

Canara Vehicle Agreement

(NF 928)

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This agreement executed by

1. Shri / Smt. Mr SHANKAR , Pan Number/Aadhar Number EFIPP5687B/ XXXXXXXX6306 , Son of / daughter of /wife of RADHESHAYAM, aged 37 years, residing at MHOW,INDORE, MHOW, MADHYA PRADESH,463441.

hereinafter called the "Borrower"(which expression shall, wherever the context so requires or admits, be deemed to include his/her heirs, executors, administrators, successors in title, assigns, attorneys, partners from time to time, survivor/s of them and their successors in interest, successors and assigns) in favour of Canara Bank, a body corporate constituted under the Banking Companies Act (Acquisition and Transfer of Undertakings) Act, 1970, with its head office at 112, J C Road, Bangalore - 560 002 and having among others, a branch office/Retail Asset Hub at MHOW

(herein after called the "Bank" which term whenever the context so requires or admits shall be deemed to include their assigns, attorneys and successors in title).

Whereas the borrower is desirous of purchasing a vehicle under the CANARA VEHICLE 4 WHEELER , 4 Wheeler-NEW loan scheme and for the said purpose applied to the bank for a loan facility/credit facility / line of credit under the scheme and the bank has sanctioned the facility by way of term loan on conditions interalia that the borrowers shall secure repayment of the sums advanced by the bank including interest, Bank charges, costs, commission, etc., by hypothecation of the motor vehicle/s with all accessories, tools & spares etc.

Accordingly, these presents witnesseth as follows:

In consideration of the Bank sanctioning the said term loan facility to the Borrower, the Borrower hereby hypothecates in favour of the Bank all those Motor Vehicles, tools and accessories already purchased and described in Schedule A hereto as also the Motor Vehicles etc., to be purchased hereafter, particulars whereof will be furnished later and hereinafter referred to as "Hypothecated Vehicles" as security for repayment to the Bank of a sum of Rs. 400000 (Rupees FOUR LAKHS ONLY) together with interest, Bank charges, costs of recovery, commission etc., as herein stipulated.

1. The Borrower shall pay interest at 0.30 % (premium) above the Repo Linked Lending Rate (RLLR) per annum compounded monthly. The RLLR shall be subject to review and variation once in 3 months. The change in RLLR notified by the Bank on its website and notice board of the Bank/Branch shall be conclusive notice to the borrower in respect of such change of RLLR. The Borrower hereby specifically waives serving notice by the Bank for any variation in interest rate including enhancement from time to time as may be stipulated by the Head Office of the Bank. In the event Borrowers credit assessment under goes substantial change, the premium that is payable above the RLLR shall be subject to change / revision.
2. The borrower/s shall repay the entire loan amount in 48 instalments, which will start from succeeding month of disbursement.
3. The borrower hereby understands and agrees that instalment amount is subject to change with corresponding change in RLLR and premium as stated above and borrower shall pay such increased

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instalment on next due date.

4. The Borrower shall duly and punctually repay the amount advanced by the Bank on due date including interest, overdue/additional rate of interest, wherever applicable, and Bank Charge Commission, etc., and which is hereby secured as and when the same falls due for payment and in the event of Bank calling up the advance and demanding payment of the entire amounts due to it forthwith, he shall duly comply with such demand.

The borrower specially waives serving notice by the Bank for any variation in interest rate including enhancement from time to time as may be stipulated by the Head Office of the Bank. The change in RLLR (Or at such other rates as may be revised by the Bank from time to time) notified by the Bank on its web site and notice board of the Bank / Branch shall be conclusive notice to the borrower in respect of such change of RLLR (Or at such other rates as may be revised by the Bank from time to time).

The borrower hereby waives notice / information before compounding the overdue amount along with the principle balance outstanding. The borrower shall become liable to pay further interest from time to time and that the interest payable by the borrower shall be subject to change in the interest rates made by the Bank from time to time.

The borrowers here by specifically agrees that he/she /they is / are not entitled to any reduction in the rate of interest agreed by him / her / them at the time of sanction and also that he / she / they is / are bound to pay any upward revision in the said rate of interest stipulated at the time of sanction.

5. In the event of Borrower's default in payment of any one or more instalments or in regularising or in clearing the loan, as per terms agreed upon, the borrower shall be liable to pay penal interest at overdue rate of 2% per annum above the rate of interest charged on the advance from the date of such default till regularising or clearing the account in full as the case may be.

6. That the Borrower shall also pay the usual Bank charges, incidental charges, commission, etc., as may be debited to the Borrower's account, from time to time, in accordance with the usages and practices of the Bank.

