



APPLICATION Sr. No.

[illegible]

Are you an existing customer?	If Yes, Please provide Customer ID	
Account No.	C-KYC*	
PAN No.	<input type="checkbox"/> Form 60(Please fill form 60)	<input type="checkbox"/> UID Aadhaar No.
Voter's ID Card No.		Driving License No.
Valid Passport no.	NREGA job card/Others	
Passport No.Expiry Date	Driving Licence. Expiry Date	
Type of facility	Constitution -	
Name (Same as ID proof)		
Maiden Name (If any*)		
Father's Name*		
Mother's Name*		
Date of Birth*	Gender*	Preferred Language of Communication*
Age*	S/W/DO	
Marital Status	Religion	/
Person with Disability :	Mailing Address	
*GSTIN DETAILS		
Whether registered under GST	GST Exemption	Exemption Reason (If Yes)
*GST Registration	*Special Economic Zone	
GSTIN (Default)		

<input type="checkbox"/> Same as current Residence Address	<input type="checkbox"/> Same as Office Address	<input type="checkbox"/> Same as Permanent Address	<input type="checkbox"/> Other ( <i>as per GST annexure</i> )
<b>Address: Current Residence</b>			
		<b>Landmark*</b>	
<b>City*</b>	<b>State</b>	<b>Pincode*</b>	
<b>Address: Office</b>			
		<b>Landmark*</b>	
<b>City*</b>	<b>State</b>	<b>Pincode*</b>	
<b>Address: Permanent</b>			
		<b>Landmark*</b>	
<b>City*</b>	<b>State</b>	<b>Pincode*</b>	
<b>Tel. No.</b>	<b>STD Code</b>	(R1)	(R2) (O) Ext.
<b>Mobile* No.</b>	<b>Email</b>		
<b>Residential Ownership</b>			
<input type="checkbox"/> Self owned	<input type="checkbox"/> Rental	<input type="checkbox"/> Parental	<input type="checkbox"/> Employer Provided <input type="checkbox"/> Paying Guest <input type="checkbox"/> Others
<b>Education</b>			
<input type="checkbox"/> Below Matriculation	<input type="checkbox"/> Matriculate	<input type="checkbox"/> Undergraduate	<input type="checkbox"/> Graduate <input type="checkbox"/> PG <input type="checkbox"/> Others

Occupation Type ☒ Salaried ☐ Self Employed ☐ FARMER ☐ Retired ☐ Politician ☐ Housewife

<b>If occupation is Salaried:</b> <b>a) Industry type</b> <input type="checkbox"/> Pvt Ltd <input type="checkbox"/> Public Ltd <input type="checkbox"/> Proprietorship <input type="checkbox"/> Partnership firm <input type="checkbox"/> Public Sector <input type="checkbox"/> Government <input type="checkbox"/> Multinational <input type="checkbox"/> Trust/Association/Society/Club      *No. of Years in Employment <input type="text" value="0"/> <input type="text" value="0"/>			<b>If Occupation is Self Employed:</b> <b>a) Nature of Business</b> <input type="checkbox"/> Information Technology <input type="checkbox"/> Professional Service Provider <input type="checkbox"/> Agriculture <input type="checkbox"/> Bullion /Gold Jewellery <input type="checkbox"/> Stock Broker <input type="checkbox"/> Real Estate <input type="checkbox"/> Trader <input type="checkbox"/> Money Lender <input type="checkbox"/> Food & Agri processing <b>b) No of years in Business</b> <input type="text" value=""/> <input type="text" value=""/>		
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Household Income ☐ Upto 3 lakhs ☐ Greater than 3 lakhs

Wealth (In Absolute Fig):

Loan Amount (₹)        Tenure   Months

Interest Payment Mode (Please ✓) ☐ Rear Ended ☐ Monthly ☐ Equated Monthly instalment ☐ Half yearly

Rate of interest   % p.a. (1 Year MCLR  % p.a. + Spread  % p.a. = "Effective Rate of interest  % p.a.", No Reset)

Mode of Disbursal (Please ✓) ☐ Credit to Axis Bank Account ☐ RTGS/NEFT ☐ Credit Line UPI

Instrument issue (Please ✓) ☐ Cheque book ☐ ATM card (Applicable for overdraft facility)

**DECLARATION TO BE SIGNED BY CUSTOMER Purpose of Loan/ End Use (Please ✓ the appropriate box)**

<input type="checkbox"/> Loans to farmers for farm and farm credit. (e.g. purchase of agricultural implements and machinery, loans for irrigation and other developmental activities undertaken in the farm, and development loans for allied activities).	<input type="checkbox"/> Loans to small and marginal farmers for purchase of land for agricultural purposes <input type="checkbox"/> Marginal farmer (Land up to 2.5 acres) <input type="checkbox"/> Small farmer (Land >2.5 acres and up to 5 acres) <input type="checkbox"/> Other farmer (Land > 5 acres) <i>(The above includes landless agricultural labourers, tenant farmers, oral lessees and share croppers)</i>
<input type="checkbox"/> Loans to farmers for pre and post-harvest activities (Spraying, weeding, harvesting, sorting, grading and transporting of their own farm produce.)	<input type="checkbox"/> Loans to distressed farmers indebted to non-institutional lenders
<input type="checkbox"/> Loans to farmers for Dairy/animal husbandry, Fishery, Poultry, Bee-Keeping and Sericulture	

Name of Lender \_\_\_\_\_ ROI \_\_\_\_\_

Current outstanding (in amount) \_\_\_\_\_

Crop Grown  Land Survey Number  District Name

Total Annual Income           Land Holding in Acres    Land Type ☐ Owned ☐ Leased

☐ For setting up of Agri clinics and Agri business Center ☐ Food & Agri processing

☐ Medical Expenses
 ☐ Travel expenses
 ☐ Wedding in family
 ☐ Business use - MSME

☐ Business use
 Nature of business \_\_\_\_\_

☐ Personal use
 ☐ Others Please Specify \_\_\_\_\_

I confirm having Income from other \_\_\_\_\_ sources apart from agricultural income & I agree to pay interest payment on due date toward the loan applied.

Loan Details			
Sr. No	GL Loan A/c No.	Loan Amount (in INR)	Remarks (if any)
1			
2			
3			
4			
5			

Channel ☐ Axis Sales ☐ Direct Walkin ☐ Branch Lead ☐ Open Market ☐ Alternate Channel (SMS/Emailer/Web) ☐ Business Correspondent  
☐ DSA/Connector ☐ CSC ☐ Other Product ASL ☐ Others

Sourcing Branch SOL ID							Sourcing Branch Staff Emp. ID								Sales Executive Code							
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Connector/BC Code CRM ID Gold Loans Manager Emp. ID

Please specify marketing programme, if any	
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## For Office Use Only

Document Received ☐ Self-Certified ☐ True Copies ☐ Notary  
 KYC OVD: ☐ Digitally Verified ☐ Manually Verified

Identification Verification Done ☐  
 Digital Verification Ref no. \_\_\_\_\_

## In person Verification Carried Out by

Employee Name \_\_\_\_\_  
 Employee Code \_\_\_\_\_ Employee Designation \_\_\_\_\_  
 Employee Organisation & Code \_\_\_\_\_ Employee Branch \_\_\_\_\_  
 Place \_\_\_\_\_ Date DDMMYYYY \_\_\_\_\_  
 Signature of Employee \_\_\_\_\_

## Bank Details

Account No. \_\_\_\_\_  
 Account holder Name \_\_\_\_\_  
 Account type ☐ Savings ☐ Others ☐ Bank Name \_\_\_\_\_  
 Branch Name \_\_\_\_\_ IFSC Code \_\_\_\_\_  
 Account Classification ☐ Prime ☐ Priority ☐ Burgundy ☐ NRI  
 I authorize you to debit a sum of upto ₹ \_\_\_\_\_ /-(Rupees \_\_\_\_\_)

\_\_\_\_\_ ) on the 01st / 05th / 7th / 10th of every  
 month starting from \_\_\_\_\_ from account being the Monthly interest/ Equated Monthly Instalment / other dues to you.  
 This instruction is irrevocable.

## Customer Declaration

- I hereby declare that the details furnished above are true and correct to the best of my/our knowledge and belief and I undertake to inform you 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/we may be held liable for it.
- I am aware that If opted for Overdraft Facility, the sanction limit after deducting the required charges will be credited to my Savings account on the day of limit sanction and I agree that required charges be deducted from the sanctioned limit Yes ☐ No ☐
- I am aware that if opted for the Gold OD UPI scheme, the sanction limit after deducting the required charges will reflect in the OD account and only after the linking the OD account in the UPI app I/we will be able to utilize it."

