

**TAMILNADU TRANSPORT DEVELOPMENT FINANCE CORPORATION LTD.,
No.2, WALAJAH ROAD, CHENNAI – 600002**

**TERMS AND CONDITIONS OF DEPOSITS
(W.E.F – 01/04/2022)**

1. REMITTANCE

- a) Under both the schemes the minimum deposit amount is **Rs.50,000/-**
- b) Under Scheme II the deposit amount along with interest accruing periodically will be paid at the end of the deposit period.
- c) Application for fixed deposit shall be made in the prescribed form available at the Registered Office of the Company / Deposit Mobilisation Centre. Application may also downloaded from our website www.tdfc.in and apply.
- d) Application form only with crossed CTS/Multicity Cheque.
- e) All cheques must be crossed 'A/c Payee' drawn in favour of Tamilnadu Transport Development Finance Corporation Ltd. Name and address of the depositor should be written on the back side of the cheque.
- f) Application bearing the thumb impression of the depositor will be entertained only if the same is attested by TDFC Manager or Gazetted Officer and also annexed with a passport size photo.
- g) Post dated cheques will not be accepted.
- h) Senior Citizens have to produce age proof for individual deposits

2. IDENTIFICATION OF DEPOSITORS

- a) To comply with "Know Your Customer" Guidelines for NBFCs Prescribed by the Reserve Bank of India, depositor should provide a copy of any one of the following documents, (which contains the photograph of the concerned first depositor) for identification and proof of residential address is to be produced. (i.e) Passport / PAN Card with Address Proof / Voters Identity Card / Driving License/Ration Card.
- b) In case the address mentioned in the above documents differs from the present address a copy of anyone of the following documents should be furnished for proof of residential address. (i.e.,) Telephone Bill / Bank Account Statement / Letter from any recognized public authority / Electricity Card / Letter from Employer. In the absence of the above documents, the Company will not be able to process the application for deposit / renewal.
- c) Submission of KYC Form is mandatory. The KYC Form can be obtained from the Registered Office or downloaded from the website.

- d) Passport size photo should be affixed in the KYC form and signed across the photo.
- e) For joint holders proof to be submitted.
- f) All documents should be self attested.

3. DEPOSIT RECEIPT

- a) Fixed Deposit Receipt duly signed will be issued on receipt of cheque whether tendered in person or by post on the date of its receipt at the Head Office. The deposit receipt duly stamped shall be sent to the depositor by Registered Post / Courier to the address as given in the application.
- b) In the case of deposits received at Deposit Mobilisation Centre, Acknowledgement duly signed by the Business Manager will be issued immediately. The Fixed Deposit Receipt for the amount will be issued by the Head Office and sent to the party by Registered Post / Courier to the address as given in the application.
- c) Fixed Deposit Receipts / Deposit Certificates are not transferable.
- d) Joint depositors.
 - a) Joint depositors may not exceed two persons
 - b) In the case of deposit in joint names, all correspondence will be addressed to the person whose name appears first in the application form. All warrants for payment of interest and cheque for repayment of deposit will be drawn in favour of the first named depositor only. Deposits in joint names shall be under "Either or Survivor (E or S) or Former or Survivor in order" (F or S in O).
 - c) Amount payable on maturity shall be paid to the person first in the order of survivor.
 - d) In the case of deposits with single joint holder, in the event of death of primary depositor, on production of death certificate, the survivor will be recognized as the sole depositor for all purposes and all future correspondence, payment of interest and repayment of deposit will be made to him / her.
 - e) In the case of deposits having more than one Joint depositor, in the event of death of primary depositor, first named joint depositor will become primary depositor on production of death certificate.

- f) Any addition of the joint depositor during the tenure of deposit will not be entertained.
- e) Nomination facility is available. There should be only one nominee.
- f) Deposits from non-residents will be accepted on non-repatriation basis.
- g) Deposit from Minors: Deposits from minor(s) will be accepted through legal / natural guardian. The guardian must sign in the application on behalf of the minor and open a bank account in the name of minor.
- h) In the event of loss of Deposit Receipts / Refund Cheque / DDs / Interest Warrants, the depositor shall indemnify the Company against any future claim. All expenses in this connection shall be borne by the depositor.

4. INTEREST

- a) Interest payment will be paid through ECS/NEFT.
- b) Interest Rates prevailing on the date of remittance or on the date of maturity of old deposit in case of renewal will be applicable.
- c) Interest on deposits on Scheme-I will be paid on 1st of every month in the case of monthly interest payment scheme and on 1st of January, April, July and October in the case of Quarterly Interest Payment Scheme and on 1st of April in the case of Annual Interest Payment Scheme, through ECS only. In respect of deposits received upto 15th of the month, interest for the first broken period will be sent on the first day of the next month. For deposits received after 15th, interest will be included in the interest for first full month / quarter.
- d) Interest will be paid by Electronic Clearing System (ECS) for cities wherever such facility is available. The depositors shall furnish complete details of account number and Bank in the application form. In the case of joint deposit, all cheques, interest warrants for payment of interest will be drawn in favour of the first named depositor and any discharge given by the said person for payment of interest shall be binding on all joint depositors.
- e) If the deceased depositor is a senior citizen and the Joint depositor/ Nominee is not a senior citizen, interest will be paid at the normal rate from the date of demise of the primary depositor.
- f) Interest earned by Charitable Trust on the deposits is exempted from Income-tax vide Section 11(5) (VII) of the Income-tax Act, 1961.
- g) Service charge of Rs.10/- per warrant will be collected for issue of fresh interest warrants in lieu of stale warrants.

