

Gold Loan Terms and Conditions:

I hereby agree to abide by the following terms and conditions:-

1. I, the Borrower/s hereby declare that the particulars given above are true and correct to the best of my/our knowledge and belief and that Jana Small Finance Bank Limited (Bank) agreed to grant loan to me against the pledge of the gold ornaments/Gold ('Gold Security') which is morefully describes under appraiser's certificate/gold loan deposit receipt, belong solely to me. I further declare that the gold ornaments & gold is not defective/challenged by any person in any manner, nor is it spurious or of inferior quality and has been acquired by me from genuine sources and is my/our bonafide property and no other person has claim, lien or charge against it.
2. I acknowledge that the Bank shall have no liability for any consequences arising out of any erroneous details provided by me and I shall utilize the loan solely for the purpose stated in the Application form / Sanction Letter and will not be used for any speculative or anti-social purpose.
3. I agree that, the valuation of the gold /Gold Ornaments shall be done by an independent appraiser appointed by the Bank and the loan amount shall be determined by the Bank on the basis of the value of the gold security as set out in the valuation report provided by the appraiser. Such value shall be subject to the market price of the gold ornaments from time to time the amount of loan and will be conveyed to me by the Bank.
4. I am the owner and I are in possession of certain gold/Gold ornaments (Gold Security) over which I will create a first and exclusive charge by way of pledge in favor of the Bank. I have deposited the gold ornaments with Bank in a sealed packed to be kept with Bank during the tenure of Loan. I agree that Bank shall be entitled to open such sealed packet during the tenure of the loan and conduct investigation in connection.
5. With the quality of Gold security at my/our cost at any time and I would be solely responsible for any discrepancy in the purity/weight of such Gold Security. I agree that Bank has the right at any time to re-appraise/verify/Audit the gold ornaments deposited with it and I would be solely responsible for any discrepancy in the purity/weight of such ornaments & gold . I voluntarily hereby provide our unconditional consent to the Bank for conducting all the tests for the purpose of valuation of my/our gold ornaments in my/our presence or without my/our presence, including pointed scratching and acid test or any other verification as the Bank may require.
6. I agree that, the Bank shall not be required to lend against the said ornaments & gold any amount inclusive of interest exceeding 72% of the net appraised value of the said Gold/Gold ornaments. Bank shall be at liberty to vary the said margin from time to time at its sole discretions.
7. I agree that, at time of renewal of the loan whether during or after the expiry of the tenure of the loan. I may request the Bank to grant the renewal to me on a enhance/reduce loan-to-value ratio or any other term which the Bank may allow at its sole and absolute discretion subject to payment of such fee as the Bank may prescribe.
8. I agree that the loan may be prepaid in whole or in part, by me with the prior written consent, the Bank may grant on such conditions as it may deem fit, including without limitation the payment or part payment charges as the case may be, as stipulated by the Bank, which prepayment and/or pay payment charged may be applied and collected by the Bank either at the time of maturity or closure or renewal, whichever is earlier. Without prejudice to any other rights that the Bank may under law, in case of nonpayment of any dues, I shall be liable to pay additional interest/default interest at such rate as may be described by the Bank on the entire loan plus the interest on the date.
9. I agree that, the Bank may, without assigning any reason and upon written notice mailed or delivered

to me cancel in full or in part the loan and demand repayment thereof. Upon such notice, the said Dues shall become forthwith due and payable by me to the Bank.

10. I hereby authorize Bank to carry out the RTGS/NEFT/IMPS/CASH transaction as per detailed mentioned in the application. I understand the RTGS/NEFT/IMPS/CASH request is subject to RBI regulations and the guidelines governing the same. I further acknowledge that Bank accepts no liability for any consequences arising out of erroneous details provided by me. I further understand that the CASH transfer are subject to a maximum limit of Rs. 200000.

11. I confirm that the Gold Security and any other security furnished by me to the Bank will be released only upon payment in full of the said Dues by me to Bank. In case the value of Gold Security falls lower than the required margin of minimum 75% or as decided by Bank from time to time, without prejudice to the right to declare on Event of Default under this loan terms and or to right to sell the Gold Security and/or exercise any other right or remedies available with the Bank hereunder or under law, I shall, within 7 (seven) days of a notice from the Bank's sole discretion, deposit with the Bank, such additional security, as may be required.

