

GENERAL TERMS AND CONDITIONS FOR AVAILING GOLD LOAN

These Terms and Conditions are applicable to the Loan (*as defined hereinafter*) by the Borrower (*as defined hereinafter*) from Sarvagram Fincare Private Limited, a company incorporated under the Companies Act, 2013 having corporate identification number U65990MH2018PTC317698 and being a non-banking financial company registered with RBI, having its registered office address at 1st Floor, Dani Corporate Park, 158, CST Road Kalina, Santacruz (East) Mumbai – 400098, Maharashtra, India and among others, a branch office at the place specified in the Loan Documents (hereinafter referred to as “**SFPL**”, which expression shall unless repugnant to the context thereof, mean and include its successors and permitted assigns).

To be eligible for availing the Loan, Borrower should be a resident of the Republic of India having full legal capacity to enter into a contract as per applicable laws. Borrower further represents and confirms that the details provided by Borrower to SFPL are the latest updated details and no incorrect or false information is provided by the Borrower. In this context, Borrower authorizes SFPL to independently verify Borrowers credential by disclosing Borrower’s information to third parties.

DEFINITIONS AND INTERPRETATIONS

The following terms shall have the meaning ascribed to them throughout these Terms and Conditions, unless there is anything repugnant to the subject or context thereof:

“**Application**” means duly filled in Application Form and the documents submitted by the Borrower to SFPL for the purpose of availing the Loan.

“**Application Form**” means, as the context may permit or require, the Loan application form submitted by the Borrower, through any Mode of Application to SFPL for applying for and availing of the Loan, together with annexures and addenda and all other information, particulars, clarifications, letters and undertakings and declarations, if any, furnished by the Borrower or any other persons from time to time in connection with the Loan.

“**Loan**” means the financial assistance sanctioned under these Terms and Conditions for the amount and purpose as mentioned in the Loan Documents.

“**Loan Documents**” means the Application Form, these Terms and Conditions, Sanction Letter, Gold Loan Agreement, any Declarations and Undertakings, security documents and includes all writings executed by the Borrower and/ or any person to secure the Loans and/ or the performance of the obligations under these Terms and Conditions, and any other document(s) designated by SFPL as “**Loan Document(s)**”.

“**Mode of Application**” shall mean submission of the Application Form by the Borrower to SFPL by using either of the following modes:

- (i) submitting an Application Form to an authorised SFPL Representative; or
- (ii) submitting an Online Application; or
- (iii) any other mode prescribed and acceptable to SFPL.

“Online Application” shall mean direct application made by the Borrower to SFPL on Website or SFPL’s mobile application and/or through any other electronic or other mode of communication prescribed by SFPL.

“Sanction Letter” means the letter, if any, issued by SFPL and accepted by the Borrower, in connection with the Loan and would include any variations and amendments thereto, from time to time. Sanction Letter shall form an integral part of these Terms and Conditions and shall always be read in conjunction with the same.

“SFPL Representatives” shall mean employees and/or personnel directly or indirectly engaged by SFPL from time to time.

“Terms and Conditions” mean these general terms and conditions for the grant of the Loan to the Borrower by SFPL.

“Website” shall mean www.sarvagram.com.

Capitalized terms used herein but not specifically defined shall have the meaning scribed to such terms under the Loan Documents.

