

New Customer  Existing Customer If existing Customer, enter Customer ID \_\_\_\_\_ Date : DD / MM / YYYY

Loan Amount Required \_\_\_\_\_ Tenure \_\_\_\_\_ Rate of Interest \_\_\_\_\_

Applicant Name : \_\_\_\_\_ First Name \_\_\_\_\_ Middle Name \_\_\_\_\_ Last name \_\_\_\_\_

Father's/Spouse Name : \_\_\_\_\_ First Name \_\_\_\_\_ Middle Name \_\_\_\_\_ Last name \_\_\_\_\_

Date of Birth : DD / MM / YYYY

**DOB Declaration:** (Applicable only when there is no proof supporting Date & Month of Birth)-

I confirm that my date of birth written in the application form is the correct one and the same can be used by Equitas Small Finance Bank Limited in all their loan documents and correspondence.

Signature of Customer \_\_\_\_\_

Gender :  Male  Female  Third Gender  Nationality \_\_\_\_\_

Marital Status :  Single  Married No. of Dependents : \_\_\_\_\_

Qualification :  SSLC  Higher Secondary  UG  PG  Others (Pls. Specify) \_\_\_\_\_

Occupation Type :  Salaried  Self Employed  Farmer  House wife  Others Pls. Specify \_\_\_\_\_

Politically Exposed Person  Yes  No  Related to PEP

Customer Type :  Individual  Sole Proprietor  Equitas Employee  Relative of Employee  Relationship: \_\_\_\_\_  Annual Income: \_\_\_\_\_

Residential Type :  Owned  Rented  Leased  Company Provided Duration at Current Residence : \_\_\_\_ Years \_\_\_\_ Months

Religion :  Hindu  Christian  Muslim  Buddhist  Jains  Sikhs  Zoroastrian  Others (Pls. specify) \_\_\_\_\_

Caste :  BC  MBC  OBC  SC  ST  Others (pls. specify) \_\_\_\_\_

Physical Disabilities :  Blind  Handicapped  Undefined  NA

Other loan benefits availed from ESFB :  MF  VF  HF  SME  LAP  Others Account #(s): \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

**APPLICANT PRESENT ADDRESS: (MAILING ADDRESS)**

Flat / House No. \_\_\_\_\_ Building / Society Name \_\_\_\_\_

Street No. Name \_\_\_\_\_

Area / Locality \_\_\_\_\_ City/Town/Village \_\_\_\_\_

District \_\_\_\_\_ Pincode \_\_\_\_\_ State \_\_\_\_\_ Mobile \_\_\_\_\_

Tel \_\_\_\_\_ Email \_\_\_\_\_

**APPLICANT PERMANENT ADDRESS / OFFICE ADDRESS:**

Office Name \_\_\_\_\_ Door No \_\_\_\_\_

Building / Society Name \_\_\_\_\_

Street No. Name \_\_\_\_\_

Area / Locality \_\_\_\_\_ Landmark \_\_\_\_\_

City/Town/Village \_\_\_\_\_ Pincode \_\_\_\_\_ State \_\_\_\_\_

Mobile \_\_\_\_\_ Tel (Off) \_\_\_\_\_ No. of Years in current Business/Employment \_\_\_\_\_

**PURPOSE OF LOAN:**

**NON PSL CATEGORY**

**Purpose of Loan - Non PSL**

<input type="checkbox"/> Marriage	<input type="checkbox"/> House Renovation	<input type="checkbox"/> Business Development	<input type="checkbox"/> Education Purpose	<input type="checkbox"/> Travel Expenses
<input type="checkbox"/> Personal Needs	<input type="checkbox"/> New House Construction	<input type="checkbox"/> Vocational purpose	<input type="checkbox"/> Medical Expenses	<input type="checkbox"/> Other Expenses

**PSL Category**

**Agricultural**

- Other Farmer (More than 5 acres (2 hectares) of land holding)
- Small Farmer (2.5 acres to 5 acres (1-2 hectares))
- Marginal Farmer (Upto 2.5 acres (Upto 1 hectare))
- Tenant farmer with lease agreement
- Agri Labourer (No Land holding)
- Tenant Farmer based on Oral lease (No land holding)

**Loan Purpose / End use of funds**

- Farming of Animals, Poultry, Silk worms including sericulture
- Bee Keeping
- Growing of food and Cash Crops
- Growing of Plantation Crops
- Fishing and related activities
- Purchase of Farm Machinery & Implements
- Purchase of Farm Transport Vehicles / accessories
- Soil/Land/Farm Development activities
- Harvesting and activities related to harvesting
- Agricultural land purchase
- Other allied activities
- Prod. of bio-pesticides, bio-fertilizer, and vermi composting
- Plant tissue culture and Agri-biotechnology
- Farm Irrigation & related activities
- Purchase of agri inputs
- Seed Production
- Setting up of Agriclincs and Agri Business Centres
- Animal Husbandry

**DETAILS OF GOLD ARTICLES**

S.No.	Gold Ornaments Description	No.of Ornaments	Gross Weight	Remarks
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
	Total			

Source of Ornaments \_\_\_\_\_

**BANK DETAILS**

Bank Name \_\_\_\_\_ Branch \_\_\_\_\_

Account Type \_\_\_\_\_ Account No. \_\_\_\_\_ IFSC Code \_\_\_\_\_

**IDENTITY DETAILS**

**ID Proof :** Aadhar Card PAN Card Customer CKYC No. \_\_\_\_\_ ID Proof No. \_\_\_\_\_

**Address Proof :** Aadhar Card Voter ID Driving License NREGA Job Card Passport National Population Register Letter

Others Pls. Specify. \_\_\_\_\_

**Address Proof No.** \_\_\_\_\_

**CUSTOMER DECLARATION IN RESPECT OF RELATIONSHIP WITH DIRECTOR / SENIOR MANAGEMENT OF THE BANK / OFFICER OF THE BANK /ANY OTHER BANK**

