

## AGREEMENT FOR VEHICLE / MACHINERY LOAN

This Loan Agreement made at the place and date mentioned in the **Schedule** by and amongst **ESAF SMALL FINANCE BANK LIMITED**, a banking company licensed under Section 22(1) of the Banking Regulation Act, 1949, and incorporated under the provisions of the Companies Act, 2013, having its registered office at Building No. VII/83/8, ESAF Bhavan, Mannuthy P.O, Thrissur- 680 651, Kerala, hereinafter referred to as "the Bank" which term shall mean and include its successors and permitted assigns)

**AND**

The "**Borrower**", whose name and address are mentioned in the **Schedule**.

The expressions "Borrower" and the "Bank", unless repugnant to the context thereof, shall include their respective heirs, representatives, successors, executors, administrators and assigns.

### **WHEREAS:**

- (A) The Bank is engaged in the business of a small finance bank.
- (B) The Borrower has sought financial assistance for the amount as mentioned in the **Schedule** ("**Loan**") and for the purpose more particularly described in the **Schedule** ("**Purpose**").
- (C) The Bank has granted/agreed/continue to grant, based on the Borrower's request, representations, warranties, covenants and other undertakings as contained herein and in the Loan Application and other documents executed or tendered by the Borrower in relation to the Loan, loan/s as specified in the **Schedule** to the Borrower and the Borrower has agreed to borrow the Loan from the Bank on the terms and conditions mentioned below.

### **NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:**

#### **1. DEFINITIONS**

- a) "**Assets**" shall mean all the vehicle/machinery/equipment and / or any other assets, whether moveable or immovable, primarily secured and or offered or caused to be offered as security in favor of the Bank by the Borrower for the due repayment of the Loan granted/ to be granted by the Bank.
- b) "**Hypothecated Assets**" means all assets hypothecated to the Bank including book debts and securities, fixed assets, goods and assets and all moveable properties and vehicles, plant and machineries.
- c) "**Borrower**" means the person whose name appears in the **Schedule** as the Borrower and executing this Loan Agreement as Borrower.
- d) "**Co-Borrower(s)**" means one or more persons whose names appear/s in the **Schedule** as the Co-Borrower and executing this Loan Agreement as Co-Borrower and each one being deemed to have made this Loan Agreement individually and in case of more than

one, all of them having agreed to the liabilities, co-existing with the Borrower hereunder jointly and severally and the term "**Co-Borrower(s)**" shall include her/his/their respective heirs, executors, administrators and legal representatives and permitted assigns.

- e) "**Default/ Penal Interest Rate**" means the rate at which the Bank shall compute and apply interest on all amounts due for payment by the Borrower to the Bank as stated in the **Schedule** or as may be amended from time to time by the Bank.

- f) "**Due Date**" means the date(s) on which any amounts in respect of the Borrower's Dues including the Principal amounts of the Loan, interest and/or any other monies fall due as specified in the Loan Terms and other Transaction Documents.

- g) "**Interest Rate**" means the rate at which the Bank shall compute and apply interest on the Loan, as stated in the **Schedule** to this Loan Agreement or as may be amended from time to time by the Bank and shall include the Default/ Penal Interest Rate wherever applicable.

- h) "**Loan Application**" means, as the context may permit or require, Loan Application Form submitted by the Borrower to the Bank for applying for and availing of the Loan and all other information, particulars, clarifications and declarations, if any, furnished by the Borrower or Co-Borrower/s from time to time in connection with the Loan.

- i) "**Loan Balances**" means the outstanding principal amount of the Loan, interest payable and other charges, fees, costs, commitments,

expenses, stamp duty and all other sums whatsoever payable by the Borrower/Co-Borrower(s) to the Bank in accordance with this Loan Agreement and accompanying transaction documents.

- j) "**Post Dated Cheques**" ("**PDC**") mean the cheques issued by the Borrower/Co-Borrower(s) in favour of the Bank for repayment of the Loan Amount with interest.

- k) "**Prepayment**" means premature repayment of the Loan before the due date as per the terms and conditions laid down by the Bank in that behalf and as in force at the time of prepayment.

- l) "**Sanction Letter**" means the letter issued by the Bank sanctioning the Loan and includes the letter/s modifying or amending the terms.

- m) "**Schedule**" means and includes the Schedule attached hereto and forming an integral part of this Agreement and also includes all amendments if any made from time to time.

- n) "**Security**" shall mean such security as may be created or agreed to be created by the Borrower/Co-Borrower/Guarantor in favour of the Bank to secure the payment of the Loan Balances by the Borrower to the Bank.

- o) "**Transaction Documents**" include this Agreement together with all Schedules annexed hereto, all amendments to this Agreement, letters issued by the Bank to the Borrower which are deemed to be Sanction Letter for the purposes of this Agreement, the applications by the Borrower to avail the Loan and all other agreements, instruments, undertakings, indentures, deeds, writings and other documents (whether financing, security or otherwise), executed or entered into or to be executed or entered into, by the Borrower or as the case may be, any other person, in relation or pertaining to the transactions contemplated by or under this Agreement and/or the other Transaction Documents and each such Transaction Document as amended from time to time.

- p) "**Vehicle**" or "**Commercial Vehicle**" means the Vehicle described in the Loan Application and more particularly in Schedule, which is sought to be purchased by the Borrower/Co-Borrower(s) and / or sought to be financed by the Bank and includes the chassis and the body to be constructed/fitted on the chassis and all accretions, additions and accessories (including any additional body building/modification works, additional components and engine/part upgrades etc.) made / done to the Vehicle (s).

- q) In this Loan Agreement, unless otherwise expressly stated or the context otherwise requires:

- i. The headings are inserted for convenience only and shall not affect the construction of this Loan Agreement;
- ii. references to one gender includes all genders;
- iii. words in the singular shall include the plural and vice versa;
- iv. the Bank and the Borrower/Co-Borrower(s) are hereby individually referred to as the 'Party' and collectively referred to as the 'Parties'.

#### **2. PURPOSE OF THE LOAN**

The Borrower/Co-Borrower(s) is/are engaged in the activity mentioned in the **Schedule** and the Borrower/Co-Borrower(s) agrees to utilize the Loan only for that Purpose.

#### **3. TERMS AND CONDITIONS OF THE LOAN**

- a) Amount of Loan: Bank hereby agrees to lend and the Borrower/Co-Borrower(s) agrees to borrow the sum as specified in the **Schedule** on the terms and conditions contained herein.

- b) Period of Loan: Period of the Loan shall be as specified in the **Schedule** and the same may, at the sole and absolute discretion of the Bank, be renewed/extended for such further periods, upon such terms and conditions as may be informed by the Bank. This Loan Agreement shall hold good for any such renewal/extension.

- c) Charges, Taxes and other Expenses:

The Borrower//Co-Borrower(s) also undertakes to pay to the Bank, all expenses, interest and charges incurred by the Bank in relation to this Loan Agreement including taxes, stamp duties, document charges, legal fees, transfer fees, registration charges, court fees, insurance and all other expenses for enforcement of the repayment as specified in the Schedule and the Borrower/Co-Borrower(s) shall pay them forthwith on demand by the Bank along with interest thereon from the date the same are incurred by the Bank until paid by the Borrower to the Bank:

i. all other fees, charges, costs and expenses from time to time specified by the Bank (including all costs and expenses incurred or paid by the Bank) in relation to this Loan Agreement and/or any Security (if any) including those incurred for repossession and/or sale of any Security (if any) and/or for recovery of the Loan Balances or any part thereof. If the Bank, in its discretion or in terms of any statutory requirement, makes such payments, the Borrower/Co-Borrower(s) undertakes to pay the same to the Bank within 10 days of being informed by the Bank of the same, along with interest in respect of the Loan.

ii. The Borrower/Co-Borrower(s) undertakes to pay forthwith on demand to the Bank all costs and expenses on a full indemnity basis incurred and or to be incurred by the Bank for inspection of Vehicle/equipment offered as security and for the preparation, execution, preservation, performance, enforcement and realization of the outstanding Loan Amount, security documents and other instruments creating and/or evidencing the creation of any security for the Loan as also any other instruments required in connection with the Loan.

d) **Margin:** The Borrower/Co-Borrower(s) agrees to contribute a percentage of the total estimated cost/amount required for the Purpose for which the Loan is being obtained as specified in the **Schedule**. If there is any cost/amount escalation, the entire additional cost/amount shall be brought in by the Borrower/Co-Borrower(s) as margin.

e) **Joint and several liability:** Where the Loan is provided to more than one Borrower (to the Borrower and the Co-Borrower(s)), the liability of each of the Borrower (including the Co-Borrower(s)) to fulfil the payment obligations and compliance of each of the terms and conditions under this Loan Agreement is joint and several. The Borrower (including the Co-Borrower(s)) shall ensure performance of this Loan Agreement in a harmonious manner such that they act in the capacity of a single borrower.

#### 4. CONDITIONS PRECEDENT

The Bank shall not be obliged to disburse all or any of the Loan Amount unless and until:

(i) The Borrower has delivered to the Bank a certified true copy of all the approvals, if any, required for the purpose of availing the Loan, as also execution of the necessary documents in this behalf as also other documents as may be prescribed by the Bank from time to time;

(ii) The Borrower has executed and/or delivered to the Bank such post-dated cheques, guarantees and other documents as the Bank may from time to time require and

(iii) The "Know Your Customer" (KYC) and such other conditions as may be prescribed by RBI from time to time, are complied with by the Borrower.

#### 5. DISBURSEMENT

a. Disbursement of the amount of the Loan shall be at Bank's absolute discretion and Bank shall not be obliged to disburse the Loan unless the Borrower/Co-Borrower(s) has complied with such other conditions as the Bank may impose under this Agreement or any other Transaction Document/s.

b. The Borrower/Co-Borrower(s) agrees that the Bank shall release the Loan only after the proportionate margin amount is invested by the Borrower/Co-Borrower(s) and remitted to the Bank, as stipulated in the **Schedule**.

