

DECLARATIONS-CUM-TERMS and CONDITIONS:

I hereby solemnly affirm, declare, state, authorize, undertake and agree as follows:

- 1) The declarations and the terms & conditions contained herein along with those mentioned in the General Terms and Conditions published on the Bank's website (www.ujjivansfb.bank.in) ("**Website**"), the sanction letter and other loan documents (as specified in the sanction letter), including all amendments, modifications, variations and supplements made thereto from time to time ("**the T&C**") form an integral part of the contract between me and Ujjivan Small Finance Bank Limited ("**the Loan Agreement**").
- 2) By applying for, availing and/or by continued utilization of the Loan/Overdraft Facility (the term "**Loan**" and "**Overdraft Facility**" shall include any enhancement or reduction in the limit, or rollover of existing Loan/Overdraft Facility) in the sum, not exceeding in the aggregate as mentioned in the sanction letter/ as per further communication to be issued by the Bank, I agree that I, and my heirs, legal representatives, executors, administrators, and successors, will abide by and be bound by the T&C and charges and fees governing the Loan/Overdraft Facility, including all changes, modifications, variations, supplements or amendments brought therein by the Bank from time to time by publishing on the official Website and/or any branch. The publishing of the updates and revisions by the Bank on the Website and/or the branch shall be deemed to be sufficient notice of any change in the T&C and no separate notice shall be provided by the Bank.
- 3) **Bank's Discretion:** I am aware and acknowledge that sanction of Loan/Overdraft Facility is at the sole discretion of the Bank, the Bank may reject the application for Loan/Overdraft Facility without assigning any reason therefore, and the Bank is not under obligation to finance my further credit requirements.
- 4) **Valuation and Assaying:** I authorize the Bank to use, at my cost, services of and rely on the advice of any expert(s) or valuer(s) or assayer(s) to obtain a certificate with respect to the value, quality and purity of the Gold Security ("**Gold Valuation Certificate**"), and to use the valuation of Gold Security specified therein for the purpose of determining the Loan/Overdraft Facility amount as per the applicable Loan to Value ("**LTV**") specified in the sanction letter, which shall be final and binding upon me. I agree that Bank shall not be required to lend any money against the pledge of Gold Security in excess of LTV determined by it from time to time and the Bank shall be at liberty to vary the said LTV at its sole discretion in compliance with RBI guidelines. In relation to Loan/ Overdraft Facility above, the Bank is permitted to obtain Gold Valuation Certificate of the Gold Security from more than one expert or valuer or assayer from time to time as per its discretion. I agree and acknowledge that the methodology of valuation of the Gold Security and the process of determination of deductions and the applicable reference price ("**Methodology**") has been explained to me up to my satisfaction and that I have fully understood and agree with the Methodology without any reservations. The process of valuation of the Gold Security for the issuance of the Gold Valuation Certificate has been conducted in my presence, and I agree that the value determined in pursuance thereof reflects the true intrinsic value of the Gold Security and further confirm that I shall not raise any objections / dispute the deductions in the future. I am satisfied with the details mentioned in the Gold Valuation Certificate provided by the Bank and have received a copy of the same. I am aware that the updated Methodology as adopted by the Bank, from time to time, shall be available on the Website. I will borrow the Loan/Overdraft Facility once sanctioned, by complying with the applicable T&C, against pledge of the gold items whose description and value have been stipulated in the Gold Valuation Certificate ("**Gold Security**").
- 5) **Security:** I will create a first and exclusive charge on the Gold Security by way of pledge in favour of the Bank by depositing the same with the Bank in a sealed packet to be kept with the Bank during the entire tenure of the Loan/ Overdraft Facility. The Gold Security shall also be security for all other monies that may be due and payable by me to the Bank, on any account whatsoever, whether present or future, including my other liabilities to the Bank as borrower or surety or co-obligator (either jointly or severally with any other person). The Bank need not recognize any charge or lien or encumbrance, claimed by anyone, over the Gold Security. Mere acceptance of the Gold Security by the Bank does not mean that the Bank has confirmed or acknowledged its purity or source or ownership. I will not seek release of the Gold Security without payment of all dues owed by me to the Bank. I am aware that I am not entitled to seek part release of the Gold Security. I will bear and pay all the taxes, duties, charges and any other amounts whatsoever, if any, payable in connection with the Gold Security. I am aware of the risks involved in process of handling of Gold Security by the Bank and hereby agree to pledge the Gold Security after having fully understood the same.
- 6) **Credit Assessment:** I authorise the Bank to undertake detailed credit assessment, including an assessment of my capacity to repay the Loan/ Overdraft Facility as may be required by it and agree that I shall fully cooperate and submit all relevant documents/ information required by the Bank in this respect to the satisfaction of the Bank.
- 7) **Additional Security:** In case the value of Gold Security falls below the required minimum LTV ratio prescribed by Bank from time to time, without prejudice to the Bank's right to declare an Event of Default under the Loan/ Overdraft Facility and/or the right to auction the Gold Security and/or exercise any other right or remedies available with the Bank under the T&C or under law, I shall, within 30 (thirty) days of receiving a notice from the Bank, deposit with the Bank, such additional security and/or take such other actions, as may be required to provide adequate collateral for the Loan/ Overdraft Facility to the satisfaction of the Bank.
- 8) **Disbursement:** I will not raise any objections or claim discharge from any of my obligations solely because the amount of Loan/ Overdraft Facility disbursed is less than the amount applied for. The Bank need not disburse the Loan/ Overdraft Facility even if sanctioned, and/or may restrict the disbursement, unless I comply with the applicable T&C. The Loan/ Overdraft Facility may be disbursed in accordance with the disbursement schedule specified in the sanction letter by way of account credit directly into the account held by me in compliance with Section 269SS and Section 269T of the Income Tax Act, 1961, and associated rules and regulations thereunder (as applicable) at the discretion of the Bank. The Bank shall not make any disbursement of the Loan/ Overdraft Facility in cash or to any account that is not held by me.
- 9) **Utilisation of overdraft loan:** In case of an Overdraft Facility, the Bank may, at its absolute discretion, allow me to withdraw funds, from time to time, through the overdraft facility account as specified in the Sanction Letter, up to the maximum amount as specified in the sanction letter. I agree that I shall utilise the funds under the Overdraft Facility at least up to the sanctioned minimum utilisation norm specified in the sanction letter at all times during the tenure of the Overdraft Facility as prescribed in the Sanction Letter, failing which I shall be liable to pay the minimum utilisation charges specified in the sanction letter.
- 10) **Purpose:** I will utilize the Loan/ Overdraft Facility only for the purpose for which it is applied for. If the Loan/ Overdraft Facility is availed for agricultural or allied purposes, I will submit to the Bank supporting documents stipulated by the Bank to evidence that I carry on agricultural and/or allied activities. I shall not use any part of Loan/ Overdraft Facility for speculative purposes or investments, or any other purposes

