# **Debit Mandate Form NACH (One Time Mandate - OTM)**

TATA mutual fund

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SIPrise is an optional facility offered by Tata Mutual Fund (TMF) for its eligible schemes. This facility is aimed to encourage investors to invest regularly through Systematic Investment Plans (SIP) in TMF schemes. Post SIP period (with an option of a pause) the investor has an option to switch the accumulated units be switched to the target scheme chosen by the investor who would receive regular income by means of withdrawal via Systematic Withdrawal Plan (SWP) from target scheme till the available folio/ corpus is exhausted. If the option to Switch is not selected, then the SWP will continue from the scheme selected for SIP investments.

Note: - This facility does not in any way give assurance or guarantee returns or lump sum payments at the end of the SIP period or thereafter. The payouts to the investors are made only by means of redeeming the units/corpus available in the investor's folio at NAV and subject to load, if any. Tata Mutual Fund does not in any way assure or guarantee payouts, beyond available units/corpus in the scheme/s folio. Investors should consult their financial advisors if in doubt about whether the facility is suitable for them. The investor is advised to consult their tax consultant with respect to specific tax implications arising out of their participation in the facility. The illustrations provided in the advertisements / presentations / brochures / pamphlets should in no way be construed as a facility or means of receiving fixed returns for their investments in the SIPerb facility. The illustrations shown are based on the Market returns which may or may not be generated in future. To avoid misunderstanding about facility, the illustrations shown in the advertisement and other modes of communication should be read alongwith the assumptions, risk factors, disclaimers and Terms and conditions mentioned in the application form to have a better understanding of the SIPrise Facility.

The terms and conditions of this facility are as follows:

## 1. Systematic Investment Plan (SIP)

- a) Eligible Schemes for this facility: Growth Options of Tata Balanced Advantage Fund; Tata Banking and Financial Services Fund; Tata Business Cycle Fund; Tata CRISIL-IBX Gllt Index April 2026 Index Fund; Tata Digital India Fund; Tata Dividend Yield Fund; Tata Equity P/E Fund; Tata Ethical Fund; Tata Flexi Cap Fund; Tata Focused Equity Fund; Tata Housing Opportunities Fund; Tata Hybrid Equity Fund; Tata India Consumer Fund; Tata India Pharma And Healthcare Fund; Tata Infrastructure Fund; Tata Large & Mid Cap Fund; Tata Large Cap Fund; Tata Mid Cap Growth Fund; Tata Multicap Fund; Tata Nifty Exchange Traded Fund; Tata Nifty G-Sec Dec 2026 Index Fund; Tata Nifty Midcap 150 Momentum 50 Index Fund; Tata Nifty Private Bank Exchange Traded Fund; Tata Nifty SDL Plus AAA PSU Bond Dec 2027 60:40 Index Fund; Tata Quant Fund; Tata Resources & Energy Fund; Tata Retirement Savings Fund; Tata S&P BSE Sensex Index Fund; Tata Small Cap Fund; Tata Young Citizens' Fund.
- b) The SIPs which are registered under this facility would be subject to investment of minimum amount as specified in the KIM cum application form from time to time for the eligible source schemes and would have a fixed tenure (minimum of 10 years).
- c) Default SIP trigger date under this facility will be the 10<sup>th</sup> calendar day of the month. In case, the trigger date is non-business day, the SIP would be triggered on the next business day.
- d) The SIP will be registered for monthly frequency only.
- e) In case the SIP is terminated prior to the pre-defined tenure, STP and SWP will continue as defined in the initial request. In this case, the STP and SWP amount will be limited till the units are available.
- f) Existing units already available in the source scheme before opting for the Second Income Plan facility and any additional units added to the source scheme in any manner in addition to this facility will also be automatically moved to the Target scheme through the scheduled STPs till the units are available. The amount so moved to the target scheme would be on a first-in-first out (FIFO) basis. Any earlier option chosen by the investor earlier would automatically get revised to this extent.
- g) Top-Up SIP is allowed under this feature. The investor may choose to increase their SIP amount by Rs. 500 or multiples of Rs. 500 on a yearly/half yearly basis.