I.	I am a director / promoter of Equitas Small Finance Bank Limited or We are a firm in which Director/s of Equitas Small Finance Bank Limited is a partner / manager / employee / guarantor. or we are a company in which Director/s of Equitas Small Finance Bank Limited is also a director, managing agent, manager, employee, or guarantor or holds substantial interest.	<input type="checkbox"/> Yes <input type="checkbox"/> No
II.	I am a director of any other bank* or we are a firm in which any director of other bank* is interested as partner/guarantor or we are a company in which any of the directors of other bank* holds substantial interest or is interested as a director or as a guarantor. "Or Part of senior management of any other bank i.e., GM and above"	<input type="checkbox"/> Yes <input type="checkbox"/> No If yes, Name of the Bank _____
III.	I/we am/are a relative of director / promoter of Equitas Small Finance Bank Limited or other bank* or Senior Management of Equitas Small Finance Bank Limited or employee # of Equitas Small Finance Bank Limited or We are a firm (Partnership / Hindu Undivided Family) in which any relative of director / promoter of Equitas Small Finance Bank Limited / other Bank* / Senior Management of Equitas Small Finance Bank / employee # of Equitas Small Finance Bank Limited is interested as a partner/ guarantor or We are a company in which any relative of the director / promoter of Equitas Small Finance Bank Limited / Other Bank* / Senior Management of Equitas Small Finance Bank Limited / employee # of Equitas Small Finance Bank Limited hold substantial interest or is interested as a director or guarantor.	<input type="checkbox"/> Yes <input type="checkbox"/> No
IV.	Holding more than 10 percent of paid-up equity shares of Equitas Small Finance Bank Limited	<input type="checkbox"/> Yes <input type="checkbox"/> No

If Yes, for any of the clauses above, please mention the details below:

I/We declare that I /we am / are related to the Director (s)/ Promoter and or Senior Management/employee of Equitas Small Finance Bank or any other Bank specified hereto

S.No.	Name of the person	Designation	Name of the Bank	Relationship

\*including Directors of Scheduled co-operative banks, directors of subsidiaries / trustees subsidiaries/trustees of mutual funds/venture capital funds.

# Loan Approval authority, or any committee comprising inter alia, an approval authority as member.

\$ Definition of Relative : Spouse, Father, Mother, son, son's wife, daughter, daughter's husband, Brother, Brother's wife, sister, sister's husband, Brother of the spouse.

Note: If the declaration made with reference to the above is found to be false, then the bank shall be entitled to reject, revoke and/or recall the credit facility.

I  consent /  do not consent to receive information / services etc. for marketing purposes through telephone / Mobile/SMS/Emails by the bank/its agent. I confirm that, I have read and understand the declaration, and that all the details provided on the form are true and correct. I agree and acknowledge that only direct telephone numbers (not board/general telephone numbers of offices/corporate/employers) will be accepted for registration of "Do Not call". I am aware that post registration, I may receive a call from the Bank to verify the correctness of the request for registration. I authorize Equitas Small Finance Bank Limited to disclose, from time to time any information relating to my loan against Gold Jewellery relationship to any parent, subsidiary, affiliate and associate of Equitas Small Finance Bank Limited, and to third parties engaged by Equitas Small Finance Bank Limited, for purpose such as marketing of services.

I confirm that I do not have any existing customer ID or customer ID apart from the one mentioned above, and in case found otherwise, Bank reserves the right to consolidate the customer IDs under a single customer ID as it may decide, without any prior notice to me.

Signature / Thumb Impression of Borrower

Date:

Do not Sign this form if it is BLANK, Please ensure all relevant sections and columns are completely filled to your satisfaction and then only sign the form.

Place:

### DECLARATION BY APPLICANT

1. I Here by apply for a Gold Loan facility as indicated above and declare that all the particulars furnished by me including information furnished by the Bank or given in the application form is true, correct and complete in all respects.
2. I declare that i am the true owner of the list of or naments pledged by me as mentioned above.
3. I hereby agree, accept and confirm that i have no objection to any of the tests conducted by ESFB which may include filling test, acid test, stone test or any other test as may be required by ESFB on the gold/gold jewellery / or naments.
4. The Bank is hereby authorized to re-open the sealed packets, break / cut open any items/ pieces of jewellery pledged by me for the purpose of inspection and audit and place the items in the same packet and i hereby consent to the same and accepts, agrees and undertake no to raise any dispute as regards to the same.
5. I have not with held / suppressed any information which might affect the decision making of Equitas Small Finance Bank Limited on approval of loan.
6. I have not withheld/suppressed any information on my financial position/any other information which might affect the decision making of the bank on this application.
7. I understand and agree that the sanction and / or disbursement of the loan / finance is at the absolute and sole discretion of the Bank and is upon executing necessary securities / documents by me. In case this application is rejected for what's over reasons.
8. I understand that the Bank reserves the right to seek any information from any source or to give any information and/or assign any work to any third party at its sole direction in connection with the facility availed by me.
9. I will not hold the bank to retain or its associates responsible for use of such information by any person / organization. The Bank reserves the right that the photographs and documents submitted with this application and will not return the same to me applicant at any point of time,
10. I further agree that this loan shall be governed by the credit approval norms of the bank as in force from time to time. I am aware that the processing fees and the applicable taxes collected from me is non refundable under any circumstances.
11. I understand that all charges pertaining to the loan like processing fees and/or prepayment penalty and/ or any other charges mentioned in the sanction letter are to be borne me by me.
12. I authorize the Bank to share information relating to facilities availed by me with any credit Bureaus, Credit Reference Agencies, Credit information Companies or any other entity formed and authorized by RBI for the purpose of collecting, collating and disseminating credit information pertaining to borrowers. Accordingly I give consent to disclose information to such entities.
13. I authorize the Bank to approach Income Tax Department as also any other Government Department / Authority / Agency to access the information (including without limitation, Balance Sheet, Profit & Loss Account, Income Statement and Returns) about me and about our business or activity submitted by me to such authority or entity, for the purpose of verification of the same with information submitted by me to the Bank in relation to the credit facility or facilities applied for / availed of from the Bank. This authorization shall continue to be valid, continuing and in force until all amounts due to the Bank under credit facility or facilities granted by the Bank are not fully repaid.
14. I hereby declare that I do not have any credit facilities nor any account with branches / banks / FIs other than details mentioned above.
15. I hereby declare that i am not defaulter(s) to any Bank / financial Institution.
16. I hereby permit to share my personal KYC details with Central KYC Registry.
17. I hereby consent to receiving information frm Central KYC Registry through SMS/Email on the above registered numbers email address.
18. I Have no objection in receiving information about my loans over phone /through SMS and/or by Email.
19. I understand that the processing of the loan application is subject to the terms & conditions as prescribed by Equitas Small Finance Bank Limited the copy of which has been provided to me.
20. I Undertake that the loan amount availed by me from you shall not be utilised by me for the following purposes;
  - a) Purchase of gold in any from including primary gold, gold bullion, gold jewellery, gold coins, Units of Gold Exchange Traded Funds (GETF), Units of Gold Mutual Funds.
  - b) In speculative, anti-social and illegal activities.
  - c) Acquisition of investing in Small Savings Instruments including Kisan Vikas Patra and for the purchase of your bank's shares and securities and/or also to increase my stake as promoter in any company that i may be associated with.
  - d) Setting up of manufacturing units for the manufacture of aerosol units using Chlorofluorocarbon (CFC).
  - e) Subscribing to Indian Depository Receipts.
  - f) Buy Back of Shares / Securities

