I. DEFINITIONS

1. “Assets” shall mean the gold or gold ornaments, of not less than 18 carats, as described in the inventory cum appraiser certificate, offered or caused to be offered as security by the Borrower (ICICI Bank Limited, (“ICICI Bank”), and includes references to Additional Security.

2. “Borrower” shall mean the applicant to whom the Facility has been granted by ICICI Bank and shall include his / her legal heirs, legal representatives, executors, administrators and permitted assigns.

3. “Borrower’s Dues” means and includes the outstanding principal amount of the Facility, interest, all fees, costs, charges, expenses, stamp duty and all other monies whatsoever, payable by the Borrower.

4. “Due Date” means the date on which any amounts in respect of the Borrower’s Dues fall due, as may be specified in the Transaction Documents or as specified in any demand notice issued by ICICI Bank at any time, whichever is later.

5. “Facility” means the amount of loan provided or agreed to be provided by ICICI Bank to the Borrower, not exceeding in the aggregate, the amount specified in the sanction letter.

6. “Transaction Documents” include the application form, sanction letter, MITC, standard terms, and all writings and further documents executed or entered into, or to be executed or entered into, by the Borrower or any other person(s) as the case may be, in connection, or pertaining, to the Facility and each such Transaction Document as amended from time to time.

II. FACILITY, DISBURSEMENT AND MARGIN

1. The amount sanctioned to the Borrower shall be subject to the value of the Assets as Security and the margin requirements specified by ICICI Bank, from time to time. Subject to the terms and conditions of the Transaction Documents, the Facility may be disbursed/ permitted to be drawn down by any of the following methods viz. bank draft drawn thereby in favour of the Borrower’s current account or cash account or by transfer or by cheque/bank draft drawn in favour of ICICI Bank or on a scheduled bank and shall be so paid as to enable ICICI Bank to realise, at par, the amount on or before the relative Due Date.

2. ICICI Bank shall be entitled to vary the drawing power of the Borrower if the value of the Assets does not meet the stipulated margin requirements and may, in the event any monies remain due and payable by the Borrower, reduce the availability of the drawing power and/or adjust such outstanding monies against the available drawing power and all such adjustments shall be treated as draws by the Borrower.

3. The Facility shall, as the request of the Borrower, be disbursed by ICICI Bank to the Borrower or to such other person(s) as may be designated by the Borrower. Provided however, if any made by ICICI Bank to the aforesaid designated person(s) shall not affect the obligations of the Borrower in relation to the Facility. The Facility amount shall be disbursed to the Borrower net of any administration etc payable by the Borrower.

4. ICICI Bank shall be entitled, to the possession, use or control of the Assets. The Assets shall be held in the custody of ICICI Bank, shall be calculated on the daily debit balance in such Account. Interest and all other charges shall accrue from day to day and shall be computed on the basis of 365 days a year and the actual number of days elapsed.

5. All Borrower’s Dues shall, if not paid on the respective Due Dates, carry further interest (“Default Interest”), as specified in the Transaction Documents, over and above the applicable rate of interest. Such interest shall be computed from the respective Due Dates till payment thereof and shall become payable upon the footing of compound interest with monthly rests or such other rests as may be prescribed by ICICI Bank. The Borrower agrees that the rate of interest as applicable on any overdue amount is reasonable.

6. The Borrower may, with the prior approval of ICICI Bank, prepay the Borrower’s Dues, in full or in part, subject to such terms as may be stipulated by ICICI Bank (including payment of pre-payment charges).

7. The Borrower shall bear and pay all expenses, costs, charges, duties and taxes (of whatever description) including such expenses as interest tax, sales tax, Value added tax (VAT) as may be levied from time to time by the Government or other authority or incurred by ICICI Bank in connection with the Facility, the Assets, the Transaction Documents, recovery and realization of the Borrower’s Dues or any action taken for enforcement of the Security. If any such payment is made by ICICI Bank, the Borrower shall reimburse ICICI Bank such sums with applicable interest without any deductions (unless required by law), within 7 days of ICICI Bank making such demand; failure to do so will attract Default Interest.

