

APPLICATION FORM FOR LOAN/OVERDRAFT AGAINST GOLD सोने पर लोन / ओवरड्राफ्ट के लिए आवेदन फॉर्म

Loan Account No / लोन अकाउंट नं	
Branch Code / शाखा कोड	Place / स्थान
Branch Name / शाखा का नाम	Date / तिथि
Packet ID / पैकेट आईडी Referral Code / रे	arten कोड
Type of facility : () Bullet () Monthly / सुविधा का प्रकार () बुलेट () य	ાં થલી
Personal Details of Applicant / आवेदक का व्यक्तिगत विवरण	
Mr. / 别 Ms. / 刊刻	
Applicant's Name / आवेदक का नाम	
/ Application / Strict Print	
DOB (DD / MM / YYYY) Gender: जन्म तिथि (दिन / माह / वर्ष) लिंग	पुरूष स्त्री ट्रांसजेंडर Borrower's Photo
Category: General Schedule caste Schedule संवर्ग सामान्य अनुसूचित जाति अनुसूचित ज	नजाति ओबीसी अल्पसंख्यक अन्य (उधारकता का फाटा)
PAN No Form 60 पाँच नं.	
Permanent (local) Address / स्थायी (स्थानीय) पता	
CityState	Pin Code
शहर राज्य MobileE-Mail	पिन कोड
मोबाइल ई-मेल Communication Address / पत्राचार का पता	
COMMUNICATION Address / Marian Mariant	
CityState	Pin Code
शहर	पिन कोड
Mobile E-Mail मोबाइल ई-मेल	
Marrital Status: Single Married Widow वैवाहिक स्थिति : अविवाहित विवाहित विधुर	ed Separated तलाकशुदा
Residential Ownership: Own Rental	Others (Please Specify)
आवास का स्वामित्व : अपना किराए का Education: Below Matriculation Undergraduate	अन्य (कृपया स्पष्ट करें) Graduate PG Others (Please Specify)
शिक्षा: मैट्रिक से कम अंडर ग्रेजुएट	ग्रेजुएट पीजी अन्य (कृपया स्पष्ट करें)
Applicant Employment / आवेदक का रोजगार	
Details:	Annual Income (INR):
विवरण:	वार्षिक आमदनी (रू.)
Purpose of Loan/overdraft facility / लोन/ओवरड्राफ्ट सुविधा व	ग प्रयोजन
Agriculture and Allied / खेती तथा संबंधित Animal Hus	bandry / पशु पालन
Trading / व्यापार Education	/ शिक्षा
Service / सर्विस Repay Loa	n to Informal Sector / अनौपचारिक क्षेत्र के लोन को चुकाना
Manufacturing / उत्पादन Others (Ple	ase Specify) / अन्य (कृपया स्पष्ट करें)
Nomination / नामांकन	
Nomination in respect of gold jewellery/ ornament/ gold secu	urity pledged and in the custody of Fincare Small Finance Bank Ltd.
	nominate the following person to whom in the
	tody of Fincare Small Finance Bank Ltd., particulars whereof are given below, yment of outstanding amount in full subject to required documents submitted at
the time of claim by the nominee.	ymem or outstanding amount in foil sobject to required documents submitted di
ं बंधक तथा फिनकेयर स्मॉल फायनांस बैंक लि. की कस्टडी में रखे गए सोने की ज्वेल	री / आभषण / गोल्ड सिक्योरिटी के संबंध में नामांकन
	निम्नलिखित व्यक्ति को फिनकेयर स्मॉल
	रण नीचे दिया गया है, को मेरी मृत्यू की स्थिति में फिनकेयर स्मॉल फायनांस बैंक लि. द्वारा, उन्हें पूरी बकाया
राशि को लौटाए जाने पर तथा नामित द्वारा दावा किए जाते समय अपेक्षित कागजात पे	

Nominee's Name	Address		
Relationship with Applicant	Age	eIf Nominee is Minor Her/His DOB//	
As the nominee is minor on this date I/We appoint (G	Guardian) Name		
Address			
		अगर नामित व्यक्ति नाबालिग है तो उसकी जन्म तिथि//,	
चूंिक इस तिथि को नामित व्यक्ति नाबालिग है, मैं/हम (अभिभावक) ना		9	
पता			
become entitled to the return of the Gold security p	pledged and in the custody of Fi	ether testamentary or otherwise and the nominee shall Fincare Small Finance Bank Ltd. against payment of all r to this, I confirm that on such return Fincare Small Finance Borrower's Signature	€
मैं पुष्टि करता हूं कि यह नामांकन मेरे द्वारा की गई किसी अन्य घोषणा,	चाहे वह वसीयत के रूप में हो या अन्यथा व	को अप्रभावी करेगी तथा नामित व्यक्ति फिनकेयर स्मॉल फायनांस बैंक लि. की	
- कस्टडी में रखे गए बंधक गोल्ड सिक्योरिटी को लौटाए जाने का हकदार	बनाएगी, जिसके लिए अन्य सभी व्यक्तियों व	को छोड़कर उसे फिनकेयर स्मॉल फायनांस बैंक लि. को देय सभी बकाया राशिय	गें
का भुगतान करना होगा. इसके अलावा, मैं पुष्टि करता हूं कि यह लौटाय	ग जाना फिनकेयर स्मॉल फायनांस बैंक लि.	रिलीज तथा डिस्चार्ज करेगा.	
		उधारकर्ता के हस्ताक्षर	
Ownership Declaration			
I, Mr./Ms. hereby decla	re that the ornament/s referred	to herewith belong to me and I am the owner of the sam	ne.
The gold provided by me is Ancestral Gifted	Self Purchased	(Tick whichever is applicable).	
		Borrower's Signature	
स्वामित्वधारक के हस्ताक्षर			
मैं, श्री/सुश्री एतद्द्वारा घोषणा क	oरते हैं कि यहां संदर्भित आभूषण मेरे हैं तथा	॥ मैं उनका मालिक हूं.	
मेरे द्वारा प्रदान किया गया सोना पैत्रिक 🔃 उपहार में प्राप्त			
		उधारकर्ता के हस्ताक्षर	

For Of	ficial Use Only							
Loan I	Details (In case of Multi tranche) Sanctio	n Amount			Disbursal 1	ranche 1		Disbursal Tranche 2
Loan c	mount/Overdraft limit INR	Lo	an acco	ount /Ove	erdraft acc	ount No _		Customer ID
Tenure	Rate of Interest*(Per A	4nnum)*_		_ Interes	t Payment	Frequenc	У	Penal ROI (Per Annum)
Penalty	y on Non-Repayment of Principal							
		1					,	
Mode	of Disbursal: Account Credit	C	ash	I	Fincare Sav	ings Bank	Account	Business Correspondent
Appro	isal Certificate							
		appraised by	y me as	per norm	s. I certify c	ınd guara	ntee that t	the weight, fitness, purity, genuineness an
valuati	on of the jewels described in the bel	ow given sc	hedule d	are true c	ınd correct			
								only) by taking pledge of total
jewelle	ery of grams as security towards	above said	l amoun	t. Details	of the gold	are men	tioned belo	OW.
Detai	Is of the Pledged Articles (Gold C)rnaments	and Ot	her Artic	cles)			
				Gross		Net		
S. No.	Full Details of Jewels Pledged	No. of Items	Carat	Weight	Deductions	Weight		
								Jewellery Photo
								Jewellery Photo
			Total					Jewellery Photo
1st Ap	praiser's Code and Name;							Signature
2nd A	ppraiser's Code and Name;							Signature
	ration and Acknowledgement of				5			
								ned herewith. I will repay the interest & more fully mentioned in the appraisal
certific	ate. I accept and acknowledge the							
	only), the Fincare Small Finance Bank Ltd. Id	oan/overdro	aft facilit	y.				
							Above	Borrower Identified and Loan Sanctioned
	Signature of Borrower							Signature of BOM

^{*}The rate of interest is linked to market benchmark and may be subject to periodic reset. Please refer terms and conditions for more details.

Demand Promissory Note	
On demand I,	
Ltd. or order at its office or branch or wherever else demanded, a sum of INR	Revenue Stam
(Rupeesonly) for value received together with interest* at the rate of%	(Signature)
per annum charged from date hereof until payment in full for value received.	

