



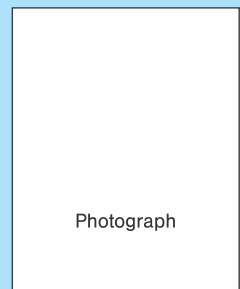
PERSONAL DETAILS

Borrower Co-Borrower

Mr. Mrs. Ms. Dr. (First Name) (Middle Name) (Last Name)

Borrower Name: _____
Maiden Name: _____
Father Name: _____
Mother Name: _____
Address: _____
Correspondence (R) _____
Landmark _____
City _____ District _____ State _____ Country _____ PIN _____
Permanent: (R) _____
City _____ PIN _____ State _____
Office Address _____
City _____ PIN _____ State _____
Tel No.: STD Code _____ (R1) _____ (O) _____ Ext. _____
Mobile No.: _____ Alt. Mobile No.: _____ E-mail _____
Date of Birth / Incorporation DDMMYYYY Gender M F Transgender Status Single Married Others _____ Disability Y N
PAN No.: _____ Voter ID.: _____ Aadhaar No.: XXXXX XXXXX Exp Date DDMMYYYY Passport No. _____ Exp Date DDMMYYYY
Job card issued by NREGA _____ Letter issued by the National Population Register _____
Religion Hindu Christian Muslim Jain Sikh Buddhist Jew Parsi Others _____ SC ST OBC Minority Others _____
Nationality Indian Other _____
Residential Status Resident Non-Resident Foreign National Person of Indian Origin

Constitution:	<input type="checkbox"/> Individual <input type="checkbox"/> HUF <input type="checkbox"/> Pvt Ltd Co. <input type="checkbox"/> Partnership Firm/LLP <input type="checkbox"/> Proprietary Concern <input type="checkbox"/> Others _____
Occupation	<input type="checkbox"/> Salaried <input type="checkbox"/> Self Employed
Salaried - Industry/Job Type	<input type="checkbox"/> Pvt Ltd Co. <input type="checkbox"/> Public Ltd <input type="checkbox"/> Govt. <input type="checkbox"/> Medical <input type="checkbox"/> Banking <input type="checkbox"/> MNC <input type="checkbox"/> Financial Services <input type="checkbox"/> Teaching <input type="checkbox"/> Defence <input type="checkbox"/> Police <input type="checkbox"/> Media <input type="checkbox"/> Pensioner <input type="checkbox"/> NBFC <input type="checkbox"/> PSU <input type="checkbox"/> Other _____
Self-Employed - Industry Type	<input type="checkbox"/> Agri Based <input type="checkbox"/> Trader <input type="checkbox"/> Builder <input type="checkbox"/> House Wife <input type="checkbox"/> Service Provider <input type="checkbox"/> Manufacturing <input type="checkbox"/> Home Based Business <input type="checkbox"/> Wholesale / Retailers <input type="checkbox"/> Others _____
Self-Employed - Professionals	<input type="checkbox"/> Doctor <input type="checkbox"/> CA <input type="checkbox"/> Consultant <input type="checkbox"/> Architech <input type="checkbox"/> Others _____



Net Annual Income : Rs _____ CKYC Number _____

Do you Bank with HDFC Bank? (Tick One) Y N Please provide the Customer ID _____

PURPOSE OF LOAN (Tick one)

Agriculture Land development Purchase of seeds Plantation expenses
 Payment of labor expenses incurred in cultivation of land Purchase of agricultural equipment like pump sets, sprayers, dairy animals etc Fencing of agricultural land/livestock

Land holding: _____ Acres at: _____
Details of poultry / dairy / fishery : _____

Business Expansion Business Description _____
Employees # _____ Years in Business _____ Original Investment in Plant & Machinery/Equipment (in lacs) Rs. _____

Repay loans to informal sector Name of Lender _____ Rate of Interest of Loan _____% p.a.

Education Institution Name / Course Name _____

Home Purchase Name of Builder _____
Cost of House 0-10 lacs 11-20 lacs 21-50 lacs > 50 lacs

Home Renovation Medical Expenses Travel Expenses

LOAN DETAILS

Term Loan Overdraft

Loan Amount (Rs.) _____

Tenor (Months): _____ ROI (% p.a) _____ Processing Fee _____ Part/Prepayment Fee _____ for _____ (Months) Valuation Fee (Rs.) _____

Interest Repayment Mode: Standing Instruction: 1st 4th 7th Front Ended Rear Ended ECS EMI

Mode of Disbursement Cash / DD RTGS / NEFT A/C Credit A/C No. _____

IFSC Code: _____ Bank Name _____ A/C Name: _____

T&C :- i) I/We hereby authorize HDFC Bank to carry out the RTGS/NEFT transaction as per details mentioned above. ii) I/We understand that RTGS/NEFT request is subject to the RBI regulations and guidelines governing the same. iii) I/We hereby agree that aforesaid details including IFSC code and the beneficiary account are correct. I/We further acknowledge that HDFC bank accepts no liability for any consequences arising out of erroneous details provided by me/us.

