**ENHANCEMENT OF EXISTING LOAN FACILITY CUM PLEDGE AGREEMENT FOR LOAN AGAINST SECURITIES**

This Enhancement of Existing Loan Facility Cum Pledge Agreement For Loan Against Securities (hereinafter referred to as “the Agreement”) is executed at the place and on the date as mentioned in of the Annexure 1 hereto:

**BETWEEN**

**TATA CAPITAL LIMITED**, a company incorporated under the provisions of the Companies Act, 1956, CIN No. U65990MH1991PLC060670, having its registered office at 11th Floor, Tower A, Peninsula Business Park, Ganpatrao Kadam Marg, Lower Parel, Mumbai 400 013 (hereinafter referred to as the “**Lender**” which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) of the **One Part**

**AND**

The Obligors as detailed in the Annexure 1 hereto (the “**Obligors**”, which term shall, unless repugnant to the context be deemed to include the persons as in the Master Terms and Conditions registered as Document No. BBE-5/15929/2023 on October 30th, 2023 with the Sub-Registrar at Mumbai City – 5 (“**T&Cs**”) OR Loan Agreement dated {{last\_agreement\_date}} (hereinafter severally referred to as the “Existing Facility Documents”) of the **OtherPart**

**WHEREAS:**

1. At the request of the Obligors, the Lender has provided to the Borrower the credit facility limit, as detailed in Annexure 1 hereto (“Existing Facility Limit”) on the terms and conditions contained in the Existing Facility Documents executed from time to time and the Existing Facility Limit was secured inter alia, in the form and manner as more particularly set out in the Existing Facility Documents.
2. The Obligors have approached the Lender with a request to enhance the Existing Facility Limit to the extent as set out in Annexure 1 hereto (“Additional Facility Limit”), and the Lender has agreed to extend the enhanced facility limit comprising of Existing Facility Limit plus Additional Facility Limit (hereinafter collectively referred to as the “Enhanced Facility Limit”) as more particularly set out in Annexure 1 hereto to the Borrower, on certain terms and conditions contained herein and the T&Cs.
3. The Lender has agreed to extend the Enhanced Facility Limit to the Borrower, on the faith of the undertakings, representation and warranties made by the Obligors (as more particularly stated in the Facility Documents).

1. **Definitions & Interpretation**
2. The capitalised terms wherever used in this Agreement, unless the context otherwise requires, have the meanings ascribed to them in the T&Cs.
3. The rules of interpretation as set out in the T&Cs shall apply mutatis mutandis to this Agreement.
4. The terms of this Agreement shall apply to the entire Enhanced Facility Limit and to the extent there is an inconsistency between the terms of the Existing Facilty Documents and the terms set out herein, the terms set out herein shall prevail and apply to the entire Enhanced Facility including the Existing Facility.
5. **Enhanced Facility Limit**
6. The Borrower agrees to borrow and the Lender agrees to grant to the Borrower, the Enhanced Facility Limit, being the amount specified in Annexure 1 hereto, on terms and conditions contained herein and the T&Cs for the Purpose as stated in Annexure 1 hereto.
7. The Borrower shall not be entitled to cancel or refuse to accept Disbursement of the Enhanced Facility Limit, once the Facility Documents are executed except with prior written approval of the Lender and upon payment of such cancellation charges as set out in Annexure 1 attached hereto. Upon the execution of the Facility Documents , the Lender may disburse to the Borrower the amount requested by the Borrower or, if no such request is made or Disbursement Request is delivered, the amount of the Enhanced Facility Limit or such amount as the Borrower is eligible to be disbursed based on the Security created and other eligibility criteria. Further, such cancellation shall take effect only when the Obligors have paid to the Lender the Outstandings in full to the Lender’s satisfaction.
8. **Tenure**

The period of the Enhanced Facility Limit granted under the Facility Documents is set out in Annexure 1 hereto until terminated by the Lender in its sole discretion.

1. **Repayment and Interest**
2. The Obligors may pay/repay the principal amount drawn under each tranche of the Enhanced Facility Limit anytime during the tenure of the Enhanced Facility Limit. However, the total principal amount drawn under the Enhanced Facility Limit along with Interest, Penal Charges (if levied) and all other charges, shall be fully repaid at the end of the tenure of the Enhanced Facility Limit.
3. Without prejudice to the rights of the Lender under the Facility Documents, the Interest shall be payable currently at the rate set out in Annexure 1 and the Interest shall be computed on the actual daily outstanding principal balance of the Enhanced Facility Limit on the basis of a 365 days’ year and actual number of days elapsed and compounded with monthly rests on the outstanding balance of the Enhanced Facility Limit at the end of every calendar month.
4. The Enhanced Facility Limit shall carry such type of Interest as more particularly specified in Annexure 1 hereto and shall be charged from the date of Disbursement of the Enhanced Facility Limit under the Facility Documents. The frequency of the Interest payment and the Due Date of Interest payment shall be as more particularly specified in Annexure 1 hereto.
5. In case of floating Rate of Interest, the applicable TCL STPLR on the date of this Agreement is specified Annexure 1 hereto. The Borrower shall pay floating Rate of Interest to the Lender on the principal amount outstanding under the Enhanced Facility Limit and the applicable Rate of Interest as set out in Annexure 1 hereto.
6. The Obligors hereby agree that the Lender shall have the right to charge Interest at such rates, depending upon the TCL STPLR that may be revised from time to time by the Lender. However, such revision in the Interest rate shall not take place for such period as set out Annexure 1 from the date of first disbursement.
7. Notwithstanding any variation in TCL STPLR due to any downward revision, the Borrower shall be liable to pay a minimum rate of Interest as set out in Annexure 1 hereto.
8. If the Borrower has taken the loan for personal purposes and chosen Floating Rate of Interest , in case of reset of the rate of interest, the Borrower has the option to opt to switch to Fixed Rate of Interest (‘Switch Option) by communicating the same in writing to the Lender within 5 Business Days. The Switch Option shall be available to the Borrower only once during the tenor of the Enhanced Facility Limit or such other times as may be permitted by the Lender as per its policy. In the event the Borrower has not communicated his/her choice within the aforementioned timelines, it shall be deemed that the Borrower has chosen not to exercise the Switch Option .
9. In case of any variation, adjustment in the Rate of Interest, (i) the Monthly Instalment amount of the Enhanced Facility Limit shall continue to remain the same as it was immediately prior to the change in the rate of interest and the number of Monthly Instalments and tenure of the Enhanced Facility Limit shall vary accordingly unless the Borrower communicates to the Lender within 5 Business Days that (a) the Borrower wishes to opt for change in the Monthly Instalment amount while keeping the tenure and the number of monthly instalments the same or (b) the Borrower wishes to opt for combination of change in the Monthly Instalments as also change in the tenure and number of Monthly Instalments. Provided however, if the increase in tenure and number of Monthly Instalments exceeds the limit permissible to the Lender as per its policies or results in negative amortisation, the variation, adjustment in the rate of interest shall be done by enhancing/changing the Monthly Instalment amount without changing the tenure and the number of Monthly Instalments (ii) the Borrower shall also have the option to prepay the Enhanced Facility Limit either in full or in part in accordance with the provisions with regard to prepayment set out in this Agreement.
10. **Penal Charges**

**In case of default by the Obligors in the repayments of the Enhanced Facility Limit on the relevant Due Date and for other instances as set out in Annexure 1 hereto, the Lender shall have a right at its option to charge Penal Charges as more particularly set out Annexure 1 hereto, for the period during which such default continues**.

1. **Prepayment**

The Borrower may be permitted to make part or full prepayment of the Outstandings on the terms and conditions contained in the T&Cs and by making payment of applicable Prepayment / Foreclosure charges as set out in Annexure 1 hereto and as may be revised by the Lender from time to time at its sole discretion.

1. **Security**

The Obligors hereby pledge the Securities, as detailed Annexure 1 hereto and as may be modified or amended from time to time, in favour of the Lender on the terms and conditions as more particularly provided in the T&Cs and in the form and manner acceptable to the satisfaction of the Lender, for securing the Enhanced Facility Limit together with all interests, costs, fees and expenses and all other monies payable in terms of the Facility Documents and stipulated herein or any other finance or moneys due from time to time from the Obligors to the Lender in whatsoever capacity. In case the pledge is created on the Securities by a person other than an Obligor (“Security Provider”, as more particularly detailed in Annexure 1 hereto), such Security Provider undertakes and covenants to abide by and comply with the provisions of this clause as also the terms and conditions applicable to creation of Securities and all obligations in connection with the Securities and enforcement thereof, as more particularly set out in the T&Cs.

