

Terms & Conditions for applying through ICICI Securities Limited for Fixed Deposit of Shriram Finance Limited

I understand that ICICI Securities Limited (I-Sec) allows me to apply for the placement of Fixed Deposits with Shriram Finance Limited through the website www.icicidirect.com on the terms and conditions specified below.

By making an application for placement of a Fixed deposit, I explicitly agree to be bound by the Terms and Conditions mentioned herein below (in addition to the other terms and conditions, not contrary to those mentioned herein below, as stated on www.icicidirect.com).

I understand and agree that I-Sec reserves all rights to change, modify or alter these terms and conditions at any point of time with or without notice.

Pursuant to I being the client of I-Sec and the Power of Attorney executed by me in favour of I-Sec with respect to the same, and the applicable rights and obligations & the terms and conditions thereof, I instruct I-Sec (through the Website www.icicidirect.com) to make an application for placement of a Fixed deposit (hereinafter referred to as "FD Application") with Shriram Finance Limited (herein after referred to as Company) subject to the following terms and conditions:

1. Eligibility

I hereby agree that only customers of I-Sec who are registered with it for online trading & investment transactions and who are in the category of Resident Indians Individuals are allowed to make an application for placement of an FD with the company through I-Sec. Other categories of registered customers of I-Sec. may be allowed to apply for the issue through I-Sec only at the sole discretion of I-Sec.

I understand that the FD receipt will be in the name of the First Applicant in whose name the trading account was opened with I-Sec. I/we hereby understand and agree that:

I/ We understand that order placement will be allowed only if there is CKYC no. and address is as per CKYC records.

Proof of address should be as per "Officially Valid Document" (OVD). OVD shall include passport, the driving licence, proof of possession of Aadhaar number, the Voter's Identity Card issued by the Election Commission of India, job card issued by NREGA duly signed by an officer of the State Government and letter issued by the National Population Register containing details of name and address.

I / We understand that in case I/ we have not submitted Power of Attorney, then at the time of application of FD, I/ we would be directed to NSDL website for e-sign. Application would be accepted only if e-sign is completed.

- I-Sec shall in its capacity as a broker only make the FD application as instructed by me I understand that such application by I-Sec does not constitute any obligation on it with respect to providing me with Fixed Deposit Receipt / Renewal/ Payment of my Deposits, interest payable thereon, request for change of address or matters incidental thereto.
- Important Note: The actual compounding in case of Shriram Finance FD is at Monthly rest. However, the Interest rates shown on ICICIdirect.com website is yearly interest rates in case of cumulative scheme. This is to make the same fairly comparable with other available online issuers.

There is no difference in the maturity value & effective yield due to such representation.

- Notwithstanding the above, I cannot renew / prematurely withdraw or request for repayment of my Fixed Deposit through I-Sec
- I-Sec is in no way connected with the repayment of my fixed deposit, application for which has been made through www.icicidirect.com.
- All obligations arising after my/our FD application is accepted by the Registrar to the Fixed Deposit Scheme (Registrar) shall be governed by the Terms and Conditions of the Scheme and in particular the company / concerned Registrar will be my single point of contact for all queries/actionables arising subsequent to its successful processing by I-Sec.

I/we hereby understand and agree that the Company reserves the right to accept or reject any Application in whole or in part and without assigning any reason thereof.

I hereby agree that I-Sec shall not be held responsible for non-issue of Fixed Deposit to me, for any reason whatsoever. I-Sec shall not be held responsible in case due to some reason the application could not be sent to the Registrar.

I agree that the aforesaid Power of Attorney executed by me in favour of I-Sec and the instructions provided by me/us shall be treated as extending to making of the application on my behalf, and further that I-Sec may furnish a certified copy of the Power of Attorney / scanned copy of my signature, KYC and other documents on my/our behalf to the Company/Registrar/Regulator or any third party.

2. Undertaking

I hereby confirm that I have read and understood the Fixed Deposit application form and Terms and Conditions of the Fixed Deposit Scheme (appended as Annexure 1 herein below) and voluntarily instruct I-Sec to make the above Fixed deposit application on my behalf. I hereby authorize I-Sec to do all such acts, deeds and things, as may be necessary for or incidental to make the above FD Application.

I hereby agree that I will abide by all the terms and conditions of the Fixed Deposit Scheme of the company.

3. Payment for Application

I understand and agree that I may pay for the FD Application(s) made by me through www.icicidirect.com by using limits in my trading/ Investment account created by transferring funds from bank accounts mapped to my trading/ Investment account through Payment Gateway Facility or by instructing I-Sec to direct ICICI Bank Limited to debit my linked ICICI Bank account with the full amount of the FD Application(s).

4. Tax implications of Fixed Deposit Application

I hereby confirm that I have read and understood the Terms and Conditions of the Company appended with the FD Application regarding the implications of my investment in Fixed deposit and interest accruing there from under the Income Tax Act, 1961.

I understand that although Form(s) No. 15G/15H as prescribed under the Income Tax Act, 1961 have been made available on the website www.icicidirect.com I-Sec is under no responsibility whatsoever to furnish the said forms to the concerned authorities upon filling the FD application or to make available to me, the Tax Deduction Certificate on interest accruing to me on the fixed deposit made by me.

I hereby agree that I-Sec shall not be liable for any loss that may arise from insufficient limits in my trading/ Investment account or insufficient balance in my linked ICICI bank account or due to bank holiday or failure/inability on the part of the bank to make available the requisite funds for any reason whatsoever.

5. Rate of Interest

I hereby agree that interest on my FD application shall be computed by the company as per the Scheme selected by me and will commence from the due date as recorded on the FD receipt.

I hereby agree that it is solely my responsibility to communicate to I-Sec about my / any of my joint holder(s) being a senior citizen/ employee of the Company or its subsidiary/ shareholder of the company in order to avail additional interest as specified by the company in the Terms and Conditions appended to the FD application form.

6. Holding in "Any One or Survivor" Mode

I/We understand and agree that the application for Fixed Deposits with Shriram Finance Company Limited made by the First Applicant in joint mode shall be made only under "Any One or Survivor" Mode;

7. No liability for third party acts

I hereby agree that Fixed Deposit receipt will be issued to me/ by the Company. I-Sec shall not be responsible for non receipt/ delayed receipt of Fixed Deposit receipt. With effect from May 01, 2014

customers who apply for Shriram FD online, an e-FDR will be mailed to all customers by Shriram Finance Limited on their email id registered with ICICIdirect.com. No physical FD receipt will be sent.

8. Nomination

I hereby agree that I-Sec, enables me to make a nomination along with my/our FD application. However, any change in my nomination details have to be communicated by me to the company and I-Sec will not be responsible for recording any change in my nomination details

I/We understand that I/we would have to again provide nomination details afresh at the time of FD renewal since nominee details as per earlier FD will not be automatically mapped to the new FD. If I/we do not provide nominee details at the time of FD renewal, no nominee would be registered in the FD even if nomination details were provided for the earlier FD. In case of any change made by me/us in nominee at the time of renewal or anytime after investing in the FD, I understand only the new nominee/s as per the latest nomination submission would be entitled to all the rights in FD and earlier nominee will not be entitled for any rights against the FD.

9. Communication from I-Sec

I hereby agree that I-Sec may in its discretion send any document that is obligatory to be sent to the applicant, by means of an electronic communication, with the possible exception of graphic insertions such as photographs or logotypes. This electronic communication may be in the form of e-mail, an e-mail attachment or in the form of download or display available on www.icicidirect.com. Every document so sent shall contain all such information as is mandated by the concerned statutory and/or regulatory authority. I-Sec would be deemed to have fulfilled its legal obligation to deliver a document to the applicant, if it is sent by the electronic mode.

