

Two Wheeler Loan Application - Terms & Conditions

1. This application is not for citizens, residents, persons, or entities accessing from the European Union and no services shall be provided to any person or entity in the European Union.
2. This Application shall not be construed to imply automatic approval of your loan / facility by Tata Capital Limited.
3. The sanction of the loan, loan amount and disbursement are at the sole discretion of the company and no commitment has been given regarding the same.
4. The Loan facility shall be disbursed by the Company to the applicant/s and/or such other person as instructed by the applicant and the amount disbursed by the Company to such person shall be valid binding and effectual discharge from the applicant/s.
5. The Terms and Conditions mentioned above are an indicative list of terms and conditions of our loan products. These Terms and Conditions are further described in other financing documents (such as Specific Agreements, Master Terms and Conditions, other loan documents) under relevant sections / schedules and therefore should be read in conjunction with such financing documents. Please also visit the Company's website www.tatacapital.com for the Fair Practices Code and Policy for determination of Interest Rates, Processing and other charges adopted by the Company.
6. Interest for the Broken period (BPI)/ Pre-Monthly Instalment Interest (PMII) would be collected as a part of the last EMI at the end of the tenure.
7. I/We hereby understand that TCL may, if required, seek information or documents in addition to what is mentioned in its KYC-PMLA Policy and I/We hereby consent to the same and agree to provide such information or documents.
8. I /We hereby declare that the mobile number as submitted by me/us in this application is the same as the one available and registered with the Unique Identification Authority of India ("UIDAI"). I / We undertake to inform the Company of any changes therein, immediately.
9. I/We hereby represent that the Company can contact the references provided by me/us for my/ our reference check or in case the I/We or any of us is/are not reachable/contactable for any reason and that the references have consented to the same.
10. This Application should not be construed as giving rise to any binding obligation on the part of the Tata Capital Limited to provide the financial assistance/ facilities opted for by the applicant.
11. In case any of the above information is found to be false or untrue or misleading or misrepresenting, I /We am / are aware that I may be held liable for it.

Undertakings and Declarations

1. I / We declare that I / We am / are not citizens, residents, persons, or entities accessing from the European Union.
2. I/We declare that no cash/ bearer cheque has been collected from me/ us upfront or otherwise towards processing of this Loan Application by any executive/ representative of the Company. All payment instruments being issued for the purpose of this loan application/ loan payments/ repayment must be issued in favour of the Company only.
3. I/We declare that all the details furnished in this application are true, correct and up to-date in all respects and that I/We have not withheld any information whatsoever. I / We undertake to inform the Company of any changes therein, immediately.
4. I/We confirm that my/our annual household income is more than Rs.3 lakhs, and therefore, my borrowing under the Loan Facility does not qualify to be treated as a microfinance loan.
5. I/We hereby confirm that no insolvency proceeding or suits for recovery of outstanding dues or monies whatsoever or for attachment of my/ our assets or properties, and/ or any criminal

proceedings have been initiated and/ or are pending against me/ us and that I/We have never been adjudicated insolvent by any court or other authority nor has any receiver, administrator, administrative receiver, trustees or similar officer been appointed for my/our assets.

