

F120C

Application-cum-Agreement for Non-Agricultural Overdraft against pledge of Gold Ornaments

A/c No.	
Jewel Overdraft A/c No	

To

The Branch Manager, Indian Bank

.....Branch

Dear Sir,

I/We Name of the applicant(s): 1)..... Date of Birth.....

CIF.No..... 2)..... Date of Birth.....

CIF No.....

{Father's / Husband's name: 1) 2)

Occupation :

Address

request you to grant me/us an overdraft of

(Rupees..... against the

following gold ornaments which are pledged.

Details of ornaments offered as security

Description	Gross Weight (in grams)	Net Weight (in grams)

I/We hereby declare that the above said ornament(s) and no other person has any claim against it/them.



Annexure-A

I / We certify that I / we have no other loan/overdraft outstanding with you (if existing give particulars)

Type of facility	Scheme	Limit	Balance outstanding

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

1. The ornaments will be kept by the Bank in the safes and normal precaution will be taken by the Bank for the safe custody. The valuables are kept at the risk of the borrower only.
2. Substitution/exchange/replacement of jewels/article will not be allowed during the currency of the loan. Redemption of jewels will be permitted only on full repayment.
3. The Borrower shall service/repay the interest as and when charged (monthly)
4. In default of repayment, the Bank will be entitled to sell the ornament(s) at the risk of the borrower(s) either by public auction or by private contract after giving due notice of the sale to the borrower(s). In case of deficit, the Bank shall have the right to recover the same from the borrower(s) personally.
5. The Bank shall have a lien on the ornament(s) pledged and will be entitled to sell ornaments(s) in respect of any other sum or sums of money which the borrower(s) may be liable to pay to the Bank either solely or jointly with other person or persons at any office of the Bank.
6. A letter sent by ordinary post addressed to the borrower(s) to the address given by him/ her/ them to the Bank shall be sufficient notice to him/her/them for all purposes.
7. The rules of the Bank for the time being and those that may be made/modified from time to time relating to the pledge of ornament/s shall be binding on the borrower(s).
8. I/We hereby authorize the Bank to charge and debit the said account with interest at the rate of *per cent per annum from this date to the date of payment in full with rests payable at monthly interval, such interest being added to the balance outstanding on the last working day of every financial/calendar..... (Mention here month/quarter/half-year/year as the case may be) and the said interest, if unpaid, will become part of the amount advanced and bear interest at the same rate.

* **RBI Policy Repo Rate** (as at the end of the previous quarter)%+ **Prime Spread**#%+ **Credit Risk Premium**^.....%+**Business Strategy Premium**.....%



9. I/We agree that the Bank is entitled to charge a higher rate of interest than the rate stated above as per Reserve Bank of India policy directives/ Bank rules then and there and agree to pay interest at such enhanced rate of interest.
10. I/We agree to pay interest for minimum period for one month irrespective of liquidation of loan before one month.
11. I/We agree that the Bank is entitled to revise the credit risk premium annually upwards or downwards based on the change in the risk profile of the Borrower as per sanction terms and conditions.
12. I/We further agree that in the event of default in payment of interest on the respective due dates or any irregularity in the account or non-complying with any of the terms and conditions contained herein, the bank is entitled to charge overdue interest on the defaulted amount at% over and above the contractual/maximum interest rates or at such rates with rests as per the Reserve Bank of India / Bank's rules in force from time to time.
13. I/We shall be deemed to have received notice of change in the rate of interest whenever the changes in the Reporate / Spread are displayed/notified at/by the branch /Bank's website/ published in newspaper/made through entry of interest charged in the pass book/statement of accounts sent to me/us. Individual notice regarding the change of interest is expressly waived by me/us.
14. I/We agree that the interest rate on the date of first disbursement, whether partial or full, shall be applicable till the next renewal / reset.
15. I/We further agree that when the RBI policy rates are revised, the Bank is entitled to change the rate of interest from the first date of the subsequent quarter or from such other date as may be approved by the Bank from time to time.
16. The Borrower further agrees to pay all expenses and charges such as service charges, pre-closure charges, incidental charges, typing and postage expenses, legal notice expenses, fees/charges towards Information Utilities for electronic storage of financial information etc. which the Bank may incur. The expenses can be debited to the said account
17. I/we 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'.

18. The borrower hereby agrees and consents to the Bank for the disclosure of all or any such

- a. information and data relating to the borrower(s)
- b. information or data relating to the borrower's obligations in any credit facility granted/to be granted by the bank and availed by the borrower(s) and
- c. default if any, committed by the borrower in discharge of their obligations as Indian Bank may consider appropriate and necessary to disclose and furnish to Credit Information Bureau(India) Ltd. and any other agency authorised by Reserve Bank of India in this behalf.

