

GOLD LOAN TERMS AND CONDITIONS

V5_Gold Loan_01042025

Regd. Office: Chaitanya, No.12, Khader Nawaz Khan Road, Nungambakkam, Chennai-600006

Corp. Office: No.29, Jayalakshmi Estates, Third Floor, Haddows Road, Nungambakkam, Chennai-600006

COMMON TERMS AND CONDITIONS OF THE GOLD LOAN ("TERMS AND CONDITIONS" OR "TERMS")

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**

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

a) **"Acceptable Means of Communication"** shall mean the modes of communication which can be used by either party to provide any information in relation to a Loan to the other party and with reference to:

1. Communication to Borrower by Lender, shall mean:

(i) A telephonic call either through human interface or IVR on the registered mobile /landline number of the Borrower as provided in the Application Form or under subsequent communications or

(ii) An email on the registered email address of the Borrower or

(iii) A text message via short message service (SMS) on the registered mobile number of the Borrower or

(iv) A written notice sent by courier/post on the registered postal address of the Borrower

(v) Notification by Lender on its website or mobile application from time to time

(vi) Communication, including notices, by any other electronic mode including but not limited to popular online messaging applications or platforms

(vii) Fax

2. Communication by Borrower to Lender, shall mean:

(i) A telephonic call on the designated mobile/landline number of Lender as provided on its website or

(ii) An email on the designated email address of Lender under Annexure 1 or

(iii) A written notice sent by courier/post on the designated address of Lender under Annexure 1

b) **"Additional Margin"** shall have the meaning ascribed to the term in Clause 4.4.

c) **"Application Form"** shall mean the application in vernacular language or a language as understood by the Borrower and executed by the Borrower in the form and manner stipulated by the Lender.

d) **"Auction"** shall mean auction of the Pledged Gold as detailed in Clause 13 (Auction).

e) **"Auction Announcement"** shall mean auction of the Pledged Gold as detailed in Clause 13.5.

f) **"Auction Notice"** shall have the meaning as provided under Clause 13.3.

g) **"Auction Policy"** shall mean the auction policy of TVS Credit Services Limited.

h) **"Bank Account"** shall mean the details of the bank account provided by the Borrower in the Application Form for the disbursement of the Loan.

i) **"Bidder"** shall have the meaning as provided under Clause 13.5.

j) **"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.

k) **"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.

l) **"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.

m) **"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 Pledged Gold, confirming the receipt of the Pledged Gold by the Borrower in accordance with Clause 10 (Release).

n) **"Credit Policy"** shall mean the credit policy of TVS Credit Services Limited.

o) **"Cross Default"** shall mean any default by the Borrower under any other Loan agreement or credit arrangement entered into by the Borrower with the Lender shall constitute an Event of Default under this Agreement and vice-versa.

p) **"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.

q) **"ECGC"** shall mean the Export and Credit Guarantee Corporation.

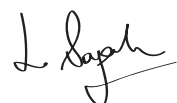
r) **"ECS" or "NACH"** refers to electronic clearing services or electronic payment services, participation in which has been consented to in writing by the Borrower, for facilitating the payment of EMI, fees and other applicable Charges to the Lender in connection with the Loan.

s) **"EMI"** shall have the meaning ascribed to the term in Clause 5.1

Customer's signature

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



Sayeekrishnan L (5000937)
Head - Operations
Authorised Signatory

- t) **"Events of Default(s)"** shall have the meaning ascribed to the term in Clause 11 (Events of Default).
- u) **"Facility Documents"** shall mean these Terms and Conditions, Sanction cum Pledge Card, Application Form, 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.
- v) **"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.
- w) **"First Notice"** shall have the meaning ascribed to the term in Clause 13.2.
- x) **"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.
- 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 No.29, Jayalakshmi Estates, Third Floor, Haddows Road, Nungambakkam, Chennai-600006.
- bb) **"Loan"** shall mean the Principal Amount availed by the Borrower from the Lender against the Pledge Gold as security and in accordance with the Facility Documents.
- cc) **"LTV Ratio"** shall have the meaning as provided under Clause 4.1.
- 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 Realisable Value of Pledged Gold, as maintained in Lender's record.
- ee) **"Nominee"** shall mean the nominee identified by the Borrower as per the Application Form.
- ff) **"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.
- gg) **"Prepayment"** shall have the meaning ascribed to such terms under Clause 5.6.
- hh) **"Principal Amount"** shall mean the total amounts disbursed by the Lender to the Borrower in accordance with the Sanction cum Pledge Card.
- ii) **"Principal Due Date"** shall mean the date when the Principal Amount is due and payable.
- jj) **"Purity Assessment"** shall mean the assessment of purity to determine the value of the gold jewellery/ornaments proposed to be pledged by the Borrower as security for the Loan using the methods prescribed by the Lender from time to time and undertaken by the designated staff of the Lender.
- kk) **"Purpose"** shall mean the purpose for which the Borrower has availed the Loan as provided under the Application Form.
- ll) **"RBI"** shall mean the Reserve Bank of India.
- mm) **"RFID"** means Radio Frequency Identification technology used for identification of the Pledged Gold.
- nn) **"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.
- oo) **"Repayment Method"** shall have the meaning ascribed to the term in Clause 5.1.
- pp) **"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.
- qq) **"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.
- rr) **"Sanction cum Pledge Card"** means the letter with the pledge card issued by the Lender to the Borrower in vernacular language or a language as understood by the Borrower upon sanction and disbursement of the Loan setting out the details of such Loan.
- ss) **"Tenure"** shall mean the tenure applicable to the Loan as per the Sanction cum Pledge Card.
- tt) **"Total Outstanding Amounts"** shall mean all amounts outstanding including the Principal Amount, Interest outstanding, the Penal Charges (if any), Charges, late fee and any other amounts payable by the Borrower in relation to the Loan.
- uu) **"Total Realisable 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 price or any other percentage as stipulated by the Lender in its Credit Policy.

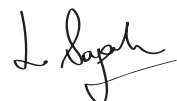
2. DEFINITIONS OF SCHEDULE OF CHARGES (REFER SCHEDULE OF CHARGES RATES):

- a) **Auction Notice Postage Charges:** Notice charges are fees associated with sending formal notices to debtors informing them of overdue payments, impending legal action, or other debt-related matters.
- b) **Auction publication charges:** Charges collected to recover the expenses incurred in advertisement of auction notice.
- c) **Bounce Charge:** In case of default by reason of the Repayment Instrument(s) being dishonoured, the Company shall Charge the Customer Bounce Charge towards its dishonour.
- d) **Credit Verification Charges:** Charges paid to the Credit Agencies to verify the Customer's credit behaviour and the credit score to understand the repayment ability of the Customer before the sanctions of the loan.
- e) **Doorstep Gold Loan Charges:** This is charged to facilitate the costs involved in offering gold loan services at the customer's doorstep such as travel cost, appraisal cost, gold transit insurance charges.
- f) **Cash Collection/Recovery/Visit Charges:** Charges payable by the e. Customer/towards collection of loan amount or EMI amount defaulted payable to the Company to cover the expenses for the collection of debt from the Customer.
- g) **Duplicate Pledge Card Issuance Charges:** Charges paid by the Customer for issuance of duplicate pledge card.
- h) **Foreclosure Charges:** This Charge, also known as Prepayment Charge or Pre-closure Charge is levied in case Customer repays their full loan amount before any specified period or the end of its term to cover the lost interest revenue from the early closing of the loan.

Customer's signature

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



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Head - Operations
Authorised Signatory

- i) **Gold Security Charges:** These charges cover the cost of securing and safeguarding the gold collateral during the loan tenure
- j) **Non-utilisation of credit line:** This fee is charged to when they have stored gold at TVS Credit Service's gold vault without utilising the credit line provided to them.
- k) **Penal Charges/Late Repayment Charges:** Penal Charges also known as Late Repayment Charges are charged if the Customer delays the payments or EMIs payable to the Company on the agreed due date, or any non-compliance of material terms and conditions of loan contract by the borrower. There shall be no capitalisation of penal charges i.e., no further interest computed on such charges. However, this will not affect the normal procedures for compounding of interest in the loan account.
- l) **Processing Fees/Charges:** Charges payable by the Customer to cover the processing cost for the application of the loan process.
- m) **SMS Charges:** This charge is levied to the customer for providing SMS services to the customers.
- n) **Stamp Duty/Stamping/Frinking Charges:** The Stamp duty payable by the Customer while availing the loan to be engrossed in the Loan agreement executed by the Customer and the Company on actual basis.
- o) **Value Added Services (Where opted by the customer):** **T-Health:** Applicable Charges payable if the Customers avails these Value-Added Services.

3. LOAN, DISBURSEMENT AND INTEREST

- 3.1. 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.
- 3.2. Upon receipt of the Application Form, satisfaction of know your customer (KYC) related requirements of the Lender, and completion of the Purity Assessment and valuation of the gold jewellery/ornaments proposed to be pledged, the Lender may sanction the Loan at his sole discretion. Upon such sanction, the Lender shall issue a Sanction cum Pledge Card.
- 3.3. 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 Rs. 50,000 (Rupees Fifty Thousand only) in cash. Any amount exceeding Rs. 50,000 (Rupees Fifty Thousand only) shall be disbursed by the Lender into the Bank Account.
- 3.4. 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 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.
- 3.5. 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.
- 3.6. The Borrower shall provide to the Lender, such security as a continuity security for repayment of the Principal Amount and the Interest on the Loan as may be stipulated by the Lender at the time of sanction of the loan or any time thereafter during the tenure of the loan on such terms and conditions as communicated to the Borrower in writing from time to time. The Lender shall reserve the right to invoke such security under the terms of the Facility Documents.
- 3.7. 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.
- 3.8. 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. The Borrower hereby acknowledges that all sums payable under these Terms 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.
- 3.9. 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.
- 3.10. The Lender has duly framed a Fair Practice Code in compliance with the directives of the Reserve Bank of India which can be accessed at the following link:
<https://www.tvscredit.com/investor-zone/policies/>.
- 3.11. The Borrower has read and understood that the interest rate model and the approach for gradations of risk and rationale for charging different rates of interest to different categories of Borrowers will be based on the principal amount of the loan, tenure, the pledged security, and other factors including risk parameters, market conditions, cost of funds, loan history with Lender, credit score provided by credit information company, Borrower's age, Borrower's income, and, any other information pertaining to the Borrower, as may be deemed necessary by Lender for the purpose of credit evaluation.
- 3.12. The Lender shall have the right to conduct periodic audits of the Loan account for detection of indication of fraudulent activities. For this purpose, the Borrower shall extend its co-operation in any manner which may be required by the Lender. In the event the conclusion of such audit is delayed for remains inconclusive due to non-cooperation by the Borrower, the Lender shall serve a notice on the Borrower to show cause within the time specified therein as to why the account of the Borrower shall not be classified as a fraud. Any failure by the Borrower to respond or a satisfactory reply to such notice shall give the Lender the right to conclude the audit and classify the Loan account as a fraud, if necessary, based on the material available on Lender's record and Lender's own internal investigation/assessment in such cases.
- 3.13. In the event the Borrowers wants to transfer his/her Loan to any other financial institution, then the Borrower shall make a formal request to the Lender through Acceptable Means of Communication upon receipt of which, the Lender shall communicate its consent or objection within 21 days from the date of receipt of such request.

