

LOAN AGREEMENT

This Agreement is made at the place and on the date stated in the Schedule - I hereunder written;

Between

M/s. Hinduja Leyland Finance Limited, a company incorporated under the Companies Act, 1956 and having its corporate office at No. 27-A Developed Industrial Estate Guindy, Chennai – 600032, hereinafter referred to as the "**Lender**" (which expression shall unless be repugnant to the context or meaning include its successors and assigns etc.,) of the First Part;

And

The Borrower, Co-borrower and Guarantor described in the Schedule - I, (which expression shall, unless repugnant to the context or meaning thereof be deemed to mean and include his/her respective heirs, representatives in interest, executors and administrators, successors and assigns etc.) of the Second Part.

The expressions "Borrower" includes single/multiple Co-borrower(s) and jointly referred to as "Borrowers"; and "Borrower" and "Guarantor" shall unless be repugnant to the context mean and include multiple Borrowers/Guarantors (if any) and his/her/their legal heirs, representatives in interest, executors, administrators, successors and assigns etc.

The expression "Lender", "Borrowers" and "Guarantor" are individually referred to as "Party" and collectively referred as "Parties".

WHEREAS:

- A. The Borrower(s) has requested for a Loan facility for the purpose morefully described in the First Schedule hereunder.
- B. Relying upon the representations made by the Borrower(s), the Lender has agreed to make available Loan facility to the Borrower(s) upon the terms and conditions mentioned hereinafter.

Terms and Conditions

ARTICLE 1

DEFINITIONS

1.1 In the Agreement Unless the context otherwise requires:

"Agreement"	means this Agreement along with any amendments, supplementary agreement(s) such other documents incidental hereto and / or contemplated hereby, which the Borrower has furnished to the Lender and / or on which the Lender has relied upon to extend this loan facility executed between the Lender, Borrower, Co-borrower and Guarantor including any schedules, annexures, terms and conditions (T&C) attached to the Agreement.
"Application Form"	mean and include any application submitted in the prescribed form (including digital forms) by the Borrower/Co-borrower/Guarantor to the Lender seeking loan facility.
"Asset"	means the Vehicle or machinery (with or without body / required constructions for its desired usage) for the purchase/in respect of which the Loan has been granted by the Lender to the Borrower(s) and which is hypothecated by the Borrower in favour of the Lender by way of security.

<p>“Borrower”</p>	<p>means one or more, individual(s) a sole proprietorship concern, Hindu Undivided Family (HUF), Trust, Association of Persons, Society, club, limited (LLP) / unlimited Partnership firm, or a limited (Public or Private) company or a One Person Company (OPC), Joint Venture Companies/Firms, companies formed as a Special Purpose Vehicle (SPV) executing the Agreement as Borrower.</p> <p>In case when the borrower is more than one individual, each one being deemed to have made the Agreement individually and all of them having agreed to the liabilities hereunder jointly and severally and the term “Borrower” shall include all and his/her/their respective heirs, executors, administrators, legal representatives and permitted assigns etc.</p> <p>In case the borrower is a sole proprietorship concern, the person whose name appears as the sole proprietor and the term borrower shall include his/her/their respective heirs, executors, administrator, legal representatives and permitted assigns etc.</p> <p>In case the borrower is a limited/unlimited partnership firm, the partners who are conducting their activities in partnership firm in the name and style as mentioned in the Agreement. The said firm together with its partners in their individual capacity hereinafter collectively referred to as the “Borrower” and shall include them and their survivors or partners or partner for the time being thereof and his/her/their respective heirs, executors, administrators, legal representatives and permitted assigns etc.</p> <p>In case the borrower is a limited company, Directors of the Company or the persons authorized by the Company, who are conducting the activities of the company in the name and style as mentioned in the Agreement. The said Company together with its Directors in their individual capacity hereinafter collectively referred to as the “Borrower” and shall include its successors and administrators and permitted assigns subject to the provisions contained in the Companies Act.</p> <p>In case the Borrower is a Trust, its Trustees, in case of HUF, the Kartha and its Coparceners constituting HUF, in case of AOP, the persons who have formed the association, in case of a Society, its governing body, and its members, in case of club, its manager and its members running the club, in case of Joint Venture/SPV the entities which have formed the joint venture or have created the “Special Purpose Vehicle” and its respective entities, all the beneficial owners and stake holders including its successors & administrators and permitted assigns etc.</p> <p>For the purpose of this Agreement every individual person/s is/are entity/ies.</p>
<p>“Co-borrower”</p>	<p>The term ‘co-borrower’ wherever the context so requires shall mean and be construed as the person/s (one or more) who is/are jointly & severally liable for the repayment of the loans or other top-up (additional) loans availed by him/them jointly with the Borrower and assures the due performance of all the conditions of this Agreement along with the Borrower. The liability of the Co-borrower is co-extensive with that of the Borrower(s). The term “Co-borrower” shall include one or more, individual Co-borrower and his/her/their respective heirs, executors, administrator, legal representatives and permitted assigns.</p>
<p>“Electronic conduction of Arbitration”</p>	<p>means conduct of arbitration proceedings including recording of evidences by the Arbitrator, sending of notices, claim petitions, letters and documents to the registered e-mail ID or mobile number (enabled with WhatsApp or other similar application) of the Parties and sending of claim petitions, replies, rejoinders, notices, documents etc., to the Arbitrator, subject to its genuineness and acceptance by the Arbitrator for adjudicating the dispute.</p>

“Electronic execution of Loan Documents”,	means execution of loan documents in electronic / digitalized form and verified and confirming the same through an OTP (One-Time Password) and/or e-link sent to his/her/their declared/registered mobile number(s) and/or e-mail ID(s).
“Fair Practice Code”	means the code of fair practice followed by the Lender to its Customers, which is hosted in the website of the Lender.
“Guarantor”	means one or more, individual(s), a sole proprietorship concern, HUF, Trustee, Manager of an Association of Persons / Club / Society, limited (LLP)/unlimited Partnership firm, LLP or a limited company or a One Person Company (OPC), Joint Venture Companies/Firms executing the Agreement as Guarantor (whether under this Agreement or any other agreement), who personally guarantees the performance of a contract entered into by the Borrower and ensure repayment of all the loan dues payable to the Lender, whether the Borrower pays the loan or not.
“Hypothecation”	means a specific charge created upon the secured asset, more fully described in the Schedule - I.
“Instalment” or “EMI (Equated Monthly Instalment)”	means the amount of monthly payment specified in the second schedule, necessary to amortize the Loan with interest, over the period of the Loan.
“IRACP”	means “Income Recognition, Asset Classification and Provisioning pertaining to Advances”. The prudential norms governing IRACP shall be governed by the guidelines issued from time to time by the regulatory authority i.e., RBI.
“Lender”	means Hinduja Leyland Finance Ltd., and includes the Zonal/State/Regional/Branch offices, as the case may be, mentioned in the Agreement.
“Loan”	means the loan referred to in Article 2.1 Agreement and the first schedule.
“NCLT or National Company Law Tribunal”	means a quasi-judicial body in India that adjudicates issues pertaining to claims of oppression and mismanagement of a company, winding up of companies, partnerships, individuals as the case may be and all other powers prescribed under the Companies Act, 2013 as well as Insolvency and Bankruptcy proceedings against the Companies under Insolvency and Bankruptcy Code, 2016.
“Post Dated Cheques” or “PDC’s”	means cheques of the amount of the instalment drawn by the Borrower in favour of the Lender for the amount of the instalment bearing the dates to match the due date of each instalment.
“Prepayment”	means premature repayment as per the terms and conditions laid down by the Lender in that behalf and in force at the time of repayment.
“Rates and Interest”	means that rate of interest referred to in Article 2.2 of this Agreement.
“Regulatory Authority”	mean and include Reserve Bank of India (RBI) and other Government, Quasi Government Authorities, a statutory body etc.
“Repayment”	means the repayment of the principal amount of loan, interest there on, commitment and /or any other charges, premium, fees or other dues payable in terms of this Agreement to the Lender; and means in particular, amortization provided for in Article 2.9 of this Agreement.
“Sanction Letter”	means a letter issued by the Lender conveying the sanctioning the loan facility to the Borrower and shall be read in terms of and in conjunction with the Agreement and the terms and conditions set forth herein.

“Schedules”	mean any or all Schedules attached to the Agreement forming part thereof having the details of the asset, loan sanctioned, applicable charges, instalment for repayment of the loan etc., or as modified from time to time with mutual consent and/or basis any Statutory / Regulatory dispensation.
“Secured Asset”	mean and includes both primary security (asset which was purchased out of the funds advanced by the Lender, whether lien marked or not) and the collateral security offered for the loan with all subsequent developments, additions and improvements to it till the settlement of the loan along with insurance policies taken to protect the Lender, Borrower’s interests whether under this Agreement or any other subsequent agreement(s).
“Secured Creditor”	means the Lender in whose favour security interest is created for due repayment by the Borrower of any financial assistance
“Secured Debt”	means debt which is secured by any security interest
“Security Interest”	means right, title and interest of any kind whatsoever upon asset, created in favour of secured creditor and includes any mortgage, charge, hypothecation, assignment other than those specified in Section 31 of SARFAESI Act, 2002.
“Special Mention Account (SMA)” and “Non-Performing Asset (NPA)”	means classification of account as Special Mention Account (SMA 1&2) and Non-Performing Asset as per applicable RBI Circular at the point of time on ‘Prudential Framework for Resolution of Stressed Assets.
“Tax”	means and includes all taxes payable by the Borrower or payable by the Lender on behalf of the Borrower to the Central or State Government including but not limited to Goods and Services Tax (GST), Road Tax, Motor Vehicle Tax, Green Tax, Income Tax etc.
“Website”	means the public website of the Lender viz., ww.hindujaleylandfinance.com .

- 1.2 The terms and expressions not herein defined shall where the interpretation and meaning have been assigned to them in terms of the General clauses Act, 1897, have that Interpretation and meaning.
- 1.3 All terms used in singular shall unless the context requires otherwise, include plural and a reference to one gender shall include all genders.

ARTICLE 2 LOAN, INTEREST, ETC.

2.1 Amount and term of Loan

- (a) The Lender has agreed to grant the Loan to the Borrower for the purpose of purchase / in respect of the asset, of a sum, as stated in the first schedule, on the terms and conditions herein set forth.
- (b) The Loan provided under this Agreement shall be for the period as specified in the first schedule, commencing from the date specified in the second schedule.

2.2 Interest

The rate of interest is as stated in the first Schedule, compounded with monthly rests on the outstanding balance, namely, the balance of the loan and unpaid interest and costs, charges and expenses outstanding, at the end of the month.

2.3 Computation of Interest

- (a) The rate of interest stipulated in the first Schedule shall remain fixed during the term of the loan facility unless mandated by the Reserve Bank of India or other Regulatory Authorities or unforeseen or exceptional changes in money market conditions. In such event, notwithstanding the provisions of the first Schedule, the Borrower agrees to pay interest on such revised rate and this Agreement shall be construed as if such revised rate was expressly mentioned herein.
- (b) The Borrower shall reimburse or pay to the lender such amount as may have been paid or payable by the Lender to the Central or State Government on account of any tax levied on interest (and/or other charges) on the Loan by the Central or State Government. The reimbursement or payment shall be made by the Borrower as and when called upon to do so by the lender.

2.4 Details of Disbursement

The Borrower shall indicate the manner of disbursement of Loan by the Lender, as desired by him, However, the Lender shall have the sole discretion to determine the manner of disbursement, which shall be deemed to be the disbursement to the Borrower as contemplated under this Agreement. In the case of purchase of new Assets, the Loan amount may, at the option of the Lender, be disbursed by the Lender directly to the Dealer / Manufacturer and disbursement shall be deemed to be disbursement to the Borrower. In case of purchase of used Assets, the Lender shall determine the manner of the disbursement; i.e., either to the owner / seller of the Asset or to the Dealer or to the Borrower and such disbursement shall be deemed to be the disbursement to the Borrower as contemplated under this Agreement.

