

Personal 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 Form shall not be construed to imply automatic approval of your loan / facility by Tata Capital Limited ("the Company"). The sanction of the loan, loan amount and disbursal are at the sole discretion of the company and no commitment has been given regarding the same.
3. 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.
4. Payment of non-refundable processing fee is a pre-requisite together with this loan application form.
5. Wherever PAN is not available, Form-60 is to be provided.
6. 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.
7. This Application Form 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.

Please also visit the Company's website www.tatacapital.com for the Fair Practices Code and Policy for determination of Interest Rates, Processing Fees and Other Charges adopted by the Company.

Declarations

1. I/We certify that I/ We are citizens of India. 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 Form by any executive/ representative of the Company. All payment instruments being issued for the purpose of this loan application/ loan payments/ repayment have to be issued in favour of the Company only.
3. I/We declare that all the details furnished in this application form 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 Tata Capital Limited ("The Company"/ "TCL") of any changes therein, immediately.
4. I/We hereby confirm and duly undertake that the loan is being taken for the purpose as stated in the Application Form. I/We also confirm that the loan is not being used for investment in stocks and shares, speculative activities or any purposes linked to capital market activities/ illegal activities.
5. 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.
6. 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.
7. 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 application 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.
8. I/We understand and am aware that 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.
9. 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.
10. Government Taxes, Stamp duty and other statutory charges will be as per applicable laws.
11. 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.
12. 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.
13. 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.
14. 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 authentication/ 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 form.

15. 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.
16. 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.
17. 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.
18. 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.
19. 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.
20. 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.
21. 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 form.
22. More particularly, I/ We hereby consent to the Company updating/furnishing my/our KYC data on the Centralized 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.
23. I/We am/ are aware of the Fair Practices Code and Policy for determination of Interest Rates, Processing and other charges adopted by the Company which are placed on the Company's website www.tatacapital.com.
24. 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.
25. 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 Aadhaar 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. The consent and purpose of collecting Aadhaar has been explained to me/ us in local language. 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.
26. I/We declare that am/ we is/ are not a Director/ relative of a Director of TCL or we are not a firm in which any Director/ relative of a Director of TCL is interested as a partner/ manager/ employee/ guarantor or we are not a company in which any Director/ relative of a Director of TCL is interested as a major shareholder, director, manager, employee or guarantor. I/we am/are also not a senior officer(s)/relative of a senior officer of TCL. If the declaration is found to be false, then TCL will be entitled to revoke and / or recall the credit facility.
27. The applicant(s) represent(s) that Tata Capital Limited can contact the references provided by the applicant(s) for reference check of the applicant(s) or in case the applicant(s) or any of them is/are not reachable/contactable for any reason and that the references have consented to the same.
28. In case any of the information provided in this application form 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.
29. 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, rating agencies, information utilities, agencies, service providers, governmental/ regulatory authorities/ statutory bodies etc. for KYC information verification, credit risk analysis or for other related purposes as maybe 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. To the extent permissible under applicable laws, I/We waive the privilege of privacy & privity of contract.
30. I/We hereby consent to receiving information from Central KYC Registry through SMS/ Email on the above registered number/ Email address.

31. 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 to the use of e-mails, messages, SMS, WhatsApp and/or other applications for communication or sharing of information or documents, agree to abide by the terms and conditions of such applications and agree to the risks associated with such applications or sharing of information through them. I/ We agree that this consent shall continue to be valid even if the loan applied for has been rejected or closed.
32. 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.
33. I/We hereby declare that I/We have read and understood and consent to the Declarations given above.