



Details of the Pledged Articles				
Qty.	Gross Weight (Grams)	Net Weight (Grams)	Packet No.	Jewellery Photograph

I/We declare and understand that purity of the gold as aforesaid is at least 18.00 carat. However same is subject to reconfirmation by Auditors/Valuers appointed by Shivalik Small Finance Bank Ltd (referred to as Bank). whose decision will be final and binding on me/us ("Lender's Record"). The pledged gold's value has been arrived as per average of closing price of 22 carat gold for preceding 30 days as quoted by India Bullion and Jewellers Association Ltd. [formerly known as the Bombay Bullion Association Ltd. (BBA)] OR last day closing price of 22 carat gold as published by- Indian Bullion and Jewellers Association Ltd OR SEBI or Commodity & Exchange Board of India whichever is lower.

Signature of Borrower

**Acknowledgment of Gold Loan Application Form (To be Handed Over to Borrower)**

Dear Sir/Madam,

This is to acknowledge the receipt of the above Gold Loan Application Form. It is our endeavour to process the Loan Application within 3 days, Subject to furnishing of all the necessary documents as required by bank.

**GOLD DEPOSIT RECEIPT**

Date: \_\_\_\_\_ Borrower's Name: \_\_\_\_\_  
 CUID No: \_\_\_\_\_ Branch Code: \_\_\_\_\_  
 Primary Contact No: \_\_\_\_\_ Branch Address: \_\_\_\_\_  
 Branch Name: \_\_\_\_\_

**Borrower Photograph**

**Ornaments/Jewellery Photograph**

Details of the Pledged Articles				
Qty.	Gross Weight (Grams)	Net Weight (Grams)	Packet No.	Jewellery Photograph

This is electronically generated document and does not require any signature from Banks representative.

Signature of Borrower

Signed by OTP

**SANCTIONED TERMS & CONDITIONS**

- A. We refer to the application form dated: \_\_\_ / \_\_\_ / \_\_\_\_ for grant of the Gold Loan) described below.
- B. We acknowledges and confirms that the below mentioned are the most important terms and conditions in the application for the loan (and which would apply to the borrower in respect of loan). I agree that the loan is accepted by the Bank and they shall be read in conjunction with the Application Form(s) and the Standard Terms (Gold Loan):
  - Borrower Name:
  - Type of Loan: Loan against Pledge of Gold Ornaments/Jewellery
  - Scheme:
  - Loan Amount: Rs.
  - Loan Tenure: \_\_\_\_\_ Months (Subject to Standard Terms)
  - Repayment Frequency:
  - Processing Fee + GST: Rs.
  - Hospicash charges + GST : Rs.
  - Personal accident coverage charges + GST : Rs.
  - Rate of Interest: \_\_\_\_\_ % P.A.
  - Rate of Interest Type: Fixed
  - Mode of Computation: Simple Interest
  - Disbursal Date:
  - Overdue Charges:
  - Loan Maturity Date: (Subject to Standard Terms)
  - Purpose:
  - Insurance Charges:
  - Annualized Percentage Rate:
  - Foreclosure Charges: Up to \_\_\_\_\_ % of loan sanction amount
  - Pledged Articles: The gold ornaments/jewellery have been deposited with Bank to secure the loan
  - and only gold component of pledged Articles will be considered for valuation.

“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”

“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”

Auction: Bank may auction the Gold as per its policy in case of breach of terms.

Schedule of Charges (Exclusive of Taxes)	
Particulars	Charges
Processing Fees + GST	Rs. _____
Charges Auction	As Per Actuals
SOA issuance Charges	NA

C. I/We acknowledge and confirm having received a copy of Loan documents.

D. Borrower understands that all payment receipts are provided electronically only. However, if physical payment confirmation is required, please obtain the same from our branch on paying nominal charges.

E. The expression “Bank” shall unless it be repugnant to the context or meaning thereof, be deemed to mean and include, its successors and assigns and the expression “Borrower” shall unless it be repugnant to the context or meaning thereof, be deemed to mean and include, the legal heirs, executors, administrators, successors and assigns);

F. I/we hereby understand and agree that I/we may apply for loan by submitting the Application Form(s) and SHIVALIK SMALL FINANCE BANK LIMITED ( referred to as “Bank”) may agree to grant such loan (s) (each “Loan”) that are or will be governed by these terms and conditions (“Standard Terms”) read together with the Application Form(s), Terms and Conditions and any other document as exchanged between the parties (together referred to as “Loan document”). Capitalized terms used but not defined herein shall have the meaning subscribed in Application Form and the terms and conditions mentioned in the Loan documents. I hereby read, understand, agree, accept and acknowledge all the terms and conditions governing such Loan(s) including the Standard Terms mentioned herein.

G. The Terms and Conditions are accepted by me either electronically by verifying the One-Time Password (OTP) sent to me by my Bank, or by physically signing the document in the branch. I understand that such verification by way of OTP or physical signature shall be conclusive evidence of my acceptance of these Terms and Conditions, and the same shall be binding on me

Signature of Borrower

Signed by OTP

### General Terms & Conditions

#### 1. Loan Disbursement

1.1 I/We understand and agree that the Bank may grant the loan against Pledged Articles on the basis of the representations made by me. .

1.2 I/We understand, agree, and hereby request the Bank to offer the Loan for a maximum period of 12 months, which is subject to the policy of the Bank applicable from time to time. However, I understand and agree that the initial grant of the loan will only be for the Tenure (with the Loan Maturity Date) as stipulated in the Application Form. The renewal of the loan shall be done separately at the discretion of the Bank as per the renewal policy

1.3 I/We understand and agree that in the event that the Bank accepts my request for the Loan and sanctions the Loan, the Bank may disburse Loans into my bank account.

**2. Interest, other Overdue charges and Payments:**

- 2.1. I/We understand and agree that the interest and charges on the Loan(s) shall be charged as specified in the Loan Document and I acknowledge and agree that the rate of interest specified is reasonable and as explained by the Bank .
- 2.2. I/We understand and agree that all taxes , imposts, duties (including stamp duty) and relevant registration and filing charges in connection with the Loan (as applicable) shall be borne by me and that if any such cost is incurred by the Bank on my account, I shall forthwith reimburse the same to the Bank.
- 2.3. I/We understand and agree that the interest shall be charged on an actual or reduced balance, assuming a year of 365/366 days as applicable and interest shall be payable on monthly intervals unless otherwise specified.
- 2.4. I/We understand and agree that I shall make all disbursements of loan/repayment of loan/payment of interest and all other transactions (in freely transferable funds, without any set off, counter claim or any deduction) on or before the respective due date and if the due date is not a business day, then I agree to make payment on the business day preceding that day.
- 2.5. I/We understand and agree that the Pledged Articles 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 the Bank

**3. Pledged Articles:**

- 3.1. I/We understand and agree that we are/I am the absolute owner and is in rightful possession of certain gold ornaments/jewellery (along with any stone or diamonds attached to such Ornaments/jewellery) which have been pledged to the Bank by way of first and exclusive charge ("Pledged Articles") in a sealed packet to be kept with Bank and there is no lien, encumbrance, charge(s) or claim(s) on the same apart from that created in favour of the Bank.
- 3.2. I/We understand and agree that the Bank shall be entitled, without furnishing any notice or intimation, to open such sealed packets during the tenor of the Loan and conduct investigation in connection with the quality of the Pledged Articles (including but not limited to melting/cutting/ conducting destructive tests or other tests on the Pledged Articles) at my risk and cost, at any time and I hereby, provide consent for the same. I understand, agree and undertake that the findings of the Bank shall be final and binding and I shall not dispute the same in any manner whatsoever.
- 3.3. I/we understand and agree that the Pledged Articles and any other security furnished by me to the Bank will be released only upon payment in full of the dues outstanding by me to the satisfaction of the Bank.
- 3.4. I/we understand and agree that my title to the Pledged Articles is not defective or challenged in any manner nor it is spurious or of inferior quality.
- 3.5. I/we understand and agree that in the event of loss of the Pledged Articles due to theft, burglary etc., the liability of the Bank is limited to replacing the lost Pledged Articles with the amount in cash equivalent to the value of gold (after deductions on account of diamond and stones etc.) in the Pledged Articles as per the records of Bank, after adjusting all the outstanding dues of the Bank .The replacement cost shall be calculated by way of weight and purity (as maintained in Bank's record) and multiplying the same by current date price of gold as per published data and the same shall be final and binding upon me.
- 3.6. I/We understand and agree that Bank shall have no liability for any loss/damage caused to the pledged articles due to reasons beyond its control i.e. natural calamities such as fire, floods, earthquake etc. and in such eventualities, I/We shall receive only such compensation if and when received by the Bank from the settlement of Insurance claim.