Date Place

Acknowledgement of Loan/overdraft facility Application Form

Dear Sir / Madam,	
We acknowledge receipt of Application Nofrom Mr./Ms	for
Loan amount/overdraft facility of	oplication as early as possible after receipt of all necessary
documents as required by Fincare Small Finance Bank Ltd	
Date:/	For Fincare Small Finance Bank Ltd., Authorized Official

Sanction Cum Disbursal Order

Fincare	Small Finance Bank Ltd Customer ID -							
Loan ID								
Fincare	Small Finance Bank Ltd. hereby sancti	ons a Loc	an/overd	raft facili	ity of INR		/-	(Rupees:
		onl	y) again:	st the go	ld pledged	by the b	orrower, as secu	rity, as per the appraisal certificate
Mode	of Disbursal: Account Credit	С	ash 📗	I	Fincare Sav	vings Bank	k Account	Business Correspondent
Detail	s of the Pledged Articles (Gold Orr	naments	and Ot		cles)			
S. No.	Full Details of Jewels Pledged	No. of Items	Carat	Gross Weight	Deductions	Net Weight		
								Lavrallam - Dla aka
								Jewellery Photo
							-	
							-	
							-	
								Jawallan, Phata
								Jewellery Photo
							-	
							-	
			Total					Jewellery Photo
Borrow	er's Name				Number	of Items		
Date of	f Sanction/Disbursal				Loan/ove	erdraft An	nount :- INR	
Tenure	:				Processin	ng Fee :		+ GST
Rate of	Interest* :% Per Ann	num			Principal	Payment	Mode :	
Interest	Payment Mode:) :
	on Non-Repayment of Principal				Total Gol		,	
Stamp	Charges:			•••••			/aluation:	
Other C	Charges :				22KT lend	ding Rate	Per Gram	
Purpose	e of Loan :							
_	:- Borrower shall ensure that at any tim tage as stipulated by lender time to tir		gate amo	ount outs	tanding is r	not more	than 85% of valu	e of pledged article or such other
	n :- Fincare Small Finance Bank Ltd. ma oplication.	y auction	the gold	d as per i	ts policy inc	case of a	ny breach of terr	ms and conditions of
	Signature of BOM							
Declare	ation							
Laccep	ot the terms and conditions mentioned	in the Fir	icare Sm	all Financ	ce Bank Ltc	d. applica	ation signed by m	ne. I will repay the interest &
princip	al on the stipulated date/s promptly. A	s security	for the L	oan/ove	rdraft facili	ty, I have	pledged the Go	old more fully mentioned in the
apprais	sal certificate.							
	Borrower's Signature							
	Signature of Borrower							

*The rate of interest is linked to market benchmark and may be subject to periodic reset. Please refer terms and conditions for more details.



Declaration Cum Terms and Conditions of Loan/overdraft facility Collateralized by Gold

I hereby garee 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. The Borrower acknowledges that the Lender shall have no liability for any consequences arising out of any erroneous details provided by the Borrower. The Borrower authorizes the Lender to carry out such credit checks/ background verifications and at such time as it may deem necessary. The Borrower understands that the sanction of the loan/overdraft facility is at the sole and absolute discretion of Lender and upon the Borrower executing necessary security and other formalities as required by Lender. The terms and conditions agreed under this Form shall be binding on the Parties on and from the date of execution hereof. It shall be in full force till the loan / overdraft facility is fully amortized/repaid along with any other amount due and payable to the Lender and fully settled under this form as well as all other agreements, documents which may be subsisting/ executed between the Parties. In case of any change in terms and conditions of this Form, such change shall be intimated to the Borrower in writing.
- 2. Interpretation: In the Form, where the context admits(I) words importing the singular include the plural and vice versa: (iii) the words "include" and "including" are to be construed without limitation; (iii) in this Form, reference to statutes shall include any modification or amendment thereto and re-enactment or extension thereof for the time being in force; (iv) headings to Clauses, are only for convenience and shall be ignored for the purpose of interpretation of this Form; (vi) time is of the essence in the performance of the Parties' respective obligations. If any time period specified herein is extended, such extended time shall also be of the essence; (vii) "in writing" includes any communication made by letter or e-mail or through mobile communication.
- 3. Clear title to gold: The Borrower promises, assures undertakes Confirms that the Borrower is the owner/joint-owner and is in possession of the Gold which the Borrower has owner and is in possession of the Gold which the borrower has created a first and exclusive charge by way of pledge in favour of the Lender during the tenor of the loan / overdraft facility as per the terms of this Form and no other person/entity will claim the ownership of the said security other than the Borrower who signed the Form. In the event, the Borrower conceals any material fact(s) with or without an intention to deceive the Lender, then the Borrower shall be subject to penal liability and the Borrower shall also be personally liable to discharge or foreclose the Borrower's Dues without prejudice to the other rights of the Lender.
- 4. Interest, Additional Interest, Revision in Interest Rate & 4. Interest, Additional interest, Revision in Interest and a & Payment of other expenses: The rate of interest is linked to the latest 10 years government security yield as on 1st day of month of disbursement plus applicable margin. The reset frequency shall be 3 months. To pay interest which shall be computed on the basis of rate of interest as mentioned under application the basis of rate of interest as mentioned under application form and is rounded off to the next rupee calculated on monthly rests and any other charges shall be computed on the basis of a year of -365- (Three Hundred And Sixty Five) days. In the event of foreclosure of the loan / overdraft facility, the Interest shall be calculated up to the date of actual foreclosure. The rate of Interest shall be calculated for the principal outstanding amount to be payable by the Borrower. Additional Interest shall mean an interest which will start accruing on any amount which remains outstanding and payable by the Borrower to the Lender as per this Application payable by the Borrower to the Lender as per this Application Form, whether the amount is the principal amount of the loan / overdraft facility, or the interest payable or any other dues and such accrual shall commence from the date of default. The Lender shall have the discretion of changing or revising such interest rate, interest payment dates or periods from time to time based on the Lender's internal policy decisions which decision(s) of the Lender shall be final and binding on the decision(s) of the Lender shall be final and binding on the Borrower and the Lender shall not be required to give any reasons therefor and the Borrower hereby waives any objection it may have in that regard. The Borrower shall pay forthwith on demand to the Lender all costs and expenses (including stamp duties and legal costs if any). To fully indemnify the Lender for the costs incurred and/or to be incurred by the Lender for investigation of the gold offered as security and for the preparation, execution, preservation, performance, enforcement and realization of the outstanding Loan amount, security documents and other instruments creating and/or security documents and other instruments creating and/or evidencing the creation of any security for the loan / overdraft facility and any other instruments required in connection with tacility and any other instruments required in connection with the Loan. All the costs (including advocates fees), charges, expenses, taxes, duties (including stamp duties) in connection with these terms and conditions mentioned under this Form and any documents executed pursuant thereto shall be borne and actificial to the December of the total to the content of the total total the total tota paid by the Borrower alone. If any such cost is incurred by the Lender on Borrower's account, then the Borrower shall forthwit reimburse the same to the Lender forthwith on demand.
- 5. Details and Mode of disbursement: The Lender shall disburse the the loan / create an overdraft facility to/for to the Borrower as a lump sum amount in a single tranche or in suitable instalments depending upon the needs of the Borrower, against pledge of Gold based on certain representations as mentioned under this Form, made by the Borrower to the Lender. The decision of the Lender shall be final, conclusive and binding upon the Borrower, with respect to disbursal of the loan / creation of an overdraft facility, whether in a single tranche or in instalments. Disbursement shall be made in the mode suggested by the Lender, at its sole discretion and it shall be deemed to have been made to the Borrower on the date of the first disbursement by way of cheque or pay order or cash or electronic transfer or Borrower's e-wallet or on the date of setting up of the Loan account limitas per the regulatory guideline. Interest on the Loan will begin to accrue in favour of the Lender as and from the date of first disbursement of the

