

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

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

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

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

Date of Birth : DD / MM / YYYY

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

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

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

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

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

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

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

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

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

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

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

Physical Disabilities :  Blind  Handicapped  Undefined  NA

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

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

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

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

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

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

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

**APPLICANT PERMANENT ADDRESS / OFFICE ADDRESS:**

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

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

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

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

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

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

**PURPOSE OF LOAN:**

**NON PSL CATEGORY**

**Purpose of Loan - Non PSL**

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

**PSL Category**

**Agricultural**

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

**Loan Purpose / End use of funds**

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

**DETAILS OF GOLD ARTICLES**

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

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

**BANK DETAILS**

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

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

**IDENTITY DETAILS**

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

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

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

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

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

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

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

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

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

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

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

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

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

I  consent /  do not consent to receive information / services etc. for marketing purposes through telephone / Mobile/SMS/Emails by the bank/its agent. I confirm that, I have read and understand the declaration, and that all the details provided on the form are true and correct. I agree and acknowledge that only direct telephone numbers (not board/general telephone numbers of offices/corporate/employers) will be accepted for registration of "Do Not call". I am aware

that post registration, I may receive a call from the Bank to verify the correctness of the request for registration. I authorize Equitas Small Finance Bank Limited to disclose, from time to time any information relating to my loan against Gold Jewellery relationship to any parent, subsidiary, affiliate and associate of Equitas Small Finance Bank Limited, and to third parties engaged by Equitas Small Finance Bank Limited, for purpose such as marketing of services.

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

Signature / Thumb Impression of Borrower

Date: \_\_\_\_\_  
Place: \_\_\_\_\_

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

### DECLARATION BY APPLICANT

1. I hereby apply for a Gold Loan facility as indicated above and declare that all the particulars furnished by me including information furnished by the Bank or given in the application form is true, correct and complete in all respects.
2. I declare that I am the true owner of the list of ornaments pledged by me as mentioned above.
3. I have not withheld / suppressed any information which might affect the decision making of Equitas Small Finance Bank Limited on approval of loan.
4. I have not withheld/suppressed any information on my financial position/any other information which might affect the decision making of the Bank on this application.
5. I understand and agree that the sanction and / or disbursement of the loan / finance is at the absolute and sole discretion of the Bank and is upon executing necessary securities / documents by me. In case this application is rejected for whatsoever reasons.
6. I understand that the Bank reserves the right to seek any information from any source or to give any information and/or assign any work to any third party at its sole discretion in connection with the facility availed by me.
7. I will not hold the Bank to retain or its associates responsible for use of such information by any person / organisation. The Bank reserves the right that the photographs and documents submitted with this application and will not return the same to me applicant at any point of time.
8. I further agree that this loan shall be governed by the credit approval norms of the Bank as in force from time to time. I am aware that the processing fees and the applicable taxes collected from me is non refundable under any circumstances.
9. I understand that all charges pertaining to the loan like processing fees and/or prepayment penalty and/or any other charges mentioned in the sanction letter are to be borne by me.
10. I authorize the Bank to share information relating to facilities availed by me with any Credit Bureaus, Credit Reference Agencies, Credit Information Companies or any other entity formed and authorized by RBI for the purpose of collecting, collating and disseminating credit information pertaining to borrowers. Accordingly I give consent to disclose information to such entities.
11. I hereby confirm that I or any of my / our family member / close relative is not a politically exposed person as defined by the Bank guidelines of RBI.
12. I further declare and undertake to intimate the Bank immediately upon any change in the above status.
13. I hereby declare that I do not have any credit facilities nor any account with other branches / banks / FIs other than the details mentioned above.
14. I hereby declare that I am not defaulter(s) to any Bank / financial Institution.
15. I hereby permit to share my personal KYC details with Central KYC Registry.
16. I hereby consent to receiving information from Central KYC Registry through SMS/Email on the above registered numbers email address.
17. I have no objection in receiving information about my loans over phone /through SMS and/or by Email.
18. I understand that the processing of the loan application is subject to the terms & conditions as prescribed by Equitas Small Finance Bank Limited the copy of which has been provided to me.
19. I undertake that the loan amount availed by me from you shall not be utilised by me for the following purposes:
  - a) Purchase of gold in any form including primary gold, gold bullion, gold jewellery, gold coins, Units of Gold Exchange Traded Funds (GETF), Units of Gold Mutual Funds.
  - b) In speculative, anti-social and illegal activities.
  - c) Acquisition of/investing in Small Savings Instruments including Kisan VikasPatra and for the purchase of your bank's shares and securities and/or also to increase my stake as promoter in any company that I may be associated with.
  - d) Setting up of manufacturing units for the manufacture of aerosol units using Chlorofluorocarbon (CFC).
  - e) Subscribing to Indian Depository Receipts.

