



GOLD LOAN AGREEMENT

This loan agreement along with its annexures, applications, addendums and schedules (together known as the "**Agreement**") is executed at the place and on the date mentioned below in favour of Ujjivan Small Finance Bank Limited, a company incorporated under the provisions of the Companies Act, 2013 (CIN: L65110KA2016PLC142162) and a Banking Company within the meaning of Banking Regulation Act, 1949, with its Registered Office at Grape Garden, No: 27, 3rd "A" Cross, 18th Main, 6th Block, Koramangala, Bengaluru, Karnataka - 560095 (hereinafter referred to as "**the Bank**") BY the borrower, whose name, address and other details are set out in the Loan Application (hereinafter referred to as "**the Borrower**").

- 1. Loan:** The Bank may at its sole and absolute discretion, lend to the Borrower, and the Borrower agrees to borrow from the Bank, the Loan against pledge of the gold ornaments owned by the Borrower ("**Gold Security**"), for such amount and tenure as mentioned in the sanction letter issued by the Bank and referred herein below). The Borrower is aware and acknowledges that the Loan amount is arrived at by the Bank by taking into account the gold rate prevailing as on such date as decided by the Bank. The Borrower agrees and acknowledges sufficiency and reasonableness of the Loan, and shall not raise any objections or claim discharge from any of his/her obligations solely because the amount of Loan disbursed is less than the amount applied for. The Bank need not disburse the Loan, even if sanctioned, and/or restrict the disbursement, unless the Borrower complies with the applicable terms and conditions. The Bank is not under obligation to finance further credit requirements of the Borrower.
- 2.** The Bank may, at its sole discretion (without assigning any reasons), upon notice to the Borrower, recall the Loan and/or cancel the Loan (in full or in part). The Borrower shall abide by the terms and conditions and charges and fees governing the Loan, including all changes, modifications or amendments brought therein by the Bank from time to time by publishing on website of the Bank (www.ujjivansfb.in) and/or any branch.
- 3. Renewal and Enhancement of Loan:** The Bank may, at the request of the Borrower, renew/enhance the Loan on such terms and conditions, interest, fees and charges as the Bank may prescribe and subject to the continuation of the pledge over the Gold Security in favour of the Bank.
- 4. Repayment:** (i) The Loan together with interest shall be repaid either by way of bullet repayment, or in such other manner as stipulated by the Bank from time to time, within the tenure of the Loan as specified in the sanction letter. In case the Loan is repayable by way of periodical instalments, the Borrower shall repay the Loan together with interest calculated at reducing principal balance by way of periodical instalments ("PIs"), for the amounts and on the respective due dates. Provided that the Bank, at all times, shall have the right to recompute/revise/modify the PI and the dates of payment thereof and the Borrower shall forthwith issue fresh Repayment Instrument(s) to the Bank in the event of any such recomputation/revision/modification. (ii) The Borrower has given cheques/ECS/ACH mandate/Standing Instruction("SI") or such other instrument as acceptable to the Bank ["Repayment Instrument(s)"] covering all the outstandings due to the Bank under the Loan. The Borrower agrees that the Repayment Instrument(s) so given shall be valid as from the respective date(s) of such instrument, irrespective of the date of submission of such instruments and sufficient funds shall be available in the account to which the Repayment Instrument(s) are related to enable the Bank to recover the dues and shall not take any steps, which in any way are likely to affect the repayment thereunder, including without limitation issue any stop payment instructions or change the authorized signatory and/or withdrawal/revocation of such ECS/ACH mandate/SI. (iii) The Bank is authorized to carry out real time gross settlement ("RTGS")/national electronic fund transfer ("NEFT") transactions from the account of the Borrower as notified to the Bank. The Borrower is aware and acknowledges that RTGS/NEFT/Fund Transfer shall be subject to the guidelines/regulations issued by the Reserve Bank of India ("RBI")/National Payments Corporation of India ("NPCI"), which the Borrower has read and understood, and the Bank does not accept any liability with regard to consequences (if any) suffered by the Borrower due to wrong/erroneous information/instructions provided by the Borrower.. (iv) The Borrower shall be fully liable for all the risks associated with the modes of repayment. (v) If any due date for repayment falls on a Public Holiday the repayment shall be made on the succeeding Business Day. (vi) The Borrower is aware and acknowledges that credit for payments by any method will be given only after realization, on the due date(s) occurring after such realization.
- 5. Interest/Late Payment Charges/Penal Interest:** The Borrower shall pay interest on the Loan at the rate stipulated in the sanction letter. The Borrower is aware and acknowledges that interest shall be computed as per the prevalent policy of the Bank, and shall be benchmarked to Marginal Cost of fund-based Lending Rate ("MCLR") or External Benchmark Lending Rate ("EBLR") or such other rate duly notified by the Bank in its branches, outlets, offices or website, and interest shall be subject to the changes due to the applicable laws or RBI guidelines and/or internal policy of the Bank. In case of delay of repayment of principal or interest or any other monies, Borrower shall pay late payment charges/penal interest as prescribed by the Bank.
- 6. Pledging of Gold Security:** The Borrower, as the bonafide owner/joint-owner and is in possession of the Gold Security, will create a first and exclusive charge by way of pledge in favor of the Bank by depositing the same with the Bank in a sealed packet to be kept with the Bank during the tenure of the Loan. The Gold Security shall also be security for all other monies that may be due and payable by the Borrower to the Bank, on any account whatsoever, whether present or future, including any liability of the Borrower as a surety or co-obligator either jointly or severally with any other person. The Bank need not recognize any charge or lien or encumbrance, claimed by anyone, over the Gold Security. In case the Gold Security is found to be stolen or obtained by fraud, the Borrower shall be fully liable and responsible for any consequences arising due to such fraud/misrepresentation/theft and shall indemnify and keep indemnified the

