



AUTO/TWO-WHEELER LOAN AGREEMENT

Customer Name: _____

Loan Agreement No.: _____



Bandhan
Bank

LOAN AGREEMENT

This LOAN AGREEMENT made at _____ on _____ day of _____, 20 _____ specified in **Schedule I ("Agreement")** by and between:

BANDHAN BANK LIMITED, a company incorporated under Companies Act, 2013 and a banking company within the meaning of the Banking Regulation Act, 1949, having its registered office at DN-32, Sector-V, Salt Lake City, Kolkata-700091 (hereinafter referred to as the "**Lender**") of the One Part;

and

The Borrower(s), including any co-borrower whose name(s) and address(es) are stated in the **Schedule I**, (hereinafter jointly called "**the Borrower / Applicant**") (which expression shall unless the context otherwise requires, include the heirs, executors, administrators, successors and permitted assigns) of the Other Part.

WHEREAS:

- A) The Borrower, as per the Application Form (hereinafter defined) has approached the Lender for a loan amount as specified in Schedule I for purchase of the vehicle as more particularly described in Schedule I (hereinafter referred to as the "Vehicle").
- B) The Lender has agreed to grant and the Borrower has agreed to avail the Facility on the terms and conditions stated herein below:

1. DEFINITIONS AND CONSTRUCTION

In these terms and conditions, unless there is anything repugnant to the subject or context thereof, the expressions listed below, shall have the following meanings:

- 1.1 "Application Form" means, as the context may permit or require, the credit facility application letter submitted by the Borrower as detailed in Schedule I for availing of the Facility, together with all other information, particulars, clarifications, letters and undertakings and declarations, if any, furnished by the Borrower or any other persons from time to time in connection with the Facility as required by the Lender.
- 1.2 "Due Date" means the date(s) on which any amounts in respect of the Facility including the interest and/or any other monies, fall due.
- 1.3 "Equated Monthly Installment" or "EMI" means the amount of each monthly payment as specified in Schedule I required to be paid to the Lender to amortize the Facility with interest over the tenure of the Facility.
- 1.4 "Facility" means such amount of the loan/financial assistance which is applied for / availed of by the Borrower, as specified by the Borrower in Schedule I.
- 1.5 "Interest" shall have the meaning as assigned to the term in Clause 3.1.
- 1.6 "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 Borrower 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 Borrower.
- 1.7 "Outstanding Dues" means and includes the outstanding principal amount of the Facility, interest on the principal amount of the Facility, all fees, costs, charges, expenses, stamp duty and all other sums whatsoever payable by the Borrower to the Lender including any additional / default interest in accordance with the Transaction Documents.
- 1.8 "RBI" means Reserve Bank of India.
- 1.9 "Sanction Letter" or "Letter of Credit" means the letter issued by the Lender sanctioning the Facility with the relevant particulars as mentioned in the letter.
- 1.10 "Transaction Documents" means this Agreement together with the Application Form and include all writings and other documents executed or entered into, or to be executed or entered into, by the Borrower or, as the case may be, any other person, in relation, or pertaining, to the Facility and each such Transaction Document as amended from time to time.

2. FACILITY

- 2.1 The principal amount of the Facility applied for / availed of by the Borrower shall be the amount specified in Schedule I.
- 2.2 The Borrower agrees and acknowledges that the details provided and the representations made in the Application Form are the basis of this Agreement and the Lender has acted on the basis of representations contained therein.

3. INTEREST

- 3.1 The Borrower shall be charged interest on the Facility from the date of disbursal of the Facility at the rate specified in Schedule I ("Interest").
- 3.2 Notwithstanding the above, in the event of any extraordinary or unforeseen changes in the money market conditions, the Lender shall in its discretion be entitled to change the said rate of Interest with intimation to the Borrower. The Lender shall be the sole judge to determine whether such conditions exist or not.
- 3.3 The Lender shall be entitled to revise the rate of Interest at any time and from time to time as per its policy, market conditions and/or applicable laws and regulations, if any, during the tenor of the Facility at its sole discretion.
- 3.4 The Borrower will be notified within 15 (fifteen) days of the revised Interest rate becoming applicable on the Facility.

- 3.5. The Interest will be calculated on the basis of the rate of interest mentioned in Schedule I and rounded off to the next rupee calculated on monthly rests and any other charges shall be computed on the basis of a year of 360 (three hundred sixty) days. However, in the event the Borrower intends to foreclose the Facility, the interest would be calculated upto the date of actual foreclosure.

- 3.6. The Borrower hereby agrees and confirms that in order to work out suitable monthly installment to be payable by the borrower towards repayment of the Facility and payment of Interest, the Lender has adopted a reasonable and genuine basis.

4. ADDITIONAL INTEREST

If the Borrower defaults in making payment of any amount of Outstanding Dues to the Lender on the respective Due Date(s), the Borrower shall be liable to pay default interest at the rate specified in Schedule I ("Additional Interest") in addition to the Interest applicable to the Facility (plus applicable interest tax or other statutory levy) on all such Outstanding Dues from the relevant Due Date(s) till the date of payment of such entire amount. Such Additional Interest shall be in addition to any other charges which the Borrower is liable to pay to the Lender in terms of the Facility. The rate of Interest as specified above is reasonable and represents genuine pre-estimate of the loss expected to be incurred by the Lender in the event of non- payment of any monies by the Borrower and the Borrower hereby acknowledges the genuineness and reasonability of the same. All amounts in default for payment (i.e. not paid by the Borrower when due to the Lender) including arrears of EMI, interest before the commencement of EMI, costs, charges and expenses debited to the Borrower's account shall attract Additional Interest without there being any need to assign a reason for such revision and interest and penal interest shall thereafter accrue at such revised rate(s) a s per the Schedule I.

5. DISBURSEMENT

- 5.1 The disbursements under the Facility to such person(s) as may be directed by the Borrower in the Application Form shall be deemed to be disbursements made to the Borrower. Disbursements under the Facility shall be deemed to be made on the date the cheque(s) / pay order(s) / authorization(s) / demand draft(s) are issued / made by the Lender and not on the date of their actual receipt, and if by credit, when credit is made by the Lender.
- 5.2 Any undrawn amount of the Facility will be cancelled at the option of the Lender. The Lender also has the right at any time during the Facility, to cancel the same and thereby demand repayment without attributing any specific reason.
- 5.3 The Lender may not disburse at any time, any amount under the Facility unless the following conditions are complied with in the sole discretion of the Lender: (a) The Agreement is duly executed and delivered to the Lender by the Borrower; (b) The Borrower's submission to the Lender of post-dated cheque(s) towards repayment EMI; (c) Any other document or writing as the Lender may require in its sole discretion; and (d) Submission of all the necessary approvals and permission from the appropriate authorities.
- 5.4 The Lender shall be entitled to debit all other amounts due and payable by the Borrower under this Agreement (including but not limited to interest tax, fees, stamp duty, processing fee, login fees, costs, service and other charges, claims and expenses including expenses which may be incurred by the Borrower in the enforcement or attempted enforcement of security created in favour of the Lender, including for re-possession and/or sale of Vehicle and/or for recovery of the Facility or any part thereof), unless separately reimbursed to the Lender by the Borrower. Such amounts shall form part of the Facility.
- 5.5 Interest Tax and other taxes/levies as may be applicable from time to time on the Loan shall be borne solely by the Borrower.

