



Fixed Deposit Backed Facility Application Form

Customer Details

Please fill the form in BLOCK LETTERS and tick the boxes wherever applicable.

Name of Applicant _____

Existing Customer ID / Primary A/c No.

Borrower Business Applicant Individual

If Business Applicant then: Proprietorship Partnership Private Limited Public Limited

Others (Please specify) _____

Nature of Business _____

Facility Details

Facility requested for

Overdraft Pre/ Post shipment Finance Bank Guarantee

Letters of Credit Buyer's Credit Others (Please specify) _____

Type of Facility	Amount (in ₹)	Amount (in FCY)	Purpose	Tenor
Existing				
Proposed				
Total Amount Requested for				
In words (Rupees)/ FCY				

Fixed Deposit No/ s _____ (if available)

Sources of funds _____

Fixed Deposit held in the name/ s _____

Customer ID of Fixed Deposit Provider/ s _____

Other credit facilities

Have you availed of any Credit Facilities (including non fund based)/ Loans from Financial Institutions/ NBFC/ Employer/ Banks/ DB other than the facility request given above (including lease, hire purchase, factoring, derivative contracts)

If Yes, please provide the following details Yes No

Signature of all Borrowers and Fixed Deposit Holders _____

Name of the Bank, Address and Sanction Date	Type of Facility	Loan/ Credit Limit (Please provide amount and currency)	Outstanding	Security	Terms/ Purpose	Rate of Interest	Overdue Position
1							
2							
3							
4							
5							
6							

Total Un-hedged FX exposure (Please give details for each currency) _____

Financial Details

Total income from all sources as per last filed income tax return INR _____

Assessment Year _____

For Business Applicant

PAST PERFORMANCE/ FUTURE ESTIMATES (Actual performance for two previous years, estimates for current year and projections for next year to be provided for working capital facilities. However for term loan facilities projections to be provided till the proposed year of repayment of loan)

(₹ in lacs)	Past Year	Present Year
	Actual	(Estimates)
Net Sales	_____	_____
Net Profit	_____	_____
Capital	_____	_____

(Net worth
in case
of companies)

Signature of all Borrowers and Fixed Deposit Holders _____

Declaration

I/ We hereby declare that the information and documents given by me/ us to Deutsche Bank A.G., India ("DB"/ "Bank") are true, correct and accurate and I/ We have not withheld any material information. I/ We understand that such information and documents have been submitted to induce DB to sanction and grant the credit facility. I/ We have carefully read and understood these terms and conditions governing the facility and hereby irrevocably agree to be bound by the same including the General Business Conditions of the Bank. I/ We hereby declare that I/ We am/ are fully competent to apply for the facility and there is no legal impediment for availing the facility from DB. I/ We confirm that there are no bankruptcy proceedings or garnishee order or winding up proceeding instituted against me I us and I/ We am/ are not un-discharged insolvents and none of my/ our credit facilities/ loans with any financial institutions has turned bad I irregular or is under default. I/ We hereby authorise DB to contact me/ us and/ or my/ our friends, relatives, employer (past and present), business associates to verify the details furnished by me/ us. I/ We also authorise DB to conduct such credit checks that it considers necessary in its sole discretion. I/ We understand and agree that the sanction of the loan/ credit facility at the sole discretion of DB which reserves its rights to reject this application, without assigning any reasons. I/ We also confirm that DB shall not be required to return the documents submitted by me/ us. I/ we further confirm and agree to pay to DB processing fee and other charges as prescribed by DB. I/ We will update the bank in case of any change in my/ our details provided at the time of opening the account which includes address change, change in industry, change in employment I profession and promptly provide such information as the bank may require. I/ We hereby consent, agree and authorise DB to disclose information and data relating to me/ us, information and data of any credit facility availed of/ to be availed of by me I us and/ or information and data relating to any default, if any, committed by me I us in discharge of my/ our obligations as and when DB deem appropriate and necessary and furnish the same to Credit Information Bureau of India Limited ("CIBIL") and or any other agency as deemed necessary at the sole discretion of DB. I/ We agree to provide to DB such further documentation as may be required by DB from time to time to comply with know your customer (KYC) requirements of the Reserve Bank of India and DB. I/ We confirm that the facility shall be utilised by me I us for the stated purpose only and shall not be used for speculative/ anti social purpose and the Bank shall have a right to seek a documentary proof in this regard. I confirm that I have seen the present schedule of interest and charges of the Bank, which are available at the branches and the website of the Bank. I agree and undertake that the said schedule of charges is acceptable to me In consideration of Deutsche Bank AG, (hereinafter called "the Bank") making or continuing to make credit facility/ facilities available to us, for as long as the Bank may think fit, I/ we hereby agree that the Bank shall mark its lien on the fixed deposit made with the bank as security and shall have the right to set off in case of any default by me/ us without any notice to me/ us by terminating the facility and declaring the outstanding as due and payable immediately. I/ We undertake that the instructions for set off as mentioned and the rights hereby conferred on the Bank are irrevocable.