The Borrowers hereby authorize the Bank to either debit his / their SB / Current Account No 127000317059 at any time with the amount of instalment, interest, charges, costs, expenses incurred as per the rules of the Bank without any further reference to him / them and undertake(s) to provide sufficient balance in his / their account or agrees to provide post-dated cheques / ECS (debit) mandate whenever demanded by the Bank in this regard.

7. That the Hypothecated Vehicles and its accessories shall be a continuing security for repayment of the ultimate balance due to the Bank (including interest, Bank charges, etc.,) even though the amount actually advanced by the Bank may have exceeded the sanctioned limit or the account may at some point of time be at credit by reason of the sums deposited by the Borrower or otherwise.

8. That the hypothecated Vehicles shall also be the security to the Bank for monies due to it in this account and/or any other account as if this hypothecation is created for repayment of those other monies also.

9. That the title to the hypothecated Vehicles vests in the Borrower absolutely and that the same is good, marketable and free of any encumbrance. He shall also do all such acts, deeds and things necessary for more perfectly assuring his title to the hypothecated Vehicles and/or for effectively implementing the terms of this agreement.

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That the Borrower will maintain at his cost the hypothecated vehicle/s in good order and condition and serviced timely, replacing worn out parts. The borrower will hold the same in trust for the Bank and be answerable to the Bank accordingly.

11. That the in the course of plying the vehicles, the borrower will not do any act or suffer any omission whereby the value of the hypothecated vehicles shall suffer or depreciate beyond the normal extent of wear and tear. The borrowers shall also take out and keep in force the driving licence required to be obtained in law from time to time for plying the hypothecated vehicles. The borrower agrees and undertakes to notify the bank in writing of any circumstances / matter affecting the value of hypothecated asset / vehicle within 10 days after occurrence of any such circumstances.

12. The Borrower shall adequately insure the hypothecated vehicles for the full market value including accessories fitted thereto subsequently, if any against risk of fire, war, riots, strike, civil commotion, accident risk, theft, comprehensive risks and also for such other purposes as may be prescribed by any law for the time being in force and keep the policy always current by duly and punctually paying the premium from time to time as may be required by the Bank and to assign the benefits in insurance policy thereof to the Bank. The Bank shall be entitled for all the benefits of all such policies. The Borrower hereby agrees and undertakes to do everything necessary to transfer and effectively vest in the Bank the benefits of all such policies.

The Bank is at liberty though not bound, to effect such insurance at the risk, responsibility and expenses of the Borrower with any Insurance Company only to the extent of the value of security as estimated by the Bank and that in the event of insuring the security, the Bank shall not be considered or deemed to be responsible or liable for non-admission or rejection of the claim wholly or in part, whether the claim is made by the Bank or by the Borrower. However, it may be noted that the Bank is not bound and the borrower agrees hereby not to hold the bank liable, if the bank has not effected such Insurance or fails to renew the Insurance Policy.

The Borrower further agrees to indemnify the Bank against loss by reason of damage to or destruction or loss of the hypothecated vehicles from any cause whatsoever by reason of claim by third party in respect of the same.

It is expressly undertaken by the Borrower that he shall himself/of his own accord take all steps like initiation of filing claims/furnishing necessary information to the Bank/Insurance Company without being informed of details of loss/ damage for any reason whatsoever.

In the event of rejection of claim either wholly or in part on account of loss/ damage to the security, the Borrower shall be liable to repay to the Bank the entire outstanding liability without requiring the Bank to proceed in the first instance against Insurance Company. In the event of non-settlement of claim, the Bank may at its absolute discretion take legal action against Insurance Company without being under any obligation to do so or require the Borrower himself to take such action, in which case the Borrower shall not be entitled to question the decision of the Bank. If the Bank does not lodge any claim under the policy within the time limit prescribed under such policy, the Bank shall not be liable to the borrower for not filing any claim or suit for recovery of the insured amount against the Insurance Company or any other person.

13. That the Borrowers, hereby, agrees and undertake to (a) purchase the hypothecated vehicle / assets and to register or re-register (in case of loans for preowned vehicles) the same immediately and in any case not later than 10 days and (b) produce / handover the copy of RC / RC Book / smart card /B register extract , Bills, vouchers, stamp receipt, insurance and other necessary documents / details to Bank within

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a fortnight (c) arrange for physical inspection of vehicle immediately after delivery and thereafter demand repayment or on year or at such other intervals required by the Bank (d) create charge with Registrar of Companies ROC(in the case of loans to limited Companies) within the stipulated period.

The Registration Certificate/ smart card or B Register extract issued in respect of the hypothecated vehicles shall contain requisite entry / lien regarding hypothecation of the vehicles in favour of the Bank.

The Borrower/s requests and authorize the Bank to credit the loan amount to his / their CA / SB Account No. 127000317059 or remit the same, together with margin, directly to the supplier at his/their risk and cost , if any by NEFT /RTGS /DD. The borrowers authorize the Bank to debit the amount to his / their SB / Current account towards margin as stipulated.

