promising to give time to or agreeing not to sue the Borrower(s) / Guarantor(s) both hereby waive all suretyship rights that may otherwise be available to them.
56. The Third Party Pledgor(s) obligations to pay hereunder shall arise on demand being made by the Bank irrespective as to whether or not the Borrower(s) has/have been called upon to pay or has/have been proceeded against, as also on the due date on which a payment is to be made.

G. INDEMNITY

57. Each of the Obligor(s) irrevocably and unconditionally agrees to indemnify and keep indemnified, defended and hold harmless the Bank and its respective group companies / service providers / shareholders / officers / directors / employees and agents from time to time and at all times hereafter from, and against any and all loss incurred by the Bank as a result of any of the obligations of the Borrower(s)/Obligors under or pursuant to this Agreement being or becoming void, voidable, unenforceable or ineffective as against the Borrower(s) /Obligor(s), for any reason whatsoever, whether or not known to the Obligor(s) or to the Bank or to any other person(s). Further and without prejudice to anything contained herein, each of the Obligor(s) irrevocably and unconditionally agrees to indemnify and keep indemnified, defended and held harmless the Bank and its respective group companies / service providers / shareholders / officers / directors / employees and agents from time to time and at all times hereafter from, and against any and all losses, claims, damages, actions, suits, costs, charges and expenses whatsoever, direct / indirect / consequential, arising out of or in connection with any and all actions as may be taken by the Bank in pursuance of this Agreement.

H. REPAYMENT

58. It is agreed that the Bank shall have a charge and the right of set-off on all monies belonging to the Borrower(s) and/or the Third Party Pledgor(s) standing to his/their credit in any account, whatsoever, with the Bank. If upon demand by the Bank the balance outstanding of the Overdraft Facility is not repaid, such credit balance in any account may be adjusted towards repayment of the Overdraft Facility and/or interest and all other amounts payable in respect thereof. In case of there being any deficiency, the deficit amount may be recovered by the Bank from the Borrower(s) and/or Third Party Pledgor(s).
59. In case of the Obligor(s) failing to repay to the Bank the Overdraft Facility on the Repayment Date or pay interest or any other amount on or demand whichever is earlier or in case of any of the events happening as stated hereinabove in Clause 22, the Bank may, after giving notice thereof, invoke the pledge / charge / assignment and sell or dispose of or realise the said Securities (whether the Borrower(s) or the Third Party Pledgor(s) is / are the beneficial owners of the Securities) on such terms and for such price that the Bank thinks fit, and apply the net proceeds towards the repayment of the Overdraft Facility and payment of interest including the charges, expenses and other amounts payable by the Borrower(s).
60. Any default in payment shall entail an additional interest charge of 2% on the entire amount of the Overdraft Facility or such other rate as may be specified by the Bank from time to time, leviable from the date of the default without prejudice to the Bank's other rights available under this Agreement, or in law.
61. In case the Bank invokes the pledge / charge / assignment, the Obligor(s) unconditionally agree(s) that the Bank may without prejudice to its other rights in law as pledgee(s), be entitled to have itself registered as beneficial owner of the Securities in the records of the Depository and the Participant.
62. Notwithstanding anything contained in this Agreement, it is agreed by the Borrower(s) that in the event of the Borrower's (s') death / winding up / liquidation / take-over / merger / de-merger etc. as the case may be, the Bank shall have the right to sell or retain the pledged securities towards satisfaction of the outstanding principal, interest and any other charges payable by the Borrower(s) to the Bank under this Agreement. The death / winding up / liquidation / take-over / merger / de-merger of the Borrower(s) shall in no way affect the Bank's right to recover the loan Overdraft Facility by way of sale of Securities in any manner whatsoever.
63. The Bank shall be entitled at its discretion to enforce all its rights as pledgee / chargeholder / against any or all Securities whether the beneficial owner in relation to any of them is/are the Borrower(s) or Third Party Pledgor(s).
64. All amount realized by the Bank from any Securities of which the Borrower(s) or the Third Party Pledgor(s) is/are the beneficial owner may, after deducting expenses, be applied towards liquidating the balance outstanding amount of the Overdraft Facility repayable by the Borrower with interest, charges and all the other amounts due.
65. The Obligor(s) agrees to accept the Statement of account sent by the Bank or by any authorized representative of the Bank as conclusive proof of the correctness of any sum claimed to be due from him/them.
66. During the continuance of the pledge / charge / assignment of the Securities, and until a default has occurred, all voting rights in respect of the said Securities shall be exercisable by the Obligor(s) and on the happening of an Event of Default, by the Bank.
67. In case the Bank has the Securities or any of them transferred to its name during the continuance of the pledge / charge / assignment, which the Bank is hereby authorized to do, the Bank shall credit all dividends received in respect of the Securities into the account of the Borrower(s) and the Borrower(s) and the Third Party Pledgor(s) jointly and severally hereby indemnify and agree to hold the Bank fully safe, harmless and indemnified in respect of all claims, proceedings or demands which may arise in respect of such dividends.
68. The Obligor(s) expressly recognize(s) and accept(s) that the Bank shall be absolutely entitled and shall have full power and authority to sell, assign or transfer in any manner, in whole or in part, and in such manner and on such terms as the Bank may decide, including reserving a right to the Bank to retain its power hereunder to proceed against the Obligor(s) on behalf of the purchaser, assignee or transferee or any or all outstanding and dues of the Obligor(s) to any third party of the Bank's choice without any reference or intimation to the Obligor(s) and any such action and any such sale, assignment or transfer shall bind all the Obligor(s), to accept such third party as creditor exclusively with the right to the Bank to continue to exercise all powers and authorities hereunder on behalf of such third party and to pay over such outstandings and dues to such third party and/or to the bank as the Bank may decide. Any costs in this behalf, whether on account of such sale, assignment or transfer or enforcement of rights and recovery of outstandings and dues shall be to the account of the Obligor(s). The Obligor(s) acknowledge(s) and undertake(s) to pay to third parties,