In an event of the loan amount having been found by you or concerned authorities having been utilised for one or all of the aforesaid purposes, Such violation shall be constured as an event of default under the loan agreement and i am liable to settle the loan contract in full forthwith falling which you are at liberty to proceed against me and other parties to the loan contract and the hypothecated/immovable property under the loan contract without any reference to me.
21. This Undertaking shall be treated as part and parcel of my loan agreement with you. In order to open an account or avail credit with/from you, I/we have provided Aadhar details/thumb impression to you. I/We hereby authorised you to retrieve demographic details through you e-KYC online system from UIDAI. Further, I/We, hereby authorised UIDAI to share my/our demographic details with you.

22. I/We hereby confirm that the Bank engages business correspondents, selling agents and Business Facilitators for the purpose of selling/promoting its financial products viz. deposits, loans etc., and we have no objection for the Bank to share our contact details with them and receiving calls from them. I am/We are, also aware that I/We have the right to approach the nodal office or customer care department of the Bank in case of any grievance respect of the conduct of such persons/entities.

**Schedule of charges “ Subject to Change”**

	<b>Particulars</b>	<b>Charges (Rs.)</b>
1	Loan Processing fee	1% to 2% of loan amount
2	Penal Charges	36% p.a on <b>Total Overdue Amount</b>
3	EMI bounce charges	Rs. 500/- ( <b>for each bounced instrument</b> )
4	Notice Charges	Rs.50/- per notice
5	Custodian Charges	3% p.a ( <b>Sanctioned Loan Amount</b> )
6	Stamp duty charges	0.1% to 0.2% of loan amount (as per concerned State Stamp and Registration Act)
7	Foreclosure Charges	Based on Scheme & Tenure Selected
8	Other Charges (Appraiser charges)	Min Rs. 350/- to Max Rs. 1000/-
*Goods and Services tax (GST) will be charged extra as per the applicable rates, on all the charges and fees (wherever GST is applicable)		

23. The Borrower hereby specifically agree/agrees that the Bank shall be entitled to change/vary the interest rates at its discretion and on account of any change as may be directed by Reserve Bank of India and/or any other regulatory /statutory body from time to time. The Borrower agree/agrees to pay interest at such revised rates as aforesaid. It is agreed that it will not be necessary for the Bank to send intimation of change of rate of interest to the Borrower and a publication either in the newspaper or on the notice board will be sufficient and the Borrower will be deemed to have consented to such change. Interest shall be charged on the outstanding(s) in the accounts opened in respect of the Facilities at such rate(s) as may be determined by the Bank from time to time at the Bank's sole discretion provided that the rate(s) shall be subject to changes in the Bank's Benchmark Base Rate and/or changes in interest rates prescribed by the Reserve Bank of India from time to time.

24. I agree that the loan, if sanctioned, shall be governed in accordance with the extant guidelines of RBI, basis on my exposure with the Bank as compared to my exposure of the entire banking system and shall be subject to necessary modification, as and when there is a change in the existing exposure and/or upon my request.

Signature / Thumb Impression of Borrower

This Application is free of cost. You do not have to pay anybody to get this.

Please obtain receipts for all your payments. The Bank is not responsible for any payment made without receipt.



**INSURANCE**

1. I / we provide my/our consent to opt for -----Insurance Plan for myself / ourselves to the extent of the loan availed from the Bank and also agree to endorse the insurance policy, lien favouring the Bank. The contents and the details of the insurance and amount covered has been explained to me by the bank.
2. I / we also agree for the Bank arranging the----- Insurance Plan insurance from the insurance partner of the Bank.
3. In case of my death, bank shall adjust the outstanding loan amount from the claim amount provided the claim has been allowed by the insurance company and the balance, if any, shall be paid to my nominee, named in the application.

**Customer Declaration:**

I would like to avail -----Insurance Plan through Equitas Small Finance Bank and have provided my consent through Digitized application form. I also authorize the bank to deduct the Premium from the Loan amount and balance shall be disbursed to the Bank account number mentioned in the application form.

**Date:**

**Place:**

Do not Sign this form if it is BLANK, Please ensure all relevant sections and columns are completely filled to your satisfaction and then only sign the form.

Signature / Thumb Impression of Borrower

[Signature/Thumb Impression box]

**NOMINATION**

Nomination in respect of Gold Jewellery / Ornaments / coins pledged and in the custody of Bank. I \_\_\_\_\_ (Customer Name) nominate the following person to whom in the event of my death the Gold Jewellery/ Ornaments/Coins pledged and in the custody of Bank, particulars whereof as mentioned in pledge card, may be returned by the Bank upon payment of outstanding amount in full which includes Principal, Interest & other Charges as applicable.

Name & address of Nominee \_\_\_\_\_ (please ensure that the nominees is not a minor).

Relationship with Borrower \_\_\_\_\_ Age \_\_\_\_\_. I confirm that this nomination shall override any other disposition made by me, whether testamentary or otherwise and the nominee shall become entitled to the return of the Gold Jewellery /Ornaments/Coins pledged and in the custody of the Bank against payment of all outstanding to the Bank to the exclusion of all other persons. I further confirm that on such return the Bank shall stand released & discharged.

**Date:**

**Place:**

Signature/Thumb Impression of Borrower

[Signature/Thumb Impression box]

**VERNACULAR WITNESS, IF APPLICABLE**

I \_\_\_\_\_ S/o. D/o W/o \_\_\_\_\_ hereby declared that the contents of this application form were read and explained to me in \_\_\_\_\_ by \_\_\_\_\_ and I have understood the same.

