

CAR LOAN AGREEMENT

CUSTOMER NAME : _____

LOAN AGREEMENT NO : _____



HDFC BANK

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INSTRUCTIONS FOR FILLING LOAN AGREEMENT

- 1) All applications to be filled in English in CAPITAL LETTERS using a Black Ballpoint pen only.
- 2) There should not be any amendments / overwriting / erasures / cutting on the Loan Agreement and any amendments / overwriting / erasures / cutting should be undersigned.
- 3) The Signature of Borrower and Co-Borrower should be the same on the Loan Agreement & Application Form.
- 4) Full Signature of the Borrower and Co-Borrower is to be done in all places marked in Grey Box in the Loan Agreement Booklet Black Ballpoint pen only.
- 5) There are 10 signatures to be done which has been number marked from **S 1** to **S 10**
- 6) Non Mandatory Signatures :-
 - ECS Mandate (S6—S8) – Only to be signed if customer giving Payment instructions from bank account other than HDFC Bank.
 - PSL Declaration (S10) – Only to be signed if applicant belongs comes under category in Priority sector lending.

RTO Booklet

The full signature of the Borrower is to be put in all places on RTO Document where there is a ☒ Mark



AGREEMENT FOR AUTOLOAN

This Agreement for Auto Loan (hereinafter referred to as this “Agreement”) is made on the date and at the place mentioned in the Schedule hereunder written,

BETWEEN

1. The persons referred to as ‘Borrower’ and the ‘Co-Borrower’, in the Schedule hereunder written of the First Part;
- AND**
2. The persons referred to as ‘Guarantor(s)’ in the Schedule hereunder written of the Second Part;
- AND**
3. **HDFC BANK LTD.**, a corporate body having its registered Office at “HDFC Bank House, Senapati Bapat Marg, Lower Parel (West), Mumbai 400 013 and inter alia a Lending Office in India at the address mentioned in the Schedule hereunder written hereinafter referred to as the “Bank” (which expression shall, unless it is repugnant to the context or meaning thereof, mean and include its successors and assigns) of the Third Part.

The Borrower and the Co Borrower shall, unless it is repugnant to the context or meaning thereof, be jointly referred hereinafter as the “**Borrower(s)**”.

The Borrower(s) and the Guarantor(s) are hereinafter collectively referred to as “**Obligors**”.

WHEREAS:

- A. The Borrower(s) has/have approached the Bank to avail of a loan to be extended to the Borrower for any of the following purposes:
 - (a) Purchase of new vehicle along with all accessories and any incidental expenses.
 - (b) Purchase of used vehicle along with all accessories and any incidental expenses
- OR
- B. The Borrower(s) have also requested the Bank for being considered for grant of additional facility during the tenure of said loan as above.
- C. At the request of the Borrower (s) and/or the Guarantor(s), the Bank has granted/ agrees to grant the First Loan, and agreed to consider the Borrower for the Additional Loan, upon the following terms and conditions which have been duly accepted by the Borrower(s) and the Guarantor(s).

IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS UNDER:

1. DEFINITIONS

- 1.1 “**Additional Loan**” shall mean any additional credit facilities/loans/amounts (apart from the First Loan amount) aggregating to an amount not exceeding such sum as mentioned in the Schedule hereto granted/agreed to be granted to the Borrower(s) by the Bank in its sole and absolute discretion and subject to such further terms and conditions as the Bank may deem fit as more particularly mentioned in clause 2.2 herein.
- 1.2 “**Base Rate Linked Interest Rate**” shall mean the rate of interest as the term has been referred in Clause 2 hereof and “Base Rate” shall have the meaning assigned to the same in Clause 2.3.1 hereof.
- 1.3 “**Borrower(s)**” shall mean the persons referred to as ‘Borrower’ and the ‘Co-Borrower’, in the Schedule hereunder written and shall unless repugnant to the context or meaning thereof, be deemed to: (i) in case the Borrower is a company incorporated under the Companies Act, 1956, include its successors and permitted assigns; (ii) in case the Borrower is a partnership firm formed under the Partnership Act, 1932, mean and include the partners for the time being and the legal heirs, executors and administrators of the last surviving partner; (iii) in case the Borrower is a sole proprietorship, mean and include the sole proprietor and his/ her heirs, administrators and executors and legal representatives; (iv) in case the Borrower is a joint Hindu Undivided Family, include the Karta and any or each of the adult members of the HUF and their survivor(s) and his / her / their respective heirs, legal representatives, executors, administrators and permitted assigns; (v) in case the Borrower is the Governing Body of a Society, include the respective successors of the members of the Governing Body and any new members elected, appointed or co-opted; (vi) in case the Borrower is a Trust, mean and include the Trustee or Trustees for the time being and from time to time thereof, as well as the beneficiaries of the said trust for the time being and from time to time, and their successors and permitted assigns; (vii) in case the Borrower is an individual, include his/ her respective heirs, administrators and executors; (viii) in case the Borrower is a limited liability partnership formed under the Limited Liability Partnership Act, 2008,



include its successors and permitted assigns. .

- 1.4 **“City of Registration”** shall mean the city or town where such vehicle purchased/to be purchased by the Borrower(s) is registered or to be registered with the Registering Authority.
- 1.5 **“Clause”** shall mean the clause in this Agreement.
- 1.6 **“Corporation”** shall mean any body corporate constituted or incorporated under any statute.
- 1.7 **“Documents” or “Collateral Documents”** shall mean this Agreement, letter(s)/sanction letter(s) issued by the Bank in relation to the grant of any Additional Loan at the sole discretion of the Bank and such other documents incidental hereto and / or contemplated hereby, which any of the Obligor(s) has furnished to/shall furnish to the Bank and on which the Bank has relied upon to extend the First Loan facility and/or the Additional Loan to the Borrower.
- 1.8 **“Dues”** shall mean and include all amounts due and payable by the Borrower(s) and/or Guarantor(s) to the Bank towards principal, interest, interest tax, default interest, Fees and Charges, all other costs, fees, charges and expenses as may be payable in relation to the Obligor(s) obligations under this Agreement and the Collateral Documents.
- 1.9 **“Electronic Clearing System” or “ECS”** a debit clearing service notified by RBI, participation to which has been consented to in writing by the Borrower(s) for facilitating payment of Installments.
- 1.10 **“Fees and Charges”** shall mean and include processing charges, service charges, pre-payment charges, cheque bounce charges, credit assessment charges, late payment charges, cheque swapping charges, stamp duty and other statutory charges, legal collections, Repossession and Incidental charges, Loan Reschedule Charges, loan statement and other duplicate statement charges, valuation charges, asset verification charges, NOC issuance charges, non standard repayment charges, loan cancellation and rebooking charges, transaction fee and other fees and all other amounts receivable by the Bank hereunder and under the Collateral Documents, but not limited to those specified herein or under the Collateral Documents.
- 1.11 **“First Loan”** shall mean the loan facility provided by the Bank in terms of clause 2.1 of this Agreement, of the amount (in terms of principal) as set out in the Schedule as per the terms and conditions set out hereunder.
- 1.12 **“Guarantee”** shall mean the guarantee given by the Guarantor(s) herein favouring the Bank on behalf of the Borrower(s) guaranteeing the due performance of obligations under this Agreement and the Documents and payment and repayment of liabilities of the Borrowers in respect of the First Loan and the Additional Loan and the respective Dues thereunder.
- 1.13 **“Guarantor(s)”** shall mean the persons referred to as ‘Guarantor(s)’ in the Schedule hereunder written, and shall unless repugnant to the context or meaning thereof, be deemed to: (i) in case the Guarantor is a company incorporated under the Companies Act, 1956, include its successors and permitted assigns; (ii) in case the Guarantor is a partnership firm formed under the Partnership Act, 1932, mean and include the partners for the time being and the legal heirs, executors and administrators of the last surviving partner; (iii) in case the Guarantor is a sole proprietorship, mean and include the sole proprietor and his/ her heirs, administrators and executors and legal representatives; (iv) in case the Guarantor is a joint Hindu Undivided Family, include the Karta and any or each of the adult members of the HUF and their survivor(s) and his / her / their respective heirs, legal representatives, executors, administrators and permitted assigns; (v) in case the Guarantor is the Governing Body of a Society, include the respective successors of the members of the Governing Body and any new members elected, appointed or co-opted; (vi) in case the Guarantor is a Trust, mean and include the Trustee or Trustees for the time being and from time to time thereof, as well as the beneficiaries of the said trust for the time being and from time to time, and their successors and permitted assigns; (vii) in case the Guarantor is an individual, include his/ her respective heirs, administrators and executors; (viii) in case the Guarantor is a limited liability partnership formed under the Limited Liability Partnership Act, 2008, include its successors and permitted assigns.
- 1.14 **“Installment/s” or “EMI/s”** shall mean the amounts of periodic payments to be made by the Borrower(s) towards the repayment of principal and payment of interest under the respective Loans and payable by the Borrower(s) to the Bank monthly, bi-monthly, quarterly, half-yearly, yearly or at such other periodic intervals as specified by the Bank in the Schedule hereunder written in case of the First Loan and in the sanction letter issued by the Bank in case of the Additional Loan.
- 1.15 **“Late Payment Charges”** shall mean the fees assessed for a payment delayed beyond the due date of the Installment/s and as specified in the Schedule hereunder written, where applicable.
- 1.16 **“Lending Office”** in relation to the Bank shall mean the branch/office of the Bank, from where the Loan is disbursed.
- 1.17 **“Loans”** shall mean collectively, the First Loan facility and the Additional Loan facility, provided that nothing in this Agreement shall be construed to place an obligation on the Bank/ an undertaking or commitment on the part of the Bank to sanction or grant to the Additional Loan to the Borrower. The term “Loan” shall individually mean any of the Loans.
- 1.18 **“Post Dated Cheques” or “(PDCs)”** shall mean the post-dated cheques drawn to match the due date of each Installment.
- 1.19 **“Rate of Interest”** shall mean the fixed rate of interest or the Base Rate Linked Interest Rate, referred to in the Schedule hereunder written as may be revised by the Bank from time to time.
- 1.20 **“RBI”** shall mean the Reserve Bank of India.
- 1.21 **“Registering Authority”** shall mean an authority empowered to register motor vehicles under Chapter IV of the Motor Vehicles Act, 1988 (as amended and replaced from time to time).
- 1.22 **“Registration Certificate”** shall mean the certificate of registration of the Vehicle or such similar document with different nomenclature issued by the Registering Authority with which the Vehicle is so registered under the applicable motor vehicles law.



- 1.23 **“Standing Instruction” or “SI”** shall mean written instructions issued by the Borrower(s) to the Bank to debit the account of the Borrower(s) maintained with the Bank for facilitating payment of Installments.
- 1.24 **“Sub-Clause”** unless otherwise stated, shall mean the sub-clause of the clause in which the reference appears.
- 1.25 **“Vehicle/s” or “Hypothecated Vehicle/s”** shall mean the new or used four wheeler motor vehicle acquired/ to be acquired by the Borrower(s) in respect of which the Loan is granted/to be granted by the Bank hereunder including the accessories thereto as described in the Schedule hereunder written.

2. LOAN AMOUNT, AND INTEREST

- 2.1 The Bank hereby grants/agrees to grant, to the Borrower(s) and the Borrower(s) hereby avail of/agree to avail of a loan up to an aggregate principal amount as stated in the Schedule hereunder written (“First Loan”), on the terms and conditions herein set forth. The purpose for which the First Loan is granted/is agreed to be granted by the Bank to the Borrower(s), is given is specified in the Schedule hereunder written.
- 2.2 The Bank may during the tenure of the First Loan at its sole and absolute discretion, and on the basis of the security created hereunder and the Guarantee given hereunder, grant an additional loan to the Borrower to be governed by this Agreement and subject to and upon any additional terms and conditions stipulated by the Bank to the Borrower (**“Additional Loan”**). In the event the Bank grants/agrees to grant an Additional Loan to the Borrower, the Bank shall separately communicate sanction of such Additional Loan to the Borrower by way of a sanction letter and upon the acceptance of the sanction letter therefor by the Borrower, the provisions of this Agreement shall apply to such Additional Loan to the extent the same are not varied by any additional terms and conditions stipulated by the Bank to the Borrower vide such sanction letter or otherwise and any sanction letter issued by the Bank in respect of the grant of any Additional Loan shall be read alongwith this Agreement and be deemed to form part hereof. For clarity, while this Agreement lays down the provisions and terms and conditions of the Additional Loan in addition to the First Loan, the Agreement shall always be construed in such way that the said provisions as in respect of and to the extent of the Additional Loan shall become applicable from and upon grant of the Additional Loan in terms of this Agreement, unless otherwise provided for specifically.
- 2.3 As regards the First Loan, the Borrower(s) shall pay to the Bank, fixed rate of interest or the Base Rate Linked Interest Rate, as the case may be, however as specified in the Schedule hereto. As regards the Additional Loan, the Borrower(s) shall pay to the Bank, fixed rate of interest or the Base Rate Linked Interest Rate, as the case may be however as specified in the sanction letter therefor. Notwithstanding anything contained in this Agreement or elsewhere, the interest payable by the Borrower(s) shall be subject to the changes in interest rates made by the RBI from time to time as also the Bank may at any time revise the Rate of Interest based on its internal policy decisions from time to time which revised Rate of Interest, as communicated to the Borrower(s) by the Bank, shall be payable by the Borrower(s). The Installments comprise of principal and interest calculated on the basis of reducing balance of principal at the Rate of Interest applicable, and are rounded off to the next rupee. Interest and any other charges shall be computed on the basis of a year of three hundred and sixty (360) days or three hundred and sixty five (365) days as the Bank may deem fit. The payment schedule of the Installments in respect of the First Loan is given in the Schedule hereto. The payment schedule of the Installments or the frequency thereof in respect of the Additional Loan shall be specified in the sanction letter therefor.
- 2.4 In the event the Bank grants the Loan at the Base Rate Linked Interest Rate, as computed in a manner as provided below, the Borrower(s) and the Guarantor/s confirm, agree and undertake as follows:
- 2.4.1 The Base Rate Linked Interest Rate shall be computed in a manner as described in the Schedule hereunder written. For the purpose of the computation of the Base Rate Linked Interest Rate, the Base Rate (“Base Rate”) means the interest rate adopted/determined/announced by the Bank as ‘Base Rate’ from time to time for lending purpose.
- 2.4.2 The Borrower(s) has fully understood the mode and manner of computation of the Base Rate Linked Interest Rate, as more particularly described in the Schedule to this Agreement.
- 2.4.3 The Borrower(s) will be charged Base Rate Linked Interest Rate on a monthly rest basis and the same will be payable on monthly basis.
- 2.4.4 Until the Base Rate Linked Interest Rate varies in accordance with the terms of the Schedule, the Base Rate Linked Interest Rate applicable to the First Loan under this Agreement shall be the rate as specified in the Schedule to this Agreement.
- 2.4.5 The Base Rate Linked Interest Rate (without any prior intimation to the Borrower(s)) may vary from time to time and upon such revision, the Borrower(s) agrees to pay the revised Rate of Interest and / or Installments as may be applicable and the Bank may send appropriate communication to the Borrower(s), in due course of time for such change in Rate of Interest.
- 2.4.6 In the case of any variation, adjustment in the Rate of Interest as per this Agreement, the number of Installments and tenure of the respective Loans under this Agreement may vary accordingly. The Borrower(s) agrees and undertakes to forthwith issue fresh Post Dated Cheques, fresh Standing Instructions, and fresh instructions for ECS for payment of Installments in accordance with such change(s) in Installments under this Agreement and tenure of the concerned Loans as applicable, within one week of receipt of the intimation from the Bank or being approached by Bank’s appointed agents/agencies in this regard.
- 2.4.7 Changes to the Base Rate during a calendar month shall not affect the interest payment of the said month, however shall be applicable from the immediately succeeding calendar month. Accordingly, for the purpose of computation of interest, the prevailing Base Rate at the beginning of every month shall be the basis for computing Base Rate Linked Interest Rate for such month. For the purpose of this clause, the beginning of the every month shall be the 1st calendar day of every month.



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- 2.4.8 Once the Base Rate Linked Interest Rate is reset by the Bank based on the then prevailing Base Rate, such new Base Rate Linked Interest Rate shall be applicable to the amount of the respective Loans under this Agreement till further reset by the Bank.
- 2.4.9 Save and except as provided herein below in Clause 2.4.10 the EMI is intended to be kept constant irrespective of the variations in the Base Rate Linked Interest Rate. In case of variation of the EMI(s), intimation will be provided to the Borrower(s).
- 2.4.10 Notwithstanding anything to the contrary, the Bank shall, based on the Base Rate Linked Interest Rate(s) applied on the Loans under this Agreement, have the right, to increase the EMI(s), in the following circumstances:
- If in the opinion of the Bank, the EMI(s) would lead to a negative amortization i.e. where the EMI(s) is not adequate to cover the interest in full and / or,
 - If in the opinion of the Bank, the principal component of the EMI(s) is inadequate to amortize the concerned Loans within such period as may be determined by the Bank.
- 2.5 The Obligors confirm and agree that in order to work out suitable Installments to be paid by the Borrower(s) towards repayment of the Loans under this Agreement and Collateral Documents and payment of interest, the Bank has adopted a reasonable and proper basis and the Borrower(s) agrees to pay such Installments when due. Upon delay in the payment of Installments and / or repayment of any other Dues by the Borrower(s) beyond the due date for such payment or repayment, then without prejudice to the other rights and remedies available to the Bank hereunder and under law, the Bank shall be entitled to charge additional Late Payment Charges/ additional interest as stated in the Schedule on outstanding Dues or such other rate as may be specified by the Bank from time to time on the entire such outstanding amount, whether of Loans, interest or any other Dues payable hereunder. The aforementioned charges/additional interest would not affect or in any manner prejudice the obligation of strict compliance with the repayment/payment schedule.
- 2.6 All payments to be made by the Borrower(s) to the Bank under or in terms of this Agreement and Collateral Documents shall be made by cheques duly crossed and marked "A/c Payee Only" and the collection charges, if any, in respect of all such cheques will begin to accrue in favour of the Bank as and from the date of issuance of the cheque irrespective of the time for transit / collection / realization / of the cheque by the Borrower(s) or his bank. In case of any payment(s) made by cheque(s) by the Borrower(s) to Bank (towards the Dues), in order to determine the point of time as to when the payment has been made, the payment shall be deemed to have been made at a point of time when the money is credited to the bank account of the Bank after realization of such cheque. The Borrower(s) agree/s to replace the cheques/issue fresh cheques if required by the Bank.
- 2.7 Any dishonouring of the said cheque/revocation of the SI/ECS Instructions, would make the Borrower(s) liable to a flat charge and in case of dishonouring / non-payment on the second presentation, Cheque Bounce Charges as stated in the Schedule would be levied. The levy of charge upon dishonouring / nonpayment of the cheque / revocation of SI/ECS instructions is/shall be without prejudice to the rights of Bank under section 138 of Chapter XVII of the Negotiable Instruments Act, 1881 or any other rights and remedies available to the Bank in law.
- 2.8 The Borrower(s) shall pay one time up front processing charges as mentioned in the Schedule herein towards services to be rendered by the Bank.
- 2.9 The Bank shall furnish a statement of account on or by the 31st of May each year, or at the beginning of this Agreement stating therein the amount due, the interest charged, etc. The amount claimed therein shall be final conclusive and binding on the Borrower(s). Without prejudice to what is stated above, if the Borrower(s) desires to question any statement or any part thereof or any matter connected therewith, the Borrower(s) shall inform the Bank with full details of the same within 15 days of the receipt of the statement by the Borrower(s) and the Borrower(s) shall not be entitled to raise any dispute thereafter on any ground whatsoever.
- 2.10 Any dispute being raised will not enable the Borrower(s) to withhold payment of any Installment.
- 2.11 If any interest remains unpaid on the date it is due and payable, then without prejudice to the other rights and remedies of the Bank, the unpaid interest will be compounded monthly or in such other manner as may be permitted by RBI.
- 2.12 The Loan(s) shall be disbursed as a lumpsum or in suitable installments at the sole discretion of the Bank (which decision shall be final and binding on the Borrower(s)).
- 2.13 In case of any statement or duplicate document specially required by the Borrower(s), the Bank shall charge as stated in the Schedule.
- 2.14 The First Loan amount may be disbursed by the Bank directly to the dealer in the case of purchase of a new Vehicle/s and such disbursement shall be deemed to be disbursement to the Borrower(s). In case of purchase of an old/used Vehicle, the First Loan amount may be disbursed by the Bank to the owner / seller of the Vehicle or to the dealer and such disbursement shall be deemed to be disbursement to the Borrower(s).

3. REPAYMENT AND PAYMENT OF DUES

- 3.1 The respective Loans, interest and other Dues and charges shall be paid/repaid by the Borrower(s) in Installments. The number and amount of Installments for the First Loan are as mentioned in the Schedule herein. The number and amount of Installments for the Additional Loan shall be specified in the sanction letter therefor. Notwithstanding the same, the Bank may at any time, without the provision of any reason therefor, require payment/repayment of any of the Loans, interest and other charges thereon and may



appropriate all the amounts available with the Bank towards these amounts and in such case the Borrower(s) agrees and undertakes to pay all Dues as mentioned above forthwith. Further, the computation/fixation of Installments shall be without prejudice to the right of the Bank to recompute the interest on the basis of any revision in the Rate of Interest. The payment of Installments shall commence as per the repayment/payment schedule irrespective of the delivery of the Vehicle. Strict compliance with the repayment/payment schedule is an essential condition for the grant of the Loans. Out of the Installments for the First Loan, such number of Installments are payable prior to the disbursal of the Loan ("**Advance EMI/ Installment/s**") as specified in the Schedule herein.

- 3.2 The Borrower(s) may, prepay the whole or any part of the outstandings of respective Loans (including interest, other Dues, fees and charges herein) by giving a notice in writing to that effect. The Borrower(s) would have to give minimum written notice of 30 days expressing his intention to prepay the Loan amount, unless the same is waived in writing by the Bank. The prepayment shall take effect only when the actual payment is received by the Bank and interest and other charges would be leviable till the end of the month in which the prepayment is actually effected. In such an event the Bank will levy prepayment charges as mentioned in the Schedule or any rate which is applicable at that time as per Bank's policy on the Dues outstanding.
- 3.3 In the event (a) the Borrower(s) does not utilize the Loan within 7 days of the issuance of cheque/demand draft of a Loan, or (b) the Borrower(s) requests the Bank to cancel the Loan within 7 days of disbursement of the Loan, or the first tranche thereof, as the case may be, the Bank may at its sole and absolute discretion, suspend or cancel the Loan(s) and the Borrower(s) shall be liable to pay forthwith the cancellation charges and other charges, if any, as set out in the Schedule hereunder written along with the total amount of Loan(s), if disbursed and utilised, interest and other Dues.
- 3.4 It is clarified for avoidance of doubt that the Post-Dated Cheques have been drawn by the Borrower(s) for the discharge, in whole or in part, of its debt or other liability under this Agreement, being the Dues, and not for the purpose of creating a security in favour of the Bank.

4. COVENANTS FOR PRICE OF THE VEHICLE

- 4.1 The parties hereby confirm that the price of the Vehicle has been arrived at after taking into account all relevant taxes, duties and levies applicable as on the date of this Agreement. The Borrower(s) agrees that the Installments shall be increased by any fresh imposition or increase in the price of the Vehicle, taxes, duties, levies and charges during the subsistence of this Agreement or that are or may be levied on the Installments or the transaction hereunder or are or may become payable by the Bank by virtue of entering into this Agreement. In the event of such taxes, duties, levies and charges being imposed and/or increasing during the period of the placing of the order of the Vehicle and its acceptance and eventual delivery to the Borrower(s), all and any such taxes, duties, levies and charges, increments shall be borne and paid by the Borrower(s).
- 4.2 If the price of the Vehicle (in case of acquiring a new vehicle) is revised upwards after the date hereof, then and in that event the Borrower(s) shall pay all of the amount (in addition to the amount paid or to be paid by him/it along with the First Loan as the price of the Vehicle) that may be required for acquiring the Vehicle at such revised price and the Bank shall not be liable to pay any amount by way of Loan or otherwise for such revision in price of the Vehicle.
- 4.3 If the Borrower(s) fails to pay the amount as mentioned in Clause 4.2 within 15 (fifteen) days of revision of the price of the Vehicle or within the period allowed for this purpose by the manufacturer or dealer of the Vehicle, whichever is earlier, then and in that event the Bank may at its discretion as agent of the Borrower(s) cancel, annul or rescind the booking of the Vehicle and collect the refund of booking price (after such deductions as may be made by the manufacturer of the Vehicle or its dealer) for adjustment thereof against any amount that may be due and payable by the Borrower(s) to it in terms hereof.
- 4.4 The Borrower(s), for the purpose of Clause 4.3 above, hereby irrevocably authorizes the Bank to cancel, annul or rescind any booking of the Vehicle and to receive any refund of booking price of the Vehicle from the manufacturer thereof or its dealer.

5. SECURITY

- 5.1 In consideration of the Bank having granted or agreed to grant to the Borrower(s) the First Loan and having agreed to grant at its sole and absolute discretion, the Additional Loan subject to the terms and conditions mentioned herein and in the Collateral Documents, the Borrower(s) hereby hypothecates to and charges in favour of the Bank by way of first and exclusive charge the Vehicle for the due payment and repayment of the First Loan and the Additional Loan and the respective Dues and hereby agrees to obtain an endorsement to that effect on the Registration Certificate from the concerned Registering Authority. Provided that if the Vehicle (to be acquired) has not been delivered to and/or registered (wherever applicable) in the name of the Borrower(s) at the time of signing of this Agreement, the particulars of the Vehicle shall be informed in writing by the Borrower(s) within two calendar days of such delivery and / or registration, whereupon such writing shall form part of this Agreement and the Schedule hereto; In case of the Vehicle being a used vehicle and subject to a prior charge/hypothecation/lien/any other encumbrance, the Borrower(s) shall forthwith obtain and submit to the Bank an irrevocable no-objection certificate from the holder of such prior charge/hypothecation/lien/any other encumbrance for the creation of hypothecation and charge by the Borrower(s) in favour of the Bank over the Vehicle(s). The Bank shall be entitled to withhold disbursement of the whole or part of the Loan until the submission of the above referred no-objection certificate to the Bank by the Borrower(s); further without prejudice to any other rights available to the Bank hereunder or under law, the Bank may call upon the Borrower(s) to submit/procure such additional documents in original and/or assurance(s) as the Bank may require and the Borrower(s) hereby unconditionally and irrevocably agrees and undertakes to submit/procure such additional documents in original and/or assurance(s) to the Bank.
- 5.2 The Obligor(s) hereby agree that the Bank is not responsible for delivery of duly endorsed Registration Certificate and that the Borrower(s) shall not withhold payment of Installments on the ground that Registration Certificate has not been delivered.
- 5.3 The Borrower(s) hereby expressly and irrevocably agree that they shall be estopped from taking the plea that on the date the this Agreement was signed the exact details of the Vehicle were not available.
- 5.4 The charge created by the Borrower(s) in Clause 5.1 above shall stand as security for the repayment and payment by the Borrower(s)



of the Loans granted or to be granted to the Borrower(s) by the Bank together with all Dues. . The Borrower(s) hereby agrees that any and all filings made and any endorsement on the Registration Certificate obtained from the concerned Registering Authority in relation to the hypothecation and charge created over the Vehicle shall be deemed to have been filed/obtained (as the case may be) for the purpose of the First Loan, the Additional Loan and all the respective Dues.

- 5.5 The charge herein created shall continue unless and until the Bank shall issue a certificate discharging the security created herein and shall not affect, impair or discharge the liability of the Borrower(s) by winding up (voluntary or otherwise) or by any merger or amalgamation, reconstruction, take over of the management, dissolution or nationalization (as the case may be) of the Borrower(s).
- 5.6 The hypothecation and charge in favour of the Bank shall be deemed to take place immediately on signing of this Agreement or delivery of the Vehicle, as the case may be, whichever is earlier. Notwithstanding anything to the contrary in clause 2.2 hereinabove, the provisions of this clause 5 as regard the Additional Loan shall come into force with immediate effect and become applicable, upon signing of this Agreement or delivery of the Vehicle, as the case may be, whichever is earlier.
- 5.7 Without prejudice to the aforesaid, the Obligors hereby agree to create such further/additional security as the Bank may at its sole and absolute discretion deem necessary for the purpose of securing the First Loan, Additional Loan (if any) and all the respective Dues.

6. REPRESENTATIONS BY THE OBLIGORS

6.1 The Obligors hereby jointly and severally represent and warrant that each of them:

- (i) (in case of any of them being a Corporation) is a Corporation duly incorporated or constituted and existing under the laws of India with power to enter into this Agreement and each of the documents to which it is or will be a party; and
- (ii) has duly taken all corporate and other actions which are required to be taken by any person to authorize the execution by the Obligors of this Agreement and of each Collateral Document and the performance by them or of their obligations herein and under each of the Collateral Documents.

6.2 The Borrower(s) hereby represents that:

- (i) In case of the Vehicle being a new vehicle, no encumbrance of any nature nor any lien exists over the Vehicle hypothecated herein and in case of the Vehicle being a used vehicle the Borrower(s) has obtained all consents and no-objections as may be required to enable the Borrower(s) to avail of the Loans and create security by way of hypothecation of the Vehicle in favour of the Bank hereunder;
- (ii) the Borrower(s) has obtained and done all that is necessary to give full force and effect to this Agreement and the transactions contemplated hereunder and obtained all authorizations, approvals, consents, no-objections licenses and permissions required in or by the law of India in relation to this Agreement, Collateral Documents and the Vehicle. and
- (iii) the Borrower(s) has paid all public demands and all taxes and revenues payable to the Government of India or to the Government of any State or to an local authority and that at present there are no-arrears of such taxes and revenues due and outstanding.

The representations and warranties in this Clause 6 are made on the date hereof and shall be deemed to be repeated on each day until the payment and repayment in full by the Obligors of all Dues to the satisfaction of the Bank and the Bank having confirmed the same to the Obligors.

7. INDEMNITY

7.1 The Obligors shall jointly and severally indemnify, keep indemnified and saved harmless the Bank on demand in respect of any actions, claims, costs, damages, demands, expenses, losses and liabilities made against, suffered or incurred by the Bank arising directly or indirectly from or in connection with:

- (i) Any failure by any of the Obligors to comply with the provisions of this Agreement and/or any of the Collateral Documents;
- (ii) any liability including third party liability that may arise out of the possession, operation and use of the Vehicle by the Borrower(s) or by its employees or by its agents or by other persons whosoever whether or not authorized by the Borrower(s) for use of the said Vehicle and incidental to that purpose;
- (iii) any claims, losses, demands, actions, costs, expenses and liabilities incurred or suffered by the Bank by reason of the representations and warranties given by the Borrower(s) and/or Guarantor(s) being false or untrue in material respect or misleading and / or any claims, losses, demands, actions, costs, expenses and liabilities incurred or suffered by the Bank by reason of the Vehicle not being free from encumbrance and/or any previous charge.and/or
- (iv) any claims, demands, actions, costs, expenses and liabilities incurred or suffered by the Bank by reason of non-payment or insufficient payment of stamp duty by the Borrower(s) on this Agreement, sanction letter for the Additional Loan, and the Documents and any other writings or documents which may be executed pursuant to and or in relation to this Agreement.

7.2 The Borrower(s) shall keep the Bank informed of all developments regarding such action, claims, costs, damages, demands, expenses, losses and liabilities and shall not dispute, compromise or otherwise deal with the same except with the consent of the Bank. The Bank shall however be under no obligation and / or liability to the Borrower(s) to provide any assistance in connection with any such claim that the Borrower(s) may require.

7.3 This Clause 7 (Indemnity) shall survive the termination of this Agreement.



8. GENERAL COVENANTS UNDERTAKINGS AND WARRANTIES

8.1 The Borrower(s) shall:

- (i) obtain and do all that is necessary to maintain in full force and effect all authorizations, approvals, consents, no-objections, insurances, licenses, permissions and renewals required in or by the laws of India in relation to this Agreement, each of the Collateral Documents and the performance of obligations hereunder and thereunder and in relation to the Vehicle;
- (ii) Get the Vehicle (in case of acquiring a new Vehicle) registered with the appropriate Registering Authority (wherever applicable) under the Motor Vehicles Act, 1988;
- (iii) inform the Bank promptly in writing of any theft or damage to the Vehicle, lodging of any claim whatever with any insurance company in respect of the Vehicle and such writing shall be delivered to the Bank within three working days of such damage or lodgment of claim;
- (iv) Inform the Bank of any loss, destruction or misplacement of the Registration Certificate of the Vehicle or the insurance policy relating to the Vehicle within three working days of such loss, destruction or misplacement;
- (v) Not apply for any duplicate Registration Certificate for the Vehicle otherwise than by delivering the application thereof to the Bank for endorsing its charge on the Vehicle; and
- (vi) Not transfer the registration of the Vehicle to any city or town other than the City of Registration;
- (vii) Indemnify and keep indemnified the Bank against any loss or damage to the Vehicle or any part thereof from whatever cause whether or not such damage is as a consequence of the negligence of the Borrower(s).

8.2 The Borrower(s) undertakes that he/she/it/they shall have and maintain sufficient balance in the account of the drawee bank for payment of Installments/ Post- Dated Cheques /SI/ECS instructions on the day when any Installment herein or the Dues become payable and for 45 days thereafter to honour any cheque/ Post -Dated Cheque/instruction.

8.3 The Borrower(s) shall utilize the entire First Loan for the purchase of the Vehicle(s) and for paying insurance premium as mentioned above, if any as indicated by him in his loan application and for no other purpose whatsoever. Insofar as the Additional Loan (if any) is concerned, the Borrower(s) shall not utilize the Additional Loan for any purpose other than the purpose mentioned in application made therefor to the Bank and/or the sanction letter issued by the Bank and accepted by the Borrower.

8.4 It shall be the Borrower(s)'s obligation to keep himself acquainted with the rules of the Bank, from time to time.

8.5 The Borrower(s) expressly recognizes and accepts that the Bank shall, without prejudice to its right to perform such activities itself or through its officer or servants, be absolutely entitled and have full powers and authority to appoint one or more third parties of the Bank's choice and to transfer and delegate to such third parties the right and authority to collect on behalf of the Bank all amounts hereunder and to perform execute all acts, deeds, matters and things connected therewith or incidental thereto including sending notices of demand, attending the residence or office of the Borrower(s) or otherwise contacting the Borrower(s), receiving the Installments in' cash/draft/cheque whether in the name of the Bank or in its own name from the Borrower(s), entering into a compromise with the Borrower(s), giving a valid receipt and granting effectual discharge to the Borrower(s) and generally performing all lawful acts as the third parties may consider appropriate for the purposes.

8.6 The Borrower(s) agrees hereby to pay the Installments and other Dues to the Bank under this Agreement and the Collateral Documents irrespective of whether or not the Vehicle is in use by the Borrower(s) and/or, even if the Vehicle is not in use due to damage and repair.

8.7 In case the Loan(s) is/are taken jointly by more than one Borrower(s), their liability shall be joint and several, even if the Vehicle is registered in the name of one of the Borrower(s) only.

8.8 The Borrower(s) agree to allow the officers, or auditors (including Borrower's auditors), technical experts or management consultants appointed by the Bank to inspect the Borrower's books of accounts and certify including but not limited to end use of funds, from time to time as required by the Bank and agree to forthwith, upon demand by the Bank, to extend full co-operation and pay for the costs and expenses incurred by the Bank in relation to said inspection.

8.9 The Borrower(s) agree and undertake not to induct a person, into the Board of Directors, who is a promoter or director on the Board of a company which has been identified as a willful defaulter or a person who has been declared as a willful defaulter by any Bank/ Financial Institution. In case such a person is already a member of the Board of Directors, the Borrower would take expeditious and effective steps for the removal of that person from the Board of Directors.

9. COVENANTS

9.1 The Borrower(s) shall:

- (i) keep the Vehicle specifically appropriated to the security herein;
- (ii) pay all rates, assessments, taxes and other outgoings which are now or hereafter may be assessed, imposed, or payable for the Vehicle by the Government, Municipal Corporation, Registration Authority or other authority and on demand produce to the Bank every receipt thereof, charges, taxes, assessments or other outgoings,



- (iii) Allow inspection of the Vehicle and all documents relating thereto for verification thereof or making valuation by (a) the Bank or (b) its officers, auditors, technical experts, management consultants, valuers or any other persons authorised for the purpose by the Bank.
- (iv) Not sell, encumber, transfer or otherwise dispose of or suffer or allow to suffer any attachment or distress to the Vehicle or any parts thereof or allow anything that may prejudice or endanger the security herein (including installation of LPG / CNG Kit) without the express consent in writing of the Bank.
- (v) On demand being made by the Bank: -
 - (a) give immediate actual possession to the Bank, its nominees or agents (as the case may be) of the Vehicle;
 - (b) transfer, deliver and endorse all registrations, policies, certificates and documents relating to the Vehicle to the Bank, its nominees or agents (as the case may be); and
 - (c) do and execute or cause to be done and executed at the costs and expenses of the Borrower(s), all such acts, deeds, assurances, matters, and things as may be required by the Bank for further assuring and confirming the security created herein and the rights, powers and remedies hereby conferred.
- (vi) Sign and deliver the necessary forms that may be required to be filed with the Registering Authority or other authorities under the Motor Vehicles Act, 1988 or any other law for the time being in force to record the hypothecation on the said Vehicle, created or to be created in favour of the Bank.
- (vii) Submit to the Bank a certified true copy of the Registration Certificate relevant to the Vehicle. This Registration Certificate will be submitted within 60 (sixty) days of having taken delivery of the Vehicle or 150 (one hundred and fifty) days from the date of disbursement of the First Loan, whichever is earlier.
- (viii) Punctually pay all the sums referred to in Clause 2 of this Agreement and all Dues in terms of the Collateral Documents.

10. INSURANCE AND MAINTENANCE

- 10.1 At the request of the Borrower(s), the Bank may at its own discretion also finance the insurance premium of an insurance policy insuring the Borrower(s) against the risks of personal accident, accidental hospitalization, outstanding amount of the First Loan and/or Additional Loan (if such Additional Loan is granted to the Borrower by the Bank) to the Bank and /or critical illness provided that such insurance policy has been taken out by the Bank on behalf of the Borrower(s) from an insurance company approved by the Bank with specific instruction and authority by the Borrower(s) to such insurance company that in case of any loss reported under the section of 'outstanding amount of First Loan and/or Additional Loan (if such Additional Loan is granted to the Borrower by the Bank) to the Bank' or similar section, the loss will be paid to the Bank by such insurance company. Such insurance premium paid by the Bank on behalf of the Borrower(s) shall be added as the principal amount to the First Loan and/or Additional Loan (if such Additional Loan is granted to the Borrower by the Bank) granted herein and shall form part of the First Loan and/or Additional Loan (if such Additional Loan is granted to the Borrower by the Bank). The Borrower(s) shall pay to the Bank the amount towards insurance premium as mentioned above which may be disbursed by the Bank directly to such an insurance company approved by the Bank and such disbursement shall be deemed to be disbursement to the Borrower(s).
- 10.2 Without prejudice to what is stated hereinabove, the Borrower(s) shall at its own expense during the continuance of the security herein keep the Vehicle covered under comprehensive risk, including riot, civil commotion risk, fire, accident, theft, unlimited third party risk, and other hazards as stipulated from time to time with such insurance company as may be required by the Bank by timely payment of all premium in respect of such insurance and produce and deliver (if so required by the Bank) any insurance policy, cover note or receipt on demand by the Bank for its inspection and verification.
- 10.3 The insurance policy to be taken out hereunder shall be in the name of the Borrower(s) and the Bank shall be described as loss payee under such insurance;
- 10.4 The Borrower(s) agrees and undertakes to keep and maintain in good and marketable condition the said Vehicle at the Borrower(s)'s own expense and replace all such parts whether broken or damaged, as is the normal practice adopted for the maintenance of any Vehicle. The Borrower(s) expressly agrees to engage mechanics, dealer's service facilities expressly authorized by the manufacturer of the Vehicle to effect repairs and to service the Vehicle.
- 10.5 If the Borrower(s) fails to comply with any of the terms mentioned above in this Clause, the Bank may, without prejudice to its rights and remedies under this Agreement and in law, take such steps as it may deem fit to keep and maintain the Vehicle or insure or renew such insurance at the Borrower(s)'s costs, charges and expenses, which shall be reimbursed by the Borrower(s) on demand by the Bank.
- 10.6 In order to safeguard the security for the Dues and to ensure that the Bank's lien is marked on the insurance, the Bank may get the insurance done on behalf of the Borrower(s), by being a facilitator and making the premium payment of the approved insurance company through the Borrower(s)'s Post-Dated Cheques/pay orders/any other payment instructions. However, any non-payment on the part of the Bank due to any reason whatsoever shall not affect the liability of the Borrower(s) to pay the necessary insurance premium and to keep the Vehicle(s) insured. The first claim on any insurance proceeds shall be that of the Bank with respect to insurance policy and its renewal as stipulated from time to time and shall pay Rs. 250 or such other amount as may be specified by the Bank from time to time as nominal compensation for the services rendered by the Bank for facilitating the above mentioned arrangement with the insurance company and ensuring that the Bank's name is marked under insurance. The compensation mentioned above is subject to change at the discretion of the Bank.
- 10.7 The Bank at its option shall be entitled to adjust, settle or compromise in any manner whatsoever at the Borrower(s)'s cost any dispute



arising under or in connection with any such policy or insurance and such adjustment, settlement and compromises shall be valid and binding on the Borrower(s).

- 10.8 The Bank at its option will have the right to appropriate any monies received from the insurance company towards the Borrower(s)'s obligations to the Bank.
- 10.9 The Borrower(s) accepts that the Bank shall not be liable for any loss on account of non-renewal of insurance of the Vehicle and / or delay / nonpayment by the insurance company / or any settlement claim by the Borrower(s).

11. COVENANT TO PAY BY THE GUARANTOR(S)

- 11.1 In consideration of the Bank granting or continuing to make available the First Loan so long as it may think fit to the Borrower(s), and agreeing to grant at the Bank's sole and absolute discretion the Additional Loan to the Borrower, the Guarantor(s) jointly and severally hereby irrevocably and unconditionally guarantee the full performance of this Agreement and the Collateral Documents by the Borrower(s) and all of its obligations hereunder in relation to the First Loan and the Additional Loan and the respective Dues, and under the Documents and in connection herewith and with the Documents and regular and punctual payment of all sums due under this Agreement and the Documents from the Borrower(s); and in the event of any non-performance of the whole or any part of this Agreement or any of the Documents by the Borrower(s), the Guarantor(s) hereby agree to pay to the Bank on demand and without any demur, protest, contestation or reference to any other Party all monies and discharge all obligations and liabilities whether actual or contingent now or anytime hereafter due, owing and incurred to the Bank by the Borrower(s) together with interest, (as well as before any demand or judgment) till the date of payment at such rates and upon such terms and conditions as the Bank may stipulate in this regard and all costs, fees, charges, and expenses as may from time to time be payable by the Borrower(s) in terms hereof. In case of there being more than one Guarantor, their liability in terms of this clause 11 shall be joint and several.
- 11.2 This Guarantee is a continuing guarantee and shall continue notwithstanding the death, insolvency, lunacy, liquidation/dissolution (as the case may be) or any incapacity of the Borrower(s) or Guarantor(s) or, (in case the Guarantor is more than one), any one, more than one or all of them; or any change in the constitution of any of the Borrower(s) or Guarantor(s) or in the name or style of the Borrower(s) or the Guarantor(s).
- 11.3 The Guarantor(s) hereby agree that it shall not be necessary for the Bank to exhaust its rights or take any action against the Borrower(s) or any other guarantor for the same debt before requiring the Guarantor to make payment under this Agreement.
- 11.4 The Guarantor(s) hereby expressly agree that without his/its/their consent, the Bank shall be at liberty to vary, alter, or modify the terms and conditions of this Agreement, the Documents and/or of the security created herein and that any such variation, alteration or modification shall not serve as a discharge of the Guarantor(s)' obligations herein.
- 11.5 The Guarantor(s) shall not in the event of the liquidation/insolvency of the Borrower(s) prove in competition with the Bank in the liquidation proceedings.
- 11.6 Any indebtedness of the Borrower(s) now or hereafter held by the Guarantor is hereby subordinated to the indebtedness of the Borrower(s) to the Bank; and such indebtedness of Borrower(s) to the Guarantor, if the Bank so requests shall be collected, enforced and received by Guarantor as trustee for the Bank and be paid over on account of the indebtedness of Borrower(s) to the Bank but without reducing or affecting in any manner the liability of Guarantor under the other provisions of this guarantee.
- 11.7 Notwithstanding anything to the contrary in clause 2.2 hereinabove, the provisions of this clause 11 as regard the Additional Loan shall come into force with immediate effect and become applicable upon signing of this Agreement.
- 11.8 The Guarantor agrees that as a pre-condition of the said Loan given to the Borrower by the Bank, in case the Borrower commits default in repayment of the said Loan or in the repayment of the interest thereon or any installments thereof on the due dates or in case of default by the Guarantor in the performance of the obligations hereunder, the Bank and/or Reserve Bank of India will have an unqualified right to disclose or publish the name of the Borrower and/or Guarantor and its/their Directors / Partners / Proprietor as willful defaulters in such manner and through such medium as the Bank or Reserve Bank of India in their absolute discretion may think fit.