2.5 Mode of Disbursement

All disbursement to be made by the Lender to the Borrower, under or in terms of this Agreement shall be made by cheque duly crossed and marked "A/c Payee. Only" or by Demand draft or any other accepted modes of transfer of funds permitted under the Indian banking system, at the sole discretion of the Lender. The collection charges or such other charges levied, if any in respect of all such cheques or modes of transfers will have to borne by the Borrower, irrespective of the time taken for transit / collection / realisation of the cheque by the Borrower or its bank.

2.6 Terms of Disbursement

Notwithstanding anything to the contrary contained herein, the Lender may, by notice to the Borrower suspend or cancel further disbursement of the Loan if the Loan granted shall not have been fully drawn or if the funds are utilized for purposes other than as described in the Schedule – I to the Agreement and shall not have been cancelled by the Lender.

Further, the Lender at its sole discretion may cancel / post-pone the disbursement of the loan sanctioned or reduce the amount to be disbursed from the sanctioned amount or levy any other conditions, any time if the Borrower fails to adhere to the terms and conditions or if the Lender receives any adverse information on the credentials/credibility of the Borrower at any point of time.

The Lender may recall the entire loan, if the Lender learns that the documents submitted by the Borrower/Guarantor is forged or documents executed by the Borrower/Guarantor are not proper or in line with requirements of the Lender.

2.7 Furnishing Statements

The Lender may, as on 31st March of every year, send to the Borrower, every year a statement of transaction drawn as on March 31, showing the interest charged, etc. to the Borrower. Unless the Borrower notifies the non-receipt of this statement or points out any discrepancy therein within 15 days of receipt of statement, it shall be presumed that the Borrower has agreed and accepted that the amount stated therein is due and outstanding against him.

2.8 Processing charges

The Borrower shall be liable to pay to the Lender processing charges as stated in the Schedule at the time of and together with the application for Loan. The said amount of processing charges shall be refundable to the Borrower only in the event the borrower notifies its intention for not availing of the Loan prior to the Lender intimating its approval to the Borrower for grant of the Loan.

2.9 Repayment of Loan

(a) The repayment of the loan and the interest thereon shall be made by the Borrower in instalments. The details such as number, due dates and amount in respect of the Instalments are described in the second Schedule. The repayment schedule is without prejudice to the right of the Lender to recall the entire Loan amount along with other dues, charges etc. Further the computation / fixation of the instalment will be without prejudice to the right of the Lender to re-compute the instalment amount, number of instalments and interest thereon, including in case it is discovered at any stage that the instalments have been computed wrongly. These instalments shall be payable as per the second schedule.

- (b) The repayment shall be made either by way of Electronic Clearance Service Mandate (ECS mandate) or NACH Mandate (National Automated Clearing House) or Auto Debit Mandates (ADM) or by Borrower's Standing instructions (SI) or by cheques or by any Digital modes of transfer such as Real Time Gross Settlement (RTGS) / National Electronic Funds Transfer (NEFT) / Instant Payment Service (IMPS) / Unified Payment Interface (UPI) or swiping and paying viz., Debit Card etc., or by Net transfers or by Demand draft or by Borrower's remittance by cash (in conformity with the Income Tax Act, 1961) or any other accepted modes of transfer of funds permitted under the Indian banking system to the Lender on the dates specified in the Schedule - II and shall commence, as per the Schedule. The Borrower / Guarantor acknowledges that strict compliance by him with the repayment schedule which is an essential condition for the grant of this/these Loans. The cheques or ECS/NACH/SI/ADM Mandates referred to herein as and includes any cheques or ECS/NACH/SI/ADM Mandates issued as security towards repayment of the loan/s or service/s availed.
- (c) In case the Borrower delivers to the Lender only few cheques / ECS / NACH / SI / ADM mandates covering only some of the instalments but not all the instalments of the contract period, the Borrower shall deliver to the Lender, whether demanded or not by the Lender, the balance cheques / ECS / NACH / SI / ADM mandates for the remaining instalments so as to cover the entire contract period as per the Schedule – II.
- (d) The Borrower/Guarantor shall deliver any additional / amended / fresh cheques / ECS / NACH / SI / ADM mandates as may be required by the Lender from time to time.
- (e) The Borrower shall be solely responsible to ensure prompt and regular payment of the instalments irrespective of whether the Borrower has delivered to the Lender the cheques / ECS / NACH / SI / ADM Mandates (including e-mandates) for all the instalments for the entire contract period or few cheques which covers only a part of the contract period.
- (f) The Borrower agrees that time is the essence of the contract.
- (g) The payment of instalments shall commence and continue irrespective of the asset being delivered to the Borrower by the Dealers / Manufacturer or not and notwithstanding any difficulties that the Borrower may be facing or any disputes, objections, protests, complaints or grievances which the Borrower may have with or against the Dealers / Manufacturer / any person or in respect of the delivery of the asset or in respect of the asset itself.
- (h) No notice, reminder or intimation will be given to the Borrower regarding his obligation to pay the Instalment regularly on due date. It shall entirely be the responsibility of the Borrower to ensure prompt and regular payment of the Instalment.
- (i) Without prejudice to any other rights and remedies the Lender may have under this Agreement and/or under the prevalent law, in the event of any delay by the Borrower in any payment to the Lender under this Agreement, the Lender shall be entitled to charge an additional interest as described in the Schedule on the entire of such outstanding amount, whether of loan, interest or any other charges payable hereunder. The Lender is also entitled to treat such non-payment as dispute which could be referred to an Arbitrator under Article 23 of this Agreement. The aforementioned additional charge would not affect the obligation of strict compliance with the repayment schedule being an essential condition for the grant of loan.
- (j) Any dispute being raised about the amount due or interest computation will not enable the Borrower(s) to withhold payment of any Instalment.

2.10 Mode of payment of the Instalment

- (a) Subject to the terms and conditions stipulated hereunder, the repayment, in the case of Cars / Jeeps, shall be by way of Cheques / electronic mandates / transfers (as the case may be). In case of other vehicles, the repayment shall be by way of cheques or by electronic mandates / transfers (as the case may be) or by Borrower's remittance in cash or by Demand Draft to the Lender on the date specified in the Second Schedule, irrespective of the delivery of the Asset. The Borrower acknowledges the strict compliance by him with the repayment schedule is an essential condition for the grant of the Loan.
- (b) No notice, reminder or intimation shall be given by the Lender to the Borrower prior to the presentation of any of the cheques and insurance premium cheques / electronic mandates issued by him. It is the duty cast on the Borrower and/or Guarantor to maintain sufficient balance in the bank account on the due date of payment of instalments/premiums or thereafter, till all the dues in the loan account is fully paid and closed, so that the cheque/mandate or other forms for making payment of instalments do not get returned, dishonoured for want of sufficient funds. The cheque or mandate may contain overdue value or full or security value or for such value, which the Lender has determined as due and payable by the Borrower under this Agreement

or any other additional loan(s) availed by the Borrower on the same asset as "security" and the Borrower and/or Guarantor shall not raise any objection to the same. If the payment due date falls on a holiday, then in such cases, the Borrower and/or Guarantor is/are bound to pay the instalment on the immediately preceding working day and any failure to pay the same on the preceding working day shall attract interest for delayed period calculated from the due date of instalment to the actual date of realization of payment. Further, the Lender is not responsible for charges, if any that is/are debited by his/her/their banker on such presentations. The Lender is further entitled to present the cheques or electronic instruments any number of times until its validity and as and when the instalments are due, in arrears or in default or in loss, the Borrower / Guarantor shall not question such presentations in future.

- (c) In case the Borrower/Co-Borrower delivers to the Lender only few post-dated cheques (PDCs) / electronic mandates covering only some of the instalments, but not all the instalments of the contract period, the Borrower shall deliver to the Lender, whether demanded or not by the Lender, the balance cheques for the remaining instalments so as to cover the entire contract period as per the second schedule.
- (d) It is agreed and understood by the Borrower that non-presentation of the cheques / electronic mandates by the Lender due to any reason whatsoever will not affect the liability of the Borrower to repay the Loan. The Lender shall not in any way be responsible for delay, omission or neglect in encashment, damage or loss of any cheques/ electronic mandates (already given or to be given by the Borrower to the Lender in terms hereof) for any reason whatsoever.
- (e) The borrowers and co-borrowers understand that:
- (f) Non presentation of the cheques / electronic mandates by the lender due to any reason whatsoever will not affect the liability of the Borrower to repay the loan;
- (g) The Lender shall not be in any way be responsible for delay, omission or neglect in encashment, damage or loss of any cheques / electronic mandates (already given or to be given by the Borrower to the Lender in terms hereof) for any reason whatsoever. In other words, the Borrower is responsible for the payment of the instalments, until amounts in respect of the instalments have been credited to the account of the Lender. The Lender may at any time demand proof of realisation to the account of the Lender for payment effected by the Borrower and that the Borrower shall provide the same within 5 days from the date of demand.
- (h) Without prejudice to any other rights or remedies the Lender may have under this Agreement and/or under the prevalent law, the Borrower shall be liable to pay a flat charge as stated in the First Schedule in case of dishonour of the cheques or dishonour of the ECS or NACH mandate or standing instructions or any other recognised mode by banks on the first presentation. In case of dishonour on the second presentation, a further charge, as stated in the First Schedule, would be levied in respect of such dishonoured cheque. The quantum of the charge on the dishonouring of cheque or dishonouring of electronic mandate or standing instructions or any other recognised mode (both on the first and second presentation) is also stipulated in the First Schedule. The levy of charge upon dishonour is without prejudice to the rights of the lender under the Negotiable Instruments Act, 1881, and Payments and Settlements Systems Act, 2007, respectively or under similar acts as amended and as in force for the time being and without prejudice to the other rights, which the lender has under this Agreement or under law or equity.
- (i) When the payments are not made by way of Cheque / electronic mandate the borrower shall be liable to pay a flat charge as stated in the First Schedule subject to revision at the Lender's discretion from time to time.
- (j) Where remittances are made by way of outstation cheques, the Borrower shall be liable to pay the charges as started in the First Schedule subject to revision at the Lender's discretion from time to time.
- (k) "The Borrower shall be liable to pay the travelling expenses and other charges mentioned in the Schedule -1A of this Agreement"
- (l) "The charges mentioned in the First Schedule and Schedule -1A are subject to change with intimation to the Borrower and the Borrower agrees to pay such revised charges from the date of intimation"

2.11 Alteration and Re-Scheduling of the Instalments

The Lender shall be entitled to if the Lender deems fit in the circumstances, alter or re- schedule the instalments or restructure the loan (whether regulatory or not) in such manner and to such extent as the Lender may, at the request of the Borrower or in its sole discretion, decide with due notice to the Borrower and the repayment will be made by the Borrower as per the said

alteration and / or rescheduling and / or restructuring of the loan from the date on which the instalments are altered or re-scheduled or restructured, notwithstanding anything stated in the second schedule.

2.12 Liability of the Borrower, Co-borrower and Guarantor to be Joint and Several

The Liability of the co-borrowers and Guarantor is joint and several and is coexistent with that of the Borrower. The liability of the co-borrowers and Guarantor to repay the loan together with interest, additional interest etc. and to observe the terms and conditions of this Agreement/and any other agreement(s), documents that may have been or may be executed by the borrower with the lender in respect of this Loan or any other loan or loans, is joint and several and consequently the Lender shall have a sole discretion to proceed against both all or either of them to recover the loan and other charges payable by the Borrower to the Lender.

2.13 Change in Rate of Interest

In the event the Lender revises the rate of interest prior to the disbursement of the loan amount, in full or in part, the rate so increased shall be communicated to the Borrower via phone, SMS, post, or such other means (including digital), as may be determined by the Lender. The revised rate once communicated and expressly accepted by the Borrower, will be applicable to the entire loan amount forthwith from the date of such revision of rate of interest.