Witness Name \_\_\_\_\_ Signature \_\_\_\_\_ Applicant Signature \_\_\_\_\_

Witness 1 \_\_\_\_\_ Witness Address \_\_\_\_\_

Witness 2 \_\_\_\_\_

(Only for illiterate customer)

**FOR OFFICE USE ONLY**

Risk Categorization: L M H Branch Code \_\_\_\_\_

Branch : \_\_\_\_\_ Authorised Signatory \_\_\_\_\_

Scheme : \_\_\_\_\_ Name \_\_\_\_\_

Customer ID (Applicant for new Customer's only) \_\_\_\_\_ Designation \_\_\_\_\_

Loan No : \_\_\_\_\_ Employee Code : \_\_\_\_\_

**REFERENCES**

Please provide 2 references:-

1. Name:----- Mobile No.----- Email ID. ----- Relationship.-----

2. Name:----- Mobile No.----- Email ID. ----- Relationship.-----

Loan Account No.....

I .....son/daughter/wife of .....Aged

about.....Years, residing at..... (hereinafter referred to as "Borrower") has availed Loan against gold from Equitas Small Finance bank limited (hereinafter referred to as "the bank") and agree to abide by all Terms & Conditions (herein after referred to as "Terms & Conditions") mentioned herein below. Terms & Conditions

**A. Representations and warranties:**

1. The borrower shall be the sole and absolute owner of the gold ornaments (hereinafter referred to as "Gold Articles") offered as security for the loan and Borrower has absolute right to pledge them. If the Borrower acts otherwise, he/She shall be solely responsible and indemnify the bank against any loss / damage caused by such acts.
2. The Borrower agrees that the loan amount will not be used for any illegal or speculative purposes
3. The Borrower shall pay / reimburse all charges relating to administration, taxes, postage, courier charges, stamp duties, cheque bouncing and other costs / expenses whatsoever in connection with such granting / recovery / realization or enforcement of security
4. As per RBI guidelines, classification of accounts as NPA is done borrower wise and not Facility wise and hence, it may be noted that in case of non-payment of dues by the customer in case of any facility availed from the Bank and consequently the account is to be classified as NPA. All other loan accounts of the Borrower, with the Bank also shall be classified as NPA as per the guidelines issued by RBI and it shall entitle the Bank to recall all such loans/facilities availed by the same customer from the Bank. Irrespective of the Regular repayment in such accounts.

**B. Interest Charges:**

1. The Borrower shall be liable to pay interest on the loan amount from the date of disbursement of loan at the rate specified in the Pledge Card and the interest / charges shall accrue from day to day and be computed on the basis of 365 days a year and the actual number of days lapsed.
2. Charges would be levied for premature foreclosure of account as applicable from time to time depending on the scheme and tenure selected. Please refer to pledge card for lock-in period.
3. The borrowing under these Terms & Conditions is a commercial transaction, subject to revision of interest rates. The Borrower waives any defence under the usurious or other laws relating to charging of interest.

**C. Repayment of Loan:**

1. The principal and interest is repayable as per the loan terms specified in the Pledge Card or earlier upon demand, if any from the bank.
2. The Borrower acknowledges that strict compliance to the repayment schedule, without any default, is an essential condition for grant and continuance of the loan and that time is the essence of this transaction.
3. If payments are made prior to the due dates, credit will be given for the payments only on realisation of the instrument and as of the due dates, even if realised prior to the due date.
4. In case, the Borrower pays or forecloses the loan in parts / full, the amount will be adjusted in the order of fees, expenses followed by interest and principal basis.
5. The Borrower shall bring the original Pledge Card for making payment of principal / interest and it has to be surrendered to the bank at the time of final payment/redemption.
6. Redemption of Gold Articles pledged without surrendering the original Pledge Card will not be entertained under any circumstances. Further, the bank will not be responsible for the loss of original Pledge Card by the Borrower or if the same is misused by any person.
7. The Borrower shall collect the Gold Articles from the bank, within 12 working days, on discharging the entire amount due under the loan account as per the tenure or foreclosure. If not, the bank, may, at its discretion and without any obligation to do so, send notice to the Borrower at the last known address to insist upon the borrower to redeem the Gold Articles. Borrower shall be liable to pay the bank, custodian charges at the rate of 3% p.a. on the loan amount, post the above free period, till the date of actual redemption of the Gold Articles.

**D. Security:**

1. The Borrower pledges the Gold Articles in favour of the bank as an exclusive charge for the financial facility availed under these Terms & Conditions.
2. The bank has the right to retain the security offered under this loan against any other liability due to the bank by the Borrower either to it or to its Subsidiaries or Group Companies.
3. The Borrower undertakes that if at any time the Borrower fails to pay interest in full payable by him/her every month, if the loan is under the interest payment scheme or even a portion of an instalment, if the loan is under the instalment scheme and/or the market price / maximum realizable amount by sale of items is below or equal to the total receivable amount from the Borrower by way of principal, interest and other charges due thereon, the Borrower shall within 7 days of receipt of notice in that regard from the bank, pay up the loan outstanding including interest, charges and costs, if any. In case of failure by the Borrower to pay within the said 7 days, the bank may at its discretion without any further notice, sell / dispose off, without being liable for any loss or damage or diminution in value sustained, and appropriate the net sale proceeds to be recoverable there from against the sums payable by the Borrower in this regard. The bank shall be entitled to proceed against the Borrower for the recovery of the balance, if any, that may remain due and payable by the Borrower even after the appropriation of the sale proceeds to the dues as on the date of sale.
4. If the Loan against gold is under the interest payment scheme and the borrower fails to pay interest amount for a period of 3 months or delays in its payment, the bank shall be entitled to call for, the entire principal amount together with interest and costs that may become due from the borrower without waiting for the expiry of the tenure.
5. The pledge of securities shall remain effective and will be in force until the Borrower pays all amounts due under this / any other agreement to the bank, including interest, additional interest, cost charges, all amounts as may become due and payable pursuant to the terms hereof and until the bank discharges the security created herein.
6. The pledge shall not be affected, impaired or discharged by death, insolvency, agreement with creditors, physical or mental disability of the Borrower.
7. In the event the value of the pledged gold articles falls below the Margin value, as stipulated in the Pledge card / Sanction letter, of the bank from time to time, then without prejudice to any of the rights available herein or otherwise, the Pledger(s) shall upon receipt of notice from the bank in this regard, within 48 Hours or within such period as specified by the bank, pledge such additional gold jewellery / make payment in cash as may be required to maintain the loan margin of gold pledged. For the avoidance of doubt, the additional pledged gold jewellery/articles in favour of the bank, shall form part of the Pledged Gold ornaments and shall be automatically governed by the terms and conditions of the agreement executed for loan purpose, without any further act, deed or writing. In order to maintain the margin value of gold pledged by the Pledger(s) with the Bank, additional gold pledge may be required from time to time, as requested by the bank.