<input type="checkbox"/> Relationship with Other bank	Applicant is a director of any Bank or is a Firm in which any director is interested as partner / guarantor or is a relative of directors of other banks or is a firm in which relatives of directors are interested as partner or director.	Nature of Relationship:
<input type="checkbox"/> Relationship with Financing bank	Applicant is a Director / Sr. Officer / relative of director or Sr. Officer of the Bank.	

I/We understand that the Overdraft facility shall be for initial tenor of 12 months from the date of the first disbursement of the Loan or the date of first sanction of the Loan, as the case may be and renewed from time to time at the Bank's sole and absolute discretion for such further periods upto the maximum of 36 months from the date of the first disbursement of the Loan or the date of first sanction of the Loan, as the case may be, and on such terms and conditions as may be specified by the bank. iv) All fixed rate loans up-to Rs 50 lacs, availed by Micro and Small Enterprises, will not be charged with foreclosure and Prepayment charges provided the same has been closed/part paid from own source of funds.

Do not sign this form if it is BLANK, Please ensure all relevant sections and columns are completely filled to your satisfaction and then only sign the form

I consent / do not consent to receive information / services etc. for Marketing purposes through Telephone/Mobile/SMS/Emails by the Bank/its agent. I confirm that, I have read and understood the Declaration, and that 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 office/corporates/employees) will be accepted for registration of "Do not Call". I am aware that post registration, I may receive a call from the Bank to verify the correctness of the request for registration. I authorize HDFC Bank to disclose, from time to time any information relating to my Loan Againsts Gold Jewellery relationship to any parent, subsidiary, affiliate and associate of HDFC Bank, and to third parties engaged by HDFC Bank, for purpose such as marketing of services.

Signature of Borrower

I/We confirm that I/We do not have any existing customer ID or customer ID apart from the one mentioned above, and in case found otherwise, Bank reserves the right to consolidate the customer IDs under a single customer ID as it may decide, without any prior notice to me/us.

Customer Signed in my presence
Branch Manager / PBA

SOURCE DETAILS FOR OFFICE USE ONLY

Transaction Type Fresh Renewal Topup

Product:- Agri PSL-Other Gold OD Sovereign Gold Bond KGC Swarna Others _____

Br. Type:- Prime FI-BE Fulfilment Br. Code Source Br. Code

Credit Program Managed Non- Managed New to Bank (NTB) External

GL SM Code _____ SE Code _____ SO Code: _____ DSA Code _____

Product Code _____ LTS No _____ Sales Promotion Code _____

KYC Verification Carried Out by (For office Use Only)

EMP. Code EMP. Name _____

EMP. Designation _____ EMP. Branch _____

Date Employee Signature & Bank Stamp _____

Thumb Impression or Vernacular Language Declaration

I have understood the entire agreement constituting all clauses including the "Declaration cum Terms and Conditions of Loan Collateralized by Gold", which has been filled in my presence. I shall be bound to all the conditions including the details stated in the agreement. The legal documents have been explained to me in the language understood by me and I have understood the entire meaning of the various clauses stated in the legal documents. I have affixed my thumb impression/signed in vernacular language after understanding the contents of the legal documents.

The contents of this document have been read and translated to Mr/Ms. _____ (name of the borrower) in _____ (regional language to be captured), being the language known by him/her & he/she has understood the same & affixed his/her thumb impression / signature in vernacular language to this documents.

Explained by me & Executed in my presence	Understood by me	Executed in my presence
Signature _____	Signature _____	Signature _____
Name _____	Thumb impression _____ <small>Male - Left, Female- Right</small>	Name of GLO _____
Address _____	Name of borrower _____	Emp. Code _____

Place _____	Date _____	

Politically Exposed Person (PEP)Declaration

Politically Exposed Person are individuals who are or have been entrusted with prominent public function in India or in foreign country, e.g. Heads of States or of Governments, senior government / judicial / military officers, senior executives of state-owned corporations important political party officials, etc.