2.14 Notification of Change in Rate of Interest and Charges

In the event of change in rate of interest and other charges levied by the Lender, the same will be displayed / notified at / by the Lender / published in the newspapers / in the website of the Lender / made through entry in the statement of accounts / repayment schedule sent to the Borrower and/or Guarantor and in such cases, the Borrower and Guarantor are liable to pay revised rate of interest or charges as applicable at that point of time or as agreed between the parties. The Borrower and Guarantor understood and agrees to pay the Lender according to such revision in rate of interest and/or charges. The Borrower and the Guarantor have consented and agreed to pay all the interests, charges and taxes, as may be applicable from time to time.

2.15 Interest on Delayed Payments or Additional Interest or Penal Interest

In the event of any delay or default committed by the Borrower in any payment to the Lender under the Agreement, the Lender shall be entitled to charge interest at the rate indicated in the Schedule – I or as may be hosted in the website of the Lender from time to time, on the entire outstanding amount from the due date till the actual amount is paid/credited to Lender, whether of Loan or interest or any other charges payable hereunder. The said interest would be capitalized / compounded and treated as loan granted to the Borrower and interest will be charged on such unpaid amounts. The Lender is also entitled to treat such non-payment as a dispute which could be referred to an Arbitrator as per the terms of the Agreement.

2.16 Other Charges

The Borrower and Guarantor shall pay such other charges, as may be applicable including but not limited to charges payable for loan processing, documentation, stamp duty & commissions, vehicle registration including RTO, collection, ROC filing and amendments, CERSAI registration, NeSL IU registration/renewal, CIBIL Report generation, asset valuation, cheque/repayment dishonour's, cash handling, pre-closure, bullet payment, duplicate statement of account, repossession and yard rent, duplicate / special NOC, loan cancellation / re-booking, loan restructuring, due date shifting, repayment mode swaps, travel and collection follow-ups, trade certificate etc., at the rates specified in the Schedule – I.

2.17 Taxes

The Borrower shall reimburse to the Lender such amount as may have been paid or be payable by the Lender to the Central or State Government on account of any tax levied on interest and/or other charges on the credit facility (including but not limited to Good & Service Tax (GST) and/or Cess levied on interest on the credit facility by the Central / State Government or due to changes in existing law or due to any new law coming into force). The reimbursement or payment shall be made by the Borrower as and when called upon to do so by the Lender.

ARTICLE 3

SECURITY

- 3.1 In consideration of the Lender having granted or agreed to grant to the Borrower the Loan facility subject to the terms and conditions mentioned herein, the Borrower hereby hypothecates to / agrees to hypothecate and charges in favour of the Lender, by way of an exclusive first charge, the Asset together with all accessories, addition to or in the said asset whether present or future and improvements, renewals and replacements made or to be made on the Asset as detailed under the first Schedule, against which the loan facility is being taken. In this regard the Borrower has also executed the irrevocable power of attorney in favour of the Lender in the form attached hereto. The Borrower also agrees and undertakes to execute such further documents and make such filings as may be required by the lender to perfect the charge of the Lender on the Asset.
- 3.2 The hypothecation shall be deemed to take place immediately on signing of this Agreement or delivery of the Asset (s) whichever is earlier.
- 3.3 The charge created by the Borrower in Article 3.1 hereof shall stand as security for the due repayment and payment by the Borrower of the Loan granted or to be granted by the Lender to the Borrower and all fees and interest, costs and expenses incurred or to be incurred by the Lender hereunder and all other monies payable or which may become payable by the Borrower to the Lender pursuant to the terms hereof.
- 3.4 The charge created by the Borrower herein shall continue unless and until the Lender issues a certificate discharging the security created herein and shall not affect, impair or discharge the liability of the Borrower by insolvency, arrangement with Creditors, mental disability 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.
- 3.5 If the Asset has not been delivered to or in the case of vehicle has not been registered in the name of the Borrower at the time of execution of the Agreement, the particulars of the vehicle that are not available at such time and shall be intimated in writing by the Borrower to the Lender within one week of such delivery and / or registration and such particulars shall be read as a part and parcel of the Schedule hereunder as if they had been incorporated therein at the time of execution of this Agreement. The borrower agrees not to take the plea that on the date of execution of this Agreement as the details of the Asset or any part thereof were not available the charge is inoperative defective or invalid or in any way unenforceable.
- 3.6 The Borrower shall register the vehicle within such time as has been stipulated by the appropriate authority.
- 3.7 The Borrower hereby confirms that the borrower is aware of all the details of the Asset(s).
- 3.8 The Borrower has also executed a promissory note by way of security for the amount of loan and interest thereon.
- 3.9 The Lender may require the Borrower to furnish such additional securities including guarantee (s) from third party, as the Lender may deem fit, in its sole discretion. In such event the Borrower shall provide such contracts, agreements, undertakings, documents, power of attorneys that may be required by the Lender. The Borrower shall not revoke or terminate any such contracts agreements, undertakings, documents, etc., till all the amounts due and payable by the Borrower to the Lender under this Agreement have been paid in full and certified so by the Lender.

ARTICLE 4

APPROPRIATION OF PAYMENTS

- 4.1 The Lender shall have a right to appropriate any payments due and payable under the Loan Agreements and made by the borrower towards dues in the order the Lender deems fit towards the following:
- (i) Premium on prepayment;
 - (ii) Costs, charges, expenses and other monies;
 - (iii) Interest on costs, charges, expenses and other monies including cost of maintaining legal proceedings, if any;
 - (iv) Interest on costs, cheque bounce charges, swap charges, expenses and other monies due etc.
 - (v) Service charges;
 - (vi) Interest, Including additional interest, if any, payable in terms of the Loan Agreement;
 - (vii) Repayment of instalments of Principle due and payable under the Loan Agreement.
 - (viii) Repayment of dues under any other contract/s viz. Tyre Finance, Fleet Card facility, Insurance Finance etc., irrespective of the capacity either as Borrower or guarantor under the said contract/s

- (ix) Adjust the payments made against any loan or other account(s), if the Borrower has more than one loan account with the Lender by lien marking or otherwise.

ARTICLE 5

BORROWER'S CONTRIBUTION TOWARDS COST OF THE ASSET

- 5.1 Prior to disbursement of the Loan by the Lender, the Borrower shall furnish to the Lender document showing the payment made by him to the dealers / manufacture / any person by way of his own contribution towards the cost of the Asset, and also the proforma invoice.

ARTICLE 6

CONDITIONS FOR DISBURSEMENT

- 7.1 The obligation of the Lender to make any disbursements under the Loan Agreements shall be subject to the conditions that:-
- (a) The Borrower has created security, furnished the guarantee/s and executed the promissory note and all the other necessary documents to the satisfaction of the Lender as stipulated in Article 3 above in favour of the Lender:
 - (b) Non - existence of any event of default by the Borrower:
 - (c) No 'extra-ordinary' or other circumstances have occurred which shall make it improbable for the Borrower to fulfil its obligation under this Agreement.

ARTICLE 7

REPRESENTATION OF THE BORROWER

- 7.1 The Borrower has adequate legal capacity to enter into and execute this Agreement. The Borrower is not restricted in any manner or prevented in any manner under any law, statute, judgement, decree, ruling, contract or otherwise from executing and undertaking the obligations in the manner provided in this agreement. Upon execution, this Agreement shall be a valid legally binding commitment of the Borrower enforceable against him in terms of this Agreement. The Borrower (in case of being a Company) is duly incorporated and existing under the laws of India with power vide their Memorandum and Articles of Association to enter into this Agreement to which he is or he shall be a party.
- 7.2 No encumbrance of any nature or any lien exists over the Asset hypothecated herein.
- 7.3 He has obtained and done all that is necessary to give full force and effect to all authorizations, approvals, consents, licenses and permissions required in relation to this Agreement. Collateral documents and the hypothecated Asset. The Borrower has paid all taxes and statutory dues payable by him and has not received any demand, claim or notice from any person.
- 7.4 The Borrower would ensure at all times during currency of the Agreement that the person who would be driving the vehicle(s) holds a valid driving licence entitling him to drive the vehicle(s).
- 7.5 There are no suits, actions or claims pending or are likely to be filed or taken (whether civil or criminal or otherwise) against the Borrower of any nature whatsoever.

ARTICLE 8

COVENANTS / UNDERTAKINGS OF THE BORROWER

The Borrower Shall

- 8.1 utilise the entire Loan for the purpose indicated by him in the first Schedule of the agreement.
- 8.2 promptly notify any event or circumstances, which might operate as a cause of delay in the completion of this Agreement.
- 8.3 duly and punctually comply with all laws and rules etc. and make payments of all charges levied or leviable in respect of the Asset. He shall be solely responsible for use, operations and maintenance of the Asset and any liability arising therefrom.
- 8.4 ensure that the Asset is always duly and properly insured with any insurer covering all the risks and hazards, including risks against fire, riots, civil commotions, floods and such wider liability to which the Asset is normally exposed and unlimited third party liability risks, in order to safeguard the security of the Loan and to ensure that the lien of the Lender is marked on the insurance policy, as the beneficiary.
- 8.5 promptly inform the Lender of any loss or damage to the Asset which he may suffer due to any force majeure or act of God, such as earthquake, flood, tempest, theft or typhoon, etc., or otherwise.
- 8.6 take all the steps which are necessary to obtain and give full force and effect to all authorization, approvals, consents, licenses and permissions required or obtained in relation to this Agreement, collateral documents and the hypothecated Asset.

- 8.7 not sell, lease, transfer, create charge, hypothecate or create encumbrance of any nature whatsoever, or surrender or otherwise howsoever part with possession of the Asset, in any manner whatsoever without the consent in writing of the Lender. Any direct or indirect transfer of the Asset would be deemed to be criminal breach of trust and a case of cheating entitling the Lender to file / pursue FIR / or a criminal complaint against the Borrower. The said hypothecated Assets are in the custody of the Borrower in his capacity as a Bailee.
- 8.8 maintain the Asset in good order and condition and will make all necessary repairs, additions and improvements thereto during the pendency of the Loan.
- 8.9 maintain sufficient balance in the account of the drawee bank for payment of PDCs/NACH or other electronic mandates issued by him on the day when any Instalment becomes payable and thereafter to honour any post-dated repayment cheque.
- 8.10 shall continue to pay all public demands such as Goods and Services Tax (GST), Road Tax, Motor Vehicle Tax, Green Tax, License / Permit fees, Income Tax and all the other taxes and revenues, which are now or hereafter assessed, imposed by the Government, Municipal Corporation, Regional Transport Authority (in case of vehicle) or other Authority, payable to the Government of India or the Government of any State or to the local authority and on demand by the Lender, shall produce every receipt for charges, taxes, assessments or other outgoings and hereby confirms that, at present, there are no arrears of such taxes and revenues due and outstanding.
- 8.11 in case of Asset being a new vehicle, get the Asset registered with the appropriate authority under the Motor Vehicles Act, 1988 (whether it is done by the Dealer / Seller or not) and shall get the charge of hypothecation on the vehicle(s), created or to be created, duly endorsed and recorded in the certificate of registration in favour of the Lender. In the event of the Asset being a used vehicle, the Borrower shall ensure that requisite endorsement is made on the RC book of the Vehicle(s) indicating hypothecation of such Asset(s) in favour of the Lender.
- 8.12 within 30 days of taking delivery of the asset or execution of this Agreement, whichever is earlier submit a copy of the registration certificate, permits (as applicable) relevant to the Asset being a vehicle for which the Loan has been taken of having taken the delivery of such vehicle(s).
- 8.13 not apply for any duplicate Registration book for the Asset, being a vehicle, otherwise than by delivering the application thereof to the Lender for endorsing its charge on the vehicle(s).
- 8.14 inform the Lender, in writing, of any damage to or theft of the Asset, lodging of any claim with the insurance company in respect of the Asset, or of loss, destruction or misplacement of the Registration Book of the Asset or the insurance policy relating to the Asset, within three working days of such damage or lodgement of claim. In such an event the Lender may, without prejudice to its other rights under this Agreement, in law or equity, require the Borrower to take such steps as may be necessary to protect the interests of the Lender.
- 8.15 shall pay all rates, assessments, taxes and other outgoing which are now hereafter may be assessed imposed, or payable for the hypothecated Asset, by the Government, Municipal Corporation, Regional Transport Authority or other Authority and on demand by the Lender, shall produce every receipt of charges, taxes, assessments or other outgoings.
- 8.16 not suffer or allow to suffer any attachment or distress to the hypothecated Asset or any parts thereof or allow anything that prejudice or endanger the security herein without the express consent in writing of the Lender. Any direct or indirect transfer of the Asset would be deemed to be criminal breach of trust and a case of cheating, and shall entitle the Lender to file / pursue FIR or criminal complaint against the Borrower as the Lender may deem fit.
- 8.17 inform the Lender in writing within 7 days of receipt of information regarding initiation of any legal action / filing of a petition under Insolvency and Bankruptcy Code, 2016 or any other similar Act in force in India or filing of a petition for enforcement of a decree for recovery of money / asset against the Borrower or the Guarantor. Any failure to do so shall be considered as an event of default and necessary action will be initiated against the Borrower for recovery of the loan dues by the Lender.
- 8.18 undertake to pay or in case already incurred by the Lender, reimburse the Lender, of all Taxes or charges payable by the Borrower or payable by the Lender on behalf of the Borrower including but not limited to Goods and Services Tax (GST) etc., in selling the asset.
- 8.19 undertake and confirm that he has neither directly or indirectly agreed to take/pay nor taken/paid any bribe, commission or brokerage or any kind of consideration from/to any employees/agents of the Lender for sanctioning / disbursement of the loan.
- 8.20 undertake and assure that during currency of the loan, no money or loan dues will be paid to any employees/agents of the Lender, either in cash or transfer/deposit to his personal or other bank accounts other than that of the Lender.