## 2. Systematic Transfer Plan (STP)

- The investor has an option to choose the target scheme for SWP other than the SIP scheme by opting for a Systematic Transfer Plan (STP).
- A Systematic Transfer Plan (STP), if opted for will start one year prior to that of the SWP.
- c) Yearly STP amount will be equal to 15 times the monthly SWP amount from the target scheme or till the units are available.

## 3. Systematic Withdrawal Plan (SWP)

a) Investors need to choose the SWP scheme (target scheme) from where the monthly SWP is required to be made to their registered bank account & the required periodic amount by means of withdrawal via systematic withdrawal plan (SWP) from target scheme. The SWP scheme can be the same scheme as SIP or any permitted Target Scheme. In case of any ambiguity in the SWP (Target) scheme or if SWP scheme is not mentioned correctly, or if choice is unclear, the default will be the same scheme as SIP. In case, the investors do not choose the desired SWP amount, they

- will receive the default SWP amount (likely amount to be withdrawn) which would be initial monthly SIP amount under this facility till the units last.
- b) The SWP will start after the SIP tenure or after the pause period, if any, as chosen by the investor.
- The SWP amount selected shall not be less than the initial SIP amount opted by the investor.
- d) Investors have an option to opt for pause after the SIP tenure as mentioned at the time of initial registration under this facility. The minimum pause period is 0 years. If the pause is not opted, the starting month (i.e. 1st trigger month) for SWP will be the subsequent month of the last SIP instalment month.
- e) Existing units already available before STP in the target scheme and additional units added to the target scheme will also form a part of the redemption proceeds through the scheduled SWP till the units are available. The SWP amount would be triggered on a first in first out (FIFO) basis.
- f) The SWP date will be same as that of the SIP date. In case the trigger date is a non- business day, the SWP will be made on the next business day.
- g) The SWP will be done from the Growth Options of Tata Balanced Advantage Fund, Tata Hybrid Equity Fund, Tata Multi Asset Opportunities Fund.
- h) The SWP will continue till the units are available in the scheme

#### **Common Features**

- a) Once opted for this facility investors / unitholders cannot change the Source scheme, target scheme, initial SIP Amount, SIP Tenure, Pause Period and periodic SWP Amount.
- b) STP will be done when the target scheme is different from the source scheme at prevailing NAV in the respective scheme (s).
- Partial redemption or switch out of the units in the source or target scheme will not affect the SIP, STP & SWP already registered under this facility.
  - Investors are required to note that the STP & SWP will be continued for the period chosen by the investor or till the units are available in the source and target scheme respectively.
- d) Investor has option to withdraw from this SIP facility at any stage by providing a separate request to discontinue/cease the SIP, STP & SWP registration.
- e) Minor/s are not eligible to register for this facility. Applications in the name of minors, filled in by guardians, will also not be accepted.
- f) This Facility is not available where units are in held in DEMAT mode.
- g) Pledged or Frozen Units will not be transferred (i.e. through STP). The same is also not available for withdrawal by the investor (i.e. through SWP) unless the investor / unitholder provides the necessary valid documents to prove that the pledge/freeze status has been withdrawn/ changed.
- h) Investors can opt to withdraw through lumpsum either partially or in entirety till the units are available in the source and / or target scheme at any time during the tenure of this facility. Accordingly, the balance units will be considered for SIP, STP & SWP under this facility.
- i) Each STP & SWP will continue for the chosen amount or till units last.
- Default trigger date i.e. 10th calendar day of the month is only applicable for this facility.
- k) Tata Mutual Fund reserves the right to reject any application in case the investor does not fulfill any criteria of this facility.

All other terms & conditions of SIP, STP & SWP are also applicable to SIPrice

For detail terms & conditions, unitholders are requested to check KIM cum application form of the respective schemes.

Illustration 1: Parameters to be filled by the investors.

Monthly SIP	SIP Tenure	Pause Period	Monthly SWP *
10,000	10 Years	0 Years	10,000
10,000	10 Years	5 Years	20,000
10,000	15 Years	0 Years	30,000
10,000	15 Years	4 Years	40,000

\*Note: The SWP amount selected cannot be less than the initial SIP amount & will continue as specified by the investor or till units last.

