

Dear	App	licant,
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We are pleased to welcome you to the Tata Capital Family!

Pursuant to your Loan Application, kindly find enclosed the below documents pertaining to your Loan/ Facility:

- a) Personal Loan Agreement
- b) Key Fact Statement

Thank you,

Yours truly,

**For Tata Capital Limited** 

	For Tata Capital Limited
Signed and delivered by the within named Lender	
Tata Capital Limited	
by the hands of its Authorized Signatory/	
Constituted	
Attorney Mr Deepak Aggarwal	
	Authorised Signatory/ies

# **TATA CAPITAL LIMITED**

#### AGREEMENT FOR PERSONAL LOAN

This agreement for Personal Loan (this "Agreement") is executed at the place and on the date as mentioned in Annexure 1 hereto respectively:

#### **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 Annexure 1 hereto (the "**Obligors**", which term shall, unless repugnant to the context be deemed to include the persons as mentioned in the Master Terms and Conditions registered as registered as Document No. BBE-5/15927/2023 on October 30th, 2023 with the Sub-Registrar at Mumbai City - 5 ("**T&Cs**") of the **Other Part** 

#### WHEREAS:

- (a) The Obligors have approached the Lender with a request to grant the Initial Facility as set out in Annexure 1 hereto, to the Borrower for the Purpose as mentioned in Annexure 1 hereto, and the Lender has agreed to lend to the Borrower the Initial Facility on certain terms and conditions contained herein and the T&Cs.
- (b) The Obligors have further requested the Lender to grant an additional top-up facility of the amount set out in Annexure 1 hereto ("Additional Facility"), also for the Purpose. Based on the request of the Obligors, 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 Obligors meeting the credit and other criteria of the Lender, the Obligors shall be entitled to such amounts not exceeding the amount of the 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.
- (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 the Additional Facility and unless repugnant to the context, references to the term 'Facility' in the 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 Obligors (as more particularly stated in the Facility Documents).

#### 1. Definitions & Interpretation

- (a) Capitalised terms wherever used in this Agreement, unless the context otherwise requires, have the meanings ascribed to them in the T&Cs.
- (b) The rules of interpretation as set out in the T&Cs shall apply mutatis mutandis to this Agreement.

#### 2. Facility

- (a) The Borrower agrees to borrow, and the Lender agrees to grant to the Borrower, the Facility, being the amount as specified in Annexure 1 hereto, on terms and conditions contained herein and the T&Cs for the Purpose as stated in Annexure 1 hereto.
- (b) The Borrower shall not be entitled to cancel or refuse to accept Disbursement of the Facility, 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. Further, such cancellation shall take effect only when the Obligors have paid to the Lender the Outstanding's in full to the Lender's satisfaction.
- (c) In case of a Hybrid Term Loan Facility, the Maximum Credit Facility may be granted by the Lender as a Dropline Facility, Fixedline Facility or a combination of the above at the discretion of the Lender as specified in Annexure 1 hereto.
- (d) In case Dropline Facility is applicable, the Maximum Credit Facility shall be reduced, from time to time, by such percentage or amount as specified in Annexure 1 hereto on such frequency/ completion of such tenure of the Facility, as more particularly set out in Annexure 1 hereto.
- (e) In case Fixedline Facility is applicable, only the Interest as specified in Annexure 1 shall be payable by the Borrower for the tenure of the Fixedline Facility, as per the terms and conditions set out in the Facility Documents.

### 3. Repayment and Interest

(a) The Instalments and all other Outstanding's from time to time shall be paid/repaid by the Obligors on or before the respective Due Dates in accordance with the Repayment Schedule as set out in Annexure 1 hereto. 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.
- (b) Without prejudice to the rights of the Lender under the Facility Documents, the Interest shall be payable currently at the rate set out in of Annexure 1 and the Interest shall be computed, in case of Fixedline Facility, on the future principal balance of the Facility on the basis of a 360 days' year and 30 days' month and actual number of days elapsed. In case of Dropline or Hybrid Term Loan Facility, Interest shall be computed on the future principal balance of the Facility (to the extent of the amount of the Facility drawndown by the Borrower) on the basis of 365 days' year and actual number of days elapsed.