Customer Declaration in respect of relationship with Director/Senior Officer of the Bank/any other bank	Yes / No
I/We am/are director(s) of Axis Bank Limited and also a director(s) / partner(s), manager(s), managing agent (s), employee (s), or guarantor(s) or holder(s) of substantial interest of the borrower or its subsidiary or its holding company.	<input type="checkbox"/> Yes <input type="checkbox"/> No
I/We am/are director(s) of any other bank or the subsidiaries of any of the banks or trustees of mutual funds / venture capital funds set up by the banks and also a director(s) / partner(s), manager(s), managing agent(s), employee(s) or guarantor(s) or holder(s) of substantial interest of the borrower.	<input type="checkbox"/> Yes <input type="checkbox"/> No
I/We am/are the relative(s) of the director(s) of Axis Bank Limited or any other Bank, as defined by extant guidelines of RBI from time to time, and also a director(s) / partner(s) or guarantor(s) or major shareholder(s) or in control of the borrower or a major shareholder(s) or in control of the holding or subsidiary company of the borrower.	<input type="checkbox"/> Yes <input type="checkbox"/> No
I/We am/are senior official(s) of the Bank or relative of the senior official of the Bank, as defined by extant guidelines of RBI from time to time, and also a director(s) / partner(s), or guarantor(s) or holder(s) of substantial interest of the borrower.	<input type="checkbox"/> Yes <input type="checkbox"/> No

If any of the above clause is applicable, then please furnish the details. In case if any of the above stated declarations are breached during the tenor of the facility, the borrower shall inform the bank immediately. In case of non-compliance with the undertaking or giving wrong undertaking in relation to the provisions Connected Lending/Section 20 of the BR Act, at any time during the currency of loan, the Bank reserves the right to recall the loan immediately

In the event that the Applicant / Co-applicant is related to any of director of Axis Bank/ director of other bank/ senior officer(s) of Axis Bank. I/We declare(s) that the I/We am/are related to the director(s) and/or Senior Officer(s) of Axis Bank or of any other bank as specified hereto:

Sr. No	Name of Director(s)/ Senior Officers	Designation	Relationship
1			
2			
3			

If the above declaration is found to be false then the Bank will be entitled to revoke and/or recall the credit facility

- I/ We Further declare that I will not utilize the borrowed money for purchase of gold in any form, including primary gold, gold bullion, gold, jewellery, gold coins, units of gold Exchange Trade Funds (ETF) and units of gold Mutual Funds
- I/We further declare that I/We will not utilize the borrowed money for acquisition of small savings instruments(including KVP & NSC), gambling and any illegal /antisocial / Speculative activities/ purposes linked to capital market activities.
- I/ We declare that I/ We will not utilize the borrowed money for investment in capital market instruments or in another scheme of mutual fund or for speculative purposes in silver, bullion, essential commodities, property rate arbitrage etc. In case it is observed that the borrowed money is utilized for the above purpose, the Bank at its sole discretion would recall the loan and take appropriate action to close the loan and initiate legal proceeding against me/us.
- I confirm that, I have read and understand the Declaration and that all the details provided on the form are true and correct.
- I/We hereby declare that I/we are not employees / owners of FI agency, RCU agency, DSA, Collection agency
- I declare that 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 by 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.
- The Borrower hereby declares that he/she is not in anyway related to the appraiser.
- Credit facilities are solely at the discretion of lenders and bank may use the services of agents in sales / marketing / collections or for any other purposes.
- Axis Bank Ltd. reserves the right to retain the photographs and the documents submitted with this application and will not return the same to the applicant.
- I/We undertake to inform the Bank in case of any update in the information provided or documents submitted by me/us for the grant of facility/Loan by the Bank at the time of establishment of business relationship / account-based relationship and thereafter, as necessary; I/we shall submit to the Bank the update of such information/documents.
- I/We agree to do the aforementioned within 30 days of the update to any such information/documents for the purpose of updating the records at the Banks' end."
- Landowner is other than Applicant (If Applicable)

I \_\_\_\_\_ (Applicant Name), hereby declare that all the information provided by me to Axis Bank in the application form is correct, true and valid.  
 Land document provided is on the name of \_\_\_\_\_ (Land owner name) who is my \_\_\_\_\_ (relation type- Self)



# FATCA- CRS DECLARATION

(Please tick the applicable tax resident declaration (Any one)\*)

[ ] I am a tax resident of India and not resident of any other country OR [ ] I am a tax resident of the country/ies mentioned in the table below:

Please indicate the country/ies in which the entity is a resident for tax purposes and the associated Tax Number below:

City of Birth\*                 Country of Birth\*

Address Type for Tax Purposes\* [ ] Resident [ ] Business [ ] Registered office

Country#	Tax Identification Number %	Identification Type (TIN or Other, please specify)%	Address for Tax Purpose* Communication Address	Permanent Address	Please note the address below
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	Landmark <input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	PIN[ <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> ] State <input type="text"/> Country <input type="text"/>	<input type="text"/>	<input type="text"/>

#To also include USA, where the individual is citizen/green card holder of USA % In case Tax Identification number is not available, kindly provide functional equivalent FATCA-CRS Certification: I have understood the information requirements of this form (read along with the FATCA/CRS instructions and Terms & Conditions) and hereby confirm that the information provided by me/us on this Form is true, correct, and complete and hereby accept the same.

Signature

## Information on Products and Offerings

From time to time Axis Bank communicates various new products/special features of existing products/promotional offers which are of significant benefit to its customers I/We hereby confirm that I/we am/are in favour of receiving communication/ information / loan document/ other collaterals from bank pertaining to the loan account via email/ net banking from time to time.

## Customer Consent

I hereby give my consent to and agree and authorize Axis Bank Ltd. to fetch my personal details from UIDAI. I hereby state that I have no objection in authenticating myself with Aadhaar based authentication system and I voluntarily consent to providing my Aadhaar number / VID number, Biometric information and/or One Time Pin(OTP) data (and/or any similar authentication data) for the purpose of [Product name] loan application. I understand that the biometric and/or OTP and/or any other authentication data I may provide for authentication shall be used only for authenticating my identity through the Aadhaar authentication system for the specific transaction or as per requirement of law and for no other purposes. I confirm that I have been informed about the alternatives to submission of identity information and I have agreed to authenticate myself through Aadhaar based authentication system with full understanding of alternatives to submission of identity information. I understand that Axis Bank shall ensure security and confidentiality of my personal identity data provided for the purpose of Aadhaar based authentication. I authorize Axis Bank to verify and authenticate my Aadhaar during processing my Gold loan. I further authorize the Bank to share my Aadhaar related details/information with regulatory /statutory bodies as and when required.

I hereby 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 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.

I 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 including 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, for cross selling, for developing credit scoring models and business strategies, for monitoring, for evaluating and improving the quality of services and products, or for any purposes as the Bank may deem fit. 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.

☐ YES ☐ NO

Applicant Signature

## Nomination

I/We  name(s) and address(es)

nominate the following person to whom in the event of my/our death, the Gold security pledged and in the custody of Bank, particulars whereof are given below, may be returned by the bank upon payment of outstanding amount in full subject to legal Heir Certificate submitted at the time of claim.

Nominee: Name:  Address:  Relationship   
with applicant  Age  If nominee is minor his/ her date of birth

\*As the nominee is a minor on this date.

I/ We appoint (Guardian) Name:  Age:  Address:

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 the Gold Security pledged and in the custody of the Bank against payment of all outstanding to the Bank to the exclusion of all other persons. I/We further confirm that on such return the Bank shall stand released & discharged.

I do not wish to add a nominee. ☐

Place

Date

Signature of Applicant

(Filling of all the fields is mandatory and No. field should be left Blank. User should either provide details or should mention NA to avoid any data fudging in blank spaces)



## Loan Agreement

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

## IN FAVOUR OF

AXIS Bank Ltd., a Banking Company incorporated under the provisions of Companies Act, 1956, carrying on its business of banking under Banking Regulation Act, 1949, having its Registered office at Trishul, 3' Floor, Opposite Samarsheshwar Temple, Law Garden, Ellis Bridge, Ahmedabad 380 006 and one of branch at \_\_\_\_\_ among other places, (hereinafter called the "Bank" and shall include executors, administrative successor, administrator & assigns)

WHEREAS the Borrower has requested the Bank to sanction Gold Loan limit of particularly detailed in the Loan Sanction Letter against security of gold ornaments and as specified in 'Gold Deposit Receipt' (hereinafter referred to as the 'Security')

AND WHEREAS the Bank has agreed to grant the said loan limit on the terms and conditions as set out in the Sanction Letter dated \_\_\_\_\_ and as agreed by the Borrower.