loan / creation of an overdraft facility of the Loan

6. Amortization, Repayment, Prepayment and Renewal: To repay the Loan/overdraft facility, as stipulated in application form attached hereto, subject to any other changes in such repayment as may be communicated subsequently in writing by the Lender to the Borrower. However, in the event of delay of advancement, for any reason whatsoever, in the disbursement of the Loan/set up of overdraft facility, the Due Date of payment shall in such case be the corresponding day of the following months to the day currently stated in the application form which is attached hereto. The Borrower shall repay the amount of the arrached netero. The Borrower shall repay the amount of the Loan/overdraft amount together with Interest, Additional Interest and all such other sums due and payable by the Borrower to the Lender, in the mode suggested by the Lender in its sole discretion, which may be by way of cash or standing instruction or National Automated Clearing House mandate or cheque, at the place as agreed between the Parties which can be office of the Lender. Additional Interest shall mean an interest which will start accruing on any amount which remains outstanding and payable by the on any amount which remains outstanding and payable by the Borrower to the Lender as per this Application Form. Lender may confirm on such conditions as it may deem fit, including without limitation the payment of prepayment or part payment charges as the case may be, as stipulated by the Lender, which prepayment and/or part payment charges may be applied and collected by the Lender as the Lender may deem fit. In case of repayment by way of EMIs, in the event the Borrower prepay only part of the Lender and the Pure the pay that the pay and other Pure than outstanding the EMI. part of the Loan and other Dues then outstanding, the EMI amounts shall continue to be the same as far as possible, with a proportionate reduction in the number of EMIs, unless the Lender decides otherwise.

Unless otherwise agreed by the Lender/Bank, In case if any amount is prepaid by the borrower when he avails a Bullet loan/Overdraft facility, the same shall be adjusted first towards the principal, then towards interest and then towards any charges that are due from the customer. In case of EMI, the same shall be treated as an Advance EMI and will be allocated as per EMI due date. Any payment made towards Bullet loan after due date shall be first adjusted towards due interest, then towards charges and then principal outstanding.

Any payment due and payable under this Agreement for EMI/
Overdraft facility and made by the Borrower will be appropriated towards such dues in the order, namely:
a. Interest of the preceding EMI's/ dues,
b. Principal of the preceding EMI's/dues,
c. Interest of the current EMI's/dues,
d. Principal of the current EMI's/dues,

- Charges, costs, expenses, incidental charges and other moneys that may have been expended by Bank in connection with the loan
- Principal outstanding
 Lender shall have the right to require the Borrower to furnish such information/documents concerning his employment, trade, business or profession at any time and the Borrower shall furnish such information/documents forthwith. In the event the Lender permits any pre-payment, the repayment schedule shall be altered by the Lender at the request of the Borrower and the Borrower shall adhere to the altered re payment schedule. The Borrower may, before expiry of the date of signing the Form, request a renewal/enhancement of the Loan/overdraft facility which Lender may grant the Borrower at its sole and absolute discretion, subject to the continuation of the pledge over the Gold security in favour of Lender and provision of such other security and in such form as Lender may require and such variations in the rate of interest as Lender may prescribe as per its policies prevailing at the time of such renewal/enhancement
- 7. Timely payment: To ensure timely payments of all the outstanding amounts, by the Borrower on the respective due dates in full and all other amounts payable under this Form without any demur, protest or default and without claiming any set-off or counter claim on the respective due dates. Notice reminder or intimation in the manner as specified in the Form shall be served on the Borrower regarding his obligation and responsibility to ensure prompt and regular payment of interest and all other amounts payable by the Borrower to the Lender on the respective due dates. Failure to send notice, reminder or intimation by the Lender to the Borrower however does not preclude the Borrower from his liability of payment of interest
- 8. Security/Additional Security, Continuing Security:
 To create a first and exclusive charge on the Gold, as security by way of pledge in favour of Lender by depositing the same with Lender, to be kept with Lender during the tenor of the loan / continuation of the overdraft facility or till settlement of all dues, in such form and manner as may be required by Lender to secure the principal amount of the loan / overdraft facility together with laterat Additional Interest case: charges expenses steed the The principal amount of the loan / overgraft facility together with Interest, Additional Interest, costs, charges, expenses etc. due and payable by the Borrower to the Lender. In the event the security (Gold) furnished by the Borrower is subsequently found to be of inferior value to that as declared by the Borrower in this Application Form, the loan / utilised amount of the overdraft facility may be recalled Unutilised amount of the Overdraft facility may be revoked / repayment of the Loan may be accelerated by the Lender with immediate effect. In that event and additionally, without prejudice to the right to declare an Event of Default as per the terms of this Form, under and/or to right to sell bedoin as per the terms of mis form, indeer analyor to again to sen the Gold and/or exercise any other right or remedies available with Lender hereunder or under law, the Borrower shall, within stipulated days which is mentioned in the notice from the Lender in this regard, deposit with the Lender, such additional security, as may be required. To provide and furnish to the Lender, Additional Securify acceptable to the satisfaction of the Lender to bridge deficiency. The pledged security shall stand pledged and created as underlying security in favor of the Lender by way of first

and exclusive charge against the loan / overdraft facility and for and exclusive charge against the loan? Overdam facility and for all the indebtedness or liabilities of the Borrower to the Lender together with all interest, commissions, costs, charges and expenses payable to or incurred by Lender, including those for the enforcement of any of the security/ies. The Gold furnished by the Borrower to the Lender shall remain as continuing security to the Lender will be released, only upon payment in full of the dues outstanding under loan / overdraft facility by the Borrower to Lender. The Borrower undertakes that the said security and any other security furnished by the Borrower to Lender shall not be discharged/released by intermediate payment of the loan / overdraft facility and/or any settlement of accounts by the Borrower, till such time all the dues with respect to the loan / overdraft facility are fully paid to the satisfaction of the Lender, and the Lender consents in writing to discharge/release the security pledged to the Borrower.

- 9. Cross Liability: The Gold security created herein shall also be by the Borrower to the Lender, on any account whatsoever, by the Borrower to the Lender, on any account whatsoever, whether present or future, including any liability of the Borrower as a surety either singly or along with any other person, and (b) Loan granted / extended to the any other entity related to the Borrower, including the group companies/ associate of the Borrower as declared from time to time. The Borrower will create a first and exclusive charge by way of pledge of the Gold and other security in favor of the Lender and further that the Borrower shall not create any other charge or interest in the security which is pledged with the Lender, in favor of any other person or entity, except with the prior written consent of Lender. person of entity, except with the prior written consent of Lender. The Lender may at any time and without notice to the Borrower, combine or consolidate all or any of the Borrower's accounts with any liabilities to the Lender and set off or transfer any sum or sums standing to the credit of any one or more of such accounts in or towards satisfaction of any of the Borrower's liabilities to Lender on any other account or in any other respect, whether such liabilities be actual or contingent, primary or collateral and several or joint.
- 10. Representations and warranties by the Borrower: The Borrower represent(s) and warrant(s) that he / she / it / they:(a) shall observe and perform all its obligations under this Form; (b) shall utilize the loan / overdraft facility solely for the purpose stated in the Application Form and will not be used for purpose stated in the Application Form and with roll be used for any speculative, unlawful, illegal or anti-social purpose; (c) shall indemnify and hold the Lender saved and harmless from time to time and at all times from and against any and all loss, liabilities, damage, claims (including due to claims by a third party), expenses, charges, demands, penalties or other costs and consequences which may result from granting of the loan / overdraft facility to the Borrower or otherwise arising out of, in overard racility to the borrower of otherwise disting out of, in connection with, in relation to or pursuant to the terms and conditions or the loan / overdraft facility provided hereunder or arising out of any breach of representations, obligations or covenants of the Borrower including, without limitation, payment for any loss and damage which the Lender may make, suffer or sustain by reason or on account on sanctioning the loan / overdraft facility and shall upon request appear and defend at the Borrower's own cost and expense any action, suit or other proceedings which may be brought against the Lender in connection therewith. The Borrower shall further be liable to indemnify the Lender in respect of any and all expenses incurred by the Lender in enforcing or attempting to enforce these terms and conditions including legal fees and disbursements on a full indemnity basis; (d)shall furnish all documents/information as may be required by the Lender from time to time. The Lender may itself or through its agents verify any information given, check credit references, employment details and obtain credit reports or any references, employment details and obtain credit reports or any other information deemed necessary by the Lender, from time to time; (e) the Borrower does not appear on the RBI list of defaulters and Export & Credit Guarantee Corporation's (ECGC) caution list. Further, if any such proceeding is initiated by any of such departments, the Lender shall be promptly informed of the same. In the event, the Lender discovers that the said representation was incorrect at a later stage, or in case of non-reporting of any subsequent proceedings, the Lender shall be fully empowered to take any criminal action/ other suitable proceedings against the Borrower. It is further represented that the Borrower's names of appear on any lists, notifications or directions issued by the RBI not appear on any lists, notifications or directions issued by the RBI with respect to anti money laundering or combating financing of terrorism or any sanctions lists published by the United Nations Security Council with respect to terrorist related activities.
- 11. Inspection, Assignment & Disclosure: the Lender is entitled to inspect any of the books and records maintained by the inspect any of the books and records maintained by the Borrower with respect to the loan / overdraft facility advanced to the Borrower. The Lender shall have the right to create charge over the pledged security of the Borrower, in favour of any bank, institution or body by way of security for any refinance facility or any loan availed by the Lender from such bank, institution or body. The Lender reserves the right to assign/sell/securitize the Loan with or without security, if any, in any manner by transferring and/or assigning or otherwise all its right, title and interest which the Lender deems appropriate and the Borrower herby expressly agrees that in that event, the Lender is not required to obtain any permission or put any notice to the Borrower. The Borrower shall accept any such securitization and any such sale, assignment, or transfer and the notice to the Borrower. The Borrower shall accept any such securitization and any such sale, assignment, or transfer and the Borrower shall accept such other party (s) as creditors exclusively or as a joint creditor with the Lender, or as a creditor exclusively with the right of Lender to continue to exercise all powers hereunder on behalf of any such other party. The Lender shall also have the authority to seek and/or receive any information as it may deem fit in connection with the loan / exercised fractility and/or the Borower from any source or person overdraft facility and/or the Borrower from any source or person or entity to whom the Borrower hereby authorizes to furnish such information. The Borrower authorizes the Lender to disclose such required information/documents to RBI, Income Tax Authorities, Credit Bureau, third parties, Credit Rating Agencies, Databanks, Corporates, other banks, financial institutions or any other

