

## GOLD LOAN AGREEMENT

This agreement made by the Borrower(s)/ primary pledger, on-----day of-----month-----year at-----place the details where are given at the end of the Agreement (hereinafter called the "Borrower" which expression shall include its successors executors, administrator, legal heir and all persons claiming/ deriving title there under)

### IN FAVOUR OF

BANDHAN Bank Ltd., a Banking Company incorporated under the provisions of Companies Act, 2013, carrying on its business of banking under Banking Regulation Act, 1949, having its Registered office at DN-32, Sector-V, Salt Lake City, Kolkata-700 091 and one of branch at \_\_\_\_\_ among other places, (hereinafter called the "Bank" and shall include executors, administrative successor, administrator & assigns)

WHEREAS the Borrower has requested the Bank vide application dated ---- -- to sanction Gold Loan limit against security of gold ornaments.

AND WHEREAS the Bank has agreed to grant the said loan limit on the terms and conditions as set out in the Sanction Letter dated \_\_\_\_\_ against the security of gold as specified in 'Gold Deposit Receipt' (hereinafter referred to as the 'Security') which is agreed by the borrower.

### NOW THE BORROWER WITNESSES AS UNDER

1. I / We hereby declare that the gold ornaments/gold coins described under appraiser' certificate/gold deposit receipt, to be deposited as security with the Bandhan Bank(Bank) belong solely to me/us. I/We further declare that the gold ornaments & gold coins is not defective/challenged by any person in any manner, it is not spurious or of inferior quality and has been acquired by me/ us from genuine sources and is my/our bonafide property and no other person has claim, lien or charge against it.
2. I/We acknowledge that the Bank shall have no liability for any consequences arising out of any erroneous details provided by me/us and I/we shall utilize the Loan solely for the purpose stated in the Loan application form and will not be used for any speculative or anti -social purpose.
3. I/We agree that, the valuation of the gold ornaments & gold coin 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/coin from time to time the amount of loan will be conveyed by me/us by the Bank.
4. I/We am/are the owner/joint-owners and am/are in possession of certain gold ornaments/("Gold Security") over which I/We will create a first and exclusive charge by way of pledge in favor of the Bank.
5. Gold ornaments & jewellery pledged with the bank shall be kept at the risk of the borrower in the ordinary safes, the Bank exercising only the ordinary care of the safe custody. The Bank shall not be liable in case of any damage to the articles by reason of accident, force majeure, act of God etc .
6. I/We agree that the Bank shall be entitled to open such sealed packet during tenor of the Loan and conduct investigation in connection with the quality of Gold Security at my/our cost at anytime and I/We would be solely responsible for any discrepancy in the purity/weight of such Gold Security. /We agree that the Bank has the right at any time to re-appraise/verify the gold ornaments & coins deposited with it and we would be solely responsible for any discrepancy in the purity/weight of such ornaments & gold coins. I/We voluntarily hereby provide our unconditional consent to the Bank for conducting all the tests for the purpose of valuation of my gold ornaments/coins in my/our presence or without my/our presence, including pointed scratching and acid test or any other verification as the Bank may require.I/We agree that, the Bank shall not be required to lend against the said ornaments & gold coins any amount inclusive of interest exceeding .....% of the net appraised value of the gold ornaments & coins. The Bank shall be at liberty to vary the said margin from time to time at its sole discretion and in case of downward fluctuations of price or upward movement of rate of interest the Bank may demand repayment to cover the margin on one week's notice .I/We agree that, at the time of renewal of the Loan whether during or after the expiry of the tenure of the Loan, I/We may request the Bank to grant the renewal to me/us on a higher/lower loan -to value ratio or any other term which the bank may allow

at its sole and absolute discretion subject to payment of a such fee as the Bank may prescribe.