## NOW THE BORROWER WITNESSES AS UNDER

1. I/We hereby declare that the particulars given above are true and correct to the best of my/our knowledge and belief and that the gold ornaments/gold coins described under appraiser' certificate / gold coin deposit receipt, to be deposited as security with the Axis Bank(Bank) belong solely to me/us. I/We further declare that the gold ornaments & gold coins is not defective/ challenged by any person in any manner, nor is it spurious or of inferior quality and has been acquired by me/us from genuine sources and is my/ our bonafide property and no other person has claim, lien or charge against it.
2. I/ We acknowledge that the Bank shall have no liability for any consequences arising out of any erroneous details provided by me/ us and I/ we shall utilize the Loan solely for the purpose stated in the Sanction Letter and will not be used for any speculative or anti-social purpose.
3. I/we further understand that if the loan is sanctioned by the Bank, then a limit shall be set against the gold ornaments/gold coins, pledged by me/us, and the aggregate limit can be used by me as per my/our requirement. I/we undertake that I/we shall make written application to the Bank intimating my financial requirement (within the overall limit). However, the right to disburse any limit within the sanctioned limit, shall be at the discretion of the Bank.
4. Borrower/s must utilise borrowed funds solely for the purpose for which the loan is granted and that it cannot make any material transfers to its group entities, from such funds, without the consent of the Bank.
5. I/ We agree that, the valuation of the gold ornaments & gold coin shall be done by an independent appraiser appointed by the Bank and the loan amount shall be determined by the Bank on the basis of the value of the gold security as set out in the valuation report provided by the appraiser. Such value shall be subject to the market price of the gold ornaments/ coin from time to time the amount of loan will be conveyed to me/us to the Bank.
6. I/ We am/ are the owner/joint-owners and am/are in possession of certain gold ornaments/("Gold Security") over which I/ We will create a first and exclusive charge by way of pledge in favor of the Bank. I/ We have deposited the gold ornaments with the Bank in a sealed packet to be kept with the Bank during the Tenure of the Loan / overdraft. I/We agree that the Bank shall be entitled to open such sealed packet during Tenure of the facility and conduct investigation in connection with the quality of Gold Security at my/our cost at anytime and I/ We would be solely responsible for any discrepancy in the purity/weight of such Gold Security. I/ We agree that the Bank has the right at anytime to reappraise/ verify the gold ornaments & coins deposited with it and we would be solely responsible for any discrepancy in the purity/weight of such ornaments & gold coins. I/We voluntarily hereby provide our unconditional consent to the Bank for conducting all the tests for the purpose of valuation of my gold ornaments/coins in my/our presence or without my/our presence, including pounced scratching and acid test or any other verification as the Bank may require.
7. I/We agree that, the Bank not shall be required to lend against the said ornaments & gold coins any amount inclusive of interest exceeding \_\_\_\_\_ % of the net appraised value of the said ornaments & coins. The Bank shall be at liberty to vary the said margin from time to time at its sole discretions.
8. I/ We agree that, at the time of renewal of the overdraft facility whether during or after the expiry of the tenure of the Loan, I/ We may request the Bank to grant the renewal of overdraft to me/ us on a higher/ lower loan -to value ratio or any other term which the bank may allow at its sole and absolute discretion subject to payment of a such fee as the Bank may prescribe.
9. I/ We agree that the loan / overdraft may be prepaid in whole or in part, by me/ us. The bank may grant on such conditions as it may deem fit, including without limitation the payment of prepayment or part payment charges as the case may be, as stipulated by the bank, which prepayment and/ or part payment charges may be applied and collected by the bank either at the time of maturity or closure or renewal, whichever is earlier. Without prejudice to any other rights that the Bank may have under law, in case of nonpayment of any dues, I/ We shall be liable to pay additional interest/ default interest at such rate as may be described by the Bank on the entire Loan / overdraft plus the interest due on that date. Part payment by customer to be allowed any number of times during the tenure of loans.
10. I/We agree that, the Bank may, without assigning any reason and upon written notice mailed or delivered to me/ us cancel in full or in part the Loan / overdraft and demand repayment thereof. Upon such notice, the said Dues shall become forthwith due and payable by me/us to the Bank.
11. I/ We hereby authorize Bank to carry out the RTGS/ NEFT transaction as per details mentioned in the application. I/ We understand that RTGS/ NEFT request is subject to the RBI regulations and guidelines governing the same. I/ We further acknowledge that Bank accepts no liability for any consequences arising out of erroneous details provided by me/ us.
12. I/ We confirm that, the Gold Security and any other security furnished by me/ us to the Bank will be released only upon payment in full of the said Dues by me/ us to the Bank. In case the value of Gold Security falls lower than the required margin of the Bank as applicable from time to time, without prejudice to the right to declare on Event of Default under Clause 18 and/ or to right to sell the Gold Security and/ or exercise any other right or remedies available with the Bank hereunder or under law, I/ We shall, within 7 (seven) days of a notice from the Bank's sole discretion, deposit with the Bank, such additional security, as may be required.
13. I/ We agree that, in addition to any general lien or similar right to which the Bank as bankers may be entitled by law, the Bank may at anytime 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
14. I/ We agree that, Bank may open multiple accounts in my/ our name/s within the aggregate facility/ies sanctioned to me/ us and all the terms and conditions of this Agreement shall be applicable to all such accounts opened/to be opened with the Bank.
15. I/ We agree that the Interest calculation will be done on the basis of the outstanding balance method and on the basis of 365 days and we are liable to pay the Bank penal charges at \_\_\_\_\_ % p.a., on the balance due to the Bank from the date of my/ or failure in maintaining the margin, or in failure/ neglect in repaying the balance dues to the Bank. I/ We agree that the penal charges may be revised from time to time in accordance with the Bank's policy and such revised charges would be prospectively made applicable.
  - a) Financial Default\*: 8% p.a. above applicable interest rate on the overdue amount (subject to the aggregate not exceeding Rs. 1,00,000/- per instance).
  - b) There shall be no capitalisation of Penal Charges.
  - c) \*Financial Default includes all types of payment or financial defaults/irregularities with respect to your Loan Account.
16. If I/We fail to maintain such margin as aforesaid or if we/us shall on demand, fail or neglect to repay the balance due to the Bank, it shall be lawful for the Bank forthwith or anytime thereafter and after final reminder notice in writing to me/us demanding the balance then due to the Bank and default being made in payment for 7 days after giving such notice, to sell or otherwise dispose off all or of the said ornaments/coins, to be deposited by pledge, either together or in lots or separately, either by public auction or private contact and subject such conditions as the Bank shall think fit absolutely and apply the net proceeds of such sale in or towards the liquidation of the balance then due to the Bank. Any shortfall after the adjustment of the net sale proceeds shall be repaid forthwith by me
17. I/We agree that, in the event of there being a surplus available of the net proceeds of such sale after payment in full of the balance due to the Bank it shall be lawful for the Bank to retain and apply the said surplus towards payment or liquidation of any and other money which shall be or may become due to the borrowers or any of them whether singly or jointly with any other persons and whether as a principal debtor or surety.
18. That any notice in writing required to be served hereunder shall be sufficiently served if addressed to me/us, at our address registered in the Bank or in the event of no such address being registered in the bank at our last known place of residence or business and left at such other address or place aforesaid or forwarded to me/us by post at the address aforesaid. A notice sent by the post deemed to be given at the time when in due course of post it would be delivered at the address to which it is sent and in proving that such notice was posted a certificate signed by the Bank's local manager or agent or other authorized officer that envelope was so posted shall be conclusive
19. The Following event shall constitute events of default and upon occurrence of which, the dues to the Bank shall become immediately due and payable by me/ us to the Bank and further enable Bank to enforce the Gold security.
  - a) Failure on my/ our part to perform any of the obligations hereunder or if any circumstance or event occurs which adversely affects my/ our capacity to repay the loan or any part thereof of my/ our obligations.
  - b) If any of the representation or statements or particulars made by me/ us herein are found to false/ misleading or incorrect.
  - c) If the loan and interest is not repaid on the date of maturity/as per the time line specified by the bank.
  - d) Upon detection of any systemic fraud in relation to the quality of the gold by the Bank.
  - e) If the value of the said Gold Security falls lower than the required margin of the Bank as applicable from time to time, due to change in market price (whether actual or reasonably anticipated) or any other reason or if there is any deterioration or any part thereof, which causes the security in the judgment of the Bank to become unsatisfactory in character or value.
  - f) If it is discovered that there is any collusion between the appraiser and me/us resulting in a fraudulent and erroneous valuation of gold ornaments & coins, or in case the Bank has a reasonable suspicion in this regard.
  - g) If any attachment, distress, execution or other process against me/ us or any of the security is enforced/ levied upon.
  - h) In the event of death, insolvency, commission of an act of bankruptcy of either of us.
  - i) Any attempt by me/ us, without prior written consent of the bank to create any charge, lien, mortgage or any other encumbrance over the gold ornaments & coins.
20. Penal and Charges
  1. All amounts in default for payment, due to delay or non-payment of EMI/Installment or interest thereon including any costs, charges and expenses or due to occurrence of any other Event of Default shall be debited to the loan/drawal account and in such case Bank shall also levy the penal charges and other charges as applicable and prescribed in the in the said loan/drawal account for the period of default without there being any need to assign a reason for the same, which shall be paid by the Borrower.
  2. However, if Borrower fails to make the payment of above said amounts in default for payment or the penal charges and other charges levied by the Bank within 365 days (in case of Farm Credit / Ancillary Activity loans)/ 90 days (in case of Home Repairs /Other loans) from the due date of such payments, in that case said loan/drawal account shall be classified as Non Performing Asset ("NPA").
  3. In order to regularize the said loan/drawal account, the Borrower shall be liable to pay all the above mentioned amounts in default and/or penal charges and other charges, as the case may be, [on immediate basis]
21. Upon the occurrence of an event of default, the Bank shall be entitled to sell the Gold Security inclusive of precious stones in studded jewellery in the open market after giving a sufficient notice which I/We agree is as reasonable period for the purpose of Section 176 of the Contract 1872. The Proceeds so realized from the sale of the Gold security shall be utilized towards the repayment of Dues under the Loan. In the event the proceeds so realized or insufficient to meet the amount of Dues, the Bank may take such other and further actions as it may deem necessary to realize the balance amount from me/us. In case of more than one borrower, we agree that our liability shall be joint and several. The value of precious / semi precious stones embedded in gold ornaments or studded in gold jewellery will not be considered at the time sell of Gold Security in the auction.
22. In case of my/ our failure to repay the loan, I/ we hereby authorize AXIS Bank to publish my/ our photographs in the print media under the title of a defaulter of loan / overdraft facility. I am also aware that the right to publish the photograph shall solely be with the Bank and the Bank shall have the discretion to publish the photographs of all or selected defaulters.
23. I/We agree that, as per RBI guidelines, classification of accounts as NPA is done Borrower wise and not Facility wise and hence, it may be noted that in case of nonpayment of dues by the customer in case of any facility availed from the Bank and consequently the account is to be classified as NPA, all other loan accounts of the Borrower/ Card Holder, with the Bank also shall be classified as NPAs as per the guidelines issued by RBI and it shall entitle the Bank to recall all such loans/facilities availed by the same customer from the Bank, irrespective of the regular repayment in such accounts.
24. I/ We understand that as a pre-condition, relating to grant of the loans/ advances/ other funds based and/or non fund based credit facilities to me/us, the Bank requires our consent for the disclosure by the bank of, information and data relating to us of credit facility availed of/ to be availed, by us, by obligations assumed/to be assumed, by us, in relation thereon to and default, if any, committed by us, in discharge thereof. Accordingly, I/we hereby agree and give consent for the disclosure by the Bank of all or any such:
  1. Information & data relating to us
  2. The Information and data relating to any credit facility availed of/to be availed by us and
  3. Default, if any, committed by us, in discharge of any such obligations

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

1. The Credit Information Bureau (India) Ltd, and any other agency, no authorized may use, process the said information and data disclosed by the Bank in a manner as deemed fit by them and
2. The Credit Information Bureau (India) Ltd, and any other agency, so authorized may furnish for consideration, the processed information and data or product there of prepaid by them, to Bank/ FI's and other credit grantors or register users, as may be specified by the RBI in this behalf.

