

APPLICATION CUM PLEDGE LETTER FOR ADVANCES AGAINST FCNR/NRE DEPOSITS

To,
The Manager,
Abu Dhabi Commercial Bank
Mumbai Branch

Place : Mumbai

Date:

Dear Sirs,

I/we request for an overdraft/loan of _____ at the interest rate of _____ which will be paid by me on demand/ in **twelve** months from the date of disbursement. The facility will be secured by my/our Fixed Deposit(s) as per details given below:

FDR Reference	Name / s of depositor /s	Issue date	Dep. Amount	Mat. Date

I/we authorise you to hold the said deposits(s) as security for the outstanding balances together with interest and other charges. The deposit(s) shall remain as continuing security even if the overdraft account runs into credit or is reduced or extinguished at any time or from time to time. You may apply the deposit proceeds for the repayment of the outstanding debt (including interest, charges, etc) even before maturity of the deposit(s). In case deposit is renewed, the Bank will be entitled to hold the renewed deposit(s) as security in the same way as the original deposit(s). Interest accrued on the deposit(s) from time to time will be adjusted towards repayment of loan installment/ overdraft balance. As long as the facilities are outstanding, you will have full right against the said deposits, including renewal thereof with or without interest and no other creditor or my/our heirs, executors, administrators or legal representatives will have a claim against such deposit(s) till full satisfaction of my/our indebtedness to you. I/we am/are personally liable for any ultimate balance remaining unpaid. Further you will be at liberty to revise the rate of interest depending upon the money market conditions and the Reserve Bank of India directives in this regard.

In consideration of your giving me/us the above facility (ies), I/we agree that in addition to any general lien or similar right to which you as bankers may be entitled by law, you may at any time, and without notice to me/us combine or consolidate all or any of my/our accounts with and liabilities to you and set off or transfer any sums standing to the credit of any one or more of such accounts in or towards satisfaction of any of my/our liabilities to you on any other account or in any other respect whether such liabilities be actual or contingent, primary or collateral and several or joint. This will be in addition and without prejudice to any securities you may now or hereafter hold.

I/we hereby declare that the said deposit(s) rightfully belong to me/us and are free from all encumbrances. Further, you will be at liberty to apply your discretion to liquidate the deposit (s) and apply the proceeds towards your dues notwithstanding any loss of interest which I/we might have to incur.

The aforesaid Fixed Deposit Receipt(s) duly signed by me/us on the reverse thereof are enclosed and you may credit my/our account Number _____ with the proceeds of loan/overdraft and/or grant such facilities as may be requested by me/us from time to time. I/we also agree to execute any other documents as you may require in connection with the aforesaid facilities.

Yours faithfully,

Name :

Address _____

Signature (s)

Place :Mumbai

Date :

To,
Abu Dhabi Commercial Bank Ltd.,
Mumbai Branch

Dear Sir,

Sub: Loan against FCNR / NRE Deposits

1. I/We refer to the demand loan / overdraft facility to the extent of **Rs** _____
_____ **only** sanctioned to me / us against the security of below mentioned FCNR /
NRE Fixed deposits:

Type & FDR No.	Name of Depositor	Issue Date	Deposit Amount	Maturity Date

2. The said loan / overdraft is required for the purpose of personal expenses and will not be utilised for any purpose which are expressly prohibited by Reserve Bank of India.
3. The said fixed deposit will remain as security for the loan / overdraft facility granted to me / us and shall be a continuing security for any other indebtedness to the bank.
4. I undertake to abide by the terms and conditions prescribed by you from time to time for the loan / overdraft and shall pay interest at such rate as may be fixed by you from time to time in accordance with the directives of Reserve Bank of India.
5. I note that the repayments of loan / overdraft amount and interest thereon is to be made either by remittance in foreign exchange from abroad or out of the funds lying in my NRE / FCNR account or out of proceeds of NRI FD including by way of premature encashment at the discretion of the bank.