1. The borrower (**“Borrower”** i.e. the person/s who avail/s Loan from SFPL and shall include his/her/their heirs, legal representatives, executors, administrators) has fully read and understood the various schemes of loan against gold ornaments offered by SFPL and based thereon, the Borrower has requested/selected to avail the Loan under the scheme mentioned in the Loan Documents along with the rate of interest and other details mentioned herein above.
2. All particulars/details given in the Application and above are true and correct and no information has been suppressed/withheld. The Borrower acknowledges that SFPL shall have no liability for any consequence arising out of any erroneous/misleading details provided by the Borrower for which the Borrower shall be solely liable.
3. The Borrower shall pay interest at the rate specified in the Loan Documents and incidental charges as applicable to the Loan. The interest rate may be revised upward or downward by SFPL at its sole discretion and/or due to change in the regulatory requirements and money market conditions and shall be further subject to the changes in interest rates made by the Reserve Bank of India (RBI) from time to time. In case of any default by the Borrower in payment of interest on its due date, the interest shall be compounded on a monthly basis. Interest will be calculated on the basis of 365 (three hundred sixty-five) days a year (irrespective of leap year) and on the actual number of days elapsed on the outstanding Loan amount. If the Loan is not repaid within the Loan tenor, as specified in the Loan Documents, SFPL shall have the right to levy default interest at the rate set out in the Loan Documents on the entire Loan plus the interest due on that date. Interest will be payable from the date of the disbursement of Loan till the date of its due repayment together with all costs, interest, charges and all monies due in connection therewith, both dates inclusive, to the satisfaction of SFPL.
4. The Loan Amount is based on the weight, purity and existing market value of the Gold Security as determined by SFPL basis the lower of (i) valuation report supplied by the independent appraiser appointed for such purpose; and (ii) value determined by SFPL. The value of the Gold Security as mentioned in the Loan Documents, is only an assessment done by SFPL to determine the Loan Amount and SFPL shall not be held accountable with respect to the purity and/or authenticity of the Gold Security. No claims/disputes pertaining to the valuation shall be entertained by SFPL. In case the value of Gold Security falls below the

required margin set out in the Loan Documents, the Borrower shall, within 3 (three) days of notice from SFPL in this regard, deposit with SFPL, such additional security, as may be required from time to time, to the satisfaction of SFPL.

5. Notwithstanding anything contained herein, if SFPL is convinced, at its sole discretion, that the required margin is not maintained and the Borrower fails to provide an additional security on the Loan or on any other loans availed by the Borrower at any of the branches of SFPL to the satisfaction of SFPL, the same shall be construed as an Event of Default and SFPL reserves the right to proceed with either of the steps mentioned in clause 12 herein below.
6. SFPL shall make only a preliminary verification of the Gold Security. SFPL shall have the right to further check the purity/weight of the Gold Security internally or by experts at any point of time if required, at the SFPL's sole discretion, at the cost and expense of the Borrower. SFPL shall, at its discretion, have the right to open the packets, melt all or any portion of the Gold Security for the foregoing investigation purposes, at any time during the tenor of the Loan.
7. Notwithstanding anything mentioned herein, the Borrower shall forthwith repay the entire dues/outstanding under the Loan including principal, interest, and other charges, immediately upon demand by SFPL if SFPL observes, after verification internally or by experts, that the whole or part of the Gold Security is not of the prescribed weight/ purity or if the title of the Borrower to the Gold Security is found defective or if the same is disputed by any other person. The value of the Gold Security as set out in the Loan Documents after translating the same to 22 carat is based on the preliminary verification made at the time of granting the Loan which may be treated as provisional and not final and hence the Borrower shall not be entitled to use the same to raise any dispute/claim for the foregoing.
8. The period of Loan shall be as mentioned in the Loan Documents and the Borrower is required to repay the Loan along with interest on the due date, as specified in the Loan Documents. However, the Borrower shall have the option to foreclose the Loan at any time during the tenor of the Loan by paying the principal Loan Amount along with interest, pre-payment charges and incidental charges as applicable to the Loan. SFPL may at its sole and absolute discretion, upon receiving a written request from the Borrower, have the right to extend the tenor of the Loan for such periods, but not exceeding 1 (one) year from the date of initial disbursement of the Loan. Borrower may make part payments of principal or interest at any time during the tenor of the Loan subject to the payment of pre-payment charges, if any, as per the Loan Documents. Notwithstanding anything mentioned herein, SFPL shall be entitled to recall/ cancel the Loan at any time at its discretion without assigning any reasons and thereafter the outstanding dues ("**Outstanding Dues**", shall include but not be limited to Loan Amount, interest and default interest on the Loan Amount, any other amounts payable by the Borrower such as indemnities, damages, costs, charges, expenses, if any and other fees arising out of or in connection with the Loan Documents or incurred by SFPL for the enforcement of the security under the Loan Documents) shall forthwith become payable to SFPL by the Borrower.
9. The postage charges, as revised from time to time at the discretion of SFPL, shall be payable by the Borrower and the Borrower hereby irrevocably and unconditionally authorises SFPL to recover such charges from the account of the Borrower with SFPL.
10. The occurrence of any (or a combination thereof) of the following events or circumstances shall constitute an event of default ("**Event of Default**"):
 - i) The Borrower fails to pay any amount on its respective due date including but not limited to monthly installments (if any), interest, principal amount of the Loan, cost, charges and any monies whatsoever