Please tick Yes / No: 1st Applicant PEP/Relatives and close Associate of PEP Yes NO
Co Applicant PEP or Relatives and close Associate of PEP Yes NO

Declaration on submission of Chain with Black Beads for Gold Loan

I, hereby confirm that I have availed Gold Loan against Chain with black beads & other jewellery items and this has been submitted with my consent. In case of any default against the extended loan I authorize the bank to auction Chain with black beads along with other jewellery as per the terms and conditions mentioned and I do not have any objection to the same.

Borrower Name: _____ Signature: _____

Declaration on Pledging Broken Jewellery

I, hereby declare and confirm that the gold ornaments provided for availing the loan from the bank is in broken state and request the bank to accept the same. I further declare that the bank will not be responsible for any further damage to these ornament/s in future, if any.
Broken Jewellery Items.

1. _____ 2. _____ 3. _____

Borrower Name _____ Signature _____

MSME Declaration

I, Proprietor / Individual of M/s. _____ declare that, M/s. _____ is engaged into business of Manufacturing / Trading / Services of _____. The original cost / investment (Gross Block) of plant and Machinery / equipment used to run the business was Rs. _____ (approximately)

The Turnover of my business is Rs. _____. Declaration has been given on behest of the bank for PSL Classification.

Borrower Name : _____ Signature : _____

the monies in relation to any other facility of the Bank; (b) any breach by the Borrower(s) of any of the provisions of any of the agreements or contracts with any other person or lender including default in repayment of any other facility or loans, or invocation by any person of any guarantee given by the Borrower to any such person; (c) any misrepresentations or misstatement or fraud by the Borrower(s) in the Application or otherwise including in relation to the quality and quantity of the Gold Security; or (d) if the value of the 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 potential) 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; (e) if it is discovered that there is any collusion between the assayer and the Borrower(s) resulting in a fraudulent or erroneous valuation of the Gold Security or in case the Bank has a reasonable suspicion in this regard; (f) if there is any withdrawal, revocation or variance/modification, stop payment instruction (except with the express consent in writing of the Bank) or dishonour of any NACH/ECS and/or SI mandate or any other payment instructions/mandates and/or PDC's or any other instrument/mode of payment; (g) An attempt by the Borrower(s), without prior written consent of the Bank, to create any charge, lien, mortgage or any other encumbrance over the Gold Security; (h) occurrence of any circumstance or event which adversely affects Borrower's ability/capacity to pay/repay the Outstanding Balance or any part thereof or the obligation of the Borrower(s) to pay the Outstanding Balance, execution of other process against the Borrower(s)/its assets or any of the Security is threatened, enforced or levied upon by any person; or (j) fall, reduction or decrease, in the opinion of the Bank, in value of any Security lower than the value required by the Bank; (k) the event of death, divorce, insolvency, liquidation, failure in business, commission of an act of bankruptcy of the Borrower(s) or any steps or filing of an application towards the same or change or termination of employment/profession/business for any reason whatsoever.

16.2 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 take any of the following steps or actions, whether simultaneously, concurrently or otherwise in its sole discretion and with or without intervention of the court/tribunal/arbitration:

