Bandhan Bank

AUTO LOAN AGREEMENT

Customer Name: _____

Loan Agreement No.: _____

Bandhan Bank

AUTO LOAN AGREEMENT

This loan agreement **("Agreement")** is made at the place and on the date mentioned in Schedule I attached hereto BETWEEN

Borrower and **Co-Borrower** whose details are given in Schedule I, and hereinafter collectively being referred to as **"Borrower"** (which expression , unless it be repugnant to the context or meaning thereof, shall include: (i) in the event that the Borrower is a Company within the meaning of the Companies Act, 1956/2013 or a Limited Liability Partnership, incorporated under the Limited Liability Partnership Act, 2008, its successors and assigns; (ii) in the event that the Borrower is a partnership firm for the purposes of the Indian Partnership Act, 1932, the partners for the time being and from time to time and their respective legal heirs, executors and administrators, legal representatives and successors; (iii) in the event that the Borrower is a sole proprietorship, the sole proprietor and his/ her legal heirs, administrators, executors and legal representatives; (iv) in the event that the Borrower is an individual, his/her legal heirs, administrators and executors; (v) in the event that the Borrower is a joint Hindu Undivided Family, the Karta and any or each of the adult members of the HUF and their survivor(s) and his / her / their respective heirs, executors, administrators; (vi) in the event that the Borrower is a Society, the members of the governing body of the Society and any new members elected, appointed or co-opted thereon; (vi) in the event that the Borrower is a Trust, the Trustee or Trustees for the time being thereof and their respective legal heirs, executors, administrators and successors), of the **First Part;**

AND

Bandhan Bank Limited, a company incorporated under the Companies Act, 2013 and a banking company within the meaning of the Banking Regulation Act, 1949, having its registered office at DN-32, Sector-V, Salt Lake City, Kolkata-700091 and one of its branch office at the place mentioned in Schedule I (hereinafter referred to as the **"Bank/Lender"** which expression, unless it be repugnant to the context or meaning thereof, shall be deemed to mean and include its successors and permitted assigns) of the **Other Part.**

The Borrower and the Bank shall individually be referred to as Party and collectively as Parties.

IT IS AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

1. DEFINITIONS

The terms and expression contained in this Agreement are defined as under.

a) **"Agreement"** means this loan agreement read together with all its Schedules, Annexure (if any), Key Fact Statement (KFS), Most Important Terms and Condition (MITC), attachments and appendices annexed hereto and all amendments/ supplements thereof as executed from time to time.

b) **"Application Form"** means a duly filled in Loan application form, in a form and manner prescribed by and acceptable to the Bank, together with such documents and information as may be required by the Bank including all particulars and documents, filled and submitted by the Borrower to the Bank for the purpose of availing the Loan.

c) **"Asset or Vehicle"** shall mean the motor vehicle (old or new) of the Borrower, for the purchase of which the Loan has been granted by the Bank and hypothecated by the Borrower as security with the Bank. Details of the Asset are provided in Schedule I or Annexure (for new Vehicle).

d) **"Branch"** means the branch of the Bank at the place mentioned in Schedule I hereunder and where the Loan is disbursed, and shall include any other branch of the Bank where the Loan Account is maintained or transferred to any time at the sole discretion n of the Bank.

e) **"Business Day"** shall mean a day on which the Branch office of the Bank specified in this Agreement, or such other office as may be notified by the Bank to the Borrower, is open for normal business transactions.

f) **"City of Registration"** shall mean the city/town where the Asset (old or new) is registered or to be registered, with the Registering Authority.

g) **"EMI"** or **"Equated Monthly Instalment"** shall mean the amount payable every month by the Borrower to the Bank comprising of interest, or as the case may be, principal and interest on the Loan.

h) **"Fees and Charges"** shall mean charges & fees as provided in the Sanction Letter and/or Schedules attached hereto.

i) **"Guarantee"** shall mean personal and/or corporate guarantee provided by the guarantor as a security for the Loan sanctioned by the Bank to the Borrower.

j) **"Interest Rate/ Annual Percentage Rate (APR)"** means the rate, specified in Schedule I, Sanction Letter and KFS, at which the Bank shall compute and apply interest on the Loan, payable by the Borrower to the Bank, and as may be amended by the Bank from time to time.

k) **"Key Facts Statement (KFS)"** shall mean the KFS annexed at Schedule III to this Agreement.

l) **"Loan"** means the loan(s), specified under Schedule I hereto, granted by the Bank to the Borrower in terms of the Sanction Letter and this Agreement. The expression "Loan" shall mean to include the principal amount of Loan and all dues outstanding thereunder, if the context requires so.

m) **"Loan Account"** shall mean the account of the Borrower in which the proceeds of the Loan shall be deposited.

n) **"Outstanding Dues/Amounts"** means principal amount of the Loan outstanding from time to time, and all interests, Penal Charges, interest on overdue EMI/installment/ amount/interest, prepayment charges (if any), costs, commissions, fees & charges, expenses and other amounts due and payable by the Borrower under or in respect of this Agreement.

o) **"Penal Charges"** shall mean the charges applicable at the rate as mentioned in Schedule II (Schedule of charges), payable by the Borrower to the Bank upon happening of an Event of Default under this Agreement.

p) **"Registering Authority"** shall have the meaning ascribed to it under Motor Vehicles Act, 1988.

q) **"Registration Certificate"** shall mean the certificate of registration given by the Registering Authority.

r) **"Repayment Instrument"** shall mean (a) ECS/NACH (Electronic Clearing Service/National Automated Clearing House); (b) NEFT (National Electronic Fund Transfer); (c) Cheques; (d) RTGS (Real Time Gross Settlement); (e) Standing Instructions at the Bank; (f) Unified Payments Interface (UPI) or other digital mode; or (g) any other instrument acceptable to the Bank from time to time, which options are set out in Schedule I hereunder.

s) **"Sanction Letter"** means the sanction letter issued by the Bank and accepted by the Borrower, in connection with the Loan and would include any variations and amendments thereto, from time to time. Sanction Letter, details whereof are in Schedule I, shall form an integral part of this Agreement and shall always be read in conjunction with the same.

t) **"Transaction Documents"** shall mean the Loan Application Form, Sanction Letter, this Agreement and addendum thereto and such other documents and writings 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 to the Borrower.

2. INTERPRETATION

i. In this Agreement, singular shall include plural and the masculine gender, the feminine or neutral gender.

ii. Any expression not defined herein shall, if defined under General Clauses Act, 1897, carry the same meaning as assigned to it under the said Act.

iii. The arrangement of clauses in this Agreement shall have no bearing on their interpretation.

iv. The expression Borrower shall, when more than one, include all of them collectively or any of them individually, as the context may require.

v. The Schedule I, II, III and Annexure constitute an integral and operative part of this Agreement.

vi. Unless the context otherwise requires, reference to a Clause and/or a Schedule is to a clause and/or schedule of this Agreement and reference to a paragraph is to a paragraph of a Schedule to this Agreement.

vii. Headings to Clauses, Schedules and parts and paragraphs of the Schedules are for convenience only and do not affect the interpretation of this Agreement.

viii. Reference to any statute or statutory provision shall include:

(a) all statutory instruments or orders including subordinated or delegated legislation (whether by way of rules, notifications, bye-laws and guidelines) made from time to time under that statute or statutory provision (whether or not amended, modified, re-enacted or consolidated);

(b) such provision as from time to time amended, modified, re-enacted or consolidated (whether before or after the date of this Agreement) to the extent such amendment, modification, re-enactment or consolidation applies or is capable of applying to any transactions entered into under this Agreement and (to the extent liability thereunder may exist or can arise) shall include any past statute or statutory provision (as from time to time amended, modified, re-enacted or consolidated) which the statute or statutory provision referred to has directly or indirectly replaced.

ix. Reference to any document includes an amendment/supplements to that document.

x. Reference to an "amendment" includes a supplement, modification, novation, replacement or re-enactment and "amended" is to be construed accordingly.

xi. Words denoting the singular shall include the plural and vice versa.

xii. References to the word "include" or "including" shall be construed without limitation.

xiii. Reference to a "Party" to any document includes that Party's successors, executors, permitted transferees and permitted assignees, as the case may be.

xiv. Words "hereof", "herein", "hereto", "hereunder" and words of similar import when used with reference to a specific clause in this Agreement shall refer to such clause in this Agreement and when used otherwise than in connection with specific clauses shall refer to this Agreement as a whole.

xv. In the computation of periods of time from a specified date to a later specified date, the words "from" and "commencing on" mean "from and including" and "commencing on and including", respectively, and the words "to", "until" and "ending on" each mean "to but not including", "until but not including" and "ending on but not including" respectively.

xvi. Unless otherwise specified, whenever any payment to be made or action to be taken under this Agreement, is required to be made or taken on a day other than a Business Day, such payment shall be made or action be taken on the immediately preceding Business Day.

xvii. Where a wider construction is possible, the words "other" and "otherwise" shall not be construed ejusdem generis with any foregoing words.

xviii. Any consent, approval, determination, waiver or finding to be given or made by any Bank shall be made or given by the Bank in its sole discretion.

xix. An event of default being outstanding or continuing means that it has not been remedied or waived in writing by the Bank.

xx. In the event of any disagreement or dispute between the Borrower and the Bank regarding the materiality of any matter including any event, occurrence, circumstance, change, fact, information, document, authorization, proceeding, act, omission, claims, breach, default or otherwise, the opinion of the Bank in relation to the materiality of any of the foregoing shall be final and binding on the Borrower.

xxi. In case of more than one Borrower all the duties, liabilities and obligations under the Loan shall be joint and several.

xxii. Where there are more than one Borrower, any request or communication with respect to the Loan made by one Borrower shall be deemed to be made by all the Borrowers, unless otherwise required by the Bank.

xxiii. The terms of this Agreement shall at all times be read conjunctively with the terms of the Sanction Letter.

xxiv. The Borrowers declares and confirms that the Loan granted/ to be granted by the Bank shall be governed by the terms and conditions mentioned in the Finance Documents, and they shall be construed and interpreted accordingly.

xxv. The terms “Willful Defaulters” and “List of Willful Defaulters” shall have the meaning as assigned to these terms in Master Direction on Treatment of Willful Defaulters and Large Defaulters dated 30 July, 2024 issued by Reserve Bank of India (RBI), and as amended from time to time.

3. Loan Amount

3.1 The Borrower, as per the Application Form, has approached the Bank for a Loan, details whereof are in Schedule I, for the purpose of purchase of Vehicle as more particularly described in Schedule I hereunder. The Bank has agreed to grant and the Borrower has agreed to avail the Loan on the terms and conditions as stipulated in this Agreement. The Borrower agrees and acknowledges that it is at the request and representation of the Borrower, the Bank has agreed to grant the Loan, which shall be secured inter alia by hypothecation of the Vehicle, and upon such terms and conditions as stipulated in this Agreement.