restricted by RBI and/or the law. I agree to hold harmless and indemnify the Bank in the event of any loss or damage that may arise on account of diversion of funds disbursed under the Loan/ Overdraft Facility and that the Bank shall have the right to recall the entire Loan/ Overdraft Facility amount or any part of the Loan/ Overdraft Facility disbursed by it and disqualify me from availing any other credit facility from the Bank. I shall duly submit the loan utilisation certificate to certify the end use of the Loan/ Overdraft Facility in the manner and within the timeline prescribed by the Bank from time to time.

- 11) **Change of Limits/Rollover:** If I seek any enhancement or reduction in the limit, or rollover of the existing Loan/ Overdraft Facility, the dues (if any) under the existing Loan/ Overdraft Facility shall be repaid by me from/out of own funds or own sources. If the Bank agrees to grant enhancement or reduction in the limit, or rollover the existing loan/ Overdraft Facility, I shall repay/amortize the Loan/ Overdraft Facility subject to the T&C as *amended*, restated, supplemented and/or *modified* from time to time. Also, the Gold Security shall (and shall remain) as security/continuing security for the Loan/ Overdraft Facility as enhanced or reduced in limit, or rolled over.
- 12) **Cancellation:** The Bank may, at its sole discretion (without assigning any reasons), recall the Loan/ Overdraft Facility and/or cancel the Loan/ Overdraft Facility (in full or in part), at any stage after issuance of sanction letter and thereupon the said Loan/ Overdraft Facility or the part thereof as determined by the Bank, along with all interest and other monies due and payable thereon, shall immediately become due and payable by me to the Bank.
- 13) **Repayment:** (i) The Loan/ Overdraft Facility, together with interest and charges/costs shall be repaid on due date(s) as per the conditions specified in the sanction letter. In case of Overdraft Facility, the amounts due for repayment shall include such amounts as withdrawn by me under the Overdraft Facility that may be outstanding from time to time along with the accrued interest and other monies due and payable in respect thereof and shall be duly repaid by me in accordance with the repayment frequency for the Overdraft Facility specified in the sanction letter or as specified by the Bank from time to time. The entire principal amount of the Overdraft Facility shall be repaid by me to the Bank on or before the final repayment date for the Overdraft Facility mentioned in the sanction letter or earlier as demanded by the Bank at its discretion by way of one-time payment. (ii) If any due date for repayment falls on a Public Holiday (viz., Second Saturday, Fourth Saturday, Sunday or a public holiday for the purpose of Section 25 of the Negotiable Instruments Act, 1881 (26 of 1881), and days on which banks are not open for business either in the respective clearing house or in the place of business of the Bank where the Loan/ Overdraft Facility account is maintained) the repayment will be made on the succeeding Business Day (viz., a day other than Public Holiday on which the Bank and banks are open for business in the location where the Loan/ Overdraft Facility account is maintained). (iii) I authorize the Bank to give credits for payments (irrespective of the mode in which it is received) only after realization, and on the due date(s) occurring after such realization, and I will compensate the Bank for any resultant loss suffered by it (iv) in case of Overdraft Facility, I shall link the saving account held by me as specified by the Bank with the Overdraft Facility account for the repayment of the Overdraft Facility in the manner prescribed by the Bank (v) I shall make the repayment of the Loan/ Overdraft Facility and pay other charges/ fees/expenses of the Bank in relation thereto directly into the account specified by the Bank and shall not route the amounts through any other account (v) I shall comply with the Section 269 T and Section 269SS of the Income Tax Act, 1961 and rules and regulations thereunder (as applicable) with respect to modes and requirements related to repayment of Loan/ Overdraft Facility.