4. TERMS OF THE PLEDGED GOLD

- 4.1. The Borrower shall pledge the Pledged Gold in favour of the Lender as 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.
- 4.2. There shall be no lien, encumbrance, charge(s) or claim(s) on the Pledged Gold except created in favour of the Lender and as evidenced in the Sanction cum Pledge Card.
- 4.3. The Lender may 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.

Customer's signature

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

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Head - Operations
Authorised Signatory

- 4.4. 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.
- 4.5. 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 10.
- 4.6. 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.
- 4.7. 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 re-appraise/verify the Pledged Gold and conduct any other investigations in connection with the Pledged Gold.
- 4.8. The Lender shall ensure that the Pledged Gold is insured (as appropriate) at all times during the Tenure, based on the prevailing market rate of Pledged Gold according to its caratage, disregarding any making charges.
- 4.9. 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.
- 4.10. The Borrower shall have the option to deposit the Pledged Gold at any of the micro branches of the Lender. Additionally, the Borrower shall also have the option of availing the services of Lender by having the Pledged Gold collected from the doorstep of the Borrower subject to payment of the applicable charges. In case Pledged Gold is deposit at any micro branch or collected from doorstep, the Lender shall transport the Pledged Gold to the nearest Hub Branch by engaging either its own personnel or the services of third-party service providers. The Lender shall ensure that such personnel or third party service providers are adequately trained and possess the necessary skills and resources to provide such services. If the Borrower opts to deposit the Pledged Gold at any of the micro gold loan branches of the Lender or for collection of the Pledged Gold from the doorstep, then the Borrower shall consent to bear the risks of transporting the Pledged Gold to the nearest Hub Branch and shall not hold the Lender liable for the same.

5. LOAN TO VALUE RATIO

- 5.1. The Borrower shall at all times during the Tenure, ensure that the Total Outstanding Amount is not more than 75% (Seventy Five Percent) 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**").
- 5.2. 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 carat 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 carat:** The Lender shall proportionately (depending upon the purity in gold) translate the gold of such lower purity into 22 carat and state the exact grams of the gold equivalent in 22 carat.
- 5.3. The value of the Pledged Gold arrived at as per Clause 4.2 above shall be specified on the Certificate and provided to the Borrower upon sanction of the Loan.
- 5.4. 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 11.1 (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 (upto 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.

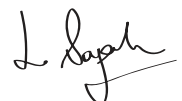
6. REPAYMENT

- 6.1. 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 repay the interest on the Loan as and when it comes due for payment in accordance with the terms of Sanction cum Pledge Card. The Borrower must ensure timely payment of the interest failing which the same shall amount to an Event of Default by the Borrower under the terms of this Agreement. Upon timely payment of the interest which has become due, the Borrower shall be given the benefit of reduced rate of interest in accordance with Application Slab Rate of Interest ("**Slab**") in the Sanction cum Pledge Card. Once the Borrower becomes ineligible for the benefit of any reduced rate of interest due to a delay in payment of interest which has become due and payable, the Borrower shall remain ineligible for the benefit of such a reduced rate of interest even if the subsequent payments of interest are made within a shorter time from the due date of payment. The grant of any benefit of reduction on the original rate of interest to the Borrower shall not preclude the Lender from carrying out SMA or NPA classification of the account of the Borrower, as the case may, and ensuring appropriate reporting of the account of the Borrower with the Credit Bureaus.

Customer's signature

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



Sayeekrishnan L (5000937)
Head - Operations
Authorised Signatory

For ease of understanding please refer to the illustrations below:

Day Range	Discount from ROI	ROI Applicable	Scenario 1: ROI applicable, if Customer pays interest promptly every 30 days (i.e Due Date)	Scenario 2 : ROI applicable if, Customer does not pay interest for the first 60 days and starts paying interest promptly every 30 days (i.e Due Date) from 90 th day onwards.
0-30 Days	5%	22%	22%	22%
31-60 Days	4%	23%	22%	23%
61-90 Days	2%	25%	22%	25%
91-120 Days	1%	26%	22%	25%
121-150 Days	0%	27%	22%	25%
151-180 Days	0%	27%	22%	25%

In the given illustration under Scenario 2, the Borrower has not paid the interest within the first 60 (Sixty) days from the due date of payment and subsequently makes the payment on a date between **61st to 90th day from the due date of payment**. Finally when the borrower makes the payment between the period 61st to 90th day, the Borrower is liable to pay the interest amount where he shall be charged at **22% p.a for the first 30 days, 23% p.a from 31st to 60th day, and 25% p.a from the 61st day till the date he makes the payment, but no later than 90 days from the due date of payment**.

6.2. 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.

6.3. 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.

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

6.5. 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.

6.6. 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.

6.7. 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.

6.8. 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 10 (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.

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

7. COSTS AND EXPENSES

7.1. The Lender in its sole and absolute discretion reserves the right to periodically review, revise, re-negotiate, waive any such Charges or levy any new Charges. Notwithstanding the same, the Lender also reserves the right to review and revise such Charges in accordance with regulatory guidelines and communicate the same through Acceptable Modes of Communication.

7.2. All the Charges mentioned in the Schedule of Charges are charges as applicable on the Effective Date of the Agreement and the Lender in its sole and absolute discretion reserves its right to periodically review and revise the same and the Borrowers expressly waive any requirement of prior consent. The Borrower shall be liable to pay such Charges as and when the incidence of levying such Charge arises and the same shall be part of Borrower's Dues. Any revision in Charges shall be with prospective effect and shall be communicated to the Borrower through Acceptable Means of Communication. Further, the Lender may waive or re- negotiate any or all of the Charges at its sole discretion. The Borrower shall be liable to pay the revised Charges without any demur and shall not be entitled to raise any objections for any such revision. In the event the Borrower does not agree to the revised Charges, the Borrower shall have the right to foreclose the Agreement in accordance with the terms and conditions of this Agreement.

Customer's signature

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

For TVS Credit Services Limited



Sayeekrishnan L (5000937)
Head - Operations
Authorised Signatory

8. SMA/NPA CLASSIFICATION

8.1. If there is a default in making payment of Principal or interest or any other amount wholly or partly levied by the Lender on or before due date, then such overdue loan account shall be classified as SMA (Special Mention account) or NPA (Non-performing asset) as per RBI regulations as indicated in below table:

Overdue	Classification
For a period up to 30 days	SMA-0
For a period more than 30 days and up to 60 days	SMA-1
For a period more than 60 days and up to 90 days	SMA-2
For a period more than 90 days	NPA*

*Upgradation of accounts classified as NPA's: Loan account once classified as NPA can be upgraded as standard only after entire arrears of principal, interest and any other amount are paid by the Borrower. Illustration for Classification of Borrowers account as SMA/NPA for easy reference: If Due date of a Loan account repayment is April 05, 202_, then indicative SMA/NPA classification shall be as follows:

Overdue period of Principal/Interest/Any other amount	SMA/NPA Classification Category	SMA/NPA Classification Date
Upto 30 days	SMA-0	April 05, 202_
More than 30 days and upto 60 days	SMA-1	May 05, 202_
More than 60 days and upto 90 days	SMA-2	June 04, 202_
Over 90 days	NPA	July 04, 202_

8.2. If Due Date of a loan account is April 05, 202_, and full dues are not received by the Lender on or before this date, the date of overdue shall be April 05, 202_ and this account shall be tagged as SMA-0. If the loan account continues to remain overdue then this account shall be tagged as SMA-1 on May 05, 202_ i.e. upon completion of 30 days of being continuously overdue. Accordingly, the date of SMA-1 classification for that account shall be May 05, 202_. If the loan account continues to remain overdue then this account shall be tagged as SMA-2 on June 04, 202_ i.e. upon completion of 60 days of being continuously overdue. Accordingly, the date of SMA-2 classification for that account shall be June 04, 202_. Similarly, if the loan account continues to remain overdue further, it shall be classified as NPA on July 04, 202_.

9. 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:

9.1. 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.

9.2. The Borrower is a citizen and resident of India.

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

9.4. 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.

9.5. 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.

9.6. 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.

9.7. 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.

9.8. The Borrower neither has/had no 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

9.9. 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.

Customer's signature

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

For TVS Credit Services Limited



Sayeekrishnan L (5000937)
Head - Operations
Authorised Signatory

10. COVENANTS AND UNDERTAKINGS

- 10.1. 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.
- 10.2. 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.
- 10.3. The Borrower undertakes to not object to disposal of the Pledged Gold by way of an auction in accordance with Clause 12 (Auction).
- 10.4. The Borrower undertakes to keep the Lender updated immediately of any changes in the information provided to the Lender from time to time.
- 10.5. 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.
- 10.6. 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 Certificate is conclusive, final and binding upon the Borrower.
- 10.7. The Borrower hereby undertakes to waive any defences available under usury or other laws relating to the charging of interest/coupon.
- 10.8. 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.
- 10.9. The Borrower undertakes to always act in good faith in all his/her dealings in relation to the Loan and the Lender.
- 10.10. The Borrower undertakes to notify and seek permission from the Lender in case the Borrower leaves India.
- 10.11. 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.
- 10.12. The Borrower agrees and authorises the Lender to use his/her Aadhaar 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.
- 10.13. 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.
- 10.14. 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.
- 10.15. 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.

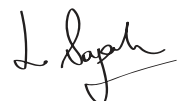
11. RELEASE

- 11.1. Subject to Clause 10.6 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.
- 11.2. The Lender shall not have any liability with regard to the loss of Pledged Gold/Jewellery, after the date of closure of Loan account.
- 11.3. Upon release of the Pledged Gold, whether as a partial release as provided under Clause 10.6 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.
- 11.4. The Borrower shall have the option to seek the release of the Pledged Gold from the nearest micro branch or from the main Hub Branch of the Lender. The Borrower may visit <https://www.tvscredit.com/loans/gold-loans/> for locating all the gold loan branches of the Lender.
- 11.5. The Pledged Gold shall be stored at Lender's main Hub Branch only. The Lender reserves the right to change the location of the branch and shall intimate the Borrower of such change.
- 11.6. 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.
- 11.7. 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 such limits 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 Rs. 5,000 (Indian Rupees Five Thousand).

