



**KCG Nidhi Ltd. Limited**  
**Term Deposit – Most Important Terms & Conditions**

I understand that as a Customer of KCG Nidhi Ltd., I am/ we are subject to the Terms and Conditions (T&C) and rules of the Bank in force, and the changes made thereto from time to time, as communicated and made available on the Bank's website, and agree to abide by them. Any changes to the T&C will be available on the website [www.bandhanbank.com](http://www.bandhanbank.com) only.

**Account Opening and Maintenance:** I/We understand and agree that all services, including opening and maintenance of the account with KCG Nidhi Ltd., are subject to rules and regulations introduced or amended by Reserve Bank of India as well as the Terms & Conditions and internal guidelines prescribed by KCG Nidhi Ltd. from time to time.

I / We understand that the Bank before opening any account will carry out due diligence as required under Know Your Customer Guidelines of the Bank and collect information accordingly. For any other information as may be required by the Bank, my / our specific consent will be taken post explanation of the purpose of collecting the information. I / we would be required to submit duly filled and signed-in Account Opening Form along with necessary documents, proofs and information as sought by the Bank. Further, after the account is opened, in compliance with the extant regulatory guidelines, I / we agree to submit necessary documents in respect of KYC again at periodic intervals, as may be required by the Bank.

I / We understand and agree that notwithstanding the documents and account opening form provided, the bank reserves the right to accept / reject my / our application and the Bank's decision in this regard will be final.

I / We understand and agree that in the event this account is not opened, and I / we have initially funded the account in cash for Rs. 20,000/- or more, the amount will be refunded to me / us in the form of a DD/PO only.

**Customer / Account Information:** I/We agree that any change in my / our business details, personal details, address, telephone numbers, signatories, etc. will be immediately (not later than 2 weeks) informed to the Bank, along with documentary proofs as required etc.

I / We understand and agree that all information provided by me/us of any nature (including personal & sensitive information) will be used in the provision of services or facilities, facilitation of transactions, providing information and updates (including value-added services), research and analytic, credit scoring, verification, participating in telecommunication or electronic clearing network as may be required by law/customary practice by the bank.

I / We agree that all information provided by me/us of any nature (including personal & sensitive information) can be shared with agencies/service providers who have an agreement with KCG Nidhi Ltd. for business purpose and on need to know basis. KCG Nidhi Ltd. shall remain committed to comply with the rules and regulations as applicable from time to time in this context in accordance with the Bank's Privacy policy. If at any time I/we intend to revoke my / our consent to the sharing of the data, the products / services available to me/ us, pursuant to the consent provided earlier, shall no longer be available to me/us and I/we shall be required to initiate closure of such products / services.

I / We understand that KCG Nidhi Ltd. or its officers will never seek sensitive information such as my /our Internet Banking Login ID, Password, Credit/Debit card numbers, Account number/ details etc. over phone or through email or SMS. In case I / we receive a message of this type or telephonic call that appears to be from KCG Nidhi Ltd., or related to an KCG Nidhi Ltd. product or service, I/we will not respond and report the same to the nearest KCG Nidhi Ltd. Branch or 24 x 7 Customer Care Number.

**Services:** I/We understand and agree that all services / facilities will be provided by KCG Nidhi Ltd. on a best effort basis. The complete list of services available to me / us will be available on Bank's website [www.KCG.com](http://www.KCG.com)

I / We understand and agree that the Bank can at its sole discretion, amend any of the services / facilities given in my / our account either wholly or partially at any time by giving me at least 30 days' notice and / or provide an option to me to switch over to other services /facilities.

I / We understand and agree that the Bank shall not be liable for any damages, losses (direct or indirect) whatsoever, due to disruption or non-availability of any services / facilities due to technical fault / error or any failure in telecommunication network or any error in any software or hardware systems beyond the control of the Bank.

**Fees & Charges:** I/We understand and agree that I / we shall be liable to pay all charges, fees, interest, costs wherever applicable, which Bank may levy with respect to my account or any transaction or services rendered and the same maybe recovered by the Bank by a debit to my / our account. The Schedule of Charges will be made available on the Bank's website [www.KCG.com](http://www.KCG.com) . Service Taxes and other statutory

imposts, as applicable from time to time, will be levied on all fees.

**Change in Fees & Charges:** I/we understand and agree to that any change/discontinuation of Fees & Charges, Services etc. will be intimated to me at least 30 days in advance through letter/SMS/website/email or other means of communication. However, if any change is made without prior notice, I would be notified of the same within 30 days. If I opine that the said change is not to my benefit, I may, within 60 days of the notice, close my account or switch to any other eligible account, without having to pay the revised charges/interest.