- sell, transfer, dispose-off without intervention of court/tribunal/arbitration, by private treaty or public auction or otherwise, the Gold Security after the Borrower(s) a notice of (seven) days provided that in case of sudden or rapid or steady drop or anticipated drop of prices of gold due to any macro-economic or industry situation or any other factors affecting the market, the said notice period of 7 (seven) days shall be curtailed to 2 (two) days. The Borrower(s) agree that the aforesaid notice periods are reasonable period for the purposes of Section 176 of the Indian Contract Act, 1872. In case the proceeds realized are insufficient to meet the entire amount of Outstanding Balance of the Bank, the Bank may take such other further actions as it may deem necessary to realize the balance amount from the Borrower(s). 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 the Borrower(s) and/or other persons at any time at the Bank's discretion, whether prior to or simultaneously or subsequent to other remedies including sale/enforcement of Gold Security.
- declare the entire Outstanding Balance for the Loan (at the sole discretion of the Bank) and all of the obligations of the Borrower(s) to the Bank thereunder, to have become due and payable by the Borrower(s) to Bank forthwith thereupon, in which event the Borrower(s) shall be liable to forthwith pay to the Bank the entire Outstanding Balance for such Loan;
- to enforce the Security or any part thereof, including by selling, transferring or disposing off the assets/ some or any part thereof either by means of private treaty or public auction or otherwise, at the sole discretion of the Bank, with or without the intervention of any court/tribunal.
- to exercise, initiate and pursue any action, rights, notices, remedies, any proceedings (including litigation), whether civil, criminal or otherwise in nature, and including for recovery of the Outstanding Balance.
- without notice to and without consent from any of the Borrowers, to appoint any receiver, agent, manager or other person to exercise all or any of the above and other powers and rights vested in the Bank and/or as available to it in the law, who shall be deemed to be the agent of the Borrower(s), including for or in relation to perfection, preservation, valuation, enforcement of Security, possession, sale, auction, private treaties of secured assets, etc. The Bank shall not be liable for and in respect of any acts, defaults, negligence or mistakes (whether arising in the usual course of business or otherwise) of any such receiver, agent, manager or other person and the same and all losses, damages, claims, demands, suits, proceedings, costs, charges, expenses and taxes sustained or made in respect thereof, shall be the sole liability and responsibility of the Borrower(s).
- Notwithstanding anything to the contrary in this document or any other document/arrangement: (i) In respect of all and any of the Borrower's, its affiliates, group entities, parent entities, associate entities, subsidiaries (collectively "Borrower Group Entities"), present and future liabilities to the Bank, its affiliates, group entities, associate entities, parent entities, subsidiaries, any of their branches (collectively "Bank Parties"), whether under this Loan or Declaration or Sanction Letter or under any other obligation/loan/facilities/borrowings/document, whether such liabilities are/ be crystallised, actual or contingent, primary or collateral or several or jointly with others, whether in same currency or different currencies, whether as principal debtor and/or as guarantor and/or otherwise howsoever (collectively "Liabilities"), each of the Bank and the Bank Parties shall in addition to any general lien or similar right (to which any of them may be entitled by law, practice, custom or otherwise) have a specific and special lien on all the Borrower's and/or Borrower Group Entities' present and future deposits, stocks, shares, securities, property, assets, security interest, book debts, all moneys in all accounts whether current or other deposits, loan accounts, held with or under control of or deposited with or to the order of or in custody, legal or constructive, with the Bank and/or any Bank Parties, now or in future, whether in same or different capacity of the Borrower(s)/any of the Borrower Group Entities, and whether singly, severally or jointly with others, whether for any borrowing, financial relationship, safe custody, collection, or any other purpose, or otherwise, whether in same currency or different currencies, and together with all benefits and accrual thereon. (ii) Separately, each of the Bank and the Bank Parties shall have the specific and express right, without notice to and without consent of the Borrower(s) or any of the Borrower Group Entities, to set-off, transfer, sell, realize, adjust, appropriate all such amounts in all such accounts and deposits (whether prematurely or upon maturity as per the Bank's discretion), securities, amounts, property, etc. as aforesaid (including benefits and accruals thereon), for the purpose of realizing or against any of dues or monies/liabilities outstanding in respect of any of the Liabilities whether ear-marked for any particular Liability or not, to combine and/or consolidate all or any of accounts of any of the Borrower(s) and the Borrower Group Entities including with different branches or different Bank Parties and set-off any such monies and/or assets, securities, amounts, property, etc. as aforesaid (including benefits

and accruals thereon), whether such accounts are of same type or nature or not and whether held in same capacity or not including upon happening of any of the events of default mentioned in any of the documents pertaining to the respective Liabilities or upon any default in payment of any part of any of the Liabilities. (iii) The Bank and the Bank Parties shall be deemed to have and hold and continue to have first charge on any assets including any deposit on which Security has been/ will be created in respect of the Loan, as security also for any of the other Liabilities and all the rights and powers vested in the Bank in terms of any security or charge created for the Loan shall be available to the Bank and the Bank Parties also in respect of such other Liabilities, irrespective of the fact whether the Loan is at any time outstanding, repaid or satisfied or not and even after the Loan has been repaid or pre-paid. (iv) The Bank and the Bank Parties shall be deemed to have and hold and continue to have first charge on any assets including any deposit on which security has been/ will be created in respect of any Liabilities other than the Loan, as security also for the Loan and Outstanding Balance thereunder; and all the rights and powers vested in the Bank in terms of any such security or charge created for such other Liabilities shall be available to the Bank and/or the Bank Parties also in respect of the Loan and the Outstanding Balance, irrespective of the fact whether any such Liabilities and/or the Loan is/are at any time outstanding, repaid or satisfied or not and even after such Liabilities and/or the Loan has/ have been repaid or prepaid. (v) If any of the Borrower Group Entities shall be liable to the Bank and the Bank Parties for any of the debts, monies, securities and assets placed with the Bank, the Bank shall be entitled to exercise its rights of lien and set-off in respect of the same and be required to provide to such third party only such deposits, monies, assets and securities placed with the Bank as would be available after setting aside deposits, monies, assets and securities, etc. towards the said dues (Liabilities) of the Bank whether any part of or all of the said dues are by then due, crystallised or not and whether actual or contingent.