5. TDS / INCOME TAX

- a) Income Tax, in terms of provision of Income Tax Act, 1961, as amended from time to time will be deducted from the interest payable / credited.
- b) As per Statutory provisions if the aggregate amount of interest payable to a depositor in any of the financial year under the schemes were exceeded Rs.5000/-, Income Tax at the appropriate rate as prescribed in the Income Tax Act / Finance Act as amended from time to time will be deducted.
- c) For non-deduction of tax at source, non-assesse / individuals are requested, if necessary, to furnish the prescribed Form 15G / 15H and, Certificate from Income Tax Authorities for Trusts is necessary for each financial year as per Income Tax Act in force from time to time. In respect of HUF Form 15G only will be accepted. Under the provision of this section quoting of Permanent Account Number (PAN) in the declaration Form 15G / H in Clause No.5 is mandatory for non-deduction of Tax at Source. If PAN is not quoted in the declaration Form, it would be invalid and the Tax will be deducted at applicable rate as prescribed by Income Tax Department.
- d) In case of MMS, interest will be credited on 31st March or on maturity date whichever is earlier and tax as applicable will be deducted. The maturity value will vary where tax is deducted at source. Interest will be compounded after deducting tax amount, as applicable.

6. REFUND / RENEWAL OF DEPOSITS

- a) Deposits can be renewed subject to the Company's terms and conditions for acceptance of deposits and the Directions of the Reserve Bank of India in force from time to time.
- b) In the case of refund of deposit, the depositor shall communicate to the Company at least one week before the date of maturity along with Fixed Deposit Receipt / Certificate duly discharged for making payment.
- c) Any application for change in primary / joint depositor will be entertained at the time of renewal with the consent of the depositors in the original deposit certificate.
- d) For renewal / repayment of deposits on maturity the Deposit Certificate has to be surrendered duly discharged by the depositor, on one rupee revenue stamp. In the case of joint deposit with E or S / F or S in O condition, any of the depositors can give discharge. However, the payment will be made only to the Primary Depositor.
- e) If the existing deposit is renewed on maturity by adding further amount by way of cheque Deposit Certificate for the consolidated amount will be issued

only from the date of receipt of cheque or the date of maturity of the existing deposit whichever is later and interest will accrue from such date only.

- f) In the renewal application all the depositors whose names appear in the application form should sign.
- g) Repayment of deposits will be through at par cheque.
- h) Interest will cease on the date of maturity, if the deposit is withdrawn after the date of maturity.
- i) TDFC is not responsible for postal delays / loss in transit.

7. BELATED RENEWALS

- a) In the event of renewal of deposit received within three months from date of maturity, the deposit will be renewed from the date of maturity at the interest rate, operating at the time of maturity.
- b) In case the renewal application received after three months from the date of maturity the same will be treated as fresh deposit and the interest rate prevailing on the date of receipt of application will be applicable.
- c) The rate of interest applicable for the overdue period i.e., from the date of maturity to the receipt of renewal application on the amount so placed as fresh deposit shall be 2% less than the rate of interest applicable for 12 months deposits either at the time of maturity or receipt of renewal application whichever is less”.

8. PREMATURE WITHDRAWAL

- a) Premature withdrawals of deposits within 3 months from the date of deposit will not be allowed. **In case of death of a depositor premature withdrawal within 3 months will be allowed without interest.**
- b) Interest for premature withdrawal of deposit after three months but before date of maturity including in the event of death of depositor will be regulated as follows:

No interest will be paid on the deposits closed after three months but before expiry of six months

After six months from the date of Deposit but before twelve months	Interest @ 3% per annum less than the rate of applicable for 12 months deposit will be paid
After twelve months from the date of Deposit but before twenty four months	Interest @ 2% per annum less than the rate applicable for 12 months deposit will be paid
After twenty four months	Interest @ 2 % per annum less than

from the date of Deposit but before thirty six months	the rate applicable for 24 months deposit will be paid
After thirty six months from the date of Deposit but before the date of maturity	Interest @ 2% per annum less than the rate applicable for 36 months deposit will be paid

- c) One (1) month notice shall be given by the depositor for premature withdrawal of deposits exceeding Rs. 1 Crore.
- d) If the deposit amount is less than Rs. 1 Crore 15 days notice is sufficient.
- e) When the deposit held on joint names is sought to be closed prematurely withdrawn, the same should be discharged by all the surviving depositors along with requisition letter signed by all the surviving depositors.