6. REPAYMENT

- 6.1 The Borrower shall repay the Outstanding Dues to the Lender in the manner and installments as stipulated in Schedule I.
- 6.2 The repayment of the outstanding dues by the Borrower to the Lender under the transaction documents shall be payable by/through any of the following modes:
(i) National Automated Clearing House/other Electronic Clearing System as notified by RBI
(ii) Standing instructions details whereof are mentioned in the Schedule I for a direct debit from the Borrower's account with the Lender
- 6.3 The Lender shall have the right to review and reschedule the repayment terms of the Outstanding Dues at any time in such manner and to such extent as the Lender may in its sole discretion decide. In such an event the Borrower shall repay the Outstanding Dues as per the revised schedule as communicated to the Borrower by the Lender in writing.
- 6.4 The Borrower shall promptly replace the mandates, agreements and/or other documents executed for payment of the EMI and issue fresh mandates, agreements and/or other documents in lieu thereof to the satisfaction of the Lender in the event of any variation in the Due Date(s) or amount of EMIs or if the Lender is facing any difficulty inconvenience/impediment for any reason whatsoever in issuing debit instructions or if required at any time by the Lender at its sole discretion.
- 6.5 Irrespective of the mode of payment / repayment selected by the Borrower in the Application Form, the Lender shall, as it may deem appropriate and necessary, be entitled to require the payment and/or collection of the EMI and all other amounts

<p>comprising the Outstanding Dues, by means of the RBI's electronic clearing system, by itself or through such other person permitted for the same.</p>	<p>Outstanding Dues. The Borrower hereby agrees that any and all filings made and any endorsement on the Registration Certificate obtained from the concerned Registering Authority in relation to the hypothecation and charge created over the Vehicle shall be deemed to have been filed/obtained (as the case may be) for the purpose of the Facility and all the Outstanding Dues.</p>
<p>6.6 The Lender may, in its sole discretion, require the Borrower to adopt or switch to any alternate mode of payment and the Borrower shall comply with such request, without demur or delay.</p>	<p>10.6 The charge herein created shall continue unless and until the Lender issues a certificate discharging the security created herein and shall not affect, impair or discharge the liability of the Borrower by winding up (voluntary or otherwise) or by any merger or amalgamation, reconstruction, takeover of the management, dissolution or nationalization (as the case may be) of the Borrower.</p>
<p>6.7 No notice, reminder or intimation will be given to the Borrower regarding his obligation to pay the EMI regularly on each due date. It shall entirely be his responsibility to ensure prompt and timely payment to the Lender. Any delay or default in payment of any EMI shall make the Borrower liable to pay to the Lender, Additional Interest at such rates (for the period of such default) as mentioned in the Schedule, besides constituting a default thereby making all sums under this Agreement due and payable to the Lender forthwith.</p>	<p>10.7 The hypothecation and charge in favour of the Lender shall be deemed to take place immediately on signing of this Agreement or delivery of the Vehicle, as the case may be, whichever is earlier.</p>
<p>6.8 The loss, theft, destruction or damage of the Vehicle shall neither detract from the liability of the Borrower to make the repayment to the Lender herein nor shall it affect the continuance of this Agreement.</p>	<p>10.8 Without prejudice to the aforesaid, the Borrower hereby agree to create such further/additional security as the Lender may at its sole and absolute discretion deem necessary for the purpose of securing the Facility and all the Outstanding Due.</p>
<p>7. LIABILITY</p>	<p>10.9 The Borrower shall execute any bonds, promissory notes for the Facility and all such documents, power of attorney(s)/undertakings and Agreements as may be required by the Lender at any time during the currency of this Facility and/or the Outstanding Dues.</p>
<p>7.1 The Borrower shall be solely liable to bear any increases in the price of the Vehicle and/or the costs of insuring or registering the Vehicle.</p>	<p>10.10 The Borrower shall not sell, charge, lease, surrender, assign, transfer, let, further encumber or otherwise howsoever alienate, transfer, create interest in favour of any other person or deal with/in the Vehicle(s)/Security or any part thereof during the continuation of the obligations under this Agreement.</p>
<p>7.2 The Borrower shall continue to remain at all times liable and responsible for ensuring the payment / repayment of all EMI of Outstanding Dues on or before the relevant Due Date(s) without any further notice / intimation being given by the Lender at such place/s as the Lender may specify, without any deductions whatsoever so as to enable the Lender to fully realize the amounts due on or before the respective Due Date(s). Credit for payments by any method will be given only on realization or on the relative Due Date(s) whichever is later. The acceptance by the Lender of any payment which is less than the full EMI shall not constitute a waiver of the Lender's right to receive payment in full at such time or at any subsequent time or a waiver of any other rights whatsoever of the Lender.</p>	<p>10.11 The Borrower shall, if required by the Bank:</p> <ul style="list-style-type: none"> i) Comprehensively insure and keep insured the Vehicle(s) with an insurance company against loss by fire, earthquake, floods and any loss or damage to the Vehicle(s) due to any force majeure or Act of God or the damages; ii) Obtain insurance cover against the risk of death and injury to the Borrower, with the Bank as sole beneficiary or the first loss payee and submit to the Bank, original insurance policy document(s) and premium/a payment receipts thereof.
<p>8. PREPAYMENT</p>	<p>10.12 The Borrower irrevocably nominate, constitute and appoint the Bank to be the true and lawful attorney of the Borrower in the name and for and on behalf the Borrower to do, execute and perform or cause to be done, executed and performed all the following acts, deeds and things or any of them:</p>
<p>8.1 The Lender may, in its sole discretion and on such terms as to prepayment fees, etc. as it may prescribe, permit acceleration of EMIs or pre-payment at the request of the Borrower. If permitted by the Lender, the Borrower shall give prior written notice of his intention to prepay the Outstanding Dues and pay to the Lender such prepayment charges mentioned in Schedule I, subject to change by the Lender at any time and from time to time. In the event the Lender permits any prepayment, the repayment schedule shall be altered by the Lender at the request of the Borrower and the Borrower hereby agrees to adhere to such altered repayment schedule.</p>	<p>1. To create security in favour of the Bank in any form and manner acceptable to the Bank over the Vehicle.</p>
<p>8.2 The Borrower shall be permitted to make partial prepayment of the Facility ahead of the prescribed EMI, provided that such partial prepayment shall be permitted only once in a calendar month and in aggregate not more than twice in a financial year. The Borrower may, foreclose the Facility (subject to foreclosure / part prepayment charges payable at the rate mentioned in Schedule I on the outstanding amount) by giving a 30 days' notice in writing to that effect, subject to such partial prepayment being provided and permitted as per the Sanction Letter.</p>	<p>2. To deposit title deeds/documents evidencing title with the Bank and/or make, execute, sign and deliver in favour of the Bank any documents in respect of the aforesaid, in a form and manner satisfactory to the Bank for the purpose of creation of Security.</p>
<p>9. CONDITIONS PRECEDENT</p>	<p>3. To apply for and obtain the necessary certificate or any other certificate/approvals/permissions/consents/licences that may be necessary or required for the creation/perfection/ registration of the Security as mentioned above and all other deeds or documents and for the above purpose, to appear for and on behalf of the Borrower before the income tax authorities and/or any other statutory/regulatory authority or person in any jurisdiction as may be necessary for the purpose aforesaid and/or if need be to pay or discharge any tax liability for and on behalf the Borrower reimbursing all such sums as may have been so paid and without prejudice to claim such reimbursement and to debit such amount to the accounts of the Borrower carrying interest at the stipulated rate together with Additional Interest.</p>
<p>9.1 The Borrower shall, prior to disbursement of the Facility by the Lender, provide the Lender with documents evidencing the payment of Borrower's contribution towards the purchase of the Vehicle, as specified in Schedule I.</p>	<p>4. To do or cause to be done all such acts, deeds and things as may be necessary or proper for the effectual completion, perfection and registration, if required, of all other deeds and documents.</p>
<p>9.2 The Borrower shall have executed and delivered all adequate documentation as required by the Lender.</p>	<p>5. To do or cause to be done all other acts, deeds, matters or things which the Bank may deem necessary or expedient for the purpose of or in relation to the Security.</p>
<p>9.3 In addition to the above, the Borrower shall be subject to any other additional conditions as stipulated in the Sanction Letter.</p>	<p>11. COVENANTS</p>
<p>10. SECURITY</p>	<p>11.1 The Borrower shall be solely and exclusively responsible for the quality, condition, fitness and performance of the Vehicle and for getting / delivery of the Vehicle from the dealer / seller, and the Lender shall not be liable or responsible for any delay in delivery of the Vehicle or any demurrage cost or for any defect or variation in the quality, condition or fitness or performance of the Vehicle or any guarantees or warranties given by the dealer / seller in respect thereof. The Borrower shall maintain the Vehicle in good condition and all necessary repairs, additions and improvements thereto will be made during the continuance of this Agreement and that the Borrower will ensure that the state of the Vehicle does not diminish.</p>
<p>10.1 The Borrower hereby hypothecates and charges in favour of the Lender as and by way of first charge on the said Vehicle for the payment to the Lender of all the Outstanding Dues ("Security"). The Vehicle shall remain a continuing security to the Lender binding upon the Borrower and the Security shall not be discharged until the full repayment of all the Outstanding Dues to the satisfaction of the Lender.</p>	<p>11.2 The Borrower shall, within 3 (three) days from the date of approval of the Facility or delivery of the Vehicle (whichever is earlier), have the Vehicle registered with the appropriate registering authority and submit a certified copy of the registration certificate to the Lender. The registration of the Vehicle shall be made clearly indicating that such Vehicle is exclusively charged in favour of the Lender. Where full details of Vehicle are not available at the time of submitting the Application Form, the Borrower shall immediately furnish all such details of the Vehicle to the Lender on the receipt of such details from the appropriate authority, in such format as specified by the Lender.</p>
<p>10.2 The Borrower hereby agrees to obtain an endorsement of the hypothecation on the Registration Certificate from the concerned Registering Authority and submit a copy of the invoice and the Registration Certificate containing the endorsement of hypothecation of the Vehicle in favour of the Bank, within 90 days from the execution of this Loan agreement. Provided that if the Vehicle (to be acquired) has not been delivered to and/ or registered (wherever applicable) in the name of the Borrower at the time of signing of this Agreement, the particulars of the Vehicle shall be informed in writing by the Borrower within two calendar days of such delivery and / or registration, whereupon such writing shall deemed to form part of this Agreement.</p>	
<p>10.3 The Borrower hereby agrees that the Lender is not responsible for delivery of duly endorsed Registration Certificate and that the Borrower shall not withhold payment of EMI on the ground that Registration Certificate has not been delivered.</p>	
<p>10.4 The Borrower hereby expressly and irrevocably agrees that they shall be estopped from taking the plea that on the date this Agreement was signed the exact details of the Vehicle were not available.</p>	
<p>10.5 The charge created by the Borrower shall stand as security for the repayment and payment by the Borrower the Facility granted by the Lender together with all</p>	

- 11.3 The Borrower unconditionally agrees, undertakes and acknowledges that the Lender has an unconditional right to cancel the outstanding undrawn commitments under the Transaction Documents at any time during the currency of the Facility and that the Lender shall endeavor to provide prior intimation of the same to the Borrower.
- 11.4 The Borrower shall bear all interest tax, service tax, all other imposts, duties (including stamp duty and relevant registration and filing charges and taxes (of any description whatsoever) as may be levied from time to time by the Government or other authority.
- 11.5 The Borrower shall comply with all laws, rules and regulations (statutory or otherwise) relating to the Vehicle and its use and shall obtain, and keep effective at all times, all necessary insurance, licenses, registrations, permissions, approvals and consents for the use of the Vehicle.
- 11.6 The Borrower shall permit the Lender (and any of its representatives), at all times, to inspect, view and examine the state and condition of the Vehicle and/or the documents relating thereto. The Borrower shall also, if required by the Lender, produce the Vehicle and/or the documents relating thereto for inspection to the Lender (and/or its representatives) at such place designated by the Lender (and/or its representatives) at the Borrower's sole cost and expense.
- 11.7 The said Vehicle shall be driven only by person duly qualified under the Motor Vehicles Act, 1988 including any amendments thereto as may be applicable from time to time and that in all respects the Borrower will comply with all the terms and conditions of his Vehicle's insurance policy.
- 11.8 The Borrower shall on the Lender's request do, perform and execute such acts, deeds, matters and things as the Lender may consider necessary either to perfect the Security or to carry out the intent of this Agreement.
- 11.9 The Borrower shall to the total satisfaction of the Lender, take all necessary steps and fill all forms necessary to:
- Register the hypothecation with the Road Transport Authority;
 - Effectuate transfer of ownership in the event of default and re-possession.
- 11.10 The Borrower shall confirm that the true copies of the document submitted for the purpose of the Facility are genuine. The Lender may at any time, call for or require verification of originals of any / all such copies. Any such copy in possession of the Lender shall be deemed to have been given only by the Borrower.
- 11.11 The Borrower shall not:
- Sell, mortgage, lease, surrender or otherwise howsoever alienate, encumber or create any third party interest in the Security or any part thereof;
 - Make and/or allow to be made any material alterations and/or additions in the Security without the consent of the Lender;
- Any such direct or indirect agreement/arrangement, lien, charge, encumbrance, hire, lease, transfer or parting with possession of the Security as stipulated above shall be deemed to be an act of criminal breach of trust and cheating by Borrower and the Lender shall be entitled in such circumstance, without any prejudice to the other rights of the Lender under the Agreement, to initiate appropriate criminal proceeding against the Borrower.
- 11.12 The Borrower shall furnish to the Lender detailed end use statement of the Facility as and when so required by the Lender within 7 (seven) days of receiving such request from the Lender.
- 11.13 The Borrower shall not apply for any duplicate registration book for the Vehicle otherwise than by delivering the application thereto to the Lender for endorsing its charge on the Vehicle or transfer the registration of the Vehicle to any city or town other than the city of registration without the written consent of the Lender.
- 11.14 The Borrower agrees and declares that the Demand Promissory Note (if to be taken), has been issued by the Borrower and/or standing instructions, ECS/NACH have been given by the Borrower, as the case may be, towards discharge of the Borrower's liability to repay the Facility together with the interest and charges accrued thereon to the Lender as well as to pay to the Lender all other sums of money payable in terms of this Agreement or other facilities availed by the Borrower including recovery of shortfall remaining due from the Borrower after adjustment of sale proceeds of the Hypothecated Vehicle on repossession/surrender and the dues of the Lender. Any dishonour of any of such cheque(s) issued or standing instructions given by the Borrower at any point of time for any reason whatsoever shall make and/or render the Borrower liable to face the consequences, as prescribed under the Negotiable Instruments Act, 1881 or the Payment and Settlement Systems Act, 2007, as may be amended from time to time, including but not limited to any other law in force as the case may be.
- 11.15 The Borrower also agrees that in the event of termination of this Agreement, for any reason whatsoever before the full and final re-payment of the Facility availed by the Borrower, the Lender shall be entitled to retain the Demand Promissory Note issued by the Borrower and bank them towards the recovery of the Outstanding Dues, if the Borrower has not repaid the Outstanding Dues, as per termination notice. Similarly, in the event of termination of the Agreement for any reason whatsoever before the full and final re-payment of the Facility availed by the Borrower, the Borrower shall not be entitled to withdraw any standing instructions given towards repayment of the Facility till the said Facility along with accrued interest is fully repaid to the Lender together with interest and other charges accrued thereon to the full and final satisfaction of the Lender.
- 11.16 The parties hereto confirm that the price of the Vehicle has been arrived at after taking into account all relevant taxes, duties and levies applicable as on the date of this Agreement. The Borrower agrees that the installments/EMI shall be increased by any fresh imposition or increase in price, taxes, duties, levies and charges during the subsistence of this Agreement or that are or may be levied on the EMI or the transaction hereunder or may become payable by the Lender by virtue of entering in to this Agreement. In the event of such taxes, duties, levies and charges increasing during the period of the placing of the order of the Vehicle and its acceptance and eventual delivery to the Borrower, such increase shall be borne and paid by the Borrower.
- 11.17 If the price of the Vehicle is revised upwards after the date hereof, then and in that event the Borrower shall pay the additional amount (in addition to the amount paid or to be paid by limit along with the Facility as the price of the Vehicle) that may be required for acquiring the Vehicle at such revised price and the Lender shall not be liable to pay any additional amount by way of Facility or otherwise for such revision in price of the Vehicle.
- 11.18 If the Borrower fails to pay the amount as mentioned above within 15 (fifteen) days of revision of the price of the Vehicle or within the period allowed for this purpose by the manufacturer or dealer of the Vehicle, whichever is earlier, then and in that event the Lender may at its discretion as agent of the Borrower cancel, annul or rescind the booking of the Vehicle and collect the refund of booking price (after such deductions as may be made by the manufacturer of the Vehicle or its dealer) for adjustment thereof against any amount that may be due and payable by the Borrower to it in terms hereof.
- 11.19 The Borrower for the purpose of clauses above, hereby irrevocably authorizes the Lender to cancel, annul or rescind any booking of the Vehicle and to receive any refund of booking price of the Vehicle from the manufacturer thereof or its dealer.
- 12. INSURANCE**
- 12.1 The Borrower shall, until the full repayment of Outstanding Dues, fully insure, and keep the Vehicle so insured against all comprehensive risks and assign the benefits of such policy/ies in with the name of the Lender appropriately endorsed and recorded as 'Hypothecated' in such insurance policy/ies, for a value as required by the Lender and procure evidence thereof to the Lender from time to time and whenever called upon to do so.
- 12.2 The insurance policy to be taken out hereunder shall be in the name of the Borrower and the Lender shall be described as loss payee/beneficiary under such insurance.
- 12.3 The Borrower shall, until the full repayment of the Outstanding Dues ensure that the above mentioned insurance policy/ies are valid, subsisting and operative and shall make timely payments of the premium.
- 12.4 If the Borrower fails to keep the Vehicle in a good and marketable condition, the Lender may without prejudice to its rights and remedies under this Agreement and in law take such steps as it may deem fit to keep and maintain the Vehicle or insure or renew such insurance at the Borrower's costs, charges and expenses, which shall be reimbursed by the Borrower on demand by the Bank.
- 12.5 The Lender shall have the right to receive and adjust any payment that it may receive in connection with any insurance policy / policies against the Facility 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.
- 12.6 The Lender at its option shall be entitled to adjust, settle or compromise in any manner whatsoever at the Borrower's cost any dispute arising under or in connection with any such policy or insurance and such adjustment, settlement and compromises shall be valid and binding on the Borrower.
- 12.7 The Lender at its option will have the right to appropriate any monies received from the insurance company towards the Borrower's obligation to the Lender.
- 12.8 The Borrower accepts that the Lender shall not be liable for any loss on account of non-renewal of insurance of the Vehicle and/or delay/non-payment by the insurance company/or any settlement claim by the Borrower.
- 13. REPRESENTATION AND WARRANTIES**
- 13.1 The Borrower hereby declares, represents and warrants on a continuing basis that:
- The Borrower shall have an absolute, clear and marketable title to the Vehicle and that the Vehicle shall be absolutely unencumbered and free from any liability and prior charges whatsoever.
 - Any disbursement of the Facility shall be for the sole and exclusive purpose of purchase of the Vehicle and the Borrower shall produce such evidence of the proposed utilization of the proceeds of each disbursement as is satisfactory to the Lender as and when required by the Lender.
 - Any disbursement of the Facility to the seller / dealer would be considered a disbursement to the Borrower.
 - There are no proceedings (in any form) or investigation pending or threatened, by or against the Borrower which might have a Material Adverse Effect.
 - The Borrower assures that subsequent to the Application Form there has been no Material Adverse Effect, which would affect the Lender and/or the provision of Facility by the Lender to the Borrower.
 - The Borrower has disclosed / furnished all facts / information to the Lender in respect of the Facility and all information in the Application Form is absolutely true, correct and complete in all respects and that no fact or information necessary to be furnished has been omitted.

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

13.3 In case there are more than one Borrower/Applicant, each borrower/applicant shall be jointly and severally liable to repay the loan, interest, and all other sums due and payable under this Agreement and to observe its terms and conditions

13.4 The contents of this Agreement have been read out, explained and interpreted to the Borrower in the language known to the Borrower and the same has been understood by the Borrower.

14. EVENTS OF DEFAULT

14.1 Each of the following shall be considered as an "Event of Default":

- (i) If any default shall have occurred in payment of any amounts due under this Agreement or any of the Transaction Documents;
- (ii) If any breach of any terms and conditions of this Agreement or any of the Transaction Documents occurs;
- (iii) If any information given by the Borrower to the Lender while availing the Facility or as confirmed in any of the Transaction Documents is found to be misleading or incorrect;
- (iv) If the Security is in jeopardy or depreciates in value, including in case of excess damage, to such an extent that in the opinion of the Lender further security should be given and such security is not given, or rights over the Security created in this Agreement are altered, or is used for any illegal purposes / activities, or if the ability of the Lender to enforce the Security created on the Vehicle is affected;
- (v) If the Borrower fails to inform the Lender 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;
- (vi) Any default by the Borrower under any credit facility agreement or arrangement entered into by the Borrower with the Lender, any bank and/or financial institution / non-banking financial company and/or other creditors, shall constitute an event of default under this Agreement and vice-versa ("Cross Default");
- (vii) If an application for declaring the Borrower insolvent or an order is passed against the Borrower; and/or
- (viii) One or more events, conditions or circumstances exist or shall have occurred which will have a Material Adverse Effect on the Facility.

14.2 The Borrower shall promptly notify the Lender in writing upon becoming aware of any default and any event which constitutes (or, with the giving of notice, lapse of time, determination of materiality or satisfaction of other conditions, would be likely to constitute) an Event of Default and the steps, if any, being taken to remedy it. The decision of the Lender as to whether or not an Event of Default has occurred shall be final and binding upon the Borrower.

14.3 The circular on the Prudential Framework for Resolution of Stressed Assets requires the lenders to recognize incipient stress in borrower's accounts, immediately on default, by classifying them as special mention accounts (SMA). The basis for classification of SMA categories shall be as follows:

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

The date of SMA/NPA shall reflect the asset classification status of an account at the day-end of that calendar date. Example: If due date of a loan account is March 31, 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.

14.4 The Borrower acknowledges that as per RBI guidelines, classification of accounts as NPA is done borrower wise and not facility wise and hence, it may be noted that in case of non-payment of dues by the Borrower in case of any facility availed from the Bank and consequently the account is to be classified as NPA, all other loan accounts of the Borrower with the Bank also shall be classified as NPA as per the guidelines

issued by RBI and it shall entitle the Bank to recall all such loans/facilities availed by the same customer from the Bank, irrespective of the regular repayment in such accounts.

15. RIGHTS AND REMEDIES OF THE LENDER

15.1 On the happening of any of the Events of Default, the Lender may, by a notice in writing to the Borrower and without prejudice to the rights and remedies available to the Lender under this Agreement or otherwise:

- i) call upon the Borrower to pay all the Outstanding Dues in respect of the Facility and otherwise; and
- ii) declare the Security to be enforceable, and the Lender, its representatives, servants, officers, agents and/or such other person in favour of whom such security is created ("Lender Representatives"), shall have inter alia, the right to enter upon and take possession of the Vehicle and/or to transfer or deal with the Vehicle by way of lease, leave and license, sale or otherwise in accordance with the provisions of the Agreement (notwithstanding anything to the contrary in this Agreement and irrespective of whether the Outstanding Dues have been recalled), provided a notice / intimation of such re-possession and/ or transfer is furnished to the Borrower.

15.2 Notwithstanding anything contained above, failure by the Lender to provide notice / intimate the Borrower under the Transaction Documents would not prejudice any other rights of the Lender under the Transaction Documents.

15.3 The Lender may, at its absolute discretion, appropriate any payments made by the Borrower and any amounts realized by the Lender by enforcement of Security or otherwise, towards the Outstanding Dues and in any manner whatsoever. Notwithstanding any such appropriation by the Lender towards settlement of any dues payable by the Borrower to the Lender, the Borrower shall continue to remain liable to the Lender for all remaining amounts comprising the Outstanding Dues.

15.4 The Lender shall be entitled, at the sole risk and cost of the Borrower, to engage any receiver, agent, manager or other person to collect the Outstanding Dues and/or to enforce any security provided by the Borrower or to exercise all or any of the powers hereby vested in the Lender with reference to the Security hereby created and shall be entitled to recover and receive from the Borrower the remuneration and/or charges of such receiver, agent, manager or other person as aforesaid. The Lender may also delegate to such person(s) the right and authority to perform and execute all acts, deeds, matters and things connected therewith or incidental thereto, as the Lender deems fit.

15.5 The Lender shall not in any way be liable / responsible, notwithstanding anything to the contrary under any applicable laws, for any loss, deterioration of or damage to the Security on any account whatsoever whilst the same are in the possession of the Lender or by reason of exercise or non-exercise of any rights and remedies available to the Lender as aforesaid.

15.6 Without prejudice to the rights conferred in the Lender under this Agreement upon occurrence of an Event of Default, the Lender shall have all the rights conferred on secured creditors under any law including but not limited to the Securitization and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 or any amendment or re-enactment thereof.

15.7 No delay in exercising or omission to exercise, any right, power or remedy accruing to the Lender upon any default under this Agreement or any other agreement or document shall impair any right, power or remedy or shall be construed as a waiver.

15.8 Notwithstanding anything contained herein, the Lender shall not in any way be responsible for delay, omission or neglect in encashment, damage or loss of any payment instruments including PDC(s)/cheque(s) (already given or to be given by the Borrower to the Lender in terms hereof) for any reasons whatsoever.

15.9 No interest or compensation shall be payable by the Lender to the Borrower on the proceeds held/to be held by the Lender, on any ground whatsoever.

15.10 The Lender shall not be responsible for delay, or non-delivery, or any defect, damage, or quality of the Vehicle, for which the Borrower shall be solely responsible. It is further agreed that the Lender shall not be responsible or liable even if there is a defect or dispute of any nature in the title (even if the Vehicle is found to be a stolen Vehicle) or ownership of the Vehicle and that the Borrower shall independently satisfy itself in this regard.

16. DISCLOSURE

16.1 The Borrower hereby agrees as a pre-condition of the Facility given to the Borrower by the Lender that the Lender has an unqualified right to disclose and furnish information regarding the Facility, the Borrower and/or the Guarantor/Co-Applicant (if a guarantee is provided in relation to the Facility) to any such person as it may deem fit, including but not limited to the RBI, Credit Information Bureau (India) Limited and any other agency authorized in this behalf by RBI.

16.2 The Borrower also agrees, undertakes and confirms that the Borrower understands that as a precondition relating to the grant of and/or continuing the grant of Facility to the Borrower, the Lender requires the Borrower's consent for the disclosure by the Lender of, information and data relating to the Borrower, of the Facility availed of / to be availed by the Borrower, in discharge thereof. Accordingly, the Borrower hereby agrees and gives consent for the disclosure by Lender of all or any such: a) Information and data relating to the Borrower; b) The information of data relating to its Facility availed of / to be availed by the Borrower and c) Default, if any, committed by the

- Borrower, in discharge of the Borrower's such obligation; d) as the Lender may deem appropriate and necessary, to disclose and furnish to Credit Information Bureau (India) Limited ["CIC"] and any other agency authorized in this behalf by Reserve Bank of India ["RBI"].
- 16.3 The Borrower declares that the information and data furnished by the Borrower to the Lender are true and correct.
- 16.4 The Borrower also undertakes that: i) CIC and any other agency so authorized may use, process the said information and data disclosed by the Lender in the manner as deemed fit by them; and ii) CIC and any other agency so authorized may furnish for consideration, the processed information and data disclosed or products thereof prepared by them, to bank(s)/ Financial Institution(s) and other Credit Grantors or Registered Users, as may be specified by the RBI in this behalf.
- 16.5 The Borrower hereby gives specific consent to the Lender for disclosing / submitting the 'financial information' as defined in Section 3 (13) of the Insolvency and Bankruptcy Code, 2016 ('Code' for brief) read with the relevant Regulations/ Rules framed under the Code, as amended and in force from time to time and as specified there under from time to time, in respect of the Facility/ facilities availed from the Lender, from time to time, to any 'Information Utility' ('IU' for brief) as defined in Section 3 (21) of the Code, in accordance with the relevant Regulations framed under the Code, and directions issued by Reserve Bank of India to the banks from time to time and hereby specifically agree to promptly authenticate the 'financial information submitted by the Lender, as and when requested by the concerned 'IU'.
- 17. ASSIGNMENT**
- The Lender reserves the right to assign / sell / securitize the Loan with or without security, if any, in any manner by transferring and/or assigning or otherwise (at the cost of the Borrower) all its right, title and interest which the Lender deems appropriate and the Borrower hereby expressly agrees that in that event, the Lender is not required to obtain any permission or put the Borrower to any notice and the Borrower will recognize the new lender as the new / additional creditor.
- 18. INDEMNIFICATION**
- 18.1 The Borrower undertakes to indemnify and keep the Lender and the Lender Representatives fully indemnified and harmless from and against all forms of losses caused to the Lender, including but not limited to all costs, expenses, taxes and other costs incurred by the Lender in relation to this Facility, as a result of action / inaction of the Borrower, including as a result of third party claims or claims from regulators or investment authorities. The Borrower undertakes to immediately upon the occurrence of the loss caused to the Lender, pay to the Lender any amount on this account without any demur, reservation, contest or protest whatsoever.
- 18.2 The Borrower shall keep the Lender informed of all developments regarding such action, claims, costs, damages, demands, expenses, losses and liabilities and shall not dispute, compromise or otherwise deal with the same except with the consent of the Lender. The Lender shall however be under no obligation and / or liability to the Borrower to provide any assistance in connection with any such claim that the Borrower may require
- 18.3 The Borrower shall further indemnify, keep indemnified and saved harmless the Lender on demand in respect of any actions, claims, costs, damages, demands, expenses, losses and liabilities made against, suffered or incurred by the Lender arising directly or indirectly from or in connection with: (i) Any failure by any of the Borrower to comply with the provisions of this Agreement and/or any of the Transaction Documents; (ii) any liability including third party liability that may arise out of the possession, operation and use of the Vehicle by the Borrower or by its employees or by its agents or by other persons whatsoever whether or not authorized by the Borrower for use of the said Vehicle and incidental to that purpose; (iii) any claims, losses, demands, actions, costs, expenses and liabilities incurred or suffered by the Lender by reason of the representations and warranties given by the Borrower being false or untrue in material respect or misleading and / or any claims, losses, demands, actions, costs, expenses and liabilities incurred or suffered by the Lender by reason of the Vehicle not being free from encumbrance and/or any previous charge; and/or (iv) any claims, demands, actions, costs, expenses and liabilities incurred or suffered by the Lender by reason of non-payment or insufficient payment of stamp duty by the Borrower on this Agreement and the Transaction Documents and any other writings or documents which may be executed pursuant to and or in relation to this Agreement.
- 18.4 This Indemnity (clause 18) shall survive the termination of this Agreement.
- 19. APPROPRIATION OF PAYMENTS**
- Unless otherwise agreed to by the Lender, any payment due and payable under this Agreement and made by the Borrower will be appropriated towards such dues in the order, namely:
- (i) Additional Interest;
 - (ii) Interest;
 - (iii) Principal amount of the Facility;
 - (iv) Prepayment charge and fees;
 - (v) Administrative charges and other costs, charges, expenses, incidental charges and other moneys that may have been expended by Lender in connection with the recovery;
 - (vi) Margin.

20. GOVERNING LAW AND JURISDICTION

- 20.1 This Agreement shall be governed in accordance with the laws of India and shall be subject to the jurisdiction of the competent court in the city where the concerned branch/office of the Lender is situated.
- 20.2 The provisions of Clause 20.1 above are for the benefit of the Lender only. As a result, the Lender shall not be prevented from taking proceedings relating to a dispute in any other courts with jurisdiction. To the extent allowed by law, the Lender may take concurrent proceedings in any number of jurisdictions. The Agreement shall be governed under the laws of India.
- 20.3 Provided that if any dispute arising under this Agreement is below the pecuniary jurisdiction limit of the Debt Recovery Tribunals established under Recovery of Debts Due to Banks and Financial Institutions Act, 1993, then such dispute may be referred to arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996 as may be amended, or its re-enactment ("Arbitration") by a sole arbitrator appointed by the Lender ("Arbitrator").
- 20.4 The Arbitration proceeding shall be conducted in the English language. The award passed by the Arbitrator shall be final and binding on the Parties. The costs of such Arbitration shall be borne by the losing Party or otherwise as determined in the Arbitration award. The venue of the Arbitration shall be the city in which the lending office is situated or such other place as may be determined by the Lender. If a Party is required to enforce an arbitral award by legal action of any kind, the Party against whom such legal action is taken shall pay all reasonable costs and expenses and attorney's fees, including any cost of additional litigation or arbitration taken by the Party seeking to enforce the award.
- 21. SERVICE OF NOTICE**
- 21.1 Any notice, demand or other communication under this Agreement and other documents in pursuance thereof shall be deemed to have been delivered (i) if delivered in person or by courier, when proof of delivery is obtained by the delivering party; (ii) if sent by post within the same country, on the tenth day following posting and if sent by post to another country, on the twentieth day following posting; (iii) if given or made by fax, upon dispatch and the receipt of a transmission report confirming dispatch above; (iv) if given or made by email, upon dispatch from the sender and after it has been delivered to the recipient(s); (v) if given by registered post within 4 (four) days of the date of dispatch. Pursuant to the dispatch of the notice as above, the party sending the notice shall also email the contents of the entire notice to the receiving party at the addresses mentioned in Schedule I.
- 21.2 Each notice, demand or other communication given or made under this Agreement shall be in writing and delivered or sent to the relevant party at its address or fax number or email id as set out in Schedule I
- 22. MISCELLANEOUS**
- 22.1 The Borrower 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 Lender will have all powers incidental to and necessary for the realization of its security.
 - (c) In case the Loan is backed by guarantee, the Guarantor/Co-Applicant would be liable under the guarantee deed as a principal debtor and will be jointly and severally liable with the Borrower.
 - (d) That the Borrower shall pay on demand to the Lender costs (between attorney and client) incurred by them or any of them in connection with the preparation, engrossment and stamping the counterparts in quintuplicate and execution of this Agreement and all other costs incurred or to be incurred by the Lender 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 realization of the security. All cost (including legal cost) charges, expenses, taxes and duties, stamp duties and registration charges in connection with the insuring, taking possession of, maintaining, storage and selling of the Vehicle shall be borne and paid by the Borrower(s) alone.
 - (e) That nothing herein contained shall operate or be deemed to prejudice the Lender's rights or remedies in respect of any present or future securities, guarantee, obligation or decree for any indebtedness or liability of the Borrowers to the Lender.
 - (f) That the Borrower has read and understood this Agreement and in the event that the Borrower is illiterate and/or cannot read English language, the terms and conditions of this agreement have been read over, translated and explained in detail in the vernacular language to the Borrower.

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 बैंक लिमिटेड यांचे कडून कर्ज घेण्याशी संबंधित इतर सर्व आनुषंगिक दस्तऐवजातील माहिती, मला समजणाऱ्या 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 ઢ્ઞારા 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 সমবিধয়ে স্বাক্ষর করার ছারা আমি এতদ্বারা লোনের সমস্ত নিয়ম ও শর্ত তথা সমবিধয়ের ধারাগুলো মেনে চলতে একমত হচ্ছি।		
Kannad	ನನಗೆ ಬಂದವನ 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 ವಿವರಗಳನ್ನು ಮತ್ತು ಅವುಗಳ ಉಪ ನಿಯಮಗಳನ್ನು ಪಾಲಿಸಲು 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 ਪੜ੍ਹੇ ਸੋਢੇ 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।		
Oriya	ବନ୍ଧନ ବ୍ୟାଙ୍କ ଲିମିଟେଡ୍ ଲୋଡ଼ ପାଇବା ପାଇଁ ଲୋଡ଼ ଦାଖଲକରି ବିଷୟବସ୍ତୁ ଓ ଲୋଡ଼ ପ୍ରାପ୍ତି ପାଇଁ ପରବର୍ତ୍ତୀ ଅନ୍ୟ ସମସ୍ତ ଦାଖଲକରି ବିଷୟବସ୍ତୁ ଲୋଡ଼ ପଡ଼ି ଶୁଣା ଯାଇଛି ଏବଂ ଲୋଡ଼ କଣା ଥିବା ଗଣାରେ ରୁଣାଯାଇଛି, ଗୁଁ ଗଣାକୁ ରୁଣିବା ପରେ ଉକ୍ତ ଦାଖଲକରି ହିସାବର କରାଯିବ ଏବଂ ସହଜ ହିସାବର କରିବା ସହିତ ଗୁଁ ଲୋଡ଼ର ସମସ୍ତ ସର୍ତ୍ତ ଓ ନିୟମାବଳୀ ଓ ସହଜ ଧାରା ପାଳନ କରିବା ପାଇଁ ସହମତ ପ୍ରକାଶ କରୁଛି ।		
Telgu	బంధన్ బ్యాంక్ లిమిటెడ్ నుంచి రుణం పొందడానికి రుణ పత్రాలు మరియు సంబంధిత ఇతర పత్రాల్లోని విషయాలన్నింటినీ నాకు తెలిసిన భాషలో నేను చదివాను మరియు నాకు వివరించారు మరియు వీటిని అర్థంచేసుకున్న తరువాత సదరు పత్రాలపై నేను సంతకం చేశాను మరియు వీటిపై సంతకం చేయడం ద్వారా రుణం యొక్క నియమ నిబంధనలన్నీ మరియు వాటి క్లాసులకు కట్టుబడివుండడానికి నేను ఇందు మూలంగా అంగీకరిస్తున్నాను.		
Malayalam	ബന്ധൻ ബ్యాങ്ക് ലിമിറ്റഡ് ലിമിറ്റഡിൽ നിന്ന് വായ്പ എടുക്കുന്നതിനുള്ള വായ്പ രേഖകളും അതോടൊപ്പമുള്ള മറ്റു രേഖകളും എനിക്ക് വായിച്ചു തിരികയും എനിക്ക് മനസ്സിലാക്കുന്ന ഭാഷയിൽ വായിക്കുകയും തിരികയും അവ മനസ്സിലാക്കിയ ശേഷം ഞാൻ ഈ രേഖകളിൽ ഒപ്പുവെയ്ക്കുകയും ഇതിൽ ഒപ്പുവെയ്ക്കുന്നതിലൂടെ 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 நிரந்தரணகளையும் மற்றும் அதிலுள்ள உப பிரிவுகளையும் கடைப்பிடிப்பேன் என்று ஒப்புதல் அளிக்கிறேன்.		
Aasaamee	বন্ধন বেঙ্ক লিমিটেড -ৰ লোন উন্মোচনত থকা তথা ইয়াৰ পৰা লোন লওঁতে প্ৰয়োজন পৰা অন্যান্য সকলো উন্মোচনত থকা কথাখিনি মোক পঢ়ি শুনোৱা হৈছে আৰু মই বুজি পোৱা ভাষাত মোক বুজাই দিয়া হৈছে, আৰু উক্ত উন্মোচনত 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 बैंक 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۔		

Schedule I

Sl. No.	Particulars	Details
A. LENDER DETAILS		
1.	Branch Office	
B. BORROWER DETAILS		
2.	Application date:	
	Name:	
	Age:	
	Son of / Daughter of / Wife of:	
	Address of the borrower's residence:	
	Mobile no.:	
	Fax no. /Email id:	
C. CO-BORROWER DETAILS		
	Name:	
	Age:	
	Relationship with Applicant:	
	Address of the Co borrower's residence:	
	Mobile no.:	
	Fax no. /Email id:	
D. GUARANTOR DETAILS (Only for Four-Wheeler if applicable)		
	Name:	
	Age:	
	Relationship with Applicant:	
	Address of Guarantor's residence:	
	Mobile no.:	
	Fax no. /Email id:	
E. LOAN/FACILITY DETAILS		
3.	Type of Loan	Term Loan
4.	Loan amount	
5.	No. of tranches (Only for Used Car)	
6.	Validity Period (to make draws)	
7.	Purpose: End use of Loan:	<input type="checkbox"/> Personal Use <input type="checkbox"/> Commercial Use <input type="checkbox"/> Two-Wheeler <input type="checkbox"/> Four-Wheeler
8.	Rate of interest (Fixed for TWL & UCL, Floating for NCL)	<input type="checkbox"/> Fixed <input type="checkbox"/> Floating Rate _____%
F. AMORTIZATION OF LOAN		
9.	Tenure of Loan	
10.	Number of EMIs	
11.	Advance EMIs Count (Only for Four Wheeler if applicable)	
12.	Frequency of Repayment	Monthly
13.	EMI due date	____ of every month
14.	Amount of each EMI	
15.	Date of commencement of the Monthly Installment:	
16.	Mode of Repayment:	<input type="checkbox"/> SI <input type="checkbox"/> NACH <input type="checkbox"/> ECS
17.	Margin Money	
G. DISBURSEMENTS		
18.	Details of Disbursement (Dealer name where disbursement to be made)	
H. DETAILS OF SECURITY AND OTHER CHARGES		
19.	Description of Vehicle	
20.	Additional Security /collateral	Hypothecation of vehicle to Bandhan Bank
21.	Third Party Product (Insurance and other products if availed)	
22.	PF Charges	_____% + GST
23.	Stamp Duty Charges	At actuals as per State Law
24.	Late Payment or Overdue Charges or Additional Interest	2% on EMI outstanding + GST

Sl. No.	Particulars	Details
25.	Prepayment charges	<ul style="list-style-type: none"> - For TW: 4% on Principal outstanding for <12 months; 2% on Principal outstanding for >=12 months - For Auto Loan: NIL on floating rate loans; 4% on Principal Outstanding on Fixed rate loans
26.	Loan Cancellation Charges	NIL
27.	Legal Charges	On actuals

*All charges are exclusive of taxes

##The exact due dates for repayment/EMI Due Date; the final EMI Amount, and the breakup between the principal and interest shall be mentioned in the amortization schedule.

IN WITNESS WHEREOF the parties hereto have signed on the day, month and year first above written. Signed and delivered by the within named

Borrower

Lender

Date:

Date:

DEED OF GUARANTEE

THIS DEED OF GUARANTEE is made at _____ on this _____ of 20 _____ ("Guarantee Deed") BY Mr./Ms. _____ son / daughter / wife of _____, residing at _____ (hereinafter referred to as "Guarantor/Co-Applicant", which expression shall include his heirs, executors and permitted assigns as the case may be)

in favour of

BANDHAN BANK LIMITED, a company incorporated under the Companies Act, 2013 and a banking company within the meaning of the Banking Regulation Act, 1949, having its registered office at DN-32, Sector-V, Salt Lake City, Kolkata-700091 (hereinafter referred to as the "Lender" which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors, and permitted assigns)

WHEREAS in terms of a facility agreement dated _____ ("Facility Agreement") executed by _____ (hereinafter referred to as the "Borrower") with the Lender, the Lender has agreed to finance the Borrower for the purpose of purchasing a vehicle, more particularly described therein (hereinafter referred to as the "Vehicle") for sums up to ₹ _____ (₹ _____ only) (hereinafter referred to as "Facility") on the terms and conditions specified and contained therein.

AND WHEREAS one of the conditions specified and contained in the said Facility Agreement is that the Borrower shall procure and furnish to the Lender a guarantee guaranteeing due payment by the Borrower of the said Facility together with interest, costs charges, expenses and/or other monies due to the Lender in respect of the Facility (hereinafter referred to as the "Guaranteed Sum").

AND WHEREAS the Guarantor/Co-Applicant at the request of the Borrower and in consideration of the Lender granting the aforesaid Facility to the Borrower, has agreed to execute this Deed of Guarantee in favour of the Lender on the terms and in the manner hereinafter appearing.

NOW THIS INDENTURE WITNESSETH that in consideration of the above premises it is hereby covenanted and agreed as follows:

- The Borrower has an obligation to pay the Guaranteed Sum to the Lender.
- If at any time default shall be made by the Borrower in payment of the Guaranteed Sum due to the Lender in respect of the aforesaid Facility, the Guarantor/Co-Applicant shall forthwith on demand, without any demur or protest, irrevocably and unconditionally pay to the Lender the amount of such Guaranteed Sum as may be then due to the Lender and shall indemnify and keep indemnified the Lender against all losses which the Lender may incur by reason of any default on the part of the Borrower. This Guarantor/Co-Applicant also agrees to provide additional security for the Facility if requested by the Lender.
- On delay of payment, the Guarantor/Co-Applicant confirms that he would pay the amount due along with Additional Interest (as defined in the Facility Agreement) agreed upon by the Borrower and the Lender.
- In order to give effect to the Guarantee herein contained, the Lender shall be entitled to act as if the Guarantor/Co-Applicant were principal debtors to the Lenders.
- Notwithstanding the Lender's rights under the Facility Agreement and all other documents for the Facility (collectively referred to as "Transaction Documents"), the Lender shall have the fullest liberty to call upon the Guarantor/Co-Applicant to pay the Guaranteed Sum for the time being due to the Lender in respect of the Facility without requiring to realize from the Borrower the amount due to the Lender in respect of the Facility and/or requiring to enforce any remedies or the Security available to the Lender.
- The Guarantee shall be irrevocable and enforceable against the Guarantor/Co-Applicant, notwithstanding any dispute between the Lender and the Borrower.
- The Guarantor/Co-Applicant affirms and confirms and declare that any balance confirmation and/or acknowledgment of debt and/or admission of liability given or promise or part-payment made by the Borrower to the Lender shall be deemed to have been made and/or given by or on behalf of the Guarantor/Co-Applicant themselves and shall be binding upon each of them. The Borrower shall in addition to his personal capacity be deemed to act as the Guarantor/Co-Applicant's duly authorised agent in that behalf for the purpose of Sections 18 and 19 of the Limitation Act of 1963.
- The Guarantor/Co-Applicant hereby agrees that notwithstanding any variation made in terms of the Transaction Documents, variation in the rate of interest, extension of the date for payment of the installments, if any, composition made between the Lender and the Borrower to give time to or not to sue the Borrower, the Lender parting with the Security given by the Borrower, or changing or adding more security from the Borrower, the Guarantor/Co-Applicant shall not be released or discharged of their obligation under this Guarantee Deed.
- The Guarantor/Co-Applicant hereby agrees and confirms that the Lender shall be entitled to adjust or set-off all monies held by the Lender to the credit of or for the benefit of the Guarantor/Co-Applicant on account or otherwise howsoever towards the discharge and satisfaction of the liability of the Guarantor/Co-Applicant under these presents.
- The Guarantor/Co-Applicant agrees that if the Borrower becomes an insolvent, the Lender may (notwithstanding payment to the Lender by the Guarantor/Co-Applicant or any other person of the whole or any part of the amount in relation to the Facility) enforce and recover payment from the Guarantor/Co-Applicant of the full amount of the outstanding Guaranteed Sum. On the happening of the aforesaid event, the Guarantor/Co-Applicant shall forthwith inform the Lender in writing of the same.
- The guarantee hereby given is independent and distinct from the Security that the Lender has taken by way of hypothecation and the Guarantor/Co-Applicant have not given this guarantee upon any understanding faith or belief that the Lender has taken and/or may hereafter take any or other such security and that notwithstanding the provisions of Sections 140 and 141 of the Indian Contract Act, 1872 or any other section of that Act or any other law. The Guarantor/Co-Applicant will not claim to be discharged to any extent because of the Lender's failure to enforce the Security for any reason whatsoever including reasons attributable to its default and negligence.
- Each notice, demand or other communication given or made under this Deed shall be in writing and delivered or sent to the relevant party at its address or fax number set out below. Any notice, demand or other communication so addressed to the relevant party shall be deemed to have been delivered (i) if delivered in person or by courier, when proof of delivery is obtained by the delivering party; (ii) if sent by post within the same country, on the tenth day following posting and if sent by post to another country, on the twentieth day following posting; (iii) if given or made by fax, upon dispatch and the receipt of a transmission report confirming dispatch above; (iv) if given or made by email, upon dispatch from the sender and after it has been delivered to the recipient(s); (v) if given by registered post within 4 (four) days of the date of dispatch. Pursuant to the dispatch of the notice as above, the party sending the notice shall also email the contents of the entire notice to the receiving party at the addresses mentioned in Schedule I of the Facility cum Hypothecation Agreement.
- This Guarantee Deed shall be governed in accordance with the laws of India and shall be subject to the jurisdiction of the competent court in the city where the concerned branch/office of the Lender is situated.
- The provisions of Clause 13 above are for the benefit of the Lender only. As a result, the Lender shall not be prevented from taking proceedings relating to Disputes in any other courts with jurisdiction. To the extent allowed by law, the Lender may take concurrent proceedings in any number of jurisdictions.
- Provided that if any dispute arising under this Guarantee Deed is below the pecuniary jurisdiction limit of the Debt Recovery Tribunals established under Recovery of Debts Due to Banks and Financial Institutions Act, 1993, then such dispute may be referred to arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996 as may be amended, or its re-enactment ("Arbitration") by a sole arbitrator appointed by the Lender ("Arbitrator").
- The Arbitration proceeding shall be conducted in the English language. The award passed by the Arbitrator shall be final and binding on the Guarantor/Co-Applicant and the Lender ("Parties"). The costs of such Arbitration shall be borne by the losing Party or otherwise as determined in the Arbitration award. The venue of the Arbitration shall be the city in which the lending office is situated or such other place as may be determined by the Lender. If a Party is required to enforce an arbitral award by legal action of any kind, the Party against whom such legal action is taken shall pay all reasonable costs and expenses and attorney's fees, including any cost of additional litigation or arbitration taken by the Party seeking to enforce the award.
- Any provision of this Guarantee Deed which is prohibited or unenforceable in the applicable jurisdiction shall, as to such jurisdiction, be ineffective to the extent of prohibition or unenforceability but that shall not invalidate the remaining provisions of this Guarantee Deed.
- The Guarantor also agrees, undertakes and confirms that the Guarantor understands that as a precondition relating to the grant of and/or continuing the grant of Facility to the Borrower, the Lender requires the Guarantor's consent for the disclosure by the Lender of, information and data relating to the Guarantor, of the Facility availed of / to be availed by the Borrower, in discharge thereof. Accordingly, the Guarantor hereby agrees and gives consent for the disclosure by Lender of all or any such: a) Information and data relating to the Borrower; b) The information of data relating to its Facility availed of / to be availed by the Borrower and c) Default, if any, committed by the Borrower, in discharge of the Borrower's such obligation; d) as the Lender may deem appropriate and necessary, to disclose and furnish to Credit Information Bureau (India) Limited ["CIC"] and any other agency authorized in this behalf by Reserve Bank of India ["RBI"].
- The Guarantor declares that the information and data furnished by the Guarantor to the Lender are true and correct.
- The Guarantor also undertakes that: i) CIC and any other agency so authorized may use, process the said information and data disclosed by the Lender in the manner as deemed fit by them; and ii) CIC and any other agency so authorized may furnish for consideration, the processed information and data disclosed or products thereof prepared by them, to bank(s)/ Financial Institution(s) and other Credit Grantors or Registered Users, as may be specified by the RBI in this behalf.
- The Guarantor hereby gives specific consent to the Lender for disclosing / submitting the 'financial information' as defined in Section 3 (13) of the Insolvency and Bankruptcy Code, 2016 ('Code' for brief) read with the relevant Regulations/ Rules framed under the Code, as amended and in force from time to time and as specified there under from time to time, in respect of the Facility/ facilities availed from the Lender, from time to time, to any 'Information Utility' ('IU' for brief) as defined in Section 3 (21) of the Code, in accordance with the relevant Regulations framed under the Code, and directions issued by Reserve Bank of India to the banks from time to time and hereby specifically agree to promptly authenticate the 'financial information submitted by the Lender, as and when requested by the concerned 'IU'.

IN WITNESS WHEREOF the Guarantor/Co-Applicant (abovementioned) has executed these presents the day and year first hereinabove written.

SIGNED AND DELIVERED

by the within named Guarantor/Co-Applicant

Shri _____

Shri _____

DEMAND PROMISSORY NOTE

₹. _____

ON DEMAND, I, _____, promise to pay to BANDHAN BANK LIMITED or order, the sum of ₹. _____ (₹. _____ only) together with interest from the date hereof, at _____ percent per annum or such other rate the Lender may fix from time to time, compounding and payable with daily / monthly / quarterly rests, for value received.

Signature of the Borrower

Place: _____

Date: _____

The borrower has to sign across the revenue stamp & DP note

Revenue Stamp
of Re.1/-
to be affix.

RECEIPT OF VEHICLE DELIVERY

Bandhan Bank Limited

Date:

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

Facility Account No.:

Description of Vehicle:

(a) Engine No. _____

(b) Chasis No. _____

Name and Address of Seller _____

Name and Address of Dealer _____

Insurance Name: _____

Insurer Policy No.: _____

SIGNATURE OF THE BORROWER

