

This Most Important Terms and Conditions (MITC) provides an upfront summary of the most important terms of the financial product or service that you avail from the Bank. Your Facility will be governed by the Loan Agreement.

#### I. SCOPE AND PURPOSE OF THE LOAN

Gold loans are granted against Gold and Gold Ornaments for the purpose of personal use/Business/Agriculture/Agri Allied activities ("Facility"/ "Gold Loan"). Gold Loan is offered only to Individual Indian Residents.

#### II. INTEREST

The Borrower(s) will be required to pay interest on the Facility as stipulated in the Standard Terms And Conditions For Facilities Against Gold And Gold Ornaments ("Standard terms") and Transaction Documents (the Transaction Documents and Standard Terms shall be jointly referred to as "Loan Agreement") that will be executed between the Borrower(s) and the DBS Bank. Interest on the outstanding amounts under the Facility or other charges, when debited to the relevant Account by DBS Bank shall be calculated on the daily debit balance in such Account. Interest and all other charges shall accrue from day to day and shall be computed on actual number of days elapsed. Penal Charges, additional charges (as payable in accordance with the terms of the Loan Agreement will be required to be paid by the Borrower additionally, that is to say, the same would not be covered as part of the EMLs.

#### III. RATE OF INTEREST/TYPE OF INTEREST AND CHANGE IN RATE OF INTEREST

The Rate of Interest is the rate at which the DBS Bank will compute and apply interest on the Loan. Rate of Interest may be of 2 types: Fixed Rate of Interest & Floating Rate of Interest.

**Fixed Rate of Interest** – The rate of interest as mentioned in the Loan Agreement

**Floating Rate of Interest** – This is linked to the RBI Policy Repo Rate which is subject to change from time to time. Any change in the RBI Policy Repo Rate will result in a change in the Rate of Interest applicable to the Loan. Such changes will be notified to the Borrower and will apply from the date of change. The standard reset date for the Floating Rate of Interest (unless otherwise informed by the DBS Bank to the Borrower) is the 7th day of each quarter (i.e. 7th January 7th April 7th July, 7th October) or 7th day of the subsequent month in which the RBI Policy Repo Rate is changed.

#### IV. FEES AND CHARGES APPLICABLE

List of Fees and charges is available in the Schedule of Charges and also made available at <<<Link of website to be added>>>. Changes will be updated from time to time. The borrower has to indemnify DBS Bank against all claims and losses resulting from Borrower's actions or defaults under the Loan Agreement.

#### V. PENAL CHARGES

In case any dues remain unpaid on the respective Due Dates or in case of breach of applicable LTV ratio/margin ("Material Breach") or any other charges and

amount as per terms of the Loan Agreement, the Borrower agrees to pay to the DBS Bank Penal Charges, which will be computed from the date of Material Breach till cure of the Material Breach. Such Penal Charges shall be over and above the applicable charges, interest mentioned in the Loan Agreement.

#### VI. CONDITIONS FOR DISBURSEMENT

DBS Bank may disburse the Facility (or any part thereof), at its discretion, subject to fulfilment of certain conditions precedent as more particularly mentioned in the Loan Agreement, a few of which are stated below: -

- The Facility amount sanctioned to the Borrower shall be subject to the value of the gold and gold ornaments provided as Security and the security margin specified by DBS Bank, from time to time. Subject to the terms and conditions of the Loan Agreement.
- The Borrower must fulfill the DBS Bank's requirement of creditworthiness.
- The Borrower must have saving account in DBS Bank and loan sanctioned will be credited to the DBS bank saving account.
- The Borrower(s) must have executed all necessary Transaction documents and Loan Agreement
- No 'Events of Default' (as fully described under Clause VI of the Standard Terms) should have happened, which includes but is not limited to giving of misleading information to the DBS Bank, the Borrower being declared insolvent, and default in duly performing obligation under any other loan or facility availed of from the DBS Bank by the Borrower.

#### VII. REPAYMENT

The Borrower will repay the principal/Loan together with the interest calculated on the principal balance by way of Bullet Repayment or Monthly Interest or shall pay/repay the Borrower's Dues, without any deductions, for or on account of any taxes whatsoever, in the manner, at the rates and on the Due Dates specified in the Loan Agreement, If not demanded earlier by the DBS Bank in accordance with the terms of the Loan Agreement, as stipulated in the Repayment Schedule or as may otherwise be communicated by the DBS Bank to the Borrower from time to time.

For Facility with Floating Interest Rate, interest rates are subject to change as per RBI guidelines. Interest on the outstanding amounts under the Facility or other charges, when debited to the relevant Account by DBS Bank shall be calculated on the daily debit balance in such Account.

Repayment must be made via standing instructions, ECS/NACH mandate, or post-dated checks as acceptable to DBS Bank. Failure to maintain sufficient funds, cancel payments, or alter payment instructions without prior written consent from DBS Bank constitutes a default, triggering consequences outlined in the Loan Agreement and potentially criminal remedies.