the difference between the Overdraft Facility outstanding and the amount received by the Bank, in the event of transfer of the Overdraft Facility to a third party. The third party shall have authority of the Bank to collect the amounts due from the Obligor(s).

69. The Obligor(s) expressly recognize(s) and accept(s) that the Bank shall, without prejudice to its right to perform such activities itself or through its officers or employees, be absolutely entitled and have full powers and authority to appoint one or more third parties of the Bank's choice and to transfer and delegate to such third parties the right and authority to collect on behalf of the Bank all unpaid Overdraft Facility amounts and all other amounts in trust for third parties and to perform and execute all acts, deeds, matters and things connected therewith or incidental thereto including sending notices of demands by phone, e-mail, fax, SMS, telegram or letter, attending the residence or office of the Obligor(s) or otherwise contacting the Obligor(s) (or its authorized signatory(ies)/representative(s) or any third party(ies)) receiving repayment of the Overdraft Facility and all other amounts (in cash/draft/cheque whether in the name of the Bank or in its own name) from the Obligor(s) (or its authorized signatory(ies)/representative(s), Guarantors or any third party(ies)), entering into a compromise with the Borrower(s), giving a valid receipt and granting effectual discharge to the Obligor(s) and generally performing all lawful acts as the third party may consider appropriate for the purposes. For the purpose aforesaid, the Bank shall be entitled to disclose to any other third parties (including the Obligors(s) authorized signatory(ies)/representative(s)) all necessary or relevant information pertaining to the Obligor(s) and the Overdraft Facility and the Obligor(s) hereby consents to such disclosure by the Bank.

Notwithstanding the above, in the event of the Obligor(s) committing any act of default and/or the occurrence of any Event of Default, the Obligor(s) expressly accepts and authorizes the Bank and/or any such third party as the Bank may select to contact any third party(ies) (including the authorised signatory(ies), representative(s), Guarantor(s), the adult family members, secretary, accountants etc. of the Obligor(s)) and disclose all necessary or relevant information pertaining to the Obligor(s) and the Overdraft Facility and the Obligor(s) hereby consent to such disclosure by the Bank (and/or any such third party as the Bank may select). The Obligor(s) further expressly authorises the Bank (and/or any such third party as the Bank may select) to receive payments or such other security as may be offered by such third parties (including authorised signatory(ies), representative(s), Guarantor(s), the adult family members, secretary, accountants etc. of the Borrower) towards discharge of the Overdraft Facility.

70. A certificate in writing signed by an officer of the Bank stating the amount at any particular time due shall be conclusive evidence against the Obligor(s).

