

APPLICATION FORM FOR FIXED DEPOSIT (UNSECURED)

(SHAREHOLDERS ONLY)

ALBERT DAVID LIMITED



(CIN: L51109WB1938PLC009490)

Regd. Office: 15, Chittaranjan Avenue, Kolkata - 700 0072

Tel.: 033-2212-9700, 9637, 9592, Fax: 033-2225-8714, E-mail: adidavid@dataone.in

Website: www.albertdavidindia.com

Dear Sirs,

I/We the undersigned hereby apply for a Deposit with you as under :-

Minimum Amount Rs 1,00,000/- additional amounts in multiplies of Rs. 50,000/-Period of Deposit: Six Months to One year Rate of Interest - 10.25% p.a. (payable Half-yearly)

| | WRITE IN BLOCK LETTERS | | | | | | | |
|----------------------------|--|--------------------|---|-----|---|--|--|--|
| | | | EPOSIT Rs) Cheque / Demand Draft | 5. | Status of Sole / : Resident First Depositor Individual / Others (specify) | | | |
| | | b) | No | 6. | Repayment of : Sole/First name Depositor / Deposit to be Either or Survivor Made payable to | | | |
| 3. | PERIOD OF | b) • DEI | Renewal of FDR No. Datedforfor POSIT: For | 7. | Particulars of : If yes - Receipt No | | | |
| | | | R'S REGISTERED FOLIO NO./DP ID NO. | | with the company Amount | | | |
| | & CLIENT ID NOPhone / Mobile No | | | | | | | |
| ou ar de Ad FU | terms and conditions stipulated by you accompanying this form which I/we have read and understood and agree to abide by the same. I/We declare that I am/ We are resident(s) in India and am/are not depositing this amount as nominee(s) of any person residing outside India. I/We declare that the amount is to not being deposited out of the funds acquired by me/us by borrowing or accepting deposits from any other person. I/We declare that the first named depositor mentioned in our application is the shareholder of the company/beneficial owner of this deposit and as such he/she should be treated as the payee for the purpose of deduction of tax under Section 194A of the Income Tax Act, 1961. I/We declare that what is stated in this application is true and correct. FULL NAME OF DEPOSITOR (S): 1. Mr./Mrs. Miss | | | | | | | |
| | | Pin | | | | | | |
| | AGE | | | | | | | |
| Pla | Place : INCOME TAX EXEMPTION FORM 15G/15H ATTACHED : YES / NO. | | | | | | | |
| Da | Date : FOR OFFICE USE ONLY | | | | | | | |
| Da | ited | | Noon | Pre | PR No. ADL/ | | | |
| Cr | edit Date | | Maturity Date | L.F | . NoScheme Code | | | |
| | | | | | (For Terms and Conditions see reverse) | | | |



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ACKNOWLEDGEMENT SLIP (To be filled by the Applicant)



Kothari Group

| Received from Mr. / Mrs (Name of Sole or First A | | | |
|---|-------|-----------|--------------------------------|
| • | , | | together with Cheque/Draft/FDR |
| No | Dated | Drawan on | for Rs |
| (Runees | | | only) |

TERMS & CONDITIONS GOVERNING ADL FIXED DEPOSIT (UNSECURED) SCHEME FROM SHAREHOLDERS

The acceptance of deposits from Shareholders of the Company shall be governed as per Section 73(2) of the Companies Act, 2013 and The Companies (Acceptance of Deposits) Rules, 2014.

Deposits shall only be accepted from the Shareholders of the Company excluding Body Corporates, Trusts, Partnership Firms and Association of Persons,

1. APPLICATION

- a) Application shall be made in the Company's prescribed form and on such terms and conditions as contained therein and must be accompanied by Cheque/Bank Draft in favour of 'ALBERT DAVID LIMITED' drawn on a Scheduled Bank payable at the place of acceptance and marked "A/c. Payee only".
- (b) Bank charges incurred by the Company, if any, will be on Depositor's account.
- (c) The deposit may be made in joint names not exceeding two. Thumb impression in place of signature must be attested by a Magistrate or Notary Public.
- (d) Deposit are acceptable only from shareholders of the Company.
- (e) Application for deposit or renewal thereof is liable to be rejected in case it does not fulfill the terms and conditions governing the acceptance of such deposits.

2. ISSUE OF RECEIPT

The Deposit Receipt will be forwarded to the depositor at his/her given address within 4 (four) weeks from the date of acknowledgment slip. The Company is in no way responsible for delay or loss of the same whilst in postal transit.

3. BROKERAGE

No Brokerage will be payable on Deposits received.

4. JOINT DEPOSIT

- (a) In case of deposit in joint names, all correspondence will be addressed to and cheque for the principal amount and interest will be drawn in favour of the person whose name appears first on the Deposit Receipt. Payment made to such person of principal amount and interest shall be valid and binding on the joint depositor.
- (b) In the event of death of the first named depositor, payment of principal amount and interest will be made to the surviving depositor on his/her producing the related death certificate and without reference to the heirs and/or legal representatives of the deceased.
- (c) The first named depositor must be a shareholder of the Company.

