

Application No.

Application Date

DETAILS - (TO BE FILLED BY THE APPLICANT)

Loan account number / Customer ID, in case of existing customer

PAN Number OR Form 97

CUSTOMER TYPE: Individual CIF ID

Title

First Name

Middle Name

Last Name

Maiden Name (if any)

Father/Spouse Name

Mother's Name*

Date of Birth* Age Years Place of Birth

Gender Citizenship: IN-Indian

Marital Status Number of Dependents

Qualification

Residence

Number of years in current residence

Residential Status :

Religion

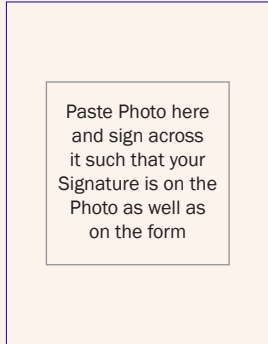
Customer Category

Person with disability* if yes, then specify

Type of Disability Visual Auditory Motor Cognitive Sensory Any other

Percentage of Disability

Mobile Email



APPLICANT CURRENT RESIDENCE ADDRESS : PREFERRED MAILING ADDRESS

APPLICANT PERMANENT RESIDENCE ADDRESS : PREFERRED MAILING ADDRESS

APPLICANT OFFICE ADDRESS: PREFERRED MAILING ADDRESS

NOMINEE DECLARATION

Nomination in respect of Gold Jewellery/ Ornament pledged and in the custody of bank.

I/We _____
_____ (Name and address) nominate the following person to whom in the event of my /our death the Gold Jewellery /ornaments 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 and Address of Nominee (please ensure nominee is not a minor) _____
_____ Relationship with Borrower, if any _____ Age _____ years

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 Jewellery /Ornament pledged and in the custody of the Bank against payment of all outstanding to the Bank to the exclusion of all other person. I/we further confirm that on such return the Bank shall stand released and discharged.

APPLICANT'S EMPLOYMENT DETAILS

Occupation Type : _____

Employer / Business Name : _____

Designation : _____

Years of Present Job / Business _____ Total Work Experience : _____ Net Annual Income _____

LOAN DETAILS

Loan amount required (Rs.) _____ Tenure : _____ months / days Rate of Interest : _____ (Fixed)

Interest Payment Mode : _____

Mode of Disbursal : Internal fund transfer to the Savings Account

BANK DETAILS & STANDING INSTRUCTION AUTHORIZATION

I/We hereby irrevocably authorize the Bank to debit my/our Savings Account No. _____ (the "Savings Account") maintained with the Bank, towards repayment of the Loan, including all Dues, in accordance with the Terms and Conditions and all other transaction documents executed in connection with the Loan.

PURPOSE OF LOAN: (Please ✓ as appropriate)

- Farm Development
 Agriculture Allied Development Activity [Dairy Poultry Bee Keeping]
 Pre & Post Harvesting activities (spraying, weeding, harvesting, sorting, grading & transporting of their own farm produce)

Declaration (Farm Purposes)

- I confirm having Income from other business/personal sources apart from agricultural income & I agree to pay interest due on monthly intervals towards the loan applied.

Non-Farm

- Home repairs Asset Acquisition Repay of Loan Debt Consolidation
 Personal Use (Medical use /Education/ Travel expense) Mortgage Buyout Business Use
 Other (if yes, then specify _____)

Declaration to be signed by Customer (For PSL & its end use)

I am aware that it is on faith of this representation, declaration and confirmation that RBL Bank has agreed to consider my loan application for financial assistance under the category of Priority Sector Lending.

IDENTITY DETAILS

Document Type _____

*Document Identification number : _____ Aadhar Number : _____

Document Issue Date _____ Document Expiry Date _____

*(Mandatory only for Passport / Driving License)

PROOF OF ADDRESS (POA)

Document Type _____

*Document Identification number : _____ Aadhar Number : _____

Document Issue Date _____ Document Expiry Date _____

*(Mandatory only for Passport / Driving License)

REFERENCE DETAILS

i. Reference Name : _____
 Relationship : _____ Contact No. : _____

ii. Reference Name : _____
 Relationship : _____ Contact No. : _____

CUSTOMER CONSENTS

- I/We authorize the Bank to share, disclose, exchange, or use in any manner whatsoever, without any further specific consent or authorisation from me/us, the information/data provided by/related to me/us to the Group Companies/Associates/Subsidiaries/Affiliates/Joint Ventures of RBL Bank/ any person with whom the Bank has entered/propose to enter into an arrangement for provision of 'services/products' for the purpose of marketing/offering/selling any product/ services offered by Bank.
 Yes No, I do not consent to share, disclose, exchange or use my information/data
- RBL Bank, would like to use your personal details in the application form from time to time to send you marketing information /contact you to inform about products, services or promotional offers that are offered by RBL bank, on its own and in collaboration or through tie-ups with partners/ third parties. By giving your preference below you either allow or disallow RBL Bank to contact you through SMS, phone calls and Emails :
 Yes, Bank can contact me No, Bank may not contact me
- Consent for Insurance Products
 I/We wish to opt for Insurance offered by RBL Bank No, I do not consent for purchase of Insurance.

DIRECTOR/ SENIOR OFFICER DECLARATION

Customer declaration in respect of relationship with directors/senior officers of the bank/any other bank

- I am a Director of RBL Bank Yes No
- I am a Director of any other Bank* Yes No Name of the Bank : _____
- I am a Senior Officer of RBL Bank Yes No
- I/We am/are relative of director of RBL Bank/other Bank*/Senior Officer of RBL Bank Yes No
- We are an entity** in which the director**/relative of director**/relative of senior officer of RBL Bank is director/ partner/guarantor/interested party**/ employee or a subsidiary/holding company (of borrowing company) wherein director of RBL Bank is a director/managing agent/manager/employee/guarantor/ holds substantial interest Yes No
- I am a partner with director of RBL Bank in a firm or director of RBL bank is a guarantor for any of my credit facilities Yes No

*Including directors of Scheduled Co-operative Banks, directors of subsidiaries/trustees of mutual funds/venture capital funds.

**Entity includes firm/company, the word director includes director of RBL bank /any other bank*, interest party includes person holding substantial interest /is major share holder /is manager /is managing agent/is in control.