- 8.21 undertake and assure that he will not pay any loan dues/instalments without collecting a valid system generated electronic cash receipt.
- 8.22 not create encumbrance of any nature or lien over the asset, without the written consent of the Lender.
- 8.23 declare details of his legal representatives, who would be entitled to his estate.
- 8.24 has not inducted and shall not induct any person as a director on its Board of Directors, who is a promoter or director on the Board of a Company (in case of the Borrower being a Company), which has been identified as a "Wilful Defaulter" as per guidelines issued by RBI. Borrower further undertakes that in case, such a person is found to be on the Board of the Borrower company, it would take expeditious and effective steps for removal of the person from its Board.
- 8.25 undertake to create and register charge on the asset/s funded with the Registrar of Companies (ROC) (in case of the Borrower being a Company) and/or CERSAI, Legal Entity Identifier as the case may be, the cost of which will be borne by the Borrower. In the event of not creating charge within the stipulated time limits, the Lender may file the relevant Forms with ROC / CERSAI / Legal Entity Identifier and create a charge on the asset/s funded. The Borrower agrees to reimburse the cost / charges incurred by the Lender in creating and registering the Charge which may be debited to the Borrower's loan account.
- 8.26 confirm that they have neither directly or indirectly agreed to pay nor paid any commission or brokerage or any consideration to the Director/s or any persons, who stands as Guarantor, as the case may be, and that he/they will not pay any such consideration to him/them for the same.
- 8.27 undertake to do such acts, deeds, assurances, matters and things as may be required by the Lender for further assuring and confirming the security created herein and the rights powers and remedies hereby conferred and execute such document(s) at its own cost as may be required in this regard.
- 8.28 indemnify and agree to keep the Lender indemnified and hold harmless from and against all cost, expenses, claims and actions (including third party liability in case of accidents, damage or otherwise) and make good all payments and expenses including legal costs, fees and costs to take possession, insurance and selling of the Asset. He shall also be liable for expenses incurred by the Lender along with interest thereon while pursuing any remedy under the Negotiable Instruments Act, Criminal Procedure Code or at any other forum.
- 8.29 ensure that he is fully acquainted with the rules of the Lender, as informed from time to time.
- 8.30 hereby confirms that the loan amount availed will not be used for purchase of gold in any form including primary gold, gold bullion, gold jewellery, gold coins, units of gold Exchange Traded Funds (ETF) and units of gold Mutual Funds.
- 8.31 **Guarantee:** If the Lender requires, the Borrower shall furnish guarantee(s) issued by a third party acceptable to the Lender, as and by way of additional security, in the Form provided by the Lender.

ARTICLE 9

REVISION IN THE PRICE OF THE ASSET

- 9.1 If the price of the Asset is revised upwards after the date of signing of this Agreement, then and in that event the Borrower shall be liable pay the amount required for acquiring the asset(s) at such revised price and the Lender shall not be liable to pay any amount by way of Loan or otherwise for such revision in price of the asset(s). In such a case, the Lender shall be at liberty to cancel this loan transaction and also collect refund of the amount paid to the dealer / manufacturer as booking price or otherwise from the dealer / manufacturer, without prejudice to any other provisions of this agreement.

ARTICLE 10

DELIVERY

- 10.1 The Borrower shall be solely responsible for getting the delivery of the Asset from the manufacturer or the dealer or any other person and verifying fitness, quality condition etc., of the same. The Borrower shall intimate the Lender immediately upon taking delivery of the Asset.
- 10.2 It is agreed and understood by the Borrower that the Lender shall not be liable for any delay in delivery from the manufacturer or the dealer or any other person any demurrage cost or the quality/ condition/ fitness of the Asset. The Borrower absolves the Lender from any liability in respect of the above and the Borrower shall not withhold the payment of the stipulated instalments on the pretext that the Asset has not been delivered or for any reason whatsoever.

ARTICLE 11

USE

- 11.1 The Borrower undertakes not to use the Asset either by himself or through his servants or agents for any purpose not permitted by the terms and conditions of the Insurance Policy nor do or permit to be done any act or thing which might render the Insurance invalid, and in particular, not to use the Asset / vehicle for transport of goods, articles, etc., in contravention of any of the provisions of the acts of Central and State Legislatures relating to Forest, Excise, Customs, GST, Prohibition, Opium, Railway property, Unlawful Possession, Gold Control, etc., and not to engage in any unlawful or illegal activity and the Borrower shall be responsible for any damage or loss sustained by the Lender in respect of the Asset, as a result of such wrongful or unlawful use. The Borrower undertakes to use the Asset only for the use indicated by the Borrower to the Lender and as stated in this Agreement, at his own costs and expenses.

ARTICLE 12 INSURANCE AND MAINTENANCE

- 12.1 In order to safeguard the security for the loan and to ensure that the lender's lien is marked on the insurance, the Borrower shall, immediately after signing this agreement; keep the asset insured against any loss or damage by accident or fire or other perils under a Comprehensive Policy including the risks against strikes, riots, civil commotions, floods and such wider liability to which the asset is normally exposed and unlimited third party liability risks with any insurance company and shall punctually pay all premia and other sums required for keeping the said insurance effective throughout the period of this agreement and produce and deliver (if so required by the Lender) any insurance policy, cover note or receipt on demand by the lender for its inspection and verification. Each insurance policy shall be in the name of the Borrower with the necessary endorsement in favour of the lender as 'loss payee' and additional endorsement in favour of the lenders' bankers, if so, required by the lender.
- 12.2 The Borrower shall not use the Asset for any purpose not permitted by the terms and conditions of the insurance policy and shall not do or permit to be done any act or thing, which might render the Insurance invalid.
- 12.3 The Borrower admits and confirms that it is the Borrower's prime responsibility to adequately insure the asset with a comprehensive insurance policy. The Borrower may at its/his/her sole discretion get the insurance done by the Lender on behalf of the borrower, by being a facilitator and making the premium payment to the approved insurance company through borrower post-dated cheque / pay order / any other payment instructions. However, any non-payment on the part of the Lender due to any reason will not affect the liability of the borrower to pay the necessary insurance premium to the insurance company and to keep the Asset insured.
- 12.4 The first claim on any insurance proceeds shall be that of the Lender. The Borrower hereby irrevocably authorizes the Lender to claim insurance proceeds to safeguard the interest of the Lender and appropriate the proceeds thereof against the dues of the Lender. The Borrower will comply with all directions of the Lender with respect to insurance policy and its renewal as stipulated from time to time.
- 12.5 The Borrower shall at his cost and without undue delay, carry out repairs to the Asset occasioned by any accident or for any other reason and shall produce bills in respect of insurance claim to the insurance company for settlement. If there are no over dues against the Borrower, the Lender shall pass on to him such benefits as the Lender receives from the insurance company in respect of claim.

ARTICLE 13 EVENTS OF DEFAULT

- 13.1 The Borrower failing to repay the Loan or any fee, charges, or costs, in the manner herein contained and any one of the instalments or any other amount due hereunder remains unpaid after the date which it is due; or
- 13.2 The Borrower (in case of being an individual and in case more than one, any one of them) dies or takes any step(s) or any steps are taken with a view to his being made insolvent in any jurisdiction or with a view to the appointment of a receiver, trustee or similar officer of any of his assets; or
- 13.3 If the Borrower (in case of being a corporate body or a partnership firm) takes any action or other steps are taken or legal proceedings are initiated by any third party against the Borrower for winding up, dissolution or reorganization or for the appointment of a receiver, trustee or similar officer on its assets, particularly on the hypothecated asset(s); or

- 13.4 If the Borrower sells encumbers or transfer or seeks to sell, transfer, create encumbrance on the hypothecated asset in any manner whatsoever without the express consent in writing of the Lender; or
- 13.5 The Borrower fails to pay any insurance premium for the hypothecated Asset or the bank charges for dishonoured PDCs/ECS in accordance with the terms and conditions hereof; or
- 13.6 The hypothecated Asset being confiscated, attached, taken into custody by any authority or is subjected to any execution proceedings; or
- 13.7 The Borrower falling to pay any tax, impost, duty or other imposition or to comply with any other formalities required to be completed in respect of the hypothecated Asset under law from time to time; or
- 13.8 The hypothecated Asset being stolen, is untraceable for any reason whatsoever, or
- 13.9 The Asset is distrained, endangered or damaged in any manner or rendered unfit for use or bodily injury is caused to the third party by accident with the Asset; or
- 13.10 Any of the PDCs/ ECS delivered or to be delivered by the Borrower to the Lender in terms and conditions hereof is not honoured for any reason whatsoever on presentation; or
- 13.11 Any instruction being given by the Borrower for stop payment of any PDCs/ECS given as per Article 2,10 for any reason whatsoever; or
- 13.12 The Borrower failing to supply a copy of the registration certificate of the Asset being the vehicle with hypothecation endorsement in favour of the Lender; or
- 13.13 Any circumstance arises which gives reasonable grounds in the opinion of the Lender that it is likely to prejudice or endanger the hypothecated Asset or the interest of the Lender therein or under this agreement; or
- 13.14 The Borrower failing to file the particulars of the Assets [both old and new vehicle(s)] as provided in this agreement; or
- 13.15 The Borrower committing breach of any of the terms, covenants and conditions herein contained or any information given or representations made by the Borrower to the Lender under this Agreement or any other document submitted by the Borrower being found to be inaccurate or misleading; or
- 13.16 There exists any other circumstances, which in the sole opinion of the Lender, jeopardizes the Lender's interest.
- 13.17 The Borrower / Guarantor becomes or declared or adjudged as insolvent / bankrupt by any court of law/tribunal (including NCLT) or goes into liquidation or dissolution, whether voluntary or compulsory, or is unable to pay its debts as they become due or proposes or makes a general assignment or arrangement or composition with or for the benefit of its' creditors or a receiver is appointed to take possession of any asset or a petition for insolvency/bankruptcy or enforcement of a decree for recovery of money / asset is filed against the Borrower / Guarantor and such petition is not dismissed within 90 (Ninety) days after filing and any forbearance/postponement of action by the Lender shall not amount to waiver of its rights; or
- 13.18 Any default being committed by the Borrower in discharging its liabilities under any other Agreement entered into between the Lender and the Borrower, in any capacity.
- 13.19 The Borrower/Guarantor using the asset in contravention to the provisions of Motor Vehicles Act or Central Motor Vehicle Rules or any other laws/rules/ordinances/GOs, including Juvenile Justice Act, Forest, Customs, Narcotics, Mines and Minerals etc., or in violation of any laws relating to environment, health, safety, labour or public disclosure.