5. NOMINATION FACILITY

Nomination facility is available only for shareholders applying on their own behalf, i.e. singly or jointly. For this purpose, the Shareholder(s) will have to fill in and file with the Company, in duplicate in Form SH-13 as prescribed under the Companies (Share Capital & Debentures) Rules, 2014, as amended. Blank Forms will be supplied by the Company on receipt of requests from the Shareholder(s). The nominee would receive payment of deposit amount or interest in case of death of all other depositor(s) appearing on the Application Form on production of the relevant death certificate(s), without reference to the heir and/or legal representatives) of the deceased and the Company shall be absolved of its liability on such payment to the nominee.

6. SUCCESSION

In the event of death of sole or surviving depositor, payment of principal and interest due thereon shall be made on maturity either to the nominee named on the application or to the executor/administrator of the deceased shareholder on his/her furnishing a death certificate and on executing an indemnity bond as required by the Company or to the holder of the requisite succession certificate.

7. INTEREST & TAX DEDUCTION

- (a) Interest will be payable on deposit(s) from the date of receipt or realisation of Cheque/Bank Draft and calculated on the basis of 365 days in a year payable half-yearly and on maturity. Certificates for interest accrued as on 31st March of each year and on maturity will be issued specifying the amount of tax deducted at source.
- (b) Income tax, wherever applicable, will be deducted from the amount of interest as per law for the time being in force. Tax will not be deducted if appropriate certificate as referred under the Income Tax Act is submitted one month before the due date of payment or accrual of interest. Depositors may kindly note that it is now mandatory to quote the Permanent Account Number (PAN) of the depositor in the tax deduction certificate, where tax is deductible at source. Depositors whose interest income is likely to exceed the prescribed limit are advised in their own interest to furnish their PAN in the space provided there in the Application Form, failing which the Company will not be responsible for any delay in receipt of the tax deduction certificate by the depositor and/or non-acceptance of the tax deduction certificate by the income tax authorities due to in absence of the depositor's PAN therein.

8. REPAYMENT/RENEWAL

- (a) On maturity the Depositor shall surrender Deposit Receipt duly discharged on requisite Revenue Stamp at least a fortnight before the date of maturity to enable the Company to make the repayment or to renew such deposit according to the Companies (Acceptance of Deposits) Rules, 2014, as amended thereof along with interest due thereon by A/c. Payee Cheque only. In case of Deposit in joint names, discharge by the first named person will be acceptable to the Company and binding on both the depositors. No interest will accrue after maturity unless otherwise decided by the Company, if the deposit remains unclaimed. In case of default in repayment of matured deposit, the Company shall pay penal interest on matured deposit after maturity as per provisions of the deposit Rules.
- (b) The Company is not under any obligation to give notice or advance intimation about the maturity of a deposit falling due for payment.
- (c) Depositor intending to renew the deposits on maturity shall submit a fresh Application Form alongwith the discharged Deposit Receipt to the Company before maturity, failing which deposit will be renewed only from the date on which such documents are submitted.
- (d) Repayment of Deposit before maturity but not earlier than 6 (six) months from the date thereof shall be at the discretion of the Company. In the event of the Company agreeing to repay a deposit prior to the date of its maturity, the rate of payment of interest on such deposit shall be in accordance with the provisions of Companies (Acceptance of Deposits) Rules, 2014 as amended from time to time. In case of premature repayment the difference between the interest paid, and the interest calculated pursuant to this clause shall be deducted from the amount becoming refundable.

9. TRANSFER OF MATURED BUT UNCLAIMED DEPOSIT

Under Section 125 of the Companies Act, 2013, any matured deposit together with any accrued interest thereon remaining unclaimed for a period of 7 (seven) years or more from the date they become due for repayment will be transferred to the Investor's Education and Protection Fund established by the Central Government.

10. GENERAL

- (a) In the event of loss or destruction or mutilation of a Deposit Receipt, the Company may on such reasonable terms, as to indemnity and investigating evidence as it thinks fit and on receiving reimbursement of out of pocket expenses incurred for such investigation issue a duplicate receipt to the depositor.
- (b) Fixed Deposit Receipts are "NEITHER NEGOTIABLE NOR TRANSFERABLE" and the Company will not accept or recognise any lien or assignment of the Deposit and/or interest thereon.
- (c) The Fixed Deposit will be subject to the Companies (Acceptance of Deposit) Rules, 2014 as amended and/or other regulations prescribed by Central/State Government or the Reserve Bank of India or other statutory authorities whatsoever from time to time.
- (d) The Company will not recognize or accept any lien or assignment of the deposit and/or the interest thereon.
- (e) In case of any dispute in the matter related to, arising out of or connected with the deposit, the appropriate Court situated at Kolkata alone has and shall have jurisdiction to adjudicate and decide the same.
- (f) The Company reserves the rights to add, alter or amend, or revoke any of the conditions stipulated herein without any notice or assigning any reason therefore.
- $(g) \qquad \text{These terms and conditions form part of the prescribed Application Form.} \\$