Customer's signature

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

For TVS Credit Services Limited



Sayeekrishnan L (5000937)
Head - Operations
Authorised Signatory

11.8. 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 Pledge 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 Pledge 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 Amounts 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 or

- 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 notarised 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.

11.9. The Lender shall have a paramount lien and right of set-off on/against Pledged Gold as well as (b) all other monies, securities, deposits, of any kind and nature, including deposits and bonds and all other assets and properties belonging to the Borrower or standing to the Borrower's credit (whether held singly or jointly with any other person), which are deposited with/under the control of the Lender (or any of its group companies) whether by way of security or otherwise pursuant to any contract entered/to be entered into by the Borrower in any capacity and the Lender shall be entitled and authorised to exercise such lien & set off against all such amounts and assets for settlement of the Borrower's Dues with or without any further notice to the Borrower. In this regard, any discharge given by the Lender to its group companies shall be valid and binding on the Borrower.

11.10. In the event of Cross Default, the Lender shall have the right to withhold the release of security under all agreements, No Objection certificates/No Dues Certificates and original documents to the Borrower till the full repayment of the Borrower's Dues under all agreements by the Borrower to the satisfaction of Lender.

11.11. The joint account holder/s to such monies, securities, deposits and other assets is/are aware of, and have no objection to (a) the Loan applied for (b) the Loan terms (c) using such monies from the joint accounts for paying/repaying the Loan and all other amounts due to the Lender and (d) Lender's rights of set off in the event of Borrower's default of the terms in this Agreement.

11.12. It shall be the Borrower's sole responsibility and liability to settle all disputes/objections with such joint account holder, if so required and the Lender shall be well within its rights to exercise the right of set off against any money lying in any deposit/bond/other assets held singly or jointly for settlement of dues. The Borrower or the guarantor if any, shall not make any counter claim or set off and all payment made by the Borrower under this Agreement shall be made without set off or guarantee or any of them or under any law.

12. EVENTS OF DEFAULT

12.1. Each of the following events or circumstances would constitute events of default under the terms of the Facility Documents ("Event of 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 11 (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 Amounts to the Lender.

c) The Borrower is in breach of any of the covenants provided under Covenants and Undertakings).

d) The Borrower is found to be in breach of any of the representations made by the Borrower as provided in under Representations and Warranties).

e) Death, Insolvency, or Bankruptcy proceedings of 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 under these terms and conditions.

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.

Customer's signature

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

For TVS Credit Services Limited

Sayeekrishnan L (5000937)
Head - Operations
Authorised Signatory

13. CONSEQUENCES OF EVENTS OF DEFAULT

13.1. 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 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 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 the terms of Auction under this Agreement;
- d) Enforce any rights available to it under any law or contract.
- e) 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.
- f) The Borrower agrees that in the event of failure to pay any Borrower's Dues on the Due Date, the Borrower shall appear before the recovery manager of the nearest branch of the Lender for remitting such outstanding Borrower's Dues through any payment instruments. The nearest branch of the Lender shall be deemed to be the centrally designated place to affect such recovery. The Borrower may visit <https://www.tvscredit.com/branch-locator/> for locating the nearest branch of the Lender. In event of failure by the Borrower to appear at the branch on two or more successive occasions, the field staff of the Lender or any Service Provider of the Lender shall be at liberty to visit the place of residence or work of the Borrower till all such overdue Borrower's Dues are paid by the Borrower to the satisfaction of the Lender.

14. AUCTION

14.1. The Lender shall conduct the Auction of Pledged Gold in accordance with its Auction Policy.

14.2. 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 (Ninety) days from the date of Payment Default.
- (b) On failure to comply with requirement of Additional Margin under Clause 4.4.

14.3. 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 (Fifteen) 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 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.

14.4. 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.

14.5. 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 the RBI from time to time by adopting the following amongst others:

- a) Upon 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.
- 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 Amounts 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 hereinabove while determining the Reserve Price.
- k) The Lender shall conclude the Auction within 90 (Ninety) days of the First Notice.

14.6. The proceeds realised from the Auction shall be utilised towards the repayment of dues under the Loan as detailed under these terms and conditions. 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.

Customer's signature

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

Sayeekrishnan L (5000937)
Head - Operations
Authorised Signatory

14.7. 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.

14.8 Subject to the Lender's right of set off under these terms and conditions, 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 out bound 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.

14.9. 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 any other Security which the Borrower has provided to the Lender under the terms of the Facility Documents or take further action at its discretion as per applicable law.

14.10. 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.

14.11. The Lender may, at its sole discretion, postpone the Auction at the request of the Borrower.

15. TERMINATION

15.1. 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.

15.2. Upon such termination, the Lender shall have the right to demand repayment of the Total Outstanding Amounts and upon such demand the Total Outstanding Amounts shall become forthwith due and payable by the Borrower to the Lender.

16. MISCELLANEOUS PROVISIONS

16.1. 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.

16.2. 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, Chennai 600006

For the Borrower: As per the Sanction cum Pledge Card

16.3. 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.

16.4. 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.

16.5. The Lender reserves the right to amend these Terms by providing the Borrower notice in the vernacular language or a language as understood by the Borrower. It is clarified that the changes in the Terms in relation to Interest and other Charges payable by the Borrower are effected only prospectively.

16.6. By utilising the Loan provided, the Borrower unconditionally and irrevocably accepts these Terms (as may be amended from time to time) and shall abide by and be bound by them at all times.

17. APPROPRIATION OF PAYMENTS

17.1. Unless otherwise agreed to or decided by the Lender, any payment from the Borrower when received by the Lender shall be appropriated towards the Borrower's Dues in first in first out basis the following order viz:

I. Repayment by EMI

a) EMI already due but not paid (Overdue) till all Overdue amounts are satisfied:

- (i) Towards Overdue Interest of the earliest unpaid EMI.
- (ii) Towards Overdue Principal of the earliest unpaid EMI.
- (iii) Towards Overdue Interest of the next earliest unpaid EMI.
- (iv) Towards Overdue Principal of the next earliest unpaid EMI.

b) Current EMI:

- (i) Towards Current Interest
- (ii) Towards Current Principal

c) Penal Charges, if any.

d) Other Charges, if any, shall also be adjusted on first in first out basis, i.e., earliest unpaid Charges shall be settled first followed by remaining Charges in the same order as and when the same fell due.

Customer's signature

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

For TVS Credit Services Limited



Sayee Krishnan L (5000937)
Head - Operations
Authorised Signatory

II. Repayment by Bullet Payment:

- a) Towards unpaid accrued interest
- b) Towards current accrued interest
- c) Towards outstanding principal
- d) Penal Charges, if any
- e) Other Charges, if any, shall also be adjusted on first in first out basis, i.e., earliest unpaid Charges shall be settled first followed by remaining Charges in the same order as and when the same fell due.

17.2. The Lender may, at its absolute discretion, appropriate any payments made by the Borrower under the Loan towards payments due to the Lender from the Borrower under another agreement or transaction entered into by the Borrower with the Lender and/or towards any other indebtedness of the Borrower to the Lender and such appropriation shall be final and binding upon the Borrower who shall continue to remain indebted to the Lender for payment of Borrower's Dues under the Loan. The Borrower shall continue to be liable for any deficiency in the amount due to the Lender by the Borrower after adjustment if any, of the net proceeds of sale, realisation, recovery, and/or insurance claim.

18. ARBITRATION

18.1. If any dispute, difference, or claim arises between any of the Borrowers and the Lender in connection with this loan or as to the interpretation, validity, implementation, or effect of this agreement or as to the rights and liabilities of the parties under the loan Documents or alleged breach of the loan documents or anything done or omitted to be done under the Transaction Documents, the same shall be settled by arbitration by a sole arbitrator to be appointed by any of the following institutions:

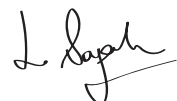
- (a) The Council for National and International Commercial Arbitration having its office at Unit No.208, 2nd Floor, Beta Wing, Raheja Towers, Nos.113-134, Anna Salai, Chennai – 600002
(Or)
- (b) Madras Alternative Dispute Resolution Centre having its office at C-40, 2nd Floor, 2nd avenue, Anna Nagar 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) KRSNA Arbitrators, No.1, Third Floor, Maruthi Enclave, Bheema Sena Garden Street, Royapettah High Road, Mylapore, Chennai – 600004.
(Or)
- (h) Chamber of Arbitration and Mediation (CAM), No:9, Eldam Square, No.167, Eldam Road, Alwarpet Chennai – 600018.
(Or)
- (i) JUS ARBITRI & INFINITE LEGAL SERVICES LLP (JAILS LLP),#/, P.A.N Rajarathinam 4th Lane,G.A Road Old Washermenpet, Chennai - 600 021.
(Or)
- (j) Madras Arbitration Solutions LLP, 11/16, Francis Joseph Street, Parrys, Chennai -600001.
(Or)
- (k) Vishlaw Global Center for dispute resolution, Door no 486, Anna Salai, 2nd block, Teynampet, Chennai-600006.
(Or)
- (l) The Madras Chamber Of Commerce & Industry First Floor, Karumuttu Center, 634, Anna Salai, Satya Murthy Nagar, Nandanam, Chennai, Tamil Nadu 600035.
(Or)
- (m) Madras Arbitration Solutions LLP, 11/16, Francis Joseph Street, Parrys, Chennai -600001.
(Or)
- (n) The Southern India Chamber Of Commerce And Industry (SICCI), Esplanade Rd, Esplanade, George Town, Chennai, Tamil Nadu 600104.
(Or)
- (o) 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. 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 at Chennai/Kolkata. The language of arbitral proceedings shall be English. 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. 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. 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 the Agreement which shall continue to apply to all other communications between the parties.

Customer's signature

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

For TVS Credit Services Limited



Sayeekrishnan L (5000937)
Head - Operations
Authorised Signatory

It shall be the responsibility of the Lender and Borrower 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 Lender and Borrower(s) to save the emails in the address book. The delivery of emails to spam, promotion, etc., shall also be a deemed delivery. The Chennai/Kolkata courts shall have exclusive jurisdiction in respect of matters arising under this Agreement including any application for setting aside the award/appeal and the Lender/ Borrower(s) 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.

19. CUSTOMER SUPPORT

19.1. For any queries, visit our website www.tvscredit.com and follow the directions to get your query resolved ("Customer Care").