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



25. Interest on the loan will be charged at (Effective Rate of Interest \_\_\_\_\_ % p.a.) on the basis of monthly rest which is (Spread \_\_\_\_\_ % p.a.) above the one year Marginal Cost of funds based Lending Rate (MCLR) which is at present (1 Year MCLR \_\_\_\_\_ % p.a.). The rate of interest viz (Effective Rate of Interest \_\_\_\_\_ % p.a.) will be valid for the entire tenor of the loan.
26. The Borrower hereby gives specific consent to the Bank/Lender for disclosing / submitting the 'financial information' as defined in Section 3 (13) of the Insolvency and Bankruptcy Code, 2016 ( 'Code' for brief ) read with the relevant Regulations/ Rules framed under the Code, as amended and in force from time to time and as specified there under from time to time, in respect of the Credit/ Financial facilities availed from the Bank/ Lender, from time to time, to any 'Information Utility' ( 'IU' for brief ) as defined in Section 3 ( 21 ) of the Code, in accordance with the relevant Regulations framed under the Code, and directions issued by Reserve Bank of India to the banks from time to time and hereby specifically agree to promptly authenticate the 'financial information submitted by the Bank/Lender, as and when requested by the concerned 'IU'
27. The Borrower is aware and agrees that in the event the Gold loan packet is found with spurious gold, the Loan 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.
28. I/We agree that the bank reserves the right to check/verify the pledged ornaments once within the tenure of the loan for its internal verification purpose in my/our absence.
29. "The Bank shall have an unconditional right to cancel the undrawn/un-availed/unused portion of the Facility at any time during the subsistence of the Facility, without any prior notice to the Borrower, for any reason whatsoever. In the event of any such cancellation, all the provisions of this sanction shall continue to be effective and valid and the Borrower shall repay the Facility in accordance with the terms of this sanction
30. In the event of Borrower being a Non-Resident Indian, the Borrower agrees that the availability of the Loan shall be subject to such conditions stipulated by Reserve bank of India or any Statutory or Regulatory body from time to time and the Borrower shall not utilise the Loan or any part thereof for the purposes not permitted by Reserve bank of India or any Statutory or Regulatory body from time to time which includes the following.  
(i) Business of Chit Fund;  
(ii) Nidhi Company;  
(iii) Agricultural or plantation activities or in real estate business or construction of farm houses;  
(iv) Trading in Transferable Development Rights (TDRs);  
(v) Investment in capital market including margin trading & derivatives.
31. The Borrower agrees that he/she is not a politically exposed person (PEP) and further undertakes to inform Axis Bank in the event that he/she and/or any of their family members /close relatives becomes a PEP. In such an event, the Bank will obtain approval from its senior management to continue the business relationship and subject the account to the Customer Due Diligence measures as applicable to the customers of PEP category including enhanced monitoring on an ongoing basis.  
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.
32. Without prejudice to any other term of this Agreement, the Parties expressly agree that any payment made by the Borrower to the Bank under this Agreement shall be appropriated by the Bank in the following order -
- a. 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 other than revolving facilities		Loans in the nature of cash credit / overdraft	
SMA Sub categories	Basis for classification – Principal or interest payment or any other amount wholly or partly overdue	SMA Sub-categories	Basis for classification – Outstanding balance remains continuously in excess of the sanctioned limit or drawing power, whichever is lower, for a period of:
SMA 0	Up to 30 days	NA	NA
SMA 1	More than 30 days and Up to 60 days	SMA 1	More than 30 days and Up to 60 days
SMA 2	More than 60 days and Up to 90 days	SMA 2	More than 60 days and Up to 90 days

- b. Non-performing Asset:  
Non-Performing Asset (NPA) is a loan or an advance where:  
(i) Interest and/or instalment of principal remains overdue for a period of more than 90 days in respect of a term loan,  
(ii) The account remains 'out of order' as indicated below, in respect of an Overdraft / Cash Credit (OD / CC),  
(iii) The bill remains overdue for a period of more than 90 days in the case of bills purchased and discounted,  
(iv) The instalment of principal or interest thereon remains overdue for two crop seasons for short duration crops  
(v) The instalment of principal or interest thereon remains overdue for one crop season for long duration crops.  
(vi) The amount of liquidity facility remains outstanding for more than 90 days, in respect of a securitisation transaction undertaken in terms of the Reserve Bank of India (Securitisation of Standard Assets) Directions, 2021.  
(vii) In respect of derivative transactions, the overdue receivables representing positive mark-to-market value of a derivative contract, if these remain unpaid for a period of 90 days from the specified due date for payment.
- c. 'Out of Order' Status:  
An account shall be treated as 'out of order' if:  
(i) the outstanding balance in the CC/OD account remains continuously in excess of the sanctioned limit/drawing power for 90 days, or  
(ii) the outstanding balance in the CC/OD account is less than the sanctioned limit/drawing power but there are no credits continuously for 90 days, or the outstanding balance in the CC/OD account is less than the sanctioned limit/drawing power but credits are not enough to cover the interest debited during the previous 90 days period. Illustrative movement of an account to SMA category to NPA category based on delay / non-payment of dues and subsequent upgradation to Standard category at day end process:

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

Due date of payment	Payment date	Payment covers	Age of oldest dues in days	SMA /NPA categorisation	SMA since date / SMA class date	NPA categorization	NPA Date
01.01.2022	01.01.2022	Entire dues upto 01.01.2022	0	NIL	NA	NA	NA
01.02.2022	01.02.2022	Partly paid dues of 01.02.2022	1	SMA-0	01.02.2022	NA	NA
01.02.2022	02.02.2022	Partly paid dues of 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 is 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 01.03.2022	1	SMA-0	01.03.2022	NA	NA
01.04.2022		No payment of dues of 01.02.2022, 01.03.2022 and amount dues on 01.04.2022 at EOD 01.04.2022	60	SMA-1	01.02.2022 / 02.04.2022	NA	NA
		No payment of dues of 01.02.2022 till 01.04.2022 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 01.05.2022 at EOD 01.05.2022	90	SMA 2	01.02.2022 / 02.04.2022	NA	NA
		No payment of dues of 01.02.2022 till 01.05.2022 at EOD 02.05.2022	91	NPA	NA	NA	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	Paid entire dues of 01.09.2022 & 01.10.2022	0	Standard Account with No Overdues	NA	NA	STD from 01.10.2022

- (d) The Borrower agrees and acknowledges that the manner of classification and illustrations of SMA and NPA as provided in sub-clauses (a) to (d) above in which the Bank is required to classify accounts as SMA / NPA as per the various applicable regulations and guidelines issued by RBI from time to time and:
- (i) the same is liable to change / be modified as per the requirements of the RBI guidelines in the matter issued from time to time. Any such change shall be intimated by the Bank to the Borrower from time to time and the Borrower agrees and acknowledges that such intimation shall accordingly modify the manner and illustrations provided herein without a need for further amendment to the Agreement or require specific acknowledgment of the Borrower; and
- (ii) the Bank shall have the right to classify the account of the Borrower with the Bank as SMA / NPA as per the applicable regulations / guidelines issued by RBI from time to time even though the manner of classification and the illustrations thereof are not set forth in this Agreement or the Sanction Letter(s).
36. Borrower(s) agree(s) to keep bank account (details of which the Borrower(s) has/have submitted to the Bank for setting up the Standing Instruction/NACH Mandate to recover the EMI/Installment) adequately funded at least one day prior to the repayment/EMI due date. Borrower(s) understand(s) and agree(s) that if the Borrower(s) fail(s) to fund the bank account as aforesaid and the Standing Instruction/NACH Mandate fails to be honored on the repayment/EMI due date, Bank shall be at liberty to levy applicable charges as per the Loan Agreement in addition to the other rights available to the Bank under this Loan Agreement and applicable law/regulatory guidelines.
37. I confirm that the Bank has explained and provided me the above information in my local language before collecting my personal details for the purpose of Aadhaar based authentication
38. To take possession/ control of such Property/ security, whether directly or through any receiver, recovery agent, manager attorney, or other person as may be appointed by the Bank to exercise all or any of the powers and rights vested in the Bank under the Loan Agreement and/or any other related transaction documents and/or as available to it in law, who shall be deemed to be the agent of the Bank, including for or in relation to perfection, preservation, valuation, enforcement of Security Interest, possession, sale, auction, private treaties of Security Interest, etc., It shall be lawful for the Bank or its agents to enter into or take possession under the provisions contained in any of the documents entered in relation to the Security Interests henceforth and to hold and enjoy the same and to receive the rents and profits thereof without any interruption or disturbance by the Borrower and/ or the Security Providers or persons claiming by, through, under or in trust for the Borrower and/ or the Security Providers.
39. The Borrower covenants and agrees that, so long as the Loan Obligations are outstanding, and until the full and final payment of all Loan Obligations to the satisfaction of the Bank, the Borrower shall co-operate with such auditors as may be appointed by the Bank in case the Facilities or the loan account of the Borrower is red-flagged by the Bank and/or any other lenders. The Borrower further covenants and agrees to provide the necessary information and/or documents as may be required by such auditors, and bear all the expenditure in respect of the same and agrees to indemnify and keep the Bank indemnified in this regard.
- 40 a. I/We understand that the insurance plan(s) from the insurance partner(s) engaged by the Bank ('such insurance partner(s)') are made available for our convenience and in case I/We opt for the same, Bank's representative can assist further in the enrolment of the chosen plan. I/We acknowledge that the Bank has clarified that purchase of the insurance cover from such insurance partner(s) is voluntary/optional and is not linked to availment of any product(s)/service(s) from the Bank. I/We further confirm that I/we have been given the option to avail the insurance cover from such insurance partner(s) or from any other insurance providers.
- 40 b. ☐ Yes  
I/We wish to protect my/our family from the loan liability in case of an eventuality i.e. [ ] and voluntarily would like to opt for (Type/Name of Policy)\_\_\_\_\_.
- ☐ No  
I/We have been informed by Axis Bank about (Type/Name of Policy)\_\_\_\_\_, but I/We have decided not to opt for it and. I/We completely understand that in case of an eventuality [ ], the responsibility for EMI payment / loan repayment would remain & could fall on my /our family / firm, failing which, Axis bank would take necessary action(s) for recovery.
- Signature \_\_\_\_\_
- Primary applicant's name \_\_\_\_\_
41. Bank while extending credit facility to a borrower that it shall not induct a person whose name appears in the LWD on its board or as a person in charge and responsible for the management of the affairs of the entity and that in case, such a person is found to be on its Board, it would take expeditious and effective steps for removal of such person from its Board.
42. The Borrower hereby acknowledges and agrees that the Bank has a right to award a separate mandate to our Auditor or any independent Auditor, as the Bank may deem fit with a view to obtain a specific certificate regarding diversion /siphoning of funds by the Borrower. The Borrower agrees and undertakes to co-operate with such Auditors and provide the necessary information and/or documents as may be required by such Auditors. The Borrower also agrees and undertakes to bear all the expenditure in respect of obtaining the said Certificate and agrees to indemnify and keep the Bank indemnified in this regard.
43. The Fair Practice Code for the Lenders as published on the Axis Bank's website, shall apply to the Loan. Copy of the Fair Practice Code for lenders as available on the Bank's website.  
<https://www.axisbank.com/docs/default-source/default-document-library/fair-practice-code-for-lenders.pdf>