**Recovery of Fees, etc.:** If no funds are available in the account to pay fees/charges, I/we authorize KCG Nidhi Ltd. to set off any available credit, including amounts flowing into the account from collection proceeds or any deposits held in my name. All taxes, duties, levies or other statutory dues and charges applicable in connection with the benefits accruing as per the terms of these fixed deposits will be recoverable from me/us.

**Authorization to reverse erroneous entries:** I/We understand that the Bank has the authority to debit my/our Account/s to recover any amount credited by the Bank erroneously.

**Transactions:** I / We understand and agree that all instructions, both financial and non-financial in nature, relating to my / our account will have to be intimated to the Bank by me / us only through channels authorized/ approved by the Bank. Such channels will be specified by the bank based on prevailing regulatory guidelines, etc. The Bank will not normally act on instructions that do not come in through the authorized channels, but reserves the right to act upon the same, at its sole discretion, under extraordinary circumstances.

**Channel facilities:** I/We understand that all channel facilities provided by KCG Nidhi Ltd. including Debit Cards, ATM Cards, ATMs, Internet Banking, Mobile Banking, Transactions through Hand Held Device and other electronic mode etc. are subject to specific guidelines that are provided in the website and through other communication channel. KCG Nidhi Ltd. is not liable for fraud in the event of disclosure of sensitive information such as passwords, PINs, or IDs by me/us to third party(s). I/We also undertake to inform the bank immediately in case of loss of Cheque leaf(s), Credit/Debit Card(s) linked to my/our account.

**Deposit Insurance:** I/We understand that the deposits of the bank are insured with DICGC and in case of liquidation of the bank, DICGC is liable to pay each depositor through the liquidator, the amount of his deposit up to Rupees Five lakhs within two months from the date of claim list from the liquidator. I/We understand that further details are available on [www.dicgc.org.in](http://www.dicgc.org.in).

**Replacement of lost or destroyed term deposit receipts:** If the Deposit receipt is lost, stolen, destroyed, mutilated or defaced, the person entitled thereto / the Deposit holder may apply for the issue of a duplicate receipt to the branch of the Bank from where the receipt was issued. Every such application shall be accompanied by a statement showing particulars, such as number, amount and date of the receipt, and the circumstance attending such loss, theft, destruction, mutilation or defacement. On satisfaction bank shall issue a duplicate receipt on obtaining indemnity bond with one or more sureties to the satisfaction of the bank.

**Re-submission of KYC documents:** I/We agree that as and when requested by bank, KYC documents shall be provided by me/us.

**Transaction (s) Restricted:** I/We authorize the bank to freeze my / our account in the following circumstances under intimation to me/us: (1) When a minor, who is the holder of the account, attains majority. (2) If it is suspected by the bank that transactions in my/our account are not initiated by me/us (the Bank will not assume any liability for the transactions already executed).

I/We understand and agree that the Bank may freeze transactions in my/our account without notice, if it is suspected that my account is being misused as a channel for unauthorized money pooling or a conduit for any illegal activity.

**Banker's right of lien and set-off:** The Bank shall have the right of set-off and lien, irrespective of any other lien or charge, present as well as future. The lien conferred on the Bank as recorded and expressed herein shall be irrevocable and shall be a continuing one and shall remain in full force and effect till closure of account. However, Bank shall not mark any type of lien, direct or indirect, against NRE saving deposits.

**Account Closure:** I / We agree that, under normal circumstances, the Bank has the liberty to close my account at any time by giving me at least 30 days' notice and remit to me / us the balance, lying in the account, net of all charges and out-of-pocket expenses, by means of a DD sent to my/our address as available in Bank's record. Without in any way limiting the right of the Bank to close my / our account for any reason it deems fit, I/we authorize the bank to close my/our account in the following circumstances under intimation to me/us: (a) If the bank is not able to verify my/our identity/obtain the necessary documentation either because I/we don't cooperate or if the data/information provided by me/us is not reliable and (b) In the event of inappropriate behavior/ gross misconduct by me / us or my / our representative in Bank premises.