8. ICICI Bank may, in its absolute discretion, appropriate any payments made by the Borrower under the Facility or any amounts realised by ICICI Bank by enforcement of security, towards the dues payable by the Borrower to ICICI Bank under the Transaction Documents and/or any other agreements whatsoever between the Borrower and ICICI Bank. Notwithstanding any such appropriation, the Borrower shall continue to remain liable to ICICI Bank for all outstanding/remaining amounts comprising the Borrower’s Dues.

9. The Borrower’s Dues shall be paid into the Account or to such other accounts as ICICI Bank may notify to the Borrower or by cash or mail transfer or by cheque/bank draft drawn in favour of ICICI Bank or on a scheduled bank and shall be so paid as to enable ICICI Bank to realise, at par, the amount on or before the relative Due Date.

IV. SECURITY

1. The Borrower shall secure, to the satisfaction of ICICI Bank, the Facility together with all interest, liquidated damages, costs, charges, expenses and any monies whatsoever due and payable by the Borrower to ICICI Bank, creating Title on the Assets as acceptable to ICICI Bank, in favour of ICICI Bank or its trustees (hereinafter referred to as “the Security”) and shall duly comply with all formalities in relation to creation of Security.

2. The Security, if any, so created shall continue and be in full force and effect, until payment in full of the Borrower’s Dues, interest and all other charges. The Borrower shall not create any encumbrance over the Security without the written consent of ICICI Bank. In the event of the Security being affected or discharged by the death, insolvency, legal disability, incapacity of the Borrower or invalidity, frustration or other unenforceability of any obligations of the Borrower under the Transaction Documents, the Security shall not affect the obligations of the Borrower in terms of the Facility or any Transaction Documents. If at anytime the value of the Security falls so as to create deficiency in the margin requirement specified by ICICI Bank or the Assets are taken into custody by any government authority including the police department, the Borrower shall immediately, on intimation from ICICI Bank, deposit with ICICI Bank additional security in the form of cash or such other security as may be acceptable to ICICI Bank (“Additional Security”), failing which ICICI Bank may in its discretion realize or dispose of or in any other way realize in respect of any loss or damage in the value realized thereby and also without prejudice to ICICI Bank’s right to proceed against the Borrower for any balance/ additional amounts that may be outstanding in respect of the Facility.

3. ICICI Bank shall not be responsible for: (a) any loss, damage or depreciation in the value of the Assets while in possession of ICICI Bank; (b) protection of the Borrower’s rights against third parties claiming any right in or to the Assets; (c) informing the Borrower of any of the above, whether or not ICICI Bank has or is deemed to have knowledge of such matters.

4. In any event, the maximum liability, if any, of ICICI Bank in relation to the Assets shall be: (a) In the case of total loss of the Assets, not exceeding the value of the Assets determined by ICICI Bank and calculated in accordance with the value of non-gold fastenings, precious and semi-precious stones; (b) In other cases shall be only the extent of cost of repair of the Assets.

V. REPRESENTATIONS, WARRANTIES AND COVENANTS

1. The Borrower has competence and authority to enter into the Transaction Documents and has made all material disclosures in relation to itself and the Assets to ICICI Bank.

2. The Borrower shall comply with all applicable laws and the terms and conditions of the Transaction Documents and agrees that all transactions affected through internet, call centers or by such other electronic means shall constitute legally binding and valid transactions.

3. The Borrower shall be the sole and absolute owner of the Assets and have full legal right and authority to create a security over the Assets. The Borrower shall not create any encumbrance over the Assets during the term of the Facility and no other person or entity shall be entitled, to the possession, use or control of the Assets. The Assets shall not have been stolen or obtained by any unlawful or illegal means.

4. ICICI Bank has the right to open the seal in which the Assets will be kept, in the absence of the Borrower, for the purpose of second appraisal /audit, in the presence of its authorised officials and appraisers and the Borrower has no objection to the same and shall not raise any claim against ICICI Bank. The Borrower shall indemnify ICICI Bank and its respective officers, agents, employees and representatives from and against all actions, proceedings, suits, costs, charges, expenses, losses, damages, claims and demands which may be brought or made against or incurred by ICICI Bank or any of its respective officers, agents, employees and representatives: (a) as a
result of any third party claim against ICICI Bank for any action taken by ICICI Bank in relation to the Assets; (b) in the event the Assets are found to be spurious or of inferior quality.

