

TERMS AND CONDITIONS

A. Terms and Conditions applicable to Samriddhi Portal (GSEC and CDs)

1. The following terms and conditions should be read carefully and accepted prior to placing any request for purchase and / or sale of Government Securities (GSEC) and / or purchase of Certificate of Deposits (CDs) or availing any information, or any part thereof, as the case may be, made available from time to time on the Portal on the official website of IDBI Bank Limited www.idbi.com.
2. The Portal is owned, operated and maintained by IDBI Bank Limited (the Bank).
3. The service offered by the Bank is for the limited purpose of placing request and purchase and / or sale of GSEC and / or purchase of CDs as per the Terms and Conditions.
4. The use of the Portal is conditional upon and subject to, acceptance of and in compliance with, the Terms and Conditions. The Bank may in its sole discretion alter, add or delete any of the Terms and Conditions from time to time without any prior notice, and all the alterations, additions and deletions shall take effect automatically and be binding on and from the day they are posted on the Portal. By continuing to access or use the Portal or any facility or services offered on the Portal, you will be deemed to have agreed to accept and be bound by such Terms and Conditions and any altered, added or deleted Terms and Conditions.
5. The purchase / sale / holding / transaction of the GSEC and / or purchase / holding / transaction of the CDs will be governed by the applicable laws, including but not limited to The Government Securities Act, 2006 (the Act); the Government Securities Regulations, 2007 (the Regulations); any notification issued by the Government of India, Reserve Bank of India, Securities and Exchange Board of India [as applicable to G-Sec], Fixed Income Money Market and Derivatives Association [FIMMDA applicable for CDs] or any competent authority (the Notification) as amended from time to time.
6. You shall abide by Prevention of Money Laundering Act, 2002 (PMLA), rules and circulars issued there under, circulars, press releases etc. as and when made applicable or issued by any regulatory authority.
7. All transactions executed / to be executed through the Portal shall be in accordance with the applicable Laws, Rules, Byelaws Regulations and Notifications governing the GSEC and / or CDs, as the case may be, as prescribed from time to time.
8. You certify that you are legally competent and eligible to purchase and / or sell GSEC or invest into CDs, as the case may be, as per the provisions of the Act, the Regulations and the Notifications. For investors investing in CDs and / or G-Sec, the Bank shall have no obligation to verify the eligibility and you will be liable for ensuring your eligibility.
9. In order to place a request for purchase and / or sale of G-Sec and / or purchase of CDs through the Portal, you should possess a PAN Card, demat account in your name either with

the Bank or any other depository participant and demat linked bank account in your name either with the Bank or any other bank. In the case of joint accounts held for demat accounts and / or demat linked bank accounts, which are held by you along with one or more others, you must be the first joint account holder.

10. For placing any request for purchase and /or sale of GSEC or purchase of CDs for the first time, you need to get registered by clicking on the Registration link on the Home Screen on the Portal and enter all requisite / necessary details as displayed on the screen. You will also have to type/create a password of your choice, which is required to be remembered by you for future login.

11. Unless all the fields including the mandatory fields are furnished appropriately, the system will not process your request. You will be fully and absolutely responsible and liable for all such details furnished on the Portal. At all times you are liable to provide true, accurate, current and complete information about yourself, including the details regarding the demat account and demat linked bank account as prompted by the request form / window on the Portal. The Bank will execute the transaction as per the details keyed in by you and shall not be responsible for any erroneous transaction that may occur due to the mistake or error made by you in keying in any information on the Portal.

12. On receipt of your request for registration, the Bank will generate and communicate the registration number to your registered e-mail address furnished by you. All your requests for purchase and / or sale of GSEC or for purchase of the CDs will be processed by the Bank with reference to the said registration number. The registration number given by the Bank will be your permanent user id.

13. The existing user can place his request by logging in by using the password created earlier. It will be his responsibility to update any change in the personal details like address, DPID/ Bank A/c, e-mail id, etc. (As regards, CDs, any such change can be effected only after the deal is complete and CDs are credited in demat account).

14. The detailed process flow for purchase and sale of G-Sec and / or purchase of CDs are available on the 'HELP' link on the Portal. You are required to refer to the process flow before placing request for and / or sale of G-Sec and / or purchase of CDs.

15. These terms and conditions shall be applicable to any person visiting / accessing / using the Portal and / or client availing the services offered by the Bank on the Portal.