In an event of the loan amount having been found by you or concerned authorities having been utilised for one or all of the aforesaid purpose/s, such violation shall be construed as an event of default under the loan agreement and I am liable to settle the loan contract in full forthwith failing which you are at liberty to proceed against me and other parties to the loan contract and the hypothecated/immovable property under the loan contract without any reference to me.

This undertaking shall be treated as part and parcel of my loan agreement with you.

20. In order to open an account or avail credit facility with/from you, I/We have provided Aadhar details/thumb impression to you. I/We hereby authorise you to retrieve demographic details through your e-KYC online system from UIDAI. Further, I/We, hereby authorise UIDAI to share my/our demographic details with you.

#### 21. Schedule of charges

S. No	Particulars	Charges (Rs.)
1	Loan processing fees	1% to 2% of loan amount
2	Penal charges	36% p.a.
3	EMI bounce charges	Rs.500/-
4	Notice charges	Rs.50/- per notice
5	Custodian charges	3% p.a.
6	Stamp duty charges	0.1 % to 0.2% of loan amount
7	Foreclosure Charge	Based on Scheme & Tenure Selected
8	Appraiser Charges	Min Rs. 350/- to Max Rs. 1000/-

Signature / Thumb Impression of Borrower

This Application is free of cost. You do not have to pay anybody to get this.  
Please obtain receipts for all your payments. The Bank is not responsible for any payment made without receipt.

### INSURANCE

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

**Customer Declaration:**

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

**Date:**

**Place:**

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

Signature / Thumb Impression of Borrower

[Signature/Thumb Impression box]

**NOMINATION**

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

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

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

Signature/Thumb Impression of Borrower

**Date:**

**Place:**

[Signature/Thumb Impression box]

**VERNACULAR WITNESS, IF APPLICABLE**

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

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

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

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

(Only for illiterate customer)

**FOR OFFICE USE ONLY**

Risk Categorization: L M H Branch Code \_\_\_\_\_  
Branch : \_\_\_\_\_ Authorised Signatory \_\_\_\_\_  
Scheme : \_\_\_\_\_ Name \_\_\_\_\_  
Customer ID (Applicant for new Customer's only) \_\_\_\_\_ Designation \_\_\_\_\_  
Loan No : \_\_\_\_\_ Employee Code : \_\_\_\_\_

**REFERENCES**

Please provide 2 references:-

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



Loan Account No.....

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

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

**A. Representations and warranties:**

1. The borrower shall be the sole and absolute owner of the gold ornaments (hereinafter referred to as "Gold Articles") offered as security for the loan and Borrower has absolute right to pledge them. If the Borrower acts otherwise, he/She shall be solely responsible and indemnify the bank against any loss / damage caused by such acts.
2. The Borrower agrees that the loan amount will not be used for any illegal or speculative purposes
3. The Borrower shall pay / reimburse all charges relating to administration, taxes, postage, courier charges, stamp duties, cheque bouncing and other costs / expenses whatsoever in connection with such granting / recovery / realization or enforcement of security.

**B. Interest Charges:**

1. The Borrower shall be liable to pay interest on the loan amount from the date of disbursement of loan at the rate specified in the Pledge Card and the interest / charges shall accrue from day to day and be computed on the basis of 360 days a year and the actual number of days lapsed.
2. Charges would be levied for premature foreclosure of account as applicable from time to time depending on the scheme and tenure selected. Please refer to pledge card for lock-in period.
3. The borrowing under these Terms & Conditions is a commercial transaction, subject to revision of interest rates. The Borrower waives any defence under the usurious or other laws relating to charging of interest.