I. NOTICE

71. Any notice, letter/other documents to be sent by the bank to the Obligor(s) shall be given to any Obligor at the address as stated in the application to the Bank, and shall be deemed to have been received by the Obligor(s), 48 hours after it has been sent by registered post, even though it may have been addressed to or received by any one of them and other(s) of them may not have received the same or the same may not have been sent to the other(s) of them. Any change in address of the Borrower(s), or Guarantor(s) shall be notified in writing against receipt to the Bank within one week. The Obligor(s) hereby indemnify the Bank for any and all acts performed by it in relation to the Overdraft Facility in the event the Obligor(s) fail to make the aforesaid required notification of change of address/other particulars. Further, in the event the Obligor(s) opt to use the 24-Hour CitiPhone Facility and/or the Citibank Online Internet Banking Facility and/or the CitiAlert Mobile Banking Facility, the Obligor(s) expressly agrees to read, understand and be bound by the applicable terms and conditions for the concerned facilities and usage of any of the said facilities shall be deemed acceptance of the concerned terms and conditions.
72. The Obligor(s) expressly accept that if any of them fails to pay any monies when due or which may be declared due prior to the date when it would have otherwise become due or commits any default under any agreement (including this agreement) with the bank under which that Obligor is/are enjoying any financial / credit / other facility; then in such event the Bank shall, without prejudice to any of its specific rights under each or such agreements, be absolutely entitled to exercise all or any of its rights under any of the agreements (including this Agreement) between that Obligor and the Bank at the sole discretion of the Bank.

J. CIBIL

73. 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.
74. 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 assured/to be assured 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

- (a) information and data relating to the Obligor(s);
- (b) the information or data relating to any Overdraft Facility availed of/to be availed by the Obligor(s); and
- (c) 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 declares(s) that the information and data furnished by the Obligor(s) to the Bank are true and correct.

The Obligor(s) also understands that:

- (a) 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
- (b) 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."

K. OTHERS

75. Words importing the masculine gender shall include the feminine and neuter gender. Word incorporating the singular number shall include the plural.
76. In relation to each of the Parties thereto, their respective descriptions shall, where the context so admits be deemed to mean and include, in the case of an individual, his legal heirs, executors and administrators and in the case of a firm, the partner or partners for the time being of the firm including the legal representatives of the deceased partner and in the case of Bank, its successors and assigns.
77. The Bank and the Obligor(s) hereby confirm that it is expressly understood that all acts required to be performed under this Agreement by the Bank shall be performed by the Bank's branch at the address mentioned below. The Overdraft Facility shall be extended solely at the Bank's branch mentioned below. Performance of the obligations under this Agreement, Annexure or any other Supplementary Schedules is subject to the laws of India (including any governmental acts, orders, rules and regulations) and shall also be excused by laws, acts or war or civil strife or similar events beyond the control of that branch in India of the Bank which prevent its performance, in which circumstances no other branch, subsidiary or affiliate of the Bank shall be responsible therefore.
78. In case of any dispute, the jurisdiction shall lie exclusively in the trial court of the city in which the branch of the Bank, which is a party to this Agreement, is situated.

79. The Bank shall be entitled to, alter or amend the terms or conditions of this Agreement by written intimations sent to the Borrower/Obligors. Subject to above, any amendment to this Agreement proposed by the Borrower shall be valid only if made by a written agreement signed by both the parties to this Agreement.

The Parties hereto have signed this Agreement in acceptance of all terms stated above at _____ on _____.

In witness whereof the Parties have executed and / or caused to be executed this Agreement on the date first here in above mentioned and in the manner hereinafter provided.

Signed, sealed and delivered by:

[B] Party of the First Part-Borrower(s)

1.	Name	:	<input type="text"/>	<div>[B]</div> <div>Signature</div>
	Address	:	<input type="text"/>	
			<input type="text"/>	
2.	Name	:	<input type="text"/>	<div>[B]</div> <div>Signature</div>
	Address	:	<input type="text"/>	
			<input type="text"/>	
3.	Name	:	<input type="text"/>	<div>[B]</div> <div>Signature</div>
	Address	:	<input type="text"/>	
			<input type="text"/>	

[G] Party of the Second Part-Guarantor(s)

1.	Name	:	<input type="text"/>	<div>[G]</div> <div>Signature</div>
	Address	:	<input type="text"/>	
			<input type="text"/>	
2.	Name	:	<input type="text"/>	<div>[G]</div> <div>Signature</div>
	Address	:	<input type="text"/>	
			<input type="text"/>	
3.	Name	:	<input type="text"/>	<div>[G]</div> <div>Signature</div>
	Address	:	<input type="text"/>	
			<input type="text"/>	

(if Borrower/Guarantor is a Company, the person(s), authorised under Board Resolution, under Company Seal as per Articles of Association)

Party of the Third Part - CITIBANK N.A.