Bank for any losses or damages or claims on account of such wrongful declaration/misrepresentation and the Loan shall be repaid forthwith.

7. **Valuation of Gold Security:** The Gold Security may be got valued by an assessor appointed by the Bank and the Loan amount may be arrived at by taking into account the valuation report supplied by such assessor ("Valuation Report"). The Valuation Report shall be final and binding on Borrower, and the Borrower shall not dispute or cause to be disputed the value of Gold Security. It is understood that by virtue of the Loan being sanctioned by the Bank to the Borrower, it does not mean, the Bank confirms or accepts the Gold Security pledged is to be of 22 carat purity or that it is from genuine sources.
8. **Gold Deposit Receipt:** At the time of pledge of the Gold Security by the Borrower with the Bank, the Bank may issue a receipt to the Borrower acknowledging receipt of the Loan by the Borrower against the pledge of Gold Security. At the request of the Borrower, the Bank may issue duplicate receipt on payment of such charges as stipulated by the Bank and upon the Borrower furnishing indemnities and executing such other documents as required by the Bank.
9. **Pre-closure:** The Bank may, at its pure discretion, allow the Borrower to pre-close the Loan, prior to the expiry of the tenure of the Loan subject to the terms and conditions stipulated by the Bank from time to time.
10. **Representation and Warranties:** The Borrower shall be deemed to have represented and warranted on a continuing basis that: (i) The margin/Loan To Value ratio stipulated in the sanction letter issued by the Bank shall be maintained throughout the tenure of the Loan, and in case there is any change therein with reference to the stipulated percentage the Borrower shall furnish additional security to the satisfaction of the Bank or comply with such advise issued by the Bank, (ii) He/She is a citizen of India, (iii) Until repayment of the Loan in full, the Borrower shall not leave India for employment or business without the consent of the Bank, (iv) He/She has done all the acts and has all the authorisations to ensure performance and compliance of obligations under, the Loan, (v) no civil or criminal proceedings (including but not limited to insolvency proceedings) is/are concluded or initiated or pending or threatened against the Borrower or its assets, (vi) Except to the extent disclosed in writing, the Borrower is not a director or relative of a director of the Bank or any other bank or senior official or relative of a senior official of the Bank nor does any director or employee or senior official of the Bank or their relative have any substantial interest in the activities carried out by the Borrower, (vii) He/She is not classified as a special mention account (SMA) or defaulter/wilful defaulter or facing any proceedings for declaring as defaulter/wilful defaulter and if any lender initiates or threatens any action for declaring the Borrower as wilful defaulter, the Bank shall have the right to take appropriate proceedings against the Borrower, (viii) The Borrower shall submit to the Bank a certification, in such form, mode and manner as stipulated by the Bank, regarding end use of the Loan, and the Bank shall have the right to take appropriate measures (including criminal action) against him/her if such certification is found to be wrong.