**4. Valuation of Pledged Articles:**

- 4.1. I/we understand and agree that the valuation of the Pledged Articles shall be done by an assayer authorized and appointed by the Bank and the Loan amount shall be determined by the Bank on the basis of the value of the Pledged Articles as set out in the valuation report supplied by the assayer, after considering margin prescribed by Bank and amended from time to time Such value shall be subject to the market price of the Pledged Articles from time to time. The pledged gold's value has been arrived as per average of closing price of 22 carat gold for preceding 30 days as quoted by India Bullion and Jewellers Association Ltd. [formerly known as the Bombay Bullion Association Ltd. (BBA)] as prescribed by Reserve Bank of India subject to change from time to time.
- 4.2. I/we understand and agree and confirm that the value of the Pledged Articles as maintained in Bank's record is acceptable, conclusive, final and binding upon me and the same shall not be disputed in any manner, at any point in time.
- 4.3. I/we understand and agree that by virtue of the Loan being sanctioned by the Bank to me, it does not mean, the Bank confirms or accepts the gold ornaments/jewellery pledged is of a particular carat purity.
- 4.4. I/we understand and agree that if the Pledged Articles are found to be fake or spurious or of lesser purity, or stolen, Bank reserves the right to initiate appropriate investigation/criminal action against me as deemed fit and I shall be solely responsible for all the costs and losses suffered by the Bank on this account.

4.5. I/we understand, and agree that only gold component of the Pledged Articles shall be considered for any valuation purposes and Bank will not consider the value of stone or diamond embedded in gold Ornaments/Jewellery at any time including at the time of replacement of lost pledged articles.

**5. Margin:**

- 5.1. "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"
- 5.2. "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"
- 5.3. I/we understand and agree that the value of the Pledged Articles shall be monitored on regular basis and if value of the Pledged Articles comes down below the Margin requirements, Bank may demand for creation of additional security of proportionate weight/value or repayment of Loan in part or full and upon such demand I shall promptly comply with the requirement.
- 5.4. I /we understand that notwithstanding anything mentioned herein, if in case of any default by me to repay the loan amount together with interest/charges within the due date or to make the amount of shortfall in margin requirements, of the value of the Pledged Articles as demanded by the Bank or any circumstance/s which may materially affect my ability to fulfil my obligations under these Terms and conditions, the Bank has the legitimate right to initiate legal proceedings against me and/or sell the Pledged Articles through an auction process at any time by giving 7 days prior Notice to me at the address given in the application form, even before the expiry of loan tenure. I hereby agree and consent to the same and shall not dispute the same in any manner at any point in time.
- 5.5. I /We understand and 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.

**6. Covenants:**

- 6.1. I/we understand and agree that I shall indemnify, keep indemnified and hold harmless the Bank for all losses, expenses, charges, damages, costs and liabilities (including due to claims by a third party), incurred by the Bank as a result of any breach by me of any terms and conditions of the Loan Documents or any misrepresentation made in relation to the Loan or Pledged Articles. I understand and agree that I shall also reimburse the Banks for any cost and expenses in connection with the Loan(s) including insurance cost, enforcement costs, clearance of arrears of all taxes and any other levies of Government, etc. without any delay, demur or protest.
- 6.2. I understand and agree that I shall not utilize the funds for purchase of gold in any form, (including primary gold, gold bullion, gold ornaments/-jewellery, gold coins, units of gold exchange traded funds (ETF) and units of gold mutual funds). I understand and agree that I shall utilized the loan amount for the purpose stated in the loan application.
- 6.3. I/we understand and agree and accept that notwithstanding contained in the Loan Documents, any payment made by me/us under this loan arrangement, shall be appropriated by the Bank in following order:
- (a) recovery of Principal amount;
  - (b) interest payable and all sums due and payable.
  - (c) cost, charges, and expenses.
- 6.4. I/We agree to promptly intimate the Bank in writing for any changes or modifications in the information shared by me in the loan application form.
- 6.5. I/we understand and agree that I shall furnish all documents/information as may be required by the Bank from time to time and that the Bank may by itself or through its agents verify any given information, credit references, employment details and obtain credit reports or any other information deemed necessary by the Bank, from time to time.

**7. Events of Default:**

- 7.1. Default has occurred in the payment/ repayment of any monies (whether at stated due date, by acceleration or otherwise) under the Transaction Documents.
- 7.2. I have defaulted (other than a payment default) in the performance of any covenant and such covenant is not remedied with 3(three) days of such breach.
- 7.3. I have, or there is a reasonable apprehension that I would, voluntarily or involuntarily become the subject of proceedings under any bankruptcy or insolvency law.
- 7.4. My death, or the change of my constitution without the consent of the Lender.
- 7.5. Arrest or detention in prison on the ground of theft of ornaments or any suspicion of theft of ornaments.
- 7.6. The security, if any, for the Facility is in jeopardy or ceases to have effect.
- 7.7. If any of the representations or statements or particulars made by me herein are found to be false, misleading or incorrect.
- 7.8. Breach of any terms and conditions, obligations, representations contained herein and/or in the sanction letter, security documents, loan documents etc.
- 7.9. Occurrence of any circumstances or event which adversely affects my/our capacity to repay the loan or to honour the obligations or which is prejudicial to the interest of the bank.
- 7.10. Upon detection of any systemic fraud in relation to the quality of the Pledged Articles.
- 7.11. If the value of the Pledged Articles falls lower than the required Margin as stipulated from time to time, due to change in market price or any other reason. I understand, agree and accept that upon occurrence of any of the above, Lender may:
  - a) call upon me to pay forthwith the outstanding balance of the Facility together with interest and all sums payable as per Transaction Documents;
  - b) call upon me to pay all claims, costs, losses and expenses that may be incurred by the Lender because of any act or default on my part of with respect to the Facility and/or for the recovery of the outstanding dues (including legal/attorney fee) and/or on account of my failure of any of the terms and conditions under the Transaction Documents.
  - c) sell the Pledged Articles by auction.
- 7.12. Such other event as may be specified by the Bank in the Sanction Letter or otherwise. In the event of any default by the Borrower in duly repaying/ paying the dues or any part thereof and/ or failure in the Borrower/ Pledgor performing its obligations in accordance with the provisions of the Pledge Agreement/Transaction/Facility document the Bank shall, without the requirement of any consent or concurrence of the Borrower/Pledgor, be entitled to do all or any of the following:
  - a. Upon the occurrence of any of event, the dues shall immediately become payable and the Bank shall be fully entitled to recall the loan facility.
  - b. Invoke and enforce the pledge;
  - c. Sell or otherwise dispose of all or any of the Pledged Commodities by public auction or in such manner, at such price and on such terms and subject to such conditions as the Bank may think fit.