- The Bank shall at any time, without any consent of or notice to the Borrower(s) be entitled to securitize, sell, assign, discount or transfer all or any part of the Bank's rights and obligations under the Loan, Security, this document or any other document, to any person(s) and in such manner and on such terms as the Bank may decide. The Borrower(s) shall not be entitled to directly or indirectly assign or in any manner transfer, whether in whole or part, any rights, the benefit or obligation under the Loan, Security, this/other document.
- The Bank shall be entitled at its discretion to engage/ avail of, at the risk and cost of the Borrower(s), services of any person/third party service provider/agent/agency, for anything required to be done for/ in relation to/ pursuant to the Loan, Security including collections, recovery of dues, enforcement of Security, getting or verifying any information of the Borrower(s)/ assets, and any necessary or incidental lawful acts/ deeds/ matters and things connected thereto, as the Bank may deem fit.
- The Bank shall have the right to not return the Application, the photographs, information and documents submitted by the Borrower(s). The Bank shall, without notice to or without the consent of the Borrower(s), be absolutely entitled and have full right, power and authority to make disclosure of any information relating to Borrower(s) including personal information, details in relation to documents, Loan, defaults, security, obligations of Borrower(s), to the credit information companies, information utilities and any other governmental regulatory/statutory or private agency/entity, credit bureau, RBI, the Bank's other branches/subsidiaries/ affiliates / rating agencies, service providers, other banks / financial institutions, any third parties, any assignees/ potential assignees or transferees, who may need the information and may process the information, publish in such manner and through such medium as may be deemed necessary by the publisher/ Bank/ RBI, including publishing the name as part of the publisher's list from the Application, the photographs, information and documents submitted by the Borrower(s), for or for other related purposes. The Bank shall have the right, without notice to or without any consent of the Borrower(s), to approach, make enquiries, obtain information, from any person including other banks/finance entities/credit bureaus, credit information companies, information utilities, Borrower's employer/family members, any other person related to the Borrower(s), to obtain any information for assessing track record, credit risk, or for establishing contact with the Borrower(s) or for the purpose of recovery of dues from the Borrower. Without prejudice to the generality of the above, the Borrower(s) authorise and give consent to the Bank to disclose (without adding any obligation on the Bank to do so), without notice to the Borrower(s), his name, default details, loan, interest details, Gold Security details, information furnished by him in Application / related documents to be executed in relation to the Loan, Security, this document from the Bank, to public at large or such person as may be deemed fit by Bank for the purposes of auction, enforcement or sale of Gold Security etc.
- The Borrower(s) shall indemnify and keep indemnified the Bank and its officers, directors, employees, agents, consultants and other representatives, successors and assigns ("Indemnified Parties") against all actions, suits, proceedings and all costs, charges, expenses, losses and damages which may be incurred or suffered by any of the Indemnified Parties by reason of any false or misleading information given by the Borrower(s) to the Bank herein or any breach/default /contravention/non-observance/non-performance by the Borrower(s) of any terms, conditions, agreements and provisions herein or any other documents and/or any claim or demand or action by any person or authority for anything arising due to or pursuant to or in connection with the Bank entering into these transactions and/or any acts, defaults, negligence or mistakes (whether arising in the usual course of business or otherwise) of any receiver, agent, manager or other person appointed in accordance with the provisions of the Declaration. The Bank shall be entitled to include any amount payable by the Borrower(s) under this clause in the Outstanding Balance due being the subject matter of the Declaration.
- Any notice or communication (collectively, "Notice") to be given hereunder to any party shall be in writing, and shall be given by hand delivery or mail, post or courier to the party to which it is given at (i) Borrower's address mentioned in the Application hereto, in case the notice is to the Borrower(s); and (ii) Lending office address of the Bank in case the notice is to the Bank (iii) or at such other address as such party shall have designated by prior Notice to the party giving such Notice. Provided that in case of the Notice to the Borrower(s), the Bank may also send the same to any of the last known addresses of the Borrower(s) as per the Bank's records. Provided further

