

GOLD LOAN

Utkarsh Small Finance Bank APPLICATION FORM (To be filled by applicant in BLOCK LETTERS only)										
Branch N	ame				Branch Co				Product Cod	е
Application Date	D M	M Y Y Y	Y LOS No						CKYC No.	
APPLICANT DETAILS	А	PPLICANT	CO-APPLICANT							
		New Customer	Existing Customer	If ex	xisting CIF No					
Occupation		Salaried	Business	Self	f Employed		Retired		Others, please specify	
If Self Employed		Doctor	CA/CS	Cor	nsultant		Architect	(Others, please specify	
If Business - Type of	Business	Proprietorship	Partnership	Pvt	. Ltd.		Public Ltd.	(Others, please specify	
Nature o	f Business	Manufacture	Agriculture	Ser	vice Provider		Trade/Retail	(Others, please specify	
If Salaried - Type of C	ompany	Private	Public	Gov	rt .		Contract	(Others, please specify	
Net annual Income GSTIN Available		Below 1 Lac Yes No	1-2Lac GSTIN No	2-3	Lac		3-4 Lac	4	4 Lac & above	
PERSONAL DETAILS										
orrower Name: ather/Spouse Name flothers Maiden Name ate of Birth: flarital Status: AN: ducation elligion: briver Licence No assport No el No. flobile No.:	PREFIX PREFIX Single Yes Matriculation STD + 9 1	Married No Under Grace		:: General	Post Graduate SC Exp. Date Exp. Date R1 R1	Gend itionali	Form 60: Yes	Mal OBC [e 3" gender No Others	LAST NAME
ADDRESS DETAILS										
lailing Address current andmark ity ermanent andmark ity ffice andmark ity REFERENCE	Current	Permanent	Office Of		PIN Co	de*	ential Status: Self	f Owned	State State State State	Parental Govt. Qtr. Please mention a prominent landmark to ensure that the deliverables reach you Please mention a prominent and prominent landmark to ensure that the deliverables reach you Please mention a prominent landmark to ensure that the deliverables reach you Please mention a prominent landmark to ensure that the deliverables reach you Please mention a prominent landmark to ensure that the deliverables reach you
lease provide two refer	ences:									
lame FOR OFFICE USE ONL	.Y			obile No.	+ 9 1 + 9 1				Email:	
Branch Code DSA Code Direct Walk in Referral Facility Application			Referral C	es g Campaign					SM Code SO Code Alternate channel Tele calling Appraiser Code	

PROPOSED LOAN DETAILS						
THO OULD LOAN DETAILS						
Loan Amount Requested (Rs)	for Tenure Months Security Margin					
Scheme offer Interest EMI Bullet	Overdraft Others (Please specify)					
Interest rate charged (%) p.a. (Fixed/Floating) (plus applic	able taxes or others statutory levies ,if any)					
Interest payment Mode Monthly Quarterly	Half yearly Bullet/Rear Ended	Advance /front ended EMI				
Mode of disbursal USFB A/c IMPS / NEFT /	RTGS Cash Demand Draft					
Repayment instruction SI ECS	Advance					
Charges (%) Processing Fee(%)	Pre-Payment fee (%) Part-Payment Fee(%) La	ate Payment charges (%) Stamp Duty - at Actual				
• • • • • • • • • • • • • • • • • • • •	nths from the date of the first disbursement of the Loan or the date of first sanction of the					
Bank's sole and absolute discretion for such further periods up to the maxim	num of 36 months from the date of the first disbursement of loan or the date of first sai					
conditions as may be specified by the bank.						
PURPOSE OF LOAN						
Agriculture Business Expansion Travel expense	Education Medical Home Repair Ot	hers (Please specify)				
DECLARATION.						
DECLARATION						
I declare, warrant, represent, acknowledge and confirm that:	re and confirm that my/our title to the gold jewellery /Ornaments deposited / to be deposi	tad by ma/us as sacurity is not defective /Challenge by any norsen in				
any manner. I/We also confirm that the gold jewellery /ornaments is not	spurious or of inferior quality as it has been acquired (purchased/gifted/inherited) by me	e/us from genuine sources and is my bonafide property and no other				
	essary documents in support of my/our security (herein referred as gold loan ornaments)					
	om your branch. Undersigned is authorising USFBL duly represented by authorized signa iven as security for the above mentioned gold loan and the proceed of the sale to be adjust					
3. I/We consent/do not consent to receive information/services etc. for ma	rketing purpose through telephone/mobile/SMSs/Email by bank and its agents.					
	of Gold in any form, including primary gold, gold bullion, gold jewellery, gold coins, unit of					
I/we further declare that I will not utilize the borrowed money for investment bullion, essential commodities etc.	ent in capital market instruments or in another scheme of mutual funds or for speculative p	ourposes in silver,				
Thave fully read and understood and acknowledge the loan terms, copy of	which had been provided to me.					
	ation form are accurate ,complete and up to date in all respect and i have not withheld	any information				
whatsoever. All annexure and addendum to this application form if and wh	enever executed by me/us are deemed to be an integral part of this application form.	Signature of the Borrower				
DEMAND PROMISSORY NOTE						
On demand I/we	promise to pay to the order of Utkarsh Small Finance Ba	nk Ltd (UDFB), the sum of Rs				
(Rs) together with interest from the date hereof at% per annum or such other	er rate the bank may fix time to time, simple and payable with				
rest, for value received.						
Presentment for payment and noting and protest of this note are hereby under	conditionally and irrevocably waived.	Revenue				
Rs : Palace	·	Stamp				
Date : Name		Sign Across				
DISBURSEMENT THROUGH RTGS/NEFT/IMPS REQUEST						
Request to credit the sum of Rs being the di	sbursement proceed of the said loan directly in to my bank account. (details of my bank ac	count given below) through NEFT/IMPS/RTGS facility offered by RRI				
Tunderstand that the Money will be reach my account within time stipulated by		count given below/timought ver 1/11vii o/111do lacility officied by 11bi.				
Beneficiary Name	Name of the Bank					
Bank Account No	Name of the branch					
Account type	Centre (Location)					
	IFSC code (Cheque copy enclosed)					
I hereby declare that the information given above is correct and i will be responsible.						
on 5th/15th of every month starting fromfrom account being the	ne monthly/EMI/other dues payable to the bank. This instruction is irrevocable.					
NOMINATION (MANDATORY)						
I/We name (s) and add		nominate the following person to whom in the event of my/our				
death, the Gold Security pledged and in the custody of Bank, particulars where	of are given below, may be returned by the Bank upon payment of outstanding amount in	full.				
Name & address of Nominee	(please ensure that the nominee is not a min	nor).				
Relationship with Borrower, if any Age						
· · · · · · · · · · · · · · · · · · ·	by me/us, whether testamentary or otherwise and the Nominee shall become entitled to outstanding to the Bank to the exclusion of all other persons. I/We further confirm that o					
Bank shall stand released and discharged.	outstanding to the Dank to the exclusion of an other persons. If we further commit that o	ii sucii i citaii tiic				
Name of the Borrower(s)	Place Date	Signature of the Borrower				
VERNACULAR DECLARATION						
	the "Declaration cum Terms and Conditions of Loan Collateralized by Gold', which has bee	n filled in my presence. I shall be bound to all the conditions including				
the details stated in the agreement. The legal documents have been explained	d to me in the language understood by me and I have understood the entire meaning of					
thumb impression/signed in vernacular language after understanding the contents of the legal documents.						
The contents of this document have been read and translated to Mr/Ms						
Explained by me & Executed in my presence	Understood by me	Executed in my presence				
Name	Signature /Thumb impression	Signature / Emp code				
num -						
Address	Name of borrower	Name of Bank official				

Gold Loan Application Standard Terms & Conditions

I/We hereby agree to abide by the following terms and conditions.