- 14) **Interest Rate:** I am aware and acknowledge that interest payable on the Loan/ Overdraft Facility shall be computed as per the prevalent policy of the Bank, and the actual interest rate shall be a component of either Marginal Cost of fund-based Lending Rate ("MCLR") or External Benchmark Lending Rate ("EBLR"), as decided by the Bank, plus applicable spread (viz., the spread arrived at by the Bank as per its laid down guidelines/policies, based on the risk weightage of each borrower, and the spread may not be uniform for all borrowers) and the actual interest rate is determined by adding the components of spread to MCLR or EBLR. I agree that the interest shall accrue on the Loan/ Overdraft Facility at the rests as specified by the Bank in the sanction letter.
- 15) **Monitoring:** In case of sanction of Loan/ Overdraft Facility of value in excess of the threshold prescribed by the Bank or sanction of multiple Loans/ Overdraft Facilities to me and/or sanction of any Loan/ Overdraft Facility to any party related to me, I authorise the Bank to adopt the requisite norms of internal audit, supervisory examination and transaction monitoring under the anti money laundering framework, as deemed appropriate by it with respect to the Loan/ Overdraft Facility applied herein, along with other credit facilities availed by me.
- 16) **Charges:** If I commit default or delays repayment of the dues under the Loan/ Overdraft Facility, I will pay late payment charges/penal charges and such other charges as stipulated by the Bank in the Loan details specified in the sanction letter and the Gold Loan Application Form. Non-refundable processing fees will be paid, even if I choose not to avail the Loan/ Overdraft Facility. I will also pay applicable documentation charges, stamp duty, cheque/ACH/SI return charges and all other charges mentioned in the sanction letter cum key facts statement to be provided by the Bank. I authorize the Bank to debit any of my account(s) for mitigating any shortfall in margin LTV ratio caused due to downfall in the value of the Gold Security.
- 17) **Loss of acknowledgement receipt:** If the Bank issues to me any receipt acknowledging the Gold Security, and the receipt is lost/found unfit for usage after issuance, the Bank is not under obligation to issue duplicate receipt or release the Gold Security unless I pay such charges as stipulated by the Bank apart from furnishing indemnities/other documents as required by the Bank.
- 18) **Prepayment:** I am aware that acceptance of part payment and/or pre-closure is left to the pure discretion of the Bank, and I will also be bound by additional terms and conditions stipulated by the Bank from time to time. I agree to pay the pre-closure charges as mentioned in the sanction letter or as prescribed by the Bank at the time of prepayment.
- 19) **Other dues:** All charges (as specified in the sanction letter) and expenses incurred by the Bank during the tenor of the Loan/ Overdraft Facility shall be paid / reimbursed by me.
- 20) **Renewal and Top-Up Facility:** The Bank may, at its sole and absolute discretion, renew the existing Loan/ Overdraft Facility or sanction a top up loan/ Overdraft Facility during the tenure of the Loan/ Overdraft Facility, upon the submission of a written request by me after payment of the applicable fee as the Bank may prescribe. I agree that the Bank shall consider such request made by me only if (i) the value of the Gold Security on the date of request is satisfactory in the determination of the Bank (ii) renewal or top up loan/ Overdraft Facility is within the LTV ratio permissible by the Bank and (iii) the existing Loan/ Overdraft Facility is classified as standard as per guidelines of Reserve Bank of India and Master Circular-Prudential norms on Income Recognition, Asset Classification and Provisioning pertaining to Advances. I authorise the Bank to undertake detailed credit assessment as required by it prior to sanctioning the renewal or top up loan/ Overdraft Facility (iv) in case renewal of Overdraft Facility, if it has not been renewed more than two times earlier (v) in case of renewal of bullet repayment loans, if all the interest accrued has been paid by me before the making request for renewal. I agree to adhere to the terms and conditions specified by the Bank for the renewal of Loan/ Overdraft Facility.

