

## Terms and Conditions – Personal Loan Facility

- (A) The Borrower has represented to the Lender that the Borrower is in need of initial finance facility from the Lender and requested the Lender to provide such initial finance facility. The Borrower has further requested the Lender to provide for an additional top-up facility also.
- (B) The Lender has agreed to grant the said initial finance facility for an amount specified in the Loan details section ("**Initial Facility**") on the terms and conditions contained herein and the Master Terms and Conditions registered as Document No. 8980-2018 on November 6, 2018 with the Sub-Registrar at Mumbai City - 3 (hereinafter severally referred to as "**Master T&Cs**"). Based on the request of the Borrower, the Lender has agreed, that, upon the completion of 12 months from the date of first disbursement under the Initial Facility ("Period") or such other period as may be agreed, subject to the Borrower meeting the credit and other criteria of the Lender, the Borrower shall be entitled to an additional facility not exceeding the amount as specified in the Loan details section ("**Additional Facility**"), without further act or deed and the same may be disbursed to the Borrower at any time after the said Period at the discretion of the Lender on the terms and conditions contained herein and the Master T&Cs.
- (C) The Lender shall, at its sole discretion, without assigning any reason, be entitled to cancel or reduce the Additional Facility. The term "**Facility**" shall include the Initial Facility and also the Additional Facility and unless repugnant to the context, references to the term 'Facility' in the Master T&Cs shall be read and construed accordingly.
- (D) The Lender has agreed to extend the Facility to the Borrower, on the faith of the undertakings, representation and warranties made by the Borrower (as more particularly stated in the Facility Documents).

### 1. Definitions and Interpretation:

- (a) The capitalised terms wherever used in these Terms and Conditions, unless the context otherwise requires, have the meanings ascribed to them in the Master T&Cs.
- (b) The rules of interpretation as set out in the Master T&Cs shall apply mutatis mutandis to these Terms and Conditions.

### 2. Facility

- (a) The Borrower agrees to borrow and the Lender agrees to grant to the Borrower, the Facility, being the amount specified in Loan details section and on such terms and conditions contained herein and in the Master T&Cs for the Purpose as mentioned in the Facility Documents.
- (b) The Borrower shall not be entitled to cancel or refuse to accept Disbursement of the Facility upon acceptance of these Terms and Conditions except with prior written approval of the Lender and upon payment of such cancellation charges as set out in the Loan details section. Further, such cancellation shall take effect only when the Borrower has paid to the Lender the Outstandings in full to the Lender's satisfaction.
- (c) Borrower understands and agrees that no deferment of installments or moratorium on account of Covid-19 as contemplated by the COVID-19 – Regulatory Package announced by RBI or the relevant policy of Tata Capital shall be available for this loan and borrower shall not apply for the same.

### 3. Repayment and Interest

- (a) The Instalments and all other Outstandings from time to time with respect to the Initial Facility shall be paid / repaid by the Borrower on or before the respective Due Dates in accordance with the Repayment Schedule as set out in the Loan details section. The details of tenure, repayment etc. in respect of the Additional Facility shall be provided to the Borrower at the time of availing the Additional Facility and shall be payable by the Borrower on or before their respective Due Dates.
- (b) Without prejudice to the rights of the Lender under the Facility Documents, the Interest shall be computed at a fixed rate and shall be payable at such rate as set out in the Loan details section and the Interest shall be computed on the actual daily outstanding principal balance of the Facility on the basis of a 360 days' year and

actual number of days elapsed and compounded with monthly rests on the outstanding balance of the Facility at the end of every calendar month.

#### **4. Additional Interest**

In case of default by the Borrower in the repayments of the Facility on the relevant Due Date or any other delay/ default/ breach committed by the Borrower, the Lender shall have a right at its option to charge Additional Interest as set out in the Loan details section, over and above the prevailing interest rate for the period during which such default continues.

#### **5. Prepayment**

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

#### **6. Costs and Expenses**

The Borrower shall be liable to pay Dishonour Charges and such other charges, costs, expenses related to and arising out of the Facility as set out in the Loan details section. 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 which shall be updated by the Lender on its website ([www.tatacapital.com](http://www.tatacapital.com)) or otherwise intimated to the Borrower. The Borrower shall be liable to pay such charges without any demur or delay and shall not be entitled to raise any objections. The Borrower shall be liable to pay the Processing Fee set out in the Loan details section in respect of the Initial Facility as also the Additional Facility.

#### **7. Disclosure**

The Borrower 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 Master T&Cs.

#### **8. Lien, Set-off, Cross Default**

Any default by the Obligors or by any Affiliate of the Obligors or any entity related to or connected with the Obligors under any agreement, arrangement, guarantee, and/or under any of its/their indebtedness (whether actual or contingent, or whether primary or collateral, or whether joint and/ or several), with the Lender or its subsidiaries/fellow subsidiaries/Affiliates/any other entity forming part of Tata Group, shall constitute an Event of Default under the Facility and vice-versa. The Lender, its Affiliates and entities/persons in the Tata Group shall have a paramount lien and right of set-off on/against all other, present as well as future monies, securities, deposits of any kind and nature, all other assets and properties belonging to the Obligors' credit (whether held singly or jointly with any other person), which are deposited with/under the control of the Lender its Affiliates and/or entities/persons in the Tata Group pursuant to any contract entered/to be entered into by the Obligors in any capacity, notwithstanding that such deposits may not be expressed in the same currency as the indebtedness. The Lender, its Affiliates and entities/persons in the Tata Group shall be entitled and authorized to exercise such right of lien and set-off against all such amounts/assets/properties for settlement of any amounts due or liabilities owed to them or any of them with or without any further notice to any Obligor. In this regard, any discharge given by the Lender to its Affiliates and/or entities/persons in the Tata Group shall be valid and binding on the Obligors. It shall be the Obligors' sole responsibility and liability

to settle all disputes/objections with such joint account holders. If so required, the Lender, its Affiliates and entities/persons in the Tata Group shall be well within their rights to exercise the right of set-off against the money lying in the joint account(s) or in any deposit/bond/other assets held jointly, for settlement of any amounts due or liabilities owed to them or any of them. Further, the Obligors hereby authorize the Lender to make payments to the Lender's Affiliates and/or entities/persons in the Tata Group, for any amounts owed by an Obligor to such Affiliates of the Lender and/or entities/persons in the Tata Group, out of any excess moneys received/recovered by the Lender from the Obligors.

## 9. Other Conditions

- (a) The Borrower shall abide by all terms and conditions as specified in the Master T&Cs including without limitation general and special covenants mentioned therein, which shall form an integral part of these Terms and Conditions as if incorporated herein. In case of any inconsistency or repugnancy between the terms of these Terms and Conditions and the Master T&Cs, the terms of these Terms and Conditions shall prevail. It is hereby clarified that Clause 1.1(v) and Clause 11 as appearing in the Master T&Cs shall be deemed to be deleted from the Master T&Cs.
- (b) Nothing contained herein shall limit the rights of the Lender to enforce these Terms and Conditions independently and in exclusivity to the Facility Documents.
- (c) The Borrower hereby state that the Borrower has read and understood the Master T&Cs, a copy of which is available on the website (i.e. [www.tatacapital.com](http://www.tatacapital.com)), and hereby agree to be bound by the terms and conditions as contained in the Master T&Cs read with these Terms and Conditions.
- (d) The Borrower shall adhere to the timelines set out in the Loan details section.
- (e) Notwithstanding anything contained in the Facility Documents, the Lender may at its sole and absolute discretion, without assigning reasons, and without notice to the Borrower, cancel the Facility or any part thereof and/or demand immediate repayment of all Outstandings under/in relation to the Facility. The Lender shall intimate the Borrower regarding such cancellation.

## 10. Arbitration

If any dispute, difference or claim arises between any of the Borrower and the Lender in connection with the Facility 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:

- (a) 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
- (b) Centre for Online Resolution of Disputes having its office at F-14, 3rd Cross, Manyata Residency, Manyata Tech Park, Bengaluru – 560045
- (c) The Centre for Alternative Dispute Resolution Excellence having its office at 107C, Mulberry Woods, Janatha Colony, Carmelaram Station Road, Doddakanneli, Bengaluru -560035.
- (d) ADR E-Sarvatra Private Limited having its office at 63, Palace Road, Vasanth Nagar, Bengaluru- 560052
- (e) 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 at Chennai. 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 Borrower(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 Borrower(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 Chennai shall have exclusive jurisdiction in respect of matters arising under this Agreement including any application for setting aside the award/appeal and the Lender/ Borrower(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.

## 11. Jurisdiction

Subject to Clause 10 above, the Parties hereto agree that all disputes arising out of and/or in relation to these Terms and Conditions, shall be subject to exclusive jurisdiction of the courts/tribunals at Chennai. The Lender may, however, in its absolute discretion commence any legal action or proceedings arising out of these Terms and Conditions in any other court, tribunal or other appropriate forum and the Borrower hereby consents to that jurisdiction.

## 12. Miscellaneous Terms

- (a) This Terms and Conditions is the Specific Agreement as referred to in the Master T&Cs.
- (b) The Borrower hereby agree that this is a legally binding document between the Borrower and the Lender.

### Loan details section

Type of Charges	Charges
Non Refundable Processing Charges	____ % of the Facility amount
Payment Instrument swapping	Rs. 550/-
Dishonour Charges	Rs. 600/- for every Cheque/ Payment Instrument Dishonour
Mandate rejection service charges	Rs. 450/- (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.)
Annual Maintenance Charges (Dropline facility)	0.25% or Rs.1000/- whichever is higher per year will be levied at the end of the 13 <sup>th</sup> month and annually thereafter.
Cancellation charges	2% of the Facility amount

	OR Rs. 5750/- Whichever is higher
Duplicate Repayment Schedule	Rs. 550/-
Duplicate NOC	Rs. 550/-
Outstation collection charges	Rs.100 /- + GST per repayment instrument
Statement of Account (SOA)	Customer portal – Nil Branch walk in – Rs. 250 /-
Foreclosure Letter Charge	Customer portal – Nil Branch walk in - Rs 199/-
Additional Interest /Penal interest/ Overdue charges / late payment charges	Up to 2.00% per month over and above the prevailing interest rate
Legal charges	As per actuals
<b>Part Prepayment / Prepayment / Foreclosure Charges</b>	<b>Lock-in Period:</b> 6 months from the date of first disbursement
	<b>Part Prepayment:</b> (a) Part Prepayment is allowed once per year and the minimum gap between two part prepayments to be six months. (b) A maximum of 25% of the principal outstanding is allowed by way of part prepayment during a single year. (c) A part prepayment charges of 2.5% + applicable taxes shall be applicable on amount over and above 25% of principal outstanding (d) No part payment is allowed during the Lock-in period (e) Minimum Part prepayment amount to be greater than or equal to 2 months EMI.
	<b>Foreclosure charges on the Initial Facility:</b> (a) 4.5% on the principal outstanding at the time of foreclosure + GST (b) In case the Borrower forecloses the Facility within 6 months after doing part prepayment, foreclosure charges of 4.5% + Applicable taxes will be levied on the principal outstanding plus part prepayment amount. (c) Any prepayment/foreclosure made during the Lock-in period will attract additional 2% over and above the prepayment/foreclosure charges mentioned in (a) above + applicable taxes on the principal outstanding at the time of foreclosure
	<b>Foreclosure charges on Top Up/Additional Facility:</b> (a) 2.50% on the principal outstanding at the time of foreclosure + GST (b) Foreclosure charges shall be levied only if new rate is lower than existing rate. (c) Any prepayment /foreclosure made during the Lock-in Period will attract prepayment/foreclosure charges of 4.5% + applicable taxes on the principal outstanding
	<b>Foreclosure Charges in Dropline Facility:</b> (a) 4.5% on the Dropped down limit amount + GST

	(b) Any prepayment /foreclosure made during the Lock-in Period will attract additional 2% over and above the prepayment/foreclosure charges mentioned in (a) above + applicable taxes on the Dropped down limit			
Other charges	As stipulated in the Most Important Terms & Conditions and as amended from time to time			
	(GST, other Government taxes and levies as applicable, will be levied on all fees and charges)			
Timelines	<b>Sr. No.</b>	<b>Conditions</b>	<b>Relevant provisions of the T&amp;Cs</b>	<b>Timelines</b>
	(a)	End use certificate shall be provided by the Borrower to the Lender	Clause 2(C)(i)	Within 30 days
	(b)	Fresh Payment Instruments shall be delivered by the Borrower to the Lender	Clause 5.14 and/or Clause 5.18	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 Borrower to the Lender	Clause 5.25.5	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 Borrower 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	Clause 5.25.5	Within 90 days
	(e)	TDS refund claim will not be entertained by the Lender	Clause 5.25.6	after the 30 days of the succeeding financial year
	(f)	Credit of the TDS amount may be requested by the Borrower by furnishing of the TDS certificate	Clause 5.25.9	not later than 60 days of the succeeding financial year
	(g)	Joint and several liability of the Borrower to indemnify and keep the Indemnified Person(s) indemnified and harmless	Clause 11	within 15 days from the date of demand

#### Notes

- The fees/charges indicated above are subject to revision at Lender's discretion from time to time.
- In case of Fixed Loans, the Foreclosure/ Part payment norms will be applicable as per the status of the loans as on day.
- In case of Semi-Fixed Loans (fixed for initial period and then floating), the Foreclosure/ Part payment norms will be applicable as per the status (fixed/floating) of the loans as on day.