Branch Address	:	<input type="text"/>	<div>Authorised Signatory</div>
		<input type="text"/>	

ANNEXURE

1. Overdraft Limit: /- (Rupees Only)
2. Overdraft Facility : Interest Rate : % p.a.
3. Penal Interest Rate : 2% p.a.
4. Termination Date : 12 months from the date of account opening or renewal, as the case may be
5. Out of Pocket Expense : % of the Facility
6. Charges for enhancements : As per (5) above based on the new Facility
7. Charges for withdrawal : ₹ 100 per scrip/scheme/policy (subject to a maximum of ₹ 250 per withdrawal)
8. Facility less than the Prescribed minimum : ₹ 250 per month
(The minimum Facility currently applicable is ₹ 1 lakh. This is subject to change from time to time as per the Banks internal policies and/or any law / Reserve Bank of India regulation. The Facility will be restricted to the limit communicated by the Bank in writing.)
9. Margin Requirement : a) 40% (to be maintained at all times)
b) 30% for 100 % Debt Mutual Funds

The Margin Requirement may change from time to time depending on RBI regulations and the Bank's internal policies. The Bank reserves the right to liquidate the pledged securities if the margin requirement, as mentioned above or as may be modified from time to time, is not adhered to.

Out of Pocket expenses are annual service charges. These are non refundable. For enhancements, out of pocket expenses are payable on the enhanced amount from the date of the enhancement to the termination date, on a pro rata basis.

The above mentioned schedule of interest rates, fees and charges, including the category of fees / charges, may be varied by Citibank from time to time at its sole discretion. I/We agree and accept to be bound by such changes and give authority to Citibank to debit my/our account with these changes as and when due/ demanded.

I/we acknowledge and confirm that the advance / loan made against the pledge / charge / assignment of units of Mutual Fund (including Unit Trust of India) is not permitted to be used for the purpose of subscribing to or boosting up the sales of any Mutual Fund. I/We hereby accordingly agree and undertake not to utilize the amounts advanced to me/us by Citibank against the pledge / charge / assignment of any of my/our/guarantor's units, for the aforesaid purpose.

The borrower declares and confirms its/his assurances of the Stamp Duty applicable on the various agreements/documents in relation to the Overdraft facility executed or to be executed by the Borrower and the Borrower undertakes, forthwith on demand by the Bank, to pay/reimburse to the bank all stamp duty paid / payable on all such agreements/ documents to the overdraft account of the Borrower.

SCHEDULE OF PLEDGED SECURITIES

(Being particulars of the Pledged / Assigned Security)

Account No.

S.No.	Security Type (Equity / Mutual Fund / Bonds / etc.)	Issuer Name	Security sub-type (if applicable)	Details where securities are held			Other Details (if any)
				Name of DP / Intermediary	DP ID / Investments A/c No.	Client ID / Folio No. / Policy No.	
1							
2							
3							
4							
5							

Received subject to detailed verification and count. The said property is received for the reason of collateral safe keeping and no other commitment either expressed or implied as indicated. A charge, in accordance with the Bank's prevailing safekeeping charges, will be applied. The Bank will give the said property, the same degree of physical care it gives to its own property, but beyond that, does not assume responsibility.

Borrower Name	Signature	Borrower Name	Signature	Borrower Name	Signature	Borrower Name	Signature
Guarantor Name	Signature	Guarantor Name	Signature	Guarantor Name	Signature	Guarantor Name	Signature

IRREVOCABLE POWER OF ATTORNEY BY BORROWER

- Please get this power of attorney notarized from a Notary Public
- To be signed by the Borrower & all Co-applicant(s) only, at each block marked 'B'

To all to whom these present shall come, I _____

OR

We (1) _____

(2) _____

(3) _____

(4) _____

OR

B

We _____, a company registered under the Companies Act 1956
having our Registered Office at _____

OR

We (1) _____

(2) _____

(3) _____

(4) _____

(5) _____

carrying on business in partnership in the firm and style of Messrs. _____ and having our principal place of
business at _____

SEND GREETINGS;

