

APP REF: [REDACTED] CSO/EFO: [REDACTED] CIF: [REDACTED] Promotion Ref.: [REDACTED]

PERSONAL DETAILS (Please complete all sections of your application using BLOCK LETTERS)

Mr. Mrs. Miss. Applicant's Name (as in passport): [REDACTED]
 Nationality: [REDACTED] Passport No.: [REDACTED]
 EID No.: [REDACTED] - [REDACTED] - [REDACTED] - [REDACTED] Passport Expiry Date: [REDACTED] Visa Expiry Date: [REDACTED]
 Gender: Male Female EID Expiry Date: [REDACTED] Date of Birth: [REDACTED]
 Mother's Maiden Name: [REDACTED]

RESIDENTIAL ADDRESS IN THE UAE

Villa/Flat No.: [REDACTED] Building Name/No.: [REDACTED] Area Name: [REDACTED]
 Mobile: [REDACTED] Nearest Landmark: [REDACTED] Emirate: [REDACTED]
 E-mail Address for notices & correspondence: [REDACTED] P.O. Box: [REDACTED]

YOUR EMPLOYMENT DETAILS

Name of Organization/Business: [REDACTED] Department: [REDACTED] Office No.: [REDACTED]
 Building Name/No.: [REDACTED] Area Name: [REDACTED] Nearest Landmark: [REDACTED] Emirate: [REDACTED]
 Monthly Salary Income (AED): [REDACTED]

GOLD LOAN DETAILS

I hereby apply for Gold Loan from Finance House ("FH"). The relevant Gold Loan ("Loan") details are provided here-below:

Loan Amount (AED): [REDACTED] Tenure (Months): [REDACTED] Purpose of Loan: [REDACTED] Interest Rate (%): [REDACTED]

Payment options:

EMI (AED) Bullet payment (AED)
 Cash Direct Debit Authorization (DDA)

For the purpose of providing me with the Loan, I hereby agree to sign and execute the Personal Loan Agreement and the Pledge Agreement both enclosed with this Gold Loan Application as well as to pledge in favor of FH the gold jewelry/ gold items detailed under Schedule 1 of the Pledge Agreement.

LOAN TRANSFER DETAILS

Transfer the Loan amount to:

Repayment Account (details of which provided below)
 Transfer the Loan amount to my account mentioned below:

Bank Name and Branch: [REDACTED] Account Title: [REDACTED]

IBAN No.: [REDACTED]

Issue a Manager's Cheque in my favor

REPAYMENT ACCOUNT DETAILS

Bank Name and Branch: [REDACTED] IBAN No.: [REDACTED]

APPLICABLE FEES DETAILS

I hereby acknowledge and agree that FH will charge me the following fees to be deducted upfront from the Loan amount or to be paid by me upon providing any additional security:

1. Insurance fees of 1% of the total value of the gold jewelry/gold or AED100, whichever is higher, for the gold insurance policy to be obtained for the purpose of the Loan
 Consent to the issuance of such policy, if obtained by Finance House. No, I am willing to bear full responsibility for my loan in the event of death or disability.
2. Applicable fees of Emirates Integrated Registries Company (EIRC) required for creating a notice/charge over my gold jewelry/gold;
3. Gold jewelry/gold valuation/appraisal fee of AED 300 for every valuation/appraisal; and
4. Processing fees of 1% with minimum AED 300.
5. Estimated loan disbursement amount.

AUTHORIZATION TO RECORD

The undersigned hereby entitles and authorizes FH to record in its premises, or such other place designated by FH, the event of execution of the pledge of gold jewelry/gold transaction which includes, *inter alia*, the appraising, delivery, receipt and collection of the gold jewelry/gold.

UNDERTAKING AND AUTHORIZATION TO OBTAIN AND DISCLOSE INFORMATION

The undersigned hereby entitles and authorizes unconditionally and irrevocably FH to conduct all the necessary market checks and inquiries, request or obtain, verify, use, assess and disclose, any financial (including but not limited to bank statements), credit and identity history, legal or confidential information relating to the Applicant, to any of the banks or FH's branches, subsidiaries, affiliates and agents as well as to credit bureau entities (including "Al Etihad Credit Bureau") and any competent authorities or departments (whether judicial, governmental or semi-governmental) and any service provider and the Applicant hereby waives any confidentiality rights applicable under data protection, banking secrecy or similar laws in respect of any and all information related to the Applicant.

