



# AMERICAN EXPRESS BANKING CORP.

(Incorporated in the U.S.A.)

Branch: MGF Metropolitan, Office Tower, Level 7, District Centre, Saket, New Delhi - 110017



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# TERM DEPOSIT ACCOUNT APPLICATION FORM

	(Fields m	DEPOSIT( narked with * a	OR DETAILS re mandatory		
Name of Depositor	·				
Date of Incorporation	on*:		State of Inc	corporation:	
Registration No./ C	IN No.*:				
PAN No.*:(Attach the certified PAN	Card copy for verification)				
Mailing Address*: _					
City*:				_ PIN*:	
Registered Address	*:				
City*:			_ PIN*:		
Telephone/Mobile No.*:			Email ID	*:	
Are you registered as MSME? Yes No		s No	If yes, pleas	se share Reg. No.:_	
Business Entity of Depositors*:	Unincorporated A	ssociation	Partnership	LLP	Pvt. Ltd. Company
	Public Ltd. Compa	any Society	/ Trus	t Other	
Industry type*:	Consultancy	Manufa	acture Expo	ort Retail	
	Trade	Service	e Othe	er	
	(All fields are ma		NFORMATIO	N evant boxes ticked	)
Amount of Deposit	(in figures): <u>INR</u>				
(In words):					
Period of Deposit: _	Years			_ Months	Days
Interest Payment:	At Maturity			Annually	
Prematurity Option	: With Premature Withdrawal Fa		cility	Without Prem	nature Withdrawal Facility
Mode of Payment:	Cheque N	0	Dated	Dra	awn On
	DD/ PO N	0	Dated	Dra	awn On
	☐ NEFT/ RTGS A	Account No		Bank	
Discourse				Branch Branch	
account number only. F		ial accounts of ben	eficial owner or aut		he above mentioned company not be accepted for the purpose
Company Stamp			Date of	Application:	

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AUTHORISED SIGNATO	RY 4 (All fields are mandatory)		
Name:			
Permanent Address:	F	Please affix	
Current Address:	pa	our recent assport size abotograph	
Telephone No.: Date	of Birth:	here	
Email Address:			
PAN:	OR Form 60		
Please provide identity and address proof from the belo	ow list of officially valid documents.		
List of Officially Valid Documents (OVD):			
Passport Driving Licence	] Voter ID		
Proof of possession of Aadhaar	Other (From the Officially Valid Document list)		
DECLARATION (	CUM UNDERTAKING		
I/we confirm that the information provided by me/us he	orain are correct and as nor records of the Depositor		
	·	Form.	
<ol> <li>I/we have read, understood and agreed to abide by and be bound by the Terms and Conditions set out in this Form.</li> <li>I/we undertake to keep the Bank promptly informed in writing, against clear acknowledgement, of any changes in the Name, Address, Contact Details, Authorised Signatories, Constitution or Directorships/Partners/Trustees/Office-bearers, etc. of the Depositor.</li> </ol>			
4. I/we shall provide or arrange to provide all such informate Your Customer obligations from time to time.	4. I/we shall provide or arrange to provide all such information that may be required by the Bank in connection with its Know		
<ul> <li>5. I/we certify that the supporting documents including but not limited to the identity as well as the address proofs and photograph/s and the contents of this application are true and accurate as on date of this application. I/we undertake to and agree to provide any documents as asked for by the Bank at a later stage and certify that any such documents so provided and contents thereof will be true and accurate as on date of submission of such documents to the Bank and will be deemed to be true and accurate in all respects even if such supporting documents are submitted by any means as acceptable to the Bank.</li> <li>6. I/we understand that our personal information and sensitive personal data or information shall be stored, used and shared by AEBC in accordance with its Privacy Policy which is available at https://www.americanexpress.com/in/privacy-statement.html</li> </ul>			
Signature (Authorised Signatory 1)	Signature (Authorised Signatory 2	2)	
Signature (Authorised Signatory 3)	Signature (Authorised Signatory	4)	
FOR OFFICE USE (	to be filled in by Bank Official)		
Deposit A/c No.:	Date of Verification:		
Name of Bank Officer:			
Name of Dank Officel.	IIIIIIII OI DAIN OIIICEI.		

