

GOLD LOAN PLEDGE FORM

(For Fixed Rate & Bullet Repayment Variant Loans)

GL No.**Br.****Br. Code:**

<p>To The South Indian Bank Ltd.</p> <p>I hereby request for a loan of Rs.....(Rupees) for a period of months against pledge of gold ornaments mentioned in the Schedule hereto with approximate value of Rs.....The ornaments described exclusively belong to me. The purpose of the loan is for</p> <p>I hereby declare that I have read and understood the Terms and Conditions of the loan and agree to abide by them and any amendments thereto.</p> <p>I agree to pay interest, service or other charges as may be fixed by the bank from time to time.</p> <p>Name:.....</p> <p style="text-align: right;">Signature of the Pawner</p> <p>Son/ daughter / wife of Present Address Permanent Address</p> <p>Mob.No.:</p> <p>Email id :</p> <p>A/c No. (if any).....Age.....</p> <p>Occupation.....</p> <p>Place:</p> <p>Date:</p>	<p>CATEGORY OF BORROWERS: PRIORITY / NON-PRIORITY</p> <p>a) Whether SC/ST/BC/Others _____</p> <p>b) Whether MF/SF/Agri. Labourers:: _____</p> <p>c) Purpose of Loan (Specify the nature of crop in case of Agl. Gold loan) _____</p> <p>d) Extent of Land _____ Survey No. _____</p> <p>e) Village _____</p> <p>f) Taluk _____</p> <p>I hereby declare that the loan amount will be utilized for the declared purpose only.</p> <p style="text-align: right;">Signature of the Pawner</p>
<p>Introduced by</p> <p>A/c No.....</p> <p>Personally known to me.</p> <p style="text-align: right;">Signature</p>	

SCHEDULE OF GOLD PLEDGED

DESCRIPTION OF THE JEWELS	NO.	FINENESS (CARAT)	GROSS WEIGHT (Grams)	DEDUCTION(S) (Grams)	NET WEIGHT (Less impurity)	(For Office use) Rate Per Gram of 22 Carat - Rs..... Allowed Gold Loan of Rs. _____ for _____ months. Due Date for Closure : _____ Designated Officer: (Signature) Principal Officer: (Signature) Date:

						Received back the jewels pledged in good condition.
Total						
Deduction						
Net Weight						
Appraised Value						Date: _____ (Signature of the borrower/Pawner)

LOAN DETAILS
Tenure: _____ Months
Rate of Interest: _____ % PA with _____ rests
Penal Interest (%): _____
Processing fee : _____
Prepayment/Part payment charges: (If any) _____