WHEREAS at my/our request Citibank,N.A. with its registered office at _____ (the "Bank") has sanctioned

to me/us or one/some of us an overdraft facility up to a limit of ₹ _____

(Rupees _____ only) ("the said facility")

B

AND WHEREAS the word "securities" shall mean to include shares / debentures / bonds of various companies and/or corporations (including the Reserve Bank of India (RBI) / units of mutual funds, including the Unit Trust of India / Life Insurance Policies (including Unit Linked Life Insurance Policies) issued by a Life Insurance Company, including the Life Insurance Corporation (LIC) of India / National Savings Certificates, Kisan Vikas Patra and other investments issued by and/or invested through the Postal Authorities / Statutory Government organizations / Semi Government Bodies, other instruments and bonds that may be issued by Statutory Bodies / Organisations / Corporations and all other securities as defined in the _____

AND WHEREAS as one of the conditions for sanction of the said Facility and for securing the due repayment by me/us of all outstandings in respect of the said facility together with all costs, charges and expenses in respect thereof, I/We have pledged in favour of the Bank certain shares, mutual funds and/or securities held and or to be held by me/us, described in the "Schedule" of the pledged securities executed by me/us and which will include any further shares / mutual funds / securities subsequently pledged by me/us to the Bank and / or deemed to have been pledged under the said Agreement (hereinafter called the "Securities").

AND WHEREAS all or some of the Securities are in a dematerialised state in terms of the Depositories Act, 1996 ("Depositories Act") and the Depositories and Participants Regulations, 1996 ("D&P Regulations") or all or some of the Securities are in a physical state and I am / we are executing this Power of Attorney without in any way affecting the legal rights of the Bank as pledgee under the Depositories Act and the D&P Regulations or as an assignee of a Life Insurance Policy or otherwise howsoever in law;

AND WHEREAS I am / We are now required to execute in favour of the Bank in terms of the said Agreement a Power of Attorney authorizing the Bank to deal with the said Securities or any of them and exercise all rights in respect thereof which I/we hereby do in the manner hereinafter appearing.

NOW KNOW YE ALL AND THESE PRESENTS WITNESS that I/we for myself/ourselves and my/our heirs, executors, administrators and/or successors do hereby irrevocably nominate, constitute and appoint the Bank acting through any of its officers as my/our true and lawful attorney for me/us in my/our name and on my/our behalf and at my/our cost and risk to do, execute, and perform all or any of the following acts, deeds, matters and things, that is to say:

B	B	B	B
---	---	---	---

1. To transfer / pledge / lien / assign the said securities or any of them to the name of the Bank or the name of its nominee(s) and/or to transfer / sell / surrender / dispose off / de-pledge or otherwise realise or encash the said Securities or any of them at its entire discretion without in any way being liable and/or accountable to me/us and to rectify, remedy and remove any defect in any transfer deed / certificate / instruction or any bad delivery or cause therefore and for the purposes to endorse the same or to sign and execute where

required, all transfer forms, contracts, declarations and other instruments and writings as may be necessary or expedient for the purpose and give delivery thereof.

