

Declaration cum Terms and Conditions of Loan collateralized by gold

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

1. All particulars/information given in this application form are true and complete and no material information has been suppressed / withheld. I/We acknowledge that HDFC Bank Limited ("the Bank") 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 Bank to carry out such credit checks and at such time as it may deem necessary. The Bank may sanction, at its sole discretion, loan/s of such amount as the Bank may deem fit ("Loan") for such purpose(s) as set out by me/us in the application form or as may be specified by Bank in the sanction letter/s. The quantum of the Loan advanced to me/us shall be dependent on the internal policies of the Bank from time to time. The amount of the Loan will be conveyed to me/us by and under sanction letter/s issued by the Bank. I/We agree to abide by the terms and conditions of the sanction letter. The Loan alongwith interest, compound interest, default interest and such other charges as are/may be payable by me/us to the Bank are hereinafter collectively referred to as "Dues".
2. 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 Bank by depositing the same with the Bank which shall remain deposited with the Bank till any Dues hereunder remain owed by me/us to the Bank. 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, lien or charge against it.
3. In case the value of Gold Security falls lower than the required margin of the Bank 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 hereof and/or to right to sell the Gold Security and/or exercise any other rights or remedies available with the Bank hereunder or under law, I/we shall, within 7 (seven) days of a notice from the Bank in this regard, at the Bank's sole discretion, deposit with the Bank, such additional security, as may be required.

4. I/We agree that the Bank 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 Bank (collectively, "Audit"), at my/our cost at any time till any Dues hereunder remain owed to the Bank by me/us without notice to me/us and without my/our presence, including by opening packets and seals, if any, in which Gold Security is kept. The Bank may in its absolute discretion, use services of and rely on the advise of any expert or valuer or assayer in this regard, and I/we hereby waive any objection I/we may have in that regard. I/We agree that the Bank may at any time require us to procure a guarantee for my/our obligations towards the Bank under the Loan, and I/we hereby consent to our obligations under the Loan being guaranteed by such guarantor(s) as the Bank may require including without limitation by any valuer or assayer.

5. The findings of the Bank 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 the Bank may require pursuant to such Audit. I/We recognize and agree that any failure on my/our part to comply with the directions of the Bank and/or if the Gold Security is found by the Bank to be not genuine or of disputed value, quality or purity, it shall amount to an Event of Default, entitling the Bank to forthwith recall the Loan along with interest and other Dues thereon and also entitling the Bank to enforce the pledge on the Gold Security.

6. This Declaration has been made by me/us irrevocably and unconditionally and shall remain valid and in force till such time as the Bank may determine in its discretion and shall be applicable so as to cover the Loan for the entire tenure thereof 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).

7. The Loan shall be repayable either by way of 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 Bank to the Borrower. 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.

8. 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, I/we shall repay the principal/Loan and pay the other then outstanding Dues to the Bank. The Loan may be renewed from time to time upon my/our request however at the Bank's sole and absolute discretion. I/We may, at any time, request enhancement of the Loan which the Bank may grant me/us at its sole and absolute discretion, subject to

such terms and conditions as the Bank may deem fit to impose, including without limitation the continuation of the pledge over the Gold Security in favour of the Bank and provision of such other security and in such form as the Bank may require and such variations in the rate of interest as the Bank may prescribe as per its policies prevailing at the time of such enhancement.

9. In case the Loan is repayable by way of equated monthly installments, the principal/Loan and the other then outstanding Dues to the Bank, if not demanded earlier by the Bank 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 instalments ("EMI(s)"), for the amounts and on the due dates as set out in the sanction letter(s). Provided that the Bank 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 Bank necessitates a recomputation/ modification of the same. In the event of any such modification, I/we agree and undertake to issue fresh PDCs, cheques, standing instructions or debit authorisations, as the case may be, as the Bank may require. 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 Bank 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.

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

11. I/We agree that the Loan may be prepaid, in whole or in part, by me/us by making a request to the Bank and upon the Bank confirming the same to me/us, which the Bank 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 Bank, which prepayment and/or part payment charges may be applied and collected by the Bank as the Bank 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, the EMI amounts shall continue to be the same as far as possible, with a proportionate reduction in the number of EMIs, unless the Bank decides otherwise.

12. Without prejudice to any other rights that the Bank 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 interest at such rate as may be prescribed by the Bank till the date of full payment on the Dues including the Loan plus the interest except on the default interest 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.

13. 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 or attempted enforcement of the security created to secure the Dues. I/We hereby authorise the Bank to debit my/our account(s) kept with Bank towards any charges / servicing the Loan and other Dues and upon my/our failure to meet any shortfall in case the value of Gold Security falling lower than the required margin of the Bank as applicable from time to time within 7 working days from the date of postage of notice from the Bank in this regard.

