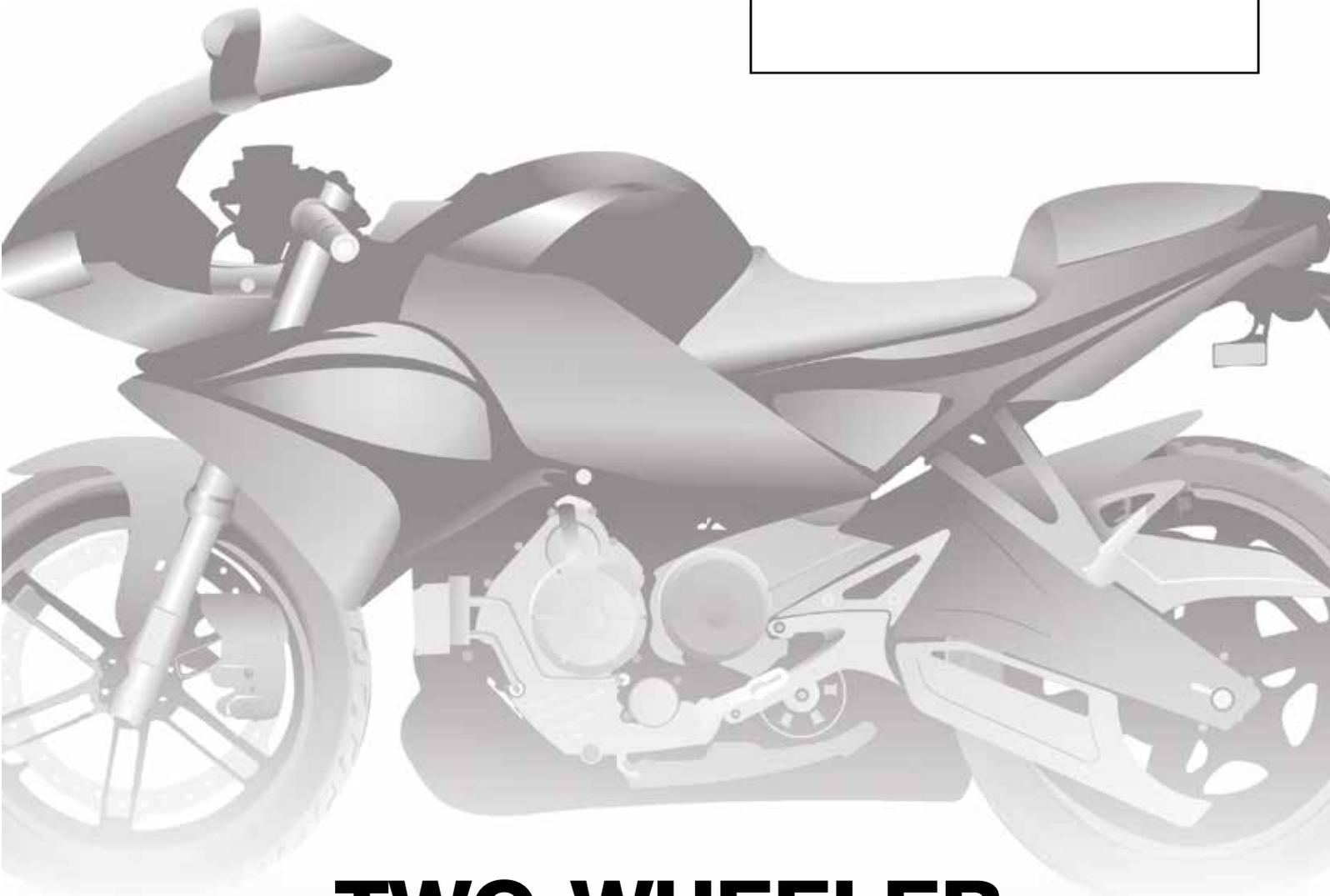


LOS No.: _____



TWO-WHEELER LOAN AGREEMENT

CUSTOMER NAME : _____

LOAN AGREEMENT NO.: _____



We understand your world

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INSTRUCTIONS FOR FILLING LOAN AGREEMENT

- 1) Do not sign this agreement if it is BLANK. Please ensure all relevant sections and columns are completely filled to your satisfactory and then only sign the agreement.
- 2) All applications to be filled in English in CAPITAL LETTERS using a Black Ballpoint pen only.
- 3) There should not be any amendments / overwriting / erasures / cutting on the Loan Agreement and any amendments / overwriting / erasures / cutting should be undersigned.
- 4) **The Signature of Borrower and Co-Borrower should be the same on the Loan Agreement & Application Form.**
- 5) Full Signature of the Borrower and Co-Borrower is to be done in all places marked in **Grey Box** in the Loan Agreement Booklet using a Black Ballpoint pen only.
- 6) There are maximum 4 signatures to be done which has been number marked from **(S 1)** to **(S 4)**
- 7) Optional Documents / Signatures :-
 - PSL Declaration (S4) – Only to be signed if applicant belongs comes under category in Priority sector lending.

RTO Booklet

The full signature of the Borrower is to be put in all places on RTO Document where there is a Mark



LOAN - CUM - HYPOTHECATION AGREEMENT

BY AND BETWEEN:

The person(s) named as borrower(s) and co-borrower(s) in the Schedule-cum-Key Fact Statement hereto ("Schedule"), hereinafter referred to as "Borrower" which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include his/her heirs, administrators and executors. In case of there being more than one Borrower (i.e. there being co-borrowers), the reference to the term "Borrower" shall be deemed to be as if it were plural and this document shall be read accordingly as if made and liabilities undertaken by each of them jointly and severally.

AND

HDFC BANK LIMITED, a banking company incorporated under the provisions of the Companies Act, 1956 having its registered office at HDFC Bank House, Senapati Bapat Marg, Lower Parel (West), Mumbai 400 013 and a branch office at the place mentioned in the Schedule hereto (hereinafter referred to as the "Bank" which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors, transferees and assigns.

WHEREAS pursuant to the application/request made by the Borrower ("Application"), the Borrower has requested the Bank for grant of a loan facility for the purchase of the vehicle as more particularly as described in the Schedule (the said vehicle togetherwith all its accessories, are collectively referred to as "Vehicle") for the purposes specified therein.

Now this Agreement witnesseth as under:

1. The Bank hereby agrees to grant/has granted a non-revolving loan not exceeding the amount mentioned in the Schedule ("Loan"), and the Borrower agrees to borrow the same, for the purpose mentioned in the Schedule ("Purpose") and subject to and upon the terms and conditions contained in the Application and this Agreement. The Bank has disbursed/ may disburse the Loan ("Disbursement") directly to the account of the dealer/seller of the Vehicle ("Seller") which shall be deemed to be a Disbursement made to the Borrower. The Borrower shall use the Loan only for the Purpose and not for any other purpose including making investment in the capital market or any speculative or illegal or anti-social purpose. Without being obligated to do so, the Bank shall be entitled to inspect the books, records, income, tax returns/proceedings, of the Borrower including to monitor the use/end use of the Loan including through any auditor(s) or consultant(s) with necessary certification from them, as appointed by the Bank at its sole discretion at the cost of the Borrower.
2. The Bank may at its sole discretion, suspend or cancel the Loan if the same is not utilized within 7 days of the issuance of instrument/instruction for Disbursement; or the Borrower may request the Bank to cancel the Loan within 7 days of issuance of cheque/demand draft for Disbursement; provided that the cancellation shall take effect only when the Borrower has paid to the Bank in full the cancellation charges, togetherwith total Outstanding Balance (as defined hereinafter).
3. The Loan, interest, compound interest, default interest, any other charges, dues and monies payable, costs and expenses reimbursable, as outstanding from time to time and whether any of them due or not, are hereinafter collectively referred to as "Outstanding Balance". The Borrower shall pay interest on the Loan, the unpaid due interest and all other outstanding charges and monies, at the rate of interest specified in the Schedule, on the outstanding daily balance from the date of Disbursement, compoundable at monthly rests. The Bank in its sole discretion would be entitled to change the said rate of interest from time to time including on account of changes made by the Reserve Bank of India, which would be intimated to the Borrower and would be binding upon the Borrower. The Borrower shall also pay and bear all interest tax, if any, as applicable from time to time. The Borrower shall repay the Loan and pay the interest that is due from time to time by way of equated monthly installments (EMIs) as specified in the Schedule or as may be specified by the Bank from time to time (time being the essence of the contract).
4. This is a purely financing transaction, and the Bank has in no way recommended any Vehicle or make or model to the Borrower, and the Borrower has taken its own independent decision in terms of purchase of the Vehicle, specifications, model, etc. The Borrower acknowledges and confirms that the Bank is not responsible or liable to the Borrower for anything including for procuring delivery or non-delivery of the Vehicle, the RC (as defined hereinafter), insurance, payment of premium, non-performance, quality issues, condition, fitness of the Vehicle, service issues, supply of inferior or damaged Vehicle by the Seller, and for any liability, claim, loss or expense in relation thereto. Borrower's obligations to pay interest and EMIs and the other obligations under this Agreement are not dependent upon and shall be fulfilled irrespective of the condition, delivery/non-delivery of the Vehicle, or receipt/non-receipt of registration certificate. The Borrower has perused, understood and agreed to Bank's method of calculating EMIs as also the appropriation thereof into principal and interest. The payment of all the monies by the Borrower including EMIs shall be made on or before the respective due dates, at such place as the Bank may require, without any setoff or counterclaim or withholding or deduction, by way of one or more modes and instruments including post-dated cheques ("PDCs"), ACH Mandate, Standing Instructions (SI)/ Electronic Clearing System (ECS) instructions/ other mode/instrument, as acceptable to the Bank from time to time. If any due date falls on a non-business day of the Bank, the payment shall be made by the Borrower on the immediately preceding business day of the Bank. In case of cheques/other instrument, the payment shall be deemed to have been made by the Borrower only at the point of time the sum is credited and realized fully in Bank's account irrespective of the date of instrument or time of receipt or presentation of instrument. In case of PDCs or any other instruments, non-presentation by the Bank of the same for encashment shall not affect the liability of the Borrower to pay the EMIs/Outstanding Balance. Without prejudice to the generality of the aforesaid, the Borrower irrevocably and unconditionally authorises the Bank and confirms that the Bank shall be authorized (without any further act, deed or writing on the part of the Borrower and without any requirement of the Bank consulting or informing or taking prior consent of the Borrower or any other person) to, from time to time, debit the account(s) of the Borrower with the Bank including any term/other deposits, and/or appropriate any monies thereunder/in (including by prematurely terminating the term/other deposits), towards/against payment/repayment to the Bank of all monies/ Outstanding Balance or any part thereof including EMIs, on the respective due dates or as per the discretion of the Bank. In case of any default, the Borrower shall without prejudice to Bank's other rights and remedies, pay additional interest /default interest / Overdue EMI Interest at the rate mentioned in the Schedule / Application or as may be prescribed by the Bank, over and above the then applicable rate of interest till full payment is made/default is cured. This liability shall not act as justification for any default.
5. Security:
 - (i) The Borrower hereby hypothecates the Vehicle as and by way of first and exclusive charge in favour of the Bank as security for timely payment and repayment by the Borrower of the Outstanding Balance to the Bank and for due discharge and performance of all the Borrower's obligations to the Bank. The Borrower further agrees to file and get registered necessary forms at the road transport authority/other relevant authority in law ("Registering Authority") in order to and to record the said hypothecation on the Vehicle in favour of Bank, and to obtain the endorsement thereof on the certificate of registration of the Vehicle ("RC").
 - (ii) The Borrower shall also be estopped under law from taking the plea that on the date the agreement has



been signed, the exact details to the Vehicle were not available and/not known to the Borrower or that the RC was not issued.

- (iii) The Borrower undertakes to supply the details of the Vehicle within 3 (three) days on receipt of the registration number of the Vehicle from the Registering Authority.
- (iv) The hypothecation comes into effect immediately on signing of this Agreement or delivery of the Vehicle as the case may be, whichever is earlier.
- The Borrower shall furnish and create such further/additional security from time to time in favour of or for the benefit of the Bank, of such value, in such form and in such manner, as may be deemed fit by the Bank, forthwith upon so required by the Bank.
6. Further Conditions:
The Borrower irrevocably agrees to the following conditions:
- (i) To insure and keep insured at all times without any gap, the Vehicle against fire, theft and other hazards with endorsement of the insurance policies in favor of Bank and forward the same forthwith to the Bank regularly every year.
- (ii) To maintain the Vehicle in good order and fully and properly working condition and make all necessary repairs, additions and improvements thereto.
- (iii) To permit the Bank and its agents / authorized representatives to enter into the premises at reasonable hours for purpose of inspecting or supervising to ensure proper utilization of the Loan.
- (iv) To pay all duties, taxes and fees and other outgoings payable in respect of the Vehicle as and when the same becomes due and to indemnify the Bank against all such payments.
7. The Borrower shall pay to Bank, the charges, fees, commissions, etc., specified in the Schedule or as specified by the Bank from time to time, within such time or upon occurrence of such events as specified and if not specified then forthwith upon demanded by the Bank. All other present and future costs and expenses, taxes (as applicable from time to time), any related levy, stamp duty, in all jurisdictions, in relation to the this/other documents/any transaction pursuant thereto, irrespective of who the beneficiary is, shall be borne and payable solely by the Borrower, including for creation, enforcement, preservation of security, repossession of Vehicle upon EOD (as defined hereinafter), recovery, initiating/defending/pursuing any legal proceedings/ actions by Bank for repair, servicing, preservation, refurbishment, and/or maintenance of the Vehicle. In case of any such sums if paid or incurred by the Bank, the Borrower shall be liable to reimburse the same to the Bank in full forthwith, together with an interest at the rate of 24% per annum.
8. Any payments made by/on behalf of/ for the Borrower or any realisations in relation to the Loan, security, shall be appropriated towards the Outstanding Balance and/ or Liabilities (as defined hereinafter) in the following order: (a) Firstly, towards costs and expenses incurred by the Bank; (b) Secondly, towards any charges, commissions, fees, taxes, levies (wherever applicable); (c) Thirdly, towards additional interest / default interest / Overdue EMI Interest; (d) Fourthly, towards interest; (e) Fifthly, towards principal amount(s). Any statement of account furnished by the Bank shall be accepted by and be binding on the Borrower and shall be conclusive proof of the correctness of the amounts mentioned therein except for any manifest error therein brought to the notice of the Bank by the Borrower in writing within 7 days from the date of receipt of such statement.
9. Notwithstanding anything stated in any document, the continuation of the Loan shall be at sole and absolute discretion of the Bank and the Bank may at any time in its sole discretion and without assigning any reason call upon the Borrower to pay the Outstanding Balance and upon such demand by the Bank, the Borrower shall, within 15 days of being so called upon, pay the whole of the Outstanding Balance to the Bank without any delay or demur.
10. The Borrower shall be entitled to prepay the entire Loan by giving prior written notice to Bank's lending branch, provided such prepayment request is initiated by the Borrower post expiry of 3 EMIs from Disbursement date; and subject to such conditions as the Bank may prescribe including payment of the prepayment charges as mentioned in the Schedule or as specified from time to time by the Bank. Such prepayment shall take effect only when entire Outstanding Balance together with prepayment charges have been paid to and realized by the Bank.
11. The Bank may at its own discretion and upon Borrower's request, also finance the Borrower for the insurance premium of insurance policy taken by Borrower as per Borrower's own wish from any insurance company of Borrower's choice, which sum(s) shall be added to the principal amount under the Loan and all the terms and conditions shall be additionally applicable thereto. The Borrower shall get the Bank added as loss payee in any such insurance policy.
12. The Borrower represent(s) and warrant(s) that: (a) The Borrower is a citizen of India and a major (in terms of age) and is of sound mind and is competent to contract and enter into and perform his/her obligations contemplated under this document/ other document/in respect of the Loan; (b) There is no impediment or restriction, whether under law, judgement, order, award, contract or otherwise, for any of the Borrowers entering into and/or performing any of the transactions contemplated by this/other documents/ in respect of the Loan and all approvals and consents, wherever necessary have been duly obtained and are and will continue to be in full force; (c) The execution hereof constitutes legal, valid and binding obligations of the Borrower. The Borrower is duly empowered and authorised to borrow the Loan, enter into and/or perform any of the transactions contemplated by this document/other documents/in respect of the Loan; (d) That there is no Event of Default existing; (e) All declarations made by Borrower are true and complete and no material information has been suppressed / withheld.
13. Negative Covenants: A. The Borrower covenants and agrees that, save and except with the prior, written consent of the Bank, the Borrower shall not: (a) create, assume or incur any further indebtedness to any person against the assets charged favoring the Bank; or undertake any guarantee or security obligation; (b) in connection with the assets charged favoring the Bank, sell, mortgage, pledge, hypothecate, encumber, charge, surrender, license, let, lease, transfer, alienate, dispose of in any manner whatsoever (or agree therefor), any of such charged assets ; (c) permit or effect any direct or indirect change in the legal or beneficial ownership or control of the assets charged/Vehicle; B In case the Borrower changes/ceases/retires from/terminates/resigns from the present employment/profession/business, or there is change in his residential address/shifting of office to new place/change in communication address, the Borrower shall promptly, but in any case within 15 days, from the date of such change, intimate the same to the Bank in writing along with the particulars of the changed address of the Borrower's residence/office or of the new employer/new business/change in communication address/opening any new account, as the case may be.
14. The following events shall constitute events of default (each an "Event of Default" or "EOD"), and upon the occurrence of any of them the entire Outstanding Balance shall become immediately due and payable by the Borrower and further enable the Bank inter alia to recall the entire Outstanding Balance and/or enforce any security and transfer/sell the Vehicle with or without the intervention of the court/tribunal, at the discretion of the Bank, and/or take, initiate and pursue any actions/proceedings as deemed necessary by the Bank for recovery of the dues: (a) Failure on Borrower's part to perform any of the obligations or terms or conditions or covenants applicable in relation to the Loan including under this/other documents including non-payment in full of any part of the Outstanding Balance when due or when demanded by Bank; (b) any misrepresentations or misstatement by the Borrower; or (c) occurrence of any circumstance or event which adversely affects Borrower's ability/capacity to pay/repay the Outstanding Balance or any part thereof or perform any of the obligations; (d) If any attachment, distress, execution or other process against the Borrower/its assets or any of the security is threatened, enforced or levied upon by any person; or (e) fall, reduction or decrease, in the opinion of the Bank, in value of any security/Vehicle lower than the value required by the Bank whether by reason of accident, damages, non-maintenance, theft, etc., of the Vehicle; (f) the event of death, insolvency, failure in business, commission of an act of bankruptcy of the Borrower, or change or termination of employment/profession/ business for any reason whatsoever.
- Notwithstanding anything to the contrary in this Agreement or any other document: (i) upon occurrence of an EOD, within 7 (seven) days of demand by the Bank at its sole discretion, the Borrower shall handover peaceful possession of the Vehicle to the Bank or Bank's representative/ agent in this regard, in a good and proper working condition and in the same condition as delivered, reasonable wear and tear excepted, failing which, the Bank shall have the right to enter upon the premises where such Vehicle is located and to take immediate possession of and remove the same without the liability to the Bank or its agents for such entry or for damage to property or otherwise. The Bank shall have the right to break open the locks, detach and dismantle the Vehicle from any other thing to which may be affixed/ locked without the prior permission of the Borrower. For the aforesaid purposes, the Borrower expressly grants irrevocable license to the Bank and/or its agents or its authorised representatives, to enter upon any such premises for the purpose of exercising its rights under this clause; (ii) the Bank shall be entitled without intervention of the court/tribunal, to sell, lease, transfer the Vehicle by public auction or private sale with or without notice to the Borrower or otherwise dispose of, hold use, operate, hire to others, or keep idle such Vehicle, without any obligation to the Borrower for such action or inaction or for any proceeds with respect thereto and to receive consideration of the sale, transfer, disposition of the said Vehicle and issue proper receipt(s) and give a valid and effectual discharge for such consideration and to appropriate the same towards the amounts payable by the Borrower to the Bank. For clarity, in case of a shortfall in respect of the amount due to the Bank after the sale of the Vehicle then the Bank shall continue to be entitled to have recourse against the Borrowers for recovery of such deficiency.
- A. Upon happening of a Specified Event; for the purposes of this Agreement, Specified Event means any or all of the following:
- (i) Filing of any application by any person against any of the Borrower(s) or by any Borrower(s) itself, before any forum under the IBC, or passing of any resolution of directors or of members or declaration of partners, for the purposes of/ towards/recommending filing of any proceedings or application for initiation of insolvency resolution process or fast track resolution process or voluntary liquidation



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process or fresh start process or bankruptcy or any kind of insolvency/resolution/liquidation/bankruptcy process by whatever name called in relation to any of the Borrower(s);

- (ii) Issuance of any demand notice by any of the creditors including the operational creditors under Section 8 of the IBC to any of the Borrower(s) demanding the payment of amount involved in default as mentioned therein or threatening filing of any proceedings for initiation of the insolvency resolution process;
 - (iii) Any seizure, confiscation, possession of the assets underlying the Security or any part thereof or similar action or issuance of any notice therefor or any notice in the nature of garnishee issued by any of the Governmental Authorities in relation to any of the Borrower(s) or any of their assets.
 - (iv) Any action or event which shall trigger initiation of any moratorium or standstill of any nature, whether by statutory operation or otherwise under any applicable law, in relation to any of the Borrower(s) or any of their assets.
- B. The Borrower further agrees and acknowledges that the occurrence of any default by the Borrower under any agreement entered into by the Borrower with any other bank and/or financial institution including the Bank shall constitute an event of default under this Agreement and vice versa.
15. Notwithstanding anything to the contrary in this document or any other document/arrangement: (i) in respect of all and any of Borrower's present and future liabilities to the Bank, whether under this document or under any other obligation/loan/facilities/borrowings/document, whether such liabilities are/be crystallised, actual or contingent, primary or collateral or several or jointly with others, whether in same currency or different currencies, whether as principal debtor and/or as guarantor and/or otherwise howsoever (collectively "Liabilities"), the Bank shall in addition to any general lien or similar right to which any of them as bankers may be entitled by law, practice, custom or otherwise, have a specific and special lien on all the Borrower's present and future stocks, shares, securities, property, book debts, all moneys in all accounts whether current, savings, overdraft, fixed or other deposits, held with or in custody, legal or constructive, with the Bank, now or in future, whether in same or different capacity of the Borrower, and whether severally or jointly with others, whether for any banking relationship, safe custody, collection, or otherwise, whether in same currency or different currencies; and (ii) separately, the Bank shall have the specific and express right to, without notice to and without consent of the Borrower, set-off, transfer, sell, realize, adjust, appropriate all such amounts in all accounts (whether prematurely or upon maturity as per the Bank's discretion), securities, amounts and property as aforesaid for the purpose of realizing or against any of dues in respect of any of the Liabilities whether ear-marked for any particular Liability or not, combine or consolidate all or any of accounts of the Borrower and set-off any monies, whether of same type or nature or not and whether held in same capacity or not including upon happening of any of the events of default mentioned in any of the documents pertaining to the respective Liabilities or upon any default in payment of any part of any of the Liabilities. (iii) The Bank shall be deemed to have and hold and continue to have first charge on any assets including any deposit on which security has been/will be created in respect of the Loan, as security also for any of the other Liabilities and all the rights and powers vested in the Bank in terms of any security or charge created for the Loan shall be available to the Bank also in respect of such other Liabilities, irrespective of the fact whether the Loan is at any time outstanding, repaid or satisfied or not and even after the Loan has been repaid or prepaid.
 16. Borrower shall make good to, and save, defend and hold harmless Bank, its directors, employees, shareholders, agents, consultants, representatives from or against, all, direct or indirect, claims, damages, losses, suits, notices, costs and expenses, including attorneys' fees, arising out of/ in relation to any act, omission, breach, misrepresentation, fraud, misstatement or default by the Borrower of/under this Agreement or any part thereof, and/or otherwise incurred by Bank as a result of any suit, investigation, etc., and/or by the reason of any liability including third party liability that may arise out of the possession/re-possession, operation and use, whether authorised or non -authorised, of the Vehicle by any person, and/or by reason of the Vehicle not being free from encumbrance and/or any previous charge, and/or by reason of non- payment or insufficient payment of stamp duty on this Agreement and any other documents in relation hereto.
 17. The Bank shall at any time, without any consent of or notice to the Borrower(s) be entitled to securitise, sell, assign, discount or transfer all or any part of the Bank's rights and obligations under the Loan, security, this document or any other document, to any person(s) and in such manner and on such terms as the Bank may decide. Borrower shall not be entitled to directly or indirectly assign or in any manner transfer, whether in whole or part, any rights, the benefit or obligation under the Loan, this/other document.
 18. Bank shall be entitled at its discretion to engage/ avail of, at the risk and cost of the Borrower, services of any person/third party service provider/agent/agency, for anything required to be done for/ in relation to/ pursuant to the Loan, including collections, recovery of dues, enforcement of security, getting or verifying any information of the Borrower/ assets, and any necessary or incidental lawful acts/ deeds/ matters and things connected thereto, as the Bank may deem fit.
 19. The Bank shall have the right to not return the Application, the photographs, information and documents submitted by the Borrower. The Bank shall, without notice to or without any consent of the Borrower, be absolutely entitled and have full right, power and authority to make disclosure of any information relating to Borrower including personal information, details in relation to documents, Loan, defaults, security, obligations of Borrower, to any credit information company, and/or any other governmental/regulatory/statutory or private agency/ entity, credit bureau, RBI, the Bank's other branches/ subsidiaries / affiliates / rating agencies, service providers, other banks / financial institutions, any third parties, any assignees/potential assignees or transferees, who may need the information and may process the information, publish in such manner and through such medium as may be deemed necessary by the publisher/ Bank/ RBI, including publishing the name as part of willful defaulter's list from time to time, as also use for KYC information verification, credit risk analysis, or for other related purposes. In this connection, the Borrower waives the privilege of privacy and privacy of contract. The Bank shall have the right, without notice to or without any consent of the Borrower, to approach, make enquiries, obtain information, from any person including other banks/finance entities/credit bureaus, Borrower's employer/family members, any other person related to the Borrower, to obtain any information for assessing track record, credit risk, or for establishing contact with the Borrower or for the purpose of recovery of dues from the Borrower.
 20. Any notice, approvals, instructions, demand and other communications given or made by the Bank shall be deemed to be duly given and served if sent by normal post, courier, registered Post, facsimile, electronic mail, personal delivery, sms or by pre-paid registered mail addressed to the Borrower's address, phone/ mobile number, fax number or email id as given in the Application (or at the address changed on which Bank's acknowledgement is duly obtained as hereinafter mentioned) and such notice and service shall be deemed to take effect on the third working day following the date of the posting thereof in case of normal post, courier, registered post, at the time of delivery if given by personal delivery, upon receipt of a transmission report if given by facsimile, upon sending the electronic mail or sms if given by electronic mail or sms. The Borrower undertakes to keep the Bank informed at all times in writing of any change in the mailing address, email id, phone and mobile number(s) as provided in the Application and to obtain Bank's written acknowledgement on the intimation given to Bank for any such change. Any notice given or made by the Borrower to the Bank shall be deemed to be duly given and served if sent to the address mentioned in the beginning of this Agreement by normal post, courier, registered Post, facsimile, personal delivery, or by prepaid registered mail (or at the address changed address available on www.hdfcbank.com) and such notice and service shall be deemed to take effect on the third working day following the date of the posting thereof in case of normal post, courier, registered post, at the time of delivery if given by personal delivery, upon receipt of a transmission report if given by facsimile.
 21. The Loan, this document/other documents, shall be governed by the laws of India. The parties hereto expressly agree that all disputes arising out of and/or relating to the Loan, this or any other relevant document shall be subject to the exclusive jurisdiction of the court/tribunal of the city/place in which the branch of the Bank from where the Disbursement has been made is situate, provided that the exclusivity aforesaid shall bind the Borrower and the Bank shall be entitled to pursue the same in any other court of competent jurisdiction at any other place; and provided further that if any dispute is below the pecuniary jurisdiction limit of the Debts Recovery Tribunals established under the Recovery of Debts Due to Banks and Financial Institutions Act, 1993, then such dispute shall be referred to arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996 as may be amended, or its re-enactment, by a sole arbitrator, appointed by the Bank. The place of arbitration shall be at city/place in which the branch of the Bank from where the Disbursement has been made is situated or such other place as the Bank may determine. The costs of such arbitration shall be borne by the losing party or otherwise as determined in the arbitration award. If a party is required to enforce an arbitral award by legal action 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.
 22. The Borrower represents and confirms to the Bank that the Borrower is not a director/senior officer/relative of director or senior officer of/ at the Bank or at any other bank.
 23. **Other Rights**
The Borrower hereby irrevocably authorises the Bank (through any of its officers) to do, exercise any or all of the following, for and on behalf of the Borrower, without any consent from, notice to or consultation with the Borrower:
 - (i) appear before any authority including Registering Authority through advocates or representatives, in relation to any matter pertaining to the Vehicle or assets of the Borrower including to perfect, effect endorsement of hypothecation in the RC, transfer the Vehicle when necessary including upon EOD.



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- (ii) obtain, receive, demand or collect any form, certificates, RC, booking order, insurance policies or other documents from Registering Authority and/or Seller, manufacturers.
- (iii) sign, execute, deliver, issue, give, file, necessary forms, documents, notices including for registering hypothecation, endorsement thereof on the RC, for effecting transfer of the Vehicle in favour of any purchaser, under the Motor Vehicles Acts or any other law for the time being in force, including upon EOD.
- (iv) to pay any fees, charges, penalties, imposts, premiums, taxes or other impositions, to any Registering Authority, insurance companies or other authorities in relation to the Vehicle.
- (v) to do, execute, sign, deliver, all incidental or necessary things, deeds, writings, as may be necessary to give effect to the aforesaid and/or in order to exercise the rights of the Bank under this Agreement.
24. Applicant Consent: I/We hereby expressly consent to and authorise the Bank (whether acting by itself or through any of its service providers, and whether in automated manner or otherwise), to do and undertake any of the following, in relation to the personal data and sensitive information about me/us, information, papers and data relating to KYC, credit information, and any other information whether about me/us or not as may be deemed relevant by the Bank for its purposes (collectively, "Information"): i) to collect the Information from me and other physical or online sources including accessing the same from credit information companies, websites, data bases and online platforms (whether public or not); to get the authenticity, correctness, adequacy, etc. of the Information verified from any sources and persons including from online data bases; ii) process Information including by way of storing, structuring, organising, reproducing, copying, using, profiling, etc. as may be deemed fit by the Bank; iii) to store the Information for such period as may be required for contract, by law or for Bank's evidential and claims purposes, whichever is longer; iv) to share and disclose the Information to service providers, consultants, credit information companies, other banks and financial institutions, affiliates, subsidiaries, regulators, investigating agencies, judicial, quasi-judicial and statutory authorities, or to other persons as may be necessary in connection with the contractual or legal requirements or in the legitimate interests of the Bank or as per the consent; v) any of the aforesaid may be exercised by the Bank for the purposes mentioned above, for the purposes of credit appraisal, fraud detection, anti-money laundering obligations, for entering into contract, for direct marketing, for developing credit scoring models and business strategies, for monitoring, for evaluating and improving the quality of services and products, for other legitimate purposes or for any purposes with consent.
I/We expressly agree to and subject me/us to the automated processing, automated profiling and to the automated decision making by or on behalf of the Bank.
25. Consent for authentication:
- I hereby submit my Aadhaar number issued by UIDAI, to HDFC Bank and voluntarily give my consent to to use my Aadhaar number for authentication with UIDAI as per Aadhaar Act, 2016; for the purpose of Account opening / Aadhaar linking / seeding to all my accounts / relationships (existing, new and future) maintained with HDFC Bank in my individual capacity and / or as an authorized signatory in nonindividuals accounts.
 - I, holder of the Aadhaar number, hereby voluntarily give my consent to HDFC Bank to obtain and use my Aadhaar number, Name and Fingerprint/Iris and my Aadhaar details to authenticate me with UIDAI as per Aadhaar Act, 2016 and all other applicable laws.
 - I also authorize HDFC Bank to to use my Aadhaar number to open account / link and authenticate my Aadhaar number to all my accounts / relationships with the Bank as may be opened in future in individual and also in case of non-individual accounts in addition to the existing accounts and relationships.
26. Not to apply for a voluntary winding up or file an application against itself, before any forum under the Insolvency and Bankruptcy Code, 2016 (IBC), or pass any resolution of directors or of members or declaration of partners, for the purposes of/ towards/recommending filing of any proceedings or application for initiation of insolvency resolution process or fast track resolution process or fresh start process or bankruptcy or any kind of insolvency/resolution/liquidation/bankruptcy process by whatever name called in relation to itself.

I have applied for the loan through Bank's online Application Platform on

D	D	M	M	Y	Y	Y	Y
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The Borrower hereby gives specific consent to the Bank/Lender for disclosing / submitting the 'financial information' as defined in Section 3 (13) of the Insolvency and Bankruptcy Code, 2016 ('Code') read with the relevant Regulations/ Rules framed under the Code, as amended and in force from time to time and as specified there under from time to time, in respect of the Credit/ Financial facilities availed from the Bank/ Lender, from time to time, to any 'Information Utility' ('IU') as defined in Section 3 (21) of the Code, in accordance with the relevant Regulations framed under the Code, and directions issued by Reserve Bank of India to the banks from time to time and hereby specifically agree to promptly authenticate the 'financial information' submitted by the Bank/Lender, as and when requested by the concerned 'IU'. The Bank shall have an unqualified right to disclose to other banks information including the credit history and the conduct of the account(s) of the Borrower, in such manner and through such medium as the Bank in their absolute discretion may think fit.

The Borrowers hereby expressly acknowledge and confirm that the Borrowers have read, verified, understood, irrevocably agreed to and accepted all the terms and conditions contained in Page no. 01 to Page no. 04 and hereby record my/our agreement to abide by the same by affixing my/our signature below

27. Payment by Mistake, Accident or Error :-

- (a) The Borrower hereby agrees and confirms that in the event the Bank transfers or remits any money to the Borrower or in its account by mistake, accident or erroneously, which money is, in the sole opinion of the Bank, not due and/or payable to the Borrower, then the Borrower shall be obligated to and shall, without any delay, demur or protest, forthwith and in no event later than one business day of such transfer/remission or on first demand by the Bank (whichever is earlier), return and repay the said money to the Bank in a manner satisfactory to the Bank. Till such return and repayment of the said money by the Borrower to the Bank, the Borrower shall hold the same in trust for the benefit of the Bank, keep such money segregated from all other moneys of the Borrower and keep it free from any attachment.
- (b) The Borrower hereby acknowledges and agrees that any non-compliance of the aforesaid obligations shall be a breach of trust and fiduciary duties on the part of the Borrower. The Borrower hereby further agrees and confirms that in case the Borrower fails to return the money within the timelines as mentioned above, the Borrower shall be liable to pay interest on such money to the Bank at the same rate as applicable to the Loan granted in terms of this Agreement.
- (c) Without prejudice to the foregoing, the Borrower hereby agrees and confirms that the Bank shall have the right to, at its sole and absolute discretion (a) debit any account or accounts of the Borrower maintained with the Bank and recover such money, under intimation to the Borrower, and/or (b) recover such money from the future disbursements (if any) of the Loan.
- (d) The Borrower further agrees that such money which has been transferred or remitted by the Bank to Borrower or in its account by mistake, accident or erroneously, shall be deemed to be a part of the total outstanding said Dues payable by the Borrower to the Bank in terms of this Agreement and other Finance Documents, in case and till such time that the said money has not been returned and repaid to the Bank in the manner as stated above."

WITNESS DECLARATION BORROWER (S) SIGNS IN VERNACULAR LANGUAGE:

The contents of the Loan application and Agreement have been explained by me to the Borrowers in _____
_____ (name of language in which Borrowers have signed) and the same have been understood by the Borrowers .

Name of Witness	Address of Witness	Signature of Witness

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE SIGNED THIS AGREEMENT IN ACCEPTANCE OF ALL TERMS AND CONDITIONS STATED ABOVE AND IN SCHEDULE TO THE AGREEMENT ON THE DAY, MONTH AND YEAR FIRST MENTIONED



Schedule cum Key Fact Statement			
Loan Agreement No.		Place of Agreement	
Agreement Date (DD/MM/YYYY)		Borrowing Purpose	Purchase of Vehicle and/or payment of insurance premium
Name and Address of the Borrower			
Name and Address of the Co - Borrower			
Vehicle Details			
Vehicle Make and Model			
Engine Number		Chassis Number	
Vehicle Registration No.			
Details of security / collateral obtained	Hypothecation of Vehicles		
Loan Details			
Seller / Dealer Name & Location			
Asset Cost	Rs.	Loan Amount	Rs.
Date by which annual outstanding balance statement will be issued	31st May.	Interest Type	Fixed
Loan Tenor	_____ months	Interest Rate (Customer IRR)	% per annum
EMI Scheme Arrears / Advance		Installment Frequency	Monthly
Advance EMI (Number)		Advance EMI Amount	Rs.
Number of EMI			
EMI Amount (Rs.)			
EMI Start Date		EMI End Date	
Charges			
(All charges are non-refundable & applicable post disbursement of loan unless otherwise mentioned)			
Processing Fees (Rs.)			
Cheque Bouncing Charges/EMI Return Charges: Rs. 500/- per instance	Additional Interest/ Default Interest / Overdue EMI Interest (for the over - due period on EMI / Principal overdue) : 2.5 % Per Month.	Cheque/ACH Swapping Charges: Rs.500/- (including applicable government taxes and other levies)	Duplicate Amortization Schedule Charges:Rs. 200/-

Name of the Co-Borrower(s) _____ (Signature) _____

Name of the Borrower(s) _____ (Signature) _____

Authorized Signatory Name _____ Designation _____

Authorized Signatory Name _____ Designation _____

Signed and Delivered by/ for and on behalf of the Borrower and Co-Borrower(s) in token of and in witness of them having read (and/or being explained), verified, understood, irrevocably agreed to, accepted, confirmed and declared all the clauses viz. 1 to 27 on all the page no's 1 to 6 of this Agreement, the Schedule, all contents thereof including all the terms and conditions contained therein, and having authenticated accuracy and correctness of the same



SK9156002

Authorized Signatory Name _____ Designation _____ (Signature)

Name of the Borrower(s) _____ (Signature)

Authorized Signatory Name _____ Designation _____ (Signature)

Name of the Co-Borrower(s) _____ (Signature)

Signed and Delivered by/ for and on behalf of the Borrower and Co-Borrower(s) in token of and in witness of them having read (and/or being explained), verified, understood, irrevocably agreed to, accepted, confirmed and declared all the clauses viz. 1 to 27 on all the page no's 1 to 6 of this Agreement, the Schedule, all contents thereof including all the terms and conditions contained therein, and having authenticated accuracy and correctness of the same

Special NOC charge : Rs.500/-	Loan Rebooking / Reschedulement charges : Rs. 1000/-	NOC Issuance Charges	First -Nil
PDD Collection Charges	Rs.	Duplicate NOC	Rs.500/- per instance
Foreclosure Charges			
Loan Prepayment Charges*		Statement Charges (per statement)	Rs. Nil
Within 4-6 months from the 1st EMI : 10% on the Principal Outstanding		Documentation Charges	Rs.
Within 7-12 months from the 1st EMI : 6% on the Principal Outstanding		CIBIL Charges (only on request)	Rs. 50/-
Within 13-24 months from the 1st EMI : 5% on the Principal Outstanding		Other fees	Rs.
Post 24 months from the 1st EMI : 3% on the Principal Outstanding			
Prepayment is not allowed within three months of EMI repayment			
Other Charges (If any)	Rs.		
Stamp Duty	At Actuals	Legal / Collections / Repossession and Incidental charges	At Actuals

Cross Sell Details	Product	Motor Insurance	Suraksha Kavach	Group Credit Protect Insurance	GPS	Extended Warranty	Others (If any)
	Amount Finance in Rs.						

- Application Government taxes and other government levies, as applicable would be charged additionally.
- Loan Processing fees, Documentation charges & Stamp Duty is non-refundable.
- Collateral Charges / PDD Collection charges are refundable in case of loan cancellation.
- Due date of EMI : 6th

Details of Postdated cheque handed over to the Bank

I / We confirm having handed over the below detailed cheques / instruments towards repayment of EMI or security cheque for the loan taken / to be taken from HDFC Bank Limited. All cheques are drawn in favor of "**HDFC BANK Limited A/C. Two Wheeler Loan**" and have also recorded my name on the reverse side of the cheques.

Drawee Bank	Bank Account No.	Cheque Amount	Cheque No.		Cheque Date	
			From	To	From	To

Bank Officer Signature

Priority Sector Advance declaration by customer availing loan

PSL Category	Description / Declaration by the applicant
<p>[Please Tick(✓) as applicable]</p> <p><input type="checkbox"/> Agri Farm Credit / Direct Agriculture (Individual Farmers)</p>	<p>I / we declare that the land admeasures _____ (acres) at the address: _____</p> <p>_____ 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 input and farm products.</p>
<p><input type="checkbox"/> Agri Farm Credit (Allied Activities)</p>	<p>I / we are carrying out the following allied agricultural 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.</p> <p> <input type="checkbox"/> Dairy <input type="checkbox"/> Fishery <input type="checkbox"/> Poultry <input type="checkbox"/> Bee-keeping <input type="checkbox"/> Piggery <input type="checkbox"/> Sericulture (upto cocoon stage) </p>
<p><input type="checkbox"/> Manufacturing Enterprises</p>	<p>I / we hereby declare that I / we are running a business unit which is a Small Scale Industry engaged in manufacture / processing/ preservation of goods. I / we also declare that our investment in Plant & Machinery is less than Rs 5 Crores and the aforesaid loan/ Vehicle shall be used by me / us solely for the purpose of business.</p> <p>I / we hereby declare that to the best of our knowledge and belief that the amount of Original cost of investment in all types of plant and machinery used for my business is around Rs..... lacs. (Please fill the amount)</p>
<p><input type="checkbox"/> Service Enterprises</p>	<p>Enterprises engaged in providing or rendering of services and whose investment in equipment (original cost excluding land and building and furniture, fittings and other items not directly related to the service rendered is less than 2 Crores. Below are the industries classified within Service enterprises subject to borrower Total loan limit with Bank upto 5 Crores.</p> <p><input type="checkbox"/> Small business - I / we hereby declare that I am / we are running a small business enterprise, providing services and also declare that the cost of equipment acquired by us for running our business is less than Rs 2 Crores and the aforesaid loan/Vehicle shall be used by me/us solely for the purpose of business.</p> <p>I/We hereby declare that to the best of our knowledge and belief that the total amount of original cost of investment in all types of plant and machinery used for my business..... is around Rs.....Lacs. (Please fill the amount)</p> <p><input type="checkbox"/> Retail Trade - I / We hereby declare that I am / we are trader/traders and the aforesaid loan/Vehicle shall be used by me/us solely for the purpose of business.</p> <p>I/We hereby declare that to the best of our knowledge and belief that the total amount of original cost of investment in all types of plant and machinery used for my business..... Is around Rs.....Lacs. (Please fill the amount)</p> <p><input type="checkbox"/> SRTTO (Small Road Transport / Taxi Operator)- I/We hereby declare that I am/we are Transport operators and will also declare the cost of vehicles and the aforesaid loan/Vehicle shall be used by me/us solely for the purpose of transport business.</p> <p>I / We hereby declare that to the best of our knowledge and belief that the total amount of original cost of investment in all types of plant and machinery used for my business..... is around Rs.....lacs. (Please fill the amount)</p> <p><input type="checkbox"/> Professional & Self Employed -- I / we hereby declare that I am / we are running a Profession & self employed business, providing services and also declare that the cost of equipment acquired by us for running our business is less than Rs 2 Crores and the aforesaid loan/Vehicle shall be used by me/us solely for the purpose of business.</p> <p>I/We hereby declare that to the best of our knowledge and belief that the total amount of original cost of investment in all types of plant and machinery used for my business..... is around Rs.....Lacs. (Please fill the amount)</p>

I/We are aware that it is on the faith of this representation, declaration and confirmation that you have agreed to consider my loan application for financial assistance under category _____ (same as ticked above) of Priority Sector Advances defined in various circulars / guidelines of Reserve Bank of India. We shall indemnify the bank to make the loss good in the event of any loss or damage that may arise on account of false / incorrect declaration by me/us as stated above.

Borrower Name	Borrower Signature
	<p style="color: gray; font-size: small;">Do not sign this agreement if it is BLANK. Please ensure all relevant sections and columns are completely filled to your satisfactory and then only sign the agreement.</p>

