

Loan Account Number: _____



Kotak Mahindra Bank Ltd.

AGREEMENT

LOAN AGAINST SECURITIES

Name of the applicant: _____

Location: _____

Security: _____

Amount sanctioned: _____

Customer Name	
Existing CRN, if any	
Organization Name and Designation	
SM name and Employee Code	
FOS name and Employee Code	
Source of Lead	Branch/Privy/Wealth/Direct/DSA/ Other _____ (Please specify)
Promo Code, if any	
Loan Amount, ROI, PF	
Complete LAS Application Form	
Last 2 years' self-certified ITR (if required)	
Last 3 months' self-attested bank statement (if required)	
Client Master List (CML) for the relevant Demat Account (in case of Demat Equity shares or Demat MF units or Demat Bonds)	
Self-attested Mutual Fund statement (for physical MF units)	
Security Cheque (for Insurance lock-in policies and close ended MFs)	
LAS Agreement with Franking done	
End use declaration (as specified by Credit)	
RCU positive report (for Insurance cases)	
Assignment confirmation in favor of Kotak Mahindra Bank (for Insurance cases)	
Original Insurance Policies (for Insurance cases)	
Original SVC report (for Insurance cases)	
Branch RM Name with LG Code, LC Code, RM Code	
Branch name, Code and Channel name	
DSA Name/DSA Code, if applicable	

Co-Applicant 1 **Security Provider 1** **Authorised signatory 1**
 Name _____
 CRN (if any) _____ (if any) Date of Birth _____
 Address _____

 City _____ State _____
 Country _____ Pin Code _____
 Telephone _____ Mobile No. _____
 PAN Number _____ Aadhar Number _____
 Occupation Salaried Self Employed Retired Others _____

Co-Applicant 2 **Security Provider 2** **Authorised signatory 2**
 Name _____
 CRN (if any) _____ (if any) Date of Birth _____
 Address _____

 City _____ State _____
 Country _____ Pin Code _____
 Telephone _____ Mobile No. _____
 PAN Number _____ Aadhar Number _____
 Occupation Salaried Self Employed Retired Others _____

Co-Applicant 3 **Security Provider 3** **Authorised signatory 3**
 Name _____
 CRN (if any) _____ (if any) Date of Birth _____
 Address _____

 City _____ State _____
 Country _____ Pin Code _____
 Telephone _____ Mobile No. _____
 PAN Number _____ Aadhar Number _____
 Occupation Salaried Self Employed Retired Others _____

Co-Applicant 4 **Security Provider 4** **Authorised signatory 4**
 Name _____
 CRN (if any) _____ (if any) Date of Birth _____
 Address _____

 City _____ State _____
 Country _____ Pin Code _____
 Telephone _____ Mobile No. _____
 PAN Number _____ Aadhar Number _____
 Occupation Salaried Self Employed Retired Others _____

Loan Details
 Type of Loan New Enhance Loan Amount _____ Loan Tenure _____ End use _____
 Security offered _____

Schedule of Charges

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 For Digital cases - ₹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/-
Processing Fee (Non-refundable)	
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/- & Minimum ₹ 5,00/- Invocation charges of ₹5,000 (only in cases where customers are unwilling to collect the proceeds on their own)
Maturity Invocation	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)
MIF 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
Prepayment charges Applicable	Nil

Documents Submitted

I/We confirm having submitted the following self attested documents (ticked below) along with this loan application form to the Bank representative Photograph (signed a cross - Proof of Identity Proof of Identity Proof of Signature Proof of Residence Undated cheques Demat A/c statement Mutual Fund Statement attested ITR Client Master List Surrender Value Certificate 3 Months Bank Statement attested Salary Slip

Indicative list of documents that can be provided while applying for Loan Against Securities