that any Notice to the Bank, to be valid, must also be additionally sent to the Bank's then registered office address as available on the Bank's website. Provided also that any Notice/communications by the Bank to the Borrower(s) may also be given/sent to the Borrower(s) by the Bank by way of e-mail/sms to the email id/mobile number of the Borrower(s) mentioned in the Application hereto, as the case may be, or as per records of the Bank, or by way of other electronic instructions/modes. However, the Borrower(s) shall not be entitled to give Notice to the Bank by email or sms or in any other electronic mode. The Borrower confirms that the mailing address, email id, phone and mobile number(s) as provided by the Borrower in the Application (and as may be communicated to Bank by prior Notice in case of change as aforesaid with Bank's acknowledgement/return obtained) are/shall be fully correct and proper and in case any of them turn out to be incorrect or improper, the Borrower agrees that he shall be solely and absolutely liable for the same and any Notice by the Bank to the mailing address, email id, phone or mobile number(s) provided in the Application or subsequently as above, shall be a valid and proper Notice to the Borrower(s) and amount to proper delivery to the Borrower(s). Any Notice or communication given as above shall be deemed to have been delivered and served fully on the party to whom given, in case of hand delivery when actually delivered, in case of mail, post or courier, within 3 (three) days of dispatch of such Notice and in case of email or sms or electronic mode sent by the Bank to the Borrower(s) when sent by the Bank.

- The Borrower(s) hereby declare that the details furnished in gold loan application form are true and correct to the best of their knowledge and belief and they undertake to inform Bank of any changes therein, immediately. In case any of the above information is found to be false or untrue or misleading or misrepresenting, Borrower(s) are aware that they may be held liable for it.
- The Borrower(s) hereby share consent to receive information from Central KYC Registry through SMS/Email on the shared registered number/email address.
- The KYC, this document/other documents, shall be governed by the laws of India. The parties hereto expressly agree that all disputes arising out of and/or relating to the Loan, this or any other relevant document shall be subject to the exclusive jurisdiction of the court/tribunal of the city/place in which the office/branch of the Bank from where the Disbursement has been made is situate, provided that the exclusivity aforesaid shall bind the Borrower(s) and the Bank shall be entitled to pursue the same in any other court of competent jurisdiction at any other place; and provided further that if any dispute is below the pecuniary jurisdiction limit of the Debts Recovery Tribunals established under the Recovery of Debts Due to Banks and Financial Institutions Act, 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 place of arbitration shall be the city/place in which the office/branch of the Bank from where the Disbursement has been made is situate, provided that the exclusivity aforesaid shall bind the Borrower(s) and the Bank shall be entitled to pursue the same to any other place and the arbitration shall be conducted in English. 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. Nothing contained herein shall be construed as extinguishing, limiting or ousting the rights and remedies of the Bank, as against the Borrower(s) and/or any other persons, or any of their respective assets, as a pledgee and the Bank shall be absolutely entitled to exercise such rights/remedies there under independently without intervention of any court/tribunal/arbitration irrespective of the initiation, non-initiation, pendency, or continuation of any arbitral or other proceedings.
- Payment by Mistake, Accident or Error
 - The Borrower hereby agrees and confirms that in the event the Bank transfers or remits any money to the Borrower or in its account by mistake, accident or erroneously, which money is, in the sole opinion of the Bank, not due and/or payable to the Borrower, then the Borrower shall be obligated to and shall, without any delay, demur or protest, forthwith and in no event later than one business day of such transfer/remission or on first demand by the Bank (whichever is earlier), return and repay the said money to the Bank in a manner satisfactory to the Bank. Till such return and repayment of the said money by the Borrower to the Bank, the Borrower shall hold the same in trust for the benefit of the Bank, keep such money segregated from all other moneys of the Borrower and keep it free from any attachment.
 - The Borrower hereby acknowledges and agrees that any non-compliance of the aforesaid obligations shall be a breach of trust and fiduciary duties on the part of the Borrower. The Borrower hereby further agrees and confirms that in case the Borrower fails to return the money within the timelines as mentioned above, the Borrower shall be liable to pay interest on such money to the Bank at the same rate as applicable to the Loan granted in terms of this Agreement.
 - Without prejudice to the foregoing, the Borrower hereby agrees and confirms that the Bank shall have the right to, at its sole and absolute discretion (a) debit any account or accounts of the Borrower maintained with the Bank and recover such money, under intimation to the Borrower, and/or (b) recover such money from the future disbursements (if any) of the Loan.
 - The Borrower further agrees that such money which has been transferred or remitted by the Bank to Borrower or in its account by mistake, accident or erroneously, shall be deemed to be a part of the total outstanding said Dues payable by the Borrower to the Bank in terms of this Agreement and other Finance Documents, in case and till such time that the said money has not been returned and repaid to the Bank in the manner as stated above.
- Aadhar Declaration
 - The Borrower(s) has voluntarily provided Aadhaar at the time of processing their gold loan application. Borrower(s) also confirm that correspondence address declared in the application form is the address of Borrower(s) where they are currently residing.
 - This document, Application and other documents have been explained to the Borrower(s) in the language known to the Borrower(s) and the Borrower(s) have understood, agree and confirm to the said terms and conditions.