19.2. Borrowers may also reach our Customer Care call center mentioned in the above website.

19.3. The Lender shall, without prejudice to its rights to perform such activities itself or through its office employees, be entitled to appoint one or more person(s) ("Service Providers") as the Lender may select and to delegate to such party all or any of its functions, rights and powers under the Transaction Documents including the rights and authority to receive on behalf of the Lender from the Borrowers all Borrower's Dues by engaging recovery agents and to perform and execute all lawful acts, deeds, matters and things connected therewith and incidental thereto. The Borrowers expressly and irrevocably consent that for any claim against the Service Providers, the Lender shall not be liable and the claim of the Borrowers on this account shall be against the Service Providers only.

19.4. The Lender shall be accountable for any inappropriate behaviour by its employees or employees of its Service Providers. In the event the Borrower is aggrieved by the behaviour or acts of any employees of its Service Providers then the Borrower may lodge its grievance with:

Grievance Redressal Officer appointed as the Grievance Redressal Officer (GRO) under the Fair Practices Code and digital lending guidelines issued on 02.09.2022 who can be approached by the public for resolution of complaints against the Lender. The Borrower may lodge a complaint by sending an email at gro@tvscredit.com. If the complaint / dispute is not redressed within a period of one month, the customer may appeal to the Officer-in-Charge of the Regional Office of Department of Non-Banking Supervision (DNBS), Reserve Bank of India, Fort Glacis, Rajaji Salai, Chennai 600 001, Tamil Nadu, Tel: 044 25393406, under whose jurisdiction the registered office of the Lender falls. For the benefit of the Borrower, the above information on "grievances" will be displayed at the Lender's branches/places where business is transacted.

20. DATA PRIVACY

20.1. The Borrower and the agree to be bound by the Privacy Policy of the Lender as contained in <https://www.tvscredit.com/privacy-policy/> which may be amended from time to time. Amendment, if any, to the Privacy Policy shall be binding on the Borrower.

20.2. The Borrowers hereby provide consent to the Lender to carry out the KYC and other requisite checks by such processes as may be permissible under law including authentication/verification of documents or details submitted for KYC purpose, accessing and procuring data from databases maintained by statutory or other authorities constituted by law. The Borrowers expressly authorise/consent to the Lender, its various service providers or agents, including for marketing, collections and recovery agents to contact the Borrowers telephonically, through e-mails, telephones, messages, SMS, Whatsapp or other applications or otherwise even if the names of the Borrowers appear in the Do Not Call or Do Not Disturb Register to contact the Borrowers about the marketing schemes, various financial and/or investment products and/or offerings of other services, Borrower's Dues under the Loan Documents or any other aspect pertaining to any facilities availed or to be availed by the Borrowers. The Borrowers also expressly declare that such e-mails, telephonic calls, messages, SMS, Whatsapp messages etc. from the tele-callers, agents and/or service provider of the Lender and its associates, affiliates and/or group companies will not cause any inconvenience to them and/or their family members. The Borrowers agree to the use of e-mails, messages, SMS, Whatsapp and/or other applications for communication or sharing of information or documents, agree to abide by the terms and conditions of such applications and agree to the risks associated with such applications or sharing of information through them.

21. DISCLOSURE

21.1. Borrower hereby agrees and give consent for the disclosure by the Lender to all/any such entities mentioned hereinbelow to disclose and furnish information and data relating to Borrower and the Guarantor including but limited to information with respect to the Loan availed herein, obligations assumed/to be assumed by the Borrower in relation thereto and default, if any, committed by the Borrower in discharge thereof to:

- a) RBI, income tax authorities, credit bureau, Credit Information Companies, databanks, other banks, financial institutions or any other Government or regulatory authorities, statutory authorities, quasi judicial authorities. The Credit Information Companies may use such data and information in the manner as it may deem fit.
- b) Lender's group companies, holding companies, subsidiary companies, partners, its associates and their agents and Borrower or Guarantor shall not hold the Lender or any of its group companies, holding companies, subsidiary companies, partners, its associates and their agents liable for the using / sharing of this information.
- c) A potential assignee or to any Person who may otherwise enter into contractual relations with the Lender in relation to this Agreement.
- d) Any third party for the purposes of credit reference and verification.
- e) Any service provider or vendor of the Lender.
- f) To any other person:

1. To (or through) whom the Lender assigns or transfers or novates (or may potentially assign or transfer or novate) all or any of its rights and obligations under the Loan Documents/Loan; and/or

2. Pursuant to the processing or management of data relating to the Loan or the Borrowers; and/or

3. As the Lender may deem fit.

20.2. The Borrowers agree as a pre-condition of the Loan given to the Borrower by the Lender that in case the Borrowers commit default in the payment/ repayment of the Borrower's Dues on the Due Date(s), the Lender shall have an un-qualified right to disclose or publish the name/s of the Borrowers or the name/s of their partner/s or directors as defaulter/s in such manner and through such medium as permitted under the Applicable Laws.

21.3. The Borrowers agree and authorise the Lender to disclose, from time to time, any information and data relating to the Borrowers (including personal sensitive data or information and any information that requires consent under the Information Technology Act, 2000 and/or any other statute) and/ or the Loan and/or other facilities availed by the Borrowers and/or the 'financial information' as defined in Section 3(13) of IBC, in or outside India without requirement of any notice or intimation.

Customer's signature

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

For TVS Credit Services Limited

Sayeekrishnan L (5000937)
Head - Operations
Authorised Signatory

22. MISCELLANEOUS TERMS

- 22.1. The contents of this Agreement along with all its annexures have been read and understood by the Borrower post which the Borrower willfully agreed and consented to be bound the same and accordingly signed and executed this Agreement.
- 22.2. This Agreement may be amended only in writing and upon signature by all the parties and no oral amendment shall be valid or be deemed to be an amendment to this Agreement.
- 22.3. In consideration of the Loan provided by the Lender, the Borrower hereby agrees to be presented with offers for additional products or services by the Lender or its affiliates ('Cross-Sell Offers'). The Borrower acknowledges that acceptance of any Cross-Sell Offers is optional and voluntary. It is not a pre-condition for availing the Loan. The Borrower further acknowledges that the terms and conditions applicable to any Cross-Sell Offers may differ from those of the Loan and agree to review such terms carefully before accepting any Cross-Sell Offers. The Borrower understands that the Lender may receive compensation from third-party providers for facilitating Cross-Sell Offers and consent to such arrangements. The Borrower retains the right to decline any Cross-Sell Offers without affecting their existing relationship with the Lender or their obligations under the Loan. Further, the Borrower consents to receive marketing communications related to products or services offered by the Lender or its group companies, holding companies, subsidiary companies, partners, its associates and their agents (hereinafter referred to as "Marketing Communications"). The Borrower acknowledges that such Marketing Communications may be sent via various channels, including Acceptable Means of Communication. The Borrower further acknowledges that the terms and conditions of any products or services offered through Marketing Communications may differ from those of the Loan and agree to review such terms carefully before accepting any offers. The Borrower understands that the Lender may use their personal information for the purpose of sending Marketing Communications and consents to such use in accordance with applicable privacy laws and regulations. The Borrower shall continue to receive Marketing Communications after the expiry of the Loan tenure. The Borrower understands that they have the option to opt out of receiving Marketing Communications at any time by unsubscribing from the communication.
- 22.4. Negative List (a) Production or trade in any product or activity deemed illegal under host country laws or regulations or international conventions and agreements, or subject to international bans or such as pharmaceuticals, pesticides/herbicides, ozone-depleting substances PCBs wildlife or products regulated under CITES. (b) Production or trading of weapons and munitions. (c) Production or trade in alcoholic beverages (excluding beer and wine). (d) Production or trade in tobacco. (e) Gambling, casinos, and equivalent enterprises. (f) Production in trade in radioactive materials. This does not apply to purchase of medical equipment, quality control (measurement) equipment, and any equipment where IFC considers the radioactive source to be trivial and or adequately shielded. (g) Production or trade-in unbonded asbestos fibres. This does not apply to the purchase and use of bonded asbestos cement sheeting where the asbestos contents are less than 20%. (h) Drift net fishing in the marine environment using nets in excess of 2.5 km in length. (i) Production or activities involving harmful or exploitative forms of forced labour/ harmful child labour. (j) Commercial logging operations for use in primary tropical moist forest production or trade-in wood or other forestry products other than from sustainably managed forests.
- 22.5. The Mode of Application will be available subject to Applicable Laws including the Telecom Commercial Communication Borrower Preference Regulation (TCCCPR), 2018.
- 22.6. The Borrower hereby agree to receive SMS, telephonic calls, emails, or through any other mode of communication, the various schemes, plans, and offers provided by the Lender, and the Borrower(s) is aware that laws in relation to the unsolicited communication referred in "National Do Not Call Registry" (the "NDNC Registry") as laid down by the Telecom Regulatory Authority of India will not be applicable for such communication/calls/SMSs received from the Lender, its employees, agents, authorised third parties and/or associates.
- 22.7. The Borrower shall declare that all the particulars and details given/filled in the application form and documents uploaded/submitted along with application are true, correct, complete and up to date in all respect and no material detail has been concealed which would have an effect on the decision of grant of the Loan.
- 22.8. The Borrower agrees and accepts that the Lender is empowered to cross sell other loans and communicate to the Borrower by using the information disclosed to the lender through this pre-approved loan programme. The Borrower also declare the following: "I voluntarily opt for the Pre-Approved Loan Programme at my own wish and agree that my eligibility under the Pre-Approved Loan Programme, will be subject to proper repayment of EMI, at least for a period of 3 months or as stipulated by policies primary Loan, or at the sole discretion of the Lender. Each such facility/transaction shall have a separate repayment schedule and I shall strictly adhere to the same".
- 22.9. It will be the sole responsibility of the Borrower to ensure that all user name and passwords as may be shared by the Lender with the Borrower are kept confidential and not revealed/ disclosed to any third party, including any person claiming to represent the Lender, or its agents and the Borrower shall take all possible care to prevent discovery of the user name or password by any person. Such transmission methods involve the risk of the possible unauthorised alteration of data, unauthorised usage therefore for whatever purposes and/ or virus attacks and are susceptible to a number of frauds, misuse, hacking, malicious, destructive or corrupting code, programme or macro which could affect the online facility for Disbursement Request and the Loan. This could result in delays in the processing of the online Disbursement Request or failure in the processing of such requests and the Lender shall not be responsible for the same. The Borrowers shall exempt the Lender from any and all responsibility/ liability of such misuse or virus attacks/ transmission to the Borrower's system and shall not hold the Lender responsible/liable therefore.
- 22.10. In no event shall the Lender be liable for any Losses due to loss or improper or unauthorised use of the passwords, login information, data, onetime passwords etc. on the website of the Lender or through any electronic mode and the Borrower shall be solely responsible for the same. Further, the Lender shall not be liable for any Losses due to any delay or inability to use the Lender's website or services provided by any electronic mode, the provision of or failure to provide services by the Lender, or for any information, software, products and services obtained through the Lender's websites, or otherwise arising out of the use of the Lender's website, whether based on contract, negligence, strict liability or otherwise.
- 22.11. Further, it is hereby clarified that the Lender agrees to undertake such a transaction based on instructions given by the Borrowers and the Lender is not bound to check the accuracy and the authenticity of instructions. It shall be the duty of Borrowers to ensure that such instructions are not misused by the Affiliates or staff/members of the Borrowers or any third party. The Lender accepts no liability for the consequences arising out of erroneous information supplied by the Borrowers. If the Borrowers notice an error in the information supplied to the Lender, the Borrowers shall immediately advise the Lender and the Lender will endeavour to correct the error wherever possible on a "reasonable efforts" basis.