**C. Repayment of Loan:**

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

**D. Security:**

1. The Borrower pledges the Gold Articles in favour of the bank as an exclusive charge for the financial facility availed under these Terms & Conditions.
2. The bank has the right to retain the security offered under this loan against any other liability due to the bank by the Borrower either to it or to its Subsidiaries or Group Companies.
3. The Borrower undertakes that if at any time the Borrower fails to pay interest in full payable by him/her every month, if the loan is under the interest payment scheme or even a portion of an instalment, if the loan is under the instalment scheme and/or the market price / maximum realizable amount by sale of items is below or equal to the total receivable amount from the Borrower by way of principal, interest and other charges due thereon, the Borrower shall within 7 days of receipt of notice in that regard from the bank, pay up the loan outstanding including interest, charges and costs, if any. In case of failure by the Borrower to pay within the said 7 days, the bank may at its discretion without any further notice, sell / dispose off, without being liable for any loss or damage or diminution in value sustained, and appropriate the net sale proceeds to be recoverable there from against the sums payable by the Borrower in this regard. The bank shall be entitled to proceed against the Borrower for the recovery of the balance, if any, that may remain due and payable by the Borrower even after the appropriation of the sale proceeds to the dues as on the date of sale.
4. If the Loan against gold is under the interest payment scheme and the borrower fails to pay interest amount for a period of 3 months or delays in its payment, the bank shall be entitled to call for, the entire principal amount together with interest and costs that may become due from the borrower without waiting for the expiry of the tenure.
5. The pledge of securities shall remain effective and will be in force until the Borrower pays all amounts due under this / any other agreement to the bank, including interest, additional interest, cost charges, all amounts as may become due and payable pursuant to the terms hereof and until the bank discharges the security created herein.
6. The pledge shall not be affected, impaired or discharged by death, insolvency, agreement with creditors, physical or mental disability of the Borrower.

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

1. By sanctioning the loan, the bank does not confirm or accept the purity or quality of Gold Articles pledged by the Borrower. In case the bank finds that the pledged Gold Articles are not meeting the required quality or purity norms of lending or is of spurious nature, the Borrower is bound by such findings of the bank and shall make good the loss of the bank, failing which the bank has the right to initiate appropriate legal proceedings to recover such losses
2. The bank reserves its absolute right to sell, transfer, assign and securitize all the rights, titles and interest that accrue to the bank in this loan transaction to another individual or Company or to borrow / take loan by creating charge on it without any notice or advice to the Borrower. The bank shall also have the absolute right to give as security all documents, deeds or gold ornaments given as security for this loan transaction to borrow money / avail loan.

- In the event of loss of Gold Articles due to theft or negligence on the bank part, the liability of the bank shall be limited only to the net weight of the Gold Articles as disclosed in the Pledge Card, the bank will pay or reserves the right to claim the difference amount as the case may be after adjusting the principal, interest and other charges in such event. If such Gold Articles pledged are embedded with any precious stones, the bank liability shall be limited only to the extent of gold weight.
- The Gold Articles pledged with the bank shall be kept at the risk of the Borrower in adequate safes and the bank will exercise adequate care of the safety locker / security. Nevertheless, the bank shall not be liable for any damages to the Gold Articles by any reason of accident, force majeure, act of God, riot, burglary etc.

**F. Events of default:**

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

**G. Spurious Gold Articles:**

In the event the bank finds that the Gold Articles pledged by the Borrower with the bank are spurious and not of minimum 22 Karat purity as applicable, the bank at its sole discretion may recall the loan forthwith and the Borrower shall repay the entire dues, damage, losses / other charges as stipulated by the bank. The bank also reserves its rights to initiate appropriate legal action against the Borrower, if no response is received from the Borrower within the stipulated time.

**H. Stolen Gold Articles:**

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

**I. Others:**

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

**J. Arbitration:**

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

**K. Jurisdiction:**

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

All the above Terms & Conditions have been explained to me / and have been accepted by me.

Place: \_\_\_\_\_ Signature / Thumb impression of Borrower

Date: \_\_\_\_\_ Name: \_\_\_\_\_

**TERMS & CONDITIONS (CUSTOMER COPY)**

Loan Account No.....

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

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

**A. Representations and warranties:**

1. The borrower shall be the sole and absolute owner of the gold ornaments (hereinafter referred to as "Gold Articles") offered as security for the loan and Borrower has absolute right to pledge them. If the Borrower acts otherwise, he/She shall be solely responsible and indemnify the bank against any loss / damage caused by such acts.
2. The Borrower agrees that the loan amount will not be used for any illegal or speculative purposes
3. The Borrower shall pay / reimburse all charges relating to administration, taxes, postage, courier charges, stamp duties, cheque bouncing and other costs / expenses whatsoever in connection with such granting / recovery / realization or enforcement of security.

**B. Interest Charges:**

1. The Borrower shall be liable to pay interest on the loan amount from the date of disbursement of loan at the rate specified in the Pledge Card and the interest / charges shall accrue from day to day and be computed on the basis of 360 days a year and the actual number of days lapsed.
2. Charges would be levied for premature foreclosure of account as applicable from time to time depending on the scheme and tenure selected. Please refer to pledge card for lock-in period.
3. The borrowing under these Terms & Conditions is a commercial transaction, subject to revision of interest rates. The Borrower waives any defence under the usurious or other laws relating to charging of interest.