2. To appoint or engage any brokers / intermediaries for effecting any such transfer, sale, surrender, disposition, realisation or encashment, as the case may be.
3. To give notice to the Companies, organizations in which the said Securities are held.
4. To receive all considerations consequent to any sale, transfer, surrender, disposition, realisation, or encashment and to give proper receipts and valid and effectual discharges for the same.
5. To demand and receive all interest, dividends, warrants, letters of offer, duplicate share certificates, maturity proceeds of non-convertible debentures, preferential allotments, split shares, endorsed share certificates and all accreditations to the said Securities whether by way of bonus or rights or split or otherwise and to sign and execute proper receipts and give valid and effectual discharges for or in relation to the same.
6. To encash, endorse or negotiate all interest / dividend warrants or other instruments from time to time received in respect of or otherwise relating to the said Securities.
7. To receive notices and attend and vote at all general meetings of any of the companies in which the said Securities are held and my/our presence at such meetings shall not supercede the right of the Attorney to vote thereat.
8. To appoint representative(s) to attend any meetings of the companies in which the said Securities are held and/or to appoint proxy or proxies for the purpose.
9. To comply with the provisions of the Companies Act, 1956 and the Depositories Act and the D&P Regulations and all rules, regulations and guidelines issued by the Reserve Bank of India or any statutory re-enactment or modification thereof for the time being in force or of any other statute, legislation or enactment or any rule or regulation and to sign such deeds, documents, forms, declarations or other papers that may be required.
- 10.1 To apply to, correspond with, give intimation / notice to the Depository and the Participants / Fund Houses / Insurance Companies & to do, perform and execute all acts, deeds, matters and things which I/we are entitled to do under the Depositories Act and the D&P Regulations.
- 10.2 To obtain certificates in respect of the Securities in case the Bank decides to rematerialize any of the Securities into a physical state.
- 10.3 To apply for issue of duplicate certificates in respect of the Securities or any of them.
11. To appoint third parties of the Bank's choice and to transfer and delegate to such third parties the right and authority to collect on behalf of the Bank all unpaid loan amounts and all other amounts in trust for third parties and to perform and execute all acts, deeds, matters and things connected therewith or incidental and to disclose to such third parties information pertaining to me/us and the said facility and to contact third parties (including my/our authorized signatory(ies)/representative(s) or family members) and to disclose necessary or relevant information pertaining to me/us and the said facility.
12. To nominate and appoint one or more substitute or substitute attorney or attorneys and to delegate to him/them all or any or some of the powers, authorities hereby conferred on the Bank as my/our Attorney and to revoke any such nomination or appointment and to nominate and to appoint another or others in his/their place, provided that such nomination and appointment shall not divest the Bank's Attorney of any of the power granted under the aforesaid Power of Attorney and provided further that the power to nominate or appoint substitute under this paragraph shall not be exercisable further by any such substitute or substitutes.
13. This Power of Attorney shall be subject to the exclusive jurisdiction of the Courts of

AND GENERALLY to do, perform and execute all acts, deeds, matters and things relating to or concerning or touching these presents as fully and effectually as if I/We personally present and had done, performed or executed the same myself / ourselves.

AND I/we hereby agree to ratify and confirm all and whatsoever the Bank may lawfully do or cause to be done in the premises in pursuance of these presents.

In witness whereof I/we have hereunto set and subscribed my/our respective hands at _____
this _____ day of _____ Two Thousand _____ .

Name. _____	Signature : <div style="border: 1px solid black; width: 30px; height: 15px; margin: 0 auto; text-align: center; line-height: 15px;">B</div>
Name. _____	Signature: <div style="border: 1px solid black; width: 30px; height: 15px; margin: 0 auto; text-align: center; line-height: 15px;">B</div>
Name. _____	Signature: <div style="border: 1px solid black; width: 30px; height: 15px; margin: 0 auto; text-align: center; line-height: 15px;">B</div>

In case of partnership firms, all partners to sign. In case of sole proprietary concern, sole proprietor to sign. In case of companies common seal to be affixed in accordance with the Articles. In case of Trust, all trustees or Managing Trustees (if Authorised) to sign

IN THE PRESENCE OF

IRREVOCABLE POWER OF ATTORNEY BY THIRD PARTY PLEDGOR

- Please get this power of attorney notarized from a notary public
- To be signed by all Borrowers & Co-applicant(s) only, at each block marked 'G'

To all to whom these present shall come, I _____

_____ OR

G

We (1) _____

(2) _____

(3) _____

(4) _____ OR

We _____, a company registered under the Companies Act 1956

having our Registered Office at _____

OR

We (1) _____

(2) _____

(3) _____

(4) _____

(5) _____

carrying on business in partnership in the firm and style of Messrs. _____

G

and having our principal place of business at _____

SEND GREETINGS;

WHEREAS at my/our request Citibank, N.A. with its registered office at _____ (the "Bank") has

sanctioned to me/us or one/some of us an overdraft facility up to a limit of ₹ _____

(Rupees _____

only) ("the said facility").

AND WHEREAS the word "securities" shall mean to include shares / debentures / bonds of various companies and/or corporations (including the Reserve Bank of India (RBI) / units of mutual funds, including the Unit Trust of India / Life Insurance Policies (including Unit Linked Life Insurance Policies) issued by a Life Insurance Company, including the Life Insurance Corporation (LIC) of India / National Savings Certificates, Kisan Vikas Patra and other investments issued by and/or invested through the Postal Authorities / Statutory Government organizations / Semi Government Bodies, other instruments and bonds that may be issued by Statutory Bodies / Organisations / Corporations and all other securities as defined in the

AND WHEREAS as one of the conditions for sanction of the said Facility and for securing the due repayment by me/us of all outstandings in respect of the said facility together with all costs, charges and expenses in respect thereof, I/We have pledged in favour of the Bank certain shares, mutual funds and/or securities held and or to be held by me/us, described in the "Schedule" of the pledged securities executed by me/us and which will include any further shares / mutual funds / securities subsequently pledged by me/us to the Bank and / or deemed to have been pledged under the said Agreement (hereinafter called the "Securities").