Signature of all Borrowers and Fixed Deposit Holders _____

In addition, the Bank shall have entitled to similar or any other right to which the Bank may be entitled by law. The Bank may at any time and without notice to me/ us set off or transfer and/ or combine or consolidate any sum or sums from time to time (including any amount in addition to or in replacement of any such sums and all accrued interest) standing to the credit of any of my/ our account with the Bank towards satisfaction of any of my/ our liabilities to the Bank in respect of the aforesaid credit facility/ facilities or otherwise anywhere or for any other account or in any other respect. The right of set off to the Bank is on a continuing security basis and in addition to and without prejudice to any other securities or right the Bank may now or hereafter hold or acquire. I/ we further undertake and confirm that the said fixed deposit are and shall always be free from any charges, liens or encumbrances, of any nature, whatsoever.

I/ We further agree that in addition to any general lien or similar right which the Bank may be entitled by law in respect of all securities and monies now or hereafter standing to my/ our credit with the Bank on any accounts (including the above-mentioned Account), the Bank may forthwith at any time and without notice to me/ us combine or consolidate any of the accounts whether current, deposit or otherwise, toward satisfaction of any liabilities to the Bank and set off or transfer such sum or sums standing to the credit of anyone or more of such accounts in or towards satisfaction of any of my/ our liabilities to the Bank on any account or in any respect and regardless of whether the tenor of any sum has matured. Any sum in any of these accounts shall not be withdrawable or transferable by me/ us so long as any liabilities are due or outstanding from me/ us to the Bank.

I/ We am/ are aware that this facility can be recalled on demand and the Bank has a right to recall this facility by issuing me a thirty (30) days written notice during the tenor of the facility.

I/ We confirm having understood the following concepts and illustrative examples related to due dates, classification of our borrowal accounts as SMA/ NPA in the course of the conduct of the accounts. Concepts/ clarifications/ Illustrative examples on Due dates and specification of SMA/ NPA classification dates

Dues:

mean, the principal/ interest/ any charges levied on the loan account which are payable within the period stipulated as per the terms of sanction of the credit facility.

Overdue:

mean, the principal/ interest/ any charges levied on the loan account which are payable but have not been paid within the period stipulated as per the terms of sanction of the credit facility. In other words, any amount due to the bank under any credit facility is 'overdue' if it is not paid on the due date fixed by the bank.

Relevance of the Principle of 'First In First Out' (FIFO) in appropriation of payments into the borrowal account:

The Principle of FIFO i.e., 'First In, First Out' accounting method is relevant to arrive at the No. of days of overdue for determining the SMA/ NPA status. The FIFO principle assumes that the oldest outstanding dues in the loan account needs to be cleared first. The FIFO method thus requires that what is due first must be paid by the borrower first.

For example;

if in any loan account as on 01.02.2021 there are no overdues and an amount of Rs. X is due for payment towards principal instalment/ interest/ charges, any payment being credited on or after 01.02.2021 in the loan account will be used to pay off the dues outstanding on 01.02.2021

Signature of all Borrowers and Fixed Deposit Holders _____

Assuming that nothing is paid/ or there is partial payment (Rs. Y) of dues during the month of February, the overdue as on 01.03.2021 will be Rs. X - Y. Additionally, an amount of Rs. Z becomes due as on 01.03.2021, Now any payment/ partial payment into the account on or after 01.03.2021 will be first utilised to pay off the partial due of 01.02.2021 (Rs. X - Rs . Y) If there is more recovery than the Rs. X - Rs. Y. then after recovering dues of 01.02.2021, the remaining amount will be treated as recovery towards due of 01.03.2021.

Age of oldest Dues:

The age of oldest dues is reckoned in days from the date on which the oldest payment is due and continues to remain unpaid. In the aforesaid illustration, if the Dues relating to 1st February 2021 remain unpaid till 01.03.2021, the age of the oldest dues is reckoned as 29 days on 02.03.2021.

