

MOST IMPORTANT TERMS AND CONDITIONS (MITC) – OVERDRAFT FACILITY - LAS

The Overdraft Facility ("Facility") is subject to the regulations issued by Reserve Bank of India ("RBI") from time to time.

Purpose of Facility

Eligible Individuals may avail the Facility for meeting contingencies or their personal needs and Non Individuals may avail the Facility for their working capital / business needs. The Borrower(s) shall clearly declare the purpose of availing the Facility in their application with the Bank.

Amount of advance

The maximum facility amount that can be availed will be the amount sanctioned by the Bank at its sole discretion. The Bank will review your Account periodically and may modify the facility amount from time to time based on Bank's internal criteria.

Rate of Interest (ROI): -

Interest will be at the rate as set out in the Facility Letter issued to you by the Bank and such Interest shall be paid in accordance with the Facility Documents/Agreements.

In case the ROI is floating/variable in nature, the ROI may change inter-alia due to change in the Base Rate/ Benchmark Rate of the Bank (as may be applicable). You shall keep yourself informed of such change in ROI from time to time.

Repayment

You shall pay/repay the Facility Balance on or prior to the due dates. The Facility will be considered as fully repaid only when all the dues are paid and the outstanding amount becomes zero.

Mode of Repayment:

Customer can make the payment of fees, interest or repay the dues inter-alia by any of the following below mentioned payment options.

1. **Cheque:** Make a cheque or draft in favor of "Kotak Mahindra Bank _____" & drop in to the ATM's or at the Partner drop boxes
2. **Transfer from your Kotak Bank Account.:** If you hold a savings / current account with Kotak Bank then payment can be made online at www.kotak.com using Internet banking.
3. **NEFT:** Payment can be made from any of your other bank account/s through net banking electronically if your bank has enabled the NEFT (National Electronic Funds Transfer) facility.
4. **RTGS:** RTGS stands for Real Time Gross Settlement. The RTGS system is primarily meant for large value transactions. The minimum amount to be remitted through RTGS is ` 2 lakh or as may be prescribed by RBI from time to time.
5. **Cash Deposit at the branch:** Payment can be made by depositing cash at specified locations during banking hours.

The payment options will be subject to the terms and conditions of banking services and facilities. Depending on the payment options available, the Customer shall take necessary measures to ensure that payments are credited on or before the due date.

Facility Tenure

Tenure of the Facility would be for a period of 1 year. Upon completion of the tenure, the Bank may at its sole discretion decide to renew/extend/enhance the Facility/limits on such terms and conditions as may be prescribed by the Bank.

Security

The Facility shall be secured with such securities as may be acceptable to the Bank. Such securities must be free of any charge, lock in or encumbrances of any kind from any third party. You shall promptly substitute the security in case such security becomes unacceptable to the Bank in accordance with its policy.

In addition to the security, the Bank may also stipulate one or more guarantees of person(s) acceptable to the Bank or seek any other kind of security as the Bank may deem fit in order to secure the outstanding balance under the Facility.

Margin

By putting margin requirements, the Bank will prescribe the amount of overdraft that may be drawn down or Facility Balance that could be maintained by the Borrower, against the value of securities. Margin shortfall beyond a prescribed limit and period will constitute an Event of Default. Hence required margin shall be maintained at all times until repayment/payment of all amounts outstanding.

The Margin requirement will be reviewed regularly. Bank shall, in its sole discretion, be entitled to vary/change the margins (including on account of any change as may be directed by RBI and/or any other regulatory/statutory body) from time to time or call upon higher margins in terms of the Facility.

