

GOLD LOAN TERMS AND CONDITIONS

Regd. Office: Chaitanya, No.12, Khader Nawaz Khan Road, Nungambakkam, Chennai-600006
Corp. Office:No.29, Jayalashmi Estates, Third Floor, Haddows Road, Nungambakkam, Chennai-600006

COMMON TERMS AND CONDITIONS OF THE GOLD LOAN

These Terms and Conditions provided by TVS Credit Services Limited in the capacity of the Lender, to the Borrower, governs the Loan availed against pledged Gold by the Borrower and shall be read in conjunction with the Application Form, Sanction cum Pledge Card, along with any other agreements or documents executed/accepted by all the Borrowers (including nominees or any person acting on Borrower's behalf (if any)).

Please read these Terms and Conditions carefully.

1. DEFINITIONS

In this document, the following words and phrases shall have the following meanings:

- a) "Additional Margin" shall have the meaning ascribed to the term in Clause 4.4.
- b) "Application Form" shall mean the application in vernacular language, or a language understood by the Borrower and executed by the Borrower in the form and manner stipulated by the Lender.
- c) "Auction" shall mean auction of the pledged Gold as detailed in Clause 12 (Auction).
- d) "Auction Announcement" shall mean auction of the pledged Gold as detailed in Clause 12.5.
- e) "Auction Notice" shall have the meaning as provided under Clause 12.3.
- f) "Auction Policy" shall mean the auction policy of TVS Credit Services Limited.
- g) "Bank Account" shall mean the details of the bank account provided by the Borrower in the Application Form for the disbursement of the Loan.
- h) "Bidder" shall have the meaning as provided under Clause 12.5.
- i) "Borrower" means an individual (including his/her legal representatives, administrators, executors, and heirs, and shall be construed so as to include his/her permitted assigns and permitted transferees) who has been sanctioned the Loan by the Lender pursuant to his/her request for such Loan.
- j) "Certificate" shall mean the certificate provided to the Borrower on the letterhead of the Lender after having assayed the gold and detailing the purity (in terms of carats) and the weight of the pledged Gold.
- k) "Charges" shall mean all the charges as detailed in the Sanction cum Pledge Card and applicable to the Loan at the discretion of the Lender.
- l) "Confirmation of Release" shall mean confirmation of release, annexed to the Sanction cum Pledge Card that: (i) the Borrower shall execute; or (ii) the Nominee shall execute in the event of death of the Borrower, on release of the pledged Gold, confirming the receipt of the pledged Gold by the Borrower in accordance with Clause 8 (Release).
- m) "Credit Policy" shall mean the credit policy of TVS Credit Services Limited.
- n) "Declaration Form" shall mean the declaration form annexed to the Application Form and submitted by the Borrower to confirm his/her ownership / absolute title over the pledged Gold and other details of the pledged Gold.
- o) "Demand Promissory Note" shall mean the promissory note issued by the Borrower to the Lender for the purpose of discharge of the Principal Amount and Interest under the terms of the Facility Documents as captured in Annexure I to these Terms and Conditions.
- p) "ECGC" shall mean the Export and Credit Guarantee Corporation.
- q) "ECS" or "NACH" refers to electronic clearing services or electronic payment services, participation in which has been consented to in writing by the Borrower, for facilitating the payment of EMI, fees, and other applicable Charges to the Lender in connection with the Loan.
- r) "EMI" shall have the meaning ascribed to the term in Clause 5.1.
- s) "Events of Default(s)" shall have the meaning ascribed to the term in Clause 10 (Events of Default).
- t) "Facility Documents" shall mean these Terms and Conditions, Sanction cum Pledge Card, Application Form, Demand Promissory Note, and any document including that of such forms as may be necessary that may be executed by and between the Lender and the Borrower in relation to the Loan.
- u) "Final Settlement Date" shall mean the date on which all the dues outstanding in relation to the Loan, including the Principal Amount, Interest, Penal Charges, other fees / Charges (if any) are discharged and paid in full irrevocably and unconditionally by the Borrower to the Lender and to the satisfaction of the Lender.
- v) "First Notice" shall have the meaning ascribed to the term in Clause 12.2.
- w) "Illicit Purpose" shall mean utilisation of the Loan for (i) 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; or (ii) acquisition of small savings instruments (including Kisan Vikas Patra & National Savings Certificates); or (iii) investment in capital market instruments or in another scheme of mutual fund or for speculative purposes in silver, bullion, essential commodities, property rate arbitrage etc.
- x) "Indemnified Parties" shall have the meaning ascribed to such term under Clause 9 (Indemnity).
- y) "Interest" shall mean the rate of interest applicable to the outstanding Principal Amount of the Loan as per the Sanction cum Pledge Card.
- z) "Interest Due Date" shall mean the date when the Interest is due and payable by the Borrower.
- aa) "Lender" shall mean TVS Credit Services Limited (including its successors and assigns), a non-banking finance company, registered under the Companies Act, 1956, having its registered office at Chaitanya, No.12, Khader Nawaz Khan Road, Nungambakkam, Chennai-600006 and corporate office at [•].
- bb) "Loan" shall mean the Principal Amount availed by the Borrower from the Lender against the pledged Gold as security and in accordance with the Facility Documents.
- cc) "LTV Ratio" shall have the meaning as provided under Clause 4.1.

Customer signature

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For TVS Credit Service Limited



L Sayee Krishnan (5000937)
Head – Operations
Authorised Signatory

- dd) "Mark to Market Ratio" shall mean that the Total Outstanding Amounts, including any other amounts outstanding in relation to the Loan divided by the Total Realizable Value of the pledged Gold, as maintained in the Lender's record.
- ee) "Nominee" shall mean the nominee identified by the Borrower as per the Application Form.
- ff) "Penal Charges" shall mean the penal charges payable by the Borrower to the Lender as detailed under the Sanction cum Pledge Card upon the occurrence of event of default under these Terms and Conditions.
- gg) "Pledged Gold" shall mean the gold ornaments/jewellery and any other articles pledged by the Borrower to the Lender as security by way of a first ranking exclusive pledge.
- hh) "Prepayment" shall have the meaning ascribed to such terms under Clause 5.6.
- ii) "Principal Amount" shall mean the total amounts disbursed by the Lender to the Borrower in accordance with the Sanction cum Pledge Card.
- jj) "Principal Due Date" shall mean the date when the Principal Amount is due and payable.
- kk) "Purity Assessment" shall mean the assessment of the purity to determine the value of the gold jewellery/ornament(s) proposed to be pledged by the Borrower as a security for the Loan using the methods prescribed by the Lender from time to time and undertaken by the designated staff of the Lender.
- ll) "Purpose" shall mean the purpose for which the Borrower has availed the Loan as provided under the Application Form.
- mm) "RBI" shall mean the Reserve Bank of India.
- nn) "RFID" means Radio Frequency Identification technology used for identification of the pledged Gold.
- oo) "Release Amount" shall mean the amount payable by the Borrower at the time of partial release and shall be calculated after factoring the number of days after the due date and the Mark to Market Ratio applicable on such date of release.
- pp) "Repayment Method" shall have the meaning ascribed to the term in Clause 5.1.
- qq) "Repayment Schedule" shall mean the schedule of repayment applicable to the Borrower in relation to the Loan as provided under the Sanction cum Pledge Card.
- rr) "Reference Rate" shall mean the average of the closing price of 22 carat gold as per the rate quoted by the Bombay Bullion Association Ltd. (BBA) for the preceding 30 days.
- ss) "Sanction cum Pledge Card" means the letter with the pledge card issued by the Lender to the Borrower in vernacular language or a language understood by the Borrower upon sanction and disbursement of the Loan, setting out the details of such Loan.
- tt) "Tenure" shall mean the tenure applicable to the Loan as per the Sanction cum Pledge Card.
- uu) "Total Outstanding Amounts" shall mean all amounts outstanding including the Principal Amount, Interest outstanding, the Penal Charges (if any), other Charges, late payment fees, and any other amount payable by the Borrower, in relation to the Loan.
- vv) "Total Realizable Value" shall mean the value that may be realised upon the sale of the pledged Gold at the current prices and shall be calculated at 95% (ninety five percent) of the current prices or any other percentage as stipulated by the Lender in its Credit Policy.

