



Applicant

GENERAL DETAILS

Application no : 16984273	Lead id : 19018407	Branch name : DEHRADUN VF
Existing agreement no : NA	Asset type : NEW	Applicant : NEW
Product : TWO WHEELER	Type of case : NA	Usage : PERSONAL
Customer id : 27461917	Group id : G00000012729525	Preferred language : HINDI
Risk category (applicant) : LOW	Risk category (co-applicant) : NA	Risk category (guarantor) : NA

APPLICANT DETAILS

First name : ANKUL	Middle name : NA	Last name : AGARWAL
Date of birth : 06/10/2001	Age : 24	Marital status : SINGLE
Gender : MALE	Father / Spouse name : VINOD AGRAWAL	Mother name : NA
Proprietor name : NA	Education : UNDERGRADUATE	Occupation : NA
Constitution : INDIVIDUAL	GST : NA	CIN : NA
Business : NA	Industry type : NA	No. of years : 6
Property value : NA	Nature of property : OWN	Survey no : NA
Document no : NA	Revenue record details : NA	Agri income : NA
Annual income : 600000	Financial dependants : NA	Land in acres : NA
Landline number : NA	CKYC Status Verified: NO	Differently Abled Status: NO

APPLICANT DETAILS
ADDRESS DETAILS RESIDENCE

Address - Residence no : VILGE - JAMANPUR, DEHRADUN, NEAR BEEHIVE	Street name : COLLEGE ROAD, DEHRADUN, DEHRADUN, UTTARAKHAND	Locality : NA
City : CHAKRATA	Pincode : 248197	District : NA
State : UTTARAKHAND_N	Landmark : SHIV MANDIR	Distance (in kms) : 10
Email id : NA	Mobile no : 9761578329	Residence : OWN
Year of stay : 20	Alternate mobile no : NA	

ADDRESS DETAILS OFFICE

Address - Office no : NA	Street name : NA	Locality : NA
City : NA	Pincode : NA	District : NA
State : NA	Landmark : NA	Distance (in kms) : NA
Email id : NA	Mobile no : 9761578329	Residence : OWN
Year of stay : NA	Alternate mobile no : NA	

ADDRESS DETAILS PERMANENT

Address - Residence no : VILGE - JAMANPUR, DEHRADUN, NEAR BEEHIVE	Street name : COLLEGE ROAD, DEHRADUN, DEHRADUN, UTTARAKHAND	Locality : NA
City : CHAKRATA	Pincode : 248197	District : NA
State : UTTARAKHAND_N	Landmark : SHIV MANDIR	Distance (in kms) : 10
Email id : NA	Mobile no : 9761578329	Residence : OWN
Year of stay : 20	Alternate mobile no : NA	

KYC DOCUMENTS (APPLICANT)

PAN number : DYMPA5567B	Aadhar number : XXXXXXXX8624	Passport number : NA
Passport expiry date : NA	Voter id number : NA	Driving licence number : NA
Driving licence expiry date : NA	NREGA job card number : NA	Others : NA

REFERENCE DETAILS

Reference Name 1 : GEETA AGARWAL	Relation : FRIEND	Mobile no : 8909332352
Address : DEHRADUN DEHRADUN	Pincode : 248001	Agreement no : NA
Reference Name 2 : VINOD AGGARWAL	Relation : FRIEND	Mobile no : 9837822199
Address : DEHRADUN DEHRADUN	Pincode : 248001	Agreement no : NA

VEHICLE DETAILS AND LOAN TERMS

Product : TWO WHEELER	Product SubCategory : TWO WHEELER	TA / NTA : TA
Manufacturer : ROYAL ENFIELD	Make : CLASSIC 350	Variant : CLASSIC 350 DARK STEALTH BLACK
Year of manufacturer : 2026	Body / Attachment dealer name : NA	Body / Attachment dealer variant : NA
Dealer name : AAJFM7830R AHUJA ENTERPRISES	Dealer location : NA	Pincode : NA
Dealer contact no : NA	Dealer pan no : AAJFM7830R	

NEW ASSET DETAILS

Ex showroom cost : 212856	Discount : 0	Ex showroom net of discount : 212856
Body attachment cost : NA	RTO charges : NA	Insurance premium : NA
On road cost : 254000	Net asset cost : 254000	

LOAN DETAILS

Asset loan amount : 196000	Body/ Attachment/ Accessories :	Personal accident cover : 0
Health insurance : NA	Life insurance : 486	Motor insurance : 0
Other charges : 2960	Total loan amount : 196000	Margin money : 58000

LOAN TERMS

Tenure in months : 24	Repayable in instalment. Instalment pattern : MONTHLY	Moratorium in days : 0
LTV (%) : 77.17	Other charges funded : 0	Option to adjust interest accrued from the date of disbursement to the date of commencement of first instalment : CAPITALISE

REPAYMENT DETAILS

Repayment mode : ENACH	Bank name : AXIS BANK LTD	Branch : DEHRADUN
City : DEH	Account holder name : ANKUL AGARWAL	Account number : 920010073552101
Start cheque no : NA	End cheque no : NA	Instalment amount : 232056
MICR no : 248211251	IFSC code : UTIB0002528	Account type : SAVINGS
Repayment : PDC	Bank name : AXIS BANK LTD	Branch : DEHRADUN
City : DEH	Account holder name : ANKUL AGARWAL	Account number : 920010073552101
Start cheque no : 1	End cheque no : NA	Instalment amount : 232056
MICR no : 248211251	IFSC code : UTIB0002528	Account type : SAVINGS
Repayment : SPDC	Bank name : AXIS BANK LTD	Branch : DEHRADUN
City : DEH	Account holder name : ANKUL AGARWAL	Account number : 920010073552101
Start cheque no : 1	End cheque no : 1	Instalment amount : 232056
MICR no : 248211251	IFSC code : UTIB0002528	Account type : SAVINGS

PAYMENT DETAILS

Disbursement to payee 1 : NA	Disbursed amount : NA	Account number : NA
Bank name : NA	Payable at : NA	Payment : NA
Account type :	MICR no : NA	IFSC code : NA

CHARGES		
Margin money : 58000	Sourcing Fee : 800	Admin & Processing Fee : 1960
Statutory & regulatory fees - Stamp Duty : 200	EMI In advance : 0	Statutory & Regulatory Fees - ROC Charge : 0
Statutory & Regulatory Fees - NESL Charge : 0	Personal accident cover : 0	Hospital Cash Premium : 0
Critical Illness Premium : 0	Health insurance : 0	Life insurance : 486
Motor insurance : 0	Subvention : 0	Pre-closure amount : 0
Agreement number 1 : NA	Agreement number 2 : NA	Agreement number 3 : NA
Total deduction : 3446	Net disbursement : 192554	Marketing support : NA

PAYOUT

DEALER name : AAJFM7830R AHUJA ENTERPRISES	Code : 17642
BROKER name : SIDHARTH AHUJA	Code : 327512

MOTOR INSURANCE DETAILS

Funded / Non-funded : NA	Premium amount : NA	Insurance start date : NA
Insurance end date : NA	Less than 60 days : NA	60 days to 10 months NA
Premium amount NA	E policy / E cover note no : NA	

I/We request CIFCL to facilitate an insurance policy cover for the hypothecated asset/borrower/applicant if approved for financing by CIFCL : **Yes**

NAMES AND SIGNATURE

Applicant name : ANKUL AGARWAL	Co-Applciant name :	Guarantor name :
Executive name and id : RAHUL RAUTELA_CB44669 & CB44669	Date & place : 19/01/2026 & DEHRADUN VF	

CIFCL Terms and Conditions

I/We declare that all the particulars, information and documents furnished/to be furnished by us for availing loan are/will be genuine and correct in all respects to the best of my/our knowledge and belief and I/we undertake to inform you of any changes therein, immediately. In case any particulars and information furnished by me/us is/are found to be false or untrue or misleading or misrepresenting, I/we am/are aware that I/we may be held liable for it. I/We authorize Cholamandalam Investment and Finance Company Limited (CIFCL) & its associates to retain all the particulars, information and documents, verify or share any information for credit appraisals or any other purpose. I/we hereby declare that I/we am/are not making this application in contravention of any Act, Rules, Regulations or any statute or legislation or any notifications/directions issued by any governmental or statutory authority from time to time. I/We am/are well aware that the sanction/ rejection of my/our loan application is at the sole and absolute discretion of CIFCL.

I/We am/are aware that sourcing fee & applicable taxes are non-refundable, and no transaction has been made in cash. I/we are directly or indirectly not related to the Directors of CIFCL as contemplated under provision of the Companies Act, 2013 and are not Politically Exposed Person as per KYC guidelines of RBI.

In the event of any update to the KYC proof which was already submitted by me/us with you, I/We undertake to submit a self-attested copy of the updated KYC proof within 30 days of such update. Likewise, if there is any change to the details of beneficial ownership of applicant/co-applicant, the same will be updated immediately along with KYC proof of ultimate beneficial owner(s). I/We shall adhere to all norms of CIFCL in force from time to time and intimate the company upon any changes in the above status. I/We have/will not suppressed/suppress any information that might affect CIFCL's decision. I/We hereby authorize CIFCL to obtain credit report from any credit information companies to check my/our credit worthiness.

I/We, give my/our consent to download my/our KYC Records from the Central KYC Registry (CKYCR), only for the purpose of verification of my/our identity and address from the database of CKYCR. I/We understand that my/our KYC Record includes my/our personal information such as my/our name, address, date of birth, PAN number, etc. Further, I/We hereby consent to receive information from CKYCR through SMS/Email on the number/e-mail address provided to you.

I/we declare that I/we don't have any trade/business transactions/links with persons belonging to the jurisdictions identified and listed by the Financial Action Task Force, which is an inter-governmental body, in their public statement/s for deficiencies in Anti-Money Laundering and/or Combating of Financing of Terrorism.

