GOLD LOAN APPLICATION FORM

GL

Application Date :		LOS No :	

FILL ALL FIELDS IN CAPITAL LETTERS ONLY.

APPLICANT DETAILS :

Please tell us about yourself : If Existing Loan No. Relationship with Applicant :

	Occupation	
	If self employed professional	
If Business:	Type of company	
	Nature of business	
If Salaried:	Type of company	
	Designation	

Net Annual Income :

GSTIN available : GSTIN No : Effective date :

Preferred mode of Communication : ___ Whatsapp ___ SMS ___ Email

ZED Certificate Available : ___ Yes ___No ZED Category : ___Bronze ___Silver ___Gold ___NA ZED Certificate No : ____________________

PERSONAL DETAILS

Applicant Name :				
Father's Name :				
Spouse Name :				
Mother's Name :		Gender :		Borrower's Photo
Date of Birth		Education :		
Are you : Married		NoOf Dependants :		
Religion		Email ID :		
Driving License No.		Exp. Date :		
Passport No.		Exp. Date :		
Aadhaar Card No [Optional] :		UPI ID / VPA		
PAN		Voter ID		
Mobile		CKYC No.		

Whether Differently Abled :	Yes/No	Type of Impairment :	
Percentage of Impairment :		UDID Number :	

Address Details(Present)

Present Residence :		If Rented, Monthly Rent (Rs.) :	
Present Address (Residence) :			
City :		State :	
Pin Code :		Mobile number:	
Months at current Residence:		Months at current Residence:	

Address Details(Permanent)

Permanent Residence :			Monthly Rent (Rs.) :	
Permanent Address (Residence)				
City :			State :	
Pin Code :			Mobile number:	
Permanent Tel. No.	STD :		Tel :	

Address Details(Office)

Business / Employer Name :			
Address :			
City :		State :	
Pin Code :		Mobile number:	
Preferred mailing address :		Official Mail ID :	
Purpose of Loan :			

Reference - 1		Reference - 2	
Name :		Name :	
Relationship :		Relationship :	
Mobile No :		Mobile No :	
E-mail :		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. Interest will be charged at the fixed rate of % per annum (Plus applicable taxes or other Statutory levies) for a period of months. Total Interest Amount for the tenure of loan shall be Rs. .
3. The interest / Installment will be debited to your account on the _of every month. In case of delay in payment of installment delayed installment payment charge will be 30% per annum on unpaid EMI + applicable taxes.
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 as per the below grid :

Loan Tenure	Prepayment Charges
Upto 6 Months	1.18% of outstanding Loan Amount
7 Months - 18 Months	0.59% of outstanding Loan Amount
>18 Months	Nil

*GST at applicable rate will be charged on Prepayment Charges.

8. Loan Processing Fee up to 5.90%
9. Cheque / ACH Bounce Charges : Rs.236/- per Bounce
10. Delayed Installement Payment Charge (p.a) 35.40%
11. PDC/ACH Swap charges - Rs 590/- per swap
12. Statement of Account Charges - Through Mobile App & WebApp - Nil
13. Statement of Account Charges - Through Other Channel - Rs. 236/-
14. Copy of Documents (Issued at the time of loan disbursement) - Rs.590/-
15. Loan Cancellation Charges - Nil
16. Installment Collection charges - Rs. 236/- per visit
17. Reschedulement Charges - 1.18% of POS (Principal Outstanding)
18. Loan recall notice charges - Rs 1,180/- per notice
19. Cash handling charges upto 1% of cash collected amount
20. Gold auction charges upto Rs 1770/- per auction
21. Valuation Fee: a)Single Valuation- Rs.590/- b) DualValuation - Rs. 1180/-
22. Total Payable amount by Customer at end of the Tenure Rs. (Principle+Interest/Installment + levied charges (if any))
23. Total Asset Value of Gold Ornament Rs. (As Applicable)
24. Documentation Charges upto 3.54% of loan amount
25. Stamp duty charges - as per actuals.
26. Convenience fee upto Rs.1500.
27. Custody charges ₹1,000 per month for collateral remaining uncollected (after intimation of collateral document collection post loan closure and settlement of all dues) exceeding 30 days .