5. Each of the representations, warranties, covenants, declarations set out herein are true, correct, valid and subsisting in every respect and satisfy any condition or any combination of the foregoing would constitute an event of default which, if not cured within the period of notice the Borrower agrees is reasonable), at the Borrower.

VI. EVENTS OF DEFAULT

1. The following shall constitute an “Event of Default”: (a) Default in payment of Borrower's Dues or breach of any provisions under the Transaction Documents or any fraud, misrepresentation, concealment of material facts; (b) Death of the Borrower; (c) The Borrower's title to the Assets or any part thereof is being disputed, challenged by any person, in any manner and/or the Assets or any part thereof is found to be spurious or of inferior quality; (d) Borrower has been declared to be a willful defaulter or has become or is reasonably apprehensive that it would become insolvent/bankruptcy proceedings/any other proceedings affecting the Assets; (e) it is or becomes unlawful for the Borrower or any other person signing Transaction Documents to perform any of the obligations hereunder or the Borrower is unable to pay the debts as and when they become due; (f) Occurrence of an event of default howsoever described or any event which with the giving of notice, lapse of time, determination of materiality or fulfilment of any other condition or any combination of the foregoing would constitute an event of default) under any agreement or document with ICICI Bank or its group companies or occurrence of one or more events, conditions or circumstances (including any change in law) which in the sole opinion of ICICI Bank, could have a material adverse effect.

2. The Borrower shall promptly notify ICICI Bank in writing upon becoming aware of any Event of default and the steps, if any, being taken to remedy the same. The decision of ICICI Bank as to whether an Event of Default has occurred shall be final and binding upon the Borrower.

VII. RIGHTS AND REMEDIES OF ICICI BANK

1. Upon the occurrence of any Event Of Default, ICICI Bank may, by a notice in writing to the Borrower without prejudice to the other provisions and remedies available to it under the Transaction Documents or under law: (a) call upon the Borrower to pay forthwith the Borrower's Dues and/or (b) declare the Security, if any, created pursuant to the terms of the Transaction Documents to be enforceable and take all such steps as are deemed necessary to enforce the Security and recover the Borrower's Dues. (c) terminate/suspend/cancel the Facility and effect closure of the Account. ICICI Bank may appoint and delegate necessary powers to one or more persons to collect the Borrower's Dues and/or to enforce any security (if any) provided by the Borrower at the cost and expense of the Borrower and the Borrower shall provide all information as may be required by such persons.

2. Without prejudice to the other provisions and remedies above, ICICI Bank may, subject to 15 (fifteen) days prior notice to the Borrower (which period of notice the Borrower agrees is reasonable), at the Borrower's cost, sell or otherwise dispose of all or any part of the Assets and apply the proceeds Towards repayment of the Amount/Facility. ICICI Bank shall be entitled to exercise the aforesaid power of sale in such manner (whether by private sale or otherwise), at such time(s), to such person (including ICICI Bank or its employees) and for such consideration (whether payable immediately or by instalments) as it shall in its absolute discretion think fit. ICICI Bank is authorized to give a good discharge for any money received by it pursuant to the exercise of its power of sale.

3. The Borrower agrees that the price at which the Assets are sold shall be a fair price and that the Borrower shall not have any claim against ICICI or its trustees, agents, nominees in respect of any loss arising out of any sale conducted pursuant to provisions stated above or any payment received by ICICI Bank, which is not, however caused whether or not the price could or might have been obtained upon the sale or disposition of the whole or any part of the Assets by deferring or advancing the date of such sale or otherwise.

4. Payment received from Assets or received on account of part payment of the Facility, does not affect right of ICICI Bank to receive full repayment of the amounts due and payable under the Facility.

5. ICICI Bank and its group companies shall have the paramount right of set-off and lien, irrespective of any other lien or charge, present as well as future on all the debentures, securities, bonds, debentures, debentures, promissory notes, negotiable instruments and other documents in the control of ICICI Bank and/or its group companies to the extent of all outstanding dues, whatsoever, arising out of facilities/ services by ICICI Bank and/or its group companies to the Borrower.

6. The Transaction Documents shall be governed by the laws of India and (a) call upon the Borrower to pay forthwith the Borrower's Dues; (b) in the event the Assets are found to be spurious or of inferior quality.