#### 6. PRE-REQUISITES FOR DISBURSEMENT:

i. In consideration of the Bank advancing to the Borrower/Co-Borrower(s) the said Loan, the Borrower/Co-Borrower(s) agrees and hereby exclusively hypothecates/agrees to hypothecate the vehicle(s)/machinery/ies purchased /to be purchased together with all accessories and additions to or in the vehicle(s)/machinery/ies, as mentioned in the Schedule annexed hereto or addendum attached thereto, whether present or future, by way of first and exclusive charge to the Bank.

ii. The security hereby created by way of hypothecation shall be deemed to be created immediately on signing of this Agreement or delivery of the vehicle/machinery, whichever is earlier.

iii. The Borrower/Co-Borrower(s) agrees and undertakes to have the vehicle(s) registered with the appropriate Registering Authority, with an endorsement in favour of the Bank (as provided for in the Motor Vehicles Act, 1988 or any statutory amendment thereof) so as to clearly express that the vehicle(s) is/are hypothecated to the Bank and to submit a copy of the Registration Certificate(s) with the endorsement thereof to the Bank.

iv. The Borrower/Co-Borrower(s) undertake to get the endorsement in favour of the Bank made on the Registration Certificate(s) within a period of 10 (ten) days from the date of delivery of the vehicle(s) to confirm and record the fact that the Borrower/Co-Borrower(s) has

hypothecated the vehicle(s) in favour of the Bank. The Parties hereto agree that the said endorsement on the Registration Certificate(s) shall operate as conclusive evidence of such hypothecation.

v. The charge/security created by the Borrower/Co-Borrower(s) under this Agreement shall be a continuing security for the amounts due from time to time under the said Loan and shall continue and remain in force till such time all other dues under this Agreement from the Bank are fully discharged and the Bank issues a Certificate of Discharge. The security created under this Agreement and the liability/obligation of the Borrower/Co-Borrower(s) shall not be affected, impaired or discharged by winding up (voluntary or otherwise) or by any merger or amalgamation, reconstruction, takeover of the management, dissolution or nationalization (as the case may be) of the Borrower/Co-Borrower(s).

vi. The Borrower/Co-Borrower(s) undertakes to further secure the Loan and create such further security and execute such other documents as may be required by the Bank from time to time with regard to the Loan.

vii. The Borrower/Co-Borrower(s) shall execute on demand by the Bank such further documents as may be required by the Bank to perfect the Security and/or vest the Hypothecated Assets or any of them in favour of the Bank and to render the same readily realizable or transferable by the Bank at any time.

#### 7. REPAYMENT:

a) The Borrower/Co-Borrower(s) undertakes to pay to the Bank, the Installments more particularly mentioned in the **Schedule** hereunder till the entire Loan with interest, cost etc. is repaid along with any other charges, premium, fees, taxes levies or other dues and damages set out in this Loan Agreement.

b) The Borrower/Co-Borrower(s) shall arrange for the payment of the Installments, as stipulated in the **Schedule**, from his/her/their current/savings Bank account, mentioned in the **Schedule** and in case any amount is left outstanding in the said Loan account by way of principal or interest on account of delayed payment of installments, interest accrued during the holiday period, any other debits made in the account or for any other valid reasons, the Borrower/Co-Borrower(s) shall pay the said amount in lumpsum or in such installments stipulated by the Bank in its absolute discretion and liquidate the account. The Borrower/Co-Borrower(s) also agrees to provide Electronic Clearing Service (ECS)/Standing Instructions (SI)/Automated Clearing House (ACH) mandate as and when required by the Bank.

c) Without prejudice to the above, the Bank will also have the right to charge and the Borrower/Co-Borrower(s) will remain liable to pay the Default/Penal Interest Rate at such rate as may be prescribed by the Bank and/or the RBI, from time to time, in case the Borrower/Co-Borrower(s):

- i. Defaults in payment of instalments on their due dates;
- ii. violates any of the terms and conditions contained in this Loan Agreement;
- iii. allows the Loan account to become irregular/out of order/non-performing asset; or
- iv. the credit rating of the Borrower/Co-Borrower(s) is downgraded or on account of changes in risk weight stipulated by RBI;
- v. or on any other circumstances, as the Bank may deem fit and necessary

provided that the charging or payment of such Default/Penal Interest rate shall be without prejudice to other rights and remedies of the Bank.

d) The Borrower/Co-Borrower(s) shall, if so, required by the Bank, execute in favour of the Bank a letter of authority, addressed to his/her employer to recover and pay to the Bank the Installment from the salary of the Borrower/Co-Borrower(s) every month. The Borrower/Co-Borrower(s) shall also furnish to the Bank salary deduction undertaking from the employer of the Borrower/Co-Borrower(s), if so, required by the Bank.

e) Default in payment of any of the installments or any part thereof will make the entire balance then outstanding with interest, costs, commissions, and charges shall, if the Bank so chooses, at once become due and payable.

f) All payments made by the Borrower shall be appropriated towards the dues in the following order viz.

- g) Premium on prepayment (if applicable), cost, charges, expenses and other moneys;
- h) Interest on cost, charges, expenses and other moneys;
- i) Commitment charges, if applicable;
- j) Interest including additional interest payable hereunder;
- k) Penal interest on defaulted amounts/irregular portion and
- l) Repayment of principal due and payable hereunder.

## 8. INTEREST

- a) The Borrower/Co-Borrower(s) agrees to pay interest at the Rate/s and the rests specified under the **Schedule** of this Loan Agreement.
  - b) Notwithstanding the above, the Borrower/Co-Borrower(s) agrees that the Interest Rate may increase/decrease on account of the directives of the Bank/RBI and in that case the Borrower/Co-Borrower(s) agrees to pay interest at such revised rate. The Bank will have absolute liberty and discretion to re-fix the amount of Installment and in that event, the Borrower/Co-Borrower(s) shall be liable to repay the Loan with the revised Interest Rate at such revised Installments or the Bank may, at its sole and absolute discretion, extend the period of repayment mentioned hereinabove. In the event of any amendment/ alteration to the amount of Installment and/or the number of Installments on account of the above reasons, the same shall be deemed to have been substituted here in this Loan Agreement.
  - c) Interest Rate will be computed from the respective date of drawal, which is either in lumpsum or in stages, on the daily debit balance of such Loan account and shall become payable upon the footing of compound interest with monthly rests or such other rests as may be prescribed by the Bank from time to time. The interest will start accruing from the date of disbursement of the Loan or the date of disbursement of the first installment, where such Loan is disbursed in stages.
  - d) Interest on the outstanding amounts under the facilities/discount or other charges when debited to the relevant account by the Bank, shall be calculated on the daily debit balance of such account. In the event of remittance being made into the account after normal business hours, but within the extended business hours, the Bank will have the discretion to value date of such remittance on the succeeding business day for the purpose of calculation of interest.
  - e) The Bank shall, at any time, by publication in the notice board of the concerned Branch of the Bank/website of the Bank, be entitled to charge Interest Rate at such higher effective rate or rests than the rate and rest mentioned in this Loan Agreement, on account of revision of Bank's MCLR (Marginal Cost of funds-based Lending Rate)/RLLR (Repo Linked Lending Rate of the Bank) and in accordance with the rate and/or rest revised or varied by the Bank from time to time. The Borrower/Co-Borrower(s) specifically waives notice of any variation in the Interest Rate/rest and the notice published in the notice board of the concerned Branch of the Bank/website of the Bank or entry regarding debit of interest in the statement of account shall be deemed to be sufficient notice of variation in Interest Rate/rest to the Borrower/Co-Borrower(s). Further, the Bank will be entitled to effect changes in the 'spread' from time to time.
  - f) If the Borrower/Co-Borrower(s) commits default or delay in payment/repayment of any Installment, the Loan, interest or any other amount, entire outstanding amounts shall carry interest at the Default/Penal Interest Rate and shall be computed from the respective due dates for payment and shall become payable upon the footing of compound interest with monthly rests. The Borrower/Co-Borrower(s) shall also be liable to pay collection charges fixed by the Bank from time to time. In case, the Borrower/Co-Borrower(s) commits default in observance and performance of the terms and conditions contained in this Loan Agreement, then the Bank reserves a right to reset the Interest Rate.
- ## 9. COMPUTATION OF INTEREST
- Each installment comprises of principal and interest calculated on the basis of the rate of interest mentioned in Schedule and is rounded off to the next rupee calculated on monthly reducing balance. Interest and any other charges shall be computed on the basis of a year comprising of three hundred and sixty days.
- ## 10. PRE-PAYMENT OF INSTALMENT
- a) Pre-payment may be allowed by the Bank at its discretion subject to conditions prescribed in this Agreement. All such payments or foreclosure shall be made from the same savings/current account from which the standing instructions for payments of installments have been issued. In such an event, the Borrower/Co-Borrower(s) shall also be liable to pay additional prepayment charges, wherever applicable, at the rate specified in the **Schedule**.
  - b) Conditions in relation to Prepayment
  - i. Prepayment or foreclosure is permitted after a minimum period of 12 (twelve) months following the date of Loan disbursal. The Borrower/Co-Borrower(s) shall send a written request to the Bank mentioning the clear instruction for reducing the tenure or equated monthly instalments in case of pre-payment of the Loan. The Borrower/s /Co-Borrower(s) undertake to submit at least 30 days prior written

intimation for foreclosure.

- ii. If the Loan is availed by senior citizen above the age of 60 years, no premature closure charges will be levied by the Bank, provided the Loan is closed after 1 (one) year from the date of disbursement.

## 11. RECALL OF THE LOAN BY THE BANK

- a) The Borrower/Co-Borrower(s) agrees that the Bank shall be entitled to, at any time, in its sole discretion, recall the Loan by giving the Borrower/Co-Borrower(s) 14 days' notice in writing. It is specified that the repayment mentioned in the **Schedule** set out herein is without prejudice to the Bank's right to recall the entire Loan and to demand payment of the Loan Balance.
- b) The Borrower/Co-Borrower(s) agrees and confirms the amounts payable by her/him in terms of the Loan Agreement under various heads towards diverse costs and charges and she/he is/are aware that all amounts so paid by her/him shall be treated by the Bank as conclusive payments by the Borrower/Co-Borrower(s) towards those respective costs and charges. The Borrower/Co-Borrower(s) agrees that if at any time it is discovered that there are any amounts due to the Bank for which credit was erroneously passed by the Bank, then notwithstanding any No Objection Certificate etc. that may have been issued by the Bank, the Bank shall be entitled to claim such amounts from the Borrower/Co-Borrower(s) and the Borrower/Co-Borrower(s) shall make such payment on a demand by the Bank to that effect.
- c) After execution of the Loan Agreement for availing the Loan, if the Borrower/Co-Borrower(s) denies (either directly or indirectly) for the disbursement of the Loan under any reason whatsoever which results into cancellation of the Loan or the Borrower/Co-Borrower(s) not complying the requirements of the Bank for the purpose of disbursement of the Loan which results into cancellation of the Loan by the Bank, then the Borrower/Co-Borrower(s) shall pay to the Bank the processing fees and other charges as mentioned in the **Schedule**.
- d) The Borrower/Co-Borrower(s) confirms having understood and agrees to the Bank's method of calculating the Instalments and also its division into principal and interest.

## 12. INDEMNITY

The Borrower/Co-Borrower(s) undertakes to indemnify and keep the Bank and its Directors, Officers and Employees fully indemnified and harmless from and against all forms of losses caused to the Bank, including but not limited to all costs, expenses, taxes and other costs incurred by the Bank as a result of any acts or omission of the Borrower/Co-Borrower(s), including as a result of third party claims or claims from regulators or other authorities. The Borrower/Co-Borrower(s) undertakes immediately upon the occurrence of the loss caused to the Bank to pay to the Bank any amount on this account without any demur, reservation, contest, protest, whatsoever.

## 13. SECURITY

The repayment by the Borrower/Co-Borrower(s) to the Bank of the Loan Balances under this Loan Agreement shall be secured by the **Security**, primary and or collateral as provided in Schedule.

### a) Security covenants

- i. The Loan together with all interest, fees, commitment charges, costs, charges, expenses and other monies whatsoever stipulated in or payable under this Agreement and the other transaction documents shall be secured by the assets over which the Security has been created as specified in the Schedule ("**Secured Assets**").
- ii. The Security will be created in favour of the Bank, as required by the Bank, in a form and manner acceptable to the Bank.
- iii. The Borrower/Co-Borrower(s) agrees that this Loan Agreement and any Security hereby created or created subsequently, for and on account of the Loan, shall operate as a continuing security for all the obligations of the Borrower/Co-Borrower(s) in respect of the Loan, notwithstanding any partial payments or fluctuation of accounts.
- iv. The Bank may, in exercise of the powers, cause the Secured Assets to be sold by public auction or otherwise. In order to facilitate sale of the Secured Assets, the Borrower/Co-Borrower(s) agrees to execute and deliver transfer/sale letter to the Bank.
- v. The Borrower/Co-Borrower(s) shall not, without the written consent of the Bank, create in any manner any charge, lien or other encumbrance on the Security given to the Bank or create any interest in such Security in favour of any other third party or person.
- vi. On demand, the Borrower/Co-Borrower(s) agrees to deliver to the Bank post-dated cheques for the payment of EMIs and the Borrower/Co-Borrower(s) warrants that the cheques will be honoured on

first presentation. Any non- presentation of a cheque due to any reason will not affect the liability of the Borrower/Co-Borrower(s) to pay the installments or any other sum. The Borrower/Co-Borrower(s) agrees to forthwith replace the cheque/issue fresh cheques if required by the Bank. The Borrower/Co-Borrower(s) shall not be entitled to call upon the Bank to refrain from presenting any cheque for payment and if the Borrower/Co-Borrower(s) does so, the Bank shall nevertheless be entitled to present the cheque for payment and in the event of dishonor, the provisions under Chapter XVII of the Negotiable Instruments Act, 1881 shall apply.

vii. The Borrower shall notify the Bank, within 24 (twenty four) hours from the date of either (i) receipt of any demand/notice from a creditor (financial or operational), which may lead to proceedings under Insolvency and Bankruptcy Code, 2016 or (ii) the occurrence of a default with a creditor.

viii. To bear and pay all taxes, rates, duties (including stamp duties), charges and other imposts and obligations, existing as well as future, in respect of this Agreement, the transactions hereunder and all writings executed pursuant to or in connection with this Agreement, including without limitation the expenditure incurred on the creation of any Security.

#### **14. BANK'S RIGHT OF GENERAL LIEN AND SET OFF**

a) In the event of the Borrower/Co-Borrower(s) ceasing to be in business/service of her/his employer whether by retirement, resignation, death or by operation of law or for any other reason or cause whatsoever and howsoever Bank shall be entitled at its discretion, to write to her/his employers to appropriate and set off (i) any amount which may then be payable by the employers to the Borrower/Co-Borrower(s) whether by way of salary, allowances, bonus, other remuneration or any payment (whether ex-gratia or otherwise) whatsoever and (ii) any amount that may be standing to the credit of any account which the Borrower/Co-Borrower(s) may have with her/his employers or with the Bank, either singly or jointly towards repayment of the balance that may be then remaining due and payable by the Borrower/Co-Borrower(s) in the said Loan account of the Borrower/Co-Borrower(s) together with interest thereon at the applicable rates upto the date of such repayment. Any such appropriation made by the Bank or by her/his employers shall be conclusive and binding on the Borrower/Co-Borrower(s) and her/his estate both in and out of court. In the event of Borrower's/Co-Borrower(s) liability to make repayment of the entire dues immediately shall remain valid till the entire amount with applicable interest as up to the date of payment has been realised by the Bank whether by way of recovery from Borrower's/Co-Borrower(s) employer or otherwise.

b) The Borrower/Co-Borrower(s) agrees that in the event of any default in payment of the installments on her/his part, the Bank may, at its discretion in exercise of its rights of set off, appropriate any deposits standing to the credit of the Borrower/Co-Borrower(s) in any branch of the Bank. The Borrower/Co-Borrower(s) further agrees and declares that the Bank shall have a right of general lien and set off on all other accounts of the Borrower/Co-Borrower(s) and/or securities including gold/silver ornaments, share certificates including demat securities, LIC Policies, National Saving Certificates etc. in the custody of the Bank either as security for any other loan/advance availed by the Borrower/Co-Borrower(s) from the Bank or kept in safe custody and that the Bank may, at its discretion in case of breach of terms of this Loan Agreement, sell/dispose of such securities and appropriate the proceeds in satisfaction of the Bank's dues.

c) The Bank shall have the right of set-off/net off on the deposits of any kind and nature (including fixed deposits) held/balances lying in any accounts of the Borrower/Co-Borrower(s) and on any monies, securities, bonds and all other assets, documents, deeds and properties held by/under the control of the Bank /her/his trustees or agents (whether by way of security or otherwise pursuant to any contract entered/to be entered into by the Borrower/Co-Borrower(s) in any capacity to the extent of all outstanding dues, whatsoever, arising as a result of any of the Bank's services extended to and/or used by the Borrower/Co-Borrower(s) and/or as a result of any other facilities that may be granted by the Bank to the Borrower/Co-Borrower(s). The Borrower/Co-Borrower(s) also notes the banker's lien available to the Bank on the aforesaid assets.

d) In addition to the above mentioned right or any other right which the Bank may at any time be entitled whether by operation of law, contract or otherwise, the Borrower/Co-Borrower(s) authorizes the Bank:

- (i) to combine or consolidate at any time all or any of the accounts and liabilities of the Borrower/Co-Borrower(s) with or to any branch of the Bank;
- (ii) to sell or dispose off any of the Borrower's/Co-Borrower(s)

securities or properties held by the Bank by way of public or private sale or assignment or in any other manner whatsoever without having to institute any judicial proceeding whatsoever and retain/appropriate from the proceeds derived there from the total amounts outstanding to the Bank from the Borrower/Co-Borrower(s), including costs and expenses in connection with such sale /disposal /transfer /assignment

#### **15. COVENANTS**

##### **A. Covenants by the Borrower/Co-Borrower(s)**

The Borrower/Co-Borrower(s):

- i. Shall ensure that the entire Loan amount will be utilized for the Purpose as stated by the Borrower/Co-Borrower(s) in the Loan Application Form and for no other purpose whatsoever.
- ii. Shall keep and maintain the hypothecated Assets in good marketable condition at the cost and risk of the Borrower/Co-Borrower(s) in all respects and all necessary repairs, additions and improvements thereto will be made during the currency of the Loan and the Borrower/Co-Borrower(s) shall be liable for any loss or damage caused to the hypothecated Assets for any reasons whatsoever, including theft, damage by weather and deterioration in quality.
- iii. Shall notify the Bank of any change in the Borrower's/Co-Borrower(s)' employment, business or profession. In the event the Borrower/Co-Borrower(s) is self-employed, the Borrower/Co-Borrower(s) hereby undertakes to keep the Bank informed about the financials of his business on a regular basis as may be notified to him by the Bank. In the event the Borrower/Co-Borrower(s) is a sole proprietary concern, the Borrower/Co-Borrower(s) shall provide the Bank such information and/or documents as may be required by the Bank.
- iv. Shall notify the Bank of any change in its residential address and other address within 10 days of such change.
- v. Shall duly and punctually comply with all the terms and conditions of holding the hypothecated Assets and all the rules, regulations and other laws relating but not limited to Motor Vehicles laws or of any other Competent Authority and pay such maintenance and other charges for the up keep of the hypothecated Assets as also any other dues etc., as may be payable in respect of the hypothecated Assets and/or of the use thereof.
- vi. Shall promptly inform the Bank of any loss or damage to the Hypothecated Assets due to any act of God or damage or other risks against which the Hypothecated Assets may not have been insured.
- vii. Shall complete purchase of the Vehicle/equipment as indicated by him in the Loan Application Form and obtain and produce to the Bank purchase documents, as the case may be.
- viii. Shall pay all road taxes, octroi and other local taxes/charges in accordance with the laws and regulations.
- ix. Shall allow any person authorized by the Bank to have free access to the Hypothecated Assets for the purpose of inspection.
- x. Shall intimate the Bank/Co-Borrower(s) promptly of any dispute which might arise between the Borrower/Co-Borrower(s) and any person or any governmental body or authority thereby affecting the ability of the Borrower/Co-Borrower(s) to repay the Loan in the manner stipulated hereunder.
- xi. Shall on the Bank's request do, perform and execute such acts, deeds, matters and things as the Bank may consider necessary either to perfect the security provided for and to carry out the intent of this Agreement.
- xii. Shall confirm that the true copies of the document submitted for the purpose of the Loan are genuine. The Bank may at any time, call for or require verification of originals of any/all such copies. Any such copy in possession of the Bank shall be deemed to have been given only by the Borrower.
- xiii. Confirms that there is no action, suit, proceedings or investigation pending or to the knowledge of the Borrower/Co-Borrower(s), is threatened, by or against the Borrower/Co-Borrower(s) before any court of Law or Government authority or any other competent authority which might have a material adverse effect on the financial and other affairs of the Borrower/Co-Borrower(s) or which might put into question the validity or performance of this Agreement or any of its terms and conditions.
- xiv. Shall take consent from the Bank if the Hypothecated Assets is/are proposed to be removed/taken outside the territorial borders of the state in which the Assets is registered or removed/taken out of the address/location as specified on a permanent basis or for a continuous period of more than 60 days.

xv. If the Borrower/Co-Borrower(s) is a person other than an individual, it shall promptly inform the Bank of change in location of its office/registered office, name, main business activity of the Borrower.

xvi. Shall bear all costs of making good any deficit in stamp duty on the documents executed by the Borrower/Co-Borrower(s) in relation to the Loan and/or security created by the Borrower in favour of the Bank.

xvii. The Borrower undertakes to get the registration certificates of Vehicle/equipment endorsed with the name of Bank and to further express the fact that the Vehicle/equipment stands hypothecated to the Bank.

xviii. The Borrower/Co-Borrower(s) agrees that any security provided by the Borrower/Co-Borrower(s) to the Bank under any other credit facility shall be available to the Bank under this Agreement upon the occurrence of an event of default under this Agreement and vice versa.