- 1. All particulars information given in this application form are true and complete and no material information has been suppressed withheld. I/We acknowledge that Utkarsh Small Finance Bank Limited ("the Bank") shall have no liability for any consequences arising out of any erroneous details provided by me/us for which I/we shall be solely liable. I/We authorize the Bank to carry out such credit checks and at such time as it may deem necessary. The Bank may sanction, at its sole discretion, loans of such amount as the Bank may deem fit (Loan) for such purpose(s) as set out by me/us in the application form or as may be specified by Bank in the sanction letters. The quantum of the Loan advanced to me/us shall be dependent on the internal policies of the Bank which may charge from time to time. The amount of the Loan will be conveyed to me/us by and under sanction letters issued by the Bank. I/We agree to abide by the terms and conditions of the sanction letter. The Loan along with interest, compound interest, default interest and such other charges as are may be payable by me/us to the Bank are hereinafter collectively referred to as "Dues".
- 2. I/We am/are the owner/joint or several owners and am/are in possession of certain gold including in the form of jewellery ornaments("Gold Security") over which I/we will create a first and exclusive charge by way of pledge in favour of the Bank by depositing the same with the Bank which shall remain deposited with the Bank till any dues hereunder remain owed by me/us to the Bank. I/ We confirm (a) that my/our title to the Gold Security deposited / to be deposited by me/us as security is not defective, challenged by any person in any manner nor is it spurious or of inferior quality as it has been acquired by me/us from genuine sources, is genuine gold, is my/our bonafide property and no other person has any claim, lien or charge against it.
- 3. In case the value of Gold Security falls lower than the required margin of the Bank as applicable from time to time, whether pursuant to an Audit/Inspection (as defined hereinafter) or otherwise, without prejudice to the right to declare an Event of Default under Clause 22 hereof and or to right to sell the Gold Security and/or exercise any other rights or remedies available with the Bank hereunder or under law, I/we shall within 7 (seven) days of a notice from the Bank in this regard, at the Bank's sole discretion, deposit with the Bank, such additional security, as may be required.
- 4. I/We agree that the Bank shall be entitled to conduct investigation, inspection and/or audit of/in connection with the quality, purity, value of Gold Security in the manner deemed fit by Bank (collectively "Audit") at my/our cost at any time till any Dues hereunder remain owed to the Bank by me/us without notice to me/us and without my/our presence, including by opening packets and seals, if any, in which Gold Security is kept. The Bank may in its absolute discretion, use services of and rely on the advice of any expert or valuer or assayer in this regard and I/we hereby waive any objection I/we may have in that regard. I/We agree that the Bank may at any time require us to procure a guarantee for my/our obligations towards the Bank under the Loan, and I/we hereby consent to our obligations under the Loan being guaranteed by such guarantor(s) as the Bank may require including without limitation by any valuer or assayer.
- 5. The findings of the Bank pursuant to its Audit/Inspection including any specific findings on the quality, purity or value of the Gold Security would be binding on me/us and I/we shall not in any manner dispute the same and I/we shall do all such acts as the Bank may require pursuant to such Audit/Inspection. We recognize and agree that any failure on my/our part to comply with the directions of the Bank and/or if the Gold Security is found by the Bank to be not genuine or of disputed value, quality or purity, it shall amount to Event of Default, entitling the Bank to forthwith recall the Loan along with interest and other Dues thereon and also entitling the Bank to enforce the pledge on the Gold Security.
- 6. This Declaration has been made by me/us irrevocably and unconditionally and shall remain valid and in force till such time as the Bank may determine in its discretion and shall be applicable so as to cover the Loan for the entire tenure thereof and all renewals thereof. The tenure of the Loan shall be considered from the date of the first disbursement of the Loan (or of any part of the Loan) or such other period as may be set out in the sanction letter(s).
- 7. The Loan shall be repayable either by way of bullet repayment or by way of equated monthly instalments as may be specified in the sanction letter(s) as may otherwise be specified by the Bank to the Customer. In case the Loan is repayable by way of bullet repayment, clause (8] hereof shall apply and in case the Loan is repayable by way of equated monthly instalments clause (9) hereof shall apply.
- 8. In case the Loan is repayable by way of bullet repayment. forthwith upon maturity of the Loan (maturity of the Loan shall mean the expiry of the tenure of the Loan) or earlier termination of the Loan (as specified in Clauses 5 and 22 hereof), as the case may be, I/we shall repay the principal Loan and pay the other then outstanding dues to the Bank. The Loan may be renewed from time to time upon my/our request however at the Bank's sole and absolute discretion. I/We may at any time, request enhancement of the loan which the bank may grant me/us at its sole and absolute discretion, subject to such terms and conditions as the Bank may deem fit to impose, over the Gold Security in favour of the Bank and provision of such other security and in such form as the bank may require and such variations in the rate of interest as the Bank may prescribe as per its policies prevailing at the time of such enhancement.
- 9. In case the Loan is repayable by way of equated monthly instalments, the principal Loan and the other then outstanding Dues to the Bank, if not demanded earlier by the Bank as mentioned in clauses 5 and 22 hereof, shall calculated on the reducing principal balance by way of equated monthly instalments (EMI)), for the amounts and on the due dates as set out in the sanction letter(s) Provided that the Bank shall be entitled to recompute and/or modify the amounts constituting the EMI(s) and the dates for payment thereof by me/us on the occurrence of any event which in the opinion of the Bank necessitates a re-computation/ modification of the same, in the event of any such modification, we agree and undertake to issue fresh SPDCS, cheques, standing instructions or debit authorisations, as the case may be, as the Bank may require. I/We hereby agree and confirm that in order to work out suitable EMIs to be paid by me/us towards repayment/payment of the Loan and interest, the Bank has adopted a reasonable and proper basis and I/we agree to pay the EMIs calculated as aforesaid. I/We understand that strict compliance with the payment schedule as set out in the sanction letter(s) is an essential condition for the grant of the loan.
 - The interest payable on the Loan shall be charged on actual/reducing basis and shall be computed as per the prevalent policy of the Bank. Subject to prevailing policy of the Bank with regard to the Loan amount applied for by me/us and/or sanctioned to me/us, the interest shall be payable at such rate, on such dates and for such periods as may be specified by the Bank and notwithstanding anything contained herein or elsewhere, the interest payable by me/us shall be subject to the changes in interest rates made by the Reserve Bank of India (RBI) from time to time as also the Bank shall have the discretion of changing or revising such interest rate, Interest payment dates or periods from time to time based on the Bank's internal policy decisions which decision(s) of the Bank shall be final and binding on me/us and the Bank shall not be required to give any reasons therefor and we hereby waive any objection l/we may have in that regard. Upon any change/revision in the mode or manner or period of payment of interest or amount of interest including pursuant to an enhancement granted by the Bank, if any, in accordance with Clause & aforesaid, I/we shall execute such revised ECS/SI mandate/SPDCs as the Bank may in its sole discretion require. Interest Tax and other taxes/levies as may be applicable from time to time on the Loan shall be borne solely by me/us.
- 10. I/We agree that the Loan may be prepaid, in whole or in part, by me/us by making a request to the Bank and upon the Bank confirming the same to me/us, which the Bank may confirm on such conditions as it may deem fit, including without limitation the payment of pre-payment or part-payment charges as the case may be, as stipulated by the Bank, which prepayment and/or part payment charges may be applied and collected by the Bank as the Bank may deem fit. In case of repayment by way of EMIs in the event we prepay only part of the Loan and other Dues then outstanding, the EMI amounts shall continue to be the same as far as possible, with a proportional reduction in the number of EMIs, unless the Bank decides otherwise.
- 11. Without prejudice to any other rights that the Bank may have under law, in case of non-payment of any Dues when due or demanded by Bank, I/We shall be liable to pay additional interest/default interest at such rate as may be prescribed by the Bank till the date of full payment on the Dues including the Loan plus the interest except on the default interest portion, as also if any interest remains unpaid on any date when it is due or payable, then the unpaid interest will be compounded monthly or in such other manner as may be permitted by the Utkarsh Small Finance Bank Ltd.
- 12. I/We shall pay all costs, charges and expenses, including stamp duty and legal costs on actual basis and other charges and expenses which may be incurred in preparation of any documents related and/or incidental to Loan, as also for the enforcement of attempted enforcement of the security created to secure the Dues. I/We hereby authorise the Bank to debit my/our account(s) kept with Bank towards any charges/servicing the Loan and other Dues and upon my/our failure to meet any shortfall in case the value of Gold Security falling lower than the required margin of the Bank as applicable from time to time within 7 working days from the date of postage of notice from the Bank in this regard.
- 13. I/We hereby authorize the Bank to carry out the Real Time Gross Settlement (RTGS)/National Electronic Fund Transfer ("NEFT) transaction as per details mentioned in the application. We understand that IMPS/RTGS/NEFT request is subject to the RBI regulations and guidelines governing the same.
- 14. I/We agree that any payments required to be made by me/us hereunder or towards the Dues including but not limited to the interest/ change/revision/maintenance/ enhancement of margin / processing fees/payment of Loan amount principal, in whole or part, shall be made by me/us through such modes as the Bank may permit including (without limitation) Electronic Clearing System (ECS) Standing Instruction (SI), by use of authorising debit/use of credit cards or debit cards, online payment through the official website of the Bank, mobile platforms, mobile banking and interactive voice response pursuant to calls made by authorized officials of the Bank or to the phone numbers specified by the Bank, and subject to such further terms and conditions in this regard as may be communicated to me/us by the Bank. I/We fully understand and agree that the Bank shall in no manner be responsible for the consequences of any disclosure on my/our part of any personal and/or loan details to any unauthorised personnel falsely representing himself/herself as being in any manner connected to the bank, and all risks in this regard shall lie with me/us.
- 15. Without prejudice to the generality of the aforesaid, as far as ECS/SI modes are concerned I/we shall execute such mandate to such bank with which we have an account for the purposes of ECS or execute such mandate with the Bank itself for the purposes of SI as the Bank may require; we shall get such ECS mandate accepted by such bank in relation to such account, we shall at all times maintain sufficient balance in such account for the purposes of payment of the Dues and periodic payment of interest and I/we confirm that such account, the bank and the form and manner of the said mandate and execution and acceptance thereof shall be as may be required by the Bank and to the complete satisfaction of the Bank. We agree and confirm that, in case of ECS, forthwith ECS mandate is given by me/us to the bank to which the in the Bank issuing instructions the said bank shall transfer a sum equivalent to the Dues (as communicated by the Bank) or as the case may be equivalent to the interest amount due from me/us (as communicated by the Bank) to the account specified by the Bank in this regard. In case of SI, I/we hereey irrevocably authorize the Bank to debit from my/our designated account held by me/us with the Bank such sums towards the Dues or as the case may be interest (as communicated by the Bank) on the respective due date(s). I/We agree that we shall be solely and fully able and responsible for all risks associated with the aforesaid modes of payment and for ensuring that adequate security measures are taken while using any of the aforesaid modes of payment we agree and acknowledge that the Bank shall not in any way be responsible or liable for the same. I/We shall make myself/ourselves aware of all risks related to and security measures required for the aforesaid purpose including from our bankers and service providers. I/We agree that I/we shall not, at any time until the Loan is repaid in full along with all Dues to the Bank, withdraw, revoke or vary (except with the express consent in writing of the Bank) an
- 16. I/We hereby represents and warrant(s) that
 - (a) I/We am/are citizen(s) of India
 - (b) I/We confirm(s) that my/our title to the Gold Security deposited to be deposited by me/us as security is not defective/challenged by any person in any manner, nor is it spurious or of inferior quality as it has been acquired by me/us from genuine sources, is genuine gold is my/our bonafide property and no other person has any claim, than of charge against it.
 - (c) | I/We shall utilize the Loan solely for the purpose stated in the application form/sanction letters and the Loan will not be used for any other purpose including any speculative or anti-social purpose, or for the purchase of gold or investment in speculation of gold.
 - (d) All declarations made by me/us including the declaration on relationship with other bank(s) the financing Bank herein are true and complete and no material information has been suppressed/withheld
 - (e) I/We shall perform and am/are bound by all the covenants/conditions set out herein, in the sanction letter and any further conditions as may be prescribed by the Bank and
 - (f) I/We confirm(s) the Bank is not representing the value of the Gold Security to me/us in any manner whatsoever. I/We recognize that for valuation at times detailed Audits are required, which the Bank may conduct in its discretion from time to time.
- 17. The Bank may without assigning any reason and upon written notice to me/us cancel in full or in part the Loan and demand repayment thereof. Upon such notice, the said Dues shall become forthwith due and payable by me/us to the Bank.