14. The Bank may obtain post dated cheques ("PDCs") from me/us to enable the payment/repayment of the Dues.

15. I/We shall deposit with the Bank, such number of duly signed PDCs with the Bank named as the payee therein, as the Bank may in its absolute discretion require enabling the payment/repayment of the Dues. I/We agree that the said PDCs are to be used towards my/our legal liability to the Bank pursuant to this Loan. I/We further agree, acknowledge and confirm that the said PDCs are intended to be used by the Bank to recover my/our Dues to the Bank at any time as the Bank may consider fit and proper and hereby unconditionally and irrevocably authorise the Bank for the said purpose. On the applicable due date the Bank shall have, in its discretion, unconditional and irrevocable authority and powers, as hereby given in favour of the Bank, to deposit the same towards payment/ repayment of the Dues. I/We hereby confirm that I/we will ensure that sufficient funds are available in the account to which the said PDCs relate to enable the Bank to present the same and recover the Dues. I/We hereby confirm that I/we are aware of the fact that any dishonour of any cheque so issued by me/us and presented by the Bank for payment would constitute an offence under Section 138 of the Negotiable Instruments Act, 1881 and the Bank may take such action against me/us as may be advised. Prior to the said PDCs issued by me/us pursuant to this Clause being exhausted, I/We shall issue fresh cheques to the Bank, irrespective of whether being called upon by the Bank to do so, and the said instruments would be governed by the provisions hereof.

16. I/We hereby give power and authority to the Bank in the following terms:

(i) I/We doth hereby irrevocably nominate, constitute and appoint the Bank acting through any of its officers, agents as their true and lawful attorney for the Bank on their behalf and their cost and risk to do, execute and perform 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 Bank 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 other person/s in place of such attorney/s as Bank may from time to time think fit.

a) These irrevocable grants of powers by me/us to the Bank are for consideration coupled with interest and for that purpose and extent shall be governed by Section 202 of the Indian Contract Act, 1882.

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

c) I/We confirm that the authority and powers hereby given to the Bank 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 Bank and not to take any steps, which in any way are likely to affect the payment thereunder to the Bank.

17. I/We hereby undertake to honour all the PDCs when presented for payment by the Bank and not to take any steps, which in any way are likely to affect the payment thereunder to the Bank including without limitation issue any stop payment instructions. Further, the prior written consent of the Bank shall be required by me/us for changing the authorised signatories for my/our relevant bank account(s) and/or for changing 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 Bank is not able to deposit any cheque in clearing, or if otherwise so required by the Bank, I/we agree to forthwith give replacement cheque(s) to the Bank . The Bank 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 Bank in terms hereof) for any reasons whatsoever.

18. I/We hereby authorize the Bank to carry out the Real Time Gross Settlement ("RTGS") / National Electronic Fund Transfer ("NEFT") transaction as per details mentioned in the application. I/We understand that RTGS / NEFT request is subject to the RBI regulations and guidelines governing the same.

19. I/We agree that any 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 amount/principal, in whole or part, shall be made by me/us through such modes as the Bank 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 the official website of the Bank, mobile platforms, mobile banking and interactive voice response pursuant to calls made by authorized officials of the Bank or to the phone numbers specified by the Bank, and subject to such further terms and conditions in this regard as may be communicated to me/us by the Bank. I/We fully understand and agree that the Bank shall in no manner be responsible for the consequences of any disclosure on my/our part of any personal and/or loan details to any unauthorized personnel falsely representing himself/herself as being in any manner connected to the Bank, and all risks in this regard shall lie with me/us.

20. Without prejudice to the generality of the aforesaid, as far as ECS/SI/PDC modes are concerned, I/we shall execute such mandate to such bank with which I/we have an account for the purposes of ECS or execute such mandate with the Bank itself for the purposes of SI/PDC as the Bank may require; I/we shall get such ECS mandate accepted by such bank in relation to such account; I/we shall at all times maintain sufficient balance in such account for the purposes of payment of the Dues and periodic payment of interest; and I/we confirm that such account, the bank and the form and manner of the said mandate and execution and acceptance thereof shall be as may be required by the Bank and to the complete satisfaction of the Bank. I/We agree and confirm that, in case of ECS, forthwith upon the Bank issuing instructions to the bank to which the ECS mandate is given by me/us, the said bank shall transfer a sum equivalent to the Dues (as communicated by the Bank) or as the case may be equivalent to the interest amount due from me/us (as communicated by the Bank) to the account specified by the Bank in this regard. In case of SI/PDC, I/we hereby irrevocably authorize the Bank to debit from my/our designated account held by me/us with the Bank such sums towards the Dues or as the case may be interest (as communicated by the Bank) on the respective due date(s). I/We agree that I/we shall be solely and fully liable and responsible for all risks associated with the aforesaid modes of payment and for ensuring that adequate security measures are taken while using any of the aforesaid modes of payment; I/we agree and acknowledge that the Bank shall not in any way be 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 alongwith all Dues to the Bank, withdraw, revoke or vary