I/We hereby permit you to send SMS/email/notifications and call me for communication relating to a) any transactional messages related to my loan account/s (Mandatory), b) non-transactional communications (optional), by ticking the box/es below:

- ☒ any commercial, marketing and promotional messages relating to the loans/services or such other related products
- ☒ any season greetings including birth / wedding day greetings

Note: Applicant can modify/revoke the consent granted for non-transactional communication by approaching CIFCL

Consent of Customer for submission of Aadhaar: I/We hereby voluntarily submit the copy of Aadhaar card/physical e-Aadhaar/ masked Aadhaar/offline electronic Aadhaar xml file as issued by UIDAI (Aadhaar) to CIFCL as my/our identity and address proof. I/We am/are also aware and informed that besides Aadhar any other documents also may be furnished as identity and address proof as per the options permitted by CIFCL. I/We provide my/our explicit consent to CIFCL to verify the Aadhar for granting the facility applied by me/us. CIFCL has explained to me/us that the identity and address available in the Aadhar may be shared by CIFCL for the purposed of such credit and field verification as may be deemed necessary by CIFCL in the course of their due diligence. If I/we submit the Aadhaar xml file as proof of address/identity, CIFCL may decrypt and store the same for records and for the purpose of decryption they may use the services of a third party. This consent shall be applicable only in the event of an applicant/ guarantor submitting Aadhaar as identity/address proof.

Note: The rate of interest will be different for different categories of borrowers based on individual credit and risk profiles, asset and the interest rate module disclosed on the CIFCL website (www.cholamandalam.com)

Key Facts Statement

Date : 19-01-2026

VALIDITY : 18-02-2026

Part 1 (Interest rate and fees/charges)

1	Loan proposal/ account No.	16984273	Type of Loan	Vehicle/Equipment/Asset Finance
2	Sanctioned Loan amount (in ₹)		196000	
3	Disbursal schedule (i) Disbursement in stages or 100% upfront (ii) If it is stage wise, mention the clause of loan agreement having relevant details		100% Upfront	
4	Loan term (year/months/days)			24 Months
5	Instalment details			
	Type of instalments	Number of EPIs	EPI (₹)	Commencement of repayment, post sanction ²
	monthly	24	9669	05-03-2026
6	Interest rate (%) and type (fixed or floating or hybrid)			16%pa/Fixed

7	Additional Information in case of Floating rate of interest							
	Reference Benchmark	Benchmark rate (%) (B)	Spread (%) (S)	Final rate (%) R = (B) + (S)	Reset periodicity (Months)		Impact of change in the reference benchmark (for 25 bps change in 'R', change in)	
					B	S	EPI(₹)	No.of EPIs
	NA	NA	NA	NA	NA	NA	NA	NA
8	Fee/ Charges (inclusive of tax)							
			Payable to the RE (A)		Payable to a third party through RE (B)			
			One-time/Recurring	Amount (in ₹) or Percentage (%) as applicable	One-time/Recurring	Amount (in ₹) or Percentage (%) as applicable		
(I)	STATUTORY & REGULATORY FEES - STAMP DUTY		One-Time	200				
(II)	SOURCING FEE		One-Time	Rs.800/- (Rs.677.97+ GST)				
(III)	ADMIN & PROCESSING FEE		One-Time	Rs.1960/- (Rs.1661.02+ GST)				
9	Annual Percentage Rate (APR) (%) ¹		18.01%					

10	Insurance Services opted by borrower	
(I)	Life Insurance Premium	₹ 486
	*APR is exclusive of Insurance Premium	
11	Details of Contingent Charges (in ₹ or %, as applicable)	
(I)	Penal charges, if any, in case of delayed payment	Any delay from the due date to date of actual payment will attract Penal charges at the rate of 30% per annum
(II)	Pre-closure Charges (Part payment/Full Closure)	a) From 7 to 12 months from the Agreement date, 5% of principal outstanding b) After 12 months from the Agreement date, 4% of principal outstanding
11.1	Post disbursement servicing charges	
(I)	Cheque & Mandate Bounce Charges	₹ 500 per bounce
(II)	Cheque & Mandate Swap Charges	₹ 1000/- Plus GST
(III)	Legal Charges	Actuals
(IV)	Recovery Charges	Actuals
(V)	Collection Effort Charges	₹ 200/- Plus GST
(VI)	NPDC Conversion Charges	₹ 1500/- Plus GST
(VII)	Document/Duplicate Document Charges - Duplicate NOC	₹ 500/- Plus GST
(VIII)	Document/Duplicate Document Charges - Physical copy of SOA	₹ 250/- Plus GST

Part 2 Other Qualitative Information

1	Clause of Loan agreement relating to engagement of recovery agents	<p>REPOSSESSION, TERMINATION AND COMPANY'S OTHER RIGHTS:</p> <p>C) Company's Right Under the Agreement:</p> <p>iii) Without prejudice to the rights of the Company to initiate any legal proceedings for recovery of the outstanding, the Borrower and the Guarantor expressly accept that the Company shall be entitled to appoint third parties as it may deem fit and such third parties can carry out all or any of its functions, rights and powers under this Agreement including the authority to collect dues from the Borrower, without any prior consent of the Borrower.</p>
2	Clause of Loan agreement which details grievance redressal mechanism	<p>GRIEVANCE REDRESSAL MECHANISM:</p> <p>The Company has laid out a detailed grievance redressal mechanism in line with the extant guidelines of RBI. The grievance redressal mechanism and contact details are available at https://cholamandalam.com/grievance-redressal.aspx. The Borrower may get his/her grievance/s redressed under the said grievance redressal mechanism.</p>
3	Phone number and email id of the nodal grievance redressal officer7	<p>Email ID: principalnodalofficer@chola.murugappa.com</p> <p>Phone no: 044 - 40906114</p>

4	Whether the loan is, or in future maybe, subject to transfer to other REs or securitisation (Yes/ No)	Yes		
5	In case of lending under collaborative lending arrangements (e.g., co-lending/ outsourcing), following additional details may be furnished:			
	Name of the originating RE, along with its funding proportion	Name of the partner RE along with its proportion of funding	Blended rate of interest	
	Not applicable	Not applicable	Not applicable	

1 – Does not include statutory levy such as stamp duty, and insurance premium deducted as a part of insurance schemes. APR is computed exclusive of GST.

2 – Please note that the commencement of repayment and due date provided hereinabove is tentative which may change on the basis of actual date and quantum of Loan disbursement and the revised due date and Repayment Schedule will be communicated to Borrower in writing and the same shall be considered as part of this Key Fact Statement.

Computation of APR - 16984273

Sr No	Parameter	Details
1	Sanctioned Loan amount (in ₹) (SI no. 2 of the KFS template – Part 1)	196000
2	Loan Term (in years/ months/ days) (SI No.4 of the KFS template – Part 1)	24 Months
a	No. of instalments for payment of principal, in case of non-equated periodic loans	NA
b	Type of EPI Amount of each EPI (in ₹) and nos. of EPIs (e.g., no. of EMIs in case of monthly instalments) (SI No. 5 of the KFS template – Part 1)	monthly 9669 24
c	No. of instalments for payment of capitalised interest, if any	0
d	Commencement of repayments, post sanction (SI No. 5 of the KFS template – Part 1) ²	05-03-2026
3	Interest rate type (fixed or floating or hybrid) (SI No. 6 of the KFS template – Part 1)	Fixed
4	Rate of Interest (SI No. 6 of the KFS template – Part 1)	16%pa
5	Total Interest Amount to be charged during the entire tenor of the loan as per the rate prevailing on sanction date (in ₹)	35960
6	Fee/ Charges payable (in ₹)	2960
A	Payable to the RE (SI No.8A of the KFS template-Part 1)	2960
B	Payable to third-party routed through RE (SI No.8B of the KFS template – Part 1)	0
7	Net payable amount (1-6) (in ₹) ³	193040
8	Total amount to be paid by the borrower (sum of 1 and 5) (in ₹)	231960
9	Annual Percentage rate- Effective annualized interest rate (in percentage) ¹⁰ (SI No.9 of the KFS template-Part 1) ¹	18.01%

10	Schedule of disbursement as per terms and conditions	100% Upfront. Repayment schedule attached
11	Due date of payment of instalment and interest ²	05-03-2026

1 – Does not include statutory levy such as stamp duty, and insurance premium deducted as a part of insurance schemes. APR is computed exclusive of GST.

2 – Please note that the commencement of repayment and due date provided hereinabove is tentative which may change on the basis of actual date and quantum of Loan disbursement and the revised due date and Repayment Schedule will be communicated to Borrower in writing and the same shall be considered as part of this Key Fact Statement.

3 – The actual amount disbursed will be subject to due date shifting, insurance services, and other dealer schemes such as marketing support and/or subventions.

Repayment Schedule

Instalment No.	Opening Principal (in ₹)	Principal (in ₹)	Interest (in ₹)	Instalment (in ₹)
1	196000	-1394	1394	0
2	197394	7034	2631	9665
3	190360	7127	2538	9665
4	183233	7222	2443	9665
5	176011	7319	2346	9665
6	168692	7416	2249	9665
7	161276	7515	2150	9665
8	153761	7615	2050	9665
9	146146	7717	1948	9665
10	138429	7820	1845	9665
11	130609	7924	1741	9665
12	122685	8030	1635	9665
13	114655	8137	1528	9665
14	106518	8245	1420	9665
15	98273	8355	1310	9665
16	89918	8466	1199	9665
17	81452	8579	1086	9665
18	72873	8694	971	9665
19	64179	8809	856	9665
20	55370	8927	738	9665
21	46443	9046	619	9665
22	37397	9166	499	9665
23	28231	9289	376	9665

24	18942	9412	253	9665
25	9530	9530	135	9665

- Please note that the Repayment Schedule provided hereinabove is tentative which may change on the basis of actual date and quantum of Loan disbursement and the revised Repayment Schedule will be communicated to Borrower in writing and the same shall be considered as part of this Key Fact Statement.
- The interest chargeable from the date of disbursement to the date of 1st Instalment will be added in instalment/s payable by the Borrower as shown in the Repayment Schedule.

Acceptance

I/We acknowledge that the contents of KFS is explained to me/us by the employee of Cholamandalam Investment and Finance Company Limited and I/We have fully understood the same.

