

**TERMS AND CONDITIONS GOVERNING FIXED DEPOSIT SCHEMES**

**1. ACCEPTANCE OF DEPOSITS:**

- i. The minimum amount, period and rate of interest of the scheme is indicated on the cover page. The Company will not entertain any request for change once the scheme is selected. Where the scheme choice is not indicated in the Application Form the deposit will be treated as placed in Cumulative Scheme - 12 months. Senior Citizens (60 years and above), shareholder and employee of the company will be entitled to an additional rate of interest of 0.25% per annum on the respective Deposits.
- ii. Interest on Fixed Deposits will commence from the date of realisation of cheque / demand draft by the Company.
- iii. Any change in name, address, Bank Mandate, Bank Particulars etc., should be lodged with the Corporate Office of the Company or Offices of the Fixed Deposit Processing Center, at least 45 days before the date on which any payment falls due.
- iv. Interest on the Fixed Deposit will cease to accrue from the maturity date of the deposit.
- v. **The Board of Directors of the Company reserves the right to change / alter / modify all or any of the Fixed Deposit schemes without prior notice.**

**2. IDENTIFICATION OF DEPOSITORS :**

To comply with "Know Your Customer" Guidelines for NBFCs prescribed by the Reserve Bank of India, new investors should provide a copy of any one of the following documents [which contains the photograph of the concerned depositor (s)] for identification and proof of residential address:  
 (i) Passport (ii) PAN Card with address proof (iii) Voters Identity Card (iv) Driving Licence. In case the address mentioned in the above documents differs from the present address, a copy of any one of the following documents should be furnished for proof of residential address :  
 (i) Telephone Bill (ii) Bank Account Statement (iii) Letter from any recognized public authority (iv) Electricity Card (v) Letter from employer (vi) Ration Card.

**3. APPLICATION :**

- i. Applications for Deposits in the prescribed Form duly signed by all the joint applicants and accompanied by cheques or demand drafts should be submitted at the addresses given in the Application Form.
- ii. Payments should be made by means of an Account Payee cheque / demand draft made payable to "MMFSL- FIXED DEPOSIT" payable at par at the centers where the application is submitted. Outstation cheques/drafts will not be accepted.
- iii. Deposits will be accepted from Resident individuals, HUFs, Domestic Company and Minors (through their guardians only).
- iv. Signature by thumb impression must be attested by a Magistrate or a Notary Public or a Special Executive Officer under his Official Seal.

**4. JOINT DEPOSITS :**

- i. In the case of deposits made in Joint Names :
  - a) all correspondence will be addressed, unless otherwise directed by the depositor, to the person whose name appears first on the Deposit Receipt.
  - b) all cheques/interest warrants/ECS Credits for payment of maturity amount/payment of interest will be drawn only in favour of the first named depositor and will be sent to his/her registered address, and
  - c) any discharge given by either/any of the depositors for payment of interest/or repayment of maturity amount shall be valid and binding on all the joint depositors.
- ii. In the event of death of the first named depositor, the repayment of the Fixed Deposit will be made without reference to the heirs and / or legal representative of the deceased, to the person first in the order of the survivor(s) unless otherwise instructed by the depositor during his lifetime.

5. In the event of death of a sole depositor, the deposit amount and the interest due thereon, will be paid to the legal representative(s) of the deceased on production of proper legal representation such as Probate, Will, Succession Certificate or Letter of Administration granted by a court of competent jurisdiction.

**6. FIXED DEPOSIT RECEIPTS :**

- i. Fixed Deposit Receipts shall be mailed by courier or Registered/Speed Post within 6 weeks of the date of realization of the Cheque, at the address of the first applicant given in the Application Form. The Company shall not be responsible for any loss or delay in transit.
- ii. In case of loss or destruction or mutilation of the Deposit Receipt, the Company may at its sole discretion issue a duplicate receipt subject to compliance with its terms and conditions including an indemnity duly signed by all the joint depositors. All expenses in this connection will be borne by the depositor(s).
- iii. Fixed Deposit Receipts will not be transferable. The Company may however, at its discretion permit the addition of one name to the Deposit Receipt under certain circumstances and subject to such terms and conditions as it may deem fit. The Company will not accept or recognise any lien on or assignment of the Fixed Deposit Receipt for a loan taken from or by arrangement with the Company.

**7. PAYMENT OF INTEREST**

Interest on Deposit (Non Cumulative) will be paid on 30<sup>th</sup> September and 31<sup>st</sup> March. In case of interest payment for part period the same will be made on pro-rata basis. However, if a Deposit is made within a period of 30 days prior to any of the interest payment date, the interest for the part period will be paid on the next interest payment date. Payment of interest will be made through interest warrant or through Electronic Clearing Service (ECS) in respect of the places where such facility has been offered by the Company.