**C. Repayment of Loan:**

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

**D. Security:**

1. The Borrower pledges the Gold Articles in favour of the bank as an exclusive charge for the financial facility availed under these Terms & Conditions.
2. The bank has the right to retain the security offered under this loan against any other liability due to the bank by the Borrower either to it or to its Subsidiaries or Group Companies.
3. The Borrower undertakes that if at any time the Borrower fails to pay interest in full payable by him/her every month, if the loan is under the interest payment scheme or even a portion of an instalment, if the loan is under the instalment scheme and/or the market price / maximum realizable amount by sale of items is below or equal to the total receivable amount from the Borrower by way of principal, interest and other charges due thereon, the Borrower shall within 7 days of receipt of notice in that regard from the bank, pay up the loan outstanding including interest, charges and costs, if any. In case of failure by the Borrower to pay within the said 7 days, the bank may at its discretion without any further notice, sell / dispose off, without being liable for any loss or damage or diminution in value sustained, and appropriate the net sale proceeds to be recoverable there from against the sums payable by the Borrower in this regard. The bank shall be entitled to proceed against the Borrower for the recovery of the balance, if any, that may remain due and payable by the Borrower even after the appropriation of the sale proceeds to the dues as on the date of sale.
4. If the Loan against gold is under the interest payment scheme and the borrower fails to pay interest amount for a period of 3 months or delays in its payment, the bank shall be entitled to call for, the entire principal amount together with interest and costs that may become due from the borrower without waiting for the expiry of the tenure.
5. The pledge of securities shall remain effective and will be in force until the Borrower pays all amounts due under this / any other agreement to the bank, including interest, additional interest, cost charges, all amounts as may become due and payable pursuant to the terms hereof and until the bank discharges the security created herein.
6. The pledge shall not be affected, impaired or discharged by death, insolvency, agreement with creditors, physical or mental disability of the Borrower.

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

1. By sanctioning the loan, the bank does not confirm or accept the purity or quality of Gold Articles pledged by the Borrower. In case the bank finds that the pledged Gold Articles are not meeting the required quality or purity norms of lending or is of spurious nature, the Borrower is bound by such findings of the bank and shall make good the loss of the bank, failing which the bank has the right to initiate appropriate legal proceedings to recover such losses
2. The bank reserves its absolute right to sell, transfer, assign and securitize all the rights, titles and interest that accrue to the bank in this loan transaction to another individual or Company or to borrow / take loan by creating charge on it without any notice or advice to the Borrower. The bank shall also have the absolute right to give as security all documents, deeds or gold ornaments given as security for this loan transaction to borrow money / avail loan.



**LOAN AGAINST GOLD APPLICATION**

Loan Against Gold Application No

[Empty box for Loan Against Gold Application No]

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

**ACKNOWLEDGMENT SLIP**

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

Authorised Signatory



- In the event of loss of Gold Articles due to theft or negligence on the bank part, the liability of the bank shall be limited only to the net weight of the Gold Articles as disclosed in the Pledge Card, the bank will pay or reserves the right to claim the difference amount as the case may be after adjusting the principal, interest and other charges in such event. If such Gold Articles pledged are embedded with any precious stones, the bank liability shall be limited only to the extent of gold weight.
- The Gold Articles pledged with the bank shall be kept at the risk of the Borrower in adequate safes and the bank will exercise adequate care of the safety locker / security. Nevertheless, the bank shall not be liable for any damages to the Gold Articles by any reason of accident, force majeure, act of God, riot, burglary etc.

**F. Events of default:**

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

**G. Spurious Gold Articles:**

In the event the bank finds that the Gold Articles pledged by the Borrower with the bank are spurious and not of minimum 22 Karat purity as applicable, the bank at its sole discretion may recall the loan forthwith and the Borrower shall repay the entire dues, damage, losses / other charges as stipulated by the bank. The bank also reserves its rights to initiate appropriate legal action against the Borrower, if no response is received from the Borrower within the stipulated time.

**H. Stolen Gold Articles:**

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

**I. Others:**

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

**J. Arbitration:**

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

**K. Jurisdiction:**

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

All the above Terms & Conditions have been explained to me / and have been accepted by me.

Place: \_\_\_\_\_ Signature / Thumb impression of Borrower

Date: \_\_\_\_\_ Name: \_\_\_\_\_