3.2 The Loan shall be disbursed in lumpsum or in suitable installments as per sole discretion of Bank (which decision shall be final and binding on the Borrower) and in any case disbursement will be subject to payment of margin money in respect of the Vehicle by the Borrower. The Borrower shall acknowledge in writing the receipt of the Loan disbursed. In case of purchase of a new Vehicle the Bank shall disburse the Loan amount directly to the dealer for and on behalf of the Borrower and every such disbursement to the dealer shall be deemed to be disbursement to the Borrower under this Agreement. In case of refinance of used Vehicle/purchase of used Vehicle, the Loan amount may be disbursed by the Bank to the owner/seller of the Vehicle or to the dealer and such disbursement by the Bank shall be deemed to be disbursement to the Borrower. The Borrower shall on or before the date of the first disbursal of the Loan, pay to the Bank annual charges, processing charges, one-time upfront fees and such other fees and charges at the rate as may be prescribed in the Sanction Letter/ Schedule II along-with applicable goods and service tax. Any disbursement under the Loan to be made by the Bank to the Borrower in terms of this Agreement shall be made by NEFT or RTGS or any other mode as may be decided by the Bank in its sole discretion.

3.3 Bank may, absolutely and unconditionally, reduce, revoke, cancel and/or modify any undrawn amount (in whole or in part), if any, from the Loan amount, at its sole and absolute discretion, at any time, without giving any prior notice to the Borrower and without assigning any reasons thereof. Further, Bank may by notice recall and recover any disbursed part of the Loan amount under this Agreement in its sole and absolute discretion.

3.4 The Bank may not disburse any amount under the Loan unless the following conditions are complied with by the Borrower:

a. the Borrower shall have provided the Bank with the documents evidencing the payment of Borrower’s contribution towards the purchase of the Vehicle;

b. the Borrower shall have provided the Bank with necessary documents, permissions and approvals as may be required by the Bank, including execution of this Agreement;

c. any other condition or document which the Bank may require the Borrower to fulfill or provide.

3.5 In the event Borrower avails multiple Loan facilities under the same Sanction Letter for the purchase of more than one Vehicle, the Bank shall open separate Loan Accounts with respect to each such sanctioned Loan facility. Further, for the purpose of clarity, it is hereby specified that the terms of the Sanction Letter and this Agreement shall continue to prevail and be binding on the Borrower, till the repayment by the Borrower to the Bank of all the Outstanding Dues under the respective Loan facilities and closure of all the Loan Accounts to the satisfaction of the Bank.

3.6 The Borrower may cancel the Loan at any time before the due date of the first EMI, upon payment of cancellation charges as mentioned in Schedule II (Schedule of Charges). The Loan cannot be cancelled on or after the due date of the first EMI. Where the Loan amount has been disbursed by the Bank, the Borrower shall be liable to repay to the Bank, apart from the aforesaid cancellation charges, the Loan amount along with the interest accrued till the repayment of the Loan and applicable charges.

3.7 The Fair Practice Code for the lenders as published on the Bank's website (https://bandhanbank.com/sites/default/files/2021-01/Fair_practice_code.pdf) shall apply to the Loan. .

4. Interest Rate/APR/Fees/Charges/Costs/Claims

4.1 The Borrower agrees to pay the Bank the interest/APR on the Loan, at the rate and on the rests specified under Schedule I of this Agreement.

4.2 Interest on the Loan Amount shall begin to accrue from the date of RTGS or NEFT of the Loan Amount (in whole or in part) by the Bank to the Borrower or its authorized representative, without the Bank concerning itself with the receipt of such disbursed Loan Amount by the Borrower/beneficiary/recipient. The broken period interest shall be calculated in line with the Bank’s calculation logic, which shall be subject to change at Bank’s sole discretion. For easy understanding and convenience, Borrower may refer to the repayment schedule which shall be provided by the Bank. Accordingly, the interest for the actual number of days remaining for the due date of first instalment shall be added to the first EMI. Final EMI will be communicated to the Borrower through the repayment schedule post disbursement of the Loan.

4.3 Interest on the Loan shall be computed and debited to the Loan account on the due date in each calendar month/quarter/half year /year as stated in the Schedule I/ Sanction Letter.

4.4 Interest tax and other levies as may be applicable from time to time on the Loan shall be borne by the Borrower.

4.5 The Bank shall be entitled to debit, and the Borrower agrees to pay all other amounts due and payable by the Borrower under this Agreement (including but not limited to processing fees/upfront fees, interest tax, any other ancillary fees, commitment charges, valuation charges, documentation charges, inspection charges, stamp duty and registration charges, costs, service/prepayment, Penal Charges and other charges, claims and expenses), the Borrower's Loan account, unless separately reimbursed to the Bank by the Borrower. Such amounts shall form part of the Loan.

4.6 If the Borrower commits a breach of any of the terms of the Agreement and/or defaults in making payment of any amount on the due date or otherwise under the Loan, then the Borrower shall be liable to pay, apart from interest, Penal Charges at the rate mentioned in Schedule II (Schedule of Charges) on the Outstanding Amount or overdue amount, as the case may be, till the time the breach or default, as the case may be, continues, besides constituting it an event of default, thereby making the entire Outstanding Amount under the Loan due and payable to the Bank forthwith. The Borrower agrees and accepts that such charges are reasonable and represent the genuine pre-estimate of the loss expected to be incurred by the Bank in the event of breach of the terms of the Agreement and/or payment default by the Borrower.

4.7 On account of upward revision of Interest Rate, the Bank shall have absolute liberty and discretion to refix the Equated Monthly Instalment and in that event the Borrower shall be liable to repay the Loan with revised Interest Rate at such revised Equated Monthly Instalment or in the alternative the Bank may in its absolute discretion extend the period of repayment.

4.8 Interest on the Loan shall be computed and debited to the Loan Account taking the basis of 365/366 days a year and the actual number of days elapsed.

4.9 The Borrower has paid/agreed to pay as and when demanded by the Bank the processing charges, service charges, disbursement charges, collection charges, penalties (if any), stamp duty, registration charges, other charges/fees/costs etc. as mentioned in the Schedules or Sanction Letter or as specified by the Bank from time to time. The Borrower understands and agrees that the foregoing charges (including pre-payment charges, if any)/fees/costs and the charges specified under Schedule II (Schedule of Charges) may be revised by the Bank from time to time and will be notified by the Bank either through letter or SMS/email (on contact details registered with Bank) or by updating the website www.bandhanbank.com or a combination thereof, which shall constitute sufficient notice to Borrower. The processing fees, service charge and/or other charges/fees/costs shall be non-refundable and payable to the Bank whether or not the Loan has been drawn down.

4.10 The Borrower agrees and covenants with the Bank that the Bank, may at its sole discretion, require the Borrower to promptly pay (a) the applicable stamp duty on the Loan documents and also on such other documents as may be executed in relation to or incidental to these presents; (b) bear all costs of making good any deficit in stamp duty on the Loan documents executed by the Borrower in relation to the Loan in favour of the Bank; (c). all present and future taxes which may include any duties, expenses and other charges whatsoever in relation to the Loan and (d) all other charges, costs and expenses from time to time specified by the Bank (including all

costs and expenses incurred or paid by the Bank) in relation to this Agreement or for enforcement of security interest and/or for recovery of the Loan or any part thereof. In case of failure of the Borrower to pay the foregoing, the Bank shall be entitled to debit all such amount due and payable by the Borrower under this Agreement to the Loan account and the same shall form part of the Loan on which the applicable Interest Rate would be applicable.

4.11 The Borrower accepts, acknowledges and confirms that the Bank shall be entitled to deduct upfront from the Loan amount (in the event not paid by the Borrower before disbursement), the charges as specifically mentioned in the Sanction Letter and/or Schedules hereunder and/ or any other document related to the Loan at the time of disbursement of the Loan amount. The Bank shall disburse the balance Loan amount to the Borrower or any third party on behalf of the Borrower, as the case may be, and the Borrower shall be liable to repay the entire Loan amount along with the interest as agreed and on such dates/ intervals as and when the same becomes due.

4.12 Any dispute being raised about the amount or interest computation or any amount under the Agreement will not enable the Borrower to withhold payment of any installment.

4.13 The Bank shall upon the written request of the Borrower, provide the Borrower with the statement of accounts with respect to the Loan. In case of any query or dispute pertaining to the shared statement of accounts, the Borrower shall approach the Bank with complete details within 10 (ten) days of receipt of such statement of accounts, post which the statement of accounts shall be considered final, conclusive and binding on the Borrower.

5. REPAYMENT

5.1 The Loan (including the principal, interest thereon, Penal Charges and any other charges, premium, fees, taxes levies or other dues payable by the Borrower to the Bank in terms of this Agreement) shall be repayable by the Borrower to the Bank:

i. at the Branch (or at any other branch of the Bank or at any other place as may be notified by the Bank);

ii. by way of EMIs as mentioned in Schedule I and/or Sanction Letter towards repayment of principal and interest; and

iii. by separate repayments towards repayment of Penal Charges, interest on overdue EMI/instalment/amount/interest (if applicable), fees, charges, taxes, claims, costs and expenses charged to the Loan account.

5.2 The EMI amount shall be arrived at so as to comprise repayment of principal and payment of interest calculated on the basis of the Interest Rate/APR, periodicity of repayment of the entire liability under the Loan at the end of its tenure, and the Borrower agrees to continue paying EMIs until all amounts due under the Loan have been repaid in full to the Bank.

5.3 The Borrower shall amortize the Loan, if not demanded earlier by the Bank, in accordance with and subject to the repayment terms stipulated in this Agreement and/or Sanction Letter.

5.4 No notice, reminder or intimation will be given to the Borrower regarding its obligation to pay the Equated Monthly Instalments (EMI) regularly on each due date. It shall entirely be its responsibility to ensure prompt and timely payment to the Bank. Instalment schedule is normally equated monthly to the terms & conditions of the repayment schedule and to overcome operational issues, holidays etc it is advised that the Borrower shall at all times keep sufficient balance in bank accounts prior to the due date of EMI, for clearance of EMI on due dates to avoid Penal Charges and other charges and avoid delinquency status.

5.5 All repayments of principal, payment of interest, Penal Charges, costs, interest on overdue EMI/instalment/amount/interest (if applicable) and all other amounts by way of EMI or otherwise shall be given effect to in the Loan account in accordance with the method of effecting payment as stated in the Agreement or as may be adopted by the Bank from time to time.

5.6 Upon the prior written request of the Borrower and subject to its acceptability by the Bank at its sole discretion and on such terms and conditions as the Bank may deem fit, any repayments made by the Borrower ahead of the repayment terms shall attract prepayment charges, if any, stated in Schedule II/Sanction Letter.

5.7 The repayment of the Outstanding Dues by the Borrower to the Bank under the Loan shall be payable by/through the Repayment Instruments.

5.8 Borrower hereby authorizes the Bank to debit payments of Loan instalments, dues or/and any overdue/late charges/cheque bounce charges from its respective bank account. Borrower hereby agrees and confirms that these instructions shall be irrevocable and will be operative till the closure of the Loan. The same shall not be cancelled/withdrawn except with the prior written consent of the Bank.

5.9 Timely repayment of the Loan is the essence of this contract.

5.10 Notwithstanding anything to the contrary contained herein, the Bank shall have the right at any time or from time to time to review and reschedule the repayment terms of the Loan or of the Outstanding Amount thereof in such manner and to such extent as the Bank may in its sole discretion decide. In such an event the Borrower shall repay the Loan or the Outstanding Amount thereof as per the revised repayment schedule as may be determined by the Bank in its sole discretion and communicated to the Borrower by the Bank in writing.

