

TERMS AND CONDITIONS FOR ONE TIME MANDATE

General

1. One Time Mandate (OTM) is a facility (herein after referred as 'facility') whereby the Unit holder(s) can register a onetime mandate to debit their bank account up to a certain limit per transaction, as per their choice, with Tata Mutual Fund ('Fund') and authorizing the Fund or Tata Asset Management Limited ('TAML') and the bank to debit their bank account for payment towards various purchases or SIP instalments submitted through various modes offered or as may be offered from time to time by TAML.
2. This facility is an authorization to the bank, as indicated by the Unit holder(s) in the OTM form, to debit their bank account up to a certain limit in a particular folio per registration per transaction, based on their instruction to the Fund, whenever they choose to invest or start a SIP.
3. Unless otherwise specified, the term 'mandate' in these terms and conditions refers to the specific bank and bank account number of the investor/s or unit holder/s as mentioned by them in the OTM form (mandate form) to be used for debits for payment towards lump sum purchases or SIP instalments.
4. This facility is available to all categories of investors who are eligible to invest in the schemes of the Fund from time to time. TAML reserves the right to restrict or withdraw or discontinue the OTM facility to certain categories of investors or to any specific investor anytime at its discretion without assigning any prior reason thereof.
5. To avail of this Facility, the investors/Unit holder(s) of the Fund shall be required to submit the onetime mandate, complete with all the details in the designated mandate form. TAML may in its absolute discretion and in the Unit holder(s) interest, request the Unit holder(s) for a verbal, fax or written confirmation of any registration request or subsequent transaction request and/or any additional information with respect to the mandate or Unit holder(s) authorization.
6. When a mandate is successfully registered with unit holders' bank and upon confirmation from the Fund, the Unit holder(s) shall have the flexibility to make lump sum purchases or register new SIPs in any of the schemes through various modes not limited to physical mode without a cheque, or any other mode introduced in future or to any other mode to which this facility is extended in future; up to the maximum amount of the mandate so registered. There is no requirement of filling a mandate form every time for a new SIP, as long as the amount of the instalments for the SIPs registered are within the mandate amount.
7. In a folio, the Unit holder(s) can register only a single onetime mandate with a particular bank account number. In other words, for the same bank account number, the unit holder(s) cannot submit more than one mandate in a folio. However, the Unit holder(s) can register multiple mandates of different bank account numbers maintained with the same bank or different banks.
8. Mobile Number and Email Id: Unit holder(s) should mandatorily provide their mobile number and email id on the mandate form. Where the mobile number and email id mentioned on the mandate form differs from the ones as already existing in the folio, the details provided on the mandate will be updated in the folio. All future communication whatsoever would be, thereafter, sent to the updated mobile number and email id.
9. Default Mandate: Where unit holder/s register more than one mandate in a folio various periods of time. The last updated successfully registered mandate would be treated as the Default Mandate. In the absence of any specific bank account number mentioned for lump sum purchases or new SIP registrations, default mandate and it's bank account will be considering for debiting towards payment of additional purchases and SIPs.
10. Modification of the Mandate: Unit Holder(s) have the option to modify the mandate to a higher amount by submitting the OTM - NACH Update/ Cancellation form by ticking on the provision in the form "AMEND" and providing all details on the mandate, duly signed by all the Unit holder(s) and the bank account holder(s) and submit it to TAML/RTA. Request on any other forms or paper will not be accepted/ processed and will be rejected. The new higher amount will be applicable only after confirmation of successful registration from the Unit holder(s) bank. In case where the unit holder chooses to reduce the existing mandate amount, he should discontinue the existing SIPs (covered under the higher mandate amount) to avoid failed transaction or reversals.
11. Cancellation of the Mandate: Unit holder(s) will have to submit the OTM - NACH Update/ Cancellation form by ticking on the provision in the form "CANCEL" and providing all details on the mandate, duly signed by all the Unit holder(s) and the bank account holder(s) and submit it to TAML/RTA. Request on any other forms or paper will be not be accepted or processed and will be rejected. In case of cancellation, future instalments of all SIPs registered under the said mandate will also stand to be ceased. Unit holders are requested to send mandate cancellation request at least 15 days in advance duly signed. Any debit towards purchase or SIP instalments during the intervening period may be processed and Unit holder(s) account would be debited. The unit holders' agree that the cancellation/termination/ withdrawal request is an authority to TAML/Registrar to instruct the debit bank on discontinuation of onetime mandate and Customer will not hold Bank responsible for any Standing Instruction cancellation based on TAML instruction.
12. Expiry of the Mandate: The mandate will expire on 31st December 2099. As a result of the expiry of the mandate, future instalments after expiry date of all SIPs registered under the said mandate may also automatically cease.
13. TAML reserve the right to reject any application without assigning any reason thereof.
14. The investor thereby declares that the particulars in one time mandate and any subsequent transactions provided will be correct and complete.
15. Please refer the SID, SAI and Key information Memorandum, all Instructions, Addenda issued from time to time and available on Fund's website towards Applicable NAV, Risk Factors, Loads and all other information related to various requirements of the respective Scheme/ Plan before investing. It is deemed that the investor has agreed to all the terms and conditions of the scheme, as prevailing on the date of the application and investment.
16. Unit holder(s) hereby confirms, acknowledges and undertakes to make payments for subscription of units from their respective bank account(s) only in compliance with applicable provisions relating restriction on third party payments as detailed in the SID/SAI and that the payment will be through legitimate sources only.
17. The Mutual Fund, its Registrars, Banks and other service providers shall not be liable for, nor be in default by reason of, any failure or delay in completion of its obligation under this facility, where such failure or delay is caused, in whole or in part, by any acts of God, civil war, civil commotion, riots, strike, mutiny, resolution, fire, flood, fog, war, lightning, earthquake, change of Government policies, unavailability of bank's computer system, force majeure events, or any other cause of peril which is beyond their reasonable control and which has the effect of preventing the performance of contract by them.

