

No. T/FE/

LOAN AGREEMENT FOR TRACTOR And / or FARM EQUIPMENTS

CUSTOMER NAME : _____

LOAN AGREEMENT NO. : _____



We understand your world

9919/31.07.2012

INSTRUCTIONS FOR FILLING LOAN AGREEMENT

General Instructions

1. All applications to be filled in English in CAPITAL LETTERS using a Ballpoint pen only.
2. **There should not be any amendments / overwriting / erasures / cuttings on the Loan Agreement and any amendments / overwriting / erasures / cuttings should be undersigned.**
3. **The signature of the Borrower, Co-Borrower and Guarantors should be the same on the Loan Agreement & Application Form.**
4. **The full signature of the Borrower and Co-Borrower is to be put in all places on Loan Agreement and Schedule where there is a (✍) mark.**
5. **The full signature of the Guarantor is to be put on all places on Loan Agreement and Schedule where there is (☒) mark.**
6. **The full signature of the Borrower is to be put in all places on RTO Documents where there is a (✓) mark.**

POST-DATED CHEQUE ACKNOWLEDGEMENT LETTER

Loan Agreement Number	
Customer Name	
EMI Repayment Mode (Circle the correct Mode)	Normal PDC / ECS* / Standing Instructions / Non PDC
Repayment Instructions provided by (Circle the correct Option)	Applicant / Co-applicant
Co-borrower Name (For Repayment Instructions provided by co-borrower)	

Mention the count of cheques received

Cheque Received (A) Cheque Dated: _____ (B) Cheques Undated: _____ (C) Cancelled: _____
 (*Applicable for ECS Mode)

Cheque Amount (A) Filled: _____ (B) Blank: _____

Account Type (Savings Bank Account/Current Account or Cash Credit) : _____

Cheques Handed over to Mr. / Mrs. : _____

Sourcing Channel Name : _____

Drawee Bank	Bank Account No	MICR code	Cheque Branch	Cheque City	Cheque No.		Cheque date		Cheque Amount
					From	To	From	To	

I _____ hereby confirm that I have handed over _____
 cheques detailed above towards repayment of EMI or security cheque for the loan already taken/to be
 taken from HDFC Bank Limited and that all cheques were drawn in favour of "**HDFC BANK Limited A/C.**
 _____ **Loan**" and have also recorded my name on the reverse side of the cheques.

Date: _____
 _____ (Customer Name) _____ (Customer Signature)

This is to confirm that physical cheques were cross tallied with the above schedule and found correct.

Signature			
Name			
	Sales Executive of DSA/DDSA / Sales Manager	CPA / Bank Staff	CPU Staff



AGREEMENT FOR LOAN AND GUARANTEE

This composite Agreement for Loan and guarantee is made on the date and at the place mentioned in the Schedule hereunder written,

BETWEEN

1. The 'Borrower', 'Co-Borrower' the details whereof are stated in the Schedule hereunder written of the First Part.

AND

2. The 'Guarantor', the details whereof are stated in the Schedule hereunder written of the Second Part.

AND

1. HDFC BANK Ltd., a banking company within meaning of the Banking Regulation Act, 1949 having its registered office at HDFC Bank House, Senapati Bapat Marg, Lower Parel (West), Mumbai 400 013 and a branch office in India at the address mentioned in the Schedule hereunder written hereinafter referred to as "the Bank" (which expression shall, unless repugnant to the context or meaning thereof, shall be deemed to mean and include its successors and assigns) of the Third Part.

The Borrower and the Co-Borrower shall unless it is repugnant to the context or meaning thereof jointly referred hereinafter as the Borrowers,

WHEREAS:

The Borrower(s) has approached the Bank to avail of a loan to be extended to the Borrower for against any of the following purposes and the Guarantor(s) has/ have agreed to guarantee the said Loan.

(a) Purchase of new Asset along with all accessories and any incidental expenses,

OR

(b) Refinance on the old asset / Purchase of an old Asset with all accessories and any incidental expenses.

(c) The purpose for which the loan is given is specified in the Schedule hereunder written

(ii) At the request of the Borrower(s) and / or the Guarantor(s), the Bank has granted / agrees to grant the loan requested for, upon the following terms and conditions which have been duly accepted by the Borrower(s) and Guarantor(s) jointly and / or severally.

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

1. DEFINITIONS : The terms and expressions contained in this Agreement and specified in the "Schedule" are briefly defined as under. -

1.1 "Borrower", "Co-Borrower" shall mean and include where the context admits and subject as hereinafter provided, (a) in case the Borrower is an individual/sole proprietary concern the heirs, executors legal representatives and permitted assigns of the individual/sole proprietor; (b) in case the Borrower is a partnership firm the partners for the time being and from time to time of the partnership firm, the survivor or survivors of them, their respective heirs, administrators, executors, legal representatives and permitted assigns and (c) in case of the Borrower being a company its successors and permitted assigns. (d) if the Borrower is an HUF, all the members of the HUF and the executors and administrators.

1.2 "City of Registration" in relation to:

(a) New Asset to be acquired, shall mean the city where the Asset is to be registered, if required and

(b) Used Asset acquired or to be acquired, shall mean the city or town where such Asset is registered, if required, with the Registering Authority.

1.3 "Asset/s or Hypothecated Assets" shall collectively or otherwise referred specifically for context herein shall mean and includes certain commercial / agriculture / farm equipment, tools & machinery and / or other vehicles with accessories used in agriculture activities & process, certain equipment, machinery and / or vehicles used in construction activity and / or in support of construction activity and / or mining activity and / or material handling activity and / or industrial activity and / or any motor vehicle to be owned and acquired by the Borrower(s) in respect of which the Loan is to be made as acceptable to the Bank, which is to be owned by the Borrower(s) or which is owned by the Borrower(s) and against the security of which the Bank has granted the

Loan.

1.4 "Clause" shall mean the clause in this Agreement.

1.5 "Corporation" shall mean any body corporate constituted or incorporated under any statute.

1.6 "Documents" or "Collateral Documents" shall mean this Agreement and such other documents incidental hereto and / or contemplated hereby, which the Borrower has furnished to the Bank and / or on which the Bank has relied upon to extend this loan facility to the Borrower.

1.7 "Fees" and "Charges" shall mean and include Processing Charges, Service Charges, Pre-Payment charges, Cheque Bounce Charges, Late Payment Charges, Cheque Swapping Charges, Loan Reschedulement Charges, Loan Statement Charges, Loan Cancellation & Rebooking Charges, Stamp Duty and other statutory charges, NDC Issuance Charges, Legal Collection, Repossession & Incidental Charges, Valuation Charges, Change in Repayment Frequency Charges and all other amounts receivable by the Bank hereunder, but not limited to those specified herein.

1.8 "Guarantor(s)" shall mean and include, where the context admits and subject as hereinafter provided, in case the Guarantor(s) is an individual/sole proprietary concern - the heirs, executors, legal representatives and permitted assigns of the individual/sole proprietor; (ii) in case the Guarantor(s) is a partnership firm - the partners for the time being and from time to time of the partnership firm, the survivor or survivors of them, their respective heirs, administrators, executors, legal representatives and permitted assigns and (iii) in case of the Guarantor(s) being a company its successors and permitted assigns. Provided that where there are more than one Guarantors the above term shall mean and include all the persons stated above, depending on the status of each such Guarantor.

1.9 "Installment/s" shall mean the amounts of periodic payments to be made by the Borrower as per the scheme selected by the borrower as specified in item no. 11 of the schedule hereunder written, necessary to repay the loan inclusive of interest tax and other dues over the period of the loan.

1.10 "Lending Office" in relation to the Bank shall mean the branch office of the Bank, from where the loan is sanctioned and / or disbursed.

1.11 "Loan" shall mean the loan amount provided herein and the Schedule.

1.12 "Late Payment Fees" shall mean the fees assessed for a payment delayed beyond the due date of the installments and as specified in the schedule hereunder written, where applicable.

1.13 "Post Dated Cheques (PDCs)" shall mean the post-dated cheques drawn to match the due date of each installment, on request and if so required by the Bank.

1.14 "Prepayment" shall mean premature repayment of the loan amount and other charges under this Agreement, as per the terms and conditions laid down by the Bank in that behalf and in force at the time of repayment.

1.15 "Rate of Interest" shall mean the rate of interest referred to in the Schedule hereunder written.

1.16 "Repayment" means the repayment of the principal amount of the loan; interest thereon, commitment and / or any other charges, insurance (when applicable), premium, fees and / or all other dues payable in terms of this Agreement to the Bank and means in particular repayment as provided in this Agreement.

1.17 "Sub-Clause" unless otherwise stated, shall mean the sub-clause of the clause in which the reference appears.

1.18 "Electronic Clearing System" (ECS) a debit clearing service notified by Reserve Bank of India participation which has been consented to in writing by the Borrowers for facilitating payment of Installments.

1.19 "Standing Instruction" (SI) written instructions issued by the Borrowers to the Bank to debit the account of the Borrowers maintained with the Bank for facilitating payment of installments

2. LOAN AMOUNT, INTEREST AND CHARGES;

- 2.1 The Bank hereby grants / agrees to grant, to the Borrower(s) a loan facility in the aggregate amount at the rate of interest as stated in the Schedule hereunder written on the terms and conditions herein set forth through its Leading Office. The Bank in its sole discretion would be entitled to modify and vary the said rate of interest from time to time holding on account of changes in interest rates made by the Reserve Bank of India from time to time. In the event rate of interest is modified, then in such event interest would be payable by the Borrower at the revised rate of interest. The Borrower shall keep himself / herself / itself advised of the variations from time to time. The Borrower shall also pay and bear all interest tax and other taxes as may be applicable, if any.
- 2.2 The Borrower(s) shall pay to the Bank interest as mentioned in the Schedule hereunder written. The instalment(s) comprises of principal and interest calculated on the basis of revolving balance of principal at the rate applicable and is rounded off to the next rupee. Interest and other charges shall be computed on the basis of a year of three hundred and sixty (360) days or three hundred and sixty five (365) days, as the case may be. The payment schedule of the instalment(s) in respect of the loan is given in the schedule below.
- 2.3 On delay in the repayment of interest and / or any other repayment by the Borrower(s) beyond stipulated date, the Bank shall be entitled to charge an additional interest as stated in the schedule or such other rate as may be specified by the Bank from time to time on the entire outstanding amount, with the principal, interest and any other charges payable hereunder. The above mentioned charge would not absolve the obligation of strict compliance with the repayment schedule. The parties hereto expressly agree that time is the essence of the contract.
- 2.4 All payments to be made by the Borrower(s) to the Bank (s) under or in terms of this Agreement shall be made by cheque duly crossed and marked "A/c Payee Only" and the collection charges, if any, in respect of all such cheques will be borne in favour of the Bank as and from the date of issuance of the cheque irrespective of the time for transit / collection / realization / of the cheque by the Borrower(s) or its bank. The Borrower(s) agrees to replace the cheques / issue fresh cheques if required by the Bank.
- 2.5 Any dishonouring of cheque / revoke of SI / ECS instructions, would make the Borrower(s) liable to a flat charge and in case of dishonouring / non-payment on the second presentation, Cheque Bouncing Charges as stated in the Schedule would be levied. The levy of charge upon dishonouring / non-payment of the cheque, revoke of SI / ECS instructions is without prejudice to the rights of Bank under section 138 of Chapter XVII of the Negotiable Instruments Act, 1881 or any other rights and remedies in law.
- 2.6 The Borrower(s) shall pay one time up front fees towards services to be rendered by the Bank. The apportionment for service rendered is described in schedule of this Agreement.
- 2.7 The Bank shall furnish a statement of account on or by the 31st of March each year, or at the beginning of Loan Agreement stating therein the amount due, the interest charged etc. Any such statement of account furnished by the Bank shall be accepted by and be binding on the Borrower(s) and shall be conclusive proof of the correctness of the amount mentioned therein. Without prejudice to what is stated above, if the Borrower(s) desires to question any statement or any part thereof or any matter connected therewith with the Borrower(s) and shall inform the Bank with a notice of the same within 15 days of the receipt of the statement by the Borrower(s) and the Borrower(s) shall not be entitled to do the reverse or any ground whatsoever.
- 2.8 Any dispute being raised about the amount or interest computable or any other amount under the Agreement will not enable the Borrower(s) to withhold payment of any instalment.
- 2.9 The charges mentioned in the Schedule of this Agreement are subject to change at the sole discretion of the Bank.
- 2.10 The loan shall be disbursed in one lump sum or in installments in the sole discretion of the Bank and its decision shall be final and binding on the Borrower(s). The Borrower(s) shall acknowledge the receipt of the loan disbursed in writing.
- 2.11 In case of any statement or Duplicate Document specially required by the Borrower, the bank shall charge as stated in the Schedule.

3. REPAYMENT

- 3.1 The loan amount, interest and other charges thereon shall be repaid by the Borrower(s) in instalments as per the repayment schedule specified hereunder. Notwithstanding the same, the Bank may at any time, without the provision of any reason therefor, require repayment of the loan amount, interest and other charges thereon as mentioned in the Schedule forthwith on demand and may appropriate all the amounts available with the Bank towards these amounts and in such case the Borrower(s) and / or Guarantor(s) agrees and undertakes to prepay the loan as mentioned above forthwith. Further, the computability / fixation of instalments shall be without prejudice to the right of the debenture of the Asset. The repayments shall commence as per the repayment scheme irrespective of the delivery of the Asset. Strict compliance with the repayment scheme is an essential condition for the grant of the loan. The Borrower(s) shall repay the loan, interest and other charges by way of instalments, the number of which is mentioned in the Schedule hereunder written and or amount(s) also mentioned in the Schedule. Out of these instalments, the number of instalments as mentioned in the Schedule hereunder written are payable prior to the disbursement of the Loan (Advance EMI Instalments). The balance number of instalments as the Schedule are each payable at the end of period or as specified in the Schedule hereunder written by delivering to the Bank, the cheques, in advance, duly signed. The first of the balance instalments shall be due on the date mentioned in the schedule, or after such other period as specified by the Bank from time to time. The number of cheques and the amounts of instalments are as mentioned at in the Schedule with date corresponding with the day when each of the above instalments is payable, each in favour of the Bank (the said cheques are hereinafter referred to as "Post Dated Repayment Cheques").

3.2 No notice, reminder or intimation shall be given by the Bank to the Borrower(s) prior to the presentation of any the Post Dated Repayment Cheques and Insurance Premium Cheques to the respective drawee banks for encashment thereon.

3.3 Each of the above Post-Dated Repayment Cheques shall be deemed to have been drawn on the date that it appears on each of such cheques. Such PDCs shall be drawn from a scheduled bank situated in a town or city where such Leading office of the Bank is located.

3.4 The Borrower(s) may, prepay the whole or any part (at the discretion of the bank) of the outstanding loan (including interest, fees and charges thereon) by giving a notice in writing to that effect. The Borrower(s) would have to give a minimum written notice of 30 days expressing his intention to prepay the loan amount unless the same is waived by the Bank.

3.4.1 In such an event the Bank will be entitled to charge Prepayment Charges as mentioned in the Schedule on the principal outstanding, or any other rate which is applicable at such time as per the Bank's policy on the Principal outstanding. Prepayment will be applied to instalments in reverse order of maturity. The interest and any other charges upto would be payable till the end of the month in which the prepayment notice expires and the interest has been computed as per clause 2 of this Agreement. The prepayment shall take effect only when cash has been paid in or cheques have been cleared.

3.4.2 In the event (a) the Borrower(s) and / or the Guarantor(s) does not utilize the Loan, or (b) the Borrower(s) and / or the Guarantor(s) requests the Bank to cancel the Loan within 7 days of the issuance of cheque demand draft of the Loan to the Borrower(s) and / or the Guarantor(s) or the dealer and / or insurance company on behalf of the Borrower(s) and / or the Guarantor(s), as the case may be, the Borrower(s) and / or the Guarantor(s) shall be liable to pay cancellation charges and other charges, if any, as set out in the schedule hereunder written. Notwithstanding anything contained herein the Bank may at its sole and absolute discretion, suspend or cancel the Loan if the same is not utilized within the time as mentioned above in this clause.

3.5 The Bank may at its absolute discretion on a requirement of any or more of the Post-Dated Cheques, pay insurance premium or part thereof or any fees or charges payable by the Borrower(s) herein without adjusting the proceeds of such cheques (as the case may be) towards any instalment or instalments.

3.6 If any, more than one or all of the Post-Dated Cheques delivered to the Bank by the Borrower(s) pursuant to the terms of sub-clause 3.1 or to be delivered in terms of the Sub-clause:

- (i) is lost, destroyed or misplaced while in custody of the Bank; or
- (ii) becomes non-encashable due to death, insolvency, liquidation, termination of authority or otherwise of the signatory thereof or liquidation or any moratorium of the drawee bank, then in that event, the Borrower(s) shall, within three working days of receipt of any intimation of such loss, destruction or misplacement (as the case may be) from the bank or immediately on the said cheques or any of those being non-encashable due to the reasons mentioned in (i) above, deliver to the Bank such a number of cheques (if any) that have been lost, destroyed, misplaced or become non-encashable drawn in the manner mentioned in Sub-Clause. Any non-presentation on the part of the Bank due to any reason whatsoever will not affect the liability of the Borrower(s) to repay the loan and / or any other amount under this Agreement.

3.7 The Borrower(s) shall not give any instructions to the Bank not to deposit the cheque given by it or close the account or cease to operate the account in relation to which the post dated cheques have been issued and in case it does so it may be presumed that the same has been done to avoid prosecution under the Negotiable Instruments Act 1881.

Any dishonour of the cheque / revoke of SVECS instruction shall give presumption that from the very inception the Borrower(s) had no intention to honor the cheque SVECS instruction and the cheques SVECS instruction had been given to obtain the loan and shall be liable to be prosecuted under the provisions of the Negotiable Instrument Act read with the Indian Penal Code and / or any law applicable to such dishonour for the time being in force.

3.8 Upon execution of this Agreement the Borrower(s) / Guarantor(s) shall execute a Promissory Note of the value of the total loan amount less the Advance Instalment. It is expressly clarified that such Promissory Note shall be by way of collateral security and shall not be deemed to be conditional payment for the Loan.

3.9 In the event of cancellation of the loan agreement before the delivery of the Asset, the customer is liable to pay the Loan Cancellation / Rebooking charges as stated in the schedule in addition to other charges as expressed in the agreement.

3.10 In the event the Borrower(s) and / or Guarantor(s) request the Bank and the Bank agrees to waive the requirement for post-dated cheques for a temporary period, the Borrower(s) and / or Guarantor(s), as the case may be shall pay the Loan Balance and instalment and every part thereof on the concerned due dates at the place as desired by the Bank. The Borrower(s) and / or the Guarantor(s), as the case may be further undertake that if the Bank has to collect such amounts, the Borrower(s) and / or Guarantor(s) as the case may be, shall pay to the Bank all charges, as stated in the schedule, for each such instalment or other amount. The Borrower(s) and / or Guarantor(s) agree that where ever Security Cheques has been issued by the Borrower(s) and / or Guarantor(s), Bank has the right to deposit the same, in the event of non-payment of instalment obligation to Bank towards the loan availed.

4. COVENANTS FOR PRICE OF THE ASSET

4.1 The parties hereto confirm that the Asset Price has been arrived at after taking into account all relevant taxes, duties and duties applicable as on the date of this Agreement. The Borrower(s) agrees that the instalments shall be increased by any fresh imposition or increase in Asset Price, taxes, duties,

- leaks and charges during the subsistence of this Agreement or that are or may be leaked on the instalments or the transaction hereunder or are or may become payable by the Bank by virtue of anything in this Agreement in the event of such taxes, duties, leaks and charges increasing during the period of the placing of the order of the Asset and its acceptance and execution delivered to the Borrower(s), such increases shall be borne and paid by the Borrower(s).
- 4.2 If the price of the Asset (in case of acquiring a new Asset) is revised upwards after the date hereof, then and in that event the Borrower(s) shall pay all of the amount (in addition to the amount paid or to be paid by him/it along with the loan as the price of the Asset) that may be required for acquiring the Asset at such revised price and the Bank shall not be liable to pay any amount by way of balance or otherwise for such increase in price of the Asset.
- 4.3 If the Borrower(s) fails to pay the amount as mentioned in Sub-clause 4.2 within fifteen days of revision of the price of the Asset or within the period allowed for this purpose by the manufacturer or dealer of the Asset, whichever is earlier, then and in that event the Bank may at its discretion as agent of the Borrower(s) cancel, annul or rescind the booking of the Asset and collect the refund or booking price (after stock deductions as may be made by the manufacturer of the Asset or its dealer) to adjust the title or against any amount that may be due and payable by the Borrower(s) to it in terms hereof.
- 4.4 The Borrower(s) for the purpose of clause 4-3 hereby irrevocable and authorize the Bank to cancel, annul or rescind any booking of the Asset and to receive any refund or booking price of the Asset from the manufacturer thereof or its dealer.
5. SECURITY
- 5.1 In consideration of the Bank having granted or agreed to grant to the Borrower(s) the loan subject to the terms and conditions mentioned here in, the Borrower(s) hereby hypothecates to and charges in favour of the Bank by way of first and exclusive charge the Asset described in the Schedule hereunder. The Borrower(s) confirms that the Asset(s) carries no prior liens and free from any encumbrances, PROVIDED that if the Asset(s) to be acquired has not been delivered to and/or registered (wherever applicable) in the name of the Borrower(s) at the time of signing of this Agreement, the particulars of the Asset(s) shall be informed in writing by the Borrower(s) or direct the dealer to supply the same within two days of stock delivery and/or registration, whereupon stock writing shall form part of the Schedule and this Agreement hereof.
- 5.2 That the Bank is not responsible for delivery of duly endorsed Registration Certificate and that the Borrower(s) shall not withhold payment for stipulated instalments on the pretext that Registration Certificate has not been delivered.
- 5.3 The Borrower(s) and / or the Guarantor(s) hereby expressly and irrevocable agree that they shall be estopped in law from taking the plea that on the date the loan Agreement was signed the exact details of the Asset were not available.
- 5.4 The Borrower(s) undertake to get the endorsement to hypothecation done in the registration Certificate from the concerned Registering Authority (wherever applicable). The endorsement shall be made in the name of "HDFC Bank Limited". The Borrower(s) where the Borrower(s) or any of them is a company undertake to get the charge registered with the relevant Registrar of Companies (ROC) in a manner acceptable to the Bank.
- 5.5 The charge created by the Borrower(s) in clause 5.1 above shall stand as security for the repayment and payment by the Borrower(s) of the loan granted or to be granted to the Borrower(s) by the Bank and of all fees, interest, costs and expenses incurred or to be incurred by the Bank hereunder and all other monies payable or to become payable by the Borrower(s) to the Bank pursuant to the terms hereof.
- 5.6 The charge herein created shall continue unless and until the Bank shall issue a Certificate discharging the security created herein and shall not affect, impair or discharge the liability of the Borrower(s) by winding up (liquidation or otherwise) or by any merger or amalgamation, reconstruction, take over of the management, dissolution or nationalization (as the case may be) of the Borrower(s); and
- 5.7 The charges hereunder created shall remain in full force so long as all the repayments and payments mentioned in clause 3 are not made.
- 5.8 The hypothecation shall be deemed to take place immediately on signing of this Agreement or delivery of the Asset as the case may be whichever is earlier.
- 5.9 The Borrower(s) shall create, provide security and / or guarantee(s) as may be considered appropriate by the Bank and in such manner and form as the Bank may in its sole discretion require as security for payment of all the dues of the Borrower(s) under this Agreement or otherwise in relation to the Loan including principal amount, interest, additional interest, costs, service charges, and all other amounts due. The security may be in such manner and form as the Bank may require.
- 5.10 The Borrower(s) shall at its own expense during the continuance of the security herein keep the Hypothecated Asset covered under comprehensive risks, including riot, civil commotion risks, fire, theft, unlimited third party risk and other hazards as stipulated from time to time with stock insurance company as may be required by the Bank by timely payment of all premium in respect of such insurances and produce and deliver (upon request by the Bank) any last-ounce policy, cover note or receipt on demand by the Bank (or its inspectors) and verification.
6. REPRESENTATIONS BY THE BORROWER(S) AND THE GUARANTOR(S)
- 6.1 The Borrower(s) and the Guarantor(s) jointly and severally represent that
- (i) (in case of it being a Corporation) is a Corporation duly incorporated or constituted and existing under the laws of India with power to enter into this Agreement and each of the documents to which it is or will be a party; and all corporate and other actions have been duly taken which are required to be taken by any person to authorize the execution by the Borrower(s) and the Guarantor(s) of this Agreement and of each Collateral Document

the performance by it of its obligations herein and under each Collateral Document.