IX. MISCELLANEOUS

1. The Borrower's liability to pay the Borrower's Dues to ICICI Bank, shall not, in any manner, be affected, or discharged by the death, insolvency, legal incapacity or otherwise of the Borrower.

2. No delay in exercising any right, power or remedy accruing to ICICI Bank upon any default or otherwise under the Transaction Documents shall impair any such right, power or remedy or shall be construed to be a waiver thereof or any acquiescence in such default.

3. The entries made in the account books or records of ICICI Bank, maintained in accordance with its usual practice and in compliance with the statutory requirements, or any statement signed by a designated officer of ICICI Bank in relation to the Facility shall be final and binding on the Borrower and shall be conclusive evidence of the outstanding obligations of the Borrower towards ICICI Bank.

4. ICICI Bank may give notice of any matter under any Transaction Document and/or in connection therewith, in writing, by delivering them by hand or by sending them by post to the last address given by the Borrower or by way of email on the address recorded with ICICI Bank (deemed to be written communication) or on its website or any other manner as may be fit by ICICI Bank. In addition, ICICI Bank may also publish notice of general nature, which is applicable to all borrowers of similar credit facility on its website. Such notice will be deemed to have been served individually to the Borrower and all relevant persons and its acknowledgment to that jurisdiction.

5. ICICI Bank shall be entitled to give a good discharge for any money received by it pursuant to the exercise of its power of sale.

6. The transaction document, numbered as in the aforesaid default in the aforesaid statements, in the aforesaid facilities/ services by ICICI Bank shall be deemed to have accorded his consent to that jurisdiction.

7. ICICI Bank has the right to disclose all or any information and data relating to the Borrower, the Facility, the security, the Transaction Documents and default, if any, committed by the Borrower in discharge of his obligations, to the Credit Information Bureau (India) Limited ("CIBIL") and any other agency authorised in this regard by the RBI. CIBIL or any other agency so authorised may use and/or process the aforesaid information and data so disclosed in any manner as they deem fit.

8. ICICI Bank has the absolute discretion to amend or supplement the Transaction Documents, including making changes based on guidelines/directives issued by the RBI, from time to time and will encourage to give prior notice of such amendments or changes on the same on the website (www.icicibank.com), as the case may be, wherever feasible and such amended terms and conditions will thereafter be binding on the Borrower.

9. Upon receipt from ICICI Bank of statements giving details of: (i) the aggregate outstanding amount in respect of the Facility or the aggregate debt balance (total indebtedness) in the Account; (ii) the further applicable accrued interest (iii) security created for securing the Facility; the Borrower agrees is reasonable), at the Borrower's cost, sell or otherwise dispose of all or any part of the Assets and apply the proceeds Towards repayment of the Amount/Facility. ICICI Bank shall be entitled to exercise the aforesaid power of sale in such manner (whether by private sale or otherwise), at such time(s), to such person (including ICICI Bank or its employees) and for such consideration (whether payable immediately or by instalments) as it shall in its absolute discretion think fit. ICICI Bank is authorized to give a good discharge for any money received by it pursuant to the exercise of its power of sale.

10. Upon receipt from ICICI Bank of statements giving details of: (i) the aggregate outstanding amount in respect of the Facility or the aggregate debt balance (total indebtedness) in the Account; (ii) the further applicable accrued interest (iii) security created for securing the Facility; the Borrower agrees is reasonable), at the Borrower's cost, sell or otherwise dispose of all or any part of the Assets and apply the proceeds Towards repayment of the Amount/Facility. ICICI Bank shall be entitled to exercise the aforesaid power of sale in such manner (whether by private sale or otherwise), at such time(s), to such person (including ICICI Bank or its employees) and for such consideration (whether payable immediately or by instalments) as it shall in its absolute discretion think fit. ICICI Bank is authorized to give a good discharge for any money received by it pursuant to the exercise of its power of sale.

11. The Borrower agrees that the price at which the Assets are sold shall be a fair price and that the Borrower shall not have any claim against ICICI or its trustees, agents, nominees in respect of any loss arising out of any sale conducted pursuant to provisions stated above or any payment received by ICICI Bank, which is not, however caused whether or not the price could or might have been obtained upon the sale or disposition of the whole or any part of the Assets by deferring or advancing the date of such sale or otherwise.