(except with the express consent in writing of the Bank) any such ECS and/or SI mandate/instructions and/or PDCs or any other instrument/mode of payment issued by me/us as aforesaid.

21. 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, 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/sanction letter(s) and the Loan will not be used for any other purpose including any speculative or anti-social purpose, or for the purchase of gold or investment in speculation of gold.

(d) All declarations made by me/us including the declaration on relationship with other bank(s)/the financing Bank 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 Bank. and

(f) I/We confirm(s) the Bank 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 Bank may conduct in its discretion from time to time.

22. The Bank 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 Bank.

23. 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 Bank and further enable the Bank 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 representations, 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.
- (c) In case the Loan is to be repaid by way of bullet repayment, if the Loan is not repaid alongwith all outstanding Dues on the date of maturity or earlier recall of the Loan by the Bank.
- (d) In case the Loan is to be repaid by way of EMIs, if I/we fail to pay any EMI or any other Dues on its due date or when demanded by the Bank.
- (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 Bank.
- (g) If the value of the said Gold Security falls lower than the required margin of the Bank 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 Bank 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 Bank 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 Bank, there is any withdrawal, revocation or variance/modification (except with the express consent in writing of the Bank) 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 Bank, to create any charge, lien, mortgage or any other encumbrance over the Gold Security.
- (m) If I/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 Bank in terms and conditions hereof is dishonoured for any reason whatsoever on presentation.

(o) If any instructions are given by me/us for stop payment of any PDC deposited by me/us with the Bank, for any reason whatsoever.

24. Upon the occurrence of an Event of Default, without prejudice to any other rights that the Bank may have under applicable law or otherwise, the Bank shall be entitled to sell by private treaty 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 Bank 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 purposes of Section 176 of the Contract, 1872. The proceeds so realized from the sale of the Gold Security shall at the Bank'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 Bank may (without prejudice to the right of the Bank 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 Bank 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 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 Bank to disclose (without adding any obligation on the Bank to do so), without notice to me/any of us, my/our name(s), default details, loan, interest details, Gold Security details, information furnished by me/us in application form(s) / related documents executed / to be executed in relation to the facilities availed from the Bank, to public at large or such persons as may be deemed fit by Bank for the purposes of auction, enforcement or sale of Gold Security etc. I/We waive the privilege of privacy and privity of contract.

25. I/We agree that any notice (including notice of sale of Gold Security) be addressed at my/our address mentioned in the application form and may be sent via: (a) Registered AD; (b) hand delivered; or (c) sent via email to the email address mentioned in the application form; (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 case of delivery by Registered AD or any other mode of postal service, on the expiry of the 4th day of such posting and in case of delivery by hand or by courier on the date on which it is delivered, if given or made by email, upon receipt of mail delivery report confirming receipt by the Bank, if given 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 modes specified in this Clause 25, whichever is the

earliest. I/We hereby undertake to keep the Bank informed at all times in writing of any change in my/our mailing address, email id, phone and mobile number(s) and to obtain Bank's written acknowledgement on the intimation given to Bank for any such change. Any notice as aforesaid by the Bank to me/us to any of the aforesaid address, email id, phone and mobile number(s), shall be valid and due notice by the Bank to me/us and 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 Bank 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 addresses 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 the Bank in writing with acknowledgement thereon of the Bank obtained prior to any such notice by Bank. 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 number(s) as provided by me/us in the application form (and as may be communicated in writing by me/us to Bank in case of change as aforesaid with Bank's acknowledgement thereon obtained) are/shall be fully correct and proper and in case any of them turn out to be incorrect or improper, I/we agree that I/we shall be solely and absolutely liable for the same and the consequences arising therefrom including for consequences of non-delivery of any notice/communication addressed to me/us by the Bank at the aforesaid mailing address, email id, phone or mobile number(s).