9. LOAN ON DEPOSITS:

- a) Loan on deposits upto 75% of the deposit amount will be permitted once during the tenure of the deposit after a period of 3 months from the date of deposit as per rules in force.
- b) Separate loan application form can be had from the Registered Office / Deposit Mobilisation Centre of the Company.
- c) Interest will be charged at the rate of 2% above the rate of interest given on the deposits.
- d) Interest on loan will be adjusted out of the interest payable on PIPS deposits and compounded basis on MMS deposit and recovered at the time of repayment of loan or on maturity of the said deposit.
- e) If the deposit is not claimed for refund / renewal, the loan, if any, on deposits with interest will be adjusted against the deposit on the date of maturity.

10. OTHERS:

- a) The financial position of the Company as disclosed and the statements made in the application form are true and correct. The Company and its Board of Directors are responsible for the correctness and veracity thereof.
- b) In case of non-repayment of the deposit or part thereof as per the terms and conditions of such deposit, the depositor may approach the Southern Region Bench of Company Law Board, Shastri Bhavan, "A" Wing, V Floor, Block B, No.26, Haddows Road, Chennai-600006.
- c) The financial activities of the Company are regulated by the Reserve Bank of India. It must however, be distinctly understood that Reserve Bank of India does not undertake any responsibility for the financial soundness of the Company or for the correctness of any of the statements or the representations made or

opinions expressed by the Company and for repayment of deposit / discharge of liabilities by the Company.

- d) In case of deficiency of the Company in servicing its depositors, the depositor may approach the District Level Consumers Disputes Redressal Forum, the State Level Consumers Disputes Redressal Forum or the National Consumers Disputes Redressal forum for relief.
- e) Deposits accepted are subject to the directions issued by the Reserve Bank of India under Non-Banking Financial Companies Acceptance of Public Deposit (Reserve Bank) Directions, 1998 as amended from time to time.
- f) The Company has obtained Registration Certificate from RBI vide Regn.No.07.00403 dt.15.12.98 under Section 45 (1A) of the Reserve Bank of India Act, 1934. However, the Reserve Bank of India does not accept any responsibility or guarantee about the present position as to the financial soundness of the Company or for the correctness of any of the statements or representations made or opinions expressed by the Company and for repayment of deposits / discharge of liabilities by the Company.
- g) The acceptance of deposits will be subject to the terms and conditions indicated in the statement accompanying the application form and can be had at the Registered Office and at Deposit Mobilisation Centre.
- h) The Company will not recognize any lien on deposits.
- i) Deposits solicited by the Company are Not Insured.
- j) In the event of demise of first named depositor, all payments will be made.
 - a. To the person first in order of the survivor(s) and for all purposes he/she will be considered as the first named depositor on surrender of original deposit receipt and on production of death certificate duly attested.
 - b. In the case of no surviving depositor(s), the nominee will be recognized as depositor, on production of death certificate duly attested along with prescribed application duly signed by the nominee and attested by the Notary Public.
 - c. In the absence of Joint depositor(s) or nominee, the deposit amount along with interest, if any, will be paid to the legal heir of the depositor on production of death certificate, legal heir certificate, and consent letter to pay the amount to one of the legal heirs and indemnity duly executed and notarized.
 - d. HUF Accounts: Death of a Karta Upon the death of the Karta of an HUF,

- i. A certified true copy of Death Certificate of the Karta (with the TDFC having seen the original of the Death Certificate and returning the same to the Claimants), and
- ii. A Declaration cum Indemnity from all the members of the HUF of the age of majority confirming whether the HUF continues to survive after the death of the Karta.

Where the HUF continues,

- a) Letter of authority from all members of the age of majority (including as guardian for minors) of the HUF authorizing the new Karta and / or any other member of the HUF to operate the account of the HUF.
- b) Identity proof / signature proof of the new Karta /signatory(s).
- k) In the event of dispute over the claims of deposits the company reserves its right to withhold payment till the dispute is finally settled to the satisfaction of the company after giving due information to the claimants thereof. If the deposits are not renewed on date of maturity due to the dispute the Corporation is not liable to pay interest on deposit for the period under dispute.
- l) Where any payments falls due on any day on which the office remains closed, the payment will be made on the next working day.
- m) All payments will be made by means of cheque (crossed "Account Payee" only).
- n) The Company reserves the right to reject any application for deposit without assigning any reason therefor.
- o) The Company reserves the right to alter, amend/modify all or any of the conditions stipulated above without prior notice.
- p) All disputes arising out of this scheme shall be subject to jurisdiction of courts in CHENNAI only.
- q) Change of address instruction regarding interest remittance etc. will be given effect only after 15 days, from the date of receipt of such instructions.
- r) Deposits unclaimed for more than 7 years from the date of maturity will be transferred to Investor Education and Protection Fund pursuant to Section 125 of the Companies Act, 2013.

11. Nomination facilities are available subject to the provisions of the RBI (Amendment) Act 1997. Further a nomination can be made only in respect of a deposit account which is held in the individual capacity of the depositor, and not in any representative capacity such as the holder of an office like Director of a Company, Secretary of an Association, partner of a firm, or Karta of an HUF.