I hereby unconditionally undertake to immediately inform FH of my intention to submit or upon submitting a request to the applicable UAE court to benefit from the Federal Law No.(19) of 2019 Insolvency ("**Insolvency Law**") failing which I understand and unconditionally agree that FH shall not be bound by any obligation that may result from the settlement plan of my financial obligations and that FH's debts shall be considered as preferential debts and shall have priority in collection regardless of my financial position and the procedures that I have undertaken.

I understand and unconditionally agree that the Loan (as defined under the Personal Loan Agreement) shall become fully due on the date on which FH is notified that the proceedings for settling my financial obligations under the provisions of the Insolvency Law have commenced.

I further unconditionally agree and confirm that any form of security granted in favor of FH under the Loan are final and may not be replaced by the court and are not subject to Article (14) of the Insolvency Law unless FH deems otherwise.

I also understand and agree that FH's decision to lend is subject to satisfactory completion of all formalities and documentation, including the execution of a pledge agreement (pertaining to the pledgee of gold jewelry/gold in favor of FH) and/or other security, if such is required.

I hereby apply for a Loan and for that purpose I affix my signature hereunder.

I understand that I may cancel this Application within five (5) Business days from the date of submission, therefore and unless I notify FH to cancel my Application, or waive my right to cancel by ticking the box, the requested underlying product will not be made available before the lapse of five (5) Business days from the date of submission.

I consent to receive promotional materials/offers from Finance House, through all channels of contact, including but not limited to my email address, mobile number, or through phone calls.

Applicant Name:

Signature:

Date:



المادة (5) – أحكام عامة

3. Finance House's books and records shall be final and conclusive evidence in all matters relating to the Borrower's indebtedness unless proven otherwise according to the applicable laws.

4. Without prejudice to the applicable laws, the non-exercise by Finance House of any of its rights or delay in the exercise shall not detract it from this right, nor considered as a waiver for realization of the terms and conditions set out in this Agreement.

5. Finance House shall have the right to delegate advocates and collection agents (inside the UAE or abroad) to follow up the collection of any amounts due to Finance House from the Borrower. The Borrower authorizes Finance House to provide them with any information or documents relating to the accounts of the Borrower. The advocates and collection agents shall have the right to take any appropriate action on behalf of Finance House for the purpose of carrying out their mission which includes contacting the Borrower.

6. In the event the Loan is granted to more than one borrower, the borrowers shall jointly and severally be responsible for the payment of all obligations under the Loan.

7. The Borrower may not assign or transfer to third parties any of his/her right or obligations under this Agreement without obtaining the prior written consent of Finance House. The Borrower agrees that Finance House shall have the absolute right to assign or transfer any of its rights under this Agreement in addition to mortgage, guarantees, or any other securities to any authority without having to obtain the Borrower's consent on such assignment or transfer.

8. This Agreement is made in two original sets both Arabic and English and in the event of any contradiction between the two texts, the text in Arabic language shall prevail. Each party will retain the original set after its execution.

3. تكون دفاتر دار التمويل و سجلاتها حجة نهائية وقاطعة في كل ما يتعلق بالتزامات المقترض ما لم يتم إثبات العكس وفق المدونين المطبقية.

4. مع مراعاة القوانين المطبقة لا يؤدي عدم ممارسة دار التمويل لأي حق من حقوقها أو التأخر في ممارسته إلى الإنفاق من هذا الحق ولا بعد تنازلها عنها عن أعمال الشروط والأحكام الواردة في هذا العقد.

5. يحق لدار التمويل تفويض المحامين ووكاله التحصيل (سواء داخل أو خارج الدولة) لمتابعة تحصيل أية مبالغ مستحقة لدار التمويل في مواجهة المقترض، وبفوض المقترض دار التمويل بتزويدهم بأية معلومات أو مستندات تتعلق بحسابات المقترض، ويحق للمحامين ووكاله التحصيل إتخاذ أية إجراءات مناسبة نيابة عن دار التمويل للقيام بهمهمتهم بما في ذلك الإتصال بالمقترض.

6. في حالة منح القرض لأكثر من مقترض، يكون المقترضون مسؤولين بالتضامن والتكافل عن سداد جميع الالتزامات المرتبطة على القرض، ويحق لدار التمويل وحسب تقديرها المطلق مطالبة أي منهم منفرداً أو مطالبتهما مجتمعين وفق ما تراه مناسباً.