11. **Event of Default:** The occurrence of any of the following events shall constitute an event of default ("Event of Default"): (i) Non-payment of amounts on the due date(s), (ii) non-renewal of NACH/ECS/SI before the due date, (iii) Breach of any terms and conditions governing the Loan, (iv) If any information/representation/declarations given by the Borrower to the Bank, are found to be false, misleading or incorrect, (v) Any default under any credit facility agreement entered into by the Borrower with the Bank, any bank and/or financial institution and/or other creditors, either under the loan documents or vice-versa, (vi) Initiation or threatening of any proceedings for declaring the Borrower as insolvent or wilful defaulter or passing of any order against the Borrower thereunder, (vii) Borrower's death, insolvency, failure in business or commission of an act of bankruptcy, (viii) Any attachment, distress, execution or other process against the Borrower or Gold Security, (ix) Any event of creation or attempt to create any encumbrance or charge or lien over the Gold Security, without the prior consent of the Bank, (x) Downward variation in the value of the Gold Security, (xi) Discovery of or suspicion of any fraud by the Borrower, in the opinion of the Bank, or (xii) Existence of any circumstance which, in the opinion of the Bank, jeopardizes the Bank's interest.
12. **Remedies of the Bank:** Upon the occurrence of an Event of Default, without prejudice to any other rights that the Bank may have under the Applicable Law or otherwise, the Bank shall be entitled to sell by private treaty or public auction (including auction in open market) or otherwise the Gold Security after giving the Borrower a notice of 7 (Seven) Business Days or such other period as deemed fit by the Bank, which the Borrower agrees is a reasonable period for the purpose of Section 176 of the Contract Act, 1872. The auction shall be conducted by the Bank as per the auction policy of the Bank. In the event that the proceeds so realized are insufficient to meet the amounts of outstandings under the Loan, the Bank may take further actions as it may deem necessary to realize the balance amount from the Borrower. Provided that the Bank shall not be obligated to first exhaust the remedy of selling the Gold Security before initiating any other legal actions and may initiate such legal actions, whether prior to, simultaneously or subsequent to other remedies. The Borrower shall not have right of claiming any loss arising out of any such sale or any postponement thereof.
13. On completion of tenure and on payment of outstandings in full to the Bank by the Borrower, the Borrower shall collect the Gold Security from the Bank at his/her cost and responsibility. The Borrower shall not hold the Bank liable for any loss suffered by the Borrower due to the Gold Security remain lying with the Bank even after closure of the Loan. The Bank shall be entitled to hand over the Gold Security after closure of the Loan either to the Borrower or to his/her lawful successors (only in case of death of the Borrower. In case of death of the Borrower, redemption will be permitted as per the death claim settlement policy of the Bank after receipt of the entire dues in the Loan) after confirming identity of the Borrower/lawful successors to the satisfaction of the Bank. The Borrower shall verify the Gold Security handed over within the premises of the Bank and any concern/question shall be brought to the notice of the Bank immediately. The Bank shall not entertain any concern/question/complaint once the Borrower leaves the premises.
14. **The Bank's Right of General Lien and Set Off:** In addition to any general lien and right of set off or similar rights available to the Bank under applicable law or otherwise, the Bank may at any time and without notice to the Borrower, combine or consolidate all or any of the Borrower's deposit accounts maintained by the Borrower with any branch of the Bank and set-off or transfer any sum or sums towards satisfaction of any of the Borrower's liabilities to the Bank under the Loan or otherwise, actual or contingent, primary or collateral and joint or several. The Bank may also exercise