6. I/We understand and acknowledge that the Company shall have the absolute discretion, without assigning any reasons (unless required by applicable law), to reject my/ our application and that the Company shall not be responsible/liable in any manner whatsoever to me/us for such rejection or any delay in notifying me/us of such rejection and any costs, losses, damages or expenses, or other consequence caused by reason of such rejection, or any delay in notifying me/us of such rejection of our application.
7. I / We understand and am aware that the payment of processing fee (if any) is a pre-requisite together with this loan application. The charges paid to the Company towards out-of-pocket expenses and / or log-in / processing fees are non-refundable to me / us and upon the application being withdrawn by us or being rejected by the Company for any reason whatsoever, we will not be entitled for refund either in part or in full.
8. Processing fee along with applicable taxes/ Insurance Premium (in case I have opted for insurance cover) will be deducted from the disbursement amount and the amount disbursed shall be net of fee/ charges/ premium amount.
9. Government Taxes, Stamp duty and other statutory charges will be as per applicable laws.
10. No Discount/free gift or any other commitment whatsoever are made /binding except what is documented in the loan agreement or any other finance document.
11. I / We hereby confirm and duly undertake that the loan is being taken for purpose as stated in the application. I / We also confirm that I / We shall not use the loan for any improper/illegal or unlawful purpose/ activities.
12. I/We have been Informed that incomplete/ defective application will not be processed, and the Company shall not be responsible in any manner for the resulting delay or otherwise. The Company may request for additional documents other than those collected with the application.
13. I/We hereby provide our consent to the Company to obtain and / or submit my / our information from / to Credit Information Company and/or information utility and/or such institution set up under the provisions of law from time to time, as and when required. I/We also authorize the Company to carry out multiple bureau checks wherever required.
14. The loan terms as sanctioned are valid for a period of 30 days only. In case of delay beyond 30 days in accepting the loan offer for whatsoever reasons, there may be revision/s in the loan terms, and you are requested to kindly seek clarifications, if required.
15. The Company has adopted the Tata Code of Conduct ("TCoC") and all our employees and representatives are bound by the same. A copy of the TCoC is available on 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.
16. The Company /its Group Companies reserve the right to retain the photographs and documents submitted with the application and will not return the same to me / us.
17. I / We hereby consent to voluntarily submit to the Company at my / our own discretion, the physical copy of Aadhaar card / physical e-Aadhaar / offline electronic adhaar xml as issued by the Unique Identification Authority of India ("UIDAI") after masking the Aadhaar number for the purpose of establishing my / our identity / address proof in line with the Directions / guidelines issued by the Regulatory and Statutory bodies from time to time. I / We further give my / our consent to the Company for verification of my / our Aadhaar to establish the genuineness in such manner as permitted by UIDAI or under any law from time to time. I/ we

have understood/ been made aware of the purpose and consent of collecting Aadhaar. The Company has informed me / us that my / our Aadhaar submitted to the Company shall not be used for any other purpose other than as per the requirements of law.

18. I/We understand that the purchase of any insurance products is purely voluntary and is not linked to availment of any other facility from the Company.
19. I/ We hereby consent to the Company to carry out the KYC and other requisite checks by such processes as may be permissible under law including verification of documents or details submitted for KYC purpose, accessing and procuring data from databases maintained by statutory or other authorities constituted by law, for the purpose of granting the Loan Facility referred in this Application.
20. More particularly, I/ We hereby consent to the Company updating/furnishing my/our 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 my/our 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 Company may also verify the data in such manner as it deems fit and seek additional information or perform enhanced due diligence. I consent to receive information/intimation from the Company/CKYCR through SMS/Email on the above registered number/Email address notwithstanding my/ our names and / or numbers appearing in the Do Not Call or Do Not Disturb registry.
21. RELATIONSHIP DECLARATION (if any with a Director/ Senior Officer of Tata Capital Limited)
Relationship of the Applicant

Declaration

I am a Director/ relative of a Director of Tata Capital Limited or we are a firm in which any Director/ relative of a Director of Tata Capital Limited is interested as a partner/manager/employee/ guarantor or we are a company in which any Director/relative of a Director of Tata Capital Limited is interested as a major shareholder, director, manager, employee or guarantor.

Yes No

I/we am/are a senior officer(s)/ relative of a senior officer of Tata Capital Limited.

Yes No

22. **I/We hereby declare that I/We have understood and read the terms & conditions given above.**
23. In case any of the information provided in this application is found to be false or untrue or misleading or misrepresenting, I /we am / are aware that I may be held liable for it. Further TCL shall also be entitled to revoke and/ or recall the credit facility at its sole discretion.
24. I/We hereby consent to receiving information from Central KYC Registry through SMS/ Email on the above registered number/ Email address.
25. Yes, I/We hereby expressly authorize the Company to send me/ us communications regarding Insurance products of the Company through any of the modes of communication referred above.
26. I / We expressly authorize/consent to the Company, its group companies and other companies within the Tata group, its various service providers or agents, to contact me / us, through e-mails, telephones, messages, SMS, Whatsapp or other applications or otherwise even if my / our names appear in the Do Not Call or Do Not Disturb Register to inform me / us about the marketing schemes, promotional schemes, various financial and other products and/or offerings of other services, loyalty programs or any other aspect offered by them. I / We agree that this consent shall continue to be valid even if the loan applied for has been rejected or closed.

27. I / We authorize the Company and all its group companies, their agents and service providers to exchange, share or part with all the information and details (including personal sensitive data or information and any information that requires a consent under the Information Technology Act, 2008 and/or any other statute) relating to my/our existing loans and/or repayment history to other group companies, bank, financial institutions, credit bureaus, information utilities, agencies, statutory bodies etc. as may be required or as they may deem fit and shall not hold the Company or any of its group companies or its agent/representatives liable for use/sharing of this information.