12. I agree that, in addition to any general lien or similar right to which the Bank as a creditor may be entitled by law, the Bank may at any time and without notice to me combine or consolidate all or any of the my/our accounts with and liabilities to the Bank and set off or transfer any sum or sums standing to the credit of anyone or more of such accounts In or towards satisfaction of any of the my/our liabilities to the Bank on any other account or In any other respect, whether such liabilities be actual or contingent, primary or collateral and several or joint.

13. I agree that, Bank may open multiple accounts In my/our name within the aggregate facility sanctioned to me and all the terms and conditions of this Agreement shall be shall be applicable to all such accounts opened /to be opened with the Bank.

14. I agree that the Interest calculation will be done on the basis of the outstanding balance method and on the basis of 365 days and I are liable to pay the Bank penal charges at 24% p.a., on the balance due to the Bank from the date of my/or failure in maintaining the margin as provided in the Sanction letter, or in failure/neglect in repaying the balance dues to the Bank. I agree that the penal charges may be revised from time to time in accordance with Bank's policy and such revised charges would be prospectively made applicable.

15. If I fail to maintain such margin as aforesaid or if we shall on demand, fail or neglect to repay the balance due to the Bank, it shall be lawful for the Bank forthwith or anytime thereof and after final reminder notice in writing to me demanding the balance then due to the Bank and default being made in payment for 7 days after giving such notice to sell or otherwise dispose-off all or the Gold/Gold ornaments deposited by pledge, either together or In lots or separately, either by public auction or private contact and subject such conditions as Bank shall think absolutely and apply the net proceeds of such sale in or towards the liquidation other balance then due to the Bank, Any shortfall after the adjustment of the net sale proceeds shall be repaid forthwith by me on demand by the Bank.

16. I agree that in the event of there being a surplus available of the net proceeds of such sale after payment in full of the balance due to Bank it shall be lawful for the Bank to retain and apply the said surplus towards payment or liquidation of any and other money which shall be or may become due to the borrowers or any of them whether singly or jointly with any other persons and whether as a principal debtor or surety.

17. That any notice in writing required to be served hereunder shall be sufficiently served if addressed to me, at my/our address registered in the Bank or In the event of no such address being registered at the time of applying for loan as mailing address, at my/our last known place of residence or business and left at such other address or place aforesaid or forwarded to me by post at the address aforesaid. A notice sent by the post deemed to be given at the time when in due course of post It would be delivered at the address to which it is sent and in proving that such notice was posted a certificate signed by Bank's local manager/agent/other authorized officer/auto email from system that envelope was so posted shall be conclusive.

18. That, Demand promissory note executed by me shall operate as continuing security to you to be enforceable for the repayment of the ultimate balance or all such sum remaining unpaid under the said loan facility now or hereafter. I do hereby also waive my/our rights of the presentment of the aforesaid Demand Promissory Note and further request you to note to dispense with a notice of dishonor in terms of section 98(a) of Negotiable instrument act 1881, and that in the event of payment not being made on demand by me, Bank may at its sole discretion give time for payment to me without discharging me from liability.

19. The Following event shall constitute events of default and upon occurrence of which, the dues to Bank shall become immediately due and payable by me to the Bank and further enable Bank to enforce the Gold security

- 1) Failure on my/our part to perform any of the obligations hereunder or If any circumstance or event occurs which adversely affects my/our capacity to repay the loan or any part thereof my/our obligations.
- 2) If any of the representation or statements or particulars made by me herein are found to false misleading or incorrect
- 3) If the loan and interest is not repaid on the due dates/ maturity as per the timeline specified by the Bank.
- 4) Upon detection of any systemic fraud in relation to the quality of the gold by Bank.
- 5) If the value of the said Gold Security falls lower than the required margin of Bank as applicable from time to time, due to change in market price (whether actual or reasonably anticipated) or any other reason of if there is any deterioration or any part thereof, which causes the security In the judgment of the Bank to become unsatisfactory in character or value.
- 6) If it is discovered that there is any collusion between the appraiser and me resulting in a fraudulent and error valuation of gold ornaments, or in case the Bank has a reasonable suspicion in this regard.
- 7) If any attachment, distress, execution or other process against me or any of the security is enforced/levied upon.
- 8) In the event of death, Insolvency, commission of an act of bankruptcy of either of us.
- 9) Any attempt by me without prior written consent of Bank to create any charge, lien, mortgage or any encumbrance over the Gold/Gold ornaments.