Classification as Special Mention Account (SMA) and Non-Performing Asset (NPA)

Lending institutions will recognize the incipient stress in loan accounts, immediately on Default, by classifying them as Special Mention Accounts (SMA) The basis of classification of SMA/ NPA Category shall be as follows :

Loans in the nature of Term Loans		Loans in the nature of cash credit/ overdraft	
SMA Sub-categories	Basis for classification - Principal or interest payment or any other amount wholly or partly overdue	SMA Sub-categories	Basis for classification - Outstanding balance I remains continuously in excess of the sanctioned limit or drawing power, which ever is lower, for a period of
SMA-0	Upto 30 days		
SMA-1	More than 30 days and upto 60 days	SMA-1	More than 30 days and upto 60 days
SMA-2	More than 60 days and upto 90 days	SMA-2	More than 60 days and upto 90 days

However, In case of NBFCs, the reference to 90 days for SMA-2/ NPA classification to be read as per the applicable norms and also subject to the provisions of the RBI Circular DOR CRE.REC .No.60/03.10.001/2021- 22 dated October 22, 2021 on 'Scale Based Regulation (SBR): A revised Regulatory framework for NBFCs. Also, the asset classification norms of Agricultural advances which are based on Crop Season shall continue as hitherto.

Signature of all Borrowers and Fixed Deposit Holders _____

Non-performing Asset:

Non-Performing Asset (NPA) is a loan or an advance where:

- i. interest and/ or instalment of principal remains overdue for a period of more than 90 days in respect of a term loan,
- ii. the account remains 'out of order' as indicated below, in respect of an Overdraft/ Cash Credit (OD/ CC),
- iii. the bill remains overdue for a period of more than 90 days in the case of bills purchased and discounted,
- iv. the instalment of principal or interest thereon remains overdue for two crop seasons for short duration crops,
- v. the instalment of principal or interest thereon remains overdue for one crop season for long duration crops.

'Out of Order' Status :

An account shall be treated as 'out of order' if:

- i. the outstanding balance in the CC/ OD account remains continuously in excess of the sanctioned limit/ drawing power for 90 days, or
- ii. the outstanding balance in the CC/OD account is less than the sanctioned limit/ drawing power but there are no credits continuously for 90 days, or the outstanding balance in the CC/ OD account is less than the sanctioned limit/ drawing power but credits are not enough to cover the interest debited during the previous 90 days period.

Illustrative movement of an account to SMA category to NPA category based on delay I nonpayment of dues and subsequent upgradation to Standard category at day end process:

Signature of all Borrowers and Fixed Deposit Holders _____

Due date of payment	Payment Date	Payment covers	Age of oldest dues in days	SMA/ NPA Categorisation	SMA since Date/ SMA class date	NPA Cate-gorisation	NPA Date
01.01.2022	01.01.2022	Entire dues upto 01.01.2022	0	NIL	NA	NA	NA
01.02.2022	01.02.2022	Partly paid dues of 01.02.2022	1	SMA 0	01.02.2022	NA	NA
01.02.2022	02.02.2022	Partly paid dues of 01.02.2022	2	SMA 0	01.02.2022	NA	NA
01.03.2022		Dues of 01.02.2022 not fully paid 01.03.2022 is also due at EOD 01.03.2022	29	SMA 0	01.02.2022	NA	NA
		Dues of 01.02.2022 fully paid, Due for 01.03.2022 not paid at EOD 01.03.2022	1	SMA 0	01.03.2022	NA	NA
		No payment of full dues on 01.02.2022 and 01.03.2022 at EOD 03.03.2022	31	SMA 0	01.02.2022/ 03.03.2022	NA	NA
		Dues of 01.02.2022 fully paid, Due for 01.03.2022 not fully paid at EOD 01.03.2022	1	SMA 0	01.03.2022	NA	NA
01.04.2022		No payment of dues of 01.02.2022, 01.03.2022 and amount due on 01.04.2022 at EOD 01.04.2022	60	SMA 1	01.02.2022/ 03.03.2022	NA	NA
		No payment of dues of 01.02.2022 till 01.04.2022 at EOD 02.04.2022	61	SMA 2	01.02.2022/ 02.04.2022	NA	NA
01.05.2022		No payment of dues of 01.02.2022 till 01.05.2022 at EOD 01.05.2022	90	SMA 2	01.02.2022/ 02.04.2022	NA	NA
01.01.2022	01.01.2022	Entire dues upto 01.01.2022	0	NIL	NA	NA	NA
01.02.2022	01.02.2022	Partly paid dues of 01.02.2022	1	SMA 0	01.02.2022	NA	NA
01.02.2022	02.02.2022	Partly paid dues of 01.02.2022	2	SMA 0	01.02.2022	NA	NA