**8. INCOME TAX ON INTEREST :**

- i. In case where the interest amount exceeds Rs. 5,000/- (or any such amount notified by the Government from time to time) in a financial year, income-tax will be deducted at source as per Section 194A of the Income-tax Act, 1961 at the rates in force. In such cases, submission of PAN is mandatory. If the depositors, who are not liable to pay income-tax and the interest to be paid / credited in the financial year does not exceed the maximum amount exempt from tax, depositor may submit a declaration in Form 15G in triplicate to the Fixed Deposit Processing Center, Link Intime India Pvt. Ltd., Mumbai in the beginning of every financial year, so as to receive interest without deduction of tax at source, failing which tax will be deducted at source in accordance with Section 194A of the Income-tax Act, 1961. Senior citizens may submit a declaration in Form 15H. TAX DEDUCTED DUE TO NON-COMPLIANCE WITH THIS CONDITION WILL NOT BE REFUNDED.
- ii. Form 15G/15H should be delivered to the Offices of the Fixed Deposit Processing Center, along with the application form for the current financial year and by 28th February each year for the next financial year. Form 15H/15G will be required for each financial year till the date of maturity.
- iii. Where Income-tax is deducted at source, a consolidated TDS certificate may be issued for the financial year.
- iv. Sub-section 5A to Section 139A of the Income-tax Act, 1961 requires every person receiving any sum or income from which tax has been deducted to intimate his Permanent Account Number (PAN) to the person responsible for deducting such tax and the person deducting such tax to indicate the PAN on the TDS certificate. Please mention your PAN in the application form.

**9. RENEWAL/REPAYMENT OF DEPOSITS :**

- i. The Deposit Receipt duly discharged on revenue stamp should be sent to Offices of the Fixed Deposit Processing Center at least 4 weeks before the date of maturity to enable the Company

to repay the Deposit. In the case of renewal, a fresh application form duly filled in should accompany the said discharge receipt. The application form can be obtained from the Company's Offices, Offices of the Fixed Deposit Processing Center and Offices of the Principal Managers to the Fixed Deposit Scheme as per the addresses given herein.

- ii. The Fixed Deposit will be repaid only on maturity and not on demand or notice except at the discretion of the Company.
- iii. Repayment of the principal amount will be made by account payee cheque/demand draft on the Company's Bankers encashable at par/Electronic Clearing Service (ECS) facility/RTGS.
- iv. No change in the first name of the depositor is permitted at the time of renewal.

**10. PREMATURE WITHDRAWAL :**

- i. No premature withdrawal will be allowed before the completion of three months from the date of receipt as per the directions of the Reserve Bank of India currently in force. In case of request for premature withdrawal after the expiry of three months the rate given in the table below shall apply :

Period Exceeding	But Less than	Applicable interest rate
3 Months	6 Months	Nil
6 Months	Period of Deposit	The interest rate payable shall be 2% lower than the interest rate applicable for the period for which the deposit has run or if no rate has been specified for that period, then 3% lower than the minimum rate at which the public deposits are accepted by the Company.

However, all premature withdrawals are subjected to the prevailing guidelines of Reserve Bank of India as amended from time to time.

- ii. In the event of death of a depositor, the deposit may be repaid prematurely to the surviving depositor/s in the case of joint holding with survivor clause, or to the legal heir/s with interest at the rate that would have ordinarily been paid, had such deposit been accepted for the period for which such deposit had run up to the date of repayment.

**11. NOMINATION :**

Individual Depositors can, singly or jointly nominate other person under this facility. The nominee shall be recognized as the holder of the title to the public deposit on the death of all the depositors. Power of Attorney Holder or a Guardian applying on behalf of a minor cannot nominate. In case the deposit is placed in the name of the minor the nomination can be made only by a person lawfully entitled to act on behalf of the minor. Depositors are advised to provide the specimen signature of the nominee to expedite the transmission of the deposits to the nominee in the event of demise of the depositors. The payment by the Company to the nominee shall constitute full discharge to the Company of its liability in respect of the deposit.

**12. LOAN AGAINST DEPOSITS :**

Loans may be granted against public deposits upto 75% of the Deposit amount carrying interest @ 2% per annum (at half yearly rests) above the interest rate and any other additional charges as applicable on such deposits, provided such deposits has run for a minimum period of three months. The outstanding loan together with interest shall be settled in one lump sum by the Depositor or shall be adjusted on maturity of the Deposit. However, the granting of loan will be at the sole discretion of the Company.

**13. ELECTRONIC CLEARING SERVICE (ECS) :**

The interest will be credited directly to the depositors' bank account through ECS only. Intimation of interest credited would be sent to the depositors. However, the interest for the broken period on maturity as well as repayment of deposit amount will be made through warrants/ECS facility/RTGS, as the case may be at the depositors' risk.