lien on any Gold Security in respect of the outstandings or dues in relation to any other accounts held by the Borrower with the Bank.

15. **Disclosure:** The Borrower authorizes the Bank to exchange, share, disclose or part with, any or all of the information and data pertaining to him/her or his/her account(s) (including personal sensitive data/information and/or any other information that requires a consent under the Information Technology Act, 2000 and the Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Data or Information) Rules, 2011 and/or any other statute), whether provided by the Borrower or otherwise, with any statutory/regulatory bodies or financial institutions or Credit Bureaus/Agencies or parent/subsidiary/affiliate/associate of the Bank or any other third parties engaged by the Bank or with whom the Bank has business relationship, as may be required/permitted by any law, rule or regulations or as required by the Bank and the Borrower shall not hold the Bank or its agents/representatives/employees liable for using/sharing such information. The Borrower hereby gives specific consent to the Bank for disclosing/submitting the 'financial information' as defined in Section 3 (13) of the Insolvency and Bankruptcy Code, 2016 ('Code') read with the relevant Regulations/Rules framed under the Code, as amended and in force from time to time and as specified thereunder from time to time, in respect of the Credit/Financial facilities availed from the Bank, from time to time, to any 'Information Utility' ('IU') as defined in Section 3 (21) of the Code, in accordance with the relevant Regulations framed under the Code, and directions issued by RBI to banks from time to time and hereby specifically agree to promptly authenticate the 'financial information submitted by the Bank as and when requested by the concerned 'IU'.
16. **Charges/Fees:** the Borrower shall be liable to pay non-refundable processing Fees at the time of disbursement of the Loan by the Bank, even if the Borrower chooses not to avail the Loan. The Borrower shall also pay to the Bank applicable documentation charges, stamp duty, cheque/ECS/ACH/SI return charges, late payment charges, penal interest and all such charges mentioned in the sanction letter. The Borrower agrees that the Bank shall have the right to debit the account(s) of the Borrower for any shortfall in margin/Loan To Value ratio caused due to downfall in the value of the Gold Security.
17. **Transfer/Assignment:** The Borrower shall not be entitled to transfer/assign his/her rights and/or obligations under the loan documents to anyone. However, the Bank shall be at liberty to transfer/assign its rights and/or obligations in relation to the outstandings under the Loan or any portion thereof, at its discretion, without notice to the Borrower, to any entity. This shall be without prejudice to the Bank's rights to transfer/assign its rights and/or obligations, at its discretion, without notice to the Borrower, on any portion or whole of the outstandings under the Loan ("Participation") to one or more scheduled commercial banks ("Participating Bank/s") under the provisions of the Uniform Code Governing Inter Bank Participations, 1988, or its amendments (copy of which can be had from the Bank against requisition), which the Borrower shall be deemed to have read and understood. The Participation shall not affect the rights and obligations, inter se, Borrower and the Bank in respect of the Loan, in any manner whatsoever. The Borrower shall not have and shall not claim any privity of contract with any such Participating Banks. The Borrower shall continue to be bound by the terms and conditions governing the Loan notwithstanding such assignment and the Borrower agrees that the assignee shall acquire an interest in the Loan upon the assignment taking effect.
18. **Appropriation of Payments:** The Borrower agrees and undertakes that notwithstanding anything contained herein or in any other documents or instructions given by the Borrower, the amount realised/received/recovered by the Bank towards repayment of the Loan may be appropriated: (i) firstly, towards the re-imbursement of the costs/expenses incurred by the Bank; (ii) secondly, towards Interest in arrears, whether debited or not; and (iii) lastly, towards the principal amount of the Loan. Notwithstanding the above, any amount received by the Bank may be appropriated towards the amounts due from the Borrower in the manner that the Bank deems fit, at its absolute discretion.