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- At the time of commencing the Depositor-Bank relationship, the Bank shall obtain from the Depositor the Term Deposit
  Account Application Form. From time to time the Bank shall obtain from the Depositor an application in prescribed form for
  placing each Deposit with the Bank.
- 2. The Bank will issue in a prescribed format, a Deposit Advice or Receipt for each Term Deposit for the information and record of the Depositor's cheque/Electronic Funds Transfer by the Bank.
- 3. The opening of Deposit Account is subject to realisation of the proceeds of the Depositor.
- 4. Neither the Deposit nor the Deposit Receipt is transferable or negotiable.
- 5. No cheques can be drawn against the Deposits.
- 6. Premature withdrawals will be as per the discretion of the Bank.
- 7. Deposits with Premature Withdrawal Facility, no interest will be paid on the Deposit if it is withdrawn before expiry of 7 days from creation of the Deposit. In case the Deposit is withdrawn after 7 days from its start date, interest at 1% below the rate applicable to the period for which the Deposit actually remained with AEBC, will be paid. Renewal will be as per already agreed Terms and Conditions.
- 8. Premature withdrawals shall be allowed only for the Deposits with Premature Withdrawal Facility.
- 9. Rollover/Renewal of the Deposits on non-business days, may be made at the discretion of the Bank.
- 10. Bank will have the discretion to offer differential interest rates based on whether the Term Deposit has a Premature Withdrawal Facility or not.
- 11. Unless instructions to the contrary are received from the Depositor on or before the maturity date of the Deposit, it will be deemed that the Depositor intends to renew the Deposit for similar period and the Deposit may be accordingly renewed at the sole discretion of and without any liability to the Bank. Provided, however, the interest rate applicable to such renewed Deposit shall be at the rate applicable for such tenure at the time of renewal.
- 12. For Deposits without Premature Withdrawal Facility, withdrawals will not be permitted before the maturity of the Deposit. However, Bank has the right to invoke the lien and set-off it against outstanding dues on any of the Card or other obligations pertaining to the Depositor.
- 13. Request to change the Premature Withdrawal Facility must be received by the Bank at least 2 working days before the date of Maturity of the Deposit. However, Bank has the right to invoke the lien and set-off it against outstanding dues on any of the Card other obligations pertaining to the Depositor.
- 14. Interest on the Deposit will be payable at the rate stated in the Deposit Advice and in accordance with the instructions of the Depositor, subject to the terms of the Deposit. Interest will cease to be payable upon maturity of the Deposit unless the Deposit is renewed or, at the discretion of the Bank, deemed to be renewed or upon the invocation of lien and set-off by the Bank.
- 15. The Deposit is subject to the rules, directives and regulation of the Reserve Bank of India, or any other instrumentality of the Government of India and laws of India, and the interest and principal are payable, subject to these rules, directives, regulations and laws, only at the branch of American Express Banking Corp. in India at which the Deposit is held or in any other manner or mode as determined by the Bank or as per the sole discretion of the Bank.
- 16. The Bank may at anytime and without notice to the Depositor combine, consolidate or merge all or any of the Accounts of the Depositor or may set-off any obligation whatsoever due from the Depositor to the Bank (whether in relation to any Account, Account transaction, service or otherwise) against any obligation whatsoever due from the Bank to the Depositor (whether in relation to any Account, Account transaction, service or otherwise). 'Obligation' when used herein includes any obligation whether matured or un-matured, contingent or fixed, actual or present. If the amount of any such obligation is unascertained, the Bank may estimate the amount for the purposes of the set-off. The Bank may accelerate the maturity of any fixed Term Deposit/break the Fixed Deposit in order to exercise any right of set-off including those Fixed Deposits wherein the Depositor has opted for "Without Premature Withdrawal Facility".
- 17. Tax may be deducted at source, in accordance with applicable law, on accrual of interest at the end of accounting year or at the time of credit to payee's Account or at the time of payment, whichever is earlier.
- 18. Applicable laws may require the Bank to obtain from the Depositor verify, and record information relating to the Depositor. Failure and/or neglect to furnish such information or submission of information which is false may amount to termination of the relationship at the discretion of the Bank.
- 19. To the extent permitted by the applicable law, the Depositor shall not assert and hereby waives any claim against the Bank: (i) on any theory of liability, for special, indirect, consequential or punitive damages (as opposed to actual and direct damages) arising out of or in connection with the Account relationship of the Depositor with the Bank, or (ii) for any damage whatsoever caused by or arising from directly or indirectly, the error, failure, negligence, act or omission of any person, system, institution or payment infrastructure.
- 20. Communications to the Bank shall be addressed to the Branch Head of the New Delhi Branch of the Bank at the MGF Metropolitan, Office Tower, Level, District Centre, Saket, New Delhi -110017.
- 21. The Bank reserves the right to amend any of the above Terms and Conditions provided however, that any change will become effective with regard to the Depositor only after the changes communicated to the Depositor specifically or to all Depositors by general notice.
- 22. Repayment of the Deposit will be made only by cheque or by Electronic Transfer to the Depositor's Account with another Bank.
- 23. AEBC shall not disclose details/particulars of Depositor's Account to a third person/party without expresses or implied consent from the Depositor except in such instances wherein disclosure of such details/information is required to comply with the requirements under any of the applicable laws, rules and regulations, its policies or to comply with any applicable order, directives, circulars issued by any administrative/regulatory agency, or other governmental/judicial authorities. For more information on how your personal information and sensitive personal data or information is stored and used by us, please refer to our privacy policy available at https://www.americanexpress.com/in/privacy-statement.html

