

DECLARATION CUM TERMS AND CONDITIONS OF GOLD LOAN ("LOAN")

We hereby agree to abide by the following terms and conditions:-

1. All particulars / information given in the application form are true and complete and no material information has been suppressed / withheld. I / We acknowledge that YES BANK Limited ("the Bank") shall have no liability for any consequences arising out of any erroneous details provided by me / us. I / We authorize the Bank to carry out such credit checks and at such time as it may deem necessary. The Bank may sanction this Loan at its sole discretion.
2. I / We am / are the owner / joint-owners and am / are in possession of certain gold Jewellery / ornaments/coins ("Gold Security") over which I / We will create a first and exclusive charge 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 tenor of the Loan. I/We agree that the Bank shall be entitled to open such sealed packet during the tenor of the Loan and conduct investigation in connection with the quality of Gold Security at my/our cost at any time.
3. The valuation at the Gold Security shall be done by an independent assayer 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 supplied by the assayer. Such value shall be subject to the market price of the Gold Security from time to time. The amount of the Loan Will be conveyed to me / us by and under a sanction letter. I / We agree to abide by the terms and conditions of the sanction letter.
4. Upon maturity, I / We shall either repay the Loan along with interest, and such other dues as are payable by me / us to the Bank ("Dues") or I / We may, at any time, request a renewal / enhancement of the Loan which the Bank may grant us at its sole and absolute discretion, subject to the continuation of the pledge over the Gold Security in favour of the Bank and provision of such other security and in such form as the Bank may require and such variations in the rate at interest as the Bank may prescribe as per its policies prevailing at the time Of such renewal / enhancement.
5. At the time at renewal of the Loan whether during or after the expiry of the tenure at the Loan, I/We may request the Bank to grant the renewal to me/us on a higher/lower loan-to value ratio or any other term which the Bank may allow at its sale and absolute discretion subject to payment of a such fee as the Bank may prescribe.
6. The interest payable on the Loan shall be charged on actual/reducing basis shall be computed on the basis at a year of three hundred and sixty-five days. Subject to prevailing policy of the Bank with regard to (a) the Loan amount applied by us and sanctioned to us; and/or (b) loan -to-value, I / We may be required by the Bank to pay the interest amount either on front end basis or monthly basis. The Bank may, at its sole discretion, shall also be entitled to deduct, prior to the disbursement of any funds under the Loan, from the total amount at funds made available to me/ us under the Loan, the total amount of interest payable with respect to the Loan, including interest tax (if any). Provided that Interest payable by the borrower shall be subject to the changes in interest rates made by the Reserve Bank from time to time.
7. I / We agree that the Loan may be prepaid, in whole or in part, by me / us with the prior written consent of the Bank which written consent, 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 non-payment of any dues, I / We shall be liable to pay additional interest / default interest at such rate as may be prescribed by the Bank on the entire Loan plus the interest due on that date.
8. I / We shall pay all costs, charges and expenses, including stamp duty and legal costs on actual basis and other charges and expenses which may be incurred in preparation of any documents related and / or incidental to the Loan, as also for the enforcement or attempted enforcement at the security created. I / We authorise you to debit / credit my /our account(s) kept with Bank towards any charges / servicing the Gold Loan.
9. I / We hereby authorise Bank to carry out the RTGS/ NEFT transaction as per detail 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 further acknowledgment that Bank accepts no liability for any consequences arising out at erroneous details provided by me / us.
10. The Gold Security and any other security furnished by me /us to the Bank will be released only upon payment in full of the said dues by me / us to the Bank. In case the value at Gold Security falls lower than the required margin of the Bank as applicable from time to time, without prejudice to the right to declare an Event of Default under Clause 13 and / or to right to sell the Gold Security and/or exercise any other right or remedies available with the Bank hereunder or under law, I / We shall, within 7 (seven) days of a notice from the Bank in this regard, at the Bank's sole discretion,

deposit with the Bank, such additional security, as may be required. I/we understand that the margin applicable for the loan shall be available on the website of the bank (www.yesbank.in) and I / we agree that the margin specified there in from time to time is applicable to us.

