

GOLD LOAN POLICY



IFL GOLD LOAN

A unit of IFL HOUSING FINANCE LIMITED

{REGISTERED WITH NATIONAL HOUSING BANK (NHB)}

1. **PURPOSE**

The purpose of this document is to define the Gold Loan Policy for the Company for processing the Loan against collateral of Gold Jewellery. This is living document and supposed to be updated on a regular basis.

The loan can be extended to anyone who is having short term fund requirements like working capital for establishment/ expansion of business activity or meeting personal liquidity requirements or domestic needs including medical expenses etc. Loans shall not be used for any speculative or illegal or unlawful purposes violating the laws of the Country.

2. **INTRODUCTION**

To provide loans to customers against gold jewellery as collateral security to be termed as “Gold Loan” hereinafter. The loan is given as a demand loan.

Gold Loan not to include advance against bullion/ primary gold/ gold coins and shall not grand loan for purchase of gold, gold bullion, jewellery, coins, units of exchange traded funds (ETF) and gold mutual funds.

3. **TENURE OF THE LOAN**

All Gold Loans can be sanctioned for a maximum tenor of 12 months unless otherwise specified under a particular scheme duly approved by the Managing Director of the Company.

4. **ELIGIBLE CUSTOMER**

Any individual who is the lawful owner of the Gold Jewellery offered as security as per the declaration of ownership submitted by him and fulfilling the KYC norms of the company in compliance with the RBI guidelines.

Ownership of the Gold will be determined by the company as under:-

- a. Before disbursement of the loan, branch executives should enquire with the customers about the ownership of the jewellery being pledged for loan and the loan should be granted only after they are convinced about the genuineness of the borrower and his capacity to own that much quantity of gold. In addition to the above, customers are also required to sign a Declaration of ownership of jewellery offered as security for the loan
- b. Where the gold jewellery pledged by a borrower at any one time or cumulatively on loan outstanding is more than 20 grams, IFL shall keep a record of the verification of the ownership of the jewellery. The ownership verification need not necessarily be through original receipts for the jewellery pledged but a suitable document shall be prepared to explain how the ownership of the jewellery has been determined, particularly in each and every case where the gold jewellery pledged by a borrower at any one time or cumulatively on loan outstanding is more than 20 grams. Thus, the declaration should also contain an explanation specifically as to how the ownership was vested with the customer (For eg. Inherited, received as gift, purchased etc)

5. QUANTUM OF FINANCE

Quantum of finance will be decided on the basis of net weight of gold of 22 carat ornaments tendered as security, its purity and subject to RBI guidelines regarding loan to value. Minimum amount per pledge: ₹ 1000 (Rupees One Thousand only)

Quantum and purity of gold that can be pledged and deductions to be considered:

- The minimum net weight of gold jewellery that can be considered for pledge is 2 grams.
- The ornaments shall be of minimum 18 carat purity.
- The weight of pearl, coral or any other stone or foreign material other than gold contained or forming part of the ornament irrespective of its value shall be deducted from the gross weight of the ornaments to arrive at the net weight for calculating the eligibility for the loan.

6. LOAN TO VALUE

The ceiling rate for granting the loan will conform to the guidelines issued by RBI from time to time as also the rate per gram under each scheme shall be updated in the CBS and advised to Branches periodically.

As on the date of approval of this Gold Policy, Master Direction of RBI requires to maintain a Loan-to-Value (LTV) Ratio not exceeding 75 per cent for loans granted against the collateral of gold jewellery.

Provided that the value of gold jewellery for the purpose of determining the maximum permissible loan amount shall be the intrinsic value of the gold content as explained in the Valuation and no other cost elements shall be added thereto.

Change in rate of interest and schemes will be intimated to branches periodically from Corporate Office.

7. VALUATION

The gold jewellery accepted as collateral shall be valued by the following method:

- (i) The gold jewellery accepted as collateral shall be valued by taking into account the preceding 30 days' average of the closing price of 22 carat gold as per the rate as quoted by the Bombay Bullion Association Ltd. (BBA) or the historical spot gold price data publicly disseminated by a commodity exchange regulated by the Forward Markets Commission.
- (ii) If the purity of the gold is less than 22 carats, shall translate the collateral into 22 carat and state the exact grams of the collateral. In other words, jewellery of lower purity of gold shall be valued proportionately.
- (iii) Shall give a certificate to the borrower on their letterhead, of having assayed the gold and state the purity (in terms of carats) and the weight of the gold pledged.
- (iv) The certified purity shall be applied both for determining the maximum permissible loan and the reserve price for auction.