#### Terms and Conditions for Gold Backed OD linked to UPI:

- The Borrower agrees that the credit line on UPI facility ('UPI Facility') shall be available to the Borrowers in India, subject to the condition that Borrower downloads the UPI enabled Application, successfully installs it and thereafter authenticates himself/herself with the applicable credentials and sets his/her UPI PIN.
- The Borrower agrees that the UPI Facility shall be available only if the Borrower has his/her mobile phone number registered with his/her bank account for SMS/Mobile Banking and should have existing relationship with his/her bank for availing the UPI Facility.
- The UPI Facility shall be made available only to the Borrowers satisfying the eligibility criteria and shall be provided at the sole discretion of Axis Bank and may be discontinued by Axis Bank at any time, with or without prior intimation to the Borrower.
- The Borrower understands and accepts that any other condition that is a pre-requisite to access and avail benefits under the UPI Facility, including, but not limited to a mobile phone, data connection, etc. will be the sole responsibility of the Borrower.



- The Borrower irrevocably and unconditionally authorizes Axis Bank to access his/her Account and the Personal details registered while authentication of Application for availing the service including effecting Banking or other transactions of the user through the facility.
- The Borrower expressly authorizes Axis Bank to disclose to the service provider or any other third party, all Borrower information in its possession, as may be required by them to provide the services offered under the said facility to the User.
- The authority to record the User's details and transaction details is hereby expressly granted by the User to Axis Bank. All records generated by the transactions arising out of use of the facility, including the time of the transaction, beneficiary details; recorded shall be conclusive proof of the genuineness and accuracy of the transactions.
- The Borrower shall be solely responsible for fund transfer through the payment application to the correct beneficiary/ virtual address.
- The Borrower shall be responsible to comply with the applicable anti-money laundering (AML) norms governing such funds transfers as stipulated by Reserve Bank of India ("RBI") or the applicable law, from time to time.
- The Borrower shall be liable and responsible in case of any discrepancy found in the information provided by him/her for availing fund transfer service offered through the payment application.
- The Borrower shall be solely responsible for protecting the details of his/her mobile phone and UPI PIN for the use of the UPI facility.
- Borrower agrees and confirms that, for the purpose of availing the UPI Facility:
  - a Borrower has to add his/her credit line account maintained with Axis Bank to the payment service provider's application. Axis Bank holds no control over such payment service provider, or its application and the Borrower shall be solely responsible for usage of the payment application to access and avail benefits of the UPI Facility.
  - b Borrower has to select the appropriate bank details where his/her account is maintained, for the purpose of adding his/her bank account to the payment application. The account details will be fetched by Axis Bank through the application via NPCI and the issuing bank, basis the registered mobile number shared by Borrower. The account details which will be fetched by Axis Bank will be displayed to the Borrower on his/her mobile phone/device.
  - c The Borrower has to validate the bank account details by entering the 6 digit code virtual code and 4 digit the expiry code, OTP which will be sent to the Borrower on his/her registered mobile number. The same will be followed by setting up a UPI PIN for the profile in the payment application, to complete the account addition process by the Borrower. All these details will be entered by the Borrower on the NPCI library that would be fetched in the payment application from NPCI library in encrypted form.
  - d Post the successful credit line account addition in the payment application, the Borrower shall authorize any transaction by entering the UPI PIN set-up by Borrower. The Borrower understands that the UPI PIN will be set-up by the Borrower directly on the NPCI library and Axis Bank would not be able to read or copy such UPI PIN. It will be the sole responsibility of the Borrower to maintain the confidentiality of the UPI PIN set by him/her and Axis Bank shall not be responsible for the same in any manner whatsoever.
- The Borrower understands that the UPI Facility shall be limited to payment for UPI P2M (Payment to Merchants) only for Gold Backed OD Credit line on UPI. All other type of usages/spends will be restricted including but not limited to NEFT, RTGS, IMPS etc.
- The Borrower can contact or make a request to Axis Bank's branch operations team in case if a Borrower wishes to close the UPI Facility ,

Declarations: I/We, declare that

**VERNACULAR DECLARATION/ANNEXURE FROM ILLITERATE PERSON**

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

To be signed by a third party other than bank employee

Signed and Delivered by the within named Bank, Was Bank Ltd through its authorised official.

For AXIS BANK LTD.

Applicant Name: \_\_\_\_\_

**Declaration for Divyang Customers**

The contents of this application form and all loan/overdraft documentation have been read by the Borrowers/Guarantors or have been read over and explained to the Borrowers/ Guarantors and he/she/ they having understood the contents thereof subscribed to these presents

To be signed by a third party other than bank employee

Signed and Delivered by the within named Bank , Axis Bank Ltd through its authorised official.

For AXIS BANK LTD.

Applicant Name: \_\_\_\_\_

 Authorised Signatory

 Signature of Applicant

**Schedule of Charges**

Stamp Duty - At Actuals (Wherever Applicable)	-	Part Payment -Nil
Valuation Charges _____	-	Penal charges on overdue Amount _____ 8%
Processing charges _____	-	Non-utilisation charges _____ (applicable only for overdraft facility)

**Fore Closure Charges:**

- 2% of the sanction amount plus applicable taxes, if loan is closed between 0 to 6 months from sanction date.
- Nil for greater than 6 months...

 Signature of Applicant

\*All of the above charges are subject to change as per Bank's discretion from time to time.

Goods & Services tax (GST) will be charged extra as per the applicable rates, on all the charges and fees (Wherever GST is applicable)

a) \*\*\*Financial Default : 8% p.a. above applicable interest rate on the overdue amount (subject to the aggregate not exceeding Rs. 1,00,000/- per instance).

b) There shall be no capitalisation of Penal Charges.

c) \*Financial Default includes all types of payment or financial defaults/irregularities with respect to your Loan Account.

**Gold Loan Customer References**

**Reference 1:**

Name: \_\_\_\_\_

Contact Number: \_\_\_\_\_

**Reference 2:**

Name: \_\_\_\_\_

Contact Number: \_\_\_\_\_



## Loan Agreement

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

## IN FAVOUR OF

AXIS Bank Ltd., a Banking Company incorporated under the provisions of Companies Act, 1956, carrying on its business of banking under Banking Regulation Act, 1949, having its Registered office at Trishul, 3' Floor, Opposite Samarsheshwar Temple, Law Garden, Ellis Bridge, Ahmedabad 380 006 and one of branch at \_\_\_\_\_ among other places, (hereinafter called the "Bank" and shall include executors, administrative successor, administrator & assigns)

WHEREAS the Borrower has requested the Bank to sanction Gold Loan limit of particularly detailed in the Loan Sanction Letter against security of gold ornaments and as specified in 'Gold Deposit Receipt' (hereinafter referred to as the 'Security')

AND WHEREAS the Bank has agreed to grant the said loan limit on the terms and conditions as set out in the Sanction Letter dated \_\_\_\_\_ and as agreed by the Borrower.