The Bank shall not in any way be liable for any loss or depreciation in value of the Pledged Gold Ornaments/Jewellery whilst in the possession of the Bank or in the course of sale, realisation or disposal or otherwise.  
Such invocation and sale of the Pledged Gold Ornaments/Jewellery shall be to the cost of the Borrower/Pledgor and any shortfall arising out of such invocation and sale shall be made good to the Bank by the Borrower/Pledgor at his/its sole costs, risks and responsibility.
- 7.13. Any attempt by me without prior written consent of Bank to create any charge, lien, mortgage or any encumbrance over the pledged articles.
- 7.14. 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.
- 7.15. If any attachment, distress, execution or other process against me or any of the security is enforced/levied upon.
- 7.16. If the value of the Pledged Articles falls lower than the required Margin as stipulated from time to time, due to change in market price or any other reason.

- 7.17. I/we understand and agree that auction shall be conducted by the Bank by giving advertisement in daily newspapers in vernacular language and another advertisement in a national daily newspaper, after giving me a notice of 7 business days which I agree is a reasonable period for the purposes of Section 176 of the Indian Contract Act. 1872.  
I understand that,  
o At the time of auction gold price shall be considered previous 30 days average closing price of 22 carat gold rate issued by the India Bullion and Jewellers Association Ltd. [formerly known as the Bombay Bullion Association Ltd. (BBA)]  
o Auction price shall be of bank's discretion basis bank's internal policy, minimum 2 bidders required for auction and highest bid shall be accepted by the bank.
- 7.18. I understand and agree that I shall be intimated by registered letter/courier service, SMS or telephone or personal intimation or via email or via any other mode of communication regarding its intent to subject the Pledged Articles to public auction.
- 7.19. I/ have no objection to Bank and/ or its agents providing me/us information on various products, offers and services provided by Bank through any mode (including telephone calls, SMSs/ emails, letters etc.) and authorize Bank and/ or its agents for the above purpose. I confirm that laws in relation to the unsolicited communication referred in "National Do Not Call Registry" as laid down by 'TELECOM REGULATORY AUTHORITY OF INDIA' will not be applicable for such information/ communication to me.
- 7.20. I/we understand and agree that the Auction shall be conducted as per the guidelines issued by Bank.
- 7.21. I/we understand and agree that the proceeds realised from the sale of the Pledged Articles shall be utilized towards the repayment of dues under the Loan. In the event the proceeds realised are insufficient to meet the amount of dues, the Bank reserves the right to take such other and further actions as it may deem necessary to realise the balance amount from me. However, if the amount realized is higher than the total amount due, then the excess amount, will be refunded to me after adjusting all applicable outstanding dues
- 7.22. I/We understands and agree that in the event of default, Bank will have unqualified right to disclose or publish the information about me and my default in the public domain including through social media.
- 7.23. Enforce any rights available to it under any law or contract.

#### **8. Additional Facilities:**

- 8.1. I/we understand and agree that I may apply for further/additional facilities (continuing the pledge for such additional Loan(s)) using online secure platforms (Online loan ) or by making the call to the toll-free numbers of the Bank. Bank may at its discretion extend such additional loan subject to the Borrower complying with the Bank's credit parameters and submitting all documents/information as may be required.
- 8.2. I/we understand and agree that the Bank shall have the right of lien and set off in respect of the Pledged Articles and any proceeds of sale thereof, in respect of any other facilities availed by me from the Bank from time to time.

#### **9. Maturity and Renewal:**

- 9.1. Upon maturity, I/we shall either repay the loan along with interest, and such other dues as are payable by me/us to the Bank ("Dues") or I/we may, at any time request a renewal/ enhancement of the loan which the Bank may grant me/us at its sole and absolute discretion, subject to the continuation of pledge over the Gold security in favour of the bank and provision of such other security and in such from as the bank may require and such variation in the rate of interest as the bank may prescribe as per its policies prevailing at the time of such renewal/enhancement.

#### **10. Miscellaneous:**

- 10.1. I/we understand and agree that all communications shall be sent in writing to the address furnished by me in the Application Form for loan. If there is any change in the address or contact details, same shall be promptly intimated in writing by me to the Bank, failing which, it will be presumed that all communications including demand notices, auction notices etc. send to the said address are deemed to have been received by me.
- 10.2. I/We understand and agree that any dispute, controversy, or claims arising out of this Loan Agreement/Terms and Conditions or any related transaction emanating therefrom, or the breach, termination, or invalidity thereof, shall first be referred to arbitration under the Arbitration and Conciliation Act, 1996 ("Act") and be conducted and administered through the mode of Online Dispute Resolution by an independent and neutral, third-party institution called "Jupitice Justice Technology Limited" in accordance with rules and regulations as laid down by the Arbitration and Conciliation Act, 1996, and also in conjunction with rules and regulations of "Jupitice Justice Technology Limited" as applicable to fast-track e-arbitration, available on the internet and hosted on the website [arbitration.jupitice.com](http://arbitration.jupitice.com) maintained by "Jupitice Justice Technology Limited."

The arbitration tribunal appointed to adjudicate the dispute shall consist of an independent sole arbitrator appointed in accordance with the Arbitration and Conciliation Act, 1996, and rules of "Jupitice Justice Technology Limited." The seat of the arbitration proceedings shall be Gautam Buddha Nagar, Uttar Pradesh, India. All costs of arbitration shall be borne by both parties equally. All arbitration proceedings shall be conducted in the English language, and the procedural law of the arbitration shall be Indian law. The award of the arbitration tribunal shall be final and binding on the parties. Bank will have no direct or indirect influence in the selection of the Arbitrator by Jupitice Justice Technology Limited."

- 10.3. In case of death of the borrower, the security items are to be released/ handed over to the nominee (appointed at the time of sanction of loan) only after recovery of full dues including the principal, interest, penal interest if any, and charges after verification of original KYC documents of borrower/nominee.
- 10.4. I/we understand and agree that the Bank shall, without prejudice to any other agreement, at its sole discretion, be at liberty to apply any other money, amounts, securities and other property belonging to me (whether singly or jointly with another or others) in possession of the Bank or any of its subsidiary/affiliate/associate company in or towards payment of the dues under any loan granted by the Bank to me.
- 10.5. I/we understand and agree that the Bank shall be entitled at my sole risk and cost to engage one or more person(s) to collect my dues and shall further be entitled to share such information, facts and figures pertaining to me as the Bank deems fit.
- 10.6. I/we understand and agree that the Bank may, at any time, assign or transfer all or any of its rights, benefits and obligations under the Loan Documents.
- 10.7. I understand and agree that all transactions shall be only executed between the regular working hours of the Lender on business days only.
- 10.8. I/we understand and agree that the Bank reserves the right to amend the terms and conditions by intimating the same to me.
- 10.9. I/we understand and agree that by utilising the Loan provided, I am unconditionally and irrevocably accepting the terms and conditions listed hereunder and as may be amended from time to time and shall abide by and be bound by them at all times.
- 10.10. FATCA: I understand, agree and hereby confirm that I am a citizen and permanent resident of India and subject to the tax regime of India. Pledge: The gold ornaments/jewellery have been deposited with Bank to secure the Facility and only gold component of pledged Articles will be considered for valuation.
- 10.11. Pledge: The gold ornaments/jewellery have been deposited with Bank to secure the Loan and only gold component of pledged Articles will be considered for valuation. This loan is sanctioned in compliance with the "Fair Practice code" of the Bank which is available on Bank's website [www.shivalikbank.com](http://www.shivalikbank.com). Please go to fair practice code by clicking on the link: [http:// www.shivalikbank.com/policy/-Fair-Lending-Practice-Code-Policy.pdf](http://www.shivalikbank.com/policy/-Fair-Lending-Practice-Code-Policy.pdf)

