

TWL/

# ***Two Wheeler Loan***

**Customer Name** : \_\_\_\_\_  
\_\_\_\_\_

**Loan Agreement No.** : \_\_\_\_\_



**Back of the Cover**

## LOAN AGREEMENT

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

**BANDHAN BANK LIMITED**, a banking company incorporated under Companies Act, 2013 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 whose name and address are stated in the **Schedule I**, (hereinafter 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 amortise 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

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relevant Due Date 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.

### **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.

### **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 any of the following modes:

- (i) 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 comprising the Outstanding Dues, by means of the RBI's electronic clearing system, by itself or through such other person permitted for the same.

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.

### **7. LIABILITY**

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.

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.

### **8. PREPAYMENT**

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.

### **9. CONDITIONS PRECEDENT**

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.

9.2 The Borrower shall have executed and delivered all adequate documentation as required by the Lender.

9.3 In addition to the above, the Borrower shall be subject to any **other additional conditions as stipulated in the Sanction Letter.**

### **10. SECURITY**

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.

### **11. COVENANTS**

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.

- 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.
- 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 and that in all respects he 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:
  - (i) Register the hypothecation with the Road Transport Authority;
  - (ii) 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:
  - (i) Sell, mortgage, lease, surrender or otherwise howsoever alienate, encumber or create any third party interest in the Security or any part thereof;
  - (ii) 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.

**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 'Hypothecatee' 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 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. The Lender reserves the right to pay the premium on behalf of the Borrower and reimburse the same from the Borrower.
- 12.3 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.

**13. REPRESENTATION AND WARRANTIES**

- 13.1 The Borrower hereby declares, represents and warrants on a continuing basis that:
  - a) 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.
  - b) 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.
  - c) Any disbursement of the Facility to the seller / dealer would be considered a disbursement to the Borrower.

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- d) There are no proceedings (in any form) or investigation pending or threatened, by or against the Borrower which might have a Material Adverse Effect.
- e) 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.
- f) 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.

### 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.

### 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. 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 thereof or any acquiescence in such default affect or impair any right, power or remedy of the Lender in respect of any other default.

**16. DISCLOSURE**

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 (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.

**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**

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 part 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.

**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 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 would be liable under the guarantee deed as a principal

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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.

**Schedule I**

Sl. No.	Particulars	Details
<b>A. LENDER DETAILS</b>		
1.	Branch Office	
<b>B. BORROWER DETAILS</b>		
2.	Name:	
	Age:	
	Son of / Daughter of / Wife of:	
	Address of the borrower's residence:	
<b>C. LOAN/FACILITY DETAILS</b>		
3.	Type of Loan	
4.	Loan amount	
5.	No. of tranches	
6.	Validity Period (to make drawals)	
7.	Purpose:	
	End use of Loan:	
8.	Rate of Interest:	
9.	Additional Interest:	
<b>D. AMORTIZATION OF LOAN</b>		
10.	Tenure of Loan	
11.	Number of EMIs	
12.	EMI Due date	
13.	Amount of each EMI	
14.	Date of commencement of the Monthly Installment:	
15.	Due Date of payment of first Monthly Installment:	
16.	Mode of Repayment:	
17.	Period during which prepayment cannot be made	
18.	Prepayment Charges (In the event the Facility is granted on a floating interest rate basis to an individual, no prepayment charges can be levied on it.)	

<b>Sl. No.</b>	<b>Particulars</b>	<b>Details</b>
19.	Margin	
20.	Moratorium	
21.	ECS/SI	
<b>E. DISBURSEMENTS</b>		
22.	Details of Disbursement	
<b>F. DETAILS OF SECURITY AND OTHER CHARGES</b>		
23.	Description of Vehicle	
24.	Additional Security /collateral	
25.	SI/ECS Dishonour Charges	
26.	Loan re-schedule charges	
27.	Document retrieval charges	

**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:

**DEMAND PROMISSORY NOTE**

Rs.....

ON DEMAND, I, ....., promise to pay to BANDHAN BANK LIMITED or order, the sum of Rs..... (Rupees..... 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: .....

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

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

**D.P. NOTE TAKE DELIVERY LETTER**

To:

Bandhan Bank Ltd.

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

Dear Sir,

Please take delivery of the accompanying DEMAND PROMMISSORY NOTE dated\_\_\_\_\_ for Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) made by me in favour of Bandhan Bank Limited and that in the event of payment not being made on demand by me the Bandhan Bank Limited is at liberty to give time for payment to me without discharging me from liability.

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

\_\_\_\_\_

Borrower

Place\_\_\_\_\_

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”, which expression shall include his heirs, executors and permitted assigns as the case may be)

in favour of

BANDHAN BANK LIMITED, a Banking Company incorporated under the Companies Act, 2013 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 Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ 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 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:

1. The Borrower has an obligation to pay the Guaranteed Sum to the Lender.
2. 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 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 also agrees to provide additional security for the Facility if requested by the Lender.
3. On delay of payment, the Guarantor 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.
4. In order to give effect to the Guarantee herein contained, the Lender shall be entitled to act as if the Guarantor were principal debtors to the Lenders.
5. 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 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.
6. The Guarantee shall be irrevocable and enforceable against the Guarantor, notwithstanding any dispute between the Lender and the Borrower.
7. The Guarantor 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 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's duly authorised agent in that behalf for the purpose of Sections 18 and 19 of the Limitation Act of 1963.
8. The Guarantor 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 shall not be released or discharged of their obligation under this Guarantee Deed.
9. The Guarantor 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 on account or otherwise howsoever towards the discharge and satisfaction of the liability of the Guarantor under these presents.
10. The Guarantor agrees that if the Borrower becomes an insolvent, the Lender may (notwithstanding payment to the Lender by the Guarantor 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 of the full amount of the outstanding Guaranteed Sum. On the happening of the aforesaid event, the Guarantor shall forthwith inform the Lender in writing of the same.

- 11. The guarantee hereby given is independent and distinct from the Security that the Lender has taken by way of hypothecation and the Guarantor 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 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.
- 12. 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.

- 13. 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.
- 14. 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.
- 15. 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").
- 16. The Arbitration proceeding shall be conducted in the English language. The award passed by the Arbitrator shall be final and binding on the Guarantor 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.
- 17. 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.

**IN WITNESS WHEREOF** the Guarantor (abovementioned) has executed these presents the day and year first hereinabove written.

SIGNED AND DELIVERED  
by the within named Guarantor

Shri \_\_\_\_\_

Shri \_\_\_\_\_

**POWER OF ATTORNEY FOR CREATION OF SECURITY**

THIS POWER OF ATTORNEY ("**Power of Attorney**") granted at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ by:  
\_\_\_\_\_, an individual, aged \_\_\_\_\_ years, son of / daughter of \_\_\_\_\_, residing at \_\_\_\_\_ (hereinafter referred to as "**the Borrower**", which expression shall unless the context otherwise requires, include heirs, administrators, executors, successors and permitted assigns;

in favour of

**BANDHAN BANK LIMITED**, a banking company incorporated under the Companies Act, 2013 having its registered office at DN-32, Sector-V, Salt Lake City, Kolkata-700091 and acting through its branch at \_\_\_\_\_ (hereinafter referred to as the "**Lender**" or the "**Attorney**" which expression shall include its successors and assigns);

**WHEREAS:**

- A. The Borrower has entered into a loan agreement dated \_\_\_\_\_ with the Lender ("**Facility Agreement**") whereby the Borrower has agreed to avail of a Facility (as defined in the Facility Agreement) from the Lender for the Purpose (as defined in the Facility Agreement).
- B. As stipulated in the Facility Agreement, the Facility together with the Outstanding Obligations (as defined in the Facility Agreement) shall be secured by way of an [exclusive charge] over the Vehicle (as defined in the Facility Agreement) in favour of Lender in accordance with the terms of the Transaction Documents.
- C. Pursuant to the Transaction Documents, the Borrower is required to execute the Power of Attorney being these presents.
- D. Capitalised terms not otherwise defined herein shall have the meaning ascribed to them in the Facility Agreement.

**NOW THIS DEED WITNESSETH** that in consideration of the Lender having agreed to enter into the Transaction Documents, the Borrower doth hereby irrevocably nominate, constitute and appoint the Attorney 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:

- 1. To create security in favour of the Lenders in any form and manner acceptable to the Lender over the Vehicle under the Transaction Documents.
- 2. To deposit title deeds / documents evidencing title with the Lenders and/or make, execute, sign and deliver in favour of the Lender any mortgage or other documents in respect of the aforesaid, in a form and manner satisfactory to the Lender for the purpose of creation of security for the Outstanding Obligations.
- 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 under the Transaction Documents together with Additional Interest (as defined in the Facility Agreement).
- 4. To appear before the Registrar and Sub-Registrar of Assurances in any district or sub-district or before any other authority or person in any relevant jurisdiction appointed to register documents under the law applicable thereto for the time being in force for the registration of documents and present for registration the documents executed by virtue of these presents and also to admit execution thereof and do or cause to be done all such acts, deeds, matters and things as may be necessary or proper for the effectual completion and registration of the Transaction Documents and all other deeds and documents so executed in the Land Registry, Collector and other Revenue Authorities as well as the Registrar of Companies or other similar authorities in any jurisdiction.
- 5. 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 the Transaction Documents and all other deeds and documents.
- 6. **AND GENERALLY** to do or cause to be done all other acts, deeds, matters or things which the Attorney may deem necessary or expedient for the purpose of or in relation to these presents.

The Borrower doth hereby agree that all or any of the powers hereby conferred upon the Attorney may be exercised by any officer or officers of the Attorney so nominated.

**AND** the Borrower doth hereby declare that all and every receipts, pledges, mortgages, documents, deeds, matters and things which shall be performed / exercised by the Attorney or any of its officer or officers so nominated in that behalf be made, executed or done for the aforesaid purposes by virtue of these presents shall be as good, valid and effectual to all intents and purposes whatsoever as if the same had been made, executed or done by the Borrower in its own name and person.

AND the Borrower doth hereby ratify and confirm and agree to ratify and confirm all that the Attorney or any of its officer or officers so nominated in that behalf shall do or cause to be done in or concerning the premises by virtue of these presents.

AND the Borrower doth hereby declare that this Power of Attorney shall be irrevocable till all the obligations of the Borrower under the Transaction Documents are fully discharged by the Borrower to the satisfaction of the Lender.

**IN WITNESS WHEREOF** the Borrower has duly executed and delivered this Power of Attorney in favour of the Attorney on day and year first hereinabove written.

*[Insert execution clause of the Borrower]*

TO

Bandhan Bank Limited

RECEIPT OF TWO WHEELER 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 Two wheeler:

- (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



**RECEIPT OF LOAN**

I \_\_\_\_\_ acknowledge that I have on this \_\_\_\_\_ the day of \_\_\_\_\_ have received a sum of Rs. \_\_\_\_\_ from Bandhan Bank Limited.

For Borrower

Signature \_\_\_\_\_

Name \_\_\_\_\_

Place \_\_\_\_\_

Date \_\_\_\_\_