## NOW THE BORROWER WITNESSES AS UNDER

1. I/We hereby declare that the particulars given above are true and correct to the best of my/our knowledge and belief and that the gold ornaments/gold coins described under appraiser' certificate / gold coin deposit receipt, to be deposited as security with the Axis Bank(Bank) belong solely to me/us. I/We further declare that the gold ornaments & gold coins is not defective/ challenged by any person in any manner, nor is it spurious or of inferior quality and has been acquired by me/us from genuine sources and is my/ our bonafide property and no other person has claim, lien or charge against it.
2. I/ We acknowledge that the Bank shall have no liability for any consequences arising out of any erroneous details provided by me/ us and I/ we shall utilize the Loan solely for the purpose stated in the Sanction Letter and will not be used for any speculative or anti-social purpose.
3. I/we further understand that if the loan is sanctioned by the Bank, then a limit shall be set against the gold ornaments/gold coins, pledged by me/us, and the aggregate limit can be used by me as per my/our requirement. I/we undertake that I/we shall make written application to the Bank intimating my financial requirement (within the overall limit). However, the right to disburse any limit within the sanctioned limit, shall be at the discretion of the Bank.
4. Borrower/s must utilise borrowed funds solely for the purpose for which the loan is granted and that it cannot make any material transfers to its group entities, from such funds, without the consent of the Bank.
5. I/ We agree that, the valuation of the gold ornaments & gold coin shall be done by an independent appraiser appointed by the Bank and the loan amount shall be determined by the Bank on the basis of the value of the gold security as set out in the valuation report provided by the appraiser. Such value shall be subject to the market price of the gold ornaments/ coin from time to time the amount of loan will be conveyed to me/us to the Bank.
6. I/ We am/ are the owner/joint-owners and am/are in possession of certain gold ornaments/("Gold Security") over which I/ We will create a first and exclusive charge by way of pledge in favor of the Bank. I/ We have deposited the gold ornaments with the Bank in a sealed packet to be kept with the Bank during the Tenure of the Loan / overdraft. I/We agree that the Bank shall be entitled to open such sealed packet during Tenure of the facility and conduct investigation in connection with the quality of Gold Security at my/our cost at anytime and I/ We would be solely responsible for any discrepancy in the purity/weight of such Gold Security. I/ We agree that the Bank has the right at anytime to reappraise/ verify the gold ornaments & coins deposited with it and we would be solely responsible for any discrepancy in the purity/weight of such ornaments & gold coins. I/We voluntarily hereby provide our unconditional consent to the Bank for conducting all the tests for the purpose of valuation of my gold ornaments/coins in my/our presence or without my/our presence, including potted scratching and acid test or any other verification as the Bank may require.
7. I/We agree that, the Bank not shall be required to lend against the said ornaments & gold coins any amount inclusive of interest exceeding \_\_\_\_\_ % of the net appraised value of the said ornaments & coins. The Bank shall be at liberty to vary the said margin from time to time at its sole discretions.
8. I/ We agree that, at the time of renewal of the overdraft facility whether during or after the expiry of the tenure of the Loan, I/ We may request the Bank to grant the renewal of overdraft to me/ us on a higher/ lower loan -to value ratio or any other term which the bank may allow at its sole and absolute discretion subject to payment of a such fee as the Bank may prescribe.
9. I/ We agree that the loan / overdraft may be prepaid in whole or in part, by me/ us. The bank may grant on such conditions as it may deem fit, including without limitation the payment of prepayment or part payment charges as the case may be, as stipulated by the bank, which prepayment and/ or part payment charges may be applied and collected by the bank either at the time of maturity or closure or renewal, whichever is earlier. Without prejudice to any other rights that the Bank may have under law, in case of nonpayment of any dues, I/ We shall be liable to pay additional interest/ default interest at such rate as may be described by the Bank on the entire Loan / overdraft plus the interest due on that date. Part payment by customer to be allowed any number of times during the tenure of loans.
10. I/We agree that, the Bank may, without assigning any reason and upon written notice mailed or delivered to me/ us cancel in full or in part the Loan / overdraft and demand repayment thereof. Upon such notice, the said Dues shall become forthwith due and payable by me/us to the Bank.
11. I/ We hereby authorize Bank to carry out the RTGS/ NEFT transaction as per details mentioned in the application. I/ We understand that RTGS/ NEFT request is subject to the RBI regulations and guidelines governing the same. I/ We further acknowledge that Bank accepts no liability for any consequences arising out of erroneous details provided by me/ us.
12. I/ We confirm that, the Gold Security and any other security furnished by me/ us to the Bank will be released only upon payment in full of the said Dues by me/ us to the Bank. In case the value of Gold Security falls lower than the required margin of the Bank as applicable from time to time, without prejudice to the right to declare on Event of Default under Clause 18 and/ or to right to sell the Gold Security and/or exercise any other right or remedies available with the Bank hereunder or under law, I/ We shall, within 7 (seven) days of a notice from the Bank's sole discretion, deposit with the Bank, such additional security, as may be required.
13. I/ We agree that, in addition to any general lien or similar right to which the Bank as bankers may be entitled by law, the Bank may at anytime 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
14. I/ We agree that, Bank may open multiple accounts in my/ our name/s within the aggregate facility/ies sanctioned to me/ us and all the terms and conditions of this Agreement shall be applicable to all such accounts opened/to be opened with the Bank.
15. I/ We agree that the Interest calculation will be done on the basis of the outstanding balance method and on the basis of 365 days and we are liable to pay the Bank penal charges at \_\_\_\_\_ % p.a., on the balance due to the Bank from the date of my/or failure in maintaining the margin, or in failure/ neglect in repaying the balance dues to the Bank. I/ We agree that the penal charges may be revised from time to time in accordance with the Bank's policy and such revised charges would be prospectively made applicable.
  - a) Financial Default\*: 8% p.a. above applicable interest rate on the overdue amount (subject to the aggregate not exceeding Rs. 1,00,000/- per instance).
  - b) There shall be no capitalisation of Penal Charges.
  - c) \*Financial Default includes all types of payment or financial defaults/irregularities with respect to your Loan Account.
16. If I/We fail to maintain such margin as aforesaid or if we/us shall on demand, fail or neglect to repay the balance due to the Bank, it shall be lawful for the Bank forthwith or anytime thereafter and after final reminder notice in writing to me/us demanding the balance then due to the Bank and default being made in payment for 7 days after giving such notice, to sell or otherwise dispose off all or of the said ornaments/coins, to be deposited by pledge, either together or in lots or separately, either by public auction or private contact and subject such conditions as the Bank shall think fit absolutely and apply the net proceeds of such sale in or towards the liquidation of the balance then due to the Bank. Any shortfall after the adjustment of the net sale proceeds shall be repaid forthwith by me
17. I/We agree that, in the event of there being a surplus available of the net proceeds of such sale after payment in full of the balance due to the Bank it shall be lawful for the Bank to retain and apply the said surplus towards payment or liquidation of any and other money which shall be or may become due to the borrowers or any of them whether singly or jointly with any other persons and whether as a principal debtor or surety.
18. That any notice in writing required to be served hereunder shall be sufficiently served if addressed to me/us, at our address registered in the Bank or in the event of no such address being registered in the bank at our last known place of residence or business and left at such other address or place aforesaid or forwarded to me/us by post at the address aforesaid. A notice sent by the post deemed to be given at the time when in due course of post it would be delivered at the address to which it is sent and in proving that such notice was posted a certificate signed by the Bank's local manager or agent or other authorized officer that envelope was so posted shall be conclusive
19. The Following event shall constitute events of default and upon occurrence of which, the dues to the Bank shall become immediately due and payable by me/ us to the Bank and further enable Bank to enforce the Gold security.
  - a) Failure on my/ our part to perform any of the obligations hereunder or if any circumstance or event occurs which adversely affects my/ our capacity to repay the loan or any part thereof of my/ our obligations.
  - b) If any of the representation or statements or particulars made by me/ us herein are found to false/ misleading or incorrect.
  - c) If the loan and interest is not repaid on the date of maturity/as per the time line specified by the bank.
  - d) Upon detection of any systemic fraud in relation to the quality of the gold by the Bank.
  - e) If the value of the said Gold Security falls lower than the required margin of the Bank as applicable from time to time, due to change in market price (whether actual or reasonably anticipated) or any other reason or if there is any deterioration or any part thereof, which causes the security in the judgment of the Bank to become unsatisfactory in character or value.
  - f) If it is discovered that there is any collusion between the appraiser and me/us resulting in a fraudulent and erroneous valuation of gold ornaments & coins, or in case the Bank has a reasonable suspicion in this regard.
  - g) If any attachment, distress, execution or other process against me/ us or any of the security is enforced/ levied upon.
  - h) In the event of death, insolvency, commission of an act of bankruptcy of either of us.
  - i) Any attempt by me/ us, without prior written consent of the bank to create any charge, lien, mortgage or any other encumbrance over the gold ornaments & coins.
20. Penal and Charges
  1. All amounts in default for payment, due to delay or non-payment of EMI/Installment or interest thereon including any costs, charges and expenses or due to occurrence of any other Event of Default shall be debited to the loan/drawal account and in such case Bank shall also levy the penal charges and other charges as applicable and prescribed in the in the said loan/drawal account for the period of default without there being any need to assign a reason for the same, which shall be paid by the Borrower.
  2. However, if Borrower fails to make the payment of above said amounts in default for payment or the penal charges and other charges levied by the Bank within 365 days (in case of Farm Credit / Ancillary Activity loans)/ 90 days (in case of Home Repairs /Other loans) from the due date of such payments, in that case said loan/drawal account shall be classified as Non Performing Asset ("NPA").
  3. In order to regularize the said loan/drawal account, the Borrower shall be liable to pay all the above mentioned amounts in default and/or penal charges and other charges, as the case may be, [on immediate basis]
21. Upon the occurrence of an event of default, the Bank shall be entitled to sell the Gold Security inclusive of precious stones in studded jewellery in the open market after giving a sufficient notice which I/We agree is as reasonable period for the purpose of Section 176 of the Contract 1872. The Proceeds so realized from the sale of the Gold security shall be utilized towards the repayment of Dues under the Loan. In the event the proceeds sp realized or insufficient to meet the amount of Dues, the Bank may take such other and further actions as it may deem necessary to realize the balance amount from me/us. In case of more than one borrower, we agree that our liability shall be joint and several. The value of precious / semi precious stones embedded in gold ornaments or studded in gold jewellery will not be considered at the time sell of Gold Security in the auction.
22. In case of my/ our failure to repay the loan, I/ we hereby authorize AXIS Bank to publish my/ our photographs in the print media under the title of a defaulter of loan / overdraft facility. I am also aware that the right to publish the photograph shall solely be with the Bank and the Bank shall have the discretion to publish the photographs of all or selected defaulters.
23. I/We agree that, as per RBI guidelines, classification of accounts as NPA is done Borrower wise and not Facility wise and hence, it may be noted that in case of nonpayment of dues by the customer in case of any facility availed from the Bank and consequently the account is to be classified as NPA, all other loan accounts of the Borrower/ Card Holder, with the Bank also shall be classified as NPAs as per the guidelines issued by RBI and it shall entitle the Bank to recall all such loans/facilities availed by the same customer from the Bank, irrespective of the regular repayment in such accounts.
24. I/ We understand that as a pre-condition, relating to grant of the loans/ advances/ other funds based and/or non fund based credit facilities to me/us, the Bank requires our consent for the disclosure by the bank of, information and data relating to us of credit facility availed of/ to be availed, by us, by obligations assumed/to be assumed, by us, in relation thereon to and default, if any, committed by us, in discharge thereof. Accordingly, I/we hereby agree and give consent for the disclosure by the Bank of all or any such:
  1. Information & data relating to us
  2. The Information and data relating to any credit facility availed of/to be availed by us and
  3. Default, if any, committed by us, in discharge of any such obligations