Mandate Registration Related

1. Banks and the branches which are available for the facility of onetime mandate registration may change from time to time. Please note that the list of banks and branches may be modified/ updated/changed/removed at any time in future at the sole discretion of TAML without assigning any reason or prior notice. Some banks and branches may levy charges (in whatsoever manner) for mandate registration and /or transactions to their bank account holders, which will be borne by the account holder only and will not be borne by TAML or the Fund.
2. The onetime mandate form signed by the Unit holder(s) and the account holder(s) will be lodged by TAML /RTA at its discretion, depending on the availability of the facility with different banks either under NACH (Debits)/ECS (Debit)/ NECS/ RECS or where TAML may have a specific Direct Debit tie-up with the bank. Unit holder(s) agree to have authorized TAML or its representatives to register the mandate under any of the available facility of

NACH (Debits) / ECS (Debit)/ NECS / RECS/ Direct Debits/ Standing instructions. The mandates would be lodged by TAML / RTA within a period of ten to thirty days based on NACH or ECS processing timelines, without any responsibility on the part of TAML.

3. The responsibility of providing correct bank account information the onetime mandate or any other application form for this facility solely rests with the Unit holder(s) and TAML / Fund/ RTA/ Banks/ Service Providers will not be responsible or liable for any loss, claims, liability that may arise on account of any incorrect and / or erroneous data/ information supplies by the Unit holder(s).
4. Unit holder(s) need to provide along with the mandate form an original cancelled cheque (or a copy) with name and account number pre-printed of the bank account to be registered or bank account verification letter for registration of the mandate failing which registration may not be accepted. The Unit holder(s) cheque/bank account details are subject to third party verification.
5. In case of folios where the mode of holding is 'Joint', the mandate has to be signed by all the joint account holders and it would be expressly understood that the signatories to the mandate have granted an express instruction to TAML /RTA to treat the mode of holding to 'Anyone or Survivor' for availing this facility only specifically through SMS or any other mode as may be offered by TAML, so that these facilities can be availed by any of the joint Holders.

In case of unit holder(s) other than the individuals, it is expressly understood that the signatories to the mandates are authorized and empowered to do so and transact using the said facility.

The Fund/TAML/RTA would purely act based on the valid mandate as well as transactions submitted, and all the Unit holder(s) would be bound by all the terms and conditions and would not hold the Fund/ TAML /RTA for any loss or potential loss, in whatsoever manner.

6. It will be the sole responsibility of the unit holder(s)' bank and its branch to ensure proper registration of the Mandate and confirm registration. It is expressly clarified that TAML /RTA/Service providers only act as a unit holder's messenger to unit holders' bank to register the mandate and will not be responsible for any action or inaction on part of the unit holders' bank. By signing the onetime mandate form, Unit holder(s) and the bank account holders hereby agree to the authorized TAML/RTA to register the mandate and process any transactions received thereafter.
7. If no confirmation of registration or rejection is received from unit holders' bank, TAML /RTA/it's agents will deem the mandate to be as registered. The Fund will endeavor to inform the Unit holder(s) through email/SMS for cases where confirmation on successful registration/ rejection of the mandate is received from the Unit holder(s) bank.
8. The Unit holder(s) agree that the Fund/ TAML /RTA and their agents shall not be held liable for any unsuccessful registration and or transaction due to any action or inaction of the Unit holder(s) bank including but not limited to reasons mentioned below and agree to indemnify the Fund/ TAML /RTA for all liabilities, losses, damages and expenses which they may consequent sustain or incur either directly or indirectly:
 - a. Loss of the mandate forms in transit from point of acceptance of the form to RTA head office and further to the Unit holder(s)' bank branch;
 - b. Non-acceptance or rejection of the mandate for whatsoever reason by the Unit holder(s)' bank branch, with or without any reason assigned by the Unit holder(s) bank;
 - c. Non-registration of the Debit Mandate by the Unit holder(s)' bank and branch;
 - d. Deemed registration due to non-confirmation of registration or rejection by the bank and any subsequent rejection of debit of bank account for funds;
 - e. Non availability of funds in the bank account of the Unit holder(s) at the time of debit;
 - f. Rejection of registration or transaction debit for any reason or without assigning any reason whatsoever.

