

Demand Promissory Note ()

Rs. /-		Date:
ON DEMAND, I	Promise to pay UNIMONI. a company registered under the provision of Companies Act 1956, or order at its Office/Branch	
the sum of Rupees	together with interest from the date hereof at the rate % per annum with monthly/quarterly/annual	
rests, compounded in the event of default for the value received.		
Name and Signature :		<div style="border: 1px solid black; padding: 2px; width: fit-content; margin-left: auto;">Revenue Stamp Rs.1/-</div>
		Signature Across the Stamp

Terms & Conditions

1. The Loan will carry a fixed rate of Interest in the Demand Promissory Note executed by the borrower in this regard by appearing above and incidental charges including appraiser fees as fixed by the Company and intimated to the borrower from time to time. For this purpose 365 days constitute a year. The maximum loan tenure is 12 months.
2. The purpose of availing this loan is non Agriculture. Company shall value the ornaments in terms of 22 Karat purity. Where the purity of ornaments is less than 22 Karats, the same will be converted in terms of 22 Karats for calculating the rate per gram and the loan amount (LTV) in any case shall not exceed 75% of the pledged gold value. The decision of the Company with regard to the Loan amount, weight of the gold and rate per gram is as per RBI guidelines and shall be final. Depending on the scheme selected by the borrower, the loan period will be 3 to 36 months from the date of disbursement. In addition to the scheme specific terms, the general terms shall also be binding on the borrower.
3. In case the Company comes across any information of the borrower by which Company suspect that there is a chance of non repayment of interest or loan amount dues by the borrower, Company has the right to recall the loan with all dues or accelerate the repayment at any time during the loan period, by issuing reasonable notice. If the borrower fails to remit the dues within therein provided days, the ornaments will be sold by auction.
4. The Borrower may avail additional loans/top-ups via online facility, by raising request to the service branch. A link will be provided to the registered mobile number of the Borrower using which Borrower can login to Borrowers loan account and avail top-up, subject to the maximum eligible amount and within the loan tenure.
5. A new receipt will be generated for total outstanding loan amount (ie, sum of the existing dues and the top-up amount) and Borrowers shall repay as per the terms of the new receipt. Upon paying all outstanding, borrower shall visit the branch and release the ornaments immediately.
6. Original Gold Loan Receipt issued at the time of pledge/disbursement should be surrendered compulsorily at the branch while closing the loan without which ornaments will not be released. If this original receipt is lost, borrower should immediately report to the Company in writing. Only the borrower or his authorized representative can redeem the ornaments provided they surrender the original loan receipt to the branch and the entire dues are fully cleared.
7. Company issue only system generated receipts for all payments and receipts and no manual receipts are issued for any kind of payments or receipts. In the case of payments accepted outside the branch, payment confirmation SMS shall be send to the registered mobile number of the Borrower instantly.
8. Company reserves the right to amend any existing terms and conditions including charges or interest rate and/or introduce any new charges/fees to the loan account of the borrower (applicable prospectively). This will be prior intimated to the Borrower (in the language understood by him) via SMS or Email to such mobile no. or email id, as provided to the Company by the Borrower at the time of availing the loan. Such intimations shall be considered as delivered, acknowledged and accepted, unless disputed within 7 days of its delivery. Any change in the Phone number/ email id/address provided should be informed to the Company in writing by the borrower, failing which Company will not be responsible for any non-delivery of such intimations.
9. The rate of Interest is arrived at through UNIMONI Interest rate model which takes into account relevant factors such as cost of funds, transaction costs risk premium and expected minimum return on equity. We take a comprehensive approach to the gradation of risk that does not discriminate between classes of borrowers, but rather tailors the interest rate to each loan.
10. In case the Borrower fails to repay the loan along with interest and other charges within the stipulated loan period, he/she authorizes the Company to proceed against the ornaments. Company will send registered notice to the borrower requesting to clear the dues before the auction, followed by paper publication in newspaper. The proceedings will be conducted by the authorized personnels of the Company. In case of any shortfall, after auction, the borrower hereby agrees to pay the shortfall amount to the Company failing which Company shall have the right to resort to legal proceedings against the borrower to recover such shortfall. Borrower shall bear the cost of notice charges @ Rs.50/- per registered notice.
11. The Company shall intimate the auction after giving borrower a time of 7 days to meet the margin, which the borrower agrees as reasonable time. The auction will be announced to the Public by way of the issue of the advertisement in at least two newspapers of which at least one newspaper shall be of a vernacular language and another shall be a national daily newspaper.
12. So long as there exists any Loan Balance due from the Borrower to the company, the Company requires the borrower to maintain or cause to maintain with the company at all times a margin of 25% to the loan amount. The computation of the value of the collateral shall be based on the Market Price of the relevant collateral. The borrower agrees that the company shall prescribe the date and time by which the margin/collateral are to be made available and the company may refuse to accept any payments in any form after such deadline for margin/ Collateral expires.
13. Notwithstanding anything contained in para no 8, if the margin falls below 20%, the company reserves the right to sell the ornaments either by the public action or private arrangement at any point of time in the immediate future, even before the expiry of term. The company shall initiate the auction after giving borrower a time of 7 days to meet the margin, which the borrower agrees as reasonable time.
14. The jewellery pledged is the absolute property of the borrower, no other person is having any right, interest or claim over the same and the borrower has the absolute right to pledge them. In the event of any defect in the title to the jewellery, the borrower shall indemnify the company of all harm, cost and consequences.