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

1. The Credit Information Bureau (India) Ltd, and any other agency, no authorized may use, process the said information and data disclosed by the Bank in a manner as deemed fit by them and
2. The Credit Information Bureau (India) Ltd, and any other agency, so authorized may furnish for consideration, the processed information and data or product there of prepaid by them, to Bank/ FI's and other credit grantors or register users, as may be specified by the RBI in this behalf.

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



25. Interest on the loan will be charged at (Effective Rate of Interest \_\_\_\_\_ % p.a.) on the basis of monthly rest which is (Spread \_\_\_\_\_ % p.a.) above the one year Marginal Cost of funds based Lending Rate (MCLR) which is at present (1 Year MCLR \_\_\_\_\_ % p.a.). The rate of interest viz (Effective Rate of Interest \_\_\_\_\_ % p.a.) will be valid for the entire tenor of the loan.
26. The Borrower hereby gives specific consent to the Bank/Lender for disclosing / submitting the 'financial information' as defined in Section 3 (13) of the Insolvency and Bankruptcy Code, 2016 ( 'Code' for brief ) read with the relevant Regulations/ Rules framed under the Code, as amended and in force from time to time and as specified there under from time to time, in respect of the Credit/ Financial facilities availed from the Bank/ Lender, from time to time, to any 'Information Utility' ( 'IU' for brief ) as defined in Section 3 ( 21 ) of the Code, in accordance with the relevant Regulations framed under the Code, and directions issued by Reserve Bank of India to the banks from time to time and hereby specifically agree to promptly authenticate the 'financial information submitted by the Bank/Lender, as and when requested by the concerned 'IU'
27. 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.
28. I/We agree that the bank reserves the right to check/verify the pledged ornaments once within the tenure of the loan for its internal verification purpose in my/our absence.
29. "The Bank shall have an unconditional right to cancel the undrawn/un-availed/unused portion of the Facility at any time during the subsistence of the Facility, without any prior notice to the Borrower, for any reason whatsoever. In the event of any such cancellation, all the provisions of this sanction shall continue to be effective and valid and the Borrower shall repay the Facility in accordance with the terms of this sanction
30. In the event of Borrower being a Non-Resident Indian, the Borrower agrees that the availability of the Loan shall be subject to such conditions stipulated by Reserve bank of India or any Statutory or Regulatory body from time to time and the Borrower shall not utilise the Loan or any part thereof for the purposes not permitted by Reserve bank of India or any Statutory or Regulatory body from time to time which includes the following.  
(i) Business of Chit Fund;  
(ii) Nidhi Company;  
(iii) Agricultural or plantation activities or in real estate business or construction of farm houses;  
(iv) Trading in Transferable Development Rights (TDRs);  
(v) Investment in capital market including margin trading & derivatives.
31. The Borrower agrees that he/she is not a politically exposed person (PEP) and further undertakes to inform Axis Bank in the event that he/she and/or any of their family members /close relatives becomes a PEP. In such an event, the Bank will obtain approval from its senior management to continue the business relationship and subject the account to the Customer Due Diligence measures as applicable to the customers of PEP category including enhanced monitoring on an ongoing basis.  
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.
32. Without prejudice to any other term of this Agreement, the Parties expressly agree that any payment made by the Borrower to the Bank under this Agreement shall be appropriated by the Bank in the following order -
- a. 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 other than revolving facilities		Loans in the nature of cash credit / overdraft	
SMA Sub categories	Basis for classification – Principal or interest payment or any other amount wholly or partly overdue	SMA Sub-categories	Basis for classification – Outstanding balance remains continuously in excess of the sanctioned limit or drawing power, whichever is lower, for a period of:
SMA 0	Up to 30 days	NA	NA
SMA 1	More than 30 days and Up to 60 days	SMA 1	More than 30 days and Up to 60 days
SMA 2	More than 60 days and Up to 90 days	SMA 2	More than 60 days and Up to 90 days

- b. Non-performing Asset:  
Non-Performing Asset (NPA) is a loan or an advance where:  
(i) Interest and/or instalment of principal remains overdue for a period of more than 90 days in respect of a term loan,  
(ii) The account remains 'out of order' as indicated below, in respect of an Overdraft / Cash Credit (OD / CC),  
(iii) The bill remains overdue for a period of more than 90 days in the case of bills purchased and discounted,  
(iv) The instalment of principal or interest thereon remains overdue for two crop seasons for short duration crops  
(v) The instalment of principal or interest thereon remains overdue for one crop season for long duration crops.  
(vi) The amount of liquidity facility remains outstanding for more than 90 days, in respect of a securitisation transaction undertaken in terms of the Reserve Bank of India (Securitisation of Standard Assets) Directions, 2021.  
(vii) In respect of derivative transactions, the overdue receivables representing positive mark-to-market value of a derivative contract, if these remain unpaid for a period of 90 days from the specified due date for payment.
- c. 'Out of Order' Status:  
An account shall be treated as 'out of order' if:  
(i) the outstanding balance in the CC/OD account remains continuously in excess of the sanctioned limit/drawing power for 90 days, or  
(ii) the outstanding balance in the CC/OD account is less than the sanctioned limit/drawing power but there are no credits continuously for 90 days, or the outstanding balance in the CC/OD account is less than the sanctioned limit/drawing power but credits are not enough to cover the interest debited during the previous 90 days period. Illustrative movement of an account to SMA category to NPA category based on delay / non-payment of dues and subsequent upgradation to Standard category at day end process:

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

Due date of payment	Payment date	Payment covers	Age of oldest dues in days	SMA /NPA categorisation	SMA since date / SMA class date	NPA categorization	NPA Date
01.01.2022	01.01.2022	Entire dues upto 01.01.2022	0	NIL	NA	NA	NA
01.02.2022	01.02.2022	Partly paid dues of 01.02.2022	1	SMA-0	01.02.2022	NA	NA
01.02.2022	02.02.2022	Partly paid dues of 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 is 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 01.03.2022	1	SMA-0	01.03.2022	NA	NA
01.04.2022		No payment of dues of 01.02.2022, 01.03.2022 and amount dues on 01.04.2022 at EOD 01.04.2022	60	SMA-1	01.02.2022/ 02.04.2022	NA	NA
		No payment of dues of 01.02.2022 till 01.04.2022 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 01.05.2022 at EOD 01.05.2022	90	SMA 2	01.02.2022 / 02.04.2022	NA	NA
		No payment of dues of 01.02.2022 till 01.05.2022 at EOD 02.05.2022	91	NPA	NA	NA	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	Paid entire dues of 01.09.2022 & 01.10.2022	0	Account with No Overdues	NA	NA	STD from 01.10.2022

(d) The Borrower agrees and acknowledges that the manner of classification and illustrations of SMA and NPA as provided in sub-clauses (a) to (d) above in which the Bank is required to classify accounts as SMA / NPA as per the various applicable regulations and guidelines issued by RBI from time to time and:  
(i) the same is liable to change / be modified as per the requirements of the RBI guidelines in the matter issued from time to time. Any such change shall be intimated by the Bank to the Borrower from time to time and the Borrower agrees and acknowledges that such intimation shall accordingly modify the manner and illustrations provided herein without a need for further amendment to the Agreement or require specific acknowledgment of the Borrower; and  
(ii) the Bank shall have the right to classify the account of the Borrower with the Bank as SMA / NPA as per the applicable regulations / guidelines issued by RBI from time to time even though the manner of classification and the illustrations thereof are not set forth in this Agreement or the Sanction Letter(s).

36. Borrower(s) agree(s) to keep bank account (details of which the Borrower(s) has/have submitted to the Bank for setting up the Standing Instruction/NACH Mandate to recover the EMI/Installment) adequately funded at least one day prior to the repayment/EMI due date. Borrower(s) understand(s) and agree(s) that if the Borrower(s) fail(s) to fund the bank account as aforesaid and the Standing Instruction/NACH Mandate fails to be honored on the repayment/EMI due date, Bank shall be at liberty to levy applicable charges as per the Loan Agreement in addition to the other rights available to the Bank under this Loan Agreement and applicable law/regulatory guidelines.