NOMINATION

Nomination in respect of Gold Security pledged and in the custody of the Bank. I/We _____ name(s) 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 of Nominee _____ First Name _____ Middle Name _____ Last Name _____

Address _____

Relation _____ Contact Number _____ Age _____ (Please ensure that the nominee is not a MINOR)

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 of Gold Security to my nominee aforesaid, the Bank shall stand fully released and discharged to my estate and all my heirs, legal administrators, legal representatives, executors and successors and none of them shall not have any claim whatsoever against the Bank.

Signed and Delivered by the Borrower & Co-Borrower(s) in token of and in witness of them having read (and/or being explained), verified, understood, irrevocably agreed to, accepted, confirmed and declared all the clauses viz. 1 to 24 on all the page no's 1 to 4 of the 'Declaration applicable to Loan' document, the Application, all contents thereof including all the terms and conditions contained therein, and authenticated accuracy and correctness of the same.

Accepted by HDFC Bank Limited (Signed by Authorized Signatory)

Name of the Borrower (s): _____

Place: _____ Date: _____

Signature of the Borrower(s) _____

Do not sign this form if it is BLANK, Please ensure all relevant sections and columns are completely filled to your satisfaction and then only sign the form

REFERENCES

1. Name _____ Contact No. _____ Email ID _____

APPLICATION TO INSURANCE IS PURELY VOLUNTARY

HDFC ERGO General Insurance Company Limited

SARV SURAKSHA - ENROLLMENT FORM

Loan against Gold

NOMINEE DETAILS

Name of Nominee

Gender M F Date of Birth D D M M Y Y Y Y Relationship with Insured

Sum Insured : Equivalent to Loan amount sanctioned or as per product offerings Period of Insurance : Equivalent to Loan Tenure

TERMS & CONDITIONS

I understand that the Sarv Suraksha policy is issued by HDFC ERGO General Insurance Limited and the master policy holder is HDFC Bank Limited. I confirm that by filing up this enrollment form, I propose to become a beneficiary under the said policy.

Fraud Warning: This policy shall be voidable at the option of the company in the event of mis-representation, mis-description or non-disclosure of any material particulars by the proposer any person who, knowingly and with intent to defraud the insurance company or any other person, files a proposal for insurance containing any false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which will render the policy voidable at the sole discretion of the insurance company and result in a denial of insurance benefits. If a claim is in any respect fraudulent, or if any fraudulent or false plan, specification, estimate, deed, book, account entry, voucher, invoice or other document, proof or explanation is produced, or any fraudulent means or devices are used by the insured, policyholder, beneficiary, claimant or by anyone acting on their behalf to obtain any benefit under this policy, or if any false statutory declaration is made or used in support thereof, or if loss is occasioned by or through the procurement or with the knowledge or connivance of the insured, policyholder, beneficiary, claimant or other person, then all benefits under this policy are forfeited.

Anti-Rebating Warning As per Section 41 of the Insurance Act 1938, as amended, the practice of rebating is prohibited, as follows: No person shall allow or offer to allow, either directly or indirectly, as an inducement to any person to take out or renew or continue an insurance policy in respect of any kind of risk relating to lives or property in India, any rebate of the whole or part of the commission payable or any rebate of the premium shown on the policy, nor shall any person taking out or renewing or continuing a policy accept any rebate, except such rebate as may be allowed in accordance with the published prospectus or tables of the insurer. Violations of Section 41 of the Insurance Act 1938, as amended, shall be punishable with a fine which may extend to ₹10Lakhs.

Note: We are under no obligation to accept any proposal for insurance. The proposer agrees that the receipt of the proposal form by HDFC ERGO General Insurance Company Limited along with the premium payment does not tantamount to the acceptance of the proposal for insurance by HDFC ERGO General Insurance company limited and does not result in a concluded contract of insurance. The acceptance of the proposal for insurance shall be at the company's sole and absolute discretion and this proposal form will be considered only after HDFC ERGO General Insurance Company limited receives premium payment and upon full realization of the premium payment. In the event of acceptance of the proposal for insurance by HDFC ERGO General Insurance Company Limited, such acceptance shall be specifically intimated to the proposer by HDFC ERGO General Insurance Company Limited along with the date from which the insurance cover shall become effective and the insurance cover shall only be effective from the date as intimated by HDFC ERGO General Insurance Company Limited. HDFC ERGO General Insurance Company Limited shall not be liable for any claim in respect of an event giving rise to a claim covered under the policy of insurance that has occurred prior to policy issuance.

Proposer's Declaration: I propose to opt for Sarv Suraksha Plus/Enhanced Plus/Star/Super/Commercial Vehicle/Sarv Suraksha Advantage PL/BL Insurance Coverage from HDFC ERGO General Insurance Company Limited for the tenure of ___ months, the premium amount being Rs. _____. I hereby authorize **HDFC BANK LTD** (Financier/Bank/Mortgage Company) to pay the premium on my behalf and the same to be included in my loan amount from the bank and recovered from me in EMI's. I, _____, confirm and declare that I have never suffered/suffering from cancer, heart attack, coronary artery disease, stroke, kidney failure, paralysis, surgery of aorta, primary pulmonary arterial hypertension, multiple sclerosis and organ transplantation. It is at your will to buy Sarv Suraksha offered by HDFC ERGO. You are at liberty to choose your own insurer for your insurance need.

I/We accept the Terms and Conditions of the insurance policy. I/We hereby declare on my behalf and on behalf of all persons proposed to be insured that the above statements are true and complete in all respects to the best of my knowledge and that I/We am/are authorized to propose on behalf of these other persons. I understand that the information provided by me will form the basis of insurance policy, is subject to the Board approved underwriting policy of the Insurance company and that the policy will come into force only after full receipt of the premium chargeable. I/We further declare that I/We will notify in writing any change occurring in the occupation or general health of the life to be insured/ proposer after the proposal has been submitted but before communication of the risk acceptance by the company. I/we declare and further consent to the company. seeking medical information from any doctor or from a hospital who at anytime has attended on the life to be insured/ proposer or from any past or present employer concerning anything which affects the physical and mental health of the life to be assured/proposer and seeking information from any insurance company to which an application for insurance on the life to be assured/ proposer has been made for the purpose of underwriting the proposal and/or claim settlement. I/We authorize the company to share information pertaining to my proposal including the medical records for the sole purpose of proposal underwriting and/or claims settlement and with any Governmental and/or Regulatory Authority. I authorize HDFC ERGO General Insurance and associate partners to contact me via email, phone, SMS. I/We hereby declare that the contents of the proposal form and documents have been fully explained to me / us and that I / We have fully understood the significance of the proposed contract. I/We understand the terms of cover of this insurance and agree that the insurance would be effective only on acceptance of this application by the company and the receipt of full premium by the company in advance.

Kindly declare incase the proposer is currently suffering from or may have suffered in the past or any illness/medical condition/surgery which he/she may have undergone.

I/We hereby understand, declare, consent and authorize the Company to use personal health details and financial information, as provided to the Company for underwriting the risk. I/We hereby also understand, declare, consent and authorize the Company that the Company shall have right to retain the aforementioned information and disseminate the same to its service provider(s) for providing services related to insurance.

Cancellation

- This Policy may be cancelled by or on behalf of the Company by giving the Insured at least 14 days written notice and in such event the Company shall refund to the Insured a pro-rata premium for the unexpired Policy Period. For the avoidance of doubt, the Company shall remain liable for any claim that was made prior to the date upon which this insurance is cancelled.
- This Policy may be cancelled by the Insured at anytime by giving at least 14 days written notice to the Company. The Company will refund premium on a pro-rata basis by reference to the time cover is provided, subject to a minimum retention of premium of 25%. No refund of premium shall be due on cancellation if the Insured has made a claim under this Policy.

Place

Date D D M M Y Y Y Y

Signature of Proposer

AUTO RENEWAL DECLARATION

I/We hereby understand, declare, consent and authorize the Company to use personal health details and financial information, as provided to the Company for underwriting the risk. I/We hereby also understand, declare, consent and authorize the Company that the Company shall have right to retain the aforementioned information and disseminate the same to its service provider(s) for providing services related to insurance. I, Mr./ Ms. _____, hereby give my consent out of free will to HDFC ERGO to renew my insurance policy automatically upon expiry until a written notice/ request is issued by me for cancellation of the Policy.

Place

Date D D M M Y Y Y Y

Signature of Proposer

Consent for Transfer into Loan Account Number

To, HDFC ERGO General Insurance Company Limited

I _____ declare that any claims becoming payable under Sarv Suraksha Insurance Policy, an amount not exceeding the Principal Outstanding, shall be deposited in the loan account no. _____ held with HDFC Bank without any reference /notice to the undersigned and claim amount exceeding the Principal Outstanding be paid to the undersigned. On payment of claim in the aforesaid manner, I shall completely discharge HDFC ERGO from all liability under the Policy and the same shall be binding on me and my heirs, executors, administrators, or legal representatives, as the case may be.

Yours Sincerely,

Place

Date D D M M Y Y Y Y

Signature