6. REPRESENTATIONS, WARRANTIES AND COVENANTS OF THE BORROWER

The Borrower represents warrants and covenants on a continuous basis that:

(i) (In case of it being an entity) it is an entity duly incorporated/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;

(ii) all corporate and other actions/approvals have been duly taken which are required to be taken to authorize the execution by the Borrower of this Agreement and of each document, the performance by the Borrower of obligations contained herein and under each such document;

(iii) Borrower (where individual) has attained the age of 18 years and is competent under the laws of India to execute this Agreement;

(iv) Borrower shall provide information to the Bank about any subsequent credit facility availed by it from any other lending institution;

(v) Borrower confirms that it has neither committed any default under any agreement nor has been declared as Willful Defaulter by Reserve Bank of India (RBI) or any bank/financial institution;

(vi) Borrower shall not pay any commission to the guarantor(s) for the Guarantee (if any) issued with respect to the Loan;

(vii) neither encumbrance of any nature nor any lien exists over the Vehicle hypothecated with the Bank herein and shall at all times be free from all encumbrances and have an absolute, clear and marketable title to the Vehicle. Borrower shall not make or allow any alterations or modifications to the Vehicle, without prior consent of the Bank. Any direct or indirect transfer of the Vehicle would be deemed to be a criminal breach of trust entitling the Bank to file/pursue an FIR or a criminal complaint against the Borrower without prejudice to the Bank's other right and remedies under law. The said Vehicle is in the custody of the Borrower in its capacity as bailee;

(viii) Borrower has obtained, done and shall continue to maintain all that is necessary to give full force and effect to all authorization, approvals consents, licenses, insurances and permission required under the laws of India in relation to this Agreement and the Vehicle hypothecated with the Bank;

(ix) Borrower is aware that the dishonor of any Repayment Instrument shall be construed as an act under section 138 of the Negotiable Instruments Act, 1881 or 25 of the Payment and Settlement Systems Act 2007;

(x) The Borrower shall utilize the Loan for the purchase of the Vehicle as indicated by it in the Loan Application Form, and mentioned in Sanction Letter and the Schedules;

(xi) Borrower agrees to pay the installments and other dues etc. to the Bank under this Agreement irrespective of whether the Vehicle is in use by the Borrower or is not in use due to damage and repair;

(xii) any disbursement under the Loan made by the Bank directly to the dealer or seller, as the case may be, of the Vehicle shall be deemed to be disbursement under the Loan to the Borrower;

(xiii) in case the Loan is taken jointly by more than one Borrower, disbursement to the Borrower by the Bank shall be deemed to be disbursement to all the Borrowers and their liability with respect to the terms and conditions, obligations stipulate under this Agreement shall be joint and several, even if the Vehicle is registered in the name of one of the Borrowers or possession of the Vehicle is with one or other of the Borrower;

(xiv) no action, claim, legal proceeding or other procedure has been taken or is currently pending or threatened in relation to the Borrower or the Vehicle;

(xv) Borrower (where the Borrower is an entity) hereby agrees and declares that the Borrower shall not induct a person whose name appears in the List of Willful Defaulters (LWD) on its board or as a person in charge and responsible for the management of the affairs of the Borrower. The Borrower further agrees that in case such a person is found to be on its board or in charge and responsible for the management of the affairs of the Borrower, the Borrower shall take expeditious and effective steps for removal of such person from its board and/or management;

(xvi) Borrower also agrees and understands that under no circumstances shall the Bank renew/enhance/ restructure existing facilities provided to the Borrower or provide fresh credit facilities, as long as the name of its promoters and/or directors and/or person in charge and responsible for the management of the affairs of the Borrower remains in the List of Willful Defaulters (LWD);

(xvii) Borrower shall duly, fully, solely and entirely bear and pay in full and within statutory limits all costs, interest tax, service tax, import duties, registration charges and stamp duty (including deficit/ differential stamp duty) with respect to the Vehicle and /or on the documents executed by the Borrower in relation to the Loan and/or security created by the Borrower in favour of the Bank including this Agreement and other transaction documents, in all jurisdictions and states;

(xviii) get the Vehicle registered with the appropriate Registering Authority (wherever applicable) under the Motor Vehicles Act, 1988, and as amended from time to time;

(xix) inform the Bank in writing of any theft of or damage to the Vehicle, lodging of any claim whatever with any insurance company in respect of the Vehicle, and such writing shall be delivered to the Bank within three (03) working days of such theft or damage or lodgment of claim;

(xx) inform the Bank of any loss, destruction or misplacement of the Registration Certificate of the Vehicle or the insurance policy relating to the Vehicle within three (03) working days of such loss, destruction, or misplacement;

(xxi) not to apply for any duplicate Registration Certificate for the Vehicle otherwise than by delivering the application thereof to the Bank for endorsing its charge on the Vehicle;

(xxii) not to transfer the registration of the Vehicle to any city or town other than the City of Registration;

(xxiii) indemnify and keep indemnifying the Bank against any loss or damage to the Vehicle or any part thereof from whatever cause whether such damage is because of the negligence of the Borrower;

(xxiv) it has paid all public demands and all taxes and revenues payable to the Government of India or to the Government of any State or to a local authority and that at present there are no-arrears of such taxes and revenue dues and outstanding;

(xxv) Borrower shall be solely and exclusively responsible for the quality, condition, fitness and performance of the Vehicle and for getting delivery of the Vehicle from the dealer/seller. Borrower shall maintain the Vehicle in good condition and all necessary repairs, additions and improvements thereto shall be done by the Borrower to the Vehicle during the continuance of the Agreement.

(xxvi) Borrower shall within 90 (ninety) days from the date of disbursement of the Loan or delivery of the Vehicle (whichever is earlier), have the Vehicle registered with the appropriate Registering Authority and submit a copy of the Registration Certificate with the Bank. The registration of the Vehicle shall be made clearly indicating that such Vehicle is exclusively charged by way of hypothecation in favour of the Bank.

(xxvii) Borrower shall comply with the laws, rules and regulations relating to the Vehicle and its use, and shall obtain and keep effective at all times, all necessary licenses, registration, permissions, insurance, approvals and consents for the use of the Vehicle.

(xxviii) Borrower shall permit the Bank or any of its representative, at all times, to inspect, view and examine the state and condition of the Vehicle and/or the documents relating thereto. The Borrower shall also, if required by the Bank, produce the Vehicle and/or documents relating thereto for inspection by the Bank at such place as the Bank may deem fit, solely at the cost of the Borrower.

(xxix) The Borrower also understands and agrees that the Bank shall have the right to perform regular audits to identify Early Warning Signal (EWS) for the early detection and prevention of fraud and will flag accounts (Red Flagging of Accounts (RFA)) to ensure prompt reporting to law enforcement agencies. The Borrower also agrees that if an audit report is inconclusive or delayed due to lack of cooperation from the Borrower, the Bank shall have the right to determine the Borrower's account status as fraudulent or otherwise, based on available records and its own internal investigation.

(xxx) Vehicle shall be driven only by person duly qualified under the Motor Vehicle Act, 1988, and amendments thereto. Borrower shall also comply with the terms of the insurance policy of the Vehicle.

(xxxi) Borrower shall to the total satisfaction of the Bank, take all necessary steps to (i) register the hypothecation in favour of the Bank with the Registering Authority, (ii) effectuate the transfer of ownership in the event of default and re-possession;

(xxxii) Borrower hereto confirms that the Vehicle price has been arrived at after taking into account all relevant taxes, duties and levies applicable as on the date of this Agreement. The Borrower agrees that the installment shall be increased by any fresh imposition or increase in Vehicle price, taxes, duties, levies and charges during the subsistence of the Agreement and/or becoming payable by the Bank by virtue of entering into this Agreement. In the event of such taxes, duties, levies and charges increasing during the period of the placing of the order of the Vehicle and its acceptance and eventual delivery to the Borrower, such increase shall be borne and paid by the Borrower;

(xxxiii) if the price of the Vehicle is revised upwards after the date hereof, then and in that event the Borrower shall pay all of the amount (in addition to the amount paid or to be paid by it along with the Loan as the price of the Vehicle) that may be required for acquiring the Vehicle at such revised price and the Bank shall not be liable to pay such revised amount by way of Loan or otherwise for such revision in price of the Vehicle;

(xxxiv) if the Borrower fails to pay the amount as mentioned above within fifteen days of revision of the price of the Vehicle or within the period allowed for this purpose by the manufacturer or dealer of the Vehicle, whichever is earlier, then and in that event the Bank may at its sole discretion as agent of the Borrower cancel, annul or rescind the booking of the Vehicle and collect the refund of booking price (after such deductions as may be made by the manufacturer of the Vehicle or its dealer) for adjustment thereof against any amount that may be due and payable by the Borrower to it in terms of the Agreement;

(xxxv) Borrower for the purpose of the above clause hereby irrevocably authorize the Bank to cancel, annual or rescind any booking of the Vehicle and to receive any refund of booking price of the Vehicle from the manufacturer or its dealer;

(xxxvi) Borrower has chosen the Vehicle of its choice and out of its own free will, and the Bank has no role in such selection of the Vehicle;

(xxxvii) to keep the Vehicle hypothecated with the Bank as security for the Loan, until closure of the Loan to the satisfaction of the Bank.

(xxxviii) The Borrower shall not, in case the Borrower being an entity, permit any change in the ownership or management or control of the Borrower whereby the effective beneficial ownership or control of the Borrower shall change in any manner whatsoever, without the prior written consent of the Bank;

(xxxix) The Borrower shall not, in case the Borrower being an entity, decide or enter into any scheme of merger, amalgamation, compromise or reconstruction without the prior written consent of the Bank;

(xl) The Borrower shall not, in case the Borrower being an entity, make any amendments in the Borrower's Memorandum and Articles and Deeds/Bye-Laws without the prior written consent of the Bank;.

7. SECURITY

In consideration of the Bank having granted or agreed to grant to the Borrower the Loan, subject to the terms and conditions mentioned herein, the Borrower hereby agrees and acknowledges as under:

7.1 Borrower, as a security towards the Loan, hereby hypothecates the Vehicle in favour of the Bank by way of first and exclusive charge on the Vehicle **("Security")**. The Vehicle shall remain a continuous Security to the Bank binding upon the Borrower, and the Security shall not be discharged until repayment of the entire Outstanding Dues under the Loan to the satisfaction of the Bank.

7.2 Borrower hereby agrees to obtain an endorsement of the said hypothecation on the Registration Certificate from the concerned Registering Authority and submit a copy of the same containing the endorsement of hypothecation of the Vehicle in favour of the Bank within 90 (ninety) days from the date of disbursement of the Loan or delivery of the Vehicle (whichever is earlier). If the Vehicle has not been delivered to and/or registered in the name of the Borrower at the time of signing of the Agreement, the particulars of the Vehicle shall be informed in writing by the Borrower within 07 (seven) days of such delivery and/or registration whichever is earlier in the format, if any, prescribed by the Bank, which shall be deemed to be part of this Agreement.