AND WHEREAS all or some of the Securities are in a dematerialised state in terms of the Depositories Act, 1996 ('Depositories Act') and the Depositories and Participants Regulations, 1996 ("D&P Regulations") or all or some of the Securities are in a physical state and I am / we are executing this Power of Attorney without in any way affecting the legal rights of the Bank as pledgee under the Depositories Act and the D&P Regulations or as an assignee of a Life Insurance Policy or otherwise howsoever in law;

AND WHEREAS I am / We are now required to execute in favour of the Bank in terms of the said Agreement a Power of Attorney authorizing the Bank to deal with the said Securities or any of them and exercise all rights in respect thereof which I/we hereby do in the manner hereinafter appearing.

NOW KNOW YE ALL AND THESE PRESENTS WITNESS that I/we for myself/ourselves and my/our heirs, executors, administrators and/or successors do hereby irrevocably nominate, constitute and appoint the Bank acting through any of its officers as my/our true and lawful attorney for me/us in my/our name and on my/our behalf and at my/our cost and risk to do, execute, and perform all or any of the following acts, deeds, matters and things, that is to say:

G

G

G

G

1. To transfer / pledge / lien / assign the said securities or any of them to the name of the Bank or the name of its nominee(s) and/or to transfer / sell / surrender / dispose off / de-pledge or otherwise realise or encash the said Securities or any of them at its entire discretion without in any way being liable and/or accountable to me/us and to rectify, remedy and remove any defect in any transfer deed / certificate / instruction or any bad delivery or cause therefore and for the purposes to endorse the same or to sign and execute where required, all transfer forms, contracts, declarations and other instruments and writings as may be necessary or expedient for the purpose and give delivery thereof.
 2. To appoint or engage any brokers / intermediaries for effecting any such transfer, sale, surrender, disposition, realisation or encashment, as the case may be.
 3. To give notice to the Companies, organizations in which the said Securities are held.
 4. To receive all considerations consequent to any sale, transfer, surrender, disposition, realisation, or encashment and to give proper receipts and valid and effectual discharges for the same.
 5. To demand and receive all interest, dividends, warrants, letters of offer, duplicate share certificates, maturity proceeds of non-convertible debentures, preferential allotments, split shares, endorsed share certificates and all accreditations to the said Securities whether by way of bonus or rights or split or otherwise and to sign and execute proper receipts and give valid and effectual discharges for or in relation to the same.
 6. To encash, endorse or negotiate all interest / dividend warrants or other instruments from time to time received in respect of or otherwise relating to the said Securities.
 7. To receive notices and attend and vote at all general meetings of any of the companies in which the said Securities are held and my/our presence at such meetings shall not supercede the right of the Attorney to vote thereat.
 8. To appoint representative(s) to attend any meetings of the companies in which the said Securities are held and/or to appoint proxy or proxies for the purpose.
 9. To comply with the provisions of the Companies Act, 1956 and the Depositories Act and the D&P Regulations and all rules, regulations and guidelines issued by the Reserve Bank of India or any statutory re-enactment or modification thereof for the time being in force or of any other statute, legislation or enactment or any rule or regulation and to sign such deeds, documents, forms, declarations or other papers that may be required.
 - 10.1 To apply to, correspond with, give intimation / notice to the Depository and the Participants / Fund Houses / Insurance Companies & to do, perform and execute all acts, deeds, matters and things which I/we are entitled to do under the Depositories Act and the D&P Regulations.
 - 10.2 To obtain certificates in respect of the Securities in case the Bank decides to rematerialize any of the Securities into a physical state.
 - 10.3 To apply for issue of duplicate certificates in respect of the Securities or any of them.
 11. To appoint third parties of the Bank's choice and to transfer and delegate to such third parties the right and authority to collect on behalf of the Bank all unpaid loan amounts and all other amounts in trust for third parties and to perform and execute all acts, deeds, matters and things connected therewith or incidental and to disclose to such third parties information pertaining to me/us and the said facility and to contact third parties (including my/our authorized signatory(ies)/representative(s) or family members) and to disclose necessary or relevant information pertaining to me/us and the said facility.
 12. To nominate and appoint one or more substitute or substitute attorney or attorneys and to delegate to him/them all or any or some of the powers, authorities hereby conferred on the Bank as my/our Attorney and to revoke any such nomination or appointment and to nominate and to appoint another or others in his/their place, provided that such nomination and appointment shall not divest the Bank's Attorney of any of the power granted under the aforesaid Power of Attorney and provided further that the power to nominate or appoint substitute under this paragraph shall not be exercisable further by any such substitute or substitutes.
 13. This Power of Attorney shall be subject to the exclusive jurisdiction of the Courts of
- AND GENERALLY to do, perform and execute all acts, deeds, matters and things relating to or concerning or touching these presents as fully and effectually as if I/We personally present and had done, performed or executed the same myself / ourselves.
- AND I/we hereby agree to ratify and confirm all and whatsoever the Bank may lawfully do or cause to be done in the premises in pursuance of these presents.