**ECS Centre :** Agra, Ahmedabad, Allahabad, Amritsar, Asansol, Aurangabad, Bangalore, Baroda, Bhillwara, Bhopal, Bhubaneswar, Burdwan, Calicut, Chandigarh, Chennai, Cochin, Coimbatore, Deharadun, Dhanbad, Durgapur, Erode, Gorakhpur, Guwahati, Gwalior, Haldia, Hubli, Hyderabad, Indore, Jabalpur, Jaipur, Jalandhar, Jammu, Jamnagar, Jamshedpur, Jodhpur, Kakinada, Kanpur, Kolhapur, Kolkata, Lucknow, Ludhiana, Madurai, Mangalore, Mumbai, Mysore, Nagpur, Nasik, Nellore, New Delhi, Panjim, Patna, Pondichery, Pune, Raipur, Rajkot, Ranchi, Salem, Shimla, Sholapur, Siliguri, Surat, Tirupati, Tirupur, Trichur, Trichy, Trivandrum, Udaipur, Udipi, Varanasi, Vijayawada, Vizag.

**14. GENERAL :**

- i. Company reserves the right :
  - a) to waive or vary the above terms and conditions.
  - b) to reject any Application for a fresh Deposit or for renewal without assigning any reason and
  - c) to repay the Deposit prematurely before the due date.
- ii. Acceptance, renewal and repayment of Fixed Deposits shall be subject to the Non-Banking Financial Companies Acceptance of Public Deposits (Reserve Bank) Directions, 1998, as amended from time to time.
- iii. In the event of the Company deciding to repay the Deposits before the date of maturity (but not earlier than 12 months from accepting the same), interest on such Fixed Deposit will be paid in terms of regulations, framed by the Central Government / State Government / Reserve Bank of India or any other competent authority.
- iv. Any disputes arising out of the acceptance of Fixed Deposits is subject to the jurisdiction of the courts of Mumbai.
- v. When the due date of any payment falls on a Saturday, Sunday, Bank Holiday or any other day on which the Company's office remains closed, the payment will be made on the next working day.
- vi. In the case of applications from employees/shareholders, the sole/first applicant should be an employee/shareholder at the time of placement/renewal of Deposit. In the case of applications from senior citizens, the first applicant should be an individual who has completed 60 years of age and should attach any one of the following as proof of age along with the application(s) :- self-attested copy of Passport, Voter ID Card, PAN Card, Driving License, Secondary School Leaving Certificate, Life Insurance Policy, Birth Certificate issued by the competent authority, or any other document acceptable to the Company.
- vii. In case the investor makes a multiple selection of tenure under a scheme, the Company will as a default assume the deposit for the highest tenure from the selection made under the scheme. Where an investor makes a multiple selection of scheme, the Company will as a default assume the deposit for Cumulative Scheme for the highest tenure from the selection made under that scheme.
- viii. If an investor under a Non Cumulative Scheme submits wrong/incomplete information for enabling ECS/NEFT payments for the interest, the Company reserves the right to reject the application and refund the amount without any interest for the period and also recover any bank charges and / or postage charges incurred in this regard.
- ix. In case of applications from shareholder, the latest DP statement with the MMFSL share holding details as on the date of application should be attached along with the FD application form, otherwise the confirmation received from the Registrar and Transfer Agents will be considered as final.
- x. Application should be in multiples of only Rs. 1000 over and above the minimum investment amount otherwise the applications will be rejected.
- xi. To comply with Know Your Customer guidelines for NBFC, following documents need to be attached along with application(s):
  - (a) Domestic Company : copy of board resolution, Memorandum & Articles of Association, PAN card and list of authorized signatories
  - (b) Registered Trust : copy of board resolution, certified true copy of Trust Deed, PAN card and list of authorized signatories.

**Mahindra & Mahindra Financial Services Ltd. - Acknowledgement Slip (Collection Bank)**

APPL. NO. :

Received with thanks from Mr/Mrs/Ms ..... Cheque / DD / FD (in case of renewal) No.....

For Rs.....dated .....drawn on.....Bank.....branch

as Fixed Deposit under Cumulative / Non-Cumulative Scheme for a period of.....month(s)

Following documents received :

- Passport  PAN Card with address proof  Voters Identity Card  Driving Licence.  Telephone Bill  Bank Account Statement  
 Letter from any recognized public authority  Electricity Card  Letter from employer  Ration Card

For HDFC Bank Ltd.  
 (on behalf of Mahindra & Mahindra Financial Services Ltd.)  
 (Valid subject to realisation of cheque / draft)