- 18. The following events shall constitutes events of default hereunder (each an "Event of Default"), upon the occurrence of any of which the said dues shall become immediately due and payable by me/us to the Bank and further enable the Bank inter alia to recall the Loan and/or enforce the Gold Security and other security, if any furnished hereunder and sell the same.
 - a) Failure on my/our part to perform any of my/our obligations hereunder or under the sanction letters or any circumstance or event occurs which adversely affects my/our capacity to repay the Loan and/or Dues or any part there of or perform any of my/our obligations.
 - b) If any of the representation's declarations, or statements or particulars made by me/us in the application, or herein, including in relation to the quality and quantity of the Gold Security, are found to be false, misleading of
 - c) In case the Loan is to be repaid by way of bullet repayment, if the Loan is not repaid along with all outstanding Dues on the date of maturity or earlier recall of the Loan by the Bank.
 - d) In case the Loan is to be repaid by way of EMIs, if we fail to pay any EMI or any other Dues on its due date or when demanded by the Bank.
 - e) In the event of non-servicing of interest by me/us on any due date.
 - f) Upon detection of any fraud including a systemic fraud in relation to the quality of the Gold Security by the Bank.
 - g) If the value of the said Gold Security falls lower than the required margin of the Bank as applicable from time to time, due to change in market price (whether actual or reasonably anticipated) or any other reason or if there is any deterioration or impairment of any security or any part thereof, which causes the security in the judgment of the Bank to become unsatisfactory in character or value.
 - h) If it is discovered that there is any collusion between the assayer and me/us resulting in a fraudulent or erroneous valuation of the Gold Security or in case the Bank has a reasonable suspicion in this regard.
 - i) If any attachment, distress, execution or other process against me us or any of the security is enforced or levied upon:
 - i) In the event of death, insolvency, failure in business, commission of an act of bankruptcy of either of us Customer(s):
 - k) If at any time before the Loan is repaid in full along with all Dues to the Bank, there is any withdrawal, revocation or variance/modification (except with the express consent in writing of the Bank) of any ECS and/or St mandate /instructions and/or PDC's or any other instrument/mode of payment issued by me/us pursuant to the terms hereof,
 - 1) An attempt by me/any of us, without prior written consent of the Bank, to create any charge, lien, mortgage or any other encumbrance over the Gold Security.
 - m) If/we fail to pay any charges payable for dishonour of the SPDCs in terms and conditions hereof
 - $n) \\ If any of the SPDCs delivered or to be delivered by me/us for stop payment of any SPDC deposited by me/us with the Bank, for any reason whatsoever.$
 - o) If any instructions given by me/us for stop payment of any SPDC deposited by me/us with the bank, for any reason whatsoever.
- 19. Upon the occurrence of an Event of Default, without prejudice to any other rights that the Bank may have under applicable law or otherwise, the Bank shall be entitled to sell by private treaty or public auction or otherwise the Gold Security in the open market after giving me/us a notice of 7 working days (which shall mean days on which banks at the place where the branch of the Bank from which the Loan is disbursed is located are open and working in their regular course of business) which I/we agree is a reasonable period for the purposes of Section 176 of the Indian Contract Act, 1872.

The proceeds so realized from the sale of the Gold Security shall at the Bank's discretion be utilized towards the repayment of Dues under the Loan. In the event that the proceeds so realized are insufficient to meet the amount of Dues, the Bank may (without prejudice to the right of the Bank to otherwise do so) take such other and further actions as it may deem necessary to realize the balance amount from me/us provided that the Bank shall not be obligated to first exhaust the remedy of enforcing/selling the Gold Security before initiating any other legal actions/proceedings and shall be entitled to take initiate such legal proceedings/actions against me/us and/or other persons at any time at Bank's discretion, whether prior to simultaneously or subsequent to other remedies including sale/enforcement of Gold Security. In case of more than one Customer, I/we agree that my/our liability shall be joint and several. I/We hereby authorise and give consent to the Bank to disclose (without adding any obligation on the Bank to do so), without notice to me/any of us. my/our name(s), default details, loan, interest details, Gold Security details, information furnished by me/us in application form(s) related documents my/our executed to be executed in relation to the facilities availed from the Bank, to such authority / regulator, public at large or such persons as may be deemed fit by Bank for the purposes of auction, enforcement or sale of Gold Security etc. I/We waive the privilege of privacy and privity of contract.