19. The borrower further agrees and consents that the

- a) Credit Information Bureau (India) Ltd. and any other agency so authorised may use, process the said information and data disclosed by the Bank in the manner as deemed fit by them and
- b) Credit Information Bureau (India) Ltd. and any other agency so authorised may furnish for consideration, the processed information and data or products thereof prepared by them to Banks /Financial Institutions and other credit grantors or registered users, as may be specified by RBI in this behalf

20) That the Borrower(s) undertake(s) and agree(s) to maintain a margin of % against the ornaments pledged in case of Overdraft account during the continuance of this security and in case of depreciation / downward fluctuations in value of the security the Borrower(s) undertake(s) to make good the shortfall by making cash payment to the Bank and in default thereof the Bank may at once or any time thereafter (without prejudice to the Bank's right of suit) sell the pledged ornaments and apply the sale proceeds towards payment of the said overdraft account and interest and monies owing on the said account and with regard to such sales also clause 21 shall apply. Though a limit of is fixed, the bank shall not be required to make advances under this agreement exceeding with interest thereon at % of the value of the securities.

21) That the Bank shall apply the net proceeds of sale of the pledged ornaments in satisfaction so far as the same shall extend to the balance due to the Bank on the said overdraft account of the Borrower(s) or so much thereof as shall remain unpaid including interest at the rates aforesaid until payment and including all costs as between attorney and client, charges and expenses actually incurred by the Bank on any account whatsoever including taxes. If the net sum realised by such sale be insufficient to cover the balance due to the Bank, the



Borrower(s) shall be liable forthwith on production to the Borrower(s) of an account to be prepared and signed as in clause 24 hereof (which shall be conclusive) to pay the balance appearing due to the Bank. Without prejudice to such obligation of the Borrower(s), the Bank shall be entitled (but shall not to be bound) to apply any other money or monies in the hands of the Bank standing to the credit of or belonging to the Borrower(s), or any money which the Borrower(s) may then or at any time thereafter be entitled to draw from the Bank under any loan, cash credit, overdraft or any other arrangement or goods the properties of the Borrower(s) stored in the Bank's premises or godown in or towards payment of the balance for the time being due to the Bank, and in the event of such money or monies being insufficient for the discharge in full of such balance, the Borrower(s) shall be liable forthwith on production to the Borrower(s) of an account to be prepared and signed as provided in clause 24 hereof (which shall be conclusive) to pay the balance appearing due to the Bank thereon provided always that nothing herein contained shall be to negative or otherwise prejudicially affect the right of the Bank which it is hereby expressly, agreed that the Bank shall have to recover from the Borrower(s) the balance for the time being remaining due from the Borrower(s) to the Bank upon the said overdraft account or (mention here the type of facility) account notwithstanding that all or any pledged ornaments may not have been realised.

22) 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 together with any other money or monies belonging to the Borrower(s) for the time being in the hands of the Bank in or under whatever accounts, as far as the same shall extend against in or towards payment for liquidation of any or all other monies which shall or may become due from the Borrower(s) whether solely or jointly with any other person or persons, firm or company to the Bank by way of loans, discounted bills, letters of credit, guarantees, charges of any other debts or liabilities including bills, notes, credits and other obligations current though not then due or payable or other demands legal or equitable which the law of set off of mutual credit would in case admit and whether the Borrower(s) shall become or be adjudicated bankrupt or insolvent or be in liquidation or otherwise with interest thereon from the date on which any and all advances in respect thereof shall have been made at the rate or respective rates at which the same shall have been so advanced.

23) That if after the settlement of all claims of the Bank against the Borrower(s) any surplus shall remain the Bank shall pay such surplus to the Borrower(s)

24) That the Borrower(s) agree(s) to accept without question in and out of court as conclusive proof of the amount realised by any such sale as aforesaid and/or any sum claimed to be due from the Borrower(s) to the Bank under this agreement and/or the costs and expenses incurred in connection therewith a statement of account made out from the papers and/or books of the Bank and signed by the principal officer or any other duly authorised officer of the Bank without production of any other voucher, document or paper.



Annexure-A

25) That this agreement is not to prejudice the rights and remedies of the Bank against the Borrower(s) irrespective and independent of this agreement in respect of any other advances made or to be made by the Bank to the Borrower(s).

26) I/We hereby certify that all the particulars given above are true. I/we undertake to repay the loan on demand by the Bank. I/we enclose herewith the valuation report given by the Appraiser certifying the purity of gold, weight, market value, etc.

Yours faithfully,

Date:

Place:

Applicant/s Signature

JL for Non priority sector:

Purpose: _____

Sanctioned a overdraft of (Rupees in words) at an interest rate of for purpose,

Date:

Signature of Branch Manager

Accepted the sanction terms and conditions as detailed above

Date:

Place:

Applicant/s Signature

For Branch Use

75% of the market value of net weight of the gold pledged	Rs.
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Eligible amount of advance :

Date of inspection:

Signature of the Officer

**** Applicable only for non individual borrowers.**