Government or Regulatory Authorities, statutory authorities, quasi-judicial authorities for KYC information verification, credit risk analysis, or for any other purpose as may be required by the Lender. The Borrower waives the privilege of privacy and privity of contract.

- 12. Terms in relation to purity of gold and Valuation of pledged articles: (a)The Borrower confirms that the Borrower's title to the Gold is not defective or challenged in any manner nor it is spurious or of inferior quality. (b) the valuation of the Gold as pledged under this Form in favour of the Lender shall be done by an assayer authorized and appointed by the Lender and the loan / overdraff amount shall be determined by Lender on the basis of the value of the said pledge as set out in the valuation report supplied by the assayer. Such value shall be subject to the market price of the pledged Gold from time to time; (c)the Borrower confirms that the value of the Gold as maintained in Lender's record is acceptable, conclusive and final and binding on Borrower; (d) It is understood that by virtue of the Loan/overdraft facility being sanctioned by Lender to the Borrower, it does not mean, Lender confirms or accepts the Gold pledged is to be of a particular card purity; (e) If the Gold is found to be fake or spurious or of lesser purity, or stolen, Lender reserves the right to initiate appropriate investigation/criminal action as deemed fit. On account of this if any loss incurred by Lender, the Borrower shall be solely liable and responsible for the same; (f) It is clarified that only gold component of the pledged articles (if any) shall be considered for any valuation purposes and Lender will not consider the value of stone or diamond embedded in jewellery / ornaments at any time including at the time of loss replacement.
- 13. Margin: (a) the Borrower shall ensure that at all times aggregate amounts outstanding under the Form is as per the guidelines of the sanctioned facility or such other percentage as stipulated by Lender from time to time ("Margin"); (b) The value of the Pledged Articles shall be monitored on regular basis and if value of the Pledged Articles is less than the Margin requirements, the Lender may demand creation of additional security or repayment of loan/outstanding overdraft amount in part or full. The Borrower shall promptly upon such demand comply with the requirement; (c) In case of failure to comply with additional margin requirements by the Borrower, additional margin shortfall charges for every such breach shall be levied by the Lender; (d) Notwithstanding anything mentioned, if in the opinion of the Lender, value of the Gold or other pledged articles is not sufficient to discharge obligations of the Borrower or if there exists any circumstance which may materially affect the ability of Borrower to fulfil its obligations under this Form, the Lender may sell the Gold by auction at any time, even before the expiry of tenure.
- 14. Customer Copy & Enhancement of Loan/overdraft facility: At the time of disbursal of the Loan/overdraft facility to the Borrower and pledge of the Gold Security by the Borrower with the Lender, the Lender shall hand over: (a) A receipt to the Borrower acknowledging receipt of the Loan/sanction of overdraft facility by the Borrower ("Customer copy"); (b) The Gold Deposit Receipt is to be produced by the Borrower upon repayment of the Loan and at the time of return of the Gold security by Lender to the Borrower.

The Borrower may, at any time, request enhancement of the Loan/overdraft facility which the Lender may grant at its sole and absolute discretion, subject to such terms and conditions as the Lender may deem fit to impose, including without limitation the continuation of the pledge over the Gold Security in favor of the Lender and provision of such other security and in such form as the Lender may require and such variations in the rate of interest as the Lender may prescribe as per Its policies prevailing at the time of such enhancement.

15. NACH/ECS/SI mandates: The Bank may obtain NACH/ECS/SI mandates from the Borrower to enable the payment/repayment of the Dues. The Borrower shall deposit with the Lender, such duly signed NACH/ECS/SI mandates with the Lender named as the payee therein, as the Lender may in its absolute discretion require enabling the payment/repayment of the Dues. The Borrower agrees that the said NACH/ECS/SI mandates are to be used towards the Borrower's legal liability to the Lender pursuant to this Loan/overdraft facility. The Borrower further agrees, acknowledges, and confirms that the said NACH/ECS/SI mandates are intended to be used by the Lender to recover the Borrower's Dues to the Lender at any time as the Lender may

- consider it proper and hereby unconditionally and irrevocably authorize the Lender for the said purpose. On the applicable due date, the Lender shall have, in its discretion, unconditional and irrevocable authority and powers, as hereby given in favour of the Lender, to deposit the same towards payment/re payment of the Dues. The Borrower hereby confirms to ensure that sufficient funds are available in the account to which the said NACH/ECS/SI mandates relates to enable the Bank to present the same and recover the Dues. The Borrower hereby confirms of being aware of the fact that any dishonour of NACH/ECS/SI mandates so issued by the Borrower and presented by the Bank for payment would constitute an offence under Section 138 of the Negotiable Instruments Act 1881 and the Lender may take such action against the Borrower as may be advised. Prior to the said NACH/ECS/SI mandates issued by the Borrower pursuant to this Form being exhausted, the Borrower shall issue fresh mandate to the Lender, irrespective of whether being called upon by the Lender to do so, and the said instruments would be governed by the provisions hereof. The Borrower hereby undertakes to honour all the NACH/ECS/SI mandates when presented for payment by the Lender and not to take any steps, which in any way are likely to affect the payment thereunder to the Lender including without limitation issue any stop payment instructions. Further, the prior written consent of the Lender shall be required by the Borrower for changing the authorized signatories for the relevant bank account(s) of the Borrower and/or for changing or closing the bank account from which the NACH/ECS/SI mandates were issued. In the event the mandate is lost in transit/ misplaced or for any reason the Lender is not able to deposit any NACH/ECS/SI mandates in clearing, or if otherwise so required by the Lender, the Borrower agrees to forthwith give replacement NACH/ECS/SI mandates to the Lender. The Lender shall not in any way be responsible for delay, omission or neglect in encashment, damage, or loss of any mandate (given/to be given by the Borrower to the Lender in terms hereof) for any reasons whatsoever.
- 16. Events of default: Lender may, without assigning any reason and upon notice in writing to the Borrower, cancel in full or in part the Loan/overdraft facility and demand repayment thereof. Upon such notice, all dues including outstanding Loan/utilized overdraft facility along with interest thereon and any other charges, shall become forthwith due and payable by the Borrower to Lender. The following events shall constitute events of default under this Form ("Events of Default"), upon the occurrence of which any dues shall become immediately due and payable by the Borrower to the Lender and further enable Lender to enforce the security and any other security furnished hereunder and sell the same: (a) If the Loan/overdraft facility is not repaid on the date of maturity; (b) If the loan or Interest/Additional Interest or any other charges, expenses, costs which are to be paid as per the terms mentioned herein are not paid on their respective due dates; (c) In the event of default in payment of any other amount payable by the Borrower to the Lender as agreed and/or may accrue on the terms of the Form; (d) If any representations or statements or particulars made in the Application Form for the Loan/overdraft facility is found to be false, misleading or incorrect; (e) Upon detection of any systemic fraud in relation to the quality of the gold ledged by the Borrower with the Lender; (f) If the value of the gold security falls lower than the required margin of the Lender as applicable from time to time, due to change in market price or any other reason; (g) In the event of insolvency, failure in business, commission of an act of bankruptcy by the Borrower and in the event there is a reasonable apprehension that the Borrower would become the subject of proceedings under any bankruptcy or insolvency law; (h) Death of any Borrower, or the change of constitution of the Borrower without the consent of the Lender; (i) The security pledged and/or to be pledged with the Lender; for the Loan/overdraft facility is in jeopardy
- 17. Auction in case of default: In case of the Event of Default, the Lender shall have the right to take any of the following step(s): (a)To call upon the Borrower to pay forthwith the outstanding balance of the Loan/overdraft facility facility along with interest thereon and all sums payable by the Borrower as per the terms of the Form; (b)To call upon the Borrower to pay