- 20. I/We agree that any notice (including notice of sale of Gold Security) be addressed at my/our address mentioned in the application form and may be sent via: (a) Register AD (b) hand delivered or (c) sent via emails to the email address mentioned in the application form. (d), short message service (sms) to my/our mobile phone(s): (e) by any other postal mode; or (h) by courier. Such service shall be deemed to have been effected in case of delivery by Registered AD or any other mode of postal service, on the expiry of the 4th day of such posting and in case of delivery by hand or by courier on the date on which it is delivered, if given or made by facsimile, upon receipt of a transmission report 2 confirming dispatch, in case any such notice is sent by more than one of the modes specified in this Ciause 25, whichever is the earliest. We hereby undertake to keep the Bank informed at all times in writing of any change in my/our mailing address, email id, phone and mobile number(s) and to obtain Bank's written acknowledgement on the intimation given to Bank for any such change. Any notice as aforesaid by the Bank to me/us to any of the aforesaid address, email id, phone and mobile number(s) shall be valid and due notice by the Bank to me/us and shall be deemed to have been properly and fully delivered to/on me/us and the service completed on the respective days/dates as mentioned aforesaid irrespective of the fact that the same may be returned undelivered for any reason and in any such case of non-delivery the Bank shall not be required give any further notice through said modes or alternative modes even if postal authorities or the other medium(a) advise/inform/show in such case that we are not residing or available or found at such addresses or for any address or number not being functional, in order or matched and I/we shall not be entitled to raise any objection and hereby waive any objection I/we may have in respect of non-delivery etc. including for any of those address, email id, phone and mobile number(s
- 21. The Gold Security or such part of the Gold Security as has not been sold pursuant to the terms hereof will be released only after payment in full of the said Dues by me/us to the Bank to the complete satisfaction of the Bank and only after a notice given thereafter by me/us to the Bank of at least [7] working days (being days on which the Bank is working) from the date of such final payment. The Bank may release the Gold Security as aforesaid to me/us, and in case of co-Customers to either of us. In case of co-Customers, the Bank shall not be in any manner liable to any of the co-Customers for releasing the Gold Security or any part thereof to any one of them upon repayment/payment of the Dues as set out herein and the Bank shall upon release to either of the co-Customers of the Gold Security or any part thereof be discharged from any and all abilities in that regard. Upon failure on my/our part to collect the Gold Security from the Bank within [7] working days as aforesaid, the Bank shall charge service charges at such rate as shall be specified by the Bank in the sanction letter or otherwise, for each day after the 7th working day on which the Gold Security continues to be kept with the Bank and once such service charges become applicable due to my/our failure to collect the Gold Security from the Bank within the stipulated time, the Bank shall release the Gold Security upon payment by me/us of the service charges to the Bank in full. However, in case of any failure on my/our part to so collect the Gold Security for a period of 3 months from the date of closure of the Loan, the Bank shall have the right to sell or otherwise dispose off the Gold Security for the purposes of recovering the service charges due from me/us to the Bank on account of such failure on my/our part and in case there is any balance remaining post the appropriation of the sale proceeds towards the service charges due from me/us, the Bank may send the a same via demand draft or pay order to my/our address as set out in the application
- 22. In addition to any general lien or similar right to which the Bank as bankers may be entitled by law, practice, custom or otherwise the Bank may at any time and without notice to me/us combine or consolidate all or any of the my/our accounts with and liabilities to the bank and set off transfer any sum of Sums standing to the credit of any one or more of such accounts in our towards satisfaction of any of my/our liabilities to the bank on any other account or in any other respect, whether such liabilities be actual or contingent primary or collateral and several or joint. The bank may also exercise lien on any gold security in respect of dues in relation to any other account/s held by me/us with the Bank.
- 23. The Bank shall have the right to stipulate any other and further terms and conditions that it may deem fit at any time prior to or after the grant of the Loan, which shall be binding on me/us. All rights of the Bank stipulated herein shall be in addition to the rights, powers and remedies available to the Bank under law. The Bank reserves the right to retain the photographs and documents submitted with this application and will not return the same to me/us. The Bank shall, without reference to or any intimation to me/us, be absolutely entitled and have full power and authority to sell, transfer, assign or securitize to any third party or person as the Bank may decide, the facility, any and all outstanding Dues, any rights, benefits and/or obligations hereunder in any manner, in whole or in part and on such terms as the Bank may decide. Any such assignment shall be binding on me/us. We shall not be entitled directly or indirectly to sell/transfer/assign my/our benefits or obligations hereunder without the prior written permission of the Bank.
- 24. All disputes arising out of and/or relating to the Loan and this document including any collateral document shall be subject to the exclusive jurisdiction of the Courts/Tribunals of the city in which the branch of the Bank granting the Loan is situated Provided however that if any dispute arising is below the pecuniary jurisdiction limit of the Debt Recovery Tribunals established under Recovery of Debts and Bankruptcy Act (RDB Act), 1993, then such dispute shall be referred to arbitration in accordance with the provisions of the Arbitration and Conciliation Act 1996 as may be amended, or its re-enactment, by a sole arbitrator, appointed by the Bank. The costs of such arbitration shall be borne by the losing party or otherwise as determined in the arbitration award. If a party is required to enforce an arbitral award by legal action of any kind, the party against whom such legal action is taken shall pay all reasonable costs and expenses and attorney's fees, including any cost of additional litigation or arbitration taken by the party seeking to enforce the award.
- 25. I/We understand that the sanction of this Loan is at the discretion of the Bank and upon my/our executing necessary documents, creating necessary security and completing other formalities as required by the Bank. I/We authorise the Bank to conduct such credit checks as it considers necessary in its sole discretion and also authorise the Bank to release such or any other information in its records for the purpose of credit appraisal/sharing or for any other purpose. I/We further authorise the Bank to make any enquiries with any other finance company/bank/registered credit bureau regarding my/our credit history with them and also authorise Bank to provide details of my/our credit history to any other bank/finance company registered credit bureau.
- 26. The Bank shall have the right to make disclosure of information relating to me/us Loan, facility, security defaults, obligations assumed by me/us, to the Credit Information Bureau of India (CIBIL) and/or any other governmental/regulatory/statutory or private agency as required under law from time to time. I/We hereby authorise and give consent to the Bank to disclose, without notice to me/any of us, information relating to me/us, the Loan facility, security, defaults, obligations assumed by me/us, as also any information furnished by me/us in application form(5) related documents executed in relation to the facilities availed from the Bank, to CIBIL, RBI, the Bank's other branches/Subsidiaries/affiliates/Credit bureau / Rating Agencies, Service Providers, other banks financial institutions, governmental/regulatory authorities or third parties who may process the information, publish it required, as also use for KYC information verification, credit risk analysis or for other related purposes. We waive the privilege of privacy and privity of contract.
- 27. I/We confirm having received, read and fully understood the terms and conditions applicable to this Loan and accept unconditionally hereby without notice any additional terms and conditions that the Bank may at any time stipulate and I/we will be bound by such amended terms and conditions.
- 28. I/We hereby confirm that we have read and/or have independently had the aforesaid terms and conditions translated accurately in my/our vernacular language and I we have completely understood the same to my/our satisfaction. We understand that disbursal of the Loan as also my/our acceptance of the sanction letter issued by the Bank shall be a deemed confirmation, agreement and declaration on my/our part that these terms and conditions shall apply to the Loan disbursed/sanctioned. I/We understand and agree that there will be a service tax applicable on all such charges which are in nature of fees.

I/We hereby agree to abide by the following terms and conditions.

THIS PLEDGE AGREEMENT OF GOLD ORNAMENTS is made on the day, date and year as specified in "SCHEDULE -I", hereunder written by the person(s) specified in SCHEDULE -I hereunder written (hereinafter called "THE PLEDGOR(S)/BORROWER(S)"), which expression shall, unless repugnant to the context or meaning thereof, be deemed to include, (i) where the Pledgor(s) concerned is an individual or a proprietorship firm, his/her heirs, executors and administrators;

IN FAVOUR OF

Utkarsh Small Finance bank Limited, a company incorporated under the provisions of the Companies Act, 2013 and also a banking company within the meaning of the Banking Regulation Act, 1949 and having its Registered Office at S-24/1-2, First Floor, Mahavir Nagar, Orderly Bazaar, Varanasi - 221002 and one of its branch offices at the address specified in SCHEDULE - I, herein after called 'the Bank" which expression shall unless it be repugnant to the context or meaning thereof, be deemed to mean and includes its successors and assigns).

WHEREAS:

At the request of the Pledgor/Borrower(s), the Bank has advanced/agreed to advance a gold loan for Working capital/Short term financing/Consumption purpose/Agriculture production (the purpose), against the security of Gold Ornaments as specified in the SCHEDULE - I hereunder written, to the pledgor/Borrower(s) on terms and conditions specified in the Sanction Letter referred to in SCHEDULE - I hereunder written and as provided herein and in the Application Form.

NOW THEREFORE THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS UNDER:

- 1. In consideration of the Bank having advanced/agreed to advance a Gold Loan Facility, against the security of Gold Ornaments (hereinafter referred to as the "Said Facility"), particularly referred to in SCHEDULE I, at the rate of interest and repayable in the manner as set out in the said SCHEDULE I, the Pledgor(s)/Borrower(s) hereby agree, confirm, undertake and declare as follows:
 - a. That the Pledgor/Borrower(s) shall pay the Bank's Dues on the due dates and perform and discharge the obligations of the Pledgor (s) under this Agreement/Sanction Letter etc.:
 - b. As security for any sum or sums drawn and/ or to be drawn in the said facility account, the due repayment and discharge of the said Facility, together with all interest, liquidated damages, costs, charges (including the valuation, sale and disposal thereof) and other monies due and payable by the Pledgor/Borrower(s), to the Bank under the said Facility, Sanction Letter, Application Form and these presents, as also for the due discharge, observance and compliance with the terms and conditions of the Sanction Letter, Application Form and these presents, the Pledgor(s) hereby acknowledges to have pledged, deposited/delivered with and bailed to the Bank, the Gold Ornaments mentioned in the SCHEDULE I, hereunder written (hereinafter referred to as 'the Pledged Gold Ornaments').

MARGIN

- a. In the event, the value of Pledged Gold Ornaments falls below the Margin as may be stipulated in the Sanction Letter/determined by the Bank from time to time, then without prejudice to all/any of the rights available herein or otherwise, the Pledgor(s) shall upon receipt of a notice from the Bank in this regard, within 7(seven) days or within such number of days as may be specified by the Bank, pledge such additional gold ornaments ("Additional Pledged Gold Ornaments") make payment in cash as may be required to maintain the Margin. For the avoidance of doubt, it is hereby clarified that any additional Gold Ornaments pledged in favour of the Bank, shall form part of the Pledged Gold Ornaments and shall be governed by the terms of this Agreement. For the purposes of this Agreement, Margin shall mean the aggregate value of the Pledged Gold Ornaments, as prescribed and required to be maintained by the Pledgor(s) with the Bank, with such variation as may be required from time to time at the sole discretion of the Bank.
- b. The Pledgor agrees and undertakes that, forthwith upon the requirement arising of pledging additional gold ornaments, the Pledgor shall execute, all such documents as may be required by the Bank, to mark a pledge on the Additional Gold Ornaments in favour of the Bank. If, in the event the Pledgor/Borrower(s) fails to pledge additional gold ornaments/ meet the margin requirements, when required to do so, time being of essence, the Bank shall have the right to sell the Said Pledged Gold Ornaments forthwith and without any further notice, either through a private arrangement or a public offer/auction and at such a price, including at such discount to the market price, as the Bank may determine in its sole discretion and apply the net proceeds of such sale in or towards the liquidation of the balance then due to the Bank. Any shortfall after the adjustment of the net sale proceeds shall be repaid forthwith by the Pledgor/Borrower(s) on demand by the Bank.
- c. The Pledgor(s) hereby agrees that the notice under the provisions of clause (a) shall be deemed to be a notice of an event of default recalling the entire Pledgor/Borrower(s) Dues as on the expiry of the notice period in the event of any failure of performance of the Pledgor/Borrower(s) in performing the requirements of such notice. It is also further agreed by the Pledgor(s), that the said notice will also be deemed to constitute a notice of invocation of pledge, notifying the Pledgor/Borrower(s), of the bank's intention to sell the Said Pledged Gold Ornaments in the event of any default by the Pledgor/Borrower(s) in performing the requirements of the relevant notice or failing to pay the entire Pledgor/Borrower(s) Dues on the expiry of the notice period. The Pledgor(s) acknowledges and agrees that no further notice would be required for the invocation of the Pledge and the notice that is provided pursuant to the provisions of clause 2(a) would be a reasonable notice for the invocation of the pledge and under the provisions of the Indian Contract Act, 1872.
- d. The Pledgor(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 Bank or exposes or is likely to expose the Bank to any potential financial loss or damage towards settlement of or recovery of the Pledgor/Borrower(s) Dues and other costs in relation to the Facility, then notwithstanding what is agreed herein above, the Bank may/may not provide a notice of 7(seven) Business Day and any notice issued with a lesser number of days would be a reasonable notice for the invocation of the pledge under the provisions of the Indian Contract Act, 1872.
- 3. The Bank shall be at liberty to fix the limit beyond which it will not lend against the net appraised value of the said Pledged Gold Ornaments.