19. **Governing Law and Jurisdiction:** The Borrower expressly agrees that all disputes arising out of and/or relating to the Loan or any other relevant document or as to the rights, duties, liabilities of the parties, shall be subject to the jurisdiction of the court/tribunal of the city/place in which the branch of the Bank where the loan account of the Loan is maintained and that, accordingly, any legal action, suit or proceedings may be brought in those courts/tribunals of competent jurisdiction. Provided however, that the Bank shall be entitled to pursue the same in any other court of competent jurisdiction at any other place and the Borrower irrevocably submits to and accepts the jurisdiction of those courts/tribunals. The loan documents and the terms and conditions shall be governed by and construed in accordance with Indian Law.
20. **Notice:** Any notice or request or communication to be given or made by a party to the other shall be in writing and shall be sent to the concerned party(ies) at the address mentioned/specified herein. The notice/request/communication sent by the Bank may be sent in any manner that the Bank may so deem fit and proper (in its sole and absolute discretion) and the same shall be deemed to have been received by the Borrower: (i) if given by post on the expiration of 2 (Two) days after the same shall have been delivered to the post office, and (ii) if delivered personally, when left at the address of the Borrower, and a certificate by an officer of the Bank who sent such notice or communication that the same was so given or made shall be final, conclusive and binding on the Borrower. If there occurs any change in the particulars furnished, the Borrower shall intimate the Bank in writing about such change within 2 (Two) weeks of such change along with supporting proof, and till then the Bank is authorized to recognize the information available in its domain in regard to the Loan.
21. **Other Conditions:** (i) The Borrower agrees that in case of loss or damage to the Gold Security due to theft/fire/natural calamity/force majeure event/an act of God/Govt. imposed restrictions/unforeseen circumstances beyond control of the Bank, then the liability of the Bank shall be limited, confined to the payment of proportionate amount of insurance claim received from the insurer, (ii) The Borrower shall inform the Bank of any change in his/her financial condition, which is likely to affect the Bank's decision to continue the Loan. (iii) The Borrower shall, on the Bank's request, submit such further documents, information, matters and things as the Bank may consider necessary, (iv) The Bank on its part is not obligated to provide any statements of the Loan account to the Borrower during the course of the Loan unless specifically requested by the Borrower.

The Borrower is aware and acknowledges that he/she is not under obligation to accept/acknowledge/agree to/sign this document unless he/she reads, understands and convinces himself/herself about the terms and conditions and he/she is fully agreeable with the clauses.

DETAILS OF SANCTION LETTER ISSUED BY THE BANK:

Reference Number of Sanction Letter	
Date of Sanction Letter	

DECLARATION IF BORROWER SIGNS IN VERNACULAR LANGUAGE

We, the below named persons, confirm and state that the contents of this document have been fully explained to the Borrower in vernacular language (viz., Language Known to the Borrower and the Witness) known to him/her, and he/she admitted and acknowledged the contents of same.

Name of Witness	Address of Witness	Signature

Signed and delivered by the within named Borrower and Bank in token of and in witness of them having read (and/or being explained), verified, understood, unconditionally accepted and acknowledged, agreed, confirmed and declared all clauses herein, and for having authenticated accuracy and correctness of the same.

Dated on Day, Month and Year at Place.

Borrower	For Ujjivan Small Finance Bank Limited
<div></div> <div>(Signature) Name:</div>	<div></div> <div>(Signature) Name of Authorised Signatory: Designation:</div>