2. LOAN, DISBURSEMENT, AND INTEREST

- 2.1 The Borrower shall opt for the Loan by submitting the Application Form along with the gold proposed to be pledged with the Lender and shall make payment of the applicable fees for processing the Application Form.
- 2.2 Upon receipt of the Application Form, satisfaction of KYC (know your customer) related requirements of the Lender, completion of the Purity Assessment, and valuation of the gold jewellery/ornament(s) proposed to be pledged, the Lender may sanction the Loan at its sole discretion. Upon such sanction, the Lender shall issue a Sanction cum Pledge Card.
- 2.3 The disbursement of the Loan by the Lender shall take place after issuance of the Sanction cum Pledge Card by the Lender. Upon issuance of the Sanction cum Pledge Card, the Lender may either disburse the Loan directly into the Bank Account or by cash. In the event the Borrower opts for cash disbursement, the Lender may not disburse an amount greater than INR 50,000 (Indian Rupees Fifty Thousand only) in cash. Any amount exceeding INR 50,000 (Indian Rupees Fifty Thousand only) shall be disbursed by the Lender into the Bank Account.
- 2.4 Borrower shall pay Interest at the rate specified in the Sanction cum Pledge Card which may be changed only prospectively by the Lender by providing a prior notice to the Borrower. The Interest shall be calculated on a monthly basis on the outstanding Principal Amount. The Interest shall begin to accrue from the date of disbursement of the Loan to the Borrower and shall be payable on the Interest Due Date until the Final Settlement Date. The Lender may, at its sole discretion, and, subject to applicable laws, alter such due dates.
- 2.5 Each payment made by the Borrower under the terms of the Facility Documents shall be made on or before the respective due date, as mentioned in the Sanction cum Pledge Card and if the due date falls not on a business day, then the Borrower shall make the payment on the preceding business day.
- 2.6 The Borrower shall provide to the Lender, a Demand Promissory Note, as a continuity security for repayment of the Principal Amount and the Interest on the Loan and shall be invoked under the terms of the Facility Documents.
- 2.7 The Borrower shall deposit the pledged Gold with the Lender, to operate as a continuing security for the purpose of payment / repayment of the Total Outstanding Amount and shall be invoked under the terms of the Facility Documents.
- 2.8 Without prejudice to any other rights under the Facility Documents, the Lender shall be entitled to levy Penal Charges from the Borrower on the occurrence of an Event of Default under these Terms and Conditions. The Borrower hereby acknowledges that all sums payable under these Terms and Conditions by way of Penal Charges are reasonable and that they represent genuine pre-estimates of the loss incurred by the Lender in the event of occurrence of any default.
- 2.9 All tax and other costs, including Charges in connection with the Loan (as may be applicable) shall be borne by the Borrower and the Borrower shall reimburse the Lender any such cost that may be incurred by the Lender on account of the sanction / disbursement of the Loan.

3. TERMS OF THE PLEDGED GOLD

- 3.1 The Borrower shall pledge the pledged Gold in the favour of the Lender as a security for repayment of the Total Outstanding Amounts. The pledge created over the pledged Gold shall be first ranking exclusive pledge in favour of the Lender. The creation of the pledge will be recorded in the form of issuance of the Sanction cum Pledge Card by the Lender which shall be duly acknowledged by the Borrower.

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Head – Operations
Authorised Signatory

3.2 There shall be no lien, encumbrance, charge(s), or claim(s) on the pledged Gold, except created in the favour of the Lender and as evidenced in the Sanction cum Pledge Card.

3.3 The Lender shall verify the ownership of the pledged Gold and the Borrower shall produce original receipts of such pledged Gold along with the Declaration Form or any other suitable document to confirm the ownership of the Borrower in respect of the pledged Gold, irrespective of the weight of the pledged Gold.

3.4 The Lender may conduct investigation/s without any notice to the Borrower in connection with the quality and ownership of the pledged Gold at any time as the Lender may deem fit. The Borrower shall bear the costs arising from such investigation and not dispute the investigation findings of the Lender in relation to the pledged Gold.

3.5 The pledged Gold and / or any other security furnished by the Borrower to the Lender shall be released within 30 (thirty) days, only upon the Final Settlement Date upon the full payment of the Total Outstanding Amount under Loan to the satisfaction of the Lender in accordance with Clause 7.3.

3.6 In the event the pledged Gold is found to be fake or spurious or of lesser purity, or stolen, the Lender reserves the right to initiate appropriate investigation/criminal action as deemed fit. The Borrower shall be solely liable for all costs incurred by the Lender on account of the foregoing.

3.7 The Borrower shall have deposited the pledged Gold in the Lender's custody in a sealed packet with RFID wire tag and bar code during the tenure. The Borrower agrees that the Lender shall be entitled to, at any time and at its sole discretion, open such sealed packet during the Tenure to reappraise/verify the pledged Gold and conduct any other investigations in connection with the pledged Gold.

3.8 The Lender shall ensure that the pledged Gold is always insured (as appropriate) during the tenure, based on the prevailing market rate of pledged Gold according to its caratage, disregarding any making charges.

3.9 In the event, the Borrower enters the premises of the Lender with stolen gold or if the Lender subsequently discovers that the Borrower is not the absolute owner with rightful title of the pledged Gold, the Lender reserves the right to initiate appropriate investigation/criminal action as deemed fit. The Borrower shall be solely liable for all costs incurred by the Lender on account of the foregoing.

4. LOAN TO VALUE RATIO

4.1 The Borrower shall, at all times during the tenure, ensure that the Total Outstanding Amount is not more than 75% (seventy five percent) of value of pledged Gold, as maintained in the Lender's record or any such other lower percentage as stipulated by the Lender from time to time ("LTV Ratio").

4.2 To calculate the LTV Ratio, the Lender shall arrive at the intrinsic value of the pledged Gold subsequent to the Purity Assessment, using the following methodology:

a) When the purity is 22 carats or more: The Lender shall calculate the intrinsic value of the gold basis: (a) Reference Rate or (b) the historical spot gold price data publicly disseminated by a commodity exchange regulated by the Forward Markets Commission. In case the intrinsic value of the gold on the day of the assessment is lesser than 5% (five per cent) of the price arrived at as per sub-clause (a), the price on the date of the assessment shall be considered as the reference price for valuation. In case the current day price is lesser than 5% of the average of the preceding 30 (thirty) days, the current day price will be considered as the reference price for valuation.

b) When the purity is less than 22 carats: The Lender shall proportionately (depending upon the purity in gold) translate the gold of such lower purity into 22 carats and state the exact grams of the gold equivalent in 22 carats.

4.3 The value of the pledged Gold arrived at as per Clause 4.2 above shall be specified on the Valuation Certificate and provided to the Borrower upon sanction of the Loan.

4.4 The Lender shall monitor the value of the pledged Gold at regular intervals and in the event value of the pledged Gold falls below the LTV Ratio requirements (due to change in market price or any other reason), without prejudice to Clause 10.1 (Event of Default), the Lender shall intimate the Borrower of such fall in the LTV Ratio and be entitled to: (i) demand repayment of a certain amount (up to the Total Outstanding Amount) as may be determined by the Lender at its sole discretion, per gram of the pledged Gold; and / or (ii) pledge over additional gold to achieve the required LTV Ratio i.e., 75% (seventy five percent) (together called "Additional Margin"), within 15 (fifteen) days of the breach of the required LTV Ratio.

5. REPAYMENT

5.1 The Borrower shall repay the amounts availed under Loan either by one of the following repayment methods, as specified by the Lender in the Sanction cum Pledge Card ("Repayment Method"):

a) EMI Repayment: The Borrower shall repay the Loan by way of equated monthly instalments of the Principal Amount, along with Interest calculated on the reducing principal balance on a monthly basis ("EMI") and any other Charges (if any) on the due dates as set out in the Repayment Schedule in the Sanction cum Pledge Card. The Lender shall be entitled to recompute and/or modify the amounts constituting the EMI and the dates for payment thereof at its sole discretion. The Borrower hereby agrees and confirms that the Lender adopts a reasonable and proper basis for the recomputation and/or modification of the payable EMIs.

b) Bullet Repayment: The Borrower shall make payment of the Interest along with other Charges (if any) accrued on a daily/weekly/monthly/quarterly basis on the Interest Due Dates as set out in the Repayment Schedule in the Sanction cum Pledge Card and shall repay the Total Outstanding Amount at the expiry of the Tenure (i.e., the Principal Due Date) as set out in the Repayment Schedule in the Sanction cum Pledge Card.

5.2 The Repayment Method and corresponding due dates as detailed under the Repayment Schedule shall be specified in the Sanction cum Pledge Card and the Borrower undertakes to make regular repayments in accordance with the Repayment Schedule.

5.3 The Borrower shall issue or make payments through postdated cheques (PDC) / electronic clearance service (ECS) / national automated clearing house (NACH) / standing instruction (SI) for the repayment of the Loan. The Borrower acknowledges that ECS/NACH/SI mode of repayment is over and above the PDC(s) issued in favour of the Lender.