14. That the Borrower will not alienate or encumber or otherwise part with possession of the hypothecated vehicle/s without the previous written consent of the Bank.
15. That the Borrower shall duly and punctually pay all rents, rates and taxes and not lay the hypothecated vehicles open to any attachments, distress by Court, Tax or other public authority and see that these claims are duly satisfied and attachment/distress averted.
16. That the Borrower shall permit the Bank, its Officers, servants and nominees to inspect the Books of accounts, Hypothecated vehicles and its condition to satisfy themselves that the security is not impaired or diminished in any manner.
17. That the Borrower shall, in the event of the Bank exercising its right to seizure and sale of Hypothecated Vehicles under these presents, deliver up the Hypothecated Vehicles to the Bank and co-operate with the Bank in the matter of such seizure, removal of the Hypothecated Vehicles elsewhere and sale thereof.
18. That the Borrower shall furnish to the Bank periodically or as and when required by it, true statements of account showing the business, assets and liabilities as also particulars of the vehicles and satisfy the Bank as to the correctness thereof.
19. Further in the matter of making payment towards this debt or acknowledging this debt or any part thereof as and when called upon by the Bank to do so for the specific purpose of saving limitation the Borrowers authorize any one or more of them for the purpose of making payment to the loan giving acknowledgement of debt from time to time. Accordingly, the Borrowers declare that the payment or acknowledgement made or given by anyone or more of them shall be binding on all of them jointly and/or severally and that any payment and/or acknowledgement so made or given by one or more of them shall save limitation against all of them jointly and/or severally for the purpose of law of limitation.
20. So long as the account remains in force or uncleared, the Bank shall have the right to demand at its discretion that this Agreement shall be renewed for a like amount or for such other amount as the Bank may deem fit. The execution of any document/s in this connection shall not be deemed to create a new or a distinct debt but the account shall be deemed to be the same and continuous one till it is declared closed by the Bank and shall carry with it the benefit of the security afforded by this agreement as well as every other security pertaining thereto or available therefor.
21. That Borrower agrees that it is jointly and severally liable for repayment of liability in respect of the said vehicle and all terms and conditions of this agreement shall be binding on it jointly and severally
22. That the Bank shall be entitled:

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demand repayment of the amounts advanced by it and hereby secured, punctually on the due dates of payment or on demand, as the case may be;

b) to demand, at its option, repayment of the entire loan amount in a lump sum and forthwith in the event of the Borrower committing default to pay any one instalment of principal or interest on the due dates or committing any act or suffering any omission by which the security is impaired or likely to be impaired or in the event of the Borrower committing breach of any of the terms, conditions, covenants hereof or for any other reason considered by the Bank to be sufficient to call up the entire advance, and the Borrower shall comply with such demand.

c) the Borrower hereby undertakes that he shall use the amount only for the purpose for which it is sanctioned and shall not use the amount or any part thereof for any purpose other than for which it is sanctioned. Further, the Borrower agrees that if the Bank suspects or has reason to believe that the Borrower has violated or is violating the undertaking, the Bank may recall the loan amount or any part thereof at once, notwithstanding anything to the contrary contained in this agreement or any other agreement.

To initiate immediate action, both Civil and criminal, should there be a case of misuse, diversion of funds and non-registration, malfeasance, etc.

d) In the event of the Borrower failing or neglecting to comply with the demand and to pay the amounts due to the Bank as aforesaid, the Bank is entitled to enter upon the premises in which the Hypothecated Vehicle is kept or believed to be kept, seize and take possession thereof or otherwise cause it to be sold in public auction or by private Treaty for recovery of the amounts due to it. The net sale proceeds of the Hypothecated Vehicle after Defraying the expenses of seizure, storage, sale, etc., shall be appropriated by the Bank towards protanto satisfaction of the debt due to it as per these presents and any other debt owing by the Borrower to the Bank. The balance, if any, will be kept at the credit of the Borrower with the Bank and he shall be at liberty to draw the same. The account rendered by the Bank of the costs and expenses of seizure and sale shall be binding and conclusive upon the Borrower.

e) to recover the amounts due from the Borrowers personally or from any other security furnished by him or from his surety without having to take recourse against the Hypothecated Vehicles. In case the Bank proceeds against the Hypothecated Vehicle and the sale proceeds thereof are insufficient to satisfy the whole of the amounts due to the Bank, the Bank shall be entitled to recover such balance from the Borrower personally.

f) at liberty, to cancel the unavailed facilities/ limits at any time without prior notice and without assigning any reason. The borrower shall not be entitled to claim any amount from the bank, as compensations, damages or otherwise on exercising Banks discretion in this regard.

g) at its sole discretion, to assign / sell my /our debt assets to ARCs.