Without prejudice to the aforesaid clause, the Pledger agrees and undertakes that henceforth upon the requirement arising of pledging additional gold ornaments, the Pledger shall execute, all the documents as may be required by the bank, to record a pledge on the Additional Gold jewellery/articles in favour of the bank. If, in the event the Pledger /Borrowers(s) fails to pledge additional Gold jewellery/articles when required to do so, The bank shall have the option to sell the Pledged gold jewellery/articles forthwith, without any further notice, either through a private arrangement or a public auction and at such price, including discount to the market prices, as determined by bank and apply the net proceeds of such sale towards the liquidation of the loan overdue by the Pledger to the Bank, till the date of such sale as mentioned above. Any shortfall after the adjustment of the said sale proceeds, shall be repaid forthwith by the pledger / Borrowers(s) on demand by the Bank.

The pledger(s) agrees that the notice as per above clause (a) for pledging additional pledged Gold jewellery/articles, shall also be deemed to be the notice for enforcing pledge/ selling the pledged Gold jewellery/articles and shall be considered as reasonable notice as per the relevant provisions of the Indian Contract Act.

The pledger(s) further agrees and acknowledges that, where the fall in the value of the Pledged Gold Ornaments as mentioned in the clause above is on account of volatility in the market or any exceptional or unusual event or circumstance which affects or is likely to affect the interest of the banker or is likely to expose the Bank to any potential financial loss or damage towards settlement of or recovery of the Outstanding Balance and others costs in relation to the facility provided to Pledger, then notwithstanding what is agreed hereinabove, the Bank may need not serve notice of 48 hours and any notice issued with the less number of days / time would be reasonable and shall be considered as sufficient notice for invocation of the pledge under the relevant provisions of the Indian contract Act.

#### **E. Company's Other Rights:**

1. By sanctioning the loan, the bank does not confirm or accept the purity or quality of Gold Articles pledged by the Borrower. In case the bank finds that the pledged Gold Articles are not meeting the required quality or purity norms of lending or is of spurious nature, the Borrower is bound by such findings of the bank and shall make good the loss of the bank, failing which the bank has the right to initiate appropriate legal proceedings to recover such losses
2. The bank reserves its absolute right to sell, transfer, assign and securitize all the rights, titles and interest that accrue to the bank in this loan transaction to another individual or Company or to borrow / take loan by creating charge on it without any notice or advice to the Borrower. The bank shall also have the absolute right to give as security all documents, deeds or gold ornaments given as security for this loan transaction to borrow money / avail loan.
3. In the event of loss of Gold Articles due to theft or negligence on the bank part, the liability of the bank shall be limited only to the net weight of the Gold Articles as disclosed in the Pledge Card, the bank will pay or reserves the right to claim the difference amount as the case may be after adjusting the principal, interest and other charges in such event. If such Gold Articles pledged are embedded with any precious stones, the bank liability shall be limited only to the extent of gold weight.
4. The Gold Articles pledged with the bank shall be kept at the risk of the Borrower in adequate safes and the bank will exercise adequate care of the safety locker / security. Nevertheless, the bank shall not be liable for any damages to the Gold Articles by any reason of accident, force majeure, act of God, riot, burglary etc.

#### **F. Events of default:**

1. If the Borrower defaults in remitting any amounts due to the bank pursuant to these Terms & Conditions, the Borrower shall be liable to pay to the bank, additional interest at the rate mentioned in the Pledge Card or at such higher rate as the bank may specify / intimate from time to time, on the entire loan outstanding from the date of default till the date of payment.
2. The Borrower hereby irrevocably authorises the bank to sell / transfer/ assign the Gold Articles without the intervention of Court, either by private sale or public auction or in such other manner as the bank may deem fit.
3. Without prejudice to the rights of the bank to initiate any legal proceedings for recovery of the outstanding, the Borrower expressly accepts that the bank shall be entitled to appoint third parties as it may deem fit and such third parties can carry all or any of its functions, rights and powers under these Terms & Conditions including the authority to collect dues from the Borrower, without any prior consent of the Borrower.
4. Auction Procedure: If the loan is not repaid either in full or in part as per the agreed terms or in the event of continuous default by not servicing Principal and / or interest for a period of 90 days or more, the Gold Articles pledged will be sold in public auction/private sale, after notice to the Borrower. The Gold Articles will be sold at the highest bid value in the auction/private sale and the sale proceeds will be adjusted against the loan outstanding together with interest due until that date, penal charges and all other incidental expenses incurred in connection with the auction/private sale. If there is any surplus the bank, shall appropriate such amount against any other liability of the Borrower by himself or jointly with other on any account whatsoever to the bank, its Subsidiaries or Group Companies and will refund the balance, if any to the Borrower.
5. In the event of enforcement of the security, the bank shall not be liable for any loss or deficiency in the amount realized or answerable for any decrease in the value of the security. Such sale shall be done by the bank on behalf of the Borrower and the bank shall not be liable for loss / damage / diminution in value of securities on account of exercise / non-exercise of rights by the bank. The Borrower shall neither be entitled to raise any objection regarding the regularity of the sale and / or may arise from an act or default on the part of any broker or auctioneer or other person or body engaged by the bank for the said purpose.

#### **G. Spurious Gold Articles:**

In the event the bank finds that the Gold Articles /jewellery pledged by the Borrower with the bank are spurious and not with minimum carat/purity as applicable, the bank at its sole discretion may recall the loan forthwith and the Borrower shall repay the entire dues, damage, losses / other charges as stipulated by the bank. The bank also reserves its rights to initiate appropriate legal action against the borrower, if no response is received from the Borrower within the time stipulated by bank in its communication to borrower.