- all claims, costs, losses and expenses, etc that may be incurred by the Lender as a result of any act or default on the part of the Borrower with respect to the Loan/overdraft facility facility and/or for the recovery of the outstanding dues (including legal/attorney fees) and/or on account of failure of the Borrower to fulfill, any of the terms and conditions under the Form; (c)Upon the occurrence of an Event of Default, Lender shall be entitled to sell the Gold Security in the open market by auction or by any other means as permissible under applicable laws. The auction shall be conducted by the Lender in compliance with the applicable law, by giving public notification of auction / advertisement and in compliance with the guidelines issued by RBI from time to time, after giving the Borrower a notice in writing of -15- (fifteen) business days which the Borrower agrees is a reasonable period for the purposes of Section 176 of the Contract, 1872. The proceeds so realized from the sale of the pledged articles shall be utilized towards the repayment of dues under the Loan/overdraft facility. In the event that the proceeds so realized are insufficient to meet the amount of dues, then the Borrower will be personally liable to make good the deficit and the Lender reserves its right to take further action for loss recovery. In case an excess amount is left after adjusting the sale proceedings against the outstanding dues of all active Loan/overdraft facility of the borrower, then the same shall be refunded to the Borrower through crossed account payee cheque/DD or electronic transfer. Such sale made by the Company cannot be disputed by the Borrower in any manner whatsoever and the Company will not be liable for any loss which may be incurred to the Borrower on such sale; (e)Disclose and publish the information about the Borrower and its default in the public domain including through social media; (f)Enforce any rights available to it under any law or contract.
- 18. Service of notice: Any notice (including notice of sale of Gold security) shall be sent to the Borrower(s)'s address mentioned in the Application Form which may be sentthrough-(a) Registered Post Acknowledgment Due (RPAD); or (b) Courier; or (c) Hand delivery; or (d) via email at the email address mentioned in the Application Form; and to the Lender, it may be sent through the same means on the following address: Fincare Small Finance Bank Ltd. 5thfloor, Bren mercury, kaikondanahalli, Sarjapur Main Raod, Bengaluru, Karnataka 560102 . Such services (to both Lender and the Borrower) shall be deemed to have been effected in case of delivery by hand on the date on which it is delivered, in case of delivery by RPAD / courier, post the expiry of the 2ndday of such posting and in the case of email, on receiving the delivery report of the same. Any notice or request required to be given under this Form to the Lender by the Borrower shall be given in writing. A Party may change or supplement the addresses given above, or designate additional addresses, for purposes of this Clause by giving the other Party written notice of the new address in the manner set forth above.
- 19. No Waiver: The delay in exercising or omission in exercising any right, power or remedy accruing to Lender upon any default under these terms and conditions, security documents or any other agreement or document in relation to the Loan shall not impair any such right, power or remedy nor shall be construed to be a waiver thereof or any acquiescence in such default. The action or inaction of Lender in respect of any default or any acquiescence by it in default shall not affect or impair any right, power or remedy of Lender in respect of any other default. The waiver of any default or delay under these terms and conditions by Lender or the Borrower shall not constitute awaiver of any subsequent delay or default of a similar or different nature.
- 20. Governing Law and Jurisdiction: This Form (which constitutes an agreement) shall be governed by and construed in all respects with the Laws in India and the Parties hereby mutually agree that any matter or issues arising hereunder or any dispute hereunder shall, at the option/discretion of the Lender, be subject to the exclusive jurisdiction of the Courts of the City of Ahmedabad and Bangalore. This shall however, not limit the rights of the Lender to file/take proceedings in any other Court of Law or Tribunal of Competent Jurisdiction.
- 21. Severability: Any provision of these terms and conditions which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction be ineffective only to the extent of prohibition or un-enforceability but that shall not invalidate the remaining provisions of these terms and conditions nor affect such provision in any other jurisdiction.

Name of the Borrower
Place
Date

Signature of Borrower



Declaration Cum Terms and Conditions of Loan Collateralized by Gold

I hereby garee 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. The Borrower acknowledges that the Lender shall have no liability for any consequences arising out of any erroneous details provided by the Borrower. The Borrower authorizes the Lender to carry out such credit checks/ background verifications and at such time as it may deem necessary. The Borrower understands that the sanction of the loan/overdraft facility is at the sole and absolute discretion of Lender and upon the Borrower executing necessary security and other formalities as required by Lender. The terms and conditions agreed under this Form shall be binding on the Parties on and from the date of execution hereof. It shall be in full force till the loan / overdraft facility is fully amortized/repaid along with any other amount due and payable to the Lender and fully settled under this form as well as all other agreements, documents which may be subsisting/ executed between the Parties. In case of any change in terms and conditions of this Form, such change shall be intimated to the Borrower in writing.
- 2. Interpretation: In the Form, where the context admits(I) words importing the singular include the plural and vice versa: (iii) the words "include" and "including" are to be construed without limitation; (iii) in this Form, reference to statutes shall include any modification or amendment thereto and re-enactment or extension thereof for the time being in force; (iv) headings to Clauses, are only for convenience and shall be ignored for the purpose of interpretation of this Form; (vi) time is of the essence in the performance of the Parties' respective obligations. If any time period specified herein is extended, such extended time shall also be of the essence; (vii) "in writing" includes any communication made by letter or e-mail or through mobile communication.
- 3. Clear title to gold: The Borrower promises, assures undertakes Confirms that the Borrower is the owner/joint-owner and is in possession of the Gold which the Borrower has owner and is in possession of the Gold which the borrower has created a first and exclusive charge by way of pledge in favour of the Lender during the tenor of the loan / overdraft facility as per the terms of this Form and no other person/entity will claim the ownership of the said security other than the Borrower who signed the Form. In the event, the Borrower conceals any material fact(s) with or without an intention to deceive the Lender, then the Borrower shall be subject to penal liability and the Borrower shall also be personally liable to discharge or foreclose the Borrower's Dues without prejudice to the other rights of the Lender.
- 4. Interest, Additional Interest, Revision in Interest Rate & 4. Interest, Additional interest, Revision in Interest and a & Payment of other expenses: The rate of interest is linked to the latest 10 years government security yield as on 1st day of month of disbursement plus applicable margin. The reset frequency shall be 3 months. To pay interest which shall be computed on the basis of rate of interest as mentioned under application the basis of rate of interest as mentioned under application form and is rounded off to the next rupee calculated on monthly rests and any other charges shall be computed on the basis of a year of -365- (Three Hundred And Sixty Five) days. In the event of foreclosure of the loan / overdraft facility, the Interest shall be calculated up to the date of actual foreclosure. The rate of Interest shall be calculated for the principal outstanding amount to be payable by the Borrower. Additional Interest shall mean an interest which will start accruing on any amount which remains outstanding and payable by the Borrower to the Lender as per this Application payable by the Borrower to the Lender as per this Application Form, whether the amount is the principal amount of the loan / overdraft facility, or the interest payable or any other dues and such accrual shall commence from the date of default. The Lender shall have the discretion of changing or revising such interest rate, interest payment dates or periods from time to time based on the Lender's internal policy decisions which decision(s) of the Lender shall be final and binding on the decision(s) of the Lender shall be final and binding on the Borrower and the Lender shall not be required to give any reasons therefor and the Borrower hereby waives any objection it may have in that regard. The Borrower shall pay forthwith on demand to the Lender all costs and expenses (including stamp duties and legal costs if any). To fully indemnify the Lender for the costs incurred and/or to be incurred by the Lender for investigation of the gold offered as security and for the preparation, execution, preservation, performance, enforcement and realization of the outstanding Loan amount, security documents and other instruments creating and/or security documents and other instruments creating and/or evidencing the creation of any security for the loan / overdraft facility and any other instruments required in connection with tacility and any other instruments required in connection with the Loan. All the costs (including advocates fees), charges, expenses, taxes, duties (including stamp duties) in connection with these terms and conditions mentioned under this Form and any documents executed pursuant thereto shall be borne and actificial to the Description. paid by the Borrower alone. If any such cost is incurred by the Lender on Borrower's account, then the Borrower shall forthwit reimburse the same to the Lender forthwith on demand.
- 5. Details and Mode of disbursement: The Lender shall disburse the the loan / create an overdraft facility to/for to the Borrower as a lump sum amount in a single tranche or in suitable instalments depending upon the needs of the Borrower, against pledge of Gold based on certain representations as mentioned under this Form, made by the Borrower to the Lender. The decision of the Lender shall be final, conclusive and binding upon the Borrower, with respect to disbursal of the loan / creation of an overdraft facility, whether in a single tranche or in instalments. Disbursement shall be made in the mode suggested by the Lender, at its sole discretion and it shall be deemed to have been made to the Borrower on the date of the first disbursement by way of cheque or pay order or cash or electronic transfer or Borrower's e-wallet or on the date of setting up of the Loan account limitas per the regulatory guideline. Interest on the Loan will begin to accrue in favour of the Lender as and from the date of first disbursement of the