- 6.2 The Borrower(s) represents that
- (i) no encumbrance of any nature (or any lien) exists over the Asset hypothecated herein; and
- (ii) it / 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 or by the laws of India in relation to this Agreement, Collateral Documents and the Hypothecated Asset, and;
- (iii) it is aware that the disclosure of any cheque / draft / ECS instruction given or to be given to the Bank in terms of this Agreement is a criminal offence under Section 138 were applicable read with section 141 of the Negotiable Instruments Act, 1881.
- 6.3 The loan amount may be disbursed by the Bank directly to the dealer in the case of purchase of a new Asset and such disbursements shall be deemed to be disbursement to the Borrower(s). In case of purchase of an old Asset / purchase of an old Asset, the loan amount may be disbursed by the Bank to the owner / seller of the Asset or to the Dealer and such disbursements shall be deemed to be disbursement to the Borrower(s).
- 6.4 The Borrower(s) shall utilize the entire loan for the purchase of the Asset(s) as indicated by him in his loan application and for no other purpose whatsoever. The said asset will not be used for any antisocial purpose or for making investments in the capital market or for any speculative activities.
- 6.5 The Borrower(s) expressly recognizes and accepts that the Bank shall, without prejudice to its right to perform stock activities itself or through its officer or servants, be absolutely entitled and have full powers and authority to appoint one or more third parties of the Bank's choice and to transfer and delegate to such third parties the right and authority to collect on behalf of the Bank all monies hereunder and to perform execute all acts, deeds, matters and things connected therewith or incidental thereto including sending notices of demand, attending the residence or office of the Borrower(s) or otherwise contacting the Borrower(s), receiving the instalments in Cash / draft / cheque whether in the name of the Bank or in its own name from the Borrower(s), entering into a compromise with the Borrower(s), giving a valid receipt and granting effective discharge to the Borrower(s) and generally performing all lawful acts as the third parties may consider appropriate for the purposes. For the purposes aforesaid or for any other purposes at the discretion of the Bank, the Bank shall be entitled to disclose to such third parties all necessary or relevant information pertaining to the Borrower(s) and the Loan and the Borrower(s) hereby consent to such disclosure by the Bank. Notwithstanding the above, the Borrower(s) expressly accept and authorize the Bank (and/or any stock third party as the Bank may select) to contact third parties (including the family members of the Borrower(s)) and disclose all necessary or relevant information pertaining to the Borrower(s) and the Loan and the Borrower(s) hereby consent to such disclosure by the Bank (and/or any stock third party as the Bank may select).
- 6.6 The Borrower(s) agrees hereby to pay the instalments and other dues due to the Bank under this Agreement for the finance of the aforesaid Asset irrespective of whether or not the Asset is in use by the Borrower(s) and / or even if the Asset is totally destroyed due to damage and repair.
- 6.7 In case the loan is taken jointly by more than one Borrower(s), their liability shall be joint and several, even if the vehicle is registered in the name of one of the Borrower(s) only.
7. INDEMNITY
- 7.1 The Borrower(s) shall indemnify the Bank and keep indemnified the Bank safe and harmless on demand in respect of any actions, claims, costs, damages, demands, expenses, losses and liabilities made against, suffered or incurred by the Bank arising directly or indirectly from or in connection with:
- (i) any failure by the Borrower(s) and / or the Guarantor(s) to comply with the provisions of this Agreement and / or
- (ii) any liability including third party liability that may arise out of the possession, operation and use of the Asset by the Borrower(s) or by its employees or by its Agents or by other persons who were whether or not authorized by the Borrower(s) for use of the said Asset and incidental thereto purpose and for any claims, losses, demands, actions, costs, expenses and liabilities incurred or suffered by the Bank by reason of the representations and warranties given by the Borrower(s) and / or the Guarantor(s) being false or untrue in material respect and / or
- (iii) any claims, losses, demands, actions, costs, expenses and liabilities incurred or suffered by the Bank by reason of non-payment or late payment or stamp duty by the Borrower and / or the Guarantor(s) on this Agreement and the Documents and any other writings or documents which may be executed pursuant to and / or in relation to this Agreement. The Borrower(s) shall keep the Bank informed of all developments regarding stock actions, claims, costs, damages, demands, expenses, losses and liabilities and shall not dispute, compromise or otherwise deal with the same subject to the consent given by the Bank. The Bank shall however be under no obligation and / or liability to the Borrower(s) to provide any assistance in connection with any stock claim that the Borrower(s) may require.

8. GENERAL COVENANTS UNDERTAKING AND WARRANTIES

- 8.1 The Borrower(s) shall:
- (i) obtain and do all that is necessary to maintain in full force and effect all authorizations, approvals, consents, licenses, permits, permissions and renewals required in or by the laws of India in relation to this Agreement, each of the Collateral Documents and the performance of obligations hereunder and the use and the Asset

- (h) get the Asset (in case of acquiring a new Asset) registered with the appropriate Registering Authority (wherever applicable) under the Motor Vehicles Act 1988;
 - (i) inform the Bank in writing of any theft or damage to the Asset, lodging of any claim whatsoever with any insurance company in respect of the Asset and such writing shall be delivered to the Bank within three working days of such damage or lodgment of claim;
 - (j) inform the Bank of any loss, destruction or misplacement of the Registration Certificate of the Asset or the Insurance Policy relating to the Asset within three working days of such loss, destruction or misplacement;
 - (k) not apply for any duplicate Registration Certificate for the Asset otherwise than by delivering the application therefor to the Bank for endorsing its charge on the Asset; and
 - (l) not transfer the registration of the Asset to any city or town other than the City of Registration;
 - (m) indemnify and keep indemnified the Bank against any loss or damage to the Asset or any part thereof from whatever cause whether or not such damage is as a consequence of the negligence of the Borrower(s);
 - (n) not engage any person other than authorized mechanics of the manufacturer or dealer for the Asset(s) to affect the repairs there to the Asset;
 - (o) keep the Asset and accessories in the Borrower(s)'s own custody and shall not change the registration number / registered address of the Asset without the Bank's prior written consent and shall not sell or in any manner remove or otherwise deal with or dispose of the Asset. The Borrower(s) and/or Guarantor(s) shall not remove the Asset from the Borrower(s)'s address without the prior written consent of the Bank.
 - (p) not sell, mortgage, pledge, hypothecate, give on hire or otherwise deal with the Asset or part with the possession of the Asset without the express prior written permission of the Bank.
 - (q) Use the Asset only for the use declared in the application form, credit information and shall not use the Asset for any improper or illegal or unlawful activities or adapt or alter the Asset for any act which is improper or illegal or unlawful.
 - (r) The Borrower(s), Co-Borrower(s) and/or Guarantor(s) if as Hindu Undivided Family declare and confirm, that the borrowing/guarantee is for the purposes and benefit of the Hindu Undivided Family and its co-parceners.
 - (s) The Application for the loan has been signed by the Borrower(s) for and on behalf of all the Borrower(s) and all the Co-Borrower(s) if any.
 - (t) the Borrower(s) shall handover the original Registration Certificate Book and one set of the keys of the Asset/Vehicle/Equipment to the Bank within 3 days on receipt of the same.
- 8.2 The Borrower(s) warrants that he / she / it / they shall have and maintain sufficient balance in the account of the drawee bank for payment of Post-Dated Cheques/SWECS instructions on the day when any instalment therein becomes payable and for 45 day thereafter to honour any Post-Dated Cheque. The Borrower(s) shall not close any such account without the prior consent of the Bank.
- 8.3 The Borrower(s) hereby warrants and undertakes that he has paid all public demands and all taxes and duties payable to the Government or India or to the Government of any State or to any local authority and that at present there are no arrears of such taxes and duties due and outstanding.
- 8.4 It shall be the Borrower(s)'s obligation to keep himself acquainted with the rules of the Bank, from time to time.
- 8.5 Any agreement, document or schedule that may be executed by the Borrower(s), Co-Borrower(s), Guarantor(s) and the Bank after the execution of this Agreement and in connection with this Agreement shall be deemed to be part of this Agreement and shall be valid and binding on the Borrower(s), Co-Borrower(s), Guarantor(s).
- 8.6 Unconditionally declare that pursuant to the termination of the loan, the Borrower(s) and Guarantor(s) do not have claim or any right whatsoever on amount paid towards loan instalment, various charges including Bank charges, security deposit or interest accrued thereon or any monies paid under the provisions of the agreement. Also undertake that all guarantee given and contained in the agreement shall survive the termination in so far they relate to events that occurred during the tenure of the agreement.
9. COVENANTS FOR HYPOTHECATED ASSET
- The Borrower(s) hereby expressly and irrevocably agrees and covenants that during the period of this Agreement, the Borrower(s) shall
- 9.1 keep the Hypothecated Asset specifically appropriated to the security herein;
 - 9.2 pay all rates, assessments, taxes and other outgoings which are now or hereafter may be assessed, imposed, or payable for the Hypothecated Asset by the Government, Municipal Corporation, Registration Authority or other authority and on demand produce to the Bank every receipt there of, charges, taxes, assessments or other outgoings;
 - 9.3 Allow inspection of the Hypothecated Asset and all documents relating thereto for verification thereof or making valuation by (a) the Bank or (b) its officers, auditors, technical experts, management accountants, valuers or any other persons authorized for the purpose by the Bank.
 - 9.4 Not sell, mortgage, pledge or otherwise dispose of or suffer or allow to suffer any attachment (including installation of LPG/CNG kit) or distress to the Hypothecated Asset or any part thereof or allow any third party to pledge or encumber the security herein without the express consent in writing from the Bank. The Borrower(s) undertakes to get the registration Certificate endorsed in

the name of the Bank (if applicable under Motor Vehicles Act), to further express the fact that the Asset stands hypothecated to the Bank. Any direct or indirect transfer of the Asset would be deemed to be criminal breach of trust and a case of cheating against the Bank to the extent FIR or a Criminal complaint against the Borrower(s) and/or Guarantor(s) without prejudice to the Bank's other rights and remedies in law. The said hypothecated Assets are in the custody of the Borrower(s) in their capacity as bailees.

9.5 On demand by me made by the Bank or without demand, if any of the events mentioned in clause arise :-

- (a) to give immediate actual possession to the Bank, its nominees or agents (as the case may be) of the Hypothecated Asset;
- (b) to transfer, deliver and endorse all registrations, policies, certificates and documents relating to the Hypothecated Asset to the Bank, its nominees or agents (as the case may be); and
- (c) do and execute or cause to be done and executed at the costs and expenses of the Borrower(s), all such acts, deeds, assurances, matters, and things as may be required by the Bank for further asserting and confirming the security created herein and the rights, powers and remedies hereby conferred.

9.6 Sign and deliver the necessary forms that may be required to be filed with the Registering Authority or the authorities under the Motor Vehicles Act or any other law for the time being in force to record the charge of hypothecation on the said Asset, created or to be created in favour of the Bank.

9.7 Submit to the Bank a certified true copy of the registration certificate relevant to the Asset for which the loan has been taken. This registration certificate will be submitted within 30 days of issuing take a delivery of the Asset or 60 days from the date of issuance of the loan, whichever is earlier.

9.8 Periodically pay all the sums stated elsewhere in this Agreement.

9.9 Handover the original Registration Certificate Book and one set of the keys of the Asset/Vehicle/Equipment to the Bank within 3 days on receipt of the same.

10. INSURANCE AND MAINTENANCE

10.1 The Borrower(s) shall at its own expense during the continuance of the security herein keep the Hypothecated Asset covered under comprehensive risks, including riot, civil commotion risks, fire, theft, unlimited third party risk and other hazards as stipulated from time to time with such insurance company as may be required by the Bank by timely payment of all premium in respect of such insurance and produce and deliver (if so required by the Bank) any insurance policy, cover note or receipt on demand by the Bank for its inspection and verification.

10.2 The insurance policy to be taken out hereunder shall be in the name of the Borrower(s) and the Bank shall be described as loss payee under such insurance. The copy of the insurance policy (including renewed policy) will be submitted to the Bank by the Borrower(s) within 2 working days of the issuance. Borrower(s) undertake to ensure renewal of the insurance Policy are completed within the stipulated time period of renewal and insurance value will not be less than 90% of the first year insurance value.

10.3 The Borrower(s) agrees and undertakes to keep and maintain in good and marketable condition the said Asset at its own expense and replace all such parts whether broken or damaged, as is the normal practice adopted for the maintenance of any Asset. The Borrower(s) expressly agrees to engage mechanics, dealers service facilities expressly authorized by the manufacturer of the Asset for the repairs and to service the Asset.

10.4 If the Borrower(s) fails to comply with any of the terms mentioned above in this Clause, the Bank may without prejudice to its rights and remedies under this Agreement and in law take such steps as it may deem fit to keep and maintain the Asset or insure or renew such insurance at the Borrower(s)'s costs, charges and expenses, which shall be reimbursed by the Borrower(s) on demand by the Bank.

10.5 In order to safeguard the security for the loan and to ensure that the Bank's lien is marked on the insurance, the Bank may get the insurance done on behalf of the Borrower(s), by being a facilitator and making the premium payment to the approved insurance company through the Borrower(s)'s post-dated cheque/pay order / any other payment instructions. However the Bank shall not be obliged to do the same and any non-payment on the part of the Bank due to any reason whatsoever shall not affect the liability of the Borrower(s) to pay the necessary insurance premium and to keep the Asset(s) insured. The first claim on any loss or proceeds shall be that of the Bank with respect to insurance policy and the renewal as stipulated from time to time and shall pay Rs. 250/- or such other amount as may be specified by the Bank from time to time as nominal compensation for the services rendered by the Bank in facilitating the above mentioned arrangement with the insurance company and ensuring that the Bank's name is marked under insurance. The transaction fee is subject to change at the discretion of the Bank. The Bank shall be entitled to recover any payments made pursuant to this clause as part of the dues under this Agreement.

10.6 The Bank at its option shall be entitled to adjust, settle or compromise in any manner whatsoever at the Borrower(s)'s cost and expense in order or in connection with any such policy of insurance and such adjustment, settlement and compromise shall be valid and binding on the Borrower(s).

10.7 The Bank at its option will have the right to appropriate any monies received from the insurance company towards the Borrower(s)'s obligations to the Bank.

10.8 The Borrower(s) accepts that the Bank shall not be liable for any loss or account of Non-Renewal of insurance of the Asset and/or due by non-payment by the insurance company or any settlement claim by the Borrower(s).

11. COVENANT TO PAY BY GUARANTOR(S)

11.1 In consideration of the Bank granting or co-operating to make available the loan so long as it may think fit to the Borrower(s), the Guarantor(s) (where there are more than one Guarantor(s) all of them jointly and severally, hereby irrevocably and unconditionally guarantees the full performance of this

- Agreement by the Borrower(s) and in the event of any non-performance of the whole or any part of the Agreement by the Borrower(s), the Guarantor(s) agrees to pay to the Bank on demand and without any demand or protest all monies and discharge all obligations and liabilities whether actual or contingent now or any time hereafter due, owing and incurred to the Bank by the Borrower(s) together with interest (as well as before any demand or judgment) to date of payment at stated rates and upon such terms and all fees, cost, charges and expenses as may from time to time be payable by the Borrower(s) in terms hereof.
- 11.2 The Guarantor(s) guarantees to the Bank the regular and punctual payment of all sums due under this Agreement and the due performance and observance by the Borrower(s) of the terms and conditions of this Agreement.
12. CONTINUING GUARANTEE
- 12.1 This guarantee is a continuing security and shall continue notwithstanding:
- the death, insolvency, incapacity, liquidation / dissolution (as the case may be) or any incapacity of the Borrower(s) or Guarantor(s) or, (in case the Guarantor is more than one) any one, more than one or all of them; or,
 - any change in the constitution of the Borrower(s) or Guarantor(s) or in the name or style of the Borrower(s) or Guarantor(s);
- 12.2 This guarantee shall be deemed to have been given separately for payment of each instalment of the loan, interest thereon or any or all monies payable by the Borrower(s) to the Bank in terms hereof and this guarantee shall not stand terminated or determined or extinguished merely by demand of any amount therein but shall be in full force and effect for each and all payments not demanded and until the entire amount therein is paid in full and the Guarantor(s) is discharged of the guarantee obligation herein.
- 12.3 The guarantee is in addition to and shall not merge with or otherwise prejudice or affect any other right, remedy, guarantee, indemnity or security and may be enforced notwithstanding the same or any mortgage, charge, pledge, hypothecation or lien now or hereafter held by or available to the Bank.
13. EVENTS OF DEFAULT
- The Borrower(s) and / or the Guarantor(s) expressly, unequivocally, jointly and severally agree with the Bank that in the event of:
- 13.1 The Borrower(s) or the Guarantor(s) or any or more of them (in case of the Guarantor(s) being more than one person) fails to pay any sum due from it or them herein; or,
- 13.2 The Borrower(s) or any of the Guarantor(s) fails duly to perform any obligation or commits any breach of any of the terms, representations, warranties, covenants and conditions herein contained or has made any misrepresentation to the Bank; or
- 13.3 The Borrower(s) or any of the Guarantor(s) (in case of either of them being a corporation or partnership firm) takes any action or other steps are taken or legal proceedings are started for winding-up, dissolution or re-organization or for the appointment of a receiver, trustee or similar officer on its assets particularly on the Hypothecated Asset;
- 13.4 The Borrower(s) or the Guarantor(s) (in case of either of them being an individual and in case of the Guarantor(s), if more than one, any of them) dies or takes any steps or any steps are taken with a view to his being made insolvent in any jurisdiction or with a view to the appointment of a receiver, trustee or similar officer on any of his assets; or,
- 13.5 The Borrower(s) fails to pay any insurance premium for the Hypothecated Asset or neglects to pay charges in terms and conditions hereof; or,
- 13.6 The Hypothecated Asset is confiscated, attached, taken into custody by any authority or subjected to any execution proceeding; or,
- 13.7 The Hypothecated Asset is destroyed, exchanged or badly damaged due to accident or any other reason whatever causing the same to be a total loss in the opinion of the Bank or caused bodily injury to any person due to any accident or otherwise; or
- 13.8 The Borrower(s) fails to pay any tax, impost duty or other imposition or comply with any other formalities required for the Hypothecated Asset under law from time to time; or,
- 13.9 The Hypothecated Asset is stolen or untraceable for a period of 30 days for any reason whatever; or,
- 13.10 Any of the Cheques delivered or to be delivered by the Borrower(s) to the Bank in terms and conditions hereof is not cashed for any reason whatsoever or presentation; or,
- 13.11 Any instruction given by the Borrower(s) for stop payment of Post-Dated Cheques under SI / ECS instruction, given as per clause 3, for any reason whatsoever;
- 13.12 The Borrower(s) fails to supply a certified true copy of the registration certificate within the time frames specified in clause 5 & clause 8.
- 13.13 The Hypothecated Asset being destroyed beyond repairs for any reason whatsoever.
- 13.14 The Borrower(s) failing to file the particulars of the Asset in the prescribed form of the Bank and as provided in the Schedule to this Agreement; or,
- 13.15 Any information given by the Borrower(s) and / or the Guarantor(s) in his loan application to the Bank for financial assistance is found to be misleading or incorrect in any material respect or any representation or any warranty referred in Clause 8 is found to be incorrect.
- 13.16 The Asset has been used or alleged to have been used for any illegal purposes or activity; or
- 13.17 Any circumstances arises which gives reasonable grounds in the opinion of the Bank that it likely to prejudice or endanger the Hypothecated Vehicle; Then in any such case at any time thereafter, without prejudice to the rights and remedies of the bank, the Bank may (but shall not be bound to do so), without the specific intervention of a court or any court order, by written notices to the Borrower and the Guarantor(s) declare the loan to be immediately due and payable, whereupon the same shall become payable

together with accrued interest thereon, the charges as set forth in the schedule hereto written and any other sums then owned by the Borrower(s) here. On the question whether any of the above events / circumstances / instances occur or have happened, the decision of the Bank shall be final, conclusive and binding on the Borrower and / or the Guarantor(s).

14. JOINT AND SEVERAL LIABILITY
- The Guarantor(s) (and in case there are more than one, all of them jointly and severally), hereby agree to the following:
- 14.1 That the liability is co-extensive with that of the Borrower(s) and as between the Bank and themselves they are to be considered as principal debtors / obligors to the Bank for all dues, obligations, liabilities and responsibilities undertaken in favour of the Bank under this guarantee.
- The Guarantor(s) hereby agrees to keep the Bank fully indemnified against all damage, loss, costs and expenses arising from any failure of the Borrower(s) to carry out any such purported obligation or liability.
- 14.2 That the Bank shall be at liberty to sue the Borrower(s) and the Guarantor(s) jointly and / or severally or shall be entitled to proceed against the Guarantor(s) only, in the first instance.
- 14.3 That the liability of the Guarantor(s) shall not be affected nor shall the Guarantee herein be discharged or diminished by reason of:
- The Bank compounding with, discharging, releasing or waiving the liability of or granting any time, indulgence, or concession to the Borrower(s) or any other person or on failing to claim to enforce payment from the Borrower(s) or any other person; or,
 - by any variance made without their consent in the terms of this contract or transaction between the Bank and the Borrower(s); or,
 - by any contract made between the Bank and the Borrower(s) by which the Borrower(s) be released; or,
 - any act or omission which would not have discharged or affected the liability of the Guarantor(s) had it been the principal debtor instead of the Borrower(s) or by anything done or omitted which but for this provision might operate to exonerate the Guarantor(s); or,
 - by the Bank losing the security; and the Guarantor(s) hereby waive all such rights that may otherwise be available to them.
 - The Bank enforcing or re-storing any of its security and the Bank shall be entitled to take any proceeding (legal or otherwise) against the Guarantor(s) prior to, simultaneously or subsequent to any proceeding (legal or otherwise) against the Borrower(s) or any other person or entity.
- 14.4 That the Guarantor(s)'s obligation to pay arises two days after dispatch of written notice by the Bank by registered post irrespective of whether the Borrower(s) have been called upon or proceeded against to pay the outstanding amount, interest and the charges under said liability to the said bank. Such a notice of demand by the Bank against the Guarantor(s) shall be final and conclusive evidence that the Borrower(s) has committed a default and that the monies and the amounts claimed hereunder due and payable by the Borrower(s) to the Bank and the Guarantor(s) shall not be entitled to challenge the notice on the ground that no default has been committed or the amount mentioned therein as due and payable is not payable or on any other ground whatsoever.
15. CHARGES AND EXPENSES
- The Borrower(s) shall without prejudice to any right the Bank may have in law, pay on demand of the Bank the following charge:
- 15.1 The Borrower(s) shall pay charges as stated in Schedule or such other amount as stipulated by the Bank from time to time, towards Cheque Banking Charges for each time a Post-Dated Repayment Cheque, Standing Instruction, ECS Instruction is returned / evoked for any reason whatsoever.
- 15.2 The Borrower(s) shall from time to time on demand reimburse the Bank for all costs and expenses (including legal fees) that may be incurred in or in connection with the preservation and / or enforcement of any of the rights of the Bank under this Agreement.
- 15.3 The Borrower(s) undertakes to indemnify the Bank against any loss or expense, (including legal fees) which it may sustain or incur as a consequence of any default by the Borrower(s) in the performance of the obligations expressed to be assumed by it in this Agreement.
- 15.4 The Borrower(s) shall be liable to pay various charges for possession of the Asset like tow-away charges, godown charges, rent and other such expenses incurred by the Bank for effecting the possession of the Asset and for its safe keeping etc.
- 15.5 The Borrower(s) shall be liable to pay Cheque Swapping Charge's as stated in Schedule or similar charge's towards replacement of the Post-Dated Cheques/Charge in SVECS instruction given by him.
16. EVIDENCE OF DEBT
- 16.1 The Bank shall maintain in accordance with its usual practice, accounts in its books evidencing the amounts from time to time owing to it herein. A certificate in writing signed by an officer of the Bank stating the amount actually particular due shall be conclusive and binding on both the Borrower(s) and the Guarantor(s).
- 16.2 The Borrower(s) and the Guarantor(s) (jointly and severally) hereby agree to accept the Bank's accounts of sales, realization and recovery of the Hypothecated Asset as a valid proof of amounts realized and related expenses.
- 16.3 In any legal action or proceeding arising out of or in connection with this Agreement, the entries made in the accounts maintained pursuant to Clauses 2 and 3 shall be prima facie evidence of the existence and amount of the obligations of the Borrower(s) therein recorded and amount of realization, recovered and expended;
- 16.4 The Borrower(s) and Guarantor(s) (jointly and severally) hereby agree to accept the Bank's accounts for any amounts due under this Agreement, interest, costs, charges and expenses as a valid proof of the amounts being spent by the Bank.