5.4 The Borrower hereby shall authorise the Lender to destroy PDC(s) (if any) in the possession of the Lender upon Final Settlement Date.

5.5 Without prejudice to any other rights that the Lender may have under law, in the case of Event of Default, the Borrower shall pay additional Penal Charges at such rate as provided in the 'schedule of charges' as mentioned under the Sanction cum Pledge Card, which may be amended from time to time and shall apply prospectively post communication to the Borrower.

5.6 Notwithstanding the Repayment Schedule and Repayment Method applicable to the Loan, the Borrower shall with the prior written consent of the Lender, prepay the Loan in whole or in part, and the Lender shall at its sole discretion grant such request on such conditions as it may deem fit, including without limitation the payment or part payment charges as the case may be, as stipulated by the Lender, which prepayment and/or pay payment charged may be applied and collected by the Lender ("Prepayment"). Further, it is clarified that no Prepayment request shall be accepted by the Lender before the expiry of 30 (thirty) days and 7 (seven) days in case of EMI Repayment and Bullet Repayment, respectively, from the date of disbursement of the Loan.

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For TVS Credit Service Limited



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Head – Operations
Authorised Signatory

5.7 The Lender may, without prejudice to any other rights that the Lender may have under law, without assigning any reason cancel in full or in part the Loan and demand repayment thereof. Upon such notice, the said dues shall become forthwith due and payable by the Borrower.

5.8 The Lender shall release the pledged Gold within 30 (thirty) days from the Final Settlement Date upon the full payment of all the Total Outstanding Amount, subject to any right or set off or lien for any other claim that the Lender may have against the Borrower in accordance with Clause 8 (Release). If such right of set off or lien is to be exercised, the Lender shall give notice to the Borrower with the particulars of such set off or lien and about the remaining claims and conditions under which the Lender shall be entitled to retain the pledged Gold till the amounts payable are paid in full. It is clarified that upon the Lender's decision to release the pledged Gold upon payment of the Total Outstanding Amount, even within the 30 (thirty) days from the Final Settlement Date, the Borrower shall be obliged to accept the release and receive the pledged Gold without any further delay or objection.

5.9 In the event of any suspension/ withdrawal of the facility / recall of the Loan due to any kind of improper repayment behaviour, the Borrower agrees that the Lender shall not be obligated to refund any fee paid by the Borrower.

6. REPRESENTATIONS AND WARRANTIES

The Borrower hereby represents and warrants the following to the Lender and each of these representations and warranties shall be deemed to be made by the Borrower on each day till the Final Settlement Date:

6.1 The Borrower is over the age of 18 (eighteen) years and under 65 (sixty-five) years and is capable of entering into an enforceable contract with the Lender as per the Applicable Law.

6.2 The Borrower is a citizen and resident of India.

6.3 The Borrower is an individual customer and not a jeweller, pawnbroker, a re-pledgor, or any person that conducts a business of gold ornaments.

6.4 The Borrower resides at the address provided in the Sanction cum Pledge Card and the same address can be used by the Lender for all communications. The Borrower will immediately intimate the Lender in case of any change in the address provided in the Application Form.

6.5 The Borrower declares that all the particulars and information provided by him/her in the Declaration Form are true and correct in all respects and that he/she is the absolute owner with rightful title and was with rightful possession of the pledged Gold. The Borrower further represents that there is no lien, encumbrance, charge(s), or any other claims on the pledged Gold apart from the pledge created in favour of the Lender in accordance with the terms of the Facility Documents.

6.6 The Borrower declares that all the particulars and information provided by him/her are true and correct, complete and up to date in all respects and have not withheld any information whatsoever.

6.7 The Borrower has not defaulted in the repayment of any Loan availed from any other lender and that his / her name does not appear on the RBI's list of defaulters and ECGC's caution list or any other list or notification as may be issued by the RBI or any other governmental authority from time to time with respect to anti-money laundering or combating financing of terrorism or any sanctions lists published by the United Nations Security Council with respect to terrorist related activities.

6.8 The Borrower neither has / had any insolvency proceedings against him / her, nor has ever been adjudicated insolvent by any court or other authority, and further confirms that he / she has read the information pertaining to Gold Loan facility made available by the Lender on www.tvscredit.com.

6.9 The Borrower understands and acknowledges that the Lender shall have the absolute discretion, without assigning any reason to reject his / her Application Form and that the Lender shall not be responsible/liable in any manner whatsoever for such rejection.

7. COVENANTS AND UNDERTAKINGS

7.1 The Borrower shall reimburse the Lender for any cost and expenses in connection with the Loan including cost for insuring the pledged Gold against theft and burglary as provided under Clause 3.8, enforcement costs, clearance of arrears of all taxes and any other levies of any government authority, etc. without any delay, demur or protest.

7.2 The Borrower shall undertake not to utilise the Loan for any purpose other than the Purpose provided in the Application Form without the prior consent of the Lender and shall not utilise the Loan for any illicit purpose.

7.3 The Borrower undertakes that the Total Outstanding Amount repaid by the Borrower shall be appropriated first towards any costs, Charges, expenses, Penal Charges, and other monies; second towards Interest; and last towards the repayment of Principal Amount.

7.4 The Borrower undertakes to not object to disposal of the pledged Gold by way of an auction in accordance with Clause 12 (Auction).

7.5 The Borrower undertakes to keep the Lender updated immediately of any changes in the information provided to the Lender from time to time.

7.6 The Borrower undertakes and agrees that the LTV Ratio shall be subject to the market price of the pledged Gold and in accordance with the notifications / guidelines issued by the RBI from time to time.

7.7 The Borrower undertakes to not challenge or dispute the value assigned to the pledged Gold basis the valuation and that the value of the pledged Gold as maintained in the Lender's record and as set out in the Valuation Certificate is conclusive, final, and binding upon the Borrower.

7.8 The Borrower hereby undertakes to waive off any defences available under usury or other laws relating to the charging of interest / coupon.

7.9 The Borrower shall furnish all documents/information as may be required by the Lender from time to time and that the Lender may by itself or through the agents of the Lender verify any information given, check credit references, employment details and obtain credit reports or any other information as deemed necessary by the Lender, from time to time.

7.10 The Borrower undertakes to always act in good faith in all his / her dealings in relation to the Loan and the Lender.

7.11 The Borrower undertakes to notify and seek permission from the Lender in case the Borrower leaves India.

7.12 In the event of any breach of the Terms by the Borrower, he / she shall be liable for any loss occurred to the Lender, directly or indirectly, resulting from such a breach; and shall be liable to pay the Lender all the Total Outstanding Amount in respect of the Loan, upon demand. The default, if any, committed by the Borrower in respect of the Loan availed from the Lender will also constitute breach under the Facility Documents.

7.13 The Borrower agrees and authorises the Lender to use his / her Aadhaar Number to update all of his / her other loan facilities availed from the Lender (if any), for KYC purpose and/ or for any other purpose and / or as may be required by the RBI Master Directions – Know Your Customer Directions, 2016 (as amended from time to time) or any other applicable law.

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7.14 The Borrower agrees and authorises the Lender to exchange, share, disclose or part with all the information and details relating to the Borrower's central know your customer records (CKYCR), KYC documents, existing Loans and/or repayment history to any business entity with whom the Lender has or may have any business tie-up and for the purpose of extending the additional features/value added services offered via the Lender in tie-up with any other business entity as accepted by the Borrower.

7.15 The Borrower undertakes that he / she shall submit all documents/KYC in such form and manner as may be required by the Lender. If the Borrower is an existing customer, the Borrower hereby authorises the Lender to use his / her existing KYC details/documents and NACH/mandate for processing the Application Form. The Borrower further acknowledges that in case of any changes in his / her registered KYC details/documents and NACH/mandate, he / she shall update such changes immediately to the Lender.

7.16 The Borrower agrees that the Lender without providing any notice to the Borrower, shall have the right to make disclosure of information relating to the Borrower, the Loan, the pledged Gold, security, defaults, and obligations assumed by the Borrower, to all or any of the credit information bureaus and / or any other governmental / regulatory / statutory or private agency as required under law from time to time.

8. RELEASE

8.1 Subject to Clause 8.6 below, within 30 (thirty) days of the Final Settlement Date and on full repayment of the Total Outstanding Amount, including upon payment of all charges and fees, if any, the Lender shall release the pledged Gold to the Borrower. It is clarified that upon the Lender's decision to release the pledged Gold upon payment of the Total Outstanding Amount, even within the 30 (thirty) days from the Final Settlement Date, the Borrower shall be obliged to accept the release and receive the pledged Gold without any further delay or objection.

8.2 The Lender shall not have any liability with regard to the loss of pledged Gold/jewellery, after the date of closure of Loan account.

8.3 Upon release of the pledged Gold, whether as a partial release as provided under Clause 8.6 below or a full release, the Borrower shall collect the pledged Gold from the Loan servicing branch of the Lender by executing the Confirmation of Release (as provided in the Sanction cum Pledge Card) confirming the receipt of the pledged Gold.

8.4 The Lender reserves the right to change the location of the branch and shall intimate the Borrower of such change.

8.5 The Lender shall release the pledged Gold after conducting a one-time password (OTP) based verification through the Borrower's registered phone number, photo identity (ID) verification, signature verification and an authentication of the original Sanction cum Pledge Card.

8.6 Partial Release

a) In the event the Borrower submits a request for the partial release of the pledged Gold, the Lender may, in its sole discretion, release the specific quantity of the pledged Gold upon the payment of the Release Amount subject to compliance by the Borrower with these Terms including maintaining the required LTV Ratio and the Mark to Market Ratio not exceeding [·]% or as may be stipulated by the Lender under its Credit Policy from time to time.

b) Upon partial release, the Lender shall close the existing Loan account of the Borrower and open a new Loan account and issue a fresh Sanction cum Pledge Card with respect to the balance outstanding amounts which shall be duly signed by the Borrower.

c) It is clarified that upon partial release, the resulting Loan in the new Loan account shall not be lesser than INR 5,000 (Indian Rupees Five Thousand).

8.7 Contingency Event(s)

a) Loss of Sanction cum Pledge Card by the Borrower:

In the event the Sanction cum Pledge Card is lost or damaged, any release of the pledged Gold to the Borrower shall in accordance with these Terms and Conditions, subject to satisfaction of the following conditions:

i) Capturing a live photo of the Borrower;

ii) Verification of the Borrower's original ID proof against the identification and verification records conducted at the time of the disbursement of Loan; and

iii) Conduct of an OTP based verification;

Upon completion of the aforementioned conditions, the Borrower shall indemnify the Lender for the current value of the pledged Gold released by the Lender to the Borrower. All such indemnity shall be recorded by way of a duly stamped agreement for indemnity and the cost of such documentation and stamp duty shall be borne by the Borrower. The agreement for indemnity shall be executed prior to the release of the pledged Gold.

b) Death of the Borrower

i) In the event the Borrower is deceased, any release of the pledged Gold to the Nominee of the Borrower in accordance with these Terms and Conditions shall be subject to satisfaction of the following conditions by the Nominee:

- Payment of all the Total Outstanding Amount in respect of the Loan;

- Submission of death certificate of the Borrower;

ii) The Lender shall release the pledged Gold to the Nominee on the execution of Confirmation of Release confirming the receipt of the pledged Gold.

iii) Doubtful nominee verification

In the event a person claiming to be the nominee is in possession of the Sanction cum Pledge Card but does not match with the details of the Nominee provided to the Lender, the Lender in its sole discretion shall require such person to execute the following in the manner prescribed by the Lender:

- A general power of attorney in favour of the Lender; and

- An indemnity bond in favour of the Lender for the current value of the pledged Gold released by the Lender to the Nominee.

iv) Death of the Nominee:

In case of death of the Nominee, the legal heir(s) of the deceased Borrower shall contact the Lender's helpdesk team via email at helpdesk@tvscredit.com and submit a self-attested ID proof, a copy of death certificate of the deceased Borrower, a legal heirship certificate duly attested by the gazetted officer, and a notarized affidavit from other legal heir(s) (if any) authorising such legal heir to collect the Pledged Gold. Upon verification and subject to the sole discretion of the Lender, the Lender shall release the pledged Gold to the legal heir.

9. INDEMNITY

The Borrower shall hereby indemnify, defend, and hold harmless the Lender, the agent of the Lender or other person appointed by the Lender ("Indemnified Parties") in respect of all losses, costs, demands, and claims incurred or suffered by the Indemnified Parties, which arise out of the occurrence and / or continuance of an Event of Default; (or) execution / purported execution of these Terms and connected matters thereto.

Customer signature

Signed By:
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For TVS Credit Service Limited



L Sayee Krishnan (5000937)
Head – Operations
Authorised Signatory

10. EVENTS OF DEFAULT

10.1 Each of the following events or circumstances would constitute events of default under the terms of the Facility Documents ("Event of Default"): The Borrower defaults in the payment/repayment of any monies in accordance with the Repayment Schedule or on demand by the Lender ("Payment Default").

- a) The Borrower defaults in the payment/repayment of any monies in accordance with the Repayment Schedule or on demand by the Lender ("Payment Default"). In the event of Payment Default, the Lender shall issue a notice to the Borrower demanding the payment/repayment of the Total Outstanding Amount on the expiry of 30 (thirty) days of the date of Payment Default ("Repayment Reminder"). It is clarified that the Repayment Reminder should not be construed as a cure period for Event of Default under this Clause 10 (Events of Default).
- b) In the event of death of the Borrower, the Nominee refuses to or is proved to be incapable of discharging all the Total Outstanding Amount to the Lender.
- c) The Borrower is in breach of any of the covenants provided in Clause 7 (Covenants and Undertakings).
- d) The Borrower is found to be in breach of any of the representations made by the Borrower as provided in Clause 6 (Representations and Warranties).
- e) Death, insolvency, or bankruptcy proceedings against the Borrower.
- f) The Borrower has or there is a reasonable apprehension (in the sole opinion of the Lender) that the Borrower would voluntarily become the subject of proceedings under any bankruptcy or insolvency law.
- g) In the event of breach or fall in the LTV Ratio as per Clause 4.
- h) The pledged Gold is in jeopardy or ceases to have effect as a result of various contingency events such as changes in governmental policies, global outlook on gold as an asset class, etc.
- i) Any of the representations made by the Borrower are found to be false, misleading, or incorrect.
- j) Detection of any fraud or misrepresentation relating to the pledged Gold including but not limited to its quality, valuation, title, and ownership.

11. CONSEQUENCES OF EVENTS OF DEFAULT

11.1 Upon occurrence of any of the Event of Default, provided no action by the Lender is expressly provided for under any clause of these Terms and Conditions, and unless such Event of Default is expressly waived off in writing by the Lender at its sole discretion and at the request of the Borrower, the Lender is entitled to undertake any or all of the following:

- a) Call upon the Borrower to pay forthwith all the outstanding balance in respect of Loan together with Interest, Principal Amount, Penal Charges, and all other sums payable as per the Facility Documents;
- b) Call upon the Borrower to pay all claims, costs, losses, and expenses that may be incurred by the Lender because of any act or default on part of the Borrower with respect to the Loan and/or for the recovery of the outstanding dues (including legal/attorney fee) and/or on account of failure of the Borrower of any of the terms and conditions under the Facility Documents;
- c) Sell the pledged Gold by auction in accordance with the process and timeline as provided under Clause 12 (Auction);
- d) Invoke the Demand Promissory Note;
- e) Disclose and publish the information about the Borrower and his/her default in the public domain including through social media;
- f) Enforce any rights available to it under any law or contract.
- g) In addition to the above, so long as there shall be an Event of Default, the Borrower shall pay the Penal Charges (as provided in the Sanction cum Pledge Card) until such Event(s) of Default is/are rectified to the satisfaction of the Lender, without any prejudice to the remedies available to the Lender or the consequences of Events of Default.

12. AUCTION

12.1 The Lender shall conduct the auction of pledged Gold in accordance with its Auction Policy.

12.2 On the occurrence of the following events, the Lender shall intimate the Borrower to repay all the Total Outstanding Amount in respect of the Loan indicating the trigger of the auction process in respect of the pledged Gold ("First Notice"):

- (a) 90 days from the date of payment default.
- (b) On failure to comply with the requirement of Additional Margin under Clause 4.4.

The Lender shall provide the Borrower with a grace period of 15 (fifteen) days from First Notice to clear all the Total Outstanding Amount in respect of the Loan and redeem the pledged Gold in accordance with the Terms and in the event the Borrower fails to do so, on the expiry of 15 days from the date of First Notice, provide the Borrower by registered letter/courier service, personal intimation, via email or via any other mode of written communication regarding the Lender's intent to subject the pledged Gold to the public auction ("Auction Notice"). The Borrower agrees that the Auction Notice period is adequate and a reasonable period for the purposes of Section 176 of the Indian Contract Act 1872.

12.3 It is clarified that, once the Borrower's Loan account has been categorised as delinquent in the records of the Lender, any partial settlement of outstanding dues of the Borrower shall not influence the delinquency status of the Borrower's Loan account.

12.4 Upon subsisting failure of the Borrower to make the full repayment of all the Total Outstanding Amount or pledge additional Gold, as may be provided in the First Notice, the Lender shall auction the pledged Gold through auctioneers as approved by the board of the Lender in accordance with the guidelines issued by RBI from time to time by adopting the following amongst others:

- a) Upon the completion of 15 (fifteen) days from the issue of the Auction Notice, the Lender shall publicly announce the auction by issue of advertisements in at least two newspapers, one in vernacular language and another advertisement in a national daily newspaper ("Auction Announcement").
- b) The first Auction shall be conducted in the same town or taluka in which the branch of the Lender has extended the Loan and shall be put for Auction in convenient lots as per the Lender's discretion through a public auction or online auction procedure.
- c) Any genuine bidder may participate in Auction and ensure compliance with the KYC policy of the Lender ("Bidder"). The Borrower may also be allowed to participate in the auction as a Bidder. Bidders shall quote their prices above the minimum fixed bid price.
- d) The Auction shall be conducted in accordance with the RBI Fair Practices Code prescribed by the RBI and shall be conducted only when a reasonable number of Bidders participate in the Auction.
- e) The final rate provided by each Bidder shall be recorded by the Lender in the bid register. The bidder with the highest rate shall be announced as the successful bidder. A bid confirmation will be requested from the successful Bidder, granting them a maximum of 14 (fourteen) days to make the payment and collect the gold auctioned. This period can be extended for an additional 7 (seven) days subject to approval of the Lender.

Customer signature

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IP Address:
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For TVS Credit Service Limited



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Head – Operations
Authorised Signatory

- f) After the Auction, the Borrower shall receive information regarding the auction results, including the price fetched, outstanding dues adjusted, and any balance amounts payable to or by them.
- g) In the event the auction is unsuccessful, the auctioneer shall certify the same with specific reasons, such as, the poor quality of gold or difficulty in assessing the correct purity or no Bidders or any other reason as the case may be.
- h) The Lender reserves the right to cancel the Auction and reschedule it for another date or location.
- i) If the scheduled auction cannot proceed at the branch on the designated date, the branch shall post notices on its notice board and website providing details of a centralised location within the same taluka where the next auction will occur.
- j) The minimum bid price of each lot of gold ornaments shall be fixed basis the prevailing market price of gold as per The Bombay Bullion Association and the Total Outstanding Amount due up to date of Auction. The reserve price for the Auction shall not be less than 85% (eighty five percent) of the previous 30 (thirty) days' average closing price of 22 (twenty-two) carat gold as declared by the Bombay Bullion Association Ltd. or the historical spot gold price published by the commodity exchange regulated by the Forward Market Commission ("Reserve Price"). The Lender shall take into consideration the valuation methodology as provided under Clause 4.2 above while determining the Reserve Price.
- k) The Lender shall conclude the Auction within 90 (ninety) days of the First Notice.
- 12.5 The proceeds realised from the Auction shall be utilised towards the repayment of dues under the Loan as detailed under Clause 7.3. The Lender shall provide full details of the value fetched in the Auction and the outstanding dues adjusted and other relevant details to the Borrower.
- 12.6 On the failure of the first Auction, the Lender shall pool the pledged Gold with other Gold from other branches within the district where the branch of the Lender which extended the Loan is located and may conduct the subsequent auction at any other location within the said district. In this case, the Lender shall provide the Borrower with a notice within 30 (thirty) days of the failure of the first Auction, maintain the Reserve Bank and conduct the auction at an arms-length basis and comply with all other requirements as applicable to the first Auction.
- 12.7 Subject to the Lender's right of set-off under Clause 5.8 and Clause 14.1, in the event of any surplus collected upon completion of the Auction, the Lender shall supply the Borrower with the details of such surplus and transfer such surplus amounts to the Bank Account of the Borrower or via cheque within 7 (seven) days of the receipt of the Auction proceeds. In case there is no Bank Account of the Borrower available, SMS intimation shall be sent to the Borrower to provide bank details for the transfer. In case of no response from the Borrower within 7 (seven) days, an outbound call in local language shall be made to the Borrower. The Lender may also transfer the surplus amount to the Borrower's other active Gold Loan accounts with the Lender with proper intimation to the Borrower.
- 12.8 In the event the proceeds realised from the Auction are less than the Total Outstanding Amount payable by the Borrower, the Borrower shall pay the Lender the balance amount or the Lender shall invoke the Demand Promissory Note or take further action at its discretion as per applicable law.
- 12.9 Gold ornaments associated with Loan accounts subject to specific directives from government or judicial authorities such as the Police or Court, preventing their auction, shall not be included in Auction. Such Gold ornaments shall be exempted until the ban is lifted, even if the criteria for Auction is fulfilled.
- 12.10 The Lender may, at its sole discretion, postpone the Auction at the request of the Borrower.

13. TERMINATION

- 13.1 The Lender may at its sole discretion and without assigning any reason and upon written notice mailed or delivered to the Borrower terminate the Loan in full or part.
- 13.2 Upon such termination, the Lender shall have the right to demand repayment of the Total Outstanding Amount and upon such demand the Total Outstanding Amount shall become forthwith due and payable by the Borrower to the Lender.

14. MISCELLANEOUS PROVISIONS

- 14.1 The Lender shall have the right of lien and set off in respect of the pledged Gold and any proceeds of sale thereof, in respect of any other facilities availed by the Borrower from the Lender from time to time.
- 14.2 Notices
- Any notice or request to be given by the Borrower must be in writing. All notices or requests shall be deemed to have been duly received by the party to whom it is addressed if it is given or made at the address specified below or at such other address as may be agreed:
- For the Lender:
Attention: M/S. TVS Credit Services Limited
Address: "Jayalakshmi Estates", No. 29, Haddows Road, Nungambakkam, Chennai - 600 006
- For the Borrower: As per the Sanction cum Pledge Card.
- 14.3 The Lender shall be entitled at the sole risk and cost of the Borrower to engage one or more person(s) to collect the Borrower's dues and shall further be entitled to share such information, facts and figures pertaining to the Borrower as the Lender deems fit.
- 14.4 The Lender may, at any time, assign or transfer all or any of its rights, benefits, and obligations under the Facility Documents to any person without providing any notice to the Borrower.
- 14.5 The Lender reserves the right to amend these Terms and Conditions by providing the Borrower notice in the vernacular language or a language understood by the Borrower. It is clarified that the changes in the Terms and Conditions in relation to Interest and other Charges payable by the Borrower are effected only prospectively.
- 14.6 By utilising the Loan provided, the Borrower unconditionally and irrevocably accepts these Terms and Conditions (as may be amended from time to time) and shall abide by and be bound by them at all times.

15. ARBITRATION

- 15.1 If any dispute, difference, or claim arises between the Parties in connection with the Loan or as to the interpretation, validity, implementation, or effect of the Facility Documents or as to the rights and liabilities of the parties under the Facility Documents or alleged breach of the Facility Documents or anything done or omitted to be done under the Facility Documents, the same shall be settled by arbitration by a sole arbitrator to be appointed by any of the following institutions:

Customer signature

Signed By:
IP Address:
Reason:
OTP Time:
Mobile:
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Longitude:

For TVS Credit Service Limited



L Sayee Krishnan (5000937)
Head – Operations
Authorised Signatory

- a) The Council for National and International Commercial Arbitration having its office at Unit No.208, 2nd Floor, Beta Wing, Raheja Towers, Nos.113-134, Anna Salai, Chennai – 600002.
(Or)
- b) Madras Alternative Dispute Resolution Centre having its office at C-40, 2nd Floor, 2nd avenue, Anna Nagar West, Chennai-600040.
(Or)
- c) Sri Laa Arbitration & Dispute Resolution Center (SLADRC) having its office at No 336/5A, New Sunshine apartment, 2nd Floor, 2nd Avenue, 11th Main Road, Anna Nagar West, Chennai-600040.
(Or)
- d) Presolve 360, 3rd floor, Churchgate House, 32 Veer Nariman Road, Hutatma Chowk, Fort, Mumbai - 400 001.
(Or)
- e) Dharayathi Arbitrators, Mediators & Conciliators having its office at Flat No 202, 2nd floor, Rahul Towers, Narayanaguda, Hyderabad -500029.
(Or)
- f) Centre for Online Resolution of Disputes having its office at F-14, 3rd Cross, Manyata Residency, Manyata Tech Park, Bengaluru – 560045.
(Or)
- g) Any arbitral institution designated under the provisions of the Arbitration or Conciliation Act, 1996 ("the Act") or any panel of arbitrators maintained under the provisions of that Act. Hereinafter referred to as ("Institution") by the rules of the Institution as prevailing and as amended from time to time.
- 15.2 The arbitration proceedings shall be based on documents only which shall be conducted through the exchange of e-mail and/or any other mode of electronic communication as permitted by the rules of the Institution or through an online dispute resolution by the web portal offered by the Institution. The parties hereby agree that the arbitral proceeding shall be conducted in electronic mode and all pleadings and documents will be exchanged electronically. There shall be no in-person and/or oral hearings except in certain exceptional circumstances as the sole arbitrator may deem fit upon the request of either of the parties. In such instances, the hearings shall be conducted virtually at the sole discretion of the arbitrator. The seat of arbitration for all purposes shall be deemed to be Chennai. The language of arbitral proceedings shall be English.
- 15.3 In the event the arbitrator to whom the matter is originally referred resigns or dies or is unable to act for any reason, the Institution shall appoint another person in his/her place to act as an arbitrator who shall proceed with the reference from the stage at which it was left by his/her predecessor.
- 15.4 The arbitrator so appointed shall have the power to pass an award and also to pass interim orders/directions as may be appropriate to protect the interest of the parties pending resolution of the dispute. A certified copy of the award passed by the arbitrator, a digitally signed copy of the same, or a scanned copy of the same shall be sent to the parties through e-mail or any other electronic mode including the web portal as the Institution deems fit which shall be considered as a signed copy.
- 15.5 All notices, processes, and communications between the parties concerning the arbitration proceedings shall be through e-mail or any other mode of communication permitted by the Institution notwithstanding the notice clause contained in these Terms and Conditions which shall continue to apply to all other communications between the parties.
- 15.6 It shall be the responsibility of the Parties to maintain sufficient space in the e-mail account and/or in any other mode of electronic account(s) and also to have supporting applications/software in their computer/mobile/any other electronic device to access the electronic documents sent to them. It shall also be the responsibility of the Parties to save the emails in the address book. The delivery of emails to spam, promotion, etc., shall also be a deemed delivery.
- 15.7 The Chennai courts shall have exclusive jurisdiction in respect of matters arising under these Terms and Conditions including any application for setting aside the award/appeal and the Parties shall not object to such jurisdiction. The arbitration shall be conducted under the provisions of the Arbitration and Conciliation Act, 1996 together with its amendments, any statutory modifications, or re-enactment thereof for the time being in force. The award of the arbitrator shall be final and binding on all parties concerned. The cost of arbitration shall be borne by the Borrower.
- 15.8 Both the Lender and Borrower explicitly agree that the terms of this Clause 15 (Arbitration) is intended to exclusively encompass the Lender and the Borrower and does not extend to include any affiliate or group companies of the Lender.

16. UNIFORM DISCLOSURE CLAUSE

Borrower(s) hereby agrees and give consent for the disclosure by the Company to all/any such entities mentioned in clause (i),(ii) and (iii) any :

- a) Information and data relating to Borrower;
- b) Information or data relating to any credit facility availed by Borrower; and
- c) Default, if any, committed by Borrower, in discharge of such obligation as the Company may deem appropriate and necessary, to disclose and furnish to Credit Information Bureau (India) Ltd., and any other agency authorized in this behalf by RBI.
- (i) The Credit Information Bureau (India) Ltd., and any other agency so authorized may use, process the said information and data disclosed by the Company in the manner as deemed fit by them; and
- (ii) The Credit Information Bureau (India) Ltd., and any other Agency so authorized may furnish for consideration, the processed information and data or products thereof prepared by them to the Banks/ Financial Institutions and other credit grantors or registered users, as may be specified by the Reserve Bank in this behalf.
- (iii) The Company and all its Group Companies, holding, subsidiary, its associates and their Agents to exchange, share or part with all the information and details relating to existing loans and /or repayment history to credit bureaus, credit rating agencies, statutory bodies etc., as may be required or as they may deem fit and Borrower shall not hold the Company or any of its Group Companies or its/their agents/ representatives liable for the use / sharing of this information.

17. CUSTOMER SUPPORT

- 17.1 For any queries, visit our website www.tvscredit.com and follow the directions to get your query resolved ("Customer Care").
- 17.2 Borrowers may also reach our Customer Care Call Center mentioned in the above website.

18. DECLARATION

- 18.1 I confirm / agree that the electronic signatures affixed on these Terms are duly authenticated in accordance with the data protection legislations of India and shall be construed as handwritten signatures for the purposes of validity, enforceability, and admissibility of these Terms.
- 18.2 I / we hereby adhere to all the Facility Documents, absolve the Lender from any liability whatsoever for processing the loan documentation including the Application Form basis this declaration subject to fulfilment of other criteria as per policy of the Lender.
- 18.3 I confirm the receipt of 'TVS Credit Services Limited' Gold Loan Terms and Conditions governing this, Received, Read & Understood.

Customer signature

Signed By:
IP Address:
Reason:
OTP Time:
Mobile:
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For TVS Credit Service Limited



L Sayee Krishnan (5000937)
Head – Operations
Authorised Signatory

19. PRIVACY POLICY

19.1.Introduction

Last updated on 15/12/2022.

Throughout this document, the terms “we”, “us”, “our”, “ours” “TVSCS” & “TVS Credit Services” refer to TVS Credit Services Limited. And the terms “you”, “your” & “yours” refer to You (the individual whose Personal Data we are referring to).

Your Privacy is of paramount importance to us. We are committed to safeguarding your privacy and protecting your Personal Data with us. This Privacy Policy outlines the details of the Personal Data we collect and process, how we handle it and the purposes for which we use it. Please read the following carefully to understand our practices regarding your Personal Data. Personal Data means any data about an individual who is identifiable by or in relation to such data.

19.2.What personal data do we collect, store and process?

Categories of Personal Data that we collect, store and process include:

- i) Demographic, Identity & Contact Data (for e.g., name, last name, date of birth, email address, father’s name, mother’s name, address proof, contact number, language, occupation, state, physical address with pin code, age, nationality, spouse name, marital status, gender, religion, caste).
- ii) Authentication Data (for e.g., signature proof).
- iii) Personal Identification Documents (for e.g., PAN card, voter ID, passport, Aadhaar card, GSTIN, driving licence, ration card, etc.).
- vi) Financial Account Details (for e.g., bank account number, bank IFSC code, bank statement and loan agreement number, data received from Credit Bureaus, income, proof of income (including salary slip or form 16 or ITR with computation of income).
- v) Educational & Professional Data (for e.g., employer data, resume, basic qualification, educational qualification, experience).
- vi)TVSCS Employee Health Data (for e.g., medical reports, blood group, height, weight).
- vii) Online Identifiers and other Technical Data (for e.g., IP address, browser type, device identifiers, access time).
- viii)Device Information (for e.g., your storage, hardware model, operating system and version, unique device identifier, mobile network information, and information about the device’s interaction with our services).
- ix)Personal Data collected via Permissions on our Mobile Application (for e.g., camera, contacts, location data, storage, photos, SMS).
- x)Asset Related Data (for e.g., VIN, engine number, registration number, model type, chassis number, model code, model name, details with reference to any movable or immovable property).
- xi)Communications details (for e.g., mobile number, emails, contact lists).
- xii)Generated Data (for e.g., logs, transaction records).
- xiii)Testimonials that may contain some Personal Data. (for e.g., full name, city).

19.3.How and where do we collect your personal data from?

We collect your Personal Data in the following ways:

- i) When you visit our website or social media pages (like Facebook, LinkedIn, Instagram) and fill in the registration form and use the “contact us” facility.
- ii) When you use our mobile application.
- iii) When you interact with us via our websites or use services on our websites including customer support.
- iv) When you interact with us via our WhatsApp account.
- v) When you interact with our sourcing partners and express interest in our products.
- vi) When you provide us data during our marketing roadshows.
- vii) When your data is provided to us through a referral.
- viii) When you apply for a job at TVS Credit Services via our Careers page.
- ix) When data is provided by third parties. (for e.g., credit history from the credit bureaus).
- x) When we perform loan sourcing.
- xi) When you reach out to us on our customer service contact numbers.
- xii) When you send us your latest KYC documents as part of KYC Directions issued by RBI.
- xiii) When you interact with us on any other digital or offline channel not listed above.
- xiv) We also collect data through various API integrations like with GSTIN, Account Aggregators, References.

19.4.How do we use your personal data?

We use your Personal Data for the following purposes:

- A. When you opt for a loan or EMI on purchase of a product at a sales outlet and provide your information to our empanelled dealers.
- B. If you express an interest in our services, either online or at a physical outlet, we collect and share your Personal Data with our empanelled dealers, who in turn would contact you to provide more details on the loan.
- C. If you are an existing customer or want to apply for a loan through our website or mobile application, we collect your Personal Data for the following purposes:
 - i) To authenticate your account or information on our application that you use.
 - ii) To process your loan application efficiently.
 - iii) To perform risk assessment, detect and prevent fraud prior to arriving at a decision for providing a loan.
 - iv) To deliver the information and support you request, including technical notices, security alerts, support and administrative messages.
 - v) To communicate with you regarding existing products and services availed by you, including notifications of any alerts or updates.
 - vi) To evaluate, develop and improve our services.
 - vii) For market and product analysis and market research.
 - viii) To send you information about our other products or services which may be of interest to you.

Customer signature

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For TVS Credit Service Limited



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Head – Operations
Authorised Signatory

ix) To obtain feedback and handle enquiries and complaints.

x) To comply with legal or regulatory requirements.

xi) To reach out to you for repayment reminders.

xii) To reach out to you to resolve your grievances.

xiii) To manage your existing loan accounts and to update you on the loan servicing.

D. If you are an empanelled dealer, we collect your Personal Data for onboarding and payment purposes.

E. If you are a visitor to our website or social media pages, we process your Personal Data to optimize your experience, customize content and track digital footprint.

F. If you are a prospective employee, we collect your Personal Data for employment evaluation purposes.

G. We may also record any communications between you and us including telephone calls. We will use these recordings to check your instructions to us, for identification, investigation, regulatory, fraud prevention, training and quality purposes and to analyse, assess and improve our services.

H. For security and to prevent and detect crime we may use CCTV in and around our premises to monitor and collect images or voice recordings (or both).

I. We also use your Personal Data for marketing and promotional campaigns.

J. We may also receive your Personal Data via Lending Service Providers. For further information on all the Lending Service Providers engaged by us along with the purpose for which they are engaged, please click on the link [Digital Lending Partners Engaged by TVS Credit Services](#).

19.5. Who do we share your personal data with?

We may disclose your Personal Data to:

i) Our Parent Company for business and operational purposes.

ii) Our Affiliates or Group Companies.

iii) Our Sourcing Partners.

vi) Credit Bureaus for loan eligibility, underwriting and submission post disbursement as per RBI Guidelines.

v) Third Party Service Providers who work for us or provide services or products to us.

vi) Our Partners.

vii) Rating Agencies.

We may also share your Personal Data under the following circumstances:

i) To respond to court orders, or legal process, or to establish our legal rights or defend against legal claims.

ii) If TVS Credit Services is acquired by or merged with another company.

iii) For transfer of loan exposures as per RBI Guidelines.

iv) With lenders as part of borrowing conditions.

19.6. International data transfer

Our data centers are located in India. Any Personal Data that we transfer will be protected in accordance with this Privacy Policy.

19.7. How do we secure your personal data?

We are committed to protecting your Personal Data in our custody. We take reasonable steps to ensure that appropriate physical, technical and managerial safeguards are in place to protect your Personal Data from unauthorised access, alteration, transmission, and deletion. We train our employees about the importance of maintaining the privacy and security of your Personal Data. We ensure that the third parties with whom we share your Personal Data are under appropriate contracts and we take appropriate security measures to protect your Personal Data in line with our policies.

19.8. How long do we keep your personal data?

We retain your Personal Data for as long as it is required to fulfil the purposes outlined in this Privacy Policy and for legal or regulatory reasons.

19.9. How do we use cookies and other tracking mechanisms?

We use cookies and other tracking mechanisms on our website to collect data about you. We use the data collected from cookies and trackers to analyse trends and statistics. This will help us optimise and customise your website experience and to provide better website functionalities and personalised experience to you.

We collect Personal Data about you via Mobile Application using permissions such as camera, contacts/telephone, coarse (network-based) location, fine (GPS) location, list of accounts, external storage contents, photo, SMS, etc. Your iOS and Android devices will notify you of the permissions that our app seeks and will provide you an option to consent to or refuse the permission. We use the data obtained through permissions to provide the functionalities through the Mobile Application. We have also embedded certain trackers in our Mobile Application for the purpose of credit underwriting and providing functionalities through the Mobile Application.

Where you have given consent for use of Mobile Permissions while accessing our Mobile Application, you have the option to revoke your consent from the Settings Section of your mobile device. In many cases, upon such a revocation, you may not be able to access certain features of the Mobile Application or continue using our products and services.

19.10. On what basis do we process your personal data?

We process your Personal Data by relying on one or more of the following basis:

i) You have consented to us processing your Personal Data for specified reasons.

ii) The processing is necessary for compliance with a legal obligation we may have towards other stakeholders like law enforcement agencies, government agencies, regulators, etc.

iii) The processing required for employment purposes.

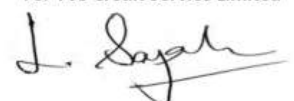
vi) The processing required to fulfil our reasonable purposes. (for e.g., credit scoring, recovery of debt, prevention and detection of any unlawful activity including fraud, to evaluate, develop and improve our products and services).

v) The processing is required to meet our contractual obligation under the agreement executed with you and consent for the same is provided by you under such agreement.

Customer signature

Signed By:
IP Address:
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Latitude:
Longitude:

For TVS Credit Service Limited



L Sayee Krishnan (5000937)
Head – Operations
Authorised Signatory

19.11. What are your rights relating to your personal data?

You have certain rights regarding your Personal Data that is with us, and we commit to provide you with them. We have provided a list of your rights, although please note that they may not always apply in every case.

- i) Right to Information: You have the right to get confirmation and a summary of your Personal Data that is with us along with other supporting information as well as identities of all the third parties with whom your Personal Data has been shared.
- ii) Right to Correction: You have the right to ask us to rectify your Personal Data that is with us that you think is inaccurate. You also have the right to ask us to update your Personal Data that you think is incomplete or out-of-date.
- iii) Right to Erasure: You have the right to ask us to erase your Personal Data that is with us under certain circumstances.
- vi) Right of Grievance Redressal: You have the right to lodge a complaint with the Data Protection Board in case you do not receive a response from us within 7 days.
- v) Right to Nominate: You have the right to nominate a person who would act on your behalf in case of death or incapacitation.
- vi) Right to Restrict Disclosure to Third Parties: You have the right to ask us to restrict the disclosure of your Personal Data to Third Parties under certain circumstances.

Where the processing is based on your consent, you have the option to revoke your consent at any point in time. Upon receipt of your request to revoke your consent, the consequences of revocation will be communicated to you. In many cases, upon such a revocation, we may not be able to continue offering our products and services to you.

Under an ongoing contractual relation between us, revocation of consent can be affected upon only on fulfillment of all your contractual obligations in relation thereto the original consent has been provided for.

You may revoke your consent by contacting us using the details specified in the 'Contact Us' section.

If you wish to make a request to exercise any of your rights, to raise any concerns about our privacy practices, or to obtain other privacy related information, you can get in touch with us using details specified in the 'Contact Us' section. However, if you are an existing or past customer of TVS Credit Services, we would not be in a position to delete such of your Personal Data from our systems for such minimum period after the closure of contractual obligation as we are legally obliged to retain as provided under applicable laws and regulations. Also, if any such Personal Data is required to be retained for the purpose of any ongoing litigation, then till the time of closure of such litigation.

19.12. Links to other websites

Our website may contain links to websites of other organisations. This Privacy Policy does not cover how those organisation processes Personal Data. We encourage you to read the Privacy Policy of the other websites you visit.

19.13. How do we keep this policy up to date?

We regularly review and update our Privacy Policy to ensure it is up-to-date and accurate. Any changes we may make to this Privacy Policy in the future will be posted on this page. When we post changes to this Privacy Policy, we will revise the "last updated" date.

19.14. What is TVSCS legal disclaimer?

The information provided through the Site is provided "AS IS" and "AS AVAILABLE". You agree that your use of the site shall be at your sole risk. to the fullest extent permitted by law, TVSCS, its officers, directors, employees, and agents disclaim all warranties, express or implied, in connection with the site and your use thereof. TVSCS provides no guarantee against the possibility of deletion, mis-delivery or failure to store communications, personalized settings, or other data. TVSCS does not warrant, endorse, guarantee, or assume responsibility for any product or service advertised or offered by a third party through the site or any hyperlinked website or featured in any banner or other advertising, and TVSCS will not be a party to or in any way be responsible for monitoring any transaction between you and third-party financial service providers. as availing of any financial services through any medium or in any environment, you should use your best judgment and exercise caution where appropriate. TVSCS makes no warranties or representations about the accuracy, adequacy, timeliness, or completeness of this site's content or the content of any sites linked to this site and assumes no liability or responsibility for any errors, omissions, mistakes, or inaccuracies of content or any other damage or injury whatsoever.

19.15. What is a limitation of liability?

In no event shall TVSCS its officers, directors, employees, or agents, be liable to you for any indirect, incidental, special, punitive, or consequential damages whatsoever resulting from any

- (i) Errors, mistakes, or inaccuracies of content,
- (ii) Personal injury or property damage, of any nature whatsoever, resulting from your access to and use of the site,
- (iii) Any unauthorised access to or use of our secure servers and/or any and all personal information and/or financial information stored therein, (iv) Any interruption or cessation of transmission to or from the site.
- (iv) Any bugs, viruses, trojan horses, or the like, which may be transmitted to or through the site by any third party.
- (v) Any errors or omissions in any content.
- (vi) User submissions or the defamatory, offensive, or illegal conduct of any third party.
- (vii) Your use, or inability to use, any portion of the site or for any loss or damage of any kind incurred as a result of your use of any content posted, emailed, transmitted, or otherwise made available via the site, whether based on warranty, contract, tort, or any other legal theory, and whether or not the company is advised of the possibility of such damages the foregoing limitation of liability shall apply to the fullest extent permitted by law in the applicable jurisdiction.

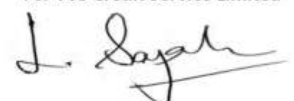
19.16. What is the mode of dispute resolution?

All disputes, differences, claims and questions whatsoever arising out of this Agreement between TVSCS and you on the other hand touching and concerning these presents or anything herein contained or in any way relating to or arising from these presents shall be referred to a sole arbitrator to be appointed by TVSCS under the Arbitration and Conciliation Act 1996. Any notice by the Arbitrator to the respondents through email at the email ID provided by the User during registration at TVSCS will be deemed to be sufficient notice to the User. The costs and expenses of the arbitration proceedings shall be borne by the User. The Place of Arbitration shall be at Chennai. The award given by the sole arbitrator shall be final and binding on the parties.

Customer signature

Signed By:
IP Address:
Reason:
OTP Time:
Mobile:
Latitude:
Longitude:

For TVS Credit Service Limited



L Sayee Krishnan (5000937)
Head – Operations
Authorised Signatory

19.17.How can you contact us?

For any further queries and complaints related to privacy, you reach out to us by writing to us at the following address:

Grievance Redressal Officer (Mr. Charandeep Singh Chawla)

gro@tvscredit.com

TVS Credit Services Ltd.

No 29, Jayalakshmi Estate,

3rd Floor, Haddows Road,

Nungambakkam,

Chennai – 600034

Name of the Borrower: _____ Signature: _____

Annexure I**SCHEDULE OF CHARGES**

Schedule of Charges	Charges (Inclusive of GST)
Penal Charges/ Late Repayment Charges	3% per annum on the outstanding balance.
Foreclosure Charges	Bullet Repayment Loans: If the full Loan amount is repaid within 7 days, minimum 7 days interest period to be serviced. EMI Loans: Foreclosure period to be 30 days for EMI Cases and Foreclosure Charges shall be maximum 2% of the amount outstanding.
Bounce Charges	INR 500.
Processing fees for Fresh Loans	Up to 0.25% of the Loan amount, subject to a minimum value of INR 50 and a maximum value of INR 1000.
Processing fees for Top-up Loans	Up to 0.25% of the Top-up Loan amount, subject to a minimum value of INR 50 and a maximum value of INR 1000.
Non-utilisation of Credit Line	Up to INR 200 per quarter inclusive of taxes (if Gold is stored within branch safe and credit is not utilised by the customer during a 6-month period).
Safe Custody Charges	Up to INR 5 per gram per month, payable at the time of closure or renewal.
Doorstep Gold Loan Charges	Up to INR 500 for Doorstep Gold Loan Service.
Doorstep Collection Charges	Up to INR 150 per customer for every payment or recovery made at the doorstep.
Auction Notice Charges (Ticket size up to INR 1.5 Lakhs)	Charges for the first three ordinary notices – up to INR 40 per notice Charges for the fourth notice (registered) sent to customer - up to INR 100 per notice.
Recovery Charges (Ticket size up to INR 1.5 Lakhs)	Recovery Charges - up to INR 500.

Customer signature

Signed By:
IP Address:
Reason:
OTP Time:
Mobile:
Latitude:
Longitude:

For TVS Credit Service Limited



L Sayee Krishnan (5000937)
Head – Operations
Authorised Signatory

Advertisement Fees (Ticket size up to INR 1.5 Lakhs)	Advertisement Fees - up to INR 200.
Auction Notice Charges (Ticket size above INR 1.5 Lakhs)	Charges for the first three ordinary notices – up to INR 50 per notice Charges for the fourth notice (registered) sent to the customer - up to INR 150 per notice.
Recovery Charges (Ticket size above INR 1.5 Lakhs)	Recovery Charges – up to INR 750.
Advertisement Fees (Ticket size above INR 1.5 Lakhs)	Advertisement Fees - up to INR 300.
Pledge Card Lost Charges	Up to INR 25 per new Pledge Card generated.
SMS Charges	Up to INR 5 per quarter at the time of closure or renewal.
Value Added Services: T-Health	At Actuals.

Annexure II

DEMAND PROMISSORY NOTE

On demand, I _____, unconditionally promise to pay to TVS Credit Services Limited the sum of INR _____ (Rupees _____) together with interest thereon such sum from this date onwards at a rate of _____ % per month/annum payable on _____. Presentment for payment and noting and protest of this note are hereby unconditionally and irrevocably waived off.

Sign Here

Name: _____

Date: _____

Place: _____



(Signature)

Customer signature

Signed By:
IP Address:
Reason:
OTP Time:
Mobile:
Latitude:
Longitude:

For TVS Credit Service Limited



L Sayee Krishnan (5000937)
Head – Operations
Authorised Signatory

Annexure III

SCHEDULE OF CHARGES

Schedule of Charges	Charges (Inclusive of GST)
Penal Charges/ Late Repayment Charges	3% per annum on the outstanding balance
Foreclosure Charges	Bullet Repayment Loans: If the full Loan amount is repaid within 7 days, minimum 7 days interest period to be serviced. EMI Loans: Foreclosure period to be 30 days for EMI Cases and Foreclosure Charges shall be maximum 2% of the amount outstanding.
Bounce Charges	INR 500
Processing fees for Fresh Loans	Up to 0.25% of the Loan amount, subject to a minimum value of INR 50 and a maximum value of INR 1000
Processing fees for Top-up Loans	Up to 0.25% of the Top-up Loan amount, subject to a minimum value of INR 50 and a maximum value of INR 1000
Non-utilisation of Credit Line	Up to INR 200 per quarter inclusive of taxes (if Gold is stored within branch safe and credit is not utilised by the customer during a 6-month period)
Safe Custody Charges	Up to INR 5 per gram per month, payable at the time of closure or renewal
Doorstep Gold Loan Charges	Up to INR 500 for Doorstep Gold Loan Service
Doorstep Collection Charges	Up to INR 150 per customer for every payment or recovery made at the doorstep
Auction Notice Charges (Ticket size up to INR 1.5 Lakhs)	Charges for the first three ordinary notices – up to INR 40 per notice Charges for the fourth notice (registered) sent to customer - up to INR 100 per notice
Recovery Charges (Ticket size up to INR 1.5 Lakhs)	Recovery Charges - up to INR 500
Advertisement Fees (Ticket size up to INR 1.5 Lakhs)	Advertisement Fees - up to INR 200
Auction Notice Charges (Ticket size above INR 1.5 Lakhs)	Charges for the first three ordinary notices – up to INR 50 per notice Charges for the fourth notice (registered) sent to the customer - up to INR 150 per notice
Recovery Charges (Ticket size above INR 1.5 Lakhs)	Recovery Charges – up to INR 750
Advertisement Fees (Ticket size above INR 1.5 Lakhs)	Advertisement Fees - up to INR 300
Pledge Card Lost Charges	Up to INR 25 per new Pledge Card generated
SMS Charges	Up to INR 5 per quarter at the time of closure or renewal
Value Added Services: T-Health	At Actuals