#### B. COVENANTS BY THE BANK:

The bank shall be entitled at its discretion to engage/ avail of, at the risk and cost of the borrower/co-borrower(s), services of any person/business correspondent(s)/ third party service provider/agent/agency, for anything required to be done for/ in relation to/ pursuant to the loan, including collections, recovery of dues, enforcement of security, getting or verifying any information of the borrower/co-borrower(s)/ assets and any necessary or incidental lawful acts/ deeds/ matters and things connected thereto, as the bank may deem fit. The bank shall be responsible for the acts of omission and commission of business correspondent if engaged by the bank

#### C. REPRESENTATION AND WARRANTIES FOR THE VEHICLE:

a) The Borrower/Co-Borrower(s) shall also be solely and exclusively responsible for getting/insuring/delivery of the Vehicle/equipment from Seller/Dealer/DSA, as the case may be, and the Bank shall not be liable or responsible for delay in delivery and non-delivery of the Vehicle/equipment or any demurrage cost or any defect or variation in the quality, condition, fitness and performances of the Vehicle/equipment or any guarantee or warranty given by the Seller/Dealer/DSA, in respect thereof. The Bank shall not be liable for or bound by any representation or warranties whatsoever made by Seller/Dealer/DSA in respect of the Vehicle/equipment or any agent of such Seller/Dealer/DSA.

b) Where full details of the Vehicle/equipment (such as engine number/chassis number/serial number, registration number, etc., as required to be specified in the Application Form) is/are not available at the time of submitting the Application Form, the Borrower/Co-Borrower(s) shall furnish all such details of the Vehicle/equipment to the Bank, in such format as specified by the Bank, within 3 days of the delivery of Vehicle/equipment or receipt of such details (such as registration number of the vehicle) from appropriate authority.

c) In the event of any security being created in favour of the Bank, the Borrower/Co-Borrower(s) shall, if required by the Bank affix plates/sticker on the Vehicle/equipment indicating the fact of charge of the Vehicle/equipment in favour of the Bank, while such plates/stickers shall be constantly affixed on the Vehicle/equipment so long as any portion of the Borrower's/Co-Borrower(s)' dues remain outstanding from the Borrower to the Bank and the charge has been released by the Bank, over the said vehicle.

#### D. NEGATIVE COVENANTS:

The Borrower/Co-Borrower(s) further covenants with the Bank that until such times the amounts due have been fully paid to the Bank (unless the Bank shall otherwise previously approve in writing), the Borrower/Co-Borrower(s) shall not:

a) Use the Loan for any speculative purpose or a purpose other than that stated with Loan Application.

b) Sell, transfer, assign, mortgage, pledge, charge, and encumber the Hypothecated Assets in any manner in favour of any person, corporation, partnership or association, other than in favour of the Bank, without the express consent in writing of the Bank.

c) During the continuance of this Agreement create any mortgage, charge, lien or encumbrance affecting the Hypothecated Assets or any part thereof nor shall do anything which would prejudice the security nor shall they part with them.

d) Make and/or allow to be made any material alterations and/or additions in the Hypothecated Assets.

e) Enter into any Agreement or Arrangement with any person, institution or local or Government body for the use, occupation or disposal of the Hypothecated Assets or any part thereof.

f) Stand surety for anybody or guarantee the repayment of any loan or overdraft or the purchase price of any asset.

g) Execute any document, such as Power of Attorney, or any other similar or other deed, in favour of any person to deal with the Hypothecated Assets in any manner.

h) If the Borrower/Co-Borrower(s) leaves India for employment or business or for long term stay abroad without fully repaying the Loan together with interest and other dues and charges including prepayment charges as contained herein or if the Borrower becomes a Non-Resident Indian, the Borrower agrees to repay the Loan in accordance with the rules, regulations, guidelines, norms of the Reserve Bank of India.

#### E. FURTHER COVENANTS:

a) The Borrower/Co-Borrower(s) hereby confirms that the asset/machinery/vehicle has been booked with the dealer/will be purchased from the seller and requests that the proceeds of the Loan along with the margin money to be directly disbursed to the said dealer/seller by way of demand draft or any other such mode and the same will be construed as the Loan being disbursed to the Borrower.

b) The Borrower/Co-Borrower(s) further confirms that the Bank will have no responsibility or obligation whatsoever with respect to and the Borrower/Co-Borrower(s) shall be responsible to repay the Loan in full in accordance with the terms regardless of, any delay or non-delivery of the asset/machinery/vehicle and defect, damage or other problems with the quality of such asset/machinery/vehicle or any matter whatsoever arising out of or relating to such asset/machinery/vehicle or the use or application of the proceeds of the Loan. Further, in case of any cancellation of the purchase of the above asset/machinery/vehicle, the Borrower/Co-Borrower(s) further authorizes and instructs the dealer/seller to refund the booking money to the Bank.

c) The Borrower/Co-Borrower(s) undertakes to inform the Bank as soon as he/she/they take delivery of the asset/machinery/vehicle.

d) The Borrower/Co-Borrower(s) confirms that the bank shall disburse the loan amount, net of all charges and fees to the account of the dealer/seller or the account of the Borrower as specified in the loan application.

e) The Borrower/Co-Borrower(s) agrees that the Borrower/Co-Borrower(s) will not compound or release the Hypothecated Assets nor do anything whereby the recovery of the same may be impeded, delayed or prevented without the consent of the Bank and further agrees to keep proper books of account of its business(es) and will at all times as and when required produce such books of account and all vouchers, papers and documents relating thereto for the inspection of the Bank and any of its officers or agents and allow free access to them without any demur.

f) The Borrower/Co-Borrower(s) shall carefully keep and preserve all the documents, papers and vouchers in connection with or relating to or which are likely to prove the Hypothecated Assets or any part thereof and will at any time when required to do so, produce such documents, papers and vouchers for the inspection of the Bank and take such steps for the recovery thereof as the Bank may direct, failing which the Bank is hereby empowered without any consent of the Borrower/Co-Borrower(s) to take all or any such steps by itself in this regard.

g) The Borrower/Co-Borrower(s) shall allow the Bank or its authorized agent to take inspection of Hypothecated assets, of all records in the name of and on behalf of and at the cost and expenses of the Borrower/Co-Borrower(s) and will produce such evidence as the Bank may require as to the cost and value of any such Hypothecated Assets and it shall be lawful for the Bank at any time and from time to time during the continuance of this security to appoint and employ at the expense of the Borrower/Co-Borrower(s) in all respects and either temporary or for such periods as the Bank shall think fit a person or persons or firm or Bank to inspect and value on behalf of the Bank the Hypothecated Assets and the Borrower/Co-Borrower(s) shall pay to the Bank on demand the fees or other remuneration payable to any such person firm or Bank and the cost, charges and expenses of and incidental to such valuation (the bank's statement therefore being conclusive in that behalf) and in default, the Bank shall be at liberty to debit the amount thereof to the respective Account of the Borrower/Co-Borrower(s). Any such valuation shall be conclusive against the Borrower/Co-Borrower(s).

h) If so, required by the Bank, the Borrower/Co-Borrower(s) shall cause to be displayed on the Hypothecated Assets, sign boards prominently indicating that the Hypothecated Assets are hypothecated to the Bank. The sign boards to be displayed in such manner and form as may be required by the Bank.

- i) The Borrower/Co-Borrower(s) hereby declares that the Hypothecated Assets and all documents relating to the Hypothecated Assets shall be held in trust by them for the Bank.
- j) The Borrower/Co-Borrower(s) shall ensure that no charge or encumbrance is created on Hypothecated Assets or any of them and that nothing is done that may adversely affect the security created hereby on the Hypothecated Assets in favour of the Bank.
- k) Notwithstanding anything herein contained, the Bank shall have a lien over all the assets of the Borrower in Bank's control and a right of set off against any monies due from the Borrower to the Bank and to combine all accounts of the Borrower/Co-Borrower(s) for recovery of Bank's dues.
- l) The Borrower/Co-Borrower(s) undertakes to comply with all the rules, laws and regulations relating to the possession, operation and use of the Vehicle/equipment as may be applicable from time to time and assumes all risks and liabilities arising from or pertaining to the possession, operation or use of the Vehicle. The Borrower/Co-Borrower(s) doth hereby agrees to indemnify and keep indemnified and hold safe and harmless the Bank from and covenants and undertakes to defend the Bank against any and all claims, costs, expenses, damages and liabilities whether civil or criminal, of any nature whatsoever, arising from or pertaining to the use, possession, operation or transportation of the Vehicle/equipment or against the loss of the Vehicle/equipment by seizure by any person other than the Bank for any reason whatsoever or resulting from any form of legal process initiated by any person other than the Bank as also against any damage or loss (whether monetary or otherwise) caused to the Bank due to the destruction of or any damage to the vehicle.
- m) The Borrower/Co-Borrower(s) does hereby further covenant with the Bank that the Vehicle/equipment shall not be used either by himself or by his servants or agents for any form of smuggling, transport of goods, articles, persons etc. or be employed for carrying hazardous waste, drugs or any other psychotropic and banned substances, etc. in contravention of any of the provisions of the Acts of Central and State Legislatures relating to Forest, Excise, Sales Tax, Customs, Prohibition, Opium, Railway property unlawful possession, Gold Control etc. and the Vehicle/equipment shall not be adapted, altered or fitted for the purpose of concealing such goods, articles or persons. The Borrower/Co-Borrower(s) shall not engage the Vehicle/equipment in any unlawful or illegal activity and the Borrower/Co-Borrower(s) shall be responsible for any damage or loss sustained by the Bank directly or indirectly, in respect of the vehicle, as result of such wrongful or unlawful use.
- n) In consideration of the said Loan, the Borrower/Co-Borrower(s) has agreed to sign/signed and executed various forms specified under Motor Vehicles Act and rules (hereinafter called the "RTO Form") to enable the Bank to utilize them for the purpose of sale and/or transfer of the Vehicle/equipment in the name of any purchaser/transferee/third party to the choice of the Bank and/or to transfer the Registration certificate from one State to another State. On an occurrence of event of default, the Borrower/Co-Borrower(s) hereby irrevocably authorizes the Bank to fill in, all the details in the RTO Form, with the name of purchaser/transferee/third party, of Bank's choice and use such RTO Form and apply before the concerned Registering Authority for transfer the Vehicle/equipment in the name of the transferee/third Party as if Borrower/Co-Borrower(s) had personally performed or executed the same.
- o) The Borrower/Co-Borrower(s) further authorizes the Bank to do, perform and execute all acts, deeds, matters and things relating to concerning these presents as fully and effectually as if Borrower/Co-Borrower(s) had personally performed or executed the same. The Borrower/Co-Borrower(s) agrees to ratify and confirm all and whatsoever the Bank shall do cause to be done in or about the premises by virtue of these presents. The Borrower/Co-Borrower(s) further agrees that the aforesaid powers have been granted for valuable consideration and as such shall be irrevocable in nature till such time as any amounts remain due owing or payable under or in respect of or in pursuance of the said Loan and/or these presents.
- 16. RENT, TAXES AND OUTGOINGS:**
- The Borrower/Co-Borrower(s) shall punctually pay all rents, taxes, outgoing and other charges in respect of the premises in which the Hypothecated Assets are parked or kept.
- 17. INSURANCE**
- a) The Borrower/Co-Borrower(s) shall insure and keep the Vehicle/equipment insured at its/his own cost in the joint names of the Borrower/Co-Borrower(s) and the Bank and the name of Bank shall be shown as the Loss Payee. The Borrower/Co-Borrower(s) shall insure the