11. I / We hereby represent(s) and warrant (s) that:
 - (a) I / We declare that I / We am/are citizen(s) of India.
 - (b) I / We confirm(s) that my /our title to the gold jewellery / ornaments deposited / to be deposited by me / us as security is not defective / challenged by any person in any manner nor is it spurious or of interior quality as it has been acquired by me / us from genuine sources, is my/our bonafide property and no other person has any claim, lien or charge against it.
 - (c) I / We confirm(s) that the value of the Gold Security as determined by the assayer and set out in the valuation report is acceptable and final and binding on me/us.
 - (d) I / We shall utilize the Loan solely for the purpose stated in the application and will not be used for any speculative or anti-social purpose
 - (e) I / We shall perform and is / are bound by all the covenants / conditions set out herein, in the sanction letter and any further conditions as may be prescribed by the Bank.
 - (f) i) a. (where the Borrower is an individual) he/she is not a director or specified near relation of a director of a banking company;
 - b. (where the Borrower is a partnership firm/) none of the partners is a director or specified near relation of a director of a banking company; and
 - c. (where the Borrower is a Corporate company) none of its directors, is a director or specified near relation of a director of a banking company.
 - ii) a. (where the Borrower is an individual), that he/she is not a specified near relation to any senior officer of the bank,
 - b. (where the Borrower is a partnership firm), none of the partners, is a specified near relation of any senior officer of the bank; and
 - c. (where the Borrower is a Corporate company), none of its directors, is a specified near relation of any senior officer of the bank.
 - iii) That each of these representations will remain correct and complied with so long as the Loan and/or any sum thereunder remain outstanding.
12. The Bank may, without assigning any reason and upon written notice mailed Or delivered to me / us cancel in full or in part the Loan and demand repayment thereof. Upon such notice the said dues shall become forthwith due and payable by me / us to the Bank.
13. The following events shall constitute events of default under this Agreement ("Events of Default"), upon the occurrence of which the said Dues shall become immediately due and payable by me / us to the Bank and further enable the Bank to enforce the Gold Security and any other security furnished hereunder and sell the same:
 - (a) Failure on my /our part to perform any at its obligations hereunder or under the sanction letter or if any circumstance or event occurs which adversely affects my / our capacity to repay the Loan or any part thereof or perform any of my /our obligations.
 - (b) If any at the representations or statements or particulars made by me / us in its application, or herein are found to be false, misleading or incorrect.
 - (c) If the Loan is not repaid on the date of maturity.
 - (d) In the event of non-servicing of interest by me / us on the due date.
 - (e) Upon detection of any systemic fraud in relation to the quality of the gold by the Bank.
 - (f) If the value at the said Gold Security falls lower than the required margin at the Bank as applicable from time to time, due to change in market price (whether actual or reasonably anticipated) or any other reason or if there is any deterioration or impairment of any security or any part thereof, which causes the security in the judgment of the Bank to become unsatisfactory in character or value.
 - (g) If it is discovered that there is any collusion between the assayer and me / us resulting in a fraudulent and erroneous valuation of the Gold Security or in case the Bank has a reasonable suspicion in this regard.
 - (h) If any attachment, distress, execution or other process against me / us or any of the security is enforced or levied upon;
 - (i) In the event of death, insolvency, failure in business, Commission of an act of bankruptcy of either of us Borrower's);
 - (j) An attempt by me / us, without prior written consent of the Bank, to create any charge, lien, mortgage or any other encumbrance over the security.
14. Upon the occurrence of an Event of Default, the Bank shall be entitled to sell the Gold Security in the open market after giving me / us a notice of 7 business days which I/We agree is a

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 that the proceeds so realized are insufficient to meet the amount of dues, the Bank may take such other and further actions as it may deem necessary to realize the balance amount from me / us. In case of more than one borrower, we agree that our liability shall be joint and several.