Sign &	Stamp of	Depositor:	

# AMERICAN EXPRESS BANKING CORP.

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# **IDLC ADDENDUM**

Date:		

## Sir/Madam

This letter is our offer to amend your American Express® Corporate Card Agreement. If you decide to accept our offer, this letter will take effect as an Addendum to your Corporate Card agreement with us.

#### 1. Meaning of Terms Used in this Letter

You and your mean the company referred to in the Addendum. We, us and our mean American Express Banking Corp. Agreement means your Corporate Card Agreement with us for availing the American Express Corporate Card Programme. Account means your American Express Corporate Card Account(s). Corporate Cards or Cards means American Express Corporate Cards identified by their 15-digit account numbers, issued on your Account and includes Corporate Purchasing Card, Business Travel Account and Corporate Cards and other corporate products issued to your employees from time to time. Institutional Deposit means a fixed deposit placed by you with us as security for your Account(s) with us. Credit Limit means any credit limit, which we establish or change for your Account(s) from time to time.

## 2. Institutional Deposit

- a) In order to avail the Corporate Card Programme and/or to increase the credit limit on your existing Corporate Card Programme with us, you shall be required to maintain a minimum fixed deposit of ₹15,00,000 with us.
- b) The institutional deposit/s so opened along with interest thereto shall be renewed on an auto-renewal basis.
- c) The tenure of the institutional deposit/s for availing the Corporate Card Programme will be minimum 7 days and shall continue on an auto-renewable on maturity (including interest accrued thereto) until your Agreement is terminated or cancelled.
- d) The issuance of Corporate Card and continuance of the Corporate Card facility is subject to the successful opening of Institutional Deposit and continuance of the Institutional Deposit with us.

# 3. Credit Limit on your Account

The credit limit on your Account shall be hundred percent (100%) of the institutional deposit amount placed with us. We are also entitled to change the credit limit at any time by notifying you of a higher or lower credit limit at our discretion. You understand that we reserve the right to decline Charges in excess of your credit limit. Our rights under the Agreement to decline Charges generally or on particular Cards are not affected by this letter.

## 4. Marking of Lien

- a) On setting up of the Account and/or, on Issuance of the Corporate Card(s), we will mark a lien on the entire institutional deposit amount deposited by you, including interest earned, until the termination of the Corporate Card programme or the institutional deposit, as the case may be or till the time your obligations under the Account(s)/other obligations to AEBC are completely paid off/settled to the satisfaction of AEBC.
- b) In the event your company has an existing institutional deposit with us, the deposit amount will be linked to the Account and the deposit along with the interest accrued thereto will be converted into an auto-renewal mode with immediate effect.

