



CIF Number -

Name -

## Full Commercial Branch

### General Terms and Conditions Governing Deposit Accounts

To open an account, the applicant must submit application on the prescribed form, produce the documents required by the Bank and make the requisite initial deposit.

Any deposit made to an account is subject to realization. The Bank reserves the right to route items for collection through its own correspondents and may refuse to accept item presented by the customer.

All funds invested in the account shall be clean, clear, good and not related to any criminal activities or sale of drugs or armaments and do not violate any provisions of the law applicable in this regard. In case it is found, that the above conditions are not fulfilled, the Bank will be at liberty to inform Regulatory / Law Enforcing Authorities in compliance with the Regulatory / Legal provisions in Bahrain and to terminate the relationship with the customer after giving notice to the customer at the recorded address.

The Bank will be at liberty to make available, as and when required by law / authorities, to the Courts, regulatory / or other authorities of Bahrain, India, country of residence of the depositor or the country in whose currency the account will be maintained or routed, information relating to the account, without any prior consent from the account holder.

All withdrawals and transfers are honoured only on presentation of order acceptable to the Bank.

The customer shall operate the account in good faith without negligence and shall take due precaution in all matters relating to the account with the Bank.

Minors (i.e. below the age of 18 years) can open only Savings Bank Account, under legal guardianship of the parent (s) or legal guardian (s). The account will be operated by the parent (s) or legal guardian (s) for the benefit of the minor till he / She becomes a major.

Bank's documents are considered correct and conclusive evidence binding on the customer. Statements of accounts and records of transactions generated by the Bank and provided to the customer should be examined carefully by the customer to satisfy himself that entries made therein are correct. Any objection concerning Bank statements and other records of transactions must be made in writing within 15 days from the date of the statement.

In the cast of joint accounts, notwithstanding any instructions regarding mode of operation in the account / payment of balance in the account, on the death or incapacitation of one of the account holders, the account will be suspended until a representative of the deceases / incapacitated account holder is appointed. The account will be deemed to be divided among (not jointly owned by) the joint account holders.

While there is at present no income / corporate / withholding tax in Bahrain, should any tax or other governmental dues on account of the deposit become payable, the Bank shall assume no liability in this regard and all payments will be made to the account holder net of any such taxes.

The Bank may without notice debit the customer's account to recover any liabilities and charges due to the Bank and make correcting entries, if necessary. The Bank may, without notice, combine accounts, consolidate, set off or transfer any sums standing to the credit of any account towards satisfaction of any actual or contingent liability due to the Bank. The Bank may block funds or freeze accounts under instructions from officials authorised by law to issue such instructions.

The deposit will be payable only by State Bank of India, Full Commercial Branch, Bahrain, notwithstanding the fact that the deposit is made from outside Bahrain (applicable for deposits from outside Bahrain). Remittance charges including bene-deduct charges shall be borne by the depositor while remitting the coupon / interest / maturity proceeds.

The deposit will be for the actual amount received by the Bank. Interest will be payable on the deposit only from the date of receipt of funds in the nostro account of the bank / realization of the cheque / draft. In the case of reinvestment of the maturity proceeds of existing deposits, interest shall be payable from the maturity date of the relevant deposit provided the reinvestment instruction is received prior to the date of maturity.

The deposit shall be governed by and construed in accordance with the laws of Bahrain and any dispute in connection with any deposit shall be within the jurisdiction of courts in Bahrain. Cover under the Deposit Protection Scheme of the Central Bank of Bahrain will be available for eligible deposits, subject to maximum amount allowed under the scheme.

If repayment of a deposit becomes legally enforceable prior to the scheduled maturity date, by reason of death, bankruptcy or any other reason whatsoever, the amount repayable shall be reduced by an amount equal to all costs, losses and damages suffered by the Bank as a result of such early repayment as determined by the Bank in good faith.

Bank may at any time without assigning any reason with at least 7 (Seven) days notice to me/us, it be in debit or credit or zero balance.

