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In person Verification Carried Out by

Employee Name _____
 Employee Code _____ Employee Designation _____
 Employee Organisation & Code _____ Employee Branch _____
 Place _____
 Date

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 / Upfront interest/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

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).
- 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."

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's 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 facility whether during or after the expiry of the tenure of 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 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 1B 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/our 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) The said Penal Charges will be subject to GST as per applicable law on Goods and Service Tax in India, and GST will be charged separately.
 - d) *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 thereof 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 be 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/instalment 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 of sale 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 /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) costs, charges and expenses that the Bank may expend to service, enforce and maintain the security and therefore recover the Loan, interest and all sums due and payable by the Borrower to the Bank under this Agreement.
4. 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).
37. 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 falls 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.
38. 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
39. 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>

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 contents 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 Divyangyan 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: _____



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..

*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) The said Penal Charges will be subject to GST as per applicable law on Goods and Service Tax in India, and GST will be charged separately.

d) *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's 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 pointed 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 facility whether during or after the expiry of the tenure of 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 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 1B 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/our 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) The said Penal Charges will be subject to GST as per applicable law on Goods and Service Tax in India, and GST will be charged separately.
 - d) *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 thereof 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 be 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 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) costs, charges and expenses that the Bank may expend to service, enforce and maintain the security and therefore recover the Loan, interest and all sums due and payable by the Borrower to the Bank under this Agreement.
- 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

To be handed over to the customer

		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).
37. 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.
38. 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
39. 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>

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: _____

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.



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...

**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) The said Penal Charges will be subject to GST as per applicable law on Goods and Service Tax in India, and GST will be charged separately.
- d) *Financial Default includes all types of payment or financial defaults/irregularities with respect to your Loan Account.