16. The Bank shall have no obligation to verify the authenticity of details entered in the portal and the Bank shall not be responsible for any mistake or error made by you in keying in the details, including the details of GSEC or CDs, as the case may be, the amount and the investor particulars, the sale particulars in case of GSEC etc.

17. All requests entered by you through the Portal are based upon your investment decisions, at your sole responsibility and will not hold, nor will you seek to hold the Bank or any of its

officers, directors, employees, agents, subsidiaries or affiliates, liable for any losses incurred by you.

18. The Bank shall not be liable for any transaction carried by impersonation or misrepresentation.

19. The Bank shall not be liable for any damages or injury caused for any link failure, error, omission, interruption, deletion, defect, delay in operation or transmission, computer virus, communication line failure, theft or destruction or unauthorized access to, alteration of, or use of record, or failure, interruption, or error/ corruption of any data or other information transmitted in connection with use of the website/Portal.

20. The Bank shall not be liable if any transaction does not fructify or may not be completed or for any failure on part of the Bank to perform any of its obligations under these terms and conditions or those applicable specifically to its services/facilities if performance is prevented, hindered or delayed by a Force Majeure event and in such case its obligations shall be suspended for so long as the Force Majeure circumstances continues.

21. You will be solely and absolutely responsible for maintaining the secrecy and confidentiality of your registration number / user id and password and you will be fully and absolutely responsible and liable for all transactions and activities that occur under your user id and password including any unauthorized use or misuse of your user id and / or password. You will be responsible and liable if any third party gains access to the Portal or any facility through the use of user id or password.

22. Under no circumstances, including but not limited to negligence, shall the Bank be liable for any special or consequential damages that are alleged to have resulted from the use and/or inability to use this Portal or information contained within, even if the Bank have been notified of the possibilities of potential damages or losses, damages or injury arising out of or in connection with the use or inability to use the Portal, including difficulties arising due to loss or corruption of data, work stoppage, computer failure or malfunction, programming errors, software or hardware errors, computer breakdown, non-availability of internet connection, communication problems between the Bank server and client's computer network, shutting down of Bank's server, non-availability of links, corruption of computer software, problems in telecommunication network, or interruption of business; under any contract, negligence, strict liability or other theory arising out of or relating in any way to the Portal, site-related services, or any products or services and claims of third parties damages or injury caused by any performance, failure of performance, error, omission, interruption, deletion, defect, delay in operation or transmission, computer virus, communications line failure, theft or destruction or unauthorized access to, alteration of, or use of information, whether resulting, in whole or in part, from or relating to any of the services offered or displayed by the Bank on the Portal.

23. Though the Bank will take steps to prevent introduction of virus and other such destructive materials on the Portal, it does not represent, warrant or guarantee that the Portal or the content downloaded from the Portal does not contain such virus or destructive materials. The

Bank is not liable for any damage or harm attributable to such virus or destructive materials. The Bank does not warrant that the Portal or functions thereof will be uninterrupted or free of any error or defect. The Bank shall not be responsible for unauthorized transaction through the Portal due to any fraudulent or negligent usage and any unauthorized transaction/fraudulent/erroneous use of or hacking or intrusion into the computer network of the Bank by any third party due to your negligence or fraudulent conduct, or if the Bank has taken due and reasonable care to avoid such hacking or intrusion.

24. You shall use the software provided by on, or through the Portal only for the purposes for which it has been provided to you and for no other purpose.

25. You shall not make any attempt to hack into the Portal or otherwise attempt to subvert any firewall or other security measure of the Portal.

26. The information provided in the Portal and any communications subsequently entertained or responded to are/shall be gratis and are/shall be outside the purview of any consumer protection law.

27. The conditions stated in these Terms and Conditions are in addition to other terms and conditions, policies, and disclaimers stated elsewhere in the Portal and on the web site of the Bank.

28. The funds utilized or proposed to be utilized for the purpose of investment have been derived through proper means and does not involve any hawala/unaccounted money in any manner and are from known source and shall provide clarification to the Bank as and when requested by the Bank.

29. The Bank owns all the rights, title and interest including the copyright in respect of the content including various logos, trademark, service marks etc. unless indicated otherwise. Further, the Bank shall not be liable if the client makes a copy, modifies, uploads, downloads, transmits, publish or remove or obscure any intellectual property including trademarks, copyright or other notices or legends containing any such information or otherwise distribute any service or content from the Portal.