17. ENFORCEMENT

- 17.1 If the Borrower(s) fails to perform any of the obligations herein and the same (if capable of remedy) is not remedied to the satisfaction of the Bank within the period to be specified by the Bank, or;
- 17.2 Any of the "Event of Default" pursuant to the terms of Clause 13 arise (whether the demand for repayment is actually made or not) then and in such case and at any time thereafter, the Bank through its officers, agents or nominees shall have the right (without prejudice to the right in Clause 7) to take any one or more than one of the following actions without the specific intention of a Court or any Court Order:
 - (i) without any notice and assigning any reason and at the risk and expense of the Borrower(s) and if necessary as Attorney for and in the name of the Borrower(s) take charge and/or possession of, seize, recover, appoint receiver of and remove the Hypothecated Asset. The Bank will be within its rights to use reasonable force to carry away the Asset and/or;
 - (ii) enter into or upon any place or premises where the Hypothecated Asset may be kept or stored and inspect, take or insure the same at the costs and expenses of the Borrower(s); and/or;
 - (iii) sell by auction or by private contract or tender, dispatch or consign for realization or otherwise dispose of or deal with the Hypothecated Asset in the manner the Bank may think fit.
- 17.3 The Borrower(s) hereby agrees and authorizes the officers, agents and nominees of the Bank to do and exercise any one or more than one of the acts and powers mentioned in Clause 13 and Clause 6.
- 17.4 Notwithstanding anything to the contrary expressed or implied:
 - (i) the Bank shall not be bound to exercise any of the powers mentioned in Clause 6 and Clause 13 or any Collateral Documents; or, if the Bank exercises any one or more powers mentioned in Clauses 6 and Clause 13 the same shall be without prejudice to the Bank's rights and remedies of any statutory legal proceeding either pending or that may be initiated against the Borrower(s) and/or the Guarantor(s) in law; or,
 - (ii) the Bank 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 while in the same if in possession of the Bank, its officers, agents or nominees or because of exercise of non-exercise of the rights, powers, or remedies available to the Bank or its officers, agents or nominees and all such loss, damage or depreciation shall be debited to the account of the Borrower(s) in so far as the same may have been caused; or,
 - (iii) neither the Bank nor its agents, officers or nominees shall be in any way responsible and liable and the Borrower(s) hereby agrees not to make the Bank or its officers, agents or any nominees liable of any loss, damage, limitation or otherwise for any belongings and articles that may be kept or lying in the Hypothecated Asset at the time of taking charge and/or possession, seizure of the Hypothecated Asset pursuant to the terms of Clause 13 and Clause 15.

18. DISTRIBUTION OF REALISATION

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

19. SET-OFF AND LIEN

- 19.1 The Borrower(s) expressly accepts that if the Borrower(s) fails to pay any monies when due or which may be declared due prior to the date when it would otherwise have become due or commits any other default under any Agreement (including this Agreement) with the Bank under which the Borrower(s) is enjoying any financial / credit / other facility; then in such event the Bank shall without prejudice to any of its specific rights under each of the Agreements, be absolutely entitled to exercise all or any of its rights under any of the Borrower(s)'s Agreement (including this Agreement) with the Bank at the sole discretion of the Bank.
- 19.2 Until the ultimate balance owing by the Borrower(s) or the Guarantor(s) to the Bank has been paid or satisfied in full the Bank shall have a lien on all property and assets of the Borrower(s) and/or the Guarantor(s) from time to time in the possession of the Bank and a charge over all stocks, shares and marketable or other securities from time to time and get any or all of them registered in the name of the Bank or its nominees whether the same be held for safe custody or otherwise (including but not limited to the dematerialized shares or other securities of the Borrower(s)), held by the Bank as a depository participant.
- 19.3 The Bank shall be entitled to set-off all monies, securities, deposits and other assets and properties belonging to the Borrower(s) and/or the Guarantor(s) in the possession of the Bank, whether in, or on any account of the Bank or otherwise, whether held singly or jointly by the Borrower(s) and/or the Guarantor(s) with others and may appropriate the same for the settlement of debts hereunder.

20. SECURITY AND ASSIGNMENT

- 20.1 The Bank may in its discretion 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 Bank may decide, holding reserving a right to the Bank to retain its power hereunder to proceed against the Borrower(s) and Guarantor(s) on behalf of the purchaser, assignee or transferee, any or all outstanding and dues of the Borrower(s) and Guarantor(s) to any third party of the Bank's choice without reference to or without written intimation by the Bank or to the Bank, any such action and any such sale, assignment or transfer shall bind the Borrower(s) and Guarantor(s) to accept such third party as creditor exclusively or as a joint creditor with the bank, or as creditor exclusively with the right to the Bank to continue to exercise all power hereunder on behalf of such third party

and to pay over such outstanding and dues to such third party and/or to the Bank as the Bank may direct. Any cost in this behalf, whether on account of such sale, assignment or transfer or enforcement of rights and recovery of outstanding and dues shall be to the account of the Borrower(s) and Guarantor(s). The Borrower(s) and Guarantor(s) acknowledges and undertakes to pay to third parties the difference between the amount outstanding and the amount received by the Bank in the event of transfer of the portfolio to a third party. The third party shall have the authority to collect the due amounts.

- 20.2 The Borrower(s) and / or the Guarantor(s) expressly agrees, recognizes and accepts that the Bank shall be absolutely entitled and full power and authority to securities in whole or in part, and / or whether with or without the underlying security the auto bank along with all the amounts outstanding thereon, in such manner and on such terms the Bank may decide, irrespective of whether the Bank gives the Borrower(s) and / or the Guarantor(s) notice regarding the same.
- 20.3 The Bank may disclose to a potential assignee or to any person who may otherwise enter into contractual relations with the Bank in relation to this Agreement such information about the Borrower(s) as the Bank shall consider appropriate.
- 20.4 The Borrower(s) expressly recognizes and accepts that the Bank shall be absolutely entitled and have full power and authority to sell, assign or transfer in any manner, in whole or in part, and in such manner and on such terms as the Bank may decide, holding reserving a right to the Bank to retain its power hereunder to proceed against the Borrower(s) on behalf of the purchaser, assignee or transferee, any or all outstanding and dues of the Borrower(s), to any third party of the Bank's choice without reference to or without written intimation to the Borrower(s). Any such action and any such sale, assignment or transfer shall bind the Borrower(s) to accept such third party as creditor exclusively or as a joint creditor with the Bank, or as creditor exclusively with the right to the Bank to continue to exercise all powers hereunder on behalf of such third party and to pay over such outstanding and dues to such third party and/or to the Bank as the Bank may direct. The Borrower(s) acknowledges and undertakes to pay to third parties the difference between the Loan amount outstanding and the amount received by the Bank 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.
- 21. THE BANK WILL NOT BE LIABLE FOR ANY DELAY OR PAYMENT INTEREST OR DEFECT IN TITLE OR PROPERTY OF THE ASSET
Notwithstanding anything contained herein:-
 - 21.1 The Bank shall not in any way be responsible for delay, omission or neglect in execution, damage or loss of any cheques (already given or to be given by the Borrower(s) to the Bank) in terms hereof for any reasons whatsoever, and/or
 - 21.2 No interest or compensation shall be payable by the Bank to the Borrower(s) on the proceeds to be held by the Bank or during the period the same shall be payable by the Bank for being applied in terms of Clause 19 and/or,
 - 21.3 The Bank shall not be responsible for delay, or non-delivery, or any defect, damage, or quality of the Asset. It is further agreed that the Bank shall not be responsible or liable even if there is a defect or depreciation of any nature in the title given in the Asset in regard to be a stable Asset or ownership of the Asset.
- 22. SEVERABILITY
If any provision of this Agreement is invalid or unenforceable or prohibited by law where that provision is to be performed, this Agreement shall be considered divisible as to such provision and such provision shall be inoperative and shall not be part of the consideration moving from any party here to the other and the remainder of this Agreement shall be valid and binding and of like effect as though such provision was not included here in.
- 23. CONSENT TO DISCLOSURE
 - 23.1 The Borrower(s) authorize HDFC Bank to disclose, from time to time any information relating to the Loan to any parent / subsidiary / affiliate / associate entity of HDFC Bank, and to third parties engaged by HDFC Bank for purposes such as marketing or services and products.
 - 23.2 The Borrower(s) / Guarantor(s) understand that as a pre-condition, relating to grant of the loans / advances / other non-fund-based credit facilities to me / us, the Bank, requires in / in / in / in consent to the disclosure by the Bank of, information and data relating to in / in / in / in, of the credit facility availed to be availed, by in / in / in / in, obligations as mentioned to be assumed, by in / in / in / in, in relation thereto and default, if any, committed by in / in / in / in, in discharge thereof.
 - 23.3. Accordingly, The Borrower(s) / Guarantor(s) hereby agree and give consent for the disclosure by the Bank of all or any such:
 - a) Information and data relating to in / in / in / in;
 - b) The information or data relating to any credit facility availed or / to be availed, by in / in / in / in; and
 - c) Default, if any, committed by in / in / in / in, in discharge of in / in / in / in's stock obligations.
 As the Bank may deem appropriate and necessary to disclose and furnish to Credit Information Bureau (India) Limited and any other agency authorized in this behalf by RBI.
 - 23.4. The Borrower(s) / Guarantor(s) declare that the information and data furnished by in / in / in / in to the Bank are true and correct.
 - 23.5 The Borrower(s) / Guarantor(s) undertake 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 Bank 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 processed information and data or products thereof prepared by them, to banks / financial institutions and other credit grantors or regulated users, as may be specified by the Reserve Bank in this behalf.

24. COMMUNICATION/NOTICE/RESPONSE

24.1 Notice, payment and/or other communication provided for in this Agreement shall be in writing and shall be transmitted

(a) by postage prepaid, registered airmail or by internationally recognized courier service or (b) telex, cable, or facsimile transmission to the parties as follows, as elected by the party giving such notice.

(i) In the case of notice or payments to the Bank, to the Bank's Lending Office Address as per the Schedule with a caption "Manager-Asset Finance".

(ii) In the case of notice or payments to the Borrower(s), to the Borrower(s) address as per Schedule.

(iii) In case of notices to Guarantor(s), to the Guarantor(s) address as per Schedule.

24.2 All notices, payments and/or other communications shall be deemed to have been validly given on (a) the expiry of the one day after posting if transmitted by airmail, or (b) the date of receipt if transmitted by courier, or (c) the date immediately after the date of transmission with confirmed answer back if transmitted by cable, telex or facsimile transmission, whichever shall first occur.

24.3 Either party may, from time to time, change its address or representative for receipt of notices or other communications provided for in this Agreement by giving to the other not less than 21 days prior written notice to the party.

24.4 In all correspondence, the Loan Account Number and complete Vehicle details (i.e. also the Vehicle Registration Number, Machine No., Serial No., Engine Number and Class Number) should be quoted by the Borrower(s) & Guarantor(s).

25. FAX INCIDENTALITY

25.1 The Borrower and/or Guarantor(s) are aware that transmission of instructions through Facsimile ("Fax") involves a number of risks including fraudulent alterations and incorrect transmissions and absence of confidentiality. However, the Borrower and/or Guarantor(s) are deemed to provide instructions ("instructions") to the Bank through Fax for all matters under this Agreement including in relation to the Loan and the operation thereof.

25.2 In consideration of the Bank permitting the same, the Borrower and/or Guarantor(s) hereby irrevocably, jointly and severally agree, confirm and undertake with the Bank as under:-

i. The Bank shall be entitled (without being bound to do so) to rely upon the instructions provided through Fax (and believe the same to be genuine), for their any requirements. In case of any question as to what were the instructions provided or received, the records of the Fax received by the Bank from the Borrower and/or Guarantor(s) shall be final.

ii. The Borrower and/or Guarantor(s) shall ensure that the instructions provided through Fax to the Bank are executed by a person duly authorized in that behalf ("Authorized Person") and the Bank shall not be responsible for conducting any verification in that regard, whatsoever.

iii. The Borrower and/or Guarantor(s) confirms that the Bank shall not be bound to act in accordance with whole or any part of the instructions as it may appear in the instruction so conveyed and the same shall be at the Borrower's and/or Guarantor(s) risk and the Bank shall not be liable for the consequences of any stock omission or omission to act or delay in its action.

iv. The Borrower and/or Guarantor(s) shall deliver on the same day or on immediate next day to the Bank the original instructions in writing signed by the Authorized Person with a marking on the top "confirmation of the same". The Bank shall not be required to await receipt of the said instruction in writing before taking any action in connection with the instructions provided through fax and the non-compliance and non-conformity of such instruction in writing shall not in any manner prejudice to the Bank's right.

v. The Borrower and/or Guarantor(s) shall indemnify and keep the Bank indemnified from and against all actions, suits, proceedings, claims, damages, expenses, losses and liabilities whatsoever arising in connection with or relating to any instructions provided by Fax by the Borrower and/or Guarantor(s) received by the Bank or claimed to have been sent by the Authorized Person pursuant to this Clause 25.

vi. The Bank may at any time whatsoever without assigning any reason withdraw or modify or add the facilities provided to the Borrower/Borrowers.

vii. The Borrower and/or Guarantor(s) are aware and confirms that the Bank is agreeing to act on any instruction provided through Fax only by reason of, and relying upon these undertaking and indemnities contained in this Clause 25.

26. BENEFIT OF AGREEMENT

26.1 This Agreement shall be binding upon and enforceable to the benefit of each party hereto, its heirs, executors, administrators, legal representatives and successors (as the case may be) subject to Clause 1, Clause 6 and Clause 14.

26.2 In case of the death of the Borrower(s), where the Borrower(s) is an individual the legal representative shall do the following:

(a) Apply under the Motor Vehicle Act 1988 to get the Asset transferred in his name.

(b) Replace the Post dated cheques, insurance premium cheques, fees, charges and other all requisites signed by the deceased Borrower(s), in the same manner as provided in this Agreement as if he were the Borrower(s) in the first instance.

(c) Execute a fresh Agreement, Powers of Attorney and stock other documents as required by the Bank. Provided that the Bank shall be entitled to exercise its sole

discretion in determining whether or not to enter into an Agreement etc. with the legal representative and subject to further, the legal representative meeting the Bank's credit criteria and other requirements from time to time. In case the legal representative does not refuses to follow the above procedure or does not meet with the Bank's credit and other requirements the Bank shall be entitled to, at its sole discretion, repossess/dispose of/sell/transfer the Asset to any third party or to a third party, which the Bank shall nominate and the short fall on stock recovery shall be recovered from the legal representative.

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

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

26.5 The Borrower(s) and/or Guarantor(s) expressly agrees, recognizes and accepts that the bank shall be absolutely entitled and full power and authority to secure in whole or in part, and/or whether with or without the underlying security the Loan along with all the amounts outstanding thereon, in such manner and on such terms the bank may decide, irrespective of whether the bank gives the Borrower(s) and/or the guarantor any notice regarding the same.

26.6 The Bank may disclose to a potential assignee or to any person who may otherwise enter into contractual relations with the Bank in relation to this Agreement such information about the Borrower(s) and the Guarantor(s) as the Bank shall consider appropriate.

27. MISCELLANEOUS

27.1 The Schedule attached hereto shall form part and parcel of this "Composite Agreement for Asset Loan and Guarantee".

27.2 The Borrower(s) expressly agrees that any dealer/supplier/manufacturer/seller for the Asset, by or through whom this transaction may have supplier/manufacturer/seller of the Vehicle/Equipment and that the Bank shall not be liable for any representations or statements made by stock dealer/supplier/manufacturer/seller to the Borrower(s) have been introduced, negotiated or concluded shall not be deemed to be an agent of the Bank or shall be deemed to be the agent of stock dealer/supplier of the manufacturer/seller of the Asset and that the Bank shall not be liable for any representations or statements made by stock dealer/supplier/manufacturer/seller to the Borrower(s).

27.3 No forbearance, indulgence or relaxation or inaction by the Bank at any time to require performance of any of the provisions of this Agreement shall in any way affect, diminish or prejudice the right of the Bank to require performance of that provision and any waiver or acquiescence by any party of or in any breach of any of the provisions of this Agreement shall not be construed as a waiver or acquiescence in any continuing or succeeding breach of such provisions, a waiver of any right hereunder or anything out of this Agreement or acquiescence in or recognition of rights and/or position other than that expressly stipulated in this Agreement.

27.4 All remedies of the Bank under this Agreement while the provided herein or conferred by statute, common law, custom or trade usages are cumulative and not alternative and may be exercised successively or concurrently.

27.5 No modification or amendment of this Agreement and no waiver of any of the terms or conditions hereof shall be valid or binding unless made in writing and duly executed by all the parties.

27.6 This is a continuing Agreement and all the rights, powers and remedies hereunder shall apply to all past, present and future obligations of the Borrower(s) and the Guarantor(s) to the Bank, including those arising under successive transactions which shall either continue existing obligations, increase or decrease them or from time to time create new obligations after any or all prior obligations have been satisfied, and notwithstanding the death, incapacity, or bankruptcy of the Borrower(s) or the Guarantor(s), or any other event or proceeding affecting the Borrower(s) or the Guarantor(s).

27.7 The headings of the articles and other sub-division of the Agreement have been inserted for convenience of reference only and shall not be deemed to constitute a part hereof or shall the same effect of the interpretation of any part of the Agreement.

27.8 In this Agreement, if the context permits or requires words importing the masculine gender shall include the feminine and vice versa and words in the singular numbers shall include the plural and vice versa.

28. JURISDICTION

The parties hereto expressly agree that all disputes arising out of and/or relating to this Agreement including any Collateral Document shall be subject to the exclusive jurisdiction of a competent court in the city where the Leading office of the Bank is situated above.

29. EXPENSES OF THE AGREEMENT

All costs (including advocates cost), charges, expenses, taxes, duties (including stamp duties) registration charges in connection with the agreement,

any document executed pursuant hereto and the creation, enforcement, realization or attempted realization of any security, leasing and taking possession of, maintaining, storage and selling of the vehicle shall be incurred and paid by the Borrower(s) above. In the event the stamp charges as aforesaid are paid by the Bank on the Borrower's behalf, the Borrower shall reimburse the same at once to the Bank within 24 hours of the Bank's demand.

30.

ACCEPTANCE

- 30.1 The Borrower(s) has read the entire Agreement including the details given in Schedule which have been filed in the presence of the Borrower(s). The Borrower(s) hereby expressly and irrevocably agree to be bound by all the conditions including the details in Schedule.
- 30.2 The aforesaid Agreement and other documents have been explained in the language known to the Borrower(s) and the Borrower(s) has understood the entire meaning of the various clauses.
- 30.3 The Borrower(s) is aware that the Bank shall agree to become a party to this Agreement only after satisfying the law in regard to all conditions and details filed by the Borrower(s) in the Application for the Loan and Agreement in consonance with the Bank's policy.
- 30.4 The Borrower(s) agrees that this Agreement shall be deemed to commence and become legally binding on the date when the authorized officer of the

Bank signs this Agreement at the city where the leading office of the Bank is situated. It shall be in force till all the monies due and payable to the Bank under this Agreement as well as all other Agreements, documents that may be subsisting / executed between the Borrower(s) and / or the Guarantor(s), are fully paid.

31.

ARBITRATION

The parties hereby expressly agree that all disputes arising out of and/or relating to this Agreement including any Collateral Documents shall be subject to the exclusive jurisdiction of the Court/Tribunal of the city in which the Branch of HDFC Bank Limited which is party to this agreement is situated, provided however that if any dispute arising under this agreement is below the pecuniary jurisdiction limit of the Debt Recovery Tribunal established under Recovery of Debts Due to Banks and Financial Institutions Act, 1993 (51 of 1993), then such dispute shall be referred to arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996 as may be amended, or its re-enactment, by a sole arbitrator, appointed by the Bank. The costs of such arbitration shall be borne by the losing Party or otherwise as determined in the arbitration award. If a party is required to enforce an arbitral award by legal action or any kind, the party against whom such legal action is taken shall pay all reasonable costs and expenses and attorneys fees, including any cost of additional litigation or arbitration taken by the party seeking to enforce the award.

IN WITNESS WHEREOF I/WE hereunto set My / Our hands _____ (Place) this day of _____



(Borrower)



(Co-Borrower)



(Co-Borrower)



(Co-Borrower)



(Guarantor)



(Co-Borrower)

AGREEMENT FOR LOAN AND GUARANTEE

This composite Agreement for Loan and guarantee is made on the date and at the place mentioned in the Schedule hereunder written,

BETWEEN

1. The 'Borrower', 'Co-Borrower' the details whereof are stated in the Schedule hereunder written of the First Part.

AND

2. The 'Guarantor', the details whereof are stated in the Schedule hereunder written of the Second Part.

AND

1. HDFC BANK Ltd., a banking company within meaning of the Banking Regulation Act, 1949 having its registered office at HDFC Bank House, Senapati Bapat Marg, Lower Parel (West), Mumbai 400 013 and a branch office in India at the address mentioned in the Schedule hereunder written hereinafter referred to as "the Bank" (which expression shall, unless repugnant to the context or meaning thereof, shall be deemed to mean and include its successors and assigns) of the Third Part.

The Borrower and the Co-Borrower shall unless it is repugnant to the context or meaning thereof jointly referred hereinafter as the Borrowers,

WHEREAS:

The Borrower(s) has approached the Bank to avail of a loan to be extended to the Borrower for against any of the following purposes and the Guarantor(s) has/ have agreed to guarantee the said Loan.

- (a) Purchase of new Asset along with all accessories and any incidental expenses,
- OR
- (b) Refinance on the old asset / Purchase of an old Asset with all accessories and any incidental expenses.
 - (c) The purpose for which the loan is given is specified in the Schedule hereunder written
 - (ii) At the request of the Borrower(s) and / or the Guarantor(s), the Bank has granted / agrees to grant the loan requested for, upon the following terms and conditions which have been duly accepted by the Borrower(s) and Guarantor(s) jointly and / or severally.

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

1. DEFINITIONS : The terms and expressions contained in this Agreement and specified in the "Schedule" are briefly defined as under. -

- 1.1 "Borrower", "Co-Borrower" shall mean and include where the context admits and subject as hereinafter provided, (a) in case the Borrower is an individual/sole proprietary concern the heirs, executors legal representatives and permitted assigns of the individual/sole proprietor; (b) in case the Borrower is a partnership firm the partners for the time being and from time to time of the partnership firm, the survivor or survivors of them, their respective heirs, administrators, executors, legal representatives and permitted assigns and (c) in case of the Borrower being a company its successors and permitted assigns. (d) if the Borrower is an HUF, all the members of the HUF and the executors and administrators.
- 1.2 "City of Registration" in relation to:
 - (a) New Asset to be acquired, shall mean the city where the Asset is to be registered, if required and
 - (b) Used Asset acquired or to be acquired, shall mean the city or town where such Asset is registered, if required, with the Registering Authority.
- 1.3 "Asset/s or Hypothecated Assets" shall collectively or otherwise referred specifically for context herein shall mean and includes certain commercial / agriculture / farm equipment, tools & machinery and / or other vehicles with accessories used in agriculture activities & process, certain equipment, machinery and / or vehicles used in construction activity and / or in support of construction activity and / or mining activity and / or material handling activity and / or industrial activity and / or any motor vehicle to be owned and acquired by the Borrower(s) in respect of which the Loan is to be made as acceptable to the Bank, which is to be owned by the Borrower(s) or which is owned by the Borrower(s) and against the security of which the Bank has granted the

Loan.