4. EVENTS OF DEFAULT & REMEDIES:

(i) All/Any of the Events of Default as specified and listed in the Application Form, shall constitute an event of default herein and shall be read and understood as part and parcel of this Agreement and shall form integral part of this Agreement and same is not being repeated here for the sake of brevity.

- (ii) In the event of occurrence of any event of default, any default by the Pledgor/Borrower(s) in duly repaying/paying the Pledgor/Borrower(s) Dues or any part thereof and/ or failure in the Pledgor(s) and/ or the Pledgor(s) performing its obligations in accordance with the provisions of the Agreement the Bank shall, without the requirement of any consent or concurrence of the Pledgor(s), be entitled to do all or any of the following:
- a. to recall the loan/credit facility and in such an event, the dues shall immediately become payable;
- b. invoke and enforce the pledge:
- c. Sell or otherwise dispose of all or any of the Pledged Gold Ornaments by public auction or private contract or in such manner, at such price and on such terms and subject to such conditions as the Bank may think fit;
- d. the Bank shall not in any way be liable for any loss or depreciation in value of the Pledged Gold Ornaments whilst in the possession of the Bank or in the course of sale, realisation or disposal or otherwise;
- such invocation and sale of the Pledged Gold Ornaments shall be to the cost of the Pledgor/Borrower(s) and
 any shortfall arising out of such invocation and sale shall be made good to the Bank by the
 Pledgor/Borrower(s) at his/its sole costs, risks and responsibility;

ASSIGNMENT

The Pledgor(s) is/are aware of and acknowledges and agrees that under this Pledge Agreement, the Bank is entitled to and that the Bank may, assign, transfer, sell, securitize, novate or part with (whether in full or in part) the Bank's rights and liabilities under this Pledge Agreement (including the right to receive all or any portion of the Pledgor/Borrower(s) Dues) to one or more persons (the expression person includes any financial institution, company, etc.) and that the Bank may also assign and transfer all or some of its rights and obligations hereunder (including the security hereunder for the Pledgor(s) Dues and this right to assign hereunder) to one or more such persons. In such case the Pledgor/Borrower(s) shall become the primary borrower of such assignee/buyer and shall at no point of time raise any objection, legal or otherwise regarding assignment, transfer and sale of the Pledged Gold Ornaments by the Bank in favour of the assignee/buyer.

6. DISCLOSURE:

The Pledgor(s) consent and agree that the Bank shall have the right and shall be entitled to disclose to the Reserve Bank of India, CIBIL or any other statutory/regulatory authority or to any other third person, financial institutions, group companies/associates, subsidiaries etc., the name/identity of the Pledgor/Borrower(s) and/or all of its/partners/Directors, the default committed, obligation's, information relating to the loan/Facility, the information as contained in the application form, personal information provided by the Pledgor(s), the documents submitted and also to use for KYC information verification, credit risk analysis. In case of default in payment of any of the dues to the Bank, the Bank or the Reserve Bank of India will have an unqualified right to disclose or publish the name/photograph of the Pledgor/Borrower(s) and/or all of its partners/directors as defaulters (including as willful defaulters) in such manner and through such medium as the Bank and/or the Reserve Bank of India in their absolute discretion may deem fit. The Pledgor hereby waives the privilege of privacy and privity of contract.

 All terms and conditions of the Application form shall be treated as forming part and parcel of this agreement and shall be read and understood accordingly.

8. PLEDGORS UNDERTAKINGS AND ACCEPTANCE:

- a. The Pledgor(s) declares that the Pledged Gold Ornaments/Pledged properties now in existence are the absolute and unencumbered property of the Pledgor(s) at the sole disposal of the Pledgor(s), and that all the Pledged Gold Ornaments/Pledged properties which may hereafter belong to the Pledgor(s) shall likewise be the absolute and unencumbered property of the Pledgor(s) with full power of disposition over the same. The Pledgor(s) declares that the Pledged Gold Ornaments have not been disposed by will or otherwise.
- b. That in the event that the proceeds so realized from the sale of the goods being insufficient to meet the outstanding dues, the Bank may take such other and further actions as it may deem fit and necessary to realize the balance amount from me/us.
- c. That in the event of there being a surplus available of the net proceeds of such sale after payment in full of the balance due to the Bank, it shall be lawful for the Bank to retain and apply the said surplus towards payment or liquidation of any and all other moneys which shall be or may become due form the Pledgor/Borrower(s) or any of them whether singly or jointly with any other person or persons and whether as principal debtor or surety.
- d. That this Agreement of pledge is made on the faith of the declaration which the Pledgor(s) hereby make that all the said ornaments pledged hereunder are the absolute property of the Pledgor(s) and that the Pledgor(s) have interest in the said ornaments entitling them to pledge the same as security for loan availed and/or to be availed hereunder and that the same are free from any lien, claim or encumbrance and are not encumbered by will or otherwise.
- e. The Pledgor(s) hereby agrees that Bank shall be entitled at any time during the pendency of the facility and till such time as the dues remain unpaid, at the cost of the Pledgor(s), to conduct investigation, inspection and/or audit of/in connection with the quality, purity, value of Pledged Gold Ornaments/ Additional Pledged Gold Ornaments in the manner and as it may deem fit and without requiring to give any notice to me/us and without our consent. The Bank shall be at liberty and shall have the absolute discretion to use the services of any external valuer/assayer for the said purpose. The findings pursuant to the said audit/inspection shall be binding on me/us and we shall not question or dispute the same and agree to comply with any directions of the Bank. Failure to comply with the directions of the Bank would amount to an event of default and Bank shall be entitled to take any/all action as specified in this Agreement.
- f. The Bank is hereby authorized to re-open the sealed packets for the purposes of inspection and audit and to place the items back into the same packet or new packet and Pledgor(s) hereby consents to the same and accepts, agrees and undertakes not to raise any dispute as regards the same.
- g. That in the event of the death of a sole pledger, the Bank may return the pledged gold ornaments to the Nominee appointed by the Pledgor, subject to the Bank receiving its entire dues from the Nominee. In the event the Nominee fails to make the payment when intimated by the Bank/or there being no nominee, the Bank may return the ornaments to any of the legal heir who has paid all the dues of the Bank. If the Legal

heirs fail to make the payment when demanded, the Bank may dispose of the Pledged Gold Ornaments in the manner deemed fit and the excess money if any may be paid to the Nominee and in the absence of nomination to the legal heirs. The shortfall of any amount may be recovered from any of the Pledged Gold Ornaments' pledgor's properties.



- h. In the event of there being more than one pledger, than on the death of one of the pledger, the Bank shall return the Pledge Gold Ornaments to the surviving Pledgor, subject to the Bank receiving its entire dues from the surviving Pledgor. In the event the surviving Pledgor fails to make the payment when intimated by the Bank, the Bank may return the ornaments to any of the legal heirs of the deceased pledgor who has paid all the dues of the Bank. If the Legal heirs fail to make the payment when demanded, the Bank may dispose of the Pledged Gold Ornaments in the manner deemed fit and the excess money if any may be paid to the surviving Pledgor on such terms and conditions as the Bank may deem fit. The shortfall of any amount may be recovered from any of the Pledged Gold Ornaments/pledgor's properties.
- i. All statements of account furnished by the Bank shall be binding on the Pledgor and shall be conclusive as to the correctness of the amounts mentioned therein and shall not be questioned or disputed by the Pledgor on any ground whatsoever.
- j. This Agreement shall become binding on the Pledgor(s) on and from the date first herein below written. It shall remain in force and shall not stand terminated till all the monies due and payable under the Agreement are fully paid off to the satisfaction of the Bank. The Pledgor confirms that notwithstanding the fact that the Loan/Facility may be reduced/ enhanced and/ or varied from time to time or extinguished, this Agreement shall be of a continuing nature and the relation between the Parties hereto shall continue to be governed by
- k. If one or more rights or provisions set forth in this Agreement is invalid or unenforceable, it is agreed that the remainder of the Agreement shall be enforceable and that, to the extent permitted by law, the parties intentions, as reflected in any right or provision that is invalid or unenforceable, shall be given effect to.
- I. Unless the same falls within the jurisdiction of the Debts Recovery Tribunal established under the Recovery of Debts and Bankruptcy Act (RDB Act), 1993, any and all claims and disputes arising out of or in $connection\ with\ this\ Agreement\ or\ its\ performance\ shall\ be\ settled\ by\ arbitration\ by\ a\ single\ Arbitrator\ to\ be$ appointed by the Bank. The arbitration shall be held in Mumbai.