- 10.12 I/We understand and agree that the pledged gold articles and any other security furnished by me/us to the Bank shall be released only upon full repayment or settlement of all dues outstanding to the satisfaction of the Bank. The Bank shall release the pledged gold ornaments to me/us or my/our authorised representative within seven (7) working days from the date of full repayment or settlement of the loan, subject to completion of necessary formalities and verification.
- 10.13 The Bank shall exercise due care and diligence in safeguarding the pledged gold ornaments. In the event of any loss, shortage, damage, deterioration, or discrepancy in quantity or purity of the pledged gold, whether detected during internal audit, physical verification, or at the time of release/auction, the same shall be promptly recorded and communicated to the borrower(s)/legal heir(s).
- The Bank shall, after due verification, compensate the borrower(s)/legal heir(s) in accordance with its internal policy and approved procedure governing such matters, based on the assessed value and extent of loss determined by the Bank. However, the Bank shall not be liable for any loss or damage caused due to reasons beyond its control, such as natural calamities, fire, flood, earthquake, or acts of God, except to the extent of insurance proceeds received by the Bank under such circumstances."
- 10.14 The Borrower promise to pay timely interest when it is demanded. The Loan together with interest shall be repaid either by way of bullet repayment, or in such other manner as stipulated by the Bank as specified in the sanction letter/loan Documents. Interest/Overdue Charges: The Borrower shall pay interest (Fixed ROI) at 24 % on yearly basis for the full loan tenure. In the event of default or delay in repayment of the due amount of the loan (Principal or Interest or Both). The Borrower shall be liable to pay overdue charges at 12 % P.A. The overdue charges shall be applicable on the overdue amount for the number of days the due amount remains overdue, in accordance with the regulatory guidelines as applicable from time to time.
- 10.15 The Borrower acknowledges that the Bank may facilitate optional insurance cover(s) in respect of the pledged gold or otherwise, offered by registered insurers. Availing such insurance is purely voluntary and is not a pre-condition for sanction, renewal, or disbursement of the Loan. The Borrower's choice and consent, including details of the insurer and premium, are separately recorded in the Borrower's Declaration forming part of this Agreement. The Bank acts only as a facilitator and shall not be liable for any claim, liability, or deficiency of service under such insurance policy"

#### **10.16 Closure of Linked Savings Account**

“The Borrower hereby irrevocably authorises the Bank, subject to applicable law and regulatory guidelines, to close the Savings Account opened or designated in connection with the Loan (‘Linked Savings Account’) upon full repayment and closure of the Loan Account, unless the Borrower submits a written request to the Bank for continuation of such Savings Account.

In the absence of such written request, the Bank shall be entitled to exercise its right of lien and set-off and appropriate any balance lying to the credit of the Linked Savings Account towards adjustment of any outstanding amounts payable by the Borrower to the Bank under the Loan and/or any other facilities or obligations, whether existing, future, actual or contingent.

Any surplus amount remaining after such appropriation shall be refunded to the Borrower, and thereafter the Linked Savings Account shall be closed in accordance with the Bank’s policies, without requiring any further act, deed or confirmation from the Borrower.”

#### **10.17 Option to Continue Linked Savings Account**

“Where the Borrower desires to continue the Linked Savings Account after closure of the Loan Account, the Borrower shall provide a clear and explicit written request to the Bank prior to or at the time of closure of the Loan Account.

Continuation of the Linked Savings Account shall be subject to the Bank’s prevailing policies applicable to deposit accounts, completion of any required documentation, and compliance with applicable laws, rules and regulatory guidelines, including those issued by the Reserve Bank of India. The Bank reserves the right to decline continuation of the account in accordance with such policies and guidelines.”

11. **Overdue Charges:** In the event of default or delay in repayment of the due amount of the loan (Principal or Interest or Both). The Borrower shall be liable to pay overdue charges at \_\_\_\_\_% P.A. The overdue charges shall be applicable on the overdue amount for the number of days the due amount remains overdue, in accordance with the regulatory guidelines as applicable from time to time.

12. **Asset Classification**

Pursuant to the Reserve Bank of India vide their Notification on "Prudential norms on Income Recognition, Asset Classification and Provisioning pertaining to Advances - Clarifications" dated 12th November 2021, I, the Borrower shall note the following loan classification structure:

Classification	DPD Bucket Range	Description
<b>SMA-0</b>	<b>Up to 30 Days</b>	If due date of a loan account is March 31, 2021, and full dues are not received before the day- end process for this date, the date of overdue shall be March 31, 2021 it shall get tagged as SMA-0 on March 31, 2021.
<b>SMA-1</b>	<b>More than 30 Days and up to 60 Days</b>	Continuing from the above, if the account continues to remain overdue, then it shall get tagged as SMA-1 upon running day-end process on April 30, 2021 i.e., upon completion of 30 days of being continuously overdue.
<b>SMA-2</b>	<b>More than 60 Days and up to 90 Days</b>	Continuing from the above, if the account continues to remain overdue, it shall get tagged as SMA-2 upon running day-end process on May 30, 2021 i.e., upon completion of 60 days of being continuously overdue.
<b>Non Performing Asset (NPA)</b>	<b>More than 90 Days</b>	Continuing from the above, and if continues to remain overdue further, it shall get classified as NPA upon running day-end process on June 29, 2021. Once an accounts become NPA i.e., remains continue overdue for 90 days, it will be tagged as NPA till it clears all overdue amount* and its DPD becomes 0. Any partial payments made will not change the NPA status.

\*Overdue amount is Interest due or Principal and Interest due as per the repayment schedule.

13. I/we expressly consent to and authorize the Bank (whether acting by itself or through any of its service providers, and whether in automated manner or otherwise), to collect, store and process my application details, personal data and sensitive Information about me, information, papers and data relating to know your customer (KYC) credit information, and any other information about me/pertaining to me or not as may be deemed relevant by the Bank (collectively, "Information) and I/We hereby also expressly consent to and authorize the Bank to download KYC details from the CKYC registry using my CKYC ID for the purpose of Gold loan application expressly consent Bank to share and disclose the Information to service providers, consultants, credit information companies, information utilities other banks and financial institutions, affiliates, group companies, subsidiaries regulators, investigating agencies. Judicial, quasi-judicial and statutory authorities, or to other persons/ Institutions/entities as may be necessary in connection with the contractual or legal requirements or in the legitimate interests of the Bank or as per the consent, undertake to process information ling by way of storing, structuring, organizing, reproducing, copying, using, profiling, etc as may be deemed fit by the Bank and for the purposes of credit appraisal, fraud detection, anti- money laundering obligations, for entering into contract, for direct marketing. I expressly agree to the Bank, its service providers, agents and/or its affiliates for using, the information and for marketing promotion and cross selling to me their various products and services of the Bank from time to time via telephone, SMS and/or email.