7.3 Borrower hereby agrees that the Bank is not responsible for delivery of duly endorsed Registration Certificate and that the Borrower shall not withhold payment of EMI on the ground that the Registration Certificate has not been delivered.

7.4 Borrower expressly and irrevocably agrees that it shall be estopped from taking the plea that on the date of this Agreement, the exact details of the Vehicle were not available.

7.5 Borrower hereby agrees that any and all fillings made before and any endorsement on the Registration Certificate obtained from the concerned Registering Authority in relation to the hypothecation of and charge created over the Vehicle shall be deemed to have been filed or obtained, as the case may be, for the purpose of the Loan.

7.6 Hypothecation and charge on the Vehicle in favour of the Bank shall be deemed to take place immediately on signing of this Agreement or delivery of the Vehicle, as the case may be, whichever is earlier.

7.7 Liability of the Borrower and charge of the Bank on the Security shall not be affected, impaired or discharged by winding up (voluntary or otherwise) or by merger or amalgamation, reconstruction, takeover of the management, dissolution or nationalization of the Borrower.

7.8 Borrower shall not sell, charge, surrender, assign, transfer, let, encumber or otherwise howsoever alienate, transfer, create interest in favour of any other person or deal with the Security or any part thereof during the continuation of the obligations under this Agreement.

7.9 Where the Borrower is an entity, it shall ensure to register the charge of the Bank on the Vehicle, hypothecated as Security, with the relevant statutory/ regulatory authority within 30 (thirty) days from the date of creation of such Security.

7.10 Borrower shall, if required by the Bank: (i) comprehensively insure and keep insured the Vehicle with an insurance company of own choice against loss by theft, fire, earthquake, floods or any loss or damage to the Vehicle due to any force majeure/ act of god. (ii) obtain insurance cover against the risk of death and injury to the Borrower, with the Bank as sole beneficiary or the first loss payee and submit to the Bank original insurance policy documents and premium payment receipts thereof.

7.11 Borrower irrevocably nominates, constitutes and appoints the Bank to be the true and lawful attorney of the Borrower, in the name and for and on behalf of the Borrower to do, execute and perform or cause to be done, execute and perform all the following acts, deeds and things or any of them:

(i) to create security over the Vehicle hypothecated in favour of the Bank in any form and manner acceptable to the Bank;

(ii) to deposit all necessary and required documents with the Bank in such form and manner as may be required by the Bank to effectuate creation or perfection of Security in favour of the Bank;

(iii) to do or cause to be done all other acts, deeds, matters or things which the Bank may deem necessary or expedient for the purpose of or in relation to the Security or Loan including but not limited to, for the purpose of realization of Outstanding Dues, repossession and sale of the Security and completing the formalities connected thereto, with the concerned Registering Authority.

(iv) to apply for and obtain the necessary certificate or any other certificate/ approvals/permissions/consents/licenses that may be necessary or required for the creation/ perfection/ registration of the Security as mentioned above and all other deeds or documents and for the above purpose, to appear for and on behalf of the Borrower before income tax authorities and/or any other statutory/ regulatory authority or person in any jurisdiction as may be necessary for the purpose aforesaid and/or if needed pay or discharge any tax liability for and on behalf of the Borrower reimbursing all such sums as may have been so paid and without prejudice to claim such reimbursement and to debit such amount to the accounts of the Borrower along with interest and applicable charges.

8. INSURANCE AND MAINTENANCE

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

8.2 The Borrower hereby expressly agrees to pay advance premium against insurance policy along with its Loan EMI and the Bank shall be entitled to credit the amount of advance premium for insurance policy so received with the amount of Loan EMI, to the account of the Borrower which shall be debited at the time of renewal of the insurance policy.

8.3 The Bank shall collect advance premium from the Borrower based upon prevailing market insurance premium rates, which may vary at the time of renewal as per the norms and guidelines issued by the insurance company.

8.4 The Borrower hereby agrees that it will pay the difference amount, if any, at the time of renewal of the insurance, failing which the Bank shall be entitled to charge late payment charges as per Schedule II attached to this Agreement.

8.5 The Borrower also expressly agrees that in the event of default, the Bank shall be under no obligation to renew the insurance policy so taken up by the Borrower and the amount of advance premium so deposited by the Borrower with the Bank shall be forfeited at the sole discretion of the Bank.

8.6 The insurance policy to be availed and its renewals shall be in the name of the Borrower and the Bank shall be described as loss payee/beneficiary under such insurance policy.

8.7 The Borrower agrees and undertakes to keep the said Vehicle in good marketable condition at its own expense and replace all such parts of the Vehicle, whether broken or damaged, as per the normal practice adopted for the maintenance of any Vehicle. The Borrower expressly agrees to engage mechanics, dealer service facilities expressly authorized by the manufacturer of the Vehicle to effect repair and to service the Vehicle.

8.8 If the Borrower fails to comply with any of the terms mentioned herein, the Bank may without prejudice to its rights and remedies under this Agreement and in law take such steps as it may deem fit to keep and maintain the Vehicle and the insurance policy and renew such insurance policy at the Borrower's costs, charges and expenses which the Borrower on demand shall reimburse the Bank.

8.9 The Borrower hereby transfers and assigns its rights to receive the insurance claim/benefit under the insurance policy to the Bank, notwithstanding any other name the Borrower may have given in any other document. The Borrower hereby also confirms that any money/claim payable to the Borrower in terms of the insurance policy shall be payable to the Bank (in the name of the Bank), only as long as the Loan amount is outstanding/ Vehicle is hypothecated with the Bank. In the event of the death of the Borrower/policy holder/insured, the Bank shall be at liberty to claim the insurance amount/ benefit for appropriating it towards the Outstanding Amount under the Loan.

8.10 To safeguard the Security for the Loan and to ensure that the Bank lien is marked on the insurance policy availed by the Borrower with respect to the Vehicle, the Bank may get the insurance done on behalf of the Borrower, by being a facilitator and making the premium payment to the approved insurance company through the Borrower's Repayment Instruments. 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 to pay the necessary insurance premium and to keep the Vehicle insured. The first claim on any insurance proceedings shall be that of the Bank with respect to such insurance policy and its renewal as stipulated from time to time. Borrower shall pay such amount as may be specified by the Bank from time to time as nominal compensation for the services rendered by the Bank for facilitating the above-mentioned arrangement with the insurance company and ensuring that the Borrower's name is marked under insurance policy. 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.

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

8.12 The Bank at its option shall have the right to appropriate any monies received from the insurance company towards the Borrower's obligations to the Bank under the Loan.

8.13 The Borrower accepts that the Bank shall not be liable for any loss on account of non-renewal of insurance policy of the Vehicle and/or delay/non-payment by the insurance company or any settlement claim by the Borrower.

9. EVENTS OF DEFAULT

The Borrower expressly and irrevocably agrees with the Bank that occurrence of any one or more of the following events shall constitute an Event of Default:

9.1 The Borrower fails to pay the principal and/or interest or any other amount, as and when due, under the Loan/ Transaction Document; or,

9.2 The Borrower and/or guarantor (if any) fails to perform any obligation or commits any breach of any of the terms, representations, warranties, covenants, and condition herein contained or in the Transaction Documents or has made any misrepresentations to the Bank; or

9.3 The Borrower takes any action, or any action/proceeding/ litigation is initiated against the Borrower or legal proceedings have started for winding-up, dissolution or re-organization or for the appointment of a receiver, trustee or similar officer on the assets of the Borrower particularly on the Vehicle; or

9.4 The Borrower and/or guarantor (if any) dies or takes any steps, or any steps are taken with a view to its being made insolvent in any jurisdiction or with a view to the appointment of a receiver, trustee or similar officer of any of its assets; or

9.5 The Borrower fails to pay any insurance premium for the Vehicle in terms and conditions hereof; or,

9.6 The Borrower fails to create first and exclusive charge on the Vehicle by way of hypothecation in favor of the Bank, or

9.7 The Vehicle is confiscated, attached, taken into custody by any authority or made subject to any execution proceeding; or

9.8 The Vehicle is distrait, endangered or damaged, or for any other reason whatsoever causing the same to be a total loss in the opinion of the Bank, or causing bodily injury to any person due to any accident or otherwise; or

9.9 The Borrower fails to pay any tax, duty or other imposition or comply with any other formalities required for the Vehicle under law from time to time; or

9.10 The Vehicle is stolen and is untraceable for a period of 20 days for any reason whatsoever; or

9.11 Any of the Repayment Instruments delivered or to be delivered by the Borrower to the Bank in terms and conditions hereof is not encashed for any reason whatsoever on presentation; or

9.12 The Borrower fails to supply a certified true copy of the Registration Certification with respect to the Vehicle within the timeline specified in this Agreement; or

9.13 The Borrower failing to file the particulars of the Vehicle with the Bank in the prescribed form as provided by the Bank; or,

9.14 The Vehicle has been used or alleged to have been used by the Borrower for any illegal purpose or activity; or

9.15 If the Vehicle is sold, disposed of, charged, encumbered, sub-let or leased or let or otherwise alienated in any manner whatsoever or an agreement/undertaking towards the same has been made by or on behalf of the Borrower without prior express written approval of the Bank.

9.16 Any circumstance arises which in the opinion of the Bank is likely to prejudice or endanger the Vehicle/Security of the Bank.

9.17 An application filed by any financial creditor or any operational creditor of or the Borrower/ guarantor (if any) itself for the insolvency resolution process under the insolvency and Bankruptcy code, 2016 in relation to the Borrower/ guarantor (if any);

9.18 Any financial indebtedness, with the Bank or any other financial institution, of the Borrower is not paid when due or within any originally applicable grace period;

9.19 Any financial indebtedness of the Borrower/ guarantor (if any) is declared to be or otherwise becomes due and payable, to the Bank or any other financial institution, prior to its specified maturity because of an event of default, a default or other similar condition or event (however described);

9.20 Any commitment for any financial indebtedness of the Borrower/ guarantor (if any) is cancelled or suspended by the Bank or any of its creditors because of an event of default, a default or other similar condition or event (however described);

10. ENFORCEMENT/CONSEQUNCES OF EVENT OF DEFAULT

Upon the occurrence and/or continuance of any of the "Event of Default", the Bank, without prejudice to the other rights available to it under the Transaction Documents, shall have the right to take any one or more of the following actions:

i. With a written notice to the Borrower and guarantor (if any) declare or recall the Loan along with accrued interest, costs, charges and expenses as due and payable by the Borrower to the Bank, in accordance with the terms of the said notice served by the Bank upon the Borrower;

ii. With a written notice of atleast 07 (seven) days and at the risk and expense of the Borrower, take charge and/or possession of, seize, recover, appoint receiver of and remove the Vehicle. The Bank (including its representative/ recovery agent) shall be within its rights to use tow-van to carry away the Vehicle, and/or;

iii. Enter into any place or premise where the Vehicle may be kept or stored and inspect, value or insure the same at the costs and expenses of the Borrower, and/or;

iv. Enforce the Security (including under Securitization and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002) by taking possession and by sale of Vehicle by auction or by private contract or tender, dispatch or consign for realization or otherwise dispose off or deal with the Vehicle in the manner the Bank may think fit, and/or;

v. Proceed to take possession of the collateral security (if any) and exercise powers to make auction of the same for realizing due amount of the Bank.

vi. Invoke the Guarantee (if any) and proceed against the guarantor to recover all the Outstanding Amounts under the Loan. A demand in writing, with respect to the Outstanding Amount under the Loan, from the Bank shall be a conclusive evidence and proof that the Borrower has committed an Event of Default.

vii. Notwithstanding anything contained hereinabove or under the law for the time being in force, the Bank irrespective of enforcing the Security shall be entitled to initiate any proceedings (legal or otherwise) against the guarantor (if any) without initiating, prior to, simultaneously or after, any proceedings (legal or otherwise) against the Borrower or any other person or entity. Notwithstanding anything to the contrary expressed or implied herewith:

(1) Without prejudice to the Bank's other rights available under the Transaction Documents, if the Borrower fails to pay any amount payable to the Bank under this Agreement within 07 (seven) days of demand by the Bank and/or if any Event of Default occurs, the Bank shall be entitled to recall the Loan, forthwith invoke the Guarantee (if provided), enforce the Security (including under Securitization and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002), take physical possession of the Vehicle either by itself or through recovery agents and sell or otherwise deal with the Vehicle to enforce the Bank's Security and recover the Outstanding Dues under the Loan. For this purpose, the Bank or its authorized/recovery agents shall have unrestricted right of entry into any premises of the Borrower/ guarantor (if any) or any place where the Vehicle is stationed/parked, and the Borrower/ guarantor (if any) shall not prevent or obstruct them from taking the physical possession of the Vehicle.