प्रमुख तथ्यों का विवरण

दिनांक : 19 - 01 - 2026

वैधता : 18 - 02 - 2026

भाग 1 (ब्याज दर और शुल्क/प्रभार) HINDI

1	ऋण प्रस्ताव/ खाता संख्या.	16984273	ऋण का प्रकार	वाहन/उपकरण/संपत्ति वित्त
2	अनुमोदित ऋण राशि (रुपये में)	196000		
3	भुगतान अनुसूची (i) चरणबद्ध रूप से या 100% अग्रिम भुगतान। (ii) यदि यह चरणवार है, तो ऋण समझौते के खंड का उल्लेख करें जिसमें प्रासंगिक विवरण हैं	100% अग्रिम		
4	ऋण की अवधि (वर्ष/महीने/दिन)	24 महीने		
5	किश्त का विवरण			
	किश्तों का प्रकार	ईपीआई की संख्या	ईपीआई (₹)	पुनर्भुगतान की शुरुआत, अनुदान के बाद ²
	मासिक	24	9669	05 - 03 - 2026
6	ब्याज दर (%) और प्रकार (फिक्स्ड या फ्लोटिंग या हाइब्रिड)	16%pa/स्थिर		
7	फ्लोटिंग ब्याज दर के मामले में अतिरिक्त जानकारी			
	संदर्भ बेंचमार्क	बेंचमार्क दर (%) (B) (%) (B)	विस्तारिक(%) (S) (%) (S)	अंतिम दर (%) R = (B) + (S) (%) R = (B) + (S)
				रीसेट आवृत्ति (महीने)
				B S
				ईपीआई(₹)
				ईपीआई की संख्या
	NA	NA	NA	NA
	NA	NA	NA	NA

8	शुल्क (कर सहित)				
		RE (A) को देय		RE (B) के माध्यम से तीसरे पक्ष को देय	
		एकमुश्त/ आवर्ती	राशि (₹ में) या प्रतिशत (%) जैसा कि लागू हो	एकमुश्त /आवर्ती	राशि (₹ में) या प्रतिशत (%) जैसा कि लागू हो
(I)	STATUTORY & REGULATORY FEES - STAMP DUTY	एक बार	200		
(II)	स्रोत शुल्क	एक बार	₹.800/ - (₹.677.97+ जीएसटी)		
(III)	प्रशासन और प्रसंस्करण शुल्क	एक बार	₹.1960/ - (₹.1661.02+ जीएसटी)		
9	वार्षिक प्रतिशत दर (एपीआर) (%) ¹	18.01%			
10	उधारकर्ता द्वारा चुनी गई बीमा सेवाएं				
(I)	जीवन बीमा प्रीमियम	₹ 486			
	*एपीआर बीमा प्रीमियम को छोड़कर है				

11	आकस्मिक शुल्क का विवरण (₹ या प्रतिशत में, जैसा कि लागू हो)	
(I)	देरी से भुगतान पर, यदि कोई हो, दंड शुल्क	देय तिथि से वास्तविक भुगतान की तारीख तक की कोई देरी प्रति वर्ष 30% की दर से दंड शुल्क को आकर्षित करेगी।
(II)	प्री - क्लोजर शुल्क (आंशिक भुक्तान/पूर्ण समापन)	ए) समझौते की तारीख से 7 से 12 महीने तक, 5% या मूल बकाया बी) समझौते की तारीख से 12 महीने के बाद, मूल बकाया का 4%
11.1	वितरण के बाद सेवा शुल्क	
(I)	चेक और जनादेश बाउंस शुल्क	₹ 500 /बाउंस
(II)	चेक और जनादेश स्वेप शुल्क	₹ 1000/- Plus जीएसटी
(III)	कानूनी शुल्क	वास्तविक
(IV)	वसूली शुल्क	वास्तविक
(V)	संग्रह प्रयास शुल्क	₹ 200/- Plus जीएसटी
(VI)	NPDC Conversion Charges	₹ 1500/- Plus जीएसटी
(VII)	दस्तावेज/नकल दस्तावेज शुल्क - डुप्लिकेट NOC	₹ 500/- Plus जीएसटी
(VIII)	दस्तावेज/नकल दस्तावेज शुल्क - SOA की भौतिक प्रति	₹ 250/- Plus जीएसटी

भाग 2 (अन्य गुणात्मक जानकारी)

1	वसूली एजेंटों की नियुक्ति से संबंधित ऋण समझौते का खंड	पुनर्स्थापना, समाप्ति और कंपनी के अन्य अधिकार: C) समझौते के तहत कंपनी का अधिकार: iii) बकाया राशि की वसूली के लिए किसी भी कानूनी कार्यवाही शुरू करने के कंपनी के अधिकारों के बिना, उधारकर्ता और गारंटर स्पष्ट रूप से स्वीकार करते हैं कि कंपनी को तीसरे पक्ष को नियुक्त करने का अधिकार होगा जैसा कि वह उपयुक्त समझे और ऐसे तीसरे पक्ष इस समझौते के तहत अपने सभी या किसी भी कार्य, अधिकार और शक्तियों को निष्पादित कर सकते हैं, जिसमें उधारकर्ता से बकाया राशि वसूलने का अधिकार भी शामिल है, बिना उधारकर्ता की पूर्व सहमति के।		
2	ऋण समझौते का खंड जो शिकायत निवारण तंत्र का विवरण देता है	शिकायत निवारण प्रक्रिया: कंपनी ने RBI के मौजूदा दिशा-निर्देशों के अनुरूप विस्तृत शिकायत निवारण तंत्र तैयार किया है। शिकायत निवारण तंत्र और संपर्क विवरण https://cholamandalam.com/grievance-redressal.aspx पर उपलब्ध हैं। उधारकर्ता उक्त शिकायत निवारण तंत्र के तहत अपनी शिकायतों का निवारण करवा सकता है।		
3	नोडल शिकायत निवारण अधिकारी का फोन नंबर और ईमेल आईडी	ईमेल आईडी: principalnodalofficer@chola.murugappa.com फोन नंबर: 044 - 40906114		
4	क्या ऋण अन्य आरई या प्रतिभूतियों में स्थानांतरित करने के अधीन है, या भविष्य में हो सकता है (हाँ/नहीं)	हाँ		
5	सहयोगात्मक ऋण व्यवस्था के तहत ऋण देने के मामले में (जैसे, सह-ऋण/आउटसोर्सिंग), निम्नलिखित अतिरिक्त विवरण प्रदान किए जा सकते हैं: कोई कॉलिंग नहीं:			
	आरई का नाम और उसका वित्तपोषण अनुपात	मूल आरई का नाम, साथ ही उसका वित्तपोषण अनुपात		मिश्रित ब्याज दर
	लागू नहीं	लागू नहीं		लागू नहीं

1 - इसमें स्टाम्प ड्यूटी जैसे वैधानिक शुल्क और बीमा योजनाओं के भाग के रूप में बीमा प्रीमियम की कटौती शामिल नहीं है। एपीआर की गणना जीएसटी को छोड़कर की जाती है।

2 - कृपया ध्यान दें कि पुनर्भुगतान की शुरुआत और यहां ऊपर प्रदान की गई देय तिथि अस्थायी है, जो वास्तविक तिथि और ऋण संवितरण की मात्रा के आधार पर बदल सकती है और संशोधित देय तिथि और पुनर्भुगतान अनुसूची उधारकर्ता को लिखित रूप में सूचित किया जाएगा और उसी पर विचार किया जाएगा। इस मुख्य तथ्य वक्तव्य का हिस्सा।

APR की गणना - 16984273

क्रमांक	मापदंड	विवरण
1	स्वीकृत ऋण राशि (रुपये में) (केएफएस टेम्पलेट का क्रम संख्या 2 – भाग 1)	196000
2	ऋण अवधि (वर्ष/महीने/दिनों में) (केएफएस टेम्पलेट का क्रम संख्या 4 – भाग 1)	24 महिने
a	गैर-समतुल्य आवधिक ऋणों के मामले में मूलधन के भुगतान के लिए किस्तों की संख्या	NA
b	ईपीआई का प्रकार प्रत्येक ईपीआई की राशि (रुपये में) और ईपीआई की संख्या (उदाहरणार्थ, मासिक किस्तों के मामले में ईएमआई की संख्या) (केएफएस टेम्पलेट का क्रम संख्या 5 - भाग 1)	मासिक 9669 24
c	पूँजीकृत ब्याज के भुगतान के लिए किस्तों की संख्या, यदि कोई हो	0
d	स्वीकृति के बाद पुनर्भुगतान की शुरुआत (केएफएस टेम्पलेट की क्रम संख्या 5 – भाग 1) ²	05 - 03 - 2026
3	ब्याज दर का प्रकार (फिक्स्ड या फ्लोटिंग या हाइब्रिड) (केएफएस टेम्पलेट का क्रम संख्या 6 – भाग 1)	स्थिर
4	ब्याज दर (केएफएस टेम्पलेट की क्रम संख्या 6 – भाग 1)	16%pa
5	स्वीकृति तिथि पर प्रचलित दर के अनुसार ऋण की पूरी अवधि के दौरान ली जाने वाली कुल ब्याज राशि (रुपये में)	35960
6	देय शुल्क/प्रभार (रुपये में)	2960
A	आरई को देय (केएफएस टेम्पलेट-भाग 1 की क्रम संख्या 8ए)	2960
B	आरई के माध्यम से तीसरे पक्ष को देय (केएफएस टेम्पलेट की क्रम संख्या 8बी - भाग 1)	0
7	शुद्ध वितरित राशि (1-6) (रुपये में) ³	193040
8	उधारकर्ता द्वारा भुगतान की जाने वाली कुल राशि (1 और 5 का योग) (रुपये में)	231960

9	वार्षिक प्रतिशत दर- प्रभावी वार्षिक ब्याज दर (प्रतिशत में) (केएफएस टेम्पलेट का क्रम संख्या 9- भाग 1) ¹	18.01%
10	नियम एवं शर्तों के अनुसार संवितरण की अनुसूची	100% Upfront. Repayment schedule attached
11	किस्त और ब्याज के भुगतान की नियत तिथि ²	05 - 03 - 2026

1 - इसमें स्टाम्प ड्यूटी जैसे वैधानिक शुल्क और बीमा योजनाओं के भाग के रूप में बीमा प्रीमियम की कटौती शामिल नहीं है। एपीआर की गणना जीएसटी को छोड़कर की जाती है।

2 - कृपया ध्यान दें कि पुनर्भुगतान की शुरुआत और यहां ऊपर प्रदान की गई देय तिथि अस्थायी है, जो वास्तविक तिथि और ऋण संवितरण की मात्रा के आधार पर बदल सकती है और संशोधित देय तिथि और पुनर्भुगतान अनुसूची उधारकर्ता को लिखित रूप में सूचित किया जाएगा और उसी पर विचार किया जाएगा। इस मुख्य तथ्य वक्तव्य का हिस्सा।