**ARTICLE 14
LENDER'S RIGHT**

- 14.1 The Borrower/Guarantor shall disclose to the Lender all his financial liability that will affect this contract in any capacity. The Lender shall be entitled to terminate the contract, if there is any adverse report on the Borrower/Guarantor, found at any time after the execution of the Agreement including about all beneficial owners or Director or Partner or Trustee etc., and in which event the entire monies payable by the Borrower and the Guarantor becomes payable forthwith to the Lender without any demand/notice. The Lender shall be entitled to adjust / realize all monies, including any deposits, shares and securities held by the Lender and refund the balance, if any.
- 14.2 The occurrence of any/all of the aforesaid Events of Default shall entitle the Lender to intimate the Borrower that the entire sum of money and all other sums and charges of whatsoever nature, including but not limited to, interests on account of default in payment of insurance premia (if premium availed through the facilitation services rendered by the Lender) and or on account of other taxes which would have been payable by the Borrower, if the Agreement had

run to its full term, have become due and payable forthwith. The Lender shall be entitled to charge an extra percentage at a rate specified in the Schedule - I on the outstanding loan dues and demand all the aforesaid amounts be repaid to the Lender immediately. The Lender may at its discretion by a notice in writing call upon the Borrower/Guarantor to rectify the event of default within the period specified in such notice.

- 14.3 Upon occurrence of any/ all of the aforesaid events of default, the Borrower shall be liable to pay the following to the Lender within 7 days from the date of issue of notice by the Lender;
- (a) Arrears of instalments;
 - (b) Instalments for the remaining period, which would have been payable by the Borrower. if the agreement had run to its full term;
 - (c) Additional interest at the rate specified in the first schedule on the principal outstanding and on the other amounts due;
 - (d) All other sums and charges of whatsoever nature, including but not limited to interest on account of default in payment of insurance premia, and on account of other taxes.

However, in extraordinary circumstances where there is a likelihood of the Borrower all or secreting or keeping the asset beyond the reach of the Lender or the Borrower using asset for unlawful purposes on the Borrower subjecting the Assets to abnormal wear and tear and/or alienating such other Asset of the Borrower which provide additional cover to the Lender for recovery of the amount due under the agreement, the Lender shall be entitled to take such steps including seizure of the Asset without any notice to the Borrower.

- 14.4 In the event of failure of the Borrower in complying with the demand in the said notice the Borrower shall be bound to surrender the asset to the Lender within 7 days from the date of issue of notice by the Lender at the cost of the Borrower at such location, as the Lender may designate, in the same condition in which it was originally delivered to the Borrower ordinary wear and tear excepted, failing which, the Lender shall be entitled to seize the Asset wherever it is, without any further notice. The Borrower shall not prevent or obstruct the Lender from taking the possession of the Asset. For this purpose, the Lender's authorised representatives, employees, officers and agents will have unrestricted right of entry and shall be entitled to enter upon the premises, or garage, or godown, where the Asset shall be lying or kept, and to seize the Asset. In the event of the Borrower not cooperating, the Lender, if necessary, have the right to break open any such place where the asset is believed to be kept and to seize the Asset. The Lender will be well within its rights to use tow-van or any carrier to carry away the Asset. the Borrower shall be liable to pay any towing charges and other such expenses incurred by the lender in connection with the seizure of the asset and for its sale etc.

- 14.5 After seizure of the asset by the lender's authorised representatives', employees, officers and agents will prepare an inventory of the Asset. The Lender will send a notice after seizure or surrender of the Asset by the Borrower along with a copy of the inventory granting the Borrower 7 days' time from the date of issue of notice by the lender to settle the contract and to take back the vehicle. The Borrower shall, in the event of failing, to settling the contract within the time limit mentioned above, deliver all original documents relating to the Asset including the RC book, Tax token Permit and insurance Certificate/ Policy etc., in the case of Asset being vehicle, if the said documents were not available in the vehicle at the time of seizure or surrender and shall render all assistance including execution of necessary documents for transfer of the Asset in favour of the Lender or its nominees or its agents or the purchaser of the asset identified by the Lender. If, however, the Borrower fails to render necessary assistance for transfer of the Asset, the Lender shall be entitled to take all such steps unilaterally as may be necessary to facilitate early sale of the Asset.

- 14.6 Neither the Lender, nor its agents, officers, nominees shall be in any way responsible and liable and the Borrower hereby agrees not to make the lender or its officers, agents or nominees liable for any loss, damage, limitation, or otherwise for any belongings and articles that might be kept or lying in the hypothecated asset at the time of taking charge and or possession of seizure of the hypothecated asset.

- 14.7 On the Borrower repaying the amount due to the lender in full to the satisfaction of the Lender, the Lender agrees to return the Asset to the Borrower. The Lender may at sole discretion also agree to release the Asset on part payment of the dues on such undertaking / conditions which the Lender may prescribe. The Borrower shall pay all costs of seizure / surrender the expenses incurred by the Lender after seizure / surrender, including garage rent etc. The Borrower shall acknowledge delivery receipts addressed to the lender which is an acknowledgment that Borrower has taken delivery of the asset in the same condition in which it was seized/ surrender

- by the Lender / Borrower together with the documents and articles kept in the vehicle. The Borrower shall not raise any dispute nor make any claim regarding seizure of the Asset or condition of the Asset or any documents and articles kept in the Asset at the time of seizure/ surrender of the asset.
- 14.8 The Lender shall in any/ all the aforesaid Events of default, be entitled to and the Borrower hereby irrevocably authorises the Lender to sell / transfer / assign the Asset either by public auction or by private treaty or otherwise howsoever, and appropriate the proceeds thereof towards repayment of all the outstanding amounts from the Borrower to the Lender under this agreement. The Lender shall after repossession/surrender of the Asset will follow the following procedure for sale/auction of the property
- a) As set out above after repossession/surrender of the asset a notice will be issued to the Borrower to settle the dues within 7days form the date of issue of notice by the Lender
 - b) If the borrower settles the dues up to date to the satisfaction of the Lender the Asset will be releases to the Borrower however subject to such terms and conditions as may be imposed by the Lender for discharging the future dues promptly and to adhere to the terms and conditions of the loan agreement by the Borrower.
 - c) If the Borrower fails to settle the dues within 7 days from the date of issue of notice by the Lender, the Lender will obtain 3 competitive quotes from the prospective buyers alternately the lender will sell the Asset through Online Public Auction mechanism whichever the Lender deems fit and proper in its judgment.
 - d) In Both the cases the Lender will ensure that the Asset is sold to the highest successful bidder.
- 14.9 If the sale proceeds are not sufficient to meet all the dues of the Lender, the Borrower shall be liable to pay for any deficiencies after the said appropriation. In case the borrower fails to make the shortfall after the sale of the asset, the Lender shall initiate appropriate legal action for recover of the such loss/ shortfall in the loan account. In case there is any surplus after adjusting the dues of the Lender, the same shall be paid to the Borrower. Nothing contained in this article shall oblige the Lender to seize or sell the asset and the Lender shall be entitled to proceed against the Borrower or Guarantor(s), if any independently of such security, particularly the Lender deprived of seizing the Asset for any reason whatsoever.
- 14.10 The Borrower shall not be entitled to raise any objection regarding the regularity of the sale and / or actions taken by the Lender nor shall the lender be liable / responsible for any loss that may be occasioned from the exercise of such power and / or may arise from any act or default on the part of any broker or auctioneer or other person or body engaged by the Lender for the said purpose.
- 14.11 The Lender may, in its absolute discretion and without any further notice to the Borrower/Guarantor grant/transfer/assign/sell to any person / bank / financial institution, or whomsoever, any of its rights under the Agreement and other documents executed by the Borrower/Guarantor and of the terms attached thereto, including the right to receive the balance under loan facility and in particular may grant/ transfer/ assign such rights by way of charge or as a security and any person to whom such rights are granted/transferred/assigned shall be entitled to the full benefit of such rights. The Agreement shall be binding upon the Borrower/Guarantor and shall inure for the benefit of the Lender and its successors in title and assigns.
- 14.12 The Lender may appoint any Independent Agent / Agencies / Asset Reconstruction Companies (ARC) for recovery of loan dues from the Borrower/Guarantor and such Agent/Agencies/ARC including the employee of the Lender or its' Service Provider Company may recover the loan dues from the Borrower and/or Guarantor any time during currency of the loan or thereafter, either at his/her/their place of residence or place of business or elsewhere.
- 14.13 The Lender may recall the entire loan or make demand to accelerate payment or performance under the Agreement or seek additional securities / guarantees at any point of time during the time during the tenure of loan. A notice to that effect will be issued to the Borrower by the Lender.
- 14.14 In case of death of the Borrower and/or Guarantor, the Lender may either opt to implead/substitute any one or more of the legal heirs of the deceased Borrower and/or Guarantor by way of the substitution / supplementary agreement or pay and close the loan account/s in full. In such case of substitution, the Lender may send an intimation letter to the other party/ies, regarding execution of the substitution / supplementary agreement in this regard by the legal heir/s of the Borrower and/or Guarantor. In case of failure to do so, the Lender may

choose and execute a substitution agreement with any one or more of the legal heirs of the Borrower and/or Guarantor. The Borrower and/or Guarantor shall not question the discretion of the Lender in this regard. The option exercised under this clause is without prejudice to the right of the Lender to recall the loan.

- 14.15 Notwithstanding anything contained in the Agreement, the Lender shall be entitled to repossess the asset, after due notice in that regard whether the entire Loan amount has been recalled or not, whenever, at the absolute discretion of the Lender, there is likelihood of the dues of the Lender not being paid by the Borrower/Guarantor and/or the asset is likely to be transferred by the Borrower to defeat the security and/or the payment of the due amounts of the Lender.
- 14.16 On demand being made by the Lender, or if required by the Lender upon happening of any Events of Defaults, the Borrower/Guarantor shall:
- a) give immediate and actual possession of the hypothecated Asset to the Lender, its nominees or agents (as the case may be);
 - b) transfer, deliver and endorse all registrations, policies, certificates and documents relating to the asset to the Lender, its nominees or agents (as the case may be).
- 14.17 The Lender or its officers, agents or nominees shall not be in any way responsible for any loss, damage, limitation, or depreciation that the asset may suffer or sustain on any account whatsoever whilst the same is in the possession of the Lender, its officers, agents or nominees or because of exercise or non-exercise of the rights, powers, or remedies available to the Lender or its officers, agents or nominees and all such loss, damage or depreciation quantified in terms of money shall be debited to the account of the Borrower howsoever the same may have been caused.
- 14.18 Neither the Lender nor its agents, officers or nominees shall be in any way responsible and liable and the Borrower hereby agrees not to make the Lender or its officers, agents or any nominees liable for any loss, damage, limitation or otherwise for any valuables, belongings and articles that may be kept or lying in the asset at the time of taking charge and/or possession, or seizure of the asset.
- 14.19 The Lender shall be entitled to recover from the Borrower all expenses (including legal costs on full indemnity basis) incurred by or on behalf of the Lender as per law in force or Fair Practice Code of the Lender in ascertaining the whereabouts of the asset, taking possession, garaging, insuring, transporting and selling the asset and of any legal proceedings that may be filed by or on behalf of the Lender to enforce the provisions of this agreement. It is expressly clarified that the remedies referred to herein above shall be in addition to and without prejudice to any other remedy available to the lender either under this agreement, or under any other agreement / undertaking, or in law or equity.
- 14.20 Notwithstanding anything to the contrary contained in section 151 of the Indian Contract Act, the Lender or its officers, agents or nominees shall not be in any way responsible for any loss, damage, limitation, or depreciation that the hypothecated Asset may suffer or sustain on any account whatsoever whilst the same is in the possession of the Lender or its officers, agents or nominees or because of exercise or non-exercise of the rights, powers, or remedies available to the Lender or its officers, agents or nominees and all such loss, damage or depreciation shall be debited to the account of the Borrower howsoever the same may have been caused.
- 14.21 The Lender or its officers, agents or nominees shall at all times observe the code of its commitment to the customers viz., RBI Guidelines, internal Fair Practice Code etc., and to comply with all the requirements of the KYC norms.
- 14.22 The Lender shall be entitled at its discretion to maintain statements of account in its books in respect of the unpaid installments of principal and/or interest and other charges and additional finance charges for the purpose of effective control and monitoring of recovery thereof. The Borrower hereby acknowledges that Borrower shall be liable to repay such outstanding amounts as due and payable under the both the statements of account and shall continue to be secured by the security created for securing the Facility.