#### **H. Stolen Gold Articles:**

Borrower shall be solely responsible if the Gold Articles pledged to the bank is / are taken into custody by any Statutory Authorities, including the Police Department for whatsoever purposes and in such event, the Borrower shall forthwith repay the entire dues and other charges as stipulated by the bank besides indemnifying the bank for such costs / loss as may be incurred by the bank in this regard. The conditions under G and H above shall also constitute event[s] of default and the borrower shall be liable to settle all the amounts under his loan account immediately on being informed by the bank. On failure, the borrower is liable to be proceeded against both according to the terms & conditions mentioned herein and also under criminal provisions of law.

**I. Others:**

1. The bank shall be entitled to send any notice pursuant hereto, to the Borrower by Registered Post with Acknowledgement Due or Speed Post at the address / details last known to it and such notice shall be deemed to take effect on the third working day following the date of posting or actual date of receipt, whichever is earlier. The Borrower shall immediately intimate the bank of any change in address / phone number given in the KYC form.
2. Borrower shall pay interest or redeem the loan account during working hours of the branch. If in case, the due date falls on a public holiday, the Borrower shall make the payment one day in advance, failing which additional charges applicable will be charged for the default period.
3. In case of EMI repayment option, on receipt of the final EMI payment, the bank will release the Gold Articles after 5 working days (subject to realisation of the payments & clearing all the dues, if any) to the Borrower.
4. The Borrower shall be deemed to have unconditionally agreed to and accepted the loan Terms & Conditions and made representations by signing the KYC form. The above Terms & Conditions will be in addition to and not in derogation of the Terms & Conditions, if any, specified in any other documents with regards to this loan.

**J. Arbitration:**

- a) All disputes, differences and/or claims arising under this agreement whether during its subsistence or thereafter shall be settled by arbitration in accordance with the provisions of the arbitration and condition act, 1996 or any statutory amendments thereof and shall be referred to the arbitration of a sole arbitrator appointed by the bank. The award given by such arbitrator shall be final and binding on all parties to this agreement. In the event of an appointed arbitrator dying or being unable or unwilling to act as arbitrator for any reason, the bank, on such death of the arbitrator or his inability or unwillingness to act as arbitrator, shall appoint another person to act as arbitrator. Such person shall be entitled to proceed with the reference from the stage left by his predecessor. The venue of arbitration proceedings shall be at Chennai or such other place/ location / city which the bank at its discretion may decide from time to time.

**K Jurisdiction:**

This Agreement and any amendments hereto shall be governed by the laws of India and subject to the arbitration clause, the courts in Chennai shall have exclusive jurisdiction over any dispute arising out of or in connection with this Agreement.

Acknowledge that the loan, if sanctioned, will be the basis of the representations provided by me and for the purposes specified by me and I have been read out and explained, in the language known to me, the contents of this document/declaration and I have signed this document/terms after having completely understood the same. I acknowledge that I shall abide with all the rules/regulations/ terms & conditions, as may be applicable, in relation to the loan.

Place:

Signature / Thumb impression of Borrower

Date:

Name:



**DEFINITIONS**

1. "Gold articles" shall mean the gold jewellery or ornaments or coins, of not less than 18 carats, as described in the Inventory cum Appraiser Certificate, offered or caused to be offered as security in favour of ESFB, and includes references to Additional Security.
2. "Borrower" shall mean the applicant to whom the loan Facility has been granted by ESFB and shall include his/her legal heirs / Nominees.
3. "Borrower's Dues" means and includes the outstanding principal amount of the Facility, interest, all fees, costs, charges, expenses, stamp duty and all other monies whatsoever, payable by the Borrower.
4. "Due Date" means the date on which any amounts in respect of the Borrower's Dues fall due, as may be specified in the Transaction Documents or as specified in any demand notice issued by ESFB at any time, whichever is later.
5. "Facility" means the amount of loan provided or agreed to be provided by ESFB to the Borrower, not exceeding in the aggregate, the amount specified in the Sanction Letter/Pledge Card.
6. "Transaction Documents" include the Application Form, Sanction Letter /Pledge Card, MITC, Standard Terms and all writings and other documents executed or entered into or to be executed or entered into, by the Borrower or any other person (as the case may be), in relation, or pertaining, to the Facility and each such Transaction Document as amended from time to time.

**FACILITY, DISBURSEMENT AND MARGIN**

1. The Facility amount sanctioned to the Borrower shall be subject to the value of the Gold articles pledged as Security and the security margin specified by ESFB, from time to time. Subject to the terms and conditions of the Transaction Documents, the Facility may be disbursed/ permitted to be drawn down by any of the following modes viz demand draft/pay orders/cash/account transfer/overdraft.
2. ESFB shall be entitled to vary the drawing power of the Borrower if the value of the Gold articles does not meet the stipulated margin requirements and may, in the event any monies remain due and payable by the Borrower, reduce the availability of the drawing power and/or adjust such outstanding monies against the available drawing power and all such adjustments shall be treated as drawals by the Borrower.
3. The Facility shall, as per the request of the Borrower, be disbursed by ESFB to the Borrower. The Facility amount shall be disbursed to the Borrower net of any administration fees, premium, documentation charges, transaction/processing fees etc., payable by the Borrower.