- a) You shall not have the right to make any part withdrawals from the institutional deposit or interest accrued thereto linked to the Account(s).
- b) In the event, you wish to withdraw/ terminate the institutional deposit account or in case the Corporate Card programme is cancelled by you / us, you shall be entitled to the balance Institutional Deposit amount including the interest accrued thereof, after deduction of any/all amounts due and payable on the Account(s) or upon other obligations by you to us including any charges, fees etc due to us.

# 6. Exercise of lien and set-off

In case you fail to pay the amount outstanding on the Corporate Card/s and the same becomes overdue, we shall have the right to liquidate the entire institutional deposit amount without further notice to you, and set off from the institutional deposit amount including interest accrued thereto, the outstanding amount on the Corporate Card/s payable to us and only the balance amount post deduction shall be refunded to you.

# 7. Canceling Corporate Cards

If you wish to cancel Corporate Cards from your Account (s), you must notify us in writing. You will be liable for any Charges on the Corporate Card we authorise before receipt of your notice.

### 8. Agreement

The Agreement remains in force except as amended by this letter.

If you wish to accept and be bound by the terms of this letter, please have the Authorised Signatory of your company sign and complete the details requested below and return the entire letter to us.

Yours sincerely,

Manish Kapoor

Manish Kapoor Vice President & Head - GCS, India American Express Banking Corp., India

Accepted for and on behalf of The Company or organisation named below
Authorised Signatory Name & Company Seal
Date

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DOCUMENTS TO BE SUBMITTED ALONG WITH THIS FORM

✓ Tick the documents being submitted:
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1. Signed & Stamp by authorised signatory of all the below documents related to Depositor/Entity (as applicable):

Partifership/ LF/ LLF	
PAN Card of the Legal Entity	
Registration Certificate/COI	
☐ Partnership Deed/LLP Agreement	
Proof of Depositor's address (For Registered Address, please provide a registered address proof and for Mailing Address, please provide a Utility Bill, Bank Statement etc., which is not more than 2 months old)	
Unincorporated Association/ Body of Individuals/ Society	
PAN Card of the Legal Entity/ Form 60	
Resolution of Managing Body of such association	
or body of individuals	
Power of Attorney granted to transact on its behalf	
Proof of Depositor's address (For Registered Address, please provide a registered address proof and for Mailing Address, please provide a Utility Bill, Bank Statement etc., which is not more than 2 months old)	
Legal existence proof of such an association/body	
of individuals	

#### 2. Other Mandatory Documents related to Depositing Entity as per the specified format::

- IDLC Addendum for Secured Corporate Card (Available in the Booklet; to be signed and stamped by AS)
- Letter of Set-off on Depositor's/ Entity's Letter head
- Beneficial Ownership Form duly filled and signed by Authorized Signatory along with stamp
- Common Reporting Standard (CRS) Form filled and signed by Authorised Signatory along with stamp
- Foreign Account Tax Compliance Act (FATCA) Form filled and signed by Authorised Signatory along with stamp
- Depositors/ Entity's shareholding pattern on their letterhead duly signed and stamped (Required only in case the depositing entity is not listed)
  - Acceptable Officially Valid Documents List for AS and BO (Please attach a self-attested copy\*)
- Proof of possession of Aadhar (Please mask the Aadhaar number on the copy)
- Voter Card h
- Valid Passport
- d. Letter issued by the National Population Register containing details of name and address.
- Job Card issued by NREGA duly signed by an officer of the state government
- Driving License (Learner's License is not acceptable). Note: Driving License which explicitly states that it cannot be used for address proof will not be accepted

#### Please note:

- Officially Valid documents (OVD) are required for current address proof for the purpose of KYC screening
- Recent Utility Bill/ Property or Municipal Tax Receipt/ Pension or Family Pension PO issued to retired govt. employees/ Official Accommodation Allotment letter or Leave & License Agreement (either of the documents are acceptable as valid address proof for a limited timeframe i.e. 3 months post which customer shall submit any of the OVD with updated current address)
- Document shall be deemed to be an OVD even if there is a change in the name subsequent to its issuance provided it is supported by a marriage certificate issued by the State Government or Gazette notification, indicating such a change of name
- In case of foreign nationals the documents issued by the Government departments of foreign jurisdictions and letter issued by the Foreign Embassy or Mission in India shall be accepted as proof of address.