due and/ or payable by the Borrower as per the provisions of the Loan Documents or commits breach of any of the terms, covenants or conditions contained in the Loan Documents;

- ii) If the required margin is not maintained to the satisfaction of SFPL;
 - iii) If the Gold Security deposited is found to be fake, defective, stolen, spurious or of an inferior quality, as determined by SFPL at its sole discretion;
 - iv) If the Borrower commits an act of insolvency or if the Borrower is adjudged or declared insolvent or bankrupt or if a bankruptcy trustee or resolution professional is appointed in respect of the Borrower and/or liquidator, receiver or official assignee is appointed in respect of any property or estate of the Borrower;
 - v) SFPL, for any regulatory or other reasons, is unable or unwilling to continue the Loan;
 - vi) The Borrower defaults in payment of any other loan with SFPL or any other creditors;
 - vii) If any representations or statements or particulars provided in the application form and/or under the Loan Documents are found to be false, misleading or incorrect in any manner;
 - viii) There exists any circumstances which in the opinion of SFPL jeopardizes SFPL's interest.
11. Upon occurrence of any Event of Default, SFPL may at its discretion: (a) accelerate the repayment of the Outstanding Dues and declare the unpaid principal amount and interest in respect of the Loan and all other Outstanding Dues and all other amounts payable by the Borrower under the other Loan Documents to be forthwith due and payable; (b) levy and recover default interest and any other penal/default charges from the Borrower on the defaulted amounts from the date of default till the date such default is remedied by the Borrower to the satisfaction of SFPL; (c) enforce the Gold Security in accordance with RBI guidelines, by selling the gold security in the open market by auction and/ or in any manner deemed fit by SFPL subject to such conditions as SFPL shall think fit and apply the net proceeds for such sale towards repayment of the Outstanding Dues. The Borrower, out of his/her/their free will, authorizes SFPL to dispose the Gold Security at any time after occurrence of an event of default but after giving to Borrower, 2 (two) days' prior notice, which the Borrower hereby agrees is a reasonable time period for the purpose of the Indian Contract Act, 1872. If there is any surplus after the payment in full of all the Outstanding Dues, SFPL shall have the right to appropriate such surplus towards any other liability of the Borrower, solely or jointly with others, on any account whatsoever, to SFPL at any of its offices. The net surplus, if any, after such appropriation shall be refunded to the Borrower. The Borrower shall remain liable to SFPL for any deficiency, in the event the monies received by the SFPL hereunder are insufficient to discharge the Outstanding Dues in full; (d) publish the name, address, photograph and such other information of the Borrower as SFPL deems fit, in electronic, print and social media; and/or exercise such other rights and remedies as may be available to SFPL under the Loan Documents and/or under law and/or stipulate such other condition(s) or take such other action(s) as SFPL deems fit.
12. Further, the Borrower understands and acknowledges that SFPL shall be entitled to recover any and all accounts remaining fully or partially unsettled after expiry of the Loan tenor, as specified in the Loan Documents or otherwise. SFPL shall intimate the Borrower by registered letter or courier service or SMS or telephone or personal intimation or e-mail or any other mode of communication its intent to enforce the Gold Security 2 (two) days prior the proposed auction date, which the Borrower hereby agrees is a reasonable time period for the purpose of the Indian Contract Act, 1872.
13. Notwithstanding anything contained herein and under the Loan Documents, SFPL reserves the right to accelerate the loan payment or recall the Loan without prior notice to the Borrower and in such event, the Outstanding Dues shall become payable by the Borrower forthwith or within such other notice period as provided by SFPL to pay the whole of the Outstanding Dues to SFPL.