#### 4. Penal Charges

In case of default by the Obligors in the repayments of the Facility 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 in Annexure 1 hereto, for the period during which such default continues.

#### 5. Prepayment

The Obligors may be permitted to make part or full prepayment of the Outstanding 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.

#### 6. Costs and Expenses

The Obligors shall be liable to pay Dishonour Charges and such other charges, costs, expenses related to and arising out of Facility 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 (<a href="www.tatacapital.com">www.tatacapital.com</a>) 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. The Obligors shall be liable to pay the Processing Fee set out in Annexure 1 hereto in respect of the Initial Facility as also the Additional Facility.

#### 7. 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.

#### 8. Other Conditions

- (a) It is hereby clarified that all references to the term "Penal Interest" shall be substituted with "Penal Charges" in the T&Cs.
- (b) It is hereby clarified that all references to the term "Maximum Credit Limit", "Revolving Facility", "maximum principal limit", "dropline limit" and "limits" shall be substituted with and be read as "Maximum Credit Facility", "Hybrid Term Loan Facility", "maximum principal facility", "dropline facility" and "Facility" respectively, in the T&Cs
- (c) 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.
- (d) It is hereby clarified that clause 4.2 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."
- (e) It is hereby clarified that clause 14.1.1 of the T&Cs shall be substituted with the following clause: "The Obligors shall provide to the Lender, such details, documentary evidences and information as may be required by the Lender under its know your customer norms, and shall clear the requisite post-sanction checks"
- (f) It is hereby clarified that the following clause shall be added as clause 14.1.4 of the T&Cs: "No factors or events shall come to light based on which the Lender finds that the Obligors do not or have ceased to meet the requisite parameters to be eligible for the Facility."
- (g) It is hereby clarified that in Clauses 16.1.1 to 16.1.3 of the T&Cs, the phrases "any of its Affiliates and to any member of Tata group or" and "or any member of Tata group" shall stand deleted. Furthermore, in Clauses 16.1.4 and 16.3, references such as "service providers or professional advisers of a member of Tata group," "its various

- service providers or agents," "service provider of the Lender and its associates, affiliates and/or group companies," and "service providers" shall be substituted with the term "entities with which the Lender has service arrangements."
- (h) 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.
- (i) Nothing contained herein shall limit the rights of the Lender to enforce this Agreement independently and in exclusivity to any other Facility Documents.
- (j) 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. <a href="www.tatacapital.com">www.tatacapital.com</a>) 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.
- (k) The Obligors shall adhere to the timelines set out in Annexure 1 hereto.
- (I) The Obligors agree that the Additional Facility shall be governed by this Agreement read with the T&Cs although the Additional Facility may be allotted a different contract number in the records of the Lender.
- (m) 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.
- (n) The Obligors declare 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.
- (o) 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.
- (p) 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 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.
- (q) 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.
- (r) 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.
- (s) 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.
- (t) 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.
- (u) 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.
- (v) 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.
- (w) Gross cases: Provisions with respect to Tax Deducted at Source ("TDS"):
  - i. 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.
  - ii. However, TDS refund claim will not be entertained by the Lender after 25th of July of the succeeding Financial Year.
  - iii. 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.
  - (x) Net off TDS cases: Provisions with respect to Tax Deducted at Source ("TDS")
    - i. 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
    - ii. 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.
    - iii. 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.
    - (y) 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:**

- (a) 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.
- (b) 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.
- (c) 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.
- (d) 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.