1. **Guarantee**
2. In consideration of the Lender, at the request of the Guarantor, granting the Enhanced Facility Limit to the Borrower on the terms and conditions appearing in the T&Cs and this Agreement, the Guarantor, hereby guarantees the due payment and discharge of all the Obligors’ liabilities to the Lender and performance of the obligations of the Obligors under the Facility Documents, whether such liability is incurred before or after the date hereof, and whether incurred by the Obligors alone or jointly with other(s), and in whatever capacity whether as Obligor or surety or otherwise and whether such liabilities have matured or not, and whether they are absolute or contingent, including all liabilities in respect of advances, letters of credit, cheques, hundis, bills, notes, drafts and other negotiable or non-negotiable instruments drawn, accepted, endorsed or guaranteed by the Obligors, and in respect of interest with monthly/quarterly rests, commission and other usual or reasonable banking charges and in respect of all costs, charges and expenses which the Lender may incur in paying any rents, rates, taxes, duties, calls, instalments, legal or other professional charges, or other outgoings whether for insurance, repairs, maintenance, management, realization or otherwise in respect of the Collateral or any other property, movable or immovable, or any chattels or actionable claims of scrip securities or title deeds pledged, mortgaged or assigned to or deposited with the Lender as security for the due payment and discharge of the Obligors’ liability to the Lender.
3. The Guarantor hereby undertakes and covenants to abide and comply with the Guarantor’s undertaking as more particularly given in the T&Cs.
4. **Margin Money**

The quantum of Margin Money, if any, to be paid by the Borrower simultaneously with the execution of this Agreement is provided in Annexure 1 hereto.

1. **Costs and Expenses**

**The Obligors shall be liable to pay Dishonour Charges and such other charges, costs, expenses, related to and arising out of the Enhanced Facility Limit as set out in Annexure 1 hereto**. 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 where the same arises on account of any change in law or regulation. Any revision in such charges or levy of new charges shall be updated by the Lender on its website ([www.tatacapital.com](http://www.tatacapital.com)) or otherwise intimated to the Borrowers. The Obligors shall be liable to pay such charges without any demur or delay and shall not be entitled to raise any objections.

1. **Disclosure**

The Obligors hereby agree and consent for disclosure and sharing of the information and data and for being contacted vide various communication modes notwithstanding their names and / or numbers appearing in the Do Not Call or Do Not Disturb registry as per the terms and conditions contained in the T&Cs.

1. **Other Conditions**
2. It is hereby clarified that all references to the term “Penal Interest” shall be substituted with “Penal Charges” in the T&Cs.
3. It is hereby clarified that all references to the terms “Retail Prime Lending Rate”, “RPLR”, “Long Term Lending Rate”, “LTLR”, “Short Term Lending Rate” and STLR” shall be substituted respectively with "TCL Retail Prime Lending Rate”, “TCL RPLR”, “TCL Long Term Prime Lending Rate”, “TCL LTPLR”, “TCL Short Term Prime Lending Rate” and “TCL STPLR” respectively, in the T&Cs.
4. It is hereby clarified that clause 5.2 of the T&Cs shall be substituted with the following revised clause: “In the event such part-closure is not permitted by the Lender, any excess payment made by the Borrower over and above the value due at any time during the tenure of the Facility may be apportioned by the Lender against any future /past Outstandings on the said account/any account held by the Borrower that may remain unsettled by the Borrower for any reason or refunded to the Borrower, at the discretion of the Lender.”
5. The Obligors shall abide by all terms and conditions as specified in the T&Cs including without limitation general and special covenants mentioned therein, which shall form an integral part of this Agreement as if incorporated herein. In case of any inconsistency or repugnancy between the terms of this Agreement and the T&Cs, the terms of this Agreement shall prevail.
6. Nothing contained herein shall limit the rights of the Lender to enforce this Agreement independently and in exclusivity to any other Facility Documents.
7. The Obligors hereby state that the Obligors have read and understood the T&Cs, a copy of which is available on the website (i.e. [www.tatacapital.com](http://www.tatacapital.com)) and at the branches of the Lender, and hereby agree to be bound by the terms and conditions as contained in the T&Cs read with this Agreement. The Obligors hereby state and confirm that they have entered into the Facility Documents voluntarily and knowingly and out of their own free will, volition and accord and have not done so pursuant to any duress, coercion and/or undue-influence.
8. The Obligors shall adhere to the timelines set out in Annexure 1 hereto.
9. In case of event of default subject to Clause 17 (Consequences of Event of Default) and 19 (Power of Redemption And Sale) of T&Cs, Obligors recognise and accept that invocation of pledged securities by the Lender and the sale thereof shall be at such intervals and on such terms, conditions and price at the sole discretion of Lender. Such Invocation irrespective of market price/value of the securities on the day of Invocation shall not be construed as settlement of the Obligors’ outstanding until the entire invoked pledged securities are sold and Outstandings are recovered in terms of the Facility Documents. The Obligors further confirm that the Lender has a right to set off the Obligors Outstanding’s from any monies received pursuant to the exercise of its power of sale post invocation in the following manner:
10. Charges, expenses and other monies and interest thereon;
11. Penal Charges, if any;
12. Interest payable in terms of the Facility Documents; and/or
13. Repayment of instalment of principal amount of the Facility under the Facility Documents.

Further the Obligors shall continue to be liable to pay for the balance Outstandings consequent to the sale of the Pledged securities.