**REPAYMENT, PREPAYMENT AND PAYMENT OF INTEREST AND OTHER CHARGES**

1. The Borrower shall pay/repay the Borrower's Dues, without any deductions, for or on account of any taxes whatsoever, in the manner, at the rates and on the Due Dates specified in the Transaction Documents.
2. The Borrower shall pay to ESFB, interest and all other charges on the amounts outstanding, at the rates, on the dates and in the manner specified in the Sanction Letter / Pledge card. The interest payable by the Borrower shall be subject to changes in interest rates made by ESFB from time to time in accordance with the guidelines issued by the Reserve Bank of India ("RBI"). Interest on the outstanding amounts under the Facility or other charges, when debited to the relevant Account by ESFB, shall be calculated on the daily debit balance in such Account. Interest and all other charges shall accrue from day to day and shall be computed on the basis of 365 days year and the actual number of days elapsed.
3. All Borrower's Dues shall, if not paid on the respective Due Dates, carry further interest ("Default Interest"), as specified in the Transaction Documents, over and above the applicable rate of interest. Such interest shall be computed from the respective Due Dates till payment thereof and shall become payable upon the footing of compound interest with monthly rests or such other rests as may be prescribed by ESFB. The Borrower agrees that the rate of interest as applicable on any default by the Borrower is reasonable.
4. The Borrower may, with the prior approval of ESFB, prepay the Borrower's Dues, in full or in part, subject to such terms as may be stipulated by ESFB (including payment of pre-payment charges).
5. The Borrower shall bear and pay all expenses, costs, charges, duties and taxes (of any description whatsoever including service tax, interest tax, sales tax, Value added tax (VAT) as may be levied from time to time by the Government or other authority or incurred by ESFB in connection with the Facility, the Gold articles, the Transaction Documents, recovery and realization of the Borrower's Dues or any action taken for enforcement of the Security. If any such payment is made by ESFB, the Borrower shall reimburse ESFB such sums with applicable interest without any deductions (unless required by law), within 7 days of ESFB making such demand; failure to do so will attract Default Interest.
6. ESFB may, in its absolute discretion, appropriate any payments made by the Borrower under the Facility or any amounts realised by ESFB by enforcement of security, towards the dues payable by the Borrower to ESFB under the Transaction Documents and/or any other agreements whatsoever between the Borrower and ESFB. Notwithstanding any such appropriation, the Borrower shall continue to remain liable to ESFB for all outstanding/remaining amounts comprising the Borrower's Dues.
7. The Borrower's Dues shall be paid into the Account or to such other accounts as ESFB may notify to the Borrower or by cash or mail transfer or by cheque/bank draft drawn in favour of ESFB or on a scheduled bank and shall be so paid so as to enable ESFB to realise, at par, the amount on or before the relative Due Date

**SECURITY**

1. The Borrower shall secure, to the satisfaction of ESFB, the Facility together with all interest, liquidated damages, costs, charges, expenses and any monies whatsoever due and payable by the Borrower to ESFB by creating such security on the Gold articles as acceptable to ESFB, in favour of ESFB or its trustees (hereinafter referred to as "the Security") and shall duly comply with all formalities in relation to creation of Security.
2. If any part of the ornaments thereof is found to be spurious or of inferior quality; this act will be considered as cheating, and the ESFB reserves right to cancel the facility.
3. The Security, if any, so created shall continue and be in full force and effect until payment of the Borrower's Dues in full and shall not be affected or discharged by the death, insolvency, legal disability, incapacity of the Borrower or invalidity, frustration or other unenforceability of any obligations of the Borrower under the Transaction Documents or by any Borrower under the Transaction Documents or by any amendment or variation in the terms of the Facility or any Transaction Documents. If at any time the value of the Security falls so as to create deficiency in the margin requirement specified by ESFB or the Gold articles are taken into custody by any government authority including the police department, the Borrower shall immediately, on intimation from ESFB, deposit with ESFB additional security in the form of cash or such other security as may be acceptable to ESFB ("Additional Security"), failing which ESFB may in its discretion sell, dispose off or realize any or all the Security without being liable for any loss or damage in the value realized thereby and also without prejudice to ESFB's right to proceed against the Borrower for any balance / additional amounts that may be outstanding in respect of the Facility.
4. The Security, if any, so created shall continue and be in full force and effect until payment of the Borrower's Dues in full and shall not be

and any monies whatsoever due and payable by the Borrower to ESFB by creating such security on the Gold articles as acceptable to ESFB, in favour of ESFB or its trustees (hereinafter referred to as "the Security") and shall duly comply with all formalities in relation to creation of Security.

5. In any event, the maximum liability, if any, of ESFB in relation to the Gold articles pledged shall: (a) In the case of total loss of the Gold articles, not exceed the value of the Gold articles as determined by ESFB excluding the value of non-gold fastenings, precious and semi-precious stones; (b) In other cases shall be only the extent of cost of repair of the Gold articles.

#### **V. REPRESENTATIONS, WARRANTIES AND COVENANTS**

1. The Borrower has competence and authority to enter into the Transaction Documents and has made all material disclosures in relation to itself and the Gold articles to ESFB.
2. The Borrower shall comply with all applicable laws and the terms and conditions of the Transaction Documents and agrees that all transactions affected through internet, call centers or by such other electronic means shall constitute legally binding and valid transactions.
3. The Borrower shall be the sole and absolute owner of the Gold articles and have full legal right and authority to create a security over the Gold articles. The Borrower shall not create any encumbrance over the Gold articles during the term of the Facility and no other person or entity shall be entitled, to the possession, use or control of the Gold articles. The Gold articles shall not have been stolen or obtained by any unlawful or illegal means.
4. ESFB has the right to open the seal in which the Gold articles will be kept, in the absence of the Borrower, for the purpose of second appraisal /audit, in the presence of its authorised officials and appraisers and the Borrower shall have no objection to the same and shall not raise any claim against ESFB. The Borrower shall indemnify ESFB and its respective officers, agents, employees and representatives from and against all actions, proceedings, suits, costs, charges, expenses, losses, damages, claims and demands which may be brought or made against or incurred by ESFB or any of its respective officers, agents, employees and representatives: (a) as a result of any third party claim against ESFB for any action taken by ESFB in relation to the Gold articles; (b) in the event the Gold articles are found to be spurious or of inferior quality.
5. Each of the representations, warranties, covenants, declarations set out herein are true, correct, valid and subsisting in every respect and shall survive till the full payment of the Borrower's Dues, to the satisfaction of ESFB.
6. ESFB reserves the unconditional right to cancel the sanctioned loan amount/ limits advanced/ to be advanced under the Transaction Documents (either fully or partially) without any prior notice to the Borrower, on the occurrence of any one or more of the following: (a) in case the limits/part of the limits are not utilised by the Borrower; or (b) in case of Deterioration in the Creditworthiness of the Borrower in any manner whatsoever; or (c) in case of non-compliance of the terms and conditions of the Transaction Documents (d) In case of the purity percentage of ornament is found / reported as very low during the audit . For the purpose of this clause, Deterioration in the Credit worthiness shall mean and include without limitation, the following events: (i) downgrade of the rating of the Borrower by a Credit Rating Agency;(ii) inclusion of the Borrower and/or any of its Directors in the Reserve Bank of India's wilful defaulters list;(iii) closure of a significant portion of the Borrower's operating capacity; (iv) decline in the profit after tax of the Borrower by more than fifteen percent; (v) any adverse comment from the auditor; and (vi) any other reason/ event in the opinion of the Bank constituting or which may constitute