23. That the borrowers hereby agree/s that in case he/she/they pre-pay/s the loan/close the loan account or request for transfer of loan accounts to other banks/FIs before the loan repayment period stipulated at the time of sanction, he/ she/they shall be liable to pay a pre-payment penalty as notified by the Bank on its website , at the time of pre-payment or pre-closure by transfer to other banks/FIs."

24. It is expressly agreed and declared by the Borrower that in the event of the Borrower making a request to transfer the limits/outstanding liabilities to any other branch of the Bank for being availed and operated on the ground of convenience or for any other reason acceptable to the Bank and the Bank agrees to transfer the limits and/or grants further limits as per records and documents separately to be obtained for such further limits by the concerned branch/es, the security created

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and to be created by way of hypothecation, pledge and equitable mortgage, etc., as the case may be, in favour of the branch in which the account/s is/are maintained shall be available to the branch/es, of the Bank to which such limits stand transferred for the repayment of the amount now due and that may be due hereafter by the borrower or by the borrower jointly with other accounts and the documents/records already created shall continue to be enforceable against the borrower in all respects and for all purposes and intents the said documents/records shall be taken as if they are executed by the borrower in favour of the branch/cs to which such limits stand transferred.

25. I/We, understand that as a pre-condition, relating to grant of the loans/advances/other non-fund based credit facilities to me/us, the Canara Bank, requires my/our consent for the disclosure by the Bank of information and data relating to me/us, of the credit facility availed, of/to be availed by me/us, obligations assumed/to be assumed, by me/us, in relation and default, if any, committed by me/us, in discharge thereof.

Accordingly, i/we, hereby agree and give consent for the disclosure by the Canara Bank of all any such: (a) The Information or data relating to any credit facility availed of/to be availed, by me/us, and (b) default, if any, committed by me/us, in discharge of my/our such obligation.

I/We, declare that the information and data furnished by me/us to the Canara Bank are true and correct. I/We, undertake that; (a) the Credit Information Companies - CICs and any other agency so authorised may use, process the said information and data disclosed by the Bank in the manner as deemed fit by them; and (b) the Credit Information Companies - CICs and any other agency so authorised may furnish for consideration, the processed information and data or products thereof prepared by them, to banks/financial institutions and other credit granters or registered users, as may be specified by the Reserve Bank in this behalf.

Further, I/We hereby confirm that I/We shall not raise any dispute in whatsoever manner regarding information/details furnished/to be furnished to CICs/other authorities and same is binding on me/us.

Also " the Borrower hereby gives specific consent to the Bank / lender for disclosing / submitting the 'financial information' as defined in section 3(13) of the insolvency and bankruptcy code, 2016 ('Code' for brief) read with the relevant regulations / rules framed under the code, as amended and in force from time to time and as specified thereunder from time to time, in respect of the credit / financial facilities availed from the bank / lender , from time to time, to any 'information utility ('IU ' for brief) as defined in section 3 (21) of the code, in accordance with the relevant regulations framed under the code, and directions issued by Reserve Bank of India to the Banks from time to time and hereby specifically agree to promptly authenticate the 'financial information submitted by the Bank / lender, as and when requested by the concentrated 'IU ' .

26. "In order to monitor the usage of the funds borrowed under this agreement, I/We agree and authorise the Bank, access to my/our auditors.

As per the authorisation given by me/us to the Bank, the Bank can at its desire and requirement, at any point during the subsistence of this agreement call for from my/our auditors, directly or through me/us, any specific certification/ details regarding the usage of the funds borrowed under this agreement, so as to verify the end usage of the funds.

I/We agree to give suitable instruction to my/our auditors for complying the direction of the Bank for

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as the case may be, within a reasonable time stipulated by the Bank. In this connection I/We agree to furnish full details of my/our auditors to the Bank. If I/we change my/our auditors, then such changes shall be intimated to the Bank immediately.

26. That there is any undue delay in submitting the information by me/us or by my/our auditors or if my/our auditors/myself/ ourselves refuse to submit the required certificate/details called for or if it is subsequently found that there is some manipulation in the certificate/details given by me/us or by my/our auditors, then, I/We agree that the Bank has full discretion to recall the loan."

27. That the Borrower/s hereby undertakes he/they will not induct a person who is a Director on the Board of the borrower/s hereby declare that the contents of this agreement have been read by / read over /explained to him / them and he / they have understood the same and signify / ies his / their consent to abide by the same.

SCHEDULE 'A'
Description of the Hypothecated Vehicle

| Vehicle Type | Vehicle Brand/Make | Model Name & Mfg Year |
|---------------|--------------------|----------------------------------------|
| NEW-4 Wheeler | PATEL MOTORS | MARUTI WAGON R VXI CNG-Petrol & 202211 |

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