14. **Grievance Redressal**

Dear Borrower, if you have any grievance or complaint, please contact our Customer Care Representative, or visit your nearest Branch. You may also use Complaint Box or Complaint form available at Branch for submitting your complaints. Please use the following escalation matrix if your grievances remain unresolved: (in Hindi)

**Level 1: Branch Manager / Phone Banking Number / Customer Care Centre**

Please contact our Business Correspondent (BC contact details <https://shivalikbank.com/regulatory-section/notice-board/list-of-business-correspondents>) or contact the Branch Manager at your nearest branch office or contact our Phone Banking Officer at toll free number 1800-202-5333 or send an email to [customercare@shivalikbank.com](mailto:customercare@shivalikbank.com)

**Level 2: Nodal Officer**

If you are not satisfied with the response received from the Branch/Phone Banking/ Customer Care Centre or if you don't receive a response within 7 working days, you may call or write to the Nodal Officer at the address and contact details provided below:

Nodal Officer	
Name of Nodal Officer:	<b>Rupesh Tyagi</b>
	Shivalik Small Finance Bank Ltd.
	2nd and 3rd Floor, Add India Tower, Plot no. A-6A, Sector 125, Noida 201303
Contact Detail:	0120-4060011
Email ID:	<a href="mailto:grievance@shivalikbank.com">grievance@shivalikbank.com</a>

### Level 3 : Principal Nodal Officer

If you are not satisfied with the response received at Level 2 or if you don't receive a response within 7 working days, please escalate the same to the Principal Nodal Officer (PNO) at the address and contact details provided below:

Name of Principle Nodal Officer:	<b>Jayatri Singh</b>
	Shivalik Small Finance Bank Ltd.
	2nd and 3rd Floor, Add India Tower, Plot no. A-6A, Sector 125, Noida 201303
Contact Detail:	0120-4060011
Email ID:	<a href="mailto:pno@shivalikbank.com">pno@shivalikbank.com</a>

Our Principal Nodal Officer will endeavour to resolve the issue to the complainant's satisfaction within 7 working days. In case, the complaint needs more time to examine, the complaint shall be acknowledged by explaining the need for more time to respond. Escalation to Integrated Ombudsman: We would like to inform all our customers that our bank is covered under THE RESERVE BANK - INTEGRATED OMBUDSMAN SCHEME, 2021. If you are not satisfied with the resolution provided by the bank or if your grievance is not redressed within 30 days of submitting your grievance, you may approach Integrated Ombudsman by filing an online complaint at <https://cms.rbi.org.in> Complaints may also be submitted through physical mode to the. "Centralized Receipt and Processing Centre" (CRPC) established at Chandigarh

Address of CRPC:

Centralized Receipt and Processing Centre (CRPC),  
Reserve Bank of India, Central Vista, Sector 17, Chandigarh – 160017 Email - [crpc@rbi.org.in](mailto:crpc@rbi.org.in)  
RBI Contact Centre with toll free number – 14448

### 15. Engagement of Recovery Agent

- (a) The Borrower acknowledges and agrees that the Bank or its Business Correspondent, at sole discretion of the Bank, may appoint a recovery agent to act on behalf of the Bank in the event of any default by the Borrower in repaying the loan or any outstanding dues. The Bank reserves the right to assign, reassign, or replace the recovery agent without prior notice to the Borrower.
- (b) The appointed recovery agent shall have the authority to:
- i. Collect overdue amounts, including principal, interest, penalties, and other charges, from the Borrower on behalf of the Bank.
  - ii. Negotiate, compromise, or settle any outstanding amounts owed by the Borrower, subject to approval from the Bank.
  - iii. Initiate legal or other actions, including but not limited to repossession of secured assets, in accordance with applicable laws and the terms of this agreement.
- (c) The Borrower agrees to cooperate with the recovery agent appointed by the Bank and to provide necessary information or documents requested by the recovery agent to facilitate recovery. The Borrower shall not prevent or obstruct the recovery agent from performing its duties in any manner.

- (d) The recovery agent shall follow all applicable laws, rules, and regulations, including guidelines laid down by the Reserve Bank of India (or relevant regulatory authority), in performing recovery activities. The Borrower acknowledges that the Bank and the recovery agent shall maintain confidentiality and follow ethical standards while conducting recovery actions
- (e). All reasonable costs and expenses incurred by the Bank and/or the recovery agent in connection with the recovery process, including legal fees, will be borne by the Borrower and will be added to the outstanding dues.
- (f). The Bank reserves the right to transfer or assign its rights and obligations under this clause to any third party, including the recovery agent, without prior notice to the Borrower.

**Declaration in Hindi:**

मैंने/हमने उपरोक्त खण्डों तथा महत्वपूर्ण कर्ज समझौते को पढ़ लिया है और समझा दिया गया है। इसे मेरी/हमारी उपस्थिति में भरा गया है। मैं/हम इस महत्वपूर्ण विवरण सहित सभी शर्तों को मानने के लिए बाध्य होंगे। पूर्वोक्त में दिए गए करारनामों और अन्य दस्तावेजों को मेरी/हमारी समझ में आने वाली भाषा में मुझे/हमें बताया गया है और मैंने/हमने विभिन्न खण्डों का पूरा तात्पर्य समझ लिया है। ऋण प्राप्तकर्ताओं ने इस समझौते की विषयवस्तु सत्यापित करने और समझने के बाद अपने हस्ताक्षर किये हैं।

**Declaration in Marathi:**

संपूर्ण करार माझ्या/आमच्या उपस्थितीत भरला गेला आहे हे मी/आम्ही वाचले/स्पष्ट केले आहे. मला/आम्ही केलेल्या कर्ज अर्जात मी/आम्ही भरलेल्या सर्व अटी आणि तपशिलांच्या संदर्भात स्वतःचे समाधान केल्यानंतरच बँक या कराराचा पक्ष बनण्यास सहमत आहे/ते याची मला/आम्हाला जाणीव आहे.

**Declaration in Gujarati:**

મેં/અમે ઉપરોક્ત કલમો અને મહત્વપૂર્ણ લોન કરાર વાંચ્યા અને સમજી લીધા છે. આ મારી/અમારી હાજરીમાં ભરવામાં આવે છે. હું/અમે આ મહત્વપૂર્ણ વિગત સહિત તમામ નિયમો અને શરતોનું પાલન કરવા બંધાયેલા રહીશું. ઉપરોક્ત અને અન્ય દસ્તાવેજોમાં સમાવિષ્ટ કરાર મને/અમને સમજાય તેવી ભાષામાં જણાવવામાં આવ્યો છે અને હું/અમે વિવિધ કલમોનો સંપૂર્ણ અર્થ સમજી ગયા છીએ. ઋણ લેનારાઓએ આ કરારની સામગ્રીને ચકાસ્યા અને સમજ્યા પછી હસ્તાક્ષર કર્યા છે.

**Declaration in Tamil:**

எனது/எங்கள் முன்னிலையில் முழு ஒப்பந்தமும் பூர்த்தி செய்யப்பட்டுள்ளதை நான்/நாங்கள் படித்தோம், அது தொடர்பாக /எனக்கு/எங்களுக்கு விளக்கமும் அளிக்கப்பட்டுள்ளது. நான்/நாங்கள் செய்த கடன் விண்ணப்பத்தில் நான்/நாங்கள் பூர்த்தி செய்த அனைத்து நிபந்தனைகள் மற்றும் விவரங்கள் குறித்து தான் திருப்தியடைந்த பின்னரே வங்கி இந்த ஒப்பந்தத்தில் ஒரு தரப்பினராக ஒப்புக்கொள்கிறது என்பதை நான்/நாங்கள் அறிவோம்.

**Declaration in Telugu:**

నా/మా సమక్షములో నింపబడిన మొత్తం అంగీకారపత్రాన్ని నేను/మేము చదువుకున్నాము / చదివి వివరించగా విన్నాము. మాచే / మాచే చేయబడిన లోన్ దరఖాస్తు లో నాచే/మాచే నింపబడిన షరతులు మరియు వివరాలను అన్నింటికీ సంబంధించి తనకు తానుగా సంతృప్తి చెందిన తర్వాత మాత్రమే ఈ అంగీకార పత్రానికి ఒక పక్షముగా ఉండడానికి బ్యాంక్ అంగీకరించిందని నాకు/మాకు అవగాహన ఉంది.