15. I / We agree that any notice (Including notice of sale of Gold Security) be addressed at my /our address mentioned in the application form and may be sent via (a) Register AD; (b) hand delivered; Or (c) sent via email to the email address mentioned in the application form; (d), short message service (SMS) to my /our mobile phone(s). Such service shall be deemed to have been effected in case at delivery by hand on the date on which it is delivered, in case of delivery by Registered AD, post the expiry of the 4th day of such posting and in the case of email, short message service (SMS) or fax on receiving the delivery report of the same. The time required for delivery will be included in the notice period provided in Clause 14 hereinabove and shall not be in addition to the said notice period.
16. In addition to any general lien or similar right to which the Bank as bankers may be entitled by law, the Bank may at any time and without notice to me / us combine or consolidate all or any at the my / our accounts with and liabilities to the Bank and set off or transfer any sum Or sums standing to the credit at anyone or more at such accounts in or towards satisfaction of any at the my / our liabilities to the Bank on any other account or in any other respect. Whether such liabilities be actual or contingent, primary or collateral and several or joint.
17. The Bank shall have the right to stipulate any other and further terms and conditions that it may deem fit at any time prior to or after the grant of the Loan, which shall be binding on me / us. All rights of the Bank stipulated herein shall be in addition to the rights, powers and remedies available to the Bank under law. The Bank reserves the right to retain the photographs and documents submitted with this application and will not return the same to the applicant.
18. All disputes arising out of and / or relating to this including any collateral document shall be subject to the exclusive jurisdiction of the Courts / Tribunals of the city in which the branch of the Bank granting the Loan is situated.
19. I / We understand that the sanction of this Loan is at the discretion of the Bank and upon my executing necessary security and other formalities as required by the Bank. I / We authorise the Bank to conduct Such credit checks as it considers necessary in its sole discretion and also authorise the Bank to release such or any other information in its records for the purpose of credit of appraisal / sharing or for any other purpose. I / We further authorise the Bank to make any enquiries with any other finance company / bank / registered credit bureau regarding my credit history with them and also authorise Bank to provide details of my credit history to any other bank / finance company / registered credit bureau.
20. The Bank shall have the right to make disclosure of information relating to me / us to the Credit Information Bureau of India (CIBIL) and / or any other governmental / regulatory / statutory or private agency as required under law from time to time. I / We hereby authorise give consent to the Bank to disclose, without notice to me, information furnished by me in application form(s) / related documents executed / to be executed in relation to the facilities availed from the Bank, to the Bank's other branches / Subsidiaries / affiliates / Credit bureau Rating Agencies, Service Providers, banks / financial institution governmental / regulatory authorities or third parties for KYC information verification, credit risk analysis. Or for other related purposes that the Bank may deem fit. I/We waive the privilege of privacy and privity of contract.
21. 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.
22. I / We hereby confirm that the official of the Bank have read and translated accurately the aforesaid terms and conditions in my /our vernacular language and I / We have completely understood the same.
23. I / we agree that loan amount which we are entitled to, is based on the market value of the Gold less the margin of the gold placed by us. I / we agree that the market price of Gold and Margin applied by bank is subject to change at any given point in time and the same is final and acceptable to us. I / we Agree to the methodology adopted by the bank in computing the market price and state that the same is acceptable to me/us. I/We further agree that the margin applicable is subject to change from time to time at the discretion of the bank and the same will be available on the website of the bank (www.yesbank.in). I/We declare that the official of the bank has demonstrated the method in which the details of the latest margin can be ascertained from the website of the bank and I/We have understood the same.

PARTICULARS OF AUCTION IF ANY

Registered Notice sent on _____ Notice of Sale sent on _____ Auction held on _____
 Credit to Loan a/c Rs. _____ Balance to repay/ due from pawner Rs. _____ Action taken for recovery of dues/ disposal of surplus

NOMINATION

Nomination in respect of Gold Jewellery / Ornaments / coins pledged and in the custody of Bank. I / We _____ name (s) and address(es) nominate the following person to whom in the event of my / our death the Gold Jewellery Ornaments 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 which includes Principal, Interest & other Charges as applicable. Name & address of Nominee _____

 _____ (please ensure that the nominees is not a minor).

Relationship with Borrower, if any _____ Age _____
 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 Jewellery /Ornaments/Coins 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.

Name of the Borrower (s): _____



GOLD LOAN APPLICATION FORM
FILL ALL FIELDS IN CAPITAL LETTERS ONLY

DEMAND PROMISSORY NOTE

RS...../-

ON DEMAND, I/We the undersigned, Mr./ Ms./ M/s. _____, jointly and severally promise to pay to YES BANK LTD (Bank) or order at its Office / Branch at _____ or wherever else demanded, the sum of Rs. _____ (Rupees _____ only) together with interest thereon from the date hereof, at _____ % per annum or such other rate the Bank may fix from time to time, payable with monthly / quarterly rests, for value received.

(In case of Individual)

Affix
Revenue
Stamp of
Re. 1

Affix
Revenue
Stamp of
Re. 1

Signature across the stamp

Signature across the stamp

Name of the Borrower

Name of Co-Borrower(s)

In case of Company

For Borrower

The Common Seal of Limited has been affixed hereto pursuant to the resolution of its Board of Directors passed at its meeting held on _____ in the presence of Mr./Ms. _____ and Mr./Ms. _____ and counter signed by Mr./Ms. _____, authorized signatory.

For Co-Borrower

The Common Seal of Limited has been affixed hereto pursuant to the resolution of its Board of Directors passed at its meeting held on _____ in the presence of Mr./Ms. _____ and Mr./Ms. _____ and counter signed by Mr./Ms. _____, authorized signatory.

In case of Partnership Firm

For _____ (Borrower)

For _____ (Co-Borrower)

1.

1.

2.

2.

3.

3.