- g. Signatories to the mandates or transaction debit for any reason or without assigning any reason whatsoever.
- h. Any late registration of the onetime mandate with the bank for whatsoever reason or rejection of lump sum purchases or SIP registration or instalments with or without any reason, and will not be liable for any transactions not processed or reversed or rejected or any late debits to the bank account, till the mandate registration is successful.

9. The Investor agrees to abide by the terms and conditions of NACH facility of National Payment Corporation of India (NPCI), ECS facility of Reserve Bank of India (RBI) as applicable at the time of investment and as may be modified or amended from time to time.

Transaction Related

1. Unit holder(s) of the Fund can start investing using this Facility only after successful registration of the onetime mandate with their bankers and receipt of confirmation letter/SMS/email from TAML.
2. Unitholder/s or Investors can make additional purchases; start new SIPs in any of the schemes of Tata Mutual Fund using this facility and through physical forms or any facility added in future.
3. Where multiple mandates with different bank account numbers are registered in a folio, the Unit holders(s) will have to specify the bank account from which the debit towards lump sum purchases, SIP registration should happen. In the absence of any such instruction, default mandate would be used for debiting towards lump sum purchases, new SIP registration subject to the mandate amount being sufficient to process such transactions.
4. The Unit holder(s) hereby agrees and confirms that the Fund is authorized to rely on any instruction received or purported to have been received from the Unit holder(s) through physical mode or through any other facility, as offered/ introduced by Fund/ TAML from time to time and such instructions shall be conclusive and binding on the Unit holder(s).
5. Applicable NAV for the transactions will be dependent upon the time of receipt of the transaction through physical mode into TAML or RTA offices or server, electronically time-stamped and other factors like scheme, type of transaction, amount of transaction, date and time of realization of clear fund through banking channels, as per detailed provisions mentioned in Scheme Information documents and will be treated on par transactions received through other modes. For the purpose of this Facility, such TAML/RTA offices/servers would be considered as an Official Point of Acceptance of the transaction.
6. It may happen that some transaction may be rejected by the Unit holder(s) bank. The Bank may charge the Unit holder(s) for any failed transactions and it will have to be borne by the Unit holder(s) and not by the Fund or TAML. The Fund may endeavor to give preference to the SIP instalments and the lump sum purchases may be debited on the following days.
7. The bank account of the customer may be debited towards purchases either on the same day of due date or within one to seven business days depending on NACH/ ECS settlement cycles. TAML/ RTA shall attempt to settle the transaction and debit the bank account by requesting the registered bank for release of funds generally within a period of one to seven banking working days. The investor undertakes to keep sufficient funds in their bank accounts till the date of debit. However, in case of non-receipt of the funds, for whatsoever reasons, the transaction shall stand cancelled/null and void and the units allotted, if any would be reversed. If the date of debit to the investor's account happens to be a non Business Day as per the Mutual Fund, execution of the ECS Debit/ Direct Debit / SI may happen on non business day however the allotment of Units will happen as per the terms and conditions listed in the SID, SAI, KIM and all relevant Addenda of the scheme concerned.
8. The Unit holder(s) shall check their bank account records carefully and promptly. The Unit holder(s) will promptly inform the Fund in case of any erroneous or unauthorized transaction/s being processed, any erroneous debits. The Unit holder(s) should inform the Fund for such discrepancy within a period of ten days. Failing which it will be deemed that there is no any discrepancy in the transactions which were processed.

9. If the transaction is delayed or not effected at all for reason of incomplete or incorrect information or due to any reason by the investor's banker, the investor would not hold the Mutual Fund or the Bank responsible.
10. For the purpose of lump sum purchases, SIP instalments, the investor and/or bank account holders authorizes TAML, its registrars, bankers, correspondent bankers and service providers, to raise a debit on the mentioned account with the bank branch. The investor and/or bank account holders hereby authorizes the bank to honor all such requests received through TAML, its registrars, bankers and service providers to debit their Account with the amount requested, for due remittance of the proceeds to TAML as per the mandate. The investor/s or the bank account holders shall not dispute or challenge any valid debit, raised under this facility, on any ground whatsoever. Investors will not have any claim against TAML, service providers, bankers, correspondent bankers and other service providers jointly and or severally indemnified, from time to time, against all claims,

actions suits, for any loss, damage, costs, charges and expenses incurred by them, by reason of their acting upon the instructions issued by the named authorized signatories/beneficiaries.

Investors agree that TAML may discontinue OTM facility as well as any SIP registrations for any investor/ folio entirely at its discretion and advice banks for cancellation of Standing Instruction in case one or more debits are rejected and funds not received for any reason.

The unit holder shall always abide by the aforesaid terms and conditions while availing the facility and hereby undertake not to misuse the same and in the event of any damage shall indemnify TAML/RTA for any loss arising there from.

TAML may amend the above terms and conditions, at any time without prior notice to the unit holders and such amended terms and conditions will there upon apply to and will be binding on the unit holders.