37. I confirm that the Bank has explained and provided me the above information in my local language before collecting my personal details for the purpose of Aadhaar based authentication

38. To take possession/ control of such Property/ security, whether directly or through any receiver, recovery agent, manager attorney, or other person as may be appointed by the Bank to exercise all or any of the powers and rights vested in the Bank under the Loan Agreement and/or any other related transaction documents and/or as available to it in law, who shall be deemed to be the agent of the Bank, including for or in relation to perfection, preservation, valuation, enforcement of Security Interest, possession, sale, auction, private treaties of Security Interest, etc., It shall be lawful for the Bank or its agents to enter into or take possession under the provisions contained in any of the documents entered in relation to the Security Interests henceforth and to hold and enjoy the same and to receive the rents and profits thereof without any interruption or disturbance by the Borrower and/ or the Security Providers or persons claiming by, through, under or in trust for the Borrower and/ or the Security Providers.

39. The Borrower covenants and agrees that, so long as the Loan Obligations are outstanding, and until the full and final payment of all Loan Obligations to the satisfaction of the Bank, the Borrower shall co-operate with such auditors as may be appointed by the Bank in case the Facilities or the loan account of the Borrower is red-flagged by the Bank and/or any other lenders. The Borrower further covenants and agrees to provide the necessary information and/or documents as may be required by such auditors, and bear all the expenditure in respect of the same and agrees to indemnify and keep the Bank indemnified in this regard.

40 a. I/We understand that the insurance plan(s) from the insurance partner(s) engaged by the Bank ('such insurance partner(s)') are made available for our convenience and in case I/We opt for the same, Bank's representative can assist further in the enrolment of the chosen plan. I/We acknowledge that the Bank has clarified that purchase of the insurance cover from such insurance partner(s) is voluntary/optional and is not linked to avilment of any product(s)/service(s) from the Bank. I/We further confirm that I/we have been given the option to avail the insurance cover from such insurance partner(s) or from any other insurance providers.

40 b. ☐ Yes

I/We wish to protect my/our family from the loan liability in case of an eventuality i.e. [ ] and voluntarily would like to opt for (Type/Name of Policy)\_\_\_\_\_.

☐ No

I/We have been informed by Axis Bank about (Type/Name of Policy)\_\_\_\_\_, but I/We have decided not to opt for it and. I/We completely understand that in case of an eventuality [ ], the responsibility for EMI payment / loan repayment would remain & could fall on my /our family / firm, failing which, Axis bank would take necessary action(s) for recovery.

Signature \_\_\_\_\_

Primary applicant's name

41. Bank while extending credit facility to a borrower that it shall not induct a person whose name appears in the LWD on its board or as a person in charge and responsible for the management of the affairs of the entity and that in case, such a person is found to be on its Board, it would take expeditious and effective steps for removal of such person from its Board.

42. The Borrower hereby acknowledges and agrees that the Bank has a right to award a separate mandate to our Auditor or any independent Auditor, as the Bank may deem fit with a view to obtain a specific certificate regarding diversion /siphoning of funds by the Borrower. The Borrower agrees and undertakes to co-operate with such Auditors and provide the necessary information and/or documents as may be required by such Auditors. The Borrower also agrees and undertakes to bear all the expenditure in respect of obtaining the said Certificate and agrees to indemnify and keep the Bank indemnified in this regard.

43. The Fair Practice Code for the Lenders as published on the Axis Bank's website, shall apply to the Loan. Copy of the Fair Practice Code for lenders as available on the Bank's website. <https://www.axisbank.com/docs/default-source/default-document-library/fair-practice-code-for-lenders.pdf>

#### Terms and Conditions for Gold Backed OD linked to UPI:

- The Borrower agrees that the credit line on UPI facility ('UPI Facility') shall be available to the Borrowers in India, subject to the condition that Borrower downloads the UPI enabled Application, successfully installs it and thereafter authenticates himself/herself with the applicable credentials and sets his/her UPI PIN.
- The Borrower agrees that the UPI Facility shall be available only if the Borrower has his/her mobile phone number registered with his/her bank account for SMS/Mobile Banking and should have existing relationship with his/her bank for availing the UPI Facility.
- The UPI Facility shall be made available only to the Borrowers satisfying the eligibility criteria and shall be provided at the sole discretion of Axis Bank and may be discontinued by Axis Bank at any time, with or without prior intimation to the Borrower.
- The Borrower understands and accepts that any other condition that is a pre-requisite to access and avail benefits under the UPI Facility, including, but not limited to a mobile phone, data connection, etc. will be the sole responsibility of the Borrower.
- The Borrower irrevocably and unconditionally authorizes Axis Bank to access his/her Account and the Personal details registered while authentication of Application for availing the service including effecting Banking or other transactions of the user through the facility.
- The Borrower expressly authorizes Axis Bank to disclose to the service provider or any other third party, all Borrower information in its possession, as may be required by them to provide the services offered under the said facility to the User.
- The authority to record the User's details and transaction details is hereby expressly granted by the User to Axis Bank. All records generated by the transactions arising out of use of the facility, including the time of the transaction, beneficiary details; recorded shall be conclusive proof of the genuineness and accuracy of the transactions.



- The Borrower shall be solely responsible for fund transfer through the payment application to the correct beneficiary/ virtual address.
- The Borrower shall be responsible to comply with the applicable anti-money laundering (AML) norms governing such funds transfers as stipulated by Reserve Bank of India ("RBI") or the applicable law, from time to time.
- The Borrower shall be liable and responsible in case of any discrepancy found in the information provided by him/her for availing fund transfer service offered through the payment application.
- The Borrower shall be solely responsible for protecting the details of his/her mobile phone and UPI PIN for the use of the UPI facility.
- Borrower agrees and confirms that, for the purpose of availing the UPI Facility:
  - a Borrower has to add his/her credit line account maintained with Axis Bank to the payment service provider's application. Axis Bank holds no control over such payment service provider, or its application and the Borrower shall be solely responsible for usage of the payment application to access and avail benefits of the UPI Facility.
  - b Borrower has to select the appropriate bank details where his/her account is maintained, for the purpose of adding his/her bank account to the payment application. The account details will be fetched by Axis Bank through the application via NPCI and the issuing bank, basis the registered mobile number shared by Borrower. The account details which will be fetched by Axis Bank will be displayed to the Borrower on his/her mobile phone/device.
  - c The Borrower has to validate the bank account details by entering the 6 digit code virtual code and 4 digit the expiry code, OTP which will be sent to the Borrower on his/her registered mobile number. The same will be followed by setting up a UPI PIN for the profile in the payment application, to complete the account addition process by the Borrower. All these details will be entered by the Borrower on the NPCI library that would be fetched in the payment application from NPCI library in encrypted form.
  - d Post the successful credit line account addition in the payment application, the Borrower shall authorize any transaction by entering the UPI PIN set-up by Borrower. The Borrower understands that the UPI PIN will be set-up by the Borrower directly on the NPCI library and Axis Bank would not be able to read or copy such UPI PIN. It will be the sole responsibility of the Borrower to maintain the confidentiality of the UPI PIN set by him/her and Axis Bank shall not be responsible for the same in any manner whatsoever.
- The Borrower understands that the UPI Facility shall be limited to payment for UPI P2M (Payment to Merchants) only for Gold Backed OD Credit line on UPI. All other type of usages/spends will be restricted including but not limited to NEFT, RTGS, IMPS etc.
- The Borrower can contact or make a request to Axis Bank's branch operations team In case if a Borrower wishes to close the UPI Facility ,

Declarations: I/We, declare that

**VERNACULAR DECLARATION/ANNEXURE FROM ILLITERATE PERSON**

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

To be signed by a third party other than bank employee

Signed and Delivered by the within named Bank, Was Bank Ltd through its authorised official.

For AXIS BANK LTD.

Applicant Name: \_\_\_\_\_

**Declaration for Divyangan Customers**

The contents of this application form and all loan/overdraft documentation have been read by the Borrowers/Guarantors or have been read over and explained to the Borrowers/ Guarantors and he/she/ they having understood the contents thereof subscribed to these presents

To be signed by a third party other than bank employee

Signed and Delivered by the within named Bank , Axis Bank Ltd through its authorised official.

For AXIS BANK LTD.

Applicant Name: \_\_\_\_\_

 Authorised Signatory

 Signature of Applicant

**Acknowledgement for receipt of Application form**

Date

To, \_\_\_\_\_

Axis Bank has received your application for a gold / overdraft loan for ₹ \_\_\_\_\_

The Bank would require a processing time of approximately 1 working day from the date of receipt of the completed application. This is the subject to submission of all documents, as required by the bank.

Serial No.

For Axis Bank Ltd.  
Authorised Official

**Schedule of Charges**

Stamp Duty - At Actuals (Wherever Applicable)

Valuation Charges \_\_\_\_\_

Processing charges \_\_\_\_\_

- Part Payment -Nil

- Penal charges on overdue Amount \_\_\_\_\_ 8%

- Non-utilisation charges \_\_\_\_\_ (applicable only for overdraft facility)

**Fore Closure Charges:**

- 2% of the sanction amount plus applicable taxes, if loan is closed between 0 to 6 months from sanction date.

- Nil for greater than 6 months...

\*All of the above charges are subject to change as per Bank's discretion from time to time.

Goods & Services tax (GST) will be charged extra as per the applicable rates, on all the charges and fees (Wherever GST is applicable)

a) \*\*\*Financial Default : 8% p.a. above applicable interest rate on the overdue amount (subject to the aggregate not exceeding Rs. 1,00,000/- per instance).

b) There shall be no capitalisation of Penal Charges.

c) \*Financial Default includes all types of payment or financial defaults/irregularities with respect to your Loan Account.

 Signature of Applicant