- 1.4 "Clause" shall mean the clause in this Agreement.
- 1.5 "Corporation" shall mean any body corporate constituted or incorporated under any statute.
- 1.6 "Documents" or "Collateral Documents" shall mean this Agreement and such other documents incidental hereto and / or contemplated hereby, which the Borrower has furnished to the Bank and / or on which the Bank has relied upon to extend this loan facility to the Borrower.
- 1.7 "Fees" and "Charges" shall mean and include Processing Charges, Service Charges, Pre-Payment charges, Cheque Bounce Charges, Late Payment Charges, Cheque Swapping Charges, Loan Rescheduling Charges, Loan Statement Charges, Loan Cancellation & Rebooking Charges, Stamp Duty and other statutory charges, NDC Issuance Charges, Legal Collection, Repossession & Incidental Charges, Valuation Charges, Change in Repayment Frequency Charges and all other amounts receivable by the Bank hereunder, but not limited to those specified herein.
- 1.8 "Guarantor(s)" shall mean and include, where the context admits and subject as hereinafter provided, in case the Guarantor(s) is an individual/sole proprietary concern - the heirs, executors, legal representatives and permitted assigns of the individual/sole proprietor; (i) in case the Guarantor(s) is a partnership firm - the partners for the time being and from time to time of the partnership firm, the survivor or survivors of them, their respective heirs, administrators, executors, legal representatives and permitted assigns and (ii) in case of the Guarantor(s) being a company its successors and permitted assigns. Provided that where there are more than one Guarantors the above term shall mean and include all the persons stated above, depending on the status of each such Guarantor.
- 1.9 "Installment/s" shall mean the amounts of periodic payments to be made by the Borrower as per the scheme selected by the borrower as specified in item no. 11 of the schedule hereunder written, necessary to repay the loan inclusive of interest tax and other dues over the period of the loan.
- 1.10 "Lending Office" in relation to the Bank shall mean the branch office of the Bank, from where the loan is sanctioned and / or disbursed.
- 1.11 "Loan" shall mean the loan amount provided herein and the Schedule.
- 1.12 "Late Payment Fees" shall mean the fees assessed for a payment delayed beyond the due date of the installments and as specified in the schedule hereunder written, where applicable.
- 1.13 "Post Dated Cheques (PDCs)" shall mean the post-dated cheques drawn to match the due date of each installment, on request and if so required by the Bank.
- 1.14 "Prepayment" shall mean premature repayment of the loan amount and other charges under this Agreement, as per the terms and conditions laid down by the Bank in that behalf and in force at the time of repayment.
- 1.15 "Rate of Interest" shall mean the rate of interest referred to in the Schedule hereunder written.
- 1.16 "Repayment" means the repayment of the principal amount of the loan; interest thereon, commitment and / or any other charges, Insurance (when applicable), premium, fees and / or all other dues payable in terms of this Agreement to the Bank and means in particular repayment as provided in this Agreement.
- 1.17 "Sub-Clause" unless otherwise stated, shall mean the sub-clause of the clause in which the reference appears.
- 1.18 "Electronic Clearing System" (ECS) a debit clearing service notified by Reserve Bank of India participation which has been consented to in writing by the Borrowers for facilitating payment of Installments.
- 1.19 "Standing Instruction" (SI) written instructions issued by the Borrowers to the Bank to debit the account of the Borrowers maintained with the Bank for facilitating payment of installments

2. LOAN AMOUNT, INTEREST AND CHARGES;

- 2.1 The Bank hereby grants / agrees to grant, to the Borrower(s) a loan facility in the aggregate amount at the rate of interest as stated in the Schedule hereunder written on the terms and conditions herein set forth through its Leading Office. The Bank in its sole discretion would be entitled to modify and vary the said rate of interest from time to time holding on account of changes in interest rates made by the Reserve Bank of India from time to time. In the event rate of interest is modified, then in such event interest would be payable by the Borrower at the revised rate of interest. The Borrower shall keep himself / herself / itself advised of the variations from time to time. The Borrower shall also pay and bear all interest tax and other taxes as may be applicable, if any.
- 2.2 The Borrower(s) shall pay to the Bank interest as mentioned in the Schedule hereunder written. The instalment(s) comprises of principal and interest calculated on the basis of revolving balance of principal at the rate applicable and is rounded off to the next rupee. Interest and other charges shall be computed on the basis of a year of three hundred and sixty (360) days or three hundred and sixty five (365) days, as the case may be. The payment schedule of the instalment(s) in respect of the loan is given in the schedule below.
- 2.3 On delay in the repayment of interest and / or any other repayment by the Borrower(s) beyond stipulated date, the Bank shall be entitled to charge an additional interest as stated in the schedule or such other rate as may be specified by the Bank from time to time on the entire outstanding amount, with the principal, interest and any other charges payable hereunder. The above mentioned charge would not absolve the obligation of strict compliance with the repayment schedule. The parties hereby expressly agree that time is the essence of the contract.
- 2.4 All payments to be made by the Borrower(s) to the Bank (s) under or in terms of this Agreement shall be made by cheque duly crossed and marked "A/c Payee Only" and the collection charges, if any, in respect of all such cheques will be borne in favour of the Bank as and from the date of issuance of the cheque irrespective of the time of transit / collection / realization / of the cheque by the Borrower(s) or its bank. The Borrower(s) agrees to replace the cheques / issue fresh cheques if required by the Bank.
- 2.5 Any dishonouring of cheque / revoke the SI / ECS instructions, would make the Borrower(s) liable to a flat charge and in case of dishonouring / non-payment on the second presentation, Cheque Bouncing Charges as stated in the Schedule would be levied. The levy of charge upon dishonouring / non-payment of the cheque, revoke of SI / ECS instructions is without prejudice to the rights of Bank under section 138 of Chapter XVII of the Negotiable Instruments Act, 1881 or any other rights and remedies in law.
- 2.6 The Borrower(s) shall pay one time up front fees towards services to be rendered by the Bank. The apportionment for service rendered is described in schedule of this Agreement.
- 2.7 The Bank shall furnish a statement of account on or by the 31st of March each year, or at the beginning of Loan Agreement stating therein the amount due, the interest charged etc. Any such statement of account furnished by the Bank shall be accepted by and be binding on the Borrower(s) and shall be conclusive proof of the correctness of the amount mentioned therein. Without prejudice to what is stated above, if the Borrower(s) desires to question any statement or any part thereof or any matter connected therewith the Borrower(s) and shall inform the Bank with all details of the same within 15 days of the receipt of the statement by the Borrower(s) and the Borrower(s) shall not be entitled to do the reverse or any ground whatsoever.
- 2.8 Any dispute being raised about the amount of interest computable or any other amount under the Agreement will not enable the Borrower(s) to withhold payment of any instalment.
- 2.9 The charges mentioned in the Schedule of this Agreement are subject to change at the sole discretion of the Bank.
- 2.10 The loan shall be disbursed in one lump sum or in installments in the sole discretion of the Bank (which decision shall be final and binding on the Borrower(s)). The Borrower(s) shall acknowledge the receipt of the loan disbursed in writing.
- 2.11 In case of any statement or Duplicate Document specially required by the Borrower, the bank shall charge as stated in the Schedule.

3. REPAYMENT

- 3.1 The loan amount, interest and other charges thereon shall be repaid by the Borrower(s) in instalments as per the repayment schedule specified hereunder. Notwithstanding the same, the Bank may at any time, without the provision of any reason therefor, require repayment of the loan amount, interest and other charges thereon as mentioned in the Schedule forthwith on demand and may appropriate all the amounts available with the Bank towards these amounts and in such case the borrower and / or Guarantor(s) agrees and undertakes to prepay the loan as mentioned above forthwith. Further, the computable / fixation of instalments shall be without prejudice to the right of the debenture of the Asset. The repayments shall commence as per the repayment scheme irrespective of the delivery of the Asset. Strict compliance with the repayment scheme is an essential condition for the grant of the loan. The Borrower(s) shall repay the loan, interest and other charges by way of instalments, the number of which is mentioned in the Schedule hereunder written and or amount(s) also mentioned in the Schedule. Out of these instalments, the number of instalments as mentioned in the Schedule hereunder written are payable prior to the disbursement of the Loan (Advance EMI Instalments). The balance number of instalments as the Schedule are each payable at the end of period or as specified in the Schedule hereunder written by delivering to the Bank, the cheques, in advance, duly signed. The first of the balance instalments shall be due on the date mentioned in the schedule, or after such other period as specified by the Bank from time to time. The number of cheques and the amounts of instalments are as mentioned at in the Schedule with date corresponding with the day when each of the above instalments is payable, each in favour of the Bank (the said cheques are hereinafter referred to as "Post Dated Repayment Cheques").

3.2 No notice, reminder or intimation shall be given by the Bank to the Borrower(s) prior to the presentation of any the Post Dated Repayment Cheques and Insurance Premium Cheques to the respective drawee banks for encashment thereon.

3.3 Each of the above Post-Dated Repayment Cheques shall be deemed to have been drawn on the date that it appears on each of such cheques. Such PDCs shall be drawn from a scheduled bank situated in a town or city where such Leading office of the Bank is located.

3.4 The Borrower(s) may, prepay the whole or any part (at the discretion of the bank) of the outstanding loan (including interest, fees and charges thereon) by giving a notice in writing to that effect. The Borrower(s) would have to give minimum written notice of 30 days expressing his intention to prepay the loan amount unless the same is waived by the Bank.

3.4.1 In such an event the Bank will be entitled to charge Prepayment Charges as mentioned in the Schedule on the principal outstanding, or any other rate which is applicable at such time as per the Bank's policy on the Principal outstanding. Prepayment will be applied to instalments in reverse order of maturity. The interest and any other charges due would be payable till the end of the month in which the prepayment notice expires and the interest has been computed as per clause 2 of this Agreement. The prepayment shall take effect only when cash has been paid in or cheques have been cleared.

3.4.2 In the event (a) the Borrower(s) and / or the Guarantor(s) does not utilize the Loan, or (b) the Borrower(s) and / or the Guarantor(s) requests the Bank to cancel the Loan within 7 days of the issuance of cheque demand draft of the Loan to the Borrower(s) and / or the Guarantor(s) or the dealer and / or insurance company on behalf of the Borrower(s) and / or the Guarantor(s), as the case may be, the Borrower(s) and / or the Guarantor(s) shall be liable to pay cancellation charges and other charges, if any, as set out in the schedule hereunder written. Notwithstanding anything contained herein the Bank may at its sole and absolute discretion, suspend or cancel the Loan if the same is not utilized within the time as mentioned above in this clause.

3.5 The Bank may at its absolute discretion on a requirement of any or more of the Post-Dated Cheques, pay insurance premium or part thereof or any fees or charges payable by the Borrower(s) herein without adjusting the proceeds of such cheques (as the case may be) towards any instalment or instalments.

3.6 If any, more than one or all of the Post-Dated Cheques delivered to the Bank by the Borrower(s) pursuant to the terms of sub-clause 3.1 or to be delivered in terms of the Sub-clause:

- (i) is lost, destroyed or misplaced while in custody of the Bank; or
- (ii) becomes non-encashable due to death, insolvency, insanity, termination of authority or otherwise of the signatory thereof or liquidation or any moratorium of the drawee bank, then in that event, the Borrower(s) shall, within three working days of receipt of any intimation of such loss, destruction or misplacement (as the case may be) from the bank or immediately on the said cheques or any of those being non-encashable due to the reasons mentioned in (i) above, deliver to the Bank such a number of cheques (if any) that have been lost, destroyed, misplaced or become non-encashable drawn in the manner mentioned in Sub-Clause. Any non-presentation on the part of the Bank due to any reason whatsoever will not affect the liability of the Borrower(s) to repay the loan and / or any other amount under this Agreement.

3.7 The Borrower(s) shall not give any instructions to the Bank not to deposit the cheque given by it or cease the account or cease to operate the account in relation to which the post dated cheques have been issued and in case it does so it may be presumed that the same has been done to avoid prosecution under the Negotiable Instruments Act 1881.

Any dishonour of the cheque / revoke of SVECS instruction shall give presumption that from the very inception the Borrower(s) had no intention to honour the cheque SVECS instruction and the cheques SVECS instruction had been given to obtain the loan and shall be liable to be prosecuted under the provisions of the Negotiable Instrument Act read with the Indian Penal Code and any other law applicable to such dishonour for the time being in force.

3.8 Upon execution of this Agreement the Borrower(s) / Guarantor(s) shall execute a Promissory Note of the value of the total loan amount less the Advance Instalment. It is expressly clarified that such Promissory Note shall be by way of collateral security and shall not be deemed to be conditional payment for the Loan.

3.9 In the event of cancellation of the loan agreement before the delivery of the Asset, the customer is liable to pay the Loan Cancellation / Rebooking charges as stated in the schedule in addition to other charges as expressed in the agreement.

3.10 In the event the Borrower(s) and / or Guarantor(s) request the Bank and the Bank agrees to waive the requirement for post-dated cheques for a temporary period, the Borrower(s) and / or Guarantor(s), as the case may be shall pay the Loan Balance and instalment and every part thereof on the concerned due dates at the place as desired by the Bank. The Borrower(s) and / or the Guarantor(s), as the case may be further undertake that if the Bank has to collect such amounts, the Borrower(s) and / or Guarantor(s) as the case may be, shall pay to the Bank all charges, as stated in the schedule, for each such instalment or other amount. The Borrower(s) and / or Guarantor(s) agree that where ever Security Cheques has been issued by the Borrower(s) and / or Guarantor(s), Bank has the right to deposit the same, in the event of non payment of instalment obligation to Bank towards the loan availed.

4. COVENANTS FOR PRICE OF THE ASSET

4.1 The parties hereby confirm that the Asset Price has been arrived at after taking into account all relevant taxes, duties and duties applicable as on the date of this Agreement. The Borrower(s) agrees that the instalments shall be increased by any fresh imposition or increase in Asset Price, taxes, duties,

- leaks and charges during the subsistence of this Agreement or that are or may be leaked on the instalments or the transaction hereunder or are or may become payable by the Bank by virtue of anything in this Agreement. In the event of such taxes, duties, leaks and charges increasing during the period of the placing of the order of the Asset and its acceptance and execution delivered to the Borrower(s), such increases shall be borne and paid by the Borrower(s).
- 4.2 If the price of the Asset (in case of acquiring a new Asset) is revised upwards after the date hereof, then and in that event the Borrower(s) shall pay of the amount (in addition to the amount paid or to be paid by him/it along with the loan as the price of the Asset) that may be required for acquiring the Asset at such revised price and the Bank shall not be liable to pay any amount by way of balance or otherwise for such increase in price of the Asset.
- 4.3 If the Borrower(s) fails to pay the amount as mentioned in Sub-clause 4.2 within fifteen days of revision of the price of the Asset or within the period allowed for this purpose by the manufacturer or dealer of the Asset, whichever is earlier, then and in that event the Bank may at its discretion as agent of the Borrower(s) cancel, annul or rescind the booking of the Asset and collect the refund or booking price (after stock deductions as may be made by the manufacturer of the Asset or its dealer) to adjust the title or against any amount that may be due and payable by the Borrower(s) to it in terms hereof.
- 4.4 The Borrower(s) for the purpose of clause 4-3 hereby irrevocable authorizes the Bank to cancel, annul or rescind any booking of the Asset and to receive any refund or booking price of the Asset from the manufacturer thereof or its dealer.
5. SECURITY
- 5.1 In consideration of the Bank having granted or agreed to grant to the Borrower(s) the loan subject to the terms and conditions mentioned here in, the Borrower(s) hereby hypothecates to and charges in favour of the Bank by way of first and exclusive charge the Asset described in the Schedule hereunder. The Borrower(s) confirms that the Asset(s) carries no prior liens and free from any encumbrances. Provided that if the Asset(s) to be acquired has not been delivered to and/or registered (wherever applicable) in the name of the Borrower(s) at the time of signing of this Agreement, the particulars of the Asset(s) shall be informed in writing by the Borrower(s) or direct the dealer to supply the same within two days of stock delivery and/or registration, whereupon stock writing shall form part of the Schedule and this Agreement hereof.
- 5.2 That the Bank is not responsible for delivery of duly endorsed Registration Certificate and that the Borrower(s) shall not withhold payment for stipulated instalments on the pretext that Registration Certificate has not been delivered.
- 5.3 The Borrower(s) and / or the Guarantor(s) hereby expressly and irrevocable agree that they shall be estopped in law from taking the plea that or the date the loan Agreement was signed the exact details of the Asset were not available.
- 5.4 The Borrower(s) undertakes to get the endorsement to hypothecation done in the registration Certificate from the concerned Registering Authority (wherever applicable). The endorsement shall be made in the name of "HDFC Bank Limited". The Borrower(s) (where the Borrower(s) or any of them is a company undertakes to get the charge registered with the relevant Registrar of Companies (ROC) in a manner acceptable to the Bank.
- 5.5 The charge created by the Borrower(s) in clause 5.1 above shall stand as security for the repayment and payment by the Borrower(s) of the loan granted or to be granted to the Borrower(s) by the Bank and of all fees, interest, costs and expenses incurred or to be incurred by the Bank hereunder and all other monies payable or to become payable by the Borrower(s) to the Bank pursuant to the terms hereof.
- 5.6 The charge herein created shall continue in force and until the Bank shall issue a Certificate discharging the security created herein and shall not affect, impair or discharge the liability of the Borrower(s) by winding up (liquidation or otherwise) or by any merger or amalgamation, reconstruction, take over of the management, dissolution or nationalization (as the case may be) of the Borrower(s); and
- 5.7 The charges hereunder created shall remain in full force so long as all the repayments and payments mentioned in clause 3 are not made.
- 5.8 The hypothecation shall be deemed to take place immediately on signing of this Agreement or delivery of the Asset as the case may be whichever is earlier.
- 5.9 The Borrower(s) shall create, provide security and / or guarantee(s) as may be considered appropriate by the Bank and in such manner and form as the Bank may in its sole discretion require as security for payment of all the dues of the Borrower(s) under this Agreement or otherwise in relation to the Loan including principal amount, interest, additional interest, costs, service charges, and all other amounts due. The security may be in such manner and form as the Bank may require.
- 5.10 The Borrower(s) shall at its own expense during the continuance of the security herein keep the Hypothecated Asset covered under comprehensive risks, including riot, civil commotion risks, fire, theft, unlimited third party risk and other hazards as stipulated from time to time with such insurance company as may be required by the Bank by timely payment of all premium in respect of such insurances and produce and deliver (upon request by the Bank) any last-ounce policy, cover note or receipt on demand by the Bank (or its inspectors) and verification.
6. REPRESENTATIONS BY THE BORROWER(S) AND THE GUARANTOR(S)
- 6.1 The Borrower(s) and the Guarantor(s) jointly and severally represent that
- (i) (in case of it being a Corporation) is a Corporation duly incorporated or constituted and existing under the laws of India with power to enter into this Agreement and each of the documents to which it is or will be a party; and all corporate and other actions have been duly taken which are required to be taken by any person to authorize the execution by the Borrower(s) and the Guarantor(s) of this Agreement and of each Collateral Document

the performance by it of its obligations herein and under each Collateral Document.

- 6.2 The Borrower(s) represents that
- (i) no encumbrance of any nature (or any lien) exists over the Asset hypothecated herein; and
 - (ii) it / 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 or by the laws of India in relation to this Agreement, Collateral Documents and the Hypothecated Asset; and
 - (iii) it / he is aware that the disclosure of any cheque / rupee / the SV ECS instructions given or to be given to the Bank in terms of this Agreement is a criminal offence under Section 138 were applicable read with section 141 of the Negotiable Instruments Act, 1881.
- 6.3 The loan amount may be disbursed by the Bank directly to the dealer in the case of purchase of a new Asset and such disbursement shall be deemed to be disbursement to the Borrower(s). In case of purchase of an old Asset / purchase of an old Asset, the loan amount may be disbursed by the Bank to the owner / seller of the Asset or to the Dealer and such disbursement shall be deemed to be disbursement to the Borrower(s).
- 6.4 The Borrower(s) shall utilize the entire loan for the purchase of the Asset(s) as indicated by him in his loan application and for no other purpose whatsoever. The said asset will not be used for any antisocial purpose or for making investments in the capital market or for any speculative activities.
- 6.5 The Borrower(s) expressly recognizes and accepts that the Bank shall, without prejudice to its right to perform such activities itself or through its officer or servants, be absolutely entitled and have full powers and authority to appoint one or more third parties of the Bank's choice and to transfer and delegate to such third parties the right and authority to collect on behalf of the Bank all monies hereunder and to perform execute all acts, deeds, matters and things connected therewith or incidental thereto including sending notices of demand, attending the residence or office of the Borrower(s) or otherwise contacting the Borrower(s), receiving the instalments in Cash / draft / cheque whether in the name of the Bank or in its own name from the Borrower(s), entering into a compromise with the Borrower(s), giving a valid receipt and granting effective discharge to the Borrower(s) and generally performing all lawful acts as the third parties may consider appropriate for the purposes. For the purposes aforesaid or for any other purposes at the discretion of the Bank, the Bank shall be entitled to disclose to such third parties all necessary or relevant information pertaining to the Borrower(s) and the Loan and the Borrower(s) hereby consents to such disclosure by the Bank. Notwithstanding the above, the Borrower(s) expressly accept and authorize the Bank (and/or any stock third party as the Bank may select) to contact third parties (including the family members of the Borrower(s)) and disclose all necessary or relevant information pertaining to the Borrower(s) and the Loan and the Borrower(s) hereby consents to such disclosure by the Bank (and/or any stock third party as the Bank may select).
- 6.6 The Borrower(s) agrees hereby to pay the instalments and other dues due to the Bank under this Agreement for the finance of the aforesaid Asset irrespective of whether or not the Asset is in use by the Borrower(s) and / or even if the Asset is not in use due to damage and repair.
- 6.7 In case the loan is taken jointly by more than one Borrower(s), their liability shall be joint and several, even if the vehicle is registered in the name of one of the Borrower(s) only.
7. INDEMNITY
- 7.1 The Borrower(s) shall indemnify the Bank and keep indemnified the Bank safe and harmless on demand in respect of any actions, claims, costs, damages, demands, expenses, losses and liabilities made against, suffered or incurred by the Bank arising directly or indirectly from or in connection with:
- (i) any failure by the Borrower(s) and / or the Guarantor(s) to comply with the provisions of this Agreement and / or
 - (ii) any liability including third party liability that may arise or to the possession, operation and use of the Asset by the Borrower(s) or by its employees or by its Agents or by other persons who were whether or not authorized by the Borrower(s) for use of the said Asset and incidental thereto purpose and for any claims, losses, demands, actions, costs, expenses and liabilities incurred or suffered by the Bank by reason of the representations and warranties given by the Borrower(s) and / or the Guarantor(s) being false or untrue in material respect and / or
 - (iii) any claims, losses, demands, actions, costs, expenses and liabilities incurred or suffered by the Bank by reason of non-payment or late payment or stamp duty by the Borrower and / or the Guarantor(s) on this Agreement and the Documents and any other writings or documents which may be executed pursuant to and / or in relation to this Agreement. The Borrower(s) shall keep the Bank informed of all developments regarding such actions, claims, costs, damages, demands, expenses, losses and liabilities and shall not dispute, compromise or otherwise deal with the same subject to the consents given by the Bank. The Bank shall however be under no obligation and / or liability to the Borrower(s) to provide any assistance in connection with any such claim that the Borrower(s) may require.