7. I/We agree that the loan may be prepaid in whole or in part, by me/us. The bank may grant 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 bank, which prepayment and /or part payment charges 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 have under law, in case of non-payment of any dues, I/We 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 due and expenses incurred, if any, on that date. Part payment to be allowed any number of times during the tenure of loans, a minimum of 1 interest due should have been paid a minimum amount of Rs. 10000/or minimum 10% of the loan amount to be paid as part payment whichever is higher
8. I/We agree that, the Bank may, without assigning any reason and upon written notice mailed or delivered to me/us cancel in full or in part the Loan and demand repayment thereof. Upon such notice, the said Dues shall become forthwith due and payable by me/us to the Bank.
9. I/We hereby authorize Bank to carry out the RTGS/NEFT transaction as per details mentioned in the application. I/We understand that RTGS/NEFT request is subject to the RBI regulations and guidelines governing the same. I/ We further acknowledge that Bank accepts no liability for any consequences arising out of erroneous details provided by me/us.
10. I/We confirm that, the Gold Security and any other security furnished by me/ us to the Bank will be released only upon payment in full of the said Dues by me/us to the Bank including the interest and expenses incurred if any. In case the value of Gold Security falls lower than the required margin of the Bank as applicable from time to time, without prejudice to the right to declare on Event of Default under Clause 20 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/We 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.
11. I/We agree that, in addition to any general lien or similar right to which the Bank as bankers may be entitled by law, the Bank may at any time and without notice to me/us combine or consolidate all or any of the my/our accounts with and liabilities to the Bank and set off 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 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.
12. I/We agree that, Bank may open multiple accounts in my/ our name/s within the aggregate facility/ies sanctioned to me/ us and all the terms and conditions of this Agreement shall be applicable to all such accounts opened/ to be opened with the Bank.
13. I/We agree that the Interest calculation will be done on the basis of the outstanding balance method and on the basis of 365 days and we are liable to pay the Bank penal charges at \_\_\_\_\_% p.a., on the balance due to the Bank from the date of my/or failure in maintaining the margin, or in failure/ neglect in repaying the balance dues to the Bank. I/We agree that the penal charges may be revised from time to time in accordance with the Bank's policy and such revised charges would be prospectively made applicable.
14. If I/We fail to maintain such margin as aforesaid or if we/us 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/us 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 of the said ornaments/coins, to be deposited by pledge, either together or in lots or separately, either by public auction or private contact and subject such conditions as the Bank shall think fit absolutely and apply the net proceeds of such sale in or towards the liquidation of the balance then due to the Bank. Any shortfall after the adjustment of the net sale proceeds shall be repaid forthwith by me/us on demand by the Bank

### SCHEDULE OF CHARGES

- |  |   |
|--|---|
| 1) Stamp Duty at actuals .....             | 2) Valuation Charges + Service Tax .....  |
| 3) Processing Fees + Service Tax .....     | 4) Part Payment Charges .....             |
| 5) Fore closer charges + Service Tax ..... | 6) Penal Interest On Overdue Amount ..... |

All the above charges are subject to change as per bank's discretion from time to time

Applicant's Signature

15. I/We 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 the 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.
16. That any notice in writing required to be served hereunder shall be sufficiently served if addressed to me/us, at our address registered in the Bank or in the event of no such address being registered in the bank at our last known place of residence or business and left at such address or place aforesaid or forwarded to me/us 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 the Bank's local manager or agent or other authorized officer that envelope was so posted shall be conclusive proof of delivery .
17. That, Demand promissory note executed by me/us 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/We 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 us, Bandhan Bank Ltd., may at its sole discretion give time for payment to me/us without discharging me/us from liability.
18. The Following event shall constitute events of default and upon occurrence of which, the dues to the Bank shall become immediately due and payable by me/us to the Bank and further enable Bank to enforce the Gold security.
- 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
  - If any of the representation or statements or particulars made by me/us herein are found to false/misleading or incorrect
  - If the loan and interest is not repaid on the date of maturity/as per the timeline specified by the bank.
  - Upon detection of any systemic fraud in relation to the quality of the gold by the Bank.
  - If the value of the said Gold Security falls lower than the required margin of the Bank as applicable from time to time, due to change in market price (whether actual or reasonably anticipated) or any other reason or if there is any deterioration or any part thereof, which causes the security in the judgment of the Bank to become unsatisfactory in character or value.
  - If it is discovered that there is any collusion between the appraiser and me/us resulting in a fraudulent and erroneous valuation of gold ornaments & coins , or in case the Bank has a reasonable suspicion in this regard
  - If any attachment, distress, execution or other process against me/us or any of the security is enforced/levied upon
  - In the event of death, insolvency, commission of an act of bankruptcy of either of us
  - Any attempt by me/us, without prior written consent of the bank to create any charge, lien, mortgage or any other encumbrance over the gold ornaments & coins.
19. Upon the occurrence of an Event of Default, I/We authorize the bank to sell the Gold Security in the open market after giving me/us a sufficient notice not less than 7 days through speed/Regd post , which I/We 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/us. In case of more than one borrower, we agree that our liability shall be joint and several.

20. In case of my/our failure to repay the loan, I/we hereby authorize Bandhan Bank to publish my/our photographs 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 the Bank and the Bank shall have the discretion to publish the photographs of all or selected defaulters.
21. I/We 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 non-payment 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 the 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 the Bank, irrespective of the regular repayment in such accounts.
22. I/We 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/us, the Bank requires our consent for the disclosure by the bank of, information and data relating to us of credit facility availed of/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.