- 21) **Representation and Warranties:** I represent and warrant on a continuing basis that: (i) I will maintain margin/LTV ratio, that may be stipulated by the Bank, throughout the tenure of the Loan/ Overdraft Facility, and if there is any downward variance I will furnish additional security to the satisfaction of the Bank or comply with such advise issued by the Bank, (ii) I am a citizen of India, (iii) I have done all the acts and have all the authorizations to ensure performance and compliance of obligations under the Loan/ Overdraft Facility, (iv) No civil or criminal proceedings (including but not limited to insolvency proceedings) is/are concluded or initiated or pending or threatened against me or my assets, (v) Except to the extent disclosed in writing, I am not a director or relative of a director of the Bank or any other bank or senior official or relative of a senior official of the Bank nor does any director or employee or senior official of the Bank or their relative have any substantial interest in the activities carried out by me. Also, I am not a relative of a director of subsidiaries/trustees of mutual funds/venture capital funds set up by the Bank/other banks, (vi) I am not a defaulter/wilful defaulter or facing any proceedings for declaring as defaulter/wilful defaulter and if any lender initiates or threatens any action for declaring me as wilful defaulter, the Bank shall have the right to take appropriate proceedings against me, (vii) I will submit to the Bank a certification, in such form, mode and manner as stipulated by the Bank, regarding end use of the Loan/ Overdraft Facility, and the Bank shall have the right to take appropriate measures (including criminal action) against me if such certification is found to be wrong, (viii) The purpose for which the Loan/ Overdraft Facility is taken is not illegal, speculative or nefarious, (ix) I am the sole and absolute rightful owner of the Gold Security and the Gold Security proposed to be deposited has been acquired by me from genuine sources and is my bonafide property and my title to the same is not subject matter of theft or defective/challenged by any person in any manner nor any person has any claim, lien or charge against it, (x) The Gold Security is not a subject matter of any pending or threatened investigation, (xi) the Gold Security have not been offered and/or presently constitute security for any other loan/advance or credit facility availed by the me or any other person.
- 22) **Event of Default:** The occurrence of any of the following events shall constitute an event of default ("**Event of Default**"): (i) Non-payment of amounts under the Loan/ Overdraft Facility on the due date(s)/at maturity, (ii) non-renewal of ACH/SI before the due date, (iii) breach of any T&C, (iv) information/representation/declarations given to the Bank is/are found to be false, misleading or incorrect, (v) any default under any credit facility agreement entered into by me with the Bank, any bank and/or financial institution and/or other creditors, either under the loan documents or vice-versa, (vi) initiation or threatening of any proceedings for declaring me as insolvent or wilful defaulter or passing of any order against me thereunder, (vii) my death, insolvency, failure in business or commission of an act of bankruptcy, (viii) any attachment, distress, execution or other process against me or Gold Security, (ix) any event of creation or attempt to create any encumbrance or charge or lien over the Gold Security, without the prior consent of the Bank, (x) downward variation in the value of the Gold Security, (xi) discovery of/suspected fraud, suspicion regarding purity or ownership of the Gold Security, (xii) failure on my part to perform any of the obligations under the T&C (xiii) any circumstance or event occurs which in the opinion of the Bank adversely affects my capacity to repay the Loan/ Overdraft Facility or any part thereof, (xiv) detection of any systemic fraud in relation to quality or value of the Gold Security by the Bank, (xv) if it is discovered that there is any collusion between the me and appraiser conducting valuation resulting in a fraudulent and wrongful valuation of the Gold Security, or in case the Bank has a reasonable suspicion in this regard, (xvi) any attempt made by me without prior written consent of Bank to create any charge, lien, mortgage or any encumbrance over the Gold Security or (xii) existence of any circumstance which, in the opinion of the Bank, jeopardizes the Bank's interest. The Bank shall be the sole authority to decide regarding occurrence of any of the above instance and I will be bound by the opinion/decision of the Bank.
- 23) **Stressed Asset Classification:** I am aware that only the due date/repayment date (as communicated to me through the sanction letter or such other communication) shall be reckoned for the purpose of guidelines of RBI on Income Recognition, Asset Classification and Provisioning pertaining to Advances, irrespective of whether or not the Bank has granted, at its discretion, grace period (if any) for repayment of the Loan/ Overdraft Facility and the dues thereunder. I am also aware that the basis for classification of the Loan/Overdraft Facility as Special Mention Account ("SMA") categories shall be as follows (subject to the guidelines issued by RBI from time to time):

Loans other than revolving/Overdraft Facilities		Loans in the nature of revolving facilities like cash credit/Overdraft Facilities	
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	Upto 30 days		
SMA-1	More than 30 days and upto 60 days	SMA-1	More than 30 days and upto 60 days
SMA-2	More than 60 days and upto 90 days	SMA-2	More than 60 days and upto 90 days

The Overdraft Facility account shall be treated as 'out of order' if, (i) The outstanding balance in the Overdraft Facility account remains continuously in excess of the sanctioned limit/drawing power for 90 days; or (ii) The outstanding balance in the Overdraft Facility account is less than the sanctioned limit/drawing power but there are no credits continuously for 90 days, or the outstanding balance in the Overdraft Facility 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.

The basis for classification of the Loan/Overdraft Facility as Non-Performing Asset ("NPA") shall be as follows (subject to the guidelines issued by RBI from time to time): Interest and/or instalment of principal remains overdue for a period of more than 90 (Ninety) days. [Flagging of the Loan/Overdraft Facility account as overdue shall be done by the Bank as part of its day-end process for the due date/repayment date (as mentioned in the sanction letter or such other communication issued by the Bank), irrespective of the time of running such processes by the Bank. Classification of the Loan/Overdraft account as SMA as well as NPA shall be done as part of day-end process for the relevant date. SMA or NPA classification date shall be the calendar date for which the day end process is run.] In other words, the date of SMA/NPA shall reflect the asset classification status of an account at the day-end of that calendar date.