3 - वितरित की जाने वाली वास्तविक राशि देय तिथि में परिवर्तन, बीमा सेवाओं और अन्य डीलर योजनाओं जैसे विपणन सहायता और/या अनुदान के अधीन होगी।

चुकोती अनुसूची

किस्त संख्या	प्रारंभिक मूलधन (in ₹)	मूलधन (in ₹)	ब्याज (in ₹)	किस्त राशि. (in ₹)
1	196000	- 1394	1394	0
2	197394	7034	2631	9665
3	190360	7127	2538	9665
4	183233	7222	2443	9665
5	176011	7319	2346	9665
6	168692	7416	2249	9665
7	161276	7515	2150	9665
8	153761	7615	2050	9665
9	146146	7717	1948	9665
10	138429	7820	1845	9665
11	130609	7924	1741	9665
12	122685	8030	1635	9665
13	114655	8137	1528	9665
14	106518	8245	1420	9665
15	98273	8355	1310	9665
16	89918	8466	1199	9665
17	81452	8579	1086	9665
18	72873	8694	971	9665
19	64179	8809	856	9665
20	55370	8927	738	9665
21	46443	9046	619	9665
22	37397	9166	499	9665
23	28231	9289	376	9665

24	18942	9412	253	9665
25	9530	9530	135	9665

- कृपया ध्यान दें कि ऊपर दिया गया रीपेमेंट शेड्यूल अस्थायी है, जो लोन देने की असली तारीख और रकम के आधार पर बदल सकता है और बदला हुआ रीपेमेंट शेड्यूल बॉरोअर को लिखकर बताया जाएगा और इसे इस की फैक्ट स्टेटमेंट का हिस्सा माना जाएगा।
- पैसे देने की तारीख से पहली किस्त की तारीख तक लगने वाला ब्याज, लोन लेने वाले को रीपेमेंट शेड्यूल में दिखाई गई किस्तों में जोड़ा जाएगा।

स्वीकृति

मैं/हम स्वीकार करते हैं कि केएफएस की विषय-वस्तु मुझे/हमें चोलामंडलम इन्वेस्टमेंट एंड फाइनेंस कंपनी लिमिटेड के कर्मचारी द्वारा समझाई गई है और मैं/हम उसे पूरी तरह से समझ चुके हैं।

Sanction Letter - Vehicle / Equipment/ Asset Finance

Cholamandalam Investment and Finance Company Limited,

"Chola Crest", C 54 & 55, Super B-4, Thiru Vi Ka Industrial Estate, Guindy, Chennai – 600032. CIN: L65993TN1978PLC007576.

To,

Ankul Agarwal

**villeg - jamanpur, dehradun, near beehive college road, dehradun, dehradun, uttarakhand
CHAKRATA-248197**

Date: 19-01-2026

Place: DEHRADUN VF

We are glad to inform you that your loan (Lead ID 19018407/ Application No 16984273) has been sanctioned on the following terms and conditions.

Type of Facility	Loan Amount (Rs.)	Repayable in number of Installments	Interest Rate: Internal Rate of Return % (IRR) p.a. and Method of Application	
			Customer IRR	Business IRR
Loan	1,96,000	24	(Monthly reducing balance method) 16 % /monthly	(Monthly reducing balance method) 16 % /monthly

Key Fact Statement (KFS) giving the details of fees and charges with respect to the loan sanctioned herein shall be deemed to be part of this sanction letter.

Please read the following general terms and conditions for sanction of loan.

General terms and conditions

- This sanction is subject to execution of loan documents in the format as may be prescribed and the disbursement shall be at the sole discretion of Cholamandalam Investment and Finance Company Limited (CIFCL/the Company).
- You may at your sole discretion opt for the following insurance cover.

Insurance	Cover Amount	Premium	Remarks
Personal Accident Cover	NA	0	
Hospital Cash		0	
Critical Illness		0	
Motor Insurance		0	
Life Insurance	50000	486	

- CIFCL may at any point in time require additional documents and reserves its right to amend the terms of the sanction before disbursement under intimation.
- Any advance payments made by you prior to the installment due dates for whatsoever reasons, shall be given credit to your loan account. However, adjustments of such advance amount received against installment will be given for such payments only on the installment due dates. Such advance payments received will not be eligible for any rebate in interest.**
- All payments should be made promptly on due dates and shall be made in favour of Cholamandalam Investment and Finance Company Limited (CIFCL) vide ACH/ SI/ PDC/ NPDC or such other mode at the discretion of the Company.
- Post Dated Cheques will be accepted by the Company for repayment of loan in the event of your banker not providing ACH/SI facilities.
- The rates of interest will be different for different categories of borrowers based on the individual credit and risk profiles and based on the interest rate model disclosed in the Company's website. Wherever there is/are special financial arrangements arising out of the tie-up with manufacturer/dealer, the same is reflected in the above IRR.
- The Borrower/Co-Borrower/Guarantor hereby agrees and acknowledges that CIFCL shall be entitled to withhold the issuance/handling over of NOC, Form -35, original title deeds/documents, no due letter and/or discharge the hypothecation/mortgage/pledge (Security) created on assets of Borrower/Co-Borrower/Guarantor in favour of CIFCL under any loans availed by the Borrower/Co-Borrower/Guarantor as long as there is any outstanding dues or continuing event of default under any loans granted to the Borrower/Co-Borrower/Guarantor. The rights of appropriation, lien and set-off of CIFCL, shall be governed by the clauses of the loan agreement/terms to be entered with CIFCL.
- Release of original documents (applicable for individuals availing loan for non-business purpose): In the event of Borrower depositing any original documents relating to the asset/s offered as security towards the repayment of loan, the same will be returned within 30 days from the date of full settlement of loan to the satisfaction of the Company and subject to lien and set-off rights available to the Company under the agreement/s which is/are entered by the Borrower/Guarantor (in any capacity) and in force at the time of settlement of loan at the branch where the loan account will be serviced or at the central operations office located at Chennai.
- All taxes, duties, levies, surcharges and cess including but not limited to Goods and Services Tax (GST) shall be charged as may be applicable from time to time.
- Throughout the tenure of the loan, the Borrower shall keep the Vehicle/ Equipment/ Asset comprehensively insured against risks of fire, riots, civil commotions, floods, earthquake, tsunami, theft and all such risks to which the Vehicle/ Equipment/ Asset is normally exposed, besides unlimited third party liability risks.
- Alteration and rescheduling of the installments: CIFCL reserves its rights to change or re-schedule the installments or any of the terms and conditions, prospectively with the formal consent of the Borrower.
- Repossession, Termination and Company's other rights: In the event of default, CIFCL will be entitled to enter into any place or places where the Vehicle/ Equipment/ Asset may then be, take possession of the Vehicle/ Equipment/ Assets and dispose it in a manner as it may deem fit after the issuance of 10 days notices. In the event of surrender of the Vehicle/ Equipment/ Asset by the Borrower or repossession thereof by the Company, or in case of expiry of the term of Loan specified in Agreement or earlier by notice by the Company the Loan Agreement shall stand terminated. In such an event, the Borrower shall not be entitled to the benefit of paying the loan in installments of the amounts remaining payable, which shall fall due immediately together with the amount already in arrears and shall be liable to pay penal charges on the termination price until realization of the full payment. The Company shall be at liberty to withhold the NOC on even completed agreements and to repossess and sell the Vehicle/ Equipment/ Asset, without intervention of courts, hypothecated under any other agreements towards realization of dues payable under this Agreement. The Company shall be entitled to appoint third parties as it may deem fit and such third parties can carry out all or any of its functions, rights and powers under this Agreement.
- Event of Default: The following shall be construed as events of default: If the Borrower/Guarantor fails to perform any of their obligations; dishonours PDCs or mandates, becomes insolvent, bankrupt, winding up proceedings are initiated against them, convicted or charged by any Court of law/Government authorities for any offence; violates any of the terms and conditions of the Loan Agreement including act of encumbering or sale of the hypothecated Vehicle/ Equipment/ Asset in any manner whatsoever without express consent of the Company in writing; if the hypothecated Vehicle/ Equipment/ Asset is confiscated or is subjected to any execution proceeding; stolen or untraceable; or damaged or rendered unfit for use or bodily injury is caused to the third party by accident with the Vehicle/ Equipment/ Asset. On the question whether any of the above events/circumstances has occurred, the decision of the Company shall be final, conclusive and binding on the Borrower/Guarantor. The above terms are only gist of few important terms and the Borrower/Guarantor may refer the Loan Agreement for the detailed version.
- This Sanction Letter forms an integral part of the loan documentation and shall be read in consonance with the Agreement. In case of discrepancies between terms and conditions in the Agreement and Sanction Letter, the terms and conditions of the Agreement would override this Sanction Letter.
- Translated copy of this Sanction Letter in vernacular language is given in overleaf of this letter. In case of any language interpretation or inconsistency between the English version of this Sanction Letter and vernacular version, the terms /clauses in English version shall prevail.

17. This sanction letter shall not be considered as a Delivery Order / Release letter.
18. You are solely responsible for getting delivery of the Vehicle/ Equipment/ Asset from the manufacturer / dealer and verifying fitness, quality, condition, etc. of the same and shall intimate us immediately upon taking delivery/registration of the Vehicle/ Equipment/ Asset. We shall not be held liable for any defect of Vehicle/ Equipment/ Asset or delay in delivery/registration or any service issue concerning the manufacturer/ dealer/ Insurer or any intermediary involved in the transaction.
19. A copy of the Loan Agreement entered into by the Borrower with the Company will be dispatched within 30 days from the date of disbursement of loan after a due health check by the Central Processing Unit of the Company at Chennai.
20. CIFCL reserves its right to amend/modify the charges/fee and terms prospectively with formal consent of the borrower.
21. CIFCL has entered into arrangement(s) with certain bank/s for the purpose of co-lending in line with the relevant circular/s of Reserve Bank of India. This loan may also be subject to such co-lending arrangement.
22. The above sanction of finance facility is valid for 15 days from the date of this letter. In order to avail the loan, you may give your acceptance of all the terms and conditions of the sanction by acknowledging the duplicate copy of this letter and return the same to the Company within 15 days, at the expiry of which the sanction will lapse.