Signature of Borrower

Signed by OTP

### Disbursement Request Form

To  
 SHIVALIK SMALL FINANCE BANK  
 501,Salcon Aurum, Jasola District Center, New Delhi,Delhi-110025

Name of Applicant  
 Subject: Request for disbursal for Loan Account Number  
 Dear Sir / Ma'am

This is with reference to my loan account number (LAN), dated \_\_\_\_\_, I undersigned do hereby request you to issue my loan disbursal as per the details given herein below

### Loan Particulars

Account Number	
Amount in Rs.	
Total Loan Amount	
Processing Fees	
Cash Disbursal	
Old loan amount adjusted	
Hospicash Charges	
Personal Accidental Coverage Charges	
Net Disbursal to Applicant/Borrower	

### Details of Disbursement through RTGS/NEFT /FUND Transfer (Rs)

Beneficiary Name	
Bank Name	
Bank A/C Number	
IFSC Code	
Disbursement Amount	

Shivalik Small Finance Bank, may deduct any Outstanding/ Advance EMI/PEMI Interest, Processing Fees, or any other charges including applicable taxes/fees, cost and expensed as per the accepted sanction terms and/or other conditions, from the total disbursed loan amount without any further confirmation form the borrower.

### Net Outflow to Applicant/Borrower

Disbursal Type	Beneficiary Ac. No.	Disbursed Amt. in Rs.
Online		

## KEY Fact Statement

KEY Fact Statement					
S.No.	Particulars	Details			
1	CUSTOMER NAME				
2	CUSTOMER ID				
3	LOAN PROPOSAL/ ACCOUNT No.				
4	Type of Loan				
5	Type of Scheme				
6	Disbursal Schedule 1.) Disbursement in stages or 100% upfront 2.) If it is stage wise, mention the clause of loan agreement having relevant details				
7	Sanctioned Loan Amount (in Rupees)				
8	Net Disbursed Amount				
9	Loan Tenure				
10	Annual Percentage Rate (APR) (%)				
<b>11 Instalment details</b>					
Type of Instalment	Number of EPIs	EPI (₹)	Disbursement Date	Commencement of Repayment, post sanction (EMI Start date)**	End Date of Repayment
*EPI to be calculated basis the actual number of days in a month					
Same Date of disbursement in following months					
12	Interest Rate (%) & Type (fixed or floating or hybrid)				
<b>13 Additional Information in case of Floating rate of interest</b>					
Reference Benchmark	Benchmark rate (%) (B)	Spread (%) (S)	Final rate (%) R= (B) + (S)	Reset periodicity	Impact of change in the reference benchmark for 25 bps change in 'R', change in.)
NA	NA	NA	NA	NA	NA
<b>14 Fees / Charges</b>					
Payable to RE(A)			Payable to third party through RE(B)		
		One Time/ Recurring	Amount (in Rs.) or Percentage (%) as applicable	One-time/ Recurring	Amount (in Rs.) or Percentage (%) as applicable
I)	Processing fees	One-Time		NA	NA
II)	Hospicash Charges	NA	NA	One-Time	
III)	Personal Accidental Coverage	NA	NA	One-Time	
IV)		NA	NA	NA	NA
<b>15 Details of Contingent charges (in Rs. or %, as applicable)</b>					
I)	Overdue charges, if any ,in case of delayed payment	Nil			
II)	Other penal charges, if any	NA			
III)	Foreclosure charges, if applicable	1.) For 6 Months Loan Tenure: Charges Up to 2% of loan sanction amount, if loan is closed within 3 months of loan disbursement 2.) For 12 Months Loan Tenure: Charges Up to 2% of loan sanction amount, if loan is closed within 6 months of loan disbursement			
IV)	Publication Charges	On Actuals			
V)	Auction Charges	On Actuals			
VI)	Legal Notice Charges	On Actuals			
VII)	Any other charge (please specify)	NA			
<b>Part 2 (Other qualitative information)</b>					
1	Clause of Loan agreement relating to engagement of recovery agents	NA			
2	Clause of Loan agreement which details grievance redressal mechanism	For grievance redressal mechanism please refer Clause "13" "Grievance Redressal" of General Terms & Conditions".			
3	Phone number and email id of the nodal grievance redressal officer	For grievance redressal mechanism please refer Clause "13" "Grievance Redressal" of General Terms & Conditions".			
4	Whether the loan is, or in future maybe, subject to transfer to other REs or securitisation (Yes/ No)	Yes			
5	In case of lending under collaborative lending arrangements (e.g., co-lending/ outsourcing),following additional details may be furnished:				
Name of the originating RE, along with its funding proportion		Name of the partner RE along with its proportion of funding		Blended rate of interest	
NA		NA		NA	
<b>6 In case of digital loans, following specific disclosures may be furnished</b>					
i) Cooling off/look-up period, in terms of RE's board approved policy, during which borrower shall not be charged any penalty on prepayment of loan			NA		
ii) Details of LSP acting as recovery agent and authorized to approach the borrower			NA		
*The interest amount will vary basis the number of days in a month					

**Annexure - B**

Sr. No.	Parameters	Details
1	Sanction Loan Amount (In Rupees)	
2	Loan Term	
a.)	No of instalments for payment of principal, in case of non-equated periodic loans	
b.)	i.) Type of EPI	
	ii.) Amount of each EPI (in Rupees)	
	*EPI to be calculated basis the actual number of days in a month	
	iii.) nos. of EPIs	
c.)	No. of instalments for payment of capitalised interest, if any	-
d.)	Commencement of repayments, post sanction	
3	Interest rate type (fixed or floating or hybrid)	Fixed
4	Rate of Interest	
5	Total Interest Amount to be charged during the entire tenor of the loan as per the rate prevailing on sanction date (in Rupees)	
	*Total Interest will vary depending upon the no. of days in a particular month	
6	Fee/ Charges payable	
a.)	Payable to the RE	
b.)	Payable to third-party routed through RE	
7	Net Disbursed Amount	
8	Total amount to be paid by the borrower	
9	Annual Percentage rate- Effective annualized interest rate	
10	Schedule of disbursement as per terms and conditions	100% Up Front
11	Due date of payment of instalment and interest	