10. Force Majeure

I hereby agree that I-Sec shall not be responsible if the performance of their obligations is prevented, hindered or delayed by a Force Majeure event (defined below). "Force Majeure Event" means any event due to any cause beyond the reasonable control of I-Sec, including, without limitation, unavailability of any communication system including failure of internet links, Exchange links, sabotage, fire, flood, explosion, earthquake, acts of God, civil commotion, strikes or industrial action of any kind, riots, insurrection, war, or acts of government/regulatory bodies.

11. Indemnity

I hereby agree that in the event of my death or insolvency or otherwise I becoming incapable of receiving and paying for the FD applied for, I-Sec may close out the transaction and I or my legal representative shall be liable for any loss, costs which may arise there from.

I agree to indemnify and hold I-Sec and ICICI BANK Limited and their affiliates and associates, harmless against any loss (actual or notional), costs, expenses etc., which may be suffered by I-Sec.

or ICICI BANK Limited or against any claim, demand, action, proceeding that may be initiated against either I-Sec or ICICI BANK Limited which is in any way the result of my instruction to I-Sec to make an application for placement of the FD, for and on my behalf, for the Scheme including but not limited to any improper use of the web banking, power of attorney, electronic communication, application, digital signatures, user ID and password.

I have read and accepted the above terms & conditions and hereby agree to apply for placement of an FD through I-Sec.

TERMS AND CONDITIONS FOR APPLICATIONS MADE IN JOINT HOLDING MODE:

I have registered with I-Sec for the facility of making investments in Third Party Products in joint holding mode, and assert and agree as follows:

1. The joint holder(s) in my investment account have duly appointed me as their lawful attorney to do, execute and perform or cause to be done, executed and performed, all acts, deeds and things or any of them for and on their behalf:

a) To make applications for Fixed Deposits with on behalf of the joint holder(s), jointly with myself and to do all things necessary for and incidental to the same on behalf of the joint holder(s) through I-Sec;

b) Generally to act in relation to the Fixed Deposit held jointly with the joint holders as fully and effectually in all respects as the joint holder(s) themselves could do, including placing withdrawal / redemption/ renewal instructions;

c) To accept either in writing or through electronic mail/ media, on behalf of the joint holder(s), the various terms and conditions pertaining to placement of Fixed Deposits;

d) To add joint holder(s) name in the Fixed Deposit Application, as a joint holder.

2. All references to I/We in these Terms and conditions shall be construed to refer to the jointholder(s) acting through me;

3. I-Sec shall for all purposes, consider and act upon only the instructions given by me on www.icicidirect.com;

4. The joint holders, hereby ratify and confirm and agree to ratify and confirm all that I Sec or any of its officer or officers shall do or cause to be done in or concerning the directions of me, the First Applicant pertaining to placement of Fixed Deposit .

5. The joint holders in my account shall not have any access to the Fixed Deposits applied for by me, through www.icicidirect.com nor will the joint holders have any right of placing withdrawal / redemption / renewal request for the Fixed Deposit

6. Only I can apply to the Company for withdrawal / redemption / renewal of the Fixed Deposit. I confirm that the joint holder(s) in my account hereby expressly authorize the Company to accept and act upon such request made by me.

7. I-Sec/ Company shall send all communications to me/ us at my i.e First Applicant's mailing address only.

8. With regard to the authority vested by the joint holder(s) on me, on behalf of the joint holders, I hereby declare that all and every receipts made, executed or done for the aforesaid purpose by virtue of these presents shall be as good, valid and effectual to all intents and purposes whatsoever as if the same had been made, executed or done by the joint holder(s) in their own name(s).

The joint holders further undertake through me, to complete all necessary formalities in the event of my death or death of any joint holder(s)

I undertake that I-Sec shall not at any time incur any liability whether to me/ my joint holder(s) or to anyone claiming through me/us or any other third party with respect to any damage, losses, costs, expenses, liabilities, or lost profits sustained or alleged to have been sustained or alleged to be sustained as a result of following my instructions.