Thanking you,

Yours faithfully,

For Cholamandalam Investment and Finance Company Limited

Authorized Signatory

Acceptance of the Borrower

To,

M/s. Cholamandalam Investment and Finance Company Limited

"Chola Crest", C 54 & 55, Super B-4, Thiru Vi Ka Industrial Estate, Guindy, Chennai – 600032. Toll Free No: 1800 102 4565

I/ we hereby confirm that I/we have read and understood all the terms and conditions of sanction of the loan facility extended to me and give my/our unconditional acceptance for the sanctioned facility as per the said terms and conditions.

Further, I/we hereby give my/our consent to deduct Insurance premium as agreed and opted for by me/us vide the above and I am/ we are aware that the same will be included in the above EMI.

All the terms and conditions of sanction of the above loan facility have been explained to me/us by Mr/Ms Rahul Rautela CB44669 (Employees/DSA/Name designation and Employee ID/DSA code has to be mentioned here) and I/We have understood the same

Read, understood and Accepted

मेसर्स चोलामंडलम इन्वेस्टमेंट एंड फायनेंस कम्पनी लिमिटेड

"चोला फ्रेस्ट", सी 54&55, सुपर बी-4, थिरु वी का इंडस्ट्रियल एस्टेट, गिंडी, चेन्नई - 600032. सीआईएन: L65993TN1978PLC007576.

तारीख : 19-01-2026

To,
Ankul Agarwal
village - jamanpur, dehradun, near beehive college road, dehradun, dehradun, uttarakhand
CHAKRATA-248197

स्थान : DEHRADUN VF

हमें आपको यह बताते हुए खुशी हो रही है कि आपके ऋण (लीड आईडी 19018407/ एप्लीकेशन नं. 16984273) को निम्नलिखित नियमों और शर्तों पर स्वीकृत किया गया है.

सुविधा का प्रकार	ऋण की राशि	किश्तों की संख्या में चुकाने योग्य	ब्याज दर: प्रतिलाभ की आंतरिक दर% (IRR) प्रति वर्ष और आवेदन की पद्धति	
			ग्राहक IRR	व्यापार IRR
Loan	1,96,000	24	(मासिक घटते शेष की पद्धति) 16 % /monthly	(मासिक घटते शेष की पद्धति) 16 % /monthly

यहां स्वीकृत ऋण के संबंध में फीस और शुल्क का विवरण देने वाले मुख्य तथ्य विवरण (KFS) को इस स्वीकृति पत्र का हिस्सा माना जाएगा।
ऋण की मंजूरी के लिए निम्नलिखित सामान्य शर्तों नियम एवं शर्तों को पढ़ें।

सामान्य नियम व शर्तें

- यह स्वीकृत फॉर्मेट में निर्धारित ऋण दस्तावेजों के निष्पादन के अधीन है तथा इसका वितरण चोलामंडलम इन्वेस्टमेंट एंड फ़ायनेंस कम्पनी लिमिटेड (CIFCL / कम्पनी) का एकमात्र विवेकाधिकार है।
- आप आपने एकमात्र विवेकाधिकार में निम्नलिखित बीमा संरक्षण चुन सकते हैं।

बीमा	संरक्षित रकम	प्रीमियम	टिप्पणी
व्यक्तिगत दुर्घटना बीमा	NA	0	
अस्पताल नकद		0	
गम्भीर बीमारी		0	
मोटर बीमा		0	
जीवन बीमा	50000	486	

- CIFCL किसी भी समय अतिरिक्त दस्तावेज़ माँग सकता है तथा उसे वितरण से पहले, सूचित करते हुए, स्वीकृति की शर्तों को संशोधित करने का अधिकार प्राप्त है।
- किन्हीं कारणों से किश्तों की देय दिनांक से पहले आपके द्वारा किए गए किसी भी अग्रिम भुगतान का क्रेडिट आपके ऋण खाते में किया जाएगा। हालांकि, किश्त के लिए प्राप्त ऐसी अग्रिम राशि का समायोजन ऐसे भुगतानों के लिए देय किश्तों पर दिया जाएगा। इस तरह के अग्रिम भुगतान ब्याज में किसी भी छूट के लिए पात्र नहीं होंगे।
- सभी भुगतान देय तिथियों को ठीक समय पर और Cholamandalam Investment and Finance Company Limited (CIFCL) के पक्ष में ACH/ SI/ PDC/ NPDC अथवा कंपनी के विवेकानुसार ऐसे किसी अन्य साधन से किए जाएंगे।
- कंपनी द्वारा आपके बैंक को ऋण की अदायगी के लिए ACH/SI सुविधाएं प्रदान नहीं करने पर पोस्ट डेटेड चेक स्वीकार किए जाएंगे।
- अलग-अलग श्रेणी के कर्जदारों के लिए उनके क्रेडिट एवं जोखिम प्रोफाइल के आधार पर तथा कंपनी के वेबसाइट पर खुलासा किए गए ब्याज दर के मॉडल के आधार पर ब्याज दरें अलग-अलग होंगी। जहां कहीं भी विनिर्माता/डीलर के साथ हुए गठजोड़ के कारण विशेष वित्तीय व्यवस्थाएं उत्पन्न हुई हैं/हैं, तो उक्त को उपरोक्त IRR में प्रदर्शित किया जाएगा।
- ऋणी/सह-ऋणी/गारंटर इस बात से सहमत हैं और स्वीकार करते हैं कि CIFCL को NOC, फॉर्म-35, मूल शीर्षक विलेख/दस्तावेज, नो डब्लू लेटर जारी करने/सौंपने से रोकने और/या ऋणी/सह-ऋणी/गारंटर द्वारा लिए गए किसी भी ऋण के तहत CIFCL के पक्ष में ऋणी/सह-ऋणी/गारंटर की परिसंपत्तियों पर बनाए गए बंधक/दुष्टिबंधक/प्रतिभूति (प्रतिभूति) को समाप्त करने का अधिकार होगा, जब तक कि ऋणी/सह-ऋणी/गारंटर को दिए गए किसी भी ऋण के तहत कोई बकाया राशि या चूक की निरंतर घटना हो। CIFCL के विनियोग, ग्रहणाधिकार और सेट-ऑफ के अधिकार, CIFCL के साथ दर्ज किए जाने वाले ऋण समझौते/शर्तों के खंडों द्वारा शासित होंगे।
- मूल दस्तावेजों को जारी करना (गैर-व्यावसायिक उद्देश्य के लिए ऋण लेने वाले व्यक्तियों के लिए लागू): ऋण के पुनर्भुगतान के लिए सुरक्षा के रूप में पेश की गई संपत्ति से संबंधित किसी भी मूल दस्तावेज को जमा करने की स्थिति में, उसे 30 दिनों के भीतर वापस कर दिया जाएगा। कंपनी की संतुष्टि के लिए ऋण के पूर्ण निपटान की तारीख से दिन और ग्रहणाधिकार और सेट-ऑफ अधिकारों के अधीन कंपनी के पास समझौते के तहत उपलब्ध अधिकार हैं जो उधारकर्ता / गारंटर (किसी भी क्षमता में) द्वारा दर्ज किए गए हैं। ऋण के निपटान के समय उस शाखा में बल लगाएं जहां ऋण खाता संचालित किया जाएगा या चेन्नई स्थित केंद्रीय परिचालन कार्यालय में।
- सभी कर, शुल्क, अधिभार और उपकर जिसमें माल और सेवा कर (जीएसटी) शामिल है, लेकिन उस तक सीमित नहीं है, समय-समय पर लागू हो सकते हैं।
- ऋण की संपूर्ण अवधि के दौरान, कर्जदार तृतीय पक्ष दायित्व के असीमित जोखिम के अलावा अग्नि जोखिम, दंगों, जनता के हंगामों, बाढ़, भूकंप, सुनामी, चोरी तथा ऐसे सभी जोखिमों जिनसे वाहन/उपकरण/आस्ति को खतरा हो सकता है, के लिए वाहन/उपकरण/आस्ति को व्यापक रूप से बीमित कराएगा।
- किश्तों में फेरबदल और पुनर्निर्धारण: CIFCL के पास भावी रूप से कर्जदार की औपचारिक सहमति से किश्तों या किसी भी नियम या शर्त में बदलाव करने का अधिकार सुरक्षित है।
- पुनर्ग्रहण, समाप्ति और कंपनी के अन्य अधिकार: डिफॉल्ट की स्थिति में, सीआईएफसीएल किसी भी स्थान या स्थानों में प्रवेश करने, वाहन/उपकरण/संपत्ति पर कब्जा करने और उसका निपटान करने का हकदार होगा। 10 दिनों के नोटिस जारी करने के बाद जैसा उचित समझा जाए। उधारकर्ता द्वारा वाहन/उपकरण/परिसंपत्ति के आत्मसमर्पण या कंपनी द्वारा उस पर कब्जा करने की स्थिति में, या समझौते में निर्दिष्ट ऋण की अवधि समाप्त होने या कंपनी द्वारा नोटिस से पहले होने की स्थिति में, ऋण समझौता समाप्त हो जाएगा। ऐसी स्थिति में, उधारकर्ता शेष देय राशि की किश्तों में ऋण का भुगतान करने के लाभ का हकदार नहीं होगा, जो पहले से ही बकाया राशि के साथ तुरंत देय हो जाएगी और समाप्ति मूल्य पर दंडात्मक शुल्क का भुगतान करने के लिए उत्तरदायी होगा। पूर्ण भुगतान प्राप्त होने तक।
- चूक होने पर: निम्नलिखित को चूक माना जाएगा: यदि कर्जदार/गारंटीकर्ता अपनी देयताएँ पूरी न कर पाए, PDCs या निर्देश स्वीकार न करे, दीवारिया, कंलात हो जाए, उनके खिलाफ़ समापन कार्यवाहियाँ शुरू की गई हों, किसी अपराध के लिए कोर्ट/सरकारी प्राधिकारों द्वारा सज़ा पाए हों या दोषी पाए गए हों, लिखित में कम्पनी की मंजूरी बिना, किसी भी तरह बन्धक वाहन/उपकरण/सम्पत्ति को भारित या बिक्री करने सहित ऋण के करारनामे के किसी नियम व शर्तों का उल्लंघन किया हो, यदि बन्धक वाहन/उपकरण/सम्पत्ति जब्त हुई हो या इन पर कोई कानूनी कार्यवाही चल रही हो, चोरी हो गई हो या जिसका पता न हो, नष्ट हो गई हो या प्रयोग के लिए ठीक न हो या वाहन/उपकरण/सम्पत्ति से दुर्घटना द्वारा तीसरे पक्ष को शारीरिक चोट पहुँची हो। यह पूछे जाने पर कि क्या उपर्युक्त घटनाएँ/परिस्थितियाँ घटी हैं, कम्पनी का निर्णय कर्जदार/गारंटीकर्ता पर अंतिम, निर्णायक और बाध्यकारी होगा। ऊपर दी गई शर्तें कुछ महत्वपूर्ण शर्तों का मात्र सारांश है तथा पूरे विवरण के लिए कर्जदार/गारंटीकर्ता ऋण करारनामा देख सकते हैं।
- यह स्वीकृत पत्र ऋण दस्तावेजों का एक अभिन्न भाग है तथा इसे करार के अनुरूप्य पढ़ा जाएगा। यदि करार और स्वीकृति पत्र में नियम व शर्तों के बीच अंतर हुआ तो, करार के नियम व शर्तें इस स्वीकृति पत्र पर अधिभावी होंगी।
- इस स्वीकृति पत्र की स्थानीय भाषा में अनुवादित प्रति इस पत्र के पीछे में दी गई है। यदि भाषा की व्याख्या या इस स्वीकृति पत्र के अंग्रेज़ी अनुवाद और स्थानीय भाषा अनुवाद के बीच असंगति पायी गई तो अंग्रेज़ी अनुवाद की शर्तें/उपनियम ही अभिभावी होंगी।

