

SARASWAT CO-OPERATIVE BANK LTD

Terms & Conditions for Overdraft facility against Fixed Deposits offered through Internet Banking (IB) /Mobile Banking (MB)

1. The overdraft facility against Fixed Deposits is subject to regulatory guidelines/laws as amended from time to time and it can be discontinued / recalled any time including in the event of default without any notice.
2. I/We hereby agree to repay the principal sum borrowed by me/us with Interest thereon at such rests and at such rates as may be prescribed by the bank, while sanctioning the credit facility and/or subsequently from time to time. I/We confirms that the deposits would not be withdrawn till the time the loan is repaid.
3. I/We agree to abide by all the terms and conditions the Bank may impose in its sanction/advance/order or other communications relating to the grant of credit facility.
4. I/We agree that the Bank in its discretion may reduce or otherwise vary the limits, margins or other conditions or types of credit facilities so sanctioned.
5. I/We will furnish the bank with all such information as the bank may reasonably require for satisfaction as to due compliance with terms of the said credit facility and all such periodical reports and information, at such intervals, in such form and containing such particulars as you may call for the purpose of ascertaining the results of the utilization of the said advance.
6. I /We further undertake as follows: During the currency of the said credit facility, I/We agree not to dissolve and/or make any alterations or change in the existing constitution, without the prior written permission of the Bank.
7. I/We agree that all auto closure FDs will be converted to auto renewal mode and same shall not be disputed by me/us.
8. OD account will be auto renewed.
9. I/We declare that I/We am/are not a director of Saraswat Bank (including the Chairman/Managing Director) / or a relative of director of Saraswat Bank/other bank/senior officer of Saraswat Bank.
10. I/We agree to utilize the credit facility sanctioned only for the purpose sanctioned by the Bank. I/We declare the proceeds of this facility shall not be used for relending, purchase of gold in any form including primary gold, gold bullion, gold jewelry, gold coins, units of gold Exchanged Traded Fund (ETF), units of gold Mutual Funds, acquisition of small savings instruments (including KVP & NSC) and any illegal/antisocial /Speculative activities/ purposes linked to capital market activities.
11. I/We agree that once the online limit is availed by me/us, for further limit enhancement if any required, I/we am/are aware the same is not available online and to avail the same , I/we will visit the Branch and will complete the necessary documentation in this regard.
12. I/We declare and confirm that, the overdraft facility against my Fixed Deposit is sanctioned on the condition that Saraswat Bank has a right to create pledge and mark a lien on any of the Fixed Deposits and/or accounts.
13. I/We agree and consent to Saraswat Bank to debit my Saving Bank ("SB") / Current account (CA) to clear any dues in OD account and close the OD account.
14. I/we am/are aware that closure of Overdraft account will be accepted as closure request on digital platform and same will be processed by branch within 48 working hours.
15. I /We am/are liable for interest payment till actual closure of facility/account.
16. I/we agree to co-operate the Branch for completion and closure of facility/account requests.
17. I/we agree that in case of revocation of my OD closure request, I /we will inform the same to Branch through registered email ID / letter.
- 18.13. I/We agree and consent to Saraswat Bank to transfer any credit balance in OD account post all interest and principal servicing by borrower to be credited to borrower's SB account.

