

Gold Loan Standard Terms and Conditions

1. Permissible items for pledging

1.1. TVS Credit shall have the sole and absolute discretion to accept or reject gold Jewellery/Ornament(s) proposed to be pledged by the Borrower as security for the Loan.

2. Valuation of the items to be pledged

2.1. TVS Credit shall perform the appraisal of the Gold Jewellery/Ornament(s) by conducting valuation of the Gold Jewellery/Ornament(s) as per the methods prescribed in its internal policy. TVS Credit shall consider only the Gold component in such Gold Jewellery/Ornament(s) for the purpose of determining the net weight and value, and, shall disregard the value and weight of stone, diamond, pearl, coral, or, any other stone, or, foreign material, other than the Gold contained or is forming part of the Ornament, irrespective of its value, embedded in the Gold Jewellery/Ornament(s) at all times.

2.2. TVS Credit shall make additional purity deduction based on the stone's weight percentage of the gross weight of the Gold Jewellery/Ornament(s) and calculate it in the following manner:

% of Stone's weight	Additional purity deduction
Up to 5%	Nil
5% to 10%	1%
10% to 25%	5%
25% to 50%	12%
50% above	Not accepted

2.3. TVS Credit shall determine the value of the Gold Jewellery/Ornament(s) basis the intrinsic value (without taking into account any cost elements added to the Gold Jewellery/Ornament(s)) of the Gold Jewellery/Ornament(s) in accordance with the valuation methodology prescribed by TVS Credit in its internal policy.

2.4. TVS Credit will provide a certificate ("Valuation Certificate") to the Borrower in its Sanction cum Pledge Card, stating the value of the Gold Jewellery/Ornament(s) including its state of purity (in terms of carats) and the weight (gross weight). Such value of the Gold Jewellery/Ornament(s) shall be maintained in TVS Credit's record and shall be conclusive and binding upon the Borrower.

2.5. In the event the borrower enters the premises of TVS Credit with stolen Gold or if TVS Credit subsequently discovers that the Borrower is not the absolute owner with the rightful title of the Gold Jewellery/Ornament(s), TVS Credit reserves the right to initiate appropriate investigation/criminal action as deemed fit. The Borrower shall be solely liable for all costs incurred by TVS Credit on account of the foregoing.

3. Loan Amount and Tenure

3.1. TVS Credit shall grant a Loan of not less than an amount specified in its internal policy from time to time and subject to compliance with adequate customer due diligence requirements of TVS Credit in accordance with the applicable laws and its internal policies.

3.2. The tenure of the Loan shall be as specified in the Sanction cum Pledge Card.

3.3. Interest rate and charges applicable on the Loan will be based on the principal amount of the Loan, tenure, the Gold proposed to be pledged as security, and other factors including risk parameters, market conditions, cost of funds, Loan history with TVS Credit, 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 TVS Credit for the purpose of credit evaluation.

4. Nominee

4.1. In the event of the death of the Borrower, TVS Credit shall release the Gold Jewellery/Ornament(s) pledged and kept in its custody to the nominee appointed by the Borrower upon the full repayment of the outstanding amount, including, all charges and fees, if any. TVS Credit shall verify the identity of the nominee through the collection and verification of the nominee's KYC details prior to releasing the Gold Jewellery/Ornament(s) pledged by the Borrower.

5. Additional Declarations

I declare, warrant, represent, acknowledge, and confirm the following:

5.1. I am over the age of 18 (eighteen) years and under 65 (sixty-five) years, and, am capable of understanding, the Standard Terms and Conditions detailed herein, and, entering into an enforceable contract with TVS Credit as per the applicable laws.

5.2. I am a citizen and a permanent resident of India, and subject to the tax regime of India.

5.3. I am of a sound mind and competent to contract as per the applicable laws.

5.4. I am not a jeweller, pawnbroker, a re-pledgor, or conduct any business of Gold Ornament(s).

5.5. I authorise TVS Credit to verify/authenticate my KYC using officially valid documents/ masked Aadhaar number/Loan documents, during the processing of my Gold Loan Application Form, through third-party agencies, digitally or physically, as may be deemed necessary by TVS Credit. I further authorise TVS Credit to share my Aadhaar related details/information with regulatory/statutory bodies as and when may be required.

5.6. I hereby consent to receiving information from Central KYC registry through SMS/email on the phone number/email address respectively, provided by me in the Gold Loan Application Form.

5.7. The details provided by me in the Declaration Form (as provided in the Annexure I herein) are true, updated and accurate and my title to the Gold Jewellery/Ornament(s) deposited/to be deposited by me as security is not defective/stolen/challenged by any person in any manner and no other person has any claim, lien or charge against it.

5.8. I provide my unconditional consent to TVS Credit to conduct all the tests for the purpose of valuation of my Gold Ornament(s), whether or not in my presence, or to conduct an investigation to determine the ownership of the Gold Jewellery/Ornament(s) in the manner prescribed by TVS Credit from time to time.

5.9. I would be solely responsible for any discrepancy in the purity/weight of the Gold Jewellery/Ornament(s).

5.10. I will not dispute the value ascribed to the Gold Jewellery/Ornament(s) proposed to be pledged in the Valuation Certificate in any manner and at any point in time.

5.11. I agree that TVS Credit shall determine the amount of Loan to be sanctioned to me on the basis of the methods of valuation as specified in the internal policy of TVS Credit and subject to the applicable law including the RBI Master Directions, as amended and modified from time to time (including but not limited to the Loan to value ratio).

5.12. The Gold Jewellery/Ornament(s) proposed to be pledged by me are not spurious or of inferior quality as it has been acquired (purchased/gifted to/inherited) by me from genuine sources and is my bonafide property.

5.13. I declare that I will not utilise the Loan amount 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 Kisaan Vikas Patra & National Savings Certificate); 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. In the event the Loan amount is utilised by me for any of the above mentioned purposes, TVS Credit shall at its sole discretion be entitled to terminate the Loan, seek repayment of all outstanding amounts in connection with the Loan, enforce the pledge over the Gold, and/or take appropriate action to initiate legal action against me under applicable law.

5.14. I will notify and seek permission from TVS Credit prior to leaving the territory of India.

5.15. The details provided by me of my nominee are true and correct.

5.16. I consent / to receiving services for marketing purposes through telephone/mobile/SMS/emails by TVS Credit/its agent.

5.17. I agree and acknowledge that only direct telephone number information (not board /general telephone numbers of offices/corporates/employers) will be accepted for the registration of "Do Not Call". I am aware that post registration, I may receive a call from TVS Credit to verify the corrections of the request for registration.

5.18. I authorise TVS Credit to disclose, from time to time any information relating to my Loan against Gold Jewellery/Ornament(s) relationship to any parent, subsidiary, affiliate, and associate of TVS Credit, and to third parties engaged by TVS Credit, for purposes such as, marketing of services.

5.19. I understand that TVS Credit shall at its sole discretion grant the Loan to me and the decision of TVS Credit shall be binding, conclusive and acceptable to me.

5.20. If granted the Loan, I will comply with all terms of the Terms and Conditions applicable to the Loan.

5.21. All the particulars and information and details given /filled in this application form are accurate, complete, and up to date in all respects and I have not withheld any information whatsoever. All annexures to this application form if and whenever executed by me are deemed to be an integral part of this application form.

5.22. All the details provided by me in the application form are true and correct and I acknowledge that TVS Credit shall have no liability for any consequences arising out of any erroneous details provided by me.

5.23. I declare that this Application Form and the Sanction cum Pledge Card provided to me are in vernacular language / language understandable to me and I confirm that I have read and understood these Gold Loan Standard Terms and Conditions.

5.24. I hereby declare that I am not a director or related by blood to any of the director of TVS Credit.

5.25. I hereby declare that TVS credit directors or relatives are not interested as a partner or as a major shareholder or director or manager/employee or guarantor in my firm/company.

5.26. I hereby declare that I am not a senior officer(s) (i.e. all members of management one level below the executive directors, including the functional heads).