8. GENERAL COVENANTS UNDERTAKING AND WARRANTIES

- 8.1 The Borrower(s) shall:
- (i) obtain and do all that is necessary to maintain in full force and effect all authorizations, approvals, consents, licenses, permits, permissions and renewals required in or by the laws of India in relation to this Agreement, each of the Collateral Documents and the performance of obligations hereunder and the use and the Asset

- (b) get the Asset (in case of acquiring a new Asset) registered with the appropriate Registering Authority (wherever applicable) under the Motor Vehicles Act 1988;
 - (c) inform the Bank in writing of any theft or damage to the Asset, lodging of any claim whatsoever with any insurance company in respect of the Asset and such writing shall be delivered to the Bank within three working days of such damage or lodgment of claim;
 - (d) inform the Bank of any loss, destruction or misplacement of the Registration Certificate of the Asset or the Insurance Policy relating to the Asset within three working days of such loss, destruction or misplacement;
 - (e) not apply for any duplicate Registration Certificate for the Asset otherwise than by delivering the application thereof to the Bank for endorsing its charge on the Asset; and
 - (f) not transfer the registration of the Asset to any city or town other than the City of Registration;
 - (g) indemnify and keep indemnified the Bank against any loss or damage to the Asset or any part thereof from whatever cause whether or not such damage is as a consequence of the negligence of the Borrower(s);
 - (h) not engage any person other than authorized mechanics of the manufacturer or dealer for the Asset(s) to affect the repairs thereto to the Asset;
 - (i) keep the Asset and accessories in the Borrower(s)'s own custody and shall not change the registration number / registered address of the Asset without the Bank's prior written consent and shall not sell or in any manner dispose or otherwise deal with or dispose of the Asset. The Borrower(s) and/or Guarantor(s) shall not remove the Asset from the Borrower(s)'s address without the prior written consent of the Bank.
 - (j) not sell, mortgage, pledge, hypothecate, give on hire or otherwise deal with the Asset or part with the possession of the Asset without the express prior written permission of the Bank.
 - (k) Use the Asset only for the use declared in the application form, credit information and shall not use the Asset for any improper or illegal or unlawful activities or adapt or alter the Asset for any act which is improper or illegal or unlawful.
 - (l) The Borrower(s), Co-Borrower(s) and/or Guarantor(s) if as Hindu Undivided Family declare and confirm, that the borrowing/guarantee is for the purposes and benefit of the Hindu Undivided Family and its co-parceners.
 - (m) The Application for the loan has been signed by the Borrower(s) for and on behalf of all the Borrower(s) and all the Co-Borrower(s) if any.
 - (n) The Borrower(s) shall handover the original Registration Certificate Book and one set of the keys of the Asset/Vehicle/Equipment to the Bank within 3 days on receipt of the same.
- 8.2 The Borrower(s) warrants that he / she / it / they shall have and maintain sufficient balance in the account of the drawee bank for payment of Post-Dated Cheques/SVECS instructions on the day when any instalment thereon becomes payable and for 45 days thereafter to honour any Post-Dated Cheque. The Borrower(s) shall not close any such account without the prior consent of the Bank.
- 8.3 The Borrower(s) hereby warrants and undertakes that he has paid all public demands and all taxes and duties payable to the Government or India or to the Government of any State or to any local authority and that at present there are no arrears of such taxes and duties due and outstanding.
- 8.4 It shall be the Borrower(s)'s obligation to keep himself acquainted with the rules of the Bank, from time to time.
- 8.5 Any agreement, document or schedule that may be executed by the Borrower(s), Co-Borrower(s), Guarantor(s) and the Bank after the execution of this Agreement and in connection with this Agreement shall be deemed to be part of this Agreement and shall be valid and binding on the Borrower(s), Co-Borrower(s), Guarantor(s).
- 8.6 Unconditionally declare that pursuant to the termination of the loan, the Borrower(s) and Guarantor(s) do not have claim or any right whatsoever or amount payable towards Loan instalment, various charges including Bank charges, security deposit or interest accrued thereon or any monies paid under the provisions of the agreement. Also undertake that all guarantee given and co-tenanted in the agreement shall survive the termination in so far they relate to events that occurred during the tenure of the agreement.
9. COVENANTS FOR HYPOTHECATED ASSET
- The Borrower(s) hereby expressly and irrevocably agrees and covenants that during the period of this Agreement, the Borrower(s) shall
- 9.1 keep the Hypothecated Asset specifically appropriated to the security herein;
 - 9.2 pay all rates, assessments, taxes and other outgoings which are now or hereafter may be assessed, imposed, or payable for the Hypothecated Asset by the Government, Municipal Corporation, Registration Authority or other authority and on demand produce to the Bank every receipt thereof, charges, taxes, assessments or other outgoings;
 - 9.3 Allow inspection of the Hypothecated Asset and all documents relating thereto for verification thereof or making valuation by (a) the Bank or (b) its officers, auditors, technical experts, management accountants, valuers or any other persons authorized for the purpose by the Bank.
 - 9.4 Not sell, transfer, lease or otherwise dispose of or suffer or allow to suffer any attachment (including installation of LPG/CNG kit) or distress to the Hypothecated Asset or any part thereof or allow any third party to pledge or encumber the security herein without the express consent in writing from the Bank. The Borrower(s) undertakes to get the registration Certificate endorsed in

the name of the Bank (if applicable under Motor Vehicles Act), to further express the fact that the Asset stands hypothecated to the Bank. Any direct or indirect transfer of the Asset would be deemed to be criminal breach of trust and a case of cheating against the Bank to the extent FIR or Criminal complaint against the Borrower(s) and/or Guarantor(s) without prejudice to the Bank's other rights and remedies in law. The said hypothecated Assets are in the custody of the Borrower(s) in their capacity as bailees.

9.5 On demand by made by the Bank or without demand, if any of the events mentioned in clause arise :-

- (a) to give immediate actual possession to the Bank, its nominees or agents (as the case may be) of the Hypothecated Asset;
- (b) to transfer, deliver and endorse all registrations, policies, certificates and documents relating to the Hypothecated Asset to the Bank, its nominees or agents (as the case may be); and
- (c) do and execute or cause to be done and executed at the cost and expenses of the Borrower(s), all such acts, deeds, assurances, matters, and things as may be required by the Bank for further asserting and confirming the security created herein and the rights, powers and remedies hereby conferred.

9.6 Sign and deliver the necessary forms that may be required to be filed with the Registering Authority or the authorities under the Motor Vehicles Act or any other law for the time being in force to record the charge of hypothecation on the said Asset, created or to be created in favour of the Bank.

9.7 Submit to the Bank a certified true copy of the registration certificate relevant to the Asset for which the loan has been taken. This registration certificate will be submitted within 30 days of issuing take a delivery of the Asset or 60 days from the date of issuance of the loan, whichever is earlier.

9.8 Periodically pay all the sums stated elsewhere in this Agreement.

9.9 Handover the original Registration Certificate Book and one set of the keys of the Asset/Vehicle/Equipment to the Bank within 3 days on receipt of the same.

10. INSURANCE AND MAINTENANCE

10.1 The Borrower(s) shall at its own expense during the continuance of the security herein keep the Hypothecated Asset covered under comprehensive risks, including riot, civil commotion risks, fire, theft, unlimited third party risk and other hazards as stipulated from time to time with such insurance company as may be required by the Bank by timely payment of all premium in respect of such insurance and produce and deliver (if so required by the Bank) any insurance policy, cover note or receipt on demand by the Bank for its inspection and verification.

10.2 The insurance policy to be taken out hereunder shall be in the name of the Borrower(s) and the Bank shall be described as loss payee under such insurance. The copy of the insurance policy (including renewed policy) will be submitted to the Bank by the Borrower(s) within 2 working days of the issuance. Borrower(s) undertake to ensure renewal of the insurance Policy are completed within the stipulated time period of renewal and insurance value will not be less than 90% of the first year insurance value.

10.3 The Borrower(s) agrees and undertakes to keep and maintain in good and marketable condition the said Asset at its own expense and replace all such parts whether broken or damaged, as is the normal practice adopted for the maintenance of any Asset. The Borrower(s) expressly agrees to engage mechanics, dealers service facilities expressly authorized by the manufacturer of the Asset for the repairs and to service the Asset.

10.4 If the Borrower(s) fails to comply with any of the terms mentioned above in this Clause, the Bank may without prejudice to its rights and remedies under this Agreement and in law take such steps as it may deem fit to keep and maintain the Asset or insure or renew such insurance at the Borrower(s)'s costs, charges and expenses, which shall be reimbursed by the Borrower(s) on demand by the Bank.

10.5 In order to safeguard the security for the loan and to ensure that the Bank's lien is marked on the insurance, the Bank may get the insurance done on behalf of the Borrower(s), by being a facilitator and making the premium payment to the approved insurance company through the Borrower(s)'s post-dated cheque/pay order or any other payment instructions. However the Bank shall not be obliged to do the same and any non-payment on the part of the Bank due to any reason whatsoever shall not affect the liability of the Borrower(s) to pay the necessary insurance premium and to keep the Asset(s) insured. The first claim on any insurance proceeds shall be that of the Bank with respect to insurance policy and the renewal as stipulated from time to time and shall pay Rs. 250/- or such other amount as may be specified by the Bank from time to time as nominal compensation for the services rendered by the Bank in facilitating the above mentioned arrangement with the insurance company and ensuring that the Bank's name is marked under insurance. The transaction fee is subject to change at the discretion of the Bank. The Bank shall be entitled to recover any payments made pursuant to this clause as part of the dues under this Agreement.

10.6 The Bank at its option shall be entitled to adjust, settle or compromise in any manner whatsoever at the Borrower(s)'s cost and expense arising under or in connection with any such policy of insurance and such adjustment, settlement and compromise shall be valid and binding on the Borrower(s).

10.7 The Bank at its option will have the right to appropriate any monies received from the insurance company towards the Borrower(s)'s obligations to the Bank.

10.8 The Borrower(s) accepts that the Bank shall not be liable for any loss or account of Non-Renewal of insurance of the Asset and/or due by non-payment by the insurance company or any settlement claim by the Borrower(s).

11. COVENANT TO PAY BY GUARANTOR(S)

11.1 In consideration of the Bank granting or co-operating to make available the loan so long as it may think fit to the Borrower(s), the Guarantor(s) (where there are more than one Guarantor(s)) all of them jointly and severally, hereby irrevocably and unconditionally guarantees the full performance of this

- Agreement by the Borrower(s) and in the event of any non-performance of the whole or any part of the Agreement by the Borrower(s), the Guarantor(s) agrees to pay to the Bank on demand and without any demand or protest all monies and discharge all obligations and liabilities whether actual or contingent now or any time hereafter due, owing and incurred to the Bank by the Borrower(s) together with interest (as well as before any demand or judgment) to date of payment at such rates and upon such terms and all fees, cost, charges and expenses as may from time to time be payable by the Borrower(s) in terms hereof.
- 11.2 The Guarantor(s) guarantees to the Bank the regular and punctual payment of all sums due under this Agreement and the due performance and observance by the Borrower(s) of the terms and conditions of this Agreement.
12. CONTINUING GUARANTEE
- 12.1 This guarantee is a continuing security and shall continue notwithstanding:
- the death, insolvency, incapacity, liquidation / dissolution (as the case may be) or any incapacity of the Borrower(s) or Guarantor(s) or, (in case the Guarantor is more than one) any one, more than one or all of them; or,
 - any change in the constitution of the Borrower(s) or Guarantor(s) or in the name or style of the Borrower(s) or Guarantor(s);
- 12.2 This guarantee shall be deemed to have been given separately for payment of each instalment of the loan, interest thereon or any or all monies payable by the Borrower(s) to the Bank in terms hereof and this guarantee shall not stand terminated or determined or extinguished merely by demand of any amount therein but shall be in full force and effect for each and all payments not demanded and until the entire amount therein is paid in full and the Guarantor(s) is discharged of the guarantee obligation therein.
- 12.3 The guarantee is in addition to and shall not merge with or otherwise prejudice or affect any other right, remedy, guarantee, indemnity or security and may be enforced notwithstanding the same or any mortgage, charge, pledge, hypothecation or lien now or hereafter held by or available to the Bank.
13. EVENTS OF DEFAULT
- The Borrower(s) and / or the Guarantor(s) expressly, unequivocally, jointly and severally agree with the Bank that in the event of:
- 13.1 The Borrower(s) or the Guarantor(s) or any or more of them (in case of the Guarantor(s) being more than one person) fails to pay any sum due from it or him therein; or,
- 13.2 The Borrower(s) or any of the Guarantor(s) fails duly to perform any obligation or commits any breach of any of the terms, representations, warranties, covenants and conditions herein contained or has made any misrepresentation to the Bank; or
- 13.3 The Borrower(s) or any of the Guarantor(s) (in case of either of them being a corporate or partnership firm) takes any action or other steps are taken or legal proceedings are started for winding-up, dissolution or re-organization or for the appointment of a receiver, trustee or similar officer on its assets particularly on the Hypothecated Asset;
- 13.4 The Borrower(s) or the Guarantor(s) (in case of either of them being an individual and in case of the Guarantor(s), if more than one, any of them) dies or takes any steps or any steps are taken with a view to his being made insolvent in any jurisdiction or with a view to the appointment of a receiver, trustee or similar officer on any of its assets; or,
- 13.5 The Borrower(s) fails to pay any insurance premium for the Hypothecated Asset or neglects to pay charges in terms and conditions hereof; or,
- 13.6 The Hypothecated Asset is confiscated, attached, taken into custody by any authority or subjected to any execution proceeding; or,
- 13.7 The Hypothecated Asset is destroyed, expropriated or badly damaged due to accident or any other reason whatever causing the same to be a total loss in the opinion of the Bank or caused bodily injury to any person due to any accident or otherwise; or,
- 13.8 The Borrower(s) fails to pay any tax, impost duty or other imposition or comply with any other formalities required for the Hypothecated Asset under law from time to time; or,
- 13.9 The Hypothecated Asset is stolen or untraceable for a period of 30 days for any reason whatever; or,
- 13.10 Any of the Cheques delivered or to be delivered by the Borrower(s) to the Bank in terms and conditions hereof is not cashed for any reason whatsoever or presentation; or,
- 13.11 Any instruction given by the Borrower(s) for stop payment of Post-Dated Cheques under SI / ECS instruction, given as per clause 3, for any reason whatsoever;
- 13.12 The Borrower(s) fails to supply a certified true copy of the registration certificate within the time frame specified in clause 5 & clause 8.
- 13.13 The Hypothecated Asset being destroyed beyond repairs for any reason whatsoever;
- 13.14 The Borrower(s) failing to file the particulars of the Asset in the prescribed form of the Bank and as provided in the Schedule to this Agreement; or,
- 13.15 Any information given by the Borrower(s) and / or the Guarantor(s) in his loan application to the Bank for financial assistance is found to be misleading or incorrect in any material respect or any representation or any warranty referred in Clause 8 is found to be incorrect.
- 13.16 The Asset has been used or alleged to have been used for any illegal purposes or activity; or
- 13.17 Any circumstances arises which gives reasonable grounds in the opinion of the Bank that it likely to prejudice or endanger the Hypothecated Vehicle; Then in any such case at any time thereafter, without prejudice to the rights and remedies of the bank, the Bank may (but shall not be bound to do so), without the specific intervention of a court or any court order, by written notices to the Borrower and the Guarantor(s) declare the loan to be immediately due and payable, whereupon the same shall become payable

together with accrued interest thereon, the charges as set forth in the schedule hereunder written and any other sums then owned by the Borrower(s) here. On the question whether any of the above events or circumstances has / have occurred or happened, the decision of the Bank shall be final, conclusive and binding on the Borrower and / or the Guarantor(s).

14. JOINT AND SEVERAL LIABILITY
- The Guarantor(s) (and in case there are more than one, all of them jointly and severally), hereby agree to the following:
- 14.1 That the liability is co-extensive with that of the Borrower(s) and as between the Bank and themselves they are to be considered as principal debtors / obligors to the Bank for all dues, obligations, liabilities and responsibilities undertaken in favour of the Bank under this guarantee.
- The Guarantor(s) hereby agrees to keep the Bank fully indemnified against all damage, loss, costs and expenses arising from any failure of the Borrower(s) to carry out any such purported obligation or liability.
- 14.2 That the Bank shall be at liberty to sue the Borrower(s) and the Guarantor(s) jointly and / or severally or shall be entitled to proceed against the Guarantor(s) only, in the first instance.
- 14.3 That the liability of the Guarantor(s) shall not be affected nor shall the Guarantee herein be discharged or diminished by reason of:
- The Bank commencing with, discharging, releasing or waiving the liability of or granting any time, indulgence, or concession to the Borrower(s) or any other person or on failing to claim to enforce payment from the Borrower(s) or any other person; or,
 - by any variance made without their consent in the terms of this contract or transaction between the Bank and the Borrower(s); or,
 - by any contract made between the Bank and the Borrower(s) by which the Borrower(s) be released; or,
 - any act or omission which would not have discharged or affected the liability of the Guarantor(s) had it been the principal debtor instead of the Borrower(s) or by anything done or omitted which but for this provision might operate to exonerate the Guarantor(s); or,
 - by the Bank losing the security; and the Guarantor(s) hereby waive all remedy or right that may otherwise be available to them.
 - The Bank enforcing or re-taking any of its security and the Bank shall be entitled to take any proceeding (legal or otherwise) against the Guarantor(s) prior to, simultaneously or subsequent to any proceeding (legal or otherwise) against the Borrower(s) or any other person or entity.
- 14.4 That the Guarantor(s)'s obligation to pay arises two days after dispatch of written notice by the Bank by registered post irrespective of whether the Borrower(s) have been called upon or proceeded against to pay the outstanding amount, interest and other charges under said liability to the said bank. Such a notice of demand by the Bank against the Guarantor(s) shall be final and conclusive evidence that the Borrower(s) has committed a default and that the monies and the amounts claimed hereunder due and payable by the Borrower(s) to the Bank and the Guarantor(s) shall not be entitled to challenge the notice on the ground that no default has been committed or the amount demanded therein as due and payable is not payable or on any other ground whatsoever.
15. CHARGES AND EXPENSES
- The Borrower(s) shall without prejudice to any right the Bank may have in law, pay on demand of the Bank the following charge:
- 15.1 The Borrower(s) shall pay charges as stated in Schedule or such other amount as stipulated by the Bank from time to time, towards Cheque Banking Charges for each time a Post-Dated Repayment Cheque, Standing Instruction, ECS Instruction is returned / booked for any reason whatsoever.
- 15.2 The Borrower(s) shall from time to time on demand reimburse the Bank for all costs and expenses (including legal fees) that may be incurred in or in connection with the preservation and / or enforcement of any of the rights of the Bank under this Agreement.
- 15.3 The Borrower(s) undertakes to indemnify the Bank against any loss or expense, (including legal fees) which it may sustain or incur as a consequence of any default by the Borrower(s) in the performance of the obligations expressed to be assumed by it in this Agreement.
- 15.4 The Borrower(s) shall be liable to pay various charges for possession of the Asset like tow-away charges, godown charges, rent and other such expenses incurred by the Bank for effecting the possession of the Asset and for its safe keeping etc.
- 15.5 The Borrower(s) shall be liable to pay Cheque Swapping Charge's as stated in Schedule or similar charge's towards replacement of the Post-Dated Cheques/Charge in SVECS instruction given by him.
16. EVIDENCE OF DEBT
- 16.1 The Bank shall maintain in accordance with its usual practice, accounts in its books entitling the amounts from time to time owing to it herein. A certificate in writing signed by an officer of the Bank stating the amount payable particular there shall be conclusive and binding on both the Borrower(s) and the Guarantor(s).
- 16.2 The Borrower(s) and the Guarantor(s) (jointly and severally) hereby agree to accept the Bank's accounts of sales, realization and recovery of the Hypothecated Asset as a valid proof of amounts realized and related expenses.
- 16.3 In any legal action or proceeding arising out of or in connection with this Agreement, the entries made in the accounts maintained pursuant to Clauses 2 and 3 shall be prima facie evidence of the existence and amount of the obligations of the Borrower(s) therein recorded and amount of realization, recovered and expended;
- 16.4 The Borrower(s) and Guarantor(s) (jointly and severally) hereby agree to accept the Bank's accounts for any amounts due under this Agreement, interest, costs, charges and expenses as a valid proof of the amounts being spent by the Bank.

17. ENFORCEMENT

- 17.1 If the Borrower(s) fails to perform any of the obligations herein and the same (if capable of remedy) is not remedied to the satisfaction of the Bank within the period to be specified by the Bank, or;
- 17.2 Any of the "Event of Default" pursuant to the terms of Clause 13 arise (whether the demand for repayment is actually made or not) then and in such case and at any time thereafter, the Bank through its officers, agents or nominees shall have the right (without prejudice to the right in Clause 7) to take any one or more than one of the following actions without the specific intention of a Court or any Court Order:
- (i) without any notice and assigning any reason and at the risk and expense of the Borrower(s) and if necessary as Attorney for and in the name of the Borrower(s) take charge and/or possession of, seize, recover, appoint receiver of and remove the Hypothecated Asset. The Bank will be within its rights to use reasonable force to carry away the Asset and/or;
 - (ii) enter into or upon any place or premises where the Hypothecated Asset may be kept or stored and inspect, take or insure the same at the costs and expenses of the Borrower(s), and/or;
 - (iii) sell by auction or by private contract or tender, dispatch or consign for realization or otherwise dispose of or deal with the Hypothecated Asset in the manner the Bank may think fit.
- 17.3 The Borrower(s) hereby agrees and authorizes the officers, agents and nominees of the Bank to do and exercise any one or more than one of the acts and powers mentioned in Clause 13 and Clause 6.
- 17.4 Notwithstanding anything to the contrary expressed or implied:
- (i) the Bank shall not be bound to exercise any of the powers mentioned in Clause 6 and Clause 13 or any Collateral Documents; or, if the Bank exercises any one or more powers mentioned in Clauses 6 and Clause 13 the same shall be without prejudice to the Bank's rights and remedies of any statutory legal proceeding either pending or that may be initiated against the Borrower(s) and/or the Guarantor(s) in law; or,
 - (ii) the Bank or its officers, agents or nominees shall not be in any way responsible for any loss, damage, (limitation), or depreciation to the Hypothecated Asset may suffer or sustain on any account whatsoever while the same is in possession of the Bank, its officers, agents or nominees or because of exercise of non-exercise of the rights, powers, or remedies available to the Bank or its officers, agents or nominees and all such loss, damage or depreciation shall be debited to the account of the Borrower(s) insofar as the same may have been caused; or,
 - (iii) neither the Bank nor its agents, officers or nominees shall be in any way responsible and liable and the Borrower(s) hereby agrees not to make the Bank or its officers, agents or any nominees liable of any loss, damage, limitation or otherwise for any belongings and articles that may be kept or lying in the Hypothecated Asset at the time of taking charge and/or possession, seizure of the Hypothecated Asset pursuant to the terms of Clause 13 and Clause 15.

18. DISTRIBUTION OF REALISATION

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

19. SET-OFF AND LIEN

19.1 The Borrower(s) expressly accepts that if the Borrower(s) fails to pay any monies when due or which may be declared due prior to the date when it would otherwise have become due or commits any other default under any Agreement (including this Agreement) with the Bank under which the Borrower(s) is enjoying any financial credit facility, then in such event the Bank shall without prejudice to any of its specific rights under each of the Agreements, be absolutely entitled to exercise all or any of its rights under any of the Borrower(s)'s Agreement (including this Agreement) with the Bank at the sole discretion of the Bank.

19.2 Until the ultimate balance owing by the Borrower(s) or the Guarantor(s) to the Bank has been paid or satisfied in full the Bank shall have a lien on all property and assets of the Borrower(s) and/or the Guarantor(s) from time to time in the possession of the Bank and a charge over all stocks, shares and marketable or other securities from time to time and get any or all of them registered in the name of the Bank or its nominees whether the same be held for sale or custody or otherwise (including but not limited to the dematerialised shares or other securities of the Borrower(s)), held by the Bank as a depository participant.