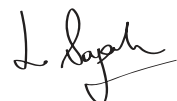
23. EXECUTION OF ELECTRONIC/DIGITALISED DOCUMENTS

- 23.1. The Borrower hereby agrees, understands, acknowledges and confirms that he/she/they are executing this Agreement and connected documents in electronic/digitalised form and verified and confirmed the same through e-sign /or e-link sent to his/her/their declared/registered mobile number(s) and/or e-mail ID(s).
- 23.2. The Borrower agrees and undertakes that he/she/they will not question the authenticity of this Agreement and other documents and the consent given by him/her/them in e-form, in future for want of any physical signature and/or acceptance. Further the parties may authenticate the agreement with an electronic signature and the client/ Borrower agrees to sign this agreement electronically.

Customer's signature

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

For TVS Credit Services Limited



Sayeekrishnan L (5000937)
Head - Operations
Authorised Signatory

23.3. The Borrower is of the online loan facility in accordance with the terms contained herein entirely at his/her/their own risk and consequences. The Borrower undertakes that on clicking on "I Agree", it shall be construed that the Borrower has duly executed this Agreement and connected documents and accepted all the terms and conditions contained herein and he/she/they shall not raise any demur or protest in relation to the same, in future. The Borrower is aware that the Lender shall agree to become a party to this Agreement only after satisfying itself with regard to all conditions and details filled by the Borrower in the Application for the Loan and this Agreement and all other General Terms and Conditions are in consonance with the Lender's policy.

23.4. The online acceptance of the Terms and Condition on the Website/Mobile Application results in a binding contract between the Parties.

23.5. The transmission of the Terms and Conditions, instructions, acceptance, and communications through electronic media, such as email, facsimile, SMS, WhatsApp or other messaging Application, websites, etc., involves number of risks which may include fraudulent alterations and incorrect transmissions and absence of confidentiality. However, if the Borrower is desirous, then the Lender shall, upon confirmation from the Borrower, share the Terms and Conditions, instructions, acceptance, through the Electronic Media.

23.6. In such scenario, the Borrower hereby irrevocably confirms and undertakes as under:

a) Lender may rely upon the communications provided by the Borrower through electronic media and believe such communication to be genuine, for their requirements. Further, in case of any question as to what the communications were provided or received, the records of the electronic media received by Lender shall be treated as final, conclusive, and binding.

b) that the Communications provided through the electronic media to Lender are provided by the Borrower and hereby agrees and confirms that Lender shall not be responsible for conducting any verification whatsoever in this regard.

c) that Lender agrees to act on any communications provided through electronic media only by reason of relying upon the undertaking contained herein.

d) Lender shall not be liable for any consequences or any act or refusal or omission to act or deferment of action by Lender.

24. VALUE ADDED SERVICES

24.1. The Borrower has subscribed T-Health after reading and understanding the term, conditions and features of T-Health which are available at <https://tvscs.in/SeyHoai> and consented to the following declaration "I hereby agree to buy T-Health at the price mentioned above. I understand that T-Health is a product provided by a third party i.e., Bajaj Finserv Health Ltd (BFHL) and the services provided to me will be subject to the terms and conditions of T-Health. I hereby give my consent to BFHL to contact me by phone, post or email to activate and provide services of T-Health. I agree and understand that T-Health shall be considered as a separate product subject to the terms and conditions of T-Health and shall be independent of the Loan Agreement. Any dispute arising out of T-Health will not affect the terms and conditions agreed by me with Lender for availing the Loan."

24.2. The Borrower agrees that in the event, he/she opts for InstaCard Programme, the InstaCard Terms provided at Annexure IV shall accepted by him and the same would form part and parcel of this Agreement.

25. DECLARATION

25.1. 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.

25.2. 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 fulfillment of other criteria as per policy of the Lender.

25.3. I confirm the receipt of 'TVS Credit Services Limited' Gold Loan Terms and Conditions governing this, Received, Read & Understood.

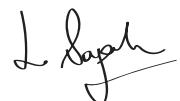
Name of the Borrower

Signature

Customer's signature

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

For TVS Credit Services Limited



Sayeekrishnan L (5000937)
Head - Operations
Authorised Signatory

Annexure I

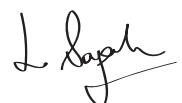
A. AGREEMENT & PARTIES DETAILS

Sl. No.	Particulars	Details
1.	Place of Execution	Chennai
2.	Execution Date	Date of Electronic Signature
3.	Name of Borrower	
4.	Address of Borrower	
5.	Mobile No. of Borrower	
6.	Email ID of Borrower	
7.	Address of Lender	TVS Credit Services Limited No.29, Haddows Road, Third Floor. Jayalakshmi Estates, Nungambakkam, Chennai - 600006, Tamil Nadu.
8.	Email Id:	If you have any query or issue, we request you to write to our customer care (helpdesk@tvscredit.com). We are committed to resolving your queries/issues. If you are not satisfied with the resolution provided you can write to the Grievance Redressal Officer. Our Grievance Redressal Officer is Mr. Charandeep Singh Chawla. Email: gro@tvscredit.com Mobile: 7305963580 (Monday to Friday, 9:30 AM to 6:30 PM)

Customer's signature

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

For TVS Credit Services Limited



Sayeekrishnan L (5000937)
Head - Operations
Authorised Signatory

Annexure II

Key Fact Statement Form

Annexure A

Key Fact Statement - Valid till

1

KFS Reference Number:

Part 1 (Interest rate and fees/charges)

1	Loan Proposal/Account no.	Type of Loan	Gold Loan
2	Sanctioned Loan Amount (Rs.)		
3	Disbursal Schedule (i) Disbursement in stages or 100% upfront (ii) If it is stage wise, mention the clause of Loan Agreement having relevant details	100% upfront	
4	Loan term (Year/Months/Days)		
5	Instalment Details ²		
	Type of Instalments	Number of Equated Periodic Instalments	Equated Periodic Instalment (Rs.)
		-	Refer Instalment Amount in Annex C
6	Interest rate (%) and type (Fixed/Floating/Hybrid)	% per annum (Fixed) ²	
7	Additional Information in case of Floating Rate of Interest		
	Reference Benchmark	Benchmark Rate (%) (B)	Spread (%) (S)
			Final Rate (%) $R = (B) + (S)$
			Reset Periodicity (Months)
			B S
	NA	NA	NA
			Impact of change in the Reference Benchmark
			EPI (Rs.) No. of EPIs
			NA NA
8	Fees/Charges (Inclusive of Applicable Taxes)		
		Payable to-TVS Credit Services Limited (A)	Payable to a third-party through TVS Credit Services Limited (B)
		One-time/Recurring	Amount (Rs.) or Percentage (%) as applicable
		One-time/Recurring	Amount (Rs.) or Percentage (%) as applicable
(i)	Processing Fees for Fresh Loans OR Processing Fees for Top-up Loans	One-time	-
(ii)	Gold Security Charges	One-time	-
(iii)	SMS Charges	Recurring	-
(iv)	Stamping Charges	One-time	-
(v)	Credit Verification Charges	One-time	-
(vi)	VAS Charges T-Health	One-time	-
9	Annual Percentage Rate (APR) (%) (Excluding Applicable Taxes)		

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For TVS Credit Services Limited

Sayeekrishnan L (5000937)
Head - Operations
Authorised Signatory

10	Details of Contingent Charges (in Rs. or %, as applicable) (Inclusive of Applicable Taxes)	
(i)	Penal charges/Late Repayment Charges (Exclusive of GST)	24% Per annum
(ii)	Foreclosure charges	<p>1.Bullet Repayment Loans: If the full loan amount is repaid within 7 days, minimum 7 days interest period to be serviced. Additional interest to be charged as Foreclosure charge (from the date of closure-to-7th day).</p> <p>2.EMI Loans: Foreclosure period to be one EMI cycle and foreclosure charges shall be maximum 2% of the amount outstanding. GST applicable on additional collection done over and above the interest for utilised period (from the date of closure-to-first EMI)</p>
(iii)	Bounce Charges	Rs.500
(iv)	Doorstep Gold Loan Charges	Up to Rs.500 for Doorstep Gold Loan Service
(v)	Doorstep Collection Charges	Up to Rs.150 per customer for every payment or recovery made at the doorstep
(vi)	Recovery Charges (Ticket sizes up to Rs.1.5Lakhs)	Recovery Charges - Up to Rs.500
(vii)	Recovery Charges (Ticket sizes above Rs.1.5Lakhs)	Recovery Charges - Up to Rs.750
(viii)	Non-utilisation of credit line	Up to Rs.200 per quarter inclusive of taxes (if gold stored within branch safe and credit not utilised by customer during a 6-month period)
(ix)	Duplicate pledge card issuance Charges	Rs.100
(x)	Auction Publication Charges	As per actuals
(xi)	Auction Notice Postage Charges	As per actuals

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For TVS Credit Services Limited

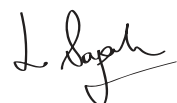
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Part 2 (Other qualitative information)