- m. This Agreement shall be valid and binding for all present and future credit facilities, granted or continued/renewed or that may be granted or continued/renewed and/or all re -structuring/change/addition/enhancement/reduction/of limits.
- 9. COSTS: All costs, charges and expenses for or in connection with this Agreement, the pledge of the Pledged Gold Ornaments, Additional Pledged Gold Ornaments and the marking of the pledge thereon and all writings executed pursuant hereto or in connection herewith, including the payment of stamp duty, the enforcement of the security shall be borne and paid by the Pledgor(s). In the event the Bank pays any of the aforesaid amounts (although not obliged to do so), the Pledgor(s) shall forthwith reimburse the amount in full to the Bank as the case may be, on demand; and the pledge hereunder on the Pledged Gold Ornaments shall be and constitute security also for such amount.
- 10. NOTICES: All notices, requests, demands, waivers and other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if (a) delivered personally. (b) mailed, certified or registered mail with postage prepaid, (c) sent by next-day or overnight mail/courier or delivery or (d) sent by telecopy/fax or telegram, to the addresses and numbers as specified in SCHEDULE -I hereunder written (e) under Certificate of Posting addressed to that party's address mentioned above or to any changed address if such has been notified to the other party.
- 11. I/We confirm having received, read and fully understood the terms and conditions applicable to the said loan/facility. I/We hereby also confirm that I/We have read and /or have independently had the aforesaid terms and conditions translated accurately in my/our vernacular language and I/We have completely understood the same to my/our satisfaction.

SIGNED AND DELIVERED:

BY Utkarsh Small Finance bank Limited:

Signature of the Borrower

SIGNED AND DELIVERED BY THE

Pledgor(s), by the hands:

,	Mr./Ms. :	By the hands of its Authorised Signatory :
		Mr./Ms. :
chedule 1		
Date		
Details of Sanction Letter		
Place of Execution of this Agreement		
acility Tenure		
nterest	the Base Rate of the Bank now prevailing and as may be changed from time to time plus % per ann OR compounded with rests, plus interest tax, service tax thereon, as applicable. the rate of % per annum compounded with rests, plus interest tax, service tax thereon, as	num. (The Bank's Base Rate currently is% per annum), applicable.
Amount of Facility		
Repayable in		
Rate of Penal Interest		
Bank Branch Office Address		
Pledgor(s) Name and Address:		
DETAILS OF PLEDGED GOLD ORNAMENTS		

- 	
ACKNOWLEDGEMENT SLIP	
I/we hereby declare that all the terms & conditions have been explained by the Bank official and read & understood by me/us.	
Name of Applicant	
Date of Application D D M M Y Y Y Y Location GL SN.:	
Application will be processed withindays of receiving complete applicatin form with all documents required by bank	

Gold Loan Application Standard Terms & Conditions

I/We hereby agree to abide by the following terms and conditions.