26. 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 Bank to the complete satisfaction of the Bank and only after a notice given thereafter by me/us to the Bank of at least [7] working days (being days on which the Bank is working) from the date of such final payment. The Bank 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 Bank 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 Bank shall upon release to either of the co-borrowers of the Gold Security or any part thereof be discharged from any and all liabilities in that regard. Upon failure on my/our part to collect the Gold Security from the Bank within [7] working days as aforesaid, the Bank shall charge service charges at such rate as shall be specified by the Bank in the sanction letter or otherwise, for each day after the 7th working day on which the Gold Security continues to be kept with the Bank and once such service charges become applicable due to my/our failure to collect the Gold Security from the Bank within the stipulated time, the Bank shall release the Gold Security only upon payment by me/us of the service charges to the Bank in full. However, in case of any failure on my/our part to so collect the Gold Security for a period of 3 months from the date of closure of the Loan, the Bank shall have the right to

sell or otherwise dispose off the Gold Security for the purposes of recovering the service charges due from me/us to the Bank on account of such failure on my/our part; and in case there is any balance remaining post the appropriation of the sale proceeds towards the service charges due from me/us, the Bank may send the same via demand draft or pay order to my/our address as set out in the application form.

27. In addition to any general lien or similar right to which the Bank as bankers may be entitled by law, practice, custom or otherwise, the Bank 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 Bank and set off or transfer any sum or sums standing to the credit of any one or more of such accounts in or towards satisfaction of any of my/our liabilities to the Bank on any other account or in any other respect, whether such liabilities be actual or contingent, primary or collateral and several or joint. The Bank may also exercise lien on any Gold Security in respect of Dues in relation to any other account/s held by me/ any of us with the Bank.

28. The Bank shall have the right to stipulate any other and further terms and conditions that it may deem fit at any time prior to or after the grant of the Loan, which shall be binding on me/us. All rights of the Bank stipulated herein shall be in addition to the rights, powers and remedies available to the Bank under law. The Bank reserves the right to retain the photographs and documents submitted with this application and will not return the same to me/us. The Bank 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 Bank 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 Bank may decide. Any such assignment 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 Bank.

29. All disputes arising out of and/or relating to the Loan and this document including any collateral document shall be subject to the exclusive jurisdiction of the Courts/Tribunals of the city in which the branch of the Bank granting the Loan is situated. Provided however that if any dispute arising is below the pecuniary jurisdiction limit of the Debt Recovery Tribunals established under Recovery of Debts Due to Banks and Financial Institutions Act, 1993 (51 of 1993), then such dispute shall be referred to arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996 as may be amended, or its re-enactment, by a sole arbitrator, appointed by the Bank. The costs of such arbitration shall be borne by the losing party or otherwise as determined in the arbitration award. If a party is required to enforce an arbitral award by legal action of any kind, the party against whom such legal action is taken shall pay all reasonable costs and expenses and attorney's fees, including any cost of additional litigation or arbitration taken by the party seeking to enforce the award.

30. I/We understand that the sanction of this Loan is at the discretion of the Bank and upon my/our executing necessary documents, creating necessary security and completing other formalities as required by the Bank. I/We authorise the Bank to conduct such credit checks as it considers necessary in its sole discretion and also authorise the Bank 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 Bank to make any enquiries with any other finance company / bank / registered credit bureau regarding my/our credit history with them and also authorise Bank to provide details of my/our credit history to any other bank / finance company / registered credit bureau.

31. The Bank 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 Bank to disclose, without notice to me/any of us, information relating to me/us, the Loan, facility, security, defaults, obligations assumed by me/us, as also any information furnished by me/us in application form(s) / related documents executed / to be executed in relation to the facilities availed from the Bank, to CIBIL, RBI, the Bank's other branches / Subsidiaries / affiliates / Credit bureau / Rating Agencies, Service Providers, other banks / financial 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.

32. 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 Bank may at any time stipulate and I/we will be bound by such amended terms and conditions.

33. 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 Bank shall be a deemed confirmation, agreement and declaration on my/our part that these terms and conditions shall apply to the Loan disbursed / sanctioned. I / We understand and agree that there will be a service tax applicable on all such charges which are in nature of fees.

NOMINATION

Nomination in respect of Gold Security pledged and in the custody of Bank. 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 Bank, particulars whereof are given below , may be returned by the Bank 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 Bank against payment of all outstanding to the Bank to the exclusion of all other persons. I/We further confirm that on such return the Bank shall stand released and discharged.

Name of the Borrower (s) : _____
Place : _____
Date : _____
Signature of the Borrower (s) : _____

References

Please provide 2 references :

1. Name : _____ Tel.No. _____ MobileNo. _____ email Id. _____

2. Name : _____ Tel.No. _____ MobileNo. _____ email Id. _____