ARTICLE 15

DISCLOSURE OF INFORMATION BY LENDER

- 15.1 The Borrower/Guarantor hereby confirm and certify that all information and data furnished by him/them herein to the Lender are true. The Borrower/Guarantor hereby expressly give consent to the Lender to disclose any/all information/s, at any point of time, relating to conduct and operations of the account/s to the RBI and / or any other Agency/ Authority such as Credit Information Bureau (India) Ltd., appointed/designated by RBI/any Statutory Authority or Courts of Law on being called upon to disclose such information in writing or by any order / direction

or as the case may be. The Lender without any further notice or intimation to Borrower/Guarantor, can disclose and supply any information to RBI and/or any Agency/Authority appointed by RBI and/ or Central Registry of Securitization Asset Reconstruction and Security Interest of India (CERSAI) and/or Registrar of Companies (ROC), Information Utility (IU) etc. The Borrower/Guarantor, further agree that RBI and/or Legal Entity Identifier and/or any other Authority so appointed can compile such data and/or information and can convey/supply such data and/or information and/or results thereof to Government/s, RBI, other banks, and/or financial institutions for any reasons whatsoever, for Credit Discipline in banking and finance industry in India. The Borrower/Guarantor expressly waive their right and discharge the Lender and/or RBI and/or any other Authority appointed by RBI from any liability for disclosure and/or use of such information on account of breach of any secrecy clause. Further, Lender may on its own or through its agent(s) make references, do deduping / verification / validation / checking enquiries relating to the information in the application /agreements / any other related documents submitted by Borrower/Guarantor.

15.2 The Borrower/Guarantor hereby authorises and permits the Lender and any officer of the Lender to disclose any customer information in relation to the Borrower/Guarantor or any other information whatsoever in relation to the Borrower/Guarantor and/or any agreement or document entered into by the Borrower/Guarantor or any other person in relation to any Facilities as the Lender shall consider appropriate for any such commercial, financial, administrative, funding or business purposes as the Lender thinks fit to:-

- a) any affiliate of the Lender; and
- b) any other person:
 - (i) to (or through) whom the Lender assigns or transfers or sells (or may potentially assign or transfer) all or any of its rights and obligations under the loan facilities;
 - (ii) with (or through) whom the Lender enters into (or may potentially enter into) any participation or sub-participation in relation to, or any other transaction, under which payments are to be made by reference to the loan facilities or the Borrower/Guarantor;
 - (iii) with (or through) whom the Lender enters into (or may potentially enter into) any transaction in connection with the purchase or sale of any credit insurance or any other contractual protection or hedging with respect to the Borrower' obligations under the Facilities;
 - (iv) any rating agency, insurer or insurance broker of, or direct or indirect provider of credit protection to the Lender or its affiliates;
 - (v) any court or tribunal or regulatory, supervisory, governmental or quasi-governmental authority with jurisdiction over the Lender or its affiliates;
 - (vi) pursuant to the processing or management of data relating to any facility or proposed facility or the Borrower;
 - (vii) to whom such disclosure is considered by the Lender to be in the Lender's interests.
 - (viii) to any Authority empowered under any Law, Act, Rules and/or Regulation to disclose any information and provide documents pertaining to any account, facility availed or to be availed by Borrower or Guarantor or relating to the Borrower or Guarantor or Security Provider;

15.3 The Borrower/Guarantor hereby agrees as a pre-condition of the loan facilities given to them by the Lender that in case the Borrower/Guarantor commits default in the repayment of the loan facilities or in the repayment of interests thereon or any of the agreed instalment of a loan facility on due date/s, the Lender and/or the RBI will have an un-qualified right to disclose or publish the name/s of the Borrower/Guarantor or the name/s of its partner/s or Directors or the name/s of the Guarantor as defaulter/s in such manner and through such medium as the Lender or RBI in their absolute discretion may think fit.

15.4 The Borrower/Guarantor hereby confirms and accepts that as pre-condition, relating to the grant of the said loan facilities to them, the Lender requires their consent for the disclosure of information and data relating to them of the loan facilities availed / to be availed by them, obligations assumed / to be assumed by them, in relation thereto and default, if any, committed by them, in discharge thereof. Accordingly, the Borrower/Guarantor hereby agrees and gives consent for the disclosure by the Lender of all or any such:

- a) information and data relating to the Borrower/Guarantor;

- b) the information or data relating to any credit facility availed of / to be availed by the Borrower/Guarantor; and
 - c) default, if any, committed by the Borrower, in discharge of the Borrower such obligation;
 - d) as the Lender may deem appropriate and necessary, to disclose and furnish to Credit Information Bureau (India) Limited and any other agency authorized in this behalf by RBI.
- 15.5 The Borrower/Guarantor undertakes that:
- a) the Credit Information Bureau (India) Limited and any other agency so authorized may use, process the said information and data disclosed by the Lender in the manner as deemed fit by them; and
 - b) the Credit Information Bureau (India) Limited and any other agency so authorized may furnish for consideration, the proposed information and data of products thereof prepared by them, to banks / financial institutions and other credit grantors or registered users, as may be specified by the RBI in this behalf.
- 15.6 The Borrower/Guarantor hereby gives specific consent to the Lender for disclosing / submitting the “financial information” as defined in Section 3 (13) of the Insolvency and Bankruptcy Code, 2016 (‘Code’ for brief) read with the relevant Regulations / Rules framed under the Code, as amended and in force from time to time and as specified thereunder from time to time, in respect of the credit / financial facilities availed from the Lender, from time to time, to any ‘Information Utility’ (‘IU’ for brief) as defined in Section 3 (21) of the Code, in accordance with the relevant Regulations framed under the Code, and directions issued by RBI to the banks/financial institutions from time to time and hereby specifically agree to promptly authenticate the “financial information” submitted by the Lender, as and when requested by the concerned ‘IU’.
- 15.7 The Borrower/Guarantor hereby agree and expressly give consent to the Lender to disclose/share any/all data/information at any point of time viz., details of Borrower/Guarantor, loan availed, overdue in the loan account and legal cases initiated for recovery etc., to the vehicle/equipment manufacturers including Original Equipment Manufacturers (OEM) suppliers and the Borrower and/or Guarantor shall not object to the same and the same shall not amount to breach of any secrecy clause in the Agreement.
- 15.8 The Borrower/Guarantor hereby agree and expressly give consent to the Lender to disclose/share/sell any/all data/information of him/her/theirs at any point of time to its group companies or other entities and the Lender or its group companies may cross sell its product to the Borrower/Guarantor.
- 15.9 This Clause is not, and shall not be deemed to constitute, an express or implied agreement by the Lender with the Borrower for a higher degree of confidentiality than that are prescribed under law in force in India or other extant regulations and guidelines prescribed from time to time. The rights conferred on the Lender in this Clause shall be in addition to and shall not be in any way prejudiced or affected by any other agreement, expressed or implied, between the Borrower and the Lender in relation to any Borrower Information nor shall any such other agreement be in any way prejudiced or affected by this Clause.

ARTICLE 16

ENFORCEMENT OF SECURITY INTEREST

- 16.1 In the event of any default in the payment of installments, violation of the terms and conditions of the Agreement, the Lender may take all or any of the legal action herein referred and/ or before all the forums and also invoke its remedies available under the Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 (SARFAESI Act) applicable in respect of the recovery of non-performing asset. The Lender is entitled to recover and dispose the Secured Asset as per the SARFAESI Act. The lender is further entitled to recover the balance dues if any after disposal of the Secured Asset.
- 16.2 The Borrower and Guarantor expressly recognize and accept that the Lender shall be absolutely entitled and have full power and authority to sell, assign or transfer in any manner, in whole or in part, and in such manner and on such terms as the Lender may decide, to any third party of the Lender’s choice without reference to or without written intimation to the Borrower and Guarantor. This includes reserving the right to the Lender to retain its power hereunder to proceed against the Borrower and Guarantor on behalf of the purchaser, assignee or transferee, for any or all outstanding dues of the Borrower and Guarantor. Any such action

and any such sale, assignment or transfer shall bind the Borrower and Guarantor to accept such third party as creditor exclusively or as a joint creditor with the Lender, or as creditor exclusively with the right to the Lender to continue to exercise all powers hereunder on behalf of such third party and to pay over such outstanding amounts and dues to such third party and/or to the Lender as the Lender may direct. The Borrower and Guarantor acknowledge and undertake to pay to third parties the difference between the total loan amount and the amount received by the Lender, in the event of transfer of the portfolio to a third party. The third party shall have authority of the Lender to collect the due amounts.

ARTICLE 17 PREPAYMENT

- 17.1 If the Borrower desires to prepay the Loan earlier than as indicated in the second Schedule, foreclosure charges as indicated in the first Schedule shall be payable by the Borrower on the balance outstanding on the date of such foreclosure in addition to the Loan. The prepayment shall take effect only when cash has been paid in or cheques have been cleared.

ARTICLE 18 SECURITISATION

- 18.1 The Borrower expressly recognizes and accepts that the Lender shall be absolutely entitled and have full power and authority to sell, assign or transfer in any manner, in whole or in part, and in such manner and on such terms as the Lender may decide, including reserving a right to the Lender to retain its power hereunder to proceed against the Borrower on behalf of the purchaser, assignee or transferee, any or all outstanding and dues of the Borrower, to any third party of the Lender's choice without reference to or without written intimation to the Borrower. Any such action and any such sale, assignment or transfer shall bind the Borrower to accept such third party as creditor exclusively or as a joint creditor with the Lender, or as creditor exclusively with the right to the Lender to continue to exercise all powers hereunder on behalf of such third party and to pay over such outstanding and dues to such third party and or to the Lender as the Lender may direct. The Borrower acknowledges and undertakes to pay to third parties the difference between the loan amount outstanding and the amount received by the Lender in the event of transfer of the portfolio to a third party. The third party shall have authority of the Borrower (s) to collect the due amounts.

ARTICLE 19 LENDER'S RIGHT TO APPOINT AGENCY

- 19.1 That the Borrower and Guarantor agree, understand, and acknowledge that the Lender may outsource any or all its services to a Third Party / Agency, in relation to loan availed by them. The Borrower expressly recognizes and accepts that the Lender shall without prejudice to its right to perform such activities itself or through its officers or servants, be absolutely entitled and have full powers and authority to appoint one or more third parties of the Lender's choice and to transfer and delegate to such third parties the right and authority to process the loan application and/or do collection on behalf of the Lender the instalments/ interest/ other charges due to the Lender under this agreement and to perform and execute all acts, deeds, matters and things connected therewith or incidental thereto including sending notices of demand, attending the residence or office of the Borrower or otherwise contacting the Borrower for receiving the amount due or for taking over the possession of asset as the case may be.