14. In the event of loss or damage of Gold Security deposited with SFPL due to a force majeure event on account of theft, burglary, fire or any other act of god or for any other reasons from the custody of SFPL, the liability of SFPL shall be limited to replacing the lost Gold Security with equal net weight as mentioned in the Loan Documents or providing the amount (in cash) equivalent to the value of the gold security as on date of such loss (excluding the value of any non-gold fastenings, precious and semi-precious stones, if any, embedded in the Gold Security).

(i) The Borrower shall do all such things and execute all such writings as SFPL may require from time to time for duly or more perfectly securing the repayment of the Loan. Any payment made by the Borrower to SFPL under the Loan Documents shall be appropriated by SFPL in the following order costs, charges and expenses that SFPL may expend in connection with the facility; (ii) default interest; (iii) interest on Outstanding Dues; (iv) prepayment premium; (v) principal amount under the Loan; and (vi) any other sum/charges payable by the Borrower to SFPL. Notwithstanding anything contained in the foregoing, SFPL may, in its absolute discretion appropriate any payment in any manner towards its dues, payable by the Borrower under the Loan Documents.
15. SFPL shall have the right of lien over the Gold Security offered for the Loan to secure the repayment of any other liability of the Borrower to SFPL, which is due and payable, until such other Liability is also fully settled.
16. SFPL may affect changes prospectively in the charges etc. After due intimation to the Borrower by the way of publication of the same on the Website and/or affixing a copy of the said intimation at all the branches of SFPL and/or by way of written notice to the Borrower.
17. SFPL shall at any time, without any consent of or notice to the Borrower be entitled to assign, transfer, securitize, sell or discount all or any part of SFPL's rights and obligations under the Loan Documents, to any person(s) and in such manner as SFPL may decide to obtain necessary advance or financial facility from any bank or financial institution or other organizations or for any other lawful purpose, at any time during the period of the Loan. The Borrower shall not be entitled to assign or in any manner transfer any rights or obligations under the Loan Documents.
18. The address for all communications to the Borrower shall be the one furnished in the Application Form by the Borrower. Unless any change of address is duly intimated by the Borrower to SFPL in writing and duly acknowledged, any communication sent to the Borrower in the address furnished in the application shall tantamount to valid receipt/acceptance of the communication sent by SFPL. The Borrower shall also keep SFPL duly intimated about any changes in the recorded landline phone or mobile phone number to facilitate effective communication. The Borrower hereby unconditionally and irrevocably authorises SFPL and its agents to send any message or make calls to his mobile phone to inform him transactions related to the Loan and also about any promotional offers including information regarding SFPL's new products either now available or which the SFPL may come up with in the future, greetings or any other message that the SFPL may consider appropriate to the Borrower. The Borrower irrevocably and unconditionally agrees that such calls or messages made by the SFPL and or its agents shall not be construed as a breach of the privacy of the Borrower and shall not be proceeded against accordingly. It is also understood and agreed by the Borrower that such conversation may also be recorded by SFPL for future use.
19. In the event the Borrower fails to produce any and/or all the Loan Documents at the time of settlement, SFPL may, at its sole discretion, deliver the pledged Gold Security of the Borrower after completion of the formalities as may be prescribed by SFPL and subject to payment of processing charges, as may be applicable from time to time. The Borrower undertakes to submit such proofs and execute such documents

as may be required by SFPL for the purpose of return of the Gold Security by SFPL.