8. **INTEREST AND CHARGES**

The Board, or a committee empowered by the Board shall review the interest rates and other charges periodically and make necessary revisions as per the business requirements. Any revision in interest shall only be with prospective effect.

Interest and other charges to be levied on the loan shall be as per the schemes formulated and amended from time to time. The interest rates shall be decided based on gradation of risk, the underlying principle being higher the risk higher the interest, within the ceiling rate decided by the Company.

The interest shall be calculated for the actual number of days the loan remains outstanding, including the date of loan disbursement and the date of closure. A rebate in interest rate may be provided for encouraging timely repayment of interest or closure of the loan on or before the specified tenor as per the scheme.

A grace period up to 5 days on due date may be allowed in payment of dues at the discretion of the Company.

For the purpose of calculation of interest, a year will be reckoned as 360 days and a month as 30 days. Interest is calculated on 30 days compounding basis.

➤ **PENAL INTEREST**

In the event of failure on the part of the borrower to close the loan along with interest and other charges on the due date or within the grace period permitted, penal interest as decided by the Company from time to time and intimated to the borrower shall be charged over and above the regular interest prospectively.

➤ **OTHER CHARGES**

In addition to interest, the Company may levy other charges as below. The rate at which such charges are to be levied shall be decided by the Board or a Committee empowered by the Board for fixing interest rates and other charges.

- a) Security Charges
- b) Processing charges
- c) Service Charges
- d) Documentation Charges
- e) Notice Charges
- f) Charges for lost tokens
- g) SMS Charges
- h) Auction expenses
- i) Cheque re-issue charges
- j) Any other charges as decided by the Board

9. DOCUMENTATION

- Loan Application
- Demand Promissory Note and take delivery letter
- Terms and Conditions Letter, which also includes declarations and undertakings by the borrower and acknowledged by him and any other documents that may be specified by the Company.
- Consent to obtain Aadhaar details for authentication with UIDAI for “eKYC” purpose.
- Any one or more of the Documents specified by the company in compliance with RBI Circulars as address/ ID proof for completing the KYC of the customer.

10. KNOW YOUR CUSTOMER (KYC) NORMS

PARTICULARS	DOCUMENTS
Identity Proof and Address Proof:	<p>Officially Valid Document (OVD): Driving Licence, Proof of Possession of Aadhar Card, the voter's Identity Card issued by the Election Commission of India, Job Card issued by NREGA duly signed by an officer of the State Government and letter issued by the National Population Register containing details of name and address. AND Permanent Account Number or the equivalent e-document thereof or Form No. 60 as defined in Income Tax Rules, 1962.</p>
NOTE:	<p>Where the OVD furnished by the customer does not have updated address, the following documents or the equivalent e-documents thereof shall be deemed to be OVDs for the limited purpose of proof of address:-</p> <ol style="list-style-type: none"> utility bill which is not more than two months old of any service provider (electricity, telephone, post-paid mobile phone, piped gas, water bill); property or Municipal tax receipt; pension or family pension payment orders (PPOs) issued to retired employees by Government Departments or Public Sector Undertakings, if they contain the address; letter of allotment of accommodation from employer issued by State Government or Central Government Departments, statutory or regulatory bodies, public sector undertakings, scheduled commercial banks, financial institutions, and listed companies and leave and license agreements with such employers allotting official accommodation; <p>The customer shall submit OVD with a current address within a period of three months of submitting the documents specified for the limited purpose as above. In case if the customer wants to provide a current address, different from the address as per the identity information available in the Central Identities Data Repository, customer may give a self-declaration to the effect.</p>

Note:

- PAN Card is to be mandatorily taken for all the transactions above Rs. 2 Lakhs.
- Standardized documents to be taken in all the branches.
- 2 address proof is required for loans above 5 lacs.

11. JEWELLERY HANDLING

- a) Gross weight of the jewellery to be taken and appraised for assessing the purity. Purity Check shall be conducted as per the various methods prescribed by the Company to make sure that the jewellery offered for pledge is of an acceptable level of purity.
- b) Net weight of the jewellery to be arrived at after deducting the weight of stones embedded in the ornament. Appraiser to sign the appraisal form as proof of having done the appraisal.
- a) Jewellery to be packed securely along with the weight slip and kept in the strong room/ safe.
- c) Separate packets to be prepared for each loan.

12. ISSUANCE OF CERTIFICATE OF PURITY

A certificate of purity of the gold jewellery pledged as security for the loan will be incorporated in the Sanction Letter/pawn ticket given to the borrower for the limited purpose of determining the maximum permissible loan and arriving at the reserve price for auction.