30. You are responsible for providing and maintaining the communications equipments including personal computers, modems, telephone, mobile phone or alternative services required for accessing and using the Portal or related services. Any material downloaded or otherwise obtained through the use of the Portal is at the users own discretion and risk and the user will be solely responsible for any damage that may occur to the users computer systems and data as a result of download of such material.

31. All information provided to Bank via this Portal shall be deemed and remain the property of the Bank. The Bank shall be free to use, for any purpose, the information, a visitor to this Portal provides to the Bank through this site. The Bank shall not be subject to any obligation of confidentiality regarding submitted information except as agreed by Bank, entity having direct customer relationship or as otherwise specifically agreed or required by law.

32. The services may be suspended or withdrawn anytime by the Bank without giving any notice or assigning any reason for the same.

33. You shall indemnify the Bank for any loss caused to the Bank due to any information provided by you to the Bank being untrue, inaccurate, not current or incomplete in any respect, and the Bank shall not be responsible for any losses sustained by you due to any information provided by you being untrue, inaccurate, not current or incomplete in any respect. If any information provided by you is untrue, inaccurate, not current or incomplete, the Bank has the right to terminate your registration and refuse your access to or use of the Portal or any facilities/ activities.

34. You shall indemnify the Bank against any loss that may be suffered by them, its customers or a third party or any claim or action that may be initiated by a third party which is in any way the result of improper use of the portal, user ID and password.

35. Each of the provisions of these terms and conditions shall be separate and severable. Should any provision be invalid or unenforceable, it shall be severed from the terms and conditions, and the remaining provisions of these terms and conditions shall continue in full force and effect and be amended so far as possible to give valid effect to the intentions of the parties under the severed provision.

36. The Bank shall not be liable to you save as expressly provided for in these terms and conditions and shall have no other obligations, duties or liabilities whatsoever in contract, tort or otherwise arising out of the use of the service or connection to the Portal. To the maximum extent permitted by law, the Bank hereby disclaims all warranties, terms and conditions with regard to this information, products and services including all implied warranties, terms and conditions, by statute, collaterally or otherwise, of satisfactory quality, fitness for a particular purpose, title and non-infringement in no event, shall the Bank be liable for any loss of profit, loss of opportunity, loss of business, loss of revenue, wasted time, wasted costs, indirect, incidental, special or consequential loss arising out of, or in any way connected with the use of this Portal or with the delay or inability to use this Portal or for any information, products and services obtained through this Portal or otherwise arising out of the use of this Portal whether based on contract, tort, strict liability or otherwise, even if the Bank has been advised of the possibility of damages.

37. The Bank shall not be liable to you for any of the following types of loss or damage arising out of your use of our Portal and the service whether in contract or tort (including any liability for negligence howsoever arising out of or in connection with the performance of our obligations in the provision of the Portal and this service): (i) loss of revenue, business, anticipated savings or profits; or (ii) any indirect or consequential loss howsoever arising.

38. The failure to exercise or delay in exercising any right or remedy by the Bank under these terms shall not constitute a waiver of the right or remedy or a waiver of any other rights or remedies under this Agreement or at law. A waiver by us of any terms or conditions in any instance should not be considered to be a waiver of any term or condition for the future or of any subsequent breach.

39. The Portal may contain links to other websites of interest. Please note that once the client opts to link to other websites by leaving the Portal, Bank shall not be responsible for protection of further disclosure of information and these terms and conditions cease to be applicable for such disclosure of information and shall be governed by the terms and conditions of such websites. The client may therefore, like to exercise caution and look at the privacy statement applicable to those websites.

40. The terms and conditions shall be construed in accordance with the applicable laws of India. The courts at Mumbai shall have exclusive jurisdiction in any proceedings arising out of this Agreement.