20. In the event of death of the Borrower, the nominee or legal heirs may redeem the gold security by repaying the entire Outstanding Dues and by submitting required documents as may be stipulated by SFPL.
21. The Borrower shall do all such things and execute all such writings as SFPL may require from time to time for duly or more perfectly securing the repayment of the Loan.
22. On repayment of the Loan or at the end of its tenor, the Borrower may apply for a renewal or enhancement of the Loan and SFPL may, at the request of the Borrower, renew/enhance the Loan on such terms and conditions (as mentioned below) subject to interest, fees and charges as SFPL may prescribe and subject to the continuation and reassessment of the pledge over the Gold Security in favour of SFPL and provision of such other security as SFPL may require. In such an event, the valuation of the Gold Security shall further be reassessed in accordance with clause 4, at the time of renewal/enhancement/reduction. On the basis of valuation of Gold Security, SFPL shall close the old account of the Borrower and shall issue a new sanction letter and applicable terms and conditions including new loan ID, new pouch number, new repayment schedule to the Borrower in case of the renewal/enhancement/reduction (*as the case may be*).
 - (i) In the event, gold rates are unchanged as on the date of renewal, the old, appraised Loan Amount will be equivalent to new appraised Loan Amount and SFPL at its discretion can offer loan equal to or lower than new appraised Loan Amount;
 - (ii) In the event, gold rates are increased as on the date of renewal, the new appraised Loan Amount will be more than old, appraised Loan Amount and SFPL at its discretion will give the Borrower an option to book loan amount of higher value. The balance excess amount shall be repaid to the Borrower's account, post deducting all fees, charges etc.;
 - (iii) In the event, gold rates are decreased as on the date of renewal, the new appraised Loan Amount will be lower than old, appraised Loan Amount and in such cases, the Borrower shall pay SFPL any differential amount.
23. The Borrower shall bear, pay and reimburse all present and future charges relating to administration, interest, service tax, duties (including stamp duty), sales tax/vat, goods and service tax, and other taxes (of any description as may be levied by the Government or any other authority from time to time) and all other costs and expenses whatsoever in connection with (a) application for and the grant and repayment of the Loan; (b) recovery and realization of the Loan together with interest; (c) enforcement of Gold Security; (d) clearance of arrears of all taxes and any other charges and levies of the Government in respect of Gold Security and (e) insuring the Gold Security.
24. The locker facility, if any, provided by SFPL at any of its branches is not regulated by RBI.
25. In the event of the Borrower committing a default in the repayment of the Outstanding Dues on the due dates, SFPL shall have an unqualified right to disclose the name of the Borrower to RBI, the stock exchange, auditors, Transunion Cibil Limited, any other agency authorised in this regard by RBI or under applicable law. The Borrower accords its consent to SFPL and/or RBI and/or credit bureau(s) to publish its name as defaulter in such manner and through such medium as SFPL/RBI/credit bureau(s) and/or any other governmental agency in their absolute discretion may think fit.