(2) In order to enforce the Security as aforesaid, it shall be lawful for the Bank or its authorized/recovery agents to enter upon any premises or garage or godown where the Vehicle may be or is believed to be and take possession of the same without being liable to any court or other proceedings by the Borrower/ guarantor (if any) or any person claiming under it or otherwise. The Bank will be well within its rights to use cranes to carry away the Vehicle. The Borrower shall be liable to pay any towing charges, or other such expenses incurred by the Bank for affecting the possession of the Vehicle and for its safekeeping and parking charges etc.

(3) In the event of sale by auction or private contract or tender under the provisions of this Agreement or law, the Bank shall be entitled to charge and retain as a part of the costs, charges and expenses incurred in connection therewith such commission as the Bank shall in its sole discretion fix and shall not be liable to account for the same to the Borrower. Such commission shall be in addition to any other amount payable in respect of such sale. If the sale proceeds are not sufficient to pay the amount of such commission, the Borrower/ guarantor (if any) shall pay the same to the Bank on demand.

(4) Neither the Bank nor its agents (including recovery agents), officers or nominees shall be in anyway responsible and liable, and the Borrower hereby agrees not to make the Bank or its officers, agents (including recovery agents) or any nominees liable for any loss, damage, limitation or otherwise caused or may be caused to the Vehicle including the belongings and articles that may be kept or lying with the Vehicle at the time of enforcing the Security and /or taking possession, seizure of the Vehicle.

(5) The Borrower/ guarantor (if any) agrees and undertakes not to prevent or obstruct the Bank (including its representatives/ recovery agents) from taking possession of the Vehicle and that the Bank (including its representative/ recovery agents) shall have unrestricted right of entry in and to any premises where the Vehicle is located/kept for the time being in force. The Bank (including its representatives/recovery agents) shall, after taking the possession of the Vehicle, send a final notice of atleast 07 (seven) days to the Borrower/guarantor (if any) to repay the entire Outstanding Dues along with the accrued interest, possession charges and any other charges as may be applicable under the Loan, failing which the Bank shall be entitled to sell, give on hire or otherwise deal with the Vehicle by public or private auction or tender. The Bank shall have the power and right to transfer/sell the Vehicle without any further notice to the Borrower/ guarantor (if any). The Bank shall not be liable for any loss arising out of/due to the sale /transfer of the Vehicle. In the event the Borrower deposits the entire Outstanding Dues under the Loan within the timeline specified under the aforesaid notice, the Bank will return the repossessed Vehicle to the Borrower within 07 (seven) days from the date of realization of entire Outstanding Dues under the Loan to the satisfaction of the Bank.

(6) However, the aforesaid procedure shall be subject to the changes/ modifications as may be decided by the Bank keeping in view the guidelines issued by the RBI and/or any other regulatory or statutory authority from time to time and the same shall be valid and binding upon the Borrower/guarantor (if any).

The RBI Master Circular on the Prudential norms on Income Recognition, Asset Classification and Provisioning pertaining to Advances requires the lenders to recognize incipient stress in Borrower's accounts, immediately on default, by classifying them as special mention accounts (SMA). The basis for classification of SMA categories shall be as follows:

Loans other than revolving facilities		**Loans in the nature of revolving facilities like cash credit/overdraft**	
SMA Sub-categories	Basis for classification – Principal or interest payment or any other amount wholly or partly overdue	**SMA Sub-categories**	Basis for classification – Outstanding balance remains continuously in excess of the sanctioned limit or drawing power, whichever is lower, for a period of:
SMA-0	Up to 30 days		
SMA-1	More than 30 days and up to 60 days	**SMA-1**	More than 30 days and up to 60 days
SMA-2	More than 60 days and up to 90 days	**SMA-2**	More than 60 days and up to 90 days

- The date of SMA/NPA shall reflect the asset classification status of an account at the day-end of that calendar date. Example: If due date of a loan account is March 31, 2024, and full dues are not received before the lending institution runs the day-end process for this date, the date of overdue shall be March 31, 2024 and this account shall get tagged as SMA-0 upon running day-end process on March 31, 2024. If it continues to remain overdue, then this account shall be tagged as SMA-1 upon running day-end process on April 30, 2024 i.e. upon completion of 30 days of being continuously overdue. Accordingly, the date of SMA-1 classification for that account shall be April 30, 2024. Similarly, if the account continues to remain overdue, it shall get tagged as SMA-2 upon running day-end process on May 30, 2024 and if continues to remain overdue further, it shall get classified as NPA upon running day-end process on June 29, 2024.
- The Borrower acknowledges that as per RBI guidelines, classification of accounts as NPA is done borrower wise and not facility wise and hence, it may be noted that in case of non-payment of dues by the Borrower in case of any facility availed from the Bank and consequently the account is to be classified as NPA, all other loan accounts of the Borrower with the Bank also shall be classified as NPA as per the guidelines issued by RBI and it shall entitle the Bank to recall all such loans/facilities availed by the same Borrower from the Bank, irrespective of the regular repayment in such accounts.

11. Securitization, Assignment and Transfer

11.1 The Bank shall have an unrestricted right to sell or transfer (by way of assignment, securitization, novation or otherwise) the whole or part of the Loan and outstanding amounts under the Loan or any other rights under this Agreement or any other document pursuant hereto to any person/entity/financial institution in a manner or under such terms and conditions as the Bank may decide in its sole discretion.

11.2 The Borrower expressly agrees, in the event of sale or transfer as aforesaid, it shall accept such person/entity/financial institution to whom the Loan is sold or transferred as its lender and make the repayment of the Loan to such person/entity/financial institution as per the terms of this Agreement and/or as may be directed by the Bank.

11.3 The Borrower shall not transfer or assign, in any manner, its rights or obligations under this Agreement.

12. Appointment of Third Parties/Recovery Agents

The Bank may, in its sole discretion, exercise or discharge any of its rights, functions, powers or duties under the Agreement either by itself (through its officers or employees) or through its appointed third parties (including recovery agents). The Borrower confirms and expressly consents to the Bank that upon occurrence of an Event of Default, the Bank either by itself (through its officers or employees) or through its appointed third parties (including recovery agents), use the contact details provided by the Borrower to the Bank to get in touch with the Borrower/guarantor (if any) including their authorised signatory(ies)/ representative(s) and family members and disclose them relevant details pertaining to the Loan.

13. Indemnification

The Borrower shall indemnify and keep indemnified at all times the Bank (or its directors, employees, representatives, agents and their affiliates), on demand, notwithstanding the completion of the transactions contemplated herein, against any cost, loss, tax, damages, penalties, claims, actions, judgments, suits, outstanding due to or liability (including legal fees and out of pocket expenses) incurred by the Bank (or its directors, employees, representatives and agents and their affiliates) as a result of:

(a) the Bank entering into this Agreement and granting the Loan to the Borrower;

(b) the occurrence of the default under this Agreement;

(c) investigating any event which the Bank reasonably believes is a default;

(d) acting or relying on any notice, request or instruction from the Borrower and/or the guarantor (if any) which the Bank reasonably believes to be genuine, correct and appropriately authorized;

(e) any legal proceeding (whether or not the Bank is a party thereto) related to the entering into and/or performance of any Transaction Document or the use of the proceeds of the Loan;

(f) taking, holding, protecting or enforcing any Security created in favour of the Bank;

(g) misrepresentation, breach of promise or damage to or loss of the Security;

(h) exercising any of the rights, powers, discretions or remedies vested under the Agreement or by law; or

(i) any action or proceedings made or brought against the Bank(or its directors, employees, representatives, agents and their affiliates), their respective correspondents or confirming banks or agents. This indemnification clause shall survive termination/expiration of this Agreement/ Transaction Document.

14. Lien and Set-Off

Without prejudice to any other rights of the Bank, Bank shall have a paramount lien and right of set-off against all monies of the Borrower standing to the credit of the Borrower in any account(s) of the Borrower with Bank, and the Borrower authorizes the Bank to debit such account(s) of the Borrower to apply the credit balance towards satisfaction of any sum, whether for principal or interest or otherwise due and payable by the Borrower to Bank under the Agreement. Nothing herein contained shall prejudice or adversely affect any general or special lien or right to set-off to which Bank is or may by law or otherwise be entitled or any rights or remedies of Bank including in respect of any present or future security, guarantee, obligations of the Borrower.

15. Appropriation of Repayments

Without prejudice to any other term of this Agreement, the Parties expressly agree that any payment made by the Borrower to the Bank under this Agreement shall be appropriated by the Bank in the following order: (a) costs, charges and expenses that the Bank may expend to service, enforce and maintain the security (if any) and therefore recover the Loan, and all cost, charges, expenses, incidental charges and other monies payable by the Borrower to the Bank under this Agreement; (b) Prepayment charges (if any), Penal Charges; (c) Interest on outstanding dues under the Loan at the Interest Rate; (d) Principal amount of the Loan; and

Notwithstanding anything contrary contained herein or in any law for the time being in force, the Bank may, at its absolute discretion, appropriate any payments made by the Borrower and/or any amounts realized by the Bank by enforcement of Security or otherwise, towards the Outstanding Dues in any manner or in any order of appropriation as per the discretion of the Bank. Notwithstanding any such appropriation by the Bank towards payment of any dues payable by the Borrower to the Bank, the Borrower shall continue to remain liable to the Bank for all remaining amounts of the Outstanding Dues under the Loan.