B. Terms and Conditions Specific to Purchase and / or Sale of GSEC

1. Any request for purchase and / or sale of GSEC through the Portal shall be put only on the working days of the Bank between 9.00 am to 2.00 pm. No request will be processed by the Bank put on weekends and Public Bank Holidays.
2. Upon receipt of the request for purchase and /or sale for GSEC along with the details, the Bank will scrutinize the request and thereafter communicate the acceptance of your purchase and / or sale request along with term sheet / cost memo advising the payment details / Depository details to you by e-mail on your registered e-mail address. The term sheet/ cost memo forwarded by the Bank would only express the Bank's intention to sell / purchase the opted GSEC and will not constitute a deal confirmation.
3. For purchase requests,
 - a. On receipt of the term sheet/cost memo, you will remit the requisite funds mentioned in the term sheet/ cost memo by 4.00 pm on the day of transaction itself which will be referred to as T + 0 date for common understanding of all concerned. After remittance of the requisite funds, you will forward the transaction reference (i.e. UTR number/NEFT reference number) to the Bank by 4.45 pm on the date of transaction i.e. in the T + 0 date using the registration number.
 - b. The funds should be remitted either through RTGS or NEFT channels. You can also remit funds through i-net banking, if you are an IDBI Bank customer. Cash/ Demand Drafts/ Cheques would not be accepted under any circumstances.
 - c. If you are an IDBI Bank customer, you can make payment / remit funds by clicking the option of 'Make Payment' which will link to the i-net banking site of IDBI Bank. The transaction reference number shall be initiated on making payment. Payments made through IDBI Bank's net banking services shall be subject to (i) RBI Guidelines as may be applicable from time to time and (ii) the terms and conditions governing Internet Banking service of IDBI Bank.
 - d. The Bank shall not proceed with your purchase request unless requisite funds as provided in the term sheet / cost memo are transferred to the designated account of the Bank as mentioned above.

- e. The Bank reserves its right to cancel the request without assigning any reason. On cancellation of the request for purchase of GSEC, for whatsoever the reason, the funds transferred to the designated account of the Bank will be remitted back to you as early as possible.
 - f. Any request inadvertently processed, in spite of insufficient funds or incorrect details, shall at the Bank's sole discretion be subject to cancellation, at any subsequent time.
 - g. It will be the Bank's sole discretion to consider the request if the funds transferred to the designated account of the Bank is sighted after 4.45 pm on the deal date.
4. For sale requests,
- a. On receipt of the term sheet/cost memo, you will transfer the security mentioned in the term sheet/ cost memo by the deal date which will be referred to as T+0 date for common understanding of all concerned by 4.00 pm. After transferring the security, you will indicate the transfer to the Bank by 4.45 pm by the deal date of transaction i.e. in the T + 0 dates using the registration number.
 - b. The security can be transferred either through NSDL or CDSL depository to the Designated Depository Account of the Bank.
 - c. If you are having Demat Account with IDBI Bank, you can give online instruction to Bank to transfer the stock of GSec , provided you have submitted / executed necessary power of attorney in favour of the Bank for the transfer of the securities in portal with the concerned branch. (For the said purpose, the format of power of attorney is available with the branches and also available in G-Sec portal site). If you have availed the *SPEED-e* service provided by NSDL for online transfer of securities also have an option to transfer their GSEC online to the Designated Depository Account of the Bank through *SPEED-e* portal of NSDL (Subject to Para 39 of Section A of this Terms and Conditions).
 - d. Upon sight of the transfer of Securities to the Designated Depository Account of the Bank, the payment as per the term sheet/cost memo shall be remitted to your DP linked bank account on the settlement date, which will be referred to as T + 1 date for common understanding of all concerned.
 - e. The Bank shall not proceed with payment unless the requisite security, as provided on the term sheet/cost memo, is transferred to the Designated Depository Account of the Bank as mentioned above.
 - f. On cancellation of the request for sale of GSEC, for whatsoever the reason, the security transferred to the Designated Account of the Bank will be transferred back to you as early as possible. The Bank will not be responsible for any delay in transfer of such security to you.
 - g. It will be the Bank's sole discretion to consider the request if the security transferred to the Designated Depository Account of the Bank is sighted after 4.45 pm on the deal date.

5. The request for GSEC purchase and / or sale of CDs, as the case may be, shall be rejected if any of the details furnished by you in the Portal is found to be incorrect or mismatches with the details in term sheet or cost memo, as the case may be, or otherwise.
6. Non-receipt of either sufficient fund, securities or the transaction reference number by the bank, within the stipulated time would automatically result in cancellation of the request and the Bank shall not have any further obligation in this regard.
7. On sight of the requisite funds remitted by you (in case of purchase) or on sight of the requisite security transferred by you (in case of sale) as above , the Bank will issue deal confirmation to you on the registered e-mail address.
8. The deal confirmation as issued by the Bank will be construed as correct and confirmed by you unless any disagreement in any of the particulars is communicated by you before the delivery of the security (in case of purchase) or remittance of funds (in case of sale) on the next business day by 9.00 a.m.