Presently, the margin requirement against different types of securities is as below:

Type of Security	Loan to Value
Shares	Up to 50%
Equity MFs	Up to 50%
Debt MFs	Up to 85%
Non Convertible Bonds	Up to 75%
Life Insurance	Up to 80%

Margins for Open Ended and Close Ended MF units /Fixed Maturity Plans may be acceptable subject to Bank's Policy

Drawing Power

Drawing Power shall mean the least of (i) Maximum Overdraft Limit as mentioned in the Facility Letter, (ii) value of Security provided for Facility less Margin or (iii) the independent operative limit for the Facility as may be decided by the Bank and communicated to the Borrower based on the review/assessment by the Bank of the Borrower from time to time.

Charges: -

Please refer to following charges applicable to the Facility:-

SCHEDULE - LOAN AGAINST SECURITIES OVERDRAFT CHARGES	
Rate of Interest	As applicable
Penal Charges on Overdrawn Amount	8% p.a. plus applicable taxes on the overdrawn amount
Processing Fee	For Digital cases – Up to ₹1,499/- For Equity (Non-Digital), Debt - MF/FMP/, Bonds – Up to 2% of the Loan/Sanctioned credit limit subject to Minimum of ₹2,500/- For other physical securities (LIC / Pvt Insurance policies) – Up to 2% of the Loan/Sanctioned credit limit subject to Minimum of ₹5,000/-
Renewal Fee	₹3,500+GST (for non-insurance cases) ₹5000+ GST (For Insurance cases)
Security Invocation Charges	0.3% of the sell-off value subject to a maximum of 5,000
Maturity Invocation	Invocation charges of ₹5,000 (only in cases where customers are unwilling to collect the proceeds on their own) For deep geography (remote) locations, a fee up to 1% on the maturity amount will be charged subject to a minimum of ₹10,000 and a maximum of ₹25,000 (only in cases where customers are unwilling to collect the proceeds on their own)
MF Pledge charges for CAMS- Pledged digitally	₹700+ GST per request
Partial release of MF	₹50 per request
Partial release of Insurance Policies	₹50 per request
Sale of security in the event of default	All brokerages, transaction charges and other levies as per actuals
Demat charges	As applicable to the Demat account from time to time
Stamp duty and other statutory charges	As applicable
IVR statement charges	₹50 per request
Rate Reduction charges	₹3,000 + GST
Benchmark change charges	₹10,000+GST

Note

- Any other product-specific charges shall be informed separately prior to availing of the Facility. Charges for other Services would be specified as applicable when the Borrower applies for the revalidation of sanction, change in EMI Date, solvency charges, etc.
- Taxes / other statutory levies may be charged if applicable as per Government / RBI directives.
- The Bank reserves the right to alter any charges or fees from time to time or to introduce any new charges or fees, as it may deem appropriate by giving prior notice as prescribed by RBI and/or as published on the Bank's website-www.kotak.com.

Default

In case any amount due is not paid by the due date, the same will constitute an Event of Default and the Bank will be entitled to recover the dues by liquidating the securities with the Bank or by taking such other action which the Bank may be entitled to take in terms of the Facility Documents.

Any default or delay in payment will attract default charges applicable in terms of the Facility.

Customer Service: -

For any requirement, you may contact our Service Desk from Mon-Friday on the number 022 – 66056901/13 or can write to service.las@kotak.com

Disclaimer:

Credit is at the sole discretion of Kotak Mahindra Bank Limited and is subject to Collection and Verification of Documents and other Information, Credit Bureau Checks, Personal Discussion (PD), and other Checks as may be felt necessary by the Bank. The Final Offering may be different from any initially communicated offer. The Bank may make available any information in the Application Form and other Documents submitted to the Bank and information pertaining to the Overdraft Facility to any institution or body. Bank shall be in no way responsible for non-receipt of intimations/communications to the previously registered Addresses, Phone Numbers, Mobile Numbers, E-mail id, etc. The MITC are only indicative and not exhaustive. For detailed terms and conditions of the Overdraft Facility, please refer to the Agreement for Overdraft Against Securities. In case of contradiction in the MITC and provisions of the Agreement for Overdraft Against Securities, provisions contained in the Agreement for Overdraft Against Securities shall prevail.