Example: If due date of a loan account is March 31, 2022, and full dues are not received before the bank runs the day-end process for this date, the date of overdue shall be March 31, 2022. If it continues to remain overdue, then this account shall get tagged as SMA-1 upon running day-end process on April 30, 2022 i.e. upon completion of 30 days of being continuously overdue. Accordingly, the date of SMA-1 classification for that account shall be April 30, 2022.

Similarly, if the account continues to remain overdue, it shall get tagged as SMA-2 upon running day-end process on May 30, 2022 and if continues to remain overdue further, it shall get classified as NPA upon running day-end process on June 29, 2022

- 24) **Consequences of Default:** Upon the occurrence of an Event of Default the Bank may, without prejudice to any other rights that the Bank may have under the applicable laws or otherwise: (a) declare, by issuing 30 (Thirty) days' notice in writing to me, that the Loan/ Overdraft Facility and all accrued interest and charges has become payable forthwith ("**Demand Notice**"), and/or (b) sell the Gold Security by private treaty or public auction (including auction in open market) or otherwise as per the guidelines of the Bank after giving to me a notice of 7 (Seven) Business Days or such other period as deemed fit by the Bank, which I accept and agree as reasonable period for the purpose of Section 176 of the

Contract Act, 1872. If the proceeds so realized are insufficient to meet the amounts of outstanding under the Loan/ Overdraft Facility, the Bank may take such actions against me and/or my assets to realize the balance amount. The Bank shall not be obligated to first exhaust the remedy of selling the Gold Security before initiating any other legal actions, and the Bank may initiate such legal actions, whether prior to, simultaneously or subsequent to other remedies. The remedies may be exercised by the Bank through its representatives, servants, officers, agents, third party/recovery agents and/or such other person as appointed by the Bank (hereinafter "the Representative") by delegating to the Representative all or any of its functions rights and powers under the T&C including the rights and authority to collect and receive on behalf of the Bank from me or my successors all dues and other amounts due from me and to perform and execute all lawful acts, deeds, matters and things connected therewith and incidental thereto including sending notices contacting me/my successors, receiving cash/cheques/drafts/mandates etc. and giving valid and effectual receipts and discharge. For the purposes aforesaid or for any other purposes, at the discretion of the Bank, the Bank shall be entitled to disclose to the Representatives all information pertaining to me and the Loan/ Overdraft Facility. Notwithstanding the above, the Bank (and/or any such third party) may contact any third parties (including my family members) and disclose all necessary or relevant information pertaining to me and the Loan/ Overdraft Facility. I am aware that I shall have the right to disagree with this right of the Bank at any time, and the Bank shall consider such requests if I serve upon the Bank, requisite request in writing in advance in this regard.