17. इस मंजूरी पत्र को डिलीवरी ऑर्डर/ रिलीज पत्र नहीं माना जाएगा।
18. आप निर्माता / डीलर से वाहन / उपकरण / संपत्ति की डिलीवरी के लिए पूरी तरह से जिम्मेदार हैं और उसकी फिटनेस, गुणवत्ता, स्थिति इत्यादि की पुष्टि करते हैं और वाहन / उपकरण / एसेट की डिलीवरी / पंजीकरण लेने पर हमें तुरंत सूचित करेंगे। हमें वाहन / उपकरण / संपत्ति के किसी भी दोष या वितरण / पंजीकरण में देरी या निर्माता / डीलर / बीमाकर्ता या लेनदेन में शामिल किसी भी मध्यस्थ के संबंध में के लिए उत्तरदायी नहीं ठहराया जाएगा।
19. कंपनी के साथ कर्जदार द्वारा दर्ज किए गए ऋण समझौते की एक प्रति, चेन्नाई में कंपनी की केंद्रीय प्रसंस्करण इकाई द्वारा उचित हेल्थ चेक के बाद ऋण के वितरण की तारीख से 30 दिनों के भीतर भेज दी जाएगी।
20. CIFCL कर्जदार की औपचारिक सहमति के साथ प्रभार / शुल्क और शर्तों में संशोधन / संशोधन करने का अपना अधिकार सुरक्षित रखता है।
21. CIFCL ने भारतीय रिज़र्व बैंक के संबंधित परिपत्र/ओं के अनुरूप सह-ऋण देने के प्रयोजनों से कुछ बैंक/कों के साथ व्यवस्था शुरू की है। यह ऋण ऐसी सह-ऋण व्यवस्था के अधीन भी हो सकता है।
22. वित्त प्रबंध सुविधा की उपर्युक्त स्वीकृति इस पत्र की तारीख से 15 दिनों के लिए मान्य है। ऋण प्राप्त करने के लिए आप स्वीकृति के सभी नियम व शर्तों की सहमति इस पत्र की डुप्लीकेट प्रति को स्वीकार करके, उसे 15 दिनों के अंदर कम्पनी को लौटा कर दे सकते हैं, जिसकी समाप्ति के पश्चात स्वीकृति रद्द हो जाएगी।

धन्यवाद
भवदीय,
चोलामंडलम इन्वेस्टमेंट एंड फायनेंस कम्पनी लिमिटेड.
अधिकृत हस्ताक्षर

कर्जदार की स्वीकृति

सेवा में,
मेसर्स चोलामंडलम इन्वेस्टमेंट एंड फायनेंस कम्पनी लिमिटेड,
"चोला क्रेस्ट", सी 54&55, सुपर बी-4, थिरु वी का इंडस्ट्रियल एस्टेट, गिंडी, चेन्नाई - 600032. टोल फ्री नंबर: 1800 102 4565.

मैं/हम ऐतद्वारा पुष्टि करता हूँ कि मैंने/हमने, मुझे दी गई ऋण सुविधा की मंजूरी के सभी नियम व शर्तें पढ़ व समझ ली हैं और मैं/हम उक्त नियम व शर्तों अनुसार मंजूर सुविधा के लिए बिना शर्त अपनी स्वीकृति देता हूँ।

इसके अतिरिक्त, मैं/हम ऐतद्वारा ऊपर दिए अनुसार मेरे/हमारे द्वारा स्वीकृत एवं चुने अनुसार बीमे का प्रिमियम काटने की अपनी/हमारी स्वीकृति देता हूँ तथा मुझे/हमे यह जानकारी है कि यही ऊपर दी EMI में शामिल होगा।

ऊपर दी ऋण सुविधा की मंजूरी के सभी नियम व शर्तें मुझे/हमें श्री/सुश्री Rahul Rautela CB44669 (कर्मचारी/DSA नाम, पद एवं कर्मचारी पहचान-पत्र/DSA कोड का यहाँ उल्लेख करना होगा) द्वारा समझा दिए गए हैं और मैं/हम इन्हें समझ गए हूँ।

पढ़ा, समझा और स्वीकार किया

LOAN AGREEMENT - VEHICLE/EQUIPMENT FINANCE

THIS AGREEMENT made at the place and date mentioned in the Schedule of the Agreement.

The Borrower, Co-Borrower more particularly described and set out in the Schedule hereof (hereinafter referred to as "the Borrower") and the Guarantor/s, more particularly described and set out in the Schedule hereof (hereinafter referred to as "the Guarantor") which expressions shall unless repugnant to the context or meaning thereof, be deemed to mean and include his/her/its/their respective heirs, executors, administrators, nominees, attorneys, and legal representatives (where the Borrower/Guarantor is an individual/sole proprietor), successors-in-interest as the case may be, (where the Borrower/Guarantor is a company within the meaning of the Companies Act, 2013 or any other body corporate) the partners from time to time of the firm, their survivor(s) and the heirs, executors, administrators, legal representatives, nominees and successors of the partners (where the Borrower/Guarantor is a partnership firm), of the ONE PART AND

CHOLAMANDALAM INVESTMENT AND FINANCE COMPANY LIMITED, a company incorporated and registered under the Companies Act, 1956 and having its Registered Office at 'Chola Crest', C 54&55, Super B-4, Thiru Vi Ka Industrial Estate, Guindy, Chennai - 600 032, (hereinafter referred to as "the Company"), which expression shall unless it be repugnant to the context or meaning thereof mean and include its successors and assigns of the OTHER PART WHEREAS

- A. The Company is inter-alia engaged in the business of extending financial assistance for the purchase/refinance of motor vehicles, machinery and other Assets
- B. The Borrower has requested the Company for financial assistance for the purchase/refinance of vehicle/machinery/equipment/asset more fully described in the Schedule against the security of the said vehicle, machinery, equipment or assets;
- C. The Borrower in consideration of having availed the loan facility has agreed to abide by the terms and conditions stipulated by the Company and more fully set out hereunder and in particular not to deal with the Schedule mentioned/collateral Asset, by way of sale, alienation, hypothecation, pledge or in any other manner whatsoever except as herein authorized by the Company in writing, until the entire due amount under this Agreement is paid to the Company;
- D. The Guarantor has requested the Company to extend the said financial facility to the Borrower and in consideration for the above, the Guarantor has agreed to guarantee to the Company the due performance by the Borrower of the contractual terms and conditions contained herein and discharge all liabilities as stipulated in this Agreement;
- E. The Company, relying upon the above representations made by the Borrower and the Guarantor, has agreed to provide the loan sought to the Borrower, upon the terms and conditions stipulated hereinafter;

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

DEFINITIONS AND INTERPRETATIONS:

In this Agreement, unless there is anything repugnant to the subject or context thereof, the expressions listed below shall have the following meanings. The terms and expressions not defined herein shall, where the interpretation and meaning have been assigned to them in terms of the General Clauses Act, 1897, have that interpretation and meaning.

- a. The term "Agreement" means and includes this Loan agreement, the Schedule/s, annexures, Welcome Letter, any addenda, supplemental agreements or attachments annexed hereto or hereafter to this Agreement.
- b. The term "Asset" means and includes the motor vehicle/s or any other machinery or equipment/s or any other asset/s, whether new or used, described in the Schedule to this Agreement, for the purchase/refinance of which the Loan is being granted hereunder and which is hypothecated or offered or caused to be offered as security by the Borrower in favour of the Company. "Asset/s" shall include all accretions and additions thereto whenever made by the Borrower, including by way of body building, engine up-gradation and the like.
- c. The expression "Due Date" means, the date on which an Installment of the principal amount of the Loan, interest and /or any other amount payable under this Agreement and/or balance of the Loan amount as the case may be, is due for payment under

any clause of this Agreement.

- d. The expression “Electronic Clearing Services” or “ECS” and “National Automated Clearing House” or “NACH” means a debit clearing service including E-NACH or any other mandate notified by Reserve Bank of India, participation in which has been consented to in writing by the Borrower for facilitating payment of Installments under this Loan agreement.
- e. The term “Installment” means the amount of payable on each Due Date as specified in the Welcome Letter, necessary to amortize the Loan with interest over the period of Loan.
- f. The term “Loan” means the loan amount provided for in this Agreement and the Schedule.
- g. The expression “Penal Charges” means the charges levied by the Company at the rate specified in the Schedule on any delay in the payment of Installments or any other amounts due and payable by the Borrower to the Company from the Due Dates to the date of actual payment.
- h. The term “Preclosure” means premature repayment as per the terms and conditions laid down by the Company in that behalf and in force at the time of such repayment.
- i. The expression “Post Dated “Cheque (s)” or “PDCs” means cheques drawn by the Borrower in favour of the Company for the amount of the Installment bearing the dates to match the date of each Installment.
- j. The expression “Rate of Interest” means the rate of interest referred to in Article 2 of this Agreement.
- k. The term “Repayment” means the repayment of the principal amount of Loan together with interest thereon by way of Installments including Penal Charges or otherwise, commitment and/or any other charges, premia, fees or other dues payable in terms of this Agreement to the Company and means in particular, amortization provided for in Article 6 of this Agreement:
- l. The term “Schedule” means the Schedule to this Agreement.
- m. The expression “Welcome Letter” means a letter issued by the Company to the Borrower, after the execution of this Agreement, setting out the Due Dates, Installments payable on each Due Date, frequency of paying Installments and the breakup of principal and interest under each Installment.

1. TERMS OF THE LOAN:

- a. The Company does hereby agree to grant as Loan to the Borrower for the purpose of purchase/refinance of the Asset, the sum stated in the Schedule (Loan Amount), on the terms herein set forth.
- b. The Loan provided under this Agreement shall be for the period as specified under tenure of Loan in the Schedule commencing from the date specified therein (First Installment Date), unless this Agreement is terminated earlier in a manner stipulated herein and the Borrower and the Guarantor shall jointly and severally repay the same as per the terms set out under this Agreement.

2. INTEREST:

- a. The Rate of Interest on the Loan amount shall be as specified in the Schedule hereof and the Borrower shall be liable to pay the same from the date of disbursement of the Loan.
- b. The Rate of Interest stipulated in the Schedule shall remain fixed during the term of the loan facility. The Company shall, however, at its discretion, be entitled to revise prospectively from time to time, upwards or downwards, the Rate of Interest applicable for the Loan during the subsistence of the Agreement. Such variation(s) would be subject to the terms of sanction letter and would be intimated to the Borrower and binding upon the Borrower.
- c. Interest shall accrue from day to day and be computed on monthly basis or on actual number of days as the case may be.
- d. The Borrower shall pay all duties, cesses, licence fees, taxes on interest, other taxes, insurance premia and other charges/outgoings whatsoever in respect of this Agreement or in relation to the Asset, whether with retrospective or prospective effect and if the Company makes any such payments, the Borrower shall reimburse the Company within 3 days from the date of due intimation from the Company in this regard. In the event the Borrower fails to reimburse the said amount, Penal Charges shall accrue thereon from the date of payment by the Company to the date of actual reimbursement of the said amount by the Borrower to the Company.

- e. The borrowing under this Agreement is a commercial transaction and the Borrower/Guarantor waives any defense under the usury or other laws relating to charging of interest.
- f. Computation of Interest - The Installment comprises of principal and interest calculated on the basis of Rate of Interest mentioned in the Schedule hereto and is rounded off to the nearest rupee calculated on reducing balance.

3. SOURCING FEE:

- a. The Borrower has expressed his consent without any coercion or undue influence to pay to the Company a sourcing fee as agreed by the Borrower at the time of submitting the application to the Company for sanction of the Loan. The said fee which is more specifically mentioned in the Schedule of the Agreement shall not be refundable to the Borrower under any circumstances, even if the Loan is not availed or granted by the Company subsequent to sanction of a loan.

4. DISBURSEMENT:

- a. The Borrower shall indicate the manner of disbursement of Loan by the Company as desired by him. However, the Company shall have the sole discretion to determine the manner of disbursement, which shall be deemed to be the disbursement to the Borrower as contemplated under this Agreement. In the case of purchase of new Assets, the Loan amount, may, at the option of the Company, be disbursed by the Company directly to the dealer/manufacturer and such disbursement shall be deemed to be disbursement to the Borrower. In case of purchase of used Asset(s), the Company shall determine the manner of the disbursement; i.e., either to the owner/seller of the Asset or to the dealer or to the Borrower and such disbursement shall be deemed to be the disbursement to the Borrower as contemplated under this Agreement. In case of refinance, the Company shall disburse in favour of the Borrower in the manner determined by the Company. All such disbursements made to any other party on behalf of the Borrower shall be construed as a payment made to the Borrower himself which the Borrower herein accepts.
- b. Prior to disbursement of the Loan by the Company, the Borrower shall provide the Company with documents evidencing payment of his own contribution towards margin money for buying the Asset.
- c. All disbursements to be made by the Company to the Borrower in terms of this Agreement shall be by cheque duly crossed, marked "A/c. Payee only" or by Demand Draft or any other accepted modes of transfer of funds permitted under the Indian banking system, at the sole, discretion of the Company. The collection charges or such other charges levied, if any, in respect of all such cheques or modes of transfers will have to be borne by the Borrower, irrespective of the time taken for transit/collection/realization of the cheque by the Borrower or its bank.
- d. The Borrower herein agrees that the date of disbursement shall be the date of handing over of the cheque/payment instruments or the date on which the Company effects credit to the Borrower's bank account directly through NEFT/ RTGS/ any other mode of electronic fund transfer as the case may be.
- e. The Borrower shall not be entitled to cancel the Loan or refuse accepting the disbursement except with the consent of the Company and upon payment of necessary cancellation charges.
- f. If the Borrower requests cancellation of the Loan, for whatsoever reason, post disbursement of the Loan, but before the due date of first installment, the Company may consider the same at its sole discretion. In such an event, subject to the Company agreeing to cancellation, the Borrower shall forthwith repay the Loan together with cancellation charges @ 18% p.a., or such other rate intimated to the Borrower, on the disbursed Loan amount from the date of disbursement till the date of repayment by the Borrower.

5. CONDITIONS PRECEDENT:

The Loan Amount will be disbursed by the Company to the Borrower on fulfillment of the following conditions precedent ("Conditions Precedent"). The Borrower/Guarantor shall comply with the Conditions Precedent by the date mentioned in the Schedule hereunder written (Date of Agreement), or within such date as may be extended by the Company. Failure to fulfill the Conditions Precedent by such date could result in the Company refusing to disburse the Loan and if for any reason or exceptional circumstances, already disbursed, shall cause to be recalled in totum. The Conditions Precedent required to be fulfilled by the Borrower/Guarantor are:

- a. The representations and warranties of the Borrower/Guarantor contained in this Agreement shall be true (i) as on the date hereof, and (ii) as on the date of the intended disbursement (as if made on such date) / availment of the Loan;
- b. If so required by the Company, guarantee/s acceptable to the Company shall have been executed in favour of the Company

- c. The Borrower shall have executed and delivered to the Company the Post Dated Cheques/ECS mandates/ NACH /NEFT/ such other applicable authorizations or instruments in a manner as may be required by the Company;
- d. The Borrower and/or the Guarantor/s shall have created such security in favour of the Company, as may be acceptable to the Company ("the Security"). The Borrower/Guarantor shall have a clear and marketable title to such Security free from all encumbrances, liens and defects in title. Provided that where the Borrower/Guarantor is required to make any registrations and filings in respect of the creation of such Security under applicable law, the Borrower/Guarantor shall make all such registrations and filings in this regard. Provided further that where the Borrower/Guarantor needs any consents for the creation of any such Security, the Borrower/Guarantor shall have also obtained all such consents prior to the creation of such Security.
- e. The Borrower/Guarantor and/or such other person as the Company may require shall have executed such other documents or writings as the Company may require and shall have performed such other actions and executed such other documentation as the Company may require.
- f. Non-existence of event of default : No event of default as defined in Article 10 shall have happened and be continuing.
- g. Installments in advance: The Borrower agrees to pay to the Company such number of installments in advance as set out in the Schedule/s either at the time of execution of this Agreement or at any time, herein after as specified by the Company. Subject to the other provisions of this Agreement, the advance installments shall be adjusted against installment in the manner set out in the Schedule. The Company shall not be liable to pay any interest on the advance installments

6. REPAYMENT:

- a. The Borrower shall pay to the Company all sums of money which may become payable by the Borrower to the Company under this Agreement as and when it falls due, without any delay or default. The Borrower acknowledges that strict compliance to the repayment schedule is an essential condition for grant of the Loan and that time is the essence of this contract.
- b. The Repayment shall be made by the Borrower in Installments as per the terms set out in the Schedule. The repayment schedule mentioned herein above is without prejudice to the right of the Company, to be paid on demand as contemplated under this Agreement, the entire Loan along with interest and other dues as contemplated under this Agreement. Further, the computation/fixation of the Installment will be without prejudice to the right of the Company to re-compute the amount of Installments, including in case it is discovered at any stage that the Installments have been computed wrongly. The Installments provided in the Schedule shall not however, affect the rights of the Company to terminate the Agreement at any time if it deems fit and demand payment of all amounts already fallen due and remaining-unpaid, if any, together with all future installments and any other amounts as may be due, subject to any discount on the future installments as may be allowed by it.
- c. All amounts payable by the Borrower to the Company, shall be paid without any deductions on or before the Due Dates failing which the Borrower's Loan account shall be classified as special mention account (SMA)/ non performing account (NPA) or under such other category as per the applicable guidelines of the Reserve Bank of India (RBI) . At present, the basis for classification of SMA and NPA categories and the example for the same are as mentioned in the Schedule. If the Borrower's Loan account is once classified as NPA/SMA, the same shall be upgraded as standard asset only if the entire arrears of interest and principal are paid by the Borrower.
- d. The Borrower shall be liable to pay the Installments as stipulated in the Schedule irrespective of the Asset being delivered to the Borrower by the dealer/manufacturer or not and notwithstanding any disputes, objections, protests, complaints or grievances which the Borrower may have with or against the dealers/manufacturer or in respect of the delivery of the Asset or in respect of the Asset itself.
- e. The charging of Penal Charges shall however not relieve the Borrowers obligation of strict compliance with repayment schedule being an essential condition for the grant of Loan.
- f. The Borrower confirms having perused, understood and agreed to the Company's method of calculating the Installments as also the division thereof into principal and interest.
- g. If the Due Date falls on a day which is a holiday, the payment is to be made on the immediately preceding working day.