#### 9. Arbitration

If any dispute, difference or claim arises between any of the Obligors 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, Carmeleram Station Road, Doddakanneli, Bengaluru -560035.
- (d) ADR E-Sarvatra Private Limited having its office at 63, Palace Road, Vasanth Nagar, Bengaluru- 560052;
- (e) Madras Alternate Dispute Resolution Centre (MADRC), having its office at C-40, 2nd Floor, 2nd Avenue, Anna Nagar West, Chennai-600040;
- (f) Lex Carta Private Limited (Just Act), having its office at T4, 7th Street, Dr VSI Estate Phase 2, Thiruvanmiyur, Chennai,—600 041.
- (g) The Madras Chamber of Commerce & Industry (MCCI), having its office at "Karumuttu Center",1st Floor, 634, Anna Salai, Chennai 600 035.
- (h) Delhi International Arbitration Centre (DIAC), Delhi High Court Campus, Shershah Road, New Delhi 110503.
- (i) Indian Council of Arbitration, (ICA) Room No. 112, 1st Floor, Federation House, Tansen Marg, New Delhi 110 001.
- (j) 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 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 hereunder 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.

#### 10. Jurisdiction

Subject to the clause 9 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 Annexure I 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.

### 11. Miscellaneous Terms

- (a) This Agreement is the Specific Agreement as referred to in the T&Cs.
- (b) 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 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.
- (c) 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.
- (d) The Lender may utilize the services of recovery/ collection agents for collection of amounts in relation to the Facility.
- (e) The Obligors may follow the below grievance redressal procedure in case of any grievances pertaining to their loan facility:

a. Level 1	To redress their grievances, the Obligors may write to <a href="mailto:customercare@tatacapital.com">customercare@tatacapital.com</a> 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.
b. 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.

c. 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.
d. 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

# IN WITNESS WHEREOF THE PARTIES HERETO HAVE EXECUTED AND HEREUNTO SIGNED THESE PRESENTS ON THE DAY, MONTH AND YEAR FIRST HEREINABOVE WRITTEN

Signed and delivered by the within named <b>Lender</b>	For <b>Tata Capital Limited</b>
Tata Capital Limited	
by the hands of its Authorized Signatory/ Constituted	
Attorney Mr Deepak Aggarwal	
	Authorised Signatory/ies
Signed and delivered by the within negating ROPPOWER/S	PORPOWER /C CICNATURE
Signed and delivered by the within named BORROWER/S	BORROWER/S SIGNATURE
Mr./Ms./M/s. Gandeed Venugopal Rao	
through the hands of its Authorised Signatory/s	
Mr./MsDeepak Aggarwal	
and Mr./Ms	
Signed and delivered by the within named CO-BORROWER/S	CO-BORROWER/S SIGNATURE
Mr./Ms./M/s	
through the hands of its Authorised Signatory/s	
Mr./Ms	
and Mr./Ms	

## **ANNEXURE 1**

## Part A

1	Place of Execution	Hyderab	oad		
2	Date of execution	26/07/20	025		
3	Name of Regulated Entity (RE)/ Lender	Tata Cap	pital Limited (TCL)		
4	Details of the	a)	Name of Borrower	Gandeed Venugopal Rao	
	Borrower/s and Co- Borrower/s	b)	Constitution	Individual	
	DOFFOWER/S	c)	Address	H No 8 1 116 5 1 Nirmal Nagar Colony Karmanghat Karmang	hat K v Rangareddy Telangana I
		a)	Name of Co-	ndiaHyderabadTelangana500079	
		,	Borrower		
		b)	Constitution		
		c)	Address		
5	Purpose	OTHER	S		
6	Moratorium period				
	(if any)				
7	Place of Arbitration	Delhi / k	Kolkata / Chennai / Ko	chi	
	(Tick, whichever is applicable)				
8	Jurisdiction	Delhi / k	Kolkata / Chennai / Ko	chi	
	(Tick, whichever is	Denny 1	tolkata / Chemiai / Ro		
	applicable)				
9	Timelines	Sr. No		Conditions	Timelines
		(a)		shall be provided by the Obligors to the	Within 30 days from intimation
			Lender		from the Lender
		(b)	Fresh Payment Inst to the Lender	ruments shall be delivered by the Obligors	Within 7 days
		(c)	TDS certificate in th	ne Form No. 16A of the IT Act downloaded	Within 45 days from the end of
			from the TDS Recor	nciliation Analysis and Correction Enabling	the relevant quarter in which tax
			, , ,	website shall be provided by the Obligors	is deducted and within 75 days
			to the Lender		from the end of the last quarter of the financial year
		(d)	An amount equivale	ent to the TDS amount paid by the	Within 90 days
		(α)	•	funded to the Borrower by the Lender	within 30 days
				TDS certificate and subject to compliance	
				stipulated in the relevant provision of the	
			T&Cs.		
		(e)	TDS refund claim w	ill not be entertained by the Lender.	After the 30 days of the succeeding financial year
		(f)		mount may be requested by the Obligors	Not later than 60 days of the
			by furnishing of the		succeeding financial year
10	Other Terms and			the month have not been paid by the due da	9
	Conditions	1		ntitled to withhold/ cancel fresh drawdown	•
			•	til the Borrower pays the entire dues. Furthe e Borrower will be required to submit 6 mor	·
			•	to the Lender, to evaluate the Borrower's re	
				e at the sole discretion of the Lender	and the second s
11		400.00.0	237.252:50217		
	IP Address	103.88.2	237.252.50217		

## Part B

# **Key Facts Statement**

# Part 1 (Interest rate and fees/charges)

1	Loon	proposal/					т.	pe of Loan	
-	-	nt No. / Unique	453PZ8805912_2	0607 1104			' '	/pe or Loan	Personal Loan
		osal Number	455FZ000591Z_Z	.007_1104					l ersonal Loan
2		ioned Loan							
2		nt (in Rupees)	Rs. 1510099						
3	Disbu	rsal Schedule							
	(i) Dis	bursement in							
	stages	s or 100%							
	upfro	nt.	100% Upfront						
	(ii) If i	t is stage wise,	100 % Opilon						
	menti	on the clause of							
	loan a	greement having							
	releva	nt details							
4	Loan	Term	00 11						
	(year	/months/days)	60 months						
5		ment details							
		instalments	Number of EPIs	EPI (₹)				ommencement of Re	epayment, post sanction
	Type of	mstannents	Number of Eris	LIT(4)			C	ommencement of Re	spayment, post sanction
Monthl	lv		60	Rs. 34359			Λ3	/09/2025	
6	-	oct rato (%) nor	00	113. 07000					
0		est rate (%) per	12.00.0/					terest Type (fixed	Fixed
	annur		13.00 %					r floating or vbrid)	Fixed
	A al -111	ional Info	n according to	to of intoxt			n	yuriaj	
7			n case of Floating ra		I n			1	
Refere		Benchmark	Spread (%) (S)	Final rate (%) R	Reset				n the reference benchmark (for
Bench	mark	rate (%) (B)		= (B) + (S)	period	•		25 bps change in '	R', change in:)
					(Montl				
					В	S		EPI (₹)	No. of EPIs
NA		NA	NA	NA	NA	NA		NA	NA
8	Fee/ 0	Charges							
			Payable t	to TCL (A)			Р	ayable to a third par	ty through TCL (B)
			One-time/	Amount (in ₹)	One-ti	me/R	ecu	rring	Amount (in ₹) or Percentage
			Recurring	or Percentage					(%) as applicable
				(%) as					
				applicable					
(i)	Proce	ssing fees	One-time	Rs.11250	NA				NA
			One-time	NS.11230	INA				INA .
(ii)	Insura	nce charges							
a)	l ife In	surance							
۵,	Premi		NA	NA					
b)		ral Insurance							
5)	Premi		NA	NA					
c)		h Insurance			1				
۲)	Premi		NA	NA					
/:::\		tion fees			1				
(iii)	valua	uon rees	NA	NA	NA				NA
(iv)	Any o	ther							
. ,			1	I	<u> </u>				
<u> </u>	-	_							
a)	Stamp	Duty	NA	NA	One-tir	ne			Rs. 3100
		,	NA	NA	One-tir	ne			Rs. 3100
a) b)	Broke	n Period	NA One-time	NA Rs. 3817	One-tir	ne			Rs. 3100 NA
b)	Broke Intere	n Period est*				ne			
	Broke Intere	n Period est* essist Plan							
b)	Broke Intere One A Amou	n Period est* sssist Plan ent	One-time	Rs. 3817	NA				NA
b)	Broke Intere One A Amou	n Period est* essist Plan	One-time	Rs. 3817	NA	ne			NA
b)	Broke Intere One A Amou	n Period est* sssist Plan ent	One-time	Rs. 3817	NA One-tir	ne			NA Rs. 6440

f)	TATA AIG 360 Amount	NA	NA		NA		NA
g)	Annual Maintenance Charges for PL (Dropline Facility) **	NA	NA		NA		NA
h)	Documentation Charges	NA	NA		NA		NA
9	Charges Annual Percentage Rate (APR) (%)	13.90 %					<u> </u>
10	Details of Contingent Ch	l arges (in ₹ o	or %. as applica	ble)			
(i)	Penal charges, if any, in case of delayed payment	For defau		of interest and	d/ or principal amou	ınts – 3% per moı	nth on defaulted amount
(ii)	Other penal charges, if any						
a)	For Dishonour of Cheque/ Payment Instrument/ Mandate	Rs. 600/-	per instrument	t per instance			
b)	For Mandate Rejection				te form is not regist 's bank for any reas		rys from the date of rejection of
(iii)	Foreclosure charges, if applicable	a) With form form form form with form form form form form form form form	eclosure er 12 months of eclosure re Charges in D hin 12 months time of foreclo er 12 months of e of foreclosure ayment: part prepayme ing the entire lo hin 12 months	of the date of f  Propline Facili of the date of sure f the date of fe  In the first distance of the fi	first disbursement - 4  ty: first disbursement - 4  irst disbursement - 4  all be applicable on particular and severe and	4.5% on the princi - 6.5% on the drop 4.5% on the dropp payment of up to	
		d) For	part prepayme	nt on Droplin	ursement - 4.5% of e Facility (Hybrid Ter cable only if the faci	rm Loan), part pre	epayment charges as mentioned
(iv)	Charges for switching of loans from floating to fixed rate and vice versa	NA					
(v)	Any other charges						
a)	Cancellation Charges	Rs. 5750/	Loan Amount/ - er is higher	Facility amou	nt OR		
b)	Statement of Account		Portal – Nil				
<u> </u>	(SOA)		alk-in – Rs. 250,				
c)	Switch Fee (Without Top Up)		Outstanding of Outstanding gre	•	•		
d)							

<sup>\*</sup>Broken Period Interest (BPI) – BPI will not be a deduction from the loan amount disbursed to the customer and, therefore, will not be considered for computing the Net disbursed amount (Serial No. 7 of the template on 'Computation of APR'). However, the BPI will be considered for Computation of APR.

Annual Maintenance charge will not be a deduction from the loan amount disbursed to the customer and, therefore, will not be considered for computing the Net disbursed amount (Serial No. 7 of the template on 'Computation of APR'). However, the same will be considered for Computation of APR.

<sup>\*\*</sup> Annual Maintenance Charges for PL (Dropline Facility): 0.25% on Dropline amount or Rs.1000, (whichever is higher); the said charges will be levied in the month immediately following a 12 month period (e.g. 13<sup>th</sup>, 25<sup>th</sup>, 37<sup>th</sup> month, etc. till the end of the loan tenure) and the same will be collected along with the EPI for the respective month.

# Part 2 (Other qualitative information)

1	Clause of Loan agreement relati	ng to engagement of		Please refer t	o the Cla	ause 11(d)/11(c) in the Specific
'	recovery agents	rig to erigagement of				d Conditions respectively, as applicable.
	l recovery agents			-		te the services of recovery/ collection agents
						ts in relation to the Facility."
2	Clause of Lean agreement which	h dotails griovance				
4	Clause of Loan agreement whic redressal mechanism	n details grievance				use 11(e)/11(d) in the Specific Agreement/
	redressal mechanism			Terms and Co	naitions	respectively, as applicable.
				/ O. I.		
						ow the below grievance redressal procedure
						es pertaining to their loan facility:
						their grievances, the Obligors may write to
						pital.com or call on the customer care
						O. The Obligors will receive an
				_		oonse within 2 business days of receiving their
				communication	on.	
						ors are not satisfied with the resolution
						ching Level 1, they may enter their level 1
				-		he box provided on the website and submit.
						sage to Customer Redressal Officer who will
				-	ing your	concern within 7 business days of the
				message.		
				a l aval 2. lf i	ha Ohlia	are are still not satisfied with the resolution
					_	ors are still not satisfied with the resolution
						ting the officials as specified in Level 1 and
						are requested to kindly enter the level 1
						the box provided on the website and submit.
						sage to Chief Customer Redressal Officer who
						he concern. The Obligors will receive a
				resolution wi	טט כ ווווו	isiliess days.
				d In case the	Obligars	' complaint has not been addressed to their
						wing all the above steps, they can approach
						nan through the link below.
				Danking NDI C	mbuusii	ian through the thik below.
				Link: https://	ms rhi o	rg.in/cms/indexpage.html#eng"
3	Phone number and email id of t	he nodal grievance		Name		ancyna Dias
'	redressal officer	ne nodat grievance		Phone No		676060
	redressat officer			Email ID		croretail@tatacapital.com
				Linaitib	3011101	a or etaketatacapitat.com
4	Whether the loan is, or in future	maybe, subject to			1	
	transfer to other REs or securitis			Yes		
5	In case of lending under collabo	rative lending arrangen	nents	(e.g., co-lending	g/ outsou	rcing), following additional details may be
	furnished:					
Nar	me of the originating RE, along	Name of the partner	RE alo	ong with its prop	ortion	Blended rate of interest
	with its funding proportion	0	f fund	ling		
NA		NA				NA
6	In case of digital loans, following		may be	e furnished:		
(i)	Cooling off/look-up period, in te					
	approved policy, during which b		3 da	ys from the date	of loan o	disbursal
	charged any penalty on prepay					
(ii)	Details of LSP acting as recovery		NIA			
	authorized to approach the borr	ower	NA			
-						

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.
- Broken Period Interest amount and 1st EMI date depend on the Disbursement Date and the final figures would be mentioned in the Welcome Letter.
- The 1<sup>st</sup> due date depends on the disbursement date and the same would be mentioned in the Welcome Letter.
- Interest for the Broken period (BPI)/ Pre-Monthly Instalment Interest (PMII) would be collected as a part of the Interest portion of the first EMI and the differential amount of EMI would be collected at the end of the tenure.
- 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.
- Hybrid Term Loan / Dropline Facility:

**Type of Facility Opted** If Hybrid Term Loan Facility, then

Maximum Credit Facility Rs.

- o Disbursement would be post deduction of processing fee, insurance charges and any other applicable charges.
- Under this facility, the customer is required to pay interest on the amount utilized for the first 12 months (or as may be applicable). Drop Down will start from the 13<sup>th</sup> month (or as may be applicable) onwards. The principal due amount as applicable along with the interest on the amount utilized would be repaid by the Borrower/s on the due date as applicable of every month.
- Any revision in charges shall be updated by the Lender on its website (www.tatacapital.com) or otherwise intimated to the Borrowers.

# Additional Details about the Facility

		☐ Flexi Facility (Combination of Fixedline + Dropline) of whmonths.	ich Fixedline tenure of
	c)	Frequency at which the Maximum Credit Facility shall be reduced to the control of	eed: Monthly
	d)	Amount by which Maximum Credit Facility shall be reduced	Maximum Credit Facility: Rs.
		on the frequency specified in (c) above:	Remaining Tenure:
ease refer t	to the pr	ivacy policy on: ital.com/content/dam/tata-capital/pdf/footer/Pri	
ttps://www SP Details:	to the pr .tatacapi Please c	ivacy policy on: ital.com/content/dam/tata-capital/pdf/footer/Prictick on the link below. tal.com/partners.html	