13. SAFETY MEASURES

Utmost care is to be taken to ensure the safety of the ornaments pledged by the customer. With this in view the following arrangements shall be in place in all the Branches.

- b) Strong rooms or FBR safes.
- c) Armed guard(s)/ watchman at vulnerable Branches as decided by the Company.
- d) Burglar alarms, Closed Circuit Cameras and such other devices as deemed necessary shall be installed in vulnerable Branches.
- e) Insurance cover against burglary/ fire/ natural calamities or such other risks the Company may decide to insure against.
- f) The adequacy of the safety measures put in place as also the insurance cover shall be reviewed on an ongoing basis.

Note:-

- a. No new branch/es shall be opened without suitable arrangements for security and for storage of gold jewellery, including safe deposit vault.
- b. Shall obtain prior approval of the RBI to open branches exceeding 1000.

13. ITEMS NOT TO BE CONSIDERED FOR ACCEPTING AS SECURITY FOR THE LOAN

- c. Melted bar/ Primary Gold
- d. Jewellery of a temple/ church or any religious institutions.
- e. Items having stone percentage of 50% and above from its gross weight.
- f. Items which are used by traditional villagers fitted in clothes or similar things.
- g. Item specified by the Company in the negative list updated from time to time.
- h. Items where the borrower is unable to give a proof or declaration of ownership.
- i. Items which are not permitted to be taken as security by RBI

14. RELEASE OF JEWELLERY

- a) Jewellery shall be released to the same customer on receipt of full dues including the principal, interest, penal interest and other charges, if any.
- b) Release, whether partial or in full can be done only after verification of signature, original KYC documents & customer copy of the original pawn ticket (Token).
- c) If the pawn ticket/token is lost then indemnity on stamp paper of required value to be obtained before release of jewellery.
- d) In case the customer is deceased, the ornament will be delivered to the legal heirs as per the procedure stipulated by the Company for settlement of Deceased Loan accounts.

15. FRAUD PREVENTION

- a) All kinds of fraudulent activities or attempt to defraud, whether it is by the employees or outsiders, must be brought to the knowledge of the Management as soon as it is detected for proper action as per company guidelines.
- b) Attempt by any suspicious customer trying to pledge stolen/ spurious jewellery should immediately be reported to the CEO/COO/Chief Vigilance Officer/Internal Auditor/Any other officer deputed by the management and to the local police.
- c) Inspection: All Branches will be periodically inspected and audited by internal audit staff at intervals specified by the Company. The audit Department will, at random, verify the quantity and purity of gold ornaments accepted by Branches for pledge. They will also audit various accounting procedures followed at Branches and ensure that the circular instructions issued by the Company from time to time are strictly being adhered to.

16. AUCTION

- a) If the loan account is not closed on completion of tenure and even after sending reminders through SMS, notices/ registered notices at frequencies stipulated by the Company, the ornaments will be auctioned after giving a minimum of 14 days' prior notice by way of an auction notice sent by an authorized auctioneer.
- b) The auction will be announced to the public through advertisements published in at least 2 newspapers, one in vernacular language and another in a national daily newspaper.
- c) IFL Housing Finance, its Group Companies and its other related entities will not be allowed to take part as a bidder in auction to ensure that there is an arms-length relationship in all transactions during an auction process. The borrower, if he chooses, can participate in the auction process complying with the conditions stipulated by the Company/ auctioneer.

The proceeds of auction, net of auction related expenses and incidental charges shall be appropriated towards the loan outstanding. The Company may decide to recover the shortfall, if any, after such appropriation by various steps including legal action. Excess, if any, shall be refunded to the customer. GST as applicable will be recovered.

- d) Auction Procedure: Procedure as outlined in the auction policy approved by the Board to be followed.

17. STAFF TRAINING

All the employees, as soon as they are inducted into the Company, shall be trained on the methods of assessing the purity of the ornaments. A refresher programme will be conducted to keep them updated.

18. NO MISLEADING ADVERTISEMENT

The company will not issue misleading advertisements like claiming the availability of loans in a matter of 2-3 minutes.

19. DISCLOSURES

- a. The company shall disclose in the balance sheet the percentage of such loans against collateral of gold jewellery to total assets.
- b. The Loan Agreement shall disclose details regarding auction procedure.
- c. The Company must disclose in their annual reports the details of the auctions conducted during the financial year including the number of loan accounts, outstanding amounts, value fetched and whether any of its sister concerns participated in the auction.

Gold Loan Policy is being approved and adopted by the Board of Directors in their meeting held on December 14, 2020.