1. The Obligors hereby understand that the Lender may, if required, seek information or documents in addition to what is mentioned in its KYC-PMLA Policy and the Obligors hereby consent to the same and agree to provide such information or documents.
2. The Obligors declares that all the details furnished are true, correct and up to-date in all respects and that the Obligors have not withheld any information whatsoever. The Obligors undertake to inform the Lender of any changes therein, immediately. In case any of the above information is found to be false or untrue or misleading or misrepresenting, the Obligors are aware that the Obligors may be held liable for it.
3. More particularly, the Obligors hereby consent to the Lender updating/furnishing the Obligors’ KYC data on the Centralised KYC Registry (CKYCR) or such other database or repository as may be prescribed from time to time as also access, download and procure data therefrom and rely upon the same for the purpose of KYC checks and it shall be the Obligors’ responsibility to ensure that the data is correct and updated and to immediately intimate in writing in case of any changes to the data. The Lender may also verify the data in such manner as it deems fit and seek additional information or perform enhanced due diligence. The Obligors consent to receive information/intimation from the Lender/CKYCR through SMS/Email on the registered number/email address notwithstanding the names and / or numbers of the Obligors appearing in the Do Not Call or Do Not Disturb registry.
4. The Obligors hereby declare that the mobile number as submitted by the Obligors is the same as the one available and registered with the Unique Identification Authority of India (“UIDAI”). The Obligors undertake to inform the Lender of any changes therein, immediately. In case any of the information is found to be false or untrue or misleading or misrepresenting, the Obligors is aware that the Obligors may be held liable for it.
5. In case of Life Insurance coverage, if the Borrower comes under medical category, then the Borrower needs to complete the medical formalities as soon as possible to enable the Lender to take decision on acceptance of risk and the cover to commence. The policy cover does not commence unless the formalities are completed, and the risk is accepted by the insurance partner of the Lender based on the medical results. In case of rejection the premium amount deducted will be transferred to Facility account.
6. The Lender reserves the right to appoint an auditor, whether external or internal, at its discretion, to conduct audits of the Obligors in the event of suspected wrongdoing or fraudulent activity in the loan account. The Obligors agree to fully cooperate and provide necessary assistance to the auditors including providing such details, documents, as may be required. In cases where the audit report submitted is inconclusive or delayed due to non-cooperation by the Obligors, the Lender reserves the right to determine the status of the account as fraudulent or otherwise based on the material available with it and its own internal investigation/assessment and exercise such right and remedies as may be available under the Facility Documents or otherwise under law.
7. The Borrower(s) shall whenever requested by the Lender furnish certificate(s) certifying that the funds from the facility have been utilized for the purpose for which they are obtained.
8. The Lender reserves the right to issue mandate to the auditors of the Borrower(s) to furnish specific certification regarding diversion / siphoning by the Borrowers or any of them of the funds from the Facility. The Borrower(s) shall ensure that the auditors comply with any such mandate.
9. The Borrower(s) further agree that with a view to preventing diversion/ siphoning of funds from the Facility by the Borrowers, the Lender reserves the right to engage their own auditors for such specific certifications without relying on the certifications given by the auditors of the Borrowers. The Lender further reserves the right to commission a forensic audit of the affairs of the Borrower(s) and their books of accounts. The Obligors agree to fully cooperate and provide necessary assistance to the auditors including providing such details, documents, as may be required.
10. The Borrower(s) agree that it shall not induct a person whose name appears in the list of wilful defaulters, on its board or as a person in charge and responsible for the management of its affairs. In case such a person is found to be on its board or as a person in charge and responsible for the management of its affairs, the Borrower(s) shall take expeditious and effective steps for removal of such a person from the board or from being in charge of its management and shall provide a written confirmation to the Lender of compliance with this requirement. The Borrower(s) understand that the Lender shall not provide renew/ enhance/ provide additional/ fresh facility to the Borrower(s) or restructure the existing facilities so long as the name of its promoter and/or the director (s) and/or the person in charge and responsible for the management of its affairs remains in the list of wilful defaulters.
11. Gross cases: Provisions with respect to Tax Deducted at Source (“TDS”) :
12. The Borrower hereby undertakes to provide to the Lender the TDS certificate in Form No. 16A downloaded from TIN Website on a quarterly basis within 2 months from the end of the relevant quarter and ensure that the TDS amount is reflected in the Form 26AS statement of the Lender with ‘F’ status. If the foregoing is complied with, the Lender will refund to the Borrower an amount equivalent to the TDS amount paid by the Borrower, within 7 working days of upon receipt of the TDS Certificate.
13. However, TDS refund claim will not be entertained by the Lender after 25th of July of the succeeding Financial Year.
14. In the event of any subsequent change in the ‘F’ status reflected in the Form 26AS statement of the Lender, the Lender shall be entitled to forthwith debit the TDS amount to the Borrower’s loan account and the same shall be considered as an outstanding and recoverable along with Penal Charges and all other applicable costs, charges and expenses.
15. Net off TDS cases : Provisions with respect to Tax Deducted at Source (“TDS”)
16. Where the Borrower pays the net interest amount after deducting the TDS to the Lender, the Borrower hereby undertakes to deposit the TDS with government treasury within the time specified by law and to provide to the Lender the TDS certificate in Form No. 16A downloaded from TIN Website for each quarter within 2 months from the end of the relevant quarter. Within such time, the Borrower shall also ensure that the TDS amount is reflected in the Form 26AS statement of the Lender with ‘F’ status. In the event the Borrower fails to comply with the foregoing, the Lender reserves the right to debit the TDS amount to the Borrower’s loan account with effect from the interest payment date and the same shall be considered as an outstanding and recoverable along with Penal Charges and all other applicable costs, charges and expenses.
17. In such an event, the Borrower may request for credit of the TDS amount by furnishing of the TDS certificate not later than till 25th July of the succeeding financial year. Provided that, no refund shall be granted of the Penal Charges and all other applicable costs, charges and expenses debited to the Borrower’s account.
18. In the event of any subsequent change in the ‘F’ status reflected in the Form 26AS statement of the Lender, the Lender shall be entitled to forthwith debit the TDS amount to the Borrower’s loan account and the same shall be considered as an outstanding and recoverable along with Penal Charges and all other applicable costs, charges and expenses.
19. In the event any amount is not paid when due, the account will be flagged as overdue as part of day-end process as Special Mention Account (‘SMA’) or Non- Performing Asset (‘NPA’) (as the case may be) in accordance with the extant RBI provisions. Examples of classification of an account as SMA/ NPA categories are provided below. The Obligors confirm that they have read, understood and accepted the same.

**Examples of SMA/NPA Classification**

| **SMA Sub- Categories** | **Basis for classification- Instalment or any other amount wholly or partly overdue** |
| --- | --- |
| SMA-0 | 1-30 days |
| SMA-1 | 31-60 days |
| SMA-2 | 61-90 days |
| NPA | More than 90 days |

**Examples:**

1. If due date of a loan account of the borrower is 9th March, 2021 and full dues are not received on this date, the date of overdue shall be end of the day on 9th March, 2021 and the loan account shall be classified as SMA–0.
2. If the loan account continues to remain overdue on 8th April, 2021 i.e. upon completion of 30 days of being continuously overdue, then this account shall be classified as SMA-1 on 8thApril, 2021.
3. If the loan account continues to remain overdue upon running day-end process on 8th May, 2021 i.e. upon completion of 60 days of being continuously overdue, it shall be classified as SMA-2 on 8th May, 2021.
4. If the loan account continues to remain overdue upon running day-end process on 7th June, 2021 i.e. upon completion of 90 days of being continuously overdue, it shall be classified as NPA on 7th June, 2021 along with all other loan accounts, if any, of the borrower/s with the Lender.
5. **Arbitration**

If any dispute, difference or claim arises between any of the Obligors and the Lender in connection with the Enhanced Facility Limit or as to the interpretation, validity, implementation or effect of the Facility Documents or as to the rights and liabilities of the parties under the Facility Documents or alleged breach of the Facility Documents or anything done or omitted to be done pursuant to the Facility Documents,  the same shall be settled by arbitration by a sole arbitrator to be appointed by any of the following institutions:

1. 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
2. Centre for Online Resolution of Disputes having its office at F-14, 3rd Cross, Manyata Residency, Manyata Tech Park, Bengaluru – 560045
3. The Centre for Alternative Dispute Resolution Excellence having its office at 107C, Mulberry Woods, Janatha Colony, Carmeleram Station Road, Doddakanneli, Bengaluru -560035.
4. ADR E-Sarvatra Private Limited having its office at 63, Palace Road, Vasanth Nagar, Bengaluru- 560052
5. (e) Madras Alternate Dispute Resolution Centre (MADRC), having its office at C-40, 2nd Floor, 2nd Avenue, Anna Nagar West, Chennai-600040;
6. (f) Lex Carta Private Limited (Just Act), having its office at T4, 7th Street, Dr VSI Estate Phase 2, Thiruvanmiyur, Chennai,– 600 041.
7. (g) The Madras Chamber of Commerce & Industry (MCCI), having its office at “Karumuttu Center”,1st Floor, 634, Anna Salai, Chennai 600 035.
8. 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**”) in accordance with 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 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 to be such place as mentioned in of Annexure I of the Agreement.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 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 scan 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 with respect to 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.

It shall be the responsibility of the Lender and Obligor(s) 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 Obligor(s) to save the emails in the address book. The delivery of emails to spam, promotion, etc., shall also be a deemed delivery.

The courts at such place as mentioned in Annexure I of the Agreement shall have exclusive jurisdiction in respect of matters arising thereunder including any petition for appointment of an arbitrator under Section 11 of the Arbitration and Conciliation Act, 1996 / application for setting aside the award/appeal and the Lender/ Obligor(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.

1. **Jurisdiction**

Subject to Clause 13 above, the Parties hereto agree that all disputes arising out of and/or in relation to this Agreement, shall be subject to exclusive jurisdiction of the courts/tribunals as mentioned in the Annexure of this Agreement. The Lender may, however, in its absolute discretion commence any legal action or proceedings arising out of this Agreement in any other court, tribunal or other appropriate forum and the Obligors hereby consent to that jurisdiction.

1. **Miscellaneous Terms**
2. This Agreement is the Specific Agreement as referred to in the T&Cs.
3. The contents of this Agreement and the T&Cs were read out, explained and interpreted to such Obligors who are not conversant with English, in their respective vernacular language and thereafter the Annexure 1 to this Agreement were duly filled in and understood by the Obligors and the signatures of the Obligors were taken on this Agreement.
4. 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.
5. The Lender may utilize the services of recovery/ collection agents for collection of amounts in relation to the Facility.
6. The Obligors may follow the below grievance redressal procedure in case of any grievances pertaining to their loan facility:

| * 1. Level 1 | To redress their grievances, the Obligors may write to [customercare@tatacapital.com](mailto:customercare@tatacapital.com) or call on the customer care number 1860 267 6060. The Obligors will receive an acknowledgment/response within 2 business days of receiving their communication. |
| --- | --- |
| * 1. Level 2 | If the Obligors are not satisfied with the resolution provided after approaching Level 1, they may enter their level 1 complaint number in the box provided on the website and submit. This will trigger a message to Customer Redressal Officer who will help in resolving your concern within 7 business days of the message. |
| * 1. Level 3 | If the Obligors are still not satisfied with the resolution provided after contacting the officials as specified in Level 1 and Level 2, the Obligors are requested to kindly enter the level 1 complaint number in the box provided on the website and submit. This will trigger a message to Chief Customer Redressal Officer who will help in resolving the concern.  The Obligors will receive a resolution within 3 business days. |
| * 1. Level 4 | In case the Obligors’ complaint has not been addressed to their satisfaction after following all the above steps, they can approach banking RBI Ombudsman through the link below.  Link: [https://cms.rbi.org.in/cms/indexpage.html#eng](https://ind01.safelinks.protection.outlook.com/?url=https%3A%2F%2Fcms.rbi.org.in%2Fcms%2Findexpage.html%23eng&data=05%7C02%7CResham.Apte%40tatacapital.com%7C20bbb59903e44e0ed2db08dcc0cef18f%7C5400f77975bb4573a4994c50de99f6ae%7C1%7C0%7C638597242247106363%7CUnknown%7CTWFpbGZsb3d8eyJWIjoiMC4wLjAwMDAiLCJQIjoiV2luMzIiLCJBTiI6Ik1haWwiLCJXVCI6Mn0%3D%7C0%7C%7C%7C&sdata=JGnCBh8xLDTo9lrQ4ejCHf%2FXmIQErsYt2Dh9tBPte9Y%3D&reserved=0) |

**ANNEXURE 1**

**Loan Details.**

| 1) | **Place of Execution** | {{place\_of\_execution}} | | | | | |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| 2) | **Date of Execution** | {{date\_of\_execution}} | | | | | |  |
| 3) | **Details of the Borrower/s and Co-Borrower/s** | 1. Name {{full\_name}} 2. Constitution Individual 3. Address {{address}} | | | | | | |
| **Details of the Guarantor/s** | a) Name NA  b) Constitution NA  c) Address NA | | | | | | |
| 3A | **Details of the Security Provider/s** | a) Name NA  b) Constitution NA  c) Address NA | | | | | | |
| 4) | **Purpose** | {{purpose\_of\_loan}} | | | |  | | |
| 5) | **(a)**  **Existing Facility Limit**  **(b)**  **Additional Facility Limit**  **(c) Enhanced Facility Limit (a +b)** | Type of Facility :  Rs. {{existing\_loan\_amount}} /-  Rupees {{existing\_loan\_amount\_in\_words}} only  Rs. {{difference\_in\_limit}} /-  Rupees {{difference\_in\_limit\_in\_words}} only  Rs. {{loan\_amount}} /-  Rupees {{loan\_amount\_in\_words}} only | | | | | | |
| 5A | **Other Deductions** | a) | Stamp Duty | | | | Rs {{stamp\_charges}}/- | |
| b) | Non – Refundable Processing fee | | | | Rs {{processing\_charge}}/- | |
| c) | Document Processing Charges | | | | Nil | |
| d) | Pledge/lien creation charges | | | | Rs {{lien\_charges}}/- | |
| e) | Other Charges (if any) | | | | Nil | |
| f) | Total Deductions (a+b+c+d+e) | | | | Rs {{total\_deductions}}/- | |
| 5B | **Net Disbursed Amount** | (5(c)) Less (5A(f)+ GST) | | | | | As per KFS | |
| 6) | **Tenure** | 12 months (With auto renewal basis Lender’s review) | | | | | | |
| 7) | **Rate of Interest Payable** | Rate of Interest:   * 1. Floating Rate of Interest - {{rate\_of\_interest}}% p.a.   2. TCL STPLR – {{stlr\_rate\_of\_interest}}% as on date of this Agreement   3. Frequency of Payment – Monthly   4. Due Date: Last day of every month   5. Period for which Interest rate would not be changed: NA   6. Minimum Interest rate: NA   7. Total interest charged during the entire tenor of the loan: As per KFS | | | | | | |
| 7A | **Repayment Schedule** |  | | First Interest payment due on | Last day of the month in which the loan amount was first utilized | | | |
|  | | Last Interest payment due date | Last day of the tenure of the loan | | | |
|  | | Interest payment due date(“Interest Due Date”) | Last day of the month in which the loan amount was first utilized and the last day of each succeeding month thereafter | | | |
|  | | No. of Interest payment repayment | NA | | | |
|  | | Repayment frequency by the Borrower | Monthly | | | |
|  |  |  | | NACH Presentation/Auto -Debit for Repayment | 3rd of every month | | | |
|  | Interest shall be due on the Interest Due Date, however the Borrower may make payment within 7 days from the Interest Due Date. If the Borrowers fails to pay within this period, Penal Charges shall be charged and calculated from the Interest Due Date. | | | | | | | |
| 8) | **Penal**  **Charges** | 1. **For default in payment of interest and/ or principal amounts 3 % per month on defaulted amount (Annualized Penal Charge of 36%)** 2. **For Dishonour of Cheque / Payment Instrument / Mandate: Rs. 600/- per instrument per instance** 3. **For Mandate rejection: - NIL (Charges will be levied if new mandate form is not registered within 30 days from the date of rejection of previous mandate form by Borrower’s bank for any reasons whatsoever)** 4. **For Non creation/perfection of security- NIL**   **(GST, other government taxes and levies as applicable, will be payable on all charges).** | | | | | | |
| 9) | **Prepayment/ Foreclosure charges** | Nil | | | | | | |
| 10) | **Details of the Securities** | The securities are pledged as per Lender’s approved list which prescribes the list of acceptable securities and LTV is as defined as per Lender’s internal policy for the respective securities.  The security margin to be maintained in respect of the securities ,as accepted to Lender, shall be as follows:  1. At least50% margin on acceptable list of equity shares.  2. Other securities – as per Lender’s internal policy | | | | | | |
| 11) | **Margin Money** | - | | | | | | |
| 12) | **Other Charges** | 1. Annual Maintenance Charges/ Renewal Charges (Revolving Facility) | | | | | | Rs.{{renewal\_charges}}/- per year shall be payable at the end of the 12th month and annually thereafter. |
| 1. Repossession Charges/Liquidation Charges | | | | | | Rs 0.35% of sale  consideration +  brokerage  applicable |
| 1. Additional Pledge/lien creation charges (for pledge/lien created subsequently): | | | | | | Nil |
| 1. Collection Charges | | | | | | At Actuals |
|  | **Note:** | (GST, other government taxes and levies as applicable, will be payable on all fees and charges in this document)  Any revision in such charges or levy of new charges shall be updated by the Lender on its website ([www.tatacapital.com](http://www.tatacapital.com)) or otherwise intimated to the Obligors. | | | | | | |
| 13) | **Place of Arbitration**  (**Tick Whichever is applicable**) | {{place\_of\_arbitration}} | | | | | | |
| 14) | **Jurisdiction**  (**Tick Whichever is applicable**) | {{place\_of\_jurisdiction}} | | | | | | |
| 15) | **Timelines** | | **Sr. No.** | **Conditions** | **Timelines** | | --- | --- | --- | | **(a)** | End use certificate shall be provided by the Obligors to the Lender | Within 30 days from intimation from the Lender | | (b) | Fresh Payment Instruments shall be delivered by the Obligors to the Lender | Within 7 days | | (c) | TDS certificate in the Form No. 16A of the IT Act downloaded from the TDS Reconciliation Analysis and Correction Enabling System (“**TRACES**”) website shall be provided by the Obligors to the Lender | Within 45 days from the end of the relevant quarter in which tax is deducted and within 75 days from the end of the last quarter of the financial year | | (d) | An amount equivalent to the TDS amount paid by the Obligors shall be refunded to the Borrower by the Lender upon receipt of the TDS certificate and subject to compliance with the conditions stipulated in the relevant provision of the T&Cs | Within 90 days | | (e) | TDS refund claim will not be entertained by the Lender | after the 30 days of the succeeding financial year | | (f) | Credit of the TDS amount may be requested by the Obligors by furnishing of the TDS certificate | not later than 60 days of the succeeding financial year | | (g) | Joint and several liability of the Obligors to indemnify and keep the Indemnified Person(s) indemnified and harmless | within 15 days from the date of demand | | | | | | | |
| 16) | **Other terms and conditions** | **-** | | | | | | |

* **Privacy Policy:**

Please refer to the privacy policy on:

https://www.tatacapital.com/content/dam/tata-capital/pdf/footer/privacy-policy-v1-06-08-2024.pdf

**▪ Terms & Conditions:**

Please refer to the terms & conditions on:

<https://www.tatacapital.com/content/dam/tata-capital-pdf/LAS-Disclaimer.pdf>

**For Details on the Key Facts Statement kindly refer to the** ‘**Annexure/Key Facts Statement**.’

**Annexure/Key Facts Statement**

**General Details**

| **1** | Date of KFS (T) | {{date\_of\_execution}} | | |
| --- | --- | --- | --- | --- |
| **2** | Name of Regulated Entity (RE) / Lender | Tata Capital Limited (TCL) | | |
| **3** | KFS Validity | T + 3 Working Days | | |
| **4** | Details of the Borrower/s and  Co-Borrower/s | a) | Name of Borrower | {{full\_name}} |
| b) | Constitution | Individual |
| c) | Address | {{address}} |
| a) | Name of  Co-Borrower | NA |
| b) | Constitution | NA |
| c) | Address | NA |

**Key Facts Statement**

## **Part 1 (Interest rate and fees/charges)**

| **1** | **Loan proposal/ account No. / Unique Proposal Number** | | | | | Webtop ID  {{webtopId}} | | | | | **Type of Loan** | | | | | | Loan Against Securities | |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **2** | **Sanctioned Loan amount (in Rupees)** | | | | | | | | | | {{loan\_amount}}/- \* | | | | | | | |
| **3** | **Disbursal schedule**   1. Disbursement in stages or 100% upfront. 2. If it is stage wise, mention the clause of loan agreement having relevant details | | | | | | | | | | 100% Upfront (Limit will be set up for the entire eligible amount)  The disbursements will be as per the drawdowns done by the customer.  In case of stage wise disbursement, please refer to clauses 2 of the Master Terms & Conditions (Applicable for Loan Against Securities) bearing Registration No. BBE-5/15929/2023. | | | | | | | |
| **4** | **Loan term (year/months/days)** | | | | | | | | | | 12 months **(With auto renewal basis Lender’s review** | | | | | | | |
| **5** | **Instalment details** | | | | | | | | | | | | | | | | | |
| Type of instalments | | | | | Number of EPIs | | EPI (₹) | | Commencement of repayment, post sanction | | | | | | | | | |
| Monthly | | | | | 12 | | {{epi}}/-\*\* | | 1st of the month immediately following the date of disbursement | | | | | | | | | |
| **6** | **Interest rate (%)** | | | {{rate\_of\_interest}}% p.a. | | | | **Interest Type (fixed or floating or hybrid)** | | | | | | | Floating | | | |
| **7** | **Additional Information in case of Floating rate of interest** | | | | | | | | | | | | | | | | | |
| Reference Benchmark | | Benchmark rate (%) (B) | Spread (%) (S) | | | Final rate (%) R = (B) + (S) | | | | Reset  periodicity[[1]](#footnote-0)  (Months) | | | | | | Impact of change in the reference benchmark  (for 25 bps change in ‘R’, change in:[[2]](#footnote-1)) | | |
| B | | S | | | | EPI (₹) | | No. of EPIs |
| TCL-STPLR | | {{stlr\_rate\_of\_interest}}% | {{spread\_over\_stlr\_rate\_of\_interest}}% | | | {{rate\_of\_interest}}% p.a. | | | | At such intervals as may be decided by TCL | | | | | | {{epi\_change}}/- \*\* | | 0 |
| **8** | **Fee/ Charges** | | | | | | | | | | | | | | | | | |
|  | | | | | Payable to TCL(A) | | | | | | | | Payable to a third party through TCL (B) | | | | | |
|  |  | | | | One-time/ Recurring | | Amount (in  ₹) or  Percentage  (%) as applicable | | | | | | One-  time/Recurring | Amount (in ₹) or Percentage (%) as applicable | | | | |
| (i) | Processing fees | | | | One time | | Rs {{processing\_charge}}/- | | | | | | NA | NA | | | | |
| (ii) | Insurance charges | | | | NA | | NA | | | | | | NA | NA | | | | |
| (iii) | Valuation fees | | | | NA | | NA | | | | | | NA | NA | | | | |
| (iv) | Any other | | | | NA | | NA | | | | | | NA | NA | | | | |
| a) | Stamp Duty | | | | NA | | NA | | | | | | One time | Rs {{stamp\_charges}}/- | | | | |
| b) | Document Processing Charges | | | | NA | | NA | | | | | | NA | NA | | | | |
| c) | Pledge/lien creation charges) | | | | One time | | Rs {{lien\_charges}}/- | | | | | | NA | NA | | | | |
| **9** | **Annual Percentage Rate (APR) (%)\*\*** | | | | | | {{apr}}% | | | | | | | | | | | |
| **10** | **Details of Contingent Charges (in ₹ or %, as applicable)** | | | | | | | | | | | | | | | | | |
| **(i)** | **Penal charges, if any, in case of delayed payment** | | | | | | | | **For default in payment of interest and/ or principal amounts - 3% p.m. on defaulted amount. (Annualized Penal Charge of 36%)** | | | | | | | | | |
| **(ii)** | **Other penal charges, if any** | | | | | | | |  | | | | | | | | | |
| **a)** | **For Dishonour of Cheque/ Payment Instrument/ Mandate** | | | | | | | | **Rs. 600/- per instrument per instance** | | | | | | | | | |
| **b)** | **For Mandate Rejection** | | | | | | | | **NIL** | | | | | | | | | |
| **c)** | **For Non creation of security** | | | | | | | | **NIL** | | | | | | | | | |
| (iii) | Foreclosure charges, if applicable | | | | | | | | NIL | | | | | | | | | |
| (iv) | Charges for switching of loans from floating to fixed rate and vice versa | | | | | | | | NIL | | | | | | | | | |
| (v) | Any other charges | | | | | | | |  | | | | | | | | | |
| a) | Collection Charges | | | | | | | | NIL | | | | | | | | | |
| b) | Annual Maintenance Charges/ Renewal Charges | | | | | | | | Rs {{renewal\_charges}}/- | | | | | | | | | |
| c) | Repossession Charges/Liquidation Charges | | | | | | | | 0.35% of sale consideration + brokerage applicable | | | | | | | | | |
| d) | Additional Pledge/lien creation charges | | | | | | | | NIL | | | | | | | | | |

## **Part 2 (Other qualitative information)**

| 1 | Clause of Loan agreement relating to engagement of recovery agents | | Please refer to clause 15 of the Specific / Enhancement Agreement. | |
| --- | --- | --- | --- | --- |
| 2 | Clause of Loan agreement which details grievance redressal mechanism | | Please refer to clause 15 of the Specific /Enhancement Agreement. | |
| 3 | Phone number and email id of the nodal  grievance redressal officer | | Name: Ms. Francyna Dias Phone no: 18602676060  Email ID: seniorcroretail@tatacapital.com | |
| 4 | Whether the loan is, or in future maybe, subject to transfer to other REs 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 RE, along with its funding proportion | | Name of the partner RE along with its proportion of funding | | Blended rate of interest |
| NA | | NA | | NA |
| 6 | In case of digital loans, following specific disclosures may be furnished: | | | |
| (i) Cooling off/look-up period, in terms of RE’s board approved policy, during which borrower shall not be charged any penalty on prepayment of loan | | | 3 days from date of loan disbursal | |
| (ii) Details of LSP acting as recovery agent and authorized to approach the borrower | | | Name: Volt Money, Address: Ground Floor, EBC Space  3 166, 19th Main Rd, Sector 4, HSR Layout Bengaluru,  Karnataka 560102  Phone no: 8296315607 | |

Notes:

* The amounts are net of taxes such as GST, etc.
* GST, other Government taxes and levies as applicable, will be payable on all fees and charges in this document.
* For the purpose of APR calculation and Repayment Schedule, it has been assumed that the credit facility has been disbursed and fully drawn down on first day of the month in which the credit facility has been sanctioned. The actual interest will be computed from the date of disbursement based on the extent of utilisation of the credit facility.
* For the APR, please refer the calculation of APR given below.
* Disbursement would be post deduction of processing fee, insurance charges and any other applicable charges.
* In case of Overdraft facility customer needs to pay interest on the limit utilized for the first 12 months (or as may be applicable). Any revision in charges shall be updated by the Lender on its website (www.tatacapital.com) or otherwise intimated to the Borrowers.

**Disclaimers:**

\*This is a revolving credit facility, the loan amount disbursed will be subject to securities pledged and the utilization.

\*\* This is a revolving credit facility, the interest amount will be subject to utilization and floating rate p.a.

**Loan Against Securities Sanction Letter**

To : {{full\_name}} Branch: TCL Mumbai

Date: {{date\_of\_execution}}City: Mumbai

Contact No. {{contact\_number}}

Subject: Your Loan Against Securities Application Dated – {{date\_of\_execution}}

We are pleased to inform you that based on your above-mentioned application to Tata Capital Limited, (hereinafter referred to as the “Company”/” TCL”) under its Loan Against Securities program, has sanctioned the loan on the terms and conditions mentioned hereafter and printed overleaf against the collateral of security:

**The salient features of financial covenants of Loan Against Security are as under:**

| Total Amount Sanctioned (Revolving limit) Rs. | Tenor (With auto renewal basis Tata Capital Limited’s review) | Purpose of Loan | | Floating Rate of Interest p.a. | Non – Refundable Processing fees Rs. | Document Processing Charges Rs. | Pledge/lien creation charges Rs. |
| --- | --- | --- | --- | --- | --- | --- | --- |
| {{loan\_amount}}/- | 12 Months | {{purpose\_of\_loan}} |  | {{rate\_of\_interest}}% | {{processing\_charge}}/- | Nil | {{lien\_charges}}/- |

| Frequency of interest payment | Principal Payment | Sanction Validity | Moratorium | Stamp Duty Rs | Due Date of instalments | Mode of payments | Annual Maintenance Charges/ Renewal Charges (Revolving Facility) Rs. |
| --- | --- | --- | --- | --- | --- | --- | --- |
| Monthly | Revolving | 30 days from date of sanction | Nil | {{stamp\_charges}}/- | On or before 3rd of every month | RTGS/ NEFT/ FT/ Cheque | {{renewal\_charges}}/- |

| Additional Pledge/lien creation charges Rs (for pledge lien created subsequently) | Legal Charges Rs | Collection Charges | Prepayment/ Foreclosure charge Rs | **Penal Charges** | Repossession Charges/Liquidation Charges Rs |
| --- | --- | --- | --- | --- | --- |
| Nil | At actuals | At Actuals | Nil | **(i)For default in payment of Outstanding amounts - 3% p.m. on defaulted amount. (Annualised Penal Charge of 36% p.a.).**  **(ii) For Dishonour: Rs. 600/- per Instrument per instance**  **(iii)For Mandate rejection- Nil**  **(Charges will be levied if new mandate form is not registered within 30 days from the date of rejection of previous mandate form by Borrower’s bank for any reasons whatsoever)**  **(iv) For Non creation of security – Nil**  **(GST, other government taxes and levies as applicable, will be payable on all charges).** | 0.35% of sale  consideration +  brokerage  applicable |

Other Charges as more particularly provided in the Specific Agreement/ Website shall be applicable.

(GST, other government taxes and levies as applicable, will be payable on all fees and charges in this document)

Any revision in such charges or levy of new charges shall be updated by the Lender on its website (www.tatacapital.com) or

otherwise intimated to the Obligors.

| Current TCL STPLR\* | Present Rate of Interest | Spread over TCL STPLR |
| --- | --- | --- |
| 9.40% | \*\*10% (Floating) | 0.60% |

Interest shall be due on the Interest Due Date, however the Borrower may make payment within 7 days from the Interest Due Date. If the Borrowers fails to pay within this period, Penal Charges shall be charged and calculated from the Interest Due Date.

TCL Short term Prime Lending Rate – TCL STPLR is the rate of interest announced by TCL from time to time as its retail prime lending.

rate and shall govern the rate of interest for your loan contract from time to time.

\*\*In case you have opted for Fixed Rate of Interest, the rate of interest shall be fixed for the period mentioned hereinabove and

upon expiry of the period of Fixed Rate of Interest, the Loan shall attract floating (Adjustable) Rate of Interest based on then.

prevailing TCL STPLR. Such floating rate of interest shall vary in accordance with the TCL STPLR announced by the Company.

from time to time as its Short-term prime lending rate plus/minus the spread.

TCL reserves the right to auto renew the loan basis its internal credit – risk norms for such period as the Lender may decide from time to time.

**“**In the event any amount is not paid when due, the account will be flagged as overdue as part of day-end process as SMA or NPA (as the case may be) in accordance with the extant RBI Circular. Examples of classification of an account as SMA/ NPA categories are provided on our website [www.tatacapital.com](https://ind01.safelinks.protection.outlook.com/?url=http%3A%2F%2Fwww.tatacapital.com%2F&data=04%7C01%7CKetaki.Dewal%40tataCapital.com%7C9b8528d6632e42fe0c6408d9ca904d42%7C5400f77975bb4573a4994c50de99f6ae%7C1%7C0%7C637763543567838993%7CUnknown%7CTWFpbGZsb3d8eyJWIjoiMC4wLjAwMDAiLCJQIjoiV2luMzIiLCJBTiI6Ik1haWwiLCJXVCI6Mn0%3D%7C3000&sdata=MoZSmuE5dmkYVes0gQVY5UCuEn1YE38%2BYqi4q5%2FjID0%3D&reserved=0) at [POLICIES,  CODES & OTHER DOCUMENTS  ---  TATA Capital Limited  ----- RBI Circular on Provisioning](https://ind01.safelinks.protection.outlook.com/?url=https%3A%2F%2Fwww.tatacapital.com%2Fcontent%2Fdam%2Ftata-capital%2Fpdf%2Ftcfsl%2Fregulatory-policies%2FExamples_of_SMA_NPA_Classification_TCFSL.pdf&data=04%7C01%7CKetaki.Dewal%40tataCapital.com%7C9b8528d6632e42fe0c6408d9ca904d42%7C5400f77975bb4573a4994c50de99f6ae%7C1%7C0%7C637763543567838993%7CUnknown%7CTWFpbGZsb3d8eyJWIjoiMC4wLjAwMDAiLCJQIjoiV2luMzIiLCJBTiI6Ik1haWwiLCJXVCI6Mn0%3D%7C3000&sdata=epU0CV3jgB6Pfmfhtve1YZozS%2B2zEtC2OBvHI1WS3Lc%3D&reserved=0). You may also browse the link [https://bit.ly/3mEzTjq](https://ind01.safelinks.protection.outlook.com/?url=https%3A%2F%2Fbit.ly%2F3mEzTjq&data=04%7C01%7CKetaki.Dewal%40tataCapital.com%7C9b8528d6632e42fe0c6408d9ca904d42%7C5400f77975bb4573a4994c50de99f6ae%7C1%7C0%7C637763543567838993%7CUnknown%7CTWFpbGZsb3d8eyJWIjoiMC4wLjAwMDAiLCJQIjoiV2luMzIiLCJBTiI6Ik1haWwiLCJXVCI6Mn0%3D%7C3000&sdata=ZurYbrGpfkrOk5whvi3f20tUxuzY3IjsVxtwpkY%2BqEw%3D&reserved=0) by pasting it on  browser. The borrower confirm that they have read, understood and accepted the same”.

**Special Conditions:**

In case of an Loan to Value (LTV) breach, the trigger for sale of securities will be initiated upon the earlier occurrence of either of the two conditions, without

any further notice to the borrower(s)/obligor(s):

1.If the borrower(s)/obligor(s) fails to make payments/top up within 7 working days

2.If percentage of Loan to Value (LTV) falls below mentioned specified percentage

| Type of Security | Trigger Point LTV |
| --- | --- |
| Equity / MFs (equity / balanced) | 62.50% |
| Debt Instruments | LTV + 5% |

Please note that if the outstanding amount is not paid within 7 days of the installment/interest/charges due date, the sale of

securities will be triggered to recover the total outstanding balance.

Please refer to the holding statement & statement of account for more details.

**Gross cases: Provisions with respect to Tax Deducted at Source ("TDS").**

The Borrower hereby undertakes to provide TCL the TDS certificate in Form No. 16A downloaded from TIN Website on a quarterly basis within 2 months from the end of the relevant quarter and ensure that the TDS amount is reflected in the Form 26AS statement of TCL with 'F' status. If the foregoing is complied with, TCL will refund to the Borrower an amount equivalent to the TDS amount paid by the Borrower, within 7 working days of upon receipt of the TDS Certificate.

However, TDS refund claim will not be entertained by TCL after 25th of July of the succeeding Financial Year

In the event of any subsequent change in the 'F' status reflected in the Form 26AS statement of TCL, TCL shall be entitled to forthwith debit the TDS amount to the Borrower's loan account and the same shall be considered as an outstanding and recoverable along with Penal Charges and all other applicable costs, charges and expenses.

**Net off TDS cases: Provisions with respect to Tax Deducted at Source ("TDS").**

Where the Borrower pays the net interest amount after deducting the TDS to TCL, the Borrower hereby undertakes to deposit the TDS with government treasury within the time specified by law and to provide TCL the TDS certificate in Form No. 16A downloaded from TIN Website for each quarter within 2 months from the end of the relevant quarter. Within such time, the Borrower shall also ensure that the TDS amount is reflected in the Form 26AS statement of TCL with 'F' status. In the event, borrower fails to comply with the foregoing, TCL reserves the right to debit the TDS amount to the Borrower's loan account with effect from the interest payment date and the same shall be considered as an outstanding and recoverable along with Penal Charges and all other applicable costs, charges and expenses.

In such an event, the Borrower may request for credit of the TDS amount by furnishing of the TDS certificate not later than till 25th July of the succeeding Financial Year. Provided that no refund shall be granted of the Penal Charges and all other applicable costs, charges and expenses debited to the Borrower's account.

In the event of any subsequent change in the 'F' status reflected in the Form 26AS statement of TCL, TCL shall be entitled to forthwith debit the TDS amount to the Borrower's loan account and the same shall be considered as an outstanding and recoverable along with Penal Charges and all other applicable costs, charges and expenses.

As per the directives issued by RBI, Company has adopted a Policy for "Determination of Interest Rates, Processing and other charges". The rate of interest applicable to the loan facility availed shall be as prevailing on the date/s of disbursements and will be based upon the Company's evaluation of the creditworthiness of the applicants the risk of profiling done by the Company etc. The Company shall review and if necessary, revise the rate of interest at any time and during the loan facility at its sole discretion. Policy and prevailing interest rate is published by the Company in the website.

Please note that this communication should not be construed as giving rise to any binding obligation on the part of TCL unless (i) you have returned the duplicate copy of this letter duly signed in token acceptance and, (ii) signed/executed the agreements and (iii) signed/executed the security /other documents in connection with the aforesaid facilities. Until and till such time, the sanction letter same may be cancelled without any prior notice.

In case the Facility amount is not fully utilised/drawn down during the last 30 days, the account of the Borrower may be classified as ‘dormant’. The term ‘dormant‘ implies that the account will be inactive, and no further drawdowns will be allowed until reactivated. The account may be reactivated by sending an intimation to the Company or contacting the respective relationship manager upon which the account shall be reactivated within 1 business day.

Please note however, that this shall not affect the security created by you which shall continue to be pledged till the validity of the loan agreement excluding the event of default.

For other terms and conditions customer can refer to the provisions of the revolving credit facility agreement.

Tata Capital Limited has adopted a Tata Code of Conduct ("TCOC") and all our employees and representatives are bound by the same. A copy of the TCOC is available on the Tata Capital website i.e. [www.tatacapital.com.](http://www.tatacapital.com/) In case you notice any violation or potential violation of the TCOC by any of our employees or representatives, you may write to us at ethics@ tatacapital.com intimating us of the same.

For any Queries or complaints contact our customer care number 18602676060 or at e-mail ID [customercare@tatacapital.com](mailto:customercare@tatacapital.com) or on our website [www.tatacapital.com](http://www.tatacapital.com/)

Yours truly,

For Tata Capital Limited

THIS IS A SYSTEM GENERATED DOCUMENT AND DOES NOT NEED SIGNING SIGNATURE OF TATA CAPITAL LIMITED

**I/WE ACCEPT ALL THE TERMS** & **CONDITIONS WHICH HAVE BEEN READ AND UNDERSTOOD BY ME/US.**

Date: {{date\_of\_execution}}

**General Details**

| **1** | Date of KFS (T) | {{date\_of\_execution}} | | |
| --- | --- | --- | --- | --- |
| **2** | Name of Regulated Entity (RE) / Lender | Tata Capital Limited (TCL) | | |
| **3** | KFS Validity | T + 3 Working Days | | |
| **4** | Details of the Borrower/s and  Co-Borrower/s | a) | Name of Borrower | {{full\_name}} |
| b) | Constitution | Individual |
| c) | Address | {{address}} |
| a) | Name of  Co-Borrower | NA |
| b) | Constitution | NA |
| c) | Address | NA |

**Key Facts Statement**

## Part 1 (Interest rate and fees/charges)

| **1** | **Loan proposal/ account No. / Unique Proposal Number** | | | | | Webtop ID  {{webtopId}} | | | | | **Type of Loan** | | | | | | Loan Against Securities | |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **2** | **Sanctioned Loan amount (in Rupees)** | | | | | | | | | | {{loan\_amount}} /- \*\* | | | | | | | |
| **3** | **Disbursal schedule**   1. Disbursement in stages or 100% upfront. 2. If it is stage wise, mention the clause of loan agreement having relevant details | | | | | | | | | | 100% Upfront (Limit will be set up for the entire eligible amount)  The disbursements will be as per the drawdowns done by the customer.  In case of stage wise disbursement, please refer to clauses 2 of the Master Terms & Conditions (Applicable for Loan Against Securities) bearing Registration No. BBE-5/15929/2023. | | | | | | | |
| **4** | **Loan term (year/months/days)** | | | | | | | | | | 12 months **(With auto renewal basis Lender’s review** | | | | | | | |
| **5** | **Instalment details** | | | | | | | | | | | | | | | | | |
| Type of instalments | | | | | Number of EPIs | | EPI (₹) | | Commencement of repayment, post sanction | | | | | | | | | |
| Monthly | | | | | 12 | | {{epi}}/- \*\* | | 1st of the month immediately following the date of disbursement | | | | | | | | | |
| **6** | **Interest rate (%)** | | | {{rate\_of\_interest}}% p.a. | | | | **Interest Type (fixed or floating or hybrid)** | | | | | | | Floating | | | |
| **7** | **Additional Information in case of Floating rate of interest** | | | | | | | | | | | | | | | | | |
| Reference Benchmark | | Benchmark rate (%) (B) | Spread (%) (S) | | | Final rate (%) R = (B) + (S) | | | | Reset  periodicity[[3]](#footnote-2)  (Months) | | | | | | Impact of change in the reference benchmark  (for 25 bps change in ‘R’, change in:[[4]](#footnote-3)) | | |
| B | | S | | | | EPI (₹) | | No. of EPIs |
| TCL-STPLR | | {{stlr\_rate\_of\_intere  st}}% | {{spread\_over\_stlr\_rate\_of\_interest}}% | | | {{rate\_of\_interest}}% p.a. | | | | At such intervals as may be decided by TCL | | | | | | {{epi\_change}}/-  \*\* | | 0 |
| **8** | **Fee/ Charges** | | | | | | | | | | | | | | | | | |
|  | | | | | Payable to TCL(A) | | | | | | | | Payable to a third party through TCL (B) | | | | | |
|  |  | | | | One-time/ Recurring | | Amount (in  ₹) or  Percentage  (%) as applicable | | | | | | One-  time/Recurring | Amount (in ₹) or Percentage (%) as applicable | | | | |
| (i) | Processing fees | | | | One time | | Rs {{processing\_charge}}/- | | | | | | NA | NA | | | | |
| (ii) | Insurance charges | | | | NA | | NA | | | | | | NA | NA | | | | |
| (iii) | Valuation fees | | | | NA | | NA | | | | | | NA | NA | | | | |
| (iv) | Any other | | | | NA | | NA | | | | | | NA | NA | | | | |
| a) | Stamp Duty | | | | NA | | NA | | | | | | One time | Rs {{stamp\_charges}}/- | | | | |
| b) | Document Processing Charges | | | | NA | | NA | | | | | | NA | NA | | | | |
| c) | Pledge/lien creation charges) | | | | One time | | Rs {{lien\_charges}}/- | | | | | | NA | NA | | | | |
| **9** | **Annual Percentage Rate (APR) (%)\*\*** | | | | | | {{apr}}% | | | | | | | | | | | |
| **10** | **Details of Contingent Charges (in ₹ or %, as applicable)** | | | | | | | | | | | | | | | | | |
| **(i)** | **Penal charges, if any, in case of delayed payment** | | | | | | | | **For default in payment of interest and/ or principal amounts - 3% p.m. on defaulted amount. (Annualized Penal Charge of 36%)** | | | | | | | | | |
| **(ii)** | **Other penal charges, if any** | | | | | | | |  | | | | | | | | | |
| **a)** | **For Dishonour of Cheque/ Payment Instrument/ Mandate** | | | | | | | | **Rs. 600/- per instrument per instance** | | | | | | | | | |
| **b)** | **For Mandate Rejection** | | | | | | | | **NIL** | | | | | | | | | |
| **c)** | **For Non creation of security** | | | | | | | | **NIL** | | | | | | | | | |
| (iii) | Foreclosure charges, if applicable | | | | | | | | NIL | | | | | | | | | |
| (iv) | Charges for switching of loans from floating to fixed rate and vice versa | | | | | | | | NIL | | | | | | | | | |
| (v) | Any other charges | | | | | | | |  | | | | | | | | | |
| a) | Collection Charges | | | | | | | | NIL | | | | | | | | | |
| b) | Annual Maintenance Charges/ Renewal Charges | | | | | | | | Rs {{renewal\_charges}}/- | | | | | | | | | |
| c) | Repossession Charges/Liquidation Charges | | | | | | | | 0.35% of sale consideration + brokerage applicable | | | | | | | | | |
| d) | Additional Pledge/lien creation charges | | | | | | | | NIL | | | | | | | | | |

## Part 2 (Other qualitative information)

| 1 | Clause of Loan agreement relating to engagement of recovery agents | | Please refer to clause 15 of the Specific / Enhancement Agreement. | |
| --- | --- | --- | --- | --- |
| 2 | Clause of Loan agreement which details grievance redressal mechanism | | Please refer to clause 15 of the Specific /Enhancement Agreement. | |
| 3 | Phone number and email id of the nodal  grievance redressal officer | | Name: Ms. Francyna Dias Phone no: 18602676060  Email ID: seniorcroretail@tatacapital.com | |
| 4 | Whether the loan is, or in future maybe, subject to transfer to other REs 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 RE, along with its funding proportion | | Name of the partner RE along with its proportion of funding | | Blended rate of interest |
| NA | | NA | | NA |
| 6 | In case of digital loans, following specific disclosures may be furnished: | | | |
| (i) Cooling off/look-up period, in terms of RE’s board approved policy, during which borrower shall not be charged any penalty on prepayment of loan | | | 3 days from date of loan disbursal | |
| (ii) Details of LSP acting as recovery agent and authorized to approach the borrower | | | Name: Volt Money, Address: Ground Floor, EBC Space  3 166, 19th Main Rd, Sector 4, HSR Layout Bengaluru,  Karnataka 560102  Phone no: 8296315607 | |

Notes:

* The amounts are net of taxes such as GST, etc.
* GST, other Government taxes and levies as applicable, will be payable on all fees and charges in this document.
* For the purpose of APR calculation and Repayment Schedule, it has been assumed that the credit facility has been disbursed and fully drawn down on first day of the month in which the credit facility has been sanctioned. The actual interest will be computed from the date of disbursement based on the extent of utilisation of the credit facility.
* For the APR, please refer the calculation of APR given below.
* Disbursement would be post deduction of processing fee, insurance charges and any other applicable charges.
* In case of Overdraft facility customer needs to pay interest on the limit utilized for the first 12 months (or as may be applicable). Any revision in charges shall be updated by the Lender on its website (www.tatacapital.com) or otherwise intimated to the Borrowers.

**Disclaimers:**

\*This is a revolving credit facility, the loan amount disbursed will be subject to securities pledged and the utilization.

\*\* This is a revolving credit facility, the interest amount will be subject to utilization and floating rate p.a.

**Computation of APR**

| **Sr. No.** | **Parameter** |  |
| --- | --- | --- |
| 1 | Sanctioned Loan amount (in Rupees) ( Sl no. 2 of the KFS – Part 1) | Rs {{loan\_amount}}/- \* |
|  |
| 2 | Loan Term (in years/ months/ days) (Sl No.4 of the KFS – Part 1) | 12 months |
| a) | No. of instalments for payment of principal, in case of non-equated periodic loans | 12 months |
| b) | Type of EPI | Monthly |
| Amount of each EPI (in Rupees) and | Rs {{epi}}/- \*\* |
| nos. of EPIs | 12 |
| (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) | 1st of every month |
| 3 | Interest rate type (fixed or floating or hybrid) (Sl No. 6 of the KFS – Part 1) | Floating |
| 4 | Rate of Interest (Sl No. 6 of the KFS – Part 1) | {{rate\_of\_interest}}% p.a. |
| 5 | Total Interest Amount to be charged during the entire tenor of the loan as per the rate prevailing on sanction date (in Rupees) | Rs {{total\_interest}}% p.a. \*\* |
| 6 | [[5]](#footnote-4)Fee/ Charges payable (in Rupees) | Rs |
| A | Payable to TCL (Sl No.8A of the KFS-Part 1) | Rs {{payable\_to\_tcl}}/- |
| B | Payable to third-party routed through TCL (Sl No.8B of the KFS – Part 1) | Rs {{stamp\_charges}}/- |
| C | Total GST on all the fees and charges | Rs {{total\_gst}}/- |
| 7 | Net disbursed amount (1-6) (in Rupees) | Rs {{net\_disbursed\_amount}}/- \*\* |
| 8 | Total amount to be paid by the borrower (sum of 1 and 5) (in Rupees) | Rs {{total\_payable\_amount}}/- \*\* |
| 9 | [[6]](#footnote-5)Annual Percentage rate- Effective annualized interest rate (in percentage) (Sl No.9 of the KFS -Part 1) | {{apr}} % |
| 10 | Schedule of disbursement as per terms and conditions | Repayment Schedule |
| 11 | Due date of payment of instalment and interest | Last day every month |

**Repayment Schedule**

Example:

Sanction Amount (in Rupees): {{loan\_amount}}/- \*

Eligible loan Amount (in Rupees): {{loan\_amount}}/- (assumption)

Utilization %: 100% (assumption)

Rate of Interest (p.a): {{rate\_of\_interest}}% p.a.

| Instalment No. | Outstanding Principal (in Rupees) | Principal  (in Rupees) | Interest  (in Rupees) | Instalment  (in Rupees) |
| --- | --- | --- | --- | --- |
| 1 | {{loan\_amount}}/- | - | {{epi}}/- | {{epi}}/- |
| 2 | {{loan\_amount}}/- | - | {{epi}}/- | {{epi}}/- |
| 3 | {{loan\_amount}}/- | - | {{epi}}/- | {{epi}}/- |
| 4 | {{loan\_amount}}/- | - | {{epi}}/- | {{epi}}/- |
| 5 | {{loan\_amount}}/- | - | {{epi}}/- | {{epi}}/- |
| 6 | {{loan\_amount}}/- | - | {{epi}}/- | {{epi}}/- |
| 7 | {{loan\_amount}}/- | - | {{epi}}/- | {{epi}}/- |
| 8 | {{loan\_amount}}/- | - | {{epi}}/- | {{epi}}/- |
| 9 | {{loan\_amount}}/- | - | {{epi}}/- | {{epi}}/- |
| 10 | {{loan\_amount}}/- | - | {{epi}}/- | {{epi}}/- |
| 11 | {{loan\_amount}}/- | - | {{epi}}/- | {{epi}}/- |
| 12 | {{loan\_amount}}/- | {{loan\_amount}}/- | {{epi}}/- | {{last\_instalment}}/- |

Note:

* This facility is a revolving credit line, with the maximum loan amount capped at the sanctioned limit. The eligible drawing power will be determined based on the securities pledged, as outlined in Tata Capital Limited's approved list and the Loan to Value (LTV) ratio in accordance with Tata Capital Limited's internal policies.
* Only interest and applicable Charges, if any, need to be paid every month on the amount utilized. The principal amount is to be repaid at the end of the tenure of the Facility, unless renewed in accordance with the provisions of the Facility Documents.
* The Repayment Schedule and its figures and calculation are as on {{date\_of\_execution}} and may vary based on the applicable date of disbursement.

I confirm that I have thoroughly read and understood the Key Facts Statement

Borrower

1. [↑](#footnote-ref-0)
2. [↑](#footnote-ref-1)
3. [↑](#footnote-ref-2)
4. [↑](#footnote-ref-3)
5. [↑](#footnote-ref-4)
6. [↑](#footnote-ref-5)