ARTICLE 20 NOTICES

- 20.1 Any notice, letter and other document shall be sent to the address as stated in this Agreement or the address notified by the Borrower and/or Guarantor, either personally or by registered/speed post with acknowledgment due or by courier or by any other means of electronic transmission of documents such as fax message, registered e-mail or mobile number enabled WhatsApp or other similar applications etc. The Borrower and Guarantor specifically agree, acknowledge and consent that any notice / documents sent to registered e-mail ID or mobile number (enabled with WhatsApp or other similar application) etc., of the Borrower and/or Guarantor or his/her/their authorised person shall be deemed to be a proper service and Borrower and Guarantor shall not question the authenticity of the same. The notice, letter and/or other document sent by registered/speed post with acknowledgment due or courier shall be deemed to have been received by the Borrower and/or Guarantor, 3 days after it has been

despatched by the Lender and any e-service through e-mail or mobile number or other electronic mode of service shall be deemed as served immediately after the same is being sent by the Lender.

- 20.3 A certificate in writing signed by an officer of the Lender stating the amount at any particular time as due shall be conclusive evidence both against the Borrower and Guarantor.
- 20.4 Any change in address, e-mail or mobile number of the Borrower and/or Guarantor, shall be notified to the Lender in writing within one week of such change.
- 20.5 In all correspondence, the Agreement number should be quoted.
- 20.6 All correspondence shall be addressed to the Lender at the corporate office address of the Lender mentioned in the description of parties appearing in the preamble to this Agreement. No notice to the Lender shall be effective until received by the Lender.
- 20.7 A notice sent to the Borrower shall be deemed to be the notice served on the Co-borrower and Guarantor also.

ARTICLE 21 PARTIAL INVALIDITY

- 21.1 If any provision of this Agreement or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent for any reason including by reason of any law or regulation or government policy, the remainder of this Agreement and the application of such provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. Any invalid or unenforceable provision of this Agreement shall be replaced with a provision, which is valid and enforceable and most nearly reflects the original intent of the unenforceable provision, in a mutually agreeable manner.

ARTICLE 22 DISPUTE RESOLUTION AND ARBITRATION

- 22.1 All disputes (includes default committed by the Borrower/Guarantor as per this Agreement), differences and/or claim arising out of or touching upon this Agreement whether during its subsistence or thereafter shall be settled by arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996, or any statutory amendments thereof and shall be referred to Sole Arbitrator nominated by the Lender. The seat, place and venue of Arbitration proceedings shall be at Chennai and the language shall be in English. The award, including any interim award/s given by the Arbitrator shall be final and binding on all Parties concerned. The Arbitrator shall give reasons for the award including interim award/s. The cost of the arbitration shall be equally borne by the Parties. The Borrower/Guarantor specifically waives his/her/their right to challenge the appointment of the Sole Arbitrator by the Lender provided under Section 12 of Arbitration and Conciliation Act, 1996.
- 22.2 It is a term of the Agreement that in the event of such an Arbitrator to whom the matter has been originally referred, resigns or dies or being unable to act for any reason, the Lender, at the time of such death of the arbitrator or of his inability to act as arbitrator, shall appoint another person to act as arbitrator and such a person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor.
- 22.3 It is specifically agreed that the disputes between the parties may be resolved through "Online Dispute Resolution" (ODR) mechanism. The Arbitrator may send the notices, claim statement, documents, replies, counters, adjournment letters etc., of the arbitration proceeding to the Borrower/Guarantor's his/her/their registered e-mail ID or mobile number and the same shall be considered as proper service on the Borrower/Guarantor. If the parties agree, the Arbitrator may record oral evidence through video calling facility also. Any notices, claims, replies, rejoinders, letters and documents can be sent by a Party to the e-mail ID of the Arbitrator and the Arbitrator, subject to its genuineness may consider the same for adjudicating the dispute.

ARTICLE 23 LAW AND JURISDICTION

- 23.1 This Agreement shall be governed by and construed in accordance with the laws of India and shall be subject to the jurisdiction of the Courts in Chennai city to the exclusion of all other Courts.

ARTICLE 24

ENTIRE AGREEMENT

- 24.1 This Agreement (including the first and the second Schedules) along with the documents executed or to be executed by the Borrower in favour of the Lender pursuant to this Agreement shall constitute the entire agreement between the Parties hereto with respect to its subject matter.

ARTICLE 25 TERMS AND TERMINATION

- 25.1 This Agreement shall come into effect from the date of this Agreement and shall terminate only upon the Borrower making full repayment to the Lender of the Loan, interest thereon and all on charges and dues payable by the Borrower, to the Lender under this Agreement.

ARTICLE 26 CLASSIFICATION OF ACCOUNT UPON DEFAULT

- 26.1 The Borrower / Guarantor agree and understand that shall as per the applicable circular issued by RBI from time to time on "Prudential Framework for Resolution of Stressed Assets" requires the Lender to recognize incipient stress in Borrower/Guarantor's accounts, immediately on default, by classifying them as Special Mention Account (SMA 1&2) and NPA.

- 26.2 It is further clarified that Borrower/Guarantor's accounts (*includes finance facilities availed from the Lender*) shall be flagged as overdue by the Lender as part of their day-end processes for the due date, irrespective of the time of running such processes. Similarly, classification of Borrower/Guarantor's accounts as SMA as well as NPA shall be done as part of day-end process for the relevant date and the SMA or NPA classification date shall be the calendar date for which the day end process is run. In other words, the date of SMA or NPA shall reflect the asset classification status of an account at the day-end of that calendar date as per the RBI norms applicable for NBFC.

Example: If due date of a loan account is March 31, 2021, and full dues are not received before the lending institution runs the day-end process for this date, the date of overdue shall be March 31, 2021. If it continues to remain overdue, then this account shall get tagged as SMA-1 upon running day-end process on April 30, 2021 i.e., upon completion of 30 days of being continuously overdue. Accordingly, the date of SMA-1 classification for that account shall be April 30, 2021.

Similarly, if the account continues to remain overdue, it shall get tagged as SMA-2 upon running day-end process on May 30, 2021 and if continues to remain overdue further, it shall get classified as NPA upon running day-end process on June 29, 2021.

- 26.3 It is further clarified that the instructions on SMA or NPA classification of Borrower/Guarantor's accounts are applicable to all loans, including retail loans, irrespective of size of exposure.
- 26.4 It is further agreed and understood by the Borrower / Guarantor that the loan accounts classified as NPAs may be upgraded as 'Standard' asset, only if entire arrears of interest and principal are paid by the Borrower/Guarantor.

ARTICLE 27 EXECUTION OF ELECTRONIC / DIGITALIZED DOCUMENTS

- 27.1 The Borrower and Guarantor hereby agree, understand, acknowledge and confirm that he/she/they are executing the Agreement and connected documents in electronic / digitalized form (where applicable) and he/she/they has/have agreed, verified and confirmed the same through an OTP (One-Time Password) and/or e-link sent to his/her/their declared/registered mobile number(s) and/or his/her/their registered e-mail ID(s) or any other accepted mode of verification in use from time to time.
- 27.2 The Borrower and Guarantor agrees and undertakes that he/she/they will not question the authenticity of the Agreement and other documents and the consent is hereby given by him/her/them in e-form, in future for want of any physical signature and/or acceptance.
- 27.3 The Borrower and Guarantor is/are availing the online loan facility in accordance with the terms contained herein entirely at his/her/their own risk and consequences as per Information Technology Act and regulations. The Borrower and Guarantor undertakes that on clicking on "I Agree", it shall be construed that the Borrower and Guarantor has/have duly executed the Agreement and connected documents and accepted all the terms and conditions contained herein and he/she/they shall not raise any demur or protest in relation to the same, in future. The Borrower and Guarantor is aware that the Lender shall agree to become a party to the

Agreement only after satisfying itself with regard to all conditions and details filled by the Borrower and Guarantor in the Application for the loan and the Agreement is in consonance with the Lender's policy.

- 27.4 The Borrower and Guarantor understands and acknowledges that internet is not necessarily a secure means of transmission of data. The Borrower and Guarantor acknowledges and accepts that such transmission methods involve the risk of possible virus attacks, unauthorized interception of data, alteration of data, unauthorized usage for whatever purposes. The Borrower and Guarantor agrees to hold the Lender free and harmless from all losses, costs, damages, expenses that may be incurred by the Borrower and Guarantor due to any errors, delays or problems in transmission or unauthorized / illegal interception, alteration, manipulation of electronic data, virus attacks / transmission to the Borrower's system otherwise caused by using Internet as a means for availing the loan. However, the Borrower and Guarantor is/are desirous of availing the loan and provide instructions ("Instructions") to the Lender through e-mail and/or online mode for various matters under the Agreement including in relation to the Loan and the operation thereof.
- 27.5 The Lender shall be entitled (without being bound to do so) to rely upon the Instructions provided through e-mail (and believe the same to be genuine), for any of their requirements. In case of any question as to what were the Instructions provided or received, the records of the e-mail received by the Lender from the Borrower and Guarantor shall be final. The Borrower and Guarantor shall ensure that the Instructions given through e-mail to the Lender are executed by a person duly authorised in this behalf ("Authorised Person") and the Lender shall not be responsible for conducting any verification in this regard, of whatsoever nature.

ARTICLE 28 MISCELLANEOUS

- 28.1 **Language**
English shall be used in all correspondence and communications between the Parties at the option exercised by the Borrower as per the loan application form.
- 28.2 **Amendments**
No changes, modifications or amendments of the terms of this agreement and no waiver of any of the terms or conditions hereof shall be valid or binding unless made in writing and duly executed by the Borrower in favour of the Lender. Any changes made to this Agreement will be prospective.
- 28.3 **Cumulative Rights**
All remedies of Lender under this agreement whether provided herein or conferred by statute, civil law, common law, custom, trade or usage are cumulative and not alternative and be enforced successively or concurrently.
- 28.4
- 28.5 **Further Assurance:** The Borrower and Guarantor shall execute necessary agreements viz., supplement, top-up, addendum, and additional schedules with the Lender as the case may be, during the tenure of the Agreement or before the issuance of No Objection Certificate or No Dues Letter, whichever is earlier.
- 28.6 **Benefit of this Agreement:** This Agreement and other connected agreements shall be binding upon and shall inure to the benefit of each party thereto and its successors in title or heirs, administrators, assigns as the case may be.
- 28.7 **Waiver Clause:** Any delay in exercising or omission to exercise any right, power or remedy accruing to the Lender under the Agreement or any other agreement or document shall not impair any such right, power or remedy and shall not be construed to be a waiver thereof or any acquiescence in any default; nor shall action or inaction of the Lender in respect of any default or any acquiescence in any default, affect or impair any right, power or remedy of Lender in respect of any other default.
- 28.8 **Survival:** That the provisions relating to Arbitration or any other recourse available to the Lender for the recovery of dues and/or enforcement of security interest shall survive even after the termination of the Agreement.
- 28.9
- 28.10 The Borrower's liability under this Agreement shall be joint and several.