Yours faithfully,

Name :

Address : _____

Signature (s)

CUSTOMER'S UNDERTAKING TO ADVISE THE CHANGE IN RESIDENCE STATUS

Place : Mumbai

Date :

The Manager,
ADCB Ltd.,
Mumbai Branch

Dear Sir,

In consideration of your granting credit facilities to me/ us against the security of my / our FCNR / NRE deposit (s) held at ADCB, Mumbai Branch, I / We undertake that I/ We shall inform you by way of a formal letter, at least one month in advance, of my / our intentions of leaving the existing country of residence permanently owing to any reason (s) whatsoever including cancellation of residence visa, termination of employment, closure of my/ our business and/ or expiry of employment contract.

I / We further undertake that I / We shall settle all our indebtedness and dues to you prior to leaving this country, either through the proceeds of FCNR / NRE deposits or from my / our other sources.

In the event of my / our failing to abide by this undertaking and / or taking permanent residence in India without settling my / our liabilities, you will have complete discretion as to the disposal of the deposit (s) standing in my / our name at Mumbai Branch, in whatsoever manner you deem fit, without any contestation on my / our part. In such event, I / We hereby irrevocably renounce my / our rights and / or claim on the aforesaid deposit (s) and authorise ADCB, Mumbai to use the deposit proceeds notwithstanding any loss of interest which I / We might have to incur due to premature upliftment of deposit (s).

Yours faithfully,

Signature (S)_____

Name:_____

LETTER OF INTEREST

Place : Mumbai

Date :

To,
Abu Dhabi Commercial Bank,
Mumbai Branch

Dear Sir,

We refer to the Demand Promissory Note dated _____ for Rs. _____ executed by me / us in your favour.

In the said Demand Promissory Note we have agree to pay interest at the rate of _____ % per annum with monthly rests.

However, we hereby agree to pay the interest as may be applicable from time to time as per your bank norms. We also hereby waive the service of any notice to me / us regarding the variation in the rate of interest and shall be liable to pay the revised interest.

()

LETTER OF CONTINUITY

Place : Mumbai

Date :

To,
Abu Dhabi Commercial Bank,
Mumbai Branch

Dear Sir,

We refer to the Demand Promissory Note dated _____ or Rs. _____ executed by me / us in your favour. In respect of the aforesaid credit facility I/We do hereby agree jointly and severally that the said Demand Promissory Note is to be regarded as a Continuing security and be enforceable for all monies what now are or which may hereafter become due and payable by me / us to the bank under any account and whether there may be nothing due and payable for the accounts may be in credit.

()

LETTER OF PLEDGE AND PREMATURE UPLIFTMENT OF DEPOSIT (s)

TO

Date:

Manager
Abu Dhabi Commercial Bank Ltd.
75 B , Rehmat Manzil
Veer Nariman Road
Mumbai 400020

Dear Sir,

I/We have obtained credit facilities totalling UAE Dirhams.....from Abu Dhabi Commercial BankBranch, UAE (hereafter referred to as Lending Branch) against the security of the following fixed deposit (s) or substitute/ renewed deposits in lieu thereof standing in my/our name:

<u>Type and FDR No.</u>	<u>Name(s) of Depositor (s)</u>	<u>Deposit Amount</u>	<u>Maturity Date</u>

In consideration of my/our availing of the said facilities in the UAE, I/We hereby authorize you to remit the proceeds of the abovementioned fixed deposit (s) or substitute/ renewed deposits in lieu thereof, along with accrued interest to the said Lending Branch on receipt of instructions from them in this regard. I/We also authorize you to make premature payment of the fixed deposit (s) if the instructions for remittance are received by you from the said Branch before their maturity date(s).

I/We declare that the aforesaid deposit (s) are free from any restrictions /encumbrances. In the event of an attachment, freeze or restriction on the said deposit from a court or any other regulatory authority in India or abroad, I/We authorize you to remit immediately the proceeds of deposit (s) including interest to the Lending Branch in the UAE notwithstanding any loss of interest which I /We might have to incur in this regard .

These instructions are irrevocable and remain in force unless otherwise agreed to by the Lending Branch.

Yours faithfully,

Signature(s)