ANNEXURE 1

TERMS AND CONDITIONS GOVERNING ACCEPTANCE OF DEPOSITS OF SHRIRAM FINANCE LIMITED

TERMS AND CONDITIONS GOVERNING ACCEPTANCE OF DEPOSITS

MINIMUM DEPOSIT

Deposits will be accepted in multiples of 1,000/- subject to a minimum amount of 25,000/- for cumulative deposit and non-cumulative deposit.

INTEREST PAYMENT

Interest payment will be made only through National Electronic Clearing Service (NECS) / National Electronic Fund Transfer (NEFT) wherever such facility is available and through 'At par' post – dated interest warrants in other locations.

Interest for Non-cumulative Deposit will be paid as per below given schedule.

Non-Cumulative -Monthly - Last day of every month

Non-Cumulative- Quarterly - Last day of March/June/September/December

Non-Cumulative -Half Yearly - Last day of March and September

Non-Cumulative -Yearly - Last day of March

IDENTIFICATION OF DEPOSITORS

To comply with "Know your customer" guidelines for NBFCs prescribed by the Reserve Bank of

India, I/We hereby authorize ICICI Securities Ltd. (I-Sec) to take Bank statement / Banker Verification Letter of my linked ICICI Bank with my trading account, where applicable. I request you to kindly consider the same as evidence in support for address proof. I understand and agree that the Issuer/Company accepting my Deposit will send it's correspondences, pertaining to this investment, at the communication address mentioned in the Bank statement / Banker Verification Letter.

I/We confirm that the address in my ICICI Bank account linked with my trading account is correct and updated as on date.

JOINT DEPOSITS

Deposits may be made in the joint names of two/three persons under "First or Survivor/s (F or S/s)" or "Anyone or Survivor/s (A or S/s)". All communications will be addressed to the first depositor. All cheques / warrants for interest payment and repayment of deposits will be drawn in favour of the first depositor.

NOMINATION

The depositor and/or the depositors, where deposits are made by more than one person jointly may, at any time, nominate a person to whom his/their deposit in the Company shall vest in the event of his or all the joint holders death. Notwithstanding anything contained in any other law for the time being in force or in any disposition, whether testamentary or otherwise in respect of such other deposit in the Company where a nomination made in the prescribed manner purports to confer on any person the right to vest in the deposit, the nominee shall, on the death of the depositor(s) become entitled to all the rights in the deposit in the Company to the exclusion of all other persons unless the nomination is varied or cancelled in the prescribed manner.

Nomination can be made only by individuals.

The nominee shall not be a trust, society, body corporate, partnership firm, Karta of Hindu Undivided Family or a Power of Attorney holder.

A minor can be a nominee represented by his natural/court appointed guardian.

INCOME-TAX PROVISIONS

As required under the Income Tax Act, 1961, tax at applicable rate will be deducted at source from the amount of interest paid and/or credited to a depositor if the gross interest exceeds the prescribed limit during the financial year.

Non-assesseees are requested, if necessary, to furnish the prescribed form as per Income Tax Act in force from time to time, quoting PAN, for non-deduction of tax at source. The depositors are presumed to be aware of the penal provisions of the said Act in case of false declaration and the Company will in no way be responsible for such false declaration made by the depositor.

In accordance with the CBDT Circular 03/2011 dated 13/05/2011 TDS Certificates in Form No. 16A will be downloaded by the Company from TIN Website and the same will be authenticated by means of digital signature (Circular under Section 119 of the Income Tax Act 1961). TDS certificates will not be generated from TIN Website if PAN is not furnished.

RENEWALS

Online Renewal

All online Shriram finance fixed deposits which are due for maturity can be renewed online using ICICIdirect.com portal. Renewal link will be visible only from 34 calendar days prior to the maturity date and up to 4 calendar days before the date of maturity. Renewal order can be placed online in the same way as fresh purchase with no debit of funds. For renewal, the interest rates prevailing as on date of maturity of the old FD would be applicable. Only principal amount can be renewed online. If existing information updated in Shriram Finance records are not meeting the prescribed guidelines, company reserves the right to seek required documents. The interest rate applicable will be the rate prevalent on the date of maturity of the existing fixed deposit.

Offline Renewal

Deposits can be renewed from the date of maturity only if renewal instructions along with deposit receipts are received within 6 months from the date of maturity. In such cases the rate prevailing on the date of maturity will be applicable. Otherwise the same will be renewed prospectively and in such cases interest ceases on maturity.

If the depositor opts for auto renewal then the deposit shall continue to be auto renewed till such time instructions to the contrary are received. In such cases the depositor need not submit the original certificate for renewal.

The investor would have the option of changing the mode from auto renewal to auto refund and vice versa by giving necessary instructions atleast 15 days prior to maturity.

Cumulative deposits can be renewed for maturity value.

A deposit can be renewed for a lower multiple of 1,000/- by giving suitable instructions for repayment of balance amount.

A deposit can also be renewed for a higher multiple of 1,000/- by giving the differential amount. Such consolidations can be done only on the date of maturity and therefore, the necessary remittance should reach the company at least one day before the date of maturity.

In the case of A or S/s accounts, renewals retaining one of the depositor(s) as the first depositor are possible. However, renewals to persons other than the second / third depositors in A or S/s accounts are not possible. Renewal of deposits by a change in the first named depositor is not possible in the case of F or S/s accounts.

LOAN ON DEPOSITS

The Company may grant at its sole discretion, loan up to 75% of the amount of deposit to the depositor after the expiry of three months from the date of deposit at rate of interest two percent points above the interest rate payable on the deposit. The relative term deposit receipt(s) and other documents have to be signed by both/all the depositors in case of A or S/s accounts and by the first

depositor in case of F or S/s accounts, Cheque for loans will be drawn only in favour of the first depositor.

No loan against NRI deposits will be allowed.

Renewal of deposit with loan outstanding is not permissible. Payment after adjustment of loan principle and loan interest will be made on maturity, if renewal instructions for the balance amount are not received at least 15 days in advance of the maturity.

REPAYMENTS

If the Deposit Receipt is held in physical form, then receipt duly discharged on a revenue stamp of one rupee must be surrendered to the Company for repayment. In the case of deposit with "F or S/s" clause, the discharge has to be made by the first named depositor only. However, in the case of deposit with "A or S/s" clause, any one of the depositor may give the discharge.

If the depositor has opted for auto refund then the physical certificate need not be submitted for repayment.

The Company shall intimate the details of maturity of the deposit to the depositor at least two months before the date of maturity of the deposit.

Interest will cease on the maturity date of deposit, if the deposit is not renewed within six months from the date of maturity, or if the deposit is withdrawn after the maturity date.

Redemption payment will be made only by National Electronic Clearing Service (NECS) / National Electronic Fund Transfer (NEFT) wherever such facility is available and by crossed Account Payee cheque for depositors in other locations.

The Company reserves the right to allow, at its absolute discretion, withdrawal of deposit before maturity. Where a deposit is so allowed to be prematurely withdrawn the relative deposit receipt must be discharged by both all the depositors in case of A or S(s) deposit and by the first named depositor In case of F or S(s) deposit.

As per the directions of Reserve Bank of India currently in force: No deposit shall be repaid before the expiry of three months from the date of deposit.

The Company may, at its sole discretion or at the request of the depositor as the case may be, repay a public deposit after three months from the date of its acceptance, but before its maturity (including premature repayment in the case of death of the depositor), in which case, the Company shall pay interest at the following rates:

a) After 3 months but before 6 months from the date of deposit - No Interest

b) After 6 months from the date of deposit but before the date of maturity -

The interest payable shall be 2 percent lower than the interest rate applicable to a depositor for the period for which the deposit has run or if no rate has been specified for that period, then 3 percent lower than the minimum rate at which deposits are accepted by the company.

Note: w.e.f May 01, 2014 for cases where e-FDR has been issued, the maturity amount will be directly credited by Shriram Finance Limited to the customers registered bank account with the Company.

GENERAL TERMS

The Company reserves the right to reject any application for deposit or for renewal without assigning any reason therefore.

In the event of demise of the first joint depositor, on production of death certificate, the Survivor/s will be recognised as the sole / joint depositor/s, as the case may be, for all purposes and all correspondence, payment of interest and repayment of deposit will be made to the Survivor/s. The Company shall be discharged from all liabilities by transferring the deposits absolutely in favour of the Survivor/s.

Deposit receipts issued by the Company are not transferable.

Depositors are requested to intimate any change of address and instructions regarding interest remittance to reach the Company at least 15 days before the next interest payment is due. In case of change of address, residential address proof needs to be furnished.

The Financial position of the Company as disclosed and the representations made in the application form are true and correct. The Company and its Board of Directors are responsible for the correctness and veracity thereof.

In case of any deficiency of the Company in servicing its deposit, the depositor may approach the District Level Consumer Dispute Redressal Forum or the State Level Consumer Dispute Redressal Forum or the National Consumer Dispute Redressal Forum for relief.

In case of non-repayment of the deposit or part thereof as per the terms and conditions of such deposit, the depositor may approach the Southern Region Bench of Company Law Board, whose full address is, 3rd Floor, Corporate Bhavan (UTI Building), No.29, Rajaji Salai, Chennai 600 001, Tamil Nadu for redressal.

Any deposit which remains unclaimed and unpaid for a period of seven years from the date it becomes due for payment will be transferred to "The Investor Education and Protection Fund" established by the Central Government under section 205C (1) and (2) of the Companies Act, 1956.

The Company is having a valid Certificate of Registration No. 07-00459 dated 17/04/2007 issued by the Reserve Bank of India under Section 45 IA of the Reserve Bank of India Act, 1934. The financial activities of the Company are regulated by the Reserve Bank of India. However, the Reserve Bank of India does not accept any responsibility or guarantee about the present position as to the financial soundness of the Company or for the correctness of any of the statements or representations made or opinion expressed by the Company and for repayment of deposits/discharge of liabilities by the Company.

Total amount of exposure (aggregate dues) from facilities, both fund and non-fund based, extended to, and the aggregate dues from companies in the same group or other entities or business ventures in which the directors and/or the Company are holding substantial interest as on 31/03/2016 is 3,384.57 lacs.

"[ICRA]AA+ (Stable)" by ICRA and "IND AA+/Stable" by India Ratings and Research

The deposits solicited by the Company are not insured.

Deposits accepted are subject to the directions issued by the Reserve Bank of India under NonBanking Financial Companies Acceptance of Public Deposits (Reserve Bank) Directions, 1998 as amended from time to time.

Subject to the Non-Banking Financial Companies Acceptance of Public Deposits (Reserve Bank) Directions, 1998 and other applicable laws, the Company reserves the right to alter or amend without notice any or all of the terms and conditions stipulated above without assigning any reason thereof.

All correspondence with regard to deposits should be addressed to Company's Registered Office / Administrative Office / branch(es).

The acceptance, renewal and repayment of deposits and interest payment are subject to the terms and conditions of the Company and the directions of the Reserve Bank of India in force from time to time and are subject to jurisdiction of Chennai only.

The maturity value payable in case of cumulative deposits will vary where tax is deducted at source. The maturity value for Cumulative Deposits is rounded off to nearest rupee.

Payment of interest / repayment of deposit falling due on a Sunday or a bank holiday or any day when the Company's head office does not work due to holiday or otherwise will be made on the next working day.

The Company has created a floating charge on its statutory liquid assets in favour of Trustees representing public deposit holders of the Company as per Directions of Reserve Bank of India.

In the event of the loss of deposit Receipt / Interest Warrant, the Company may at its discretion issue a duplicate receipt, interest warrants upon receiving an indemnity bond from the depositor (s) in the form prescribed by the Company. All expenses in this connection will be borne by the Depositor (s).