19. 14. I/We agree and confirm that Interest rate applicable on OD facility is directly linked to FD rate of interest, and any change in FD rate of interest will correspondingly impact OD rate.
20. 15. Lien Letter for application of Overdraft against Fixed Deposit: (a) Your Bank has granted / agreed to grant me / us financial assistance by way of Overdraft or such other facility as may be granted by the Bank or availed by the borrower from time to time per monthly / quarterly / half yearly / annually rests, charge, commission, costs, expenses and other charges (hereinafter referred to as the "Credit Facility / ies). (b) I / We hereby confirm and undertake that as security / collateral security for the due repayment of the liability arising out of the aforesaid Credit Facility / ies and the ultimate liabilities due / that may become due to the Bank from the borrower and / or me / us, in addition to your right of set off, Saraswat Bank shall also have right at any time and without prior notice or reference to me / us and without my / our consent to adjust, appropriate or to set-off any credit balance or any part thereof due to me / us in my / our Current / Savings / any other Deposit Account or any account whatsoever including the above mentioned Fixed / Term Deposit / Recurring Deposit Receipt(s) Account No.(s.) at any of Saraswat Bank branches in my / our name(s) ("Deposit") with or without joint names of any other persons on or before the dates of maturity thereof towards the satisfaction or part satisfaction of outstanding balances or loan, Overdraft / cash credit or of the amounts due or to become due by me / us or by the aforesaid borrower to you in any account including under the Credit Facilities at any of Saraswat Bank branch / branches whatsoever. (c) The above Deposits shall continue to be available to the Bank as Security as such even if any Overdraft Facility runs into Credit / is reduced or extinguished or the credit facilities are renewed at any time or from time to time and Saraswat Bank is authorized to renew the said Deposit without further notice or consent from me / us or the borrower. (d) That in case of default or Credit Facility / ies is not repaid on demand, the Bank may take all steps necessary to prematurely encase the Fixed / Term Deposit to itself or set-off or uplift the securities / Fixed or Term Deposits hereby offered or held at any time or transfer / assign or reassign the same considered to be reasonable by the Bank and appropriate the net amounts towards discharge of all my / our liabilities in the account/s with the Bank at any of its branch (es). Should there be any shortfall, I / We hereby undertake to pay the same along with interest at the rate specified in the sanction, on demand by the Bank without any demur and the Bank may reserve its right to initiate appropriate proceedings against me / us for recovery of its dues from me / us. (e) The security held on the terms of this Letter shall act as continuing security for ultimate balance of all monies that may be due from me / us or from the borrower to the Bank. Neither the said security nor this Letter shall be considered as terminated by reason only of the repayment of any particular Credit Facility or by any change in the constitution or by death / retirement (in case of partnership) or otherwise and shall be fully binding on my / our legal representatives, heirs, executors, administrators and assigns.
21. I/We further agree and confirm that the lien on the above-mentioned fixed deposits are unconditionally authorized by me / us for the purpose as security for the facility to be granted to me / us.
22. I /We further agree that the lien as above shall be irrevocable by me / us either singly or jointly and continue till such time loan / overdraft facility is fully paid.
23. I/We further agree to mark an exclusive lien on the above deposits for the purpose of ODFD.
24. The facilities now sanctioned will be due for renewal after the end of the expiry period. You are required to furnish documents and information as may be required by the Bank two months prior to the date of renewal / review.
25. The borrower shall pay the charges to the bank as per the Banks standard schedule of charges for various services rendered by the Bank.
26. Any change in ROI and renewal fees shall be communicated at the time of renewal.
27. Any excess drawing (other than what has been specifically approved in the scheme) or irregularity on account of non-payment of interest/ charges or non-compliance with the

terms of sanction will attract penal interest over and above normal rate of interest, from the date of happening of the irregularity/non-compliance till the date of rectification/regularization as the Bank may deem fit.