### Borrower Declaration

1. I/ We, \_\_\_\_\_ the undersigned (hereinafter referred to as "I" with all its grammatical variations or "the Borrower" and the term shall include their successors, transferees, novates and permitted assigns).
2. I represent and declare that the details furnished above are true and correct to the best of my/our knowledge and believe and I undertake to inform the Bank of any changes therein, immediately. In case any of the above information is found to be false or untrue or misleading or misrepresenting, I/We am/are aware that I/we may be held liable for it.
3. I am a Citizen of India; and permanent resident of India and subject to the tax regime of India.
4. I am not a Director/Promoter/member of promoter group companies of a Bank or any other bank. I am not in any way related to any of the Directors of the Bank.
5. I am not a politically exposed person (PEP) nor I am related to any politically exposed person (PEP)  
Definition -Politically exposed persons are individuals who are or have been entrusted with prominent public functions in a foreign country, e.g.Heads of States or Governments, senior politicians, senior government/ judicial/military officers, senior executives of state-owned corporations, important political party officials, etc.
6. I/We, am/are not a near relative of Director of the Shivalik Small Finance Bank Ltd./other Bank/Senior Official of Shivalik Small Finance Bank Ltd.  
Definition: Near Relative means - Spouse, Father, Mother (including step-mother), Son (including step-son), Son's Wife, Daughter (including step-daughter), Daughter's Husband, Brother (including stepbrother), Brother's wife, Sister (including step-sister), Sister's husband, Brother (including step-brother) of the spouse, Sister (including step-sister) of the spouse.
7. I am not a Senior Officer of the Shivalik Small Finance Bank Ltd.
8. I hereby declare that I am not the employee of FI, RCU, DSA and Collection Agency.
9. I hereby declare that I am not in anyway related to appraiser.
10. I have not submitted any application for insolvency, been declared insolvent nor has any insolvency/ bankruptcy proceeding been initiated against me.
11. The information furnished by me in this Application is true and correct.
12. I have not defaulted on any repayment of any other loan interest or any other amount to any Bank or creditor and my name does not appear on the Reserve Bank of India's ("RBI") list of defaulters and Export & Credit Guarantee Corporation's ("ECGC") caution list or any list/notifications issued by the RBI with respect to anti money laundering or combating financing of terrorism or any sanctions lists published by the United Nations Security Council with respect to terrorist related activities;
13. I am the true and lawful owner of the gold ornaments/jewellery and other articles ("Pledged Articles").
14. I am residing at the address given hereinabove and that address is the address for all communications and I shall immediately intimate SHIVALIK SMALL FINANCE BANK LIMITED, if there is any change in my address.
15. I confirm having read and understood the Terms and conditions which would apply to the loan being requested under this Application Form.
16. I understand that the sanction of the loan and any disbursement thereunder is at the sole discretion of Bank, which reserves its right to reject the Application, and that Bank shall not be responsible /liable in any manner whatsoever for such rejection or any delay in notifying me of such rejection. I understand and agree that Bank reserve the rights to retain the photographs and documents submitted with this Application.
17. I shall promptly inform Bank about any change in any of the information furnished. I further undertake to provide any further information/ documents that Bank and/ or its agents may require.
18. I consent/acknowledge the consent given by such third parties (as required) to Bank to obtain my KYC and credit related information/documents from third parties including Unique Identification Authority of India, Credit Information Bureau of India Ltd and other entities and also further consents that Bank may, by its self or through authorised persons, verify any information given, check credit references, employment details and obtain KYC related documents or credit reports to determine my genuineness and/or creditworthiness from time to time. I have no objection to Bank exchanging and sharing information with its affiliates, regulatory bodies, government and credit agencies and other such authority as may be required. In case there are more than one Borrower(s), each Borrower shall be jointly and severally liable to make payments under the Loan I undertake that there is no change in my KYC information as already submitted to Bank- only applicable in top-up.

19. I agree to receive SMS alerts/Emails/Phone calls related to my/our application status, account activity, service calls (including collections, advisories and educational informative messages), regulatory updates as well as product use messages/ calls that the bank will send/make, from time to time, on my /our mobile phone number as mentioned in the in this application form.
20. The valuation of the Gold Security shall be done by an independent assayer appointed by the Bank/BC 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 supplied by the assessor. Such value shall be subject to the market price of the Gold Security from time to time. The amount of the Loan will be conveyed to me/us by and under a sanction letter. I/We agree to abide by the terms and conditions of the sanction letter.
21. 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 the Bank. 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 an Event of Default /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 in this regard, at the Bank's sole discretion, deposit with the Bank, such additional security, as may be required. 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.
22. 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, as also for the enforcement or attempted enforcement of the security created. I/We authorise you to debit/ credit my/our account(s) kept with Bank towards any charges/ servicing the Gold Loan.
23. I agree that, as per RBI guidelines classification of accounts as NPA is done borrower wise and not loan wise and hence it may be noted that in case of non-payment of dues by the borrower in case of any loan availed from Bank and consequently the account is to be classified as NPA, all other loans accounts of the borrower, with the Bank and shall be classified as NPA as per the guidelines issued by RBI and it shall entitle Bank to recall all such loans/facilities availed by the same borrower from the Bank, irrespective of the regular/repayment in such accounts.
24. Renewal and Enhancement of Loan: Bank may, at the request of the Borrower, renew/enhance the Loan on such terms and conditions, interest, fees and charges as Bank may prescribe and subject to the continuation of the pledge over the Gold Security in favour of Bank .
25. I/We have no objection to SHIVALIK SMALL FINANCE BANK LIMITED and/ or its agents providing me/us information on various products, offers and services provided by SHIVALIK SMALL FINANCE BANK LIMITED through any mode (including telephone calls, SMSs/ emails, letters etc.) and authorize SHIVALIK SMALL FINANCE BANK LIMITED and/ or its agents for the above purpose. I confirm that laws in relation to the unsolicited communication referred in "National Do Not Call Registry" as laid down by 'TELECOM REGULATORY AUTHORITY OF INDIA' will not be applicable for such information/ communication to me.
26. The loan should not be utilised for any illegal or unlawful activities or speculative purpose.
27. I understand and agree that I shall not utilize the loan for purchase of gold in any form, (including primary gold, gold bullion, gold ornaments/jewellery, gold coins, units of gold exchange traded funds (ETF) and units of gold mutual funds), acquisition of small saving instruments (including KVP and NSC) or any illegal or unlawful activities or speculative purpose and shall utilized the loan amount for the purpose stated in the loan application.
28. The employee/ auditors of the Bank will have the right to verify the purity of the ornaments offered as collateral security adopting the standard appraisal methods as laid down by the Bank whenever such verification is warranted.
29. Bank Shall have no liability for any loss/ damage caused to the pledged articles due to reasons beyond its control i.e., natural calamities such as fire, floods, earthquake etc and in such eventualities the borrower shall receive only such compensation if and when received by the Bank from the settlement of insurance.

30. Declaration of Income: I/We hereby declare that the Gross Annual Income stated in this Application represents my/our self-declared income. I/We understand that the Bank has relied upon this declaration for assessing my/our eligibility and sanctioning the loan. I/We further confirm that the said declaration is true, complete, and correct to the best of my/our knowledge.

Yes  No

31. I hereby confirm that I/We have read, understood, and accepted all terms, conditions, and loan details as contained in the loan documents in the language in which the Bank has provided the forms. I/We further agrees and requests that all future notices, communications, and correspondence relating to the loan be issued by the Bank in the same language as the loan documents provided.  Yes  No

32. I am the true and lawful owner of the gold ornaments and other articles ("Pledged Articles").

Yes  No

33. I hereby confirm that the occupation stated by me in this loan application is true, correct, and reflects my current occupation as on the date of application. I understand that the Bank may rely on this declaration for updating its records, subject to applicable regulatory requirements. I further authorize the Bank to update my occupation details in its records and undertake to provide supporting information or documents, if required by the Bank.

Yes  No

### Declaration on Pledging Broken Gold Ornaments/Jewellery

I/we, hereby declare and confirm that the gold ornaments/jewellery provided for availing the loan from the bank is in broken state and request the bank to accept the same. I further declare that the bank will not be responsible for any further damage to these ornament/s in future, if any.

Broken Gold Ornaments/Jewellery Items.

1. 2. 3.

### MSME Declaration (Applicable for MSME Loans)

#### Declaration on submission of Chain with Black Beads for Gold Loan

I/we, hereby confirm that I have availed Gold Loan against Chain with black beads and other jewellery items and the same has been submitted with my consent. In case of any default against the extended loan I authorize the bank to auction Chain with black beads along with other Gold Ornaments/Jewellery as per the terms and conditions mentioned and I do not have any objection to the same.

I/we, Proprietor / Individual of M/s. \_\_\_\_\_ declare that, M/s. \_\_\_\_\_ is engaged into business of Manufacturing / Trading/ Services of \_\_\_\_\_

The original cost / investment (Gross Block) of plant and Machinery / equipment used to run the business was (approximately) The Turnover of my business is \_\_\_\_\_. Declaration has been given on behest of the bank for PSL Classification.