If Yes, mention the details below : I declare (s) that I am related to the director(s) and or Senior Officer(s) of RBL Bank or any other bank specified hereto

S. No.	Name of Director(s) / Senior Officer(s)	Designation	Relationship
1			
2			

We acknowledge the receipt of the application for Loan against gold ornaments from Mr/Ms. _____.

The application will be processed after satisfactory execution/submission of documents form your end and subject to the terms and conditions as may be stipulated by RBL Bank from time to time.

Schedule of Charges

Charge Type	Amount (INR)	Charge Type	Amount (INR)
Processing Charges		Pre-payment Charges	1% of loan amount: • If closed within 60 days for 90 days tenure loan • If closed within 90 days for 180 days tenure loan • If closed within 180 days for 360 days tenure loan • If closed within 180 days for 720 days tenure loan
Valuation Charges			
Stamp Duty	At Actuals	Overdue Charges	2% of Interest/Principal Overdue
Part/Partial Payment Charges	NIL	Legal, Auction & Incidental Charges	At Actuals

NOTE :

- All of the above charges are subject to change as per Bank's discretion from time to time
- Above charges are exclusive of Taxes wherever applicable

Your loan application has been approved

Kindly note that the policy criteria are internal and may vary from bank to bank.

SOURCING DETAILS

Branch Name : _____	Scheme : _____	Product : Loan Against Gold Ornament
Branch Code : _____		
<input type="checkbox"/> Branch Staff	<input type="checkbox"/> Agri Sales Team	Connector Code (If applicable) : _____
<input type="checkbox"/> Gold Loan Office	<input type="checkbox"/> Connector	Connector Sourcing type : BLTRF / Direct
<input type="checkbox"/> Spoke Branch	<input type="checkbox"/> Other _____	Spoke Sol/Name (if applicable) : _____
LG Code : _____	LC Code : _____	
LG Name : _____	LC Name : _____	

DECLARATION BY APPLICANT

- i. I declare that all the particulars and information given in the application form is true, correct and complete and no material information has been withheld/suppressed from RBL Bank Limited ("RBL"). I/We shall furnish such additional writings as may be required in connection with the financial assistance/s required by me/us. I/We confirm that the attached copies of financials/Bank Statements/Title/Legal documents etc. are submitted by me/us against my/our loan application and certify that these are true copies. I/We also authorise RBL to check reference about me from any bank/persons.
- ii. I/We understand that all of the abovementioned information shall form the basis of any facility that the Bank may decide to grant to me/us at its sole discretion. I/We further agree that any facility that may be provided to me/us shall be governed by the rules of the Bank that may be in force from time to time. I/We will be bound by the terms and conditions of the facility/ies that may be granted to me/us. I/We authorise the Bank to debit my loan account with the Bank for any fees, charges, interest etc. as may be applicable.
- iii. I/We shall advise RBL in writing of any change in my/our residential or employment/ business address or any such change which may affect my creditworthiness. I/We undertake to inform the Bank from time to time regarding change in my/our residence/contact information/employment and to further provide updated documents within 30 days from the date of such change.
- iv. I understand that RBL reserves the right to retain the photographs and documents submitted with this application and will not return the same to me/us. I/We understand that the sanction of this loan is at the sole discretion of RBL and upon my/our executing necessary documents and other formalities as required by RBL. I/We further agree that my/our loan shall be governed by the rules/ policy of RBL and other legal and regulatory guidelines, which may be in force from time to time.
- v. I confirm that no bankruptcy proceedings is pending against me/us nor have I/We ever been adjudicated bankrupt.
- vi. I hereby authorize and give consent to RBL to disclose, without notice to me/us, information furnished by me/us in application form(s)/ related documents executed in relation to the facilities availed from RBL, to RBL's other branches/subsidiaries/affiliates/ Credit Bureaus/Rating Agencies, Services Providers, banks/financial institution, governmental/regulatory authorities or third parties for KYC information verification, credit risk analysis, or for other related purposes that RBL may deem fit.
- vii. I understand and acknowledge that RBL shall have the absolute discretion, to reject me/ our application and that RBL shall not be responsible / liable in any manner whatsoever to me/ us for such rejection or any delay in notifying me/us of such rejection, any costs, losses, damages or expenses, or other consequences, caused by reason of such rejection, or any delay in notifying me/us of such rejection of my/our application..
- viii. I understand that the tenure/repayment/interest/other terms and conditions of the loan are subject to changes as a consequence to any delay in concluding the loan, any changes in the money market conditions or on account of any other statutory or regulatory requirements or at the discretion of RBL. RBL reserves that right to review and amend the terms of the loan in such extent as it may deem fit.
- ix. I/We are neither politically exposed person/ not related to politically exposed persons (as defined and amended by Reserve bank of India from time to time) unless mentioned otherwise below.
 PEP CPREP (PEP - Political Exposed Person, CREP - Close Relative of Politically Exposed Person)
- x. I confirm that RBL has informed me/us of the below :
(a) Rate of interest and the type of interest applicable on the Loan and the other applicable charges such as cheque return charges, PDC swapping charges, pre-payment charges, etc that will be applicable.
(b) Processing fees (non-refundable) that will be charged towards loan application and GST as may be applicable that will be charged in connection with the fees.
(c) Details with respect to the EMI/repayment and amount will be communicated separately through the loan terms and conditions.
- xi. I/We acknowledge and agree that this standing instruction ("Instruction") shall remain valid and binding for the entire tenure of the Loan or until all Dues under the Loan are fully repaid and the loan account is closed, whichever is later;
- xii. I/We confirm and undertake that Instruction shall not be revoked, amended, or suspended without the prior written consent of the Bank. Any such revocation or amendment shall take effect only upon full repayment of all Dues under the Loan;
- xiii. I confirm that:
(a) I shall furnish any additional documents as and when required by RBL.
(b) I shall not utilize the loan for purchase of gold in any form, including primary gold, gold bullion, gold jewellery, gold coins, units of gold exchange trade funds (ETF) and units of gold mutual funds.
(c) I shall not utilize the loan for acquisition of small savings instruments (including Kisan Vikas Patra (KVP) & National Savings Certificate (NSC)).
(d) I shall not utilize the loan for any purpose including making investment in the capital market instruments or any speculative or illegal or anti-social purposes or for investment in new units consuming/producing the Ozone Depleting Substances (ODS) or in aerosol units engaged in using Chlorofluorocarbons (CFC).
- xiv. I understand that the credit decision is based on a credit model which includes factors like credit history, repayment track record, banking habits, business stability & cash flow analysis which is assessed through a combination of personal discussion and documentation.
- xv. No commitments have been made to me/us by Bank or any of its representatives regarding the loan quantum / sanction process (or) promised any deviation / waivers. Further we have not given/ made any payment in cash, bearer cheque or kind along with or in connection with this loan application to any representative of RBL (or) to any other third party.
- xvi. I hereby authorize RBL Bank ;
(a) To verify and authenticate my/our Aadhaar number during processing my/our application for legitimate business purposes.
(b) To share my Aadhaar related details/information with regulatory/ statutory bodies as and when required.
- xvii. I/We do not suffer from any statutory or legal infirmities and/or are incapable of entering into a binding agreement. In case the borrower is a natural person, that the borrower(s) is /are a major and is/are of sound mind and is/are competent to contract.
- xviii. I/ We do not have any existing customer ID or customer ID apart from the one mentioned above, and in case found otherwise. RBL 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.
- xix. I/We agree to receive SMS alerts/ WhatsApp messages and/or Phone calls related to my/our application status, account activity, service calls (including collections, advisories and educational/informative messages), regulatory updates as well as product use messages/calls that the Bank will send/make, from time to time, on my/our mobile/phone number (s) as mentioned in this application form.
- xx. I hereby submit voluntarily at my own discretion for KYC purposes, the biometric based e-KYC authentication or offline verification modes defined by UIDAI (Aadhaar) to RBL Bank for the purpose of establishing identity/address proofs .
- xxi. I further authorize RBL Bank to use my Aadhaar Number and/or biometric/demographic information to verify my details from UIDAI. I understand that RBL Bank will be calling for data from UIDAI.
- xxii. I hereby consent to receive information from CKYC registry through SMS/e-mail on the registered mobile number/ e-mail address as provided by me in the Application Form to RBL Bank. I give my consent to download my KYC Records from the Central KYC Registry (CKYCR), for the purpose of verification of my identity and address from the database of CKYCR Registry. I understand that my KYC Record includes my KYC Records /Personal information such as my name, address, date of birth, PAN number etc.
- xxiii. Declaration on submission of Chain with Black Beads for Gold Loan: I, hereby confirm that I have availed Loan against Gold Ornaments against Chain with black beads & other jewellery items and this has been submitted with my consent. In case of any default against the facility, I authorize the Bank to auction the 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.

For Any queries / clarifications please contact:

24 HOURS CUSTOMER SERVICES : +91 22 6232 7777 • Email us at : customercare@rbl.bank.in • Website : www.rbl.bank.in

DECLARATION AND TERMS AND CONDITIONS FOR LOAN AGAINST GOLD ORNAMENTS

RBL Bank Limited is a company incorporated under the provisions of the Companies Act 1913 and deemed to exist within the purview of the Companies Act, 2013 (hereinafter referred to as the "RBL Bank"). RBL Bank at the request of the borrower and co-borrower (if any) (collectively referred to as the "Borrower"), may, from time to time, sanction/grant one or more credit facilities ("Loan"), which shall be governed by these terms, conditions and covenants herein set forth in the Application Form ("Terms and Conditions"). In consideration of RBL Bank having agreed to grant / granted to the Borrower the Loan, the Borrower irrevocably undertakes and confirms to RBL Bank as follows:

- All particulars/information given in this application form are true and complete and no material information has been suppressed / withheld. The Borrower acknowledge that RBL Bank shall have no liability for any consequences arising out of any erroneous details provided by the Borrower and the Borrower shall be solely liable for the same. The Borrower hereby authorize RBL Bank to carry out such credit checks and at such time as it may deem necessary. RBL Bank may sanction, at its sole discretion, the Loan of such amount as RBL Bank may deem fit for such purpose(s) as set out by me/us in the application form. The quantum of the Loan advanced to me/us shall be dependent on the internal policies of RBL Bank from time to time. The Loan along with interest, compound interest, overdue charges and such other charges as are/may be payable by me/us to the Bank are hereinafter collectively referred to as "Dues".
- The Borrower is the sole and absolute owner of the gold ornaments (hereinafter referred to as "Gold Articles") as more particularly described in the Application Form, and over which the Borrower shall create a first and exclusive charge by way of pledge in favour of RBL Bank by depositing the same with RBL Bank which shall remain deposited with the Bank till any Dues hereunder remains owed and payable by the Borrower to the Bank ("Gold Security"). However, any stones, gems attached to the Gold Articles would not be valued for the purpose of the Loan and given that they would not be valued there would be no value attached to the same by RBL Bank. The Security herein created shall continue until the full payment of all monies due under/ in respect of the Loan and until all covenants have been duly complied with and all the Borrowers obligations under the Loan have been duly discharged. The Borrower hereby confirm(s) that Borrower's title to the Gold Articles deposited/to be deposited as security with the Bank is not defective/challenged by any person in any manner nor is it spurious or of inferior quality as it has been acquired by the Borrower from genuine sources, is genuine gold, is a bonafide property of the Borrower and no other person has any claim, lien or charge against it.
- The Borrower hereby agrees, undertakes and represents that: i) The Loan or amount advanced has been granted and will be utilized for the purposes as provided for in the application form and for no other purpose and all the terms and conditions of sanction of the Loan will be duly observed and that the Loan will not be used for any illegal or speculative purposes and that the Borrower has all legal rights and full power to enter into these Terms & Conditions and to create as security interest in the Gold Articles in favour of RBL Bank, and no other person or entity is, or is actually or conditionally entitled to possession, use or control of the said Gold Article; ii) in the event Borrower is a member / Borrowers are members of a Hindu Undivided Family or HUF, the Gold Security forms part of personal assets of the Borrower and does not form part of any assets jointly held and / or owned, by the said HUF; iii) there is no action, suit or proceedings against the Borrower/Borrowers pending before any court of law or before any other tribunal, judicial, quasi-judicial or administrative authority, which might affect the Borrowers/Borrowers ability to perform its/their obligations hereunder; iv) Borrower shall pay/reimburse all charges relating to administration, taxes, postage, courier charges, stamp duties, paid by RBL Bank on behalf of the Borrower and the Borrower Dues under the said Loan; v) The Borrower shall immediately intimate RBL Bank of any change in address / phone number given in the application form; vi) The Borrower declares that the information and data furnished by the Borrower to RBL Bank under these Terms and Conditions including application form and annexures, are true and correct; vii) The Borrower shall pay all costs, charges and expenses in any way incurred by RBL Bank, including travelling and other allowances, such stamp duty, registration fees, other duties, taxes, charges and other penalties if and when the Borrower is required to pay according to the laws for the time being in force, and in the event of the Borrower failing to pay such stamp duty, other duties, taxes and penalties, as aforesaid, RBL Bank will be at liberty (but shall not be obliged) to pay the same and the Borrower shall reimburse the same to RBL Bank on demand with interest thereon at the same rate as on defaulted installments in respect of the Loan as specified hereinabove with monthly rests from the date of payment and until such reimbursement by the Borrower. The Borrower shall pay inspection charges, commitment charges and all other applicable charges; viii) The Borrower(s) shall make payment of all taxes, duties, levies, goods and service tax in connection with the Loan.
- The Borrower shall be liable to pay interest on the Loan from the date of disbursement on Loan amount at such rate, on such dates and for such periods as may be specified by the Bank in the Pledge Card and notwithstanding anything contained herein or elsewhere, the interest payable by the Borrower shall be subject to the changes in interest rates pursuant to the directives issued by the Reserve Bank of India ("RBI") from time to time. The Borrower further agrees that RBL Bank shall be entitled to revise upwards or downwards the rate of interest, additional interest and / or periodicity of charging interest etc as mentioned herein in its sole discretion from time to time based on the Bank's internal policy decisions which decision(s) of the Bank shall be final and binding on the Borrower. 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 7 aforesaid, the borrower shall execute such revised ECS/SI mandate/PDCs as RBL Bank may in its sole discretion require. However it is clarified that in the event the loan is Disbursed after 27th of any month, the interest shall become due on 27th of the next month and every subsequent month thereafter. The interest/charges shall accrue from day to day and be computed on the basis of 360 days a year and actual number of days lapsed.
- In an event the Loan is repayable upon maturity of the Loan (maturity of the Loan shall mean the expiry of the tenure of the Loan) or upon earlier termination of the Loan (as specified herein below), as the case may be, the Borrower shall repay the interest and other then outstanding dues to the Bank upon maturity.
- In case the Loan is repayable by way of interest servicing during the tenure of the Loan and repayment of the principal amount upon maturity of the Loan, the interest shall be paid/repaid by the Borrower during the tenure on the principal amount on the due dates as set out in the Pledge Card. Provided that the Bank shall be entitled to recompute and/or modify the interest amount and the dates for payment thereof 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, the Borrower 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 may, in its sole discretion and on such terms as to pre-payment fees, etc. as it may prescribe, permit pre-payment/ acceleration of Loan or pre-payment at the request of the Borrower, subject to the condition that the Bank may specify, from time to time, the minimum amount of prepayment/ amounts payable on account of acceleration of Loan. If permitted by the Bank, the Borrower shall give prior written notice of its intention to pre-pay the full amount of the Loan and pay to the Lender such pre-payment charges as may be prescribed by the Bank from time to time.
- In the event the Bank permits any partial pre-payment, the repayment schedule may be altered by the Bank at the request of the Borrower and the Borrower agrees to adhere to the altered re-payment schedule.
- The Borrower acknowledges that strict compliance to the repayment schedule, without any default, is an essential condition for grant and continuance of the Loan and that time is the essence of this transaction. If payments are made prior to the due dates, credit will be given for the payments only on the due dates or on realization of the instruments whichever is later. If the Borrower defaults in making repayment of the Loan or interest or any other amount due in relation to the Loan, the Borrower shall be liable to pay overdue charges on the unpaid amount from the due date till the date of actual payment of the entire Loan amount and Dues there under. Such overdue charges shall be in addition to any other charges, which the Borrower/s is/are liable to pay to RBL Bank in terms of the Loan. The Borrower shall bear, pay and reimburse to RBL Bank, all charges relating to dishonour of cheque, cheque representation, administration charges, applicable taxes and levies, including stamp duty, or any other charges of any description as may be levied from time to time by the Government or other authority and all other cost and expenses whatsoever in connection with (a) application for and the grant and repayment of Loan; (b) recovery and realization of the Loan together with interest; (c) enforcement of Gold Security; (d) clearance of arrears of all taxes and any other charges and levies in respect of Gold Security; (e) insuring the Gold Article; f) The Borrower shall bring the original Pledge Card for making payment of principal/interest and shall be surrendered to RBL Bank at the time of final payment / redemption; g) Redemption of Gold Security pledged without surrendering the original Pledge Card will not be entertained under any circumstances and RBL Bank will not be responsible for loss of original Pledge Card by the Borrower or if the same is misused by any person; h) The Borrower is liable to pay all charges as provided in Pledge Card and all such charges are subject to change as per Bank's discretion from time to time; j) The Borrower's liability hereunder shall not be affected, terminated or prejudiced by any amendment to or sue to any winding up, liquidation, insolvency, reorganization or any similar process or becoming bankrupt or insolvent or any proceeding in respect thereof or any analogous step, but such liability shall continue in full force and effect and shall be binding on the Borrower's respective successor.

10. SMA/NPA Classification:

The classification of borrower accounts as SMA as well as NPA shall be done as part of day-end process for the relevant date. The date of SMA/NPA shall reflect the asset classification status of an account at the day-end of that calendar date.

Loans other than revolving facilities	
SMA Sub-categories	Basis for classification - Principal or interest payment or any other amount wholly or partly overdue
SMA - 0	Upto 30 days
SMA - 1	More than 30 days and upto 60 days
SMA - 2	More than 60 days and upto 90 days
NPA	More than 90 days

Example:

If due date of a loan account is March 31, 2021, and full dues are not received before this date, the date of overdue shall be March 31, 2021. If it continues to remain overdue, then this account shall get tagged as SMA-1 on April 30, 2021 i.e. upon completion of 30 days of being continuously overdue. Accordingly, the date of SMA-1 classification for that account shall be April 30, 2021. Similarly, if the account continues to remain overdue, it shall get tagged as SMA-2 on May 30, 2021 and if continues to remain overdue further, it shall get classified as NPA on June 29, 2021.

Upgradation of accounts classified as NPA: Borrower account(s) classified as NPAs will be upgraded as 'standard' asset only if entire arrears of interest and principal are paid by the borrower.

The Borrower confirms and declares having understood the above and also agrees that the above guidelines will prevail for the classification of their account.

11. The Loan amount shall be disbursed to the Borrower net of all initial payments towards administration fees, premium, transaction/processing charges, any advance interest, etc. RBL Bank may in its discretion make disbursement of the Loan in cash or in RBL Bank account and the Borrower by agreeing to these Terms and Conditions hereby confirms the receipt of the Loan. If disbursement of the Loan is made by cheque or pay order or NEFT / RTGS / IMPS then the disbursement shall be deemed to have been made to the Borrower on the date of the disbursement by cheque or pay order or the transaction date of NEFT/RTGS/IMPS as the case may be. The Loan amount shall be disbursed to the Borrower net of all initial payments towards administration fees, premium, transaction/ processing charges, any advance interest, etc. RBL Bank may in its discretion make The Borrower hereby authorize Bank to carry out the RTGS / NEFT / IMPS transaction as per the details mentioned in the application form. The Borrower understands that the RTGS / NEFT / IMPS request is subject to the RBL regulations and guidelines governing the same. The Borrower further acknowledge that Bank accepts no liability for any consequences arising out of erroneous details provided by the Borrower.
12. By sanctioning the Loan, RBL Bank does not confirm or accept the purity or quality of Gold Articles pledged by the Borrower. In case RBL Bank finds that the pledged Gold Articles are not meeting the required quality or purity norms of lending or is of spurious nature, the Borrower is bound by such findings of RBL Bank and shall make good the loss to RBL Bank failing which RBL Bank shall have the rights to initiate appropriate legal proceedings to recover such losses.
- 13.. The Borrower agree that RBL 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 Borrower's cost at any time till any Dues hereunder remain owed to the Bank without notice to the Borrower and without Borrower's presence, including by opening packets and seals, if any, in which Gold Security are kept. The Bank may in its absolute discretion, use services of and rely on the advise of any expert or valuer in this regard, and the Borrower hereby waive any objection the Borrower may have in that regard. The Borrower further agree that the Bank may at any time require the Borrower to procure a guarantee for the Borrower's obligations towards the Bank under the Loan, and the Borrower hereby consent to procure such guarantee by such guarantor(s) as the Bank may require including without limitation by any valuer or assayer.
14. 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 the Borrower and the borrower shall not in any manner dispute the same. The Borrower shall do all such acts, as RBL Bank may require pursuant to such Audit. The Borrower recognize and agree that any failure on part of the Borrower to comply with the directions of the Bank and/or if the Gold Security is found by RBL 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.
15. The Borrower hereby agrees and authorizes the Bank and/or its regulator(s) or any third parties appointed by the Bank and/or its regulator(s) to inspect the Borrower's premises and/ or books of accounts and the said Gold Security. The Borrower shall reimburse all costs and expenses incurred by the Bank, its regulator(s), third parties appointed by the Bank or its regulator(s) for such purposes. If the report prepared for such an audit remains inconclusive or is delayed due to non-cooperation by the Borrower, then Lender reserves the right, inter alia, to conclude the status of the relevant loan account / Facility, basis on its own assessment of the available information.
16. In the event of loss of Gold Articles due to theft or negligence on RBL Bank's part, the liability of RBL Bank shall be limited only to the net weight of the Gold Articles as disclosed in the Pledge Card. RBL Bank will pay or reserves right to claim the difference amount as the case may be after adjusting the principal, interest and other charges in such event. If such Gold Articles pledged are embedded with any precious stones, RBL Bank's liability shall be limited only to the extent of gold weight. 6) The Gold Articles pledged with RBL Bank shall be kept at the risk of the Borrower in adequate safes and RBL Bank will exercise adequate care of the safety locker / security. Nevertheless, RBL Bank shall not be liable for any damages to the Gold Articles by any reason of accident, force majeure, act of God, riot, burglary etc.
17. 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 RBL Bank and further enable RBL 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 application form 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) The Gold Article provided as security to RBL Bank is spurious and is not of minimum carat and/or purity.
 - d) Attachment orders and/or lien making instructions received by the Bank from any government, regulatory or judicial authority.
 - e) In an event of fraud in sole determination of RBL Bank.
 - f) If the Gold Security for the Loan is in jeopardy or ceases to have effect or becomes illegal, invalid, unenforceable or otherwise fails or ceases to be in effect, and/or
 - g) The Borrower has been declared insolvent or is subjected to insolvency proceedings and/or
 - h) Borrowers fails to meet any pre disbursement criteria & conditions as stipulated by RBL Bank
 - i) In the event of death, insolvency, failure in business, commission of an act of bankruptcy of either of us Borrower(s);
 - j) If at any time before the Loan is repaid in full along with 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;
 - k) 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.
 - l) If I/we fail to pay any charges payable for dishonour of the PDCs in Terms and Conditions hereof
 - m) If any instruction is given by me/us for stop payment of any PDC deposited by me/us with RBL Bank, for any reason whatsoever.
18. In an event the value of the Gold Security falls below the required margin set by RBL Bank (whether due to a decline in market prices of gold, an audit, or any other reason), the Borrower shall, immediately upon receiving notice from the Bank, either: (i) deposit additional security as requested by RBL Bank, or (ii) repay the outstanding balance, including any applicable prepayment charges. The Borrower must complete one of these actions within 2 days from the date of Bank's notice ("**Shortfall Notice**"). The Borrower understand that if the Borrower fails to provide additional security or repay the outstanding balance as required, it will be considered an **Event of Default** under these Terms and Conditions and the Bank may in its sole discretion and without the need for a further notice take appropriate action of: (i) debiting any account of the Borrower maintained with the Bank, including any term or other deposits, and/or (ii) appropriate any funds from such accounts (including by prematurely terminating term deposits), and/or (iii) sell or dispose of the Gold Security without being liable for any loss, damage, or decrease in value, and appropriate the proceeds toward the outstanding due payable by the Borrower hereof. The Shortfall Notice will serve as the formal notice to enforce the pledge and sell the Gold Security, as per Section 176 of the Indian Contract Act, 1872. The Borrower agrees that the notice period is reasonable, sufficient, and appropriate.
19. RBL Bank may, in its sole discretion cancel and terminate the Loan and recall the entire amount due, without any prior intimation to the Borrower, if in the opinion of RBL Bank, any Event of Default has occurred or is likely to occur, or if it becomes unlawful for RBL Bank to disburse or continue the Loan to the Borrower or if it becomes unlawful for the Borrower to comply with any of its obligations under the Terms and Conditions. The disbursement having been made by RBL Bank, the Borrower shall not be entitled to cancel and/ or terminate the Loan. As regards the Borrower, the Terms and Conditions shall be in full force and effect and shall not be terminated till the Loan account is closed and all outstanding thereon satisfied in full, nor shall it be treated as merged into, or modified or altered due to execution of any other documents hereafter.
20. Upon the occurrence of any of the Events of Default, RBL Bank may, by a notice in writing, and without prejudice to the rights and remedies available to RBL Bank under these Terms and Conditions or otherwise call upon the Borrower to pay forthwith all the Borrower Dues, and/or declare the Gold Security, created in terms of/pursuant to these Terms & Conditions to be enforceable, and RBL Bank, shall have, inter alia, the right to (notwithstanding anything to the contrary in these Terms and Conditions and irrespective of whether the entire Loan or any part of the Borrower's Dues has/have been recalled) take all such steps as are deemed necessary by RBL Bank to enforce the Gold Security and recover all outstanding amounts of the Borrower's Dues. RBL Bank may, without prejudice to the other rights and remedies available to it under law, subject to 7 days (Seven) prior notice to the Borrower (which period of notice the Borrower agrees as reasonable notice), at Borrower cost, sell the Gold Articles by way of auction or otherwise as RBL Bank deems fit dispose of all or any part of the Gold Articles/Security and may apply the net proceeds of any such sale or disposition towards repayment / payment of the Borrower Dues to RBL Bank.

21. Upon occurrence of any of the Event of Default, the details of authorized agent/agencies to approach for recovery of dues will be intimated to the Borrower through a payment reminder communication and any change details would be intimated to Borrower thereon. List of authorized agent/agencies empaneled for handling collections are updated on the Bank's website for reference.
22. In the event of enforcement of the Gold Security, the Bank shall conduct the sale of the pledged Gold Articles through public auction, E-auction or such other method as deemed appropriate, at the sole discretion of the Bank. The Borrower shall be provided with reasonable notice of the auction including date, time, and place.
23. 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 RBL 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 RBL 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 RBL 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.
24. Upon full repayment of the Loan along with all applicable charges, the Bank shall release the pledged Gold Articles to the Borrower within 7 working days from the date of receipt of full payment.
25. Any surplus proceeds from the sale of the pledged Gold Articles, after repayment of the Loan and all applicable charges, shall be refunded to the Borrower in the Savings Account maintained with the Bank within 7 working days from the date of realization of such proceeds.
26. RBL Bank shall also not be responsible for any loss caused to the Gold Security by reason of an event of force majeure. Under these Terms and Conditions an event of force majeure shall mean any event beyond the reasonable control of RBL Bank including without limitation , flood, cyclone, earthquake, strike, labour disruption, theft, robbery, dacoity, burglary, war (whether declared or undeclared), riots, insurgency, terrorist attacks or any other event beyond the reasonable control of RBL Bank. It is further clarified and agreed that the liability of RBL Bank shall arise only if a destruction loss or damage has been directly caused to the Gold Security by the willful act or omission on the part of RBL Bank or its duly authorized officers and employees.
27. It is hereby clarified that the said Gold Articles provided as security shall secure the Borrower's Dues in relation thereof including without limitation any and all amounts due and payable to RBL Bank as interest, overdue charges, liquidated damages, fees, costs and charges including inter alia any charges incurred by RBL Bank, in (a) defending the Borrower's right ,title and interest in the said Gold Articles and /or possession of the Gold Articles by RBL Bank and /or the security agent or trustee, if any, that may be appointed by RBL Bank, at its sole discretion, with respect to the said Gold Articles against any third parties whatsoever; and / or (b) producing where required the said Gold Articles before any Court of law; and / or (c) selling the said Gold Articles and / or (c) for the preservation of the said Gold Articles and / or (d) obtaining such insurance as RBL Bank may deem necessary at their sole discretion for the said Gold Articles; (e) making payment to the security agent or trustee, if any, that may be appointed by RBL Bank, at its sole discretion, with respect to the said Gold Articles; and / or (f) storage of the Gold Articles; and / or (g) transportation, if any of the said Gold Articles and / or (h) such other charges as may be applicable at the sole discretion of RBL Bank.
28. In the event of enforcement of the Gold Security, RBL Bank shall not be liable for any loss or deficiency in the amount realized or answerable for any decrease in the value of the Gold Article/Security. Such sale shall be done by RBL Bank on behalf of the Borrower and RBL Bank shall not be liable for loss / damage / diminution in value on account of exercise / non-exercise of rights by RBL Bank. The Borrower shall neither be entitled to raise any objection regarding the regularity of the sale and / or actions taken by RBL Bank nor shall RBL Bank be liable / responsible for any loss that may occur by the exercise of such power and/or may arise from any act or default on the part of any broker or auctioneer or other person or body engaged by RBL Bank for the said purpose.
29. Borrower shall be solely responsible if the Gold Articles pledged to RBL Bank is / are taken into custody by any statutory authorities including the police department for whatsoever purposes and in such event the Borrower shall forthwith repay the entire dues and other charges, costs / loss as may be incurred by RBL Bank in this regard.
30. The Borrower expressly recognizes and accepts that RBL Bank shall, without prejudice to its rights to perform such activities either itself or through its officers or servants, be absolutely entitled and have full power and authority to appoint one or more third parties of RBL Bank choice and to transfer or delegate to such third parties the right and authority to take all acts / steps as RBL Bank deems fit including but not limited to activities relating to sourcing of customers, storing the Gold Articles, appraising the Gold Articles, monitoring the Loan, recovering /receiving amounts due to RBL Bank or collecting on behalf of RBL Bank all unpaid amounts under these Terms & Conditions or initiate legal action for enforcement of Gold Articles/Security and to perform and execute all acts, deeds, matters and things connected therewith or incidental thereto including attending the office or residence of the Borrower, receiving the amounts due, and generally performing all lawful acts as the third party may consider appropriate for such purposes. The Borrower hereby consents and authorizes RBL Bank, its officers or third parties to use, disclose, exchange or share all or any information pertaining to the Borrower amongst each other and with any other companies/entities/subsidiaries/affiliates/persons. The Borrower undertakes not to hold RBL Bank and/or such third parties liable or responsible for use or sharing of the aforesaid information.
31. 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) Register 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 26, 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.
32. The Borrower consents to disclosure by RBL Bank of information and data relating to the Borrower, the said Loan, the obligations assumed or to be assumed by the Borrower in relation to the said Loan and default, if any, committed by the Borrower in discharge thereof to :
 - a) RBI and to the Credit Information Bureau (India) Ltd. ("CIBIL") and any other agency authorized in this behalf by the RBI;
 - b) gives specific consent to the Lender for disclosing / submitting the 'financial information' as defined in Section 3 (13) of the Insolvency and Bankruptcy Code, 2016 ("Code") read with the relevant regulations/ rules framed under the Code, as amended and in force from time to time, in respect of the Credit/ Financial facilities availed from the Bank, to any 'Information Utility' ("IU") as defined in Section 3 (21) of the Code, in accordance with the relevant regulations framed under the Code, and directions issued by RBI to the banks from time to time and hereby specifically agree to promptly authenticate the 'financial information submitted by the Lender, as and when requested by the concerned 'IU'.
33. The Borrower(s) agrees and undertakes that RBI, CIBIL and any other agency so authorized may use and process the said information and data disclosed by the Lender in the manner as deemed fit by them and 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 the RBI in this behalf.

I/We understand that as a precondition, relating to grant of loans/advances/other non-fund-based credit facilities to me/us, RBL Bank requires consent for the disclosure by the Bank, of information and data relating to me/us, of the credit facility availed of/to be availed of 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. Accordingly, I/we hereby agree and give consent for the disclosure by the Bank of all or any such:

 - (i) information and data relating to me/us;
 - (ii) the information or data relating to any credit facility availed of/to be availed of by me/us and
 - (iii) default, if any, committed by me/us in discharge of my/our such obligation, as the Bank may deem appropriate and necessary, to Credit Information Bureau (India) Limited (CIBIL) and any other agency authorised in this behalf by Reserve Bank of India / Government of India and CIBIL and any such agency may use, process the said information and data disclosed by the Bank; and CIBIL and any other agency so authorised may furnish for consideration, the processed information and data or products thereof prepared by them, to banks/financial institutions and other credit grantors, as may be specified by the Reserve Bank in this behalf.
34. **ARBITRATION, GOVERNING LAW & JURISDICTION:** The Facility, this agreement and other Transaction Documents shall be governed by laws of India. Subject to the exception mentioned below, any dispute, claim, or difference (whether in contract, tort or otherwise), arising out of or in connection to the terms of the Facility including any question regarding the construction, meaning, existence, validity, breach, recall, recovery or termination under the Facility (collectively referred to as a "Dispute"), shall be resolved exclusively by final and binding arbitration proceedings in accordance with the provisions of the Arbitration and Conciliation Act, 1996, as amended from time to time (hereinafter referred to as the "Act"). The arbitration shall be conducted through any

- of the Online Dispute Resolution (ODR) platforms available in India, in accordance with the procedural rules of the selected ODR platform, as applicable. The arbitral tribunal shall consist of a sole arbitrator, or, where required under the rules of the selected ODR platform, three arbitrators, to be appointed by the parties in accordance with the ODR platform's rules from its panel of independent arbitrators with each party appointing one arbitrator each and the selected arbitrators, or ODR Platform appointing presiding arbitrator from the panel. In the event the parties fail to agree on such appointment, or the selected arbitrator(s) refuse to accept appointment or conduct the arbitration proceedings, the appointment shall be made by the competent court under Section 11 of the Act. The seat and juridical place of arbitration shall be at Mumbai or New Delhi or Kolkata or Chennai or Bangalore, India. The courts at Mumbai or New Delhi or Kolkata or Chennai or Bangalore shall have exclusive jurisdiction over all applications and proceedings arising out of or in connection with the arbitration, including any issues relating to the seat, venue, or enforcement of the arbitral award. The language of the arbitration shall be English. The allocation of costs shall be in accordance with Section 31A of the Act and the applicable fee schedule of the chosen ODR platform. Unless otherwise directed by the arbitral tribunal for reasons recorded in writing, the party in whose favour the arbitral award is made shall be entitled to recover from the other party all costs and charges incurred in connection with the arbitration. This arbitration clause constitutes a separate and independent agreement, which shall survive the termination, cancellation, or expiry of the Facility Agreement and other Transaction Documents. All notices, communications, and filings relating to any arbitration or Dispute may be made through the designated ODR platform, by email, or by any other electronic means, which shall constitute valid "writing" and "receipt" for all purposes under applicable law. Following Disputes shall not be subject to arbitration under this clause, any Dispute where the total amount of monetary claim (including interest and charges) exceeds the pecuniary limits prescribed for filing claim under Recovery of Debts and Bankruptcy Act, 1993 or any other special enactment made in this behalf.
35. RBL Bank may exercise a banker's lien and/or right of set-off against all monies and other property of the Borrower and documents now or hereafter in the possession of or on deposit with RBL Bank, whether held in a general or special account or deposit, or for safe keeping or otherwise; and every such lien and right of set off may be exercised without demand upon or notice to the Borrower with respect to any obligation of the Borrower to RBL Bank in the same manner as if the obligation were unsecured and shall have a lien on all property / credit balance in any other account of the Borrower or securities of the Borrower in RBL Bank's possession or custody whether for safe-keeping or otherwise. If upon demand by RBL Bank, the amounts due under the sanctioned loan are not repaid within the prescribed time, then credit balance in any account of the Borrower may be adjusted towards the amounts Due. In case of any deficit, the deficit amount may be recovered by RBL Bank from the Borrower. RBL Bank is entitled without any notice to the Borrower/s to settle any indebtedness whatsoever owed by the Borrower/s to RBL Bank under any other document/ agreement, by adjusting, setting-off any deposit(s) and/or transferring monies lying to the balance of any account(s) held by the Borrower/s with RBL Bank. Notwithstanding RBL Bank's decision / action / policy, if any, to reverse any debit entry or not to debit interest or not to make any debit entry in RBL Bank's books or in ledger account or in statement of account or any account, for any period whatsoever, the Borrower shall be bound and liable to pay jointly and severally to RBL Bank, the entire outstanding, debit balance and compound interest thereon with monthly rests till the date of realization, recovery or collection by the Lender of all such amounts plus interest, interest tax, overdue charges, liquidated damages, commission, costs, charges and expenses at such rates as may be prevailing or fixed or to be fixed by RBL Bank from time to time without any reference, notice or intimation by RBL Bank at any time whatsoever.
36. The Borrower undertakes to indemnify and keep RBL Bank and its officers/employees fully indemnified and harmless, from and against all the consequences of breach of any of the terms, conditions, statements, undertakings representations and warranties of the Terms and Conditions as also of any of its representations or warranties not being found to be true at any point of time, including any actions, suits, claims, proceedings, damages, liabilities, losses, expenses or costs and also any and all loss, damage or other consequences which may arise or result from giving the Loan to the Borrower or performing any service to the Borrower thereunder (hereinafter referred to as "Claims"), faced, suffered or incurred by RBL Bank. The Borrower hereby accepts and acknowledges have clearly agreeing and understanding that this indemnity would cover all acts and omissions on the part of the warranties and/or representations of the Borrower. Similarly, in the event of any Claims being made on RBL Bank, on account of any breach of warranty, representation, non-compliance of any applicable law, unauthorized act, fraud, deed or thing done or omitted to be done or undertaking made by Borrower or its employees, agents, being false, the Borrower undertakes to pay on first demand made by the Lender of any amount on this account without any demur, reservation, contest, protest whatsoever within seven working days of the demand being made.
37. RBL Bank shall have the right to withdraw/ modify all/ any of the sanction conditions or stipulate fresh conditions under intimation to the Borrower. The Terms and conditions and any other documents referred to herein, integrate all the terms and conditions mentioned herein or incidental hereto, and supersede all oral negotiations and prior writings in respect of the subject matter hereof, except for those provisions of the schedule, agreements, security documents (if any) issued or executed prior to the Terms and Conditions which are in addition to and complement to, and are not the same or in conflict with, the terms of this Terms and Conditions.
38. The Borrower acknowledges and agrees that the Bank, without prejudice to its right to perform the activities itself or through its officers or employees or other authorised agents, shall have full power and authority, to appoint one or more recovery agent and delegate to such recovery agent all or any of its functions, rights and powers under this Terms and Conditions relating to the right to collect and receive on behalf of the Bank all the dues under this Terms and Conditions give valid and effectual receipts and discharge to the Borrower and to perform and execute all lawful acts, deeds, matters and things connected herewith or incidental hereto.
39. RBL 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.
40. 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. The Borrower shall be deemed to have unconditionally agreed to and accepted the Loan terms and made representations by signing the Application Form. The above Terms and Conditions will be in addition to and not in derogation of the terms and conditions specified in the Pledge Card / Application Form / any other terms subscribed by the Bank with regard to this Loan.
41. 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.
- Acceptance, Signing, Delivery, Execution of this Terms and Conditions
- These Terms and Conditions may be accepted by the Borrower physically or electronically, as under: **(i) Physical acceptance (wet signature) by the Borrower:** In case the document is accepted physically by the Borrower, the physical signature clause at the end of this document shall apply. However, in case the document is electronically accepted by the Borrower as mentioned in (ii) below, then the physical signature shall not be required and the physical signature fields at the end of the document, though appearing there, shall be treated as non-applicable.
- (ii) Electronic acceptance by the Borrower:** In case of electronic acceptance of this document by the Borrower, the following shall apply: The Borrower hereby expressly acknowledges and confirms that they have read, verified, understood these Terms and Conditions and the Borrower has irrevocably agreed to and accepted, signed and delivered These Terms and Conditions including all other transaction document by way of electronic signature (e-sign) or digital signature (in case of an individual, or of the authorized signatories/official of the Corporate in case of the non-individual) or by way of any other digital or electronic acceptance including by way of validation through one time password/code or click or tick or any other action signifying acceptance or any electronic authentication technique, and no other further act, deed or writing or any physical or wet signature or acceptance on part of the Borrower shall be required for signing, acceptance and delivery by the Borrower. (iii) The Borrower hereby authorise and gives my consent to RBL Bank (and its service providers, agents), for following informed purposes: (a) to carry out the authentication of the Aadhaar number/ Virtual ID ("Aadhaar Details") under the Aadhaar Targeted Delivery of Financial and Other Subsidies, Benefits and Services) Act, 2016 and rules and regulations thereunder and/or under the RBI KYC Directions, through OTP based Aadhaar e-KYC authentication facility or Offline Verification facility, using XML file or Aadhaar Secure QR Code provided by UIDAI ("Authentication") and to receive the Aadhaar related details, demographic information and other details in relation to me upon performing the Authentication; (b) carrying out the Authentication for the purpose of and for signing by way of digital signature and/or e-sign of applications, undertakings, certifications, terms and conditions, agreements and loan and/or security documents including through any E-sign Service Providers and/or Application Service Providers; (c) for collecting, sharing (with any service providers where necessary), storing, preserving Information, maintaining records and using the Information and verification/identification records for the informed purposes above, and for regulatory and legal reporting and filings and/or where required under applicable law; (d) for producing records and logs of the consent, information or of identification, verification etc. for evidentiary purposes including before a court of law and/or any authority. (iv) The Borrower understands that the Aadhaar number and core biometrics will not be stored/ shared except in accordance with the applicable law and for CIDR submission and the Borrower will not hold RBL Bank or its officials responsible in the event this document is not found to be in order or in case of any incorrect information provided by the Borrower of its authorized officials.
42. In the event of any queries, concerns, or disputes arising out of or in connection with this Terms & Conditions, the Borrower may reach out to RBL Bank customer care at customercare@rbl.bank, in or call us on +91 22 6232 7777. Customer Grievance redressal process and escalation matrix is available under policy section on RBL Bank website www.rbl.bank.in.