Vehicle/equipment covering comprehensive risk including strikes, riots, civil commotions, additional risks like floods and such wider liability to which the Vehicle/equipment is/are normally exposed and unlimited third party liability risks during the operation of this Agreement and handover the insurance policy/policies and receipts for payment of premium to the Bank, failing which, the Bank may (but shall not be bound to) get the Vehicle/equipment insured and the Borrower/Co-Borrower(s) shall forthwith reimburse the premium charges thereof to the Bank on demand and till such time the Borrower/Co-Borrower(s) shall be liable to pay interest thereon at the rate of interest as applicable to the Loan and the said amount will be charged on the hypothecated Vehicle/equipment till repayment. The first claim of any insurance proceedings shall be that of the Bank. The Borrower/Co-Borrower(s) irrevocably authorizes the Bank to act at the risk and cost of the Borrower/Co-Borrower(s) and on behalf of the Borrower/Co-Borrower(s). The Bank shall be entitled to take all necessary steps, actions and proceedings and compromise any claim as the Bank deems fit to safeguard its interest and receive the claim proceeds of the insurance policy/policies. The Borrower/Co-Borrower(s) shall not be entitled to raise any claim against the Bank in case the Bank chooses not to take any action. The Borrower/Co-Borrower(s) shall comply with all directions of the Bank with respect to the insurance policy/policies, its renewal and proceed as may be stipulated by the Bank, from time to time.

b) In case of total loss to the vehicle(s) if the amount settled by the insurance Bank is less than the amount due and payable by the Borrower/Co-Borrower(s) under the Agreement, the Borrower/Co-Borrower(s) hereby undertakes to immediately pay to the Bank the balance outstanding amount.

c) The Borrower/Co-Borrower(s) shall not use the vehicle(s) for any purpose not permitted by the terms and conditions of the insurance policy/policies and shall not do or permit to be done any act or thing which might render the insurance invalid.

d) The Borrower/Co-Borrower(s) shall inform the Bank in writing, of any damage to or theft of the vehicle(s), lodging of any claim with the insurance company in respect of the vehicle, within 24 hours of such damage or lodgment of claim. The Borrower/Co-Borrower(s) at his/her/its cost and without undue delay carry out repairs to the Vehicle/equipment occasioned by any accident and shall produce bills, receipts and any other document required for the settlement of the insurance claim by the insurance company.

e) The Borrower/Co-Borrower(s) irrevocably authorizes the Bank to act at the Borrower/Co-Borrower(s) risk and cost and on the Borrower/Co-Borrower(s) behalf and take all necessary steps, actions and proceedings and settle any claims as the Bank may deem fit to safeguard its interest and receive the claim proceeds of the insurance policy/policies. The Borrower/Co-Borrower(s) agrees that it will be bound by any settlements the Bank may make with the insurance company regarding any claim and that the Bank will in no way be answerable to the Borrower/Co-Borrower(s) in respect of the said settlements.

## 18. EVENTS OF DEFAULT

If the Borrower fails to carry out and perform any of the obligations under this Agreement or commit breach of any of the terms hereof or Transaction Documents or if any of the representations, warranties, assurances, statements and particulars contained in this Agreement or Transaction Documents being found in the Bank's opinion (which shall be conclusive and binding on the Borrower) to be incorrect or if after execution hereof, any circumstance shall occur which in the sole judgment of the Bank is prejudicial to or imperils or is likely to prejudice or imperil the Loan and the securities created thereunder, then the Bank shall, if it thinks fit, be entitled at the risk and expense of the Borrower after giving notice at any time recall the said Loan and/or to enforce the security that may be/is required to be created thereunder. On the question whether any of the events, matters or circumstances mentioned above have or has occurred, the opinion of the Bank shall be final, conclusive and binding on the Borrower, both in and out of court/ judicial/ quasi-judicial authority.

a) Events of Default: Each of the following events is an "Event of Default":

- i. If the Borrower/Co-Borrower(s) fails to pay any sum owing to the Bank as and when the same shall become due and payable under this Loan Agreement;
- ii. If any instrument for payment of margin money/monies is /are dishonored, where applicable;

- iii. If the Borrower/Co-Borrower(s) violates any provision of this Loan Agreement;
  - iv. If any representation, warranty or statement on the part of the Borrower/Co-Borrower(s) or any credit information is or is found to be incorrect or misleading (whether by reason of omission to state a material fact or otherwise);
  - v. If the Borrower/Co-Borrower(s) has voluntarily or compulsorily become the subject of any proceedings under any bankruptcy or insolvency laws;
  - vi. The death, lunacy or other disability of the Borrower/Co-Borrower(s);
  - vii. In case of retirement/resignation of service from the present employment by the Borrower (or any one of the Co-Borrower(s) (if any)) or cessation/stoppage of business/profession as specified in this Agreement;
  - viii. If the Bank receives any notice of insolvency against the Borrower (or any one of the Co-Borrower(s));
  - ix. If Borrower/Co-Borrower(s) fails to furnish the papers or documents required by the Bank or fails to furnish the information called for by the Bank from time to time;
  - x. If there is reasonable apprehension that the Borrower is unable to pay its debts or has admitted its inability to pay its debts, as they become payable;
  - xi. If the Borrower suffers any adverse material change in her/his financial position;
  - xii. the threat or apprehension of or the occurrence of any damage to or loss, theft, misappropriation or destruction of any of the Security or of any assets of the Borrower if so, provided by Borrower;
  - xiii. if the Borrower shall without the consent in writing of the Bank attempt or purport to create any mortgage, charge, pledge, hypothecation or lien or encumbrance ranking in priority to or pari-passu with or to create any mortgage, charge, or lien or encumbrance subsequent to, the security given or to be given to the Bank for the said Loan;
  - xiv. If the Borrower (or any one of the Co-Borrower) is convicted under any criminal law in force;
  - xv. If any of the representations, undertakings and/or declarations made in this Loan Agreement and/or loan application are found to be false or incorrect or not complied with;
  - xvi. Non creation of security by the Borrower/Co-Borrower(s) in favor of the Bank within the manner / time stipulated/specified in the Schedule;
  - xvii. Default under any other agreement, arrangement or facility with the Bank or any associate/affiliates of the Bank is made by the Borrower/Co-Borrower(s);
  - xviii. If any litigation or arbitration, conciliation, legal, quasi-legal, revenue or other proceedings are initiated against or Orders or Decrees are passed against or notices are received by the Borrower/Co-Borrower(s);
  - xix. Any default by the Borrower/Co-Borrower(s) under any other agreement or arrangement or guarantee or security or other indebtedness of the Borrower/Co-Borrower(s) with the Bank or its subsidiaries/affiliates shall constitute an event of default under this Agreement and vice-versa
  - xx. There exists any other circumstance, which in the sole opinion of the Bank, is prejudicial to the interests of the Bank or
- On the question whether any of the acts, matters, events or circumstances mentioned hereinabove have occurred the opinion of the Bank shall be final and conclusive and be binding on the Borrower.

#### **19. CONSEQUENCE OF AN EVENT OF DEFAULT**

- a) On and at any time after the occurrence of an Event of Default, Bank may, by notice to the Borrower/Co-Borrower(s):
  - (i) cancel/recall the Loan whereupon the outstanding Loan along with interest, additional interest, delayed interest, costs, charges and expenses shall become immediately repayable/payable by the Borrower/Co-Borrower(s) and/or
  - (ii) exercise any or all of its rights, remedies and powers under this Agreement; and/or
  - (iii) enforce, sell, invoke, deliver, deal with, take possession, convey, transfer, assign, lease, encumber and/ or dispose of in any manner, any or all of the /security, guarantee(s).
- b) If any Event of Default or any event which, after the notice or lapse of time or both would constitute an Event of Default shall have happened, the Borrower/Co-Borrower(s) shall forthwith give the Bank notice thereof in writing specifying such Event of Default or such event. The Borrower/Co-Borrower(s) shall also promptly inform the Bank if and when any statutory notice of winding-up under the provisions of the Companies

Act, 2013 or any other law or of any suit or legal process intended to be filed / initiated against the Borrower/Co-Borrower(s), is received by the Borrower/Co-Borrower(s). The Bank may exercise the Bank's lien or right of set-off with respect to any obligation of the Borrower/Co-Borrower(s) to the Bank in the same manner as if the obligation were unsecured and shall have a lien on all property or securities of the Borrower/Co-Borrower(s) in Lender's possession or custody whether for safe-keeping or otherwise. Without prejudice to what is stated hereinabove, the Borrower/Co-Borrower(s) hereby expressly agree and confirm that in the event of the Borrower/Co-Borrower(s) failing to pay the outstanding amount of the Loan, in addition to any General or Specific Lien to which the Bank may be entitled by law, the Bank, without prejudice to any of its specific rights under this Agreement shall be at liberty to apply any other money or amounts standing to the credit of the Borrower/Co-Borrower(s) in any account (including fixed deposit account) with the Bank in or towards repayment of the outstanding amount of the Loan, without notice to the Borrower/Co-Borrower(s), on happening of any Event of Default or if upon demand by the Bank, the Loan is not repaid within the prescribed time. In case of any deficit, the deficit amount may be recovered by the Bank from the Borrower/Co-Borrower(s).

#### **20. RIGHTS AND REMEDIES OF THE BANK:**

- a) Without prejudice to the Bank's other rights, if the Borrower/Co-Borrower(s) fail to pay any amount payable by the Borrower/Co-Borrower(s) to the Bank under this Agreement within 7days of demand or of such amount becoming due and payable or if any Event of Default occurs or on account of the Borrower/Co-Borrower(s) failure to perform its/his/their obligation under this Agreement, this Agreement shall ipso facto stands terminated/determined and the Bank shall be entitled to forthwith take physical possession of the Vehicle/equipment and/or other security, either by itself or through its agents and sell or otherwise deal with the Vehicle/equipment and/or other security to enforce the Bank's security and recover the Borrower/Co-Borrower(s) outstanding dues. The Borrower/Co-Borrower(s) understands, agrees and undertakes that the Vehicle/equipment is/are hypothecated to the Bank and upon termination/determination of the Agreement, the Borrower/Co-Borrower(s) is/are liable to restore the possession of the Vehicle/equipment to the Bank immediately or any obstruction caused by the Borrower/Co-Borrower(s) in the Bank exercising its rights hereunder, shall be deemed to be unlawful detention of the Vehicle/equipment and dishonest misappropriation within the meaning of Section 403 of the Indian Penal Code. Without prejudice to its other rights, the Bank shall be entitled to forthwith take physical possession of the Vehicle/equipment to enforce its security. For this purpose, the Bank's authorized representatives or its employees and agents will have unrestricted right of entry in any premises of the Borrower/Co-Borrower(s) or any place where the Vehicle/equipment is stationed/parked, to take the physical possession of the Vehicle/equipment and the Borrower/Co-Borrower(s) shall not prevent or obstruct them from taking the physical possession of the vehicle.
- b) In order to enforce its security as aforesaid, it shall be lawful for the Bank or its authorized representatives or its employees or its agents to forthwith or at any time without notice to the Borrower/Co-Borrower(s), to enter upon any premises or garage or godown where the Vehicle/equipment may be or is believed to be and take possession of the same without being liable to any court or other proceedings by the Borrower/Co-Borrower(s) or any person claiming under him or otherwise. The Bank will be well within its rights to use tow-cranes to carry away the vehicle. The Borrower/Co-Borrower(s) shall be liable to pay any towing charges or other such expenses incurred by the Bank for effecting the possession of the Vehicle/equipment and for its safe keeping, parking charges etc.
- c) The Borrower/Co-Borrower(s) agree/s and undertake/s not to prevent or obstruct the Bank from taking possession of the vehicle(s). The Bank will be entitled to sell, give on hire or otherwise deal with the Vehicle/equipment by public or private auction or private treaty, without being liable for any loss and to apply the net proceeds thereof firstly towards satisfaction of all costs incurred in respect of such hire, sale or dealing, secondly towards liquidation of the balance of the interest and other sums payable by the Borrower/Co-Borrower(s) to the Bank and thirdly towards the principal amount of the Loan outstanding. The Bank shall have the power and right to transfer/sell the Vehicle/equipment without any further notice or recourse to the Borrower/Co-Borrower(s). The Borrower/Co-Borrower(s) hereby agree/s and undertakes not to raise any objection and/or dispute as to the value at which the