loan / creation of an overdraft facility of the Loan

6. Amortization, Repayment, Prepayment and Renewal: To repay the Loan/overdraft facility, as stipulated in application form attached hereto, subject to any other changes in such repayment as may be communicated subsequently in writing by the Lender to the Borrower. However, in the event of delay of advancement, for any reason whatsoever, in the disbursement of the Loan/set up of overdraft facility, the Due Date of payment shall in such case be the corresponding day of the following months to the day currently stated in the application form which is attached hereto. The Borrower shall repay the amount of the arrached netero. The Borrower shall repay the amount of the Loan/overdraft amount together with Interest, Additional Interest and all such other sums due and payable by the Borrower to the Lender, in the mode suggested by the Lender in its sole discretion, which may be by way of cash or standing instruction or National Automated Clearing House mandate or cheque, at the place as agreed between the Parties which can be office of the Lender. Additional Interest shall mean an interest which will start accruing on any amount which remains outstanding and payable by the on any amount which remains outstanding and payable by the Borrower to the Lender as per this Application Form. Lender may confirm on such conditions as it may deem fit, including without limitation the payment of prepayment or part payment charges as the case may be, as stipulated by the Lender, which prepayment and/or part payment charges may be applied and collected by the Lender as the Lender may deem fit. In case of repayment by way of EMIs, in the event the Borrower prepay only part of the Lender and the Pure the pay that the pay and other Pure than outstanding the EMI. part of the Loan and other Dues then outstanding, the EMI amounts shall continue to be the same as far as possible, with a proportionate reduction in the number of EMIs, unless the Lender decides otherwise.

Unless otherwise agreed by the Lender/Bank, In case if any amount is prepaid by the borrower when he avails a Bullet loan/Overdraft facility, the same shall be adjusted first towards the principal, then towards interest and then towards any charges that are due from the customer. In case of EMI, the same shall be treated as an Advance EMI and will be allocated as per EMI due date. Any payment made towards Bullet loan after due date shall be first adjusted towards due interest, then towards charges and then principal outstanding.

Any payment due and payable under this Agreement for EMI/
Overdraft facility and made by the Borrower will be appropriated towards such dues in the order, namely:
a. Interest of the preceding EMI's/ dues,
b. Principal of the preceding EMI's/dues,
c. Interest of the current EMI's/dues,
d. Principal of the current EMI's/dues,

- Charges, costs, expenses, incidental charges and other moneys that may have been expended by Bank in connection with the loan
- Principal outstanding
 Lender shall have the right to require the Borrower to furnish such information/documents concerning his employment, trade, business or profession at any time and the Borrower shall furnish such information/documents forthwith. In the event the Lender permits any pre-payment, the repayment schedule shall be altered by the Lender at the request of the Borrower and the Borrower shall adhere to the altered re payment schedule. The Borrower may, before expiry of the date of signing the Form, request a renewal/enhancement of the Loan/overdraft facility which Lender may grant the Borrower at its sole and absolute discretion, subject to the continuation of the pledge over the Gold security in favour of Lender and provision of such other security and in such form as Lender may require and such variations in the rate of interest as Lender may prescribe as per its policies prevailing at the time of such renewal/enhancement
- 7. Timely payment: To ensure timely payments of all the outstanding amounts, by the Borrower on the respective due dates in full and all other amounts payable under this Form without any demur, protest or default and without claiming any set-off or counter claim on the respective due dates. Notic reminder or intimation in the manner as specified in the Form shall be served on the Borrower regarding his obligation and responsibility to ensure prompt and regular payment of interest and all other amounts payable by the Borrower to the Lender on the respective due dates. Failure to send notice, reminder or intimation by the Lender to the Borrower however does not preclude the Borrower from his liability of payment of interest
- 8. Security/Additional Security, Continuing Security:
 To create a first and exclusive charge on the Gold, as security by way of pledge in favour of Lender by depositing the same with Lender, to be kept with Lender during the tenor of the loan / continuation of the overdraft facility or till settlement of all dues, in such form and manner as may be required by Lender to secure the principal amount of the loan / overdraft facility together with laterat Additional Interest case: charges expenses steed the The principal amount of the loan / overgraft facility together with Interest, Additional Interest, costs, charges, expenses etc. due and payable by the Borrower to the Lender. In the event the security (Gold) furnished by the Borrower is subsequently found to be of inferior value to that as declared by the Borrower in this Application Form, the loan / utilised amount of the overdraft facility may be recalled Unutilised amount of the Overdraft facility may be revoked / repayment of the Loan may be accelerated by the Lender with immediate effect. In that event and additionally, without prejudice to the right to declare an Event of Default as per the terms of this Form, under and/or to right to sell bedoin as per the terms of mis form, indeer analyor to again to sen the Gold and/or exercise any other right or remedies available with Lender hereunder or under law, the Borrower shall, within stipulated days which is mentioned in the notice from the Lender in this regard, deposit with the Lender, such additional security, as may be required. To provide and furnish to the Lender, Additional Securify acceptable to the satisfaction of the Lender to bridge deficiency. The pledged security shall stand pledged and created as underlying security in favor of the Lender by way of first

and exclusive charge against the loan / overdraft facility and for and exclusive charge against the loan? Overdam facility and for all the indebtedness or liabilities of the Borrower to the Lender together with all interest, commissions, costs, charges and expenses payable to or incurred by Lender, including those for the enforcement of any of the security/ies. The Gold furnished by the Borrower to the Lender shall remain as continuing security to the Lender will be released, only upon payment in full of the dues outstanding under loan / overdraft facility by the Borrower to Lender. The Borrower undertakes that the said security and any other security furnished by the Borrower to Lender shall not be discharged/released by intermediate payment of the loan / overdraft facility and/or any settlement of accounts by the Borrower, till such time all the dues with respect to the loan / overdraft facility are fully paid to the satisfaction of the Lender, and the Lender consents in writing to discharge/release the security pledged to the Borrower.