- 25) **Auction Procedure-** I agree that the Bank can exercise its right to auction the Gold Security on occurrence of an Event of Default, including the following circumstances: (i) Non-payment of dues by me; (ii) margin shortfall in value of Gold Security; (iii) Gold Security being discovered to be spurious or of low quality; and (iv) classification of any of the Borrower's loan accounts with the Bank as a non performing asset (v) any other reasons specified by the Bank in accordance with the directions / guidelines of RBI. I agree that in case the Bank is unable to locate me despite taking best efforts even after lapse of one month from the date of issuance of a public notice and/or in case of my failure to repay the Loan/ Overdraft Facility or settle dues within the period provided in Demand Notice, the Bank may conduct an auction of the Gold Security to recover its dues. I agree that the procedure to be adopted by the Bank for the conduct of the auction of Gold Security and refund of surplus derived from the funds realised through auction after satisfaction of the outstanding dues to the Bank has been explained to my satisfaction and I am aware that the detailed updated procedure, as revised by the Bank from time to time, shall be available on the Website of the Bank (www.ujjivansfb.bank.in) and the instructions to access the same have been explained to my satisfaction. I hereby authorize the Bank to publish public notice of auction containing details of default and Gold Security by issuing advertisements in newspapers and other media as deemed appropriate by it. I agree to the appointment of the auctioneer made by the Bank from amongst its empanelled auctioneers and shall not dispute the results of the auction conducted by such auctioneer.
- 26) **Recovery Expenses:** I understand and agree that the Bank shall have the right to recover all the expenses incurred by the Bank of whatever nature in relation to the recovery action taken by the Bank including but not limited to the fees and expenses of the advocate in connection with the opinions, litigations (both civil and criminal) initiated either by the Bank or against the Bank with respect to the loan/ Overdraft Facility availed by me and I hereby irrevocably and unconditionally authorizes the Bank to debit and recover the same from my loan/ Overdraft Facility account. I further agree that the Bank shall have unfettered right of set off or lien towards any dues in this regard.
- 27) **Release of security:** I am aware that the Bank shall release the Gold Security through the branch from where I avail the Loan/ Overdraft Facility, within 7 (Seven) days of payment of all dues owed by me to the Bank, upon submission of a written request for release of security by the Borrower or their nominee/heirs, and I need to collect the same at my responsibility, failing which I am bound to pay charges as stipulated by the Bank. I agree that the periodic reminders issued by Bank in this behalf through letters, email on registered email id (if applicable) and SMS on the registered mobile number shall be deemed to be sufficient communication in this respect and the Bank shall not be responsible for taking any other steps for the same. I will not hold the Bank liable for any delay attributable on my part in getting back the Gold Security and/or for any loss suffered by me or anyone claiming under me due to the Gold Security remaining lying with the Bank even after closure of the Loan/ Overdraft Facility. The Bank may hand over the Gold Security after closure of the Loan/ Overdraft Facility either to me or to my lawful successors/the nominee appointed by me in case of my death.
- 28) **Costs:** I hereby agree and acknowledge that the Bank shall at its sole discretion at the risk and cost of the Borrower to engage or avail of any services of any person/third party /agent/agency for anything required to be done for or in relation to the loan/ Overdraft Facility including but not limited to collection, recovery of dues, enforcement of security, getting any information regarding me or my assets and to do anything as the Bank may deem fit. I further agree that I shall bear all the incidental cost incurred by the Bank in relation to the loan/ Overdraft Facility.
- 29) **Lien and Set off:** In addition to any general lien and right of set off or similar rights available to the Bank under applicable law or otherwise, the Bank may at any time and without notice to me, combine or consolidate all or any of my deposit accounts, and set-off or transfer any sum or sums towards satisfaction of any of my liabilities to the Bank under the Loan/ Overdraft Facility or otherwise, actual or contingent, primary or collateral and joint or several. The Bank may also exercise lien on any Gold Security in respect of the outstanding or dues in relation to any other accounts held by me with the Bank.
- 30) **Disclosures:** I understand that I have certain rights over my personal data, in relation to collection, usage and processing. These rights relate to confirmation and access, correction and erasure, objection of disclosure, and portability of personal data, and these rights are available to me in the manner set out in the concerned guidelines of the Bank, drawn in conformity with the provisions of the relevant data privacy laws. I have gone through (or have been explained of) the relevant guidelines of the Bank, and I have understood the contents thereof. I am aware that I can get a copy from the Bank if I require. I understand that my personal data may be collected by the Bank only with my valid consent, and that it may be used or processed only in accordance with the relevant guidelines of the Bank. The Bank is hereby authorized to exchange, share, disclose or part with, any or all of the information and data pertaining to me or my account(s) (including personal sensitive data/information and/or any other information that requires a consent under applicable provisions of relevant statutes/rules, whether provided by me or otherwise, with any statutory/regulatory bodies or financial institutions or Credit Bureaus/Agencies or parent/subsidiary/affiliate/associate of the Bank or any other third parties engaged by the Bank or with whom the Bank has business relationship, as may be required/permitted by any law, rule or regulations or as required by the Bank and I will not hold the Bank or its agents/representatives/employees liable for using/sharing such information. I give specific consent to the Bank for disclosing/submitting the 'financial information' as defined in Section 3 (13) of the Insolvency and Bankruptcy Code, 2016 ('Code') read with the relevant Regulations/Rules framed under the Code, as amended and in force from time to time and as specified thereunder from time to time, in respect of the credit/financial facilities availed by me from the Bank, from time to time, to any 'Information Utility' ('IU') as defined in Section 3 (21) of the Code, in accordance with the relevant Regulations framed under the Code, and directions issued by RBI to banks from time to time and I hereby specifically agree to promptly authenticate the 'financial information' submitted by the Bank as and when requested by the concerned 'IU'.
- 31) **Assignment:** I am aware that I will not be entitled to transfer/assign my rights and/or obligations under the T&C to anyone. However, the Bank may transfer/assign its rights and/or obligations in relation to the outstanding under the Loan/ Overdraft Facility or any portion thereof, at its discretion, without notice to me, to any entity, without prejudice to the Bank's further rights to transfer/assign its rights and/or obligations, at its discretion, without notice to me, any portion or whole of the outstanding under the Loan/ Overdraft Facility ("Participation") to one or more scheduled commercial banks ("Participating Bank/s") as per RBI guidelines and the applicable law. The Participation shall not affect the rights

and obligations, inter se, me and the Bank in respect of the Loan/ Overdraft Facility, in any manner whatsoever. I will not claim any privity of contract with any such Participating Banks and I will continue to be bound by the T&C notwithstanding such assignment, and I also agree that the assignee shall acquire an interest in the Loan/ Overdraft Facility upon the assignment taking effect.

