## Standard Terms and Conditions - Gold Loan

**L&T Finance Limited** (formerly known as L&T Finance Holdings Limited), a non-banking financial company registered with the Reserve Bank of India and having its registered and corporate office at Brindavan, Plot No. 177, C.S.T Road, Kalina, Santacruz (East), Mumbai, Maharashtra, India, 400098 (hereinafter referred to as the "**Lender**"), which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and assigns), has agreed to grant a loan facility against gold jewellery/ornaments to the individual availing the loan (hereinafter referred to as the "**Borrower**"), on the terms and conditions set forth herein and in the loan application, gold deposit receipt, sanction letter, loan agreement, key fact statement and other documents executed in connection with the Loan:

**AND WHEREAS**, the Borrower has approached the Lender for availing such loan facility and has agreed to pledge gold jewellery/ornaments as security for the same;

**NOW THEREFORE**, these terms and conditions shall govern the relationship between the Borrower and the Lender in respect of the Loan.

## **Terms and Conditions:**

- 1. The Lender has agreed to make available to the Borrower, the loan against gold jewellery/ornaments ("Loan"), to the extent of the amount mentioned in the application form and/or in the digital online journey and approved by the Lender (the "Loan Amount"), on the terms and conditions contained in the application form, these Standard Terms and Conditions, the gold deposit receipt, loan agreement, sanction letter/key facts statement and all other documents/communications pertaining to the Loan executed by the Borrower from time to time either physically, electronically.
- 2. The Borrower undertakes and confirms that he shall create an exclusive charge by way of pledge on gold ornaments/jewellery (hereinafter referred to as "the Security"). The charge shall be created and perfected upon deposit of the Security with the Lender, as evidenced by the acknowledgement of the gold deposit receipt issued by the Lender. The charge created by the Borrower over the Security in terms of loan agreement shall stand as Security for the payment of entire Loan Amount together with applicable interest and all other charges, costs, legal costs due and payable by the Borrower to the Lender as per the terms of the loan agreement (hereinafter "Outstanding Dues").
- 3. The Borrower is aware and acknowledges that the Loan Amount has been arrived at on the basis of the valuation of the Security done by the appraiser appointed by the Lender as set out in the gold deposit receipt. The valuation of the Security as mentioned in the gold deposit receipt, is only an assessment done by the Lender to determine its collateral value and the Lender shall not be held accountable with respect to the purity and/or authenticity of the Security and the valuation done by the Lender shall be final and binding on the Borrower.
- 4. The Loan is repayable by way of bullet repayment, at the rate of interest as specified in the sanction letter upon the expiry of the tenure of the Loan, together with the then Outstanding Dues to the Lender.
- 5. The Borrower hereby expressly consents and authorizes the Lender to collect, store, process, share, or transfer the Borrower's personal information including but not limited to KYC documents, biometric data (if any), contact details, and financial information, in accordance with the applicable data privacy laws and Lender's internal policies, including for the purposes of credit appraisal, risk analysis, and compliance with legal/regulatory obligations. The Borrower also consents to receive transactional and service-related communications (including updates, promotional offers, surveys, and service announcements) via SMS, phone calls, e-mails, WhatsApp or other permitted digital means, even if registered under DND/NCPR lists.
- 6. The Borrower consents that any feedback, reviews, testimonials, or social media posts shared publicly or submitted voluntarily in connection with their loan experience may be used by the

Lender without compensation, for marketing, promotional, or training purposes in any medium including digital platforms, websites, and advertisements, subject to anonymization unless specifically permitted.

- 7. The Lender may use the Borrower's anonymized data for targeted marketing campaigns, cross-sell offers, and improving user experiences. The Borrower may opt out of receiving non-essential promotional communications by formally requesting the same through the Lender's customer service help desk. However, this shall not affect receipt of transactional or legally mandated communication related to the Loan.
- 8. All intellectual property rights in any content, software, branding, communication material, documentation, and any other materials provided by the Lender to the Borrower, whether in digital, printed, verbal form, shall remain the sole and exclusive property of the Lender.
- 9. Nothing contained in this document or in the loan transaction shall be construed as granting any license or rights to the Borrower to use such intellectual property, unless explicitly authorized in writing by the Lender.
- 10. In the event that the Borrower voluntarily participates in any marketing campaign, testimonial, promotional event, or social media activity organized or facilitated by the Lender, the Borrower expressly agrees that all content generated, including photographs, audio/videos, written statements, or any other material ("Promotional Content"), shall be the exclusive content of the Lender. The Lender shall have the unrestricted right to use, reproduce, edit, publish, distribute such Promotional Content, in whole or in part, in any format or media for any lawful promotional, marketing or training purposes, without any obligation to the Borrower. The Borrower shall have the right to use the media as per the agreed terms of such campaign, testimonial, promotional event or social media campaign.
- 11. The Lender shall not be liable for any loss, damage, costs, claims, or expenses incurred by the Borrower arising directly or indirectly out of (a) fluctuation in the value or purity of the pledged Security; (b) delay or failure in performance due to any force majeure event including but not limited to act of God, government restrictions, natural calamities, war, or, pandemics; (c) any inaccuracy in the valuation conducted by an external appraiser; (d) disclosure or processing of Borrower's data in compliance with applicable laws; or (e) any technical or operational issue beyond the reasonable control of the Lender. The liability of the Lender, if any, shall be limited only to the extent of gross negligence or willful misconduct attributable solely to the Lender, and in any case, shall not exceed the Outstanding Dues at the relevant time.
- 12. The Borrower may prepay part of the Outstanding Dues at any time during tenure of the Loan. Upon such a prepayment, the Borrower shall be eligible for Interest Rebate as per slabs provided under Interest Rebate Structure. If the Borrower forecloses the Loan within 15 (fifteen) days or on the 15th day of the disbursement, applicable Interest Rebate shall be reduced by 1 percent.
- 13. The Borrower shall use the Loan Amount only for the Purpose set out herein and not for any other purpose including investing in the capital market or for any speculative purposes, fraudulent/ unlawful purposes and/or antisocial purposes. The Lender shall have the right to recall the Loan if the funds are used for purchase of gold in any form including primary gold, gold bullion, gold jewellery, gold coins, units of Exchange Traded Funds (ETF), units of gold mutual funds or any speculative, unlawful and/or antisocial purposes and/or for any other reasons deemed inappropriate by the Lender.
- 14. The Borrower understands and agrees that the aggregate amount outstanding in the Loan account shall not be more than 75% (or such other percentage as stipulated by the Lender/Reserve Bank of India (RBI) from time to time) of the value of the pledged Security at all times ("Prescribed LTV/Margin"). The Borrower further agrees and undertakes to maintain the Prescribed LTV at all times during the Tenure of the Loan and in the event there is a shortfall in the Prescribed LTV as

may be intimated by the Lender, the Borrower hereby further agrees and undertakes to provide additional security and/or prepay the Outstanding Dues within 15 (Fifteen) days from the notice ("Margin Call Notice") sent by the Lender to the Borrower via SMS/ E-mail/ letter and the Borrower shall promptly, upon such demand, comply with the instructions so issued by the Lender. The Borrower understands and agrees that any non-compliance by the Borrower of any instructions issued by the Lender under this clause shall be treated as an Event of Default.

- 15. The Borrower agrees and consents that the Lender shall be entitled to conduct investigation, inspection and/or audit of/in connection with the quality, purity, value of Security (hereinafter referred to as, "Audit") in the manner deemed fit by Lender, without notice to the Borrower and without the Borrower's presence, including by opening packets and seals in which Security is held/kept with the Lender, at any time during the currency of the Loan.
- 16. These terms and conditions shall be governed by and construed in accordance with the laws of India. The Borrower agrees that any legal action or proceedings arising out of or in connection with the Loan or these terms and conditions shall be subject to the exclusive jurisdiction of the competent courts at Mumbai.
- 17. The Borrower acknowledges and accepts that the charges as mentioned in the Key Facts Statement shall be payable by the Borrower towards the Loan. The charges as applicable to the Borrower from time to time, shall be available on the website of the Lender i.e., www.ltfinance.com under the head of "Schedule of Charges" (<a href="https://bit.ly/Updated SOC">https://bit.ly/Updated SOC</a>).
- 18. This is the Data privacy Policy of the Lender. For more information, kindly refer to the link provided <a href="https://www.ltfinance.com/docs/default-source/default-document-library/data-privacy-policy.pdf?sfvrsn=729aba031">https://www.ltfinance.com/docs/default-source/default-document-library/data-privacy-policy.pdf?sfvrsn=729aba031</a>
- 19. To get information on the Interest rate model and gradation of risk, click <a href="https://bit.ly/LTF">https://bit.ly/LTF</a> InterestRateModel
- 20. For any service-related requirement, you may reach out to our dedicated customer service help desk at 1800-268-0000 or <a href="mailto:customercare@ltfs.com">customercare@ltfs.com</a>.