



## CVCE LOAN KIT

Name of the Applicant : \_\_\_\_\_

Loan A/C No. : \_\_\_\_\_

Loan Category (CV/CE) : \_\_\_\_\_

Contact No. : \_\_\_\_\_

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

: \_\_\_\_\_

Phone No. : \_\_\_\_\_

VER-5



## LOAN CUM HYPOTHECATION AGREEMENT

This LOAN-CUM-HYPOTHECATION AGREEMENT ("Agreement") is made executed and signed at the place and date as specified in the Schedule I hereunder by and between:

BANDHAN BANK LIMITED, a company incorporated under the provisions of Companies Act, 2013 and a banking company within the meaning of the Banking Regulation Act, 1949, and having its registered office at DN-32, Sector -V, Salt lake City, Kolkata-700091 and corporate office at Floors 12-14, Adventz Infinity@5, Sector V, Salt Lake City, Kolkata – 700091 and having inter-alia a branch at the place as detailed in Schedule I (hereinafter referred to as the "Bank", which expression shall include its successors and assigns) of the FIRST PART;

### AND

The BORROWER/S whose name, address and particulars are stated in Schedule I (hereinafter referred to as the "Borrower/s", which expression shall unless the context otherwise requires, include heirs, administrators, executors, resolution professional, successors and permitted assigns, as applicable) of the SECOND PART.

### AND

The GUARANTOR/S whose name, address and particulars are as stated in Schedule I (hereinafter referred to as the "Guarantor/s", which expression shall unless the context otherwise requires, include heirs, administrators, executors, resolution professional, successors and permitted assigns, as applicable) of the THIRD PART.

(The Bank, the Borrower/s and Guarantors are hereinafter collectively referred to as the "Parties" and individually as a "Party")

### WHEREAS,

- I. The Borrower/s has/have approached the Bank for availing the Loan (hereinafter defined) for the Purpose (hereinafter defined).
- II. The Bank, at the request of the Borrower/s, has agreed to grant / has granted such Loan up to the limit/s as specified in Schedule I herein below with full power, from time to time, to renew or reduce or enhance the limit or altogether withdraw or cancel the Loan without assigning any reason and on the terms and conditions appearing herein vide Sanction Letter (hereinafter defined) details of which are specified in Schedule I herein below.
- III. The Borrower/s has/have agreed to avail the Loan and the Guarantor(s) has/have agreed to guarantee to the Bank the due performance by the Borrower/s on the terms and conditions contained herein and discharge all liabilities as stipulated in this Agreement.

### 1. DEFINITIONS AND INTERPRETATION

#### 1.1 DEFINITIONS

For the purposes of this Agreement, unless the context requires otherwise, the following terms shall have the following meanings:

- (i) "Application Form" shall mean as the context may permit or require, the credit facility/Loan application form submitted by the Borrower/s to the Bank for applying for and availing of the Loan, together with all other information, particulars, clarifications and declarations, if any, furnished by the Borrower/s or any other person from time to time in connection with the Loan.
- (ii) "Asset(s)" shall mean the vehicles and/or equipment details of which is detailed in Schedule I.
- (iii) "Borrower/s" shall mean the person/entity named as such in Schedule I attached hereto and for the purposes of this Agreement all references to the term "Borrower/s" shall also include reference to the Co-Borrower/s, if the Loan is being availed by the Borrower/s along with a co-Borrower/s.
- (iv) "Broken Period Interest" means the interest charged for a period that is shorter than full interest period based on principal outstanding (POS).
- (v) "Co-Borrower/s" shall mean the Person/entity named as such in Schedule I attached hereto.
- (vi) "Guarantor(s)" shall mean the Person(s) providing the guarantee(s) in favour of the Bank, if any, and detailed in Schedule I.
- (vii) "Cross Default" shall have the meaning ascribed to the term under Clause 16 (vi) of this Agreement.
- (viii) "Due Date" shall mean the date(s) on which any amounts in respect of the Outstanding Obligations fall due as specified in the repayment schedule as set out in the Schedule I to this Agreement.
- (ix) "Effective Date" shall mean the date of execution of this Agreement.
- (x) "Event of Default" shall refer to the events described to be so under clause 16 of this Agreement.
- (xi) "Final Settlement Date" shall mean the date on which all Outstanding Obligations have been irrevocably and unconditionally paid and discharged in full to the satisfaction of the Bank.
- (xii) "Hypothecated Assets" shall mean the Assets of the Borrower/s over which a charge is created in favour of the Bank in accordance with the terms of this Agreement.
- (xiii) "Interest" shall have the meaning ascribed to the term in Clause 3.1.
- (xiv) "Indebtedness" shall mean any indebtedness whatsoever of the Borrower/s at any time for or in respect of monies borrowed, contracted or raised (whether or not for cash consideration) or liabilities contracted by whatever means (including under guarantees, indemnities, credits, deposits, hire-purchase and leasing).
- (xv) "Loan" shall mean the Loan(s) amount disbursed by the Bank to the Borrower/s for the Purpose as mentioned in Schedule I.
- (xvi) "Material Adverse Effect" means the effect or consequence of any event or circumstance which is or is likely to be: (a) adverse to the ability of the Obligors or any person to perform or comply with any of their respective obligations under the Transaction Documents in accordance with their respective terms; or (b) prejudicial to any of the businesses, operations or financial condition of the Obligors.
- (xvii) "Obligors" shall mean the Borrower/s, Guarantor(s) and any other Person providing Security and/or guarantee or indemnity in favour of the Bank in relation to the Loan.
- (xviii) "Outstanding Obligations" shall mean and include the outstanding principal amount of the Loan, Interest, all fees, costs, commitments, charges, expenses, stamp duty and all other sums whatsoever payable by the Obligors to the Bank in accordance with the Loan terms and Transaction Documents, as well as all other monies whatsoever stipulated in or payable by the Obligors under the Loan terms.
- (xix) "Person" shall include individual, partnership firm, company, association of persons, proprietary concern, limited liability partnership and co-operative society as mentioned and stipulated as per the relevant provisions of the Income Tax Act, 1961.
- (xx) "Security" shall mean the securities created under the Transaction Documents to secure the Outstanding Obligations.
- (xxi) "Supplier" shall have the meaning ascribed to the term in Clause 4.2.
- (xxii) "Purpose" means the purpose for which the Loan is availed by the Borrower/s more specifically mentioned in Schedule I attached hereto.
- (xxiii) "RBI" means Reserve Bank of India.
- (xxiv) "Sanction Letter" shall mean the letter issued by the Bank sanctioning the Loan and shall include letter(s) as may be issued by the Bank from time to time to modify or revise the sanction terms of the Loan.
- (xxv) "Transaction Documents" shall include all writings, agreements, deeds, indentures, declarations, undertakings and any other documents executed or entered into or to be executed or entered into, by the Obligors or any other Person, in relation to, or pertaining to the Loan, including any amendments thereto.

#### 1.2 INTERPRETATION

- (i) Headings are for convenience only and shall not affect the meaning or interpretation of this Agreement.
- (ii) Whenever the words "include" or "including" are used in this Agreement, they shall be deemed to be followed by the words "without limitation". Each reference to a clause number shall include all subparagraphs and subsections thereof.
- (iii) All terms and conditions of this Agreement shall be construed in accordance with the written terms thereof; and if the term or condition be ambiguous, then in accordance with the intention of the Parties.
- (iv) A reference to this Agreement or another instrument includes any variation, novation or replacement of either of them.

- (v) References to clauses, schedules and annexes are references to clauses, schedules and annexes of this Agreement.
- (vi) References to a statute include references to regulations, rules, orders, notices, or codes of practice made under or pursuant to such statute, and references to a statute or regulation include references to all amendments to that statute or regulation (whether by subsequent statute or otherwise) and references to a statute or regulation passed in substitution for that statute or regulation.
- (vii) In the event of any disagreement or dispute between the Bank and the Borrower/s regarding the materiality, reasonableness or occurrence 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 Loan as to the materiality, reasonableness or occurrence of any of the foregoing shall be final and binding on the Borrower/s.

### 2. LOAN

- 2.1. Relying upon the statements and representations made by the Borrower/s in the Application Form, the Bank hereby agrees to make available to the Borrower/s and the Borrower/s hereby agrees to avail from the Bank, the Loan not exceeding the aggregate amount mentioned in Schedule I and on the terms and conditions mentioned in this Agreement and/or the Transaction Documents.
- 2.2. The Borrower/s hereby agrees to utilize the Loan only for the Purpose as described in Schedule I.
- 2.3. If the Application Form submitted by the Borrower/s is accepted by the Bank, the Borrower/s shall not be entitled to cancel or revoke the Loan.
- 2.4. The 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.
- 2.5. The Fair Practice Code for the lenders as published on the Bank's website ([https://bandhan.bank.in/sites/default/files/2021-01/Fair\\_practice\\_code.pdf](https://bandhan.bank.in/sites/default/files/2021-01/Fair_practice_code.pdf)) shall apply to the Loan.

### 3. INTEREST

- 3.1. The Borrower/s shall be charged interest on the Loan from the date of disbursement of the Loan at the rate specified in Schedule I ("Interest") to be calculated on the daily balances in the Loan account with monthly/quarterly/half yearly/yearly or other rests according to the practice of the Bank and as per the guidelines as applicable and issued by the Bank/RBI from time to time.
- 3.2. Notwithstanding anything contained above, if applicable, the Bank shall be entitled to revise, vary or amend the rate of interest at any time and from time to time as per its policy, market conditions, changes made by the RBI in the rate of interest or its policies and/or applicable laws and regulations, if any, during the tenor of the Loan at its sole discretion, and such revised rate of interest shall always be construed as agreed to be paid by the Borrower/s and hereby secured. The Bank shall notify the Borrower/s of any change in the rate of interest, if applicable.

### 4. DETAILS OF DISBURSEMENT

- 4.1. The Bank will disburse the Loan in one lumpsum or in suitable Instalments/tranches as mutually decided between the Borrower/s and the Bank, subject to the Borrower/s complying with the conditions stated in this Agreement/Transaction Documents and any such other conditions as may be stipulated by the Bank for such disbursement/s.
- 4.2. Disbursement shall be deemed to have been made to the Borrower/s on the date of the disbursement by way of issuance of cheque or any other mode or issuance of delivery order in favour of the dealer/manufacturer/vendor of the Assets as specified in Schedule I (hereinafter referred to as the "Supplier"), as the case may be.
- 4.3. The Disbursements may be made to the (i) Supplier/Dealer or (ii) to any other person as may be authorised by the Borrower with supporting documents regarding supply/acquisition/purchase of the Assets.
- 4.4. The decision of the Bank as regards any matter pertaining to disbursement shall be final, conclusive and binding on the Borrower/s.
- 4.5. For the purpose of convenience and clarity, Parties hereby agree that disbursement by the Bank towards purchase of each unit of the Asset shall be construed as a separate Loan for which a separate Loan account shall be maintained in the books of the Bank. Borrower unconditionally agrees that the terms of 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 account and closure thereof to the satisfaction of the Bank.

### 5. REPAYMENT

- 5.1. The Borrower/s shall, subject to the terms of this Agreement, repay the principal amount of the Loan in accordance with the repayment schedule set out in Schedule I, subject to any other changes as communicated later in writing by the Bank to the Borrower/s.
- 5.2. The Borrower/s shall not be allowed to re-borrow any part of the Loan which is repaid or prepaid.
- 5.3. The Borrower/s shall pay the Outstanding Obligations without any demur, protest or default and without claiming any set-off or counterclaim on the respective Due Dates. The repayment shall commence as per the repayment schedule set out in Schedule I, irrespective of the delivery of the Assets or any dispute regarding the Assets or service of the Supplier.
- 5.4. The Bank may at its discretion, provide prior reminder to the Borrower regarding the EMI Due dates, however it shall not be under any obligation to provide such notice, reminder or intimation regarding the Borrower's obligation to pay the EMI regularly on or before each Due Date.
- 5.5. The repayment of the Outstanding Obligations by the Borrower/s to the Bank under the Transaction Documents shall be payable by any of the following modes:
  - (i) Electronic Clearing System as notified by RBI;
  - (ii) Standing Instructions for a direct debit from the Borrower/s's account with the Bank
  - (iii) Any other modes approved by the Bank.
- 5.6. The Bank shall have the right to review and reschedule the repayment terms of the Outstanding Obligations at any time in such manner and to such extent as the Bank may in its sole discretion decide. In such an event the Borrower/s shall repay the Outstanding Obligations as per the revised schedule as communicated to the Borrower/s by the Bank in writing.
- 5.7. The Borrower/s shall promptly replace the mandates, agreements and/or other documents executed for payment/repayment of the Outstanding Obligations and issue fresh mandates, agreements and/or other documents in lieu thereof to the satisfaction of the Bank in the event of any variation in the Due Date(s) or amount under the Loan or if the Bank is facing any difficulty/inconvenience/impediment for any reason whatsoever in issuing debit instructions or if required at any time by the Bank at its sole discretion.
- 5.8. Irrespective of the mode of payment/repayment selected by the Borrower/s in the Application Form, the Bank shall, as it may deem appropriate and necessary, be entitled to require the payment and/or collection of the amounts due under the Outstanding Obligations, by means of the RBI's electronic clearing system, by itself or through such other person permitted for the same.
- 5.9. The Bank may, in its sole discretion, require the Borrower/s to adopt or switch to any alternate mode of payment and the Borrower/s shall comply with such request, without demur or delay. The place for payment shall be Kolkata or such other place as the Bank may notify to the Borrower in writing.

### 6. PAYMENT OF OTHER CHARGES AND EXPENSES

- 6.1. The Borrower/s agree to pay such charges as mentioned in the Schedule I hereto and any other charges/fees/interest as may be decided by the Bank, at such rates as may be communicated by the Bank in writing from time to time. The charges are subject to change from time to time and shall be communicated to the Borrower. The payment of such charges, interest, fees and payments shall be

exclusive of applicable taxes and any other similar tax, levies, duties, charges or burden of interest (save and except income tax) or monies, imposed or levied by any government authority, if any, present and future, in accordance with applicable laws. Such taxes, levies/duties/other taxes etc. shall be borne and payable by the Borrower to the Bank over and above the rates and other payments as may be contemplated by the Bank as per the terms of this Agreement.

- 6.2 The Borrower/s undertakes to pay forthwith on demand to the Bank all costs and expenses (including legal costs between legal counsel and clients) on a full indemnity basis incurred and to be incurred by the Bank for the preparation, execution, preservation, performance, enforcement and realization of the Outstanding Obligations, security documents and other instruments creating and/or evidencing the creation of any security for the Loan as also any other instruments required in connection with the Loan.
- 6.3 The Borrower/s shall also bear all the tax, toll, duties levies, cess or any other tax as may be imposed by the Central Government, State Government, judicial, quasi judicial or any municipal authorities, which may be chargeable on the Hypothecated Assets or otherwise. The Bank may also without being bound to do so, pay all such charges and taxes at the cost of the Borrower/s, by debit to the Borrowers' account(s) and/or reimburse the Bank immediately on demand.
- 6.4 The Borrower understands that the Borrower shall retain the right to cancel the Loan, at any time, before the Due Date of the first EMI, upon the payment of cancellation charges, as mentioned in Schedule I. The Loan cannot be cancelled on or after the Due Date of the first EMI.
- 6.5 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.

#### 7. PRE-PAYMENT OF THE LOAN

- 7.1 The Borrower/s shall have no right to make premature repayment of the Outstanding Obligations in full or in part at any time except as specified hereto. In case the Borrower/s wants to prematurely repay the outstanding Loan, the same shall however, be entirely at the sole discretion of the Bank and the acceptance of the said request shall be subject to such terms and conditions, including as to pre-payment fees, etc, the minimum amount of prepayment/amounts payable on account of acceleration of the Outstanding Obligations, as the Bank may prescribe at its sole discretion. If permitted by the Bank, the Borrower/s shall give prior written notice of its intention to pre-pay the full amount of Loan and pay to the Bank such pre-payment charges mentioned in Schedule I attached hereto, subject to change by the Bank from time to time.
- 7.2 In the event the Bank permits any pre-payment, the repayment schedule shall be altered by the Bank at the request of the Borrower/s and the Borrower/s agrees to adhere to the altered re-payment schedule.

#### 8. JOINT AND SEVERAL LIABILITY

- 8.1 Where the Loan is provided to more than one Borrower/s or where the payment obligations are secured by any guarantee, notwithstanding anything herein stated, the liability of the Borrower/s to repay the Loan together with interest, and all other amounts and to observe these terms and conditions and terms and conditions of any other agreement/s, document/s that may be executed by the Borrower/s with the Bank in respect of the Loan or any other loan, is joint and several.
- 8.2 That if the Borrower/s be more than one, each one or any of them is/are authorized and empowered by the other(s) of them to admit and acknowledge his/their liability to the Bank by any payment into the account(s) or by way of express writing in any manner or otherwise and any such admission and acknowledgment of the liability by one or more of them shall be construed to have been made on behalf of each of them.
- 8.3 The Guarantor(s) (and in case there are more than one, all, of them jointly and severally), hereby agree to the following:
  - 8.3.1 that their liability is co- extensive with that of the Borrower and as between the Bank and themselves they are to be considered as principal;
  - 8.3.2 debtors/obligors to the Bank for all dues, obligations, liabilities and responsibilities undertaken in favour of the Bank under this guarantee;
  - 8.3.3 The Guarantor(s) hereby agrees to keep the Bank fully indemnified against all damage, loss, costs and expenses arising from any failure of the Borrower to carry out any such purported obligation or liability.
  - 8.3.4 that the Bank shall be at liberty to sue the Borrower and the Guarantor(s) jointly and/or severally or shall be entitled to proceed against the Guarantor(s) only, in the first instance.
  - 8.3.5 that the liability of the Guarantor(s) shall not be affected nor shall the Guarantee herein be discharged or diminished by reason of:
    - (i) the Bank compounding with, discharging, releasing or varying the liability of or granting any time, indulgence, or concession to the Borrower, or any other person or omitting to claim to enforce payment from the Borrower or any other person; or,
    - (ii) by any variance made without their consent in the terms of this contract or transaction between the Bank and the Borrower; or,
    - (iii) by any contract made between the Bank and the Borrower by which the Borrower be released; or,
    - (iv) any act or omission which would not have discharged or affected the liability of the Guarantor(s) had it been the principal debtor instead of the Borrower or by anything done or omitted which but for this provision might operate to exonerate the Guarantor(s); or,
    - (v) by the Bank losing the security; and the Guarantor(s) hereby waive all suretyship rights that may otherwise be available to them,
    - (vi) the Bank enforcing or not enforcing any of its security and the Bank shall be entitled to take any proceeding (legal or otherwise) against the Guarantor(s) prior to, simultaneously or subsequent to any proceeding (legal or otherwise) against the Borrower or any other person or entity.
  - 8.3.6 that the Guarantor(s)'s obligation to pay irrespective of whether the Borrower have been called upon or proceeded against to pay the outstanding amounts, interest and other charges under and in relation to the Loan. Such a notice, of demand by the Bank against the Guarantor(s) shall be final and conclusive evidence that the Borrower has committed a default and that the monies and the amounts claimed thereunder is due and payable by the Borrower to the Bank and the Guarantor(s) shall not be entitled to challenge the notice on the ground that no default has been committed or the amount mentioned therein as due and payable is not payable or on any other ground whatsoever.

#### 9. CONDITIONS PRECEDENT FOR DISBURSEMENT

- 9.1 The following shall be conditions precedent for any disbursement of the Loan or any tranche thereof:
  - (i) The Borrower/s shall have submitted to the Bank, to the satisfaction of the Bank, such authorizations and approvals as may be specified required for availing of the Loan or as may be specified by the Bank.
  - (ii) The Borrower/s shall have submitted a certified copy of its constitutional documents, if applicable.
  - (iii) Prior to the first disbursement, the Security over the Hypothecated Assets should have been created and the Guarantee(s), if any, should have been issued, as may be required by the Bank.
  - (iv) The Borrower shall provide the requisite/necessary documents to the satisfaction of the Bank prior to the date of execution of this Agreement as may be desired by the Bank.
  - (v) The Hypothecated Assets should be absolutely unencumbered and free from any liability and prior charges whatsoever.
  - (vi) No Event of Default or Cross Default or Material Adverse Effect shall have occurred.
  - (vii) No unforeseen/extraordinary or other circumstances shall have occurred which shall make it improbable for the Borrower/s and/or the other Obligors to fulfill its/their obligations under this Agreement.
- 9.2 The Bank shall be under no obligation to make any disbursement of the Loan unless the conditions stipulated in this Clause 9 have been fulfilled by the Borrower/s to the satisfaction of the Bank.