7. لا يحق للمقترض أن يتنازل أو يحيل للغير أي من حقوقه أو التزاماته الناشئة عن هذا العقد دون الحصول على الموافقة الخطية المسبقة من دار التمويل. وبفوض المقترض على أن لدار التمويل مطلق الحق في التنازل عن أو تحويل أي من حقوق دار التمويل الناشئة عن هذا العقد بالإضافة إلى الرهونات والكافالات وأية تأمينات أخرى إلى أية جهة دون الحاجة لموقعة المقترض على التحويل أو التنازل. تم تحرير هذا العقد على نسختين أصليتين باللغتين العربية والإنجليزية وفي حالة وجود أي تعارض بين النصين يتم اعتماد النص باللغة العربية. وقد استلم كل طرف نسخة أصلية من العقد بعد توقيعه.

المادة (6) – التأمين على الذهب

1. يوافق المقترض على استحصال دار التمويل على وثيقة التأمين على الذهب. تقتصر بوليصة التأمين على الذهب هذه على تغطية قيمة الذهب الصافي من قطع المجوهرات من الذهب/الذهب المرهونة، فقط في حالة تلفها أو تبديدها أو ضياعها، منعاً لأي التباس. لا تشمل بوليصة التأمين على الذهب تغطية المكونات الأخرى لقطع المجوهرات من الذهب/الذهب المفصولة في الجدول من اتفاقية الرهن، كذلك لا تشمل أي أحداث أخرى لا تغطيها شركة التأمين في مثل هذا النوع من البواص.

2. تستخدم عادات هذه الوثيقة فقط لتسديد القرض ومتى تتم الدفع على المقترض أو ورثته، حسب مقتضى الحال. يتعدى المقترض بدفع قسط التأمين مقدماً من مبلغ القرض.

Article (7) – Applicable Law and Competent Courts

This Agreement is subject to and shall be construed pursuant to the applicable laws of the United Arab Emirates and the applicable law of the Emirate of Dubai. In the event of any dispute arising in relation to this Agreement, the courts of the Emirate of Dubai shall have jurisdiction provided that Finance House may, if it deems appropriate, bring proceedings in any other jurisdiction, inside or outside the United Arab Emirates.

المادة (7) – القانون الواجب التطبيق والمحاكم المختصة

1. All notices and correspondence between the parties to this Agreement shall be deemed valid and binding when in writing and addressed to the addresses mentioned at the beginning of this Agreement and by registered mail, courier, express mail or hand delivery with acknowledgment of receipt (or refusal of receipt) unless any of the two parties notifies the other party in writing about the change of address.

2. Further to Article 8(1) above, the Borrower acknowledges and agrees that notices and correspondence shall be deemed valid and binding on the Borrower whenever sent through email by Finance House to the Borrower's email address mentioned at the beginning of this Agreement against 'delivery receipt' to Finance House's mailbox.

1. تكون كافة الإخطارات والمراسلات بين طرفي هذا العقد صحيحة وملزمة متى كانت مكتوبة ووجهت إلى العنوان المبينة في صدر هذا العقد بموجب خطابات مسجلة، أو بواسطة البريد أو البريد السريع أو بالتسليم باليد مقابل الإقرار بالاستلام (أو رفض الاستلام) ما لم يقم أحد الطرفين بإخطار الطرف الآخر كتابة بتغيير عنوانه.

2. بالإضافة إلى البند (1) أعلاه، يقر المقترض ويفافق على أن الإخطارات والمراسلات تكون صحيحة وملزمة للمقترض متى تم إرسالها عبر البريد الإلكتروني من قبل دار التمويل إلى المقترض على عنوان البريد الإلكتروني الخاص به المبين في صدر هذا العقد مقابل ورود "شعار بالاستلام" إلى صندوق البريد الإلكتروني لدار التمويل.

المادة (9) – سريان العقد

This Agreement shall be valid, executed with all its terms and conditions, and binding among the parties and their successors from date of signing and remain valid till the payment of all the Borrower's liabilities towards Finance House. Finance House shall have the right to transfer or assign the whole or part of this Agreement to any third party of its choice.

يسري هذا العقد، وينفذ بكافة شروطه وأحكامه ويكون ملزماً لطرفيه وخلافهما اعتباراً من تاريخ توقيعه ورثلي سارياً حتى سداد كامل التزامات المقترض تجاه دار التمويل. يكون دار التمويل الحق في تنازل أو التنازل عن كامل هذا العقد أو أي جزء منه لأي طرف ثالث تختاره.