Signature of all Borrowers and Fixed Deposit Holders _____

01.03.2022		Dues of 01.02.2022 not fully paid 01.03.2022 is also due at EOD 01.03.2022	29	SMA 0	01.02.2022	NA	NA
		Dues of 01.02.2022 fully paid, Due for 01.03.2022 not paid at EOD 01.03.2022	1	SMA 0	01.03.2022	NA	NA
		No payment of full dues on 01.02.2022 and 01.03.2022 at EOD 03.03.2022	31	SMA 0	01.02.2022/ 03.03.2022	NA	NA
		Dues of 01.02.2022 fully paid, Due for 01.03.2022 not fully paid at EOD 01.03.2022	1	SMA 0	01.03.2022	NA	NA
01.04.2022		No payment of dues of 01.02.2022, 01.03.2022 and amount due on 01.04.2022 at EOD 01.04.2022	60	SMA 1	01.02.2022/ 03.03.2022	NA	NA
		No payment of dues of 01.02.2022 till 01.04.2022 at EOD 02.04.2022	61	SMA 2	01.02.2022/ 02.04.2022	NA	NA
01.05.2022		No payment of dues of 01.02.2022 till 01.05.2022 at EOD 01.05.2022	90	SMA 2	01.02.2022/ 02.04.2022	NA	NA
		No payment of dues of 01.02.2022 till 01.05.2022 at EOD 02.05.2022	91	NPA	NA	NPA	02.05.2022
01.06.2022	01.06.2022	Fully Paid dues of 01.02.2022 at EOD 01.06.2022	93	NPA	NA	NPA	02.05.2022
01.07.2022	01.07.2022	Paid entire dues of 01.03.2022 and 01.04.2022 at EOD 01.07.2022	62	NPA	NA	NPA	02.05.2022
01.08.2022	01.08.2022	Paid entire dues of 01.05.2022 and 01.06.2022 at EOD 01.08.2022	32	NPA	NA	NPA	02.05.2022
01.09.2022	01.09.2022	Paid entire dues of 01.07.2022 and 01.08.2022 at EOD 01.09.2022	1	NPA	NA	NPA	02.05.2022
01.10.2022	01.10.2022	Paid entire dues of 01.09.2022 and 01.10.2022	0	Standard Account with No Overdues	NA	NA	STD from 01.10.2022

Signature of all Borrowers and Fixed Deposit Holders _____

I/ we also understand that the aforesaid few examples are illustrative and not exhaustive in nature covering common scenarios, and that, the IRACP norms and clarifications provided by RBI on the subjects referred above will prevail.

Risk Disclosure

I/ We fully understand the various risks associated with availing a facility against the collateral of my/ our Fixed Deposit, namely,

- The facility are uncommitted in nature and can be upto a maximum limit as mentioned above (“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 fixed deposit made with the Bank by me/ us (“ the Facility “).
- The overdraft facility would be provided for a maximum period of 12 months from the date of setting up of the facility or any such period as may be deemed fit by the bank.
- I/ We are required to regularise my/ our account by making good the shortfall in the required margin, by way of repaying in part/ full, the overdraft amount outstanding in my/ our account. Failure to regularise my/ our account may result in the Bank liquidating the underlying fixed deposit(s) and using the sale/ liquidation proceeds to reduce the outstanding overdraft, including any interest/ fees/ charges/ commissions/ etc. and regularising the account.
- Interest will be levied on a monthly basis and debited to my/ our Account. I/ We agree, declare and confirm that the applicable interest and any other charges including stamp duty payable by me/ us shall be debited to the Bank Account so maintained by me/ us with the Bank. 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 Fixed Deposit cannot be liquidated by me/ us till such time the same are under lien with the Bank, save and except in cases of enforcement of set off by Deutsche Bank.

In compliance to RBI Master Circular on Loans and Advances dated July 01, 2015, as amended from time to time, Where the Borrower is an individual or sole proprietor

I hereby declare that I am not a “relative” to any director or senior official or the Bank, in terms of the aforementioned Master Circular of RBI.

Where the Borrower is a partnership firm

I hereby declare that none of the partners in our firm is a “relative” to any director or senior official of the Bank, in terms of the aforementioned Master Circular of RBI.

Where the Borrower is a company

I hereby declare that none of our directors, principal shareholders or Officers in default (as defined in Companies Act, 1956) is a “relative” to any director or senior official of the Bank, in terms of the aforementioned Master Circular of RBI.