**Indemnity:** I /We agree that I / we shall indemnify and hold the Bank harmless against all actions, claims, demands, proceedings, losses, damages, costs, charges and expenses whatsoever which the Bank may at any time incur, sustain, suffer or be put to as a consequence of or by reason of or arising out of providing any of the services or due to any negligence / mistake / misconduct on my part or breach or non – compliance by me

/ us of any of the Terms & Conditions relating to any of the services or by reason of the Bank in good faith taking or refusing to take action on

any instruction given by me.

**Force Majeure:** The Bank shall not be liable if any transaction does not fructify or may not be completed or for any failure on part of the Bank to perform any of its obligation under these Terms & Conditions or those applicable specifically to its services / facilities if performance is prevented, hindered or delayed by a Force Majeure event and in such case its obligations shall be suspended for so long as the Force Majeure event continues.

I/We understand that “Term deposit” means an interest bearing deposit received by the bank for a fixed period and shall also include deposits such as Recurring /Reinvestment deposits /monthly or quarterly interest payout deposits and Cash Certificates.

I/We understand that preferential rate in case of term deposit offered by Bank, if any, shall only be applicable for resident Indian senior citizens and excludes HUF or the Karta of the Hindu Undivided Family (HUF), even if the karta is a resident Indian senior citizen. I/We understand that the benefit of additional interest rate offered by bank on deposits on account of being senior citizen shall not be available to NRE and NRO deposits.

I/We understand that in terms of Reserve Bank of India directives, interest shall be calculated at quarterly (calendar quarter) intervals on domestic term deposits as well as NRO & NRE deposits and paid at the rate decided by the Bank depending upon the period of deposit. Where the period is less than a quarter interest is calculated for the actual number of days reckoning the year at 365days (366 days in a leap year).

I/We understand that bank shall calculate interest for the quarter, therefore, in case of monthly payment, the interest shall be calculated for the quarter and paid at discounted value and in case of cumulative deposits interest to be compounded at quarterly interval. The interest on term deposits is calculated by the Bank in accordance with the formula and conventions advised by Indian Banks' Association.

I/We understand that as per Reserve Bank of India directive all transactions, involving payment of interest on deposits shall be rounded off to the nearest rupee for rupee deposits and to two decimal places for FCNR (B) deposits.

I/We understand that Term Deposit Accounts may be opened with auto closure, auto renewal or any other maturity instructions with respect to the deposit. In case of auto renewal, the entire maturity amount, subject to TDS, if any, shall be renewed from the maturity date for a period equal to the original tenure at the interest rate prevalent for the similar tenure on the date of renewal. I/we understand and agree that deposit accounts will be opened under Auto Renewal mode unless specified otherwise.

I/We understand that the Bank follows the interest computation methodology as per the formula and conventions as advised by the Indian Banks' Association (IBA). In case of reinvestment deposits, the Bank calculates the interest on daily basis, during the tenure of the deposit and the same is credited to the customers' account on a quarterly basis. The interest so credited is subjected to TDS as per prevailing Income Tax guidelines, wherever applicable. However, Maturity Amount shown in the Deposit advice is gross maturity value only.

I/We understand that in case of reinvestment deposits, interest reinvested is post TDS recovery and hence the maturity amount would vary to the extent of TDS deducted. Also to the effect that after deduction of TDS, the actual interest credited to the deposit account will be less to the equivalent of TDS amount. Hence the interest amount less TDS will only be eligible for compounding. In view of the above, the Bank is required to recalculate the interest, at the time of maturity, to adjust the TDS amount and effect of compounding.

I/We understand that as per RBI directives deposits maturing on non-business working day shall be paid interest at the originally contracted rate on the original principal deposit amount for the non-business working day, intervening between the date of the maturity of the specified term of the deposit and the date of payment of the proceeds of the deposit on the succeeding working day. In case of reinvestment deposits and recurring deposits, interest for the intervening non-business working day shall be paid on the maturity value.

I/We understand that no deposit for an amount equal to or more than Rs. 50,000/- shall be booked if the PAN No. is not provided. In the absence of a PAN, Form 60 will be required to be submitted.

I/We understand that the penal interest rate of 1% shall be applicable on the card rate for pre-mature closure of term deposits, including partial closure. The card rate for premature closure will be lower of the rate for the original / contracted tenure for which the deposit has been booked or the rate applicable for the tenure for which the deposit has been in force with the Bank.

I/We understand that “Bulk Deposits” may be placed with the Bank without the “pre-closure” option. In such deposit, premature withdrawal shall not be permitted, except to compliance with regulatory, court and statutory requirement.