Vehicle/equipment is transferred/sold by the Bank and the decision made by the Bank shall be final and binding on the Borrower/Co-Borrower(s). The Bank shall not be liable for any loss arising out of/due to the sale /transfer of vehicle.

d) In the event of short fall/deficiency between the sale proceeds and the said amounts due/payable to the Bank, the Borrower/Co-Borrower(s) shall be liable to pay the shortfall. In no event will any sum already paid under the provisions of this Agreement be refundable by the Bank to the Borrower/Co-Borrower(s). Nothing contained in this clause shall oblige the Bank to sell the Vehicle/equipment and the Bank shall be entitled to proceed against the Borrower/Co-Borrower(s) independently of such security. The Bank shall be entitled to adjust any other amount of the Borrower/Co-Borrower(s) with the Bank, towards payment of such deficiency. Nothing contained in this clause shall oblige the Bank to sell, hire or deal with the Vehicle/equipment and the Bank shall be entitled to proceed against the Borrower/Co-Borrower(s) independently of such sale, hire or dealing as conclusive. The Bank shall be entitled to recover from the Borrower/Co-Borrower(s) all expenses (including legal costs on full indemnity basis) incurred by the Bank in ascertaining the whereabouts of the vehicle, taking possession, insuring, transporting and selling the Vehicle/equipment and of any legal proceedings that may be filed by the Bank to enforce the provisions of this Agreement. It is expressly clarified that the rights and remedies referred to herein above shall be in addition to each other and also without prejudice to any other right or remedy available to the Bank either under this Agreement or under any other agreement or in law.

e) That upon the occurrence of any Event of Default, the Borrower/Co-Borrower(s) shall be bound to return the Vehicle/equipment to the Bank at such location, as the Bank may designate in the same condition in which it was originally delivered to the Borrower/Co-Borrower(s) (ordinary wear and tear excepted).

f) The Bank shall be entitled to take possession of the vehicle, irrespective of whether the Loan has been recalled, whenever in the opinion of the Bank there is an apprehension of any money being paid or the Bank's security being jeopardized.

g) The Bank, its employees and/or agents and/or authorized representative etc., shall not be in any way responsible for any loss, damage, limitation or depreciation that the hypothecated Vehicle/equipment may suffer or sustain on any account whatsoever, whilst the same is in the possession of the Bank, its employees, agents or authorized representatives. Neither the Bank nor its employees, agents or authorized representatives shall be in anyway responsible and liable and the Borrower/Co-Borrower(s) hereby agree not to make the Bank, its employees, agents or authorized representative liable for any loss, damage, limitation or otherwise of any belongings and articles that may be kept or lying in the hypothecated Vehicle/equipment at the time of taking charge and/or possession of the hypothecated vehicle.

h) The Bank shall be entitled to sell, assign, securitize or transfer, the Bank's rights and obligations hereunder to any person(s), Bank/partnership/agency of the Bank's choice in whole or in part and in such manner and on such terms as the Bank deems fit at its sole and absolute discretion. Any such sale, assignment, securitization or transfer shall conclusively bind the Borrower/Co-Borrower(s).

i) The Bank may, at the risk and cost of the Borrower/Co-Borrower(s), engage one or more person(s) to collect the Borrower/Co-Borrower(s) outstanding and/or to enforce any security and may furnish to such person(s) such information, facts and figures as the Bank thinks fit and may delegate to such person(s), the right and authority to perform and execute all acts, deeds matters and things connected therewith or incidental thereto as the Bank thinks fit.

j) Notwithstanding anything contained in the present Agreement, the Bank may at any time, at its sole discretion and without assigning any reason, decide to amend/modify/revise the terms and conditions of this Agreement by giving prior notice to the Borrower/Co-Borrower(s) and such modified/amended/ revised terms and conditions of this Agreement shall be binding on the Borrower/Co-Borrower(s).

k) Borrower/Co-Borrower(s) hereby agrees and appoints the Bank and its officers, employees and agents and authorized representatives to be its duly constituted attorneys for all or any of the following purposes, upon the occurrence of an event of default, namely:

i. To demand and receive all debts, sums of money, dividends, interest and other dues of whatever nature.

ii. To appear before the office of Regional Transport Officer, Sales Tax Officer, Police Authorities or any other authorities through advocates or any authorized person deemed necessary by the Bank to effect endorsement of hypothecation in registration certificate and transfer of the Assets.

iii. To take all such steps as may be required for the recovery of any of the Hypothecated Assets, including the institution of any claim, suit, petition or other legal process and the signing and execution of all necessary vakalatnamas and documents for the said purpose and the compromising or settlement of such suit or action.

iv. To sign all papers, correspondence, vouchers, forms, applications, petitions, receipts, documents, deeds, agreements indentures and writings that the Borrower/Co-Borrower/Co-Borrower(s) would be bound to do under or in pursuance of these presents and /or the Loan for and behalf of the Borrower/Co-Borrower(s) and to attend before the Regional Transport Officer, Sales Tax Officer, Police Authorities, Sub-Registrar of Assurances or any other relevant authority and admit execution thereof.

v. Generally, to do, perform and execute or cause to be done, performed and executed all acts, deeds, matters, things and documents in all matters arising under or out of or concerning or touching these presents as the Borrower/Co-Borrower(s) could himself do, perform or execute.

vi. And for the better and more effectually doing, effecting and performing the several matters and things as aforesaid to appoint from time to time or generally such other persons, bodies, companies, organizations or agencies as the Bank may think fit as its substitute or substitutes to do execute and their place.

l) The Borrower/Co-Borrower(s) agrees to ratify and confirm all that the Bank or any substitute or substitutes appointed by the Bank may lawfully do or cause to be done in exercise of the aforesaid powers.

m) The Borrower/Co-Borrower(s) further agrees to give all assistance to the Bank and its officers and authorized representatives for the purpose of exercising any of the powers here in set out, including endorsing of documents, signing of papers and doing all such things as may be necessary to enable the Bank and its officers to exercise all the powers hereby conferred.

n) The Borrower/Co-Borrower(s) further agrees that the aforesaid powers have been granted for valuable consideration and as such shall be irrevocable in nature till such time as any amounts remain due owing or payable under or in respect of or in pursuance of the said Loan and/or these presents.

## 21. NOTICE

If any Event of Default or any event, which, after a lapse of time, is capable of becoming an Event of Default takes place, the Bank may give notice of up to 7 days to the Borrower/Co-Borrower(s) in writing specifying the nature of such Event of Default or of such event. If the Event of Default is capable of being cured or remedied, the Borrower/Co-Borrower(s) shall cure or remedy the default or such event before the expiry of the notice period to the satisfaction of the Bank failing which, on the expiry of the period of notice the Loan Balances, together with penal interest, the prepayment charges, if applicable and all other sums due and/or to become due hereunder for the full term of this Loan Agreement, shall immediately stand payable/repayable by the Borrower/Co-Borrower(s) to the Bank. Notwithstanding the recall or any cancellation or termination of the Loan/the Loan Balance, all the provisions of this Loan Agreement shall continue in full force and effect as herein specifically provided till such time as the Loan Balance is repaid to the Bank in full.

## 22. DISCLOSURE

a. The Borrower/Co-Borrower(s) hereby agrees as a pre-condition of the Loan given to the Borrower/Co-Borrower(s) by the Bank that, in case the Borrower/Co-Borrower(s) commits default in the repayment of the Loan or in the repayment of interest thereon or any of the agreed installment of the Loan on due date(s), the Bank and/or the Reserve Bank of India will have an unqualified right to disclose or publish the Borrower's/Co-Borrower(s)' name as defaulter in such manner and through such medium as the Bank or Reserve Bank of India in their absolute discretion may think fit. Accordingly, the Bank shall have the right to furnish and publish the name of the Borrower/Co-Borrower(s) as defaulter to the Reserve Bank of India or other regulatory authority. Notwithstanding the above the Borrower/Co-Borrower(s) understand that as a pre-condition relating to grant of the Loan to the Borrower/ Co-Borrower(s) the Bank requires the Borrower's/Co-Borrower(s) consent for the disclosure by the

Bank of information and data relating to the Borrower/Co-Borrower(s), of the credit facility availed of/to be availed by the Borrower/Co-Borrower(s), obligations assured/to be assured by the Borrower/Co-Borrower(s) in relation thereto and default, if any, committed by the Borrower/Co-Borrower(s) in discharge thereof. Accordingly, the Borrower/Co-Borrower(s) hereby agrees and gives consent for the disclosure by the Bank of all or any such

- I. information and data relating to the Borrower /Co-Borrower(s);
  - II. the information or data relating to any credit facility availed of/to be availed by the Borrower /Co-Borrower(s) and
  - III. default, if any, committed by the Borrower/Co-Borrower(s) in discharge of such obligation as the Bank may deem appropriate and necessary to disclose and furnish to Credit Information Bureau (India) Limited and any other agency authorized in this behalf by Reserve Bank of India.
- b. The Borrower/Co-Borrower(s) further declares that the information and data furnished by the Borrower/Co-Borrower(s) to the Bank are true and correct.
- c. The Borrower/Co-Borrower(s) also understands and agrees that: i) the Credit Information Bureau (India) Limited and any other agency so authorized may use, process the said information and data disclosed by the Bank in the manner as deemed fit by them and ii) the Credit Information Bureau (India) Limited and any other agency so authorized, 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 Reserve Bank of India in this behalf.
- d. 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/Co-Borrower(s) as the Bank may deem appropriate.
- e. The Borrower/Co-Borrower(s) confirm/s that the Bank may, for the purposes of credit reference checks, verification, etc., disclose any information/documents relating to the Borrower/Co-Borrower(s) under this Agreement to any third party.
- f. The Borrower/Co-Borrower(s) further authorizes the Bank to disclose such information/documents to Reserve Bank of India, Income Tax Authorities, Credit Bureau, third parties, Credit Rating Agencies, Databanks, Corporates, other banks, financial institutions or any other Government or Regulatory Authorities, statutory authorities, quasi-judicial authorities.