- 32) **Appropriation:** Notwithstanding anything contained herein or in any other documents or instructions given by me, the amount realized/received/recovered by the Bank towards repayment of the Loan/ Overdraft Facility may be appropriated towards the amounts due from me in the manner that the Bank deems fit, at its absolute discretion.
- 33) **Governing Law and Jurisdiction:** I expressly agree that all disputes arising out of and/or relating to the Loan/ Overdraft Facility or any other relevant document or as to the rights, duties, liabilities of the parties, shall be subject to the jurisdiction of the court/tribunal of the city/place in which the branch of the Bank where the Loan/ Overdraft Facility account is maintained and that, accordingly, any legal action, suit or proceedings may be brought in those courts/tribunals of competent jurisdiction. Provided however, that the Bank is authorised to pursue the same in any other court of competent jurisdiction at any other place and I irrevocably submit to and accept the jurisdiction of those courts/tribunals. I agree and accept that all the loan documents and the T&C shall be governed by and construed in accordance with Indian Laws.
- 34) **Notices and communication:** Any notice or request or communication will be made in the preferred language of my choice as specified in the Gold Loan Application Form ("**Preferred Language**") and will be in writing and sent to the Bank's concerned branch. The Bank may send notice/request/communication (if any) to me in the Preferred Language in any manner that the Bank may deem fit and proper (in its sole and absolute discretion) and the same shall be deemed to have been received by me: (i) if given by post, on the expiration of 2 (Two) days after the same shall have been delivered to the post office, and (ii) if delivered personally, when left at the my address (iii) if sent by SMS to registered mobile number, on the Bank receiving an electronic confirmation of delivery from service provider (iv) if sent by email on the registered email ID, at the time of sending and a certificate by an officer of the Bank who sent such notice or communication that the same was so given or made shall be final, conclusive and binding on me.
- 35) **Information Undertaking:** The information and documents submitted by me are true and correct and I have not withheld any information whatsoever that could materially affect the Bank's decision to sanction the Loan/ Overdraft Facility. If there occurs any change in the particulars furnished, I undertake to intimate the Bank in writing about such change within 2 (Two) weeks of such change along with supporting proof, and till then the Bank is authorized to recognize the information available in its domain in regard to the Loan/ Overdraft Facility.
- 36) **Loss or damage to security:** I agree that: (i) In case of loss or damage to the Gold Security due to theft/fire/natural calamity/force majeure event/an act of God/Govt. imposed restrictions/unforeseen circumstances beyond control of the Bank, then the liability of the Bank shall be limited to payment of proportionate amount of insurance claim received from the insurer, (ii) the process of making reimbursements or compensation has been explained by the Bank to my satisfaction (iii) any claim that I may have against the Bank for loss or damage to the Gold Security due to gross negligence, if any, on the part of the Bank, shall not exceed beyond the value of the Gold Security as determined by the Bank excluding the value of non-gold fastenings, precious and semi-precious stones in case of total loss of the Gold Security or shall be only to the extent of cost of repair of such damage done to the Gold Security.
- 37) **Stamp Duty and taxes:** (ii) I shall bear and pay all present and future stamp duty, registration and similar taxes or charges which may be payable in connection with the acceptance, delivery, performance or enforcement of these T&C and other loan documents, apart from indemnifying the Bank at all times against any and all loss, costs, charges, expenses and liabilities including penalties with respect to or resulting from delay or omissions to pay any stamp duty, registration and similar taxes or charges.
- 38) **DND/NDNC/NCPR Consent:** By sharing the mobile number and e-mail Id (and by informing the Bank about changes, if any, in the mobile number and/or e-mail Id) I certify, warrant, and represent that the given mobile number and the e-mail are within my exclusive usage and domain, and the same do not belong to and are not used by any other person. Further, I consent to receive communications through SMS, instant messaging and other modes of communication, including through WhatsApp platform, telephone calls (pre-recorded and/or artificial voice and/or auto-dialled and/or voice-over-IP service) from the Bank, its agents, authorised representatives, affiliates at the given mobile numbers and e-mail Ids, for promotional or informational or marketing activities. I represent that I am permitted to receive messages and calls which are meant for me as the recipient, at the respective mobile numbers and e-mail Ids. I consent for de-registering my contact number in the NDNC/NCPR and also to deactivate/de-register DND status of my contact number. I am aware that post de-registration of DND/NDNC/NCPR, I may receive a call to verify the correctness of request. I am also aware that I have the right and option to re-register for DND/NDNC any time at my discretion, after the Bank deactivating/de-registering the NDNC/NCPR status. I authorize the Bank, its agents, authorised representatives, affiliates to contact me for transactional, promotional as well as service-related calls or messages, through telephone/mobile/SMS/e-mail.
- 39) **Consent for Credit Bureau Check:** (a) To assess my financial discipline and to initiate requisite action in terms of the guidelines of RBI/the Bank, (b) to enable the Bank to consider granting further/additional loan/ Overdraft Facility to me, and (c) to reduce/enhance/rollover/modify the existing Loan/ Overdraft Facility, on such terms and conditions as the Bank may prescribe, I give specific consent to the Bank to access the database of Credit Information Companies or such other repositories any number of times. I shall not at any time raise any objection or dispute or claim against the Bank or its officials if it accesses the database of CICs or such other repositories for obtaining my/our credit information.
- 40) **Consent for Gold Verification/Testing:** I am aware and acknowledge that, in the process of assessing my eligibility for the loan/ Overdraft Facility being applied for, the Bank shall, inter alia, test/verify the Gold Security being submitted by me for ascertaining its purity and quality. I expressly give consent to the Bank to test/verify purity and quality of the Gold Security being submitted by me to the Bank separately, by adopting any one or more recognised gold testing/verification methods as deemed fit by the Bank. I also authorise the Bank to open the sealed packet, in which the Gold Security are being deposited by me, for verification/re-verification or confirmation/re-confirmation of purity and/or quality of the Gold Security, as also for any audit purpose. I shall not at any time raise any objection or dispute or claim against the Bank or its officials in regard to the testing/verification undertaken by the Bank or in respect of damage/dischour (if any) occasioned thereby.
- 41) **Consent for Surprise Verification:** I hereby give my unconditional consent to the Bank for conducting surprise verification/appraisal/audit/testing, including assay, of pledged Gold Security, whether with or without my presence, during the tenure of the Loan/ Overdraft Facility and agree to accept the results of such appraisal or valuation.
- 42) **Central KYC:** I authorize the Bank to upload the details provided hereinabove on the Central KYC Registry. I also authorise the Bank to download my KYC details from the Central KYC Registry on the basis of the KYC number submitted by me. I consent to receive information from Central KYC Registry through SMS/e-Mail on the herein mentioned mobile number/e-Mail Id.
- 43) Each and single information inputted herein is true and complete in all aspects, and I confirm correctness of each information. I shall, on the Bank's request, submit such further documents, information, matters and things as the Bank may consider necessary. I shall indemnify and keep indemnified the Bank, its affiliates, successors, assigns, officers and employees at all times, from and against all actions, demands, losses, cost