19.3 The Bank shall be entitled to set-off all monies, securities, deposits and other assets and properties belonging to the Borrower(s) and/or the Guarantor(s) in the possession of the Bank, whether in, or on any account of the Bank or otherwise, whether held singly or jointly by the Borrower(s) and/or the Guarantor(s) with others and may appropriate the same for the settlement of debts hereunder.

20. SECURITY TRANSASSIGNMENT

20.1 The Bank may in its discretion 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 Bank may decide, holding reserving a right to retain its power hereunder to proceed against the Borrower(s) and Guarantor(s) on behalf of the purchaser, assignee or transferee, any or all outstanding and dues of the Borrower(s) and Guarantor(s) to any third party of the Bank's choice without reference to or without written intimation by the Bank or to the Bank, any such action and any such sale, assignment or transfer shall bind the Borrower(s) and Guarantor(s) to accept such third party as creditor exclusively or as a joint creditor with the bank, or as creditor exclusively with the right to the Bank to continue to exercise all power hereunder on behalf of such third party

and to pay over such outstanding and dues to such third party and/or to the Bank as the Bank may direct. Any cost in this behalf, whether on account of such sale, assignment or transfer or enforcement of rights and recovery of outstanding and dues shall be to the account of the Borrower(s) and Guarantor(s). The Borrower(s) and Guarantor(s) acknowledges and undertakes to pay to third parties the difference between the amount outstanding and the amount received by the Bank in the event of transfer of the portfolio to a third party. The third party shall have the authority to collect the due amounts.

20.2 The Borrower(s) and / or the Guarantor(s) expressly agrees, recognizes and accepts that the Bank shall be absolutely entitled and full power and authority to securities in whole or in part, and / or whether with or without the underlying security the auto bank along with all the amounts outstanding thereon, in such manner and on such terms the Bank may decide, irrespective of whether the Bank gives the Borrower(s) and / or the Guarantor(s) any notice regarding the same.

20.3 The Bank may disclose to a potential assignee or to any person who may otherwise enter into contractual relations with the Bank in relation to this Agreement such information about the Borrower(s) as the Bank shall consider appropriate.

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

21. THE BANK WILL NOT BE LIABLE FOR ANY DELAY OR PAYMENT INTEREST OR DEFECT IN TITLE OR PROPERTY OF THE ASSET

Notwithstanding anything contained herein:-

21.1 The Bank shall in no way be responsible for delay, omission or neglect in case of loss, damage or loss of any cheques (already given or to be given by the Borrower(s) to the Bank) in terms hereof for any reasons whatsoever, and/or

21.2 No interest or compensation shall be payable by the Bank to the Borrower(s) on the proceeds to be held by the Bank or during the period the same shall be payable by the Bank for being applied in terms of Clause 19 and/or,

21.3 The Bank shall not be responsible for delay, or non-delivery, or any defect, damage, or quality of the Asset, it is in the agreed that the Bank shall not be responsible or liable even if there is a defect or depreciation of any nature in the title given in the Asset in regard to be a stable Asset or ownership of the Asset.

22. SEVERABILITY

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

23. NOT TO DISCLOSE

23.1 The Borrower(s) authorize HDFC Bank to disclose, from time to time any information relating to the Loan to any parent / subsidiary / affiliate / associate entity of HDFC Bank, and to third parties engaged by HDFC Bank for purposes such as marketing or services and products.

23.2 The Borrower(s) / Guarantor(s) understand that as a pre-condition, relating to grant of the loans / advances / other non-secured credit facilities to me / us, the Bank, requires disclosure in connection to the disclosure by the Bank of, information and data relating to him / her / them, of the credit facility availed or to be availed, by him / her / them, obligations assumed to be assumed, by him / her / them, in relation thereto and default, if any, committed by him / her / them, in discharge thereof.

23.3 Accordingly, The Borrower(s) / Guarantor(s) hereby agree and give consent for the disclosure by the Bank of all or any such;

- a) Information and data relating to him / her / them;
- b) The information or data relating to any credit facility availed or / to be availed, by him / her / them and
- c) Default, if any, committed by him / her / them, in discharge of his / her / them stock obligations,

As the Bank may deem appropriate and necessary to disclose and furnish to Credit Information Bureau (India) Limited and any other agency authorized in this behalf by RBI.

23.4 The Borrower(s) / Guarantor(s) declare that the information and data furnished by him / her / them to the Bank are true and correct.

23.5 The Borrower(s) / Guarantor(s) undertake 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 Bank 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 processed information and data or products thereof prepared by them, to banks / financial institutions and other credit grantors or regulated users, as may be specified by the Reserve Bank in this behalf.

24. COMMUNICATION/NOTICE/RESPONSE

24.1 Notice, payment and/or other communication provided for in this Agreement shall be in writing and shall be transmitted

(a) by postage prepaid, registered airmail or by internationally recognized courier service or (b) telex, cable, or facsimile transmission to the parties as follows, as elected by the party giving such notice.

(i) In the case of notice or payments to the Bank, to the Bank's Leading Office Address as per the Schedule with a caption "Manager-Asset Finance".

(ii) In the case of notice or payments to the Borrower(s), to the Borrower(s) address as per Schedule.

(iii) In case of notices to Guarantor(s), to the Guarantor(s) address as per Schedule.

24.2 All notices, payments and/or other communications shall be deemed to have been validly given on (a) the expiry of the one day after posting if transmitted by airmail, or (b) the date of receipt if transmitted by courier, or (c) the date immediately after the date of transmission with confirmed answer back if transmitted by cable, telex or facsimile transmission, whichever shall first occur.

24.3 Either party may, from time to time, change its address or representative for receipt of notices or other communications provided for in this Agreement by giving to the other not less than 21 days prior written notice to the party.

24.4 In all correspondence, the Loan Account Number and complete Vehicle details (i.e. also the Vehicle Registration Number, Machine No., Serial No., Engine Number and Class Number) should be quoted by the Borrower(s) & Guarantor(s).

25. FAX INDEMNITY

25.1 The Borrower and/or Guarantor(s) are aware that transmission of instructions through Facsimile ("Fax") involves a number of risks including fraudulent alterations and incorrect transmissions and absence of confidentiality. However, the Borrower and/or Guarantor(s) are desists of providing instructions ("instructions") to the Bank through Fax for various matters under this Agreement including in relation to the Loan and the operation thereof.

25.2 In consideration of the Bank permitting the same, the Borrower and/or Guarantor(s) hereby irrevocably, jointly and severally agrees, confirms and undertakes with the Bank as under:-

i. The Bank shall be entitled (without being bound to do so) to rely upon the instructions provided through Fax (and believe the same to be genuine), for their any requirements. In case of any question as to what were the instructions provided or received, the records of the Fax received by the Bank from the Borrower and/or Guarantor(s) shall be final.

ii. The Borrower and/or Guarantor(s) shall ensure that the instructions provided through Fax to the Bank are executed by a person duly authorized in that behalf ("Authorized Person") and the Bank shall not be responsible for conducting any verification in that regard, whatsoever.

iii. The Borrower and/or Guarantor(s) confirms that the Bank shall not be bound to act in accordance with whole or any part of the instructions as it may appear in the instruction so conveyed and the same shall be at the Borrower's and/or Guarantor(s) risk and the Bank shall not be liable for the consequences of any such instructions or omissions to act or deliberate inaction.

iv. The Borrower and/or Guarantor(s) shall deliver on the same day or on immediate next day to the Bank the original instructions in writing signed by the Authorized Person with a marking on the top "confirmation of the same". The Bank shall not be required to await receipt of the said instruction in writing before taking any action in connection with the instructions provided through fax and the non-delivery and non-compliance of such instruction in writing shall not in any manner prejudice to the Bank's right.

v. The Borrower and/or Guarantor(s) shall indemnify and keep the Bank indemnified from and against all actions, suits, proceedings, claims, damages, expenses, losses and liabilities whatsoever arising in connection with or relating to any instructions provided by Fax by the Borrower and/or Guarantor(s) received by the Bank or claimed to have been sent by the Authorized Person pursuant to this Clause 25.

vi. The Bank may at any time whatsoever without assigning any reason withdraw or modify or add the facilities provided to the Borrower/Borrowers.

vii. The Borrower and/or Guarantor(s) are aware and confirms that the Bank is agreeing to act on any instruction provided through Fax only by reason of, and relying upon these undertaking and indemnities contained in this Clause 25.

26. BENEFIT OF AGREEMENT

26.1 This Agreement shall be binding upon and enforce to the benefit of each party hereto his/her/its heirs, executors, administrators, legal representatives and successors (as the case may be) subject to Clause 1, Clause 6 and Clause 14.

26.2 In case of the death of the Borrower(s), where the Borrower(s) is an individual the legal representative shall do the following:

(a) Apply under the Motor Vehicle Act 1988 to get the Asset transferred in his name.

(b) Replace the Post dated cheques, Insurance premium cheques, fees, charges and other all cheques signed by the deceased Borrower(s), in the same manner as provided in this Agreement as if he were the Borrower(s) in the first instance.

(c) Execute a fresh Agreement, Powers of Attorney and stock other documents as required by the Bank.

Provided that the Bank shall be entitled to exercise its sole

discretion in determining whether or not to enter into an Agreement etc. with the legal representative and subject to further, the legal representative meeting the Bank's credit criteria and other requirements from time to time. In case the legal representative does not refuses to follow the above procedure or does not meet with the Bank's credit and other requirements the Bank shall be entitled to, at its sole discretion repossess/dispose of/sell/transfer the Asset to any third party or to a third party, which the Bank shall nominate and the short fall on such recovery shall be recovered from the legal representative.

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

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

26.5 The Borrower(s) and/or Guarantor(s) expressly agrees, recognizes and accepts that the bank shall be absolutely entitled and full power and authority to secure in whole or in part, and/or whether with or without the underlying security the Loan along with all the amounts on outstanding the loan, in such manner and on such terms the bank may decide, irrespective of whether the bank gives the Borrower(s) and/or the guarantor any notice regarding the same.

26.6 The Bank may disclose to a potential assignee or to any person who may otherwise enter into contractual relations with the Bank in relation to this Agreement such information about the Borrower(s) and the Guarantor(s) as the Bank shall consider appropriate.

27. MISCELLANEOUS

27.1 The Schedule attached hereto shall form part and parcel of this "Composite Agreement for Asset Loan and Guarantee".

27.2 The Borrower(s) expressly agrees that any dealer/supplier/manufacturer/seller for the Asset, by or through whom this transaction may have supplier/manufacturer/seller of the Vehicle/Equipment and that the Bank shall not be liable for any representations or statements made by such dealer/supplier/manufacturer/seller to the Borrower(s) have been introduced, negotiated or concluded shall not be deemed to be an agent of the Bank or shall be deemed to be the agent of such dealer/supplier of the manufacturer/seller of the Asset and that the Bank shall not be liable for any representations or statements made by such dealer/supplier/manufacturer/seller to the Borrower(s).

27.3 No forbearance, indulgence or relaxation or inaction by the Bank at any time to require performance of any of the provisions of this Agreement shall in any way affect, diminish or prejudice the right of the Bank to require performance of that provision and any waiver or acquiescence by any party of or in any breach of any of the provisions of this Agreement shall not be construed as a waiver or acquiescence in any continuing or succeeding breach of such provisions, a waiver of any right hereunder or anything out of this Agreement or acquiescence in or recognition of rights and/or position other than that expressly stipulated in this Agreement.

27.4 All remedies of the Bank under this Agreement while the provided herein or conferred by statute, common law, custom or trade usages are cumulative and not alternative and may be exercised successively or concurrently.

27.5 No modification or amendment of this Agreement and no waiver of any of the terms or conditions hereof shall be valid or binding unless made in writing and duly executed by all the parties.

27.6 This is a continuing Agreement and all the rights, powers and remedies hereunder shall apply to all past, present and future obligations of the Borrower(s) and the Guarantor(s) to the Bank, including those arising under successive transactions which shall either continue existing obligations, increase or decrease them or from time to time create new obligations after any or all prior obligations have been satisfied, and notwithstanding the death, incapacity, or bankruptcy of the Borrower(s) or the Guarantor(s), or any other event or proceeding affecting the Borrower(s) or the Guarantor(s).

27.7 The headings of the articles and other sub-division of the Agreement have been inserted for convenience of reference only and shall not be deemed to constitute a part hereof or shall the same effect of the interpretation of any part of the Agreement.

27.8 In this Agreement, if the context permits or requires words importing the masculine gender shall include the feminine and vice versa and words in the singular numbers shall include the plural and vice versa.

28. JURISDICTION

The parties hereto expressly agree that all disputes arising out of and/or relating to this Agreement including any Collateral Document shall be subject to the exclusive jurisdiction of a competent court in the city where the Leading office of the Bank is situated above.

29. EXPENSES OF THE AGREEMENT

All costs (including advocates cost), charges, expenses, taxes, duties (including stamp duties) registration charges in connection with the agreement

any document executed pursuant hereto and the creation, enforcement, realization or attempted realization of any security, leasing and taking possession of, maintaining, storage and selling of the vehicle shall be incurred and paid by the Borrower(s) above. In the event the stamp charges as aforesaid are paid by the Bank on the Borrower's behalf, the Borrower shall reimburse the same at once to the Bank within 24 hours of the Bank's demand.

30.

ACCEPTANCE

- 30.1 The Borrower(s) has read the entire Agreement including the details given in Schedule which have been filed in the presence of the Borrower(s). The Borrower(s) hereby expressly and irrevocably agree to be bound by all the conditions including the details in Schedule.
- 30.2 The aforesaid Agreement and other documents have been explained in the language known to the Borrower(s) and the Borrower(s) has understood the entire meaning of the various clauses.
- 30.3 The Borrower(s) is aware that the Bank shall agree to become a party to this Agreement only after satisfying the law in regard to all conditions and details filed by the Borrower(s) in the Application for the Loan and Agreement in consonance with the Bank's policy.
- 30.4 The Borrower(s) agrees that this Agreement shall be deemed to commence and become legally binding on the date when the authorized officer of the

Bank signs this Agreement at the city where the leading office of the Bank is situated. It shall be in force till all the monies due and payable to the Bank under this Agreement as well as all other Agreements, documents that may be subsisting / executed between the Borrower(s) and / or the Guarantor(s), are fully paid.

31.

ARBITRATION

The parties hereby expressly agree that all disputes arising out of and/or relating to this Agreement including any Collateral Documents shall be subject to the exclusive jurisdiction of the Court/Tribunal of the city in which the Branch of HDFC Bank Limited which is party to this agreement is situated, provided however that if any dispute arising under this agreement is below the pecuniary jurisdiction limit of the Debt Recovery Tribunal established under Recovery of Debts Due to Banks and Financial Institutions Act, 1993 (51 of 1993), then such dispute shall be referred to arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996 as may be amended, or its re-enactment, by a sole arbitrator, appointed by the Bank. The costs of such arbitration shall be borne by the losing Party or otherwise as determined in the arbitration award. If a party is required to enforce an arbitral award by legal action or any kind, the party against whom such legal action is taken shall pay all reasonable costs and expenses and attorneys fees, including any cost of additional litigation or arbitration taken by the party seeking to enforce the award.

IN WITNESS WHEREOF I/WE hereunto set My / Our hands _____ (Place) this day of _____



(Borrower)



(Co-Borrower)



(Co-Borrower)



(Co-Borrower)



(Guarantor)



(Co-Borrower)

CUSTOMER COPY



SCHEDULE			
Loan Agreement No.		Place of Agreement	
Agreement Date DDMM/YYYY		Borrowing Purpose (Personal/Farm Use/ Commercial Use)	
Borrowers Constitution			
Name and Address of the Borrower			
Name and Address of the Co - Borrower			
Name and Address of the Co - Borrower			
Name and Address of the Guarantor			
Name and Address of the			
Name and Address of the			
Name and Address of the			
TRACTOR/VEHICLE /EQUIPMENT DETAILS			
Vehicle Make and Model		Year of Manufacture	
Engine No. /Machine No.		Chassis Number	
Vehicle Registration No.			
LOAN DETAILS			
Dealer / Manufacturer / Seller Name		Dealer / Manufacturer / Seller Location	
Asset Cost	Rs.	Loan Amount	Rs.
Loan Tenor		Interest Rate (Customer IRR)	% per annum
EMI Scheme Aears / Advance		Installment Frequency Monthly/Bi- Monthly /Qtrly/ Half Yrly/Yrly	
Advance EMI (Number)		Advance EMI Amount	Rs.
EMI Amount (Number)		EMI Amount	Rs.
EMI Start Date		EMI End Date	

Co-Borrower

Co-Borrower

Borrower

 _____
Borrower

 _____
Co-Borrower

Guarantor



Blank page



SCHEDULE			
Loan Agreement No.		Place of Agreement	
Agreement Date DDMM/YYYY		Borrowing Purpose (Personal/ Farm Use/ Commercial Use)	
Borrowers Constitution			
Name and Address of the Borrower			
Name and Address of the Co - Borrower			
Name and Address of the Co - Borrower			
Name and Address of the Guarantor			
Name and Address of the			
Name and Address of the			
Name and Address of the			
TRACTOR/VEHICLE /EQUIPMENT DETAILS			
Vehicle Make and Model		Year of Manufacture	
Engine No. /Machine No.		Chassis Number	
Vehicle Registration No.			
LOAN DETAILS			
Dealer / Manufacturer / Seller Name		Dealer / Manufacturer / Seller Location	
Asset Cost	Rs.	Loan Amount	Rs.
Loan Tenor		Interest Rate (Customer IRR)	% per annum
EMI Scheme Aears / Advance		Installment Frequency Monthly/Bi- Monthly /Qtrly/ Half Yrly/Yrly	
Advance EMI (Number)		Advance EMI Amount	Rs.
EMI Amount (Number)		EMI Amount	Rs.
EMI Start Date		EMI End Date	

Co-Borrower

Co-Borrower

Borrower

Borrower

Co-Borrower

Guarantor







CHARGES			
Processing Charges	% of the Loan Amount	Processing Charges Amount	Rs.
Valuation Charges	Rs.	Change in Repayment frequency	Rs.1000/-
Cheque Bounce Charges	Rs. 450/- per Return Cheque	Late Payment Charges	2% per month on unpaid EMI
Cheque Swapping Charges	Rs. 500/- per Swap	Service Charges	Rs.
LOAN PREPAYMENT CHARGES			
• Within 12 months from the date of Disbursement	4% on the Principal Outstanding	Loan Reschedule Charges	3% on the Amount paid towards Principal Loan
• After 12 months from the date of Disbursement	2% on the Principal Outstanding	Loan Statement / Duplicate Repayment Schedule Charges	Rs. 500/-
Loan Cancellation & Rebooking Charges	Rs. 1000/-	NOC Issuance Charges	First Nil, Duplicate NOC Rs. 250/-
Stamp Duty Charges (As per applicable laws of the State)	At Actuals	Legal / Collections / Repossession and Incidental Charges	At Actual

IN WITNESS WHEREOF THE PARTIES HERETO HAVE SIGNED THE DAY, MONTH AND YEAR FIRST ABOVE WRITTEN SIGNED AND DELIVERED

Mr./Ms./M/s. _____ (Borrower)
(Name)

Signature _____

Mr./Ms./M/s. _____ (Co-Borrower)
(Name)

Signature _____

Mr./Ms./M/s. _____ (Co-Borrower)
(Name)

Signature _____

Mr./Ms./M/s. _____ (Guarantor)
(Name)

Signature _____

Mr./Ms./M/s. _____ ()
(Name)

Signature _____

Mr./Ms./M/s. _____ ()
(Name)

Signature _____

Mr./Ms./M/s. _____ ()
(Name)

Signature _____

HDFC Bank Ltd.
Authorised Signatory







CHARGES			
Processing Charges	% of the Loan Amount	Processing Charges Amount	Rs.
Valuation Charges	Rs.	Change in Repayment frequency	Rs.1000/-
Cheque Bounce Charges	Rs. 450/- per Return Cheque	Late Payment Charges	2% per month on unpaid EMI
Cheque Swapping Charges	Rs. 500/- per Swap	Service Charges	Rs.
LOAN PREPAYMENT CHARGES			
• Within 12 months from the date of Disbursement	4% on the Principal Outstanding	Loan Reschedulement Charges	3% on the Amount paid towards Principal Loan
• After 12 months from the date of Disbursement	2% on the Principal Outstanding	Loan Statement / Duplicate Repayment Schedule Charges	Rs. 500/-
Loan Cancellation & Rebooking Charges	Rs. 1000/-	NOC Issuance Charges	First Nil, Duplicate NOC Rs. 250/-
Stamp Duty Charges (As per applicable laws of the State)	At Actuals	Legal / Collections / Repossession and Incidental Charges	At Actual

IN WITNESS WHEREOF THE PARTIES HERETO HAVE SIGNED THE DAY, MONTH AND YEAR FIRST ABOVE WRITTEN SIGNED AND DELIVERED

Mr./Ms./M/s. _____ (Borrower)
(Name)

Signature _____

Mr./Ms./M/s. _____ (Co-Borrower)
(Name)

Signature _____

Mr./Ms./M/s. _____ (Co-Borrower)
(Name)

Signature _____

Mr./Ms./M/s. _____ (Guarantor)
(Name)

Signature _____

Mr./Ms./M/S. _____ ()
(Name)

Signature _____

Mr./Ms./M/S. _____ ()
(Name)

Signature _____

Mr./Ms./M/S. _____ ()
(Name)

Signature _____

HDFC Bank Ltd.
Authorised Signatory







We understand your world

Important Instruction:

Dear Customer. Please mention your complete mailing address as stated in the loan application form.

To,

Mr./Ms./M/s. _____

Landmark place _____

City _____ Pin code: _____

State _____

Tel No: _____

Dear Customer,

Subject: Loan Agreement Copy

Welcome to HDFC Bank Limited ! Thank you for choosing us for your banking needs.

For your reference, please find attached herewith a copy of the loan agreement and schedule executed by you for the above referred loan.

The Welcome letter cum repayment schedule will be sent to you separately through post.

If you require any further details, please email us on loansupport@hdfcbank.com

We value your relationship with us and assure you of our best services always.

Best Regards

HDFC Bank Limited

Registered Office Address: HDFC Bank Ltd, HDFC Bank House, Senapati Bapat Marg, Lower Parel Mumbai 400 013.





WITNESS DECLARATION

WHERE THE BORROWER SIGNS IN VERNACULAR LANGUAGE / VISUALLY HANDICAPPED / ILLITERATE PERSON.

Date : _____

To
HDFC Bank Ltd

Dear Sirs,

I, Mr./Ms. _____, son / daughter / wife of _____ aged _____ years and residing at _____, do hereby state, declare and solemnly affirms as follows

I have read out and explained all of the contents of the Loan Application form and terms and conditions for the purchase of Asset as referred to in the application form, Loan Agreement and Schedule, Demand Promissory Note, Irrevocable Power of Attorney, Indenture of Mortgage and all other documents incidental to applying and availing finance from HDFC Bank Ltd. to

- | | |
|------------------|------------------|
| 1. Mr./Ms. _____ | 4. Mr./Ms. _____ |
| 2. Mr./Ms. _____ | 5. Mr./Ms. _____ |
| 3. Mr./Ms. _____ | 6. Mr./Ms. _____ |

In _____ language (name of language in which Applicants has signed) and he / she has confirmed to have understood all of such terms and conditions as specified in the documents being executed by him / her and have agreed to abide by all the terms and conditions of the aforesaid documents. Pursuant to the same the aforesaid person(s) is / are affixing his / her / their signature (s) / thumb impression(s) herein below as well on the application form and such other documents for loan purposes.

Mr./Ms. _____	_____
Name of Witness	Signature

I / We declare and state that we have understood content of the loan application form, loan agreement and schedule with other incidental documents and the same has been executed by me / us by affixing the signature / thumb impression on the given documents.