1	Clause of Loan agreement relating to engagement of recovery agents	<p>Clause no. 16.3 of Terms and Conditions Sheet</p> <p>The Lender/TVS Credit Company shall, without prejudice to its rights to perform such activities itself or through its office employees, be entitled to appoint one or more person(s) ("Service Providers") as the Lender/TVS Credit Company may select and to delegate to such party all or any of its functions, rights and powers under the Transaction Documents including the rights and authority to receive on behalf of the Lender from the Borrowers all Borrower's Dues by engaging recovery agents and to perform and execute all lawful acts, deeds, matters and things connected therewith and incidental thereto. The Borrowers expressly and irrevocably consent that for any claim against the Service Providers, the Lender shall not be liable and the claim of the Borrowers on this account shall be against the Service Providers only</p>
2	Clause of Loan agreement which details grievance redressal mechanism	<p>Clause no. 16.4 of Terms and Conditions Sheet</p> <p>The Lender/TVS Credit Company shall be accountable for any inappropriate behavior by its employees or employees of its Service Providers. In the event the Borrower is aggrieved by the behaviour or acts of any employees of its Service Providers then the Borrower may lodge its grievance with: Grievance Redressal Officer appointed as the Grievance Redressal Officer (GRO) under the Fair Practices Code and digital lending guidelines issued on 02.09.2022 who can be approached by the public for resolution of complaints against the Lender. The Borrower may lodge a complaint by sending an email at gro@tvscredit.com. If the complaint/dispute is not redressed within a period of one month, the customer may appeal to the Officer-in-Charge of the Regional Office of Department of Non-Banking Supervision (DNBS), Reserve Bank of India, Fort Glacis, Rajaji Salai, Chennai 600 001, Tamil Nadu, Tel: 044 25393406, under whose jurisdiction the registered office of the Lender falls. For the benefit of the Borrower, the above information on "grievances" will be displayed at the Lender's branches/places where business is transacted.</p>
3	Phone number and email id of the Nodal Grievance Redressal Officer	
4	Whether the loan is, or in future maybe, subject to transfer to other Regulated Entity's or securitisation (Yes/No)	Yes
5	In case of lending under collaborative lending arrangements (e.g. Co-lending/Outsourcing), following additional details may be furnished:	
Name of the originating Regulated Entity, alongwith its funding proportion		Name of the partner Regulated Entity, along with its proportion of funding
NA		NA
		Blended Rate of Interest
		NA

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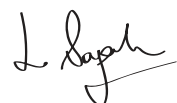
6	In case of Digital Loans, following specific disclosures may be furnished:	
(i)	Cooling off/look-up period, in terms of Regulated Entity's board approved policy, during which Borrower shall not be charged any penalty on prepayment of loan	NA
(ii)	Details of LSP acting as Recovery Agent and authorised to approach the Borrower	NA

¹ The validity of the KFS shall be subject to the actual disbursement of the loan amount shall take place to the Borrower only upon issuance of Sanction cum Pledge Card. The Sanction cum Pledge Card shall be issued only after inspection of the Pledged Gold wherein its purity in terms of carats shall be determined along with its weight and its consequent valuation basis the prevailing rate of gold as on the date of issuance of the Sanction cum Pledge Card. The Pledged Gold shall be assayed every time before issuance of the Sanction cum Pledge Card even if it has been assayed previously.

² Under the scheme interest is due at an interval of 30 days. If the customer pays interest within the due date, the Interest Rate as mentioned in the initial slab as mentioned in the Pledge card will continue till the end of tenure of the loan. In the event customer defaults in paying the interest and on clearing the interest for the overdue period, the customer will be able to continue at the interest rate specified in the respective slab as mentioned in the Pledge card for the remaining tenure of the loan, subject to the condition that interest is paid on due dates. For illustration on this, please refer clause 5 of the COMMON TERMS AND CONDITIONS OF THE GOLD LOAN.

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For TVS Credit Services Limited



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Annexure B

Computation of Annual Percentage Rate (APR)

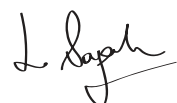
Sl.No.	Parameter	Details
1	Sanctioned Loan Amount (Rs.) (Sl.No. 2 of the KFS – Part 1)	
2	Loan Term in (Years/Months/Days) (Sl.No. 4 of the KFS – Part 1)	
a)	No. of Instalments for Payment of Principal (In case of Non - Equated Periodic Loans)	NA
b)	Type of Equated Periodic Instalment (EPI)	
	Amount of each Equated Periodic Instalment (Rs.)	
	No. of Equated Periodic Instalment's (Sl.No. 5 of the KFS – Part 1)	
c)	No. of Instalments for Payment of Capitalised Interest (if any)	NA
d)	Commencement of Repayments - Post Sanction (Sl.No. 5 of the KFS – Part 1)	
3	Interest rate type (Fixed/Floating/Hybrid) (Sl.No. 6 of the KFS – Part 1)	Fixed
4	Rate of Interest (%) (Sl.No. 6 of the KFS – Part 1)	
5	Total Interest Amount to be charged during the entire tenor of the loan as per the rate prevailing on Sanction Date (Rs.)	
6	Fees/Charges Payable (Rs.)	
a)	Payable to TVS Credit Services Limited (Sl.No. 8A of the KFS-Part 1) (Rs.)	
b)	Payable to third-party routed through TVS Credit Services Limited (Sl.No. 8B of the KFS-Part 1) (Rs.)	
7	Net disbursed amount (1-6) (Rs.) ²	
8	Total amount to be paid by the borrower (1+5) (Rs.)	
9	Annual Percentage Rate - Effective Annualized Interest Rate (in percentage) ¹ (Sl.No. 9 of the KFS-Part 1)	
10	Schedule of Disbursement as per Terms and Conditions	100% upfront
11	Due Date of Payment of Installment and Interest	

¹ Computed on Net Disbursed Amount using IRR approach and reducing balance method.

² Gold Security charges and SMS Charges shall be collected along with last payment against closure of Loan.

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For TVS Credit Services Limited



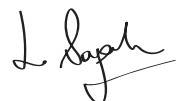
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Authorised Signatory

Annexure III

Repayment Schedule

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

For TVS Credit Services Limited



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Head - Operations
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Annexure IV**Terms and Conditions of the InstaCard Programme ("InstaCard Terms" or "Terms")**

These Terms shall be read in conjunction with the Master Terms and Conditions, along with any other agreements or documents executed / accepted by all the customers (including nominees or any person acting on customer's behalf (if any)), including those who has already availed any loan from us under any loan agreements.

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY.

1. OVERVIEW

- 1.1. The InstaCard Terms governs your ("you", "your", "User", "Borrower" or "Customer") usage of the website <https://www.tvscredit.com> as well as all other linked pages, images, features, and mobile applications ("Platform") offered from time to time by TVS Credit Services Limited ("TVS Credit", "Company", "Lender", "we", "us") either through itself or a third party. These terms shall be read in conjunction with the privacy policy, loan documents and all other policies governing the Platform.
- 1.2. By clicking the 'Checkbox' (or) 'Proceed button above (or) sharing One Time Password ("OTP"), you hereby agree and acknowledge that you are at least eighteen (18) years old and above, and have read, understood and consent to being governed and bound by these InstaCard Terms. These InstaCard Terms constitute a binding and enforceable contract between you and the Company. If you do not understand these InstaCard Terms, or do not accept or agree to any part of them, then you are requested to not access the Platform.
- 1.3. These InstaCard Terms are an electronic record in terms of the Information Technology Act 2000, as amended from time to time, and rules made thereunder, and all other applicable laws that require publishing of policies for collection, usage, storage, disclosure, and transfer of information. This electronic record is generated by a computer system and does not require any physical or digital signatures.

2. DEFINITIONS

- 2.1. In this document, the following word and phrases shall have the following meanings:
- 2.1.1. "Application Form" shall mean and include the application agreed, executed/ to be executed by the Borrower in the form and manner stipulated by the TVS Credit, from time to time.
- 2.1.2. "EMI/Equated Monthly Instalments" shall mean the amount payable every month by the Borrower to TVS Credit comprising of principal amount, interest and other charges in respect of the Loan, as the case maybe.
- 2.1.3. "Event of Default(s)" shall have the meaning as ascribed to it under Clause 8;
- 2.1.4. "Existing Member Identification Number" shall mean the 10-digit customer identification number, issued by TVS Credit to the Borrower for easy identification and usage of the Loan Limit with the Merchant (both POS & online) irrespective of whether such Borrower has previously availed any loan facility from TVS Credit.
- 2.1.5. "Fees/Charges" means such charges as set out in these InstaCard Terms. All details mentioned herein shall be provided in the Loan Term Sheet or the Key Fact Statement unless specifically communicated to the Borrower and as amended from time to time.
- 2.1.6. "InstaCard/Card" shall mean a physical or virtual card carrying the unique Existing Member Identification Number, issued to the Borrower in terms hereof, (without any attached functionality of performing a financial transaction through the Card) for the purposes of: (i) easy customer identification; (ii) tracking the usage of eligible loans availed by the Borrowers under the InstaCard Programme; and (iii) any other function as designated by TVS Credit. It is clarified that InstaCard is not a credit card, debit card, prepaid instrument or a card with a stored value.
- 2.1.7. "InstaCard Programme" shall mean the term loan facility programme offered by the Company and consented to, by the Borrower, by paying the necessary fees, wherein the Borrower subject to meeting the eligibility criteria may be issued the InstaCard with Existing Member Identification Number as per the sole discretion of the Company as per the terms of the Transaction Documents.
- 2.1.8. "InstaCard Terms" or "Terms" shall refer to the terms and conditions of the InstaCard Programme issued to the Borrower upon enrolment.
- 2.1.9. "Instant Bank Transfer" shall mean the Loan made available by TVS Credit in Saathi App to the Borrower and the transfer of such Loan amount to the registered bank account of the Borrower.
- 2.1.10. "Key Fact Statement" shall mean the Loan Terms along with other necessary information of the Loan, including the Annual Percentage Rate, all Fees/Charges payable by the Borrower in relation to the Loan, the recovery mechanism, the cooling-off / look-up period, etc.
- 2.1.11. "Loan" shall mean the amount of loan availed by the Borrower from TVS Credit in connection with the Merchant Payment and / or Instant Bank Transfer in respect of any requirement of the Borrower from time to time as per the commercial terms and also include any top- up/enhancement of any existing loans so availed by the Borrower from TVS Credit.
- 2.1.12. "Loan Agreement" means the terms and conditions entered into between TVS Credit and Borrower in connection with the Loan or any further or future loans or in relation to the usage of the InstaCard, as amended and/or modified by TVS Credit from time to time;
- 2.1.13. "Loan Terms" shall mean the Loan amount applied for or availed of by the Borrower from TVS Credit and includes the EMI, Loan Tenure, applicable interest, fees, charges, and such other payment terms.
- 2.1.14. "Loan Term Sheet" means the document provided to the Borrower by TVS Credit, containing the commercial terms in relation to the Loan and confirmed, executed and accepted by the Borrower.
- 2.1.15. "Low Income Category" shall mean the category of Borrowers with an annual household income equivalent to or not exceeding Rs. 3,00,000.
- 2.1.16. "Merchant" shall mean the merchant network created by TVS Credit with the establishments, wherever located, which honor the InstaCard Programme facility and may include among others, stores, shops, hotels, airlines and mail order advertisers.