#### 10. SECURITY AND HYPOTHECATION

- 10.1 In consideration of the Bank having granted/agreed to grant the Loan, the Borrower/s hereby HYPOTHECATES to and charges, as security to the Bank, for securing the moneys that may from time to time become due and payable by the Borrower/s to the Bank and the Outstanding Obligations to the Bank, by way of FIRST EXCLUSIVE CHARGE in favour of the Bank the Assets of the Borrower/s, and the same SHALL BE AND STAND HYPOTHECATED to the Bank by way of first exclusive charge as security for the due repayment of Loan and also for all indebtedness or liabilities of the Borrower/s to the Bank together with all interest, commissions, costs, charges and expenses payable to or incurred by the Bank including those for the enforcement of any of the security(ies). Provided that in case the Hypothecated Asset is yet to be purchased or has not been delivered and/or registered with the appropriate authority, wherever applicable, at the time of execution of this Agreement, then the particulars of the Assets shall be intimated to the Bank in writing, including the registration details of the Assets, as may be applicable immediately upon receipt of such details by the Borrower, whereupon such intimation in writing shall form part of the Schedule I attached and shall deemed to have been incorporated in this Agreement.
- 10.2 The security over the Hypothecated Assets, the charge created over the same and all other rights of the Bank shall continue to be valid and enforceable as a security for the due repayment and payment by the Borrower/s of all dues under the Loan along with all applicable fees, costs, charges and other monies that may become due and payable by the Borrower/s and till such time the entire dues are paid off and the Bank issues a certificate releasing the security so created and the security created/to be created shall not affect in any way by any change in the constitution, merger, de-merger, dissolution, winding up or any other kind of changes of the Borrower/s and shall always remain to be valid and enforceable against the Borrower/s.
- 10.3 This hypothecation made herein shall operate as a security to the Bank in addition to any other security, if any, already held by the Bank for the repayment of the Outstanding Obligation to the Bank.
- 10.4 If the Hypothecated Assets are required to be entrusted by the Borrower/s to any other person(s) for further furnishings, body building etc. then the Borrower/s shall intimate the details of such person(s) or organisations with which the Borrower/s have entrusted the Hypothecated Assets for such purpose and also shall keep such person(s) or organisation informed of the rights of the Bank over the Hypothecated Assets. The Borrower/s shall also, if so required by the Bank, produce the necessary letters etc. from such person(s) or organisations acknowledging the Bank's charge over the same and also consenting for the inspection etc. at their premises.
- 10.5 The Borrower/s shall take all step to get the Hypothecated Assets registered with the appropriate authorities, if applicable, immediately as may be required under the law and shall submit, the proof of such registration to the Bank within 7 (seven) days from the date of the registration and shall take such necessary steps to ensure that the Registration Certificate Book of the Hypothecated Asset contain an endorsement in the name of the Bank in its capacity as lender/financier of the Hypothecated Asset. The Borrower/s agree and undertake that they shall get the endorsement for hypothecation done in the registration certificate from the registration authority concerned and such endorsement shall be made in the name of "Bandhan Bank Limited". Apart from registering the hypothecation charge as stated above, in case of the corporate Borrower/s, necessary charge shall be registered with the Registrar of Companies concerned also within the stipulated time limit and in the manner acceptable to the Bank.
- 10.6 The Borrower/s hereby agrees and confirms that in the event the Bank repossesses the Hypothecated Assets, the Bank shall be at liberty to appoint any officer of the Bank as a receiver of the Hypothecated Assets and/or sell by public auction or private contract or otherwise dispose of or deal with all or any part of the Hypothecated Assets at such price as may be determined by the Bank in its absolute discretion (and the decision of the Bank with respect to the price or any other matter related thereto, shall be final and binding on the Borrower/s) and to enforce, realize, scale, compromise and deal with an or the rights aforesaid without being liable for any loss in exercise thereof and without prejudices to the Bank's rights and remedies of suit against the Borrower/s and to apply the net proceeds such sale in or towards the liquidation of the balance due to the Bank. The Borrower/s hereby accepts the Bank's account of sales, realizations and to pay any shortfall or deficiency therein shown.
- 10.7 The Bank reserves its right to appoint at its discretion such persons as its agents and trustees as the Bank may deem fit and the Borrower/s accepts and acknowledges that such agents and trustees shall have the right to demand payment from the Borrower/s of all amounts due and payable by the Borrower/s to the Bank, to receive such payments from the Borrower/s, to seize/repossess the Security charged in favour of the Bank for the Loan granted, to proceed against the Borrower/s for recovery of the Loan, to foreclose the Security created by the Borrower/s, to file suits and take legal proceedings against the Borrower/s and other persons, including but not limited to the Co-Borrower/s and Guarantors, if any, for recovery of all or any of the amounts due by the Borrower/s to the Bank and to do all such acts, deeds and things as the agents and trustees may be entitled to do pursuant to the authority granted to them by the Bank.
- 10.8 The Borrower/s hereby agrees and confirms that in the event the Bank repossesses the Hypothecated Assets, the Bank shall be at liberty either to keep the Hypothecated Assets in the premises wherein they may be lying at the time of repossession thereof and affix Bank locks to Hypothecated Assets or to remove the Hypothecated Assets to any other premises. In the event of the Bank repossessing the Hypothecated Assets or appointing an agent or representative or a receiver thereof, neither the Bank nor the receiver shall in any way be liable and/or responsible, notwithstanding anything to the contrary contained in Section 152 of the Indian Contract Act, 1872 and/or any other law for the time being in force for any damage, loss, deterioration to the Hypothecated Assets including the belongings and articles that may be kept or lying with the Hypothecated Assets at the time of repossession, whether by theft, fire, flood, earthquake, drought, lightning or any other cause whatsoever.
- 10.9 In the event, the net sum realized by such sale be insufficient to cover the balance then due to the Bank, the Bank shall be at liberty to apply any other moneys in the hands of the Bank and standing to the credit of, or belonging to the Borrower/s, in or towards payment of the Outstanding Obligations.
- 10.10 The Borrower/s hereby irrevocably and unconditionally appoints the Bank as its true and lawful attorney to do and execute for and in the name and on behalf of the Borrower/s and where the Borrower is more than one individual, jointly and severally, all or any of the acts, deeds and things, specified therein and agree and declare that an such acts, deeds and things done by the Bank in its capacity as attorney of the Borrower/s are and hereby ratified by the Borrower/s and shall always be binding on the Borrower/s as if the same has been done by the Borrower/s itself and/or for exercising any of the powers hereby conferred or in connection with any sale or disposition or enforcement action of, or exercise of step in rights in connection with the Hypothecated Asset or any part thereof. Further, the Bank shall be entitled to exercise the powers granted under this clause through any of its officers authorized by the Bank in that behalf.
- 10.11 In the event of the Security furnished by the Borrower/s is found to be insufficient/ incorrect in value the Borrower/s shall be directed to furnish additional security as may be required by the Bank. Notwithstanding the above, in the event the security furnished by the Borrower/s is subsequently found to be of inferior value to that as declared by the Borrower/s in the Application Form, the Loan may be recalled/repayment of the Loan may be accelerated by the Bank with immediate effect.
- 10.12 All Security furnished by the Borrower/s to the Bank in connection with the Loan shall remain a continuing security to the Bank and the same shall be binding upon the Borrower/s and/or the other Obligors until the Final Settlement Date.
- 10.13 The Borrower/s agrees that the Security shall not be discharged/released by intermediate payment by the Borrower/s or any settlement of accounts by the Borrower/s till such time all the dues in respect of the Loan are fully paid to the satisfaction of the Bank and the Bank consents to give a discharge/release in respect of the Security in writing to the Borrower/s.
- 10.14 The Security shall be in addition to and not in derogation of any other security, which the Bank may at any time hold in respect of the Borrower/s' dues and shall be available to the Bank until all accounts between the Bank and the Borrower/s and/or the other Obligors in respect of the Loan are ultimately settled.
- 10.15 The Borrower/s further agrees that the Security created shall also be security for all other monies that may be due and payable by the Borrower/s to the Bank, on any account whatsoever, whether present or future, including any liability of the Borrower/s as a surety or co-obligator either singly or along with any other Person.

- 10.16 The Borrower/s agrees with, and undertakes that the Borrower/s shall not create any other encumbrance, charge or security interest in the Security so created or any of them in favour of any other Person or body, except with the prior written consent of the Bank.
- 10.17 The Borrower/s shall provide to the Bank a power of attorney authorising the Bank to do all things necessary to perfect the Security created under the Transaction Documents and do all other things in relation thereto.

## 11. COVENANTS

### 11.1 AFFIRMATIVE COVENANTS

The Borrower/s covenants with the Bank that during the tenor of the Loan:

- (i) The Borrower/s shall ensure that the entire Loan will be utilized for the Purpose as stated by the Borrower/s in the Application Form and for no other purpose whatsoever.
- (ii) The Borrower/s shall maintain the Hypothecated Assets in good order and condition and all necessary repairs, additions and improvements thereto will be made during the currency of the Loan and that the Borrower/s will ensure that the value of the Hypothecated Assets do not diminish.
- (iii) The Borrower/s shall notify the Bank of any change in the Borrower/s's business. The Borrower/s hereby undertakes to keep the Bank informed about the financials of its business on a regular basis as may be required by the Bank.
- (iv) The Borrower/s shall duly and punctually comply with all the terms and conditions of holding the Hypothecated Assets and all the rules, regulations, bye-laws, etc., of the concerned co-operative society, association, company or any other competent authority, and pay such maintenance and other charges for the upkeep of the Hypothecated Assets as also any other dues, etc., as may be payable in respect of the Hypothecated Assets and/or of the use thereof.
- (v) The Borrower/s shall promptly inform the Bank of any loss or damage to Hypothecated Assets due to any act of God or damage or other risks against which the Hypothecated Assets may not have been insured.
- (vi) The Borrower/s shall allow any person authorized by the Bank to have free access to the Hypothecated Assets for the purpose of inspection.
- (vii) The Borrower/s shall promptly give written notice (but not later than 48 hours) to the Bank of (i) any dispute which might arise between the Borrower/s and any Person or any governmental body or authority relating to or concerning the Hypothecated Assets; (ii) any distress or execution being levied against the Hypothecated Assets; (iii) any material circumstances affecting the ability of the Borrower/s to repay the Loan in the manner stipulated hereunder; (iv) receipt of any notice under Insolvency and Bankruptcy Code, 2016 ("IBC"); (v) theft or damages to the Assets.
- (viii) The Borrower/s shall on the Bank's request do, perform and execute such acts, deeds, matters and things as the Bank may consider necessary either to perfect the Security provided for or to carry out the intent of this Agreement.
- (ix) The Borrower/s shall bear all costs of making good any deficit in stamp duty on the documents executed by the Borrower/s in relation to the Loan and/or Security created under the Transaction Documents.
- (x) The Borrower/s shall furnish to the Bank all such information, statements, particulars, estimates and reports etc. as the Bank may require from time to time as to the compliance with the terms of the Loan.
- (xi) The Borrower/s shall make available to the Bank such security in such form and substance as may be required by the Bank.
- (xii) The Borrower/s shall comply with all the terms of the Sanction Letter and keep himself aware of the rules of the Bank, pertaining to this Loan, and in force from time to time.
- (xiii) The Borrower/s agrees that any accretion to the said securities and other benefits from time to time accruing in respect of the said securities or any part thereof shall also be pledged/mortgaged with the Bank by the Borrower/s.
- (xiv) The Borrower/s shall get the Assets (in case of acquiring a new Asset) registered with the appropriate registering authority (wherever applicable) under the Motor Vehicles Act, 1988.
- (xv) The Borrower/s shall as and when requested by the Bank, handover the all the ownership documents relating to the Assets financed by the Bank, including but not limited to the original invoices, chalans, delivery note, delivery order, guarantee/ warranty cards etc.
- (xvi) The Borrower/s shall inform the Bank of any loss, destruction or misplacement of the registration certificate of the Asset/s or the insurance policy relating to the Asset/s within three (3) days of such loss, destruction or misplacement;
- (xvii) The Borrower/s shall provide the Bank within three (3) days from the end of each financial year, a letter of acknowledgment duly acknowledging the total amount outstanding as on 31st March of the relevant financial year.
- (xviii) The Borrower/s shall allow the Bank to source the location of the Assets from dealer/manufacturer/seller through pre-installed Global Positioning System surveillance and/or electronic surveillance (hereinafter referred to as the "Surveillance Device") or to attach and install such Surveillance Device, as may be required by the Bank, at its premises or on the Asset, at its own cost, for the purposes of monitoring.
- (xix) The Borrower/s shall arrange to provide certificate from its Statutory Auditors declaring the end use of the funds disbursed by the Bank and in case the Borrower fails to provide the same the Bank shall have absolute right to seek such certificate from the Statutory Auditor of the Company, for which, this confirmation shall be deemed a standing instruction for the same.
- (xx) Borrower/s shall agree, undertake, record, declare, admit, assure, promise, acknowledge and confirm to abide by, accept, satisfy, fulfil, carry out, perform and comply fully with all the terms, conditions, requirements, sanctions, provisions and stipulations or any amendments or modifications therein made or to be made by the Bank at any time or from time to time in its discretion concerning any of my/our facilities, limits or accounts without any reference, notice or intimation by the Bank in that behalf.
- (xxi) The Borrower/s agree that if the price of the Asset (in case of acquiring a new Asset) is revised upwards after the date hereof, then and in that event the Borrower shall pay all of the amount (in addition to the amount paid or to be paid by him/it along with the Loan as the price of the Asset) that may be required for acquiring the Asset at such revised price and the Bank shall not be liable to pay any amount by way of loan or otherwise for such revision in price of the Asset.

### 11.2 NEGATIVE COVENANTS

The Borrower/s further covenants with the Bank that without the prior consent of the Bank, the Borrower/s shall not:

- (i) The Borrower/s shall not make any change to its constitution, business, management, ownership or control and shall not alter its constitutional/ incorporation documents.
- (ii) Enter into any agreement or arrangement with any Person, institution or local or government body (a) for the use, occupation or disposal of the immoveable properties forming part of the Security or any part thereof (b) in respect of any of the Borrower/s's assets such that the same may have a Material Adverse Effect on the Loan.
- (iii) Stand surety for anybody or guarantee the repayment of any loan or the purchase price of any asset.
- (iv) Execute any document, such as power of attorney, or any other similar or other deed, in favour of any Person to deal with the Hypothecated Assets in any manner, except as may be required by the Bank.
- (v) Borrow from any Person or charge any property until the Outstanding Obligations are paid in full.
- (vi) Take any action which makes the borrowing of the Loan illegal.
- (vii) transfer the Loan disbursed to the Borrower/s to any related party or any connected party of the Borrower/s (as defined under IBC) or otherwise to any other third party;
- (viii) be in arrear of any public demand such as income tax, corporation tax or any other taxes or any other statutory dues payable to the central or the state government or any local, statutory or governmental authority.

- (ix) enter into any scheme of merger, amalgamation, compromise or reconstruction, reconstitution, dissolution etc.
- (x) remove/alter the Surveillance Device and ensure no damage is caused to the Surveillance Device, including any damage that may lead to expiration of its warranty and will be treated as Event of Default and the Bank may recall the loan at its discretion.
- (xi) remove the Assets from the factory or office or site where the Assets was originally put to use or located,.
- (xii) transfer or move the Assets outside India.
- (xiii) transfer the registration of the Assets to any city or town other than the city where the Assets are registered;

## 12. REPRESENTATION AND WARRANTIES

12.1 The Borrower/s and the Guarantor/s represents, warrants and undertakes to the Bank as under:

- (i) (in case of it being a natural Person) is duly incorporated and constituted and existing under the laws of India with power to enter into this Agreement and each of the documents to which it is or will be a party; and
- (ii) all corporate and other actions have been duly taken which are required to be taken by any person authorize the execution by the Borrower and the Guarantor(s) of this Agreement and of each Transaction Document the performance by it or of its obligations herein and under each Transaction Documents.
- (iii) It and/or none of its directors, partners, trustees, members, as the case may be, have not been declared a willful defaulter/s.

12.2 The Borrower/s represents, warrants and undertakes to the Bank as under:

- (i) The Borrower/s assures the Bank that the Borrower/s has absolute clear and marketable title over the Hypothecated Assets, has exercised due care and caution (including, where necessary, obtaining advice of tax/legal/accounting/financial/ other professionals) and that the Security is absolutely unencumbered and free from any liability whatsoever.
- (ii) The Borrower/s confirms that there are no proceedings (in any form) or investigation pending or threatened, by or against the Borrower/s which might have a Material Adverse Effect.
- (iii) No event, circumstance or situation has occurred, which might affect the Borrower/s or the Bank's right towards the Hypothecated Assets or hinder the enforcement of the Hypothecated Assets and no Material Adverse Effect has occurred.
- (iv) has/have been duly formed and has the power to carry on the business as the Borrower/s is/are now being carried on and to own the property and assets and has/have the power to borrow the Loans and the signatories have the authority and necessary powers to execute the loan documentation on behalf of the Borrower/s;
- (v) has no major pending claims, demands, litigation or proceedings against the Borrower before any court or government authority;
- (vi) The Borrower/s has paid and will pay when due, all public demands such as taxes, taxes and all the other revenues payable to the Government of India or to the government of any State or to any local authority and that at present there are no arrears of such taxes and revenues due and outstanding.
- (vii) (a) To the extent applicable, the availing of the Loan and exercise of rights and performance of obligations under this Agreement or any other security/transactions documents shall constitute, private and commercial acts done and performed for private and commercial purposes.  
(b) The Borrower/s is not / shall not be entitled to and shall not claim immunity for itself or its assets and properties from suit, execution, attachment or other legal process in any proceedings in relation to this Agreement and other security/ transaction documents.
- (viii) The Borrower/s is/are not a PEP (Politically Exposed Person) and undertakes that in an event of subsequently becoming the PEP, the Borrower/s will immediately intimate the Bank regarding the same.

12.3 The Borrower/s confirms that the representations and warranties contained herein shall be deemed to be repeated by the Borrower/s on and as of each day from the date of this Agreement until all sums due or owing hereunder by the Borrower/s to the Bank have been paid in full, as if made with reference to the facts and circumstances existing on such day.

12.4 The Borrower/s unconditionally accept and agree that this Agreement may be amended by the Bank at any time and the Borrower shall be bound by such amended terms and conditions, including such amended terms as updated on the Bank's website from time to time.

12.5 The Borrower/s declare and confirm that the Bank shall not be liable or responsible for the delivery of the Assets to the Borrower/s or delivery of the duly endorsed registration certificates or any other documents and the Borrower/s shall in no way entitled to withhold or stop the repayment of the stipulated instalments or interest, as the case may be, on account of such non-delivery or delay in delivery.

12.6 The Borrower hereby confirm and agree that the sanction of credit facilities are at the sole discretion and subject to adherence of terms and conditions as may be stipulated by the Bank from time to time and also subject to the regulatory and statutory guidelines, as may be applicable from time to time. The Bank shall have no obligation to provide any further financial assistance to the Borrower and the Borrower understands that any such further facilities shall be allowed only subject to proper review of the credit facilities enjoyed and subject to eligibility criteria of the Bank from time to time.

12.7 The Borrower understands and agrees that, as per RBI guidelines, classification of accounts as non-performing asset (NPA) is done borrower wise and not facility wise and hence that if the Borrower commits a default in repayment of dues and consequently the account is to be classified as NPA, all the 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 Borrower from the Bank, irrespective of the regular repayment in such accounts.

12.8 Borrower/s hereby gives his/their consent for the Loan being recovered as a public demand/money/debt in terms of any legislation relating to recoveries thereof, where such consent is necessary under any legislation.

12.9 Borrower agrees that the Bank may without notice to the Borrower/s and at the Borrowers' risk and expense enter any place(s) where the Hypothecated Assets may be kept/stored and inspect, value, insure, dispose of and/or take possession thereof either by itself or through its agents/representative/attorneys.

## 13. COVENANT BY GUARANTOR(S)

13.1 In consideration of the Bank granting or continuing to make available the Loan so long as it may think fit to the Borrower/s, the Guarantor(s) (where there are more than one Guarantor(s)) all of them jointly and severally, hereby irrevocably and unconditionally guarantee/s the full performance of this Agreement by the Borrower/s and in the event of any non-performance of the whole or any part of the Agreement by the Borrower/s, the Guarantor(s) agrees to pay to the Bank on demand and without any demur or protest all monies and discharge all obligations and liabilities whether actual or contingent now or any time hereafter due, owing and incurred to the Bank by the Borrower/s together with interest (as well as before any demand or judgment) to date of payment at such rates and upon such terms and all fees, cost, charges and expenses as may from time to time be payable by the Borrower in terms hereof.

13.2 The Guarantor(s) guarantee/s to the Bank the regular and punctual payment of all sums due under this Agreement and the due performance and observance by the Borrower of the terms and conditions of this Agreement.

13.3 The Guarantor(s) agrees that as a pre-condition of the Loan given to the Borrower by the Bank, in case the Borrower commits default in repayment of the Loan or in the repayment of the interest thereon or any instalments thereof on the Due Dates or in case of default by the Guarantor(s) in the performance of the obligations hereunder, the Bank and/or RBI will have an unqualified right to disclose or publish the name of the Borrower and/or Guarantor(s) and its/their directors/partners/proprietor as willful defaulters in such manner and through such medium as the Bank or RBI in their absolute discretion may think fit.

**14. CONTINUING GUARANTEE**

- 14.1. This guarantee is a continuing security and shall continue notwithstanding:
- the death, insolvency, lunacy, liquidation/dissolution (as the case may be) or any incapacity of the Borrower/s or Guarantor(s) or, (in case the Guarantor is more than one) any one, more than one or all of them; or,
  - any change in the constitution of the Borrower or Guarantor(s) or in the name or style of the Borrower/s or Guarantor(s);
- 14.2. This guarantee shall be deemed to have been given separately for payment of each Instalment of the loan, interest thereon or any all monies payable by the Borrower to the Bank in terms hereof and this guarantee shall not stand terminated or determined or extinguished merely for demand of any amount herein but shall be in full force and effect for each and all payments not demanded and until the entire amount herein is paid in full and the Guarantor(s) is discharged of the guarantee obligation herein.
- 14.3. The guarantee is in addition to and shall not merge with or otherwise prejudice or affect any other right, remedy, guarantee, indemnity or security and may be enforced notwithstanding the same or any mortgage, charge, pledge hypothecation or lien now or hereafter held by or available to the Bank.

**15. INSURANCE**

- 15.1. The Borrower/s shall, until the full repayment of the Outstanding Obligations, fully insure, and keep the Hypothecated Assets so insured against all risks and assign the benefits of such policy/ies in with the name of the Bank appropriately endorsed and recorded as 'Assignee' in such insurance policy/ies, for a value as required by the Bank and produce evidence thereof to the Bank from time to time and wherever called upon to do so.
- 15.2. The Borrower/s shall, until the full repayment of the Outstanding Obligations ensure that the above mentioned insurance policy/ies are valid, subsisting and operative and shall make timely payments of the premium. The Bank reserves the right to pay the premium on behalf of the Borrower/s and reimburse the same from the Borrower/s.
- 15.3. The Bank shall have the right to receive and adjust any payment that it may receive in connection with any insurance policy/policies against the Loan and alter the repayment schedule as set out in Schedule I hereunder in any manner as it may deem fit notwithstanding anything to the contrary contained in this Agreement or any other document or paper.

**16. EVENTS OF DEFAULT**

- 16.1. Each of the following events shall be considered as an "Event of Default":
- If any default shall have occurred in the payment of any amounts due and payable under this Agreement or the Transaction Documents in pursuance to the Loan;
  - If default shall have occurred in the performance of any other covenants, conditions or agreements on the part of the Obligors under this Agreement or any of the Transaction Documents;
  - If any information given by the Borrower/s to the Bank while availing the Loan or in this Agreement or any of the Transaction Documents is found to be misleading or incorrect
  - If any of the Security depreciates in value or is in jeopardy, or if the rights over the Security are altered or if the ability of the Bank to enforce the Security is affected.
  - If the Borrower/s fails to inform the Bank of the occurrence of any Event of Default or any event which after the notice or lapse of time, or both, would become an Event of Default;
  - Any default by the Borrower/s under any credit facility agreement or arrangement entered into by the Borrower/s with the Bank, its subsidiaries, affiliates or any bank, financial institution / non banking financial company and/or other creditors ("Cross Default").
  - In case the Borrower/s is a company, if a winding-up petition has been filed against the Borrower/s and if the central, state or any other governmental order is not vacated, stayed or abated within 15 (Fifteen) days from the date of first hearing or admittance, whichever is earlier or if any proceeding or litigation is commenced or threatened against the Borrower/s and such proceedings not been stayed or disposed off within 15 (Fifteen) days from commencement or if any authority has taken any action whereby the Borrower/s is deprived of substantial part of its assets, and the same is not vacated, stayed or abated within 15 (Fifteen) days from the date of initiation of such action;
  - In case the Borrower/s is a partnership or a limited liability partnership, if the Borrower/s is dissolved or a notice of dissolution is given to it or any of its partners or if the Borrower/s or any of its partners commits an act of insolvency or makes an application for being declared insolvent or an order is passed declaring it or them or any of them an insolvent;
  - In case the Borrower, is an individual natural person, upon death of the Borrower;
  - If the Borrower/s (being an entity other than as provided in Clause 16 (vii) and (viii)) becomes subject to proceedings for taking it into liquidation, whether voluntarily or compulsorily, may be or have been commenced or if any resolution for voluntary winding-up is passed or if an order of a court of competent jurisdiction is made or the Borrower/s suspends payments or announces an intention to do so or suggests readjustment or rescheduling of its repayment obligations.
  - Occurrence of any event or circumstance which may lead to Material Adverse Effect.
  - If the Borrower/s fails to pay to any of its creditors other than the Bank any amount when due and payable or any creditor other than the Bank demands repayment of the loan or dues or liability of the Borrower/s to such person ahead of its normal repayment terms as previously agreed between such creditor and the Borrower/s;
  - If the Borrower/s fails to pay any tax, imposts, duties, levies, other taxes or impositions in relation to the hypothecated as may be applicable under laws or regulations from time to time;
  - If any circumstance or event occurs which would or is likely to prejudicially or adversely affect in any manner the capacity of the Borrower/s to repay the Loan or any part thereof;
  - If the Loan or any part thereof is utilized for any purpose other than the purpose for which it is applied by the Borrower/s and sanctioned by the Bank;
  - If any attachment, distress, execution or other process against the Borrower/s, or any of the securities is enforced or levied upon;
  - If any circumstance or event occurs which is prejudicial to or impairs or imperils or jeopardizes or is likely to prejudice, impair, imperil, depreciate or jeopardize any security given by the Borrower/s or any part thereof;
  - If the Borrower/s, without prior written consent of the Bank, attempts or purports to create any charge, mortgage, pledge, hypothecation, lien or other encumbrance over the Borrower/s property or any part thereof, which is or shall be the security for the repayment of the said dues except for securing any other obligations of the Borrower/s to the Bank;
  - Upon happening of any substantial change in the constitution or management of the Borrower/s without previous written consent of the Bank or upon the management ceasing to enjoy the confidence of the Bank;
  - If the Borrower/s fails to furnish to the Bank any information or documents, including detailed end use statement of the Loan as and when so required by the Bank within the time prescribed by the Bank;
  - If all or substantially all of the undertaking, assets or properties of the Borrower/s or its interests therein are seized, nationalized, expropriated or compulsorily acquired by government.

**17. CONSEQUENCES OF EVENTS OF DEFAULT**

- 17.1. If any Event of Default occurs, then, the Bank, by a written notice to the Borrower/s may declare the Outstanding Obligations and/or any other amounts which may be payable by the Borrower/s under or in terms of the Transaction Documents and/or any other agreements, documents subsisting between the Borrower/s and the Bank, as well as all other charges and dues to be due and upon such declaration the same shall become due and payable forthwith and the Security and the securities in relation to any other loan shall become enforceable, notwithstanding anything to the contrary in the Transaction Documents or any other agreement/s or documents.
- 17.2. If any Event of Default or any event, which, after the notice or lapse of time or both, would constitute an Event of Default shall have happened, the Borrower/s shall forthwith give to the Bank notice thereof in writing specifying such Event of Default, or such event.
- 17.3. All reasonable costs incurred by Bank after an Event of Default has occurred in connection with:
- Preservation of the properties (whether now or hereafter existing); or
  - Collection of amounts due under the Transaction Documents;
- may be charged to the Borrower/s and reimbursed, as the Bank shall specify.

- 17.4. The Bank shall also be entitled to enforce the security and invoke the guarantee, if any, and/or avail of any other remedy available to the Bank under law including but not limited to Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 (SARFAESI) and/or Recovery of Debts and Bankruptcy Act, 1993.
- 17.5. The Bank may issue any certificate as regards payment of any amounts paid by the Borrower/s to the Bank in terms of the Transaction Documents only if the Borrower/s has paid all Outstanding Obligations and other amounts due under the Transaction Documents to the Bank and the Borrower/s has complied with all the terms of the Transaction Documents.
- 17.6. On the happening of any Event of Default, the Bank shall be entitled to forthwith take physical possession of the Hypothecated Assets and alienate sell, transfer the Hypothecated Assets either by itself or through its agents and sell or otherwise deal with the same to enforce the Bank's security and recover the dues in accordance with terms of this Agreement. The Borrower/s agrees and undertakes not to prevent or obstruct the Bank from taking possession of the Hypothecated Assets irrespective of whether the Loan has been recalled whenever in the opinion of the Bank, there is an apprehension of any money not being paid or the Bank's security is being jeopardized and that the Bank's representatives will be entitled to sell, give or rent, or otherwise deal with the properties by public or private auction or private treaty, without being liable for any loss, and to apply the net proceeds thereof as specified in these presents.
- 17.7. The Borrower/s shall pay any deficiency, forthwith to the Bank. The Bank shall also be entitled to adjust and a right of set-off on all monies belonging to the Borrower/s standing to his credit in any account whatsoever with the Bank, towards payment of such deficiency. Nothing contained in this clause shall oblige the Bank to sell, hire or deal with the properties and the Bank shall be entitled to proceed against the Borrower/s independent of such other security. The Borrower/s agrees to accept the Bank's accounts in respect of such sale, hire, dealing or otherwise as conclusive proof of the correctness of any sum claimed to be due from the Borrower/s. In case of any deficit, the deficit amount shall be recovered by the Bank from the Borrower/s.
- 17.8. The Bank may, at the risk and cost of the Borrower/s, engage one or more person(s) to collect the Borrower/s outstanding and/or to enforce any security and may furnish to such person the right and authority to perform and execute all acts, deeds, matters and things connected therewith or incidental there to as the Bank thinks fit.
- 17.9. The Borrower/s agrees that any security provided by the Borrower/s to the Bank under any other credit facility shall be available to the Bank under this Agreement upon the occurrence of an Event of Default under this Agreement and vice versa.

**18. CROSS COLLATERALISATION**

The Borrower/s acknowledges that in the event of repayment of outstanding dues by the Borrower/s but there being any outstanding by the Borrower/s under any other financial facility availed by the Borrower/s from the Bank or any outstanding dues payable to the Bank by the Borrower/s therein, then in such event, the Bank shall not be obliged to release the security created by the Borrower/s under this Agreement and the Borrower/s hereby authorises the Bank to extend the security to cover such outstanding financial facility. Likewise, in the event, there being any outstanding by the Borrower/s under this Agreement, the Bank shall not be obliged to release the security created by the Borrower/s for any other financial facility availed of by the Borrower/s from the Bank and the Borrower/s undertakes to extend such security to cover the outstanding due under this Agreement.

**19. WAIVER**

NNo delay in exercising or omission to exercise, any right, power or remedy accruing to the Bank upon any default under this Agreement, mortgage deed or any other agreement or document, shall impair any right, power or remedy or shall be construed as a waiver thereof or any acquiescence in such default affect or impair any right, power or remedy of the Bank in respect of any other default.

**20. EFFECTIVE DATE OF TERMS AND CONDITIONS**

This Agreement shall become binding on the Borrower/s and the Bank on and from the Effective Date. It shall be in full force till the Outstanding Obligations and other amounts due under any other agreements, documents which may be subsisting/executed between the Borrower/s and the Bank has been fully paid to the satisfaction of the Bank.

**21. INSPECTION, ASSIGNMENT**

- 21.1. The Borrower/s shall permit inspection of all books of accounts and other records maintained by the Borrower/s in respect of the Loan, to the officers of the Bank. The Borrower/s shall also permit similar inspection by officers of such other companies, banks, institutions or bodies as Bank may approve and intimate to the Borrower/s.
- 21.2. The Borrower/s shall also permit inspection of the Hypothecated Assets by the Bank either through any of its officials or by any third party as may be appointed by Bank in its sole discretion.
- 21.3. The Bank shall have the right to create charge over the Hypothecated Assets in favour of any bank, institution or body by way of security for any refinance facility or any loan availed of by Bank from such bank, institution or body. The Bank shall also have the right to transfer or assign the hypothecation over the Hypothecated Assets in favour of any bank, institution or body in connection with any sale or transfer of the Loan by Bank to them.
- 21.4. The Bank shall have the authority to make available any information contained in the Application Form and/or any document or paper or statement submitted to the Bank by or on behalf of the Borrower/s and/or pertaining or relating to the Borrower/s and/or the Loan including as to its repayment, conduct, to any rating or other agency or institution or body as Bank in its sole discretion may deem fit. The Bank shall also have the authority to seek and/or receive any information as it may deem fit in connection with the Loan and/or the Borrower/s from any source or Person or entity to whom the Borrower/s hereby authorizes to furnish such information.

**22. DISCLOSURE**

22.1. The Borrower/s hereby agrees as a pre-condition of the Loan given to the Borrower/s by the Bank that, in case the Borrower/s commits default in the repayment of the Outstanding Obligations or in the repayment of interest thereon or any of the agreed instalment of the Loan on Due Date(s), the Bank and/or the RBI will have an unqualified right to disclose or publish the Borrower/s's name as defaulter in such manner and through such medium as the Bank or RBI in their absolute discretion may think fit. Accordingly, the Bank shall have the right to furnish and publish the name of the Borrower/s (and its directors, as applicable) as defaulter to the RBI or other regulatory authority. Notwithstanding the above the Borrower/s understands that as a pre-condition relating to grant of the Loan to the Borrower/s the Bank requires the Borrower/s's consent for the disclosure by the Bank of information and data relating to the Borrower/s, of the Loan availed of/ to be availed by the Borrower/s, obligations assured/ to be assured by the Borrower/s in relation thereto and default, if any, committed by the Borrower/s in discharge thereof. Accordingly, the Borrower/s hereby agrees and gives consent for the disclosure by the Bank of all or any such:

- information and data relating to the Borrower/s;
  - the information or data relating to the Loan availed of/to be availed by the Borrower/s; and
  - default, if any, committed by the Borrower/s in discharge of such obligation as the Bank may deem appropriate and necessary to disclose and furnish to Credit Information Bureau (India) Limited and any other agency authorized in this behalf by RBI.
- 22.2. The Bank may disclose to a potential assignee or to any Person who may otherwise enter into contractual relations with the Bank in relation to this Agreement such information about the Borrower/s, as the Bank may deem appropriate.
- 22.3. The Borrower/s confirms that the Bank may for the purposes of credit reference checks, verification, etc., disclose any information/documents relating to the Borrower/s under this Agreement to any third party.
- 22.4. The Borrower/s further authorizes the Bank to disclose such information/documents to RBI, income tax authorities, credit bureau, third parties, credit rating agencies, databanks, corporates, other banks, financial institutions or any other Government or regulatory authorities, statutory authorities, quasi judicial authorities.
- 22.5. The Borrower understands and agrees that the Bank shall have the right to perform regular audits to

identify Early Warning Signals (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. If an audit report is inconclusive or delayed due to lack of cooperation from the Borrower, the Bank will determine the Account's status as fraudulent or otherwise based on available records and its own internal investigation.

22.6 The Bank shall also take cognizance of Wilful Defaulters who have defaulted in meeting their repayment obligations and report such accounts to Credit Information Companies (CICs). Under no circumstances shall the Bank renew/enhance/provide fresh credit facilities or restructure existing facilities provided to a borrower whose name remains in the List of Wilful Defaulters (LWD). The terms "Wilful Defaulters" and "List of Wilful Defaulters" shall have the meaning as assigned to the terms in Master Direction on Treatment of Wilful Defaulters and Large Defaulters.

22.7 The Borrower hereby agrees and declares that it shall not induct a person whose name appears in the List of Wilful 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 as a person 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 the board or from being in charge of its management. List of Wilful Defaulters" shall have the meaning assigned to the term in RBI Master Direction on Treatment of Wilful Defaulters and Large Defaulters dated 30 July, 2024.

22.8 Clause of loan agreement relating to engagement of recovery agents - Borrower(s) agree and acknowledge that the Bank shall be entitled, at its discretion, to engage/avail services of any person/third party service provider/agent/agency for anything required to be done for in relation/pursuant to the loan, including sending reminders, follow-up for payment of any outstanding amount on the loan account, by post, fax, call, email, SMS, etc, collections, recovery of dues, enforcement of security, getting or verifying any information of the borrower(s)/assets and any necessary or incidental lawful acts/deeds/matters and things connected thereto, as the Bank may deem fit. Any third party so appointed shall unconditionally adhere to Bank's directions/codes and Indian Banks Association's (IBA) code of conduct on debt collection.

**23. ASSIGNMENT/SECURITISATION/TRANSFER**

The Bank reserves the right to assign/sell/secure/transfer/novate the Loan with or without security, if any, in any manner by transferring and/or assigning or otherwise (at the cost of the Borrower/s) all its right, title and interest which the Bank deems appropriate and the Borrower/s hereby expressly agrees that in that event, the Bank is not required to obtain any permission or put the Borrower/s to any notice and the Borrower/s will recognise the new lender as the new/additional creditor. The Borrower shall not transfer or assign, in any manner, its rights or obligations under this Agreement.

**24. INDEMNIFICATION**

The Borrower/s and the Guarantor/s jointly and severally undertakes to indemnify and keep the Bank and its officers/employees fully indemnified and harmless from and against all forms of losses caused to the Bank, including but not limited to all costs, expenses, taxes and other costs incurred by the Bank in relation to this Loan, as a result of action/inaction of the Borrower/s, including as a result of third party claims or claims from regulators or investment authorities. The Borrower/s and/or Guarantor/s undertakes to, immediately upon the occurrence of the loss caused to the Bank, pay to the Bank any amount on this account without any demur, reservation, contest, protest whatsoever. The indemnity shall survive any termination/expiration of the Agreement.

**25. APPROPRIATION OF PAYMENTS**

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;
- (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 realised by the Bank by enforcement of Security or otherwise, towards the outstanding dues under the Loan 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.

**26. SERVICE OF NOTICE**

26.1 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 I or in any Transaction Document (in case of the Borrower/Guarantor, on the address of the Borrower/Guarantor 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/Guarantor, 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/Guarantor 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/Guarantor in the Application Form, upon sending such electronic mail/SMS/WhatsApp; and
- c. If given by the Borrower/Guarantor to the Bank, when it is actually received by the Bank.
- d. The addresses/contact details of the Parties (for the purposes of clause 28 as well) shall be as mentioned under Schedule I hereunder or in any Transaction Documents. In the event of any change in the address/contact details, the Borrower/Guarantor shall within 07 (seven) days of such change, inform the Bank in writing of the change in its address/contact details.

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

26.3 The Borrower unconditionally and irrevocably authorises 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 unauthorised 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.

**27. SEVERABILITY**

The Clauses of the Agreement and the Sub-clauses are severable and any illegality, invalidity or irregularity, inconsistency or repugnancy of any Clause or any Sub-clause shall not in any way affect the legality, validity or regularity of any other Clause or any Sub-clause.

**28. 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 <https://bandhan.bank.in/> 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 judicial 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.

**29. MISCELLANEOUS**

29.1 The Borrower/s agrees/confirms as follows:

- (a) That the terms and conditions and all the covenants and details of Schedule I hereunder shall be read and construed as part and parcel of these presents.
- (b) That the Bank will have all powers incidental to and necessary for the realization of its security.
- (c) The Borrower/s shall also provide a suitable third party guarantee as and when required and also if so stipulated in the Sanction Letter. In case the Loan is backed by guarantee, the Guarantor would be liable under the guarantee deed as a principal debtor and will be jointly and severally liable with the Borrower/s.
- (d) The Bank shall have the right of lien and set off against any of the balances in the account of the Borrower/s towards repayment of the Outstanding Obligation under this Agreement and/or under the law.
- (e) The Borrower/s acknowledge that the circular on the Prudential Framework for Resolution of Stressed Assets requires the lenders/banks 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 is 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 reflects 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, 2021, and full dues are not received before the lending institution runs the day-end process for this date, the date of overdue shall be March 31, 2021 and this account shall get tagged as SMA-0 upon running day-end process on March 31, 2021. If it continues to remain overdue, then this account shall get tagged as SMA-1 upon running day-end process on April 30, 2021 i.e. upon completion of 30 days of being continuously overdue. Accordingly, the date of SMA-1 classification for that account shall be April 30, 2021. Similarly, if the account continues to remain overdue, it shall get tagged as SMA-2 upon running day-end process on May 30, 2021 and if continues to remain overdue further, it shall get classified as NPA upon running day-end process on June 29, 2021.

- (f) That the Borrower/s shall pay on demand to the Bank costs (between attorney and client) incurred by them or any of them in connection with the preparation, engrossment and stamping of the counterparts and execution of this Agreement and all other costs incurred or to be incurred by the Bank or any of them in connection herewith or with the enforcement or attempted enforcement of the security hereby created or the protection of defense or perfection thereof or for the recovery of any moneys and of all suits and proceedings of whatsoever nature for the enforcement or realisation of the security.
- (g) That nothing herein contained shall operate or be deemed to prejudice the Bank's rights or remedies in respect of any present or future securities, guarantee, obligation or decree for any indebtedness or liability of the Borrower/s to the Bank.
- (h) IN WITNESS WHEREOF the Party/ies has/have set his/her/their hand/s to these presents on this day and year stated hereunder.

**30. Grievance Redressal Mechanism**

For redressal of any grievance arising out of this Agreement, the Borrower and/or Guarantor (may adopt the redressal mechanism laid down in the grievance redressal policy of the Bank which is uploaded on the Bank's website <https://bandhan.bank.in/>, and/or may:

- a. Walking in to the nearest branch of the Bank;
- b. Calling Customer Helpline Number: 1800-258-8181 (Toll Free), Email: [customercare@bandhanbank.com](mailto:customercare@bandhanbank.com);
- c. Contact Customer Grievance Cell at our Head Office (Details on Helpline Numbers and Grievance Cell available on <https://bandhan.bank.in/>).

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 पढ़कर समझा दिया गया है। और इन दस्तावेजों को समझने के बाद मैंने उन पर हस्ताक्षर किए हैं, और उन पर हस्ताक्षर करके एतद्वारा मैं ऋण के समग्री नियमों 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 आनुषंगिक दस्तऐवजातील माहिती, मला समजण्याच्या भाषेत वाचून दाखविण्यात आली आहे आणि स्पष्ट करून सांगण्यात आली आहे आणि मला ते दस्तऐवज समजल्यानंतरची त्यावर स्वाक्षरी केली आहे आणि त्यावर 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/ લખાણું ઠુંજાણું 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 ઢ્ઠારા લોનના બધા જ નિયમો અને શરતો તેમ જ ધારાઓનું પાલન કરવા સહમત થાઉં છું.		
Bengali	বন্ধন ব্যাঙ্ক লিমিটেড থেকে লোন ভোগে করতে আমার জানা ভাষায় লোন দস্তাবেজ এবং অন্য সব আনুষঙ্গিক 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 ಬಂದಣ ಬ್ಯಾಂಕ್ ಲಿಮಿಟೆಡ್ ನಿಂದ ಸಾಲ ಪಡೆದುಕೊಳ್ಳುವುದಕ್ಕೆ ಸಂಬಂಧಿಸಿದ ಎಲ್ಲಾ ದಸ್ತಾವೇಜುಗಳು ಮತ್ತು ಇತರ ದಸ್ತಾವೇಜುಗಳ ವಿಷಯಗಳನ್ನು ನನಗೆ ತಿಳಿದಿರುವ ಭಾಷೆಯಲ್ಲಿ ಓದಿ ಹೇಳಲಾಗಿದೆ ಮತ್ತು ವಿವರಿಸಲಾಗಿದೆ ಮತ್ತು ಅವನ್ನು ತಿಳಿದುಕೊಂಡ ನಂತರವೇ ನಾನು ಆ ದಸ್ತಾವೇಜುಗಳಿಗೆ ಸಹಿ ಮಾಡಿದ್ದೇನೆ ಮತ್ತು ಅವುಗಳಿಗೆ ಸಹಿ ಮಾಡುವ ಮೂಲಕ ಸಾಲದ ಎಲ್ಲಾ ನಿಯಮ ಮತ್ತು ವಿಬಂಧನಗಳನ್ನು ಮತ್ತು ಅವುಗಳ ಉಪ ನಿಯಮಗಳನ್ನು ಸಾಲಿಸಲು ನಾನು ಈ ಮೂಲಕ ಒಪ್ಪಿಕೊಳ್ಳುತ್ತೇನೆ		
Punjabi	ਰਿਣ ਦਸਤਾਵੇਜ਼ਾਂ ਅਤੇ ਬੰਧਨ ਬੈਂਕ ਲਿਮਿਟਿਡ ਤੋਂ ਰਿਣ ਪ੍ਰਾਪਤ ਕਰਨ ਨਾਲ ਜੇ ਹੋਰ ਸਾਰੇ ਦਸਤਾਵੇਜ਼ਾਂ ਦਾ ਵੇਰਵਾ ਮੇਰੀ ਸਮਝ ਵਾਲੀ ਭਾਸ਼ਾ ਵਿੱਚ ਪੜ੍ਹਕੇ ਮੈਨੂੰ ਸੁਣਾਇਆ ਅਤੇ ਸਮਝਾਇਆ ਗਿਆ ਹੈ ਅਤੇ ਮੈਂ ਦੱਸੇ ਦਸਤਾਵੇਜ਼ਾਂ 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।		
Odia	ବନ୍ଧନ ବ୍ୟାଙ୍କ ଲିମିଟେଡ୍ ଲୋଡ଼ ପାଇବା ପାଇଁ ଲୋଡ଼ ଦସ୍ତାବିଜ୍ ଦେଖିବାକୁ ଓ ଲୋଡ଼ ପ୍ରାପ୍ତି ପାଇଁ ପରବର୍ତ୍ତୀ ଅନ୍ୟ ସମସ୍ତ ଦସ୍ତାବିଜ୍ ଦେଖିବାକୁ ମୋତେ ପଢ଼ି ଶୁଣା ଯାଇଛି ଏବଂ ମୋତେ ଜଣା ଥିବା ଗୁଣାରେ ବୁଝାଯାଇଛି, ମୁଁ ଗୁଣାକୁ ବୁଝିବା ପରେ ଉକ୍ତ ଦସ୍ତାବିଜ୍ ଦେଖିବାକୁ ସମ୍ମତ ହେଉଛି ଏବଂ ସମସ୍ତ ଦସ୍ତାବିଜ୍ ଦେଖିବା ସହିତ ମୁଁ ଲୋଡ଼ ଦେବାକୁ ସ୍ୱୀକାର କରୁଛି ଏବଂ ଲୋଡ଼ ପାଇବା ପାଇଁ ସମସ୍ତ ପ୍ରକାର କରୁଛି ।		
Telugu	బంధన బ్యాంక్ లిమిటెడ్ నుంచి రుణం పొందడానికి రుణ పత్రాలు మరియు సంబంధిత ఇతర పత్రాల్లోని విషయాలన్నింటినీ నాకు తెలిసిన భాషలో నేను చదివాను మరియు నాకు వివరించారు మరియు వీటిని అర్థం చేసుకున్న తరువాత సడరు పత్రాలపై నేను సంతకం చేశాను మరియు వీటిపై సంతకం చేయడం ద్వారా రుణం యొక్క నియమ నిబంధనలన్నీ మరియు వాటి క్లాసులకు కట్టుబడివుండడానికి నేను ఇందు మూలంగా అంగీకరిస్తున్నాను.		
Malayalam	ബന്ധന ബ్యాంക് ലിമിറ്റഡ് ലിമിറ്റഡ് നീന് വായ്പ എടുക്കുന്നതിനുള്ള വായ്പ രേഖകളും അതോടൊപ്പമുള്ള മറ്റു രേഖകളും എനിക്ക് വായിച്ചു തിരികയും എനിക്ക് മനസ്സിലാക്കുന്ന ഭാഷയില് വീശരിക്കരിച്ചു തിരികയും അവ മനസ്സിലാക്കിയ ശേഷം ഞാൻ ഈ രേഖകളിൽ ഒപ്പുവയ്ക്കുകയും ഇതിൽ ഒപ്പുവയ്ക്കുന്നതിലൂടെ വായ്പയുടെ എല്ലാ നിബന്ധനകളും ഉപാധികളും അവയിലെ 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 நிர்பந்தனைகளையும் மற்றும் அதிலுள்ள உப பிரிவுகளையும் கடைப்பிடிப்பேன் என்று ஒப்புதல் அளிக்கிறேன்.		
Assamese	বন্ধন বেঙ্ক লিমিটেড -ৰ লোন উল্লেখিত থকা তথা ইয়াৰ পৰা লোন লওঁতে প্ৰয়োজন পৰা অন্যান্য সকলো উল্লেখিত থকা কথাখিনি মোক পঢ়ি শুনোৱা হৈছে আৰু মই বুজি পোৱা ভাষাত মোক বুজাই দিয়া হৈছে, আৰু উক্ত উল্লেখিত সকলো সমূহত মই চহী কৰিছো সেইবিলাক বুজি পোৱাৰ পিছতহে তথা সেইবিলাকত চহী কৰি মই লোন সংক্ৰান্ত সকলো নিয়ম আৰু চৰ্ত তথা তাৰ দফাসমূহ মানি চলিবলৈ ইয়াৰ দ্বাৰাই সন্মত 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 करुन 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 جانے والی زبان میں پڑھ لیا گیا ہے اور وضاحت کردی گئی ہے اور انہیں سمجھنے کے بعد میں نے مذکورہ بالا دستاویزات پر دستخط کر دیئے ہیں اور اس پر دستخط کر کے میں یہاں اس بات سے راضی ہوں کہ میں لون کی تمام شرطوں اور ضابطوں اور اس کی تمام دفعات کی پابندی کروں گا۔		

IN WITNESS WHEREOF the Parties have set his/their hand(s) to these presents on this the day and year stated hereunder.

To be used in case the Borrower is a <b>Proprietorship Concern</b>	SIGNED & DELIVERED By the Borrower Shri _____ As Sole Proprietor of M/s _____
To be used in case the Borrower is an Individual	SIGNED & DELIVERED By the Borrower Shri _____
To be used in case the Borrower is a <b>Partnership Firm</b>	SIGNED & DELIVERED By the Borrower 1. _____ 2. _____ For and on behalf of M/s _____
To be used in case the Borrower is a <b>Company</b>	SIGNED, SEALED & DELIVERED For and on behalf of M/s _____ The common Seal of the above mentioned Borrower has been hereunto affixed pursuant to the resolution of its Board of Directors Passed in that Behalf on the _____ Day of _____ 20 _____ in the presence of 1. _____ 2. _____
To be used in case the Borrower is a <b>Society/Trust</b>	SIGNED & DELIVERED By the Borrower M/s _____ Through its authorised signatory Shri _____ Pursuant to the resolution passed at its meeting held on the ____ Day of ____ 20 ____ in the presence of 1. _____ 2. _____
<b>Guarantor/s</b>	SIGNED & DELIVERED By the Guarantor 1. _____ 2. _____

**For the Bank**

Signed and delivered by

BANDHAN Bank Ltd. By the hand of its authorised signatory:

Mr/Ms \_\_\_\_\_

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

Date: \_\_\_\_\_

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**SCHEDULE-I TO LOAN CUM HYPOTHECATION AGREEMENT**

<b>Date of Agreement</b>		<b>Place of Agreement</b>	
Bank's Concern Branch		Purpose: (Purchase of New CV/CE/Refinance/ Repurchase of CV/CE/Internal/External BT/ CV/CE DOD)	
<b>Borrower Details:</b>			
Name			
Address			
Constitution			
Age			
Email ID and Phone Number			
<b>Co-Borrower Details:</b>			
1.	Name		
	Address		
	Constitution		
	Age		
	Email ID and Phone Number		
2.	Name		
	Address		
	Constitution		
	Age		
	Email ID and Phone Number		
3.	Name		
	Address		
	Constitution		
	Age		
	Email ID and Phone Number		
<b>Guarantor Details:</b>			
1.	Name		
	Address		
	Constitution		
	Age		
	Email ID and Phone Number		
2.	Name		
	Address		
	Constitution		
	Age		
	Email ID and Phone Number		
3.	Name		
	Address		
	Constitution		
	Age		
	Email ID and Phone Number		

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**LOAN DETAILS**

Aggregate Loan Amount (including cross sell, if any)	₹	(Break up of aggregate Loan amount (excluding cross sell, if any) is given below in "Table 1 - Part of Schedule-I to Loan cum Hypothecation Agreement)
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**Cross Sell Details (If any; else mark NA):**

Motor Insurance	₹
Life Insurance	₹
Health Insurance	₹

**CHARGES**

Processing Fees	₹	Stamp Duty Charges	At Actuals
Valuation Charges (Paid to valuator vendor)	₹500 to ₹1,000 per vehicle	ROC charge creation fees (only for company cases)	₹2,500
Swap Charges	₹500 per transaction	Loan Cancellation Charges	₹2,000 per loan
Part Payment Charges	2% of Part Payment Amount	Legal Charges	At actuals
Repossession Charges (Paid to repo vendor)	₹5000 to ₹40,000	Parking Yard Charges (paid to vendor)	₹200 to ₹1,000 per day
Foreclosure or Pre-closure Charges	5% of Principal Outstanding No foreclosure charges will be levied on loan amount of up to ₹50 lakh (having fixed ROI) availed by Borrower, provided the Borrower has submitted a valid MSME certificate of the latest financial year.		

- Note:
- GST will be applicable on the above-mentioned charges.
  - In the event of Loan cancellation, interest charges from disbursement date till refund of disbursement amount will be borne by the Borrower.
  - Processing Fee and Stamp Duty are non-refundable charges, and would not be waived/refunded in case of Loan cancellation.

Name & Signature	Name & Signature	Name & Signature
(Applicant) Date: Place:	(Co-applicant 1) Date: Place:	(Guarantor 1) Date: Place:
	Name & Signature	Name & Signature
	(Co-applicant 2) Date: Place:	(Guarantor 2) Date: Place:
	Name & Signature	Name & Signature
	(Co-applicant 3) Date: Place:	(Guarantor 3) Date: Place:

In case of companies, common seal to be affixed in accordance with the AOA/MOA. In case of partnership firms, authorised partner to sign. In case of sole proprietary concerns, sole proprietor to sign.

(Table 1 - Part of Schedule-I to Loan cum Hypothecation Agreement)

Details of Assets Hypothecated					
Loan disbursed/to be disbursed for each unit					
Number of Units					
Loan disbursed/to be disbursed for each unit x No. of units					
New/Used					
Make and Model & Year of Manufacturing of the Asset					
Asset Cost					
Loan Tenure incl. Moratorium (In months)					
Moratorium (In days)					
No. of Instalments (Excluding Moratorium) (In months)					
Rate of Interest (ROI) (% per annum)					
EMI Scheme (Arrears/Advance)					
Mode of Payment (SI/NACH)					
EMI Amount					
Due Date	From				
	To				
Regn./Serial Number: Engine Number: Chassis Number: *for new Asset, details would be shared with the Bank separately as Post Disbursement Documents, which shall be deemed to be a part of this Agreement					
Age of the Asset					
Valuation Amount					
Insurance Declared Value (IDV)					
Name of Dealer/OEM/Borrower/Seller					
Address of Dealer/OEM/Borrower/Seller					
Bank Account Number					
Name and Address of the branch of the bank where account is held					

(Table 1 - Part of Schedule-I to Loan cum Hypothecation Agreement)

Details of Assets Hypothecated					
Loan disbursed/to be disbursed for each unit					
Number of Units					
Loan disbursed/to be disbursed for each unit x No. of units					
New/Used					
Make and Model & Year of Manufacturing of the Asset					
Asset Cost					
Loan Tenure incl. Moratorium (In months)					
Moratorium (In days)					
No. of Instalments (Excluding Moratorium) (In months)					
Rate of Interest (ROI) (% per annum)					
EMI Scheme (Arrears/Advance)					
Mode of Payment (SI/NACH)					
EMI Amount					
Due Date	From				
	To				
Regn./Serial Number: Engine Number: Chassis Number: *for new Asset, details would be shared with the Bank separately as Post Disbursement Documents, which shall be deemed to be a part of this Agreement					
Age of the Asset					
Valuation Amount					
Insurance Declared Value (IDV)					
Name of Dealer/OEM/Borrower/Seller					
Address of Dealer/OEM/Borrower/Seller					
Bank Account Number					
Name and Address of the branch of the bank where account is held					

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Make and Model & Year of Manufacturing of the Asset					
Asset Cost					
Loan Tenure incl. Moratorium (In months)					
Moratorium (In days)					
No. of Instalments (Excluding Moratorium) (In months)					
Rate of Interest (ROI) (% per annum)					
EMI Scheme (Arrears/Advance)					
Mode of Payment (SI/NACH)					
EMI Amount					
Due Date	From				
	To				
Regn./Serial Number: Engine Number: Chassis Number: *for new Asset, details would be shared with the Bank separately as Post Disbursement Documents, which shall be deemed to be a part of this Agreement					
Age of the Asset					
Valuation Amount					
Insurance Declared Value (IDV)					
Name of Dealer/OEM/Borrower/Seller					
Address of Dealer/OEM/Borrower/Seller					
Bank Account Number					
Name and Address of the branch of the bank where account is held					

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Asset Cost					
Loan Tenure incl. Moratorium (In months)					
Moratorium (In days)					
No. of Instalments (Excluding Moratorium) (In months)					
Rate of Interest (ROI) (% per annum)					
EMI Scheme (Arrears/Advance)					
Mode of Payment (SI/NACH)					
EMI Amount					
Due Date	From				
	To				
Regn./Serial Number: Engine Number: Chassis Number: *for new Asset, details would be shared with the Bank separately as Post Disbursement Documents, which shall be deemed to be a part of this Agreement					
Age of the Asset					
Valuation Amount					
Insurance Declared Value (IDV)					
Name of Dealer/OEM/Borrower/Seller					
Address of Dealer/OEM/Borrower/Seller					
Bank Account Number					
Name and Address of the branch of the bank where account is held					

Description of Asset

Goods and Services Tax (GST) will be charged extra as per the applicable rates, on all the charges and fees (wherever GST is applicable)

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

Bank copy

Co-Borrower II \_\_\_\_\_

Co-Borrower I \_\_\_\_\_

Co-Borrower \_\_\_\_\_

Note: The Outstanding Obligation shall be payable/repayable by the applicants/s to BANDHAN BANK LTD. As per the aforementioned schedule notwithstanding the date/s of disbursement by BANDHAN BANK LTD. To the person/s as mentioned above.

## IRREVOCABLE POWER OF ATTORNEY

TO WHOMSOEVER IT MAY CONCERN \_\_\_\_\_ son/daughter/wife of

\_\_\_\_\_ residing at \_\_\_\_\_

\_\_\_\_\_ (hereinafter called "the Borrower", which expression shall

include his/her heirs, executors, administrators, legal representatives and permitted assigns)

OR

M/s. \_\_\_\_\_ a company incorporated under the Companies Act, 1956/2013, and having its registered office

at \_\_\_\_\_ (hereinafter

called "the Borrower", which expression shall include its successors and permitted assigns)

OR

M/s. \_\_\_\_\_ a partnership firm having its principal place of business at

\_\_\_\_\_ and constituted by and between Mr/Mrs/Ms \_\_\_\_\_

\_\_\_\_\_ (hereinafter called "the Borrower", which expression shall be deemed to mean and include each partner's/heirs, executors, administrators, legal

representatives is a company its successors and permitted assigns):

## WHEREAS:

- A Bandhan Bank Limited, a company incorporated under the provisions of Companies Act, 2013 and a banking company within the meaning of the Banking Regulation Act, 1949, and having its registered office at DN-32, Sector -V, Salt lake City, Kolkata-700091 and corporate office at Floors 12-14, Adventz Infinity@5, Sector V, Salt Lake City, Kolkata – 700091 and having inter-alia a branch at (hereinafter referred to as "the Bank") at the request of the Borrower and the Guarantor(s) as specified in an Loan cum Hypothecation Agreement, dated \_\_\_\_\_, ("the Agreement") has granted/agreed to grant a sum of ₹ \_\_\_\_\_ (Rupees \_\_\_\_\_) as Loan to the Borrower for acquiring the assets more particularly described in the Schedule hereunder written ("the said Asset")
- B Pursuant to the terms and conditions of the Agreement, the Borrower has agreed to hypothecate to and charge in favour of the Bank by way of first and exclusive charge the said Asset more particularly described hereunder.
- C In consideration of the Bank sanctioning the loan as per the terms and conditions of the Agreement, and to further assure and enable the Bank to carry out the terms and conditions of the Agreement thereof I/We do hereby execute an irrevocable power of Attorney in favour of the Bank to do the following acts and on behalf of me/us, the Borrower.

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

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

IN WITNESS WHEREOF I/We hereunto set my/our hands at \_\_\_\_\_ (place)

this \_\_\_\_\_ day of \_\_\_\_\_

Guarantor

Co-Borrower II

Co-Borrower I

Co-Borrower

**SCHEDULE**  
(Description of Asset)

(Model)

Year

(Particulars of the Asset)

Purchased by me/us pursuant to a loan granted to me/us by the Bank under the Asset Loan-cum-Hypothecation Agreement dated \_\_\_\_\_ between me/us and the Bank.

SIGNED AND DELIVERED by the said above named Borrower



Date \_\_\_\_\_

NAME: \_\_\_\_\_

(Signature of Borrower)

In case of partnership firms, trust/societies authorised partners to sign.

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

In case of companies, a common seal to be affixed in accordance with the Articles. In the presence of WITNESSES:

Name	Address	Signature
1. _____	_____ _____ _____	<div style="border: 1px solid black; height: 40px; width: 100%;"></div>
2. _____	_____ _____ _____	<div style="border: 1px solid black; height: 40px; width: 100%;"></div>
3. _____	_____ _____ _____	<div style="border: 1px solid black; height: 40px; width: 100%;"></div>

**ADDENDUM TO THE LOAN CUM HYPOTHECATION AGREEMENT AND POA**

Please refer to the Loan cum Hypothecation Agreement dated \_\_\_\_\_ and the Power of Attorney dated \_\_\_\_\_ ("said Documents"), executed by me/us with regard to the Vehicle Loan sanctioned by the Bank.

Since the vehicle which is hypothecated to the Bank was yet to be purchased and registered with the appropriate authority at the time of execution of the said Documents it was stipulated that the particulars of the assets shall be intimated to the Bank in writing, as an addendum to the said Documents, with all the relevant particulars of the assets including the registration details of the assets as may be applicable and also that upon furnishing of such intimation in writing, the same shall form part of the Schedule attached to the said Documents and that such an intimation shall be deemed to have been incorporated in the said Documents.

Accordingly, the vehicle/Hypothecated Asset(s) has since been purchased and registered with the appropriate authority, we do hereby submit the detailed particulars of the vehicle(s) being the Hypothecated Asset(s) hereunder. I/We confirm that this addendum shall form part of the Schedule attached to the said Documents and deemed to have been incorporated in the said documents from the date of execution thereof.

**DETAILS OF THE VEHICLE(S) HYPOTHECATED TO THE BANK**

Reg. No.	
Reg. Date	
Chassis No.	
Engine No:	
Model:	
Make:	
Manufacturer:	
Mfg. Date:	
Supplier/Agency:	
Insured Amount:	
Premium Payable:	

Signed and Delivered by the below named Borrower/s, this Addendum to Loan cum Hypothecation Agreement and POA on this the \_\_\_\_\_ day of \_\_\_\_\_ (month), 20\_\_\_\_ at \_\_\_\_\_ (Place).

Name of Borrower(s): \_\_\_\_\_ (Sign.) X \_\_\_\_\_

1) Name of Co-Borrower(s)\*: \_\_\_\_\_ (Sign.) X \_\_\_\_\_

2) Name of Co-Borrower(s)\*: \_\_\_\_\_ (Sign.) X \_\_\_\_\_

\_\_\_\_\_ (Sign.) X \_\_\_\_\_

\*Affix the common seal of the company wherever required.  
To be stamped as a Guarantee

**DEED OF GUARANTEE**

THIS DEED OF GUARANTEE executed at \_\_\_\_\_ on \_\_\_\_\_ by \_\_\_\_\_ aged about \_\_\_\_\_ years son/daughter of \_\_\_\_\_ residing at \_\_\_\_\_  
 \_\_\_\_\_/OR/a Company incorporated and registered under the Companies Act, 1976 and having Registered Office at \_\_\_\_\_ through its authorized  
 signatory \_\_\_\_\_ OR a partnership firm, carrying on its partnership business under its authorized signatory \_\_\_\_\_//OR// a partnership firm, carrying on its partnership business under the partnership Act, 1932 and  
 having its office at \_\_\_\_\_ OR Shri. \_\_\_\_\_, a sole Proprietor of M/s. \_\_\_\_\_, a Proprietorship Concern having its office at \_\_\_\_\_  
 OR Shri. \_\_\_\_\_, on behalf of M/s. \_\_\_\_\_, a trust/society and registered under the \_\_\_\_\_ OR \_\_\_\_\_, a Joint and Hindu Undivided Family, through its  
 coparceners and all members (hereinafter referred to as the "Guarantor" which expression shall, unless it be repugnant to the subject or context thereof, include its successors and assigns and all persons deriving/claiming title  
 there under)

**IN FAVOUR OF**

BANDHAN Bank Ltd., a company incorporated under the provisions of Companies Act, 2013 and a banking company within the meaning of the Banking Regulation Act, 1949, and having its registered office at DN-32, Sector -V ,  
 Salt lake City ,Kolkata-700091 and corporate office at Floors 12-14, Adventz Infinity@5, Sector V, Salt Lake City, Kolkata – 700091 and among other places a branch at \_\_\_\_\_ (hereinafter referred to as the  
 "Bank" which expression shall, unless it be repugnant to the subject or context thereof, include its successors and assigns)

**WHEREAS**

- a) \_\_\_\_\_ (name of the Borrower) having his / her / its office at \_\_\_\_\_ (herein referred as the "Borrower") has requested the Bank to lend and advance  
 Credit Facilities aggregating to Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) (hereinafter referred to as "Credit Facility") for  
 the purpose of \_\_\_\_\_.
- b) The Bank has granted/agreed to grant/continue to grant the advance to the Borrower the said Credit Facility on the terms and conditions contained in the sanction letter ref. no. \_\_\_\_\_ dated \_\_\_\_\_  
 (hereinafter referred to as the "Sanction Letter") and the various documents obtained/to be obtained entered into between the Borrower and the Bank. (hereinafter referred to as the "Facility Documentation")
- c) One of the terms on which the said Credit Facility was agreed to be granted by the Bank to the Borrower was that the said Credit Facility would, interalia, be secured by an unconditional and irrevocable guarantee of the  
 Guarantor, being these presents.
- d) The Guarantor, at the request of the Borrower and in consideration of the Bank having extended/agreed to extend/continue to extend the said credit facility to the Borrower on the representation of the Borrower, have  
 agreed to execute this Guarantee in favour of the Bank on the terms and in the manner hereinafter appearing.

**NOW THIS DEED WITNESSETH AS FOLLOWS:-**

In consideration of the Bank extending the Credit Facility to the Borrower, the Guarantor hereby unconditionally, absolutely and irrevocably guarantees to and agrees with the Bank as follows:

1. The Bank shall have the sole discretion (i) to make disbursements) and/or interim disbursement(s) out of the Credit Facility; and/or (ii) to lend and advance to the Borrower, the said Credit Facility at such time, on such  
 conditions and in such manner as the Bank may decide.
2. The Guarantor shall ensure that the Borrower shall duly and punctually repay the said Credit Facility together with all interest, liquidated damages, premium on prepayment or on redemption, costs, expenses and other  
 monies in accordance with the Facility Documentation and perform and comply with all the other terms, conditions and covenants contained in the said Facility Documentation.
3. In the event of any default on the part of the Borrower In payment/repayment or any of the monies referred to above, or in the event of any default on the part of the Borrower to comply with or perform any of the terms,  
 conditions and covenants contained in the Facility Documentation, the Guarantor unconditionally and irrevocably undertakes to pay the Bank forthwith on demand without protest or demur and without proof or condition  
 shall, upon demand, forthwith pay to the Bank all the amounts payable by the Borrower under the Facility Documentation together with interest at the rate mentioned below on the amounts so demanded from him in the  
 event of any delay in their making the payment to the Bank in terms of the notice of demanded from him in the event of any delay in their making the payment to the Bank in terms of the notice of demand issued on this  
 behalf by the Bank

Credit Facility (₹)	Rate of Interest

4. The Guarantor shall also indemnify and keep the Bank indemnified against all losses, damages, costs, claims and expenses whatsoever which the Bank may suffer, pay or incur by reason of or in connection with any such  
 default on the part of the Borrower including legal proceedings taken against the Borrower and/or the Guarantor for recovery of the monies due under the Facility Documentation.
5. The Guarantor agrees that without the concurrence of the Guarantor, the Bank shall be at liberty to vary, alter or modify the terms and conditions of the Facility Documentation and of the security documents executed  
 by the Borrower in favour of the Bank and in particular to defer, postpone or revise the repayment of the Credit Facility and/or payment of interest and other monies payable by the Borrower to the Bank on the Such terms  
 and/or payment of interest and other monies payable by the Borrower to the Bank on the such terms and conditions as may be considered necessary by the Bank including any increase in the rate of interest. The Bank shall  
 also be at liberty to absolutely dispense with or release all or any of the security/securities furnished or required to be furnished by the Borrower to the Bank to secure the said Credit Facility. The Guarantor agrees that the  
 liability under this Guarantee shall in no manner be affected by any such variations alterations, modifications, waiver, dispensation with or release of security, and that no further consent of the Guarantor is required for  
 giving effect to any such variation, alterations, modifications, waiver, dispensation with or release of security, and that no further consent of the Guarantor is required for giving effect to any such variation, alteration,  
 modification, waiver, dispensation with or release of security.
6. The Bank shall have full liberty, without notice to the Guarantor and without in any way affecting this Guarantee, to exercise at any time and in any manner any power or powers reserved to the Bank under the Facility  
 Documentation to enforce or forbear to enforce payment of the Credit Facility or any part thereof or interest or other monies due to the Bank from the Borrower or any of the remedies or securities available to the Bank,  
 to enter into any composition or compound with or to grant time or any other indulgence or facility to the Borrower AND the Guarantor shall not be released by the exercise by the Bank of their liberty In regard to the matters  
 referred to above or by any act or omission on the part of the Bank or by any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of so releasing the Guarantor  
 AND the Guarantor waives in favour of the B ank so far as may be necessary to give effect to any of the provisions of this Guarantee, all the suretyship and other rights which the Guarantor might otherwise be entitled to  
 enforce.
7. This Guarantee shall be enforceable against the Guarantor jointly and severally notwithstanding that any security or securities comprised in any instrument(s) executed or to be executed by the Borrower i n favour of the  
 Bank shall, at the time when the proceedings are taken against the Guarantor under the Guarantee be outstanding or unrealised or lost.
8. The Guarantor agrees and gives consent to the sale, mortgage on prior, pari-passu or first charge basis, release etc., of any of the assets by the Borrower from time to time as may be approved by the Bank or the transfer  
 of any of the assets of the Borrower from one unit to the other or to the release or lease out by the Bank any or whole of the assets charged to the Bank on such terms and conditions as the Bank may deem fit and this may  
 be treated as a standing and continuing consent for each and every individual act of transfer, mortgage, release or lease of any of the assets of the Borrower. The Guarantor declares and agrees that no separate consent for  
 each such transfer, mortgage, release or lease of any of such assets would be necessary in future.
9. The Guarantor agrees and declares that the Borrower will be free to avail of further loan or other facilities from the Bank or any other financial institution or Bank In addition to the Credit facility and/or to secure the same  
 during the subsistence of this Guarantee and in that event the Guarantee herein contained will not be affected or vitiated in any manner whatsoever but will remain in full force and effect and binding on the Guarantor.
10. The rights of the Bank against the Guarantor shall remain in full force and effect notwithstanding any arrangement which may be reached between the Bank and the other Guarantors/Borrower from liability and  
 notwithstanding that any time hereafter the other Guarantor may cease for any reason whatsoever to be liable to the Bank, the Bank shall be at liberty to require the performance by the Guarantor of their obligations  
 hereunder to the same extent in all respects as if the Guarantor had at all times been solely liable to perform the said obligations.
11. To give effect to this Guarantee, the Bank may act as though the Guarantor were the principal Borrower to the Bank for all payments guaranteed by him as aforesaid to the Bank.
12. The Guarantor declares and agrees that they have not received and shall not, without the prior consent in writing of the Bank receive any security or commission from the Borrower for giving this Guarantee so long as any  
 monies remain due and payable by the Borrower to the Bank under the Facility Documentation.

I/We confirm having read and understood the text contained on page no. 23 and 24 of this agreement.

\_\_\_\_\_  
**Guarantor-I**

\_\_\_\_\_  
**Guarantor-II**

13. The Guarantor agrees and confirms that the Bank shall be entitled to adjust appropriate or set-off all monies held by the Bank to the credit of or for the benefit of the Guarantor on any account or otherwise howsoever towards the discharge and satisfaction of the liability of the Guarantor under these presents.
14. The Guarantor shall not in the event of the insolvency of the Borrower prove in competition with the Bank in the insolvency proceedings.
15. A certificate in writing signed by a duly authorised official of the Bank shall be conclusive evidence against the Guarantor of the amount for the time being due to the Bank from the Borrower in any action or proceeding brought under this Guarantee against the Guarantor.
16. This Guarantee shall not be Wholly or partially satisfied or exhausted by any payments made to or settled with the Bank by the Borrower and shall be valid and binding on the Guarantor and operative until repayment in full of all monies due to the Bank under the Facility Documentation and the Bank issues a certificate in this regard.
17. This Guarantee shall be irrevocable and the obligations of the Guarantor hereunder shall not be conditional on the receipt of any prior notice by the Guarantor or by the Borrower and the demand or notice by the Bank as provided in this Guarantee hereof shall be sufficient notice to or demand on the Guarantor.
18. The liability of the Guarantor under this Guarantee shall not be affected by: -  
(i) any charge in the status of the Borrower by reason if he being declared insolvent; or (ii) any change in the constitution of the Bank/Guarantor.
19. This Guarantee shall be a continuing one and shall remain in full force and effect till such time the Borrower repays in full the said Credit Facility together with all interest, premium on prepayment or on redemption, costs, expenses and other monies that may from time to time become due and payable and remain unpaid to the Bank under the Facility Documentation.
20. The liability of the Guarantor hereunder shall be to the extent of ₹ \_\_\_\_\_ plus all interest, premium on prepayment or on redemption, costs, expenses and other monies payable by the Borrower to the Bank under the Facility Documentation or any other letter or deed. Should there be any excess drawings of the said Credit Facility by the Borrower over and above the initial limit sanctioned to the Borrower, for any reason whatsoever, the Guarantor shall be liable for the entire amount outstanding and the Guarantor expressly waive notice of such excess withdrawal.
21. Any demand for payment or notice under this Guarantee shall be sufficiently given if sent by post to or left at the last known address of the Guarantor or their heirs or executors or administrators as the case may be, and such demand or notice so made or given, and shall be assumed to have reached the addresses in the case of post, if given by post, and no period of limitation shall commence to run in favour of the Guarantor until after demand for payment in writing shall have been made or given as aforesaid and in proving such notice when sent by post it shall be sufficiently proved that the envelope containing the notice was posted and a certificate by any of the responsible officer of the Bank that to the best of his knowledge and belief, the envelope containing the said notice was so posted, shall be conclusive as against the Guarantor, even though it was returned unopened on account of refusal of the Guarantor or otherwise.
22. The liability of the Guarantor hereunder shall not be affected by any dispute between the Borrower and the Bank raised or pending before the Court, Tribunal or Arbitrators and the Guarantor shall remain liable under these presents notwithstanding any orders passed therein.

I/We Confirm having read and understood the text contained in page no. 25 and 26 this agreement.

\_\_\_\_\_  
Guarantor-I

\_\_\_\_\_  
Guarantor-II

23. The Guarantor shall not be entitled to the right conferred on sureties notwithstanding anything contained in sections 133, 134, 135, 139 and 141 of the Indian Contract Act, 1872.
24. The Guarantor agrees and declares that the rights and powers conferred on the Bank by these presents may be exercised against him/her/them jointly and/or severally at the discretion of the Bank.
25. The Guarantor shall not be discharged at any time till such time the Bank issues its discharge in writing.
26. For the purpose of this Deed, unless the context otherwise requires, singular shall include plural.
27. **Assignment and Transfer**  
The Bank shall have a right to sell or transfer (by way of assignment, securitisation or otherwise) whole or part of the Credit Facility and outstanding amounts under the Credit Facility or any other rights and obligations of the Bank under this Deed or any other document pursuant hereto to any person/entity in a manner or under or under such terms and conditions as the Bank may decide in its sole discretion without reference to or intimation to the Guarantor.  
The Guarantor expressly agrees, in the event of sale or transfer as aforesaid, to accept such person to whom the Credit Facility is sold or transferred as his lender and make the repayment of the Credit Facility to such person as may be directed by the Bank.  
The Guarantor shall not be entitled to directly or indirectly assign his rights or obligations under this Deed in part or in whole to any person.
28. The Guarantor agrees that any admission or acknowledgment in writing by the Borrower of the amount of indebtedness of the Borrower or otherwise as in relation to the subject matter of the guarantee, shall be binding on the Borrower or otherwise as in relation to the subject matter of the guarantee, shall be binding on the Guarantor and the Guarantor accepts the correctness of any statement of account served on the Borrower which is duly certified by the Bank and the same shall be binding and conclusive as against the Guarantor and the Guarantor further agrees that in making an acknowledgment or making a payment the Borrower shall be treated as the authorized agent of the Guarantor for the purpose of Indian Limitation Act, 1963.
29. The Guarantor agrees that the Bank shall not be bound to enquire into the powers of the Borrower and the Bank has powers against the Guarantor notwithstanding any security given or being given to the Bank may be void or defective.
30. Interest on the Credit Facility shall be computed and debited to the Loan Account taking the basis of 365 days a year.
31. **Arbitration:** All disputes or differences between the Parties hereto shall be resolved through mutual discussions. In case the Parties fail to resolve any dispute through mutual discussion, the same shall be referred to a single Arbitrator to be mutually appointed by the Parties hereto. Arbitration proceedings shall be conducted in accordance with the provisions of the Arbitration & Conciliation Act, 1996 and the rules made there under. The venue of Arbitration shall be at Mumbai, Maharashtra and the proceedings shall be conducted in English.  
The Guarantor hereby agree as a pre-condition of the grant of said credit facility/ies to the Borrower by the Bank, that in case the Borrower commits default in the repayment of the credit facility/ies or in the repayment of interest thereon or any of the agreed Instalment of the credit facility/ies on due date/s and on the Guarantor's refusal to comply with the demand from the Bank under this guarantee, pursuant to such default of the Borrower, the Bank or RBI will have an unqualified right to declare, disclose and/or publish the name or the names of the Guarantor and its directors/partners as willful defaulter in such manner and through such medium as the Bank or RBI in their absolute discretion may think fit.
32. The Guarantor hereby agrees that, the Guarantor is liable to be treated as a Willful defaulter in terms of the applicable RBI guidelines, in the event, the Bank/Bank makes a claim on the guarantor on account of the default made by the principal debtor, and the Guarantor refuses to comply with the demand made by the Bank/Bank, despite having sufficient means to make payment of the dues.
33. **CIBIL disclosure clause**  
The Guarantor understands that as a pre condition, relating to grant of the loans/advances/other non fund based Credit Facility to the Borrower and furnishing of guarantee in relation thereto, the Bank requires consent of the guarantor of the Credit Facility granted/to be granted by the Bank for the disclosure by the Bank of information relating to the Guarantor, obligations as assumed by the guarantor/s in relation to the Credit Facility availed by the Borrower and default, if any committed in discharge thereof.  
Accordingly, the Guarantor agrees and gives consent for the disclosure by the Bank of all or any such:  
  1. information and data relating to Guarantor.
  2. the Information or data relating to Guarantor's obligations in any credit facility granted/to be granted by the Bank and guaranteed by the Guarantor and
  3. default, if any committed by the Guarantor in discharge of Guarantor's obligation as the Bank may deem appropriate and necessary to disclose and furnish to Credit Information Bureau (India) Ltd. and any other agency authorized in this behalf by RBI.
The Guarantor declares that the information and data furnished by the Guarantor to the Bank are true and correct.  
The Guarantor undertakes that -  
  1. The Credit Information Bureau (India) Ltd. 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
  2. The Credit Information Bureau (India) Ltd. and 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 RBI in this behalf.

I/We confirm having read and understood the text contained on page no. 27 and 28 of this agreement.

\_\_\_\_\_  
Guarantor-I

\_\_\_\_\_  
Guarantor-II

**SCHEDULE TO THE DEED OF GUARANTEE**

<p>To be used in case the Guarantor is a <b>Proprietorship Concern</b></p>	<p>SIGNED &amp; DELIVERED By the with named borrower Shri _____ As Sole Proprietor of M/s _____</p>
<p>To be used in case the Guarantor is an <b>Individual</b></p>	<p>SIGNED &amp; DELIVERED By the with named borrower Shri _____</p>
<p>To be used in case the Guarantor is a <b>Partnership Firm</b></p>	<p>SIGNED &amp; DELIVERED By the with named borrower 1. _____ 2. _____ For on behalf of M/s _____</p>
<p>To be used in case the Guarantor is a <b>Company</b></p>	<p>SIGNED, SEALED &amp; DELIVERED For and on behalf of M/s _____ The common Seal of the above mentioned Borrower has been hereinto affixed pursuant to the resolution of its Board of Directors Passed in that Behalf on the ____ Day of ____ 20 ____ in the presence of 1. _____ 2. _____</p>
<p>To be used in case the Guarantor is a <b>Society/Trust</b></p>	<p>SIGNED &amp; DELIVERED By the with named borrower M/s _____ Through its authorised signatory Shri _____ Pursuant to the resolution passed at its meeting held on the ____ Day of ____ 20 ____ in the presence of 1. _____ 2. _____</p>
<p>I/We confirm having read and understood the text contained on page no. 27 and 28 of this agreement.</p> <p>_____ <b>Guarantor-I</b> <span style="float: right;">_____ <b>Guarantor-II</b></span></p>	

**DISBURSEMENT REQUEST FORM**

To  
Loan Processing Unit  
Bandhan Bank

Dated : .....  
Place : .....

Total Cost of Consideration (in lakh)

Vehicle Value:  
Registration Value:  
Vehicle Insurance:  
Life Insurance:  
Other (Specify):  
Total Value:  
Mode of Disbursement:

Dear Sir/Madam ,

**Sub : Request for Disbursement of my Commercial Vehicle Loan/Construction Equipment**

I/We have been sanctioned a loan of ₹ \_\_\_\_\_ from your Bank for the purchase of Vehicle/Equipment Loan Asset Details \_\_\_\_\_

I/We request you to kindly disburse the amount of ₹ \_\_\_\_\_

I/We request you to issue DD/Transfer/RTGS/NEFT favouring details as mentioned below:

Sr. No.	Mode of Payment ( DD/NEFT/RTGS/Internal Transfer )	Beneficiary Account Details	Amount (in ₹)
		Total Disbursement Required	

I/We also request you to kindly deduct my EMI on \_\_\_\_\_ of every month commencing from \_\_\_\_/\_\_\_\_/20\_\_\_\_

**Information to Borrowers**

I/We are aware that, I/We need to pay PRE- EMI for the broken period even if my loan is fully disbursed .

- a) Interest on Loan shall commence from the disbursement demand draft/Transfer/RTGS/NEFT date
- b) Disbursement demand draft is to be collected within a day of disbursement DD/Transfer/RTGS/NEFT date, however subject to clearance of pending documents .
  - Broken period from the date of disbursement till the EMI cycle date .

Yours Faithfully,

Name of Borrower 1 : \_\_\_\_\_ (Sign.) X \_\_\_\_\_

Name of Borrower 2 : \_\_\_\_\_ (Sign.) X \_\_\_\_\_

Name of Borrower 3 : \_\_\_\_\_ (Sign.) X \_\_\_\_\_

**RECEIPT OF LOAN**

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

For Borrower \_\_\_\_\_

Signature \_\_\_\_\_

Name \_\_\_\_\_

Place \_\_\_\_\_

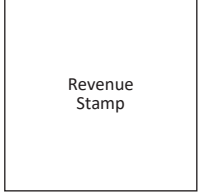
**DEMAND PROMISSORY NOTE**

₹ \_\_\_\_\_

ON DEMAND, I/We \_\_\_\_\_ promise to pay BANDHAN BANK LTD. or order, the sum  
₹ \_\_\_\_\_ (Rupees \_\_\_\_\_ only) together with interest from the date hereof, at \_\_\_\_\_ percent per annum or  
such other rate the Bank may fix from time to time, compounding and payable with \_\_\_\_\_ rests for value received.

Place \_\_\_\_\_

Date \_\_\_\_\_



Borrower

**JOINT & SEVERAL DEMAND PROMISSORY NOTE**

₹ \_\_\_\_\_

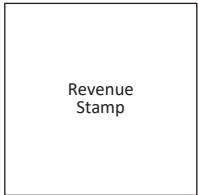
On Demand, We

- 1) \_\_\_\_\_
- 2) \_\_\_\_\_
- 3) \_\_\_\_\_
- 4) \_\_\_\_\_

Authorised Signatories of M/s \_\_\_\_\_ jointly and severally promise to pay BANDHAN BANK LTD. or order the sum of  
₹ \_\_\_\_\_ (Rupees \_\_\_\_\_ only) for value received along with interest at the rate of \_\_\_\_\_ percent per annum or such  
other rate as the Bank may fix from time to time, compounding and payable with \_\_\_\_\_ rests for value received.

Place \_\_\_\_\_

Date \_\_\_\_\_



Borrower

Bank copy

1. Borrower

Co-Borrower-I

Co-Borrower-II

**D.P. NOTE DELIVERY CUM WAIVER LETTER**

**BANDHAN BANK LTD.**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Dear Sir,

Please take delivery of the accompanying Demand Promissory Note dated \_\_\_\_\_ for ₹ \_\_\_\_\_ (Rupees \_\_\_\_\_  
**Only**) made by me/us in favour of BANDHAN BANK LTD.

I/We do hereby also waive my/our rights of the presentment of the aforesaid Demand Promissory Note. We further request you to note that we dispense with a notice of dishonour in terms of Section 98(a) of the Negotiable Instrument Act, 1881, and that in the event of payment not being made on demand by us, the BANDHAN Bank Ltd. is at liberty to give time for payment to us without discharging us from liability.

The said Demand Promissory Note shall operate as a continuing security to you to be enforceable for the repayment of the ultimate balance or all sums remaining unpaid under the Credit facility granted now or hereafter; and I/We are to remain liable on the said Demand Promissory Note notwithstanding the fact that by payment made into the Loan account from time to time, the Credit facility may from time to time be reduced or extinguished or even that the balance of the said account(s) may be at credit.

Place \_\_\_\_\_

Date \_\_\_\_\_

**Borrower**

DETAILS OF VEHICLE(S)/EQUIPMENT(S) FOR FINANCE

Sr. No.	Make and Model	Amount Financed in ₹	No. of EMI	No. of Adv. EMI	EMI Amount ₹	Due Date		Regn. No.	Engine No./ Machine No.	Chassis No.	Dealer/ Seller Name
						From	To				
1											
2											
3											
4											
5											
6											
7											
8											
9											
10											

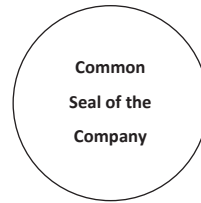
Mr./Ms./M/s. \_\_\_\_\_  
(Borrower) (Name)

Mr./Ms./M/s. \_\_\_\_\_  
(Co-Borrower-1) (Name)

Mr./Ms./M/s. \_\_\_\_\_  
(Co-Borrower-2) (Name)

Mr./Ms./M/s. \_\_\_\_\_  
(Guarantor) (Name)

Mr./Ms./M/s. \_\_\_\_\_  
(Bank Officer Name)



Signature \_\_\_\_\_

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Signature \_\_\_\_\_

BANDHAN Bank Ltd.  
Authorised Signatory

DETAILS OF ADDITIONAL COLLATERAL VEHICLE(S)/ EQUIPMENT(S)

Sr. No.	Make and Model	Registration No.	Engine No./Machine No.	Chassis No.	Year of Manufacture
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					

IN WITNESS WHEREOF THE PARTIES HERE TO HAVE SIGNED THE DAY, MONTH AND YEAR FIRST ABOVE WRITTEN

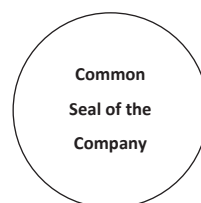
Mr./Ms./M/s. \_\_\_\_\_  
(Borrower) (Name)

Mr./Ms./M/s. \_\_\_\_\_  
(Co-Borrower-1) (Name)

Mr./Ms./M/s. \_\_\_\_\_  
(Co-Borrower-2) (Name)

Mr./Ms./M/s. \_\_\_\_\_  
(Guarantor) (Name)

Mr./Ms./M/s. \_\_\_\_\_  
(Bank Officer Name)



Signature \_\_\_\_\_

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Signature \_\_\_\_\_

BANDHAN Bank Ltd.  
Authorised Signatory

**PAYMENT REQUEST**

From  
(Borrower's Name & Address) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

To  
Bandhan Bank Ltd.  
DN-32, Sector -V , Salt lake City ,Kolkata-700091

Sir,  
Ref.: Loan Agreement No. \_\_\_\_\_

This has reference to my/our application for a loan to purchase a vehicle/asset (details mentioned hereinafter), I/We note that you have sanctioned the loan amount (details mentioned hereinafter) and pursuant to the sanction, I/We have also executed the necessary loan documents including power of attorney with you. The Co-borrower has also affixed his/her signature in the above loan agreement.

Since I/We intend buying the vehicle from the broker/dealer (details mentioned hereinafter) and I/We request you to make payment of the loan amount towards the funded portion of the value of the vehicle to the said broker/dealer, which shall be deemed to be payment made to me/us. Also I/We confirm that against the total value of the vehicle/asset. I/We have already paid our margin component/down payment along with applicable charges/fees/levies/taxes etc. directly to the said dealer/broker or through Bank and I/We would be submitting relevant proof for the same by way of margin money receipt(s) to the Bank.

**Loan Amount** : \_\_\_\_\_  
**Vehicle Details** : \_\_\_\_\_  
**Dealer/Broker Details** : \_\_\_\_\_

Thanking you,  
Yours truly,

\_\_\_\_\_  
**BORROWER**

\_\_\_\_\_  
**CO-BORROWER**

**DELIVERY CONFIRMATION LETTER**

From  
(Borrower's Name & Address) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date: \_\_\_\_\_

To,  
BANDHAN BANK LTD.  
DN-32, Sector -V , Salt lake City ,Kolkata-700091

I/We, \_\_\_\_\_ hereby acknowledge that I/We have taken delivery of below mentioned vehicle from the Dealer \_\_\_\_\_ and the said vehicle is in good order and condition, complete with all tools and accessories, having availed loan from Bandhan Bank Limited against hypothecation of the said vehicle under loan agreement (mentioned hereinafter) and in accordance with the terms and conditions contained therein. The purchase price has been paid through the loan obtained from Bandhan Bank Ltd.

I hereby confirm that the vehicle is duly registered with the Regional Transport office at \_\_\_\_\_ under the Motor Vehicle act.

**Vehicle Make and Model** : \_\_\_\_\_  
**Policy No.** : \_\_\_\_\_  
**Engine No.** : \_\_\_\_\_  
**Loan Agreement No.** : \_\_\_\_\_  
**Chassis No.** : \_\_\_\_\_  
**Loan Amount** : \_\_\_\_\_  
**Name & Address of the seller** : \_\_\_\_\_

Thanking you,  
Yours truly,

\_\_\_\_\_  
**BORROWER**

\_\_\_\_\_  
**CO-BORROWER**

**AUTHORISATION LETTER FOR CREDIT VERIFICATION**

Date: \_\_\_\_\_

To  
BANDHAN BANK LTD.  
DN-32, Sector –V, Salt Lake City, Kolkata-700091

**Ref: My/Our loan application to you for the purchase of a vehicle/asset**

In connection with my/our above application, I/We agree that you may, either by yourself or through your authorised person/s, lawyer/s and or through other agencies/credit bureaus,

- a) Take up such references and make such enquiries about me/us, as you may deem necessary
- b) Contact other NBFC(s)/Bank(s)/Financial Institution(s)/Employer(s) with whom I/We had/have dealings and obtain from them any and all information, credit reports etc about me/us, to determine my/our credit worthiness..

I/We also agree that you shall be free to provide any and all the information about me/us and details of financial facilities enjoyed by me/us with you, my/our repayment record with you and my/our credit worthiness, to other NBFC(s)/Bank(s)/Financial Institution(s) and Credit bureaus

**Loan Amount** : \_\_\_\_\_

**Vehicle/Asset Details** : \_\_\_\_\_

Thanking you,  
Yours truly,

\_\_\_\_\_  
**BORROWER**

\_\_\_\_\_  
**CO-BORROWER**

**REF : PAYMENT INSTRUCTION FOR VEHICLE(S)/EQUIPMENT(S) LOAN FOR BANDHAN BANK LTD**

Date: \_\_\_\_\_

The Manager  
BANDHAN BANK LTD.  
Branch \_\_\_\_\_

This is to request you to follow the specified payment instruction while disbursing the Vehicle(s)/ Equipment(s) Loan.

- 1) Please credit the Dealer Account  
Dealer Name: \_\_\_\_\_  
OR
- 2) Please issue a (Tick one) Managers Cheque or DD payable at \_\_\_\_\_ Favouring (Dealer Name) \_\_\_\_\_

I/We hereby request that full amount of the Vehicle(s)/Equipment's(s) loan after deducting the insurance premium and any charge applicable there from) that you agreed to grant to me for purchase of a \_\_\_\_\_ (TYPE OF VEHICLE(S)/EQUIPMENT(S)) be disbursed to the dealer whose name and address is given below ("that dealer")

Dealer Name : \_\_\_\_\_

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

I/We confirm that I/We have booked the above Vehicle(s)/Equipment(s) with such Dealer. I/We confirm that I/We be taking delivery of the due Vehicle(s)/ Equipment(s) from such Dealer.

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

I/We further confirm that you will have no responsibility or obligation whatsoever w respect to, and I/We shall be responsible to repay the Vehicle(s)/Equipment(s) loan in full accordance with its terms regardless of, any delay or nondelivery of the Vehicle(s)/Equipment(s) and defect, damage or other problems with the quality of such Vehicle(s) such Vehicle(s)/Equipment(s) or any matter whatsoever arising out of or relating to such Vehicle(s)/Equipment(s) or the use or application of the loan proceeds. Further, in case of any cancellation of the purchase of the above Vehicle(s)/Equipment(s), I/We further authorise and instruct the dealer to refund the booking money to you.

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

I/We will inform you as soon as I/We take delivery of the Vehicle(s)/Equipment(s).

Yours Sincerely,

Mr./Ms./M/s. \_\_\_\_\_  
(Borrower) (Name)

Signature \_\_\_\_\_

Mr./Ms./M/s. \_\_\_\_\_  
(Co-Borrower-1) (Name)

Signature \_\_\_\_\_

Mr./Ms./M/s. \_\_\_\_\_  
(Co-Borrower-2) (Name)

Signature \_\_\_\_\_



**INSURANCE UNDERTAKING**

Date: \_\_\_\_\_

**SUBJECT: INSURANCE UNDERTAKING FOR VEHICLE(S)/e Equipment(s) on Loan**

The Manager  
BANDHAN BANK LTD.

Dear Sir,

1. I wish & undertake to insure my Vehicle(s)/Equipment(s) with.
2. I am fully responsible for the Insurance of my Vehicle(s)/Equipments(s) and undertake to make sure that it is comprehensively insured at all times, and shall keep BANDHAN BANK LTD. indemnified of the same. Further, I will ensure that lien on my insurance policy is marked favouring BANDHAN BANK LTD till the loan is fully repaid.
3. I am fully aware that my BANDHAN BANK LTD Vehicle(s)/Equipments(s) loan repayment is independent of delivery/Insurance claim processing/state of my Vehicle(s)/Equipment(s).

Yours truly,

Mr./Ms./M/s. \_\_\_\_\_  
(Borrower) (Name)

Signature \_\_\_\_\_

Mr./Ms./M/s. \_\_\_\_\_  
(Co-Borrower-1) (Name)

Signature \_\_\_\_\_

Mr./Ms./M/s. \_\_\_\_\_  
(Co-Borrower-2) (Name)

Signature \_\_\_\_\_

**LETTER TO INSURANCE COMPANY**

Date: \_\_\_\_\_

From  
(Borrower's Name & Address) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

To,

Ref: Motor Policy No. \_\_\_\_\_ Covering Vehicle \_\_\_\_\_  
Vehicle Regn. No: \_\_\_\_\_ Loan Agreement No: \_\_\_\_\_

Please note that I/We have this day entered into a loan agreement with Bandhan Bank Ltd. Please make necessary endorsement in your policy noting the interest of Bandhan Bank Ltd., as Bank / Hypothecate under the loan agreement. Further I/We request you to kindly note the interest of their Bankers at their instructions.

I/We hereby authorise you, to pay all claims in respect of loss or damage to the above vehicle (which loss or damage is not made good by repair, reinstatement or replacement) to Bandhan Bank Ltd., as long as the Motor Vehicle stands hypothecated to Bandhan Bank Ltd., in terms of the above-cited loan agreement. Any refund available in respect of the above Policy may be paid to Bandhan Bank Ltd.

I/We hereby agree that the receipt given by them for such payment shall be a full and final discharge to yourselves in respect of such loss or damage.

Thanking you,

Yours truly,

BORROWER \_\_\_\_\_

CO-BORROWER \_\_\_\_\_

**REQUEST LETTER FOR INSURANCE RENEWAL**

From  
(Borrower's Name & Address) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date : \_\_\_/\_\_\_/\_\_\_

To,  
BANDHAN BANK LTD.  
DN-32, Sector -V, Salt Lake City, Kolkata-700091

Dear Sir,

Re: Vehicle Particulars: \_\_\_\_\_

I/We have today executed a Loan Agreement in your favour in respect of the aforementioned vehicle. I/We will keep the vehicle insured under a comprehensive policy covering all risks as specified in the loan agreement during the period of subsistence of the loan agreement, with an Insurance Company approved by you. If at any time I/We fail to effect or keep effective the said insurance policy by making default, you will be entitled to effect such insurance and pay the premium to the said Insurance Company and I/ We hereby undertake to pay forthwith all the premia and other sums so paid by you and also any cash and expenses occasioned by my default in effecting or in keeping the insurance effective. Notwithstanding the above, I/We hereby authorise you to add insurance premia, to ensure prompt and adequate insurance coverage during the currency of the loan agreement, by way of deposit and I/We will pay the amounts so added for this purpose and included in the Installments mentioned in the Schedule to the loan agreement. I/We state that I am aware that though the insurance premiums are collected by the Bank, the responsibility of renewing the insurance solely rests with me. In the event of insurance policies taken twice for the hypothecated asset, the one taken by the Bank shall be considered to be proper policy and I undertake to cancel the insurance policy taken by me additionally, at my cost.

Thanking you,

Yours faithfully,

BORROWER \_\_\_\_\_

CO-BORROWER \_\_\_\_\_

**RIGHT TO INFORMATION**

To  
BANDHAN BANK LTD  
DN-32, Sector-V, Salt Lake, Kolkata- 700091.

Sub: **Letter of Authorisation**

Dear Sir,  
I/ We have applied for/availed a loan facility from Bandhan Bank to purchase a vehicle/equipment/asset.  
I/ We hereby expressly agree, understand and authorize Bandhan Bank to approach Income Tax Department and/or any other Government Department/Authority/Agency to access the information (including without limitation, Balance Sheet, Profit & Loss Account, Income Statement and Returns) about me/us and our business or activity submitted by me/us to such department or authority or entity, for verification of the information concerning the credit facility(ies) applied for/availed from Bandhan Bank by me/us.  
This authorization shall continue to be valid, continuing and in force until all amounts due and payable by me/us under all loan/ credit facility(ies) granted/to be granted by Bandhan Bank to me/us are fully repaid with interest and charges, as applicable.

Dated at \_\_\_\_ on this \_\_\_\_ day of 20 \_\_\_\_.

Yours faithfully,

NAME \_\_\_\_\_ SIGNATURE \_\_\_\_\_

ADDRESS \_\_\_\_\_

BORROWER \_\_\_\_\_ CO-BORROWER \_\_\_\_\_ GUARANTOR \_\_\_\_\_

**RELINQUISHMENT OF ALL CLAIMS**

Date: \_\_\_\_\_

To,  
BANDHAN BANK LTD.  
\_\_\_\_\_  
\_\_\_\_\_

Sub: **Relinquishment of all Claims**

Dear Sir,  
We hereby unconditionally declare that pursuant to the termination of our loan agreement No. \_\_\_\_\_ Dated \_\_\_\_\_ with you, we do not have claim of any nature whatsoever on amount paid by us towards Loan Instalment Service charges, bank charges, security depositor interest accrued there on or any monies paid under the provisions of the agreement.  
We, further undertake that all guarantees given by us and contained in the agreement shall survive this termination in so far they relate to events that occurred during the tenure of the agreement.

Mr./Ms./M/s. \_\_\_\_\_ Signature \_\_\_\_\_  
(Borrower's Name)

**SURRENDER LETTER**

Date: \_\_\_\_\_

To  
BANDHAN BANK LTD.  
\_\_\_\_\_

Dear Sir,

Reference: Vehicle/Equipment Loan Account No. : \_\_\_\_\_  
Vehicle/Equipment Make and Model : \_\_\_\_\_  
Vehicle/Equipment Asset Registration No. : \_\_\_\_\_  
Name of the Borrower : \_\_\_\_\_  
Address of the Borrower : \_\_\_\_\_

Under the aforesaid Loan agreement, I undertook to pay the monthly instalments on the due dates mentioned therein. However, I could not pay the Instalments due from \_\_\_\_\_ to \_\_\_\_\_ and consequently the Vehicle/Equipment has been taken possession of by/surrender to you on \_\_\_\_\_

As I am not in a position to settle the account and take back the Vehicle/Equipment, I request you to sell the Vehicle in "as is where is" condition at the best price as determined by you. In order to enable you to have other registration certificate of the said vehicle in your name or in the name of the purchaser, I enclose the Form Nos. 29 & 30 duly signed by me. I request you to fill the forms suitably and submit them to the Registering Authority concerned for getting the registration certificate in your name or in the name of the purchaser.

Yours faithfully,

Mr./Ms./M/s. \_\_\_\_\_ Signature \_\_\_\_\_  
(Borrower) (Name)

Mr./Ms./M/s. \_\_\_\_\_ Signature \_\_\_\_\_  
(Co-Borrower-1) (Name)

Mr./Ms./M/s. \_\_\_\_\_ Signature \_\_\_\_\_  
(Co-Borrower-2) (Name)



## SECURITY MANDATE

## Bandhan Bank Debit Mandate Form

Date: \_\_\_\_\_

From: \_\_\_\_\_

Customer name: \_\_\_\_\_

Customer address: \_\_\_\_\_

\_\_\_\_\_

To,  
Bandhan Bank Limited,  
Branch: \_\_\_\_\_

Reference Account Number: \_\_\_\_\_

Dear Sir,

I/We would like to inform you that I/we have taken a CVCE Loan from Bandhan Bank Limited Retail Asset Division. You are hereby authorised to debit the above-mentioned account and credit Bandhan Bank Limited Loan Account on receiving instructions from Bandhan Bank Limited CVCE Loan Division for ₹ \_\_\_\_\_ (Amount In words to be put in brackets) over the entire tenure of the loan w.e.f from       (Loan start date) till       (Loan end date)

Security Mandate to be registered and banked only in specific circumstances such as customer falling under default, exceeding the overdue limit, etc. In case of default, outstanding amounts including overdue charges, bounce charges and other charges, if applicable will be debited.

Thanking you,

Yours truly,

Customer name: \_\_\_\_\_

(Account holder/s)

Signature and full account number verified

 \_\_\_\_\_  
 Bandhan Bank Limited

## ACKNOWLEDGEMENT LETTER

To,  
Bandhan Bank

 \_\_\_\_\_  
 \_\_\_\_\_

Dear Sir,

I/We \_\_\_\_\_ am/are the borrower of the Bank and have availed \_\_\_\_\_ facility amounting to ₹. \_\_\_\_\_ (Rupees \_\_\_\_\_ 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
1	Loan Agreement		Bank Executive & Customer
2	KYC, Financials, Invoice/Vehicle quotation, Photocopy of RC/SOA		

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: \_\_\_/\_\_\_/\_\_\_\_\_

**PDC COVERING LETTER**

Date: \_\_\_\_\_

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

BANDHAN BANK LTD.

Ref.: Facility Agreement dated \_\_\_\_\_ executed by me/us in favour of the Bank

Dear Sir,

Please find enclosed crossed Post-dated cheques drawn in favour of BANDHAN BANK LTD. bearing the following particulars being submitted towards repayment of my Captioned loan availed from your Bank bearing above mentioned account number. The post dated cheques contain my/authorised signatories genuine signature, which shall not be disputed by me.

1. Name of the Drawee Bank : \_\_\_\_\_
2. Name of the Drawee Bank Branch : \_\_\_\_\_
3. MICR Sort Code (9 digit) : 

--	--	--	--	--	--	--	--	--
4. Date of Cheques \_\_\_\_\_ : of each month commencing from \_\_\_\_\_
5. Cheque Numbers : \_\_\_\_\_

Sr.No.	From	To	No. of cheques	Amount of Cheques
1				
2				
3				
4				
5				

I/We agree that the Post dated cheques are given towards instalments of the debt due and payable by me/us to the Bank in terms of Loan Agreement dated \_\_\_\_\_  
 In case of change of authorised signatory of the Borrower, we undertake to replace the cheques appropriately and in the event of non-replacement of the cheque before the due dates, we undertake to honour the post Dated Cheques.

BORROWER \_\_\_\_\_ CO-BORROWER-I \_\_\_\_\_ CO-BORROWER-II \_\_\_\_\_

**NON PDC'S FOR COMMERCIAL VEHICLE LOAN/CONSTRUCTION EQUIPMENT LOAN**

To,  
BANDHAN BANK LTD.

**SUBJECT: Non PDC's for Commercial Vehicle Loan/Construction Equipment Loan**

Dear Sir,  
 In continuation of the application presented by me/us, I agree to enter into a contract with you on the below stated terms. I confirm that I am fully aware of these terms and copy of the same has given to me.

Asset	Asset 1	Asset 2	Asset 3	Asset 4	Asset 5
Make of Vehicle/Equipment					
Model Desired					
Value of the Vehicle/Equipment					
Initial payment					
Amount of Finance Required					
EMI Amount					
Repayment Period					
No. of EMI's					
First EMI Date					
Other terms					

I agree to be the co borrower in the above transaction and this proposal shall be the basis of the contract between us

Yours faithfully,

Mr./Ms./M/s. \_\_\_\_\_  
 (Borrower) (Name)

Signature \_\_\_\_\_

Mr./Ms./M/s. \_\_\_\_\_  
 (Co-Borrower-1) (Name)

Signature \_\_\_\_\_

Mr./Ms./M/s. \_\_\_\_\_  
 (Co-Borrower-2) (Name)

Signature \_\_\_\_\_

Deal Originator

**SIGNATURE VERIFICATION**

Date: \_\_\_\_\_

To,  
BANDHAN BANK LTD.

\_\_\_\_\_

Dear Sir,

We confirm that Mr./Ms./ M/s. \_\_\_\_\_ Resident of \_\_\_\_\_ maintain a saving/current account with us and his/her/their attested signature below is verified to be as per our records.

\_\_\_\_\_  
(Signature of Account holder/Authorised Signatory of Account Holder)

Attested: Account Number : \_\_\_\_\_  
 Year of Opening of account : \_\_\_\_\_  
 Bank's Name : \_\_\_\_\_  
 Bank's Address : \_\_\_\_\_

Stamp: \_\_\_\_\_

Signature: \_\_\_\_\_

Date \_\_\_\_\_

**DECLARATION**

(To be obtained in case the executant signs in the language other than English and illiterates)

The contents of the Agreement dated \_\_\_\_\_ executed by

1. Mr/Mrs. \_\_\_\_\_
2. Mr/Mrs. \_\_\_\_\_
3. Mr/Mrs. \_\_\_\_\_

in favour of BANDHAN BANK LTD. for the credit facilities/pan of ₹ \_\_\_\_\_ have been read over and translate into \_\_\_\_\_ and explained to Mr./Mrs. \_\_\_\_\_ the Borrowers/Co Borrower/Guarantors and he/she/they having understood the contents thereof subscribed to the Agreement (dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_ )

Declarant's Name : \_\_\_\_\_

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

Signature of Declarant : \_\_\_\_\_

Date : \_\_\_\_\_

Signature/Thumb Impression of Customer : \_\_\_\_\_

STANDING INSTRUCTION REQUEST

Date: \_\_\_\_\_

From  
\_\_\_\_\_  
\_\_\_\_\_

To:  
BANDHAN BANK LTD.,  
Ref: Execution of Standing Instruction

Dear Sir,

This is in reference to the \_\_\_\_\_ loan of INR \_\_\_\_\_ (Rupees (in words) \_\_\_\_\_  
\_\_\_\_\_) sanctioned to me by Retail Assets Center, \_\_\_\_\_. My loan account No. is           and Customer  
ID is \_\_\_\_\_.

I, therefore, request you to please accept this authorising mandate to debit my Bandhan Bank savings account number                      from  
\_\_\_\_\_ on due date towards the recovery of repayment of dues/EMI, over the entire tenure of loan, as per the terms and conditions of loan agreement schedule or as per the revised  
instructions in line with the Bank's policy.

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

Please treat this as an irrevocable communication as an authorization to debit the said savings bank account every month with the amount due towards the repayment of my loan. In the event of  
above account getting closed/transferred for any reason, I/We will intimate to the Bank the new account opened with the bank to debit the loan repayment amount/s. Further, I/We also undertake  
to submit afresh set of mandate in regards to the same.

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

Thanking you,

Yours truly,

Signature and account number verified

For Bandhan Bank Ltd

Customer Name (accounts holder/s): Name: \_\_\_\_\_

Employee Id: \_\_\_\_\_

Employee Signature: \_\_\_\_\_

Bank copy





Bank Name: \_\_\_\_\_

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

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

\_\_\_\_\_

Telephone No: \_\_\_\_\_

I hereby authorise you to debit my account for making payment to 'Bandhan Bank Limited' through ECS (Debit) clearing as per the details given as under:

A. Account Type	<input type="checkbox"/> Savings A/c	<input type="checkbox"/> Current A/c	<input type="checkbox"/> Cash Credit	<input type="checkbox"/> Others: _____		
B. Name of the Account Holder (As per Bank's records)	_____					
C. Account Number (Operative a/c No.)	_____	_____	_____	_____		
D. MICR – 9 digit MICR Code number of bank & branch	_____	_____	_____	_____		
E. Ledger No/Ledger Folio No.	_____					
Name of the Scheme (PRODUCT)	Date of effect		Periodicity (M/Bim/Qty/etc.)	Cycle Date	Amount of Instalment	Number of Instalments
	From	To				

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

Date : \_\_\_\_\_

\_\_\_\_\_

Signature of Account Holder (s)

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

**(For office use only)**

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

**FORM 20**  
[See Rule 47]

**APPLICATION FOR REGISTRATION OF A MOTOR VEHICLE**

(To be made in duplicate if the vehicle is held under an agreement of Hire-Purchase/Lease/Hypothecation and duplicate copy with the endorsement of the Registering Authority to be returned to the Financier simultaneously on Registration of motor vehicle)

To  
The Registering Authority,

1. Full name of person to be registered as Registered owner : .....
- Son/Wife/Daughter of : .....
2. Age of person to be registered as Registered owner : .....
3. Permanent address : .....
- (Electoral Roll/Life Insurance Policy/Passport/Pay Slip issued by any office of the Central Government/State Government or a local body/Any other document or documents as may be prescribed by the State Government/Affidavit sworn before an Executive Magistrate or a First Class Judicial Magistrate or a Notary Public to be enclosed) : .....
4. Temporary address/Official address, if any : .....
5. Duration of stay at the present address : .....
6. PAN Number (Optional) : .....
7. Place of birth : .....
8. If place of birth is outside India, when migrated to India : .....
9. Omitted vide G.S.R 708(E) dated 30.08.2010 : .....
10. Name and address of the Dealer or Manufacturer from whom : .....
- the vehicle was purchased : .....
- (Sale certificate and certificate of road worthiness issued by the manufacturer to be enclosed) : .....
11. If ex-army vehicle or imported vehicle, enclose proof. If locally manufactured : .....
- Trailer/Semi-Trailer, enclose the approval of design by the State Transport Authority : .....
- and note the proceedings number and date of approval. : .....
12. Class of vehicle (If motorcycle, whether with or without gear) : .....
13. The motor vehicle is : .....
- (a) a new vehicle : .....
- (b) ex-army vehicle : .....
- (c) imported vehicle : .....
- (d) in-use E-rickshaw or E-cart : .....
14. Type of body : .....
15. Type of vehicle : .....
16. Maker's name : .....
17. Month and year of manufacture : .....
18. Number of cylinders : .....
19. Horse power : .....
20. Cubic capacity : .....
21. Maker's classification or if not known, wheel base : .....
22. Chassis No. (Affix pencil print) : .....
23. Engine Number or Motor Number in case of Battery Operated Vehicles : .....
24. Seating capacity (including driver) : .....
25. Fuel used in the engine : .....
26. Unladen weight : .....
27. Particulars of previous registration and registered number (if any) : .....
28. Colour or colours of body wings and front end : .....

Bank copy

I hereby declare that the motor vehicle has not been registered in any State in India.

ADDITIONAL PARTICULARS TO BE COMPLETED ONLY IN THE CASE OF TRANSPORT VEHICLES OTHER THAN MOTOR CAB

29. Number, description, size and ply rating of tyres, as declared by the manufacturer : .....
- (a) Front axle = .....
- (b) Rear axle = .....
- (c) Any other axle = .....
- (d) Tandem axle = .....
30. Gross vehicle weight : .....
- (a) As certified by manufacturer : ..... Kgms
- (b) To be registered : ..... Kgms



- 31. Maximum axle weight
  - (a) Front axle : ..... Kgms
  - (b) Rear axle : ..... Kgms
  - (c) Any other axle : ..... Kgms
  - (d) Tandem axle : ..... Kgms
- 32. (a) Overall length : .....
- (b) Overall width : .....
- (c) Overall height : .....
- (d) Over hang : .....

The above particulars are to be filled in for a rigid frame motor vehicle of two or more axles for an articulated vehicle of three or more axles or, to the extent applicable, for trailer, where a second semi-trailer or additional semi-trailer are to be registered with an articulated motor vehicle. The following particulars are to be furnished for each such semi-trailer.

- 33. Type of body : .....
- 34. Unladen weight : .....
- 35. Number, description and size of tyres on each axle : .....
- 36. Maximum axle weight in respect of each axle : .....
- 37. The vehicle is covered by a valid certificate of Insurance under Chapter XI of the Act : Insurance Certificate or Cover Note No..... dated.....  
of..... (Name of company) valid  
from..... to.....
- 38. The vehicle is exempted from insurance. The relevant order is enclosed : .....
- 39. I have paid the prescribed fee of Rs. : .....

Date..... Signature or thumb impression of the person to be registered as registered owner.

- Note.- The motor vehicle above described is –
- (i) Subject to Hire-purchase agreement/lease agreement with.....
  - (ii) Subject to Hypothecation in favour of.....
  - (iii) Not held under Hire-purchase agreement, or lease agreement or subject to Hypothecation.

Strike out whatever is inapplicable. If the vehicle is subject to any such agreement the signature of the Financier with whom such agreement has been entered into is to be obtained.

.....  
Signature of the financier with whom an Agreement of Hire-purchase, Lease or Hypothecation has been entered into  
.....  
Signature or thumb impression of the registered owner

**CERTIFICATE OF INSPECTION OF MOTOR VEHICLE**

Certified that the particulars contained in the application are true and that the vehicle complies with the requirements of the Motor Vehicles Act, 1988, and the Rules made thereunder.

Date..... Signature of the Inspecting Authority  
Ref.No..... Name.....  
Designation.....

**OFFICE ENDORSEMENT**

Office of the.....

The above said motor vehicle has been assigned the Registration number ..... and registered in the name of the applicant and the vehicle is subject to an agreement of Hire-purchase/ Lease/ Hypothecation with the Financier referred above.

Date..... Signature of the Registering Authority

To  
The Financier.....

(To be sent by Registered Post Acknowledgment Due)

Specimen signature or thumb-impression of the person to be registered as Registered Owner and Financier are to be obtained in original application for affixing and attestation by the Registering Authority with office seal in Forms 23 and 24 in such a manner that the part of impression of seal or a stamp and attestation shall fall upon each signature.

Specimen signature of the Financier Specimen signature of the Registered Owner  
(1)..... (1).....  
(2)..... (2).....

**FORM NO. 60**

[See second proviso to rule 114B]

**Form of declaration to be filed by a person who does not have a permanent account number and who enters into any transaction specified in rule 114B**

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

Verification

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

Verified today, the \_\_\_\_\_ day of \_\_\_\_\_

Date : \_\_\_\_\_

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

\_\_\_\_\_

Signature of the declarant

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

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

Bank copy

**FORM 26**

(See Rule 53 of the Central Motor Vehicle Rules, 1989)

**APPLICATION FOR THE ISSUE OF DUPLICATE CERTIFICATE OF REGISTRATION**

Intimation of Loss or Destruction Etc. of The Certificate of Registration and application for the issue of duplicate certificate of registration.

(To be made in duplicate if the vehicle is held under an Agreement of Hire-Purchase/Hypothecation/Lease and the duplicate copy with the endorsement of the Registering Authority to be returned to the Financier simultaneously on issue of duplicate certificate).

To,  
The Registering Authority,

\_\_\_\_\_

Sir,

The Certificate of Registration of my/our Motor vehicle, the Registration Mark of which is \_\_\_\_\_ has been lost/destroyed/ completely written off/soiled/torn/mutilated in the following circumstances.

I/We hereby declare that to the best of my/our knowledge the Registration of the Vehicle has not been suspended or cancelled under the provision of the Act or Rules made thereunder and the circumstances explained above are true.

I/We do hereby apply for the issue of a duplicate certificate of Registration

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

The Vehicle is not held under any agreement of Hire-Purchase/Lease/Hypothecation.

I/We have reported the loss to the police station \_\_\_\_\_ on \_\_\_\_\_ (date).

Date \_\_\_\_\_

\_\_\_\_\_  
Signature/thumb impression of applicant  
along with full address

(Strike out whichever is inapplicable)

The vehicle is held under Hire Purchase/Lease/Hypothecation Agreement with Bandhan Bank Ltd., and the 'No Objection Certificate' from the financier is enclosed.

(Where 'No Objection Certificate' is not enclosed, applicant shall make a declaration required under subsection (8) of section 51)

Specimen signature of the owner

Signature of the OWNER

1. \_\_\_\_\_

1. Name \_\_\_\_\_

2. \_\_\_\_\_

2. Full Address \_\_\_\_\_

Note:

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

**For Office Endorsement**

Number \_\_\_\_\_ dated \_\_\_\_\_ office of the \_\_\_\_\_

A duplicate certificate of registration as requested above is issued with the note of agreement of Hire Purchase/Lease/Hypothecation on \_\_\_\_\_ and is noted in the original registration Record in Form 24.

\_\_\_\_\_  
Signature of the registering authority

To,  
\_\_\_\_\_  
\_\_\_\_\_

By Regd. post or delivered under proper acknowledgment

**FORM 28**

(See Rule 54, 58 (1), (3) and (4) of the Central Motor Vehicle Rules, 1989)

**Application for 'No Objection Certificate' and Grant of Certificate**

To be made in quadruplicate, if the vehicle is held under an agreement of hire purchase/lease/hypothecation the duplicate copy and the triplicate copy and the quadruplicate copy with the endorsement fo the Registering Authority to be returned to the registered owner of the vehicle, the Registering Authority in whose jurisdiction the vehicle is to be removed and the financier simultaneously on grant/refusal of no-objection certificate.

**PART-I**

To  
The Registering Authority,

\_\_\_\_\_

I/We intend to transfer the vehicle to the jurisdiction of the Registering Authority \_\_\_\_\_ I/We intend to sell the vehicle to  
Shri/Smt./Kumari \_\_\_\_\_ who resides in the jurisdiction of the Registering Authority \_\_\_\_\_  
of the State of \_\_\_\_\_ I/We therefore request for the issue of a No Objection Certificate for my/our vehicle, the particulars of which are furnished below:

1. Name and address : \_\_\_\_\_  
\_\_\_\_\_
2. Son/Wife/Daughter of : \_\_\_\_\_
3. Registration number of the vehicle : \_\_\_\_\_
4. Class of vehicle : \_\_\_\_\_
5. Registering Authority which originally registered the vehicle : \_\_\_\_\_
6. Engine number : \_\_\_\_\_
7. Chassis No. (Affix also pencil print) : \_\_\_\_\_
8. Period of stay in the State : \_\_\_\_\_
9. Period up to which Motor Vehicle Tax has been paid : \_\_\_\_\_
10. Whether any demand for tax is pending, if so, give details : \_\_\_\_\_  
\_\_\_\_\_
11. Whether the vehicle is involved in theft cases, if so give details : \_\_\_\_\_  
\_\_\_\_\_
12. Whether any action under section 53, 54 or 55 of the  
Motor Vehicles Act, 1988 is pending before any Registering Authority,  
or other prescribed authority, if so, give details : \_\_\_\_\_  
\_\_\_\_\_
13. Whether the vehicle is involved in any case of transport of prohibited goods,  
if so, give details. : \_\_\_\_\_  
\_\_\_\_\_
14. Whether the Vehicle is held under an agreement of Hire Purchase/Lease/  
Hypothecation, if so give name and address of the Financier. : \_\_\_\_\_  
\_\_\_\_\_

I/We solemnly declare that the above statement are true.

Date \_\_\_\_\_

\_\_\_\_\_  
Signature or thumb impression of the owner

**PART-II**

**CONSENT OF THE FINANCIERS IN THE CASE OF MOTOR VEHICLE SUBJECT TO AN AGREEMENT**

I / We being a party to an agreement of the Hire Purchase/Lease/Hypothecation in respect of the above said Vehicle hereby.

- 1) Give consent to issue the No Objection Certificate for the said vehicle only for the purpose referred above.
- 2) Refuse to give consent for issue of No Objection Certificate for the said vehicle due to the reasons furnished hereunder.

---



---

Date \_\_\_\_\_

\_\_\_\_\_  
Signature of the Financier

**PART-III**

**Office Endorsement**

(GRANT/REFUSE OF NO OBJECTION CERTIFICATE under Section 48 (3) of M V Act 1988)

- 1) No Objection Certificate in respect of the Vehicle, the detailed particulars where of recorded over above is hereby granted under section 48 (3) of M V Act, 1988. Valid for use at the Registering Authority on whom it is issued.
- 2) No Objection Certificate in respect of the Motor Vehicle, the detailed particulars where of recorded over above is hereby refused under section 48 (3) of M V Act, 1988 for the reasons recorded as under.

---



---

Date \_\_\_\_\_

\_\_\_\_\_  
Signature with seal of the Registering Authority

Strike out whichever is inapplicable

\_\_\_\_\_  
Address

To  
The Registered Owner \_\_\_\_\_

The Financier, \_\_\_\_\_

(To be sent to all the above three parties by Registered Post Acknowledgement Due)

Bank copy

**FORM 29**

(See Rule 55 (1) of Central Motor Vehicle Rules, 1989)

**NOTICE OF TRANSFER OF OWNERSHIP OF A MOTOR VEHICLE**

(To be made in duplicate and the duplicate copy with the endorsement of the Registering Authority to be returned to the transferor immediately on making entries of Transfer of Ownership in certificate of Registration and Form 24).

To  
The Registering Authority \_\_\_\_\_ (In whose jurisdiction the Transferee resides)

I/We \_\_\_\_\_ resident of \_\_\_\_\_

\_\_\_\_\_ have on the \_\_\_\_\_ day of \_\_\_\_\_ the year \_\_\_\_\_ sold and delivered my/our

Vehicle no \_\_\_\_\_ Make \_\_\_\_\_ Chassis no. \_\_\_\_\_ Engine No. \_\_\_\_\_ To Shri/Smt \_\_\_\_\_

\_\_\_\_\_ (Name) son/wife/daughter of \_\_\_\_\_

residing at \_\_\_\_\_ (House no/Street/village/

Town/Distt./State)

The Registration Certificate and Insurance Certificate have been handed over to him/her/them. To the best of my/our knowledge and belief the vehicle is not superdari and free from all encumbrances and information furnished is true. I/We undertake to hold my/our self responsible for any inaccuracy or suppression of information.

\_\_\_\_\_  
Signature of the Financier  
(To give his consent)

Date \_\_\_\_\_

cc

\_\_\_\_\_  
Signature or thumb impression of  
Registered Owner (Transferor)

Date \_\_\_\_\_

I/We \_\_\_\_\_ copy to The Registering \_\_\_\_\_ In whose jurisdiction the transferor reside.

Note : To be sent to both the Registering Authorities by Registered post Acknowledgement Due

**Office Endorsement**

Ref. No \_\_\_\_\_ office of the \_\_\_\_\_ The ownership of the Vehicle has been transferred to the name of \_\_\_\_\_ with the note of the above said agreement with effect from \_\_\_\_\_

Date: \_\_\_\_\_

\*Strike out whichever is inapplicable

\_\_\_\_\_  
Signature of the Registering Authority with office

Bank Copy

**FORM 30**

(See Rule 55 (2) and (3) of Central Motor Vehicle Rules, 1989)

**APPLICATION FOR INTIMATION AND TRANSFER OF OWNERSHIP OF MOTOR VEHICLE**

(To be made in duplicate if the vehicle is held under an agreement of hire-purchase/lease/hypothecation. The duplicate copy with the endorsement of the registering authority to be returned to the financier simultaneously on making the entry of the transfer of ownership in the certificate of registration and registration record in Form 24.)

To  
The Registering Authority,

\_\_\_\_\_

**Part-I - For the use of the transferor**

Name of the Transferor \_\_\_\_\_

Son/Wife/Daughter of \_\_\_\_\_

Full Address \_\_\_\_\_ I/We hereby declare that I/We have

on this \_\_\_\_\_ day of the Year \_\_\_\_\_ sold my/our motor vehicle bearing registration mark \_\_\_\_\_ To Shri/Smt \_\_\_\_\_

\_\_\_\_\_ son/wife/daughter of \_\_\_\_\_ residing at \_\_\_\_\_

\_\_\_\_\_ (Full address) and handed over the certificate of registration and the certificate of insurance to him/her/them.

I/We hereby declare that to the best of my/our knowledge the certificate of registration of the vehicle has been/has not been suspended\* or cancelled.

\*I/We enclose the 'No Objection Certificate' issued by the Registering Authority.

\*\* If the 'No Objection Certificate' from the registering authority is not enclosed, the transferor should file along with this application a declaration as required under sub-section (1) of Section 50.

Date \_\_\_\_\_

\*Details of suspension or cancellation \*\*Strike out, whichever is inapplicable.

\_\_\_\_\_  
Signature of the thumb impression of the Transferor

**Part-II - For the use of transferee**

Name of the Transferee \_\_\_\_\_ son/wife/daughter of \_\_\_\_\_

Age \_\_\_\_\_ Full Address \_\_\_\_\_

\_\_\_\_\_ (Proof of

address to be enclosed). I/We hereby declare that I/We have on this \_\_\_\_\_ day of the year \_\_\_\_\_ purchased the motor vehicle bearing registration number

\_\_\_\_\_ from \_\_\_\_\_

\_\_\_\_\_ (Name and full address) and request that necessary entries regarding the transfer of ownership of the vehicle in my/our name may be recorded in the

certificate of registration and certificate of fitness of the vehicle which is enclosed. The certificate of Insurance is also enclosed. To the best of my knowledge and belief I/We have not suppressed

any facts and information furnished is true. The vehicle is not superdari and free from all encumbrances. I/We undertake to hold myself responsible for any inaccuracy of the information.

Date \_\_\_\_\_

\_\_\_\_\_  
Signature or the thumb impression of the Transferee

**CONSENT OF THE FINANCIER IN THE CASE OF MOTOR VEHICLE SUBJECT TO AN AGREEMENT OF HIRE-PURCHASE/LEASE/HYPOTHECATION**

I/We being a party to an agreement of hire-purchase/lease/hypothecation in respect of motor vehicle specified above, give consent to the transfer of ownership of the said vehicle in the name of the transferee name above with whom I/We have entered into an agreement of hire purchase/lease/hypothecation.

(Full name and address of the financier) \_\_\_\_\_

Date \_\_\_\_\_

\_\_\_\_\_  
Signature of the Financier

**Office Endorsement**

Ref. Number \_\_\_\_\_ office of the \_\_\_\_\_ the transfer of ownership of vehicle under the continuation of an endorsement of hire purchase/lease/Hypothecation Agreement has been recorded with effect from \_\_\_\_\_ in the Registration Certificate of the vehicle \_\_\_\_\_ and in the registration Record of this office in Form 24.

Date \_\_\_\_\_

\_\_\_\_\_  
Signature of the Registering Authority

To,  
The Transferor \_\_\_\_\_

The Financier \_\_\_\_\_

(To be sent to both above parties by Registered with post acknowledgement due)

Specimen signature or thumb impression of the Registered Owner and Financier are to be obtained in original Application for affixing and attestation by Registering Authority with the Office Seal in Form 23 & 24 in such manner that the part of the impression of seal or a stamp and attestation shall fall upon each signature.

Specimen Signature of the Financier

Specimen Signature of the Registered Owner

1. \_\_\_\_\_

\_\_\_\_\_

2. \_\_\_\_\_

\_\_\_\_\_

**FORM 34**  
[See Rule 60]

**APPLICATION FOR MAKING AN ENTRY OF AN AGREEMENT OF HIRE/PURCHASE/LEASE/HYPOTHECATION SUBSEQUENT TO REGISTRATION**

(To be made in duplicate and in triplicate where the Original Authority is different, the duplicate copy and the triplicate copy with the endorsement of the Registering Authority to be returned to the Financier and the Registering Authority simultaneously on making the entry in the certificate of registration and Form 24).

To,  
The Registering Authority,  
\_\_\_\_\_  
\_\_\_\_\_

The motor vehicle bearing registration number \_\_\_\_\_ is the subject of an agreement of hire-purchase/lease/hypothecation between \_\_\_\_\_ the registered owner/person to be registered as owner\* and \_\_\_\_\_ (fill the name and full address of the financier having agreement number/loan account number \_\_\_\_\_).

We request that an entry of the agreement be made in the certificate of registration and the relevant records in your office.

The certificate of registration together with the fee is enclosed.

My/Our mobile number is \_\_\_\_\_

Date \_\_\_\_\_ Signature or thumb impression of Registered Owner \_\_\_\_\_

Date \_\_\_\_\_ Signature of the Financier \_\_\_\_\_

\*Strike out whichever is inapplicable.

**OFFICE ENDORSEMENT**

Ref. number \_\_\_\_\_ office of the \_\_\_\_\_

The entry of the agreement of hire/purchase/lease/hypothecation as requested above is recorded in this office Registration Record in Form 24 and certificate of registration on \_\_\_\_\_ (Date).

Date \_\_\_\_\_ Signature of the Registering Authority \_\_\_\_\_

To,  
The Financier  
\_\_\_\_\_  
\_\_\_\_\_

The Registering Authority  
\_\_\_\_\_  
\_\_\_\_\_

(To be sent to both the above parties by Registered Post with acknowledgment due)

Specimen signatures of the Financier are to be obtained in the original Application for affixing and attestation by the Registering Authority with the official seal in Forms 23 & 24, in such a manner, that part of the impression of the seal or a stamp and attestation shall fall upon each signature:

Specimen signatures of the Financier:  
1. \_\_\_\_\_  
2. \_\_\_\_\_

**FORM 35**

(See Rule 61 (1) of Central Motor Vehicle Rules, 1989)

**NOTICE OF TERMINATION OF AN AGREEMENT OF HIRE-PURCHASE/LEASE/HYPOTHECATION**

(To be made in duplicate and in triplicate where the original Registering Authority is different, the duplicate copy and the triplicate copy with the endorsement of the Registering Authority to be returned to the Financier and the Registering Authority simultaneously on making the termination entry in the Certificate of Registration and Form 24).

To,  
The Registering Authority

\_\_\_\_\_

We here by declare that the agreement of Hire Purchase/Lease/Hypothecation entered into between us has been terminated. We, therefore, request that the note endorsed in the Certificate of Registration of Vehicle No. \_\_\_\_\_ in respect of the said Agreement between us, be cancelled.

The Certificate of Registration together with the fee is enclosed

Date .....

\*Strike out whichever is inapplicable.

\_\_\_\_\_  
Signature or thump impression of Registered Owner

\_\_\_\_\_  
Signature of the Financier

**Office Endorsement**

Reference No. \_\_\_\_\_ Dated \_\_\_\_\_ Office of the \_\_\_\_\_

The cancellation of the entry of an agreement of Hire Purchase/Lease/Hypothecation as requested above is recorded in this office Registration Record in Form 24 and Registration Certificate on \_\_\_\_\_ (date)

Date : \_\_\_\_\_

\_\_\_\_\_  
Signature of the Registration Authority

To  
BANDHAN BANK LTD.  
The Registering Authority

**(To be a sent to both the above by Registered post with acknowledgement with due)**

Specimen signature of the Financier are to be obtained in original application for affixing and attestation by the Registering Authority with his office seal in Forms 23 and 24 in such a manner that the part of impression of seal stamp and attestation shall fall upon each Signature.

Specimen Signature of the Financier

Specimen Signature of the Registered Owner

1. \_\_\_\_\_

\_\_\_\_\_

2. \_\_\_\_\_

\_\_\_\_\_

**FORM TR. P. A**  
[See Rule 91 (1), 92 ( 2 )]  
**APPLICATION FOR TRANSFER OF PERMIT**

Name of the applicant (in full): \_\_\_\_\_

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

Registration mark(s): \_\_\_\_\_

Serial number of permit: \_\_\_\_\_

Issued by: \_\_\_\_\_

Valid up to: \_\_\_\_\_

Details of countersignature, if any: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Name of the present holder: \_\_\_\_\_  
\_\_\_\_\_

**PART I**

I, \_\_\_\_\_ (Name of transferee) apply for transfer of the above-mentioned permit from \_\_\_\_\_ (Name of transferor). We hereby declare that the price agreed to be paid for each vehicle is state below. We hereby declare that the following agreement is made for transfer of the permit.

The transfer is proposed to be effective from \_\_\_\_\_

Signature or thumb impression:

1. Transferee \_\_\_\_\_

2. Transferor \_\_\_\_\_

Date \_\_\_\_\_

State, details of agreement made, if any, such as any amount paid or goodwill, etc.

**OR**

**PART-II**

I, \_\_\_\_\_ apply for transfer of the above-mentioned permit which was held by Shri \_\_\_\_\_ who died on \_\_\_\_\_ at (Death Certificate attached).

My relation to the demised holder is of \_\_\_\_\_. The said vehicle is in my possession.

I hereby declare that I have published a notice in \_\_\_\_\_ a local newspaper (Name of newspaper) in its edition dated \_\_\_\_\_ as required by rule 99 of Maharashtra Motor Vehicle Rules, 1989.

A copy of the above-mentioned edition of the said newspaper is attached herewith.

(Name of the applicant)

Price: ₹20.00/-

Please pay the cost of this form at the concerned RTO

Printed from www.goatransport.gov.in

**FORM – A.C.C.**  
**Application for Surrender of Permit and Clearance Certificate**  
 (See Rule 204 of Tamil Nadu Motor Vehicles Rules)

**PART I**

The Secretary,  
 Regional/State Transport Authority

Sir,

I propose to surrender the stage carriage/public carriers/private carriers/contract carriage permit in respect of my vehicle and request the clearance certificate be granted to me. I give below the necessary particulars.

- 1 Full name & address of the permit holder (in Block Letter) : \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_
2. Registration mark of the vehicle covered by the permit : \_\_\_\_\_
3. Authority by which the permit was issued : \_\_\_\_\_
4. Number of the permit and the date of issue : \_\_\_\_\_
5. Route of area for which the permit is valid : \_\_\_\_\_
6. Goods which the vehicle is permitted to carry  
 (in case of a goods vehicle) : \_\_\_\_\_
7. (a) Passenger capacity (in case of stage carriage) : \_\_\_\_\_  
 (b) Big, Medium Body, Tourist or luxury coach  
 (in the case of contract carriage) : \_\_\_\_\_
8. Date of expiry of the permit : \_\_\_\_\_
9. (a) Place at which the business is/was carried on : \_\_\_\_\_  
 (b) Place where the vehicle may be bound for inspection : \_\_\_\_\_
10. Reasons for surrender of the permit (State briefly) : \_\_\_\_\_
11. Whether evidence obtained from a competent Central Excise authority regarding the payment of difference of excise duty as applicable to private cars is enclosed, in case the permit is surrendered within three years from the date of registration (in case of a motor cab or maxi cab allotted under Taxi Trade Quota) : \_\_\_\_\_

I enclose cash/challan/receipt for ₹ \_\_\_\_\_ being the prescribed fee. I enclose the permit of the vehicle. I will produce part B of the permit and the certificate of registration of the vehicle on the receipt of further intimation. I declare that to the best of my knowledge and belief the information furnished in the application is correct, complete and is truly stated.

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

Date : \_\_\_\_\_

\_\_\_\_\_  
 Signature of the applicant

**FORM 21**  
[See Rule 47(a) and (d)]  
**SALE CERTIFICATE**

(To be issued by manufacturer or dealer or registered E-rickshaw or E-cart Association (in case of E-rickshaw or E-cart) or officer of Defence Department (in case of military-auctioned vehicles) for presentation along with the application for registration of a motor vehicle)

Certified that \_\_\_\_\_ (brand name of the vehicle) has been delivered by us to \_\_\_\_\_ on \_\_\_\_\_ (date).

Name of the buyer: \_\_\_\_\_

Son/Wife/Daughter of: \_\_\_\_\_

Address (Permanent): \_\_\_\_\_

\_\_\_\_\_

(Temporary): \_\_\_\_\_

\_\_\_\_\_

The Vehicle is held under agreement of hire-purchase/lease/hypothecation with

\_\_\_\_\_

\_\_\_\_\_

The details of the vehicle are given below:

1. Class of vehicle: \_\_\_\_\_

2. Maker's name: \_\_\_\_\_

3. Chassis no.: \_\_\_\_\_

4. Engine no. or Motor no. in case of battery-operated vehicles: \_\_\_\_\_

5. Horse power or cubic capacity: \_\_\_\_\_

6. Fuel used: \_\_\_\_\_

7. Number of cylinders: \_\_\_\_\_

8. Month and year of manufacture: \_\_\_\_\_

9. Seating capacity (including driver): \_\_\_\_\_

10. Unladen weight: \_\_\_\_\_

11. Maximum axle, weight, number and description of tyres (in case of transport vehicle)

(a) Front axle: \_\_\_\_\_

(b) Rear axle: \_\_\_\_\_

(c) Any other axle: \_\_\_\_\_

(d) Tandem axle: \_\_\_\_\_

12. Colour or colours of the body: \_\_\_\_\_

13. Gross vehicle weight: \_\_\_\_\_

14. Type of body: \_\_\_\_\_

\_\_\_\_\_  
Signature of the manufacturer or dealer or  
Officer of Defence Department or registered E-rickshaw or E-cart Association

**TRANSFER OF PERMIT**

(Section 82 of Motor Vehicle Act vide Rules 208, 279 of Tamil Nadu Motor Vehicle Rules)

From

1. TRANSFEROR  
(Party of the First Part)
2. TRANSFEREE  
(Party of the Second Part)

To

**The Secretary,**

Sir,

**Sub : Joint application for the transfer of the permit of Goods Vehicle Contracts Carriage/Stage Carriage from the name of the first party to the name of the second party.**

Vehicle No. \_\_\_\_\_

Permit No. \_\_\_\_\_

We, the parties mentioned above, jointly apply for the transfer of the above permit from the name of the party of the first part to the name of the party of the second part.

The reason for the proposed transfer is the party of the first party wants to reduce his/her/their liabilities and to pay more attention to his/her/their/business affairs and the party of the second part who has experience in transport business intends to purchase the said vehicle and to run the same.

We assert that no premium payment or any other consideration is to pass or has already been passed between us.

Hence we request you to accord permission for the transfer of permits of the above vehicle from the name of the party of first part to the name of the party of the second part.

The necessary fees of ₹ \_\_\_\_\_ is remitted herewith.

Yours faithfully,

\_\_\_\_\_  
Signature of the Transferor

Bank copy

**INCOME-TAX RULES, 1962**  
**FORM No. 60**

*[See second provision to rule 114B]*

Form for declaration to be filled by an individual or a person (not being a company or firm) who does not have a permanent account number and who enters into any transaction specified in rule 114B

1	First Name																			
	Middle Name																			
	Surname																			
2	Date of Birth/Incorporation of Declarant												D	D	M	M	Y	Y	Y	Y
3	Father's Name (in case of individual)				First Name															
	Middle Name																			
	Surname																			
4	Flat/Room No.				5	Floor No.														
6	Name of Premises				7	Block Name/No.														
8	Road/Street/Lane				9	Area/Locality														
10	Town/City				11	District				12	State									
13	Pin Code				14	Tel. No. (with STD Code)				15	Mob. No.									
16	Amount of Transaction (₹)				17	In case of transaction in joint names, number of persons involved in the transaction														
18	Date of Transaction				D	D	M	M	Y	Y	Y	Y	19	Aadhar No. issued by UIDAI (if available)						
20	Mode of Transaction: <input type="radio"/> Cash <input type="radio"/> Cheque <input type="radio"/> Card <input type="radio"/> Draft/Banker's Cheque <input type="radio"/> Online Transfer <input checked="" type="radio"/> Others (Specify) _____																			
21	If applied for PAN and it is not yet generated, enter date of application and acknowledgement number												D	D	M	M	Y	Y	Y	Y
If PAN not applied, fill estimated total income (including income of spouse, minor child etc., as per section 64 of Income Tax Act, 1961) for the financial year in which the above transaction is held																				
22	a	Agricultural Income (₹)				b	Other than agricultural income (₹)													
23	Details of document being produced in support of identity in Column 1 (Refer instruction back side)				Document Code		Document Identification No.				Name and Address of the Authority Issuing the Document									
24	Details of document being produced in support of address in Column 4 to 13 (Refer instruction back side)				Document Code		Document Identification No.				Name and Address of the Authority Issuing the Document									

**VERIFICATION**

I, \_\_\_\_\_ do hereby declare that what is stated above is true to the best of my knowledge and belief. I further declare that I do not have a Permanent Account Number and my/our estimated total income (including income of spouse, minor child etc. as per section 64 of Income-Tax Act, 1961) computed in accordance with the provisions of Income-Tax Act, 1961 for the financial year in which the above transaction is held will be less than maximum amount not chargeable to tax.

Verified today, the \_\_\_\_\_ day of \_\_\_\_\_ 201\_\_\_\_\_.

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

(Signature of declarant) \_\_\_\_\_

**Note:**

- (1) Before signing the declaration, the declarant should satisfy himself that the information furnished in this form is true, correct and complete in all respects. Any person making a false statement in the declaration shall be liable to prosecution under section 277 of the Income-Tax Act, 1961 and on conviction be punishable,
- (i) in a case where tax sought to be evaded exceeds twenty-five lakh rupees, with rigorous imprisonment which shall not be less than six months but which may extend to seven years and with fine;
- (ii) in any other case, with rigorous imprisonment which shall not be less than three months but which may extend to two years and with fine.
- (2) The person accepting the declaration shall not accept the declaration where the amount of income of the nature referred to in item 22b exceeds the maximum amount which is not chargeable to tax, unless PAN is applied for and column 21 is duly filled.

**INSTRUCTION:**

- (1) Documents which can be produced in support of identity and address (not required if applied for PAN and item 20 is filled):

Sl. No.	Nature of Document	Document Code	Proof of Identity	Proof of Address
A	<b>For Individuals and HUF (one each for Identity and Address proof)</b>			
1.	AADHAAR Card	01	Yes	Yes
2.	Bank/Post office passbook bearing photograph of the person	02	Yes	Yes
3.	Elector's photo identity card	03	Yes	Yes
4.	Ration/Public Distribution System card bearing photograph of the person	04	Yes	Yes
5.	Driving License	05	Yes	Yes
6.	Passport	06	Yes	Yes
7.	Electricity Bill ( <i>Not more than 3 months old</i> )	16	No	Yes
8.	Landline Telephone Bill ( <i>Not more than 3 months old</i> )	17	No	Yes
9.	Water Bill ( <i>Not more than 3 months old</i> )	18	No	Yes
10.	Consumer gas card/book or piped gas bill ( <i>Not more than 3 months old</i> )	19	No	Yes
11.	Bank Account Statement ( <i>Not more than 3 months old</i> )	20	No	Yes
12.	Credit Card Statement ( <i>Not more than 3 months old</i> )	21	No	Yes
13.	Depository Account Statement ( <i>Not more than 3 months old</i> )	22	No	Yes
14.	Property Registration Document	23	No	Yes
15.	Allotment Letter of Accommodation from Government	24	No	Yes
16.	Passport of Spouse bearing name of the person	25	No	Yes
17.	Property tax payment receipt ( <i>Not more than one year old</i> )	26	No	Yes
B	<b>For Association of persons (Trusts)</b>			
	Copy of the trust deed or copy of certificate of registration issued by Charity Commissioner	27	Yes	Yes
C	<b>For Association of persons (other than Trusts) or Body of Individuals or Local authority or Artificial Juridical Person)</b>			
	Copy of Agreement or copy of certificate of registration issued by Charity Commissioner or Registrar of Cooperative society or any other competent authority or any other document originating from any Central or State Government Department establishing identity and address of such person.	28	Yes	Yes

(2) In case of a transaction in the name of a Minor, any of the above mentioned documents as proof of Identity and Address of any of parents/guardians of such minor shall be deemed to be the proof of identity and address for the minor declarant, and the declaration should be signed by the parent/guardian.

(3) For HUF any document in the name of Karta of HUF is required.

(4) In case the transaction is in the name of more than one person the total number of persons should be mentioned in Sr. No. 18 and the total amount of transaction is to be filled in Sr. No. 16.

In case the estimated total income in column 22b exceeds the maximum amount not chargeable to tax the person should apply for PAN, fill out item 21 and furnish proof of submission of application.

PSL DECLARATION – DIRECT/INDIRECT AGRICULTURE

Date: \_\_\_\_\_

Location : \_\_\_\_\_

Applicant's Name: \_\_\_\_\_

Loan applied for: ` \_\_\_\_\_

Director Agriculture (Individual Farmers) [please Tick (3) as applicable]:

I/We declare that the land admeasuring \_\_\_\_\_ (acres) at the address: \_\_\_\_\_  
 \_\_\_\_\_ belongs to me/us and I/We herewith enclose the documents pertaining to the ownership of the same and the aforesaid Loan/Vehicle shall be used by me/us solely for the purpose of agriculture and/or assist the transport of agriculture inputs and farm products.

Director Agriculture (Allied Activities – Individual Farmers) [please Tick (3) as applicable]:

I/We are carrying out the following allied agriculture activity (as ticked below) and the aforesaid Loan/Vehicle shall be used by me/us solely for the purpose of below allied activity and/or to assist the transport of agri or allied activity input and farm products.

Dairy  Fishery  Poultry  Bee-keeping  Piggery  Sericulture (up to cocoon stage)

Indirect Agriculture [please Tick (3) as applicable]:

I/We are carrying out the following agriculture/allied activity or assist/support agri/allied activity (as ticked below) and the aforesaid Loan/Vehicle shall be used by me/us solely for the business purpose

- Partnership firms, Corporate, Institutes engaged in agriculture activity
- Partnership firm, Corporate, Institutes engaged in allied activity-Dairy/Poultry/Fishery, Animal Husbandry, Bee-keeping and sericulture (up to cocoon stage)
- Trading/sale of Fertilisers/Pesticides/Seeds
- Trading/Sale of Cattle feed/Poultry feed/Agri equipment/machinery etc.
- Custom Service Units managed by individuals, institutions or organisations who maintain a fleet of tractors, bulldozers, well-boring equipment, threshers, combines, etc., and undertake farm work for farmers on a contract basis
- \*Storage units like a warehouse, godown, silos, market yards, cold storage units to store agri produce/products irrespective of location

Note: If the storage unit is a micro or small enterprise, such loans will be classified under loans to the Micro and Small Enterprises sector.

I/We are aware that it is on the faith of this representation, declaration and confirmation that you have agreed to consider my/our loan application for financial assistance as aforesaid.

I/We also understand that the above declaration is required for reporting of the borrower category under Priority Sector Lending to RBI.

Thanking You.

Yours truly,

Borrower	Co-Borrower - Name	Signature
Signature: _____	1. _____	_____
Name : _____	2. _____	_____
	3. _____	_____

**MICRO/SMALL/MEDIUM ENTERPRISES MANUFACTURING/SERVICES**

Date: \_\_\_\_\_

**Declaration:** I/We hereby declare that I am/we are running the business enterprise, providing services. The details of which are as below:

I/We also declare that the written down value of the P&M acquired by me/us for running our business as on year ended \_\_\_\_\_

CATEGORY	INVESTMENT IN P&M & VEHICLES (EXCLUDING LAND/BUILDING) (WDV)	TICK RELEVANT CATEGORY	AMOUNT ON INVESTMENT (₹)
MICRO	UP TO ₹1 CRORE		
SMALL	OVER ₹1CRORES UP TO ₹10 CRORES		
MEDIUM	OVER ₹10 CRORES UP TO ₹50 CRORES		
NONE OF THE ABOVE	OVER ₹50 CRORES		

I/We also hereby declare/confirm that the (vehicle) purchased/to be purchased by me/us or the aforesaid loan shall be used by me/us solely for the purpose of business.

I/We also hereby declare/confirm that the total turnover of my business is as below for year ended \_\_\_\_\_

CATEGORY	INVESTMENT IN P&M & VEHICLES (EXCLUDING LAND/BUILDING) (WDV)	TICK RELEVANT CATEGORY	AMOUNT ON INVESTMENT (₹)
MICRO	UP TO ₹5 CRORES		
SMALL	OVER ₹5 CRORES UP TO ₹50 CRORES		
MEDIUM	OVER ₹50 CRORES UPTO ₹250 CRORES		
NONE OF THE ABOVE	OVER ₹250 CRORES		

As proof of me being an MSME with investment/turnover mentioned above, I submit my following registration proof

Proof of GST Registration:

Proof of MSME Registration:

a) GST Registration Certificate

a) Udyam Registration Certificate (Mandatory)

b) Exemption from GST Proof/Declaration Certificate

b) Udyog Aadhar Registration

I/We also understand that the above declaration is required for reporting of the borrower category under Priority Sector Lending to RBI.

This declaration is submitted by me/us towards my/our Loan Application No. \_\_\_\_\_ for financing purchase of/against

Equipment/Vehicle Make & Model: \_\_\_\_\_

Registration No. : \_\_\_\_\_

Thanking You.

Yours truly,

Borrower	Co-Borrower Name	Signature
Signature: _____	1. _____	_____
Name : _____	2. _____	_____
	3. _____	_____

ENCL A/A: COPY OF P&L BALANCE SHEET/GST RETURNS/REGISTRATION CERTIFICATES AS ABOVE



**FITMENT OF VEHICLE TRACKING DEVICE**

To  
BANDHAN BANK LTD.  
DN-32, Sector –V, Salt Lake City, Kolkata-700091

Date: \_\_\_\_\_

Dear Sir,

Sub: **FITMENT OF VEHICLE TRACKING DEVICE**

Ref: Loan Agreement No. \_\_\_\_\_, Vehicle Registration No. \_\_\_\_\_  
Engine No. \_\_\_\_\_, Chassis No. \_\_\_\_\_

- (A) Pursuant to the Loan Agreement referred above in respect of the Vehicle detailed above, I/We hereby, jointly and severally and unconditionally authorise Bandhan Bank Ltd., (including its successors and assigns etc) to do the following:
1. To identify an appropriate Vehicle Tracking Device and fit/embed the same in my/our above mentioned vehicle; and I/we agree that the choice and the appropriateness of the vehicle tracking device shall be at the sole discretion of Bandhan Bank Ltd which shall not be questioned by me/us at any point in time.
  2. To negotiate and finalise initial price for the Vehicle Tracking Device along with the associated monthly costs for keeping the said device operational, to procure and to replace the said device, if required, during the currency of the Loan Agreement.
  3. To charge to me/us and recover from me/us all relevant costs, expenses, charges, fees, etc., together with necessary, applicable taxes, as are incurred initially and periodically, to render the Vehicle Tracking Device operational.
  4. To track, at all times during the currency of the Loan Agreement, the movement of the above mentioned vehicle, its geographical location, route followed and collect all information relating to various aspects of driving including hard-braking, over-speeding, impact assessment, idle time of vehicle, time driven, etc., in short the activities for which the very Vehicle Tracking Device is hereby agreed by me/us to be installed to my/our vehicle above referred.
  5. To authorise such other entities/organisations/agencies including its employees such as the insurer(s) of the vehicle, recovery personnel, risk advisory organisations etc., to have access to all data emanating from the Vehicle Tracking Device
  6. To activate at any time during the currency of the Loan Agreement, at its sole discretion, the immobiliser in the Vehicle Tracking Device, which shall cause the cessation of the movement of the vehicle at the earliest opportunity and to authorise the insurer(s) of the vehicle to activate the immobiliser immediately on the intimation of the theft of the vehicle; I/we agree that in case of the vehicle is not immobilised for any technical reasons, I/we shall not hold the insurer liable or responsible for any consequences.
- (B) Further, I/We do hereby, jointly and severally undertake to do the following :
1. To ensure that the Vehicle Tracking Device is not removed/detached/tampered with/cut-off from the above mentioned vehicle at any time during the currency of the Loan Agreement
  2. To use the device at all points in time and bring to notice any/all instances of non-functioning/mal-functioning of the Vehicle Tracking Device to Bandhan Bank and/or the chosen manufacturer/vendor of the Device
  3. To either activate myself/ourselves or inform Bandhan Bank Ltd./insurer, as the case may be, the immobiliser immediately on coming to knowledge of any theft/attempted theft of the vehicle and before reporting the same to Bandhan Bank Ltd., or to the insurer(s).
  4. To deactivate the immobiliser only with the prior authorisation of Bandhan Bank Ltd., at all points in time
  5. To pay to Bandhan Bank Ltd., all the monthly/recurring charges for keeping the said Vehicle Tracking Device operational,
- (C) I/We hereby confirm that if the device is rendered non-operational due to default in my/our payment of any or all charges/costs/fees/expenses, and during the period of such default if the theft of the vehicle is caused, then the insurer(s) shall be fully absolved of all their liability to indemnify the claim, notwithstanding anything else agreed anywhere else.
- (D) I/We confirm that in case of pre-closure of loan account or after completion of loan tenure, I/we shall at/our discretion have direct maintenance/related arrangements with the parties as applicable.
- (E) I/We, hereby confirm that the choice of availing the service of purchase, installation and maintenance of the said Vehicle Tracking Device by you is at my/our sole discretion without any recommendation of anyone including insurer.
- (F) I/We further confirm that this letter shall constitute a part of the above said Loan Agreement and shall be irrevocable during the tenure of the Loan Agreement.

\_\_\_\_\_  
BORROWER

\_\_\_\_\_  
CO-BORROWER

**DELIVERY CONFIRMATION LETTER**

From  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date: \_\_\_\_\_

*(Borrower's Name & Address)*

To  
BANDHAN BANK LTD.  
Consumer Finance Division No.34, G.N. Chetty Road T.Nagar, Chennai - 600 017.

I/We, hereby acknowledge that I/We have taken delivery of below mentioned vehicle from the Dealer and the said vehicle is in good order and condition, complete with all tools and accessories, having availed loan from Bandhan Bank Limited against hypothecation of the said vehicle under loan agreement (mentioned hereinafter) and in accordance with the terms and conditions contained therein. The purchase price has been paid through the loan obtained from Bandhan Bank Ltd.

**Vehicle Make and Model** : \_\_\_\_\_  
**Policy No.** : \_\_\_\_\_  
**Engine No.** : \_\_\_\_\_  
**Loan Agreement No.** : \_\_\_\_\_  
**Chassis No.** : \_\_\_\_\_  
**Loan Amount** : \_\_\_\_\_

Thanking you,

Yours truly,

\_\_\_\_\_  
BORROWER

\_\_\_\_\_  
CO-BORROWER

**AUTHORISATION LETTER FOR CREDIT VERIFICATION**

From  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date: \_\_\_\_\_

*(Borrower's Name & Address)*

To  
BANDHAN BANK LTD.  
Consumer Finance Division No.34, G.N. Chetty Road T.Nagar, Chennai - 600 017.

**Ref: My/Our loan application to you for purchase of a vehicle/asset**

In connection with my/our above application, I/We agree that you may, either by yourself or through your authorised person/s, lawyer/s and or through other agencies/credit bureaus,

- c) Take up such references and make such enquiries about me/us, as you may deem necessary
- d) Contact other NBFC(s)/Bank(s)/Financial Institution(s)/Employer(s) with whom I/We had/have dealings and obtain from them any and all information, credit reports etc about me/us, to determine my/our credit worthiness.

I/We also agree that you shall be free to provide any and all the information about me/us and details of financial facilities enjoyed by me/us with you, my/our repayment record with you and my/our credit worthiness, to other NBFC(s)/Bank(s)/Financial Institution(s) and Credit bureaus.

**Loan Amount** : \_\_\_\_\_  
**Vehicle/Asset Details** : \_\_\_\_\_

Thanking you,

Yours faithfully,

\_\_\_\_\_  
BORROWER

\_\_\_\_\_  
CO-BORROWER

**POWER OF ATTORNEY (POA)**

Specific Power of Attorney

This Specific Power of Attorney is executed on this \_\_\_\_\_ day of \_\_\_\_\_ by \_\_\_\_\_  
 \_\_\_\_\_ (Name & Address of the Borrower & Co-Borrower) in favour of \_\_\_\_\_ (Details of Attorney)

KNOW ALL MEN BY THESE PRESENTS that I/We \_\_\_\_\_ S/o, D/o, W/o \_\_\_\_\_ &  
 \_\_\_\_\_ presently residing at \_\_\_\_\_

and permanent residence of \_\_\_\_\_

WHEREAS, I/We have availed CVCE loan for the loan account no \_\_\_\_\_ of ₹ \_\_\_\_\_ (Rupees \_\_\_\_\_  
 \_\_\_\_\_ only) from Bandhan Bank Limited, \_\_\_\_\_ branch and as security, hypothecated  
 certain vehicles/equipment (which details are more particularly mentioned in Schedule herein below) with Bandhan Bank Limited.

AND WHEREAS I/We have agreed to repay the loan/have repaid the loan and cleared the O/S dues of the Bank and in this connection, the Bank, on receipt of full and final loan amount with interest,  
 other charges, etc., has agreed to release the vehicle/Equipment hypothecated in favour of Bandhan Bank Limited.

AND WHEREAS, currently I/We am/are at \_\_\_\_\_ place for the reason \_\_\_\_\_ and therefore, I/We am/are unable to attend  
 Bandhan Bank Limited, \_\_\_\_\_ branch and close the vehicle/equipment loan from Bandhan Bank Limited and as such  
 I/We hereby nominate, constitute and appoint my/our \_\_\_\_\_, S/o, D/o, W/o \_\_\_\_\_ and  
 R/O \_\_\_\_\_ and presently residing at \_\_\_\_\_

as my/our Attorney, (hereinafter referred to as "the said Attorney ") for me/us and in my/ our name and with full power and authority to act for me/ us and on my/ our behalf and execute and do  
 all or any of the following acts, deeds and things.

To complete all the requisite formalities in connection with the CVCE loan availed from Bandhan Bank Limited for the loan account no \_\_\_\_\_ and collect the NOC,  
 which are in possession of Bandhan Bank Limited, for and on my/our behalf.

To sign and execute any documents, letters, declarations, indemnity bonds, release letter, receipt or any other documents as may be required by Bandhan Bank Limited in respect of closing of CVCE  
 loan/handing over the NOC.

To execute all renewal of loan documents both facility as well as security documents as the case may be and any other document ancillary to the same.

AND GENERALLY to do all other acts, deeds, matters and things which I/We myself/ourselves would have done, in connection with the closing of CVCE loan and collection of NOC from Bandhan  
 Bank Limited if personally present.

AND

I/We within named \_\_\_\_\_ do hereby agree and undertake to ratify and confirm all and whatever my/our  
 Attorney shall lawfully do or cause to be done by virtue or pursuant to and within the provisions of these presents.

**SCHEDULE**

(LIST OF CVCE HYPOTHECATED WITH BANDHAN BANK LIMITED)

IN WITNESS THEREOF, I, the said \_\_\_\_\_ have hereunto set and subscribed my hand to these presents at \_\_\_\_\_ on this  
 \_\_\_\_\_ day of \_\_\_\_\_.

SIGNED AND DELIVERED by the  
 Said \_\_\_\_\_ and \_\_\_\_\_ At

Signatures of Borrower & Co-Borrower

Accepted by the  
 At \_\_\_\_\_ the Attorney

Signature of Attorney

Before me  
 Notary Public/Indian Embassy Office

**AFFIDAVIT-CUM-INDEMNITY BOND TO CLAIM THE CVCE BY BLOOD RELATION (DEATH CASE)**

To  
Bandhan Bank Limited,  
\_\_\_\_\_ Branch.

Date: \_\_\_\_\_

I, \_\_\_\_\_ aged about \_\_\_\_\_ years, residing at \_\_\_\_\_  
\_\_\_\_\_ solemnly affirmation state that my \_\_\_\_\_ (RELATION) \_\_\_\_\_  
Shri/ Smt. \_\_\_\_\_ expired on \_\_\_\_\_ at \_\_\_\_\_.

He/She has left behind him/her the following heirs including me/us according to the law of succession by which he/she was governed. Name, Age & Relation of the heirs with the said deceased borrower:

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_

In the case of minor Hindu heirs

Being the mother, I am the natural guardian of the said minor heirs.

There are no other heirs than those mentioned above. The said deceased has left has not left a will. Nobody has obtained any legal representation from any Court regarding the estate of the said deceased nor has anyone applied for or is required to apply for the same.

The said deceased had entered into an CVCE loan agreement for the loan account no. \_\_\_\_\_ with Bandhan Bank Limited dated \_\_\_\_\_ for a loan of Rs. \_\_\_\_\_.

I \_\_\_\_\_ agree to pay the outstanding amount of Rs. \_\_\_\_\_.

As the legatee/executor/heir/sole heir and in consideration with the other above-mentioned heirs I have requested Bandhan Bank Limited to close the loan in the name of the said deceased and transfer ownership of the hypothecated CVCE to myself, and have requested Bandhan Bank Limited that there are no claims by any person against the said CVCE.

I do hereby agree to indemnify and keep indemnified Bandhan Bank Limited against any claims made against Bandhan Bank Limited in respect of the said CVCE by any other person, and against any loss, costs, charges and expenses incurred or suffered by Bandhan Bank Limited by reason of the transfer of loan availed by the deceased borrower and ownership of the said CVCE to myself in place of the said deceased.

Dated the \_\_\_\_\_ day of \_\_\_\_\_

Signature \_\_\_\_\_

In the presence of \_\_\_\_\_

**UNDERTAKING FORMAT TO BE GIVEN BY BORROWER IF NOT A DIRECTOR IN A BANK**  
*(To be obtained on the letter head of the borrower)*

To  
BANDHAN BANK LTD.  
Dear sirs'

Re: Loan agreement No. \_\_\_\_\_ for Finance of \_\_\_\_\_

I/We hereby declare that

- a) I am/We are not a director/relatives of any director in any bank - Private sector, Public Sector or Cooperative Bank
- b) I/We are not a director/relative of any director or senior management officials in your Banks.

\_\_\_\_\_  
BORROWER

\_\_\_\_\_  
CO-BORROWER

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

Date : \_\_\_\_\_

Bank copy

**CONSENT LETTER BY OTHER LEGAL HEIRS (DEATH CASE)**

To \_\_\_\_\_ Date: \_\_\_\_\_

Bandhan Bank Limited,  
\_\_\_\_\_ Branch.

We,

- 1) \_\_\_\_\_, age about \_\_\_\_\_ years residing at \_\_\_\_\_.
- 2) \_\_\_\_\_, age about \_\_\_\_\_ years residing at \_\_\_\_\_.
- 3) \_\_\_\_\_, age about \_\_\_\_\_ years residing at \_\_\_\_\_.
- 4) \_\_\_\_\_, age about \_\_\_\_\_ years residing at \_\_\_\_\_.

In case of minor Hindu heirs

Being the mother, I am the natural guardian of the said minor heirs.

I do hereby state that my/our \_\_\_\_\_/\_\_\_\_\_ Shri/Smt. \_\_\_\_\_ died intestate on \_\_\_\_\_ at \_\_\_\_\_ leaving behind him/her the following heirs according to the law by which he/she was governed.

Name, Age & Relationship of heirs with the said deceased

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_

Late Mr./Mrs. \_\_\_\_\_ (original borrower) had availed CVCE loan from the loan account no \_\_\_\_\_ on \_\_\_\_\_ and loan documents in that regard was executed by the original borrower in favour of your Bank.

Shri/Smt. \_\_\_\_\_, one of the heirs of the deceased has requested Bandhan Bank Limited to transfer the rights and close the obligations of the deceased as borrower under the loan agreement dated \_\_\_\_\_ between the deceased and Bandhan Bank Limited.

We, the above-named heirs hereby accord our consent to the transfer of the said loan to Shri/Smt. \_\_\_\_\_ and to signing of the loan agreement between Bandhan Bank Limited and Shri/Smt. \_\_\_\_\_ as a borrower and the said pledged CVCE may be transferred in his/her name on the terms and conditions as the Bank may deem fit.

Signatures,

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_

To be attested by Gazetted Officer or Executive Magistrate

**AFFIDAVIT CUM NO OBJECTION CERTIFICATE FROM LEGAL HEIR(S)**

I/ We, below named am/are the only legal heir(s) of \_\_\_\_\_ (name of the deceased customer)

No.	Name of the Legal Heir(s)	Age	Residential Address	Relationship with the Deceased

**I do hereby solemnly affirm and declare as under:**

That I/We state that the said deceased \_\_\_\_\_ died on \_\_\_\_\_ at \_\_\_\_\_ (hereinafter referred as "said deceased") leaving behind me/us, whose details are stated above.

That I/We hereby declare that apart from above mentioned, there are no other claimants/legal heir(s) of the said deceased having any claim to the assets and properties of the said deceased.

That I/We further state that the said deceased was holding an account \_\_\_\_\_ (hereinafter referred as the "said account") in \_\_\_\_\_ (hereinafter referred as the "Bank").

That I/We solely/jointly hereby declare and give consent that \_\_\_\_\_, one of the above stated legal heir is entitled to act on my/our behalf relating to the said account of the said deceased.

That I/We solely/jointly hereby declare and confirm that the said \_\_\_\_\_ is enabled to close the account of the said deceased being one of the legal heirs and is also enabled to receive the NOC from the Bank against the closure of said account after complying with all the terms & conditions as may be stated/required by the Bank.

That I/We the above-mentioned legal heirs solely/jointly declare and confirm that I/We have no objection whatsoever in closing of the said account and delivering the said CVCE to \_\_\_\_\_.

That I/We also confirm that I/We shall not claim any damages/expenses etc from the Bank in whatsoever manner with regard to any dispute with the closing the said account and delivering of the said CVCE to \_\_\_\_\_, and that I/We shall not hold Bank or its officials liable for the same in any manner.

I/We solemnly affirm that the information furnished above is true and correct in all respects and I/We make the aforementioned declaration solely/jointly and sincerely out of my/our own knowledge and information, being the legal heir(s) of the said deceased and I/We have not concealed any information.

Signature(s) of Legal Heir(s)

1) \_\_\_\_\_

2) \_\_\_\_\_

3) \_\_\_\_\_

Signature of Witness

To be attested by Executive Magistrate/Notary Public





**Registered Office**

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**[www.bandhan.bank.in](http://www.bandhan.bank.in)**