### VIII. PREPAYMENT AND FORECLOSURE

The Borrower may, with the prior approval of DBS Bank, prepay the Borrower's Dues, in full or in part, subject to such terms as may be stipulated by DBS Bank (including payment of pre-payment charges).

However, no prepayment/foreclosure charges will be charged on loans where the interest rate is floating/ fixed, and foreclosure is made after the fixed period (during which the fixed interest rate applies), where after the floating/Fixed interest rate becomes applicable.

### IX. SECURITY

The Facility Amount, together with interest, charges, costs, Penal Charges, additional interest, further interest, expenses and other obligations of the Borrower under the Loan Agreement and other financing documents will be secured by the Gold/ Gold jewels/ Gold Ornaments deposited with the DBS Bank.

### X. EVENT(S) OF DEFAULT

1. Event(s) of Default in terms of the Loan Agreement include inter alia the following: a) Default or Breach of Loan Agreement: Default in payment, breach of any loan agreement provision, or any fraud, misrepresentation, or concealment of material facts b) Borrower's Financial Distress: Death, business failure, insolvency of the borrower, or reasonable apprehension of insolvency/bankruptcy proceedings. c) Defective or Questionable Assets: Defects in the borrower's title to the assets, challenges to ownership, or assets found to be spurious or of inferior quality. d) Wilful Default or Insolvency Proceedings: Declaration of the borrower as a wilful defaulter or initiation of insolvency/bankruptcy proceedings against the borrower. e) Legal Impairment or Inability to Pay: Actions making it unlawful for the borrower to perform obligations, or the borrower's admitted inability to pay debts when due. f) Events of Default under Other Agreements: Occurrence of an event of default (or events that could constitute one) under any agreement with DBS Bank, or events that could materially adversely affect DBS Bank. g) Market Price Decline of Gold Jewels: Reduction in the value of the gold jewels due to market price changes. h) Legal Action Against Borrower: Statutory notices for attachment, distress, execution, or arrest of the borrower on charges of theft or robbery. i) Erroneous Valuation of Gold Jewels: Erroneous valuation due to collusion between the gold appraiser and the borrower or their related persons.

2. The Borrower shall promptly notify DBS Bank in writing upon becoming aware of any Event of default and the steps, if any, being taken to remedy it. The decision of DBS Bank as to whether or not an Event of Default has occurred shall be final and binding upon the Borrower.

### XI. CROSSDEFAULT AND CROSS COLLATERALIZATION

If the Borrower(s) defaults on any other credit/ facility agreement or arrangement with DBS Bank and/or its successors-in-interest or with any of the affiliates or DBS Group companies (collectively "DBS Group"), the same shall be deemed to be an Event of Default in terms of the Loan Agreement and the consequences thereof as set out in the Loan Agreement and other financing documents will follow.

### XII. REPORTING

As per the relevant Reserve Bank of India guidelines, the DBS Bank will provide credit information relating to any Borrower who has availed of a Loan, to the Credit Information Company or any other licensed bureau on a monthly/periodic basis.

The Borrower(s) should ensure that timely payment of all amounts due/payable in respect of the Loan are duly paid on time to inter alia avoid any adverse credit history with Credit Information Company.

### XIII. CHANGE IN ADDRESS OR OTHER DETAILS

The Borrower must notify the DBS Bank regarding any change in residential address, or any other information supplied to the DBS Bank in relation to the Loan. The DBS Bank must be immediately intimated of such changes.

### XIV. CUSTOMER SERVICE

For any service-related issue, customers can get in touch with the DBS Bank by:

- (i) Calling Customer Care numbers provided on our official website. (ii) Visiting a DBS Bank branch. (iii) Placing a request online by logging onto our official website: [www.dbsbank.com/in](http://www.dbsbank.com/in).

### XV. CUSTOMER GRIEVANCE REDRESSAL PROCEDURE

If there are instances where the customer is not satisfied with the services provided by the DBS Bank, to highlight such instances and/or register a complaint, the customer may refer to the grievance redressal policy displayed on our official website.

### XVI. BCSBI Code

DBS Bank is a member of the Banking Codes & Standards Board of India (BCSBI). Please visit the homepage of our website [www.dbsbank.com/in](http://www.dbsbank.com/in) to view the BCSBI code.

### XVII. DISCLAIMER

The terms and conditions set out herein are only an abridged form of the terms and conditions applicable to the Facility availed/proposed to be availed of by the Borrower from DBS Bank and do not contain the full provisions of the Loan Agreement. Capitalized terms used herein shall have the meaning as specified in the Loan Agreement. The Borrower must carefully read and understand the full Loan Agreement before signing, as it is legally binding and takes precedence over this MITC.