Identity Proof: • Passport • Driving License • PAN Card • Valid Photo Credit / Debit Card issued by Banks - Only if the Photo and signature are imprinted on the front of the card • Voter's ID card • Identity document issued by government and/or Statutory / Regulatory body (if included) • Bank passbook (Active accounts) with photograph only of schedule commercial banks only alongwith the bank seal / stamp and signature of the bank official. (updated not more than 3 months old) • Aadhar Card.
Signature Proof: • Passport • Drive Licence • PAN Card • Valid Photo Credit / Debit issued by Banks - Only if the Photo and signature are imprinted on the front of the card • Identity document issued by government and/or Statutory Regulatory body (if signature included).
Residence Proof: • Passport • Driving License • Voter's ID card • PAN Intimation Letter • Ration Card • Identity document issued by government and/or Statutory / Regulatory body (if address included) • Utility Bill (Elec./Tele./Mobile/Piped Gas/Water bill/Broadband bill not more than 3 months old for bank account). Original and photocopy *statements allowed. E-statements should be PDF printouts. • Credit Card Statement not more than 2 months old. E-statements should be PDF printouts • Registered Leave & License agreement (for tenants) • Letter from Housing Society. (Only for owners with latest 2 months Maintenance Bill • Sale deed • Bank Statement (Active Account) - signed & stamped or with logo / printed by Bank and not more than 2 months old. E-statements should be PDF printouts with logo of the bank • Bank passbook (Active Accounts) of schedule commercial banks only along with the bank seal / stamp and signature of the bank official. (updated not more than 3 months old) • Gas connections copy (Front page of the booklets signed off by a PSU Official) with computerized gas bill not more than 3 months old / photocopy of gas connections copy showing cylinder purchases not more than 3 months old • Aadhar card.

*(to be OSV by the Bank official)

Sign up & Declaration

I/We declare that I/we am/are resident Indians and that all the particulars and information given in the application form are true, correct, complete and that they shall form the basis of any loan Kotak Mahindra Bank Limited (KMBL) may decide to grant me/us. I/We undertake to inform KMBL regarding any change in my/our above mentioned details and to provide any further information that KMBL may require. I/We further agree that my/our loan should be governed by the terms of the loan agreement executed between KMBL and myself/ourselves. I/We authorize KMBL and its affiliates to use information from this application for administrative purposes. I/We understand that KMBL reserves the right at its sole discretion to reject this application without providing any reasons. I/We authorize KMBL, its group companies, and their agents to exchange or share all the information relating to me and my repayment history with banks, financial institutions, credit bureaus, agencies, statutory bodies etc. as may be required or as they deem fit. I/We agree that I/we will not utilize the money (ies) receive under the loan agreement(s) for any purpose which are prohibited under any law for the time in being in force. The Applicant and/or the Co-Applicable(s) shall be liable to pay all the charges, fees and / or interest as prescribed by KMBL. I/We agree that the processing fees collected upfront, shall not be refunded if my/our application for loan is rejected by KMBL on any ground whatsoever or once the loan has been sanctioned by KMBL, irrespective of whether I/we finally avail the same. I/We are aware that any new phone number, mobile number, email id provided by an existing Customer while opting for any product of KMBL (eg-Credit Card, Personal Loan etc) shall be automatically updated in the records of KMBL in lieu of the phone number, mobile number, e-mail id provided at the time of opening the account or previously registered with KMBL. All further intimations / communications pertaining to the Bank Account shall also be sent by KMBL only to the new phone number, mobile number, email id and no intimations / communications shall be sent to the phone number, mobile number, email id provided at the time of opening the Bank Account or previously registered with KMBL.

Details of property held / investments as on date (with value):

I/We hereby authorize the bank to debit all charges towards payment of stamp duty / franking of the documents and other related expenses, to my/our OD account being opened by me/us with the bank. I/We hereby declare that the usage of funds granted to me as overdraft will be used by me/us for my/our declared purpose only.

I/We certify that all the information submitted above is correct. I/We hereby declare that the usage of funds granted to me as overdraft shall not be utilized either singly or in association with other person, for any of the activities in which investment by persons resident outside India is prohibited, namely; the business of chit fund, or Nidhi Company, or agricultural or plantation activities or in real estate business, or construction of farm houses, or trading in Transferable Development Rights (TDRs)

I have read & acknowledged the MITC of the applied loan and confirm having received the MITC which also contains all the charges/fees/levies etc. applicable on the said loan.

Signature of Applicant

Date:

Place:

(Signature of Co-Applicant 1)	(Signature of Co-Applicant 2)	(Signature of Co-Applicant 3)	(Signature of Applicant)
(Signature of Security Provider 1)	(Signature of Security Provider 2)	(Signature of Security Provider 3)	(Signature of Security Provider 4)
(Authorised Signatory 1)	(Authorised Signatory 2)	(Authorised Signatory 3)	(Authorised Signatory 4)

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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.bank.in 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 70%
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/- & Minimum ₹ 5,00/-
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)
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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
Prepayment charges Applicable	Nil

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.bank.in

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 022-66056373/913 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.