I/We understand that For Recurring Deposit installment for any calendar month is to be paid on or before the last working day of the month. Where there is a delay in payment of installment, penal charges @ Rs.2 per Rs.100 pm would be recovered. Example - if an installment of Rs.1000/- is delayed by a month the charge would be Rs.20/- and for delay of two months the charge will be Rs.40/-.

I/We understand that the bank will execute the standing instruction for deduction of recurring installment amount from my/our account only once in a month on the date specified by me/us in the Recurring Deposit Application Form. I/We undertake that in case sufficient balance is not available in my/our account on the specified date for execution of standing instruction, it will be my/our responsibility to credit the Recurring Deposit account with installment in default.

I/We understand that in case of Recurring Deposits where the last installment is received by the bank after the due date, the accumulated amount together with interest will become repayable one month after the date of receipt of such installment irrespective of the maturity date of the deposit.

I/We understand, premature withdrawal of Fixed Deposits against which loan facility has been availed by me/us from KCG Nidhi Ltd. shall be permitted only after adjustment and closure of the outstanding loan account.

I/We understand that in Tax Savings Term Deposits Scheme there is a mandatory lock in period of at least 5 years and pre-closure of such deposits are permissible only in case of death of the depositor. Also, no loan/overdraft may be availed against the Tax Saver Deposit.

I/we understand that in case of Domestic & NRO deposits no interest will be paid if the deposit is liquidated within 7 days of the date of booking.

I/we understand that in case of NRE/FCNR deposit no interest will be paid if the NRE/FCNR Deposit is liquidated before the completion of 1 year from the date of booking.

I / We agree to the Bank deducting tax at source (TDS) on interest on Terms Deposits, as applicable, and issuing certificate in the prescribed form after the end of every calendar quarter. I / We understand that I / we need to submit a valid declaration in Form 15G / 15H (as applicable) under Income Tax Rules 1962 if I / we am / are not liable to pay tax on the interest income. I / We understand that in the absence of PAN number TDS maybe recovered at a higher rate as per extant Income Tax Rules.

I/We agree that in case the claimants of an NRE term deposit account of deceased depositor are residents, the deposit on maturity shall be treated as a domestic rupee term deposit and interest shall be paid for the subsequent period at a rate applicable to a domestic term deposit of similar maturity.

I/ We agree that in the event of death of one of the joint account holders, the right to the deposit proceeds does not automatically devolve on the surviving joint deposit account holder, unless there is a survivorship clause.

I/We agree that if the fixed/term deposit account are held with operating instructions Either or Survivor the signature of both the depositors need not be required for payment of the amount of the deposit on maturity i.e, by transferring the amount in the joint account or paying through bank draft in joint name. However, the signature of both the depositors is required in case the deposit is to be paid before maturity.

**Mandate to allow premature withdrawal of the deposit by the surviving depositor(s) ; i.e in case the mode of operation is “Former or Survivor” / “Either or Survivor” and in the event of the death of one of the deposit holder (s).**

*Please strike out if not opted for by putting cross mark in the below box (X)*

☐ I/We hereby declare that in the event of death of one or more joint depositors, the survivor(s), if he/she/they so request /s the bank to prematurely withdraw the said deposit without seeking the concurrence of the legal heirs of the deceased joint deposit holder(s), the bank is entitled to honor the same. I/We understand that bank will not levy any penal charge for such premature withdrawal. I/We further affirm that payment of the proceeds of such deposits to the survivor(s) will represent a full and valid discharge of the banks liability provided:

- ☒ There is no order from a competent Court restraining the bank from making the payment from the said account, and
- ☒ The survivor(s) would be receiving the payment from the bank as a trustee of the legal heir/s of the deceased depositor and that such payment to him/her /them shall not affect the right of claim that any person/s may have against the survivor(s) to whom the payment was made.

I/We understand that these terms and conditions and /or the operations in my/our account(s) maintained by KCG Nidhi Ltd. and or the use of the services and products offered by the Bank shall be governed and be subject to laws of India including rules, regulations, guidelines, circulars and notification issued by applicable regulators including the Reserve bank of India and Securities & Exchange Board of India from time to time.

In addition to the clauses specified herein above, for detailed Terms and Conditions governing KCG Nidhi Ltd. Fixed Deposits, please visit the section containing "Term Deposit - Most Important Terms and Conditions " displayed at [www.bandhanbank.com](http://www.bandhanbank.com).

I/We have read and agree to the above stated terms and conditions.

**Signature /Thumb Impression of account Holder(s)/Seal:**

**Date:**

**Place:**