C. Terms and Conditions Specific to CDs

1. Any request for investing in CDs through the Portal shall be put only on the working days of the Bank (Monday to Friday) between 9.00 am to 4.00 pm. No request will be processed by the Bank put on weekends and public holidays.
2. For placing the request for the CDs, you need to select from the various securities with corresponding yield and tenor provided on the screen and the proposed amount (face value) of investment will have to be keyed in numerically. Selection to the particular security will lead the investor to the “Term Sheet” that contains details like Pan Number, DP details and Bank account details of investor, details of the CDs and designated account of the Bank etc. The investor will have to accept the term sheet for investment in CD.
3. Upon receipt of the request along with the details, the Bank will scrutinize the request and thereafter communicate the acceptance of your purchase request along with term sheet advising the payment details to you by e-mail on your registered e-mail address. The term sheet forwarded by the Bank would only express the Bank’s intention to sell the opted CDs and will not constitute a deal confirmation.
4. On receipt of the term sheet, you will remit the requisite funds mentioned in the term sheet by 4.00 pm on the day of transaction itself which will be referred to as T + 0 date for common understanding of all concerned. After remittance of the requisite funds, you will re-login to the Portal to forward the transaction reference (i.e. UTR number/NEFT reference number) to the Bank by 4.45 pm on the date of transaction i.e. in the T + 0 date

using the registration number. An e-mail acknowledging the same would be sent to the investor in the registered e-mail id.

5. The entire funds in one single bullet payment matching the settlement amount mentioned in the Term Sheet should be remitted either through RTGS or NEFT or internal transfer channels only. Cash/ Demand Drafts/ Cheques would not be accepted under any circumstances.
6. The Bank shall not proceed with your purchase request unless requisite funds as provided in the term sheet are transferred to the designated account of the Bank as mentioned above.
7. The request for CDs shall be rejected if any of the details furnished by you in the Portal is found to be incorrect or mismatches with the details in term sheet or cost memo, as the case may be, or otherwise.
8. Non-receipt of either entire funds in one bullet payment or UTR number / the transaction reference number by the Bank within the stipulated time would result in cancellation of the request and the Bank shall not have any further obligation in this regard. money received by the Bank in more than one bullet payment or without any update of UTR / Reference number in the Portal will be returned to the investor without any interest.
9. Any request inadvertently processed, in spite of insufficient funds or incorrect details, shall at the Bank's sole discretion be subject to cancellation, at any subsequent time.
10. It will be the Bank's sole discretion to consider the request if the funds transferred to the designated account of the Bank is sighted after 4.45 pm on the day of transaction.
11. On sight of the requisite funds remitted by you as above, the Bank will issue deal confirmation to you on the registered e-mail address.
12. Once funds have been received and deal has been accepted, under no circumstances you would be allowed to cancel the deal and the corresponding (CDs) will be credited in your registered demat account.
13. On the value date, Annexure IV will be generated as per FIMMDA guidelines which would be sent to you by e-mail. This will give you:
 - i.the details of number of units of CDs issued to you;
 - ii)the demat account details of the investor where securities were credited; and
 - iii)The details of demat account (CD redemption account) of IDBI Bank where the securities will have to be transferred on maturity of CDs.
14. Subject to transfer of dealt CDs to the CD redemption account of the IDBI Bank and as per the list of beneficial owners maintained by NSDL/CDSL and provided by the

Registrar, at the time of maturity date, IDBI Bank will make the payment to such beneficiary as per the intimation/availability of details of bank account of beneficial owner. Providing /arranging to provide details of bank account with necessary proof as may be required by the Bank shall be the sole responsibility of the beneficial owner and no interest shall be payable after the maturity date.

15. You confirm that the Bank would be making payment on maturity to the beneficiary owner available at the time of maturity. Payment to the beneficiary owner in the account furnished by the beneficiary or by the depository participant shall discharge the Bank from all its liabilities with respect to the CDs.
16. You are also aware that the question of liability on account of any defect in the change of endorsement may arise and for which the Bank shall not be held responsible in any manner whatsoever.
17. The Bank reserves its right to cancel the request without assigning any reason. On cancellation of the request, for whatsoever the reason, the funds transferred to the designated account of the Bank will be remitted back to you as early as possible. The Bank will not be responsible for any delay in remittance of such funds to you.