### Consent For Udyam Registration (If Applicable)

Registration with the Ministry of MSME, Govt. of India, can help micro-enterprises in improved access to bank credit and other government services. Government has approved a special process through which banks can help their micro-enterprise customers to obtain Udyam Registration Number by sharing their basic information (including Aadhaar) with Udyam Assist Platform ([www.udyamassist.gov.in](http://www.udyamassist.gov.in)).

I/We provide consent to Shivalik Small Finance Bank for sharing my required information, for getting Udyam Registration.

**Borrower Name:**

### Declaration by Farmer (Agriculturist) (Not applicable on Non-Agri Loans)

I/we \_\_\_\_\_ hereby declare that I am a farmer/ sharecropper/ lessee of agriculture land measuring \_\_\_\_\_ acres. I confirm that amount of loan being raised shall be used for agriculture & allied purposes as mentioned below:

purpose of funds: Agriculture & Allied Activities

I/We also declare that the above information is correct.

**Signature of Borrower**

Signed by OTP

**Declaration by Borrower - Insurance Consent Letter**

I hereby request and give my irrevocable consent to obtain a suitable insurance policy from Shivalik Small Finance Bank Limited In case of unforeseen circumstances as covered in the Personal Accidental Coverage Policy or Hospicah Policy as opted by the customer, the claim settlement amount (if applicable) will be acknowledged directly by the Insurance Partner.

<b>Insurance Type</b>	<b>Hospicash</b>	<b>Personal Accidental Coverage</b>
Premium Paid Including GST		
Insurance Start Date		
Insurance End Date		
Name of Insurer		
Name of Insured 1 (Borrower)		
Name of Insured 1 (Spouse)		

Borrower Name:

Signature:

**Annexure**  
**To Whomever It May Concern**

This is to confirm that I/We have understood the concepts related to dues, due dates, and classification of our borrower accounts as SMA/NPA under conduct of the accounts as mentioned below in reference to the Credit loan sanctioned to me/us vide sanction Letter dated \_\_\_\_\_

**Definitions:**

**Dues:**

The principal / interest/ any charges levied on the loan account which are payable within the period stipulated as per the terms of sanction of the loan.

**Overdue:**

The principal / interest/ any charges levied on the loan account which are payable but have not been paid within the period stipulated as per the terms of sanction of the loan . In other words, any amount due to the bank under any loan is 'overdue' if it is not paid on the due date fixed by the bank.

**Relevance of the Principle of 'First In First Out' (FIFO) in appropriation of payments into the borrower account:**

The Principle of FIFO i.e., 'First In, First Out' accounting method is relevant to arrive at the No. of days of overdue for determining the SMA / NPA status. The FIFO principle assumes that the oldest outstanding dues in the loan account needs to be cleared first. The FIFO method thus requires that what is due first must be paid by the borrower first. For example, if in any loan account as on 01.02.2021 there are no overdue and an amount of Rs. X is due for payment towards principal instalment/interest/charges, any payment being credited on or after 01 02.2021 in the loan account will be used to pay off the dues outstanding on 01.02.2021.

Assuming that nothing is paid /or there is partial payment (Rs Y) of dues during the month of February, the overdue as on 01.03.2021 will be Rs .X-Y. Additionally, an amount of Rs.Z becomes due as on 01.03.2021, Now any payment /partial payment into the account on or after 01.03.2021 will be first utilized to pay off the partial due of 01.02.2021 ( Rs X - Rs.Y) If there is more recovery than the Rs X - Rs Y. then after recovering dues of 01.02.2021, the remaining amount will be treated as recovery towards due of 01.03.2021.

**Age of oldest Dues:**

The age of oldest dues is reckoned in days from the date on which the oldest payment is due and continues to remain unpaid In the aforesaid illustration, if the Dues relating to 1st February 2021 remain unpaid till 01.03.2021, the age of the oldest dues is reckoned as 29 days on 02.03.2021.

**Non-performing Asset (NPA):**

Non-Performing Asset (NPA) is a loan or an advance where interest and/ or instalment of principal remains overdue for a period of more than 90 days in respect of a term loan.

**Classification as Special Mention Account (SMA) and Non-Performing Asset (NPA)**

Lending institutions will recognize the incipient stress in loan accounts, immediately on Default, by classifying them as Special Mention Accounts (SMA) The basis of classification of SMA / NPA Category shall be as follows:

Loans in the nature of Term Loans	
SMA Sub-categories	Basis for classification - Principal or interest payment or any other amount wholly or partly overdue
SMA-0	Up to 30 days
SMA-1	More than 30 days and up to 60 days
SMA-2	More than 60 days and up to 90 days
NPA	More than 90 days

**Illustrative movement of an account to SMA category to NPA category based on delay / nonpayment of dues and subsequent upgradation to Standard category at day end process:**

Loans in the nature of Term Loans							
Due Date of Payment	Payment Date	Payment Covers	Age of Oldest dues in days	SMA/NPA Categorisation	SMA since Date / SMA class date	NPA Categorisation	NPA Date
01.01.2022	01.01.2022	Entire dues up to 01.01.2022	0	NIL	NA	NA	NA
01.02.2022	01.02.2022	Partly paid dues on 01.02.2022	1	SMA-0	01.02.2022	NA	NA
01.02.2022	02.02.2022	Partly paid dues on 01.02.2022	2	SMA-0	01.02.2022	NA	NA
01.03.2022		Dues of 01.02.2022 not fully paid, 01.03.2022 is also due at EOD 01.03.2022	29	SMA-0	01.02.2022	NA	NA
		Dues of 01.02.2022 fully paid, Due for 01.03.2022 not paid at EOD 01.03.2022	1	SMA-0	01.03.2022	NA	NA
		No payment of full dues of 01.02.2022 and 01.03.2022 at EOD 03.03.2022	31	SMA-1	01.02.2022 / 03.03.2022	NA	NA
		Dues of 01.02.2022 fully paid, Due for 01.03.2022 not fully paid at EOD 1.03.2022	1	SMA-0	01.03.2022	NA	NA
01.04.2022		No payment of dues of 01.02.2022, 01.03.2022 and amount due on 01.4.2022 at EOD 01.04.2022	60	SMA-1	01.02.2022 / 03.03.2022	NA	NA
		No payment of dues of 01.02.2022 till 01.04.22 at EOD 02.04.2022	61	SMA-2	01.02.2022 / 02.04.2022	NA	NA
01.05.2022		No payment of dues of 01.02.2022 till	90	SMA-2	01.02.2022 / 02.04.2022	NA	NA
		01.05.22 at EOD 01.05.2022					
		No payment of dues of 01.02.202 till 01.05.2022 at EOD 02.05.2022	91	NPA	NA	NPA	02.05.2022

01.06.2022	01.06.2022	Fully Paid dues of 01.02.2022 at EOD 01.06.2022	93	NPA	NA	NPA	02.05.2022
01.07.2022	01.07.2022	Paid entire dues of 01.03.2022 & 01.04.2022 at EOD 01.07.2022	62	NPA	NA	NPA	02.05.2022
01.08.2022	01.08.2022	Paid entire dues of 01.05.2022 & 01.06.2022 at EOD 01.08.2022	32	NPA	NA	NPA	02.05.2022
01.09.2022	01.09.2022	Paid entire dues of 01.07.2022 & 01.08.2022 at EOD 01.09.2022	1	NPA	NA	NPA	02.05.2022
01.10.2022	01.10.2022	0	1	Standard Account with No Overdues	NA	NPA	STD from 01.10.2022

I/we also understand that the aforesaid few examples are illustrative and not exhaustive in nature covering common scenarios, and that, the IRACP norms and clarifications provided by RBI on the subjects referred above will prevail.

From: Mr/Ms/ M/s:

(Name and address of the borrowers)

Signature of Borrower

Signed by OTP

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

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