15. The company reserves the right to transfer, pledge, sell or assign all its right over your loan along with the gold ornaments(pledged security) to any individual /Company/Banks/Financial Institution for the purpose of availing any advances/loans and Borrower is aware of the same and hereby consents, without any objection.
16. The Borrower hereby authorizes the Company to pledge the price risk by entering into option contracts on the underlying gold ornaments which is offered as security for this loan and agrees to pay the respective proportionate premium in respect of the option contact.
17. All the pledged ornaments are insured by the company. However, if due to certain quality or make of the ornaments, there is any loss, company shall not be responsible. However, company takes all liability if the same happens due to the negligence of company or its employees.
18. The Company shall have the right to recall the loan at any time before expiry of the period for which the loan is sanctioned including if in opinion of the company the loan has been availed through misrepresentation of facts. It so demanded the borrower has to clear the entire loan together with interest and redeem the pledged gold.
19. The Borrower further agrees that it shall be bound by all the conditions including the loan details and in the event of a default and/or breach of the terms and conditions; UNIMONI shall have the right of redressal from Court of law or any other appropriate forum.
20. The Borrower shall bear, pay and reimburse all changes to administration charges, interest tax, service tax duties (including stamp duty), GST and taxes (of any description as may be levied from time to time by the Government or any other authority) and all other costs and expense whatsoever in connection with (a) application for the grant and repayment of loan (b) recovery and realization of the Loan together with interest (c) enforcement of security (d) clearance of arrears of all taxes and any other charges and levies of the Government in respect of Security and insuring of the Security.
21. Compound Interest will be charged on principal outstanding on all overdue accounts. The company reserves the right to change or amend the penal interest rate anytime at its sole discretion.
22. The Borrower authorizes the company to disclose and furnish all/any information and/or data relating to any credit facility /loans availed of/or be availed to the affiliates of the Company, Credit Bureau, Credit Rating Agencies, Banks, Financial Institutions, Non Banking Financial Institutions, Data Bank or any Governmental or Regulatory Authorities/Bodies /Departments for the purpose of complying with legal and/or regulatory requirements.
23. The address for all communication shall be the one furnished in the application form. Any change in address needs to intimate in writing and under acknowledgement from the Company.
24. The Company may communicate with the Borrowers in any one or more of the following terms including but not limited to by sending through post/courier/registered A.D /Email / telecommunication /SMS. The Borrower undertakes and agrees that once the company has made such communication, it shall be deemed to be complete as having been received by the borrower and the borrower agrees never to challenge the same on any grounds including delayed receipt, non-receipt on account of change in address/number or any reasons whatsoever.
25. The Borrower confirms that the funds received through this loan will not be used for purchase of gold in any form including primary gold, gold bullion, gold jewellery, gold coins, units of gold exchange traded funds (ETF) and units of gold mutual funds.
26. The Borrower has no objection to receiving SMS/Call for interest payment reminders and/or about any other products of the Company.
27. Borrower is aware that the Company has availed financial assistance from banks/FIs for lending. As may be expressly authorized by the Company, the borrower here by agrees to pay the amounts due directly to such banks/FIs on receipt of a notice to that effect from such bank/FIs and such payment shall constitute a due discharge of the borrower's payment obligations to the Company.
28. By sanctioning the loan, the Company does not confirm or accept that the pledged ornaments are of 22 Karat purity. The Company shall be free to independently apprise the purity of the ornaments by appropriate methods and if at any point of time the Company finds that the pledged ornaments are of low purity or spurious in nature, the borrower is bound by such findings of the Company and liable to repay the loan and interest immediately and to make good the loss to the Company, if any, failing which the Company has the right to initiate appropriate legal proceedings to recover such loss.
29. The Borrower represents and confirms that he/she has been read out and explained in the Language known to him/her the content of the loan document and all other documents incident to availing the loan.
30. The Borrower confirms to have received a copy of the mentioned loan terms and conditions.
31. I hereby agree that UNIMONI is authorized to revise the terms and conditions of this loan documents as it deems fit and the same shall be intimated to me accordingly by UNIMONI.
32. The borrower will be charged a foreclosure charge of 0.25% of the principal outstanding amount in case the borrower forecloses his loan .
33. Borrower hereby consents to the Company for disclosing any information or data related to the loan facility availed by him to the Credit Information Bureau (India) Ltd and/or any other agency authorised in this behalf by RBI or other statutory bodies. The borrower is aware that such agencies may use or share such information in the manner as deemed fit by them.
34. Any disputes arising out of this loan shall be referred to a sole arbitrator appointed by the Company as per the provisions of The Arbitration and Conciliation Act, 1996. The place of arbitration shall be at Ernakulam. This transaction shall be subject to the exclusive jurisdiction of courts at Ernakulam.
35. **Penal Interest/charges will be levied at 14.01% per annum for principal tenure completed cases as per selected scheme.**
36. **Penal Interest/charges 4.01% per annum will be applicable for all default customers on daily basis after due date as per selected scheme.**
37. **GST @ 18% is applicable on loan processing fee and all other charges.**
38. I have fully read and understood and acknowledge the terms & conditions of the loan, copy of which has been provided to me. I declare that the above jewellery is my own. The stones fixed in the ornaments. If any are not having any market value. I agree to repay the loan with interest thereon within the said terms. All the above terms & conditions are explained to me and accepted by me.
39. The fair Practice Code applicable for the loan is available in the Company's website: www.unimoni.in.

Place :

Customer Signature :

Date :