I hereby declare that I am engaged in the allied agricultural activity of ->= , and the aforementioned loan will be utilised exclusively for this purpose

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

ORNAMENT DETAILS

Ornaments Description	No of articles	Rate per Gram	Carat	Gross Weight (Gms)	Deductions(Stone +Impurity)	Net Weight (Gms)	Eligible Loan Amount	Ornament Image
Total								

DECLARATION

I declare, warrant, represent, acknowledge and confirm that:

1. I/we have applied for a loan against gold ornamnets 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.
2. 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.
3. 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.
4. I have fully read and understood and acknowledge the loan terms and condition ,copy of which has been provided to me.
5. 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.
6. I hereby consent to receiving information from Central CKYC registry through SMS/EMAIL on the above registered number/email address.
7. I/We hereby expressly provides consent to HDBFS to add/update my/our KYC details provided by me to the Company with CKYC registry. I/We also hereby consent to receiving my/our KYC details by HDBFS from CKYC registry.
8. 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.
9. 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 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.

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.() 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

HDB Financial Services Limited (the "**Company**"), a company incorporated under the Companies Act, 1956 and validly existing under the Companies Act, 2013 also registered as a non-banking financial company with the Reserve Bank of India ("**RBI**") has agreed to sanction a Loan (as defined hereinafter) to you ("**Borrower**") on the basis of and subject to the terms and conditions set out below. The Loan Application Form ("**Application Form**") shall form an integral part of these Declaration cum Terms and Conditions of Loan collateralized by gold ("**Terms and Conditions**"):