ARTICLE 29 ACCEPTANCE

The Borrower and Guarantor hereby declares as follows:

- 29.1 **That the Agreement, Sanction Letter and other documents have been read over and explained to them in the language understood by him/her/them and they have understood the entire meaning of all the clauses.**
- 29.2 They have read the entire Agreement and other terms and conditions and material details given in the Schedules, which have been filled in their presence and they shall be bound by all the clauses, terms and conditions provided to him/her/them in the Sanction Letter and Welcome Letter issued by the Lender and the same shall be read as part of parcel of the Agreement and shall apply "mutatis mutandis".
- 29.3 This Agreement is executed by the Borrower and Guarantor after reading, agreeing, understanding all the terms and conditions such as Definitions, Loan Amount, Disbursement & Mode of Repayment / Condition Precedent / Prepayment, Rate of Interest/s Charged (ROI), Charges/Fees/Taxes (pre-payment/bullet payment etc.) payable, Notification of change in rate of interest and charges, Appropriation of Payments by Lender, Security & Its Enforcement, Liabilities / Representation / Covenants / Undertaking of Borrower and/or Guarantor, Disclosure of Information by the Lender, Asset & its Delivery / Use / Insurance / Maintenance, Collateral Provided by Borrower/Guarantor, Events of Default, Lender's Rights, Assignments, Agency, Execution of Electronic / Digitalized Documents etc., more detailed in the Agreement.
- 29.4 They hereby acknowledge that the entire Agreement contains only standard clauses which are common to all such Borrower and hence agree to be bound by the terms contained herein, even if the signature of the Lender's Officer is affixed only in the first page and/or last page and/or in the Schedules. However, it is agreed and understood that the Borrower and Guarantor shall be bound to sign in all the pages, and in case, the Borrower/Guarantor inadvertently omits to sign any page(s) in the Agreement, it will not invalidate the Agreement. The format of the Agreement contains standard clauses and has also been hosted in the website of the Lender viz., www.hindujaleylfinance.com._The Borrower and Guarantor, may download it directly from the website of the Lender.
- 29.5 They hereby understand, unequivocally agree and consent that the Agreement is legal and binding on them, irrespective of order of execution, timing differences, if any, in execution of the Agreement by the parties. They further note and agree that they have used Aadhaar and/or PAN credentials and vide URL Link received in their Registered Mobile Number (RMN), voluntarily and without any force or coercion and / or misrepresentation and after thorough reading, understanding and comprehension all the clauses of this Agreement. Any subsequent changes made to / in his/her/their validation credentials viz., Address / Mobile Number etc., and shall not adversely impact the digital execution of the agreement as done herein. They also note that the Lender has no control over the URL link being forwarded (once received in a designated / Registered Mobile Number) and thus agree to keep the Lender indemnified of any/all risks of whatsoever nature arising out of / during the execution of this Agreement by any other third party.
- 29.6 That they specifically agree that after the tenure or closure of the Agreement whichever is later and six months thereafter, the Lender is at liberty to convert the Agreement to any other suitable electronic or other forms as may be appropriate as per the prevailing law at that point of time including the Lender's option to destroy the Original Agreement after converting it in to an electronic / digital image and preserve the image for the purpose of the reference / verification / production of the same before any Court / Authority. The Borrower and/or Guarantor as the case may be shall not have any objection and shall not dispute the contents of the electronic image of the Agreement. The Borrower and/or Guarantor shall not demand the production of the original in physical form at any time after the period stipulated herein.
- 29.7 That they agree and acknowledge that only direct telephone numbers (not board / general telephone numbers of offices / corporate / employer) will be accepted for registration of "Do not call" request. And that they may receive call(s) from the Lender to verify correctness of the request for registration. They further note that, the Lender may use Borrower and/or Guarantor contact details to contact them and offer carefully selected products and services from time to time either directly (or) through its agents (or) authorised representatives. That they also note and consent to receive information on product / services etc., for marketing purposes through Telephone / Mobile / SMS / Email (as recorded with the Lender) from the Lender / its authorised agents.
- 29.8 That they agree that the Agreement shall be concluded when the last party signs the Agreement.
- 29.9 The Borrower further agrees and acknowledges the receipt of copy of this Agreement and Sanction Letter and the Lender has provided the same in compliance with Fair Practice Code.

29.10 The Borrower further understands that at their request, the Lender will be providing copies of this Agreement and other documents as a part of disbursement welcome kit. However, any requests by the Borrower for additional copies shall attract charges as fixed by the Lender from time to time.

IN WITNESS WHEREOF the Agreement has been entered into between the parties on the day and year written hereinafter.

	Name	Signature
Lender	Hinduja Leyland Finance Ltd., Authorised Signatory	<input type="checkbox"/> _____
Borrower	_____	<input type="checkbox"/> _____
Co-Borrower	_____	<input type="checkbox"/> _____
Guarantor	_____	<input type="checkbox"/> _____

Witnesses:

1.

2.

SCHEDULE – I

DETAILS OF THE BORROWER					
Full Name					
S/D/W of					
Authorized Signatory		Designation of Signatory			
Residence Address					
State		Pincode			
Office Address					
State		Pincode			
Phone No.		E-Mail ID			
PAN		Voter ID			
Passport No.		Driving License No.			
DIN		Aadhaar No. (UID)	x	x	x
Virtual ID		CKYC ID	x	x	x
CIN		GST No.			
Udyog Aadhaar No.		Udhyam			
Constitution	<input type="checkbox"/> Individual	<input type="checkbox"/> Proprietorship	<input type="checkbox"/> OPC	<input type="checkbox"/> Partnership	<input type="checkbox"/> LLP
	<input type="checkbox"/> Pvt. Ltd., Co.	<input type="checkbox"/> Public Ltd. Co.	<input type="checkbox"/> Trust	<input type="checkbox"/> Association	<input type="checkbox"/> Society
	<input type="checkbox"/> Club	<input type="checkbox"/> Body of Individuals	<input type="checkbox"/> SPV	<input type="checkbox"/> Others	

DETAILS OF THE CO-BORROWER					
Full Name					
S/D/W of					
Authorized Signatory		Designation of Signatory			
Residence Address					
State		Pincode			
Office Address					
State		Pincode			
Phone No.		E-Mail ID			
PAN		Voter ID			
Passport No.		Driving License No.			
DIN		Aadhaar No. (UID)	x	x	x
Virtual ID		CKYC ID	x	x	x
CIN		GST No.			
Udyog Aadhaar No.		Udhyam			
Constitution	<input type="checkbox"/> Individual	<input type="checkbox"/> Proprietorship	<input type="checkbox"/> OPC	<input type="checkbox"/> Partnership	<input type="checkbox"/> LLP
	<input type="checkbox"/> Pvt. Ltd., Co.	<input type="checkbox"/> Public Ltd. Co.	<input type="checkbox"/> Trust	<input type="checkbox"/> Association	<input type="checkbox"/> Society
	<input type="checkbox"/> Club	<input type="checkbox"/> Body of Individuals	<input type="checkbox"/> SPV	<input type="checkbox"/> Others	

DETAILS OF THE GUARANTOR					
Full Name					
S/D/W of					
Authorized Signatory		Designation of Signatory			
Residence Address					
State		Pincode			
Office Address					
State		Pincode			
Phone No.		E-Mail ID			
PAN		Voter ID			
Passport No.		Driving License No.			
DIN		Aadhaar No. (UID)	x	x	x
Virtual ID		CKYC ID	x	x	x
CIN		GST No.			
Udyog Aadhaar No.		Udhyam			
Constitution	<input type="checkbox"/> Individual	<input type="checkbox"/> Proprietorship	<input type="checkbox"/> OPC	<input type="checkbox"/> Partnership	<input type="checkbox"/> LLP
	<input type="checkbox"/> Pvt. Ltd., Co.	<input type="checkbox"/> Public Ltd. Co.	<input type="checkbox"/> Trust	<input type="checkbox"/> Association	<input type="checkbox"/> Society
	<input type="checkbox"/> Club	<input type="checkbox"/> Body of Individuals	<input type="checkbox"/> SPV	<input type="checkbox"/> Others	

(B) LOAN AGREEMENT DETAILS					
Loan Agreement No.					
Place of Execution					
Agreement Date				Effective Date	
Addl. / connected Loan Agreement Nos. (if any)					

Purpose for which Loan amount will be utilized	
Lender's Branch	
Location & State	

No.	Item	Particulars	
(B)	Asset Particulars		
1	Description of Asset including Accessories		
2	Make		
3	Model		
4	Engine No.		
5	Chassis No.		
6	Registration No.		
(C)	Financial Details		
1	Cost of Asset		
2	Loan Amount		
3	Margin Money (if any)		
4	Rate of Interest - IRR	Annualised _____%	
5	Period		
6	Interest Charges		
7	Total No. of instalments		
8	Value of EMI's		
9	No. of advance EMI's (if any)		
10	Security deposit (if any)		
11	Rate of Interest on security deposit (%)		
12	First Year Insurance		
13	Second year Insurance		
14	Third year Insurance		
15	Out station cheque charges (if any)		
16	In case of used vehicle		
	(a) Insurance valid upto		
	(b) Second Presentation		
	(c) Collection Cheque bounce charges		
(D)	Other Charges		
1	Cheque Dishonouring Charges		
	(a) First Presentation	Rs. 500/-	or any other rate as stipulated by Lender from time to time plus applicable taxes and statutory levies
	(b) Second Presentation	Rs. 500/-	
	(c) Collection Cheque bounce charges	Rs. 500/-	
2	Other Charges including processing charges.	As stipulated by Lender from time to time plus applicable taxes and statutory levies	
3	Rate of Premium payable for premature closure	5% of the then outstanding amount of the facility or any other rate as stipulated by Lender from time to time plus applicable taxes and statutory levies	
4	Rate of Additional Interest as provided under Clause 2.15	36% p.a. plus applicable taxes and statutory levies	

Lender	Name Hinduja Leyland Finance Ltd., Authorised Signatory	Signature <input type="checkbox"/> _____
Borrower	_____	<input type="checkbox"/> _____
Co-Borrower	_____	<input type="checkbox"/> _____
Guarantor	_____	<input type="checkbox"/> _____

SCHEDULE - II
Schedule of Repayments

Inst. No.	Due Date	Instalment Amount	Principal	Interest	Inst. No.	Due Date	Instalment Amount	Principal	Interest
1					43				
2					44				
3					45				
4					46				
5					47				
6					48				
7					49				
8					50				
9					51				
10					52				
11					53				
12					54				
13					55				
14					56				
15					57				
16					58				
17					59				
18					60				
19					61				
20					62				
21					63				
22					64				
23					65				
24					66				
25					67				
26					68				
27					69				
28					70				
29					71				
30					72				
31					73				
32					74				
33					75				
34					76				
35					77				
36					78				
37					79				
38					80				
39					81				
40					82				
41					83				
42					84				

	Name	Signature
Lender	Hinduja Leyland Finance Ltd., Authorised Signatory	<input type="checkbox"/> _____
Borrower	_____	<input type="checkbox"/> _____
Co-Borrower	_____	<input type="checkbox"/> _____
Guarantor	_____	<input type="checkbox"/> _____

DEMAND PROMISSORY NOTE

To
Hinduja Leyland Finance Ltd.,
No.27-A, Developed Industrial Estate,
Guindy, Chennai - 600032.

On Demand, I/We, hereby promise to pay jointly and severally to **M/s. Hinduja Leyland Finance Ltd.**, (Lender) situated at No.27-A, Developed Industrial Estate, Guindy, Chennai - 600032 or order (including, its successors and assigns etc.), the sum morefully mentioned hereunder, wherever demanded with interest at such rates and such rests, as per the directives of Reserve Bank of India or as per the lending rate fixed by the Lender from time to time, from the date hereof till the date of realization or collection by the Lender of all such amounts plus interest rate, penal interest, liquidated damages, commissions, costs, charges and expenses at such rates, as may be prevailing or fixed or to be fixed by the Lender from time to time without reference, notice or intimation to me/us, not withstanding Lender's decision/ action / policy to reserve any debit entry or not to debit interest or not to make any debit in Lender's books or in ledger account or in statement of account for any period whatsoever. I/We unconditionally and irrevocably waive the presentment for payment and noting and protest of the Promissory Note.

Amount: Rs. _____/- (Rupees _____ only).

Rate of Interest: _____% p.a., (Annualized IRR)

Borrower:

Co-Borrower:

Guarantor:

Place: _____

Date: _____ *(To be signed by each borrower on Revenue stamp of Re.1/-)