Accordingly, I/we hereby agree and give consent for the disclosure by the Bank of all or any such:

- Information & data relating to us
- The Information and data relating to any credit facility availed of/to be availed by us and
- Default, If any, committed by us, in discharge of any such obligations

As the Bank may deemed appropriate and necessary to disclose and furnish to Credit Information Bureau (India) ltd and any other agency authorized in this behalf by RBI I/We, undertake that:

- 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
- The Credit Information Bureau (India) Ltd, and any other agency, so authorized may furnish for consideration, the processed information and data or product thereof of prepaid to the Bank/FI's and other credit grantors or register users, as may be specified by the RBI in this behalf

I/We confirm having received, read and understood the terms and conditions applicable to this Loan and accept hereby without notice the terms and conditions unconditionally and agree that this terms and conditions may be changed by the Bank at any time and will be bound by amended terms and conditions. All T&C of loan agreement will be updated on the bank website from time to time.

Declarations: I/We, declare that  
In case of illiterate customers:

The contents of this application form and all loan documentation have been read over and translated into \_\_\_\_\_ language and explained to the Borrower(s) and He/She/They having understood the content thereof have subscribed to these presents (State the language of the borrower)

To be signed by a third party other than bank employee

Signed and Delivered by the within named Bank , Bandhan Bank Ltd through it's authorized official

For BANDHAN BANK LTD.

Applicant Name :.....

\_\_\_\_\_  
Authorised Signatory

\_\_\_\_\_  
Signature of the Applicant

**ACKNOWLEDGMENT FOR RECEIPT OF APPLICATION FORM**

Date : .....

To,.....

Bandhan bank has received your application for gold loan for Rs.....The Bank Would require a processing time of approximetly 2 working days from the date of receipt of the complete application form .This is subject to submission of all documents as per bank's requirement.

For Bandhan Bank Ltd  
Authorised Official

STANDING INSTRUCTION

From:

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To:

-----Branch

The Branch Head

Bandhan Bank Ltd

Ref: Execution of Standing instruction

Dear Sir/ Madam,

This is in reference to the Gold loan of INR...../-( Rupees.....) sanctioned to me/us by Bandhan bank .....branch .My Gold Loan A/C No. is .....& customer ID is ..... I authorise you to debit a sum of upto Rs...../-(Rupees.....) on the 01st / 05th of every month , starting from .... /...../.....onwards from my savings A/C No. .... in your branch towards Monthly /Equated Monthly Installment/Other dues to you.

This instruction is irrevocable

Yours truly

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(Borrower's Signature )

**DEMAND PROMISSORY NOTE**

Rs.....

ON DEMAND, WE, ....., promise to pay to BANDHAN BANK LIMITED ("Lender") or order the sum of Rs.....(Rupees..... only ) together with interest from the date hereof, at .....% per annum or such other rate the Lender may fix from time to time, compounding and payable with daily/monthly/ quarterly rests, for value received.

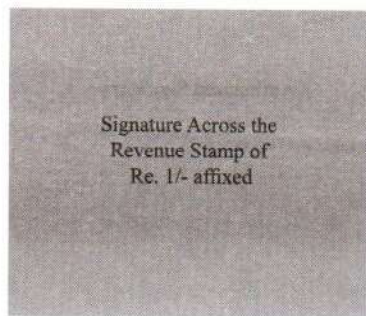
The borrower/s has/have to sign across the revenue stamp & DP note.

Place :.....

.....

Date :.....

.....



## LOAN SANCTION LETTER

Branch : .....Name of the Borrower .....

Mailing Address .....

Loan A/C No.

Dear Sir/Madam ,

We refer to the loan application submitted by you & are pleased to sanction the facility as detailed below :

Nature Of Facility	Gold Loans
Loan Amount (INR)	
Loan Tenor	
Fixed Internal Rate	& p.a
LTV %	
Maturity Date	
Default interest rate	% per month on the overdue instalments
Repayment Instruction/ Instrument return charges	Rs 500/- plus applicable service Tax per instance
Repayment Option	Upfront /Monthly) interest & principal on maturity/EMI
EMI amount if applicable	
Applicable charges	Processing Fees % of Loan amount Stamp Charges of agreement Valuation Charges Charges for extra statements -Rs 50/- plus S.Tax
Primary Security	Pledge of Gold Ornaments / coins
Mode of disbursement	Direct Credit      DD      RTGS/NEFT      Cash
Sr No . Of GDR	

The applicant acknowledges that

- 1) In connection with this loan application form , the customer has not made any payment in cash/bearer cheque or in kind
- 2) Loan condition variations along with interest rate fluctuations will be applicable & binding on me
- 3) As classification of NPA is borrower wise & not facility wise , hence classification of NPA of one facility will entitle the bank to recall all other loans/facility, irrespective of regular repayment in such accounts .

Declaration from Borrower

I/We understand & accept the terms & conditions mentioned above. We look forward to a mutually beneficial & long-term relationship.

Thanking you

Accepted

For Bandhan Bank Ltd .

**Authorized Signatory**

**Applicant's Signature**