### 23. REVIVAL OF CONTRACT

In the event of the Bank repossessing the vehicle, the Borrower/Co-Borrower(s) may request the Bank to revive the contract and apply for redelivery of the Vehicle/ equipment on an as is where condition and such request may be entertained by the Bank at its discretion and upon such terms and conditions as it may think fit and proper in the circumstances and only after collecting the installments due and delayed payment charges, incidental charges including repossession charge, travel, legal and other expenses etc. Revival of contract is not mandatory and any decision taken by the Bank not to revive the contract shall be final and binding on the Borrower(s).

### 24. ASSIGNMENT OF CONTRACT

- (a) The Borrower/Co-Borrower(s) shall not be entitled to transfer or assign any of its rights or obligations under this Loan Agreement to any person directly or indirectly without the prior written consent of the Bank.
- (b) The Bank shall be entitled to grant/transfer/assign any or all of its rights, benefits, obligations, duties and liabilities under this Loan Agreement including the right to receive the Installments and Loan Balance by way of sale, assignment, transfer, securitization, charge or as a security or otherwise to any person or entity and in such an event the Borrower/Co-Borrower(s) shall perform its obligations under this Loan Agreement to such assignee, transferee, grantee or other concerned person.
- (c) The Borrower/Co-Borrower(s) expressly recognizes and accept that the Bank shall be absolutely entitled and have full power and authority to sell, assign or transfer in any manner in whole or in part, all its rights and interest in or under this Loan Agreement and any Security (if any) 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/Co-Borrower(s) on behalf of the purchaser, assignee or transferee, to any third party of the Bank's choice, without reference to or without written intimation to the Borrower/Co-Borrower(s).

### 25. SECURITIZATION

- a) The Bank reserves the right to assign/sell/securitize the Loan with or without security. If any, in any manner by transferring and/or assigning or otherwise all its right, title and interest which the Bank deems appropriate and the Borrower/Co-Borrower(s) hereby expressly agrees that in that event, Bank is not required to obtain any permission or put the Borrower/Co-Borrower(s) to any notice.
- b) The Borrower/Co-Borrower(s) shall be bound to accept any such securitization and any such sale, assignment or transfer and the Borrower/Co-Borrower(s) shall accept such other party as creditors exclusively or as a joint creditor with in the Bank or as creditor exclusively with the right of Bank to continue to exercise all powers hereunder on behalf of any such other party.
- c) Any cost in this behalf, whether on account of such sale, assignment or transfer or enforcement of rights and recovery of outstanding dues shall be to the account of the Borrower/Co-Borrower(s). The Borrower/Co-Borrower(s) undertakes to pay to third parties the difference between the Loan outstanding and the amount received by the Bank in the event of transfer of the portfolio to a third party.

### 26. FORCE MAJEURE

Notwithstanding anything to the contrary herein contained, the Borrower/Co-Borrower(s) hereby confirms that the Bank shall not be liable or responsible for failure or delay in the performance of its obligations hereunder, if it is prevented from discharging its obligations hereunder due to any cause arising out of or related to any act of God or act of state, disruption of services due to technological failure beyond Bank's control, any system failures, cyber-crimes including but not limited to hacking, tampering with computer source documents, disruption caused in systems and/or software's by virus, network failures, war, riots, civil commotion, terrorism, strikes, lockouts or any order of any governmental, semi-governmental or local authority or any similar cause.

### 27. MISCELLANEOUS PROVISIONS

- a) The application form submitted by the Borrower/Co-Borrower(s) for grant of the Loan is an integral part of this Loan Agreement and shall be considered to be part of the credit information.
- b) No delay in exercising or omission to exercise any right, power or remedy accruing to the Bank under this Loan Agreement shall impair any such right, power or remedy or shall be construed to be a waiver thereof or any acquiescence in such default, nor shall the action or inaction of the Bank in respect of such default or any acquiescence by it in any default, affect or impair any right, power or remedy of the Bank in respect of any other default.
- c) Any notice or request to be given or made in this Loan Agreement to a Party shall be in writing and shall be deemed to be given and made (i) if required to be given or made to the Bank, when delivered to its branch office mentioned in Loan Agreement (or such other address as is subsequently notified by the Bank by notice to any of the other Parties) and (ii) if required to be given or made to the Borrower/Co-Borrower(s), if delivered at such Party's address mentioned above (or such other address as subsequently notified by the concerned Party to the Bank in writing). Such notice or request may be made through ordinary post, registered post or courier and shall be deemed to have been delivered on the expiry of three days after the posting or delivery to the courier company, as the case may be.
- d) **Arbitration:** Any dispute or disagreement arising out of this Agreement shall be referred to a sole arbitrator appointed by the Bank. The arbitration proceedings will be governed by the Arbitration Conciliation Act, 1996. The arbitration proceedings shall be held in Thrissur and conducted in English. The Agreement will be enforceable and any arbitration award will be final, and judgment thereon may be entered in any court of competent jurisdiction.
- e) **Jurisdiction:** Any suit, revision, reference or other filing permitted or required to be made pursuant to the Arbitration and Conciliation Act, 1996 in respect of matters arising out of this Loan Agreement shall be instituted only in competent courts at Thrissur and parties specifically agree to exclude the jurisdiction of any other courts in India.
- f) **Severability:** If any provision of this Loan Agreement is held to be invalid, illegal or unenforceable under present or future laws, such provision shall be struck from the Loan Agreement, however such invalidity or enforceability shall not affect the remaining provisions or conditions of this Loan Agreement. The parties shall remain legally bound by the

remaining terms of this Loan Agreement and shall strive to reform the Loan Agreement in a manner consistent with the original intent of the parties.

g) **Amendment:** No amendment, change, variation, addition of any term or provision hereof shall be effective unless made in writing and signed by both parties hereto.

h) **Validity of the Agreement:** This agreement shall be valid and binding on the Borrower/Co-Borrower(s) until the loan balances payable under this agreement is fully paid.

This Loan Agreement shall be read in conjunction with the Schedule(s) appended and executed by the Borrower/Co-Borrower(s) and the Bank with this Loan Agreement. The Borrower/Co-Borrower(s) hereby agrees that he/it shall be bound by such additional terms and conditions as set out in the Schedule(s) as if the same have been made part of this Loan Agreement.

The contents of this Loan Agreement have been read out, explained and interpreted to the Borrower/Co-Borrower(s) in the language as desired by the Borrower/Co-Borrower(s) and the same is understood by the Borrower/Co-Borrower(s).

**IN WITNESS WHEREOF** the Parties hereto have set and subscribed their respective hands the day and year first herein above written.

Signed and delivered by  
Shri/Smt./Kum.....

OR

For and on behalf of M/s \_\_\_\_\_ as  
Proprietor/Proprietress

OR

Signed, Sealed and Delivered by

Sl No.	Name	Signature
1.		
2.		
3.		
4.		

For and on behalf of M/s \_\_\_\_\_ as partners  
thereof

OR

Signed, Sealed and Delivered by Shri \_\_\_\_\_

For and on behalf of M/s. \_\_\_\_\_

For self and as Karta of his Joint Family

OR

For and on behalf of M/s \_\_\_\_\_ as Authorised  
signatory/ies of the Society/Company

THE COMMON SEAL OF THE WITHIN NAMED ..... SOCIETY/Company

was hereunto affixed in pursuance of a resolution of the Committee of Management of the said Society/ Board of Directors of the Company dated..... and these presents have been signed in the presence of:

(1)

and

(2)

who have signed these presents in token thereof

**For ESAF Small Finance Bank Limited**

(Authorized Signatory)

## KEY FACT STATEMENT / FACT SHEET

Branch : \_\_\_\_\_

 Date : 

D	D	M	M	Y	Y	Y	Y
---	---	---	---	---	---	---	---

Branch Address : \_\_\_\_\_

Place : \_\_\_\_\_

Borrower			
Father's/ Spouse Name		KYC Type & No	
Residence Address			
Telephone Number		Email Address	
Occupation /Activity			

Co-Borrower 1			
Father's/ Spouse Name		KYC Type & No	
Residence Address			
Telephone Number		Email Address	

Co-Borrower 2			
Father's/ Spouse Name		KYC Type & No	
Residence Address			
Telephone Number		Email Address	

Guarantor			
Father's/ Spouse Name		KYC Type & No	
Residence Address			
Telephone Number		Email Address	

<b>LOAN</b> _____ (Name of the specific loan product)		
1.	Loan amount	
2.	Loan term	
3.	Interest type (fixed or floating)	
4.	(a) Interest chargeable (In case of Floating Rate Loans)	_____ % (Base Rate + _____)
	(b) Interest chargeable (In case of Fixed Rate Loans)	_____ %
5.	Date of reset of interest	
6.	Mode of communication of changes in interest rates	
7.	Fee payable	
	(a) On application (PI individually specify all type of fee)	
	(b) During the term of the loan (PI individually specify all type of fee)	
	(c) On foreclosure (PI individually specify all type of fee)	
	(d) Fee refundable if loan not sanctioned/disbursed	
	(e) Conversion charges for switching from floating to fixed interest and vice-versa	
	(f) Penalty for delayed payments	
8.	EMI payable	
9.	Details of security/collateral obtained	
10.	Date on which annual outstanding balance statement will be issued	

Signature of Borrower

Co-Borrower

Co-Borrower 2

Guarantor

Guarantor

Co-Borrower 2

Co-Borrower

Signature of Borrower

**INTENTIONALLY  
LEFT BLANK**

## LOAN SANCTION TERMS & SCHEDULE

 Agreement Date:          

Borrower Name			
Loan Purpose			
Scheme			
Vehicle / Loan Type			
Manufacturer			
Model / Variant			
Vehicle Registration No (For Used Vehicles)			
Year of Manufacturer (applicable of both New & Used vehicle)			
Chassis No (applicable for Used Vehicle loan)			
Invoice (Ex showroom Cost) OR Valuation Amount			
On Road Cost			
Dealer Name			
Loan Amount			
Difference Amount / Margin Money			
LTV (%)			
Loan Tenor (in Months)			
No of advance Instalments (in case of Adv Instalment Scheme)		EMI Amount	
Repayment Frequency	Monthly		
EMI Start Date	<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"/>	EMI End Date	<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"/>
ROI (Per Annum)	%		
Repayment to be made			
Security	Primary Asset		
Broken Period Interest (if any)			
Processing Fee			
Credit Life Insurance Premium			
Accident Protection Plan Premium			
Motor Insurance Premium (Funded / Non Funded)			
Documentation Charges			
Valuation Charges			
Other Charges (to specify)			
Net Disbursement Amount			
Loan to be disbursed in favor of			
Number of PDC / NACH / SI			

Guarantor

Co-Borrower 2

Co-Borrower

Signature of Borrower

Signature of Borrower

Co-Borrower

Co-Borrower 2

Guarantor

Service Request type / Items		Charges / Fees
NACH / Cheque return Charges		Rs.750/- per instance for Car Loan / Commercial Vehicle loans and Rs 500 /- per instance for all other loans
Processing Fee	Car Loans New & Use	New Car : 1 % + GST
		Used Car : 2 % + GST
	LCV Loan	LCV New : 1.5 % + GST
		LCV Used : 2 % + GST
	2 & 3 Wheeler Loan	3 % + GST
Documentation charges - All Vehicle Loans		Rs. 1250 /- + GST (RC Charges Extra)
Default Penal interest rate		2.50 % p.m
NOC to convert from private to commercial		Rs. 5000/-
NOC for Commercial to Personal Use		Rs. 2000/-
Cancellation of contract (other than foreclosure and prepayment interest) at specific request of the borrower and agreed by the lender (Car loans / CV Loans - Both New & Used)		Rs. 2000/- + Interest at customer IRR for no of days between the date of disbursement and the date of receipt of funds for cancellation of contract
Cancellation of contract (other than foreclosure and prepayment interest) at specific request of the borrower and agreed by the lender (Two & Three Wheeler Loans)		Rs. 1000/- + Interest at customer IRR for no of days between the date of disbursement and the date of receipt of funds for cancellation of contract
Loan Rebooking charge/ NOC for LPG , CNG conversion etc		Rs. 2000/-
NOC for interstate Transfers/ NOC for renewing permit/ NOC for double clutch fitting or modification of Asset		Rs. 1000/-
Issue of Duplicate copy of the Agreement		Rs. 500/-
Issue of Duplicate NOC/ NOC for Duplicate Registration Certificate / Any other NOC or certificate as per RTO		Rs. 1000/-
Statement of Account/ Repayment Schedule/Account Outstanding Break up Statement / Old record search charges / NOC for changing address in RC book/ Deed holding certificate closure letter charge		Rs. 750/-
Colelction Charge	EMI Amount Up to 6000	Rs. 350/-
	6001 to 12000	Rs. 600/-
	12001 to 20000	Rs. 750/-
	20001 above	Rs. 900/-
Collection charge for non PDC / NACH cases (Per Cheque) for non payment on due date (applicable in case NACH not getting registered and customer no cooperating to rectify the same)		Rs. 500/-
NACH or ECS or PDC Swap Charges		Rs. 750/-
Pre-closure charges (Fixed Rates) for all Vehicle Loans		< 6 M: 8% 6 M - 12 M: 6% 12 M: 4%
Pre-closure charges (Floating Rates) for all Vehicle Loans		As per RBI guidelines

\* GST as applicable

Signature of Borrower

Co-Borrower

Co-Borrower 2

Guarantor

## LOAN SANCTION TERMS & SCHEDULE

 Agreement Date:          

Borrower Name			
Loan Purpose			
Scheme			
Vehicle / Loan Type			
Manufacturer			
Model / Variant			
Vehicle Registration No (For Used Vehicles)			
Year of Manufacturer (applicable of both New & Used vehicle)			
Chassis No (applicable for Used Vehicle loan)			
Invoice (Ex showroom Cost) OR Valuation Amount			
On Road Cost			
Dealer Name			
Loan Amount			
Difference Amount / Margin Money			
LTV (%)			
Loan Tenor (in Months)			
No of advance Instalments (in case of Adv Instalment Scheme)		EMI Amount	
Repayment Frequency	Monthly		
EMI Start Date	<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"/>	EMI End Date	<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"/>
ROI (Per Annum)	%		
Repayment to be made			
Security	Primary Asset		
Broken Period Interest (if any)			
Processing Fee			
Credit Life Insurance Premium			
Accident Protection Plan Premium			
Motor Insurance Premium (Funded / Non Funded)			
Documentation Charges			
Valuation Charges			
Other Charges (to specify)			
Net Disbursement Amount			
Loan to be disbursed in favor of			
Number of PDC / NACH / SI			

Guarantor

Co-Borrower 2

Co-Borrower

Signature of Borrower

Signature of Borrower

Co-Borrower

Co-Borrower 2

Guarantor

Service Request type / Items		Charges / Fees
NACH / Cheque return Charges		Rs.750/- per instance for Car Loan / Commercial Vehicle loans and Rs 500 /- per instance for all other loans
Processing Fee	Car Loans New & Use	New Car : 1 % + GST
		Used Car : 2 % + GST
	LCV Loan	LCV New : 1.5 % + GST
		LCV Used : 2 % + GST
	2 & 3 Wheeler Loan	3 % + GST
Documentation charges - All Vehicle Loans		Rs. 1250 /- + GST (RC Charges Extra)
Default Penal interest rate		2.50 % p.m
NOC to convert from private to commercial		Rs. 5000/-
NOC for Commercial to Personal Use		Rs. 2000/-
Cancellation of contract (other than foreclosure and prepayment interest) at specific request of the borrower and agreed by the lender (Car loans / CV Loans - Both New & Used)		Rs. 2000/- + Interest at customer IRR for no of days between the date of disbursement and the date of receipt of funds for cancellation of contract
Cancellation of contract (other than foreclosure and prepayment interest) at specific request of the borrower and agreed by the lender (Two & Three Wheeler Loans)		Rs. 1000/- + Interest at customer IRR for no of days between the date of disbursement and the date of receipt of funds for cancellation of contract
Loan Rebooking charge/ NOC for LPG , CNG conversion etc		Rs. 2000/-
NOC for interstate Transfers/ NOC for renewing permit/ NOC for double clutch fitting or modification of Asset		Rs. 1000/-
Issue of Duplicate copy of the Agreement		Rs. 500/-
Issue of Duplicate NOC/ NOC for Duplicate Registration Certificate / Any other NOC or certificate as per RTO		Rs. 1000/-
Statement of Account/ Repayment Schedule/Account Outstanding Break up Statement / Old record search charges / NOC for changing address in RC book/ Deed holding certificate closure letter charge		Rs. 750/-
Colelction Charge	EMI Amount Up to 6000	Rs. 350/-
	6001 to 12000	Rs. 600/-
	12001 to 20000	Rs. 750/-
	20001 above	Rs. 900/-
Collection charge for non PDC / NACH cases (Per Cheque) for non payment on due date (applicable in case NACH not getting registered and customer no cooperating to rectify the same)		Rs. 500/-
NACH or ECS or PDC Swap Charges		Rs. 750/-
Pre-closure charges (Fixed Rates) for all Vehicle Loans		< 6 M: 8% 6 M - 12 M: 6% 12 M: 4%
Pre-closure charges (Floating Rates) for all Vehicle Loans		As per RBI guidelines

\* GST as applicable

Signature of Borrower

Co-Borrower

Co-Borrower 2

Guarantor

## LOAN SANCTION TERMS & SCHEDULE

 Agreement Date:          

Borrower Name			
Loan Purpose			
Scheme			
Vehicle / Loan Type			
Manufacturer			
Model / Variant			
Vehicle Registration No (For Used Vehicles)			
Year of Manufacturer (applicable of both New & Used vehicle)			
Chassis No (applicable for Used Vehicle loan)			
Invoice (Ex showroom Cost) OR Valuation Amount			
On Road Cost			
Dealer Name			
Loan Amount			
Difference Amount / Margin Money			
LTV (%)			
Loan Tenor (in Months)			
No of advance Instalments (in case of Adv Instalment Scheme)		EMI Amount	
Repayment Frequency	Monthly		
EMI Start Date	<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"/>	EMI End Date	<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"/>
ROI (Per Annum)	%		
Repayment to be made			
Security	Primary Asset		
Broken Period Interest (if any)			
Processing Fee			
Credit Life Insurance Premium			
Accident Protection Plan Premium			
Motor Insurance Premium (Funded / Non Funded)			
Documentation Charges			
Valuation Charges			
Other Charges (to specify)			
Net Disbursement Amount			
Loan to be disbursed in favor of			
Number of PDC / NACH / SI			

Guarantor

Co-Borrower 2

Co-Borrower

Signature of Borrower

Signature of Borrower

Co-Borrower

Co-Borrower 2

Guarantor

Service Request type / Items		Charges / Fees
NACH / Cheque return Charges		Rs.750/- per instance for Car Loan / Commercial Vehicle loans and Rs 500 /- per instance for all other loans
Processing Fee	Car Loans New & Use	New Car : 1 % + GST
		Used Car : 2 % + GST
	LCV Loan	LCV New : 1.5 % + GST
		LCV Used : 2 % + GST
	2 & 3 Wheeler Loan	3 % + GST
Documentation charges - All Vehicle Loans		Rs. 1250 /- + GST (RC Charges Extra)
Default Penal interest rate		2.50 % p.m
NOC to convert from private to commercial		Rs. 5000/-
NOC for Commercial to Personal Use		Rs. 2000/-
Cancellation of contract (other than foreclosure and prepayment interest) at specific request of the borrower and agreed by the lender (Car loans / CV Loans - Both New & Used)		Rs. 2000/- + Interest at customer IRR for no of days between the date of disbursement and the date of receipt of funds for cancellation of contract
Cancellation of contract (other than foreclosure and prepayment interest) at specific request of the borrower and agreed by the lender (Two & Three Wheeler Loans)		Rs. 1000/- + Interest at customer IRR for no of days between the date of disbursement and the date of receipt of funds for cancellation of contract
Loan Rebooking charge/ NOC for LPG , CNG conversion etc		Rs. 2000/-
NOC for interstate Transfers/ NOC for renewing permit/ NOC for double clutch fitting or modification of Asset		Rs. 1000/-
Issue of Duplicate copy of the Agreement		Rs. 500/-
Issue of Duplicate NOC/ NOC for Duplicate Registration Certificate / Any other NOC or certificate as per RTO		Rs. 1000/-
Statement of Account/ Repayment Schedule/Account Outstanding Break up Statement / Old record search charges / NOC for changing address in RC book/ Deed holding certificate closure letter charge		Rs. 750/-
Colelction Charge	EMI Amount Up to 6000	Rs. 350/-
	6001 to 12000	Rs. 600/-
	12001 to 20000	Rs. 750/-
	20001 above	Rs. 900/-
Collection charge for non PDC / NACH cases (Per Cheque) for non payment on due date (applicable in case NACH not getting registered and customer no cooperating to rectify the same)		Rs. 500/-
NACH or ECS or PDC Swap Charges		Rs. 750/-
Pre-closure charges (Fixed Rates) for all Vehicle Loans		< 6 M: 8% 6 M - 12 M: 6% 12 M: 4%
Pre-closure charges (Floating Rates) for all Vehicle Loans		As per RBI guidelines

\* GST as applicable

Signature of Borrower

Co-Borrower

Co-Borrower 2

Guarantor