#### **VI. EVENTS OF DEFAULT**

1. The following shall constitute an "Event of Default" : (a) Default in payment of Borrower's Dues or breach of any provisions under the Transaction Documents or any fraud, misrepresentation, concealment of material facts; (b) Death of the Borrower; (c) The Borrower's title to the pledged Gold articles or any part thereof is defective, or is challenged by any person, in any manner and/or the Gold articles (d) Borrower has been declared to be a wilful defaulter or has become or there is reasonable apprehension that the Borrower would become subjected to insolvency/bankruptcy proceedings/ any other proceedings affecting the pledged Gold articles; (e) It is or becomes unlawful for the Borrower signing Transaction Documents to perform any of their obligations therein or the Borrower is unable to pay or has admitted, in writing, the inability to pay the debts as and when they become due; (f) Occurrence of an event of default howsoever described (or any event which with the giving of notice, lapse of time, determination of materiality or fulfilment of any other applicable condition or any combination of the foregoing would constitute an event of default) under any agreement or document with ESFB or its group companies or occurrence of one or more events, conditions or circumstances (including any change in law) which in the sole opinion of ESFB, could have a material adverse effect.
2. The Borrower shall promptly notify ESFB in writing upon becoming aware of any Event of default and the steps, if any, being taken to remedy it. The decision of ESFB as to whether or not an Event of Default has occurred shall be final and binding upon the Borrower.

#### **VII. RIGHTS AND REMEDIES OF ESFB**

1. Upon the occurrence of any Event Of Default, ESFB may, by a notice in writing, and without prejudice to the other rights and remedies available to it under the Transaction Documents or under law: (a) call upon the Borrower to pay forthwith the Borrower Dues; and/or (b) declare the Security, if any, created pursuant to the terms of the Transaction Documents to be enforceable and take all such steps as are deemed necessary to enforce the Security and recover the Borrower's Dues. (c) terminate/ suspend/ cancel the Facility and effect closure of the Account. ESFB may appoint and delegate necessary powers to one or more persons to collect the Borrower's Dues and/or to enforce any security (if any) provided by the Borrower at the cost and expense of the Borrower and the Borrower shall provide all information as may be required by such persons
2. With respect to the power mentioned in clause 1(b) above, ESFB may, subject to Fifteen (15) days notice to the Borrower (which period of notice the Borrower agrees is reasonable), at the Borrower cost, sell or otherwise dispose of all or any part of the pledged Gold articles and



apply the proceeds of any such sale or disposition towards repayment /payment of the Borrower dues. ESFB shall be entitled to exercise the aforesaid power of sale in such manner (whether by private sale or otherwise), at such time(s), to such person (including ESFB or its employees) and for such consideration (whether payable immediately or by instalments) as it shall in its absolute discretion think fit. ESFB is authorized to give a good discharge for any money received by it pursuant to the exercise of its power of sale.

3. The Borrower agrees that the price at which the said pledged Gold articles are sold shall be a fair price and that the Borrower shall not have any claim against ESFB or its trustees, agents, nominees in respect of any loss arising out of any sale conducted pursuant to provisions stated above or any postponement thereof, howsoever caused and whether or not a better price could or might have been obtained upon the sale or disposition of the whole or any part of the Gold articles by deferring or advancing the date of such sale or otherwise.
4. Payment received from Gold articles or received on account of part payment of the Facility, does not affect right of ESFB to receive full repayment of the amounts due and payable under the Facility.
5. ESFB and its group companies shall have the paramount right of set-off and lien, irrespective of any other lien or charge, present as well as future on all the deposits, balances, securities etc. held by/ under the control of ESFB and/or its group companies to the extent of all outstanding dues, whatsoever, arising out of facilities/ services by ESFB and/or its group companies to the Borrower. In addition to the legal and contractual rights that ESFB and its group companies are or may be entitled to, the Borrower authorizes the Bank to combine or consolidate at any time all or any of the accounts and liabilities of the Borrower with or to any branch of ESFB and/or its group companies.

**VIII. MISCELLANEOUS**

1. The Borrower's liability to pay the Borrower's Dues to ESFB, shall not, in any manner, be affected or discharged by the death, insolvency, legal incapacity or otherwise of the Borrower.
2. No delay in exercising or omission to exercise any right, power or remedy accruing to ESFB upon any default or otherwise under the Transaction Documents shall impair any such right, power or remedy or shall be construed to be a waiver thereof or any acquiescence in such default.
3. The entries made in the account books or records of ESFB, maintained in accordance with its usual practice and in compliance with the statutory requirements or any statement signed by a designated officer of ESFB with respect to the Facility shall be final and binding on the Borrower and shall be conclusive evidence of the outstanding obligations of the Borrower towards ESFB.
4. ESFB may give notice of any matter under any Transaction Document and/or in connection with the Facility, in writing, by delivering them by hand or by sending them by post to the last address given by the Borrower or by way of email on the address recorded with ESFB (deemed to be written communication) or on its website or any other mode as may be deemed fit by ESFB. In addition, ESFB may also publish notice of general nature, which is applicable to all borrowers of similar credit facility on its website. Such notice will be deemed to have been served individually to the Borrower and all relevant persons. All notices / communication to ESFB should be given in writing and sent by post or delivered to Equitas Small Finance Bank Limited, 4<sup>th</sup> Floor, Phase II, Spencer Plaza, No. 769, Mount Road, Anna Salai, Chennai, Tamil Nadu, India – 600 002.

Place:

Signature / Thumb impression of Borrower

Date:

Name:



**LOAN AGAINST GOLD APPLICATION**

Loan Against Gold Application No

No. 769, Spencer Plaza, 4th Floor, Phase II, Anna Salai, Chennai - 600 002. Tel : 044-42995000,  
Fax : 044 - 42995050 Toll Free : 1800 103 1222

**ACKNOWLEDGMENT SLIP**

We acknowledge the receipt of application for Loan Against Gold from Mr./Mrs..... The Loan will be disbursed to you within 48 hours from satisfactory execution / submission of documents from your end and subject to terms & conditions of the bank.

Authorised Signatory