26. SFPL may also disclose any information/documents relating to the Borrower to any third party including SFPL's group companies for promotional and cross selling purposes or such other purpose as SFPL may deem fit. The aforesaid rights shall be available to SFPL in addition to and not in derogation of any other rights available under the Loan Documents.
27. The Borrower indemnifies SFPL (including its directors, employees, representatives and agents and their affiliates), against any cost, loss, damages or claims due to or liability (including legal fees, stamp duty payments and out of pocket expenses) which could be incurred by SFPL (or its directors, employees, representatives and agents and their affiliates) as a result of SFPL entering into the Loan Documents and granting the Loan; breach of any terms and conditions of the Loan Documents by the Borrower; any third party claim against SFPL and enforcement of SFPL's rights under the Loan Documents.
28. All disputes, differences and/or claims arising out of or touching upon this Loan, whether during its subsistence or thereafter, shall be settled by arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996, or any statutory amendments thereof and shall be referred to the arbitration of a sole arbitrator to be appointed by SFPL. The award given by such sole arbitrator shall be final and binding on the Borrower and SFPL. The venue of arbitration shall be in Mumbai, India.
29. Any provision of any of the Loan Document, which is or becomes prohibited or unenforceable shall, be fully severable and be ineffective to the extent of such prohibition or unenforceability. Provided however that any prohibition on or unenforceability of any such provisions shall not invalidate the remaining provisions of the Loan Documents.
30. Any delay in exercising or omission to exercise any right, power or remedy accruing to SFPL under the Loan Documents shall not impair any such right, power or remedy and shall not be construed to be waiver thereof or any acquiescence in any default, nor shall the action or inaction of SFPL in respect of any default or any acquiescence by it in any default affect or impair any right, power or remedy of SFPL in respect of any other default.
31. The Borrower shall pay custody charges for the Gold Security retained with SFPL for the period from the effective date of the Loan till its release, at such charges, as may be prescribed by SFPL, from time to time. The Borrower agrees that the Gold Security shall continue to be pledged with SFPL until custody charges are paid in full to the satisfaction of SFPL.
32. For clarifications or complaints, the Borrower may contact the customer services cell on **+918101777555** or by post at SarvaGram Fincare Private Limited CIN – U65990MH2018PTC317698, Mumbai, mentioning all details including the name of the branch and account number or send an email to **info@sarvagram.com**
33. The Borrower understand(s) that the Loan Amount will be transferred to the Borrower's bank account by way of IMPS/NEFT/RTGS system and that there is a probability of the Loan Amount being paid directly by SFPL in the event of the Borrower's account not getting credited due to some technical error. The Borrower also understands that the Borrower's account may be credited with the loan amount through the earlier IMPS/NEFT/RTGS transaction at a later point of time due to the technical error. The Borrower agrees and undertakes to immediately refund any such excess amount other than the Loan Amount credited to the Borrower's account. The Borrower hereby further undertakes and agrees to bind himself/herself/themselves and his/her/their heirs, successors, executors and administrators to indemnify SFPL from and against any loss suffered or incurred by SFPL in so crediting/paying the Loan Amount and to forthwith pay SFPL and also irrevocably authorize SFPL to recover the amount due by debiting the same to

the Borrower's said loan account, or otherwise, as decided by SFPL at its sole discretion

34. The Borrower has received, read and fully understood the aforesaid terms and conditions and has completely and fully understood the same to his/her/its satisfaction. As security for the repayment of the Loan and due performance and observance of the terms and conditions of the Loan Documents, i/we have pledged the Gold Security with SFPL.
35. In case of any conflict between any provision of these Terms and Conditions and any provision of the Loan Documents executed between the Borrower and the Lender (either physically or virtually), the provision under the Loan Documents executed between the Parties shall prevail over these Terms and Conditions.