12. EVENTS OF DEFAULT

The Obligors expressly, irrevocably, jointly and severally agree with the Bank that in case:

- 12.1 the Obligors or any of them fail to pay any sum due from them hereunder or under the Documents;
- 12.2 the Obligor/s (or any of them) fail/s duly to perform any obligation or commits any breach of any of the terms, representations, warranties, covenants and conditions herein contained or set out in the Documents or has made any misrepresentations to the Bank;
- 12.3 the Obligor (s) (in case of either of them being a corporation or partnership firm) takes any action or other steps are taken or legal proceedings are started for winding up, dissolution or re-organization or for the appointment of a receiver, trustee or similar officer on its assets particularly on the Vehicle;
- 12.4 the Obligor (in case of being an individual and in case of the Guarantor(s), (if more than one, any of them) dies or takes any steps or any steps are taken with a view to his being made insolvent in any jurisdiction or with a view to the appointment of a receiver, trustee or similar officer of any of his assets;
- 12.5 the Obligor/s fail/s to pay any insurance premium for the Vehicle or cheque bounce charges in terms and conditions hereof;
- 12.6 the Vehicle is confiscated, attached, taken into custody by any authority or subject to any execution proceeding;



- 12.7 the Vehicle is in distraint, endangered or badly damaged due to accident or any other reason whatever causing the same to be a total loss in the opinion of the Bank or caused bodily injury to any person due to any accident or otherwise;.
- 12.8 the Obligor(s) (or any of them) fail/s to pay any tax impost, duty or other imposition or comply with any other formalities required for the Vehicle under law from time to time;
- 12.9 the Vehicle is stolen and/or untraceable for any reason whatever;
- 12.10 Any of the PDCs/cheques delivered or to be delivered by the Borrower(s) to the Bank in terms and conditions hereof is not encashed for any reason whatsoever on presentation;
- 12.11 any instructions are given by the Borrower(s) for stop payment of Post-Dated Cheques/ revocation of SI / ECS instructions, given as per Clause 3, for any reason whatsoever,
- 12.12 The Borrower(s) fails to supply a certified true copy of the Registration Certificate within the time frames specified in Clause 5 and Clause 8 hereof.
- 12.13 The Vehicle being destroyed for any reason whatsoever.
- 12.14 The Borrower(s) failing to file the particulars of the Vehicle in the prescribed form of the Bank and as provided in the Schedule-to this Agreement;
- 12.15 any information given by the Borrower(s) in his loan application to the Bank for financial assistance is found to be misleading or incorrect in any material respect or any representation or any warranty under this Agreement or any of the Documents is found to be misleading or incorrect in the opinion of the Bank.
- 12.16 the Vehicle has been used or alleged to have been used for any illegal or speculative purposes or activity; or
- 12.17 Any circumstances arise which gives reasonable grounds in the opinion of the Bank that is likely to prejudice or endanger the Vehicle;

Then in any such case at any time thereafter without prejudice to the rights and remedies of the Bank, the Bank may (but shall not be bound to do so), without the specific intervention of a court or any court order, by written notices to the Borrower(s) declare the First Loan, Additional Loan(s) (if any) to be immediately due and payable, whereupon the same shall become payable together with accrued interest thereon, the charges as set out in the Schedule hereunder written and all other Dues.

On the question whether any of the above events / circumstances has/ have occurred / happened, the decision of the Bank shall be final conclusive and binding on the Obligors.

13. COSTS, CHARGES AND EXPENSES

The Borrower(s) shall without prejudice to any rights, or remedies that the Bank may have in law, pay on demand made by the Bank the following costs, charges and charges:

- 13.1 charges as stated in the Schedule or such other amount as stipulated by the Bank from time to time towards Cheque Bouncing Charges for each time a Post Dated Cheque, Standing Instruction, ECS Instruction is returned / stopped/revoked for any reason whatsoever.
- 13.2 all costs and expenses (including legal fees) that may be incurred in or in connection with the preservation and / or enforcement of any of the rights of the Bank under this Agreement and the Documents.
- 13.3 various charges for possession of the Vehicle like tow - away charges, godown charges, rentals and other such expenses incurred by the Bank for effecting the possession of the Vehicle and for its safe keeping, etc.
- 13.4 Cheque Swapping Charges as stated in Schedule or similar charges towards replacement of the Post Dated Cheques given by him.

14. EVIDENCE OF DEBT

- 14.1 The records and accounts maintained by the Bank in its ordinary course of business for any amounts due under this Agreement and/ or the Documents, accounts of sales, realisation and recovery of the Vehicle, insurance, costs, charges and expenses shall be prima facie evidence and sufficient proof against the Borrower(s) in any legal action or proceeding arising out of or in connection with this Agreement and/or the Documents.
- 14.2 The Borrower(s) hereby agrees to accept the Bank's accounts of sales, realization and recovery of the Vehicle as sufficient proof of amounts realized and related expenses.
- 14.3 In any legal action or proceeding arising out of or in connection with this Agreement and/or the Documents, the entries made in the accounts maintained by the Bank shall be prima facie evidence of the existence and amounts of the obligations of the Borrower(s) therein recorded and amount of realization, recovered and expended;
- 14.4 The Borrower(s) hereby agree/s to accept the Bank's accounts for any amounts due under this Agreement and/or the Documents, insurance, costs, charges and expenses as sufficient proof of the amount being spent by the Bank.



15. ENFORCEMENT

- 15.1 If any of the "Events of Default" arises (whether demand for repayment/payment is actually made or not), and the same (if capable of remedy) is not remedied to the satisfaction of the Bank within the period specified by the Bank, then and in such case and at any time thereafter, the Bank through its officers, agents or nominees shall have the right (without prejudice to the right in Clause 7 and any of its other rights and remedies in law and contract) to take any one or more than one of the following actions without the specific intervention of a Court or any court order:
- (i) without any notice and assigning any reason and at the risk and expense of the Borrower(s) and if necessary as attorney for and in the name of the Borrower(s) take charge and / or possession of, seize, recover, appoint receiver of and remove the Vehicle. The Bank will be within its rights to use tow -van to carry away the Vehicle, and / or,
 - (ii) enter into or upon any place or premises where the Vehicle may be kept or stored and inspect, value or insure the same at the costs and expenses of the Borrower(s), and / or,
 - (iii) sell by auction or any private contract or tender, dispatch or consign for realization or otherwise dispose of or deal with the Vehicle in the manner the Bank may think fit,
- 15.2 The Borrower(s) hereby agrees and authorizes the officers, agents and nominees of the Bank to do and exercise any one or more than one of the acts and powers under this Agreement and the Documents.
- 15.3 Notwithstanding anything to the contrary expressed or implied herein:
- (i) the Bank shall have a right to but shall not be bound to exercise any of the powers mentioned in this Agreement or any Collateral Documents; or,
 - (ii) if the Bank exercises any one or more powers mentioned in this Agreement and/or the Documents the same shall be without prejudice to the Bank's rights and remedies available in any suit or any legal proceeding either pending or that may be initiated against the Borrower(s) in law, or,
 - (iii) the Bank or its officers, agents or nominees shall not be in any way responsible for any loss, damage, limitation, or depreciation that the Vehicle may suffer or sustain on any account whatsoever whilst the same is in possession of the Bank, its officers, agents or nominees or because of exercise or non-exercise of the rights, powers, or remedies available to the Bank or its officers, agents or nominees and all such loss, damage or depreciation shall be debited to the account of the Borrower(s) howsoever the same may have been caused; or,
 - (iv) neither the Bank nor its agents, officers or nominees shall be in any way be responsible and liable and the Borrower(s) hereby agrees not to make the Bank or its officers, agents or any nominees liable for any loss, damage, limitation or otherwise for any belongings and articles that may be kept or lying in the Vehicle at the time of taking charge and / or possession, seizure of the Vehicle pursuant to the terms of this Clause 15.

16. DISTRIBUTION OF REALISATION

The net proceeds of sale, realization, recovery and / or insurance claim proceeds relating to the Vehicle herein, on receipt by the Bank shall be applied at its absolute discretion in the manner and priority it thinks fit. The Borrower(s) shall continue to be liable for any deficiency in the amount due to the Bank by the Borrower(s) after adjustment of the net proceeds of sale, realization, recovery and / or insurance claim as above.

17. SET-OFF AND LIEN

In respect of all or any of Borrower's / Guarantor's liabilities to the Bank, whether under this Agreement or under any other obligation or any other facilities/borrowings/document, whether such liabilities are/be crystallised, actual or contingent, primary or collateral or several or jointly with others, whether as principal debtor and/or as guarantor and/or otherwise howsoever (collectively "Liabilities"), the Bank shall have a specific and special lien on all the Borrower's / Guarantor's present and future stocks, shares, securities, property, book debts, all moneys in all accounts whether current, savings, overdraft, fixed or other deposits, held with or in custody, legal or constructive, with the Bank, now or in future, whether in same or different capacity and whether severally or jointly, whether for any banking relationship, safe custody, collection, or otherwise and the Bank shall have the right to, without notice to and without consent of the Borrower to transfer, sell, realize, adjust, appropriate all such securities and property as aforesaid for the purpose of realizing or appropriating against any of Bank's dues in respect of any of the Liabilities. In addition to general lien and/or similar right, the Bank may at any time in its absolute discretion and without notice to and without consent of the Borrower, combine or consolidate all or any of accounts of the Borrower, whether of same type or nature or not and whether in same capacity or not, with any of the Liabilities and set off or transfer any sum or sums standing to the credit of any one or more of such accounts in or towards satisfaction of any of the Liabilities. The Bank shall be deemed to have and hold and continue to have first charge on any assets including any of the deposit on which security has been created in respect of the Loan, also for any of the other Liabilities and all the rights and powers vested in the Bank in terms of any security or charge created for the Loan shall be available to the Bank also in respect of such Liabilities, irrespective of the fact whether the Loan is at any time repaid or satisfied or not and even after the Loan has been repaid or prepaid or the security and property is given to Bank in respect of any particular liabilities.

18. LIMITATION OF LIABILITY

Notwithstanding anything contained herein: -

- 18.1 The Bank shall not in any way be responsible for delay, omission or neglect in encashment, damage or loss of any PDCs/cheques (already given or to be given by the Borrower(s) to the Bank in terms hereof) for any reasons whatsoever, and / or



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- 18.2 No interest or compensation shall be payable by the Bank to the Borrower(s) on the proceeds held/to be held by the Bank,
- 18.3 The Bank shall not be responsible for delay, or non-delivery, or any defect, damage, or quality of the Vehicle, for which the Borrower shall be solely responsible. It is further agreed that the Bank shall not be responsible or liable even if there is a defect or dispute of any nature in the title (even if the Vehicle is found to be a stolen Vehicle) or ownership of the Vehicle and that the Borrower shall independently satisfy itself in this regard.

19. SEVERABILITY

If any provision of this Agreement is invalid or unenforceable or prohibited by law where that provision is to be performed, this Agreement shall be considered divisible as to such provision and such provision shall be inoperative and shall not be part of the consideration moving from any party hereto to the other and the remainder of this Agreement shall be valid and binding and of like effect as though such provision was not included herein.

20. CONSENT TO DISCLOSURE

- 20.1 The Borrower(s) authorize the Bank to disclose, from time to time any information relating to the First Loan and Additional Loan (if any), and Dues to any parent / subsidiary / affiliate / associate entity of the Bank, and to third parties engaged by the Bank, for purposes such as marketing of services and products.
- 20.2 The Borrower(s) and the Guarantor(s) understand that as a pre-condition, relating to grant of First Loan and any Additional Loan (if any) to the Borrower(s), the Bank, requires the Borrower(s)'s and the Guarantor's consent for the disclosure by the Bank of, information and data relating to them, of the credit facility availed of / to be availed, by the Borrower(s), obligations assumed/to be assumed, by them, in relation thereto and default, if any, committed by them, in discharge thereof.
- 20.3 Accordingly, the Borrower(s) and the Guarantor(s) hereby agree and give consent for the disclosure by the Bank of all or any such;
- (a) Information and data relating to him / her / them including without limitation the Borrower(s)'s and/or Guarantor(s)'s credit history;
 - (b) The information or data relating to the First Loan, Additional Loan (if any), Dues and any credit facility availed of / to be availed, by him / her / them; and
 - (c) Default, if any, committed by him / her / them, in discharge of his/ her/ their obligations.
- as the Bank may deem appropriate and necessary to disclose and furnish to Credit Information Bureau (India) Limited, any other agency authorised in this behalf by RBI, any bank, financial institutions, finance company, registered credit bureau, governmental/ regulatory/statutory authorities, rating agencies, other branches of the Bank, subsidiaries, affiliates, service providers, and any other persons and third parties as may be required by the Bank.
- 20.4 The Borrower(s) declares that the information and data furnished by his / her / them to the Bank are true and correct.
- 20.5 The Borrower(s) undertakes that:
- (a) the Credit Information Bureau (India) Limited and any other agency so authorised may use, process the said information and data disclosed by the Bank in the manner as deemed fit by them; and
 - (b) the Credit Information Bureau (India) Limited and any other agency so authorised may furnish for consideration, the processed information and data or products thereof prepared by them, to banks / financial institutions and other credit grantors or registered users, as may be specified by the RBI in this behalf.

21. COMMUNICATION / NOTICES / CORRESPONDENCE

- 21.1 Any notice, approvals, instructions, demand and other communications given or made by the Bank shall be deemed to be duly given and served if sent by courier, normal post, Registered Post, facsimile, electronic mail, personal delivery, sms or by pre-paid registered mail addressed to the Borrower's address, phone/ mobile number, fax number or email as given in the Application/schedule of agreement (or at the address changed on which Bank's acknowledgement is duly obtained as hereinafter mentioned) and such notice and service shall be deemed to take effect on the third working day following the date of the posting thereof in case of courier, normal post, registered post, at the time of delivery if given by personal delivery, upon receipt of a transmission report if given by facsimile, upon sending the electronic mail or sms if given by electronic mail or sms.
- 21.2 Every notice, request, demand or other communication issued by the Borrower/Guarantor to the Bank under this Agreement shall:
- (a) be in writing, delivered by hand, or by registered post, acknowledgement due;
 - (b) be deemed to have been received when delivered by hand, at the time so delivered if during business hours on a business day, and if given by registered post acknowledgement due, 48 hours after it has been put into post; and
 - (c) be sent to the Bank at its Lending Office Address as per the Schedule or to such other address as the Bank may in writing hereafter notify to the Borrower/Guarantor.
- 21.3 Either party may, from time to time, change its address, Email ID, Phone and Mobile number as provided in application form or representative for receipt of notices or other communications provided for in this Agreement by giving to the other not less than 2 working days prior written notice to the Party.
- 21.4 In all correspondence, the Account Number and also the full Registration Number of the Vehicle details i.e., Registration Number, Engine and Chasis number should be quoted by the Borrower(s)/Guarantor(s).



22. FACSIMILE (FAX) / EMAIL INDEMNITY

- 22.1 The Borrower / Guarantor hereby consents and specifically confirms that the instructions given by the Borrower / Guarantor to the Bank by way of facsimile or via email (irrespective of whether such instructions so given are electronically signed or not, or are only scanned instructions emailed to the Bank by the Borrower / Guarantor or authorized signatory(ies) of the Borrower / Guarantor) ("Virtual Instructions") to perform certain acts which may be permitted by the Bank from time to time, shall be valid, effective and legally enforceable against the Borrower / Guarantor. For the purpose hereof an email shall be deemed to be "Electronically Signed" if the same has been encrypted / authenticated by using an electronic method or procedure in accordance with the provisions of the Information Technology Act, 2000 or in any other manner / method / procedure / technique as is recognized / envisaged as a valid method of encryption / authentication under the provisions of the Information Technology Act, 2000.
- 22.2 The Borrower / Guarantor shall ensure that the Virtual Instructions shall be sent to such facsimile number/ email address as may be communicated by the Bank to the Borrower / Guarantor from time to time. The Borrower/Guarantor shall upon giving such Virtual Instructions, deliver to the Bank without any delay within 3 (three) business days, the original hard copy of the Virtual Instructions ("Hardcopy") signed by the Borrower / Guarantor. Each Hardcopy shall be accompanied by a note or a cover slip which shall state that "This is a Hardcopy of the fax/email instructions to you from M/s /Mr./Mrs. _____ (Name of Borrower/Guarantor) sent / transmitted on ____ day of ____ at approximately ____ a.m. / p.m.". In case of non-receipt of such Hardcopy, within the stipulated period, Bank may withdraw such facility. The Bank shall be entitled to rely upon the Virtual Instructions so received and to act upon the same without being required or expected to carry out an independent verification as to the authenticity or validity of the Virtual Instructions. PROVIDED however, that the Bank may, but shall not be obliged to, await receipt of the Hardcopy prior to taking any action in connection with the Virtual Instructions. The Borrower/Guarantor agrees that notwithstanding anything contrary contained herein, the Bank shall not be obliged to act on the Virtual Instructions so received, if the Bank, in good faith, believe / suspect that such Virtual Instructions (i) are not genuine (ii) have not been sent by Borrower/Guarantor (iii) there is an error in transmission or receipt of such instructions or instructions are incomplete / incorrect (iv) there is any ambiguity, lack of clarity or incompleteness in the instructions. The Borrower/Guarantor further agrees that the Bank shall not be liable or responsible for not acting on the basis of any Virtual Instructions in the circumstances mentioned above or any consequences of whatsoever nature including, without limitation, any losses, damages and/or expenses incurred by Borrower / Guarantor arising as a result of or pursuant to the Bank not acting on the basis of any Virtual Instructions as aforesaid. The Borrower / Guarantor acknowledges and is aware that the Virtual Instructions are not a secure or error free mode of communication and is aware of the possible risks involved therein. The Borrower / Guarantor is aware that they have the option of not availing such facility, however, the Borrower / Guarantor acknowledges and confirms that the Borrower / Guarantor has, for its/his/her/their convenience and after being fully aware of, and having duly considered the risks involved (which risks shall be borne fully by the Borrower/Guarantor), opted for such facility of their own free choice and have requested the Bank to rely upon and act on the Virtual Instructions. The Borrower / Guarantor is willing and agreeable to bear all associated risks, responsibility and liability of any misuse or unauthorised use of the facility, and in this regard hereby indemnify and keep indemnified the Bank at all times against any and all claims, demands, actions, suits/proceedings filed against the Bank including consequential losses, damages, costs, liabilities and expenses incurred/suffered or paid or required to be paid by the Bank in connection with Virtual Instructions provided by the Borrower/Guarantor or claimed to have been sent by Borrower/Guarantor or Authorised Signatories of Borrower/Guarantor and received by the Bank.
- 22.3 Notwithstanding anything contained hereinabove, the Bank may at any time without assigning any reason withdraw/terminate the facility given to the Borrower/Guarantor by giving 7 (seven) days prior written notice in this regard. However, any such termination shall not affect anything done or any rights or liabilities accrued or incurred prior to the termination and the indemnity given to the Bank hereinabove shall survive any such termination.

23. BENEFIT OF AGREEMENT

- 23.1 This Agreement shall be binding upon and enure to the benefit of each Party hereto, his / her / its heirs, executors, administrators legal representative and successors and permitted assigns (as the case may be).
- 23.2 In case of the death of the Borrower(s), where the Borrower(s) is an individual, the legal representative shall do the following:
- (i) Apply under the Motor Vehicles Act, 1988 to get the Vehicle transferred in his name.
 - (ii) Replace the Post-Dated Cheques, insurance premium cheques, fees, charges and residual cheques signed by the deceased Borrower(s), in the same manner as provided in this Agreement as if he were the Borrower(s) in the first instance.
 - (iii) Execute a fresh agreement, Power of Attorney and such other documents, as required by the Bank.

Provided that the Bank shall be entitled to exercise its sole discretion in determining whether or not to enter into an agreement etc. with the legal representative and subject to further, the legal representative meeting the Bank's credit criteria and other requirements from time to time.

In case the legal representative does not or refuses to follow the above procedure or does not meet with the Bank's credit and other requirements the Bank shall be entitled to, at its sole discretion repossess / dispose off / sell / transfer the Vehicle to any third party or to a third party, which the Bank shall nominate and the short fall on such recovery shall be recovered from the legal representative.

- 23.3 The Borrower(s) shall not assign or transfer all or any of its rights, benefits and obligations hereunder except with the prior written permission of the Bank.

24. SECURITISATION / ASSIGNMENT

- 24.1 The Bank may in its discretion be absolutely entitled and have full power and authority to sell, securitise, assign or transfer in any manner, in whole or in part, and in such manner and on such terms as the Bank may decide, including reserving a right to the Bank to retain its power hereunder to proceed against the Borrower(s) on behalf of the purchaser, assignee or transferee, any or all



outstandings and Dues of the Borrower(s) and Guarantor(s) to any third party of the Bank's choice without reference to or without written intimation by the Bank or to the Bank, any such action and any such sale, securitization, assignment or transfer shall bind the Borrower(s) to accept such third party as creditor exclusively or as a joint creditor with the Bank or as creditor exclusively with the right to the Bank to continue to exercise all power hereunder on behalf of such third party and to pay over such outstandings and Dues to such third party and / or to the Bank as the Bank may direct.

- 24.2 The Borrower(s) expressly agrees, recognises and accepts that the Bank shall be absolutely entitled and shall have full power and authority to securitise in whole or in part, and / or whether with or without the underlying security any of the First Loan, Additional Loan, along with all the amounts outstanding thereon, in such manner and on such terms as the Bank may decide, irrespective of whether the Bank gives the Borrower(s) and / or the Guarantor(s) any notice regarding the same.
- 24.3 The Bank may disclose to a potential assignee or to any person who may otherwise enter into contractual relations with the Bank in relation to this Agreement such information about the Borrower(s), the Guarantor(s) and/or the Loans as the Bank shall consider appropriate.

25. MISCELLANEOUS

- 25.1 Notwithstanding anything stated elsewhere in this agreement, the continuation of the Loan shall be at sole and absolute discretion of the Bank and the Borrower(s) outstanding shall be payable to the Bank on demand. The Bank may at any time in its sole discretion and without assigning any reason call upon the Borrower(s) to pay to the Bank the Borrower(s) outstanding and thereupon the Borrower(s) shall, within 48 hours of being so called upon, pay the whole of the Borrower(s) outstanding to the Bank without any delay or demur.
- 25.2 Notwithstanding anything mentioned in the facility documents the Borrower(s) acknowledge that the Bank reserves an unconditional right to cancel/terminate Borrower's right to avail of or make draws from the unavailed portion of the Loan sanctioned at any time during the currency of the Loan, without any prior notice to the Borrower.
- 25.3 The Schedule attached hereto shall form part and parcel of this Agreement.
- 25.4 The Borrower(s) expressly agrees that any dealer / supplier / manufacturer / seller of the Vehicle, by or through whom this transaction may have been introduced, negotiated or conducted shall not be deemed to be an agent of the Bank nor shall be Bank be deemed to be the agent of such dealer/ supplier / the manufacturer / seller of the Vehicle and that the Bank shall not be liable for any representations or statements made by such dealer / supplier / manufacturer/seller to the Borrower(s) or the Guarantor(s).
- 25.5 No forbearance, indulgence or relaxation or inaction by the Bank at any time to require performance of any of the provisions of this Agreement and/or any of the Documents shall in any way affect, diminish or prejudice the right of the Bank to require performance of that provision and any waiver or acquiescence by any party of or in any breach of any of the provisions of this Agreement and/or any of the Documents shall not be construed as a waiver of or acquiescence in any continuing or succeeding breach of such provisions, a waiver of any right under or arising out of this Agreement and/or any of the Documents or acquiescence in or recognition of rights and / or position other than that expressly stipulated in this Agreement and/or any of the Documents.
- 25.6 No modification or amendment of this Agreement and no waiver of any of the terms or conditions hereof shall be valid or binding unless made in writing and duly executed by all the parties.
- 25.7 The Bank shall be entitled to disclose any and all information relating to the Obligors to any person whatsoever, including without limitation any credit information to any credit information bureau and shall also be entitled to use all such information for statistics, scoring or credit rating or other versa.
- 25.8 In this Agreement, if the contract permits or requires words importing the masculine gender shall include the feminine and neuter genders, and words in the singular number shall include the plural and vice versa.

26. GOVERNING LAW , JURISDICTION AND ARBITRATION

This agreement shall be construed in accordance with the laws of India.

The Parties hereto expressly agree that all disputes arising out of and / or relating to this Agreement including any Collateral Document shall be subject to the exclusive jurisdiction of the courts/tribunals of the city in which the Lending Office is situated. Provided that to the extent allowed by law, the Bank shall be entitled to take proceedings relating to a dispute in any court/tribunal of any place with jurisdiction. Provided further that if any dispute arising under this Agreement is below the pecuniary jurisdiction limit of the Debt Recovery Tribunals established under Recovery of Debts Due to Banks and Financial Institutions Act, 1993 (51 of 1993), then such dispute shall be referred to arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996 as may be amended, or its re-enactment, by a sole arbitrator, appointed by the Bank. The arbitration proceeding shall be conducted in the English language. The award passed by the arbitrator shall be final and binding on the Parties. The costs of such arbitration shall be borne by the losing Party or otherwise as determined in the arbitration award. The venue of the arbitration shall be the city in which the Lending Office is situate or such other place as may be determined by the Bank. If a party is required to enforce an arbitral award by legal action of any kind, the party against whom such legal action is taken shall pay all reasonable costs and expenses and attorney's fees, including any cost of additional litigation or arbitration taken by the party seeking to enforce the award.

27. EXPENSES OF THE AGREEMENT

All cost (includes legal costs) charges, expenses, taxes and duties, stamp duties and registration charges in connection with Agreement, the Documents, the creation, enforcement, realisation or attempted realisation of security and the insuring taking possession of, maintaining, storage and selling of the Vehicle shall be borne and paid by the Borrower(s) alone. In the event the stamp charges as aforesaid are paid by the Bank on the Borrower(s)'s behalf, the Borrower(s) shall reimburse the same at actuals to the Bank within 24 hours of the Bank's demand.



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28. ACCEPTANCE

- 28.1 The Borrower(s) has read the entire Agreement including the Loan and Vehicle details given in Schedule which have been filled in the presence of the Borrower(s). The Borrower(s) hereby expressly and irrevocably agrees to be bound by all the conditions including the details in Schedule.
- 28.2 The aforementioned Agreement and other documents have been explained in the language known by the Borrower(s) and the Borrower(s) has understood the entire meaning of the various clauses.
- 28.3 The Borrower(s) is aware that the Bank shall agree to become a Party to this Agreement only after satisfying itself with regard to all conditions and details filled by the Borrower(s) in the Agreement in consonance with the Bank's policy.
- 28.4 The Borrower(s) agrees that this Agreement shall be deemed to commence and become legally binding on the date when the authorized officer of the Bank signs this Agreement at the city where the Lending Office of the Bank is situated. It shall be in force till all the monies due and payable to the Bank under this Agreement as well as all other agreements, Document(s) that may be subsisting / executed between the Borrower(s), and the Bank are fully paid.
- 28.5 Notwithstanding anything contained herein, this Agreement shall not terminate and shall continue to be valid and in existence till all obligations of the Obligors in terms of this Agreement and all Collateral Documents (including in respect of the First Loan, Additional Loan(s) (if any) and all Dues) are discharged by the Obligors to the complete satisfaction of the Bank and the Bank confirms its satisfaction in writing to the Obligors.
- 28.6 The Borrower(s) hereby agrees and acknowledges that the Borrower is not/shall not and shall not in any manner be construed to be deemed to be entitled to the grant of any Additional Loan by the Bank and hereby expressly waives any right (if such right is or becomes available to the Borrower(s)) to question or in any manner dispute the rejection by the Bank of any request made by the Borrower(s) for grant of Additional Loan.

WITNESS DECLARATION BORROWER (S) SIGNS IN VERNACULAR LANGUAGE:

The contents of the Loan application and Agreement have been explained by me to the Borrower(s) / Guarantor in _____
 _____ (name of language in which Borrower(s) / Guarantor has signed) and the same have been understood by the Borrower(s) / Guarantor.

Name of Witness	Address of Witness	Signature of Witness

"The Borrower(s) /Guarantor hereby expressly acknowledge and confirm that the Borrower(s) /Guarantor have read, verified, understood, irrevocably agreed to and accepted all the terms and conditions contained in **Page no. 01 to Page no. 15** and hereby record my/our agreement to abide by the same by affixing my/our signature below."

IN WITNESS WHEREOF THE PARTIES HERETO HAVE SET THEIR HANDS ON THE DATE SET OUT IN THE SCHEDULE HEREUNDER WRITTEN, IN THE MANNER HEREINAFTER APPEARING:

Borrower Name	Borrower Signature
Co-Borrower(s) Name	Co-Borrower(s) Signature
Guarantor(s) Name	Guarantor(s) Signature
Bank Officer Name	Bank Officer Signature

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Schedule			
Loan Agreement No.		Place of Agreement	
Agreement Date (DD/MM/YYYY)		Borrowing Purpose Personal / Commercial Use	
Lending Office address			
Borrowers Constitution			
Name and Address of the Borrower			
Name, Constitution & Address of the Co- Borrower / Guarantor			
Loan Details			
Loan Amount			
Additional Loan Amount	Same as above		
Installment Frequency :	Monthly	Fixed Interest Rate (Customer – IRR)	
Charges (Including Service Tax)			
Processing Fee Amount (Non Refundable) : Rs.			
Cheque/ECS Swapping Charge : Rs 500/- Per Instance		Cheque/SI/ ECS Return Charges* : Rs 550/- Per Instance.	
Foreclosure Charges*: ❖ No foreclosure allowed within 6 months from date of availing the car loan ❖ 6% of Principal Outstanding for preclosures within 1 year from 7th EMI ❖ 5% of Principal Outstanding for preclosures within 13-24 months from 1st EMI ❖ 3% of Principal Outstanding for preclosures post 24 months from 1st EMI		Part-Payment Charges*: ❖ Part-payment is allowed subject to completion of 12 months (i.e., Post payment of 12 EMIs) ❖ Part payment will be allowed twice only during loan tenure. Part payment is allowed only once a year. At any point of time, part payment will not increase beyond 25% of Principal Outstanding. ❖ 5% on the part payment amount in case part prepayment is within 13-24 months from 1st EMI ❖ 3% on the part payment amount in case part prepayment is post 24 months from 1st EMI	
Loan cancellation In the event of cancellation, interest charges will be borne by the customer. Processing Fee, Stamp duty and RTO charges (UsedCarPurchase/Refinance/Rewards) are non refundable charges and would not be waived/refunded in case of loan cancellation.		Loan Reschedulement charges / re- booking charges Rs. 1000/- will be charged. If changes are required on RC, refundable Security Deposit - non interest bearing of Rs. 5000 would be required. It will be the borrower's responsibility to provide the transferred Registration Certificate copy to the bank.	
Stamp Duty : At actuals		• Late Payment penalty : 2% per month	
Legal, Repossession & Incidental charges : At actuals		• CIBIL Charges (only on request) : Rs. 50/-	
Collateral Charges* : Rs.300 per case**		Duplicate No Due Certificate/NOC : Rs 500/- Instance	
Amortisation Schedule Charges : Rs. 200/- per schedule		LPG/ CNG NOC / Other Special NOC : Rs 500/- Instance	
Commercial / Personal Use NOC Rs. 2250/- per NOC (conversion subject to credit approval)		Inter State NOC Refundable Security Deposit (non interest bearing) of Rs. 5000 will be taken. It will be the borrower's responsibility to provide the transferred Registration certificate copy to the bank. In addition, NOC charges of Rs.500/- would be payable by the borrower.	

* Foreclosure, part payment, Cheque/SI/ECS Return and Collateral charges are exclusive of service tax. Service tax and other government levies, as applicable, would be charged additionally.

** Collateral Charges / PDD Collection charges are refundable in case of loan cancellation.

Do not sign this agreement if it is BLANK. Please ensure all relevant sections and columns are completely filled to your satisfaction and then only sign the agreement.

Details of Postdated cheque handed over to the Bank

I / We confirm having handed over the below detailed cheques / instruments towards repayment of EMI or security cheque for the loan taken / to be taken from HDFC Bank Limited. All cheques are drawn in favor of HDFC BANK Limited A/C. _____ Loan* and have also recorded my name on the reverse side of the cheques.

Drawee Bank	City and Bank Branch	Bank Account No.	MICR Code	Cheque Amount	Cheque No.		Cheque Date.		Cheque Purpose (i.e. EMI or Security Cheque)
					From	To	From	To	

Signature of Borrower & Co Borrower(s)



Details of Vehicle(s) cum Payment Instruction (Part of Schedule)

	Vehicle 1	Vehicle 2	Vehicle 3	Vehicle 4	Vehicle 5
New / Used					
Make and Model & Year of Manufacture					
Asset Cost					
Finance Amount					
No. of EMI					
EMI Amount					
No. of Adv. EMI					
Adv. EMI Amount					
Processing Fees					
Customer IRR					
Due Date	From				
	To				
Regn. No.					
Engine No.					
Chassis No.					
Name of Dealer / Seller & Location					

Payment instruction for Vehicle(s) loan availed from HDFC Bank Ltd.

I / We hereby request that the full amount of the Vehicle(s) Loan (after deducting the insurance premium amount and any charges as applicable there from) that you agreed to grant to me for purchase of Vehicle(s) Mentioned above, be disbursed (paid) to the respective dealer(s) whose name and address has been also mentioned above. I / We agree that we will be guided by the terms and conditions pertaining to the payment to dealer as mentioned in the agreement booklet.

I/We confirm having booked the Vehicle(s)/Equipment(s) from the above Dealer(s) and would be taking delivery of the same from the Dealer.

I/We hereby authorize HDFC Bank Ltd. ("the Bank") to disburse/pay the Vehicle(s)/Equipment(s) loan amount (after deducting the insurance premium amount and any charges as may be applicable there from) directly to the Dealer(s), whose name, address and a/c number are mentioned above, as per the terms of the Agreement. I/We also authorize the Bank to pay the Dealer(s) (from the charge/s paid by me/us) any amount that you may consider appropriate for processing the loan application, assisting you in perfecting your security interest in the Vehicle/s / Equipment(s).

I/We confirm that in case of any cancellation of purchase of above Vehicle(s)/Equipment(s), I/we authorize and instruct the above Dealer(s) to refund the booking money to you.

Borrower Name	Co-Borrower(s) / Guarantor (s) Name
Borrower Signature	Co-Borrower(s) / Guarantor (s) Signature.



Key Fact Statement

LOAN..... (NAME OF THE SPECIFIC LOAN PRODUCT)

1. i)	Base Loan amount		Rs. _____				
ii)	Cross sell details	Product	Motor Insurance	Suraksha Kavach	Global Positioning System (GPS)	Group Credit Protect Insurance	Others (if any)
		Amount Funded (in Rs.)					
iii)	Total Loan Amount		Rs. _____				
2	Loan term		Months				
3	Interest type (fixed or floating)		FIXED				
4	(a) Interest chargeable (In case of Floating Rate Loans)		(a) Not Applicable				
	(b) Interest chargeable (In case of Fixed Rate Loans) Bank IRR = Customer IRR		(b)%				
5	Date of reset of interest		Not Applicable				
6	Mode of communication of changes in interest rates		Not Applicable				
7	Fee payable						
a	On application (PI individually specify all type of fee)		Processing Fee (Non-refundable): Rs. _____				
b	During the term of the loan (PI individually specify all type of fee)		In case of cheque bounce as per schedule				
c	On foreclosure (PI individually specify all type of fee)		As per loan schedule				
d	Fee refundable if loan not sanctioned/ disbursed		Collateral Charges Rs.300/- +Service tax and other government levies, as applicable, will be charged additionally. Refundable in case of loan cancellation				
e	Conversion charges for switching from floating to fixed interest and vice-versa		Not Applicable				
f	Penalty for delayed payments		As per loan schedule				
8	EMI payable		Rs. _____				
9	Details of security/collateral obtained		Hypothecation of Vehicle. Fixed Deposit (if applicable) Rs. _____				
10	Date on which annual outstanding balance statement will be issued		31st May				
Loan Number							
Vehicle Model							
Invoice Price (Net of discount, if applicable)		Rs. _____					
EMI Mode		<input type="checkbox"/> Advance <input type="checkbox"/> Arrears (Please Tick)					
Number of Advance EMIs							
Manufacturer Subvention		Nil					
DSA Plough back		Nil					
Dealer Subvention		Nil					
Stamp Duty charges		Rs. _____					
Net Disbursement to Dealer		Rs. _____					



I/We have been clarified that the Customer Rate of Interest and Bank's Rate of Interest is the same.

I/We agree that the rate of interest offered is valid for a period of 30 days from the date of application. HDFC Bank Ltd reserves the right to revise the interest rates, if the loan is disbursed post this period OR in case of any changes in Base Rate or Risk Based Price. In such case, the revised interest rate as communicated under revised Key Fact Statement will be applicable.

I/We hereby undertake that any discount / subvention offered by the dealer / manufacturer / DSA would be upfront deducted from the Asset Cost and funding would be net of such discount.

I/We explicitly understand that the Bank is not involved in any kind of discount / subvention negotiations with the dealer / manufacturer / DSA and the loan scheme does not factor any such discounts in the interest rate computation.

I/We declare that the Invoice Price of Vehicle mentioned above is post deducting such discounts availed by me/ us from the dealer / manufacturer / DSA.

I authorize the Bank to disburse the payment in favor of _____

I authorize the Bank to deduct processing fee, collateral charges and stamp charges as mentioned in the key fact sheet from the disbursement amount.

I also authorize the Bank to deduct valuation charges of Rs. _____/- from the disbursement amount for Used Car Loans, in instances, where applicable.

Customer Name: _____

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Customer Signature: _____

(Rubber stamp if applicable)

Channel/ Sales Manager / HBL Sales Executive Name _____

Vendor / Employee Code _____

Signature _____
(Rubber stamp in case of Channel)



Customer SI Debit Authorisation form

Date : _____
To
The Branch Manager,
HDFC Bank Limited.

Loan Agreement No : _____

Dear Sir/Madam,

I have taken a _____ loan from HDFC Bank and would like to avail of the Standing Instruction facility offered by your bank to make repayments towards my loan.

I, therefore, request you to accept this mandate to debit my Account Number

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

towards recovery of repayment dues of my loan account as per due dates & terms and conditions mentioned in the loan agreement schedule or as per revised instructions basis requirements as communicated from my end in line with the Bank's policy.

I undertake to maintain sufficient balances to cover the Loan Repayment Dues (and charges, if any) on the stipulated due dates. I also understand that failure to repay my loan amount through this standing instruction shall be treated as a default in repayment of dues and all charges/penalties/levies as covered by the agreement will hold good towards the non payment of obligations.

Please treat this as an irrevocable communication as an authorization to debit my account every month with the required amounts towards the repayment of my loan.

In the event of the above account getting closed/transferred for any reason, I/We will intimate to the Bank the new account opened with the bank to debit the Loan Repayment Amounts as per the agreement. Further, I/We undertake the responsibility to provide the fresh set of Mandate and security PDCs for such new account, as per terms of the agreement in lieu of existing instructions.

I also understand and accept that the Bank will have the right to set-off, without prior intimation to me, the available balances in the designated account for recovery of overdue installments and/or charges (if any) in the loan account.

Thanking you,
Yours truly,

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Customer / Account Holder Name

Customer / Account Holder Signature

(*Please affix a rubber stamp in case of companies, proprietorships, partnerships etc.)

For office use only

VERIFIED

- ✓ Customer Account Number
- ✓ Customer Signature
- ✓ Customer Account Status is Active
- ✓ Mode of Operation Verified

BANK USE ONLY

(Name, EMP Code and Signature of HDFC Bank Official)

BLANK



We understand your world

FORM NO. E - 5USER CODE : Benef. Ref. No: 00000

(for internal bank use)

MANDATE FORM
ELECTRONIC CLEARING SERVICE (DEBIT CLEARING)

The Manager

(Bank Name)

(Branch Name)

(Address)

Telephone No

Copy to the User Company

Name : HDFC BANK LIMITED
 (Retail Asset Operations)
 Address : 26-A, Narayan Properties,
 off Saki Vihar Road, Chandivali,
 Andheri (E), Mumbai -400 072.

I hereby authorize you to debit my account for making payment to HDFC BANK LIMITED through ECS (Debit) clearing as per the details given as under :

A	Name of the Account holder (as appearing in the Bank Statement)	
B	9-Digit Code Number of Bank & Branch (Appearing on the MICR cheque issued by the bank)	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>
C	Account Type	Savings Bank Account / Current or Cash Credit
D	Account No.	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>

(Please attach the photocopy of a cheque or a blank cancelled cheque issued by your bank for verifying the accuracy of the MICR Code, Transaction Code, A/C No and Signature.)

Name of the Scheme (PRODUCT)	Date of effect		Periodicity (M/Bim/Qly/etc.)	Amount of Installment/ Amount of Bill with upper limit	Number of Installments / Valid up to (in case of utility bills)
	From	To			

E. Date of effect : _____

I hereby declare that the Bank Account particulars given above are correct and complete. If the transaction is delayed or not effected at all for reasons of incomplete or incorrect information, I would not hold the user institution responsible. I have read the option invitation letter and agree to discharge the responsibility expected of me as a participant under the scheme

Date : _____

Customer Signature

S 6

(*Please affix a rubber stamp in case of companies, proprietorships, partnerships etc.)

Certified that the Bank Account particulars furnished above are correct as per our records & we have updated our records.

(Bank's Stamp)

Signature of the Authorized Official from the Bank

Note :- Mandate to be obtained in 2 Copies, Original for Bank, One for User Co.

BLANK



We understand your world

FORM NO. E - 5

USER CODE :

Benef. Ref. No: 0 0 0 0

(for internal bank use)

MANDATE FORM
ELECTRONIC CLEARING SERVICE (DEBIT CLEARING)

The Manager

(Bank Name)

(Branch Name)

(Address)

Telephone No

Copy to the User Company

Name : HDFC BANK LIMITED
(Retail Asset Operations)
Address : 26-A, Narayan Properties,
off Saki Vihar Road, Chandivali,
Andheri (E), Mumbai -400 072.

I hereby authorize you to debit my account for making payment to HDFC BANK LIMITED through ECS (Debit) clearing as per the details given as under :

A	Name of the Account holder (as appearing in the Bank Statement)	
B	9-Digit Code Number of Bank & Branch (Appearing on the MICR cheque issued by the bank)	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>
C	Account Type	Savings Bank Account / Current or Cash Credit
D	Account No.	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>

(Please attach the photocopy of a cheque or a blank cancelled cheque issued by your bank for verifying the accuracy of the MICR Code, Transaction Code, A/C No and Signature.)

Name of the Scheme (PRODUCT)	Date of effect		Periodicity (M/Bim/Qly/etc.)	Amount of Installment/ Amount of Bill with upper limit	Number of Installments / Valid up to (in case of utility bills)
	From	To			

E. Date of effect : _____

I hereby declare that the Bank Account particulars given above are correct and complete. If the transaction is delayed or not effected at all for reasons of incomplete or incorrect information, I would not hold the user institution responsible. I have read the option invitation letter and agree to discharge the responsibility expected of me as a participant under the scheme

Date : _____

Customer Signature

S 7

(*Please affix a rubber stamp in case of companies, proprietorships, partnerships etc.)

Certified that the Bank Account particulars furnished above are correct as per our records & we have updated our records.

(Bank's Stamp)

Signature of the Authorized Official from the Bank

Note :- Mandate to be obtained in 2 Copies, Original for Bank, One for User Co.



We understand your world

Date: _____

To:

The Bank Manager.

Bank Name _____

Branch Name _____

Address _____

City _____

Pincode _____

**Sub : Authorization letter for verification of account details
towards submission of ECS Mandate form**

Sir,

I / We hereby authorize bearer of this letter to validate the credentials (Name of Account Holder, Account No., Account type, Signature etc.,) furnished to HDFC Bank Limited regarding my/our account in your branch.

I / We hereby authorize the bank to debit my Bank Account No. _____ towards charges for ECS Mandate verification if any applicable.

Thanking you,

Yours truly,

S 8

Name of Account Holder(s)

Signature of Account Holder(s)

Address : _____

City _____

Pincode _____

Landmark _____

Tel No. (Res) _____ **(Off)** _____

IRREVOCABLE POWER OF ATTORNEY

TO ALL TO WHOM THESE PRESENTS SHALL COME I, /We the undersigned ("Grantor/s" / "Borrower/s") my/our details are set out in Schedule hereunder written.

The expression 'Grantor/s' / "Borrower/s", unless it be repugnant to the context or meaning thereof, shall mean and include: in the event that the Grantor/s / "Borrower/s" is a Company within the meaning of the Companies Act, 2013 or a Limited Liability Partnership, incorporated under the Limited Liability Partnership Act, 2008, its successors; in the event that the Grantor/s / Borrower/s is a partnership firm for the purposes of the Indian Partnership Act, 1932, the partners for the time being and from time to time and their respective legal heirs, executors and administrators; in the event that the Grantor/s / Borrower/s is a sole proprietorship, the sole proprietor and his/ her legal heirs, administrators and executors; in the event that the Grantor/s / Borrower/s is a joint Hindu Undivided Family, the Karta and any or each of the adult members of the HUF and their survivor(s) and his / her / their respective heirs, executors, administrators; in the event that the Grantor/s / Borrower/s is a Society, the members of the governing body of the Society and any new members elected, appointed or co-opted thereon; in the event that the Grantor/s / "Borrower/s" is a Trust, the Trustee or Trustees for the time being hereof and their respective heirs, executors, administrators and successors; in the event that the Borrower is an individual, his/her heirs, administrators and executors.

WHEREAS:

1. HDFC BANK LIMITED. (hereinafter referred to as **"the Bank"** having one of its branches at the place mentioned in Schedule hereunder written (hereinafter referred to as "the Lending Office") at the request of the Borrower and the Guarantor(s) as specified in an Agreement-cum-Guarantee, as mentioned in the Schedule hereunder ("the Agreement") has granted / agreed to grant such amounts as mentioned in the Schedule hereunder ("the Loan") to the Borrower for acquiring the Asset more particularly described in the Schedule hereunder written (**"the said Asset"**).
2. Pursuant to the terms and conditions of the Agreement, the Borrower has agreed to hypothecate to and charge in favour of the Bank by way of first and exclusive charge the said Asset more particularly described hereunder.
3. In consideration of the Bank sanctioning the Loan as per the terms and conditions of the Agreement, and to further assure and enable the Bank to carry out the terms and conditions of the Agreement thereof I/ We do hereby execute an Irrevocable Power of Attorney in favour of the Bank to do the following acts and on behalf of me / us, the Borrower/Guarantor.

NOW KNOWING ALL AND THESE PRESENTS WITNESS THAT I / We do hereby irrevocably nominate / constitute upon the Bank acting through any of its officers as my / our true and lawful attorney for me/us on my / our behalf and at my / our cost and risk to do, execute and perform all or any of the following acts, deeds, matters and things that is to say:

1. To execute and complete in favour of the Bank or its nominee any documents which the Bank may require for perfecting its title to or for vesting the said Asset in the Bank or its nominee or any purchaser thereof.
2. To disburse the loan amount for purchase of the said Asset directly to the dealer / seller and obtain a receipt for such payment from the dealer / seller.
3. To take inspection directly or to engage any Advocate, Chartered Accountant or registered trade practitioner for taking inspection of my / our Income tax return/s and assessment proceedings, Appeal proceedings etc. relating to the current and previous Assessment years. This authority is being given to the Bank to enable the Bank to verify the veracity of various representations made by me / us the undersigned, for seeking loan from the Bank.
4. To appear before the office of Registration Authority, Regional Transport Officer, Sales Tax Officer, Registrar of Companies and other authorities through Advocates or any such authorised person deemed necessary by the Bank to effect endorsement of hypothecation in the registration certificate and transfer the Asset when necessary.
5. To obtain, receive, demand or collect any forms, certificates, registration books, booking order, insurance policies or other documents from any Registering Authority, manufacturers of the said Asset and / or its dealers.
6. To take possession of the said Asset in case of default and for that purpose enter the premises where the said Asset is parked, as per terms of the Agreement.
7. To transfer, sell or dispose of the said Asset and to sign and execute all or any forms, declarations or instruments as may be necessary or expedient for giving effect to the delivery of the said Asset to the purchaser thereof.
8. To appoint or engage any broker, dealer or auctioneer for effecting any such transfer, sale or disposition of the said Asset.
9. To sign, execute necessary forms, documents or to give notice to the appropriate Registering Authority for effecting transfer of the said Asset in favour of the purchaser.
10. To receive the consideration of the sale, transfer, disposition or dealing of the said Asset and issue proper receipt or receipts to give a valid and effectual discharge for such consideration.
11. To take delivery, actual possession or custody of the said Asset as and when demanded by the Bank. To appoint or engage any broker or other agent for taking possession or effecting delivery of the said Asset.
12. To sign and deliver or otherwise perfect the hypothecation created or to be created on the said Asset and to do all such acts, deeds and things as may be required for exercise of or any of the powers hereby conferred.
13. To sign and deliver the necessary forms that may be required to be filed or necessary with the Registering Authority or other authorities under the Motor Vehicles Act or any other law for the time being in force to record the charge of hypothecation on the said Asset, created or to be created in favour of the Bank.
14. To pay any fees, charges, penalties, imposts, premiums, taxes or other impositions to any Registering Authority, insurance companies or other authorities for the said Asset.
15. To act as a facilitator and make the premium payment to any insurance company and / or insure, renew such insurance at my / our costs, charges and expenses which shall be reimbursed by me / us to the Bank.
16. To obtain, receive, demand or collect any forms, certificates, registration books, booking order, insurance policies or other documents from any Registering Authority, manufacturers of the said Asset or its dealers / sellers.
17. To cancel, annul or rescind booking of one or more of the said Asset and to get refund of any such booking amount from the manufacturer or its dealer by issuing receipts as valid and effectual discharge for such refund.
18. To fill in and complete any cheque that may be lying now or hereafter with the Bank duly signed by me, or on our behalf with such amount, date and / or name of the payee that may be deemed fit by the Bank.
19. To get requisite information from my employer as may be expedient to ascertain material particulars.
20. In case of default by me / us of the terms and conditions of the Agreement, to transfer, sell, give on hire, dispose of, give delivery of and otherwise howsoever deal with the said Asset and to sign and execute all agreements, contracts, declaration forms, instruments and other writings whatsoever as may be necessary or expedient in that behalf.
21. To give notice, if required to the appropriate Registering Authority and / or such other authority in law, for the registration of the said Asset upon the sale, transfer, disposal, delivery thereof.
22. To delegate all, any or more than one of the powers, authorities and liberties herein vested and to appoint any substitute or substitutes to any one or more purpose or purposes as the Bank shall from time to time desire in that behalf.
23. For the better doing, performing and executing all the matters and things aforesaid, I / We hereby further grant unto the said Bank full power and authority to substitute and appoint in its place and stead on such terms as it may think fit one or more attorney/s to exercise for me / us as my / our attorney/s any or all the powers and authorities hereby conferred, to revoke any such appointments and to substitute or appoint any other person/s in place of such attorney/s as the Bank may from time to time think fit.

And generally to do, perform and execute, all acts, deeds, matters and things relating to or concerning or touching these presents as fully and effectually as if I / We were personally and had been done, performed or executed the same myself / ourselves.

This authority shall be binding upon me / us, the undersigned and my / our legal successors prior and post to the grant of the loan and shall be irrevocable during the tenure of the loan and until all sums due and owing by me / us has been paid to the Bank.

And I / We hereby agree to ratify and confirm all and whatsoever the Bank shall do or cause to be done in or about the premises by virtue of these presents.

IN WITNESS WHEREOF I / We hereunto set my / our hands at the place and date mentioned in the Schedule hereunder written.

SCHEDULE

Name/s and address of Grantor/s / Borrower/s	
Address of Branch of HDFC Bank (Lending Office)	
Date of Agreement	
Loan amount	
Details of Asset	(Model)
	(Year)

SIGNED AND DELIVERED by the said abovenamed Borrower

Borrower / Co-Borrower(s) Name	Borrower / Co-Borrower(s) Signature		<p>In case of partnership firms, authorised partner to sign.</p> <p>In case of sole proprietary concerns, sole proprietor to sign.</p> <p>In case of companies, common seal to be affixed in accordance with the Articles.)</p>
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S 9

In the presence of WITNESSES:

Name	Address	Signature



Priority Sector Advance declaration by customer availing loan

Applicant Name		Location	
		Loan Applied for Rupees	

PSL Category	Description / Declaration by the applicant						
<p>[Please Tick(✓) as applicable]</p> <p><input type="checkbox"/> Direct Agriculture (Individual Farmers)</p>	<p>I / we declare that the land admeasures _____ (acres) at the address: _____</p> <p>_____ belongs to me/us and I/we herewith enclose the documents pertaining to the ownership of the same and the aforesaid loan shall be used by me/us solely for the purpose of agriculture.</p>						
<p><input type="checkbox"/> Direct Agriculture (Allied Activities – Individual Farmers)</p>	<p>I / we are carrying out the following allied agricultural activity (as ticked below) and the aforesaid loan shall be used by me/us solely for the purpose of below allied activity input.</p> <table border="0"> <tr> <td><input type="checkbox"/> Dairy</td> <td><input type="checkbox"/> Fishery</td> </tr> <tr> <td><input type="checkbox"/> Poultry</td> <td><input type="checkbox"/> Bee-keeping</td> </tr> <tr> <td><input type="checkbox"/> Piggery</td> <td><input type="checkbox"/> Sericulture (upto cocoon stage)</td> </tr> </table>	<input type="checkbox"/> Dairy	<input type="checkbox"/> Fishery	<input type="checkbox"/> Poultry	<input type="checkbox"/> Bee-keeping	<input type="checkbox"/> Piggery	<input type="checkbox"/> Sericulture (upto cocoon stage)
<input type="checkbox"/> Dairy	<input type="checkbox"/> Fishery						
<input type="checkbox"/> Poultry	<input type="checkbox"/> Bee-keeping						
<input type="checkbox"/> Piggery	<input type="checkbox"/> Sericulture (upto cocoon stage)						
<p><input type="checkbox"/> Indirect Agriculture</p>	<p>I / we are carrying out the following agriculture/allied activity or assist/support agri/allied activity (as ticked below) and the aforesaid loan shall be used by me/us solely for the business purpose</p> <p><input type="checkbox"/> Partnership firm, Corporate, Institutes engaged in agriculture activity</p> <p><input type="checkbox"/> Partnership firm, Corporate, Institutes engaged in allied activity- Dairy/Poultry//Fishery, Animal husbandry, Bee-keeping and sericulture (up to cocoon stage)</p> <p><input type="checkbox"/> Trading/sale of Fertilizer / Pesticides / Seeds</p> <p><input type="checkbox"/> Trading/sale of Cattle Feed/Poultry feed/Agri equipment/machinery etc</p> <p><input type="checkbox"/> Custom Service Units managed by individuals, institutions or organisations who maintain a fleet of tractors, bulldozers, well-boring equipment, threshers, combines, etc., and undertake farm work for farmers on contract basis</p> <p><input type="checkbox"/> *Storage units like warehouse, godown, silos, market yards, cold storage units to store agri produce/ products irrespective of location</p> <p>Note: If the storage unit is a micro or small enterprise, such loans will be classified under loans to Micro and Small Enterprises sector.</p>						
<p><input type="checkbox"/> Manufacturing Enterprises</p>	<p>I / we hereby declare that I / we are running a business unit which is a Small Scale Industry engaged in manufacture / processing/preservation of goods. I / we also declare that our investment in Plant & Machinery is less than Rs 5 Crores and the aforesaid loan shall be used by me / us solely for the purpose of business.</p> <p>I / we hereby declare that to the best of our knowledge and belief that the amount of Original cost of investment in all types of plant and machinery used for my business is around Rs..... lacs. (Please fill the amount)</p>						



PSL Category	Description / Declaration by the applicant
<input type="checkbox"/> Service Enterprises	<p>Enterprises engaged in providing or rendering of services and whose investment in equipment (original cost excluding land and building and furniture, fittings and other items not directly related to the service rendered is less than 2 Crores. Below are the industries classified within Service enterprises subject to borrower Total loan limit with Bank upto 5 crore.</p> <p><input type="checkbox"/> Small business - I / we hereby declare that I am / we are running a small business enterprise, providing services and also declare that the cost of equipment acquired by us for running our business is less than Rs 2 Crores and the aforesaid loan shall be used by me/us solely for the purpose of business. I/We hereby declare that to the best of our knowledge and belief that the total amount of original cost of investment in all types of plant and machinery used for my business..... is around Rs.....Lacs. (Please fill the amount)</p> <p><input type="checkbox"/> Retail Trade - I / We hereby declare that I am / we are trader/traders and the aforesaid loan shall be used by me/us solely for the purpose of business. I/We hereby declare that to the best of our knowledge and belief that the total amount of original cost of investment in all types of plant and machinery used for my business..... Is around Rs.....Lacs. (Please fill the amount)</p> <p><input type="checkbox"/> SRTTO (Small Road Transport / Taxi Operator)- I/We hereby declare that I am/we are Transport operators and will also declare the cost of vehicles and the aforesaid loan shall be used by me/us solely for the purpose of transport business. I / We hereby declare that to the best of our knowledge and belief that the total amount of original cost of investment in all types of plant and machinery used for my business..... is around Rs.....lacs. (Please fill the amount)</p> <p><input type="checkbox"/> Professional & Self Employed – - I / we hereby declare that I am / we are running a Profession & self employed business, providing services and also declare that the cost of equipment acquired by us for running our business is less than Rs 2 Crores and the aforesaid loan shall be used by me/us solely for the purpose of business. I/We hereby declare that to the best of our knowledge and belief that the total amount of original cost of investment in all types of plant and machinery used for my business..... is around Rs.....Lacs. (Please fill the amount)</p>
<input type="checkbox"/> Khadi& Village Industries Sector	<p>I/we hereby declare that I am/we are running a business unit of _____ _____ and the aforesaid loan shall be used by me/us solely for the purpose of business.</p>

I/We are aware that it is on the faith of this representation, declaration and confirmation that you have agreed to consider my loan application for financial assistance under category _____ (same as ticked above) of Priority Sector Advances defined in various circulars / guidelines of Reserve Bank of India. We shall indemnify the bank to make the loss good in the event of any loss or damage that may arise on account of false / incorrect declaration by me/us as stated above.

Borrower Name	Borrower Signature
<div style="border: 1px solid black; padding: 5px; width: 40px; float: left; margin-bottom: 10px;">S 10</div>	

RTO BOOKLET

CUSTOMER NAME : _____

LOAN AGREEMENT NO : _____



HDFC BANK

We understand your world

FORM 26

(See Rule 56)

Intimation of loss or destruction act of the Certificate of Registration and application
for the issue of Duplicate Certificate of Registration

(To be made in duplicate if the vehicle is held under agreement of hire purchase/hypothecation/lease and the duplicate copy with endorsement of the Registering Authority to be returned to the Financier simultaneously on the issue of duplicate)

To,
The Registering Authority

Sir,
The Certificate of Registration of my / our Motor Vehicle the Registration Mark of which is _____ has been lost/destroyed Completely written off/off soiled torn/ mutilated in the following circumstance.

I/We hereby declare that to best of my/our knowledge the registration of the vehicle has not been suspended or cancelled under the provision of the act or rule made there under and the circumstances explained above are true.

I/We do hereby apply for issue of a duplicate Certificate of Registration.

The written off soiled/torn/ mutilated Certificate of Registration is enclosed.

The vehicle is not held under any agreement of hire purchase/ lease/hypothecation.

I/We have reported the loss to the Police Station on _____ (dated)



Dated. _____

Signature/Thumb impression of applicant
along with full address

Strike out whichever is in applicable.

The vehicle is held under hire purchase/lease/hypothecation agreement with _____ and the No Objection Certificate obtained from financier is enclosed.

and in case the No Objection is not enclosed applicant shall make a declaration as required subsection [8] of section [51]

Name _____

Full address _____

Note 1] Full particulars of the circumstances shall be furnished in the case of loss or destruction of the Registration Certificate 2]

Strike out whichever is in applicable.

Specimen Signature of the Owners

[1] ☒

[2] ☒

FORM 26

(See Rule 56)

Intimation of loss or destruction act of the Certificate of Registration and application
for the issue of Duplicate Certificate of Registration

(To be made in duplicate if the vehicle is held under agreement of hire purchase/hypothecation/lease and the duplicate copy with endorsement of the Registering Authority to be returned to the Financier simultaneously on the issue of duplicate)

To,
The Registering Authority

Sir,
The Certificate of Registration of my / our Motor Vehicle the Registration Mark of which is _____ has been lost/destroyed Completely written off/off soiled torn/ mutilated in the following circumstance.

I/We hereby declare that to best of my/our knowledge the registration of the vehicle has not been suspended or cancelled under the provision of the act or rule made there under and the circumstances explained above are true.

I/We do hereby apply for issue of a duplicate Certificate of Registration.

The written off soiled/torn/ mutilated Certificate of Registration is enclosed.

The vehicle is not held under any agreement of hire purchase/ lease/hypothecation.

I/We have reported the loss to the Police Station on _____ (dated)



Dated. _____

Signature/Thumb impression of applicant
alongwith full address

Strike out whichever is in applicable.

The vehicle is held under hire purchase/lease/hypothecation agreement with _____ and the No Objection Certificate obtained from financier is enclosed.

and in case the No Objection is not enclosed applicant shall make a declaration as required subsection [8] of section [51]

Name _____

Full address _____

Note 1] Full particulars of the circumstances shall be furnished in the case of loss or destruction of the Registration Certificate 2]

Strike out whichever is in applicable.

Specimen Signature of the Owners

(1) ☒

(2) ☒

OFFICE ENDORSEMENT

Number _____ dated _____ Office of the _____

A duplicate certificate of registration as requested above is issued with the note of agreement of hire purchase / hypothecation / lease as on _____ and is noted in the original registration record in Form 24.

To,

Signature of the Registering Authority

(Name and address of the financier)
By registered post or delivered under proper acknowledgments.

OFFICE ENDORSEMENT

Number _____ dated _____ Office of the _____

A duplicate certificate of registration as requested above is issued with the note of agreement of hire purchase / hypothecation / lease as on _____ and is noted in the original registration record in Form 24.

To,

Signature of the Registering Authority

(Name and address of the financier)
By registered post or delivered under proper acknowledgments.

FORM 29

[See Rule 55(1)]

Form of notice of Transfer of Ownership of a Motor Vehicle

(To be made in Duplicate and the Duplicate copy with the endorsement of the Registering Authority to be returned to the transferor immediately on making entry of transfer of ownership)

To,
The Registering Authority,

(in whose jurisdiction the transferee resides)
I / We _____
resident of. _____
have on the _____ day _____ of the year _____ sold and delivered
my / our Vehicle No. _____ make _____ chassis
No. _____
Engine No. _____ to M/s. / Shri. / Smt. _____
son/wife/daughter of _____ residing at _____
[House No. Street, village/Town, district & State]

The registration certificate and Insurance Certificate have been handed over to him / her/ them.

Date _____



Signature of the Registerd Owner
(Transferor)

P _____ (Transferee)

Copy to the Registering Authority in whose jurisdiction the transferor reside.

Note : To be sent to the Registering Authority by Registered Post Acknowledgement due.

FORM 29

[See Rule 55(1)]

Form of notice of Transfer of Ownership of a Motor Vehicle

(To be made in Duplicate and the Duplicate copy with the endorsement of the Registering Authority to be returned to the transferor immediately on making entry of transfer of ownership)

To,
The Registering Authority,

(in whose jurisdiction the transferee resides)
I / We. _____
resident of. _____
have on the _____ day _____ of the year _____ sold and delivered
my / our Vehicle No. _____ make _____ chassis
No. _____
Engine No. _____ to M/s. / Shri. / Smt. _____
son/wife/daughter of _____ residing at _____
[House No. Street, village/Town, district & State]

The registration certificate and Insurance Certificate have been handed over to him / her/ them.

Date _____



Signature of the Registerd Owner
(Transferor)

P _____ (Transferee)

Copy to the Registering Authority in whose jurisdiction the transferor reside.

Note : To be sent to the Registering Authority by Registered Post Acknowledgement due.

OFFICE ENDORSEMENT

No. _____ dated _____ Office at the _____

The Owner ship of the vehicle has been transferred to the name of _____

with effect from _____ (date)

Registering Authority
(Official Seal)

To. _____

(The Transferrer)

By registered post or delivered under proper acknowledgment
Strike out whichever is inapplicable

OFFICE ENDORSEMENT

No. _____ dated _____ Office at the _____

The Owner ship of the vehicle has been transferred to the name of _____

with effect from _____ (date)

Registering Authority
(Official Seal)

To. _____

(The Transferrer)

By registered post or delivered under proper acknowledgment
Strike out whichever is inapplicable

FORM 30

[See Rule 55 (2) and (3)]

Report of Transfer of Ownership of Motor Vehicle

Part 1- For use of the Transferrer

To be made in duplicate if the vehicle is held under an agreement of hire purchase/ lease/ hypothecation and the duplicate copy with the endorsement of the registering authority to be returned to the Financier simultaneously on making the entry of transfer of ownership in the Certificate of Registration)

To,
The Registering Authority,

Name of the Transferrer : _____

Son/wife/daughter of: _____

Full address : _____

I, hereby declare that I / We have on this. _____ day of _____ of the year _____ sold

my / our Motor Vehicle bearing registration mark _____ to Shri/Smt. _____

son / wife/ daughter of. _____ residing at _____

_____ (full address) and handed over the certificate of registration and the certificate of Insurance to him / her

/ them

I / We here declare that to the best of my / our knowledge the Certificate of Registration of the vehicle has been / has not been suspended or cancelled

I enclose the No Objection Certificate issued by the Registering Authority.

If the 'No Objection Certificate' from the Registering authority is not enclosed the transferrer should file along with this application a declaration as required under sub-section (1) of section 50.

Date _____



Signature of the Transferrer

Details of suspension or cancellation

Strike out whichever is inapplicable

PART II- For use of the Transferee

To,

The Registering Authority,

Name of the Transferee : _____

Son/wife/daughter of: _____

Full address : _____

(Proof of address to be enclosed)

I, hereby declare that I / We have on this _____ day of _____ of the year _____ purchased the Motor Vehicle bearing registration number _____ from _____ (name and full address) request that necessary entries regarding the transfer of ownership of the vehicle in my / our name may be recorded in certificate of registration / certificate of fitness of the vehicle, which is enclosed.

The Certificate of Insurance is also enclosed

P

Signature of Transferee

Consent of the Financier in the case of Motor Vehicle subject to an agreement of hire purchase / lease / hypothecation

I / We being a party to an agreement of hire purchase / lease / hypothecation in respect of motor Vehicle _____ give consent to the transfer of ownership of the said vehicle to M/s./ Shri / Smt. Kumari _____ with whom I / We have entered into agreement of hire purchase / lease / hypothecation.

Date _____

Signature of Financier

Office Endorsement

No. _____ Date _____ Office of the _____

The transfer of ownership of vehicle has been recorded with effect from _____ on the Registration Certificate of the vehicle _____ and in the registration of this office.

To,

Name and Address of the Financier

Registering Authority

By registered post or delivered under proper acknowledgments
Specimen Signature of the Transferee

P

(1) _____

P

(2) _____

FORM 30

[See Rule 55 (2) and (3)]

Report of Transfer of Ownership of Motor Vehicle

Part 1- For use of the Transferrer

To be made in duplicate if the vehicle is held under an agreement of hire purchase/ lease/ hypothecation and the duplicate copy with the endorsement of the registering authority to be returned to the Financier simultaneously on making the entry of transfer of ownership in the Certificate of Registration)

To,
The Registering Authority,

Name of the Transferrer : _____

—

Son/wife/daughter of: _____

Full address : _____

I, hereby declare that I / We have on this. _____ day of _____ of the year _____ sold

my / our Motor Vehicle bearing registration mark _____ to Shri / Smt. _____

son / wife/ daughter of : _____ residing at _____

_____ (full address) and handed over the certificate of registration and the certificate of Insurance to him / her / them

I / We here declare that to the best of my / our knowledge the Certificate of Registration of the vehicle has been / has not been suspended or cancelled

I enclose the No Objection Certificate issued by the Registering Authority.

If the 'No Objection Certificate' from the Registering authority is not enclosed the transferrer should file along with this application a declaration as required under sub-section (1) of section 50.



Date _____

Signature of the Transferrer

Details of suspension or cancellation

Strike out whichever is inapplicable

PART II- For use of the Transferrer

To,

The Registering Authority,

Name of the Transferee : _____

Son/wife/daughter of: _____

Full address : _____

(Proof of address to be enclosed)

I, hereby declare that I / We have on this _____ day of _____ of the year _____ purchased the Motor Vehicle bearing registration number _____ from _____ (name and full address) request that necessary entries regarding the transfer of ownership of the vehicle in my / our name may be recorded in certificate of registration / certificate of fitness of the vehicle, which is enclosed.

The Certificate of Insurance is also enclosed

P

Signature of Transferee

Consent of the Financier in the case of Motor Vehicle subject to an agreement of hire purchase / lease / hypothecation

I / We being a party to an agreement of hire purchase / lease / hypothecation in respect of motor Vehicle _____ give consent to the transfer of ownership of the said vehicle to M/s./ Shri / Smt. Kumari _____ with whom I / We have entered into agreement of hire purchase / lease / hypothecation.

Date _____

Signature of Financier

Office Endorsement

No. _____ Date _____ Office of the _____

The transfer of ownership of vehicle has been recorded with effect from _____ on the Registration Certificate of the vehicle _____ and in the registration of this office.

To,

Name and Address of the Financier

Registering Authority

By registered post or delivered under proper acknowledgments
Specimen Signature of the Transferee

P

(1) _____

P

(2) _____

FORM 34

(See Rule 60)

**Application for making an entry of an agreement of Hire Purchase / Lease / Hypothecation subsequent to registration
(To be made in duplicate and the duplicate copy with the endorsement of the Registering authority to the Financier
simultaneously on making the entry in the Certificate of Registration)**

To,
The Registering Authority,

The Motor Vehicle bearing registration No. _____ is the subject of an agreement of hire purchase /lease/
hypothecation between _____ the registered owner/person to be registered as owner
and _____
(Fill the name and full address of Financier)

We request the entry of the agreement be made in the Certificate of Registration and the request records in your office. The Certificate of
Registration together with the fee is endorsed.



Date _____

Signature of the Registered Owner

Strike out whichever is inapplicable

Signature of the Financier

PTO.

FORM 34

(See Rule 60)

**Application for making an entry of an agreement of Hire Purchase / Lease / Hypothecation subsequent to registration
(To be made in duplicate and the duplicate copy with the endorsement of the Registering authority to the
Financier simultaneously on making the entry in the Certificate of Registration)**

To,
The Registering Authority,

The Motor Vehicle bearing registration No. _____ is the subject of an agreement of hire purchase /lease/
hypothecation between _____ the registered owner/person to be registered as owner
and _____
(Fill the name and full address of Financier)

We request the entry of the agreement be made in the Certificate of Registration and the request records in your office. The Certificate of
Registration together with the fee is endorsed.



Date _____

Signature of the Registered Owner

Strike out whichever is inapplicable

Signature of the Financier

PTO.

Office Endorsement

No. _____ Dated _____ Office of the _____

The entry of the agreement of the hire purchase / lease / hypothecation as requested on the reverse is recorded in this Office Registration Record in Form 24 Certificate of

Registration on. _____

Dated _____

Signature of the Registering Authority

To _____

(Name and address of the Financier)

By registered post, or delivered under proper acknowledgment

Office Endorsement

No. _____ Dated _____ Office of the _____

The entry of the agreement of the hire purchase / lease / hypothecation as requested on the reverse is recorded in this Office Registration Record in Form 24 Certificate of

Registration on. _____

Dated _____

Signature of the Registering Authority

To _____

(Name and address of the Financier)

By registered post, or delivered under proper acknowledgment

FORM 35
[See Rule61 (1)]

Notice of Termination of an Agreement of Hire Purchase / Lease / Hypothecation

(To be made in duplicate and the duplicate copy with the endorsement of the Registering Authority to be returned to the Financier simultaneously on making the entry in the Certificate of Registration)

To,
The Registering Authority,

We hereby declare that the agreement of hire purchase / lease / hypothecation entered in to between us has been terminated. We therefore request that the note endorsed in certificate of Registration.

Vehicle No. _____ in respect of the said Agreement between us be cancelled.

The Certificate of Registration together with the fee is enclosed.



Signature of the Registered Owner

Date _____

Dates _____

Strike out whichever is inapplicable

Signature of the Financier

PTO.

FORM 35
[See Rule61 (1)]

Notice of Termination of an Agreement of Hire Purchase / Lease / Hypothecation

(To be made in duplicate and the duplicate copy with the endorsement of the Registering Authority to be returned to the Financier simultaneously on making the entry in the Certificate of Registration)

To,
The Registering Authority,

We hereby declare that the agreement of hire purchase / lease / hypothecation entered in to between us has been terminated. We therefore request that the note endorsed in certificate of Registration.

Vehicle No. _____ in respect of the said Agreement between us be cancelled.

The Certificate of Registration together with the fee is enclosed.



Signature of the Registered Owner

Date _____

Dates _____

Strike out whichever is inapplicable

Signature of the Financier

PTO.

Office Endorsement

No. _____ Date _____ Office of the _____

The Cancellation entry of the agreement of hire purchase / lease /hypothecation as requested on the reverse is recorded in this office
Registration Record in form 54 Certificate of Registration on _____

Date _____

Signature of the Registering Authority

To, _____

(Name and address of the Financier)

By registered post, or delivered under proper acknowledgment

Office Endorsement

No. _____ Date _____ Office of the _____

The Cancellation entry of the agreement of hire purchase / lease /hypothecation as requested on the reverse is recorded in this office
Registration Record in form 54 Certificate of Registration on _____

Date _____

Signature of the Registering Authority

To, _____

(Name and address of the Financier)

By registered post, or delivered under proper acknowledgment



We understand your world

UMRN

Date

Action ☒

Sponsor Bank Code

Utility Code

Create	<input checked="" type="checkbox"/>
Modify	<input type="checkbox"/>
Cancel	<input type="checkbox"/>

I/We hereby authorize

HDFC Bank Limited

(Name of Utility / Biller / Bank / Company)

To Debit

A/c Type	SB:	<input type="checkbox"/>	CC:	<input type="checkbox"/>	SB-NRO:	<input type="checkbox"/>
	CA:	<input type="checkbox"/>	SB-NRE:	<input type="checkbox"/>	Others:	<input type="checkbox"/>

Bank A/C Number

with bank

IFSC

or MICR

(Name of Destination Bank with Branch)

an amount of Rupees

₹

Frequency ☒ Mthly ☐ Qtly ☐ H-Yrly ☐ Yrly ☐ As & When Presented

Debit Type ☒ Fixed Amount ☒ Maximum Amount

Reference 1

Phone No.

Reference 2

E-mail ID

PERIOD

I agree for the debit of mandate processing charges by the bank whom I am authorizing to debit my account as per latest schedule of charges of the bank.

From	<input type="text"/>
To	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/>
Or	<input checked="" type="checkbox"/> Until cancelled

Signature Primary Account holder

Signature of Account holder

Signature of Account holder

1 Name as in Bank Records

2 Name as in Bank Records

3 Name as in Bank Records

This is to confirm that the declaration has been carefully read, understood & made by me/us. I am authorising the User entity/Corporate to debit my account, based on the instructions as agreed and signed by me. I have understood that I am authorised to cancel/amend this mandate by appropriately communicating the cancellation/amendment request to the User entity/corporate or the bank where I have authorized the debit.

MANDATE INSTRUCTION FORM

9153/15.06.2016