(Partners)

(Partners)

(In case of Sole Proprietorship Firm)

For _____ (Borrower(s))

For _____ (Co-Borrower(s))

Affix
Revenue
Stamp of
Re. 1

Affix
Revenue
Stamp of
Re. 1

Name of Proprietor

Name of Proprietor

Place:

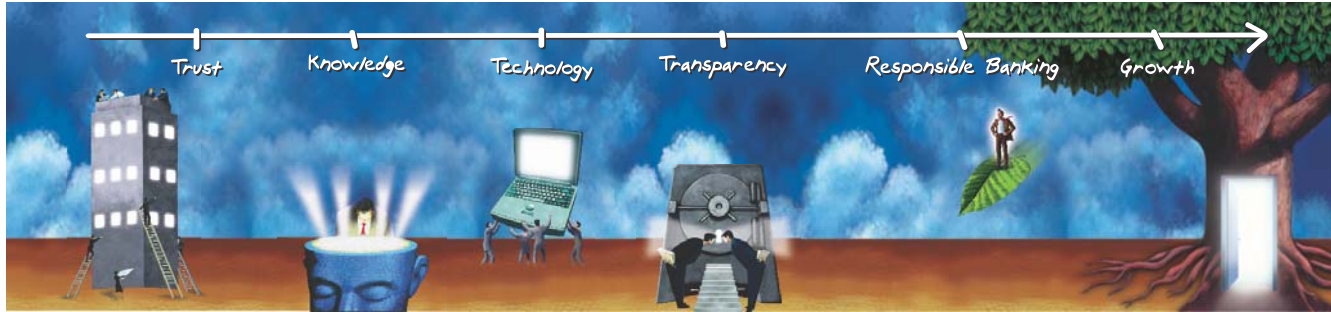
Place:

Dated:

Dated:

From

..... (Name) (Age)



We are YES BANK. India's Emerging Bank.

YES BANK is built on a foundation of trust, strengthened by knowledge, backed by cutting-edge technology, governed by transparency and committed to responsible banking. The result is an unstinted commitment to growing your wealth.

The YES BANK branch network spreads across over 430 branches in all major cities of India and offers a comprehensive range of banking products and financial services.

For a complete list of branches, please visit www.yesbank.in/yes/branch

YES TOUCH

24 x 7 Banking Services



YESTOUCH PhoneBanking Number:

1800 2000 (Toll Free for Mobile & Landlines in India) +91 22 30993600 (When calling from Outside India)
Toll Free number from **USA / Canada:** 1877 659 8044 **UK:** 808 178 5133 **UAE:** 8000 3570 3089



SMS "Help" space <CUST ID>
to +91 92233 90909



Log on to our website
www.yesbank.in



Email us at
yes touch@yesbank.in

Registered Office: Nehru Centre, 9th Floor, Discovery of India, Dr. A. B. Road, Worli, Mumbai - 400 018, India. Fax: +91 (0124) 2560060
Corporate Office: YES BANK Tower, IFC 2, 27th Floor, Elphinstone (W), Senapati Bapat Marg, Mumbai - 400 013, India. Fax: +91 (0124) 33479872
Northern Regional Corporate Office: 48, Nyaya Marg, Chanakyapuri, New Delhi 110 021, India. Tel: +91(11) 6656 9000 Fax: +91(11) 4168 0144.
Website: www.yesbank.in

ACKNOWLEDGMENT

Serial No.:

Received application form for Loan against Gold from

Ms/Mr./Mrs/ for ₹ Dated:

Application received by: For YES BANK Ltd.

Dear Customer(s),

We thank you for opting for a Gold Loan from YES BANK Pvt Ltd., For your better understanding about our banks offer, we request you to please go through the following conditions governing the loan:

- ▶ Application processing and loan disbursement: The applicant would be advised of the Banks decision on his application, within 5 working days from the receipt of the complete information at the Bank
- ▶ The loan processing fees would be _____ % of the loan amount approved by the bank, This will be non refundable
- ▶ Interest rate type applied for : Floating Fixed
- ▶ Indicative rate of interest : _____ % PA
- ▶ Total Cost for the loan is interest rate + Processing Fees
- ▶ Overdue interest : _____ % per month (Compounded monthly)
- ▶ Cheque bounce charges : ₹ _____ per instrument per instance.
- ▶ Late Renewal Charges : ₹ _____
- ▶ Gold Valuation Charges : ₹ _____
- ▶ Gold Deposit Charges : ₹ _____
- ▶ Monthly Interest Bounce Charges : ₹ _____
- ▶ Forclosure Charges : ₹ _____
- ▶ Margin: Minimum _____ % of assessed value of Gold security
- ▶ Margin: As applicable from time to time*

*Please note that the above rates, charges etc are subject to change at the sole discretion of YES Bank Ltd, please refer our website www.yesbank.in for further details.