Customer's signature

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

Sayeekrishnan L (5000937)
Head - Operations
Authorised Signatory

- 2.1.17. "Merchant Payment" shall mean the Loan settlement made by TVS Credit to the Merchant directly in respect of the purchase of product or receipt of services or otherwise made by the Borrower in Merchant counters.
- 2.1.18. "POS"/"EDC" means point of sale/electronic data capturing machines, respectively used at Merchant establishments in India, capable of processing transactions and at which, the Borrower can use his sanctioned Loan instantly.
- 2.1.19. "Transaction Documents" shall mean this InstaCard Terms and Conditions, and any document including that of such forms as may be necessary that may be executed by and between TVS Credit and the Borrower in relation to the Loan.
- 2.1.20. "Valid Confirmation" shall mean the acceptance of the Loan Terms by the Borrower by executing the Loan Term Sheet or entering the OTP at the Merchant outlet or on the Platform, wherever applicable.
- 2.1.21. "Welcome letter" means a letter sent by TVS Credit to the Borrower setting out the InstaCard Programme and the gist of important terms and conditions applicable for availing/utilising the Loan.

3. REPRESENTATIONS AND WARRANTIES

- 3.1. You represent and warrant that you are legally entitled to enter this Platform and you are of legal age as per applicable laws in your jurisdiction to enter into an enforceable contract with us.
- 3.2. You agree to use the services available to you through the Platform only for purposes that are permitted by (a) these InstaCard Terms; and (b) any applicable law, regulation or generally accepted practices or guidelines in the relevant jurisdictions.
- 3.3. You declare that all the particulars and information provided by you are true, correct, complete and up-to-date in all respects and that you have not withheld any information whatsoever. You also undertake to keep TVS Credit updated of any changes in the information provided by you.
- 3.4. You confirm that you have/had no insolvency proceedings against you, nor have you ever been adjudicated insolvent by any court or other authority, and further confirm that you have read the information on various loan products made available by TVS Credit on <https://www.tvscredit.com>.
- 3.5. You understand and acknowledge that TVS Credit shall have the absolute discretion, without assigning any reason to reject your loan application and that TVS Credit shall not be responsible/liable in any manner whatsoever for such rejection.
- 3.6. You have applied for InstaCard from TVS Credit understanding that the purpose of InstaCard is only customer identification in relation to the usage of eligible loans sanctioned to you as per the sole discretion of TVS Credit. You further understand and acknowledge that InstaCard is not a prepaid instrument, debit card, credit card or any other card with a stored value.
- 3.7. You shall submit all documents/KYC in such form and manner as may be required by TVS Credit in relation to your Application Form. If you are an existing customer, you authorise TVS Credit to use your existing KYC details/documents and NACH/mandate for processing the Application Form. You also acknowledge that in case of any changes in your registered KYC details/documents and NACH/mandate, you shall update such changes immediately to TVS Credit.
- 3.8. By completing the sign-up process for InstaCard Programme, you are deemed to have expressly read, understood, accepted, and be bound by the InstaCard Terms set out herein. You understand and acknowledge that TVS Credit reserves the right to change, at any time, the InstaCard Terms, features and benefits offered under the InstaCard Programme including, without limitation to, changes which affect existing balances, methods of calculation. You agree to read and understand the revised terms and conditions applicable to the InstaCard Programme as prescribed by TVS Credit from time to time and made available on website: <https://www.tvscredit.com/loans/instacard> and agree to be liable for all changes, charges incurred and all other obligations under the revised terms.

4. ELIGIBILITY & USAGE CRITERIA FOR INSTACARD

- 4.1. The Borrower may opt for the InstaCard Programme by submitting the Application Form with TVS Credit and shall make payment of applicable fees and/or charges as specified by TVS Credit with respect to InstaCard as detailed below in Clause 6, which can also be accessed through TVS Credit website <https://www.tvscredit.com/loans/instacard>. The said fees and/or charges are subject to changes and are non-refundable and non-transferable. The applicable fees and/or charges collected from the Borrower(s) shall be reflected in the statement of account of the existing running loan of the Borrower(s) with TVS Credit basis which the Borrower(s) has opted for the InstaCard Program.
- 4.2. TVS Credit may accept or reject the Application Form, based on the internal risk/credit policies and at its sole discretion.
- 4.3. The Borrower shall be assessed for an in-principle approval for an eligible loan limit by TVS Credit ("Loan Limit"). The Loan Limit will be based on the customer documentation type, bureau trade lines, assets proposed to be purchased, Loan to Value of the product to be purchased, surrogate documents, customer risk profile etc., and such sanctioned Loan Limit will be as per the sole discretion of TVS Credit.
- 4.4. The Loan Limit is only an estimation of the amount that the Borrower may qualify to borrow in the future, subject to real-time underwriting at the time of sanction of the Loan. The amount identified as Loan Limit is not a revolving credit limit sanctioned to the Borrower or any assurance that TVS Credit will sanction a Loan equivalent to or up to the amount identified as Loan Limit. It is also clarified that the amount identified as Loan Limit is specific to the Borrower alone and is also dynamic and subject to increase/decrease/cancellation by TVS Credit basis the credit appraisal of the Borrower from time to time at the sole discretion of TVS Credit.
- 4.5. 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 TVS Credit shall not be obligated to refund any fees paid by the Borrower.
- 4.6. TVS Credit will send a Welcome Letter/SMS/e-mail for setting out the InstaCard Programme details and the gist of important terms and conditions applicable for usage of the Loan through the given contact modes/details.

5. OTHER TERMS AND CONDITIONS

- 5.1. The Borrower agrees that the Loan/transaction under this InstaCard Programme shall be considered as a separate loan facility and a new loan account will be created.
- 5.2. The Borrower acknowledges that InstaCard is not a credit card, debit card, prepaid instrument and cannot be construed as a card with a stored value.
- 5.3. The eligibility of Loan Limit, benefits, offers/other additional services offered under the InstaCard Programme shall be at the sole discretion of TVS Credit.
- 5.4. The Borrower shall place the request every time to utilise the Loan from TVS Credit (which shall be subject to the terms and conditions contained herein), under the InstaCard Programme, the Transaction Documents and any other terms and conditions as notified to you on the Platform.

Customer's signature

Signed By:
IP Address:
Reason:
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For TVS Credit Services Limited



Sayeekrishnan L (5000937)
Head - Operations
Authorised Signatory

5.5. On receipt of the request to avail or drawdown the Loan on a transaction being made by the Borrower and post approval by TVS Credit, the Loan amount will be disbursed into the bank account of the Borrower or the bank account of the Merchant, as the case may be upon Valid Confirmation.

5.6. The membership to the InstaCard Programme shall be non-transferable and non-assignable and is valid for Five (5) years from month of issuance as embedded on the face of the Instacard. The Loan shall be valid for use only in India and for the purchase of goods or services in Indian currency only. Also, there shall be restrictions in the usage at certain Merchant locations/establishments/category either permanently or as may be communicated from time to time.

5.7. The Borrower undertakes to always act in good faith in relation to all dealings in relation to the InstaCard Programme and TVS Credit.

5.8. The Borrower agrees that the Loan under the InstaCard Programme is not intended to be used for purchase of prohibited items under the applicable laws of India like lottery tickets, banned or proscribed magazines, participation in sweepstakes, payment for call-back services etc., or transactions dominated in foreign currency.

5.9. TVS Credit shall not be responsible for any failures or errors or malfunctioning of POS or system or terminal during operations or electronic data capture.

5.10. In the event of any breach of the InstaCard Terms by the Borrower, he shall be liable for any loss, directly or indirectly, resulting from such a breach; and liable to pay TVS Credit all the outstanding dues in respect of the Loans, upon demand. The default, if any, committed by the Borrower in respect of his Loan availed from TVS Credit will also constitute breach under the Transaction Documents.

5.11. In the event of any disagreement or dispute between TVS Credit and the Borrower regarding the materiality of any matter including any event, occurrence, circumstance, change, fact, information, document, authorisation, proceeding, act, omission, claims, breach, default or otherwise including use or misuse of the InstaCard Programme facility, the opinion of TVS Credit as to the materiality of any of the foregoing shall be final and binding on the Borrower. The Borrower shall be bound by these InstaCard Terms and policies as stipulated by TVS Credit, from time to time, in this regard.

5.12. For details of Fees/Charges, refer to the Loan Term Sheet and the Key Fact Statement which will be provided by TVS Credit for each Loan request made by the Borrower. These Fees/Charges are subject to changes at the sole discretion of TVS Credit. However, such changes in Fees/Charges may be made only with prospective effect giving prior notice of thirty (30) days to the Borrower. On any kind of misappropriation of the Loan availed, TVS Credit will take any kind of legal action as per applicable law.

5.13. The Borrower agrees and authorises TVS Credit to exchange, share, disclose or part with all the information and details relating to the Borrower's CKYCR, KYC documents, existing loans and/or repayment history to any business entity with whom the TVS Credit has or may have any business tie-up and for the purpose of extending the additional features/value added services offered via TVS Credit in tie-up with the other business entity and accepted by the Borrower.

5.14. The Borrower agrees that in case of failure to pay any EMIs or any other payment on or before the due dates, the Borrower shall appear before the recovery manager of the nearest branch of TVS Credit for remitting the dues and facilitate for recovery of such dues by the staff present in the branch. In case of failure to appear at the branch despite of providing opportunity in two or more successive occasions at the branch, the field staff or any authorised third party shall be at liberty to visit the place of residence or work of the Borrower till all the dues are paid by the Borrower.

5.15. The Borrower agrees that the NACH/mandate given by him in favour of TVS Credit can be used to recover all outstanding due, including fees, penalties, cost and other applicable Fees/Charges in connection with the InstaCard Programme and any Loan availed under the InstaCard Programme by him. Borrower shall forthwith issue fresh NACH/ mandate in favour of TVS Credit, if there is any revision in Repayment Schedule/ EMI.

5.16. The Borrower agrees to the cancellation of the Loan availed from TVS Credit for the purchase of product from the TVS Credit's empaneled online Merchant network as mentioned in 5.17.1 and 5.17.2.

5.16.1. The Loan shall be deemed to be cancelled on canceling the order placed with such online Merchants' only post TVS Credit receiving back fully the Loan disbursed funds from such online Merchants.

5.16.2. The Loan shall not be deemed to be cancelled on canceling the order partially with such online Merchants. Any partial Loan amount received back from the online Merchant to the tune of such partial cancellation shall be accounted in the Borrower's statement of account till such time the balance Loan amount is not completely recovered from the Borrower under monthly EMI's. TVS Credit shall not be liable for any interest loss incurred by the Borrower under any circumstances .

