

COMMOAN LOAN APPLICATION FORM

LOS 1	LOS 2	LOS 3
LOS 4	LOS 5	LOS 6



Application Date :

D

D

M

M

Y

Y

SRN001

SELECT PRODUCT

☐ Personal Loan ☐ Loan Against Property ☐ Asset Finance ☐ Gold Loan ☐ Sales Finance ☐ Two-Wheeler

PERSONAL DETAILS APPLICANT CO-APPLICANT

Occupation	Salaried	Business	Self employed professional	Retired	Entity/Firm	Other			
If self employed professional	Doctor	CA / CS	Consultant	Architect	Lawyer	Other			
If Business:	Type of company	Proprietor	Partnership	Pvt. Ltd.	Public Ltd.	Ltd. liability co.	Other		
	Nature of business	Manufacturer	Agriculturist	Service Provider	Trade/Distributor	Retailers	Other		
If Salaried:	Type of company	Pvt Ltd.	Partnership	Proprietorship	Public Ltd	PSU	Govt.	MNC	Other
	Designation								

GSTIN available : ☐ Yes ☐ No GSTIN No. Effective date :

D

D

M

M

Y

Y

Y

Y

Please tell us about yourself : New customer ☐ Existing customer ☐ Loan No. Relationship with Applicant

Applicant Name

Father's Name

Spouse Name

Mother's Name

Date of Birth

D

D

M

M

Y

Y

Y

Y

 Gender : Male ☐ Female ☐ Are you : Married ☐ Single ☐ No. of dependents :

Education : U G ☐ Graduate ☐ P G & above ☐ Others ☐ Mobile

Religion SC ☐ ST ☐ OBC ☐ Others ☐ PAN

Driving License No. Exp. Date :

D

D

M

M

Y

Y

Y

Y

Passport No. Exp. Date :

D

D

M

M

Y

Y

Y

Y

Voter ID No. CKYC No.

Email

UPI ID / VPA

ADDRESS DETAILS

Present Residence (Tick ☒ one) Owned ☐ Parents ☐ Co. Provided ☐ Rented ☐ Monthly Rent (Rs.)

Present Address (Residence)

Landmark City

State Pincode

STD Tel. Years at current : Residence City

Business / Employer's Name

Address

City

State Pin

STD Phone Ext.

Total years in Service / Business No. of years in current job / Business Preferred mailing address - Residence ☐ Office ☐

Official Email ID

Please tick (☒) in case the permanent address is same as residence address ☐

Permanent Residence (Tick ☒ one) Owned ☐ Parents ☐ Rented ☐ Monthly Rent (Rs.)

Permanent Address (Residence)

Landmark City

State Pincode

Permanent Tel. No. : STD Tel.

For Non Individuals only		If Business: Type of company - Proprietor <input type="checkbox"/> Partnership <input type="checkbox"/> Pvt. Ltd. <input type="checkbox"/> Public Ltd. <input type="checkbox"/> Ltd. Liability Co. <input type="checkbox"/> Other <input type="checkbox"/>									
Nature of business		Manufacturer <input type="checkbox"/> Agriculturist <input type="checkbox"/> Service Provider <input type="checkbox"/> Trade/Distributor <input type="checkbox"/> Retailers <input type="checkbox"/> Other <input type="checkbox"/>									
Year of Incorporation		CIN no.									
Official Email ID											

INCOME DETAILS

Please tell us about your income Annual Salary / Business Income Rs.

Other Annual Income Rs. Rental ☐ Agricultural ☐ Others ☐

1. Bank details - Name of the Bank

Branch Customer ID

Account Number Type of Account : Savings ☐ Current ☐ CC/OD ☐

Year opened

2. Bank details - Name of the Bank

Branch Customer ID

Account Number Type of Account : Savings ☐ Current ☐ CC/OD ☐

Year opened

ASSETS OWNED : Car ☐ Shares ☐ Mutual Fund ☐ Agri land ☐ Property ☐

REFERENCE DETAILS

(Name and address of references living in the same city. One reference, mandatorily, to be a relative, not residing with the applicant)

(1) Name

Relationship with applicant

Residential Address

City State

Pin STD Phone Mobile

(2) Name

Relationship with applicant

Residential Address

City State

Pin STD Phone Mobile

PERSONAL LOAN

Requested Loan Details

Loan Amount Rs. Tenure : Months

End Use : Marriage ☐ Asset Acquisition ☐ Debt Consolidation ☐ Renovation ☐ Medical Emergency ☐ Others ☐

EXISTING LOAN DETAILS

Sr.No.	Name of Institution	Since MM / YY	Loan Type	Loan Amount (Rs.)	Tenure of Loan (in months)	Status Closed / Current / Overdue
1						
2						
3						

Details of pending litigation, if any, filed by other financiers / bank Yes ☐ No ☐ If yes, give details

COMPANY DETAILS

Employer Name:

Type of Company: Pvt Ltd ☐ Partnership ☐ Proprietorship ☐ Public ☐ PSU ☐ Govt. ☐ MNC ☐ Others ☐

Designation : Industry:

LOAN AGAINST PROPERTY

REQUESTED LOAN DETAILS

Loan Amount Rs. Tenure : Months

End Use : Business ☐ Education ☐ Marriage ☐ Asset Acquisition ☐ Debt Consolidation ☐ Others ☐ _____

COLLATERAL OFFERED

Property ☐ Vehicle ☐ Shares & Securities ☐ Insurance ☐ Others ☐ _____ (Pl.Specify) None ☐

[illegible][illegible]

Type of Property : Residential ☐ Commercial ☐ Classification of Property : Flat ☐ Row House ☐ Bungalow ☐ Shop ☐ Office ☐

[illegible][illegible][illegible]

Shares & Securities : Shares Mutual Fund Units Govt. Bonds Others

Current Market Value :Rs.

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Insurance : Insurance Name _____ Scheme _____

Surrender Value : Rs.

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ASSET FINANCE

ASSETS OWNED

Car ☐ Commercial Vehicle ☐ Tractor ☐ Agri Land (Area _____) ☐ Others, ☐ please specify _____

Property owner Name_____Details_____ (Specify area)_____Relationship with applicant _____

Address _____

DETAILS OF VEHICLE / EQUIPMENT REQUIREMENT

Loan towards – Commercial Vehicle ☐ Construction Equipment ☐ Car ☐ Tractor ☐ Others ☐

[illegible]

TWO WHEELER

TWO WHEELER OWNED

MAKE	MODEL	PURCHASE CASH / FINANCE	FINANCE TAKEN FROM	LOAN COMPLETION YES / NO	INTERESTED IN EXCHANGE YES / NO	EXPECTED PRICE OF OLD VEHICLE

REQUESTED LOAN DETAILS

[illegible]

SALES FINANCE

REQUESTED LOAN DETAIL

[illegible]

Sl. No.	Product Type & Nos.	Manufacturer	Model	Loan Amount	Tenure	Advance EMI's	DO No.
1							
2							
3							
4							
5							
6							

DECLARATION

- I declare, warrant, represent, acknowledge and confirm that:
- I/we have applied for a loan against gold ornaments with HDB Financial Services Limited and would like to hereby declare and confirm that, My/Our title to the gold jewellery /Ornaments deposited / to be deposited by me/us as security is not Defective /Challenged by person in any manner. I/We also confirm that the gold jewellery /ornaments is not spurious or of inferior quality as it has been acquired (purchased/gifted to/ inherited) by me/us from genuine sources and is my/Our bonafide property and no other person has any claim ,lien or charge against it. I/we also confirm that this undertaking is issued from my/Our end to avail loan against the security (here in gold jewellery / Ornaments) as I/We could not provide the necessary documents in support of my / Our security (here in gold jewellery / Ornaments) and authorise company to execute the actions as may be appropriate as mentioned in the terms & conditions of the sanction letter.
 - With reference to the aforementioned gold loan availed by undersigned from your branch, I hereby authorize HDB Financial Services Limited (represented by its Branch Manager / authorized officer) to dispose of gold items pledged by undersigned through Loan account no. _____ as per the applicable Policy norms of HDB Financial Services Limited. Further it is confirmed and stated that undersigned do not have objection with respect to disposal of gold items given as security for the aforementioned Gold loan and the proceeds of the sale to be adjusted against the current outstanding of the said Gold loan. Further it is requested to handover the excess amount received (after adjusting all outstanding against above mentioned gold loan amount) in undersigned's favour as per applicable Policy norms of HDB Financial Services Limited.
 - I contest / do not consent to receive information/services etc. for marketing purpose through telephone/mobile/SMS/emails by the HDB/its agent. I confirm that I have read and understood the declaration, and all the details provided on the form are true and correct. I agree and acknowledge that only direct telephone numbers (not board /general telephone numbers of offices / corporates / employers) will be accepted for registration of "Do Not Call". I am aware that the post registration, I may receive a call from the HDB to verify the corrections of the request for registration. I authorize HDB Financial Services Ltd to disclose, from time to time any information relating to my loan against Gold Jewellery relationship to any parent, subsidiary, affiliate and associate of HDB Financial Services Ltd, and to third parties engaged by HDB Financial Services Ltd, for purpose such as marketing of services.
 - I have fully read and understood and acknowledge the loan terms and condition, copy of which has been provided to me.
 - All the particulars and information and details given /filled in this application form are accurate ,complete and up to date in all respect and I have not withheld any information whatsoever. All annexure and addendum to this application form if and whenever executed by me are deemed to be an integral part of this application form.
 - I hereby consent to receiving information from Central CKYC registry through SMS/EMAIL on the above registered number/email address.
 - I / We understand the Risk Gradation and Interest Rate on a Loan that I have applied for will be based on Loan amount, tenure, down payment, Security / Collateral offered for the Loan, risk parameters, market conditions, cost of funds, loan history with HDB, credit score provided by credit information company, my/ our age, income and any other information as may be required for the purpose of credit evaluation.
 - I / We am/ are aware the normally applicable Indicative interest rate on loans and other charges are available on the website www.hdbfs.com
 - I/we declare that I/we am/are we are citizen of India and all the particulars and information given in this application form are true, correct and complete and no material information has been withheld or suppressed.
 - I/We shall advise HDB Financial Services Limited (hereinafter referred to as "HDBFS") in writing of any change in my/our residential or employment / business address.
 - I/We confirm that the funds shall be used for the stated purpose and will not be used for speculative or anti-social purpose.
 - I/We authorize HDBFS to conduct such credit checks as it considers necessary in its sole discretion, to make any enquiries with other finance companies/registered credit bureau/other institutions regarding my application and to release such or any other information in its records for the purpose of credit appraisal/sharing for any other purpose. HDBFS reserves the right to retain the photographs and documents submitted with this application and will not return the same to the applicant.
 - I/We understand that the sanction of this loan is at the sole discretion of HDBFS and upon my/our executing necessary security (ies) and other formalities as required by HDBFS. I/We further agree that my/our loan shall be governed by the rules of HDBFS which may be in force from time to time.
 - Payment: No cash/bearer cheque has been collected from me/us upfront towards processing of the loan application. All payments made to HDBFS shall be in the name of "HDB Financial Services Limited" only. I/We will not be entitled to avail of any benefits/discounts/free gifts or any other benefit, which is not documented in the loan agreement.
 - I/We confirm that I/We have no insolvency proceedings against me/us nor have I/We ever been adjudicated insolvent.
 - I/We confirm that I/We am/are not related to any of the Directors/Senior Officers of HDBFS.

I / we hereby consent and voluntarily submit my / our Aadhaar number / information / Aadhar card copy to HDB Financial Services Ltd (HDB) to use my / our Aadhaar Number / information /Aadhar card copy and fetch data from UIDAI for verification. HDB shall use my / our Aadhaar Number to update all my / our Loan account/(s) with HDB, for KYC purpose and / or for any other purpose and / or as may be required by law.

I / We consent ☐ / do not ☐ consent to receive information / service etc for Marketing purpose through Telephone / Mobile / SMS / Whatsapp / Email by HDBFS/ its agents.

I / We confirm that I / we have read and understood the above Declaration, and that the details provided on the form are correct.

DOCUMENTS

The list is not exhaustive only indicative	Salaried	Self Employed
Address Proof	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Identity Proof	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Last 3 months bank statement	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Last 3 months Salary Slip	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Business Proof	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Aadhaar Card	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
PAN card	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>

INDUSTRY CODES

1. Engineering products

2. Doctor

3. Account Consulting

4. Agriculture

5. IT & Software

6. Media & Entertainment

7. Automobiles

8. Banking

9. Hotel & Hospitality

10. Education

11. Architect

12. Pharma & Medicine

13. Cloth & Textiles

14. Insurance Civil Contractor

15. Real Estate & Builder

16. Freight & Logistics

17. Contractor / Franchisee

18. Advertising & Promotion

19. Chemicals

20. Jewelry & Ornaments

21. Iron & Steel

22. Others : _____
(please specify)

EMPLOYMENT CATEGORY

1. Agriculture & Allied Activity

2. Manufacturing

3. Service

4. Weaker Sections

5. Others

Signature of the Borrower

a. Micro Enterprises (Investment < Rs.25 lakhs)

b. Small Enterprises (Investment Rs.25 lakhs – 5 Crores)

c. Medium Enterprises (Investment Rs.5 – 10 Crores)

a. Micro Enterprises (Investment < Rs.10 lakhs)

b. Small Enterprises (Investment Rs.10 lakhs – 2 Crores)

c. Medium Enterprises (Investment Rs.2 – 5 Crores)

COMPANY USE ONLY :

SO Code :

SM Code :

RM Code :

DSE Name : _____

Branch : _____

DSA Code :

Dealer Code :

Distance from Branch: kms

DSE PAN : _____

PSL : Yes ☐ No ☐

Category of Customer :

CV - FTU ☐ STO ☐ SFO ☐ MFO ☐ LFO ☐ Captive ☐

CE - FTU ☐ Retail Hirer ☐ Retail contractor ☐ Large customer Hirer ☐ Large customer contractor ☐ Quarry owner ☐ Retail Captive ☐ Large Captive ☐

CAR - Salaried ☐ SEP ☐ SENP ☐ Transporter & Agriculturist ☐

TW - Salaried ☐ Self Employed Professional ☐ Self Employed Non Professional ☐ Agriculturist ☐

Paste Photo here and sign across it such that your signature is on the photo as well as on the form

Signature of Applicant : _____

Date : _____

FOR OFFICE USE ONLY

Sourcing	Branch Code	SO Code	SM Code
	<input type="text"/>	<input type="text"/>	<input type="text"/>
Channel	DSE	MGM	Alternate channel
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Marketing Campaign <input type="checkbox"/>	Tele calling <input type="checkbox"/>	Referral <input type="checkbox"/>
			Direct Walk in <input type="checkbox"/>
			Direct Sales <input type="checkbox"/>

ACKNOWLEDGMENT SLIP

Name of the Applicant

Date of Application

HDB Contact Person Name

Location

Date & Time of receipt

Stamp / Signature

Application will be processed within 14 working days of receiving the application with all necessary documents, subject to the applicant providing all additional information that HDB Financial Services Ltd. may require solely for the purpose of evaluating the credit worthiness of the applicant.

Contact No.

4

GOLD LOAN

PURPOSE OF LOAN

Agriculture

Education

Business Expansion

Acquire asset

Repay old debt

Medical

Travel expense

Others

Reference - 1

Name

Relationship

Mobile No.

E-mail

Reference - 2

Name

Relationship

Mobile No.

E-mail

Documents Required : (This List Is Not Exhaustive Only Indicative)

Identity Proof

Address Proof

DOB Proof

Signature Proof

Photograph

Income Documents

Aadhar Card

Pan Card

LOAN DETAILS

Name of Facility : "Loan Against Gold"

1. The total amount of loan facility to be disbursed will not exceed Rs. _____, at any time, subject to the terms and conditions stipulated by HDBFS from time to time.

2. The interest will be charged at the fixed rate of _____% per annum (plus applicable taxes or other statutory levies) for a period of _____months.

3. The interest / Installment will be debited to your account on the _____of every month. In case of default, late payment interest will be 3% per month over and above the interest payable will be applicable.

4. The loan amount after deducting the processing fee _____% of overall limit or Rs. _____(plus applicable taxes or other statutory levies) & other incidental expenses as may be applicable will be credited to your account _____disbursed by way of DD/PO/RTGS reference number _____

5. Loan maturity date is _____and repayment mode will be equated monthly installment (4th /8th of every month) or monthly interest payment (4th /8th of every month) and bullet principal repayment on due date.

6. In the event of fall in value of gold due to market conditions, the company may seek payments or additional collateral to clear any shortfall in margins.

7. Prepayment charges of Rs. 500 plus taxes will be applicable if loan is closed before 90 days of disbursement.

In case of failure to comply with the above, the company may take all action as detailed in the terms and conditions duly executed by you, including sales of gold security through auction or otherwise.

Signature of the Borrower

Demand Promissory Note

On demand I/we _____ promise to pay to HDB Financial services Ltd, or order, the sum of Rs. _____ (Rupees _____) together with interest thereon such sum from this date onwards at a rate of _____% per annum payable at _____

Presentment for payment and noting and protest of this note are hereby unconditionally and irrevocably waived.

Mr/Ms. : _____ Place : _____

Date : _____ Name : _____

Revenue Stamp

Please sign across revenue stamp

Disbursement through RTGS / NEFT / IMPS request

Request to credit the amount a sum of Rs. _____ being the disbursement proceed of the said loan directly in to my bank account (details of my bank account given below) through the real time gross settlement (RTGS) / NEFT / IMPS facility officerd by RBI. I understand that the Money will be reach my account within time stipulated by RBI.

Beneficiary Name

Name of the Bank

Bank Account No

Name of the branch

IFSC code (Cheque copy enclosed)

Center (Location)

I hereby declare that the information given above is correct and i will be responsible for any factual inaccuracies.

Signature of the Borrower

Nomination

Nomination in respect of Gold Security pledged and in the custody of HDBFS. I/We _____ name (s) and address(es) nominate the following person to whom in the event of my/our death the Gold Security pledged and in the custody of HDBFS, particulars whereof are given below, may be returned by the HDBFS upon payment of outstanding amount in full _____

Name & address of Nominee _____

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

Relationship with Borrower, if any _____ Age _____ I /We confirm that this nomination shall override any other disposition made by me/us, whether testamentary or otherwise and the Nominee shall become entitled to the return of the Gold Security pledged and in the custody of the HDBFS against payment of all outstanding to the HDBFS to the exclusion of all other persons. I/We further confirm that on such return the HDBFS shall stand released and discharged.

Name of the Borrower(s) _____

Place : _____

Date : _____

Signature of the Borrower

Declaration Cum Terms and Conditions of Loan Collateralized by Gold

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

- All particulars/information given in this application form are true and complete and no material information has been suppressed / withheld. I/We acknowledge that HDB Financial Services Limited ("the Company") shall have no liability for any consequences arising out of any erroneous details provided by me/us for which I/We shall be solely liable. I/We authorize the Company to carry out such credit checks and at such time as it may deem necessary. The Company may sanction, at its sole discretion, loan/s of such amount as the Company may deem fit ("loan") for such purpose(s) as set out by me/us in application form or as may be specified by Company in the sanction letter/s. The quantum of the Loan advanced to me/us shall be dependent on the internal policies of the Company from time to time. The amount of the loan will be conveyed to me/us by and under sanction letter/s issued by the Company. I/We agree to abide by the terms and conditions of the sanction letter. The Loan along with interest, compound interest, default interest and such other charges as are/may be payable by me/us to the Company are here in after collectively referred to as "Dues".
- I/We am/are the owner/joint or several owners and am/are in possession of certain gold including in the form of jewellery/ ornaments ("Gold Security") over which I/We will create a first and exclusive charge by way of pledge in favour of the Company by depositing the same with the Company which shall remain deposited with the Company till any Dues confirm(s) that my/our title to the Gold Security deposited/to be deposited by me/us as security is not defective/challenged by any person in any manner nor is it me/us from genuine sources, is genuine gold, is my/our bonafide property and other person in any claim, lien or charge against it.
- In case the value of gold security falls lower than the required margin of the Company as applicable from time to time, whether pursuant to an audit (as defined hereinafter) or otherwise, without prejudice to the right to declare an event of default under clause 22 here of and/or to right to sell the gold security and/or exercise any other rights or remedies available with the Company hereunder or under law, I/We shall, within 7 (seven) days of a notice from the Company in this regard, at the Company's sole discretion, deposit with the Company, such additional security, as may be required.
- The valuation of the gold security shall be done by an assayer appointed by the company and the loan amount shall be determined by the company on the basis of value of the Gold security as set out in valuation report supplied by the assayer. Such value shall be subject to the market price of the Gold security from time to time. The amount of the Loan will be conveyed to me/us by and under a sanction letter. I/We agree to abide by the terms and condition of the sanction letter.
- Upon maturity I/We shall either repay the loan along with interest, and such other dues as are payable by me/us to the company (Dues) or I/We may at any time, request a renewal/enhancement of the Loan which the company may grant us at its sole and absolute discretion, subject in favour of the continuation of the pledge over the Gold security in favour of company and provision of such other security and in such form as the company may require and such variations in the rate of interest as the company may prescribe as per its policies prevailing at the time of such renewal / enhancement.
- At the time of renewal of the Loan whether during of after the expiry of the tenure of the Loan, I/We may request the company to grant the renewal to me/us on a higher/lower loan to value ratio or any other term which the company may allow at its sole and absolute discretion subject to the payment of a such fee as the company may prescribe.
- The interest payable on the Loan shall be charged on actual/reducing basis shall be computed on the basis of the year of three hundred and sixty days. Subject to prevailing policy of the company with regard to (a) the Loan amount applied by us and sanctioned to us; and/or (b) loan-to-value, I/We may be required by the company to pay the interest amount either on front-end basis or monthly basis. The Company may, at its sole discretion, shall also be entitled to deduct, prior to the disbursement of any funds under the Loan, from the total amount of interest payable with respect to the Loan, including interest tax (if any).
- I/We agree that the Company shall be entitled to conduct investigation, inspection and/or audit of/in connection with the quality, purity, value of gold security in the manner deemed fit by Company (collectively, "Audit"), at my/our cost at any time till any dues hereunder remain owed to the Company by me/us without notice my/our presence, including by opening packets and seals, if any, in which gold security is kept. The Company may in its absolute discretion, use services of and rely on the advise of any expert or valuer or assayer in this regard. I/We guarantee for my/our obligations towards the Company under the loan, and I/We hereby consent to our obligations under the loan being guaranteed by such guarantor(s) as the Company may require including without limitation by any valuer or assayer.
- The findings of the Company pursuant to its audit including any specific findings on the quality, purity or value of the gold security would be binding on me/us and I/We shall not in any manner dispute the same and I/we shall do all such acts, as recognize and agree that any failure on my/our part to comply with the directions of the Company and/or if the gold security is found by the Company to be not genuine or of dispute value, quality or purity, it shall amount to an event of default, entitling the Company to forthwith recall the loan along with interest and other dues thereon and also entitling the Company to enforce the pledge on the gold security.
- This declaration has been made by me/us irrevocably and unconditionally and shall remain valid and in force till such time as the Company may determine in its discretion and shall be applicable so as to cover the loan for the entire tenure there of and all renewals thereof. The tenure of the loan shall be ___ months from the date of the first disbursement of the loan (or of any part of the loan), or such other period as may be set out in the sanction letter(s).
- The loan shall be repayable either by way of the bullet repayment or by way of equated monthly installments as may be specified in the sanction letter(s) or as may otherwise be specified by the Company to me. In case the loan is repayable by way of bullet repayment, clause [8] hereof shall apply and in case the loan is repayable by way of equated monthly installments clause [9] hereof shall apply.
- In case the loan is repayable by way of bullet repayment, forthwith upon maturity of the loan (maturity of the loan shall mean the expiry of the tenure of the loan) or earlier termination of the loan (as specified in clauses 5 and 22 hereof), as the case may be renewed from time to time upon my/our request however at the Company's sole and absolute discretion, subject to such terms and conditions as the Company may deem fit to impose, including without limitation the continuation of the pledge over the gold security in favour of the Company and provision of such other variations in the rate of interest as the Company may prescribe as per its policies prevailing at the time of such enhancement.
- In case the loan is repayable by way of equated monthly installments, the principal/loan and the other then outstanding dues of the Company, if not demanded earlier by the Company as mentioned in clauses 5 and 22 hereof, shall

be paid/repaid by me/us together with the interest calculated on the reducing principal balance by way of equated monthly installments "EMI(s)", for the amounts and on the due dates as set out in the sanction letter(s). Provided that the Company shall be entitled to recompute and/or modify the amounts constituting the EMI(s) and the dates for payment thereof by me/us on the occurrence of any event which in the opinion of the Company necessitates a recomputation/modification of the same. I/We hereby agree and confirm that in order to work out suitable EMIs to be paid by me/us towards repayment/payment of the loan and interest, the Company has adopted a reasonable and proper basis and I/We agree to pay the EMIs calculated as aforesaid. I/We understand that strict compliance with the payment schedule as set out in the sanction letter(s) is an essential condition for the grant of the loan.

- The interest payable on the loan shall be charged on actual/reducing basis and shall be computed as per the prevalent policy of the Company. Subject to prevailing policy of the Company with regard to the loan amount applied for by me/us and/or sanctioned to me/us, the interest shall be payable at such rate, on such dates and for such periods as may be specified by the Company and notwithstanding anything contained herein or elsewhere, the interest payable by me/us shall be subject to the charges in interest rates made by the reserve Bank of India ("RBI") from time to time as revising such interest rate, interest payment dates or periods from time to time based on the Company's internal policy decisions which decision(s) of the Company shall be the final and binding on me/us and the Company shall not be required to give any reasons therefor and I/We hereby waive any change/reasons therefor and I/We may have in that regard. Upon any change /revision in the mode or manner or period of pursuant to an enhancement granted by the Company, if any, in accordance with clause 8 aforesaid, I/We shall execute such revised ECS/SI mandate/PDCs as the Company may in its sole discretion require.

- I/We agree that the loan may be prepaid, in whole or in part, by me/us by making a request to Company and upon the Company confirming the same to me/us, which the Company may confirm 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 Company, which prepayment and/or part payment charges may be applied and collected by the Company as the Company may deem fit. In case of repayment any way of EMIs, in the event I/We prepay only part of the loan and other dues then outstanding, EMI amounts shall continue to be the same as far as possible, with a proportionate reduction in the number of EMIs, unless the Company decides otherwise

- Without prejudice to any other rights that the Company may have under law, in case of non-payment of any dues when due or demanded by Bank, I/We shall be liable to pay additional interest/default **as Late Payment Interest** at such rate as may be prescribed by the Company till the date of full payment on the dues including portion; as also if any interest remains unpaid on any date when it is due or payable, then the unpaid interest will be compounded monthly or in such other manner as may be permitted by the RBI.

- I/We shall pay all costs, charges and expenses, including stamp duty and legal costs on actual basis and other charges and expenses which may be incurred in preparation of any documents related and/or incidental to the loan, as also for the enforcement of attempted enforcement of the security created to secure the dues I/We hereby authorized the Company debit my/our account(s) keep it with the Company towards any chargers/servicing the loan and other dues and upon my/our failure to meet any shortfall in cash the value of the gold security falling lower than the required margin of the Company as applicable from time to time within 7 working days from the date of postage of notice from the Company in this regard.

- The Company may obtain post dated cheques ("PDCs") from me/us to enable the payment/repayment of the dues.

- I/We shall deposit with the Company, such number of duly signed PDCs with the Company named as the payee therein, as the Company may in its absolute discretion require enabling the payment/repayment of the dues. I/We further agree, acknowledge and confirm that the said PDCs are intended to be used by the Company to recover my/our dues to the Company at any time as the Company may consider fit and proper and hereby unconditionally and irrevocably authorise the Company for the said purpose. On the applicable due date the Company shall have, in its discretion, unconditional and irrevocable authority and powers, as hereby given in favour of the Company, to deposit the same towards payment/repayment of the dues. I/We hereby confirm that I/We ensure that sufficient funds are available in the account to which the said PDCs relate to enable the Company for repayment of my/our dues. In case the PDCs are not honored/cleared on presentation with the issuer Bank, due to any reason whatsoever, and due to which the Company is unable to receive its dues from me/us, then it would constitute an offence under section 138 of the negotiable instruments act, 1881 and the Company may take such action against me/us as may be advised. Prior to the said PDCs issue fresh cheques to the Company, irrespective of whether being called upon by the Company to do so, and the said instruments would be governed by the provisions hereof.

- I/We hereby give power and authority to the Company in the following terms:

- I/We Hereby irrevocably nominate, constitute and appoint the Company acting through any of its officers, agents as their true and lawful attorney for the Company on their behalf and their cost and risk to do, execute and performing all or any of the following acts, deeds, matters and things:

- to deposit the PDCs towards payment /repayment of the dues or any part thereof, without notice to me/us in this behalf.

- to appoint or engage any agent, courier agencies, correspondent facility providers for ensuring safe holding of the PDCs and having the same picked up, processed and cleared at my/our risks and costs.

- for the better doing, performing and executing all the matters and things aforesaid, I/We hereby further grant unto the said Company full power and authority to substitute and appoint in its place and stead on such terms as it may think fit one or more attorneys/s to exercise for me/us as my/our attorney/s any or all the powers and authorities hereby conferred, to revoke any such appointments and to substitute or appoint any others person/s in place of such attorney/s as Company may from time to time think fit.

- these irrevocable grants of powers by me/us to the Company are for consideration coupled with interest and for that purpose and extent shall be governed by section 202 of the Indian contract act. 1882.

- I/We hereby further agree to ratify and confirm all and whatsoever that the Company shall do or cause to be done in or about the premises by virtue of the powers herein given.

- I/We confirm that the authority and powers hereby given to the Company is for a consideration and is irrevocable under section 202 of the Indian contract act, 1882 and such authority/power shall survive my/our death. Further, I/We undertake to honour all the PDCs when presented for payment by the Company and not to take any steps, which in any way are likely to affect the payment there under to the Company.

- I/We hereby undertake to honour all the PDCs when presented for payment by the Company and not to take any steps, which in any way are likely to affect the payment thereunder to the Company including without limitation issue any stop payment instructions. Further, the prior written consent of Company shall be required by me/us for changing the authorised signatories for my/our relevant company accounts(s) and/or for challenging or closing the bank account from which the PDCs were issued. In the event the cheque is lost in transit/ misplaced or for any reason the Company is not able to deposit any cheque in clearing, or if otherwise so required by the Company, I/We agree to forthwith give replacement cheque(s) to the Company. The Company shall not in any way be responsible for delay, omission or neglect in encashment, damage or loss of any cheques (given / to be given by me/us to Company in terms hereof) for any reasons whatsoever.

- I/We hereby authorize the Company to carry out the real time gross settlement ("RTGS") national electronic fund transfer ("NEFT"). I/We understand that RTGS / NEFT request is subject to the RBI regulations and guidelines governing the same.

- I/We agree that and payments required to be made by me/us hereunder or towards the dues including but not limited to the interest / change / revision / maintenance / enhancement of margin / processing fees / payment of loan though such modes as the Company may permit including (without limitation) electronic clearing system ("ECS"), Standing Instruction ("SI"), PDCs, by use of /authorising debit / use of credit cards or debit cards, online payment through official website of the Company, mobile platforms, mobile Banking and interactive voice response pursuant to calls made by authorized officials of the Company or to the phone numbers specified by the Company, and subject to such further terms and conditions in this regard as may be communicated to me/us by the Company. I/We fully understand and agree that the Company shall in no manner be my/our part of any personal and/or loan details to any unauthorized personal falsely representing himself/herself as being in any manner connected to the Company, and all risks in this regard shall lie with me/us.

- Without prejudice to the generality of the aforesaid, as far as ECS/SI/PDC models are concerned, I/We shall execute such mandate to such Company with which I/We have an account for the purpose of ECS or execute such mandate with the Company itself for the purpose of SI/PDC as the Company may require; I/We shall get such ECS mandate accepted by such Company relation to such account, I/We shall at all times maintain sufficient balance in such account, the Company and the form manner of the said mandate and execution and acceptance thereof shall be as may be required by the Company and to complete satisfaction of the Company. I/We agree and confirm that, in case of ECS, forthwith upon the Company issuing instructions to the Company to which the ECS mandate is given by me/us, the said Company shall transfer a sum equivalent to the dues (as communicated by the Company) or as the case may be equivalent to the interest amount due from me/us (as communicated by the Company) to The account specified by the Company in this regards in case of SI/PDC, I/We hereby Irrevocably authorize the Company to debit from my/our designated account held by me/us with the Company such sums towards the dues or as the case may be interest (as communicated by the Company) on the respective due dates. I/We agree that I/We shall be solely and fully liable and responsible or liable for the same. I/We shall make myself/ourselves aware of all risks related to and security measures required for the aforesaid purpose including from our Bankers and service providers. I/We agree that I/We shall not, at any time until the loan is repaid in full along with dues to the Company, withdraw, revoke or vary (except with express contest in writing of the Company) any such ECS and/or SI mandate/instructions and/or PDCs or any other instrument/mode of payment issued by me/us as aforesaid.

- I/We hereby represent(s) and warrant(s) that:

- I/We am/are citizen(s) of India.

- I/We confirm(s) that my/our title to the gold security deposited/to be deposited by me/us as security is not defective/challenged by any person in any manner, nor is it spurious or of inferior quality as it has been acquired by me/us from genuine sources, is genuine gold, is my/our bonafide property and no other person has any claim, genuine sources and is genuine gold of minimum 18 carat lien or charge against it.

- I/We shall utilize the loan solely for the purpose stated in the application form/sanction letter(s) and the loan will not be used for any other purpose including any speculative or antisocial purpose, or for the purchase of gold or investment in speculation of gold.

- all directions made by me/us including the declaration on the relationship with other Bank(s)/the financing Company herein are true and complete and no material information has been suppressed/withheld.

- I/We shall perform and am/are bound by all the covenants/conditions set out herein, in the sanction letter and any further conditions as may be prescribed by the Company and

- I/We confirm(s) the Company is not representing the value of the gold security to me/us in any manner whatsoever. I/We recognize that for valuation at times detailed audits are required, which the Company may conduct in its discretion from time to time.

- I/We confirm (s) that the value of the Gold Security as determined by the assayer, and set out in the valuation report is acceptable and final and binding on me/us.

- The Company may, without assigning any reason and upon written notice to me/us cancel in full or in part the loan and demand repayment thereof. Upon such notice, the said dues shall become forthwith due and payable by me/us to the Company.

- The following events shall constitute events of default hereunder (each an "Event of Default"), upon the occurrence of any of which the said dues shall become immediately due and payable by me/us to the Company and further enable the Company inter alia to recall the loan and/or enforce the gold security and other security and other security, if any, furnished hereunder and sell the same:

- failure on my/our part to perform any of my/our obligations hereunder or under the sanction letter(s) or if any circumstance or event occurs which adversely affects my/our capacity to repay the loan and/or dues or any part thereof or perform any of my/our obligations.

- if any of the representation, declarations, or statements or particulars made by me/us in the application, or herein, including in relation to the quality and quantity of the gold security, are found to be false, misleading or incorrect any breach by the borrower of any of the terms and condition herein.

- in case the loan is to be repaid by way of bullet repayment, if the loan is not repaid

- along with all outstanding dues on the sate of maturity or earlier recall of the loan by the Company.
- (d) in case the loan is to be repaid by way of EMIs i, if I/We fail to pay any EMI or any other dues on its due date or when demanded by the Company.
- (e) in the event of non-servicing of interest by me/us on any due date.
- (f) upon detection of any fraud including a systemic fraud in relation to the quality of the gold security by the Company.
- (g) if the value of the said gold security falls lower than the required margin of the Company as applicable from time to time, due to change in market price (whether actual or reasonably anticipated) or any other reason or if there is any deterioration or impairment of any security or any part thereof, which causes the security in the judgment of the Company to become unsatisfactory in character or value.
- (h) if it is discovered that there is any collusion between the assayer and me/us resulting in a fraudulent or erroneous valuation of the gold security or in case the Company has a reasonable suspicion in this regard.
- (i) if any attachment, distress, execution or other process against me/us or any of the security is enforced or levied upon;
- (j) in the event of death, insolvency, failure in business, commission of an act of Bankruptcy of either of us borrower(s);
- (k) if at any time before the loan is repaid in full alongwith all dues to the Company, there is any withdrawal, revocation or variance/ modification (except with the express consent in writing of the Company) of any ECS and/or SI mandate/instructions and/or PDC's or any other instrument/mode of payment issued by me/us pursuant to the terms hereof;
- (l) an attempt by me /any of us, without prior written consent of the Company, to create any charge, lien, mortgage or any other encumbrance over the gold security.
- (m) if/we fail to pay any charges payable for dishonour of the PDCs in terms and conditions hereof
- (n) if any of the PDCs delivered or to be delivered by me/us to the Company in terms and conditions hereof is dishonoured for any reason whatsoever on presentation.
- (o) if any instructions given by me/us for stop payment of any PDC deposited by me/us with the Company, for any reason whatsoever.
28. Upon the occurrence of an event of default, without prejudice to any other rights that the Company may have under applicable law or otherwise, the Company shall be entitled to sell by privatetreaty or public auction or otherwise the gold security in the open market after giving me/us a notice of 7 working days (which shall mean days on which Banks at the place where the branch of the Company from which the loan is disbursed is located are open and working in their regular course of business) which I/we agree is a reasonable period for the purpose of section 176 of the contract, 1872. The proceeds so realized from the sale of the gold security shall at the Company's discretion be utilized towards the repayment of dues under the loan. In the event that the proceeds so realized are insufficient to meet the amount of dues, the Company may (without prejudice to the right of the Company to otherwise do so) take such other and further actions as it may deem necessary to realize the balance amount from me/us. Provided that the Company shall not be obligated to first exhaust the remedy of enforcing/selling the gold security before initiating any other legal actions/proceedings and shall be entitled to take/initiate such legal actions/proceedings/actions against me/us and/or other persons at any time at Bank's discretion, whether prior to, simultaneously or subsequent to other remedies including sale/enforcement of gold security. In case of more than one borrower, I/we agree that my/our liability shall be joint and several. I/we hereby authorise and give consent to the Company to disclose (without adding any obligation on the Company to do so), default details, loan, interest details, gold security details, information furnished by me/us in application form(s)/related documents executed/to public at large or such persons as may be deemed fit by Company for the purpose of auction, enforcement or sale of gold security etc. I/we waive the privilege of privacy and privity of contact.
29. I/We agree that any notice of sale of gold security) be addressed at my/our address mentioned in the application from and any be sent via: (a) register AD; (b) hand delivered; or (c) sent via email to the email address mentioned in the application from; (d), short message service (sms) to my/our mobile phone(s); (e) by any other postal mode; or (f) by courier. Such service shall be deemed to have been effected in vase of delivery by registered AD or any other mode of postal service, on the expiry of the 4th day of the date on which it is delivered, if given or made by email, upon receipt or made by facsimile, upon receipt of a transmission report confirming dispatch, in case any such notice is sent by more than one of the models specified in this clause 25, whichever is the earliest. I/We hereby undertake to keep the Company informed at all times in writing of any change in my/our mailing address, email id, phone and mobile number(s) and to obtain Company written acknowledgment on the intimation given to Company for any such change. Any notice as aforesaid by the Company to me/us to any of the aforesaid address, email id, phone and mobile number(s), shall be deemed to have been properly and fully delivered to/on me/us and the service completed on the respective days/dates as mentioned aforesaid irrespective of the fact that the same may be returned undelivered for any reason and in any such case of non-delivery the Company shall not be required give any further notice through said modes or alternative modes even if postal authorities or the other medium(a) advise/inform/show in such case that I/We are not residing or available or found at such address or for any address or number not being functional, in order or matched, and I/We shall not be entitled to raise any objection and hereby waive any objection I/We may have in respect of non-delivery etc. Including for any of those address, email id, phone and mobile number(s) furnished by me/us being incorrect or improper or in case of any change in the same which is not communicated by me/us to Company in writing with acknowledgment thereon of the Company obtained prior to any such notice by Company. The time required for delivery will be included in the notice period provided in clause 24 hereinabove and shall not be in addition to the said notice period. The mailing address, email id, phone and mobile numbers(s) as provided by me/us in the application form (and as may be communicated in writing by me/us to the Company in case of change as aforesaid with Company acknowledgment thereon of the Company obtained) are/shall be fully correct and proper and in case any of them turn out to be incorrect or improper , I/We same and the consequences arising therefrom including for addressed to me/us by the Company at the aforesaid mailing address, email id, phone or mobile number(s).
30. The gold security or such part of the gold security as has not been sold pursuant to the terms hereof will be released only after payment in full of the said dues by me/us to the Company to the complete satisfaction of the Company and only after notice days (being days on which the Company is working) from the date of such final payment. The Company may release the gold security as aforesaid to me/us, and in case of co-borrowers to either of us. In case of co-borrowers, the Company shall not be in any manner liable to any of the co-borrowers for releasing the gold security or any part thereof to any one of them upon repayment/payment of the dues as set out herein and the Company shall upon release to either of the co-borrowers of any and all liabilities in that regard.
31. In addition to any general lien or similar right to which the Company as Bankers may be entitled by law, practice, custom or otherwise, the Company may at any time and without notice to me/us combine or consolidate all or any of the my/our accounts with and liabilities to the Company and set off or transfer any sum or sums standing to credit of any one or more such accounts in or towards satisfaction of any of my/our liabilities to the Company on any other account or in any other respect, whether such liabilities be actual or contingent, primary or collateral and several or joint. The Company may also exercise line on any gold security in respect of dues in relation to anyother accounts held by me/any of us with the Company
32. The Company shall have the right to stipulate any other and further terms and conditions that it may deem it at any time prior to or after the grant of the loan, which shall be binding on me/us. All rights, of the Company stipulated herein shall be in addition to the rights, powers and remedies available to the Company under law. The Company reserves the right to retain the photographs and documents submitted with this application and will not return the same to me/us. The Company shall, without reference to or any intimation to me/us, be absolutely entitled and have full power and authority to sell; transfer, assign or securitize to any third party or person as the Company may decide, the facility any and all outstanding dues, any rights, benefits and/or obligations hereunder in any manner, in whole or in part and on such terms as the Company may decide. Any such assignments shall be binding on me/us. I/We shall not be entitled directly or indirectly to sell/transfer/assign my/our benefits or obligations hereunder without the prior written permission of the Company.
33. The validity, interpretation, implementation and resolution of disputes arising out of or in connection with this Agreement shall be governed by the laws of India.
34. Dispute Resolution
- (a) Subject to sub-clauses (g) and (h) below, any dispute or disagreement arising out of or in connection with this Agreement ("Dispute") shall be submitted to arbitration and shall be finally resolved by arbitration in accordance with the Arbitration and Conciliation Act, 1996, with a sole arbitrator ("Arbitrator") to be appointed by HDBFS.
- (b) The place of arbitration shall be branch of the Company granting Loan is situated and the arbitration shall be governed by the provisions of the Arbitration and Conciliation Act, 1996 and each of the Borrower [and the guarantors and the security providers, if any] irrevocably waive any objection it may have now or in the future to the laying of the venue of such arbitration proceedings and any claim that any such proceedings has/ have been brought in an inconvenient forum.
- (c) The language of the arbitration proceedings shall be English.
- (d) The award, including interim award(s) of the Arbitrator shall be final, conclusive and binding on all the parties concerned.
- (e) Unless otherwise determined by the arbitrator, the costs and expenses of the arbitration, including, without limitation, the fees of the arbitrator, shall be borne by the Borrower. If HDBFS is required to enforce an arbitral award by initiating a legal action or proceedings of any kind, then the party against whom such legal action or proceedings are taken/ initiated shall pay all reasonable costs and expenses including inter alia, the attorney fees, cost of additional litigation or any other action as deemed necessary by HDBFS under applicable law.
- (f) It is clarified that HDBFS shall, at its discretion, be entitled to consolidate and combine any arbitral or other legal proceedings initiated or proposed to be initiated under this Agreement with any arbitral or other legal proceeding initiated or proposed to be initiated under one or more of the other Documents.
- (g) With reference to all or any matters referable/ capable of being referred to/ being instituted in courts and tribunals pursuant to or in relation to the process of arbitration as set out in sub-clauses (a) to (f) above, each party submits itself to the jurisdiction of the courts and tribunals of city in which the branch of the Company granting Loan is situated.
- (h) Notwithstanding anything to the contrary contained hereinabove, with reference to all or any other matters which are not arbitrable/ capable of being arbitrated in the manner set out hereinabove and are required to be referred to/ be instituted in courts and tribunals, each Party submits itself to the jurisdiction of the courts and tribunals of city in which the branch of the Company granting Loan is situated.
- (i) Notwithstanding what has been stated in sub-clauses (g) and (h) above, [each of] the Borrower, [the guarantors and the security providers, if any.] acknowledge and agree that HDBFS may, however, in its absolute discretion, commence any legal action or proceedings arising out of this Agreement against any of the Borrower [and/ or the guarantors and/ or the security providers, if any.] in a court, tribunal or any other appropriate forum situated in any other part of India and each of the Borrower [and the guarantors and the security providers, if any] irrevocably submit to and accept for itself and in respect of each of its property, generally and unconditionally, the jurisdiction of such court or tribunal, and each of the Borrower [and the guarantors and the security providers, if any] irrevocably waive any objection it may have now or in the future to the laying of the venue of any legal action or proceedings and any claim that any such legal action or proceedings has/ have been brought in an inconvenient forum.
- (j) Subject to applicable law, nothing contained herein shall be construed as extinguishing, limiting or ousting the rights prejudicing any action undertaken by HDBFS and/ or the remedies of/ available to HDBFS, if available now or in the future as against the Borrower, [the security providers and/or the guarantors, if any and/or any other Persons, or any of their respective assets.] under the Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 and/or the Insolvency and Bankruptcy Code, 2016 and the rules and regulations framed thereunder, and HDBFS shall stand absolutely entitled to exercise such rights/remedies thereunder irrespective of the initiation, pendency, or continuation of any other arbitral or other legal action or proceedings.
- (k) Notwithstanding anything to the contrary contained hereinabove, in the event that HDBFS, as a result of a change in Applicable Law or otherwise, becomes entitled to recover the dues owed to it or be treated as a 'financial institution' under the Recovery of Debts Due to Banks and Financial Institutions Act, 1993 ("RDBFI Act") and to exercise rights/remedies thereunder, the Borrower, [the guarantors and the security providers, if any] hereby expressly agree and consent that HDBFS shall be entitled to exercise the rights and remedies available to HDBFS under the RDBFI Act including to recover the outstanding amounts/ dues from the Borrower [and/or the security providers and/or the guarantors, if any], or any other Persons, by filing proceedings with any of the debt recovery tribunals constituted thereunder. In addition, the Parties agree that in the event that HDBFS is empowered to exercise rights and powers under the provisions of the DRT Act as aforesaid, the provisions of sub-clauses (a) to (f) above and the agreement to arbitrate as between HDBFS and the Borrower, [guarantors and security providers, if any] shall, at the option of HDBFS, cease to have effect.
- (l) The provisions of the Clause 28 above and this Clause 31, shall survive the termination of this Agreement.
35. I/We understand that the sanction of this loan is at the discretion of the Company and upon my/our executing necessary documents, creating necessary security and completing other formalities as required by the Company, I/We authorise the Company to conduct such credit checks as it considers necessary in its sole discretion and also authorise the Company to release such or any other information in its records for the purpose of credit appraisal / sharing or for any other purpose. I/We further authorise the Company to make any enquiries with any other finance company / Company / registered credit bureau regarding my/our credit history to any other Bank / finance company / registered credit bureau.
36. The Company shall have the right to make disclosure of information relating to me/us, loan, facility, security, defaults, obligations assumed by me/us, to the credit information bureau of India (CIBIL) and/or any other governmental / regulatory / statutory or private agency as required under law from time to time. I/We hereby authorise and give consent to the Company to disclose, without notice to me/us, as also any information relating to me/us in application form(s) / related documents executed / to be executed in relation to the facilities availed from the Company, to CIBIL, RBI, the Company's other branches / subsidiaries / affiliates / credit bureau / rating institutions, governmental / regulatory authorities or third parties who may process the information, publish if required , as also use for KYC information verification, credit risk analysis, or for other related purposes. I/We waive the privilege of privacy and privity of contract.
37. I/We confirm having received, read and fully understood the terms and conditions applicable to this loan and accept unconditionally hereby without notice any additional terms and conditions that the Company may at any time stipulate and I/We will be bound by such amended terms and conditions.
38. I/We hereby confirm that I/We have read and/or have independently had the aforesaid terms and conditions translated accurately in my/our vernacular language and I/We have completely understood the same to my/our satisfaction. I/We understand that disbursal of the loan as also my/our acceptance of the sanction letter issued by the Company shall be a deemed confirmation, agreement and declaration on my/our part that these terms and conditions shall apply to the loan disbursed /sanctioned.
39. In event of loss of the gold from the custody of company due to theft, burglary or for any similar reason (not being a result of any act or omission on the part of borrower) the liability of company hall be limited to paying the borrower the market value prevailing on the date of dispatch of intimation of loss of the net weight of gold as set out in the appraiser certificate issued by HDB plus 15% making charges at aforesaid gold rate Subjected to however to the result of investigation ,inspection or audit /in connection with quality ,purity value of gold conducted by Company. The company shall not be liable to return the imitation or replica of gold security.
- If a due date in respect of any amounts payable in respect of the facility under the loan terms falls on a day which is not a business day at the place where the payment is to be made, the immediately preceding business day shall be due date for such payment.
40. The Borrower confirms that the disbursement of the loan by the Company to the Borrower pursuant to the execution and submission of this Application Form shall be deemed to amount to acceptance by the Company of the request/proposal of the Borrower for grant of the loan and shall constitute, without the requirement of further execution of any deed, document, writing or instrument by or between the Borrower and/or the Company, a valid and binding agreement between the Borrower and Company; and
41. The Borrower hereby acknowledges and confirms that the loan sanctioned, and/ or any amounts disbursed by the Company to the Borrower pursuant to the Application Form shall be governed by and be subject to the terms and conditions as set out herein, which terms and conditions shall be irrevocable on the part of and binding on, the Borrower.
- I/We confirm to have received copy of the sanction letter dated_____and have understood the contents therein. I have read through the terms and conditions of the grant of loan which was provided to me in english and _____ language in which i am conversant and comfortable with and have understood the implication of terms and conditions.
- Date : _____
- Place : _____
- _____
Signature of the borrower