- 1. All particulars information given in this application form are true and complete and no material information has been suppressed withheld. I/We acknowledge that Utkarsh Small Finance Bank Limited ("the Bank") shall have no liability for any consequences arising out of any erroneous details provided by me/us for which I/we shall be solely liable. I/We authorize the Bank to carry out such credit checks and at such time as it may deem necessary. The Bank may sanction, at its sole discretion, loans of such amount as the Bank may deem fit (Loan) for such purpose(s) as set out by me/us in the application form or as may be specified by Bank in the sanction letters. The quantum of the Loan advanced to me/us shall be dependent on the internal policies of the Bank which may charge from time to time. The amount of the Loan will be conveyed to me/us by and under sanction letters issued by the Bank. I/We agree to abide by the terms and conditions of the sanction letter. The Loan along with interest, compound interest, default interest and such other charges as are may be payable by me/us to the Bank are hereinafter collectively referred to as "Dues".
- 2. I/We am/are the owner/joint or several owners and am/are in possession of certain gold including in the form of jewellery ornaments("Gold Security") over which I/we will create a first and exclusive charge by way of pledge in favour of the Bank by depositing the same with the Bank which shall remain deposited with the Bank till any dues hereunder remain owed by me/us to the Bank. I/ We confirm (a) that my/our title to the Gold Security deposited / to be deposited by me/us as security is not defective, challenged by any person in any manner nor is it spurious or of inferior quality as it has been acquired by me/us from genuine sources, is genuine gold, is my/our bonafide property and no other person has any claim, lien or charge against it.
- 3. In case the value of Gold Security falls lower than the required margin of the Bank as applicable from time to time, whether pursuant to an Audit/Inspection (as defined hereinafter) or otherwise, without prejudice to the right to declare an Event of Default under Clause 22 hereof and or to right to sell the Gold Security and/or exercise any other rights or remedies available with the Bank hereunder or under law, I/we shall within 7 (seven) days of a notice from the Bank in this regard, at the Bank's sole discretion, deposit with the Bank, such additional security, as may be required.
- 4. I/We agree that the Bank shall be entitled to conduct investigation, inspection and/or audit of/in connection with the quality, purity, value of Gold Security in the manner deemed fit by Bank (collectively "Audit") at my/our cost at any time till any Dues hereunder remain owed to the Bank by me/us without notice to me/us and without my/our presence, including by opening packets and seals, if any, in which Gold Security is kept. The Bank may in its absolute discretion, use services of and rely on the advice of any expert or valuer or assayer in this regard and I/we hereby waive any objection I/we may have in that regard. I/We agree that the Bank may at any time require us to procure a guarantee for my/our obligations towards the Bank under the Loan, and I/we hereby consent to our obligations under the Loan being guaranteed by such guarantor(s) as the Bank may require including without limitation by any valuer or assayer.
- 5. The findings of the Bank pursuant to its Audit/Inspection including any specific findings on the quality, purity or value of the Gold Security would be binding on me/us and I/we shall not in any manner dispute the same and I/we shall do all such acts as the Bank may require pursuant to such Audit/Inspection. We recognize and agree that any failure on my/our part to comply with the directions of the Bank and/or if the Gold Security is found by the Bank to be not genuine or of disputed value, quality or purity, it shall amount to Event of Default, entitling the Bank to forthwith recall the Loan along with interest and other Dues thereon and also entitling the Bank to enforce the pledge on the Gold Security.
- 6. This Declaration has been made by me/us irrevocably and unconditionally and shall remain valid and in force till such time as the Bank may determine in its discretion and shall be applicable so as to cover the Loan for the entire tenure thereof and all renewals thereof. The tenure of the Loan shall be considered from the date of the first disbursement of the Loan (or of any part of the Loan) or such other period as may be set out in the sanction letter(s).
- 7. The Loan shall be repayable either by way of bullet repayment or by way of equated monthly instalments as may be specified in the sanction letter(s) as may otherwise be specified by the Bank to the Customer. In case the Loan is repayable by way of bullet repayment, clause (8] hereof shall apply and in case the Loan is repayable by way of equated monthly instalments clause (9) hereof shall apply.
- 8. In case the Loan is repayable by way of bullet repayment. forthwith upon maturity of the Loan (maturity of the Loan shall mean the expiry of the tenure of the Loan) or earlier termination of the Loan (as specified in Clauses 5 and 22 hereof), as the case may be, I/we shall repay the principal Loan and pay the other then outstanding dues to the Bank. The Loan may be renewed from time to time upon my/our request however at the Bank's sole and absolute discretion. I/We may at any time, request enhancement of the loan which the bank may grant me/us at its sole and absolute discretion, subject to such terms and conditions as the Bank may deem fit to impose, over the Gold Security in favour of the Bank and provision of such other security and in such form as the bank may require and such variations in the rate of interest as the Bank may prescribe as per its policies prevailing at the time of such enhancement.
- 9. In case the Loan is repayable by way of equated monthly instalments, the principal Loan and the other then outstanding Dues to the Bank, if not demanded earlier by the Bank as mentioned in clauses 5 and 22 hereof, shall calculated on the reducing principal balance by way of equated monthly instalments (EMI)), for the amounts and on the due dates as set out in the sanction letter(s) Provided that the Bank shall be entitled to recompute and/or modify the amounts constituting the EMI(s) and the dates for payment thereof by me/us on the occurrence of any event which in the opinion of the Bank necessitates a re-computation/ modification of the same, in the event of any such modification, we agree and undertake to issue fresh SPDCS, cheques, standing instructions or debit authorisations, as the case may be, as the Bank may require. I/We hereby agree and confirm that in order to work out suitable EMIs to be paid by me/us towards repayment/payment of the Loan and interest, the Bank has adopted a reasonable and proper basis and I/we agree to pay the EMIs calculated as aforesaid. I/We understand that strict compliance with the payment schedule as set out in the sanction letter(s) is an essential condition for the grant of the loan.
 - The interest payable on the Loan shall be charged on actual/reducing basis and shall be computed as per the prevalent policy of the Bank. Subject to prevailing policy of the Bank with regard to the Loan amount applied for by me/us and/or sanctioned to me/us, the interest shall be payable at such rate, on such dates and for such periods as may be specified by the Bank and notwithstanding anything contained herein or elsewhere, the interest payable by me/us shall be subject to the changes in interest rates made by the Reserve Bank of India (RBI) from time to time as also the Bank shall have the discretion of changing or revising such interest rate, Interest payment dates or periods from time to time based on the Bank's internal policy decisions which decision(s) of the Bank shall be final and binding on me/us and the Bank shall not be required to give any reasons therefor and we hereby waive any objection l/we may have in that regard. Upon any change/revision in the mode or manner or period of payment of interest or amount of interest including pursuant to an enhancement granted by the Bank, if any, in accordance with Clause & aforesaid, I/we shall execute such revised ECS/SI mandate/SPDCs as the Bank may in its sole discretion require. Interest Tax and other taxes/levies as may be applicable from time to time on the Loan shall be borne solely by me/us.
- 10. I/We agree that the Loan may be prepaid, in whole or in part, by me/us by making a request to the Bank and upon the Bank confirming the same to me/us, which the Bank may confirm on such conditions as it may deem fit, including without limitation the payment of pre-payment or part-payment charges as the case may be, as stipulated by the Bank, which prepayment and/or part payment charges may be applied and collected by the Bank as the Bank may deem fit. In case of repayment by way of EMIs in the event we prepay only part of the Loan and other Dues then outstanding, the EMI amounts shall continue to be the same as far as possible, with a proportional reduction in the number of EMIs, unless the Bank decides otherwise.
- 11. Without prejudice to any other rights that the Bank may have under law, in case of non-payment of any Dues when due or demanded by Bank, I/We shall be liable to pay additional interest/default interest at such rate as may be prescribed by the Bank till the date of full payment on the Dues including the Loan plus the interest except on the default interest portion, as also if any interest remains unpaid on any date when it is due or payable, then the unpaid interest will be compounded monthly or in such other manner as may be permitted by the Utkarsh Small Finance Bank Ltd.
- 12. I/We shall pay all costs, charges and expenses, including stamp duty and legal costs on actual basis and other charges and expenses which may be incurred in preparation of any documents related and/or incidental to Loan, as also for the enforcement of attempted enforcement of the security created to secure the Dues. I/We hereby authorise the Bank to debit my/our account(s) kept with Bank towards any charges/servicing the Loan and other Dues and upon my/our failure to meet any shortfall in case the value of Gold Security falling lower than the required margin of the Bank as applicable from time to time within 7 working days from the date of postage of notice from the Bank in this regard.
- 13. I/We hereby authorize the Bank to carry out the Real Time Gross Settlement (RTGS)/National Electronic Fund Transfer ("NEFT) transaction as per details mentioned in the application. We understand that IMPS/RTGS/NEFT request is subject to the RBI regulations and guidelines governing the same.
- 14. I/We agree that any payments required to be made by me/us hereunder or towards the Dues including but not limited to the interest/ change/revision/maintenance/ enhancement of margin / processing fees/payment of Loan amount principal, in whole or part, shall be made by me/us through such modes as the Bank may permit including (without limitation) Electronic Clearing System (ECS) Standing Instruction (SI), by use of authorising debit/use of credit cards or debit cards, online payment through the official website of the Bank, mobile platforms, mobile banking and interactive voice response pursuant to calls made by authorized officials of the Bank or to the phone numbers specified by the Bank, and subject to such further terms and conditions in this regard as may be communicated to me/us by the Bank. I/We fully understand and agree that the Bank shall in no manner be responsible for the consequences of any disclosure on my/our part of any personal and/or loan details to any unauthorised personnel falsely representing himself/herself as being in any manner connected to the bank, and all risks in this regard shall lie with me/us.
- 15. Without prejudice to the generality of the aforesaid, as far as ECS/SI modes are concerned I/we shall execute such mandate to such bank with which we have an account for the purposes of ECS or execute such mandate with the Bank itself for the purposes of SI as the Bank may require; we shall get such ECS mandate accepted by such bank in relation to such account, we shall at all times maintain sufficient balance in such account for the purposes of payment of the Dues and periodic payment of interest and I/we confirm that such account, the bank and the form and manner of the said mandate and execution and acceptance thereof shall be as may be required by the Bank and to the complete satisfaction of the Bank. We agree and confirm that, in case of ECS, forthwith ECS mandate is given by me/us to the bank to which the in the Bank issuing instructions the said bank shall transfer a sum equivalent to the Dues (as communicated by the Bank) or as the case may be equivalent to the interest amount due from me/us (as communicated by the Bank) to the account specified by the Bank in this regard. In case of SI, I/we hereby irrevocably authorize the Bank to debit from my/our designated account held by me/us with the Bank such sums towards the Dues or as the case may be interest (as communicated by the Bank) on the respective due date(s). I/We agree that we shall be solely and fully able and responsible for all risks associated with the aforesaid modes of payment and for ensuring that adequate security measures are taken while using any of the aforesaid modes of payment we agree and acknowledge that the Bank shall not in any way be responsible or liable for the same. I/We shall make myself/ourselves aware of all risks related to and security measures required for the aforesaid purpose including from our bankers and service providers. I/We agree that I/we shall not, at any time until the Loan is repaid in full along with all Dues to the Bank, withdraw, revoke or vary (except with the express consent in writing of the Bank) an
- 16. I/We hereby represents and warrant(s) that
 - (a) I/We am/are citizen(s) of India
 - (b) I/We confirm(s) that my/our title to the Gold Security deposited to be deposited by me/us as security is not defective/challenged by any person in any manner, nor is it spurious or of inferior quality as it has been acquired by me/us from genuine sources, is genuine gold is my/our bonafide property and no other person has any claim, than of charge against it.
 - (c) I/We shall utilize the Loan solely for the purpose stated in the application form/sanction letters and the Loan will not be used for any other purpose including any speculative or anti-social purpose, or for the purchase of gold or investment in speculation of gold.
 - (d) All declarations made by me/us including the declaration on relationship with other bank(s) the financing Bank herein are true and complete and no material information has been suppressed/withheld
 - (e) I/We shall perform and am/are bound by all the covenants/conditions set out herein, in the sanction letter and any further conditions as may be prescribed by the Bank and
 - (f) I/We confirm(s) the Bank is not representing the value of the Gold Security to me/us in any manner whatsoever. I/We recognize that for valuation at times detailed Audits are required, which the Bank may conduct in its discretion from time to time.
- 17. The Bank may without assigning any reason and upon written notice to me/us cancel in full or in part the Loan and demand repayment thereof. Upon such notice, the said Dues shall become forthwith due and payable by me/us to the Bank.

- 18. The following events shall constitutes events of default hereunder (each an "Event of Default"), upon the occurrence of any of which the said dues shall become immediately due and payable by me/us to the Bank and further enable the Bank inter alia to recall the Loan and/or enforce the Gold Security and other security, if any furnished hereunder and sell the same.
 - a) Failure on my/our part to perform any of my/our obligations hereunder or under the sanction letters or any circumstance or event occurs which adversely affects my/our capacity to repay the Loan and/or Dues or any part there of or perform any of my/our obligations.
 - b) If any of the representation's declarations, or statements or particulars made by me/us in the application, or herein, including in relation to the quality and quantity of the Gold Security, are found to be false, misleading of
 - c) In case the Loan is to be repaid by way of bullet repayment, if the Loan is not repaid along with all outstanding Dues on the date of maturity or earlier recall of the Loan by the Bank.
 - d) In case the Loan is to be repaid by way of EMIs, if we fail to pay any EMI or any other Dues on its due date or when demanded by the Bank.
 - e) In the event of non-servicing of interest by me/us on any due date.
 - f) Upon detection of any fraud including a systemic fraud in relation to the quality of the Gold Security by the Bank.
 - g) If the value of the said Gold Security falls lower than the required margin of the Bank as applicable from time to time, due to change in market price (whether actual or reasonably anticipated) or any other reason or if there is any deterioration or impairment of any security or any part thereof, which causes the security in the judgment of the Bank to become unsatisfactory in character or value.
 - h) If it is discovered that there is any collusion between the assayer and me/us resulting in a fraudulent or erroneous valuation of the Gold Security or in case the Bank has a reasonable suspicion in this regard.
 - $i) \hspace{0.5cm} \text{If any attachment, distress, execution or other process against me us or any of the security is enforced or levied upon:} \\$
 - i) In the event of death, insolvency, failure in business, commission of an act of bankruptcy of either of us Customer(s):
 - k) If at any time before the Loan is repaid in full along with all Dues to the Bank, there is any withdrawal, revocation or variance/modification (except with the express consent in writing of the Bank) of any ECS and/or St mandate /instructions and/or PDC's or any other instrument/mode of payment issued by me/us pursuant to the terms hereof,
 - 1) An attempt by me/any of us, without prior written consent of the Bank, to create any charge, lien, mortgage or any other encumbrance over the Gold Security.
 - m) If/we fail to pay any charges payable for dishonour of the SPDCs in terms and conditions hereof
 - $n) \\ If any of the SPDCs delivered or to be delivered by me/us for stop payment of any SPDC deposited by me/us with the Bank, for any reason whatsoever.$
 - o) If any instructions given by me/us for stop payment of any SPDC deposited by me/us with the bank, for any reason whatsoever.
- 19. Upon the occurrence of an Event of Default, without prejudice to any other rights that the Bank may have under applicable law or otherwise, the Bank shall be entitled to sell by private treaty or public auction or otherwise the Gold Security in the open market after giving me/us a notice of 7 working days (which shall mean days on which banks at the place where the branch of the Bank from which the Loan is disbursed is located are open and working in their regular course of business) which I/we agree is a reasonable period for the purposes of Section 176 of the Indian Contract Act, 1872.

The proceeds so realized from the sale of the Gold Security shall at the Bank's discretion be utilized towards the repayment of Dues under the Loan. In the event that the proceeds so realized are insufficient to meet the amount of Dues, the Bank may (without prejudice to the right of the Bank to otherwise do so) take such other and further actions as it may deem necessary to realize the balance amount from me/us provided that the Bank shall not be obligated to first exhaust the remedy of enforcing/selling the Gold Security before initiating any other legal actions/proceedings and shall be entitled to take initiate such legal proceedings/actions against me/us and/or other persons at any time at Bank's discretion, whether prior to simultaneously or subsequent to other remedies including sale/enforcement of Gold Security. In case of more than one Customer, I/we agree that my/our liability shall be joint and several. I/We hereby authorise and give consent to the Bank to disclose (without adding any obligation on the Bank to do so), without notice to me/any of us. my/our name(s), default details, loan, interest details, Gold Security details, information furnished by me/us in application form(s) related documents my/our executed to be executed in relation to the facilities availed from the Bank, to such authority / regulator, public at large or such persons as may be deemed fit by Bank for the purposes of auction, enforcement or sale of Gold Security etc. I/We waive the privilege of privacy and privity of contract.

- 20. I/We agree that any notice (including notice of sale of Gold Security) be addressed at my/our address mentioned in the application form and may be sent via: (a) Register AD (b) hand delivered or (c) sent via emails to the email address mentioned in the application form. (d), short message service (sms) to my/our mobile phone(s): (e) by any other postal mode; or (h) by courier. Such service shall be deemed to have been effected in case of delivery by Registered AD or any other mode of postal service, on the expiry of the 4th day of such posting and in case of delivery by hand or by courier on the date on which it is delivered, if given or made by email, upon receipt of mail delivery report 2 confirming dispatch, in case any such notice is sent by more than one of the modes specified in this Clause 25, whichever is the earliest. We hereby undertake to keep the Bank informed at all times in writing of any change in my/our mailing address, email id, phone and mobile number(s) and to obtain Bank's written acknowledgement on the intimation given to Bank for any such change. Any notice as aforesaid by the Bank to me/us to any of the aforesaid address, email id, phone and mobile number(s) shall be valid and due notice by the Bank to me/us and shall be deemed to have been properly and fully delivered to/on me/us and the service completed on the respective days/dates as mentioned aforesaid irrespective of the fact that the same may be returned undelivered for any reason and in any such case of non-delivery the Bank shall not be required give any further notice through said modes or alternative modes even if postal authorities or the other medium(a) advise/inform/show in such case that we are not residing or available or found at such addresss or for any address or number not being functional, in order or matched and I/we shall not be entitled to raise any objection and hereby waive any objection I/we may have in respect of non-delivery etc. including for any of those address, email id, phone and mobile number(s) as p
- 21. The Gold Security or such part of the Gold Security as has not been sold pursuant to the terms hereof will be released only after payment in full of the said Dues by me/us to the Bank to the complete satisfaction of the Bank and only after a notice given thereafter by me/us to the Bank of at least [7] working days (being days on which the Bank is working) from the date of such final payment. The Bank may release the Gold Security as aforesaid to me/us, and in case of co-Customers to either of us. In case of co-Customers, the Bank shall not be in any manner liable to any of the co-Customers for releasing the Gold Security or any part thereof to any one of them upon repayment/payment of the Dues as set out herein and the Bank shall upon release to either of the co-Customers of the Gold Security or any part thereof be discharged from any and all abilities in that regard. Upon failure on my/our part to collect the Gold Security from the Bank within [7] working days as aforesaid, the Bank shall charge service charges at such rate as shall be specified by the Bank in the sanction letter or otherwise, for each day after the 7th working day on which the Gold Security continues to be kept with the Bank and once such service charges become applicable due to my/our failure to collect the Gold Security from the Bank within the stipulated time, the Bank shall release the Gold Security upon payment by me/us of the service charges to the Bank in full. However, in case of any failure on my/our part to so collect the Gold Security for a period of 3 months from the date of closure of the Loan, the Bank shall have the right to sell or otherwise dispose off the Gold Security for the purposes of recovering the service charges due from me/us to the Bank on account of such failure on my/our part and in case there is any balance remaining post the appropriation of the sale proceeds towards the service charges due from me/us, the Bank may send the a same via demand draft or pay order to my/our address as set out in the application
- 22. In addition to any general lien or similar right to which the Bank as bankers may be entitled by law, practice, custom or otherwise the Bank may at any time and without notice to me/us combine or consolidate all or any of the my/our accounts with and liabilities to the bank and set off transfer any sum of Sums standing to the credit of any one or more of such accounts in our towards satisfaction of any of my/our liabilities to the bank on any other account or in any other respect, whether such liabilities be actual or contingent primary or collateral and several or joint. The bank may also exercise lien on any gold security in respect of dues in relation to any other account/s held by me/us with the Bank.
- 23. The Bank shall have the right to stipulate any other and further terms and conditions that it may deem fit at any time prior to or after the grant of the Loan, which shall be binding on me/us. All rights of the Bank stipulated herein shall be in addition to the rights, powers and remedies available to the Bank under law. The Bank reserves the right to retain the photographs and documents submitted with this application and will not return the same to me/us. The Bank shall, without reference to or any intimation to me/us, be absolutely entitled and have full power and authority to sell, transfer, assign or securitize to any third party or person as the Bank may decide, the facility, any and all outstanding Dues, any rights, benefits and/or obligations hereunder in any manner, in whole or in part and on such terms as the Bank may decide. Any such assignment shall be binding on me/us. We shall not be entitled directly or indirectly to sell/transfer/assign my/our benefits or obligations hereunder without the prior written permission of the Bank.
- 24. All disputes arising out of and/or relating to the Loan and this document including any collateral document shall be subject to the exclusive jurisdiction of the Courts/Tribunals of the city in which the branch of the Bank granting the Loan is situated Provided however that if any dispute arising is below the pecuniary jurisdiction limit of the Debt Recovery Tribunals established under Recovery of Debts and Bankruptcy Act (RDB Act), 1993, then such dispute shall be referred to arbitration in accordance with the provisions of the Arbitration and Conciliation Act 1996 as may be amended, or its re-enactment, by a sole arbitrator, appointed by the Bank. The costs of such arbitration shall be borne by the losing party or otherwise as determined in the arbitration award. If a party is required to enforce an arbitral award by legal action of any kind, the party against whom such legal action is taken shall pay all reasonable costs and expenses and attorney's fees, including any cost of additional litigation or arbitration taken by the party seeking to enforce the award.
- 25. I/We understand that the sanction of this Loan is at the discretion of the Bank and upon my/our executing necessary documents, creating necessary security and completing other formalities as required by the Bank. I/We authorise the Bank to conduct such credit checks as it considers necessary in its sole discretion and also authorise the Bank to release such or any other information in its records for the purpose of credit appraisal/sharing or for any other purpose. I/We further authorise the Bank to make any enquiries with any other finance company/bank/registered credit bureau regarding my/our credit history with them and also authorise Bank to provide details of my/our credit history to any other bank/finance company registered credit bureau.
- 26. The Bank shall have the right to make disclosure of information relating to me/us Loan, facility, security defaults, obligations assumed by me/us, to the Credit Information Bureau of India (CIBIL) and/or any other governmental/regulatory/statutory or private agency as required under law from time to time. I/We hereby authorise and give consent to the Bank to disclose, without notice to me/any of us, information relating to me/us, the Loan facility, security, defaults, obligations assumed by me/us, as also any information furnished by me/us in application form(5) related documents executed in relation to the facilities availed from the Bank, to CIBIL, RBI, the Bank's other branches/Subsidiaries/affiliates/Credit bureau / Rating Agencies, Service Providers, other banks financial institutions, governmental/regulatory authorities or third parties who may process the information, publish it required, as also use for KYC information verification, credit risk analysis or for other related purposes. We waive the privilege of privacy and privity of contract.
- 27. I/We confirm having received, read and fully understood the terms and conditions applicable to this Loan and accept unconditionally hereby without notice any additional terms and conditions that the Bank may at any time stipulate and I/we will be bound by such amended terms and conditions.
- 28. I/We hereby confirm that we have read and/or have independently had the aforesaid terms and conditions translated accurately in my/our vernacular language and I we have completely understood the same to my/our satisfaction. We understand that disbursal of the Loan as also my/our acceptance of the sanction letter issued by the Bank shall be a deemed confirmation, agreement and declaration on my/our part that these terms and conditions shall apply to the Loan disbursed/sanctioned. I/We understand and agree that there will be a service tax applicable on all such charges which are in nature of fees.