

## Declaration for lien marking of Fixed Deposit

### From

The applicant of a credit card/ co-branded credit card issued by HDFC Bank Limited (hereinafter referred to as the "**Customer**", which expression shall, unless repugnant to the context or meaning thereof, be deemed to include his/her legal heirs, administrators and executors).

### In favour of:

**HDFC BANK LIMITED**, a company incorporated under the meaning of the Companies Act, 2013 and licensed as a banking company under the Banking Regulation Act, 1949, having its registered office at HDFC Bank House, Senapati Bapat Marg, Lower Parel, Mumbai-400013 and acting through its branch at No. 8, Lattice Bridge Road, Thiruvanmiyur, Chennai - 600041 (hereinafter referred to as the "**Bank**", which expression shall, unless it be repugnant to the subject or context thereof, be deemed to include its successors and assigns).

By clicking/ ticking on the check box on the online platform, the Customer hereby irrevocably and unconditionally agrees to and accepts the terms and conditions as hereafter appearing *inter alia* in relation to the lien-marking and also confirms the instructions for the same as under:

1. The Customer hereby irrevocably and unconditionally authorises the Bank to mark a lien on the entire amount or such other amount as has been specified in this regard on the online platform or otherwise, of the fixed deposit placed/ to be placed by the Customer ("**Lien Amount**"), whether such amount is additional to or by way of renewal of or replacement for any amount deposited / to be deposited with the Bank or otherwise, together with, in each case, all and any interest from time to time accruing in respect thereof (all such fixed deposits, to the extent of the Lien Amount, together with all such amounts and interest mentioned above, collectively "**FD**"), as a continuing security for the credit card/ co-branded credit card issued by the Bank being issued to the Customer ("**FD Linked Card**").
2. The Customer hereby agrees and undertakes that the Bank shall have first and exclusive charge on the FD as a continuing security for the repayment of the outstanding dues of the FD Linked Card, along with all interest, fees, commissions (at the rates decided by the Bank from time to time) charges, expenses and all other costs whatsoever due or which may become due and payable under the FD Linked Card to the Bank (collectively "**Outstanding Dues**").
3. The Customer hereby agrees and acknowledges that the Bank is entitled to cancel, suspend or withdraw the FD Linked Card at any time without any notice to the Customer.
4. The Customer hereby irrevocably and unconditionally authorises the Bank to renew, roll-over, re-book or book as new or multiple fixed deposits for such tenure as the Bank may deem fit, as also to liquidate the FD at the Bank's sole discretion any time without requirement of any prior notice to or consent of the Customer and appropriate the proceeds towards Outstanding Dues of the FD Linked Card. The Customer hereby undertakes that the Customer shall not take any actions for which it has authorized the Bank as above, unless specifically required by the Bank.
5. The Customer hereby acknowledges and agrees that, in case the Bank liquidates the FD, that the Bank shall not be held responsible for the loss, charges or costs, if any, to the Customer arising due to liquidation/ withdrawal of the FD (whether premature or otherwise).

6. The Customer hereby agrees that the Bank has right, but not the obligation, to liquidate the FD and that the timing of such liquidation shall be at the sole discretion of the Bank, in accordance with its internal policies. The Customer agrees that the Customer shall in no event take the defence or make a claim that the lien marked in favour of the Bank on the FD acts as a substitute for the Customer's obligation to pay the Outstanding Dues. For clarity, the Customer's obligation to pay the Outstanding Dues including any penal charges, finance charges or similar charges in relation to the FD Linked Card shall exist independently.
7. The Customer hereby warrants that, save to the extent of the rights hereby conferred on the Bank, the Customer is the sole, absolute and beneficial owner of the FD and that the FD is free from any mortgage, pledge, charge (whether fixed or floating), lien or any other form of encumbrance or security interest of any kind whatsoever and howsoever arising (all of which collectively called as the "**Encumbrance(s)**") on or over the FD and that the FD is not linked to any sweep in/ super saver account, save and except the lien marked herein.
8. The Customer hereby undertakes that the Customer shall not at any time assign, transfer, deal with, create, or permit to be created any assignment or transfer of the FD, save as provided herein, or create or attempt to create any Encumbrance over the FD.
9. The Customer hereby agrees and acknowledges that the Bank shall have the right to increase or decrease the credit limit of the FD Linked Card at its sole discretion and the Customer agrees to plan any expenses accordingly and the Customer agrees to not hold the Bank responsible for any losses incurred pursuant to such change or fluctuations in the credit limit.
10. The Customer hereby agrees that the lien shall not affect or limit Bank's any other rights, remedies or security, if any, and the Bank shall be entitled to proceed against the Customer for any reason including the recovery of any of the Outstanding Dues, at any time before or after the exercise of rights in relation to the lien. For avoidance of doubt, it is hereby clarified that even in the event of shortfall post withdrawal/ liquidation of the FD by the Bank (whether premature or otherwise) or in the event of any garnishee or seizure notice or attachment or similar action by any other person or authority in relation to the FD, the Bank shall be entitled to proceed against the Customer to recover the Outstanding Dues of the Bank (in case of withdrawal/ liquidation, if any, to the extent not recovered).
11. The Customer hereby agrees that with effect from July 22nd, 2023, the interest rate applicable for premature withdrawal including Sweep-in/Partial Withdrawal will be 1% less (penalty as applicable) of the rate on the date of deposit booked, to the period for which deposit remained with the bank and not at the contracted rate for resident and NRO Deposit.
12. The Customer hereby agrees that with effect from July 22nd, 2023, the interest rate applicable for premature withdrawal including Sweep-in/Partial Withdrawal on NRE/FCNR Deposits will be the rate on the date of deposit booked for the period for which deposit remained with the bank and not at the contracted rate. In case of NRE/FCNR deposit, no interest will be paid if the deposit is prematurely encashed before the minimum tenure of 1 year.