- 9. Cross Liability: The Gold security created herein shall also be by the Borrower to the Lender, on any account whatsoever, by the Borrower to the Lender, on any account whatsoever, whether present or future, including any liability of the Borrower as a surety either singly or along with any other person, and (b) Loan granted / extended to the any other entity related to the Borrower, including the group companies/ associate of the Borrower as declared from time to time. The Borrower will create a first and exclusive charge by way of pledge of the Gold and other security in favor of the Lender and further that the Borrower shall not create any other charge or interest in the security which is pledged with the Lender, in favor of any other person or entity, except with the prior written consent of Lender. person of entity, except with the prior written consent of Lender. The Lender may at any time and without notice to the Borrower, combine or consolidate all or any of the Borrower's accounts with any liabilities to the Lender and set off or transfer any sum or sums standing to the credit of any one or more of such accounts in or towards satisfaction of any of the Borrower's liabilities to Lender on any other account or in any other respect, whether such liabilities be actual or contingent, primary or collateral and several or joint.
- 10. Representations and warranties by the Borrower: The Borrower represent(s) and warrant(s) that he / she / it / they:(a) shall observe and perform all its obligations under this Form; (b) shall utilize the loan / overdraft facility solely for the purpose stated in the Application Form and will not be used for purpose stated in the Application Form and with rol be used for any speculative, unlawful, illegal or anti-social purpose; (c) shall indemnify and hold the Lender saved and harmless from time to time and at all times from and against any and all loss, liabilities, damage, claims (including due to claims by a third party), expenses, charges, demands, penalties or other costs and consequences which may result from granting of the loan / overdraft facility to the Borrower or otherwise arising out of, in overard racility to the borrower of otherwise disting out of, in connection with, in relation to or pursuant to the terms and conditions or the loan / overdraft facility provided hereunder or arising out of any breach of representations, obligations or covenants of the Borrower including, without limitation, payment for any loss and damage which the Lender may make, suffer or sustain by reason or on account on sanctioning the loan / overdraft facility and shall upon request appear and defend at the Borrower's own cost and expense any action, suit or other proceedings which may be brought against the Lender in connection therewith. The Borrower shall further be liable to indemnify the Lender in respect of any and all expenses incurred by the Lender in enforcing or attempting to enforce these terms and conditions including legal fees and disbursements on a full indemnity basis; (d)shall furnish all documents/information as may be required by the Lender from time to time. The Lender may itself or through its agents verify any information given, check credit references, employment details and obtain credit reports or any references, employment details and obtain credit reports or any other information deemed necessary by the Lender, from time to time; (e) the Borrower does not appear on the RBI list of defaulters and Export & Credit Guarantee Corporation's (ECGC) caution list. Further, if any such proceeding is initiated by any of such departments, the Lender shall be promptly informed of the same. In the event, the Lender discovers that the said representation was incorrect at a later stage, or in case of non-reporting of any subsequent proceedings, the Lender shall be fully empowered to take any criminal action/ other suitable proceedings against the Borrower. It is further represented that the Borrower's names of appear on any lists, notifications or directions issued by the RBI not appear on any lists, notifications or directions issued by the RBI with respect to anti money laundering or combating financing of terrorism or any sanctions lists published by the United Nations Security Council with respect to terrorist related activities.
- 11. Inspection, Assignment & Disclosure: the Lender is entitled to inspect any of the books and records maintained by the inspect any of the books and records maintained by the Borrower with respect to the loan / overdraft facility advanced to the Borrower. The Lender shall have the right to create charge over the pledged security of the Borrower, in favour of any bank, institution or body by way of security for any refinance facility or any loan availed by the Lender from such bank, institution or body. The Lender reserves the right to assign/sell/securitize the Loan with or without security, if any, in any manner by transferring and/or assigning or otherwise all its right, title and interest which the Lender deems appropriate and the Borrower herby expressly agrees that in that event, the Lender is not required to obtain any permission or put any notice to the Borrower. The Borrower shall accept any such securitization and any such sale, assignment, or transfer and the notice to the Borrower. The Borrower shall accept any such securitization and any such sale, assignment, or transfer and the Borrower shall accept such other party (s) as creditors exclusively or as a joint creditor with the Lender, or as a creditor exclusively with the right of Lender to continue to exercise all powers hereunder on behalf of any such other party. The Lender shall also have the authority to seek and/or receive any information as it may deem fit in connection with the loan / exercised fractility and/or the Borower from any source or person overdraft facility and/or the Borrower from any source or person or entity to whom the Borrower hereby authorizes to furnish such information. The Borrower authorizes the Lender to disclose such required information/documents to RBI, Income Tax Authorities, Credit Bureau, third parties, Credit Rating Agencies, Databanks, Corporates, other banks, financial institutions or any other

Customer Copy

Government or Regulatory Authorities, statutory authorities, quasi-judicial authorities for KYC information verification, credit risk analysis, or for any other purpose as may be required by the Lender. The Borrower waives the privilege of privacy and privity of contract.

- 12. Terms in relation to purity of gold and Valuation of pledged articles: (a) The Borrower confirms that the Borrower's title to the Gold is not defective or challenged in any manner nor it is spurious or of inferior quality. (b) the valuation of the Gold as pledged under this Form in favour of the Lender shall be done by an assayer authorized and appointed by the Lender and the loan / overdraft amount shall be determined by Lender on the basis of the value of the said pledge as set out in the valuation report supplied by the assayer. Such value shall be subject to the market price of the pledged Gold from time to time; (c)the Borrower confirms that the value of the Gold as maintained in Lender's record is acceptable, conclusive and final and binding on Borrower; (d) It is understood that by virtue of the Loan/overdraft facility being sanctioned by Lender to the Borrower, it does not mean, Lender confirms or accepts the Gold pledged is to be of a particular carat purity; (e) If the Gold is found to be fake or spurious or of lesser purity, or stolen, Lender reserves the right to initiate appropriate investigation/criminal action as deemed fit. On account of this if any loss incurred by Lender, the Borrower shall be solely liable and responsible for the same; (f) It is clarified that only gold component of the pledged articles (if any) shall be considered for any valuation purposes and Lender will not consider the value of stone or diamond embedded in jewellery / ornaments at any time including at the time of loss replacement.
- 13. Margin: (a) the Borrower shall ensure that at all times aggregate amounts outstanding under the Form is as per the guidelines of the sanctioned facility or such other percentage as stipulated by Lender from time to time ("Margin"); (b) The value of the Pledged Articles shall be monitored on regular basis and if value of the Pledged Articles is less than the Margin requirements, the Lender may demand creation of additional security or repayment of loan/outstanding overdraft amount in part or full. The Borrower shall promptly upon such demand comply with the requirement; (c) In case of failure to comply with additional margin requirements by the Borrower, additional margin shortfall charges for every such breach shall be levied by the Lender; (d)Notwithstanding anything mentioned, if in the opinion of the Lender, value of the Gold or other pledged articles is not sufficient to discharge obligations of the Borrower or if there exists any circumstance which may materially affect the ability of Borrower to fulfil its obligations under this Form, the Lender may sell the Gold by auction at any time, even before the expiry of tenure.
- 14. Customer Copy & Enhancement of Loan/overdraft facility: At the time of disbursal of the Loan/overdraft facility to the Borrower and pledge of the Gold Security by the Borrower with the Lender, the Lender shall hand over: (a) A receipt to the Borrower acknowledging receipt of the Loan/sanction of overdraft facility by the Borrower ("Customer copy"); (b) The Gold Deposit Receipt is to be produced by the Borrower upon repayment of the Loan and at the time of return of the Gold security by Lender to the Borrower.

The Borrower may, at any time, request enhancement of the Loan/overdraft facility which the Lender may grant at its sole and absolute discretion, subject to such terms and conditions as the Lender may deem fit to impose, including without limitation the continuation of the pledge over the Gold Security in favor of the Lender and provision of such other security and in such form as the Lender may require and such variations in the rate of interest as the Lender may prescribe as per Its policies prevailing at the time of such enhancement.