20. Upon the occurrence of an Event of Default, Bank shall be entitled to sell the Gold Security in the open market after giving me a sufficient notice which I agree is a reasonable period for the purposes of Section 176 of the Contract, 1872. The proceeds so realized from the sale of the Gold Security shall be utilized towards the repayment of Dues under the Loan. In the event that the proceeds so realized or insufficient to meet the amount of Dues, the Bank may take such other and further actions as it may deem necessary to realize the balance amount from me, In case of more than one borrower, we agree that our liability shall be joint and several.

21. In case of my/our failure to repay the loan, I hereby authorize Bank to publish my photographs and other details, in the print media under the title of a defaulter of loan, I am also aware that the right to publish the photograph shall solely be with Bank. Bank shall have the discretion to publish the photographs of all or selected defaulters.

22. I agree that, as per RBI guidelines, classification of accounts as NPA is done Borrower wise and not Facility wise and hence, it may be noted that in case of nonpayment of dues by the customer in case of any facility availed from the Bank and consequently the account is to be classified as NPA, all other loan accounts of the Borrower/ Card Holder, with Bank also shall be classified as NPA as per the guidelines issued by RBI and it shall entitle the Bank to recall all such loans/facilities availed by the same customer from Bank, irrespective of the regular repayment in such accounts.

23. I shall pay all costs, charges and expenses, including stamp duty and legal costs on actual basis and

other charges and expenses which may be incurred in preparation of any documents related and/or incidental to the Loan documents, as also for the enforcement or attempted enforcement of the security created.

24. I understand that as a pre-condition, relating to grant of the loans/advances/other funds based and/or non-fund based credit facilities to me, Bank requires our consent for the disclosure by Bank of, Information and data relating to us of credit facility availed all to be availed, by us, by obligations assumed/to be assumed, by us, in relation thereon to and default, if any, committed by us, in discharge thereof.
25. Notwithstanding anything contained herein, the claim of the Borrower for loss or damage to the Asset(s) due to gross negligence, if any, on the part of the Bank, shall not exceed beyond the value of the Asset(s) as determined by Bank excluding the value of non-gold fastenings, precious and semi-precious stones in case of total loss of the Asset(s) or shall be only the extent of cost of repair of such damage done to the Asset(s).
26. I hereby agree and give consent or the disclosure by the Bank of all or any such:
1. Information & data relating to us
 2. The information and data relating to any credit facility availed of/to be availed by us and
 3. Default, if any, committed by us, in discharge of any such obligations As Bank may deemed appropriate and necessary to disclose and furnish to Credit Information Bureau (India) Ltd. any other agency authorized in this behalf by RBI I undertake that:
 1. The Credit Information Bureau (India) Ltd, and any other agency, so authorized may use, process the said information and data disclosed by the Bank in a manner as deemed fit by them and.
 2. The Credit Information Bureau (India) Ltd, and any other agency, so authorized may furnish for consideration, the processed information and data or product there of prepaid by them, to Bank/FI's and other credit grantors or register users, as may be specified by the RBI in this behalf..
27. Interest rate on the facility will remain fixed for the entire tenor of the facility from the date of first disbursement. The rate of interest payable by the Borrower/s shall be subject to changes based on guidelines /directives issued by RBI to banks from time to time/money market condition. The Borrower/s also note and acknowledge that Bank is obliged to give effect to any revision of interest rates, whether upwards or downwards, on all existing advances/financial assistances as per the RBI guidelines/directives.
28. I hereby accept the valuation of the appraiser as correct. Jana Small Finance Bank Limited (Bank) is authorized and entitled to retain custody/ possession of the aforesaid gold/ gold/ gold ornaments as security of the loan amount.
29. I authorise the bank to auto-renew the loan for a further tenure upon maturity of the Loan tenure based my / our repayment record or credit decision at the Bank's sole discretion with the similar term and conditions of the loan documents.