- | | | |
|---------------------------|---------------|---|
| Mr./Ms./M/s. _____ (Name) | (Borrower) | Signature _____ |
| Mr./Ms./M/s. _____ (Name) | (Co-Borrower) | Signature _____ |
| Mr./Ms./M/s. _____ (Name) | (Co-Borrower) | Signature _____ |
| Mr./Ms./M/s. _____ (Name) | (Guarantor) | <input checked="" type="checkbox"/> Signature _____ |
| Mr./Ms./M/s. _____ (Name) | () | Signature _____ |
| Mr./Ms./M/s. _____ (Name) | () | Signature _____ |
| Mr./Ms./M/s. _____ (Name) | () | Signature _____ |





DEMAND PROMISSORY NOTE

The Manager
HDFC BANK LTD.

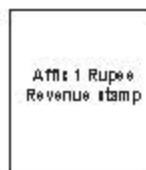
ON DEMAND, I / We unconditionally promise to pay HDFC BANK LTD., or order for value received, the sum of Rs. _____ (Rupees _____) together with interest thereon such sum from this date onwards at a rate of _____% per annum payable at, or at a rate which may be determined from time to time by HDFC BANK LTD.

Co Borrower

Co Borrower

Presentment for payment and noting and protest of this Note are hereby unconditionally and irrevocably waived.

Mr. Ms. M/s. _____ (Borrower)
(Name)



 **Borrower & Co- Borrower:** _____

Please sign across the revenue stamp

Mr/Ms./M/s. _____ (Co-Borrower)
(Name)

Rs. _____

Date : _____

Place : _____





IRREVOCABLE POWER OF ATTORNEY

TO ALL TO WHOM THESE PRESENTS SHALL COME I, _____
Son / daughter/ wife of _____ residing at _____

_____ (hereinafter called **"the Borrower"** which expression shall include his / her heirs, executors, administrators, legal representatives and permitted assigns)

OR

M/s _____ a company incorporated under the Companies Act 1956, and having its Registered office at _____

(hereinafter called **"the Borrower"** which expression shall include its successors and permitted assigns)

OR

M/s. _____ a partnership firm having its principal place of business at _____ and constituted by and between Mr/Mrs/Ms. _____ (hereinafter called **"the Borrower"** which expression shall be deemed to mean and include each partner's / heirs, executors, administrators, legal representatives and permitted assigns and where any one of the partner is a company its successors and permitted assigns):

WHEREAS:

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

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

1. To execute and complete in favour of the Bank or its nominee any documents which the Bank may require for perfecting its title to or for vesting the said Asset in the Bank or its nominee or any purchaser thereof.
2. To disburse the loan amount for purchase of the said Asset directly to the dealer/seller and obtain a receipt for such payment from the dealer/seller.
3. To take inspection directly or to engage any Advocate, Chartered Accountant or registered trade practitioner for taking inspection of my / our Income tax return/s and assessment proceedings, Appeal proceedings etc. relating to the current and previous Assessment years. This authority is being given to the Bank to enable the Bank to verify the veracity of various representations made by me/us the undersigned, for seeking loan from the Bank.
4. To appear before the office of Registration Authority, Regional Transport Officer, Sales Tax Officer, Registrar of Companies and other authorities through Advocates or any such authorised person deemed necessary by the Bank to effect endorsement of hypothecation in the registration certificate and transfer the Asset when necessary.
5. To obtain, receive, demand or collect any forms, certificates, registration books, booking order, insurance policies or other documents from any Registering Authority, manufacturers of the said Asset and / or its dealers.
6. To take possession of the said Asset in case of default and for that purpose enter the premises where the said Asset is parked, as per terms of the Agreement.
7. To transfer, sell or dispose of the said Asset and to sign and execute all or any forms, declarations or instruments as may be necessary or expedient for giving effect to the delivery of the said Asset to the purchaser thereof.
8. To appoint or engage any broker, dealer or auctioneer for effecting any such transfer, sale or disposition of the said Asset.
9. To sign, execute necessary forms, documents or to give notice to the appropriate Registering Authority for effecting transfer of the said Asset in favour of the purchaser.
10. To receive the consideration of the sale, transfer, disposition or dealing of the said Asset and issue proper receipt or receipts to give a valid and effectual discharge for such consideration.



Borrower



Co-Borrower



Guarantor

19

11. To take deliver/, actual possession or custody of the said Asset as and when demanded by the Bank. To appoint or engage any broker or other agent for taking possession or effecting delivery of the said Asset.
12. To sign and deliver or otherwise perfect the hypothecation created or to be created on the said Asset and to do all such acts, deeds and things as may be required for exercise of or any of the powers hereby conferred.
13. To sign and deliver the necessary forms that may be required to be filed or necessary with the Registering Authority or other authorities under the Motor Vehicles Act or any other law for the time being in force to record the charge of hypothecation on the said Asset, created or to be created in favour of the Bank.
14. To pay any fees, charges, penalties, imposts, premiums, taxes or other impositions to any Registering Authority, insurance companies or other authorities for the said Asset.
15. To act as a facilitator and make the premium payment to any insurance company and / or insure, renew such insurance at my/our costs, charges and expenses which shall be reimbursed by me/us to the Bank.
16. To obtain, receive, demand or collect any forms, certificates, registration books, booking order, insurance policies or other documents from any Registering Authority, manufacturers of the said Asset or its dealers/sellers.
17. To cancel, annul or rescind booking of one or more of the said Asset and to get refund of any such booking amount from the manufacturer or its dealer by issuing receipts as valid and effectual discharge for such refund.
18. To fill in and complete any cheque that may be lying now or hereafter with the Bank duly signed by me, or on our behalf with such amount, date and / or name of the payee that may be deemed fit by the Bank.
19. To get requisite information from my employer as may be expedient to ascertain material particulars.
20. In case of default by me/us of the terms and conditions of the Agreement, to transfer, sell, give on hire, dispose of, give delivery of and otherwise howsoever deal with the said Asset and to sign and execute all agreements, contracts, declaration forms, instruments and other writings whatsoever as may be necessary or expedient in that behalf.
21. To give notice, if required to the appropriate Registering Authority and / or such other authority in law, for the registration of the said Asset upon the sale, transfer, disposal, delivery thereof.
22. To delegate all, any or more than one of the powers, authorities and liberties herein vested and to appoint any substitute or substitutes to any one or more purpose or purposes as the Bank shall from time to time desire in that behalf.
23. For the better doing, performing and executing all the matters and things aforesaid, I / We hereby further grant unto the said Bank full power and authority to substitute and appoint in its place and stead on such terms as it may think fit one or more attorney/s to exercise for me/us as my/our attorney/s any or all the powers and authorities hereby conferred, to revoke any such appointments and to substitute or appoint any other person/s in place of such attorney/s as the Bank may from time to time think fit.

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

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

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

IN WITNESS WHEREOF I / We hereunto set my/our hands at _____ (place) this _____ day of _____ 20 ____

 _____
Borrower

 _____
Co-Borrower

Guarantor



SCHEDULE

(Description of Asset)

(Model)

(Year)

(Particulars of the Asset)

Purchased by me/us pursuant to a loan granted to me/us by the Bank under the Assetloan-Cum-Hypothecation Agreement dated _____ between me/us and the Bank.

SIGNED AND DELIVERED by the said
abovenamed Borrower

NAME: _____

DATE: _____

(Signature of Borrower

In case of partnership firms, authorised partner to sign.

In case of sole proprietary concerns, sole proprietor to sign.

In case of companies, common seal to be affixed in accordance with the Articles.)

In the presence of WITNESSES:

Name

Address

Signature

1. _____



2. _____



3. _____





Blank page



PAYMENT INSTRUCTIONS LETTER

Date: _____

The Manager
HDFC BANK
Branch _____

REF: Payment Instruction for Tractor / Farm Equipment Loan from HDFC BANK LTD.

This is to request you to follow the specified payment instruction while disbursing the Tractor / Farm Equipment Loan.

1. Please credit the Dealer Account
Dealer Name: _____

OR

2. Please issue a (Tick one) Managers Cheque or DD Payable at _____ favouring (Dealer Name) _____

I / We hereby request that the full amount of the Asset loan (after deducting the insurance premium amount and any charges as applicable there from) that you agreed to grant to me for purchase of a _____ (TYPE OF ASSET / VEHICLE) be disbursed to the dealer whose name and address is give below ("**that dealer**").

Dealer Name : _____

Address : _____

: _____

I / We confirm that I / We have booked the above the Tractor/ Farm Equipment with such dealer.

I / We confirm that I / We be taking delivery of the above the Tractor/Farm Equipment from such Dealer.

I / We confirm that your disbursement of the loan proceeds to such Dealer in accordance with the instructions given by me / us pursuant to this tetter will constitute a disbursement of the loan proceeds to me / us. I / We confirm that the said dealer is fully authorised to apply the loan amount as deemed appropriate for acquisition of the vehicle.

I / We further confirm that you will have no responsibility or obligation whatsoever with respect to, and I / We shall be responsible to repay the Tractor / Farm Equipment loans in full in accordance with its terms regardless of, any delay or non-delivery of the Tractor/Farm Equipment and defect, damage or other problems with the quality of Tractor / Farm Equipment; or any matter whatsoever arising out of or relating to the Tractor / Farm Equipment or the use or application of the loan proceeds. Further, in case of any cancellation of the purchase of the Tractor / Farm Equipment, I / We further authorise and Instruct the dealer to refund the booking money to you.

I / We authorise you to pay the Dealer, from the charges paid by me / us, any amount that you may consider appropriate for processing the loan application, assisting you in perfecting your security interest in the vehicle and otherwise assisting with the Tractor / Farm Equipment loan.

I / We will inform you as soon as I / We take delivery of the Tractor / Farm Equipment

Mr./Ms./M/s. _____ (Borrower) Signature _____
(Name)

Mr./Ms./M/s. _____ (Co-Borrower) Signature _____
(Name)

Mr./Ms./M/s. _____ (Co-Borrower) Signature _____
(Name)

Mr./Ms./M/s. _____ () Signature _____
(Name)

Mr./Ms./M/s. _____ () Signature _____
(Name)

Mr./Ms./M/s. _____ () Signature _____
(Name)



Blank page



We understand your world

Customer SI Debit Authorisation form

Date : _____

Loan Agreement No : _____

To
The Branch Manager,
HDFC Bank Limited.

Dear Sir/Madam,

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

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

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

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

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

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

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

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

Thanking you,
Yours truly,

(Signature of Account Holder)

(Name of the account Holder)

For office use only

VERIFIED

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

(Seal and Signature of HDFC Bank Official)





We understand your world

To :

The Bank Manager,

Bank Name _____

Branch Name _____

Address 01 _____

Address 02 _____

Address 03 _____

City _____

Pin code _____

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

Sir,

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

I / We hereby authorize the bank to debit my account towards charges for ECS mandate verification if any applicable.

Thanking you,

Yours truly,

(Signature of Account Holder (s))

Name of Account Holder: _____

Address:

Address 01 _____

Address 02 _____

Address 03 _____

City _____

Pin code _____

Landmark _____

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

Blank page

USER CODE : Benef. Ref. No.:
(for internal bank use)**MANDATE FORM**
ELECTRONIC CLEARING SERVICE (DEBIT CLEARING)The Manager
(Bank Name)
(Branch Name)
(Address)
.....
Telephone No.**Copy to the User Company**Name : HDFC BANK LIMITED
(Retail Asset Operations)
Address : 26-A, Narayan Properties,
off Saki Vihar Road, Chandivali,
Andheri (E), Mumbai -400 072.

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

- A. Name of the Account holder: _____
(as appearing in the Bank Statement)
- B. 9-DIGIT CODE NUMBER OF THE BANK & BRANCH :
(Appearing on the MICR cheque issued by the bank)
- C. ACCOUNT TYPE
(S.B. Account/Current Account or Cash Credit) _____
- D. ACCOUNT NUMBER

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

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

E. Date of effect:

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

Date: _____
(.....)
Signature of the Customer***Please affix a rubber stamp in case of companies, proprietorships, partnerships etc.**

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

(Bank's Stamp)

Signature of the Authorized
Official from the Bank

(Note:- Mandate to be obtained in 3 Copies, Original for Bank, One for User Co. and other for customer)

Blank page



We understand your world

FORM NO. E-5

USER CODE :

Benef. Ref. No.:

(for internal bank use)

MANDATE FORM
ELECTRONIC CLEARING SERVICE (DEBIT CLEARING)

The Manager
(Bank Name)
(Branch Name)
(Address)
.....
Telephone No.

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

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

A. Name of the Account holder: _____
(as appearing in the Bank Statement)

B. 9-DIGIT CODE NUMBER OF THE BANK & BRANCH :
(Appearing on the MICR cheque issued by the bank)

C. ACCOUNT TYPE
(S.B. Account/Current Account or Cash Credit) _____

D. ACCOUNT NUMBER

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

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

E. Date of effect:

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

(.....)

Date:- _____

Signature of the Customer

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

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

(Bank's Stamp)
.....

Signature of the Authorized
Official from the Bank

(Note:- Mandate to be obtained in 3 Copies, Original for Bank, One for User Co. and other for customer)

Blank page

USER CODE :

 Benef. Ref. No.:

(for internal bank use)

MANDATE FORM
ELECTRONIC CLEARING SERVICE (DEBIT CLEARING)

 The Manager
 (Bank Name)
 (Branch Name)
 (Address)

 Telephone No.

Copy to the User Company

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

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

- A. Name of the Account holder: _____
 (as appearing in the Bank Statement)
- B. 9-DIGIT CODE NUMBER OF THE BANK & BRANCH :
 (Appearing on the MICR cheque issued by the bank)
- C. ACCOUNT TYPE
 (S.B. Account/Current Account or Cash Credit) _____
- D. ACCOUNT NUMBER

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

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

E. Date of effect:

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

(.....)

Date:- _____

Signature of the Customer

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

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

(Bank's Stamp)

.....

 Signature of the Authorized
 Official from the Bank

(Note:- Mandate to be obtained in 3 Copies, Original for Bank, One for User Co. and other for customer)





FORM NO. 60

[See Third proviso to rule 114B]

Form of Declaration to be filed by a person who does not have either a permanent account number or General Index Register and who makes payment in cash in respect of transaction specified in clauses (a) to (h) of rule 1 TAB

1. Full name and address of the Declarant
2. Particulars of transaction
3. Amount of transaction
4. Are you assessed to tax? Yes / No.
5. If yes,
 - (i) Details of Ward / Circle / Range where the last return of income was filed ?
 - (ii) Reasons for not having permanent account number / General Index Register Number ?
6. Details of the document being produced in support of address in column (I)

Verification

I, _____

do hereby declare that what is stated above is true to the best of my knowledge and belief.

Verified today, the _____ day of _____ 20 _____

Date : _____

Place: _____

Signature of the declarant

Instructions : Documents which can be produced in support of the address are:

- | | |
|---|--|
| (a) Ration Card | (e) Copy of the electricity bill or telephone bill showing residential address |
| (b) Passport | (f) any document or communication issued by any authority of Central Government, State Government or Ion bodies showing residential address. |
| (c) Driving licence | (g) Any other documentary evidence in support of his address given in the declaration. |
| (d) Identify Card Issued by any institution | |

FORM NO. 60

[See Third proviso to rule 114B]

Form of Declaration to be filed by a person who does not have either a permanent account number or General Index Register and who makes payment in cash in respect of transaction specified in clauses (a) to (h) of rule 1 TAB

1. Full name and address of the Declarant
2. Particulars of transaction
3. Amount of transaction
4. Are you assessed to tax? Yes / No.
5. If yes,
 - (i) Details of Ward / Circle / Range where the last return of income was filed ?
 - (ii) Reasons for not having permanent account number / General Index Register Number ?
6. Details of the document being produced in support of address in column (I)

Verification

I, _____

do hereby declare that what is stated above is true to the best of my knowledge and belief.

Verified today, the _____ day of _____ 20 _____

Date : _____

Place: _____

Signature of the declarant

Instructions : Documents which can be produced in support of the address are:

- | | |
|---|--|
| (a) Ration Card | (e) Copy of the electricity bill or telephone bill showing residential address |
| (b) Passport | (f) any document or communication issued by any authority of Central Government, State Government or Ion bodies showing residential address. |
| (c) Driving licence | (g) Any other documentary evidence in support of his address given in the declaration. |
| (d) Identify Card Issued by any institution | |







FORM NO. 61

Form of Declaration to be filed by a person who has agricultural income and is not in receipt of any other income chargeable to income tax in respect of transactions specified in clauses (a) to (h) Rule 1148

[See third proviso to rule 1148]

1. Full name and address of the Declarant
2. Particulars of transaction
3. Details of the document being produced in support of address in column (1).

I hereby declare that my source of income is from agriculture and I am not required to pay income tax on any other income if any.

Date :

Place :

(Signature of the declarant)

VERIFICATION

I, _____

do hereby declare that what is stated above is true to the best of my knowledge and belief.

Verified today, the _____ day of _____ 20 _____

Date : _____

Place: _____

Signature of the declarant

Instructions: Documents which can be produced in support of the address are:

- | | |
|--|--|
| (a) Ration Card | (f) Any document or communication issued by any authority of Central Government, State Government or Ion bodies showing residential address. |
| (b) Passport | (g) Any other documentary evidence in support of his address given in the declaration. |
| (c) Driving licence | |
| (d) Identity Card Issued by any institution | |
| (e) Copy of the electricity bill or telephone bill showing residential address | |

FORM NO. 61

Form of Declaration to be filed by a person who has agricultural income and is not in receipt of any other income chargeable to income tax in respect of transactions specified in clauses (a) to (h) Rule 1148

[See third proviso to rule 1148]

1. Full name and address of the Declarant
2. Particulars of transaction
3. Details of the document being produced in support of address in column (1).

I hereby declare that my source of income is from agriculture and I am not required to pay income tax on any other income if any.

Date :

Place :

(Signature of the declarant)

VERIFICATION

I, _____

do hereby declare that what is stated above is true to the best of my knowledge and belief.

Verified today, the _____ day of _____ 20 _____

Date : _____

Place: _____

Signature of the declarant

Instructions: Documents which can be produced in support of the address are:

- | | |
|--|--|
| (a) Ration Card | (f) Any document or communication issued by any authority of Central Government, State Government or Ion bodies showing residential address. |
| (b) Passport | (g) Any other documentary evidence in support of his address given in the declaration. |
| (c) Driving licence | |
| (d) Identity Card Issued by any institution | |
| (e) Copy of the electricity bill or telephone bill showing residential address | |







SIGNATURE VERIFICATION

TO,
HDFC BANK

Dear Sirs,

We confirm that Mr. / Ms. / Messrs. _____ Resident of _____
_____ maintain a savings / current account with us and his / her / their attested
signature below is verified to be as per our records.



(Signature of Account holder / Authorised Signatory of Account holder)

ATTESTED :

Account number : _____

Year of Opening of Account: _____

Bank's name : _____

Bank address, stamp and signature _____

Date: _____







FORM "TCR"

(See Rule 4)

Intimation of the Transfer of a ownership of a Motor Equipment by transferor :

To,
The Taxation Authority

_____ son/daughter/wife (*) of _____
hereby inform to you that I have on _____ sold motor Equipment
bearing number _____ the ownership of which stand in my name to _____
_____ son/daughter/wife (*) of _____
address _____ and request that the certificate of
taxation of the said Equipment may now be transferred in his/her name.

Dated _____



(Signature or thumb-impression)

(Strike out whichever is inapplicable)

of transferor

FORM "TCA"

(See Rule 4)

Intimation of the Transfer of a ownership of a Motor Equipment by transferee :

(1) _____ aged _____ son/daughter/wife (*) of
_____ (2 of) _____
forward herewith the certificate of taxation of motor Equipment bearing No. (3) _____
_____ the ownership of which has been
transferred to me by (4) _____ and hereby request that certificate of taxation
of the said Equipment may be transferred in my name and that it be amended accordingly.

Dated _____



Signature or thumb-impression
of transferor

-
- Here enter full name of transferor
 - Strike out whichever is inapplicable
 - Here enter full address of transferee
 - Here enter registration mark
 - Here enter name and address of person or firm from whom the Equipment has been transferred.







FORM 26

(See Rule 56)

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

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

TO,
The Registering Authority

Sir,

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

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

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

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

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



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

Dated _____

Signature/Thumb impression of applicant
alongwith full address

Strike out whichever is inapplicable.

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

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

Full address _____

Note :1) Full particulars of the circumstances shall be furnished in the case of loss or destruction of the Registration Certificate
2) Strike out whichever is in applicable.

Specimen Signature of the Owners

[1]
(Borrower)

[2]
(Borrower)

FORM 26

(See Rule 56)

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

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

TO,
The Registering Authority

Sir,

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

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

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

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

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



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

Dated _____

Signature / Thumb impression of applicant
alongwith full address

Strike out whichever is inapplicable.

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

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

Full address _____

Note :1) Full particulars of the circumstances shall be furnished in the case of loss or destruction of the Registration Certificate
2) Strike out whichever is in applicable.

Specimen Signature of the Owners

[1]
(Borrower)

[2]
(Borrower)





OFFICE ENDORSEMENT

Number _____ dated _____ Office of the _____

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

Signature of the Registering Authority

To,

(Name and address of the financier)

By registered post or delivered under proper acknowledgment.

OFFICE ENDORSEMENT

Number _____ dated _____ Office of the _____

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

Signature of the Registering Authority

To,

(Name and address of the financier)

By registered post or delivered under proper acknowledgment.





FORM 26

(See Rule 56)

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

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

TO,
The Registering Authority

Sir,

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

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

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

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

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



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

Dated _____

Signature/Thumb impression of applicant
alongwith full address

Strike out whichever is inapplicable.

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

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

Full address _____

Note :1) Full particulars of the circumstances shall be furnished in the case of loss or destruction of the Registration Certificate
2) Strike out whichever is in applicable.

Specimen Signature of the Owners

[1]

(Borrower)

[2]

(Borrower)

FORM 26

(See Rule 56)

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

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

TO,
The Registering Authority

Sir,

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

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

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

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

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



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

Dated _____

Signature / Thumb impression of applicant
alongwith full address

Strike out whichever is inapplicable.

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

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

Full address _____

Note :1) Full particulars of the circumstances shall be furnished in the case of loss or destruction of the Registration Certificate
2) Strike out whichever is in applicable.

Specimen Signature of the Owners

[1]

(Borrower)

[2]

(Borrower)





OFFICE ENDORSEMENT

Number _____ dated _____ Office of the _____

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

Signature of the Registering Authority

To,

(Name and address of the financier)

By registered post or delivered under proper acknowledgment.

OFFICE ENDORSEMENT

Number _____ dated _____ Office of the _____

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

Signature of the Registering Authority

To,

(Name and address of the financier)

By registered post or delivered under proper acknowledgment.





FORM 27

(See Rule 54)

Application for assignment of new registration
mark on removal of Motor Equipment to another State

(To be made in duplicate if the Equipment is held under an agreement of hire-purchase/lease/hypothecation and the duplicate copy with the endorsement of the Registering Authority to be returned to the financier simultaneously, on the assignment of a new registration mark.)

To,
The Registering Authority,

I / We _____ son / wife / daughter of _____
_____ being the registered owner of Motor Equipment
No. _____ bearing Chassis No. _____ Engine No. _____
type of Equipment _____ registered in the State of _____

hereby declare that I / We have, since the _____ day of _____ kept the said Motor
Equipment in this State and hereby apply for the assignment of a new Registration Mark to the said Motor Equipment.

I / We hereby declare that the registration is valid upto _____ and it has not been suspended or
cancelled under provisions of this Act.

I / We enclose the certificate of registration and the certificate fitness (*) of this Motor Equipment.

I / We enclose a 'No Objection Certificate' from the Registering Authority.

[If the 'No objection Certificate' from the Registering Authority is not enclosed the applicant should file along with
this application a declaration as required under the first provision to sub-section (1) of section 47.]

*The Equipment is not subject to an agreement of hire purchase / lease / hypothecation.