In witness whereof I/we have hereunto set and subscribed my/our respective hands at _____
 this _____ day of _____ Two Thousand _____ .

Name. _____	Signature : <div style="border: 1px solid black; width: 40px; height: 20px; margin: 0 auto; text-align: center; line-height: 20px;">G</div>
Name. _____	Signature: <div style="border: 1px solid black; width: 40px; height: 20px; margin: 0 auto; text-align: center; line-height: 20px;">G</div>
Name. _____	Signature: <div style="border: 1px solid black; width: 40px; height: 20px; margin: 0 auto; text-align: center; line-height: 20px;">G</div>

In case of partnership firms, all partners to sign. In case of sole proprietary concern, sole proprietor to sign. In case of companies common seal to be affixed in accordance with the Articles. In case of Trust, all trustees or Managing Trustees (if Authorised) to sign

IN THE PRESENCE OF

BORROWER DECLARATION

(Loan to Directors/Senior officers and their Relatives)

Date:

The Manager,
Citibank, N.A.,
Chennai

I/We do hereby solemnly declare and state I am/We are not

- a) A director or relative of a director, of Citibank, N.A. or any other bank;
- b) A firm/HUF in which any of the Partners/Guarantors/Members are a director or relative of a director, of Citibank, N.A. or any other Bank; or
- c) A company in which any of the Directors/ Guarantors/ Share holders holding substantial interest, Area Director or relative of a Director, of Citibank, N.A. or any other bank.
- d) Relative of senior officer of Citibank, N.A. or
- e) A Firm/HUF in which any of the Partners/Guarantors/Members are a relative of a senior officer of Citibank, N.A. or
- f) A Company in which any of the Directors/Guarantors/Shareholders Holding substantial interest are relatives of a senior officer of Citibank, N.A.

If answer to any of the above is a yes, Please provide details of relationship, Position of the officer etc. Below:

Name of the Director Citibank NA or other bank / Senior Officer of Citibank NA	Name of the other bank / Position with other bank	Relationship

I/We declare that I/we am/are making the aforesaid declaration solemnly and sincerely believing the same to be true and incase of any change on the above I/we shall immediately inform the Bank of such change.

Yours truly,

<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
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Note:

1. Director also includes directors of Subsidiaries/Trustees of Mutual Funds/Venture Capital Funds setup by Citibank or any other bank.
2. Relative includes: (a) Spouse (b) Father (c) Mother (including step-mother) (d) Son (including step- son) (e) Son's Wife (f) Daughter (including step-daughter) (g) Daughter's Husband (h) Brother (including step-brother) (i) Brother's wife (j) Sister (including step-sister) (k) Sister's husband (l) Brother (including step-brother) of the spouse (m) Sister (including step sister) of the spouse.
3. Substantial Interest (as defined under Section 5 (ne) of the Banking Regulation Act,1949)
 - (i) in relation to a company, means the holding of a beneficial interest by an individual or his spouse or minor child, whether singly or taken together, in the shares there of, the amount paid upon which exceeds five lakhs of rupees or ten percent of the paid-up capital of the company, whichever is less;
 - (ii) in relation to a firm, means the beneficial interest held there in by an individual or his spouse or minor child, whether singly or taken together, which represents more than ten percent of the total capital subscribed by all the partners of the said firm.