6. FEES, CHARGES AND PREPAYMENT

6.1. You shall make payment of applicable fee and/or charges as specified by TVS Credit with respect to InstaCard, as detailed below, which can also be accessed through TVS Credit website <https://www.tvscredit.com/loans/instacard>. The said fees and/or charges are subject to changes and are non-refundable and non-transferable.

6.2. Under the InstaCard Programme, the below said annual fees shall be debited from the registered bank account from those Borrower, who have not availed any Loan under the InstaCard Programme in the preceding year. The fees charged is non-refundable and non-transferable.

6.3. The Borrower can also opt for the value-added services/features by paying the additional charges as applicable.

6.4. The Borrower has the option to cancel the InstaCard Programme facility by submitting a written request to the Customer Support team. Upon cancellation the customer will no longer be entitled to the use any of the facility under this InstaCard Programme. Such cancellations shall not entitle the customer to claim the refund on the annual fees and/or charges charged prior to the submission of such cancellation request.

Customer's signature

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

For TVS Credit Services Limited

Sayeekrishnan L (5000937)
Head - Operations
Authorised Signatory

Variant	Basic	Standard	Details
InstaCard Programme Fees (One Time)	Rs. 299	Rs. 499	Rs. 699
Features	Mobile Loans	Mobile + Consumer Durable Loans	Mobile + Consumer Durables + Ecom Loans
	Eligible Customers may avail loans for the purchase of mobiles from POS Merchants	Eligible Customers may avail Loans for the purchase of mobiles and consumer durables from POS Merchants	Eligible Customers may avail Loans for the purchase of mobiles and consumer durables from POS & Ecom Merchants.
Instant Bank Transfer fees (One Time)	Rs. 249	Nil	Nil
	One Time Instant Bank Transfer fees shall be levied at the time of first usage if the eligible customer avails the Instant Bank Transfer facility		
Ecom Fees (Per transaction)	Rs. 99	Rs. 99	Nil
	Ecom transaction fees shall be levied for each transaction		
Annualised Rate of Interest for loan: (in% p.a.)	Customer will be charged effective Internal Rate of Return (IRR) ranging between 24% -35% on an annualized basis, as per the interest rate policy.		
Annual Fees	Rs. 117 (Inclusive applicable taxes)		
	Annual fees will only be charged to the respective card holders who have not availed any loan using Instacard in the preceding year. The duration of the preceding year is calculated 12 months from the last years validity month, which is available on the face of the InstaCard. For Example: If the card issued month of the face of the card is 12/2022, then annual fees will be debited in the month of January 2023		
Physical Card Fees (One Time)	Rs. 117 (Inclusive applicable taxes)		
	Customer shall make specific request via Saathi App post logging into the InstaCard homepage. Physical card shall be directly dispatched to the Customer registered address only.		

6.5. The Borrower can, at any time, prepay the Loan without incurring a penalty for the same.

7. EXCLUSION OF LIABILITY

7.1. Without prejudice to the foregoing, TVS Credit shall be under no liability, whatsoever, to the Borrower, in respect of any loss or damage arising, directly or indirectly, out of:

7.1.1. Any defect in any goods or services supplied, including delay in delivery or non-delivery, deficiency in services between the Merchant establishment and Borrower and / or any third party.

7.1.2. Any mis-statement, mis-representation, error or omission in any details disclosed to TVS Credit. In the event of a demand or a claim for settlement of outstanding dues from the Borrower is made, either by TVS Credit or any person acting on behalf of TVS Credit, the Borrower agrees and acknowledges that such demand or claim shall not amount to be an act of defamation or an act prejudicial to or reflecting upon the character of the Borrower, in any manner.

7.1.3. The Borrower expressly accepts that if he fails to pay monies on due date, or which may be declared due prior to the date when it would otherwise have become due, or commits any default under the Transaction Documents, under which the Borrower's is enjoying financial/corporate/other facility, then, TVS Credit shall, at its sole discretion, without prejudice, exercise all or any of its rights as set out in these InstaCard Terms. Any notice concerning payments given by TVS Credit hereunder will be deemed to have been received by the Borrower's within seven (7) days of mailing to the Borrower's mailing address last notified in writing to TVS Credit. Any notice may also be sent by fax or communicated verbally and confirmed in writing by post or fax. TVS Credit shall not be held accountable for delays in receipt of notices.

7.1.4. Any misappropriation/misuse of funds out of this facility, TVS Credit shall not be held liable.

Customer's signature

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

For TVS Credit Services Limited



Sayeekrishnan L (5000937)
Head - Operations
Authorised Signatory

8. EVENT OF DEFAULT AND CONSEQUENCES OF DEFAULT

8.1. An Event of Default shall be deemed to have occurred if:

- 8.1.1. The Borrower commits a breach of any of the terms and conditions contained in this Terms; or
- 8.1.2. The Borrower fails to pay/repay any installments or any other payment on or before the due dates; or
- 8.1.3. The Borrower commits any default under the Transaction Documents or any other contract(s) with TVS Credit or other bank and financial institution; or
- 8.1.4. It is found that the Borrower has made any misrepresentation to TVS Credit; or
- 8.1.5. The Borrower commits an act of insolvency or if the Borrower is declared insolvent or bankrupt or if a liquidator, receiver or an officer is appointed in respect of any property or estate of the Borrower or if the Borrower makes any application for declaring himself to insolvent or if an application for declaring the Borrower to be insolvent is made or any order is passed by the competent court or authority for taking the Borrower into insolvency; or
- 8.1.6. The Borrower or any partner or director of the Borrower ceases to carry on the declared profession/business; or
- 8.1.7. There is any change in the status or constitution of the Borrower and such change is considered by TVS Credit to be a material change; or
- 8.1.8. There exist any circumstances which in the opinion of TVS Credit prejudicially affect or may affect the TVS Credit's interest or the Borrower's ability to repay the Loan.

9. CUSTOMER GRIEVANCE REDRESSAL

9.1. TVS Credit shall be accountable for any inappropriate behavior by its employees or employees of its Service Providers. In the event the Borrower is aggrieved by the behaviour or acts of any employees of its Service Providers then the Borrower may lodge its grievance with:

Grievance Redressal Officer appointed as the Grievance Redressal Officer (GRO) under the Fair Practices Code and digital lending guidelines issued on 02.09.2022 who can be approached by the public for resolution of complaints against the Lender. The Borrower may lodge a complaint by sending an email at gro@tvscredit.com. If the complaint / dispute is not redressed within a period of one month, the customer may appeal to the Officer-in-Charge of the Regional Office of Department of Non-Banking Supervision (DNBS), Reserve Bank of India, Fort Glacis, Rajaji Salai, Chennai 600 001, Tamil Nadu, Tel: 044 25393406, under whose jurisdiction the registered office of the Lender falls. For the benefit of the Borrower, the above information on "grievances" will be displayed at the Lender's branches/places where business is transacted.

9.2. Any disputes with respect to InstaCard Programme facility shall be raised by the Borrower with the Customer Care Center by sending an email to helpdesk@tvscredit.com within seven (7) days from such occurrence. Any dispute raised by the Borrower after 7 (Seven) days from such occurrence shall not be entertained by TVS Credit and the TVS Credit shall not be liable for the same in any manner whatsoever.

9.3. Any customer grievance with respect to OTP based authentication shall be conclusive evidence of the liability incurred by the Borrower. Any charge slip, or other payment requisition, received by bank/Merchants for payment shall be conclusive proof that the charge recorded on such a charge slip or other requisition, was properly incurred by the Borrower, unless the credentials were fraudulently misused, then the burden of proof shall lie on the Borrower. The other payment requisition referred to in this Clause shall include any and all payments pertaining to permissible expenses incurred by a Borrower at a Merchant establishment by use of the Loan which is not recorded as a charge.

10. DISCLOSURES

10.1. The Borrower acknowledges and consents that the information under the InstaCard Programme may be exchanged amongst other banks and financial entities that provide corporate facilities. The acceptance of an application for the InstaCard Programme is based on no adverse reports of the individual's creditworthiness.

10.2. TVS Credit may report to other banks or financial entities of any delinquencies in usage of the InstaCard Programme facility. Based on the receipt of adverse reports (relating to the credit-worthiness of the Borrower or his/her family members), TVS Credit may, after 15 (Fifteen) days' prior notice in writing, cancel the InstaCard Programme facility, where upon the entire outstanding balance on the Loans as well as any further Fees/Charges incurred upon usage of the InstaCard Programme facility, though not yet booked as Loan to the Borrower, shall be immediately payable by the Borrower. The Borrower shall in no event dispute regarding the aforesaid terms.

10.3. TVS Credit will not send any monthly statement pertaining to any transactions made by the Borrower under the InstaCard Programme. The Borrower also confirms that all the details given in the Application Form shall be true, correct and accurate and if there are any changes in the given details, he will inform TVS Credit within a reasonable time period. TVS Credit disclaims all liability in case of incorrect details resulting in any loss or liability for the Borrower.

11. TERMINATION AND CONSEQUENCES OF TERMINATION

11.1. TVS Credit in its sole discretion may terminate the Loan offered to the Borrower through the InstaCard Programme:

- 11.1.1. In the Event of Default as mentioned under Clause 8 above.
- 11.1.2. In the event the Borrower is declared insolvent or upon the death of the Borrower.
- 11.1.3. In the event of the Borrower committing breach of any of the InstaCard Terms.
- 11.1.4. In the event of any restriction imposed on the Borrower by an order of a competent court or order issued by any regulator or statutory authority in India or any investigating agency.
- 11.1.5. In the event the InstaCard Programme becomes illegal under the applicable laws, rules, guidelines or circular; or
- 11.1.6. In the event the InstaCard Programme is terminated
- 11.1.7. In the event of the Borrower defaults on any loan repayments or fails to maintain a clear repayment history with TVS Credit or any of the other financier's post availing the InstaCard

12. PRIVACY POLICY

12.1. I/We, have read and understood the privacy policy as made available on the website of TVS Credit: <https://www.tvscredit.com> ("Privacy Policy"). By registering here, I agree to TVS Credit Terms and Conditions as specified under Annexure 1 to these Terms.

12.2. I authorise TVS Credit to share our personal data with third parties for purposes listed in the Privacy Policy. I authorise TVS Credit, its group companies, or its representatives to contact me via call, SMS, e-mail and any other modes of communication for marketing purposes.

Customer's signature

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

For TVS Credit Services Limited

Sayeekrishnan L (5000937)
Head - Operations
Authorised Signatory