I/We hereby agree to abide by the following terms and conditions:
1. All particulars/information given in these Terms and Conditions and the Application Form are true and complete, and no material information has been suppressed *I* withheld. I/We acknowledge that the Company shall have no liability for any consequences arising out of any erroneous details provided by me/us for which and 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 the Application Form. No part of the Loan shall be utilized for purchase of gold in any form including primary gold, gold bullion, gold jewellery, gold coins, units of Exchange Traded Funds (ETF) and units of gold mutual fund. 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, Delayed Installment Payment Charge and such other charges as are/may be payable by me/us to the Company are here in after collectively referred to as "**Dues**". For the purposes of these Terms and Conditions, **(i) "Delayed Installment Payment Charge" shall mean such charges payable to the Company at the rate specified in the Loan documents, or at such other rate as communicated in writing by the Company to the Borrower from time to time**; (ii) "**Key Fact Statement(s)**" shall mean the document (s) pertaining to the important terms and conditions in relation to the Loan as mutually agreed between the Borrower and the Company, set out in the format required under the notification no. RBI/2024-25/18 DOR.STR.REC.13/13.03.00/2024-25 dated April 15, 2024, and titled 'Key Facts statements (KFS) for Loans and Advances' issued by RBI and such Key Fact Statement(s) forms an integral part of these Terms and Conditions.
2. Any intimation, notification or notice provided to me/us by the Company under these Terms and Conditions, shall mean that such notice and intimation is required to be provided to me/us, in a vernacular language or a language (including English) as understood by me/us.
3. I/We confirm that in the event of any disagreement or dispute between the Company and me/us regarding the materiality or reasonableness of any matter including of any event, occurrence, circumstance, change, fact, information, document, authorization, proceeding, act, omission, claims, breach, default or otherwise, the opinion of the Company as to the materiality or reasonableness of any of the foregoing shall be final, binding and conclusive on me/us.
4. I/We, am/are the owner/joint or several owners and am *I* are in possession of gold in the form of jewellery / ornaments etc. ("**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 all my *I* our Dues are paid and execution of a letter of pledge or such other documents as may be required by the Company, as a condition precedent to the disbursement in relation to which such Gold Security is being furnished by me / us. I / We confirm(s) that my / our title to the Gold Security deposited *I* to be deposited by me/us as security is not defective / challenged by any person in any manner and Gold Security has been acquired by me/ us from genuine sources, is genuine gold, is my/our bonafide property and no person has any claim, lien or charge against it.
5. For the purpose of creation of pledge over the aforesaid Gold Security, I/We shall execute the letter of pledge in the form and manner as required by the Company for creation of the said security and recording creation of pledge over the relevant gold ornaments/ gold jewellery as security in relation to the Loan.
6. The value of the Gold Security will be based on the current scheme rate per gram of gold at the time of market valuation and the valuation(s) provided by the Company will be binding and final on me/us. For the sake of abundant caution, it is clarified that the Company shall not be held accountable with respect to the purity and/or authenticity of the gold ornaments/ gold jewellery.
7. In case the value of gold security falls lower than the required margin of the Company as set out in the sanction letter, whether pursuant to an Audit (as defined hereinafter) or otherwise, without prejudice to the right to declare an Event of Default under clause 32 and/or to right to sell the Gold Security and/or exercise any other rights or remedies available with the Company hereunder or under applicable 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 Gold Security/margin money, as may be required.
8. I/We shall complete all and any statutory and regulatory filings and compliances with applicable statutory and governmental authorities, as required under applicable law.
9. The valuation of the Gold Security shall be done by an assayer appointed by the Company as per the SBR Regulations and applicable law 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.
10. Upon maturity, I/We shall either repay the Loan along with interest at an annualized rate, and such other dues along with charges including Delayed Installment Payment Charge, expenses and money payable by the Borrower to the Company under the terms contained hereunder, as outstanding from time to time and whether any of them due or not are hereinafter ("**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 the 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 and such variations shall be intimated to me/us in writing and would be binding upon me/us and also. I/We agree that timely payment of the Dues is the essence of the Loan. The interest rate shall have a prospective effect only.
11. At the time of renewal of the Loan whether during or 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, as per the SBR Regulations and such other applicable law, subject to the payment of such fee as the Company may prescribe.
12. The interest payable on the Loan shall be charged on actual/reducing basis and 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 ratio, 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). The interest rate and the approach for gradations of risk and rationale of the Company for charging different rates of interest to different categories of borrowers has been disclosed to me/us in the Key Fact Statement(s).
13. 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.
14. 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.
15. 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 set out in the sanction letter(s).
16. The Loan shall be repayable by way of equated monthly installments or as may otherwise be specified by the Company to me.
17. The principal/Loan and the other then outstanding dues of the Company, if not demanded earlier by the Company as mentioned in clause 32 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 Schedule II hereto. 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 and such recomputation / modification shall be intimated to me/us in writing and would be binding upon me/us. 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 repayment schedule as set out in Schedule II hereto is an essential condition for the grant of the Loan.
18. The Company shall classify my/our loan account as SMA/NPA upon me/us failing to make the repayment of the Dues as stated under the Key Fact Statement(s). In accordance with the Master Direction – Reserve Bank of India (Non-Banking Financial Company – Scale Based Regulation) Directions, 2023 dated October 19, 2023 bearing reference number RBI/DoR/2023-24/106 issued by the RBI, as amended, supplemented or replaced from time to time and such other circulars and/or notifications issued by the RBI varying, amending or replacing the same as applicable from time to time ("**SBR Regulations**"), the examples of SMA/NPA classification dates are set out in Schedule II hereto and the Borrower confirms that it has read and understood the same.
19. Subject to prevailing policy of the Company with regard to the Loan 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 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 intimate such revisions to me/us in writing 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 this clause 10 aforesaid, I/We shall execute such revised ECS/SI mandate/PDCs as the Company may in its sole discretion require.
20. 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 (if applicable) as the case may be, as stipulated by the Company, which prepayment and/or part payment charges (if applicable) may be applied and collected by the Company as the Company may deem fit. In case of repayment by 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.
21. Without prejudice to the rights of the Company hereunder and in applicable law and in addition thereto, in case of delay in payment of the Dues, I/We shall be liable to pay to the Company, Delayed Installment Payment Charge, on the entire Dues from the date of default till the date of payment of the Dues.
The payment of Delayed Installment Payment Charge under this clause shall not absolve me/us of the other obligations in respect of such default or affect any of the other rights of the Company in respect of such default. I/We hereby agree and confirm that the quantum of Delayed Installment Payment Charge prescribed for non-compliance of any material terms and conditions of the sanction letter, these Terms and Conditions and any other documents executed with respect to the
Loan, are reasonable and commensurate with the said non-compliance of material terms and conditions and are not discriminatory.
22. I/We shall pay all costs, charges including Delayed Installment Payment Charge 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 Gold Security created to secure the Dues, as specified in the Key Fact Statements(s) or as intimated by the Company in writing. I/We hereby authorize the Company to debit my/our account(s) and 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 (Seven) working days from the date of postage of notice from the Company in this regard. I/We understand and agree that the fees, charges and expenses as more particularly mentioned in the Key Fact Statement(s) are subject to revision by the Company from time to time and such revision shall be intimated to me/us by the Company in writing. Any such variation/revision in the fees, charges and expenses shall have prospective effect.
23. The Company may obtain post dated cheques ("**PDCs**") from me/us to enable the payment/repayment of the Dues.
24. 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 I/We 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 shall 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.
25. I/We hereby give power and authority to the Company in the following terms:
(i). 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:

(a) to deposit the PDCs towards payment /repayment of the dues or any part thereof, without notice to me/us in this behalf.
(b) 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.
(ii) 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 attorney/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.
(iii) 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,1872.
(iv) 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.
(v) 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, 1872 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.
26. 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 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 the Company in terms hereof) for any reasons whatsoever.
27. 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.
28. I/We agree that 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 in writing 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.
29. 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 and manner of the said mandate and execution and acceptance thereof shall be as may be required by the Company and to the 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.
30. I/We hereby represent(s) and warrant(s) that:
(a) I/We am/are citizen(s) of India.
(b) 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 of minimum 18 (eighteen) carat, is my/our bonafide property and no other person has any claim, lien or charge against it.
(c) I/We shall utilize the Loan solely for the purpose stated in the Application Form and the Loan will not be used for any other purpose including any speculative or antisocial purpose, or for the purchase of gold in any form including primary gold, gold bullion, gold jewellery, gold coins, units of Exchange Traded Funds (ETF) and units of gold mutual fund or investment in speculation of gold.
(d) 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.
(e) 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.
(f) 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.
(g) 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.
31. I/We hereby unconditionally and irrevocably give consent: (i) to be classified as a Non-Cooperative Borrower by the Company after being given due notice of 30 (Thirty) days by the Company and upon receipt of such notice, upon the clarifications which have been furnished to the Company by me/us in this respect are not to the satisfaction of the Company; (ii) for its Loan account to be identified as a fraud account, in accordance with applicable law.
32. 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, if any, furnished hereunder and sell the same:
(a) 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.
(b) if any of the representation, declarations, or statements or particulars made by me/us in the Application Form, or herein under the Terms and Conditions, including in relation to the quality and quantity of the Gold Security, are found to be false, misleading or incorrect any breach by me/us of any of the terms and condition herein.
(c) if I/We fail to pay any EMI or any other Dues on its due date.
(d) in the event of non-servicing of interest by me/us on any due date.
(e) upon detection of any fraud including a systemic fraud in relation to the quality of the Gold Security by the Company.
(f) 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.
(g) 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.
(h) if any attachment, distress, execution or other process against me/us or any of the security is enforced or levied upon;
(i) in the event of death, insolvency, failure in business, commission of an act of bankruptcy of me/us;
(j) if at any time before the Loan is repaid in full along with 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;
(k) 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.
(l) If I/we fail to pay any charges payable for dishonour of the PDCs in terms and conditions hereof.
(m) 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.
(n) if any instructions given by me/us for stop payment of any PDC deposited by me/us with the Company, for any reason whatsoever.
(o) if I/We am/are identified as a Non-Cooperative Borrower by the Company, provided that no Event of Default shall occur under this paragraph (p) if I/We provide clarifications to the satisfaction of the Company within 30 (Thirty) days of being notified of such identification as a Non-Cooperative Borrower, where "**Non-Cooperative Borrower**" shall have the meaning given to 'non-cooperative borrower' in paragraph 21.1 of the SBR Regulations.
(p) If the status of the Loan account is concluded as a fraud account by the Company due to, (i) any inconclusiveness of the audit report submitted in terms of Clause 40, or (ii) any delay in the submission of the said audit report due to Non-Cooperation by us/me, or (iii) in accordance with applicable law.
33. 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 enforce the Security by selling the gold ornaments/ gold jewellery in the open market by public auction ("**Public Auction**") and apply the net proceeds out of such sale towards adjustment of the Dues. I/We shall upon demand by the Company, forthwith repay the shortfall, if any, after adjustment of the net sale proceeds.
34.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 the Company'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 the Application Form and herein/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.
35. I/We agree that any notice of sale of Gold Security be addressed at my/our address mentioned in the Application Form and may be sent via: (a) registered post with acknowledgement due; or (b) hand delivered; or (c) sent via email to the email address mentioned in the Application Form; or (d) short message service (sms) to my/our mobile phone(s); or (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 post with acknowledgement due or any other mode of postal service, on the expiry of the 4th (fourth) 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 35, 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 34 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 maybe 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).
36. 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.
37. In addition to any general lien or similar right to which the Company as a non-banking financial company may be entitled by applicable law, practice, custom or otherwise, the Company may at anytime and by giving a prior notice/ intimation to the me/us with particulars of the claim and other relevant information combine or consolidate all or any of 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 lien on any Gold Security in respect of dues in relation to any other accounts held by me/any of us with the Company.

38. The Company shall have the right to stipulate any other and further terms and conditions that it may deem fit at anytime prior to or after the grant of the Loan, which shall be binding on me/us and the same shall be intimated to me/us in writing. All rights of the Company stipulated herein shall be in addition to the rights, powers and remedies available to the Company under applicable law. The Company reserves the right to retain the photographs and documents submitted with the Application Form and will not return the same to me/us. The Company shall, 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.

39. I/We hereby accept and confirm that I/we have no objection to the Company administering the Loan through third parties including recovery agents. I/We confirm that the Company may, either partly or in full, delegate such of those activities to any third party as it may think fit in the circumstances. Such delegation of work, would include the right and authority to collect on behalf of the Company, the Dues including other rights to send notices, demand, visiting my/our residence/office/business place, take possession of the security or contacting me/us to collect the Dues, giving a valid receipt and granting effectual discharge to me/us and
generally performing all lawful acts as the third parties may consider appropriate for the purposes. For the purpose aforesaid as for any other purpose at the sole discretion of the Company, the Company shall be entitled to disclose to the third party my/our details, the Loan, the Dues and other information for effectively discharging the work assigned to the third party and the I/we hereby consent to such disclosure by the Company.

40. I/We hereby agree that the Company shall have the right to appoint or cause the me/us to appoint, whenever they consider necessary, any chartered accountant/cost accountant or firm of chartered accountants (hereinafter referred to as "**the Auditors**") for carrying out, an audit of the Loan account of me/us in case where there is a suspicion/ indication of wrongdoing or fraudulent activity in respect of the Loan account of me/us or, any specific assignment/s, to examine the financial and/or cost accounting systems and procedures adopted by me/us or as concurrent/ external / internal auditors. I/We shall give full co-operation and provide the necessary assistance to the Auditor/s or firm so appointed by the Company in carrying out its examination and the audit report with respect to the above, shall be furnished to the Company within such time, as may be acceptable to and required by the Company. The costs, charges and expenses including professional fees and travelling and other expenses for such examination, shall be payable by me/us. In the event I/we fail to make such payment, the Company can pay such expenses to the Auditors, and I/we shall be liable to reimburse the Company for the said expenses.

41. I/We understand that, upon occurrence of Event of Default in terms of Clause 32 herein, shall be debarred from raising funds and/ or seeking additional credit facilities from any financial entities regulated by RBI, for a period as prescribed under Applicable Law, from time to time. I/We agree and confirm that the Company shall have the sole discretion to entertain or decline any requests for grant of credit facilities to me/us upon expiry of the said period.

42. I/We understand that in order to raise any grievance which, I/We may have in relation to the Loan in respect of these Terms and Conditions, I/We can access the Company's website https://www.hdbfs.com/customer-support at any point of time for grievance redressal mechanism. If a complaint in respect of a grievance has been received in writing from me/us, the Company shall endeavour to respond to the same in terms of its internal policies and procedures developed based on the directions as may be issued by the relevant regulator from time to time.
Notwithstanding the existence or continuance of such considerations or matters, whether being a valid grievance in terms hereof or otherwise, my/our obligation in respect of the Loan including but not limited to its repayment obligations, shall be absolute, distinct and independent of such considerations or matters, whether being a valid grievance in terms hereof or otherwise.

43. 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.

44. Dispute Resolution

(a) In the event of any dispute, controversy or difference or claim arising directly or indirectly out of or relating to the Loan Facility and/or any of the Facility Documents or any related agreement or other documents or the validity, interpretation, breach or termination thereof or anything done or omitted to be done pursuant thereto or the performance or non-performance of any of the Facility Documents shall be referred to Arbitration, including claims seeking redress or asserting rights under applicable law ("Dispute"), shall be resolved and finally settled in accordance with the provisions of the Arbitration and Conciliation Act, 1996 as may be amended from time to time or its re-enactment (the "Arbitration Act"). The parties hereby consent to a single, consolidated arbitration for all disputes that may at the time exist.

(b) The party invoking the Arbitration (Claimant) shall address a notice/letter ("Arbitration Notice") to the other party wherein the Claimant will inter alia set out the name of three (3) independent arbitrators who shall be either a retired judge of the District Court, High Court or the Supreme Court or a lawyer having minimum 10 years relevant experience of practicing in the legal field and each of whom should be impartial and eligible arbitrators, fulfilling all the criteria of an eligible Arbitrator under section 12 (5) and under Schedule VII of the Arbitration Act. The other party should within 15 (fifteen) days from the date of the Arbitration Notice either (i) convey in writing its approval to pick any one of the arbitrators named by the Claimant in the Arbitration Notice; or (ii) set out in writing the name of three (3) other independent arbitrators who shall be either a retired judge of the District Court, High Court or the Supreme Court or a lawyer having minimum 10 years relevant experience of practicing in the legal field and each of whom should be impartial and eligible arbitrators, fulfilling all the criteria of an eligible Arbitrator under section 12 (5) and under Schedule VII of the Arbitration Act. If the other party names 3 (three) other arbitrators, the Claimant will within [10 (ten)] days of receipt written communication from the other party either (i) convey in writing its approval to pick any one of the arbitrators named by the other party or (ii) communicate that the arbitrator's names by the other party are not acceptable to the Claimant.

(c) If (i) the choice of arbitrators named by either the Claimant or the other party is not acceptable to the other or (ii) either party fails to respond to the other within the stipulated timelines, then the Dispute shall be referred to arbitration in accordance with the provisions of the Arbitration Act, by an arbitrator, appointed from the list of Arbitration Institution mentioned on the website of HDBFS as per the procedures laid down by the selected Arbitration Institution above. Both the parties shall be bound by the arbitrator appointed by the selected Arbitration Institution.

(d) The arbitration proceedings shall be conducted preferably through conventional means or otherwise through online mode. The Dispute shall be settled by Arbitration to be held at the place (if conducted through conventional means) shall be Chennai, India in accordance with the provisions of Arbitration Act and shall be referred to the sole arbitration of the arbitrator as appointed above. The expenses of the arbitration shall be borne in such manner as the arbitrator may determine. In the event of death, refusal, neglect, inability or incapability of the person so appointed to act as an arbitrator by the aforesaid Arbitration Institution then the same Arbitration Institution shall appoint a fresh arbitrator as per the procedures laid down by the Arbitration institution therein.

(e) The arbitration proceedings shall be conducted in English and any documents not in English submitted by any party shall be accompanied by an English translation. Cost and fees borne for arbitration proceedings shall equally pay by the both parties.

(f) The award including interim award/s of the arbitration shall be final, conclusive and binding on all parties concerned. The arbitrator may lay down from time to time the procedure to be followed by him in conducting arbitration proceedings and shall conduct the arbitration proceedings in such manner as he considers appropriate.

(g) 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 at Chennai, India.

(h) Notwithstanding what has been stated in -clauses above, I/We, acknowledge and agree that the Company may, however, in its absolute discretion, commence any legal action or proceedings arising out of this Terms and Conditions against me/us in a court, tribunal or any other appropriate forum situated in any other part of India and I/We 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 I/We irrevocably waive any objection I/we 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.

(i) Subject to applicable law, nothing contained herein shall be construed as extinguishing, limiting or ousting the rights prejudicing any action undertaken by the Company and/ or the remedies of/ available to the Company, if available now or in the future as against me/us 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 the Company 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.

(j) Notwithstanding anything to the contrary contained hereinabove, in the event that the Company, 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 ("**RDDBFI Act**") and to exercise rights/remedies thereunder, I/we, hereby expressly agree and consent that the Company shall be entitled to exercise the rights and remedies available to the Company under the RDDBFI Act including to recover the outstanding amounts/ Dues from me/us , 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 the Company is empowered to exercise rights and powers under the provisions of the RDDBFI Act as aforesaid, the provisions of sub-clauses (a) to (g) above and the agreement to arbitrate as between the Company and me/us, shall, at the option of the Company, cease to have effect.

(k) The provisions of the Clause 43 above and this Clause 44, shall survive the termination of this Terms and Conditions.

45. 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.

46. The Borrower shall not induct a person, into its board of directors or, as a person in charge and responsible for the management of the affairs of the Borrower, whose name appears in the willful defaulters list of RBI or CIBIL or any other list in relation to wilful defaulters under Applicable Law, and take expeditious and effective steps for the removal of such a person, where he/she is already a member of the board of directors or is in charge and responsible for the management of the affairs of the Borrower. Under no circumstances shall HDBFS renew/ enhance/ provide fresh credit facilities or restructure existing facilities provided to such a Borrower so long as the name of its promoter and/or the director(s) and/or the person in charge and responsible for the management of the affairs of the entity remains in the RBI's list of wilful defaulters.

47. Disclosure of Information

(i) I/We accept and understand that as a precondition, relating to grant of the loans/advances/ other non-fund-based credit facilities to me/us, the Company requires my/our consent for the disclosure by the Company of information and data relating me/us, of the credit facility availed of/to be availed, by me/us, obligations assumed/to be assumed, by me/us, in relation thereto and default, if any, committed by me/us, in discharge thereof. I/We consent to the disclosure (including public disclosure) by the Company of, information and data relating to the me/us, of the credit facility availed of/to be availed, by me/us, obligations assumed/to be assumed, by me/us, in relation thereto and default, if any, committed by me/us, in discharge thereof.

(ii) Accordingly, I/We, hereby agree and give consent for the disclosure by the Company of all or any such information and data relating to me/us and any credit facility availed of/to be availed by me/us and default, if any, committed by me/us, in discharge of its obligations, as the Company may deem appropriate and necessary, to disclose and furnish to credit information companies (CICs), Central Repository of Information on Large Credits (CRILC), TransUnion CIBIL Limited and any other credit information company(ies)/ agency authorised in this behalf by RBI and Law Enforcement Agencies (LEA) such as State Police Authorities. I/We waive the privilege of privacy and privity of contract.

(iii) I/We hereby declare and confirm that the information and data furnished by me/us to the Company is true, correct, accurate and complete in all respects and is not misleading in letter or spirit whether by reason of omission to state a material fact or otherwise.

(iv) I/We further give my/our consent to the Company and/or RBI and/ or CICs to:

a) use or process the said information and data disclosed by the Company in the manner as deemed fit by them;

b) disclose or furnish for consideration, the processed information and data or products thereof prepared by them, to banks/financial institutions and other credit grantors or registered users, as may be specified by RBI in this behalf; and

c) disclose any information / documents relating to me/us to any third party including the Company' group companies for promotional purposes or any other purpose as the Company may deem fit.

(v) Personal data protection

a) If I/We provide or have provided to or for the Company, with my/our Personal Data, (where "**Personal Data**" shall have the meaning given to 'personal data' in Section 2(t) of the Digital Personal Data Protection Act, 2023 or such definition as may be amended, revised or replaced under the Digital Personal Data Protection Act, 2023) as required by, pursuant to, or in connection with the Loan, I/We confirm to the Company that (i) I/We, to the extent required by applicable law, have been notified by the Company, the purposes ("**Specified Purposes**") for which data is/will be collected, processed, used or disclosed by the Company or any of its service providers ("**Processing Entities**"); (ii) hereby accept such notice of the Company; and (iii) hereby consent to such collection, processing, use and disclosure of my/our Personal Data by the Company in each case, in accordance with or for such Specified Purposes. For the purposes of this Terms and Conditions, "**Specified Purposes**" shall mean for the purpose of: (i) PAN and voter ID verification service; (ii) Aadhaar masking and liveliness check platform; (iii) bank account validation; (iv) account aggregator; (v) payment gateway service; (vi) e-sign service; (vii) eNACH service; (viii) call centre platform; (ix) lending service provider service; (x) direct sales agent; (xi) insurance digitization platform; (xii) sourcing and lead generation; (xiii) legal service (document verification, stamping, franking); (xiv) credit assessment; (xv) submission of data to CICs for obtaining credit scores; (xvi) fraud detection; (xvii) collections; ; (xix) any communication or verification to be made in relation to the Loan.

b) I/We acknowledge that the Company has agreed to grant the Loan basis the understanding that the Company and the Processing Entities shall be able to process the Personal Data without any interruption or breakage, the nature of the contract, being a loan contract. Subject to applicable L=law, withdrawal of this consent by me/us will not prevent the Company and/or Processing Entities from continuing to process the Personal Data for the Specified Purposes or in accordance with applicable law.

c) Separately I/We acknowledge that the fact that this consent has been requested or I/We am/are giving this consent, does not by itself limit or prejudice any grounds or bases which the Company or any of its Processing Entities may have for processing my/our Personal Data without consent, and this consent is not in derogation of any such other ground or basis and is in addition to any such ground or basis. For clarity, even if this consent is withdrawn, the Company and/or the Processing Entities may continue to process the Personal Data for

performance of the contract in relation to the Loan or for taking any steps pursuant to the contract or for protecting the legitimate interests of the Company pursuant thereto, or when this consent is not the only basis or ground for processing.
d) I/We hereby acknowledge and confirm that all the Specified Purposes are lawful purposes.
e) I/We hereby understand and agree that the processing of Personal Data is necessary for the Specified Purposes.
f) I/We hereby acknowledge and confirm that the consents given or denied under this contract do not limit any other consents obtained or given.
g) I/We hereby confirm that this consent is being given freely by me/us without any pressure, influence or coercion from any other person, and that the consent is a free, specific, informed, unconditional and unambiguous consent.
h) I/We hereby acknowledge and confirm that I/We had requested the notice of the Company and the request for consent to be made available to me/us in English and I/We further acknowledge that I/We have voluntarily chose to give my/our consent in English.
48. In the event the Loan granted by the Company aggregates to INR 5,00,00,000/- (Rupees Five crores only) and above, I/We declare, assure and state that, except as disclosed in the Schedule I hereto, he/ she is not a director (including the Chairman/ Managing Director) or a Senior Officer or a Relative of directors or Senior Officers, of the Company, where the term "**Senior Officer**" shall have the same meaning as assigned to "Senior Management" under section 178 of the Companies Act, 2013. The term "**Relative**" shall have the meaning assigned to it under clause 77 of section 2 of the Companies Act, 2013.
I/We make the above declaration solemnly and sincerely, believing the same to be true and knowing fully well that on the faith and strength the correctness thereof, the Company has agreed to grant the Loan. I/We also agree that it is a condition of the grant of the Loan that if any statement made with reference to the above is found to be untrue or misrepresented at any time, the Company shall be at liberty and be entitled to revoke the Loan at its sole discretion I/we shall be obliged to repay the Dues without any further demur or delay. I/We declare that unless specifically mentioned in the Schedule I, I/We am/are not related to the Company as specified under this Clause 47.
49. At my/our request, the Company may, subject to the Company's discretion, finance the insurance premium of an insurance policy insuring me/us against the risks of death, accidental hospitalization and/or critical illness provided that such insurance policy has been taken out by the Company on behalf of me/us from an insurance company approved by me/us (which choice, I/we confirm, is my/our own, independent and voluntary choice) with a specific instruction and authority by me/us to such insurance company that in case of any loss reported, the loss will be paid to the Company by such insurance company. Such loss amounts received by the Company shall be appropriated by it, in its discretion, against my/our liabilities to the Company to that extent. Further, such insurance premium paid by the Company on my/our behalf shall be added to the principal amount of the Loan granted herein and shall form part of the Loan. I/We shall pay to the Company, the amounts towards insurance premium as mentioned above which may, in the discretion of the Company, be loaded to the installments. The insurance premium being a part of Loan may be disbursed by the Company directly to such insurance company and such disbursement shall be deemed to be disbursement to me/us.
In the event I/we agree for the insurance coverage, all expenses, charges, fees, service tax and other taxes etc. as applicable shall be incurred and paid by me/us.
In the event that the said charges are paid by the Company on my/our behalf, I/we shall reimburse the same to the Company within 24 hours of the Company making a demand.
50. I/We confirm having received, read and fully understood the terms and conditions applicable to this Loan and accept unconditionally hereby any additional terms and conditions that the Company may at any time stipulate upon notice in writing and I/We will be bound by such amended terms and conditions.
51. 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.
52. 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 shall 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 asset out in the appraiser certificate issued by the Company plus 15% (Fifteen per cent) making charges at aforesaid gold rate subject however to the result of investigation inspection or audit in connection with the quality, purity and value of Gold Security 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 Loan under these Terms and Conditions 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.
53. The Borrower confirms that the disbursement of the Loan by the Company to the Borrower pursuant to the execution and submission of these Terms and Conditions 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.
54. I/We hereby acknowledge and confirm that the Loan sanctioned, and/or any amounts disbursed by the Company to the me/us pursuant to the Terms and Conditions 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.
55. The welcome letter and schedule(s) thereto shall form an integral part of this Terms and Conditions.
56. I/We acknowledge and agree that the Company shall be entitled to take any decision or make any determination as contemplated under these Terms and Conditions in such manner as it deems fit.

DECLARATION

Signed and delivered by/for and on behalf of the Borrower in token of and in witness of having read (and/ or being explained to the Borrower in the language understood by the Borrower), verified, understood, irrevocably agreed to, accepted, confirmed and declared all the clauses
viz. 1 to 56 of the 'DECLARATION CUM TERMS AND CONDITIONS OF LOAN COLLATERALIZED BY GOLD' document, Application Form, all contents thereof including all the terms and conditions therein including but not limited to the annualized interest rate, Delayed Installment Payment Charge, appropriation of payments etc. and authenticated accuracy and correctness of the same after duly understanding their impact and the Borrower shall not raise any dispute regarding the same in present or in future and the Borrower shall be bound by the entire all the terms and conditions mentioned and specified therein.

Date:

Place:

Signature of the Borrower

FOR OFFICE USE ONLY

Sourcing					
Branch Code		**SO Code**		**SM Code**	
Sales Promotion Code		**Referral Code**		**DSA Code**	

Channel							
DSA		**MGM**		**Alternate channel**		**Direct Walk in**	
Marketing Campaign		**Tele calling**		**Referral**		**Direct Sales**	

ACKNOWLEDGMENT SLIP

Name of the Applicant					
Date of Application		Location :		Date & Time of receipt	
HDB Contact Person Name		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	