16. Cross Collateralization

The Borrower further acknowledges that the Security interest created by the Borrower with respect to the Loan under this Agreement shall be deemed to be the security under other agreements entered or to be entered into with the Bank, and such Security shall not be discharged till such time the entire Outstanding Dues under the Loan and/or other loan(s)/ facility(ies) are fully discharged by the Borrower to the satisfaction of the Bank. Similarly, the security interest (if any) created by the Borrower with respect to any other loan availed under any other agreement shall be deemed to be the security under this Agreement, and such security shall not be discharged till such time the entire outstanding dues under the loan and/or other loan(s)/ facility(ies) are fully discharged by the Borrower to the satisfaction of the Bank. The Borrower expressly agrees and accepts that in the event of default being committed by the Borrower under any other agreement with the Bank, under which the Borrower is enjoying financial/ credit facility, such event shall be considered as an Event of Default occurred under this Agreement and vice -versa, and the Bank shall be absolutely entitled to exercise all or any of its rights under this Agreement including the right of lien and set off in respect of any amount standing to the credit of the Borrower towards the Outstanding Dues under the Loan and/or in other loan/ facility(ies) availed/to be availed by the Borrower from the Bank.

17. Disclosure/Sharing of Information

17.1 The Borrower irrevocably agrees and consents to the Bank, that the Bank may at any time and in any manner disclose and/or make available to any agencies, bureaus, affiliates or subsidiaries of the Bank, associations and other persons whosoever any information (including personal and financial information) and documents of or relating to the Borrower and/or the guarantor (if any), including any credit information, in such cases where the Bank considers appropriate including where such disclosure is permitted or required by or under law or where the Bank is of the view that the interest of the Bank require such disclosure or for furnishing such information and documents for preparation, publication and distribution of credit reports and credit opinions relating to the Borrower/ guarantor (if any) or other persons including banks and financial institutions. The provisions of this clause shall survive termination of this Agreement. The Bank shall also have a right to obtain similar information/reports relating to the Borrower/ guarantor (if any) from credit agencies, credit bureaus, other banks and financial institutions as the Bank may deem fit.

17.2 The Borrower also agrees and accepts that as a pre-condition of the Loan given to the Borrower by the Bank, the Bank has an unqualified right to disclose and furnish information regarding the Loan, the Borrower and/or the guarantor (if a Guarantee is provided in relation to the Loan) to any such person as it may deem fit, including but not limited to the RBI, Credit Information Bureau (India) Limited and any other agency authorized in this behalf by RBI.

17.3 The Borrower agrees that if the Borrower and/or the guarantor (if any) commits any breach of any provision of this Agreement or any default or delay in the repayment of the Loan or any amount payable under this Agreement whatsoever which the Borrower is liable to pay, the Bank and/or RBI shall have the unqualified right to disclose or publish the names and particulars of the Borrower/guarantor (if any) and/or their directors as defaulters (including as willful defaulters), if any, in such manner and through such medium as the Bank and/or RBI may deem fit (including photographs and particulars of accounts), in terms of guidelines of Reserve Bank of India.

17.4 The Borrower agrees, consents to and understands 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 registered users, as may be specified by the Reserve Bank of India in this behalf. The aforesaid right shall be available to the Bank in addition to and not in derogation of any other rights available under the Agreement.

17.5 The Borrower agrees and understands that the Bank may also disclose any information/documents relating to the Borrower or guarantor (if any) to any third party including Bank's group companies for promotional purposes or any other purpose as Bank may deem fit.

17.6 The Borrower hereby confirms and declares that as on date hereof, neither Borrower nor any of its directors or guarantor (or any of its directors, if applicable) is a director/senior officer of a banking company (including Bank), or is in a specified near relation of a director/senior officer of the Bank or other banks. Except to the extent disclosed to the Bank, all the Borrower's contracts or agreements with, or any commitments to, any affiliates or group companies (if applicable) are on arm's length basis. Further, no director of the Bank is a director, manager, managing agent, employee or guarantor of the Borrower/its subsidiary/holding company, or holds substantial interest in the Borrower/its subsidiary/holding company and no directors of any other bank, including directors of scheduled cooperative bank and directors of subsidiaries/trustees of mutual fund/venture capital funds holds substantial interest or is interested as director or as a guarantor of the Borrower. The Borrower or any directors/ promoters/ associate concerns of the Borrower (including the guarantor, if any) are not and, to the best of their knowledge:

(1) on the Export Credit Guarantee Corporation's (ECGC's) specified approval list; or

(2) convicted under the provisions of Conservation of Foreign Exchange and Prevention of Smuggling Activities Act, 1974; or

(3) on RBI's willful defaulters/ caution list; or (4) on the Lender's defaulter list; or

17.7 In case where the above negative confirmations/ declarations are not true, then the Borrower shall provide a written declaration with details of such relationship to the Bank. If the details of such declaration change during the term of the Loan, then the Borrower shall promptly provide a written declaration to the Bank of any such changes.

17.8 The Borrower hereby gives specific consent to the Bank for disclosing / submitting the 'financial information' as defined in Section 3 (13) of the Insolvency and Bankruptcy Code, 2016 ("Code") read with the relevant regulations/ rules framed under the Code, as amended and in force from time to time and as specified thereunder from time to time, in respect of the Credit/ Financial facilities availed from the Bank, from time to time, to an 'Information Utility' ("IU") as defined in Section 3(21) of the Code, in accordance with the relevant regulations framed under the Code, and directions issued by RBI to the banks from time to time and hereby specifically agree to promptly

authenticate the 'financial information submitted by the Bank, as and when requested by the concerned 'IU'.

17.9 The Borrower also agrees, undertakes and confirms that the Borrower understands that as a precondition relating to the grant of and/or continuing the grant of the Loan to the Borrower, the Bank requires the Borrower's consent for the disclosure by the Bank of, information and data relating to the Borrower, of the Loan availed of/ to be availed by the Borrower, in discharge thereof. Accordingly, the Borrower agrees and consents to the Bank for the disclosure and sharing by the Bank of all or any such:

i. information and data relating to Borrower(s);

ii. the information or data relating to Borrower(s)' obligations in any credit facility granted/ to be granted by the Bank;

iii. default, if any, committed by Borrower in discharge of its obligation;

iv. as the Bank may deem appropriate and necessary to disclose and furnish to TransUnion CIBIL Limited/ Credit Information Bureau (India) Limited ("CIBIL") and any other agency authorized in this behalf by Reserve Bank of India.

18. Miscellaneous

18.1 The Borrower agree that any delay or omission by the Bank in exercising any of its rights, powers or remedies as the lender of the Loan under this Agreement and other documents pursuant hereto shall not impair the right, power or remedy or be construed as its waiver or acquiesce by the Bank.

18.2 The Parties confirm that this Agreement and its Schedules, Annexures and any other documentation pursuant to the Loan represent one single Agreement between the Parties.

18.3 This Agreement supersedes all prior discussions and representations between the Parties, including the Bank brochure, save with respect to the obligations of and representations made by the Borrower to the Bank set forth in any correspondence, Application Form or otherwise made or agreed to be made howsoever.

18.4 If any clause or provision contained in this Agreement is determined or construed by any court or other competent authority to be unlawful and/or unenforceable, then the other provisions of the Agreement shall continue in effect.

18.5 This Agreement may be executed in counterparts and each counterpart shall be deemed to be original.

18.6 Any modification or alteration to this Agreement shall be done in writing by way of addendum/ supplement to this Agreement, if agreed to and executed by the Parties hereto.

18.7 The clauses contained in the Agreement which by their very nature and content are intended to survive the obligations and performance including indemnity obligations of the Borrower, shall so survive the completion of this Agreement.

18.8 Any notice, communication or request, required or permitted under this Agreement, to be given by either Party to the other shall be only in writing and sent on the address/contact details of the other Party as mentioned in Schedule 1 or in any Transaction Document (in case to the Borrower, on the address of the Borrower last known to the Bank):

(a) If given by the Bank, such notice/communication/permission may be given by personal delivery or by post/courier and shall be deemed to have been served upon or received by the Borrower, if given by personal delivery, when so delivered, and if by post/courier, on expiration of 03 (three) days after the same has been delivered to the post office/courier for onward transmission to the Borrower under certificate of posting/courier; and

(b) For the communications being made electronically by the Bank through SMS/ WhatsApp on the registered mobile number, or fax or e-mail on the email-id provided by the Borrower in the Application Form, upon sending such electronic mail/SMS/WhatsApp; and

(c) If given by the Borrower to the Bank, when it is actually received by the Bank.

(d) The addresses/contact details of the Parties (for the purposes of clause 21 as well) shall be as mentioned under Schedule 1 hereunder or in any Transaction Documents. In the event of any change in the address/contact details, the Borrower shall within 07 (seven) days of such change, inform the Bank in writing of the change in its address/contact details.

18.9 The Borrower hereby agrees and consents to the Bank for not registering his/her contact number in the "Do Not Call Registry".

18.10 The Borrower unconditionally and irrevocably authorizes and consents to the Bank to act upon the written communications of the Borrower made electronically to the Bank through the email-id and/or contact numbers registered with the Bank, as if such communications were made by the Borrower through physical means. The Borrower confirms that the Bank may, in its sole discretion, treat such electronic communications of the Borrower as authentic and act thereupon which shall be binding on the Borrower. Additionally, the Bank shall not be responsible in any manner for the damage or loss which the Borrower may suffer or sustain due to the Bank acting or relying on such electronic communications of the Borrower or these communications turning out to be unauthorized or frivolous.

The Borrower further agrees and acknowledges that the Bank shall be under no obligation to act or rely upon such electronic communications of the Borrower made to it, and shall not be responsible for any loss or damage that the Borrower may suffer or sustain due to non-reliance or non-acceptance of such electronic communications of the Borrower.

In this regard the Borrower shall at all times keep the Bank and its officers/directors indemnified.

19. Grievance Redressal Mechanism

For redressal of any grievance arising out of this Agreement, the Borrower and/or guarantor (if any) may adopt the redressal mechanism laid down in the grievance redressal policy of the Bank which is uploaded on the Bank's website www.bandhanbank.com , and/or may:

a. Walking in to the nearest branch of the Bank;

b. Calling Customer Help Line Number: 1800-258-8181 (Toll Free), E-mail - customercare@bandhanbank.com;

c. Contact Customer Grievance Cell at our Head Office (Details on Help line Numbers and Grievance Cell available on www.bandhanbank.com).

20. Validity of the Agreement

This Agreement and other documents executed pursuant thereto shall be valid and binding on the Borrower until all the Outstanding Dues under the Loan(s) are repaid by the Borrower to the Bank to Bank's satisfaction.

21. Governing Law, Dispute Resolution & Jurisdiction

This Agreement shall be governed by the Laws of India.

Notwithstanding anything to the contrary contained herein, any dispute, differences or claims, between the Parties, arising out of and / or relating to this Agreement or any Transaction Document ("Dispute"), whether during its subsistence or thereafter, shall be referred to and resolved by arbitration, to be administered by an independent arbitration institution in accordance with its dispute resolution rules ("Rules").