Declarations, Undertakings and Authorizations by the Borrower

1. I/We declare that I/We am/are citizen/s of India and all the particulars, information and details furnished above and in the Application are true and correct to the best of my/our knowledge and belief in all respect and no information has been suppressed/withheld and I/We undertake to forthwith inform SFPL of any changes therein. In case any of the above information and/or details made available by me/us is found to be false, untrue, misleading or misrepresenting, in any manner whatsoever, I/We am/are aware that I/We shall be held liable for it. I/We have not withheld/suppressed any information which could've affected the decision making of SFPL on my/our Application for the Loan. I/We acknowledge that SFPL shall have no liability for any consequences arising out of any erroneous details provided by me/us.
2. I/We hereby unconditionally and irrevocably authorize SFPL to share my/our KYC details with Central KYC Registry. I/We hereby consent to receive information from Central KYC Registry through SMS/Email on my/our registered mobile number/ email address.
3. I/We understand that the Loan shall be provided at the sole and absolute discretion of SFPL. I/We authorize SFPL to carry out such credit checks and at such time as it may deem necessary in its sole discretion and also authorize the SFPL to release such or any other information in its records for the purpose of credit of appraisal/sharing or for any other purpose. I/We further authorize SFPL to make any enquiries with any other finance company/bank/registered credit bureau regarding my/our credit history with them and also authorize SFPL to provide details of my/or credit history to any other bank/finance company/registered credit bureau.
4. I/We am/are the owner/joint-owners of gold jewelry/ornaments etc. as set out in the Loan Documents ("**Gold Security**") over which I/We will create a first and exclusive charge by way of pledge in favour of SFPL by depositing the same with SFPL in a sealed packet to be kept with SFPL during the tenor of the Loan. I/We agree and understand that the facility amount has been decided on the basis of the appraised value of the Gold Security and/or other internal policies of SFPL.
5. I/We have not availed loan against gold from any person (including the Loan proposed to be availed from SFPL) exceeding the limits prescribed by RBI or any other limits specified under applicable law, from time to time.
6. The valuation of the Gold Security has been done by an independent appraiser appointed by SFPL at its sole discretion and the Loan Amount has been determined by SFPL on the basis of the value of the Gold Security as appraised by the said independent valuer and as appraised by SFPL, whichever is lower, subject to the market price of the Gold Security and the applicable law prevailing from time to time. The value of

the Gold Security as finally communicated to me/us by SFPL shall be final and binding on me/us and I/we shall not raise any disputes/claims pertaining to the same. The amount of the Loan has been conveyed to me/us by and under the Loan Documents. I/We irrevocably and unconditionally agree and undertake to abide by the terms and conditions of the other Loan Documents.

7. The valuation of the Gold Security shall further be assessed in accordance with Clause 6 above at the time of renewal/enhancement/reduction, if the Borrower wish to renew/enhance/reduce the Loan.
8. Upon maturity I/We shall either repay the Loan along with interest, and such other dues as are payable by me/us to SFPL or I/We may at any time, request a renewal/enhancement/ reduction of the Loan which SFPL may grant me/us at its sole and absolute discretion, subject to in favour of the continuation/reassessment of the pledge over the Gold Security in favour of SFPL and provision of such other security and in such form as SFPL may require and such variations in the rate of interest as SFPL may prescribe as per its policies prevailing at the time of such renewal / enhancement/reduction.
9. At the time of renewal of the Loan whether during or after the expiry of the tenor of the Loan, I/We may request SFPL to grant the renewal to me/us on a higher/lower loan to value ratio or any other term which SFPL may allow at its sole and absolute discretion subject to the payment of a such fee as SFPL may prescribe.
10. This declaration has been made by me/us irrevocably and unconditionally and shall remain valid and in force till such time as SFPL may determine in its discretion and shall be applicable so as to cover the Loan for the entire tenor thereof and all renewals thereof.
11. In case the Loan is repayable by way of bullet repayment, forthwith upon maturity of the Loan (maturity of the loan shall mean the expiry of the tenor of the Loan) or earlier termination of the Loan, as the case may be renewed from time to time upon my/our request however at the SFPL's sole and absolute discretion, subject to such terms and conditions as SFPL may deem fit to impose, including without limitation the continuation/ reassessment of the pledge over the Gold Security in favour of SFPL and provision of such other variations in the rate of interest as SFPL may prescribe as per its policies prevailing at the time of such enhancement/reduction/renewal.
12. Except to the extent disclosed, I/We am/are not a director/relative of a director of SFPL (or senior officer of SFPL) or any other bank in India (including director of Scheduled Co-operative Banks), director of bank's subsidiaries and trustees of mutual funds/venture capital funds set up by the financing banks or other banks.
13. I/We hereby authorize and give consent to SFPL to disclose without notice to me/us, information furnished by me/us in application form/related documents executed/or to be executed in relation to the loans availed from SFPL, to SFPL's other branches, subsidiaries, affiliates, group companies & sister concerns, credit bureaus, rating agencies, service providers, banks/financial institutions, Government/Regulatory authorities, or third parties for KYC information verification, credit risk analysis, or for other related purposes that SFPL may deem fit. I /We waive the privilege of privacy and privacy of contract. I /We hereby authorize SFPL to conduct a credit bureau check based on details furnished with respect to the loan application.
14. Any change in my/our address, contact number, or email id shall be notified to SFPL, in writing and with relevant documentary proof, within 2 (two) weeks from the date of such change.