## A. Instructions to fill one-time mandate (OTM)

- Investors who have already submitted a One Time Mandate (OTM) form
  or already registered for OTM facility should not submit OTM form again
  as OTM registration is a one-time process only for each bank account.
  However, if such investors wish to add a new bank account towards OTM
  facility may fill the form.
- 2. Investors who have not registered for OTM facility, may fill the OTM form and submit duly signed with their name mentioned. Mandatory fields in OTM form as per NPCI: Bank account number and Bank name IFSC and/or MICR Code PAN Signatures as per bank records SIP start date, end date Account type to be selected Name as per bank records Transaction type to be selected Maximum amount to be mentioned.

## **HOW DOES IT WORK?**

## Option 1: SIP & SWP from different schemes

#### SIP

## SIP into Source Scheme

Investor will define the following:

- > Source Scheme (Eligible Equity or Hybrid Scheme)
- SIP Tenure
- SIP Amount

#### STP

## STP into Target Scheme

Investor will define the following:

- Pause Period before SWP Start Date
- Target Scheme (Eligible Hybrid or Debt Scheme)

#### SWP

## SWP from Target Scheme

Investor will define the following:

Withdrawal (SWP) Amount

**SWP** 

## Option 2: SIP & SWP from same schemes

#### SIP

#### SIP into Source Scheme

Investor will define the following:

- Source Scheme (Eligible Equity or Hybrid Scheme)
- SIP Tenure
- SIP Amount

- heme SWP from Target Scheme
  - Investor will define the following:
  - investor will define the following

Pause Period before SWP Start Date

- > Withdrawal (SWP) Amount
- 3. 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. TMF / TAMPL reserves the right to use Electronic Mail (email) as a default mode to send various communication which include account statements for transactions done by the investor(s). The Investor/(s) agree/s and acknowledge, irrespective of their registration of the above mobile number in the 'DO NOT DISTURB (DND)', 'or in any similar register maintained under applicable laws, at the time of application or subsequent to the date hereof, they consent to the Bank/AMC communicating with them in any manner whatsoever on the registered mobile number with respect to the transactions carried out in their bank account(s).
- 4. Investors are deemed to have read and understood the terms and conditions of OTM Facility, SIP registration through OTM facility, the Scheme Information Document, Statement of Additional Information, Key Information Memorandum, Instructions and Addenda issued from time to time of the respective Scheme(s) of Tata Mutual Fund.
- Please affix the Names of customer/s and signature/s as well as seal of Company (where required) and sign the undertaking.
- Investors agree and acknowledge that they will not hold the AMC responsible for any delay and/or failure in debiting his bank account for reasons not attributable to the negligence and/or misconduct on the part of the AMC.
- Investors agree to abide by the terms and conditions that may be intimated to them by the AMC/Bank with respect to the NACH/Direct Debit/SI from time to time.
- 8. The investors hereby authorize the representatives of Tata Asset Management Private Limited, Investment Manager to Tata Mutual Fund carrying this mandate form to get it verified and executed.
- The investors authorize the Bank to debit their bank account for any charges towards mandate verification, registration, transactions, returns, etc, as applicable for participation in NACH/Direct Debit/SI.
- 10. The investor agrees to abide by the terms and conditions of NACH facility of NPCI, Direct Debit facility of Banks. Tata Mutual Fund (TMF) / TAMPL, its registrars and other service providers shall not be held responsible or will not be liable for any damages and will not compensate for any loss, damage etc. incurred to the investor. The investor assumes the entire risk of using this facility and takes full responsibility. Investor will not hold TMF / TAMPL, its registrars and other service providers responsible if the transaction is delayed or not effected or the investor bank account is debited in advance or after the specific SIP date due to various clearing cycles of Auto Debit / local holidays. TMF shall endeavors to register the one time mandate and SIPs through NACH however if for any reason what so ever the registrations of OTM is unsuccessful; TMF shall endeavor to register the SIP through other debit modes like Direct Debit, Standing Instructions etc.
- 11. Instructions for SIP Registration form (OTM already registered): The SIP registration form has to be filled where a onetime mandate is already registered in a folio for a bank account, and there is no need of a separate cheque to be given along with the SIP Registration Form. In case there are more than one OTM mandates registered for the folio, investor has to specify the Bank Name and the account number which needs to be debited for the SIP. In case the bank name and the account numbers are not mentioned, or there is any ambiguity, the SIP request is liable for rejection.
- 12. 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 TAMPL/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 TAMPL/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 TAMPL instruction.

- 13. 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.
- 14. TAMPL reserve the right to reject any application without assigning any reason thereof.

## B. General Instructions

 Investments through distributors: As per directions of Securities and Exchange Board of India (SEBI), Investors can route their application forms directly and /or through the distributors / employees of the distributor who hold a valid certification from the National Institute of Securities Markets (NISM) and ARN provided by Association of Mutual Funds in India (AMFI). Further, no agents / distributors are entitled to sell units of mutual funds unless the intermediary is registered with AMFI.

Employee Unique Identification Number (EUIN): Further, SEBI has made it compulsory for every employee/ relationship manager/ sales person of the distributor of mutual fund products to quote the EUIN obtained by him/her from AMFI in the Application Form. EUIN would assist in addressing any instance of mis-selling even if the employee/ relationship manager/sales person later leaves the employment of the distributor. Hence, if your investments are routed through a distributor please ensure that the EUIN is correctly filled up in the Application Form. However, if the transaction is executed without any interaction or advice of the employee/ relationship manager / sales person of the distributor the EUIN box may be left blank. In this case you are required to provide a duly signed declaration to this effect in the form.

Overseas Distributors: Overseas Distributors are exempt from obtaining NISM certification and AMFI registration as per AMFI circular No. CIR/ARN-14/12-13 dated July 13, 2012 and the EUIN requirement as per AMFI Circular No.135/BP/33/2012-13 dated December 31, 2012. However, such Overseas Distributors are required to comply with the guidelines/requirements as may be issued by AMFI /SEBI from time to time and also comply with the laws, rules and regulations of jurisdictions where they carry out their operations in the capacity of distributors

New cadre distributors: Postal agents, retired government and semigovernment officials (class III and above or equivalent), retired teachers and retired bank officers (all such retired persons with at least 10 years of service) and other similar persons (such as Bank correspondents) as may be notified by AMFI/ the AMC from time to time as new cadre distributors are permitted to sell eligible schemes of the Fund. However, these schemes are not eligible to be sold by such distributors. In case your application for subscription is receive through such distributor, it is liable to be rejected.

 Transaction Charge: In accordance with SEBI circular No. Cir/ IMD/ DF/13/ 2011 dated August 22, 2011, TAMPL/TMF will deduct Transaction Charges from the purchase/ subscription amount received from the investors investing through a valid ARN Holder i.e. AMFI registered Distributor (provided the Distributor has opted to receive the Transaction Charges).

Transaction Charge of Rs. 150 (for a first-time investor across mutual funds) or Rs. 100 (for investors other than first time mutual fund investor) per purchase / subscription of Rs. 10,000 and above are

deductible from the purchase / subscription amount and payable to the Distributor. The balance amount shall be invested.

Transaction charges in case of investments through SIP: Transaction Charges in case of investments through SIP are deductible only if the total commitment of investment (i.e. amount per SIP installment x No. of installments) amounts to Rs. 10,000 or more. In such cases, Transaction Charges shall be deducted in 3-4 installments. Transaction Charges shall not be deducted:

- a. where the Distributor of the investor has not opted to receive any Transaction Charges
- for purchases / subscriptions / total commitment amount in case of SIP of an amount less than Rs. 10,000/-;
- 11. The provisions mentioned in the respective SID regarding Applicable NAV, Risk Factors, Load etc. shall be applicable. 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.
- 12. While the Tata Mutual Fund (Fund) and Registrar and Transfer Agent (RTA, CAMS) reserve the right to enhance the SIP period to ensure minimum installments as per respective scheme offer documents, even if the investor has submitted the form late or requested for a period less than minimum installments, they may reject the applications for less than minimum installments.
- 13. Allotment of units would be subject to realisation of credit.
- 14. In case there are Three consecutive SIP transaction reversals, the subsequent SIP instalments will be automatically ceased. Since the SIP ceasure takes 7 working days to be executed, for SIPs lower than monthly frequency it is likely that the investors will receive the debit requests beyond the 3rd unsuccessful SIP. TMF will not be liable for any charges / return charges by the bank for such debits. Note that even if we receive the credits for any subsequent SIPs post 3 instalments upto the date of such involuntary SIP ceasures, we will allot the units. SIP amounts received by us post ceasures, will be refunded to the investors.
- 15. Top-up SIP is a facility whereby an investor has an option to increase the amount of the SIP Installment by a fixed amount at pre-defined intervals. This will enhance the flexibility of the investor to invest higher amounts during the tenure of the SIP. Terms and conditions of top-up SIP are as follows:
- The Top-up option must be specified by the investors while enrolling for the SIP facility.
- ii. The minimum SIP Top-up amount is ₹ 500 and in multiples of ₹ 500.
- iii. The Top-up details cannot be modified once enrolled. In order to make any changes, the investor must cancel the existing SIP and enroll for a fresh SIP with Top-up option.
- iv. In case of Monthly SIP, Half-yearly as well as Yearly frequency are available under SIP Top-up. If the investor does not specify the frequency, the default frequency for Top-up will be considered as Yearly.
- v. In case of Quarterly SIP, only the Yearly frequency is available under SIP Top-up.
- vi. Top-up SIP will be allowed in all schemes in which SIP facility is being offered.
- vii. Investors can opt for an upper limit for the SIP with top up facility. Maximum amount of debit (SIP+Top-Up) per instalment should not exceed the upper limit of the OTM mandate registered. The investment SIP Top up will be discontinued once the SIP upper limit is reached. However, the SIP will continue till the entire enrolment period as opted by the investor.

## e.g

a. SIP application without first cheque:

SIP enrollment period: 2 Sept 2022 to 2 Feb 2026; Monthly SIP amount: Rs. 2000

Top Up Amount: Rs. 500;

Top Up frequency: Half yearly. Upper SIP Amount: Rs. 3000

From date	To date	Monthly SIP Installment (₹)	SIP Top Up Amount (₹)	Total Amount of SIP (₹)
2-Sep-22	2-Feb-23	2000	NA	2000
2-Mar-23	2-Aug-23	2000	500	2500
2-Sep-23	2-Feb-24	2500	500	3000
2-Mar-24	2-Feb-26	3000	-	3000

b. When SIP is accompanied with the first purchase the Top Up will apply from the first SIP triggered transaction.

SIP enrollment period: 2 Sept 2022 to 2 Feb 2026. Monthly SIP amount: Rs. 2000

Top Up Amount: Rs. 500;

Top Up frequency: Half yearly. Upper SIP Amount: Rs. 3000

From date	To date	Monthly SIP Installment (₹)	SIP Top Up Amount (₹)	Total Amount of SIP (₹)
2-Oct-22	2-Mar-23	2000	NA	2000
2-Apr-23	2-Sep-23	2000	500	2500

2-Oct-23	2-Mar-24	2500	500	3000
2-Apr-24	2-Feb-26	3000	-	3000

- 16. Procedure for Cancellation of Existing SIP: Investor needs to submit a letter from the investor OR the prescribed SIP Discontinuity form, duly completed and signed by all the unit holders. This request should be received to us at least 15 business days prior to the next due date of SIP.
- 7. TAMPL reserves the right to reject any application without assigning any reason thereof. TAMPL in consultation with Trustees reserves the right to withdraw these offerings, modify the procedure, frequency, dates, load structure in accordance with the SEBI Regulations and any such change will be applicable only to units transacted pursuant to such change on a prospective basis.
- The investor thereby declares that the particulars in one time mandate and any subsequent transactions provided will be correct and complete.
- 2. 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.
- 3. 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.
- 4. 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, lightening, 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.

#### C.II. Transaction Related

- 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 TAMPL.
- 2. 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 settlement cycles. TAMPL/ 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 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.
- 3. 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.
- 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.
- . For the purpose of lump sum purchases, SIP instalments, the investor and/or bank account holders authorizes TAMPL, 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 TAMPL, its registrars, bankers and service providers to debit their Account with the amount requested, for due remittance of the proceeds to TAMPL 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 TAMPL, 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 TAMPL 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 TAMPL/RTA for any loss arising there from.

TAMPL 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.