15. NACH/ECS/SI mandates: The Bank may obtain NACH/ECS/SI mandates from the Borrower to enable the payment/repayment of the Dues. The Borrower shall deposit with the Lender, such duly signed NACH/ECS/SI mandates with the Lender named as the payee therein, as the Lender may in its absolute discretion require enabling the payment/repayment of the Dues. The Borrower agrees that the said NACH/ECS/SI mandates are to be used towards the Borrower's legal liability to the Lender pursuant to this Loan/overdraft facility. The Borrower further agrees, acknowledges, and confirms that the said NACH/ECS/SI mandates are intended to be used by the Lender to recover the Borrower's Dues to the Lender at any time as the Lender may

- consider it proper and hereby unconditionally and irrevocably authorize the Lender for the said purpose. On the applicable due date, the Lender shall have, in its discretion, unconditional and irrevocable authority and powers, as hereby given in favour of the Lender, to deposit the same towards payment/re payment of the Dues. The Borrower hereby confirms to ensure that sufficient funds are available in the account to which the said NACH/ECS/SI mandates relates to enable the Bank to present the same and recover the Dues. The Borrower hereby confirms of being aware of the fact that any dishonour of NACH/ECS/SI mandates so issued by the Borrower and presented by the Bank for payment would constitute an offence under Section 138 of the Negotiable Instruments Act, 1881 and the Lender may take such action against the Borrower as may be advised. Prior to the said NACH/ECS/SI mandates issued by the Borrower pursuant to this Form being exhausted, the Borrower shall issue fresh mandate to the Lender, irrespective of whether being called upon by the Lender to do so, and the said instruments would be governed by the provisions hereof. The Borrower hereby undertakes to honour all the NACH/ECS/SI mandates when presented for payment by the Lender and not to take any steps, which in any way are likely to affect the payment thereunder to the Lender including without limitation issue any stop payment instructions. Further, the prior written consent of the Lender shall be required by the Borrower for changing the authorized signatories for the relevant bank account(s) of the Borrower and/or for changing or closing the bank account from which the NACH/ECS/SI mandates were issued. In the event the mandate is lost in transit/ misplaced or for any reason the Lender is not able to deposit any NACH/ECS/SI mandates in clearing, or if otherwise so required by the Lender, the Borrower agrees to forthwith give replacement NACH/ECS/SI mandates to the Lender. The Lender shall not in any way be responsible for delay, omission or neglect in encashment, damage, or loss of any mandate (given/to be given by the Borrower to the Lender in terms hereof) for any reasons whatsoever.
- 16. Events of default: Lender may, without asigning any reason and upon notice in writing to the Borrower, cancel in full or in part the Loan/overdraft facility and demand repayment thereof. Upon such notice, all dues including outstanding Loan/utilized overdraft facility along with interest thereon and any other charges, shall become forthwith due and payable by the Borrower to Lender. The following events shall constitute events of default under this Form ("Events of Default"), upon the occurrence of which any dues shall become immediately due and payable by the Borrower to the Lender and further enable Lender to enforce the security and any other security furnished hereunder and sell the same: (a) If the Loan/overdraft facility is not repaid on the date of maturity; (b) If the loan/ or Interest/Additional Interest or any other charges, expenses, costs which are to be paid as per the terms mentioned herein are not paid on their respective due dates; (c) In the event of default in payment of any other amount payable by the Borrower to the Lender as agreed and/or may accrue on the terms of the Form; (d) If any representations or statements or particulars made in the Application form for the Loan/overdraft facility is found to be false, misleading or incorrect; (e) Upon detection of any systemic fraud in relation to the quality of the gold ledged by the Borrower with the Lender; (f) If the value of the gold security falls lower than the required margin of the Lender as applicable from time to time, due to change in market price or any other reason; (g) In the event of insolvency, failure in business, commission of an act of bankruptcy by the Borrower and in the event there is a reasonable apprehension that the Borrower would become the subject of proceedings under any bankruptcy or insolvency law; (h) Death of any Borrower, or the change of constitution of the Bornower without the consent of the Lender; (i) The security pledged and/or to be pledged with the Lender; for the Loan/coverdraft facility is in jeopardy
- 17. Auction in case of default: In case of the Event of Default, the Lender shall have the right to take any of the following step(s): (a)To call upon the Borrower to pay forthwith the outstanding balance of the Loan/overdraft facility facility along with interest thereon and all sums payable by the Borrower as per the terms of the Form; (b)To call upon the Borrower to pay

- all claims, costs, losses and expenses, etc that may be incurred by the Lender as a result of any act or default on the part of the Borrower with respect to the Loan/overdraft facility facility and/or for the recovery of the outstanding dues (including legal/attorney fees) and/or on account of failure of the Borrower to fulfill, any of the terms and conditions under the Form; (c)Upon the occurrence of an Event of Default, Lender shall be entitled to sell the Gold Security in the open market by auction or by any other means as permissible under applicable laws. The auction shall be conducted by the Lender in compliance with the applicable law, by giving public notification of auction / advertisement and in compliance with the guidelines issued by RBI from time to time, after giving the Borrower a notice in writing of -15- (fifteen) business days which the Borrower agrees is a reasonable period for the purposes of Section 176 of the Contract, 1872. The proceeds so realized from the sale of the pledged articles shall be utilized towards the repayment of dues under the Loan/overdraft facility. In the event that the proceeds so realized are insufficient to meet the amount of dues, then the Borrower will be personally liable to make good the deficit and the Lender reserves its right to take further action for loss recovery. In case an excess amount is left after adjusting the sale proceedings against the outstanding dues of all active Loan/overdraft facility of the borrower, then the same shall be refunded to the Borrower through crossed account payee cheque/DD or electronic transfer. Such sale made by the Company cannot be disputed by the Borrower in any manner whatsoever and the Company will not be liable for any loss which may be incurred to the Borrower on such sale; (e)Disclose and publish the information about the Borrower and its default in the public domain including through social media; (f)Enforce any rights available to it under any law or contract.
- 18. Service of notice: Any notice (including notice of sale of Gold security) shall be sent to the Borrower(s)'s address mentioned in the Application Form which may be sentthrough-(a) Registered Post Acknowledgment Due (RPAD); or (b) Courier; or (c) Hand delivery; or (d) via email at the email address mentioned in the Application Form; and to the Lender, it may be sent through the same means on the following address: Fincare Small Finance Bank Ltd. 5thfloor, Bren mercury, kaikondanahalli, Sarjapur Main Raod, Bengaluru, Karnataka 560102 . Such services (to both Lender and the Borrower) shall be deemed to have been effected in case of delivery by hand on the date on which it is delivered, in case of delivery by Rhod / courier, post the expiry of the Zhdday of such posting and in the case of email, on receiving the delivery report of the same. Any notice or request required to be given under this Form to the Lender by the Borrower shall be given in writing. A Party may change or supplement the addresses given above, or designate additional addresses, for purposes of this Clause by giving the other Party written notice of the new address in the manner set forth above.
- 19. No Waiver: The delay in exercising or omission in exercising any right, power or remedy accruing to Lender upon any default under these terms and conditions, security documents or any other agreement or document in relation to the Loan shall not impair any such right, power or remedy nor shall be construed to be a waiver thereof or any acquiescence in such default. The action or inaction of Lender in respect of any default or any acquiescence by it in default shall not affect or impair any right, power or remedy of Lender in respect of any other default. The waiver of any default or delay under these terms and conditions by Lender or the Borrower shall not constitute awaiver of any subsequent delay or default of a similar or different nature.
- 20. Governing Law and Jurisdiction: This Form (which constitutes an agreement) shall be governed by and construed in all respects with the Laws in India and the Parties hereby mutually agree that any matter or issues arising hereunder or any dispute hereunder shall, at the option/discretion of the Lender, be subject to the exclusive jurisdiction of the Courts of the City of Ahmedabad and Bangalore. This shall however, not limit the rights of the Lender to file/take proceedings in any other Court of Law or Tribunal of Competent Jurisdiction.
- 21. Severability: Any provision of these terms and conditions which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction be ineffective only to the extent of prohibition or un-enforceability but that shall not invalidate the remaining provisions of these terms and conditions nor affect such provision in any other jurisdiction.

Name of the Borrower
Place
Date

Signature of Borrower