and expenses whatsoever which the Bank may at any time incur or sustain as a consequence of any negligence/mistake on my part or my non-compliance of any of the applicable rules and regulations and/or the T&C, or because of providing to the Bank any incorrect or incomplete information related to me.

- 44) **Authority For Usage of Aadhaar:** I voluntarily give my consent to the Bank and/or operators of the Bank to use my Aadhaar data/identity information/the physical copy of Aadhaar Card/physical e- Aadhaar/masked Aadhaar/Virtual ID/offline electronic Aadhaar xml as issued by Unique Identification Authority of India ("UIDAI") for doing Aadhar based e-KYC authentication/Biometric authentication/OTP authentication/Face authentication/Iris authentication with UIDAI for establishing my identity, in the manner acceptable as per UIDAI guidelines or under any Act or Law in force from time to time, for the purpose of processing instructions with the Bank or for providing me the loan/ Overdraft Facility applied for and/or for opening account in relation to the loan/ Overdraft Facility and/or electronically signing the applicable documents related to the loan/ Overdraft Facility transactions by me, subject to the provisions of the applicable Statutes/Regulations. I am aware that my Aadhaar data/identity information/the physical copy of Aadhaar Card/physical e-Aadhaar/masked Aadhaar/Virtual ID/offline electronic Aadhaar xml will be stored by the Bank only by complying with the legal, regulatory and best practice business requirements. I am aware about other modes available for establishing my identity, i.e. offline verification of Aadhaar, use of passport or any other Officially Valid Document ("OVD"). The consent and purpose of collecting the identity information have been explained to me in vernacular language known to me.
- 45) **Grievance Redressal Mechanism:** The Borrower may contact the toll-free helpline number 1800 208 2121 or send e-mail to customercare@ujjivan.com, in case of any enquiries, grievances or in case any employee of the Bank behaves inappropriately. The Borrower may also approach the Regional Nodal Officers of the Bank at the respective Regions (changes in the contact particulars shall be updated on the Website, and the Obligor is advised to visit the Website for latest contact particulars of the Regional Nodal Officers):

East	West	North	South
Regional Nodal Officer Ujjivan Small Finance Bank Ltd., 4th Floor, Rishi Tech Park, Premises No.02-0360, Plot No.DH-6/2, Action Area 1D, New Town, Kolkata - 700 156 Contact Number: +91 33 4045 2171 Ext: 171 Email: rno.east@ujjivan.com	Regional Nodal Officer Ujjivan Small Finance Bank Ltd., Almonte IT Park, SR No: 8, 7th Floor, Next to Reliance Smart, Hadapsar Mundhwa Bypass, Village Kharadi, Pune - 411 014 Contact Number: +91 20 41412121 Ext: 130 Email: rno.west@ujjivan.com	Regional Nodal Officer Ujjivan Small Finance Bank Ltd., Block-D, Plot No: 7, Vyapar Marg, GMTT Building, 2nd & 3rd Floor, Block D, Sector 3 Noida, Uttarpradesh - 201 301 Contact Number: +91 0120 6262121 Ext: 120 Email: rno.north@ujjivan.com	Regional Nodal Officer Ujjivan Small Finance Bank Ltd., BMTC Building, 80 Feet Road, 6th Block, Koramangala, Bengaluru - 560 095 Contact Number: +91 80 4071 2121 Ext: 874 Email: rno.south@ujjivan.com

I confirm that I have read, or have been read over and explained, the terms and conditions contained herein and in other loan documents applicable to the Loan/ Overdraft Facility in the Preferred Language of my choice i.e. _____ by Mr./ Ms. _____ in presence of Mr. / Ms. _____ (witness) and I completely understood, accept, acknowledge and agree to the same. I have been informed by the Bank official that I am not under obligation to accept/acknowledge/agree to/sign this document unless I understand and get convinced about the terms and conditions applicable to the Loan/ Overdraft Facility. I am affixing my signature only thereafter.

Signature

Date:
Place: