



**RUPEEK CAPITAL PRIVATE LIMITED**  
**GENERAL TERMS AND CONDITIONS (T&Cs) FOR - GOLD LOAN(s)**

1. **Agreement:** These T&Cs, the Pledge Card and Key Fact Statement (together, the Loan Agreement) form the agreement between the Company and the Borrower with respect to the Loan given by the Company to the Borrower. In the event of any inconsistency between the T&Cs or the sanction letter and the Key Fact Statement, the terms of the Key Fact Statement shall prevail to the extent the context so requires. In the event of conflict between the T&C and the Pledge Card, the Pledge Card shall prevail, to the extent the context so requires.
2. **(a) Loan:** The Borrower confirms that he/she has carefully perused and understood the various gold loan products offered by the Company, has sought and received all relevant information and clarifications from the Company and upon a thorough assessment of all such information, has opted to avail the loan against the pledge of gold jewellery ("Collateral"), for such tenure and other details which are specified in the Key Fact Statement and the Pledge Card ("Loan").  
**(b) Disbursal of Loan:** The Company shall sanction a loan for such amount as specified in the Pledge Card. The sanctioned Loan shall be disbursed to the Borrower into the bank account as provided by the Borrower to the Company.  
**(c) End Use:** The Borrower represents and warrants that the Loan shall be only for the purpose of the specific end-use. The Borrower confirms that the Loan shall not be utilized for any unlawful or illegal purposes.
3. **Deposit and Storage of Collateral:** The Borrower shall deposit Collateral with the Company for availing the Loan and the Company shall store the Collateral in secured storage during the Loan tenure as specified in the Key Fact Statement and Pledge Card.
4. **Pledge of Collateral:** The Borrower hereby pledges the Collateral with the Company as security for the repayment of the Loan, interest and all other costs and charges thereon or arising therefrom.
5. **Repayment on demand:** The Company is entitled to recall / cancel the Loan at any time at its discretion without assigning any reasons and thereafter the Loan together with all interest and other charges shall immediately become due and payable to the Company.
6. **Accelerated repayment:** If at any time, the Company is of the opinion that: (a) the market value of the Collateral has fallen, or (b) that a whole or part of the Collateral is not of the represented weight or purity, or (c) that there is any defect to the title of the Borrower to the Collateral, the Company may re-evaluate the purity and weight of the Collateral, internally or by experts, at the sole cost and expense of the Borrower. In the event of any discrepancy in the value or title to the Collateral, and notwithstanding any certificate of purity and weight of the Collateral issued by the Company, the Company may, at its sole discretion, either: (X) provide the Borrower an opportunity to make good the shortfall by pledging additional gold jewellery, or make good the title

of the Pledged Jewellery, as the case may be, or (Y) require the Borrower to immediately repay the Loan, together with interest and all other charges thereon.

7. **Prepayment:** The Borrower can prepay the Loan (or part thereof) at any time, subject to pre-payment charges if any. Provided that during the cooling-off period (indicated under the Key Fact Statement) the Borrower shall be entitled to pre-pay the loan without any pre-payment charges.
8. In case of expiry of the tenor of Loan specified in the Key Fact Sheet or earlier by notice by the Company, the Agreement shall stand terminated. In such an event, the Borrower shall not be entitled to the benefit of paying the loan in installments of the amounts remaining payable, which shall fall due immediately together with the amount already in arrears.
9. **Payment of other charges:** The Borrower shall, apart from repayment of the principal and interest thereon, also be required to clear all dues, including but not limited to all applicable taxes and other charges as stated in the Pledge Card and Key Fact Statement.
10. **Valuation of Collateral and Ownership:** (i) The quantum of the Loan is dependent on the purity and the valuation of the Collateral and has been determined in accordance with the relevant laws, regulations and directions applicable to the Company (Applicable Laws). Gemstones in the Collateral are not taken into account in determining the value of Collateral and the Company shall not be liable for the loss of any gem stones embedded in the Collateral, (ii) The Borrower represents and warrants that the Collateral is the absolute, sole and unencumbered property of the Borrower and he/she is not, in any manner, restricted from pledging the Collateral with the Company as security. Other than the pledge in favour of the Company, during the currency of the Loan, the Borrower undertakes not to create any security interest whatsoever on the Collateral, (iii) The Borrower authorises the Company to undertake such actions as the Company deems fit to ascertain the value and ownership of the Collateral. The Borrower shall provide all information and co-operation as may be requested by the Company in this regard, (iii) The Borrower acknowledges that the assessment of purity and weight of the Collateral by the Company at the time of pledging the Collateral is only based on a preliminary verification carried out at the time of granting the Loan and is not final and binding on the Company, (iv) No verification carried out by Company will discharge or diminish any liability of the Borrower.
11. **Provision of information by Borrower:** The Borrower warrants that all information provided by the Borrower is true and accurate. The Borrower shall provide due notice of any change or update in the information provided to the Company.
12. **Auction:** (i) In the event of any payment default by the Borrower, the Company shall be entitled to sell or otherwise dispose of the Collateral through a public auction, in accordance with Applicable Law (the Auction). A written notice of the proposed Auction, along with details of the items of Collateral being Auctioned, the date, time and venue of the Auction, and the reserve price of the Collateral for the Auction shall be given to the Borrower. All costs and expenses pertaining to the Auction shall be borne by the Borrower.
13. **Auction Proceeds:** The net proceeds from the Auction shall be utilised by the Company in recovering all unpaid principal, interest, default interest and other costs and charges, including those relating to the conduct of the Auction, in respect of the Loan. The net proceeds of the Auction shall be utilised in the following order: (i) towards the payment of default interest, costs, charges and expenses relating to the Loan, (ii) towards the interest payable on the Loan and (iii) towards the unpaid principal amount of the Loan. The surplus amount, if any, shall first be

adjusted by the Company against any other liability of the Borrower to the Company (whether owed solely or jointly with others) on any account whatsoever. Thereafter, any surplus shall be refunded to the Borrower within 30 days from the date of completion of the Auction. If the proceeds of the Auction are less than the total amount owed by the Borrower to the Company, the Borrower shall continue to be responsible for repayment of such shortfall and the Company may take such legal actions against the Borrower to recover such shortfall as it deems fit.

14. **Release of Collateral:** Subject to Clauses 3 & 14, upon discharge of all liabilities of the Borrower to the Company to the Company's satisfaction, the Company shall release the Collateral to the Borrower upon presentation of the original Pledge Card and completion of such formalities as may be required by the Company. The Company may, at its discretion, upon the Borrower providing the Company with such indemnity, completing such formalities and paying such charges as the Company may require, release the Collateral to the Borrower in instances where the Borrower is unable to produce the original Pledge Card. The Collateral shall be released only to the Borrower availing the Loan and only at the Borrower's address mentioned in the Pledge Card.
15. **Lien for other liabilities:** The Borrower expressly confirms that the Company shall have the right to exercise lien on the Collateral to secure the repayment of any other liability of the Borrower to the Company (whether owed solely or jointly with another person), which is due and payable, until such other liability is also fully settled. Exercise of such lien will be duly intimated to the Borrower by letter, courier service, email, SMS, telephone or any other mode of communication.
16. **Set-off and Counterclaim:** All payments made by the Borrower shall be made without any deduction, set-off or counterclaim. et-off and Counter-claim. In the event any excess amount of the Borrower is lying or received by any of Rupeek Capital Private Limited's ("RCPL") group companies, affiliates, or associated entities (collectively, the "Group Companies") under any loan agreement, arrangement, or payment instruction, by whatever name called, such excess amount may, at the sole discretion of RCPL, be appropriated and adjusted against any present or future dues, liabilities, or outstanding amounts payable by the Borrower to RCPL under any loan agreement or financial arrangement. The Borrower hereby expressly agrees and irrevocably authorizes RCPL to instruct and cause such appropriation of excess funds from Group Companies for settlement of any amounts due to RCPL, without the need for any further consent, confirmation, or authorization from the Borrower.
17. **Insurance:** The Company shall provide for adequate insurance cover for the Collateral within its custody, including Collateral in transit.
18. **Company's liability:** In the event of any loss of or damage to the Collateral during the tenure of the Loan, the Company's liability shall be limited to: (i) in the event of loss, the extent of the net weight of the Collateral as mentioned in the Pledge Card, minus the Loan amount and interest and other charges owed to the Company till date, or (ii) in the event of damage, to the extent of the damage to the Pledged Jewellery. If the loss/damage is caused due to reasons beyond the Company's control the Borrower shall only be compensated to the extent of the insurance coverage for the same and only upon the insurance settlement being received by the Company for such claim.
19. **Transfer and Assignment:** The Company may assign, transfer or sell its rights, title, and interest to the Loan, including the Collateral to any bank, non-banking financial institution or any other financial institution or third party without the consent of the Borrower. The Company shall not entertain any transfer of loan accounts from the Borrower to any other person or from one of its

branches to another, except in the manner provided in the Fair Practices Code published on the Company's website – [www.rupeekcapital.com](http://www.rupeekcapital.com)

20. **Reporting and Disclosures:** The Borrower acknowledges that the Company is required to disclose information with respect to the Loan, including personal information and the credit score of the Borrower, to various authorities and credit information companies such as the CIBIL, the Reserve Bank of India, the Financial Intelligence Unit, etc. It is further understood that such regulatory and statutory authorities may utilise or share the information in the manner deemed fit and necessary by them. The Borrower expressly authorises the Company to make such disclosures. The Borrower further confirms that in case of any default in repayment of the Loan or interest thereon, the Company has an unqualified right to disclose or publish the Borrower's name, details and photograph as a defaulter in such manner and through such medium, as the Company thinks fit.
21. **Notices:** The address for all communications to the Borrower shall be as specified in the Pledge Card, unless otherwise notified by the Borrower in writing. Any communication made by the Company to such address shall be deemed to have been received and accepted by the Borrower, unless otherwise notified in writing to the Company. The Company may use any mode of communication, including registered post, courier, e-mail, SMS or telephone communication. The Company may also use the services of any third party web or mobile applications. All communications made by the Company through such application with the Borrower shall be deemed received by the latter upon the transmission of pop-up notifications on the Borrower's web/mobile application, as the case may be. The Borrower hereby agrees that the Company may communicate with the Borrower over e-mail and telephone communication regarding transactional and promotional material and the Borrower consents to the same. All such communications shall be in accordance with Applicable Law. All communication with the Borrower over telephone may be recorded by the Company for future use. Borrower shall not record any communication with the Company or its representatives without their express consent.
22. **Taxes:** All present and future charges relating to administration, interest tax, service tax, duties (including stamp duty), sales tax/VAT, stamp duty and taxes of any description as may be levied by the Government or any other authority from time to time and all other costs and expenses whatsoever in connection with (a) application for and the grant and repayment of the Loan; (b) recovery and realization of the Loan together with interest and other charges thereon; (c) enforcement of security; (d) clearance of arrears of all taxes and any other charges and levies of the Government in respect of the Collateral and (e) insuring the Collateral shall be to the account of the Borrower.
23. **Governing law and dispute resolution:** This Loan Agreement shall be governed by the laws of India. Any dispute arising or in connection with this agreement, including any dispute relating to the validity or termination of this agreement shall be determined by arbitration to be administered by the Centre for Online Resolution of Disputes (CORD) ([www.resolveoncord.com](http://www.resolveoncord.com)) in accordance with the Rules of Arbitration of CORD, prevailing as on date of initiating arbitration. The arbitration tribunal shall consist of a sole arbitrator who shall be appointed by CORD in accordance with its Rules. The decision of the arbitration shall be final. The seat of arbitration shall be Chennai. The language of arbitration shall be English.
24. **Fair Practices Code:** This Loan is sanctioned in compliance of the terms of the "Fair Practices Code" of the Company published on the Company's website [www.rupeekcapital.com](http://www.rupeekcapital.com). Changes in

the terms and conditions of the Fair Practices Code will also be notified on the website from time to time and will be applicable for all loans sanctioned subsequently.

25. **Erroneous Payments:** Erroneous Payments made by one party to another shall be refunded in full by the recipient.
26. **Providing KYC details and updating KYC Details:** The Borrower shall provide KYC documents as may be requested by the Company or the third party issuing the Prepaid Card, as the case may be. Borrowers are advised to update their latest KYC details with the help by getting in touch with the customer support team at Rupeek.
27. **Vernacular Declaration:** The content of the Loan Agreement and all other documentation have been read over and translated into language and explained to the Borrower and the Borrower having understood the content thereof has subscribed to these presents.
28. **Borrower Declaration:**
- (i) I hereby acknowledge that any and all penal interest is reasonable and represent a genuine pre-estimate of the loss incurred by the Company in the event of non-payment by the Borrower and/or non-compliance with the terms of this Loan Agreement.
  - (ii) I hereby acknowledge that the Loan provided under this Loan Agreement is for a commercial transaction entered into for valid and adequate consideration.
  - (iii) It is hereby accepted by me that the amounts stated by the Company as due from me, shall be final and conclusive proof of the correctness of any sum claimed by the Company to be due from me and without production of any voucher, documents or other papers whether in support thereof or otherwise and I hereby agree that the same shall not be disputed by me.
  - (iv) The right of the Company to recover the dues from me shall be exercised either directly by the Company or by the Company through its agent or any of its authorized representatives and I hereby agree to the same.
  - (v) I undertake that for any changes/updation/modification made in mobile phone number details, the same will be duly communicated to the Company.
  - (vi) In the event of death of the Borrower, I/We do hereby confirm that the nominee mentioned below shall be entitled to receive the gold ornaments pledged with Rupeek or such other bank/ financial institution, subject to payment of all outstanding amounts including interest etc. and production of death certificate of the Borrower, to the exclusion of any other person/s, regardless of any other depositions made by me/us, whether testamentary or otherwise I/We hereby declare and confirm that upon return of the pledged gold to my nominee, Rupeek and any other associated banking company/financial institution shall be released from any and all liabilities towards me/us and/or my/our legal heirs.

Name of Nominee: .....

Address of Nominee: .....

Phone No. of Nominee: .....

Relationship with Borrower: .....

(vii) In the event the aforementioned nominee does not come forward within a period of 90 (Ninety) days from the death of the Borrower to retrieve the pledged gold, Rupeek shall release the gold jointly to the legal heirs of the Borrower upon them furnishing a legal heirship certificate or similar document evidencing their relationship to the Borrower.

Borrower's Signature

Place:.....

Date: .....



**RUPEEK CAPITAL PRIVATE LIMITED**  
**GENERAL TERMS AND CONDITIONS (T&Cs) FOR - PERSONAL LOAN(s)**

1. **Agreement:** These T&Cs and the Loan document (together, the Loan Agreement) form the agreement between the Company and the Borrower with respect to the Loan given by the Company to the Borrower. In the event of any inconsistency between the T&Cs and the Loan Card, the terms of the Loan Card shall prevail.
2. **Loan:** The Borrower confirms that he/she has carefully perused and understood the various loan products offered by the Company, has sought and received all relevant information and clarifications from the Company and upon a thorough assessment of all such information, has opted to avail the Loan specified in the loan document. In the event that any of the products offered by the Company are discontinued, the Borrower may either migrate to the new product offered by the Company in lieu thereof or prepay all amounts and close the Loan account.
3. **End Use:** The Borrower represents and warrants that the Loan shall not be utilised for any unlawful or illegal purposes.
4. **Calculation of interest:** Interest will be calculated on the basis of 365 days a year on the amount outstanding, and such period shall be inclusive of the date of the sanction of the loan and closure of the loan. Interest shall be calculated on Simple interest basis on a monthly basis.
5. **Revisions to interest rate:** The Company has the right to revise the interest rates chargeable on the Loan at any time at its sole discretion, taking into account any relevant considerations. The Borrower shall be provided written notice of the revised rates of interest, prior to giving effect to the same. In the event that the revised interest rate is not acceptable to the Borrower, the Borrower shall repay the Loan and all amounts due and payable thereon within a 2 (two) weeks from the date of intimation of the revised rates.
6. **Repayment :** It is hereby accepted by the Parties that the amounts stated by the Company as due from the Borrower, shall be final and conclusive proof of the correctness of any sum claimed by the Company to be due from the Borrower in respect of this Agreement, a statement of account made out from the books of the Lender, without production of any voucher, documents or other papers whether in support thereof or otherwise and the Parties hereby agree that the same shall not be disputed by the Borrower. The right of the Company to recover the dues from the Borrower shall be exercised either by the Company or its authorized representatives and the Borrower hereby agrees to the same. Notwithstanding anything to the contrary contained in the Loan Documents of any other lender/s, any proceeds of repayment or prepayment shall be first utilised towards closure/prepayment of this loan. In the event any excess amount of the Borrower is lying or received by any of Rupeek Capital Private Limited's ("RCPL") group companies, affiliates, or associated entities (collectively, the "Group Companies") under any loan agreement, arrangement, or payment instruction, by whatever name called, such excess amount may, at the sole discretion

of RCPL, be appropriated and adjusted against any present or future dues, liabilities, or outstanding amounts payable by the Borrower to RCPL under any loan agreement or financial arrangement. The Borrower hereby expressly agrees and irrevocably authorizes RCPL to instruct and cause such appropriation of excess funds from Group Companies for settlement of any amounts due to RCPL, without the need for any further consent, confirmation, or authorization from the Borrower.

7. **Repayment on demand:** The Company is entitled to recall / cancel the Loan at any time at its discretion without assigning any reasons and thereafter the Loan together with all interest and other charges shall immediately become due and payable to the Company.
8. **Accelerated repayment:** If at any time, the Company is of the opinion that there is mis-representation / defect in declarations/documents provided by the customer to the Company, the Company may, at its sole discretion, may require the Borrower to immediately repay the Loan, together with interest and all other charges thereon.
9. **Prepayment:** The Borrower can prepay the Loan (or part thereof) at any time, subject to pre-payment charges specified in the Loan Document.
10. **Payment of other charges:** The Borrower shall, apart from repayment of the principal and interest thereon, also be required to clear all dues, including but not limited to all applicable taxes and other charges in relation to: (i) application and sanction of the Loan; (ii) repayment of the Loan; and (iii) other applicable charges and taxes due and owing to the Company or regulatory authorities, as the case may be. The amount pre-paid shall be first used to credit the overdue interest, bank charges, legal expenses, if any.
11. **Provision of information by Borrower:** The Borrower warrants that all information provided by the Borrower is true and accurate. The Borrower shall provide due notice of any change or update in the information provided to the Company.
12. **Lien for other liabilities:** The Borrower expressly confirms that the Company reserves the right to exercise lien on any collateral in any secured loan of the borrower with the company to secure the repayment of any liability of the Borrower to the Company (whether owed solely or jointly with another person), which is due and payable, until such liability is fully settled.
13. **Transfer and Assignment:** The Company may assign, transfer or sell its rights, title, and interest to the Loan, to any bank, non-banking financial institution or any other financial institution or third party. The Company shall not entertain any transfer of loan accounts from the Borrower to any other person or from one of its branches to another, except in the manner provided in the Fair Practices Code published on the Company's website - [rupeekcapital.com](http://rupeekcapital.com).
14. **Reporting and Disclosures:** The Borrower acknowledges that the Company is required to disclose information with respect to the Loan, including personal information and the credit score of the Borrower, to various authorities and credit information companies such as the CIBIL, the Reserve Bank of India, the Financial Intelligence Unit, etc. It is further understood that such regulatory and statutory authorities may utilise or share the information in the manner deemed fit and necessary by them. The Borrower expressly authorises the Company to make such disclosures. The Borrower further confirms that in case of any default in repayment of the Loan or interest thereon, the Company has an unqualified right to disclose or publish the Borrower's name, details and photograph as a defaulter in such manner and through such medium, as permitted under Applicable Laws



15. **Notices:** The address for all communications to the Borrower shall be as specified in the Loan Document, unless otherwise notified by the Borrower in writing. Any communication made by the Company to such address shall be deemed to have been received and accepted by the Borrower, unless otherwise notified in writing to the Company. The Company may use any mode of communication, including registered post, courier, e-mail, SMS or telephone communication. The Company may also use the services of any third party web or mobile applications. All communications made by the Company through such application with the Borrower shall be deemed received by the latter upon the transmission of pop-up notifications on the Borrower's web/mobile application, as the case may be. The Borrower hereby agrees that the Company may communicate with the Borrower over e-mail and telephone communication regarding transactional and promotional material and the Borrower consents to the same. All such communications shall be in accordance with Applicable Law. All communication with the Borrower over telephone may be recorded by the Company for future use. Borrower shall not record any communication with the Company or its representatives without their express consent.
16. **Taxes:** All present and future charges relating to administration, interest tax, goods and service tax, duties (including stamp duty), sales tax/VAT, stamp duty, and taxes of any description as may be levied by the Government or any other authority from time to time and all other costs and expenses whatsoever in connection with (a) application for and the grant and repayment of the Loan; (b) recovery and realization of the Loan together with interest and other charges thereon.
17. **Indemnification :** The Borrower shall indemnify and hold the Company and its directors, officers, employees, agents and advisers harmless against losses, claims, liabilities, or damages which are sustained as a result of any acts, errors, or omissions of the Borrower and/or, its respective employees, agents, or assignees, or for improper performance or nonperformance relating to this Agreement or any other document executed thereof in pursuance to this Agreement
18. **Governing law and dispute resolution:** This Loan Agreement shall be governed by the laws of India. Any dispute arising or in connection with this agreement, including any dispute relating to the validity or termination of this agreement shall be determined by arbitration to be administered by the Centre for Online Resolution of Disputes (CORD) ([www.resolveoncord.com](http://www.resolveoncord.com)) in accordance with the Rules of Arbitration of CORD, prevailing as on date of initiating arbitration. The arbitration tribunal shall consist of a sole arbitrator who shall be appointed by CORD in accordance with its Rules. The decision of the arbitration shall be final. The seat of arbitration shall be Chennai. The language of arbitration shall be English.
19. **Grievances:** In the event of any grievances, complaints, clarifications or feedback, you may reach out the grievance redressal officer (indicated under the Key Fact Statement) [care@rupeek.com](mailto:care@rupeek.com) or contact the Company at 080-68186888. The Company shall endeavour to respond to your communication within 3 business days, failing which the Borrower can address his/her grievances, complaints, clarifications or feedback to the [RCPL\\_grievance@rupeek.com](mailto:RCPL_grievance@rupeek.com).
20. **Fair Practices Code:** This Loan is sanctioned in compliance of the terms of the "Fair Practices Code" of the Company published on the Company's website [rupeekcapital.com](http://rupeekcapital.com). Changes in the terms and conditions of the Fair Practices Code will also be notified on the website from time to time and will be applicable for all loans sanctioned subsequently.
21. **Erroneous Payments:** Erroneous Payments made by one party to another shall be refunded in full by the recipient.

22. **Updating KYC Details:** Borrowers are advised to update their latest KYC details with the help by getting in touch with the customer support team at Rupeek.
23. **VERNACULAR DECLARATION:** The content of this Form, the Terms & Conditions and all other documentation have been read over and translated into \_\_\_\_\_ language and explained to the Borrower(s) and He/She/They having understood the content thereof have subscribed to these presents.

Borrower's Signature

Rupeek representative sign:

Date: