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To be stamped as  
per State Laws

## LOAN CUM HYPOTHECATION AGREEMENT

THIS AGREEMENT for loan is executed at the place and date as specified in the schedule between the Borrower/s. whose name(s), addressee(s) and other details are more particularly described in the Schedule hereunder written (hereinafter referred to us the “**Borrower/s**” which expression shall unless repugnant to the context or meaning there of shall include its successors and permitted assigns and all persons deriving/claiming title under the Borrower/s);

**AND**

**AXIS BANK LIMITED**, a company, carrying on the Banking business under the Banking Regulation Act 1949, Incorporated under the Companies Act, 1956 and having its Registered office at Trishul’, 3rd Floor, Opposite Samartheshwar Temple, Law Garden, Ellis Bridge. Ahmedabad 380 006, Gujarat and having one of its Branch office at the place and address mentioned in the Schedule herein below (hereinafter called ‘the Bank’ which term unless the context otherwise requires includes its successors and assigns from time to time.

### **WHEREAS:**

The Borrower /s has / have approached the Bank to avail a loan for the purpose of \_\_\_\_\_ and the Bank, at the request of the Borrower/s, has agreed to grant / has granted such Loan Facility up to the limit(s) as specified in teh Schedule herein below with full power to the Bank from time to time to renew or reduce or enhance the limit or altogether withdraw or cancel the facility without assigning any reason and on the terms and conditions appearing herein (hereinafter collectively and individually referred to as the said Loan Facility”) vide sanction letter details of which are specified in the Schedule herein below.

IN CONSIDERATION OF THE Bank granting the Loan Facility as above, the Borrower/s hereby agrees, records and confirms with the Bank as follows:

1. The Borrower/s is/are in the business of \_\_\_\_\_ and is/are desirous of obtaining new and advanced business equipment so as to improve the functioning and efficiency of their business and for this purpose have requested the Bank to grant a Loan under the \_\_\_\_\_ Scheme formulated by the Bank.
2. The Borrower's application and the Sanction letter issued by Bank and accepted by the Borrower's shall constitute the basis of this agreement and of the Loan Facility advanced/ to be advanced by the Bank hereunder and the Borrower/s hereby confirms the correctness of each and every statement and particulars therein set forth. Further the sanction letter shall always be deemed to be an integral part of this agreement.
3. The Bank has granted/agreed to grant to the Borrower/s the said Loan Facility in aggregate amount and at the rate of interest specified in the Schedule hereunder written on the terms and conditions set forth herein. The Bank at its sole discretion shall be entitled to modify, vary or amend the rate of interest from time to time including on account of the changes in the applicable lending rate of the Bank or the changes made by the Reserve Bank of India in the rate of interest or its policies. In the event the rate of Interest is modified as stated above, then the interest would be payable by the Borrower's at the revised rate of interest.
4. The Borrower/s agrees and undertakes to notify the Bank, in writing, of any circumstances affecting the correctness of any of the particulars mentioned in the Borrower's application within seven days of the occurrence of any circumstance.
5. The principal amount of the Loan Facility shall, if not demanded earlier by the Bank as mentioned herein after, be repaid by the Borrower's to the Bank to be paid as per repayment schedule stipulated in the sanction and more particularly mentioned in the Schedule hereunder written, provided however that the Bank shall be entitled to demand immediate repayment of the Loan Facility amount if any installment of interest/ Loan Facility instalment remains unpaid on the due date for payment thereof.
6. The Borrower's agrees that the above Loan Facility shall be secured by mortgage / hypothecation of such security as stipulated by the Bank vide its sanction letter referred to in the Schedule herein below.
7. The Loan Facility shall be disbursed/has/have been disbursed by the Bank to the Borrower/s in installments or in one lump sum as may be necessary for the smooth implementation of the said scheme.
8. The Borrower/s shall pay interest on the Loan Facility at the rate more particularly mentioned in the Schedule attached hereto, to be calculated on the daily balances in the Loan Facility account(s) with monthly/quarterly/half yearly/yearly or other rests according to the practice of the Bank and as per the guidelines as applicable and issued by the Bank/RBI from time to time at the rate as mentioned in the Schedule hereunder. Provided that the Bank shall at any time and from time to time be entitled to change the rate of interest and such revised rate of interest shall always be construed as agreed to be paid by the Borrower/s and hereby secured. Borrower/s shall be deemed to have notice of change in the rate of interest whenever the changes in "Base Rate" are displayed/notified in/by the branch/published in newspaper/made through entry of interest charged in the pass book/statement of accounts sent to the Borrower/s. The Borrower/s hereby waives the requirement of notice on the revision of interest.

I / We Confirm having read and understood the text contained in page no. 1 and 2 this agreement.

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

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Co-Borrower-I

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

9. Further, without prejudice to the Bank's other rights and remedies, the Bank shall be entitled to charge at its own discretion enhanced rates of interest on the outstanding in the Loan Facility account(s) or a portion thereof or for any default or irregularity on the part of the Borrower's which in the opinion of the Bank warrants charging of such enhanced rate of interest for such period as the Bank may deem fit.
10. Penal/additional interest shall be leviable on any default by the Borrower/s in payment for dues or of any of the terms and conditions herein as specified in the Schedule below and the same shall be a charge on the properties secured under the Loan Facility and leviable from the date of the default without prejudice to the Bank's other rights available as per this agreement and on default/failure of the Borrower/s to pay the same. Provided also that the obligation to pay penal/additional interest shall not entitle the Borrower/s to set up a defence that no event of default as mentioned hereunder has occurred.
11. In the event of any default committed, the Bank shall have right to demand the repayment of entire amount of principal and interest thereon remaining due and outstanding which shall become payable forthwith.
12. The Borrower/s shall have no right to make premature repayment of the outstanding financial assistance in full or in part at any time except as specified hereto. In case the Borrower/s wants to prematurely repay the outstanding loan, the same shall however, be entirely at the sole discretion of the Bank and the acceptance of the said request shall be subject to such terms and conditions including prepayment premium, as may be stipulated by the Bank in this behalf.
13. In the event of Preclosure of loan, pre payment penalty will be levied by the bank as per schedule of charges.
14. With a view to induce the Bank to grant the Loan to him, the Borrower/s, hereby represents, warrants, covenants and undertakes with the Bank that the Borrower/s;
  - (a) has/have been duly formed and has the power to carry on the business as the Borrower/s is/are now being carried on and to own the property and assets and has/have the power to borrow the Loans and the signatories have the authority and necessary powers to execute the loan documentation on behalf of the Borrower/s;
  - (b) shall furnish to the Bank all such information, statements, particulars, estimates and reports etc. as the Bank may require from time to time as to the compliance with the terms of the Loan and shall also submit to the Bank, in form and detail satisfactory to the Bank, unaudited half yearly income statements of the Borrower/s within 4 (Forty Five) days of the close of each semi-annual period and copies of audited financial statements including including balance-sheet and profit and loss account (in detail and not in the abridged form) within 180 (one hundred eighty) days after the close of each financial year.
  - (c) shall not enter into any scheme of merger, amalgamation, compromise or reconstruction, reconstitution, dissolution etc. without the prior written consent of the Bank;
  - (d) shall not permit any change in the ownership or control of the Borrower/s whereby the effective beneficial ownership or control of the Borrower/s shall change, without the prior written consent of the Bank;
  - (e) shall not effect any material changes in the management of the business of the Borrower/s, without the prior written consent of the Bank;
  - (f) shall not make any amendments in the Borrower/s' Memorandum and Articles without the prior written consent of the Bank (in case of the Borrower being a company);
  - (g) shall make available to the Bank such security in such form and substance as may be required by the Bank;

- (h) shall always have, until all the dues hereunder are not repaid to the Bank, a clear and marketable title to the property and assets provided as security for the Loan Facility, free from all encumbrances whatsoever and shall not during the tenure of the Loan Facility either part with possession of or create third party rights in the assets constituting the Bank's security or any part of it (whether by way of sale, exchange, lease, mortgage, agreement or option or otherwise);
- (i) has no major pending claims, demands, litigation or proceedings against him before any court or authority (public or private);
- (j) shall ensure /utilize the entire loan for that the purpose for which the Loan Facility is advanced by the Bank is fulfilled in all respects and produce to the Bank, the necessary documents, as may be required by the Bank;
- (k) shall not, during the tenure of this Agreement, avail of or obtain any further loan or facility on the asset constituting the Bank's security without the prior written consent of the Bank.
- (l) shall in addition to the statement/s required by the Bank furnish such other information/documents concerning its trade, business, profession or otherwise as the Bank may require from time to time;
- (m) shall promptly inform the Bank of any loss or damage to the property constituting the Bank's security due to any force majeure or Act of God;
- (n) shall (in case of more than one Borrower) be jointly and severally liable to repay the Loan Facility, interest and all other sums due and payable under this Agreement and to observe its terms and conditions;
- (o) shall maintain the assets constituting the Bank's security in good order and habitable and /or usable condition and not allow it to deteriorate or commit any act which is destructive or permanently injurious to the property or do anything which will render the security in favour of the Bank, insufficient;
- (p) shall not stand surety or guarantor for any third party liability or obligation without first obtaining the permission of the Bank;
- (q) shall comply with all the terms of the Sanction letter and keep himself aware of the rules of the Bank, as pertaining to this Loan Facility, and in force from time to time;
- (r) shall ensure the officials of the Borrower/s executing this Agreement and the documents to be executed in pursuance thereof are duty and property holding office and are fully authorised to execute the same;
- (s) shall utilize the Loan only for the purpose sanctioned;
- (t) agrees that any accretion to the said securities and other benefits from time to time accruing in respect of the said securities or any part thereof shall also be pledged/mortgaged with the Bank by the Borrower/s;
- u) The Borrower hereby agrees and undertakes that no such person whose name is appearing in the list of Wilful defaulters shall be inducted on its board and that in case, such a person is found to be on its Board, it would take expeditious and effective steps for removal of such person from its Board.
- v) The Borrower hereby acknowledges and agrees that the Bank has a right to award a separate mandate to our Auditor or any independent Auditor, as the Bank may deem fit with a view to obtain a specific certificate regarding diversion /siphoning of funds by the Borrower. The Borrower agrees and undertakes to co-operate with such Auditors and provide the necessary information and/or documents as may be required by such Auditors. The Borrower also agrees and undertakes to bear all the expenditure in respect of obtaining the said Certificate and agrees to indemnify and keep the Bank indemnified in this regard.

15. The Bank may, by a written notice to the Borrower/s, declare all sums outstanding under the Loan Facility (including the principal, interest, charges, expenses) have become due and payable forthwith irrespective of any agreed maturity and enforce the security created in favour of the Bank for the Loan Facility upon the occurrence (in the sole decision of the Bank), but not limited to, of any one or more of the following:
- (a) the Borrower/s commits any defaults in the payment of interest, principal, other charges or any obligation and in the payment of any other amounts to the Bank when due and payable,

I / We Confirm having read and understood the text contained in page no. 3 and 4 this agreement.

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1. Borrower

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Co-Borrower-I

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Co-Borrower-II

- (b) the Borrower/s fails to pay to any of its creditors other than the Bank any amount when due and payable or any creditor other than the Bank demands repayment of the loan or dues or liability of the Borrower/s to such person ahead of its normal repayment terms as previously agreed between such creditor and the Borrower/s;
- (c) the Borrower/s defaults in performing any of its obligations under this Agreement or breaches any of the terms or conditions of this Agreement or any other security documents, undertakings etc. executed in favour of the Bank;
- (d) the death, failure in business, going into liquidation / dissolution, amalgamation or reconstruction, except with prior written approval of the Bank, general assignment for the benefit of creditors, if the Borrower/s suspends payment to any creditors or threatens to do so, filing of any petition of winding up against the Borrower/s
- (e) any of the information provided by the Borrower/s to avail the Loan Facility or any of the Borrower/s Representations, Warranties herein being found to be or becoming incorrect or untrue;
- (f) any person other than the Bank commencing proceedings to declare the Borrower/s insolvent or if the Borrower/s shall become bankrupt or insolvent or commit act of insolvency;
- (g) the value of the any security created or tendered by the Borrower/s, in the sole discretion and decision of the Bank, depreciates entitling the Bank to call for further security and the Borrower/s fails to give additional security;
- (h) the Borrower/s fails to create the security as provided herein; or
- (i) the Bank, for any regulatory or other reasons, is unable or unwilling to continue the Loan facility;
- (j) if a Receiver or Receivers is/are appointed in respect of the whole or any part of the property/assets of the Borrower/s or if any attachment, distress, execution or other process against the Borrower/s, or any of the securities is enforced or levied upon;
- (k) if the Borrower/s ceases or threatens to cease or carry on its Business or if the Co-Borrower opts to resign or retires from the employment prior to the age of super-annuation or is discharged or removed from service such date for any reason whatsoever;
- (l) if it is certified by an Accountant or a Firm of Accountants appointed by the Bank (which the Bank is entitled and hereby authorised to do so at any time) that the liabilities of the Borrower/s exceed the Borrower's assets or that the Borrower/s is carrying on business at a loss;
- (m) If the Borrower/s fails to pay any tax, imposts, duties, levies, other taxes or impositions in relation to the hypothecated as may be applicable **under** laws or regulations from time to time;
- (n) if any circumstance or event occurs which would or is likely to prejudicially or adversely affect in any manner the capacity of the Borrower/s to repay the Loan Facility or any part thereof;
- (o) if the Loan Facility or any part thereof is utilised for any purpose other than the purpose for which it is applied by the Borrower/s and sanctioned by the Bank;
- (p) if any attachment, distress, execution or other process against the Borrower/s, or any of the securities is enforced or levied upon;
- (q) if any circumstance or event occurs which is prejudicial to or impairs or imperils or jeopardizes or is likely to prejudice, impair, imperil, depreciate or Jeopardise any security given by the Borrower/s or any part thereof;

- (r) if the Borrower/s, without prior written consent of the Bank, attempts or purports to create any charge, mortgage, pledge, hypothecation, lien or other encumbrance over the Borrower/s property or any part thereof, which is or shall be the security for the repayment of the said dues except for securing any other obligations of the Borrower/s to the Bank;
- (s) upon happening of any substantial change in the constitution or management of the Borrower/s without previous written consent of the Bank or upon the management ceasing to enjoy the confidence of the Bank;
- (t) if the Borrower/s fails to furnish any information or documents required by the Bank;
- (u) if the Borrower/s fails to furnish to the Bank detailed end use statement of the Loan as and when so required by the Bank within the time prescribed by the Bank;
- (v) all or substantially all of the undertaking, assets or properties of the Borrower/s or its interests therein are seized, nationalised, expropriated or compulsorily acquired by the authority of Government.

16. Notice on the happening of an event of default:

if any event of default or any event which, after the notice or lapse of time or both would constitute an event of default shall have happened, the Borrower/s shall forthwith give the Bank notice thereof in writing specifying such event of default, or such event. The Borrower/s shall also promptly inform the Bank if and when any statutory notice of winding-up under the provisions of the Companies Act, 1956 or any other law or of any suit or legal process intended to be filed/initiated against the Borrower/s, is received by the Borrower/s.

- 17. Further, the Bank shall be entitled to forthwith take physical possession of the assets hypothecated and/or mortgaged to the Bank and alienate sell, transfer the said properties either by itself or through its agents and sell or otherwise deal with the same to enforce the Bank's security and recover the dues.
- 18. The Borrower/s agrees and undertakes not to prevent or obstruct the Bank from taking possession of the properties irrespective of whether the loan has been recalled whenever in the opinion of the Bank, there is an apprehension of any money not being paid or the Bank's security is being jeopardized and that the Bank's representatives will be entitled to sell, give on rent, or otherwise deal with the properties by public or private auction or private treaty, without being liable for any loss, and to apply the net proceeds thereof as specified in these presents.
- 19. The Borrower/s shall pay any deficiency, forthwith to the Bank. The Bank shall also be entitled to adjust and a right of set-off on all monies belonging to the Borrower/s standing to his credit in any account whatsoever with the Bank, towards payment of such deficiency. Nothing contained in this clause shall oblige the Bank to sell, hire or deal with the properties and the Bank shall be entitled to proceed against the Borrower/s independent of such other security. The Borrower/s agrees to accept the Bank's accounts in respect of such sale, hire, dealing or otherwise as conclusive proof of the correctness of any sum claimed to be due from the Borrower/s. In case of any deficit, the deficit amount shall be recovered by the Bank from the Borrower/s.
- 20. The Bank may, at the risk and cost of the Borrower/s, engage one or more person(s) to collect the Borrower/s outstanding and/or to enforce any security and may furnish to such person the right and authority to perform and execute all acts, deeds, matters and things connected therewith or incidental there to as the Bank thinks fit.

I / We Confirm having read and understood the text contained in page no. 5 and 6 this agreement.		
<hr style="width: 80%; margin: 0 auto;"/> <p><b>1. Borrower</b></p>	<hr style="width: 80%; margin: 0 auto;"/> <p><b>Co-Borrower-I</b></p>	<hr style="width: 80%; margin: 0 auto;"/> <p><b>Co-Borrower-II</b></p>



21. In consideration of the Bank having granted/agreed to grant the Loan Facility, the Borrower/s hereby HYPOTHECATES to and charges, as security to the Bank, for securing the moneys that may from time to time become due and payable by the Borrower/s to the Bank and the Balance Due to the Bank, by way of First Exclusive charge in favour of the Bank the assets of the Borrower/s, which are more particularly described in the Schedule hereto (hereinafter referred to as "Hypothecated Assets") and the same SHALL BE AND STAND HYPOTHECATED to the Bank by way of first charge as security for the due repayment of Loan Facility and also for all indebtedness or liabilities of the Borrower/s to the Bank together with all interest, commissions, costs, charges and expenses payable to or incurred by the Bank Including those for the enforcement of any of the security (ies). **Provided that** in case the Hypothecated Asset(s) is yet to be purchased or has not been delivered and/or registered with the appropriate authority, wherever applicable, at the time of signing of this agreement, then the particulars of the assets shall be intimated to the Bank In writing with all the relevant particulars of the assets including the registration details of the assets as may be applicable, whereupon such intimation in writing shall form part of the Schedule attached and shall deemed to have been incorporated in this Agreement.
22. If the Hypothecated Assets are required to be entrusted by the Borrower/s to any other person(s) for further furnishings, body building etc. then the Borrower/s shall intimate the details of such person(s) or organisations with which the Borrower/s have entrusted the Hypothecated Assets fir such purpose and also shall keep such persons) or organisation informed of the rights of the bank over the said assets. The Borrower/s shall also, if so required by the Bank, produce the necessary letters etc. from such person(s) or organisations acknowledging the Bank's charge over the same and also consenting for the inspection etc. at their premises.
23. The Borrower/s declare and confirm that the Bank shall not be liable or responsible for the delivery of the assets to the Borrower/s or delivery of the duly endorsed registration certificates or any other documents and the Borrower/s shall in no way entitled to withhold or stop the repayment of the stipulated instalments or interest, as the case may be, on account of such non-delivery or delay in delivery.
24. This hypothecation made herein shall operate as a security to the Bank in addition to any other security, if any, already held by the Bank for the repayment to the Bank on demand of the balance due to the Bank by the Borrower/s at any time or ultimately on the closing of the said Accounts upto the aggregated amount of the Loan Facility as mentioned in the Schedule hereunder. The expression 'the balance due to the Bank' shall be taken to include the principal moneys from time to time due on the said Loan Facility whether demanded or not and also all interests including additional interest, if any, penal interest, commission charges, interest tax, liquidated damages by whatever name called, calculated from day to day un a manner and at the rate hereinafter mentioned and the amount of all cost (between Attorney and Client) charges and expenses of the Bank which the Bank may have paid or incurred in any way in connection with the Hypothecated Assets and other assets including the sale and disposal thereof and any other sum that is hereunder declared as can be debited to the accounts and interest thereon.
25. The Borrower/s shall submit and continue to submit from time to time all the relevant statements and other related papers pertaining to the Hypothecated Assets and shall maintain the Hypothecated Assets in good order and marketable at all the times.
26. The Bank shall have the right of lien and set off against any of the balances in the account of the Borrower/s in accordance with the provisions of this agreement and/or under the law.
27. The Borrower/s shall not create any charge over any property whether secured or unsecured except with the permission of the Bank.

28. The Borrower/s shall not bank with any other Bank without the written consent of the Bank.
29. The Borrower/s shall not create any lien on the properties/goods hypothecated to the Bank.
30. The Borrower/s shall take all step to get the hypothecated vehicles registered with the authorities immediately as may be required under the law and shall submit, the proof of such registration to the Bank within 7 days from the date of the registration and shall take such necessary steps to ensure that the RC Book of the vehicles contain an endorsement in the name of the Bank in its capacity as Lender / Financier of the said vehicle. The Borrower/s agree and undertake that they shall get the endorsement for hypothecation done in the registration certificate from the registration authority concerned and such endorsement shall be made in the name of "Axis Bank Limited". Apart from registering the hypothecation charge as stated above, in case of the corporate Borrower/s the necessary charge shall be registered with the Registrar of Companies concerned also within the stipulated time limit and in the manner acceptable to the Bank.
31. The security over the Hypothecated Assets, the charge created over the same and all other rights of the Bank shall continue to be valid and enforceable as a security for the due repayment and payment by the Borrower/s of all dues under the said Loan Facility along with all applicable fees, costs, charges and other monies that may become due and payable by the Borrower/s and till such time the entire dues are paid off and the Bank issues a certificate releasing the security so created and the security created/to be created shall not affect in any way by any change in the constitution, merger, de-merger, dissolution, winding up or any other kind of changes of the Borrower/s and shall always remain to be valid and enforceable against the Borrower/s.
32. The Borrower/s shall also provide a suitable third party guarantee as and when required and also if so stipulated in the sanction letter. Without prejudice to the Bank's absolute right in its uncontrolled discretion without any notice, reference of intimation to Borrower/s without Borrowers' consent to adjust appropriate or set off at any time and from time to time any amount received or to be received by the Bank from the Borrower/s or any amount due or to become due to Borrower/s in any current, savings, term deposit or any deposit account or any account whatsoever at any of the Bank's branches whatsoever, any amount received or to be received by the Bank may first be appropriated by the Bank towards costs, charges and expenses incurred by the Bank and surplus amount, if any, may thereafter be appropriated by the Bank towards interest chargeable by the Bank and surplus amount, if any, may lastly be appropriated by the Bank towards principal amount due to the Bank.
33. Notwithstanding the Bank's decision/action/policy, if any to reverse any debit entry or not to debit interest or not to make any debit entry in Bank's books or in ledger account or in statement of account or any account, for any period whatsoever, the Borrower/s shall be bound and liable to pay jointly and severally to the Bank, the entire outstanding, debit balance and compound interest thereon with quarterly rests till the date of realization, recovery or collection by the Bank of all such amounts plus interest, penal interest, interest tax, additional interest, if any, liquidated damages, Commission, costs, charges and expenses at such rates as may be prevailing or fixed or to be fixed by the Bank from time to time without any reference, notice or intimation by the Bank at any time whatsoever.
34. Borrower/s do hereby agree, undertake, record, declare, admit, assure, promise, acknowledge and confirm to abide by, accept, satisfy, fulfil, carry out, perform and comply fully with all the terms, conditions, requirements, sanctions, provisions and stipulations or any amendments or modifications therein made or to be made by the Bank at any time or from time to time in its discretion concerning any of my/our facilities, limits or accounts without any reference, notice or intimation by the Bank in that behalf.
35. Any stamp duty, penalty, registration charges, or deficit therein, if any, payable on this document shall be borne and paid by the Borrower/s and not by the Bank.

I / We Confirm having read and understood the text contained in page no. 7 and 8 this agreement.

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

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Co-Borrower-I

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Co-Borrower-II

36. In the event of default, the Bank shall have a right to seize/take over possession of the securities charged hereunder and sell them and recover its dues.
37. The Bank reserves its right to appoint at its discretion such persons as its agents and trustees as the Bank may deem fit and the Borrower/s accepts and acknowledges that such agents and trustees shall have the right to demand payment from the Borrower/s of all amounts due and payable by the Borrower/s to the Bank, to receive such payments from the Borrower/s, to seize/repossess the security charged in favour of the Bank for the Loan Facility granted, to proceed against the Borrower/s for recovery of the Loan Facility, to foreclose the security created by the Borrower/s, to file suits and take legal proceedings against the Borrower/s and other persons, including but not limited to the co-Borrower/s and guarantors), if any, for recovery of all or any of the amounts due by the Borrower/s to the Bank and to do all such acts, deeds and things as the agents and trustees may be entitled to do pursuant to the authority granted to them by the Bank.
38. The Borrower/s hereby agrees and confirms that in the event the Bank repossesses the Hypothecated Assets, the Bank shall be at liberty either to keep the said security in the premises wherein they may be lying at the time of re-possession thereof and affix Bank locks to such premises or to remove the security to any other premises. In the event of the Bank repossessing the hypothecated security or appointing an agent or representative or a receiver thereof, neither the Bank nor the receiver shall in any way be liable and/or responsible, notwithstanding anything to the contrary contained in Section 152 of the Indian Contract Act, 1872 and/or any other law for the time being in force for any damage, loss, deterioration to the hypothecated security, whether by theft, fire, flood, earthquake, drought, lightning or any other cause whatsoever.
39. The Borrower/s hereby agrees and confirms that in the event the Bank repossesses the hypothecated security, the Bank shall be at liberty to appoint any officer of the Bank as a receiver of the hypothecated security and/or sell by public auction or private contract or otherwise dispose of or deal with all or any part of the hypothecated security at such price as may be determined by the Bank in its absolute discretion (and the decision of the Bank with respect to the price or any other matter related thereto, shall be final and binding on the Borrower/s) and to enforce, realize, scale, compromise and deal with an or the rights aforesaid without being liable for any loss in exercise thereof and without prejudices to the Bank's rights and remedies of suit against the Borrower/s and to apply the net proceeds such sale in or towards the liquidation of the balance due to the Bank. The Borrower/s hereby accepts the Bank's account of sales, realizations and to pay any shortfall or deficiency therein shown.
40. In the event, the net sum realized by such sale be insufficient to cover the balance then due to the bank, the Bank shall be at liberty to apply any other moneys in the hands of the Bank and standing to the credit of, or belonging to the Borrower/s, in or towards payment to the balance for the time being due to the Bank.
41. The Borrower/s hereby irrevocably and unconditionally appoints the Bank as its true and lawful attorney to do and execute for and In the name and on behalf of the Borrower/s and where the Borrower is more than one Individual, Jointly and severally, all or any of the acts, deeds and things, specified therein and agree and declare that an such acts, deeds and things done by the Bank in its capacity as attorney of the Borrower/s are be and hereby ratified by the Borrower/s and shall always be binding on the Borrower/s as if the same has been done by the Borrower/s itself. Further, the Bank shall be entitled to exercise the Powers granted under this clause through any of Its officers authorized by the Bank in that behalf.
42. The Bank may assign or otherwise transfer the Loan Facility (or the portion thereof respectively advanced by them) to any third party and pursuant to which the Bank shall be entitled to assign the Security created herein with all or any rights under this Agreement without the prior written consent of the Borrower/s. The Borrower/s confirm unconditionally and irrevocably that it shall have no objection in case the Bank decides to assign/sell a part of or the entire Loan Facility along

with securities of the said Hypothecated Assets to another bank / institution / limited company / Government body or department (assignee / buyer). In such case the Borrower/s agrees that It shall become the primary Borrower/s of such assignee / buyer and shall at no point of time raise any objection, legal or otherwise regarding assignment, transfer and sale of the securities by the Bank in favour of the assignee / buyer.

43. The Borrower/s also agrees, undertakes and confirms, as a pre-condition for granting of the Loan Facility, as under:

a) The Borrower/s hereby agrees and give(s) consent for the disclosure by the Bank of all or any such:

- Information and data relating to the Borrower/s
- The information and data relating to its Loan Facility availed of / to be availed by the Borrower/s; and
- Default, if any, committed by the Borrower/s, in discharge of the Borrowers' obligation;

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

b) The Borrower/s declare(s) that the information and data furnished by the Borrower/s to AXIS Bank Limited are true and correct.

c) The Borrower/s also undertakes that:

- CIBIL and any other agency so authorized may use, process the said information and data disclosed by the Bank in the manner as deemed fit by them; and
- CIBIL and any other agency so authorized may furnish for consideration, the processed information and data disclosed or products thereof prepared by them, to bank(s)/Financial Institution(s) and other Credit Grantors or Registered Users, as may be specified by the RBI in this behalf.

a) That the Borrower/s shall at all times maintain a sufficient quantity and market value of the security to provide the necessary margins in security required by the Bank wherever applicable.

b) That the Borrower/s shall not except in the normal course of business but subject to the powers of the Bank herein contained, cut, remove/dispose of the security from the place(ts) wherever normally they may be kept/preserved, stored without the prior written permission of the Bank during the time any money herein mentioned shall remain outstanding. Such security, if so required by the Bank, shall be Immediately delivered to the Bank.

c) That the Bank without being bound to do so or being liable for any loss on account thereof and without prejudice to the rights and remedies of suit or otherwise shall be entitled to- and

- i. Without notice to the Borrower/s and at the Borrowers' risk and expense enter any place(s) where the security may be kept/stored and inspect, value, insure, dispose of and/or take possession thereof either by itself or through its agents/representative / attorneys.

I / We Confirm having read and understood the text contained in page no. 9 and 10 this agreement.

\_\_\_\_\_  
**1. Borrower**

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

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

- ii. Apply towards the outstanding Loan Facility and money in its hand belonging to the Borrower/s and to recover the balance if any, of the Loan Facility notwithstanding that all or any of the security may not have been realized.
  - iii. The Bank shall be entitled to settle compromise, submit to arbitration and deal with any manner with any rights, debts, claims of Borrower/s relating to the security.
- d) That all the security(ies) are free and shall be kept free from any charge or encumbrance except those in favour of the Bank.
- e) That the Borrower/s shall at all times during the currency of the Loan, at its own cost, keep the said property constituting the Bank's security fully insured against such risks and for such amounts and for such period and forms as the Bank may require, in the joint names of the Bank and the Borrower/s or with the usual Bank clause, with such Insurance company or companies of repute to be approved by the Bank In writing and shall deposit the insurance policies and all cover notes premium receipts etc. with the Bank unless the same is waived by the Bank. The Borrower/s shall make punctual payment of all premium and shall not do or suffer to be done any act which may invalidate such insurance and will on receipt of any monies under the said policies, pay the same to the Bank which shall, at the option of the Bank, be applied either in reinstating or replacing the security or in repayment of the said Dues. If the Borrower fails to insure or keep insured all/any of the property/assets as aforesaid, then the Bank shall without prejudice to or affecting its rights hereunder, be at liberty (but not bound) to insure and keep the same insured and the Borrower/s shall on demand repay to the Bank all amounts spent or incurred by the Bank in doing so, with interest at the rate applicable for the Loan Facility as aforesaid.
- f) That the Borrower/s shall pay all charges and taxes statutory or otherwise in respect of the security. The Bank may also without being bound to do so, pay all such charges and taxes at the cost of the Borrower/s, by debit to the Borrowers' account(s).
- g) That this agreement is intended to and shall operate as a continuing security for all dues, indebtedness and liabilities of the Borrower/s to the Bank at all times during the subsistence of the agreement notwithstanding-
- i. The existence of a credit balance or 'Nil' balance in the Loan Facility accounts at any time or any partial payment or fluctuation of accounts or
  - ii. Any Loan Facility or any part there of have been repaid either after demand has been made by the Bank or otherwise or has not been so repaid on demand.
- h) That if the Borrower/s be more than one individual each one or any of them is/are authorized and empowered by the other(s) of them to admit and acknowledge his/their liability to the Bank by any payment into the account(s) or by way of express writing in any manner or otherwise and any such admission and acknowledgment of the liability by one or more of them shall be constructed to have been made on behalf of each of them.
- i) That the Borrower/s hereby gives his/their consent for the Loan Facility being recovered as a public demand/money/debt in terms of any legislation relating to recoveries thereof, where such consent is necessary under any legislation.
- j) The Borrower/s covenants that the Loan Facility shall be utilized for the purpose for which it is sanctioned by the Bank and for no other purpose and all the terms and conditions as contained in the letter of sanction and other documents if any executed or accepted by the Borrower/s in respect of the Loan Facility shall be duly observed and shall be deemed to form part of these presents.
44. The Borrower commits a default in repayment of dues and consequently the account is to be classified as NPA, all other borrowal accounts of the Borrower, with the Bank also shall be classified as NPA as per the guidelines issued by RBI.

45. All disputes, differences and / or claim or questions arising out of these presents or in any way touching or concerning the same or as to constructions, meaning or effect thereof or as to the right, obligations and liabilities of the parties hereunder shall be referred to and settled by arbitration and Conciliation Act, 1996 or any statutory amendments thereof, of a sole arbitrator to be nominated by the Lender/Bank, and in the event of death, unwillingness, refusal, neglect, inability or incapability of a person so appointed to act as an arbitrator, the Lender/Bank may appoint a new arbitrator to be a sole arbitrator. The arbitrator shall not be required to give any reasons for the award and the award of the arbitrator shall be final and binding on all parties concerned. The arbitration proceedings shall be held Mumbai / Delhi / Chennai / Kolkata
46. "The Borrower do hereby confirm and agree that the sanction of credit facilities are at the sole discretion and subject to adherence of Terms and Conditions as may be stipulated by the Bank from time to time and also subject to the regulatory and statutory guidelines, as may be applicable from time to time. The Bank shall have no obligation to provide any further financial assistance to the Borrower and the Borrower understands that any such further facilities shall be allowed only subject to proper review of the credit facilities enjoyed and subject to eligibility criteria of the Bank from time to time.
47. "The Borrower hereby agree and confirm that as and when directed by the bank, the company shall arrange to provide certificate from its Statutory Auditors declaring the end use of the funds disbursed by the Bank and in case the Borrower fails to provide the same the Bank shall have absolute right to seek such certificate from the Statutory Auditor of the Company, for which, this confirmation shall be deemed a standing instruction for the same."

The Arbitration shall be in English / Hindi language (or any appropriate language of RAC's choice)."

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

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

**For the Bank**

Signed and delivered by  
Axis Bank Ltd. by the hand  
of its authorised signatory : Mr./Ms. \_\_\_\_\_

Place :

Date:

I / We Confirm having read and understood the text contained in page no. 11 and 12 this agreement.

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

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

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

## SCHEDULE TO LOAN CUM HYPOTHECATION AGREEMENT

A] AGREEMENT DETAILS: 1. Place of Agreement : \_\_\_\_\_ 2. Date of Agreement : \_\_\_\_\_

**B] Borrower details:**

<b>i] Description of the Borrower:</b>	
Name	: _____
Address	: _____
Constituion	: _____
<b>ii] Description of the Co-Borrower:</b>	
Name	: _____
Address	: _____
Constituion	: _____
<b>i] Description of the Co-Borrower:</b>	
Name	: _____
Address	: _____
Constituion	: _____
<b>ii] Description of the Co-Borrower:</b>	
Name	: _____
Address	: _____
Constituion	: _____

Co-Borrower-II

**C] Loan/Facility details and other charges**

S. No.	Particulars	Details
i)	Loan Amount	
ii)	Purpose (New / Used)	
iii)	<b>Rate of Interest</b>	_____ % per annum (fixed / variable)
iv)	Amortization of Loan:	
	a) Tenure of Loan (in years)	
	b) Number of Monthly Installment /EMI	
	c) Number of Advance Installment /Installment in Arrear	
	d) Manner of payment of Monthly Installment	Fixed/variable [structure details set out in hereto]
	e) Date of commencement of the Monthly Installment:	
	f) Due date of payment of first Monthly Installment:	
vi)	Mode of Repayment: SI / NACH Mandate / PDC / NPDC i) Account No. ii) Name and Address of the branch of the Bank where the aforesaid Account is held	
Late Payment Penal Interest : 2% per month		
Periodicity of Interest Compounding: _____ rests		
Cheque return Charges: Rs. 500/- per cheque return		
Cheque swapping charges Rs. 500/- per transaction		
Loan Cancellation/Re-booking charges Rs. 1000/-.		
Statement Charges Rs. 500/-.		
Duplicate Repayment Schedule Charges Rs. 500/-.		
Duplicate No Dues Certificates/NOC charges Rs. 500/-		
Foreclosure Charges	5% of Principal Outstanding Plus GST	
Part PrePayment Charges	5% of Principal Outstanding Plus GST	
Service Charge/Processing Fee:		
GST:		
Stamp Duty - As applicable according to State Stamp Law.		
Issuance of Credit Report Rs. 50/-		

Co-Borrower-I

**D] Description of Vehicle**

S. No.	Particulars	Details
i)	Cost of vehicle / Valuation amount	
ii)	Make and Year of manufacture:	
iii)	Type of CV/CE / Model No.	
iv)	Registration/Serial No:	
v)	Age of the Commercial Vehicle	
vi)	Engine No.	
vii)	Chassis No:	
viii)	Address where the Commercial Vehicle is already kept/fixed/located OR is to be normally kept/fixed/located	
ix)	Name of Seller/Dealer/DSA	
x)	Insurance Value (IDV Value)	

1. Borrower

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

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

Co-Borrower-II

Co-Borrower-I

1. Borrower

**Note:** The facility and applicable interest shall be payable/repayable by the applicants(s) to AXIS BANK LTD. as per the aforementioned schedule notwithstanding the date(s) of disbursement by AXIS BANK LTD. to the person(s) as mentioned above.

I / We Confirm having read and understood the text contained in page no. 13 and 14 this agreement.

1. Borrower

Co-Borrower-I

Co-Borrower-II



**IRREVOCABLE POWER OF ATTORNEY**

**TO WHOMSOEVER IT MAY CONCERN** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ Son/daughter/wife of  
\_\_\_\_\_ residing at \_\_\_\_\_  
\_\_\_\_\_ (hereinafter called “**the Borrower**” which expression shall include his/her  
heirs, executors, administrators, legal representatives and permitted assigns)

OR

M/s. \_\_\_\_\_ a company incorporated Under the  
Companies Act 1956, and having its Registered Office at \_\_\_\_\_  
\_\_\_\_\_ (hereinafter called “**the Borrower**” which expression shall include its  
successors and permitted assigns)

OR

M/s. \_\_\_\_\_ a partnership firm having  
its principal place of business at \_\_\_\_\_  
\_\_\_\_\_ and constituted by and between Mr/Mrs/Ms. \_\_\_\_\_  
\_\_\_\_\_ (hereinafter called “**the Borrower**” which expression shall be deemed to  
mean and include each partner’s/heirs, executors, administrators, legal representatives is a company its successors  
and permitted assigns):

WHEREAS:

1. AXIS Bank Ltd, (hereinafter referred to as “**the Bank**” having one of its branches at  
\_\_\_\_\_ (hereinafter referred to as “**the Lending Office**” at the request of the Borrower and  
the Guarantor(s) as specified in an Agreement-cum-Guarantee, dated \_\_\_\_\_, (“**the Agreement**”)  
has granted/agreed to grant a sum of Rs. \_\_\_\_\_ /- (R\_\_\_\_\_ ) as Loan to  
the Borrower for acquiring \_\_\_\_\_ Asset more particularly described in the Schedule  
hereunder written (“**the said Asset**”)
2. Pursuant to the terms and conditions of the Agreement, the Borrower has agreed to hypothecate to and charge in  
favour of the Bank by way of first and exclusive charge the said Asset more particularly described hereunder.
3. In consideration of the Bank sanctioning the loan as per the terms and conditions of the Agreement, and to  
further assure and enable the Bank to carry out the terms and conditions of the Agreement thereof I/We do  
hereby execute an irrevocable power of Attorney in favour of the Bank to do the following acts and on  
behalf of me/us, the Borrower.

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

1. To execute and complete in favour of the Bank or its nominee any documents which the Bank may require for  
perfecting its title to or for vesting the said Asset in the Bank or its nominee or any purchaser thereof.

Guarantor

Co-Borrower-2

Co-Borrower-1

1. Borrower

2. To disburse the loan amount for purchase of the said Asset directly to the dealer/seller and obtain a receipt for such payment from the dealer/seller.
3. To take inspection directly or to engage any Advocate, Chartered Accountant or registered Trade practitioner for taking inspection of my/our Income tax return/s and assessment proceedings, Appeal proceedings etc. relating to the current and previous Assessment years. This authority is being given to the Bank to enable the Bank to verify the veracity of various representations made by me/us the undersigned, for seeking loan from the Bank.
4. To appear before office of Registration Authority Regional Transport Officer Sales Tax Officer, Registrar of Companies and other authorities through Advocates or any such authorised person deemed necessary by the Bank to effect endorsement of hypothecation in the registration certificate and transfer the Asset when necessary.
5. To obtain, receive, demand or collect my forms, certificates, registration books, booking order, insurance policies or other documents from any Registering Authority manufacturers of the said Asset and/or Its dealers.
6. To take possession of the said Asset in case of default and for that purpose enter the premises where the said Asset is parked, as per terms of the Agreement.
7. To transfer, sell or dispose of the said Asset and to sign and execute all or any forms, declarations or instruments as may be necessary or expedient for giving effect to the delivery of the said Asset to the purchaser thereof.
8. To appoint or engage any broker, dealer or auctioneer for effecting any such transfer, sale or disposition of the said Asset.
9. To sign, execute necessary forms, documents or to give notice to the appropriate Registering Authority for effecting transfer of the said Asset in favour of the purchaser.
10. To receive the consideration of the sale, transfer disposition or dealing of said Asset and issue proper receipt or receipts to give a valid and effectual discharge for such consideration.
11. To take delivery, actual possession or custody of the said Asset as and when demanded by the Bank. To appoint or engage any broker or other agent for taking possession or effecting delivery of the said Asset.
12. To sign and delivery or otherwise perfect the hypothecation created or to be created on the said Asset and to do all such acts, deeds and things as may be required for exercise of or any of the powers hereby conferred.
13. To sign and delivery the necessary forms that may be required to be filed or necessary with the Registering Authority or other authorities under the Motor Vehicles Act or any other law for the time being in force to record the charge of hypothecation on the said Asset, created or to be created in favour of the Bank.
14. To pay any fees, charges, penalties, imposts, premiums, taxes or other impositions to any Registering Authority, insurance companies or other authorities for the said Asset.
15. To act as a facilitator and make the premium payment to any insurance company and/or insure, renew such insurance at my/costs, charges and expenses which shall be reimbursed by me/us to the Bank.

I / We Confirm having read and understood the text contained in page no. 15 and 16 this agreement.

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

\_\_\_\_\_  
Co-Borrower-1

\_\_\_\_\_  
Co-Borrower-2

\_\_\_\_\_  
Guarantor

16. To obtain, receive, demand or collect any forms, certificates, registration books, looking order, insurance policies or other document from any Registering Authority, manufacturers of the said Asset or its dealers/sellers.
17. To cancel, annul or rescind booking of one or more of the said Asset and to get refund of any such booking amount from the manufacturer or its dealer by issuing receipts as valid and effectual discharge for such refund.
18. To fill and complete any cheque that may be lying now or hereafter with the Bank duly signed by me, or on our behalf with such amount, date and/or name of the payee that may be deemed fit by the Bank.
19. To get requisite information from my employer as may be expedient to ascertain material particulars.
20. In case of default by me/us of the terms and conditions of the Agreement, to transfer, sell, give on hire, dispose of, give delivery of and otherwise howsoever deal with the said Asset and to sign and execute all agreements, contracts, declaration forms, instruments and other writings whatsoever as may be necessary or expedient in that behalf.
21. To give notice, if required to the appropriate Registering Authority and/or such other authority in law, for the registration of the said Asset upon the sale, transfer, disposal, delivery thereof.
22. To delegate all, any or more than one of the powers, authorities and liberties herein vested and to appoint to any substitutes to any one more purpose or purposes as the Bank shall from time to time desire in that behalf.
23. For the better doing, performing and executing all the matters and things aforesaid, I/We hereby further grant unto the said Bank full power and authority to substitute and appoint in its place and stead on such terms as it may think fit one or more attorney/s to exercise for me/us as my/our attorney/s any or all powers and authorities hereby conferred, to revoke any such appointments and to substitute or appoint any other person/s in place of such attorney/s as the Bank may from time to time think fit.

And generally to do, perform and execute, all acts, deeds, matters and things relating to or concerning or touching these presents as fully and effectually as if I/We were personally and had been done, performed or executed the same myself/ourselves.

This authority shall be binding upon me/us, the under signed my/our legal successors prior and post to the grant of the loan and shall be irrevocable during the tenure of the loan and until all sums due and owing by me/us has been paid to the Bank.

And I/We hereby agree to ratify and confirm all and whatsoever the Bank shall do or cause to be done in or about the premises by virtue of these presents.

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

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

\_\_\_\_\_  
**1. Borrower**

\_\_\_\_\_  
**Co-Borrower-1**

\_\_\_\_\_  
**Co-Borrower-2**

\_\_\_\_\_  
**Guarantor**

**SCHEDULE**  
**(Description of Asset)**  
**(Model) (Year)**  
**(Particulars of the Asset)**

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

SIGNED AND DELIVERED by the said above named Borrower



Date \_\_\_\_\_

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

(Signature of Borrower)

In case of partnership firms, Trust / Societies authorised partner to sign.

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

In case of companies, common seal to be affixed in accordance with the Articles.)

In the presence of WITNESSES:

Name	Address	Signature
1. _____	_____	_____
	_____	
	_____	
2. _____	_____	_____
	_____	
	_____	
3. _____	_____	_____
	_____	
	_____	

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

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

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

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

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

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


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

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

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

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

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

 \*Affix Common Seal of the Company wherever required



To be stamped as a Guarantee

CCD-17

### **DEED OF GUARANTEE**

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

#### **IN FAVOUR OF**

AXIS Bank Ltd., a company incorporated under the Companies Act, 1956 and having its registered Office at Trishul, 3rd floor, opposite Samartheshwar Temple, Law Garden, Ellisbridge, Ahmedabad- 380 006. and among other places a branch at \_\_\_\_\_ (hereinafter referred to as the “Bank” which expression shall, unless it be repugnant to the subject or context thereof, include its successors and assigns)

#### **WHEREAS**

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

d) The Guarantor, at the request of the Borrower and in consideration of the Bank having extended/agreed to extend/continue to extend the said credit facility to the Borrower on the representation of the Borrower, have agreed to execute this Guarantee in favour of the Bank on the terms and in the manner hereinafter appearing.

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

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

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

Credit Facility (Rs.)	Rate of Interest

4. The Guarantor shall also indemnify and keep the Bank indemnified against all losses, damages, costs, claims and expenses whatsoever which the Bank may suffer, pay or incur by reason of or in connection with any such default on the part of the Borrower including legal proceedings taken against the Borrower and/or the Guarantor for recovery of the monies due under the Facility Documentation.
5. The Guarantor agrees that without the concurrence of the Guarantor, the Bank shall be at liberty to vary, alter or modify the terms and conditions of the Facility Documentation and of the security documents executed by the Borrower in favour of the Bank and in particular to defer, postpone or revise the repayment of the Credit Facility and/or payment of interest and other monies payable by the Borrower to the Bank on the Such terms and/or payment of interest and other monies payable by the Borrower to the

I / We Confirm having read and understood the text contained in page no. 23 and 24 this agreement.

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

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



Bank on the such terms and conditions as may be considered necessary by the Bank including any increase in the rate of interest. The Bank shall also be at liberty to absolutely dispense with or release all or any of the security/securities furnished or required to be furnished by the Borrower to the Bank to secure the said Credit Facility. The Guarantor agrees that the liability under this Guarantee shall in no manner be affected by any such variations alterations, modifications, waiver, dispensation with or release of security, and that no further consent of the Guarantor is required for giving effect to any such variation, alterations, modifications, waiver, dispensation with or release of security, and that no further consent of the Guarantor is required for giving effect to any such variation, alteration, modification, waiver, dispensation with or release of security.

6. The Bank shall have full liberty, without notice to the Guarantor and without in any way affecting this Guarantee, to exercise at any time and in any manner any power or powers reserved to the Bank under the Facility Documentation to enforce or forbear to enforce payment of the Credit Facility or any part thereof or interest or other monies due to the Bank from the Borrower or any of the remedies or securities available to the Bank, to enter into any composition or compound with or to grant time or any other indulgence or facility to the Borrower AND the Guarantor shall not be released by the exercise by the Bank of their liberty In regard to the matters referred to above or by any act or omission on the part of the Bank or by any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of so releasing the Guarantor AND the Guarantor waives in favour of the Bank so far as may be necessary to give effect to any of the provisions of this Guarantee, all the suretyship and other rights which the Guarantor might otherwise be entitled to enforce.
7. This Guarantee shall be enforceable against the Guarantor jointly and severally notwithstanding that any security or securities comprised in any instrument(s) executed or to be executed by the Borrower in favour of the Bank shall, at the time when the proceedings are taken against the Guarantor under the Guarantee be outstanding or unrealised or lost.
8. The Guarantor agrees and gives consent to the sale, mortgage on prior, pari-passu or first charge basis, release etc., of any of the assets by the Borrower from time to time as may be approved by the Bank or the transfer of any of the assets of the Borrower from one unit to the other or to the release or lease out by the Bank any or whole of the assets charged to the Bank on such terms and conditions as the Bank may deem fit and this may be treated as a standing and continuing consent for each and every individual act of transfer, mortgage, release or lease of any of the assets of the Borrower. The Guarantor declares and agrees that no separate consent for each such transfer, mortgage, release or lease of any of such assets would be necessary in future.
9. The Guarantor agrees and declares that the Borrower will be free to avail of further loan or other facilities from the Bank or any other financial institution or Bank In addition to the Credit facility and/or to secure the same during the subsistence of this Guarantee and in that event the Guarantee herein contained will not be affected or vitiated in any manner whatsoever but will remain in full force and effect and binding on the Guarantor.
10. The rights of the Bank against the Guarantor shall remain in full force and effect notwithstanding any arrangement which may be reached between the Bank and the other Guarantors/Borrower from liability and notwithstanding that any time hereafter the other Guarantor may cease for any reason whatsoever to be liable to the Bank, the Bank shall be at liberty to require the performance by the Guarantor of their obligations hereunder to the same extent in all respects as if the Guarantor had at all times been solely liable to perform the said obligations.
11. To give effect to this Guarantee, the Bank may act as though the Guarantor were the principal Borrower to the Bank for all payments guaranteed by him as aforesaid to the Bank.

12. The Guarantor declares and agrees that they have not received and shall not, without the prior consent in writing of the Bank receive any security or commission from the Borrower for giving this Guarantee so long as any monies remain due and payable by the Borrower to the Bank under the Facility Documentation.
13. The Guarantor agrees and confirms that the Bank shall be entitled to adjust appropriate or set-off all monies held by the Bank to the credit of or for the benefit of the Guarantor on any account or otherwise howsoever towards the discharge and satisfaction of the liability of the Guarantor under these presents.
14. The Guarantor shall not in the event of the insolvency of the Borrower prove in competition with the Bank in the insolvency proceedings.
15. A certificate in writing signed by a duly authorised official of the Bank shall be conclusive evidence against the Guarantor of the amount for the time being due to the Bank from the Borrower in any action or proceeding brought under this Guarantee against the Guarantor.
16. This Guarantee shall not be Wholly or partially satisfied or exhausted by any payments made to or settled with the Bank by the Borrower and shall be valid and binding on the Guarantor and operative until repayment in full of all monies due to the Bank under the Facility Documentation and the Bank issues a certificate in this regard.
17. This Guarantee shall be irrevocable and the obligations of the Guarantor hereunder shall not be conditional on the receipt of any prior notice by the Guarantor or by the Borrower and the demand or notice by the Bank as provided in this Guarantee hereof shall be sufficient notice to or demand on the Guarantor.
18. The liability of the Guarantor under this Guarantee shall not be affected by:-
  - (i) any charge in the status of the Borrower by reason if he being declared insolvent; or
  - (ii) any change in the constitution of the Bank/Guarantor.
19. This Guarantee shall be a continuing one and shall remain in full force and effect till such time the Borrower repays in full the said Credit Facility together with all interest, premium on prepayment or on redemption, costs, expenses and other monies that may from time to time become due and payable and remain unpaid to the Bank under the Facility Documentation.
20. The liability of the Guarantor hereunder shall be to the extent of Rs. \_\_\_\_\_ plus all interest, premium on prepayment or on redemption, costs, expenses and other monies payable by the Borrower to the Bank under the Facility Documentation or any other letter or deed. Should there be any excess drawings of the said Credit Facility by the Borrower over and above the initial limit sanctioned to the Borrower, for any reason whatsoever, the Guarantor shall be liable for the entire amount outstanding and the Guarantor expressly waive notice of such excess drawal.

I / We Confirm having read and understood the text contained in page no. 25 and 26 this agreement.	
_____ <b>Guarantor-I</b>	_____ <b>Guarantor-II</b>

21. Any demand for payment or notice under this Guarantee shall be sufficiently given if sent by post to or left at the last known address of the Guarantor or their heirs or executors or administrators as the case may be, and such demand or notice so made or given, and shall be assumed to have reached the addresses in the case of post, if given by post, and no period of limitation shall commence to run in favour of the Guarantor until after demand for payment in writing shall have been made or given as aforesaid and in proving such notice when sent by post it shall be sufficiently proved that the envelope containing the notice was posted and a certificate by any of the responsible officer of the Bank that to the best of his knowledge and belief, the envelope containing the said

notice was so posted, shall be conclusive as against the Guarantor, even though it was returned unserved on account of refusal of the Guarantor or otherwise.

22. The liability of the Guarantor hereunder shall not be affected by any dispute between the Borrower and the Bank raised or pending before the Court, Tribunal or Arbitrators) and the Guarantor shall remain liable under these presents notwithstanding any orders passed therein.

23. The Guarantor shall not be entitled to the right conferred on sureties notwithstanding anything contained in sections 133, 134, 135, 139 and 141 of the Indian Contract Act, 1872.

24. The Guarantor agrees and declares that the rights and powers conferred on the Bank by these presents may be exercised against him/her/them jointly and/or severally at the discretion of the Bank.

25. The Guarantor shall not be discharged at any time till such time the Bank issues its discharge in writing.

26. For the purpose of this Deed, unless the context otherwise requires, singular shall include plural.

27. Assignment and Transfer

The Bank shall have a right to sell or transfer (by way of assignment, securitisation or otherwise) whole or part of the Credit Facility and outstanding amounts under the Credit Facility or any other rights and obligations of the Bank under this Deed or any other document pursuant hereto to any person/entity in a manner or under or under such terms and conditions as the Bank may decide in its sole discretion without reference to or intimation to the Guarantor.

The Guarantor expressly agrees, in the event of sale or transfer as aforesaid, to accept such person to whom the Credit Facility is sold or transferred as his lender and make the repayment of the Credit Facility to such person as may be directed by the Bank.

The Guarantor shall not be entitled to directly or indirectly assign his rights or obligations under this Deed in part or in whole to any person.

28. The Guarantor agrees that any admission or acknowledgment in writing by the Borrower of the amount of indebtedness of the Borrower or otherwise as in relation to the subject matter of the guarantee, shall be binding on the Borrower or otherwise as in relation to the subject matter of the guarantee, shall be binding on the Guarantor and the Guarantor accepts the correctness of any statement of account served on the

Borrower which is duly certified by the Bank and the same shall be binding and conclusive as against the Guarantor and the Guarantor further agrees that in making an acknowledgment or making a payment the Borrower shall be treated as the authorized agent of the Guarantor for the purpose of Indian Limitation Act, 1963.

29. The Guarantor agrees that the Bank shall not be bound to enquire into the powers of the Borrower and the Bank has powers against the Guarantor notwithstanding any security given or being given to the Bank may be void or defective.
30. Interest on the Credit Facility shall be computed and debited to the Loan Account taking the basis of 365 days a year.
31. Arbitration: All disputes or differences between the Parties hereto shall be resolved through mutual discussions. In case the Parties fail to resolve any dispute through mutual discussion, the same shall be referred to a single Arbitrator to be mutually appointed by the Parties hereto. Arbitration proceedings shall be conducted in accordance with the provisions of the Arbitration & Conciliation Act, 1996 and the rules made there under. The venue of Arbitration shall be at Mumbai, Maharashtra and the proceedings shall be conducted in English.  
The Guarantor hereby agree as a pre-condition of the grant of said credit facility/ies to the Borrower by the Bank, that in case the Borrower commits default in the repayment of the credit facility/ies or in the repayment of interest thereon or any of the agreed installment of the credit facility/ies on due date/s and on the Guarantor's refusal to comply with the demand from the Bank under this guarantee, pursuant to such default of the Borrower, the Bank or Reserve Bank of India will have an unqualified right to declare, disclose and/or publish the name or the names of the Guarantor and its directors/partners as willful defaulter in such manner and through such medium as the Bank or Reserve Bank of India in their absolute discretion may think fit.
32. The Guarantor hereby agrees that, the Guarantor is liable to be treated as a Wilful defaulter in terms of the applicable RBI guidelines, in the event, the Lender/Bank makes a claim on the guarantor on account of the default made by the principal debtor, and the Guarantor refuses to comply with the demand made by the Lender / Bank, despite having sufficient means to make payment of the dues.

#### **CIBIL disclosure clause**

The Guarantor understands that as a pre condition, relating to grant of the loans / advances / other non fund based Credit Facility to the Borrower and furnishing of guarantee in relation thereto, the

Bank requires consent of the guarantor of the Credit Facility granted/to be granted by the Bank for the disclosure by the Bank of information relating to the Guarantor, obligations as assumed by the guarantor/s in relation to the Credit Facility availed by the Borrower and default, if any committed in discharge thereof.

Accordingly, the Guarantor agrees and gives consent for the disclosure by the Bank of all or any such:

1. information and data relating to Guarantor.
2. the Information or data relating to Guarantor's obligations in any credit facility granted/to be granted by the Bank and guaranteed by the Guarantor and
3. default, if any committed by the Guarantor in discharge of Guarantor's obligation as the Bank may deem appropriate and necessary to disclose and furnish to Credit Information Bureau (India) Ltd. and any other agency authorized in this behalf by RBI.

The Guarantor declares that the information and data furnished by the Guarantor to the Bank are true and correct.

The Guarantor undertakes that -

1. The Credit Information Bureau (India) Ltd. and any other agency so authorized may use, process the said information and date disclosed by the Bank in the manner as deemed fit by them and
2. The Credit Information Bureau (India) Ltd. and other agency so authorized may furnish for consideration, the processed information and data or products thereof prepared by them, to Banks/Financial Institutions and other credit grantors or registered users, as may be specified by the Reserve Bank of India in this behalf.

I / We Confirm having read and understood the text contained in page no. 27 and 28 this agreement.

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

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

**SCHEDULE TO THE DEED OF GUARANTEE**

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



**DEMAND PROMISSORY NOTE**

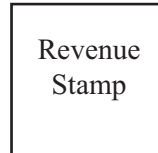
CCD-1(B)

Rs. \_\_\_\_\_

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

Place.....

Date .....



Borrower

**CCD - 1 (C)**

**JOINT & SEVERAL DEMAND PROMISSORY NOTE**

Rs. \_\_\_\_\_

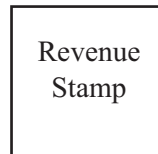
On Demand We

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

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

Place.....

Date .....



Borrower



1. Borrower

Co-Borrower-I

Co-Borrower-II





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

**CCD- 2**

**Axis Bank Ltd.**

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Dear Sir,

Please take delivery of the accompanying Demand Promissory Note dated \_\_\_\_\_ for **Rs.** \_\_\_\_\_  
**(Rupees** \_\_\_\_\_ **Only)** made by me/us in favour of  
AXIS Bank Ltd.

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

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

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

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

\_\_\_\_\_  
**Borrower**





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

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

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



Signature \_\_\_\_\_

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

Signature \_\_\_\_\_

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

Signature \_\_\_\_\_

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

Signature \_\_\_\_\_

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



Axis Bank Ltd.  
Authorised Signatory

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

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

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

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

Signature \_\_\_\_\_

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

Signature \_\_\_\_\_

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

Signature \_\_\_\_\_

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

Signature \_\_\_\_\_

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



\_\_\_\_\_  
Axis Bank Ltd.  
Authorised Signatory

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

The Manager

Axis Bank Ltd. Branch \_\_\_\_\_

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

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

1. Please credit the Dealer Account

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

OR

2. Please issue a (Tick one) Managers Cheque or DD payable at \_\_\_\_\_ Favouring  
(Dealer Name) \_\_\_\_\_

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

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

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

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

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

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

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

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

Yours Sincerely,\

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

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

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

**INSURANCE UNDERTAKING**

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

The Manager  
Axis Bank Ltd.

Dear Sirs,

SUBJECT : INSURANCE UNDER TAKING FOR VEHICLE(S)/e Equipment(s) on Loan

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

Yours truly,

Mr./Ms./M/s. _____ (Name)	(Borrower)	Signature _____
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Mr./Ms./M/s. _____ (Name)	(Co-Borrower-1)	Signature _____
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Mr./Ms./M/s. _____ (Name)	(Co-Borrower-2)	Signature _____
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**RELINQUISHMENT OF ALL CLAIMS**

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

To,  
Axis Bank Ltd.

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

SUB: RELINQUISHMENT OF ALL CLAIMS

Sir,

We hereby unconditionally declare that pursuant to the termination of our loan agreement No. \_\_\_\_\_

Dated \_\_\_\_\_ with you, we do not have claim of any nature whatsoever on amount paid by us towards Loan Installment Service charges, bank charges, security depositor interest accrued there on or any monies paid under the provisions of the agreement.

We, further undertake that all guarantees given by us and contained in the agreement shall survive this termination in so far they relate to events that occurred during the tenure of the agreement.

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

Signature \_\_\_\_\_

## SURRENDER LETTER

Date :

To,  
Axis Bank Ltd.

Dear Sirs,

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

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

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

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

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

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



**PDC COVERING LETTER**

Date:

Place:

Axis Bank Ltd,

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

Dear Sir,

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

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

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

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

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

I/We agree that the Post dated cheques are given towards instalments of the debt due and payable by me/us to the Bank in terms of Loan Agreement dated \_\_\_\_\_

In case of change of authorised signatory of the Borrower, we undertake to replace the cheques appropriately and in the event of non-replacement of the cheque before the due dates, we undertake to honour the post Dated Cheques.

To,  
Axis Bank Ltd.

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

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

Dear Sirs,

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

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

Yours Faithfully

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

Signature \_\_\_\_\_

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

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

Signature \_\_\_\_\_

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

Signature \_\_\_\_\_

Deal Originator

## SIGNATURE VERIFICATION

To,  
Axis Bank Ltd.

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

Dear Sirs,

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

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

Attested:

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

Year of Opening of account: \_\_\_\_\_

Bank's Name: \_\_\_\_\_

Bank's Address: \_\_\_\_\_

Stamp:

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

Date \_\_\_\_\_

**Annexure - 1**

**DECLARATION**

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

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

1. Mr/Mrs. \_\_\_\_\_ 2. Mr/Mrs. \_\_\_\_\_
3. Mr/Mrs. \_\_\_\_\_ in favour of AXIS Bank Ltd. for the credit facilities / pan of Rs. \_\_\_\_\_ have been read over and translate into \_\_\_\_\_ and explained to Mr./Mrs. \_\_\_\_\_
- the Borrowers/Co Borrower/ Guarantors and he/she/they having understood the contents thereof subscribed to the Agreement (dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_)

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

Adress : \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

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

Signature/Thumb Impression

of Customer : \_\_\_\_\_

**FORM NO. 60**

[See second proviso to rule 114B]

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

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

*Verification*

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

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

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

\_\_\_\_\_

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

Signature of the declarant

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

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



STANDING INSTRUCTION REQUEST

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

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

To:  
AXIS Bank Ltd.,

Ref: Execution of Standing Instruction

Dear Sir,

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

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

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

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

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

Thanking you,

Yours truly,

Signature and account number verified

Customer Name (accounts holder/s):

For Axis Bank Ltd  
Name: \_\_\_\_\_  
Employee Id: \_\_\_\_\_  
Employee Signature: \_\_\_\_\_

FORM NO. E – 5

Utility Code

Loan Account No.

Loan Applicant Name: \_\_\_\_\_

**ELECTRONIC CLEARING SERVICE (DEBIT CLEARING) MANDATE FORM**

(Please fill the form in Block letters)

**The Manager**

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

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

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

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

**Copy to the User Company**

Name : AXIS BANK LIMITED

Address : RTS, 10<sup>th</sup> Floor, C Wing,  
Solaris, Opp L & T Gate No. 6,  
SV Road, Powai, Mumbai 72

Telephone No : 022-40754110

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

A. Name of the Account Holder (As per Bank's records)	_____
	_____

B. Account Number (Operative a/c No.)	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____
--	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------

C. Account Type	<input type="checkbox"/> Savings A/c	<input type="checkbox"/> Current A/c	<input type="checkbox"/> Cash Credit	<input type="checkbox"/> Others: _____
-----------------	--------------------------------------	--------------------------------------	--------------------------------------	--

D. MICR – 9 digit MICR Code number of bank & branch	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____
--	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------

E. Ledger No/ Ledger Folio No.	_____
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Name of the Scheme (PRODUCT)	Date of effect		Periodicity (M/Bim/Qty/etc.)	Cycle Date	Amount of Installment	Number of Installments
	From	To				

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

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

\_\_\_\_\_  
Signature of Account Holder (s)

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

**(For office use only)**

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

\_\_\_\_\_  
(Bank Stamp)

\_\_\_\_\_  
(Signature of authorized bank official)

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

 Note: - 1. Mandate to be obtained in 3 Copies, Original for Bank, One for User Co and other for Customer

2. Please attach a blank cancelled cheque issued by your bank for verifying the accuracy of the MICR Code, Transaction Code, A/C No and Signature.





FORM NO. E – 5

Utility Code

Loan Account No.

Loan Applicant Name:

ELECTRONIC CLEARING SERVICE (DEBIT CLEARING) MANDATE FORM

(Please fill the form in Block letters)

The Manager

Bank Name:

Branch Name:

Address:

Telephone No:

Copy to the User Company
Name : AXIS BANK LIMITED
Address : RTS, 10th Floor, C Wing, Solaris, Opp L & T Gate No. 6, SV Road, Powai, Mumbai 72
Telephone No : 022-40754110

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

A. Name of the Account Holder (As per Bank's records)

B. Account Number (Operative a/c No.)

C. Account Type
Savings A/c Current A/c Cash Credit Others:

D. MICR – 9 digit MICR Code number of bank & branch

E. Ledger No/ Ledger Folio No.

Table with columns: Name of the Scheme (PRODUCT), Date of effect (From, To), Periodicity (M/Bim/Qty/etc.), Cycle Date, Amount of Installment, Number of Installments

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

Date: -

Signature of Account Holder (s)

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

(For office use only)

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

(Bank Stamp)

(Signature of authorized bank official)

Date:

Note: - 1. Mandate to be obtained in 3 Copies, Original for Bank, One for User Co and other for Customer

2. Please attach a blank cancelled cheque issued by your bank for verifying the accuracy of the MICR Code, Transaction Code, A/C No and Signature.



FORM NO. E – 5

Utility Code

Loan Account No.

Loan Applicant Name:

ELECTRONIC CLEARING SERVICE (DEBIT CLEARING) MANDATE FORM

(Please fill the form in Block letters)

The Manager

Bank Name:

Branch Name:

Address:

Telephone No:

Copy to the User Company
Name : AXIS BANK LIMITED
Address : RTS, 10th Floor, C Wing, Solaris, Opp L & T Gate No. 6, SV Road, Powai, Mumbai 72
Telephone No : 022-40754110

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

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Note: - 1. Mandate to be obtained in 3 Copies, Original for Bank, One for User Co and other for Customer

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