28. In the event of any change of address for communication, any change in business/profession by you, the same should be intimated to the Bank, immediately.
29. The facility/Renewal is at sole discretion of the Bank. Further, the Bank shall have an unconditional right to cancel the undrawn/un-availed/unused portion of the Loan / Facility at any time during the subsistence of the Loan / Facility, without any prior notice to the borrower, for any reason whatsoever. In the event of any such cancellation, all the provisions of this Document shall continue to be effective and valid, and the Borrower shall repay the outstanding dues under the OD facility duly and punctually as provided herein.
30. An account should be treated as 'out of order' if the outstanding balance remains continuously in excess of the security amount for 90 days.
31. In case of non-payment of dues under this facility and the account is classified as non-performing asset all other loan accounts of the Borrower would be classified as non-performing asset.
32. The Borrower also agrees, undertakes and confirms as under: (a) The Borrower understands that as a precondition relating to the grant of and/or continuing the grant of the Facility to the Borrower, the Bank requires the Borrower's consent for the disclosure by the Bank of, information and data relating to the Borrower, of the Facility availed of/to be availed by the Borrower, in discharge thereof. (b) Accordingly, the Borrower hereby agrees and gives consent for the disclosure by Bank of all or any such: 1. Information and data relating to the Borrower; 2. The information of data relating to the Facility /Financing Documents; and 3. Default, if any, committed by the Borrower, in discharge of the Borrower's obligations under the facility, as the Bank may deem appropriate and necessary, to disclose and furnish to Credit Information Companies ("CIC") and any other agency authorized in this behalf by Reserve Bank of India ("RBI") and/or to Information Utilities or any other person pursuant to the Insolvency and Bankruptcy Code, 2016; and/or to any other statutory or regulatory or law enforcement authority (including Court and/or Tribunals). (c) The Borrower declares that the information and data furnished by the Borrower to the Bank are true and correct. (d) I/We hereby declare that if the details furnished are found to be false then the bank will be entitled to revoke and/or recall my credit facility. (e) The Borrower also undertakes that: 1. Any CIC 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 2. Any CIC and any other agency so authorized may furnish for consideration, the processed information and data disclosed or products thereof prepared by them, to bank(s)/financial institution(s) and other credit grantors or registered users, as may be specified by the RBI in this behalf.
33. I / We hereby declare and confirm that the present FD's are not under any attachment from any statutory authority / Police authority / court of competent jurisdiction. However, if any attachment order is served upon the Bank on the FD's then in such case the bank has exclusive rights to first recover its dues, charges, etc and remit the available balance, if any, to the attaching authority.
34. I / We also confirm that the above deposits would not be withdrawn till the time the loan is repaid.
35. The interest debited in the account is a demand in itself and should get repaid immediately failing which the bank will have the right to debit the SB account maintained with the Bank or may liquidate the FD linked with the account to recover overdue amount by exercising its general lien.
36. All amounts in default for payment, due to delay or non-payment of EMI/Instalment or interest there- on including any costs, charges and expenses or due to occurrence of any other Event of Default as per point no. 1 & 15(d) shall be debited to the loan/drawal account and in such case Bank shall also levy the penal interest and other charges as applicable and prescribed in the point no. 20 in the said loan/drawal account for the

- period of default without there being any need to assign a reason for the same, which shall be paid by the Borrower.
37. In order to regularize the said loan/drawal account, the Borrower shall be liable to pay all the above-mentioned amounts in default and/or penal interest and other charges, as the case may be, [on immediate basis]
38. The Terms and Conditions shall be governed by the laws of India. Any dispute arising out of this Offer shall be subject to the exclusive jurisdiction of competent courts in Mumbai.
39. The Fair Practice Code for the Lenders as published on the Saraswat Bank's website, shall apply to the Loan. Copy of the Fair Practice Code for lenders as available on the Bank's website.
40. I/we confirm that the total banking exposure of our firm/company after availing the proposed loan / credit facility is Rs.50 Crore or above. **The Legal Entity Identifier (LEI) is applicable to our firm/company**, and we will endeavour to obtain for the LEI within one month and agree to provide the LEI details to Saraswat Bank once we obtain the same.
41. I/we confirm that the total banking exposure of our firm/company after availing the proposed loan / credit facility is between Rs.5 Crore to less than Rs. 50 Crore. We will endeavour to obtain for the LEI at the earliest and agree to provide the LEI details to Saraswat Bank once we obtain the same.
42. I/we confirm that the total banking exposure of our firm/company after availing the proposed loan / credit facility is below Rs. 5 Crore. The Legal Entity Identifier (LEI) is not applicable to us.
43. I/We hereby further declare that, I/we am/are fully aware of the requirements stipulated by Reserve Bank of India ("RBI") for opening current accounts and for maintaining Overdraft/Cash Credit Accounts in the RBI circulars titled Opening of Current Accounts by Banks - Need for Discipline vide circulars DOR.No.BP.BC/7/21.04.048/2020-21 dated August 6, 2020 read with DOR.No.BP.BC.27/21.04.048/2020-21 dated November 2, 2020, RBI/2020-21/79 DOR.No.BP.BC.30/21.04.048/2020-21 dated December 14, 2020 and RBI/2021-22/116 DOR.CRE.REC.63/21.04.048/2021-22 dated October 29, 2021 (collectively known as "RBI guidelines").
44. I/We understand that, as permitted in the above-mentioned RBI guidelines where a bank's exposure to a borrower is less than Rs. 5 crores of the exposure of the banking system to that borrower there are no restrictions in opening and maintaining Current Accounts & OD/CC facilities from the Banking system. However, if the borrower's exposure reaches Rs. 5 crores or more, such borrower (s) can maintain current accounts with any one of the banks with which it has CC/OD facility, provided that the bank has at least 10 per cent of the exposure of the banking system to that borrower. Further, other lending banks may open only collection accounts subject to the condition that funds deposited in such collection accounts will be remitted within two working days of receiving such funds, to the CC/OD account maintained with the above-mentioned bank maintaining current accounts for the borrower. In case none of the lenders has at least 10% exposure of the banking system to the borrower, the bank having the highest exposure may open current accounts. Non-lending banks are not permitted to open current accounts. It is clarified that borrowers not availing CC/OD facility from the banking system shall continue to maintain current accounts. Further while credits are freely permitted, debits to such collection accounts can only be for credit to the CC/OD account of that borrower with a bank that has 10 per cent or more of the exposure/highest exposure of the banking system to that borrower. I/We understand that, in case the exposure to a borrower is less than 10 percent with the bank then remittance (debut) of funds from the collection account of the borrower will be permitted only to the credit of CC/OD account of the bank having more than 10 percent exposure/highest exposure, within two working days of receiving such funds, to the CC/OD account maintained with the above-mentioned bank maintaining current accounts for the borrower.
45. I/We hereby declare and confirm that my/our exposure to the banking system (exposure as defined by the abovementioned RBI guidelines) is less than rupees 5 crores and

hence the loan facilities availed by me/us as borrower(s) from Saraswat Bank as enumerated below does not suffer from the restrictions imposed by RBI in the abovementioned RBI guidelines.

46. I/We hereby also undertake to inform Saraswat Bank as and when my/our exposure from the banking system reaches rupees 5 crores and also allow Saraswat Bank to at least on a half-yearly basis conduct a review of banking exposure in respect of the facilities enjoyed by me/us with the banking system.
47. I/We also further undertake to keep the Bank informed of other credit facilities that I/we may avail from other Banks/ Financial Institutions subsequently.
48. I/We understand that in case my/our exposure reaches or exceeds rupees 5 crores from the banking system, I/We shall undertake to comply with the requirements of the said RBI guidelines and allow Saraswat Bank to approach me/us to comply with the said RBI guidelines basis which loan/ credit facility was granted to me/us which may include among others, closure of current accounts as may be applicable.
49. I/We hereby undertake to comply with the requirements stipulated by Reserve Bank of India ("RBI") for opening current account and for maintaining Overdraft/Cash Credit Account in the RBI circulars titled Opening of Current Accounts by Banks - Need for Discipline vide circulars DOR.No.BP.BC/7/21.04.048/2020-21 dated August 6, 2020 read with DOR.No.BP.BC.27/21.04.048/2020-21 dated November 2, 2020, RBI/2020-21/79 DOR.No.BP.BC.30/21.04.048/2020-21 dated December 14, 2020 and RBI/2021-22/116 DOR.CRE.REC.63/21.04.048/2021-22 dated October 29, 2021 (collectively known as "RBI guidelines").

Classification / INTERNAL

Key Fact Statement - Tangible Loan

Name of the Regulated entity: SARASWAT COOPERATIVE BANK LTD

Type of Loan: Tangible Loan

Part 1 (Interest rate and fees/charges)

| | | | | | | | | | | |
|------------------------|---|-------------------|--|---|--|--|--|--|----------|-------------|
| 1 | Loan proposal/ account No. | | Type of Loan | Tangible Loan | | | | | | |
| 2 | Sanctioned Loan amount (in Rupees) | | | | | | | | | |
| 3 | Disbursal schedule (i) Disbursement in stages or 100% upfront. (ii) If it is stage wise, mention the clause of loan agreement having relevant details | | Disbursement as per requirement | | | | | | | |
| 4 | Loan term (year/months/days) | | | | | | | | | |
| 5 | Instalment details | | | | | | | | | |
| Type of instalments | | Number of EPIs | EPI (Rs) | Commencement of repayment, post sanction | | | | | | |
| Regular | | | | Not Applicable | | | | | | |
| 6 | Interest rate (%) and type (fixed or floating or hybrid) | | Fixed | | | | | | | |
| 7 | Additional Information in case of Floating rate of interest | | | | | | | | | |
| Reference Benchmark | Benchmark rate (%) (B) | Spread (%) (S) | Final rate (%) R = (B) + (S) | Reset periodicity (Months) <table><tr><td>B</td><td>S</td></tr></table> | B | S | Impact of change in the reference benchmark (for 25 bps change in 'R', change in:) <table><tr><td>EPI (Rs)</td><td>No. of EPIs</td></tr></table> | | EPI (Rs) | No. of EPIs |
| B | S | | | | | | | | | |
| EPI (Rs) | No. of EPIs | | | | | | | | | |
| | | | | As and when declared | As and when declared | Not Applicable | Not Applicable | | | |
| 8 | Fee/ Charges | | | | | | | | | |
| | | | Payable to the RE (A) | | Payable to a third party through RE (B) | | | | | |
| | | | One-time/ Recurring | Amount (in Rs) or Percentage (%) as Applicable | One-time/ Recurring | Amount (in Rs) or Percentage (%) as applicable | | | | |
| (i) | Processing fees | | | | | | | | | |
| (ii) | Insurance charges | | | | | | | | | |
| (iii) | Valuation fees | | | | | | | | | |

| | | | | | |
|-------|---|--|----|--|--------------------------|
| (iv) | Shareholding | | | | |
| (v) | Legal fee | | | | |
| 9 | Annual Percentage Rate (APR) (%) | | 8% | | |
| 10 | Details of Contingent Charges (in – or %, as applicable) | | | | |
| (i) | Penal charges, if any, in case of delayed payment | | | | 2% |
| (ii) | Other penal charges, if any | | | | 1% |
| (iii) | Foreclosure charges, if applicable (applicable for non-individual) | | | | 2% of outstanding amount |
| (iv) | Charges for switching of loans from floating to fixed rate and vice versa | | | | NA |
| (v) | Any other charges (please specify) | | | | NA |

Part 2 (Other qualitative information)

| | | |
|---|--|---|
| 1 | Clause of Loan agreement relating to engagement of recovery agents | Yes |
| 2 | Clause of Loan agreement which details grievance redressal mechanism | NA |
| 3 | Phone number and email id of the nodal grievance redressal officer | Tel no 022-66005555, corporatecenter@saraswatbank.com |
| 4 | Whether the loan is, or in future maybe, subject to transfer to other REs or securitisation (Yes/ No) | Yes |
| 5 | In case of lending under collaborative lending arrangements (e.g., co-lending/ outsourcing), following additional details may be furnished: | |
| Name of the originating RE, along with its funding proportion | | Name of the partner RE along with its proportion of funding |
| | | Blended rate of interest |
| | | |
| 6 | In case of digital loans, following specific disclosures may be furnished: | |
| | (i) Cooling off/look-up period, in terms of RE's board approved policy, during which borrower shall not be charged any penalty on prepayment of loan | NA |
| | (ii) Details of LSP acting as recovery agent and authorized to approach the borrower | NA |

**ANNEXURE -II COMPUTATION OF
APR**

| Sr. No | Parameter | Details |
|-----------|---|----------------------------------|
| 1 | Sanctioned Loan amount (in Rupees) | |
| 2 | Loan Term (in years/ months/ days) | |
| a) | No. of instalments for payment of principal, in case of non-equated periodic loans | - |
| b) | Type of EPI Amount of each EPI (in Rupees) and nos. of EPIs (e.g., no. of EMIs in case of monthly instalments) | Monthly |
| c) | No. of instalments for payment of capitalized interest, if any | - |
| d) | Commencement of repayments, post sanction | |
| 3 | Interest rate type (fixed or floating or hybrid) | Fixed |
| 4 | Rate of Interest | |
| 5 | Total Interest Amount to be charged during the entire tenor of the loan as per the rate prevailing on sanction date (in Rupees) | |
| 6 | Fee/ Charges payable (in Rupees) | |
| A | Payable to the RE | |
| B | Payable to third-party routed through RE | |
| 7 | Net disbursed amount (in Rupees) | |
| 8 | Total amount to be paid by the borrower (in Rupees) | |
| 9 | Annual Percentage rate- Effective annualized interest rate (in percentage) | |
| 10 | Schedule of disbursement as per terms and conditions | Detailed schedule to be provided |
| 11 | Due date of payment of instalment and interest | |

ANNEXURE -III
AMORTIZATION

| SCHEDULE Month | Date | Instalment | Interest | Principal repayment | Principal O/S |
|--------------------------|------|------------|----------|------------------------|---------------|
| 1 | | | | | |
| 2 | | | | | |
| 3 | | | | | |

Acknowledgment

I confirm to have
checked the Key Fact
Statement for the loan
availed by me

Classification - INTERNAL