15. I/We have not applied for similar loan from any other bank/financial institution and that I/We shall not apply for a similar loan from any other bank/ financial institution without prior written consent of SFPL.
16. I/We 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) maintained with SFPL towards any charges/servicing the Loan.
17. SFPL, at its sole discretion, shall also be entitled to deduct the total amount of interest payable with respect to the Loan, including interest tax (if any), from the proceeds of disbursement of the Loan.
18. I/We hereby represent, warrant and undertake on a continuing basis as follows:
 - a. I/We have the capacity and the authority to enter into the Loan Documents and performance of my/our obligations are not restricted by any law or any agreement binding on me/us;
 - b. the Gold Security is my/our *bona fide* property that has been acquired from genuine sources and no other person has any claim, lien or charge on the Gold Security, either in full or in part. I/We have an undisputed right to create security interest including by way of pledge over the Gold Security. The Gold Security is not fake, defective, stolen, spurious or of an inferior quality;
 - c. all the information provided by me/us to SFPL is true, complete and accurate in all and every respect;
 - d. My/our name does not appear on the RBI list of defaulters and/or Export & Credit Guarantee Corporation's caution list or on any other negative lists, notifications or directions issued by the Reserve Bank of India and/or any other statutory or regulatory authorities.

I/We hereby authorize SFPL:

1. and any of its subsidiary, affiliate, parent or associate ("**Group Companies**") or their agent to make references and enquiries with SFPL/Group Companies to exchange, share or part with any or all information, data or documents relating to my/our Application and the details of the Facility including but not limited to credit and repayment history or any default, if any, committed by me/us with other Group Companies/banks/financial institutions/credit bureaus/agencies/statutory bodies/such other person/s as SFPL /its Group Companies may deem necessary or appropriate or as may be required for use or processing of the said information/data by such person/s furnishing of the processed information/data/products thereof to other banks/financial institutions/credit providers/users registered with such persons and shall not hold SFPL/its Group Companies liable for use of this information.
2. To deduct the processing fee/documentation fee/valuation charge, if any, out of the Loan.
3. To deduct the Insurance Premium amount from the first disbursement under the Loan. I/We acknowledge and understand that the Insurance Premium amount may vary on the date of first disbursement under Loan and authorize SFPL to accordingly deduct the same from the first disbursement under the Loan.
4. To open the seal in which the Gold Security will be kept, in my/our absence, for the purpose of second

appraisal/audit, in the presence of its authorized officials and appraisers and I/We have no objection to the same and shall not raise any claim against SFPL. Further, I/We agree that SFPL shall be entitled to open such sealed packet during the tenor of the Loan and conduct investigation in connection with the quality of Gold Security at my/our cost at any time.

I/We have fully read and understood and unconditionally agree and accept the above terms of the Facility and the below mentioned Terms and Conditions for the Loan.

I/We shall use the Loan (or any part thereof) only for the purpose mentioned in Application and shall not use it for any speculative, improper, illegal or unlawful purposes and shall furnish a certificate or such other valid proof of the same if required by SFPL.

I/We confirm the non-gold fastenings, precious and semi-precious stones, if any, fixed in the pledged Gold Security shall be deemed to not have any market value and that the said Gold Security is my/our absolute and unencumbered property and no other person has any right, title, interest or claim thereon.

We agree and undertake that in case of more than one borrower, we shall be jointly and severally liable to repay the Loan, interest and all other sums due and payable under the Loan Documents and to observe the Terms and Conditions for availing the Loan.