I have read, understood and received a copy of the Bank’s Terms and Conditions for the applied facility and the General Business Conditions and acknowledge acceptance of the same

I have read and agreed to the above terms and conditions. I also confirm that I haven’t signed a blank document/ application form

Signature of all Borrowers and Fixed Deposit Holders _____

Signature of Borrower and Fixed Deposit Holders

Authorised Signatories:

Name _____ Designation _____

Signature _____

Name _____ Designation _____

Signature _____

Name _____ Designation _____

Signature _____

Name _____ Designation _____

Signature _____

For Internal Use Only

Sourcing Manager Name _____

Sourcing Manager Code _____

Signature _____

IDMS master code _____

Most Important Terms and Conditions:

I/ We declare that I/ We have been intimated and that I/ We understand that

- Penal charges, preclosure and all other charges will be applicable as per the schedule of charges published on the website currently as follows:

Fee Type/ Nature of Charges	Charges
Overdraft	FD Rate+ MBOR* + ____% or Fixed Rate ____% per annum applied on daily outstanding and charged monthly as advised from time to time (Strike out the non-applicable)
Taxes Payable on Fees and Charges	As applicable
Letters of Credit	As per Account Variant
Issuance of Guarantees	As per Account Variant
Pre-Shipment (PCFC)/ Post Shipment	RFR plus ____% (RFR rate applicable as on the day of drawdown)
Buyers Credit	RFR plus ____% (RFR rate applicable as on the day of drawdown)
Processing Fee	____% Plus Applicable Taxes

- Interest shall be payable at monthly rests.
- The interest for the entire month towards the facility utilised will become due for payment on last calendar day of the same month.
- In addition excess interest and overdue interest as applicable will be levied. In particular, penalty interest on late repayment, on any overdue sum and/ or on advances that are not used for the specified purpose will be charged at 15% per annum.
- I/ We understand that the Bank can seek my/ our latest information and collect the required KYC documents on periodical basis in compliance with the RBI guidelines.
- At present, I/ We do not wish to get included my/ our contact details with Do Not Call Registry/ National Do Not Call Registry and I/ We take note to update my/ our contact details with these registries whenever I/ We wish to.

I/ We have read and agreed to the above terms and conditions. I/ We also confirm that I/ We haven't signed a blank document application form.

Regards,

(Primary Applicant Signature)

(Primary Applicant Name)

Please do not give cash or
issue blank cheques

*MBOR will be determined based on the MIBOR published by Financial Benchmarks India Pvt. Ltd. (FBIL) on the last working day of the month and would be used as benchmark rate for all facilities booked from 7th of a subsequent month till the 6th of the next calendar month after that. Applicable RFR will be respective currency RFR Rate.

Most Important Terms and Conditions:

I/ We declare that I/ We have been intimated and that I/ We understand that

- Penal charges, preclosure and all other charges will be applicable as per the schedule of charges published on the website currently as follows:

Fee Type/ Nature of Charges	Charges
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Taxes Payable on Fees and Charges	As applicable
Letters of Credit	As per Account Variant
Issuance of Guarantees	As per Account Variant
Pre-Shipment (PCFC)/ Post Shipment	RFR plus ____% (RFR rate applicable as on the day of drawdown)
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- Interest shall be payable at monthly rests.
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- In addition excess interest and overdue interest as applicable will be levied. In particular, penalty interest on late repayment, on any overdue sum and/ or on advances that are not used for the specified purpose will be charged at 15% per annum.
- I/ We understand that the Bank can seek my/ our latest information and collect the required KYC documents on periodical basis in compliance with the RBI guidelines.
- At present, I/ We do not wish to get included my/ our contact details with Do Not Call Registry/ National Do Not Call Registry and I/ We take note to update my/ our contact details with these registries whenever I/ We wish to.

I/ We have read and agreed to the above terms and conditions. I/ We also confirm that I/ We haven't signed a blank document application form.

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Applicable RFR will be respective currency RFR Rate.

ACKNOWLEDGEMENT

_____ Branch

Received the loan application form,

from Mr./ Mrs./ Ms/ Dr./ Messrs _____

(Any additional details/ documents required, should be supplied immediately on intimation. In such a case, date of receipt of such additional information shall be treated as the date of application.)

Decision shall be conveyed in writing within a maximum period of one month from the date of receipt of application.

Any grievances/ disputes arising in this regard, should be made in writing to customer.care@db.com OR call 1860 266 6660

Please quote this Serial No. for any future communication _____

Date

Signature of Bank official (with Stamp)

ACKNOWLEDGEMENT

_____ Branch

Received the loan application form,

from Mr./ Mrs./ Ms/ Dr./ Messrs _____

(Any additional details/ documents required, should be supplied immediately on intimation. In such a case, date of receipt of such additional information shall be treated as the date of application.)

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