The Party invoking arbitration ("Claimant") may opt for any one of the independent arbitration institutions from the list of institutions listed on the Bank's website bandhanbank.com/independent-arbitration-institutions as independent arbitration institution ("Independent Institution") and thereafter intimate its selection of the Independent Institution to the other Party ("Respondent") in writing. The Respondent shall either: (i) confirm in writing acceptance of the Independent Institution to the Claimant within a period of ten (10) days from the date of receipt of such intimation ("Notice Period"), or (ii) convey objection, if any, in writing to the Claimant, against the proposed Independent Institution within the said Notice Period and propose the name of another independent arbitration institution from the list of institutions listed on Bank's website ("Substitute Institution"). However, if the Claimant does not receive any response from the Respondent within the said Notice Period and/or does not receive the details of any Substitute Institution, the Claimant shall be entitled to request the Independent Institution to nominate the sole arbitrator as per its Rules. In the event, the Respondent conveys objection as per (ii) above and proposes the Substitute Institution, then the Claimant shall be entitled to request the Substitute Institution to nominate the sole arbitrator as per its rules.

The Parties agree and acknowledge that the arbitration shall be conducted by a sole arbitrator to be appointed by the Independent Institution or Substitute Institution, as the case may be, as per its Rules. These Rules shall be in conformity with the Arbitration and Conciliation Act, 1996 and its rules, as amended from time to time. The copy of the Rules is made available on the website of the Independent Institution or Substitute Institution, as the case may be. The juridical seat of arbitration shall be Kolkata, India. The language of arbitration shall be English. The law governing the arbitration proceedings shall be Indian laws. The award of the arbitrator shall be final and binding on the Parties.

The Parties agree, confirm and consent to carry out the arbitration proceedings virtually through the online dispute resolution ("ODR") platform of the Independent Institution or Substitute Institution, as the case may be.

Schedule I

S. No.	Particulars	Details
1	Date of Execution of Agreement	
2	Place of Execution of Agreement	
3	Application Form	Application Form No.: Application Form Date:
4	Constitution of the Borrower	
5	Borrower	Name: Father/Husband Name: Address: Mobile No.: Email ID: Office Address: Office Telephone No.:
6	Co-Borrower	Name: Father/Husband Name: Address: Mobile No.: Email ID: Office Address: Office Telephone No.:
7	Guarantor (if any)	Name: Father/Husband Name: Address: Mobile No.: Email ID: Office Address: Office Telephone No.:
8	Details of Lender/Bank	Name: **BANDHAN BANK LIMITED** Branch:
9	Details of Sanction Letter	Ref No.: Date:
10	Repayment Account	Account Holder Name: Account No.: Bank Name: IFSC:
11	Loan Details	(a) Product type: (b) Type of Loan: (c) Loan Amount: ₹ (d) Tenure: _____months (e) Total Interest Amount including broken period interest : ₹_____ (f) Total payable: (g) Loan Account No.: (h) Purpose:
12	Deductions/Upfront Charges payable by the Borrower	(a) Processing Fee: (b) Insurance Premium:₹_____/- (Rupees _____ only) (c) Valuation Charges: ₹_____/- (d) Other Charges (CBIL Charges): ₹_____/- (Rupees _____ only)/- (e) Other Charges (Stamp Duty): ₹_____/- (f) Total Deductions/Charges payable up front: ₹_____/-
13	Net Disbursement	Net Amount Disbursed ₹ _____/-
14	Total amount to be paid by the Borrower	₹ _____/-
15	Loan Disbursement Details	As per disbursal request or any other instruction given by the Borrower
16	Mode of Disbursement	The Bank shall make disbursements into the designated account provided by the Borrower or as per the disbursal request
17	Date of Reset of Interest	
18	Interest Rate/Annual Percentage Rate (APR) ("ROI")	(a) ROI: ____% per annum (b) Effective annualised interest rate: ____% (c) Periodicity of Interest compounding: _____ (d) ROI Type: [Fixed/Floating] (e) Method of computation of Interest rate: _____
19	Penal Charges	As per Schedule II (Schedule of Charges)
20	EMI Details	(a) EMI Amount: (b) Total Number of EMI: (c) EMI Start Date: (d) EMI Due Date: (e) EMI Tenure: (f) EMI Frequency: Payable Monthly_____ (g) Repayment Schedule: Final Re-payment Schedule covering EMI dates with bifurcation of principal and interest will be shared after disbursement of the Loan along with Welcome Letter. (h) Moratorium: _____ Months from the date of first disbursement (if applicable)
21	Fee Payable	
22	Schedule of Charges	As per Schedule II (Schedule of Charges)
23	Repayment Instrument	
24	Details of the Security/Asset	Make: Model: Engine No.: Chassis No.: Reg No.: *for new Vehicle, details would be shared with the Bank separately in Annexure, which shall be deemed to be a part of this Agreement
25	Mode of Security & Priority of charge	First and exclusive charge by way of hypothecation of Vehicle in favour of the Bank
26	Nodal Grievance Redressal Officer	(a) Name: (b) Designation: (c) Address: (d) Phone Number & E-mail:

Language	Declaration of Borrower and/or Co-Borrower	Signature of Borrower	Signature of Co-Borrower
English	I have been read out and explained in the language known to me, the contents of the loan documents and all other documents incidental to availing the loan from Bandhan Bank Limited and I have signed the said documents after having understood them and by signing the same I do hereby agree to abide by all the terms and conditions of the loan and the clauses of the same.		
Hindi	**बंधन बैंक लिमिटेड** से ऋण (लोन) प्राप्त करने के लिए ऋण दस्तावेजों तथा आवश्यक अन्य सभी दस्तावेजों की विषय वस्तु को मुझे समझ में आने वाली भाषा में पढकर समझा दिया गया है. और इन दस्तावेजों को समझने के बाद मैने उन पर हस्ताक्षर किए हैं. और उन पर हस्ताक्षर करके एतद्वारा मैं ऋण के समगी नियमो व शर्तों तथा उनके क्लॉज का पालन पालन करने को सहमत हूँ.		
Marathi	मला कर्जाच्या दस्तऐवजातील आणि **बंधन बँक लिमिटेड** यांचे कडून कर्ज घेण्याशी संबंधित इतर सर्व आनुषांगिक दस्तऐवजातील माहिती, मला समजणाऱ्या भाषेत वाचून दाखविण्यात आली आहे आणि स्पष्ट करून सांगण्यात आली आहे आणि मला ते दस्तऐवज समजल्यानंतरमी त्यावर स्वाक्षरी केली आहे आणित्यावर स्वाक्षरी करून मी ह्याद्वारे कर्जाचे सर्व नियम व अटी आणि मुद्दे यांचे पालन करण्याचे मान्य करत आहे		
Gujarati	મને **બંધન બેંક લિમિટેડ** પાસેથી લોન મેળવવા લોપ દસ્તાવેજો તેમ જ અન્ય દસ્તાવેજોની બધી વિગતો/ લખાણં હુંજાણું છું એ ભાષામાં મને વાંચી સંભળાવવામાં અને સમજાવવામાં આવ્યું છે અને મેં તે સમજી લીધા પછી સૂચિત દસ્તાવેજોમાં સહી કરી છે તથા તેમાં સહી કરીને હું આ દ્વારા લોનનાં બધાં જ નિયમો અને શરતો તેમ જ ધારાઓનું પાલન કરવા સહમત થાઉં છું.		
Bengali	**বন্ধন ব্যাঙ্ক লিমিটেড** থেকে লোন ভোগ করতে আমার জানা ভাষায় লোন দস্তাবেজ এবং অন্য সব আনষঙ্গিক দস্তাবেজের বিষয়বস্তু আমাকে পড়ে শোনানো এবং ব্যাখ্যা করা হয়েছে আর সেগুলো বোধগম্য করার পরে বিবৃত দস্তাবেজে আমি স্বাক্ষর করেছি আর সমবিষয়ে স্বাক্ষর করার দ্বারা আমি এতদ্বারা লোনের সমস্ত নিয়ম ও শর্ত তথা সমবিষয়ের ধারাগুলো মেনে চলতে একমত হচ্ছি।		
Kannada	**ನನಗೆ ಬಂಧನ ಬ್ಯಾಂಕ್ ಲಿಮಿಟೆಡ್** ನಿಂದ ಸಾಲ ಪಡೆದುಕೊಳ್ಳುವುದಕ್ಕೆ ಸಂಬಂಧಿಸಿದ ಎಲ್ಲಾ ದಸ್ತಾವೇಜುಗಳು ಮತ್ತು ಇತರ ದಸ್ತಾವೇಜುಗಳ ವಿಷಯಗಳನ್ನು ನನಗೆ ತಿಳಿದಿರುವ ಭಾಷೆಯಲ್ಲಿ ಓದಿ ಹೇಳಾಗಿದೆ ಮತ್ತು ವಿವರಿಸಲಾಗಿದೆ ಮತ್ತು ಅವನ್ನು ತಿಳಿದುಕೊಂಡ ನಂತರವೇ ನಾನು ಆ ದಾಸ್ತವೇಜುಗಳಿಗೆ ಸಹಿ ಮಾಡಿದ್ದೇನೆ ಮತ್ತು ಅವುಗಳಿಗೆ ಸಹಿ ಮಾಡುವ ಮೂಲಕ ಸಾಲದ ಎಲ್ಲಾ ನಿಯಮ ಮತ್ತು ನಿಬಂಧನೆಗಳನ್ನು ಮತ್ತು ಅವುಗಳ ಉಪ ನಿಯಮಗಳನ್ನು ಪಾಲಿಸಲು ನಾನು ಈ ಮೂಲಕ ಒಪ್ಪಿಕೊಳ್ಳುತ್ತೇನೆ		
Punjabi	ਰਿਣ ਦਸਤਾਵੇਜਾਂ ਅਤੇ **ਬੰਧਨ ਬੈਂਕ ਲਿਮਿਟਿਡ** ਤੋਂ ਰਿਣ ਪ੍ਰਾਪਤ ਕਰਨ ਨਾਲ ਜੋ ਹੋਰ ਸਾਰੇ ਦਸਤਾਵੇਜਾਂ ਦਾ ਵੇਰਵਾ ਮੇਰੀ ਸਮਝ ਵਾਲੀ ਭਾਸ਼ਾ ਵਿੱਚਪੜ੍ਹਕੇ ਮੈਨੂੰ ਸੁਣਾਇਆ ਅਤੇ ਸਮਝਾਇਆ ਗਿਆ ਹੈ ਅਤੇ ਮੈਂ ਦੱਸੇ ਦਸਤਾਵੇਜਾਂ ਨੂੰ ਸਮਝਣ ਦੇ ਬਾਅਦ ਉਹਨਾਂ ਤੇ ਦਸਤਖਤ ਕੀਤੇ ਹਨ ਅਤੇ ਉਹਨਾਂ ਤੇ ਦਸਤਖਤ ਕਰਨ ਨਾਲ ਮੈਂ ਇਸ ਦੇ ਦੁਆਰਾ ਰਿਣ ਦੇ ਸਾਰੇ ਨਿਯਮ ਅਤੇ ਸ਼ਰਤਾਂ ਅਤੇ ਉਸ ਦੀਆਂ ਧਾਰਾਵਾਂ ਦਾ ਪਾਲਨ ਕਰਨ ਲਈ ਰਾਜ਼ੀ ਹਾਂ।		
Oriya	**ବନ୍ଧନ ବ୍ୟାଙ୍କ ଲିମିଟେଡ୍** ଲୋନ୍ ପାଇବା ପାଇଁ ଲୋନ୍ ଦସ୍ତାବିଜ୍‌ର ବିଷୟବସ୍ତୁ ଓ ଲୋନ୍ ପ୍ରାପ୍ତି ପାଇଁ ପରବର୍ତ୍ତୀ ଅନ୍ୟ ସମସ୍ତ ଦସ୍ତାବିଜ୍ ବିଷୟରେ ମୋତେ ପଢି ଶୁଣା ଯାଇଛି ଏବଂ ମୋତେ ଜଣା ଥିବା ଭାଷାରେ ବୁଝାଯାଇଛି, ମୁଁ ତାହାକୁ ବୁଝିବା ପରେ ଉକ୍ତ ଦସ୍ତାବିଜ୍‌ରେ ହସ୍ତାକ୍ଷର କରିଛି ଏବଂ ଏହାକୁ ହସ୍ତାକ୍ଷର କରିବା ସହିତ ମୁଁ ଲୋନ୍‌ର ସମସ୍ତ ସର୍ତ୍ତ ଓ ନିୟମାବଳୀ ଓ ଏହାର ଧାରା ପାଳନ କରିବା ପାଇଁ ସହମତି ପ୍ରକାଶ କରୁଛି ।		
Telugu	**బంధన్ బ్యాంక్ లిమిటెడ్** నుంచి రుణం పొందడానికి రుణ పత్రాలు మరియు సంబంధిత ఇతర పత్రాల్లోని విషయాలన్నిటినీ నాకు తెలిసిన భాషలో నేను చదివాను మరియు నాకు వివరించారు మరియు వీటిని అర్థంచేసుకున్న తరువాత సదరు పత్రాలపై నేను సంతకం చేశాను మరియు వీటిపై సంతకం చేయడం ద్వారా రుణం యొక్క నియమ నిబంధలన్నిటికీ మరియు వాటి క్లాజులకు కట్టుబడివుండటానికి నేను ఇందు మూలంగా అంగీకరిస్తున్నాను.		
Malayalam	**ബന്ധന് ബാങ്ക് ലിമിറ്റഡ്** ലിമിറ്റഡിൽ നിന്ന് വായ്പ എടുക്കുന്നതിനുള്ള വായ്പാ രേഖകളും അതോടൊപ്പമുള്ള മറ്റു രേഖകളും എനിക്ക് വായിച്ചു തരികയും എനിക്ക് മനസ്സിലാകുന്ന ഭാഷയില് വിശദീകരിച്ചു തരികയും അവ മനസ്സിലാക്കിയ ശേഷം ഞാൻ ഈ രേഖകളിൽ ഒപ്പുവയ്ക്കുകയും ഇതിൽ ഒപ്പുവയ്ക്കുന്നതിലൂടെ വായ്പയുടെ എല്ലാ നിബന്ധനകളും ഉപാധികളും അവയിടെ വ്യവസ്ഥകളും പാലിച്ചുകൊള്ളാമെന്ന് ഞാൻ സമ്മതിച്ചുകൊള്ളുകയും ചെയ്യുന്നു.		
Tamil	**பந்தன் பாங்க் லிமிடெட் இடமிருந்து கடன் பெறுவதற்காக கடன் ஆவணங்களில் மற்றும் இதர அனைத்து ஆவணங்களில் குறிப்பிட்டுள்ளவை எனக்குத் தெரிந்த மொழியில் எனக்கு படித்து விளக்கப்பட்டுள்ளன. நான் அவற்றைப் புரிந்துகொண்டு அந்த ஆவணங்களில் கையொப்பமிட்டுள்ளேன் மேலும் கடனுக்கான அனைத்து விதிமுறைகளையும் நிபந்தனைகளையும் மற்றும் அதிலுள்ள உப பிரிவுகளையும் கடைப்பிடிப்பேன் என்று ஒப்புதல் அளிக்கிறேன்.**		
Assamese	**বন্ধন বেঙ্ক লিমিটেড** -ৰ লোন ডকুমেন্টত থকা তথা ইয়াৰ পৰা লোন লওঁতে প্ৰয়োজন পৰা অন্যান্য সকলো ডকুমেন্টত থকা কথাখিনি মোক পঢ়ি শুনোৱা হৈছে আৰু মই বুজি পোৱা ভাষাত মোক বুজাই দিয়া হৈছে, আৰু উক্ত ডকুমেন্ট সমূহত মই চহী কৰিছো সেইবিলাক বুজি পোৱাৰ পিছতহে তথা সেইৰিলাকত চহী কৰি মই লোন সংক্ৰান্ত সকলো নিয়ম আৰু চৰ্ত তথা তাৰ দফাসমূহ মানি চলিবলৈ ইয়াৰ দ্বাৰাই সম্মত হৈছো।		
Konkani	बंधन बँक लिमिटेड हांचेकडल्यान घेवपाच्या रिणाच्या कागदपत्रांचे आनी रिणाक लागू जाता अश्या हेर सगल्या कागदपत्रांचे मजकूर, म्हाका कळटा त्या भाशेंत म्हाका वाचून दाखयलां आनी समजावन सांगला आनी हांवें हे कथीत कागदपत्र समजल्या उपरान्त तांचेर हस्ताक्षर केला आनी तांचेर हस्ताक्षर करून हांव ह्यावरवीं रिणाच्यो अटी आनी सर्ती आनी तांच्या कलमांचे पालन करपाक मान्यताय दिता.		
Urdu	بندھن بینک لمیٹیڈ سے لون حاصل کرنے سے متعلق لون کے دستاویزات اور دیگر تمام دستاویزات کے متن کو میری جانی جانے والی زبان میں پڑھ لیا گیا ہے اور وضاحت کردی گئی ہے اور اُنہیں سمجھنے کے بعد میں نے مذکورہ بالا دستاویزات پر دستخط کر دیئے ہیں اور اس پر دستخط کرکے میں یہاں اس بات سے راضی ہوں کہ میں لون کی تمام شرطوں اور ضابطوں اور اُس کی تمام دفعات کی پابندی کروں گا۔		

Sign against appropriate box

Schedule II (Schedule of Charges)

(1) All of the above fees and charges are subject to change as per the Bank's discretion from time to time. Changes in fees and charges are updated on the Bank's website www.bandhanbank.com.

(2) The charges as applicable on the date of levy and reflecting in the Schedule of Charges of the Bank shall be applicable and binding.

(3) All of the above fees/charges are exclusive of all statutory and Government taxes.

Note - GST and other Government taxes applicable as per prevailing rate will be charged over and above the fees and charges

Schedule III (Key Facts Statement)

The Borrower confirms to have read and understood this Agreement, and in the event that the Borrower is illiterate or cannot read English language, the terms and conditions of this Agreement have been read over, translated and explained in detail in the vernacular language known to the Borrower and the same has been understood by the Borrower.

IN WITNESS WHEREOF the Parties have executed this Agreement on the day and the year first hereinabove written, SIGNED AND DELIVERED by the within named Borrower.

For and on behalf of _____ (Borrower) Name: (Duly authorised and empowered vide resolution/letter of authority dated_____, passed by the board/committee/governing body of _____)	_____ (Authorised Signatory)
For and on behalf of _____ (Borrower) Name: (Duly authorised and empowered vide resolution/letter of authority dated_____, passed by the board/committee/governing body of _____)	_____ (Authorised Signatory)
For Bandhan Bank Limited (Bank) Name of Authorised Signatory: _____ Employee Code: _____	_____ (Authorised Signatory)

RECEIPT OF VEHICLE DELIVERY

Bandhan Bank Limited Date:

_____

_____

I _____ on this _____ hereby confirm/acknowledge having received the delivery of the vehicle described below (the "Vehicle") from the seller / dealer _____ towards the loan facility applied for by me vide my application to Bandhan Bank Limited dated _____ (Application Form") for purchase of the Vehicle, I hereby confirm that the Vehicle is duly registered with the Regional _____ under the Motor Vehicles Act, 1988 at _____ as per the registration details as notified in the Application From. I will make no claim for the Vehicle having any defects therein as I have taken the delivery after making thorough enquires regarding the condition and fitness and the price of the Vehicle and the Spare parts, tools and accessories and after having thoroughly satisfied myself in all respects.

Facility Account No.:

Description of Vehicle:

(a) Engine No. _____

(b) Chasis No. _____

Name and Address of Seller _____

Name and Address of Dealer _____

Insurance name: _____

Insurer Policy No.: _____

_____

SIGNATURE OF THE BORROWER

DISBURSEMENT LETTER

To,
BANDHAN BANK LIMITED
[ ]

Dear Sirs,

I request you to kindly issue a cheque(s)/DD or remit through RTGS/NEFT an amount of _____ in favour of _____ towards payment of the Vehicle to be acquired under a loan-cum-hypothecation arrangement with you. I confirm our willingness to await the delivery of the Vehicle for a period of as mentioned by the seller / dealer but assure you the repayment of installments would commence irrespective of delay in delivery and that I shall comply with all the terms of the sanction letter, loan agreement and/or any other related transaction document.

Thanking you,

Sincerely,

Borrower

Signature _____

Name _____

Place _____

Date _____

RECEIPT OF LOAN

I _____ acknowledge that I have on this _____ the day of _____ have received a sum of ₹ _____ from Bandhan Bank Limited by way of a _____ loan sanctioned vide sanction letter bearing no. _____ dated _____.

For Borrower

Signature _____

Name _____

Place _____

Date _____

ANNEXURE A: BANK'S COPY

To,
Bandhan Bank Ltd. (Bank)
_____,
_____,
_____

Dear Sir,

Re: **Acknowledgement Letter**

I/We _____, am/are the borrower of the Bank and have availed _____ _____ facility amounting to ₹ _____/- (₹ _____ _____, only) (hereinafter to be referred as **'Loan'**) vide loan and security documents as detailed here under in favour of the Bank and hereinafter shall be referred together as **"Loan Documents"**.

Sl. No.	Description of the Document	Date of Execution	Parties to the Document

I/We hereby acknowledge and confirm that as regards the loan, I/we have duly received the copies of the Loan Documents from the Bank.

Yours faithfully,

_____

For (_____)
Authorised signatory
Date: _____

ANNEXURE A: CUSTOMER'S COPY

To,
Bandhan Bank Ltd. (Bank)
_____,
_____,
_____

Dear Sir,

Re: **Acknowledgement Letter**

I/We _____, am/are the borrower of the Bank and have availed _____ _____ facility amounting to ₹ _____/- (₹ _____ _____, only) (hereinafter to be referred as **'Loan'**) vide loan and security documents as detailed here under in favour of the Bank and hereinafter shall be referred together as **"Loan Documents"**.

Sl. No.	Description of the Document	Date of Execution	Parties to the Document

I/We hereby acknowledge and confirm that as regards the loan, I/we have duly received the copies of the Loan Documents from the Bank.

Yours faithfully,

_____

For (_____)
Authorised signatory
Date: _____

Bandhan Bank

Registered Office
DN 32, Sector V, Salt Lake City, Kolkata – 700 091, West Bengal, India
T: +91-33-6609 0909 | F: +91-33-6609 0502
www.bandhanbank.com