### Disclosure Policy

The Customer hereby consents to the disclosure by the Bank and / or any of its officers or employees for any purpose of any information concerning the Customer including without limitation, information relating to its business, its accounts held with the Bank or another Group Member, or its relationship with the Bank or another Group Member to any of the following:

1. any office or branch of the Bank or another Group Member;
2. any agent, contractor or third party service provider, or any professional advisee of the Bank or another Group Member;
3. any guarantor or third party security provider of the Customer;
4. any guarantor, supervisory, governmental, or quasi-governmental authority with jurisdiction over the Bank or another Group Member;
5. any actual or potential participant or sub-participant in, or assignee, novatee, or transferee of, any of the Bank rights and/ or obligations in relation to the Customer;
6. any person to whom the bank is required or authorised by law or court order to make such disclosure;
7. any person who is under a duty of confidentiality to the Bank;
8. any bank of financial institution with which the Customer has or proposes to have dealings;

## Savings Bank Deposits

Customer shall always maintain the stipulated minimum balance in the account. Bank reserves the right to levy penal charges if the monthly average balance in the account falls below the stipulated minimum balance.

interest at prescribed rates shall be paid at half yearly intervals i.e. at the end of June and December, on the minimum monthly balance in the account.

No cheque book will be issued in savings bank deposit accounts. The depositor will, instead, be issued ATM card.

## Current Account

Customer shall always maintain the stipulated minimum balance in the account. Bank reserves the right to levy penal charges if the monthly average balance in the account falls below the stipulated minimum balance.

No interest shall be paid on current accounts.

Cheque books shall be issued on current accounts. No ATM card will be issued in current accounts of non-individuals.

The customer shall keep the cheque book in a secure place and in the event of a loss, theft or destruction of cheque book, the customer shall notify the Bank immediately.

The Bank will honour cheques only if funds are available in the accounts. However, the bank may allow temporary overdraft in the account at its own discretion. Any such overdraft, if allowed, shall not constitute agreement for further overdraft.

In the event of the current account becoming overdrawn, the Bank will charge interest at prevailing rates and the liability is payable on demand.

## Term Deposits

Interest will be computed on a 365 days basis. Payment / compounding of interest on fixed rate deposits will be at yearly intervals. interest payments on quarterly / half yearly basis may be considered, under non-cumulative option, on specific request from the depositor. In such cases, the rate of interest will be suitably discounted to ensure that the effective annual rate of interest is equal to the quoted rate. Interest on floating rate deposits will be paid / compounded at the time of each reset of interest rate.

No interest will be payable in the event of premature withdrawal of a fixed rate term deposit, unless the deposit has run for a minimum period of 1 month. In the case of floating rate deposit, no interest shall be paid on premature withdrawal, unless the deposit has run for the minimum period of interest reset. In the event of premature withdrawal after at least one interest reset, interest shall be paid for the completed reset period at 1% below the rate applicable for each completed reset period for which deposit has run. No interest shall be paid for the remaining period.

Premature payment of term deposits shall be solely at the discretion of the Bank. The interest rate applicable on deposit on premature payment will not be the contracted rate but at 1% below the rate (as on the date of placing of the deposit) applicable for period for which deposit has run subject to recovery of unwinding cost of interest rate swap in full.

On maturity of terms deposits, if no instruction is received for disposal of maturity proceeds, the deposit shall be rolled over for the same period as that of the matured deposits, at interest rates then prevailing.

If the Bank shall determine at any time that, by reason of any event or circumstance outside its control, it is or may be impossible to make a reliable determination of any rate, index level or market price necessary for the purpose of any deposit under any scheme, the Bank may, by notice to the depositor, terminate the relevant deposit and pay to the depositor in full satisfaction of principal and interest, such amount as the Bank shall determine to be fair and reasonable in the circumstances.

Where any rate, index level or market price is to be determined by the Bank at a particular time, or during particular period, such determination made by the Bank in good faith and in accordance with the generally accepted practice in the relevant market shall be conclusive and binding on the depositor in the absence of any manifest error.

Depositor shall not assign, transfer, charge, pledge or otherwise encumber any deposit without the specific written approval of the Bank.

The Bank reserves the right to alter any of these rules or add new rules without any prior intimation to the customer and such altered or added rules shall be binding on the customer.

**Signature of Applicant**