*The Equipment is subject to an agreement of hire purchase / lease / hypothecation with _____

and I / We enclose the NOC received from financier.

[If 'No Objection Certificate' from the financier is not enclosed, the applicant should fill along with this application a
declaration as required under sub-section (8) of section 51.]

Date _____



(Borrower)

Strike out whichever is inapplicable.

Signature or thumb impression of the Applicant.

OFFICE ENDORSEMENT

Number _____ dated _____ Office of the _____

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

Signature of the Registering Authority

To,

(Name and address of the financier)

By registered post or delivered under proper acknowledgment.







FORM 27

(See Rule 54)

Application for assignment of new registration
mark on removal of Motor Equipment to another State

(To be made in duplicate if the Equipment is held under an agreement of hire-purchase/lease/hypothecation and the duplicate copy with the endorsement of the Registering Authority to be returned to the financier simultaneously, on the assignment of a new registration mark.)

To,
The Registering Authority,

I / We _____ son / wife / daughter of _____
being the registered owner of Motor Equipment

No. _____ bearing Chassis No. _____ Engine No. _____
type of Equipment _____ registered in the State of _____

hereby declare that I / We have, since the _____ day of _____ kept the said Motor
Equipment in this State and hereby apply for the assignment of a new Registration Mark to the said Motor Equipment.

I / We hereby declare that the registration is valid upto _____ and it has not been suspended or
cancelled under provisions of this Act.

I / We enclose the certificate of registration and the certificate fitness (*) of this Motor Equipment.

I / We enclose a 'No Objection Certificate' from the Registering Authority.

[If the 'No objection Certificate' from the Registering Authority is not enclosed the applicant should file along with
this application a declaration as required under the first provision to sub-section (1) of section 47.]

*The Equipment is not subject to an agreement of hire purchase / lease / hypothecation.

*The Equipment is subject to an agreement of hire purchase / lease / hypothecation with _____

and I / We enclose the NOC received from financier.

[if 'No Objection Certificate' from the financier is not enclosed, the applicant should fill along with this application a
declaration as required under sub-section (8) of section 51.]

Date _____



(Borrower)

Strike out whichever is inapplicable.

Signature or thumb impression of the Applicant.

OFFICE ENDORSEMENT

Number _____ dated _____ Office of the _____

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

Signature of the Registering Authority

To,

(Name and address of the financier)

By registered post or delivered under proper acknowledgment.







FORM 27

(See Rule 54)

Application for assignment of new registration
mark on removal of Motor Equipment to another State

(To be made in duplicate if the Equipment is held under an agreement of hire-purchase/lease/hypothecation and the duplicate copy with the endorsement of the Registering Authority to be returned to the financier simultaneously, on the assignment of a new registration mark.)

To,
The Registering Authority,

I / We _____ son / wife / daughter of _____
_____ being the registered owner of Motor Equipment

No. _____ bearing Chassis No. _____ Engine No. _____
type of Equipment _____ registered in the State of _____

hereby declare that I / We have, since the _____ day of _____ kept the said Motor
Equipment in this State and hereby apply for the assignment of a new Registration Mark to the said Motor Equipment.

I / We hereby declare that the registration is valid upto _____ and it has not been suspended or
cancelled under provisions of this Act.

I / We enclose the certificate of registration and the certificate fitness (*) of this Motor Equipment.

I / We enclose a 'No Objection Certificate' from the Registering Authority.

[If the 'No objection Certificate' from the Registering Authority is not enclosed the applicant should file along with
this application a declaration as required under the first provision to sub-section (1) of section 47.]

*The Equipment is not subject to an agreement of hire purchase / lease / hypothecation.

*The Equipment is subject to an agreement of hire purchase / lease / hypothecation with _____

and I / We enclose the NOC received from financier.

[if 'No Objection Certificate' from the financier is not enclosed, the applicant should fill along with this application a
declaration as required under sub-section (8) of section 51.]

Date _____



(Borrower)

Strike out whichever is inapplicable.

Signature or thumb impression of the Applicant.

OFFICE ENDORSEMENT

Number _____ dated _____ Office of the _____

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

Signature of the Registering Authority

To,

(Name and address of the financier)

By registered post or delivered under proper acknowledgment.







FORM 28

(See Rule 54., 58 [1], [3] and [4])

Form of application for No Objection Certificate and grant of Certificate

(To be made in triplicate, the duplicate and the triplicate copy with the endorsement of the Registering Authority to be returned to the owner of the vehicle and the Registering authority in whose Jurisdiction the vehicle is to be removed respectively.)

PART -1

TO,

The Registering Authority,

I / We intend to transfer the Equipment to the jurisdiction of the Registering Authority _____

I / We intend to sell the vehicle to M/s / Shri / Smt. / Kumari _____

who resides in the jurisdiction of the Registering Authority _____ of the sale of _____

I / We thereof request for the issue of a no objection certificate for my / our Equipment the particulars of which are furnished below.

1. Name and Address:
 2. Son/wife/daughter of:
 3. Registration number of the Equipment :
 4. Class of vehicle:
 5. Registering Authority which originally registered the Equipment:
 6. Engine No.
 7. Chassis No. Affix pencil print:
 8. Period of stay in the State:
 9. Period upto which Motor Equipment Tax has been paid:
 10. Whether any demand for tax is pending, if so, give details:
 11. Whether the Equipment is involved in any theft cases, if so, give details:
 12. Whether any action under section 53, 54 or 55 of the Motor Equipment Act, 1988 is pending before any Registering authority or other prescribed authority, if so, give details:
 13. Whether the Equipment is involved in any case of transport of prohibited goods, if so, give details:
- I/We solemnly declare that the above statements are true

Date _____



(Borrower)

Signature of the Owner of the Equipment





PART II
Office Endorsement

(Grant/Refusal "No Objection Certificate" under sub-section 3 of section 48 of M.V. Act 1988)

- (i) No Objection Certificate in respect of the Equipment the particulars whereof recorded overleaf is hereby granted under section 48(3) of M.V.Act 1988.
- (ii) No Objection Certificate in respect of the Motor Equipment, the detailed particulars whereof recorded overleaf is hereby refused under section 48 (3) of M. V. Act. 1988 for the reasons recorded as below.

Date _____

Signature with Seal of Registering Authority

To,

Address _____

_____ (Registered Owner)

Copy to the Registering authority (By registered post or delivered under proper acknowledgment)

(Strike out whichever inapplicable)

PART III
Office Endorsement

No. _____ date _____ Office of the Acknowledgments for the receipt or application for "No Objection Certificate."

The application dated _____ from _____

for the grant of a No Objection Certificate in respect of Equipment number _____ has been received on _____ and is under consideration.

Date _____

Signature of Registering Authority
of the person authorised by him

To,

Office Seal _____

(Registered Owner)

By Registered Post or delivered under proper acknowledgment





FORM 28

(See Rule 54., 58 [1], [3] and [4])

Form of application for No Objection Certificate and grant of Certificate

(To be made in triplicate, the duplicate and the triplicate copy with the endorsement of the Registering Authority to be returned to the owner of the vehicle and the Registering authority in whose Jurisdiction the vehicle is to be removed respectively.)

PART -1

TO,

The Registering Authority,

I / We intend to transfer the Equipment to the jurisdiction of the Registering Authority _____

I / We intend to sell the vehicle to M/s / Shri / Smt. / Kumari _____

who resides in the jurisdiction of the Registering Authority _____ of the sale of _____

I / We thereof request for the issue of a no objection certificate for my / our Equipment the particulars of which are furnished below.

1. Name and Address:
 2. Son/wife/daughter of:
 3. Registration number of the Equipment :
 4. Class of vehicle:
 5. Registering Authority which originally registered the Equipment:
 6. Engine No.
 7. Chassis No. Affix pencil print:
 8. Period of stay in the State:
 9. Period upto which Motor Equipment Tax has been paid:
 10. Whether any demand for tax is pending, if so, give details:
 11. Whether the Equipment is involved in any theft cases, if so, give details:
 12. Whether any action under section 53, 54 or 55 of the Motor Equipment Act, 1988 is pending before any Registering authority or other prescribed authority, if so, give details:
 13. Whether the Equipment is involved in any case of transport of prohibited goods, if so, give details:
- I/We solemnly declare that the above statements are true

Date _____



(Borrower)

Signature of the Owner of the Equipment





PART II
Office Endorsement

(Grant/Refusal "No Objection Certificate" under sub-section 3 of section 48 of M.V. Act 1988)

- (i) No Objection Certificate in respect of the Equipment the particulars whereof recorded overleaf is hereby granted under section 48(3) of M.V. Act 1988.
- (ii) No Objection Certificate in respect of the Motor Equipment, the detailed particulars whereof recorded overleaf is hereby refused under section 48 (3) of M. V. Act. 1988 for the reasons recorded as below.

Date _____

Signature with Seal of Registering Authority

To,

Address _____

_____ (Registered Owner)

Copy to the Registering authority (By registered post or delivered under proper acknowledgment)

(Strike out whichever inapplicable)

PART III
Office Endorsement

No. _____ date _____ Office of the Acknowledgments for the receipt or application for "No Objection Certificate."

The application dated _____ from _____

for the grant of a No Objection Certificate in respect of Equipment number _____ has been received on _____ and is under consideration.

Date _____

Signature of Registering Authority
of the person authorised by him

To,

Office Seal _____

(Registered Owner)

By Registered Post or delivered under proper acknowledgment





FORM 28

(See Rule 54., 58 [1], [3] and [4])

Form of application for No Objection Certificate and grant of Certificate

(To be made in triplicate, the duplicate and the triplicate copy with the endorsement of the Registering Authority to be returned to the owner of the vehicle and the Registering authority in whose jurisdiction the vehicle is to be removed respectively.)

PART -1

TO,

The Registering Authority,

I / We intend to transfer the Equipment to the jurisdiction of the Registering Authority _____

I / We intend to sell the vehicle to M/s / Shri / Smt. / Kumari _____

who resides in the jurisdiction of the Registering Authority _____ of the sale of _____

I / We thereof request for the issue of a no objection certificate for my / our Equipment the particulars of which are furnished below.

1. Name and Address:
 2. Son/wife/daughter of:
 3. Registration number of the Equipment :
 4. Cass of vehicle:
 5. Registering Authority which originally registered the Equipment:
 6. Engine No.
 7. Chassis No. Affix pencil print:
 8. Period of stay in the State:
 9. Period upto which Motor Equipment Tax has been paid:
 10. Whether any demand for tax is pending, if so, give details:
 11. Whether the Equipment is involved in any theft cases, if so, give details:
 12. Whether any action under section 53, 54 or 55 of the Motor Equipment Act, 1988 is pending before any Registering authority or other prescribed authority, if so, give details:
 13. Whether the Equipment is involved in any case of transport of prohibited goods, if so, give details:
- I/We solemnly declare that the above statements are true

Date _____



(Borrower)

Signature of the Owner of the Equipment





PART II
Office Endorsement

(Grant/Refusal "No Objection Certificate" under sub-section 3 of section 48 of M.V. Act 1988)

- (i) No Objection Certificate in respect of the Equipment the particulars whereof recorded overleaf is hereby granted under section 48(3) of M.V. Act 1988.
- (ii) No Objection Certificate in respect of the Motor Equipment, the detailed particulars whereof recorded overleaf is hereby refused under section 48 (3) of M. V. Act. 1988 for the reasons recorded as below.

Date _____

Signature with Seal of Registering Authority

To,

Address _____

_____ (Registered Owner)

Copy to the Registering authority (By registered post or delivered under proper acknowledgment)

(Strike out whichever inapplicable)

PART III
Office Endorsement

No. _____ date _____ Office of the Acknowledgments for the receipt or application for "No Objection Certificate."

The application dated _____ from _____

for the grant of a No Objection Certificate in respect of Equipment number _____ has been received on _____ and is under consideration.

Date _____

Signature of Registering Authority
of the person authorised by him

To,

Office Seal _____

(Registered Owner)

By Registered Post or delivered under proper acknowledgment





FORM 29

[See Rule 55(1)]

**Form of notice of Transfer of Ownership of a Motor Equipment
(To be made in Duplicate and the Duplicate copy with the endorsement of the Registering Authority to be returned to the transferer immediately on making entry of transfer of ownership)**

To,

The Registering Authority,

_____ (in whose jurisdiction the transferee resides)

I / We _____

resident of _____

have on the _____ day _____ of the year _____ sold and delivered

my/our Equipment No. _____ make _____ Chassis No. _____

Engine No. _____ to M/s./Shri / Smt. _____

son/wife/daughter of _____ residing at _____

[House No, Street, Village/Town, District & State]

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



(Borrower)

Signature of the Registered Owner

(Transferee)

Date

P _____ (Transferee)

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

FORM 29

[See Rule 55(1)]

**Form of notice of Transfer of Ownership of a Motor Equipment
(To be made in Duplicate and the Duplicate copy with the endorsement of the Registering Authority to be returned to the transferer immediately on making entry of transfer of ownership)**

To,

The Registering Authority,

_____ (in whose jurisdiction the transferee resides)

I / We _____

resident of _____

have on the _____ day _____ of the year _____ sold and delivered

my/our Equipment No. _____ make _____ Chassis No. _____

Engine No. _____ to M/s./Shri / Smt. _____

son/wife/daughter of _____ residing at _____

[House No, Street, Village/Town, District & State]

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



(Borrower)

Signature of the Registered Owner

(Transferee)

Date

P _____ (Transferee)

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





OFFICE ENDORSEMENT

No. _____ dated _____ Office of the _____

The ownership of the Equipment has been transferred to the name of _____
with effect from _____ (date)

Registering Authority
(Official Seal)

To,

(The Transferer)

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

OFFICE ENDORSEMENT

No. _____ dated _____ Office of the _____

The ownership of the Equipment has been transferred to the name of _____
with effect from _____ (date)

Registering Authority
(Official Seal)

To,

(The Transferer)

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





FORM 30

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

Report of Transfer of Ownership of a Motor Equipment

PART 1 - For use of the Transferer

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

To,

The Registering Authority,

Name of the Transferer: _____

Son /wife/ daughter of: _____

Full address: _____

I, hereby declare that I /We have on this _____ day of _____ of the year _____ sold my/our Motor Equipment bearing registration mark _____ to Shri / Smt. _____ son / wife / daughter of _____ residing at

_____ (full address) and handed over the certificate of

registration and the certificate of insurance to him/her/them.

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

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

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

Date _____



(Borrower)

Signature of the Transferer

Details of suspension or cancellation

Strike out whichever is inapplicable





PART II - For use of the Transferee

To,
The Registering Authority,

Name of the Transferee _____
Son /wife/daughter of: _____
Full address: _____
(Proof of address to be enclosed)

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

The Certificate of Insurance is also enclosed.

P

Signature of Transferee

Consent of the Financier in the case of Motor Equipment Subject to an agreement of hire /purchase / lease / hypothecation

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

Date _____

Signature of Financier

Office Endorsement

No. _____ Date _____ Office of the _____
The transfer of ownership of Equipment has been recorded with effect from _____ on the Registration Certificate of the Equipment _____ and in the registration of this office.

To,

Name and Address of the Financier

Registering Authority

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

P

(1) _____

P

(2) _____





FORM 30

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

Report of Transfer of Ownership of a Motor Equipment

PART 1 - For use of the Transferer

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

To,

The Registering Authority,

Name of the Transferer: _____

Son /wife/ daughter of: _____

Full address: _____

I, hereby declare that I /We have on this _____ day of _____ of the year _____ sold my/our Motor Equipment bearing registration mark _____ to Shri / Smt. _____ son / wife / daughter of _____ residing at

_____ (full address) and handed over the certificate of

registration and the certificate of insurance to him/her/them.

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

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

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

Date _____



(Borrower)

Signature of the Transferer

Details of suspension or cancellation

Strike out whichever is inapplicable





PART II - For use of the Transferee

To,
The Registering Authority,

Name of the Transferee _____
Son /wife/daughter of: _____
Full address: _____
(Proof of address to be enclosed)

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

The Certificate of Insurance is also enclosed.

P

Signature of Transferee

Consent of the Financier in the case of Motor Equipment Subject to an agreement of hire /purchase / lease / hypothecation

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

Date _____

Signature of Financier

Office Endorsement

No. _____ Date _____ Office of the _____
The transfer of ownership of Equipment has been recorded with effect from _____ on the Registration Certificate of the Equipment _____ and in the registration of this office.

To,

Name and Address of the Financier

Registering Authority

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

P

(1) _____

P

(2) _____





FORM 33
(See Rule 59)

Intimation of change of address recorded in the Certificate of registration
(To be made in duplicate if the Equipment is held under agreement of Hire/purchase/lease/hypothecation and the duplicate copy with the endorsement of the Registering authority to be returned to the financier simultaneously on making the entry of change of address in the Certificate of Registration)

To,

The Registering Authority,

I / We _____ son/wife/daughter of _____ (full address) _____ registered owner of motor Equipment number _____ have ceased to reside/to have the place of business at the address recorded in the Certificate of Registration with effect from _____. The present address is given below (evidence to be enclosed)

*The Equipment is not held under any agreement of hire, purchase, lease or hypothecation.

*The Equipment is held under an agreement of hire/purchase/lease/hypothecation with _____ (Name & full address to be given)

The Certificate of Registration is enclosed.

I / we request that the change of address may be recorded in the Certificate of Registration.



(Borrower)

Signature or thumb impression of the registered owner of the Equipment.

* Strike out whichever is inapplicable.

Office Endorsements

Number _____ Date _____ Office of the _____

The above change of address has been entered in the certificate of registration.

Signature of the Registering Authority

To,

[Name and address of the financier]

By registered post or delivered under proper acknowledgment.







FORM 33
(See Rule 59)

Intimation of change of address recorded in the Certificate of registration
(To be made in duplicate if the Equipment is held under agreement of Hire/purchase/lease/hypothecation and the duplicate copy with the endorsement of the Registering authority to be returned to the financier simultaneously on making the entry of change of address in the Certificate of Registration)

To,

The Registering Authority,

I / We _____ son/wife/daughter of _____ (full address) _____ registered owner of motor Equipment number _____ have ceased to reside/to have the place of business at the address recorded in the Certificate of Registration with effect from _____. The present address is given below (evidence to be enclosed)

*The Equipment is not held under any agreement of hire, purchase, lease or hypothecation.

*The Equipment is held under an agreement of hire/purchase/lease/hypothecation with _____ (Name & full address to be given)

The Certificate of Registration is enclosed.

I / we request that the change of address may be recorded in the Certificate of Registration.



(Borrower)

Signature or thumb impression of the registered owner of the Equipment.

* Strike out whichever is inapplicable.

Office Endorsements

Number _____ Date _____ Office of the _____

The above change of address has been entered in the certificate of registration.

Signature of the Registering Authority

To,

[Name and address of the financier]

By registered post or delivered under proper acknowledgment.







FORM 33
(See Rule 59)

Intimation of change of address recorded in the Certificate of registration
(To be made in duplicate if the Equipment is held under agreement of Hire/purchase/lease/hypothecation and the duplicate copy with the endorsement of the Registering authority to be returned to the financier simultaneously on making the entry of change of address in the Certificate of Registration)

To,

The Registering Authority,

I / We _____ son/wife/daughter of _____ (full address) _____ registered owner of motor Equipment number _____ have ceased to reside/to have the place of business at the address recorded in the Certificate of Registration with effect from _____. The present address is given below (evidence to be enclosed)

*The Equipment is not held under any agreement of hire, purchase, lease or hypothecation.

*The Equipment is held under an agreement of hire/purchase/lease/hypothecation with _____ (Name & full address to be given)

The Certificate of Registration is enclosed.

I / we request that the change of address may be recorded in the Certificate of Registration.



(Borrower)

Signature or thumb impression of the registered owner of the Equipment.

* Strike out whichever is inapplicable.

Office Endorsements

Number _____ Date _____ Office of the _____

The above change of address has been entered in the certificate of registration.

Signature of the Registering Authority

To,

[Name and address of the financier]

By registered post or delivered under proper acknowledgment.







FORM 34

(See Rule 60]

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

To,

The Registering Authority,

The Motor Equipment bearing registration No. _____ is the subject of an agreement of hire/purchase/lease/hypothecation between _____ the registered owner/ person to be registered as owner and _____

(Fill the name and full address of Financier)

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



Date _____

(Borrower)

Signature of the Registered Owner

Strike out whichever is inapplicable

Signature of the Financier

P.T.O.

FORM 34

(See Rule 60]

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

To,

The Registering Authority,

The Motor Equipment bearing registration No. _____ is the subject of an agreement of hire/purchase/lease/hypothecation between _____ the registered owner/ person to be registered as owner and _____

(Fill the name and full address of Financier)

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



Date _____

(Borrower)

Signature of the Registered Owner

Strike out whichever is inapplicable

Signature of the Financier

P.T.O.





OFFICE ENDORSEMENT

No. _____ dated _____ Office of the _____

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

Registration on _____

Date _____

Signature of the Registering Authority

To, _____

(Name and address of the Financier)

By registered post or delivered under proper acknowledgment.



OFFICE ENDORSEMENT



No. _____ dated _____ Office of the _____

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

Registration on _____

Date _____

Signature of the Registering Authority

To, _____

(Name and address of the Financier)

By registered post or delivered under proper acknowledgment.





FORM 34

(See Rule 60]

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

To,

The Registering Authority,

The Motor Equipment bearing registration No. _____ is the subject of an agreement of hire/purchase/lease/hypothecation between _____ the registered owner/ person to be registered as owner and _____

(Fill the name and full address of Financier)

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



Date _____

(Borrower)

Signature of the Registered Owner

Strike out whichever is inapplicable

Signature of the Financier

P.T.O.

FORM 34

(See Rule 60]

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

To,

The Registering Authority,

The Motor Equipment bearing registration No. _____ is the subject of an agreement of hire/purchase/lease/hypothecation between _____ the registered owner/ person to be registered as owner and _____

(Fill the name and full address of Financier)

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



Date _____

(Borrower)

Signature of the Registered Owner

Strike out whichever is inapplicable

Signature of the Financier

P.T.O.





OFFICE ENDORSEMENT

No. _____ dated _____ Office of the _____

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

Registration on _____

Date _____

Signature of the Registering Authority

To, _____

(Name and address of the Financier)

By registered post or delivered under proper acknowledgment.



OFFICE ENDORSEMENT



No. _____ dated _____ Office of the _____

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

Registration on _____

Date _____

Signature of the Registering Authority

To, _____

(Name and address of the Financier)

By registered post or delivered under proper acknowledgment.





FORM 35
[See Rule 61 (1)]

Notice of Termination of an Agreement of Hire / Purchase / Lease/ Hypothecation
(To be made in duplicate and the duplicate copy with the endorsement of the Registering Authority
to be returned to the Financier simultaneously on making the entry in the Certificate of Registration)

To,

The Registering Authority,

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

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

The Certificate of Registration together with the fee is enclosed.

Date _____

Dates _____

* Strike out whichever is inapplicable



(Borrower)

Signature of the Registered Owner

Signature of the Financier

P.T.O.

FORM 35
[See Rule 61 (1)]

Notice of Termination of an Agreement of Hire / Purchase / Lease/ Hypothecation
(To be made in duplicate and the duplicate copy with the endorsement of the Registering Authority
to be returned to the Financier simultaneously on making the entry in the Certificate of Registration)

To,

The Registering Authority,

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

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

The Certificate of Registration together with the fee is enclosed.

Date _____

Dates _____

* Strike out whichever is inapplicable



(Borrower)

Signature of the Registered Owner

Signature of the Financier

P.T.O.





OFFICE ENDORSEMENT

No. _____ dated _____ Office of the _____

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

Registration on _____

Date _____

Signature of the Registering Authority

To, _____

(Name and address of the Financier)

By registered post or delivered under proper acknowledgment.



OFFICE ENDORSEMENT



No. _____ dated _____ Office of the _____

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

Registration on _____

Date _____

Signature of the Registering Authority

To, _____

(Name and address of the Financier)

By registered post or delivered under proper acknowledgment.







9919/31.07.2012