SIGNATURE OF THE PAWNER/BORROWER

DECLARATION CUM TERMS AND CONDITIONS OF GOLD LOAN

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

1. All particulars/information given in the application form are true and complete and no material information has been suppressed/withheld. I/we acknowledge that South Indian Bank Limited ("the bank/lender") shall have no liability for any consequences arising out of any erroneous details provided by me/us. I/We authorize the Bank to carry out such credit checks and at such credit checks and at such time as it may deem necessary. The Bank may sanction this Loan at its sole discretion.
2. I / We am / are the owner / joint-owners and am / are in possession of certain gold Jewellery / ornaments ("Gold Security") over which I/ We hereby create a first and exclusive charge by way of pledge in favour of the Bank by depositing the same with the Bank. I/We agree that the Bank shall be entitled to conduct investigation in connection with the quality of Gold Security at my/our cost at any time without my/our presence.
3. 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/reduction of the Loan which the Bank may grant us at its sole and absolute discretion, subject to the continuation of the pledge over the Gold Security in favour of the Bank and provision of such other security and in such form as the Bank may require and such variations in the rate at interest as the Bank may prescribe as per its policies prevailing at the time of such renewal / enhancement.
4. At the time of renewal of the Loan whether during or after the expiry of the tenure at 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 terms, which the Bank may allow at its sole and absolute discretion, subject to payment of a such fee as the Bank may prescribe.
 5. I/ We agree that the Loan may be prepaid, in whole or in part, by me / us with the prior written consent of the Bank, on such terms and 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. 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 prescribed by the Bank on the entire Loan plus the interest due on that date.
6. 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. In case the value at Gold Security fails or is 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 under Clause 9 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 in this regard, at the Bank's sole discretion, deposit with the Bank, such additional security, as may be required. The Pawner (s) acknowledges and agrees that no further notice would be required for the invocation of the Pledge and the notice that is provided pursuant to the provisions of the clause would be a reasonable notice for the invocation of the pledge and under the provisions of the Indian Contract Act, 1872.
 7. I / We hereby represent(s) and warrant(s) that:
 - a) I / We declare that I / We am/are citizen(s) of India.
 - b) I / We confirm(s) that my /our title to the gold jewellery /ornaments deposited / to be deposited by me / us as security is not defective / challenged by any person in any manner nor is it spurious or of inferior quality as it has been acquired by me / us from genuine sources, is my/our bonafide property and no other person has any claim, lien or charge against it.
 - c) I / We shall utilize the Loan solely for the purpose stated in the application and will not be used for any speculative or anti-social purpose.
 - d) I / We shall perform and is / are bound by all the covenants /conditions set out herein, in the sanction letter and any further conditions as may be prescribed by the Bank.
 8. 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. The following events shall constitute events of default under this Agreement ("Events of Default"), upon the occurrence of which the said Dues shall become immediately due and payable by me / us to the Bank and further enable the Bank to enforce the Gold Security and any other security furnished hereunder and sell the same:
 - a) Failure on my /our part to perform any at its obligations hereunder or under the sanction letter or if any circumstance or event occurs which adversely affects my / our capacity to repay the Loan or any part thereof or perform any of my /our obligations.
 - b) If any at the representations or statements or particulars made by me / us in its application, or herein are found to be false, misleading or incorrect.
 - c) If the Loan is not repaid on the date of maturity.
 - d) In the event of non-servicing of interest by me / us on the due date.
 - e) Upon detection of any systemic fraud in relation to the quality of the gold by the Bank.
 - f) If the value at the said Gold Security fails lower than the required margin at 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 impairment of any security or any part thereof, which causes the security in the judgment of the Bank to become unsatisfactory in character or value.
 - g) If it is discovered that there is any collusion between the assayer and me / us resulting in a fraudulent and erroneous valuation of the Gold Security or in case the Bank has a reasonable suspicion in this regard.
 - h) If any attachment, distress, execution or other process against me / us or any of the security is enforced or levied upon;
 - i) In the event of death, insolvency, failure in business, Commission of an act of bankruptcy of either of us Borrower(s):
 - j) An attempt by me / us, without prior written consent of the Bank, to create any charge, lien, mortgage or any other encumbrance over the security.
 - k) The Borrower(s) hereby agree to execute further necessary loan documents including execution of loan/ pledge documents for pledging of Gold ornaments and jewelry described in the Form as security for the compliance/due fulfilment of the terms and conditions of the sanction / the repayment obligations by the borrower(s) as and when further called upon by the Lender to do so. In case the Borrower(s) fail to do so, the same will be treated as an event of default and consequences arising therefrom shall follow.
 10. Upon the occurrence of an Event of Default, the Bank shall be entitled to sell the Gold Security in the open market, or dispose of the gold security in any manner it deems fit, after giving me /us a notice of 07 days. The Pawner(s) acknowledges and agrees that no further notice would be required for the invocation of the Pledge and the notice that is provided pursuant to the provisions of the clause would be a reasonable notice for the invocation of the pledge and under the provisions of the Indian Contract Act, 1872..
 11. 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 are 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.
 12. The loan is repayable on demand within a maximum repayment period of 12 months or less as specified.
 13. Gold ornaments and 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.
 14. I/We hereby expressly authorise and provide our explicit consent to the Bank that the Bank may take

- all necessary steps to ensure the purity and/or fineness of the pledged Gold Security, including but not limited to stone testing, necessary acid tests, hammering/cutting the Gold Security, etc., as may be deemed fit by the Bank/Appraiser.
15. Minimum interest for FIVE days or Rs. 50/- (whichever is higher) or such other revised rates fixed by the Bank will be charged on the loan, even if it is repaid within the said period.
 16. In the event of any unforeseen circumstances or market disruption or force majeure event, the Bank may in its absolute liberty and discretion, enhance the rate of interest or recall the credit facility, after serving a Notice of 30 days.
 17. Incidental charge, appraiser's charge, including second appraiser's charge or other charges as fixed by the bank from time to time will be levied on the loan.
 18. If the pawner has other dues to the bank as principal debtor, co-obligant, guarantor or in any other capacity by way of loans, overdrafts or other debts in any manner, unless and until such debts, or any other debts that may arise in future are fully repaid by the pawner, the jewels pledged under this loan will be taken as security for all such debt or debts and will be retained by the bank as security and will be dealt with in regard to sale etc, as a pledged commodity.
 19. If the loan is not repaid on demand, the jewels pledged will be sold in public auction or through private negotiation and the pawner will be personally liable for any deficit. If there is any surplus available, it will be appropriated by the bank towards any other loan, overdraft or debt due by the pawner as debtor, guarantor or in any other capacity. Such sale made by the bank shall not be disputed by the pawner in any manner whatsoever.
 20. I/we agree that any notice (including notice of sale of Gold Security) be addressed at my /our address mentioned in the application form and may be sent by Registered AD or hand delivered or by email to the email address mentioned in the application form or short message service (SMS)/social media communications to my /our mobile phone(s).
 21. 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 at the my/our accounts with and liabilities to the Bank and set off or transfer any sum or sums standing to the credit at anyone or more at such accounts in or towards satisfaction of any at 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. When the loan is closed and jewels redeemed, discharge should be endorsed by the pawner in the pledge form.
 23. Penal interest per annum will be charged if the loan is not closed within 12 months from the date of pledge or the actual period for which the loan is allowed, whichever is earlier.
 24. The Bank shall have right to recall the loan at any time before the expiry of 12 months or before the expiry of the period for which the loan is allowed if it considers that interest of the Bank is in jeopardy and the decision of the Bank in this regard shall be final and binding on the Borrower.
 25. The Bank shall have the right to make disclosure to Credit Information Bureau of India Ltd. (CIBIL) or such other similar agencies.
 26. The Lender shall also be entitled to disclose information, as stated above to any person as may be required/ specified by applicable laws including but not limited to consent for disclosure of information to Information Utilities set up pursuant to the Insolvency and Bankruptcy Code, 2016. The disclosure as stated above may be made/ released in any form (including electronic, media) with such details (including photographs) as may be deemed fit by Lender. The Charges as applicable shall be borne by the Borrowers/Guarantors to the Credit Facility.
 27. All disputes arising out of and/or relating to this including any collateral document shall be subject to the exclusive Jurisdiction of the Courts / Tribunals of the city in which the branch of the Bank granting the Loan is situated.
 28. The Bank reserves to itself the right to alter, add or delete these terms and conditions at any time. For this purpose the Bank will not be required to give separate notice to each Borrower and any change in the rules displayed in the Notice Board of the Branch of the Bank shall be sufficient notice to all the concerned persons.
 29. 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.
 30. The borrower is aware and agrees that in the event the Gold Loan packet is found with spurious gold, the Bank shall not release the packet to the borrower, even after closure of the loan until completion and closure of all the legal formalities related thereto.
 31. The borrower/pawner acknowledges that the rate per gram fixed by the Bank for Gold Loan is based on the rate prevailing on the date of loan application, 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.
 32. **For PSL & end use:** The borrower is aware that it is on faith of this representation, declaration, and confirmation the Bank has considered my loan application for financial assistance under the category of Priority Sector advance. I shall indemnify the Bank in the event of any loss or damage that may arise on account of false/incorrect declaration by me.
 33. I / We hereby confirm that the official of the Bank have read and translated accurately the aforesaid terms and conditions in my /our vernacular language and I / We have completely understood the same.
 34. I/We hereby declare that the details furnished above are true and correct to the best of my knowledge and belief and I undertake to inform you of any changes therein, immediately. In case any of the above information found to be false or untrue or misleading or misrepresenting, I/we may be held liable for it.
 35. My personal/KYC details may be shared with central KYC registry. I hereby consent to receiving information from Central KYC registry through SMS/Email on the above registered number/email address.

- 36. I/We authorize South Indian Bank to verify and authenticate my/our Aadhaar Number during processing my/our application for legitimate business purposes. I/we further authorize the bank to share my Aadhar related details/information with regulatory/statutory bodies, as and when required.
- 37. The borrower hereby declares that he/she is not in any way related to the appraiser.
- 38. Credit facilities are solely at the discretion of the lenders and Bank may use the services of agents in sale/marketing/collections or for any other purposes.
- 39. I/We hereby expressly agree that in case of any further loan documentation, including perfection of

security for pledged ornaments, the same shall be read as part and parcel of this Agreement.

All the above terms and conditions are explained to me/us and are accepted by me/us.

SIGNATURE OF THE PAWNER/ BORROWER

FOR OFFICE USE				
Particulars of Auction (if any) Date	Name and Address of bidder	Amount Rs. (Signature of bidder)	GST, If any. Rs.	(Designated Officer/ Principal Officer)
Details regarding payment / adjustment of surplus net sale proceeds (if any)				(Designated Officer/ Principal Officer)

(Full Address to be written in the Cash Voucher also)

NOMINATION IN RESPECT OF GOLD SECURITY PLEDGED AND IN THE CUSTODY OF BANK

I/We.....
 (Names and Addresses of the borrower/pawner) hereby nominate the following person, particulars whereof are given below, to whom, in the event of my/our death, the gold Jewellery/Ornament etc. ("Gold Security") pledged and in the custody of the Bank, may be returned by the Bank upon payment of the outstanding amounts in full, which includes principal, interest & other charges as applicable in relation to the Loan.

Name:.....

Address:.....

Relationship with the borrower, if any:, Age:

[Please ensure that the nominee is not a minor]

TERMS & CONDITIONS OF NOMINATION

I/We confirm that this nomination shall override any other disposition made by me/us, whether testamentary or otherwise and the nominee shall become entitled to the return of Gold Security pledged and in the custody of the Bank against payment of all outstanding amounts, as stated above, to the bank to the exclusion of all other persons.

In the event of death of the Borrower the Bank may return the Gold Securities to the nominee appointed herein, subject to the Bank receiving all its dues from the nominee. If the Nominee and/or legal heirs fail to make the payment of all the dues towards Bank when demanded, Bank will have the right to sell/dispose the Gold Securities in any manner as it deem fit and adjust all its dues and excess money, if any, may be paid to the Nominee provided herein.

I/We further confirm that on such return of Gold Security/excess sale proceeds to the nominee as stated herein, the Bank shall stand discharged and released from all its liabilities.

Signature of the borrower/pawner

LD/2131-F

GL F :

Place.....

Date.....