- h. Any advance payments made by the Borrower prior to the Due Dates for whatsoever reasons, shall be given credit to in the Borrower loan account. Adjustments of such advance amount received against installment will be given for such payments only on the Due Dates. Such advance payments received will not be eligible for any rebate in interest**

7. MODE OF PAYMENT OF INSTALLMENTS:

- a. Subject to the terms and conditions stipulated hereunder, the repayment of the Loan shall be by way of Standing Instructions (SI/Electronic Clearing System (ECS)/NACH or such other mode accepted by the Company from time to time authorizing the Company to collect the installments due by the Direct debit to the Borrower's bank account, Post Dated Cheques or by remittance in cash or by Demand Draft . Notwithstanding anything stated elsewhere in the Agreement, if the regulations permit the repayment of Loan only by way of NACH/ECS/RECS/EFT facilities, the Company shall accept payments through such facilities.
- b. The Borrower shall deliver to the Company, Post Dated Cheques/ECS or ACH mandates for the payment of Installments. Submission of such Post Dated Cheques or mandates shall be deemed to be an unconditional and irrevocable authority given by the Borrower, to the Company for presenting such cheques/mandates, to present them on their respective dates and the Borrower warrants that the cheques / mandates will be honoured on presentation. Any non-presentation of a ACH or ECS mandate(s)/PDC(s) due to any reason will not affect the liability of the Borrower to pay the installments or any other sums that may become due and payable under this Agreement.
- c. If any one or more than one or all of the PDCs/ECS/NACH mandate delivered by the Borrower pursuant to Article 7(a)
- is/are lost, destroyed or misplaced while in the custody of the Company or
 - become(s) non en-cashable due to death, insolvency, lunacy, termination of authority or otherwise of the signatory or any or more of the signatories (if more than one) thereof or liquidation or any moratorium of the drawee bank, then in such an event, the Borrower shall, on receipt of the intimation of such loss, destruction or misplacement (as the case may be) from the Company or immediately on the said cheques or any of those being non encashable due to the reasons mentioned above, deliver to the Company such number of cheques as are adequate to replace those that have been lost, destroyed, misplaced or become non encashable, or make such suitable alternative arrangement for repayment of Loan as is acceptable to and approved by the Company.
- d. It is agreed and understood by the Borrower that non-presentation of any of the cheques by the Company due to any reason whatsoever shall not affect the liability of the Borrower to repay the amount payable under this Agreement. The Company shall not, in any way, be responsible for the delay, omission or neglect in encashment, damage or loss of any cheque(s) (already given or to be given by the Borrower to the Company in terms hereof) for any reason whatsoever.
- e. If required, the Borrower, subject to the Company's permission, may swap/interchange the cheques issued and drawn in one bank to that of the other bank, on paying the Company the swap charges of an amount specified in the Schedule for every replacement.
- f. Without prejudice to any other rights or remedies the Company may have under this Agreement and/or under the prevalent law, the Borrower shall be liable to pay cheque dishonour charges at the rate specified in the Schedule for dishonour of each PDC/ECS/NACH on every presentation. The levy of the charge upon dishonour of the cheque / ECS/NACH is without prejudice to the rights of the Company under the Negotiable Instruments Act, 1881, as amended and as in force from time to time and other relevant laws.
- g. Where remittances are made by way of outstation cheques, the Borrower shall be liable to pay the cheque collection charges as stated in the Schedule subject to revision at the Company's discretion from time to time.
- h. The charges mentioned in the Schedule are subject to change at the sole discretion of the Company.
- i. The Borrower shall not be entitled to cancel or issue stop payment instructions with respect to PDCs/ ECS or NACH mandates as long as the loan or any part of his indebtedness is due and outstanding and any such acts shall be deemed to have been committed with an intention to cheat and avoid prosecution under the Negotiable Instruments Act, 1881 as amended and in force from time to time and the Company shall be entitled to initiate appropriate criminal proceedings against the Borrower.
- j. In case of closure of Loan, including Preclosure, as per the provisions of this Agreement, the Borrower shall collect the PDCs lying with the Company within 60 days, on the failure of which the Company shall have the right to destroy the same without

any intimation to the Borrower.

8. SECURITY:

- a. In consideration of the Company having granted or agreed to grant to the Borrower the Loan facility, subject to the terms and conditions stipulated herein, the Borrower hereby hypothecates in favour of the Company, by way of an exclusive first charge, the Asset together with all accessories, additions to or in the said Asset, whether present or future and improvements, renewals and replacements made or to be made on the Asset. The Borrower also agrees and undertakes to execute such further documents and/or file and/or register the same with such authorities as may be necessary in law or by the Company to perfect the charge of the Company over the Asset.
- b. The hypothecation of the Asset shall be deemed to take place immediately on signing of this Agreement or on delivery of the Asset to the Borrower, whichever, is earlier.
- c. Where the Asset is a vehicle, the Borrower shall register the same in his name within such time as is stipulated in law and shall also ensure that the hypothecation of the vehicle with the Company is duly endorsed and recorded in the Certificate of Registration.
- d. Until release of the Asset from hypothecation by the Company in writing, the Borrower shall not sell, transfer or create any other hypothecation, charge, mortgage, pledge, lien or encumbrance over the Asset or any part thereof in any manner whatsoever without prior approval of the Company. The Borrower shall not part with the possession, give on hire, lease, leave and license or otherwise deal with the Asset or any part thereof and shall not permit or suffer to be done any act, deed, matter or thing which may adversely affect or in any way prejudice the rights and interest of the Company over the Asset. Where the Asset is a non-registrable vehicle/equipment, the Borrower shall ensure that necessary endorsement being made in the original invoice of the said non-registrable vehicle/equipment as may be required by the Company. If the Borrower is a Company, it shall register the charge with the Registrar of Companies within the statutory time limit and shall submit charge registration certificate in favour of the Company within the stipulated time.
- e. If the Asset has not been delivered to the Borrower at the time of execution of this Agreement or registration/hypothecation not effected where the Asset is a vehicle, the particulars of Asset including registration/hypothecation in case of Vehicle, shall be intimated in writing by the Borrower to the Company within one week of taking delivery and/or registration and such particulars shall be incorporated in the Schedule hereunder as if they had been incorporated at the time of execution of this Agreement. The Borrower shall not be entitled to raise any plea of alteration of the Agreement as a result thereof or question the validity or enforceability of the charge created in favour of the Company over the Asset.
- f. The Borrower has also executed a Demand Promissory Note in favour of the Company by way of security for the amount of the Loan and the interest thereon.
- g. The hypothecation of the Asset shall remain effective and in force until due payment by the Borrower of all amounts due under this Agreement or any other agreement by the Borrower to the Company including interest, Penal Charges, costs, charges and all amounts as may become due and payable pursuant to the terms hereof and until the Company issues a certificate discharging the security created herein.
- h. The hypothecation shall not be affected, impaired or discharged by death, insolvency, arrangement with creditors, physical or mental disability, winding up (voluntary or otherwise) or by any merger or amalgamation, reconstruction, takeover of the management, dissolution or nationalisation (as the case may be) or any other change in status of the Borrower.
- i. The Guarantor hereby unconditionally guarantees the due and prompt repayment of all and every sum payable by the Borrower under this Agreement and guarantees the due performance and observance by the Borrower of all the stipulations and conditions mentioned in this Agreement. The Guarantor agrees that he shall not be discharged from the guarantee hereby provided, by the Company giving time to the Borrower for payment of any sum or any other indulgence or the failure, omission or inability of the Company to enforce its rights against the hypothecated Asset. The Guarantor agrees that as between the Company and himself, the Guarantor is the principal debtor jointly with the Borrower and hence gives up any right conferred on sureties under Sections 133, 134, 139 and 141 of the Indian Contract Act, 1872 or any other provisions thereof. The Company has the right to proceed against the Borrower/Guarantor in any order at its discretion and the Guarantor hereby agrees that he shall not question the claim made by the Company on any grounds.

- j. The Company may, at any time, require the Borrower to furnish such additional securities, including guarantee(s) from any third party as the Company may deem fit in its sole discretion. In such an event the Borrower shall provide additional security and in this regard execute such agreements, undertakings, documents, power of attorney/s that may be required by the Company. The Borrower shall not revoke Agreement or terminate any such contracts, agreements, undertakings, documents etc., till all the amounts due and payable by the Borrower to the Company under this Agreement is completely paid and the Borrower undertakes to furnish the same to the Company within 7 days of receipt of such request from the Company.
- k. The Borrower as well as the Guarantor agree and undertake that notwithstanding, the hypothecation, guarantee or any other security; they shall always remain personally liable for payment of all amounts due to the Company under this Agreement which may be enforced against them, their estate and properties irrespective of any other rights or remedies as may be available to the Company.
- l. Notwithstanding anything contained above, the Borrower on an event of default, for the due payment and discharge of all or any sum which are or at any time may become payable by the Borrower to the Company, agrees to provide additional security and create a mortgage /charge on the property more particularly described in the Schedule hereto in favour of the Company and in form and manner as required by the Company, to be held by the Company as first and exclusive charge in its favour.
- m. Where the Borrower is a company, the Borrower as well as the Guarantor agree and undertake that notwithstanding the hypothecation the Borrower will file Form CHG-1 with the Registrar of Companies for creating charge over the Asset.
- n. The Borrower as well as the Guarantor agree and undertake that the Company shall have a continuing charge on the Schedule mentioned Asset, in the event of Borrower or Guarantor having any obligation under any other agreement entered with the Company. Further the Borrower and Guarantor also agree and undertake that the Company shall continue to have a charge and right to take possession on such Schedule assets on all existing agreements entered into by the Borrower or Guarantor with the Company
- o. Without prejudice to the rights of the Company stated in any other documentation, upon occurrence of any event of default as specified under Article 10 of this Agreement or in case of breach of any terms of the Agreement, the Company shall have the absolute discretion to enforce the security and appropriate towards the entire amount payable by the Borrower under the Agreement any of the security offered by the Borrower in any order as it may deem fit and proper. In the event of enforcement of the Security, the Company shall not be liable for any loss or deficiency in the amount realized or answerable for any decrease in the value of the Security. Such sale shall be done by the Company without any accountability to the Borrower and the Company shall not be liable for loss/damage/diminution in value of securities on account of exercise /non exercise of rights by the Company and the Borrower shall not be entitled to raise any claim against the Company on the ground that a higher value might or ought to have been received or dispute his liability for the remaining dues under this Agreement
- p. Any accretion, entitlements and all documents in respect of the security or the hypothecated asset in possession of the Borrower shall be held by the Borrower in trust and for the benefit of the Company.

9. ALTERATION AND RE-SCHEDULING OF THE INSTALLMENTS:

- a. The Company at its sole discretion retains the right with no obligation, to review the facility for such further periods on such terms and conditions as it may deem fit.
- b. The Company may on its own or upon a request from the Borrower, if it so deems fit, alter or re-schedule the Installments in such manner and to such extent as it may decide, with the formal consent of the Borrower, whereupon repayment shall be made by the Borrower as per the said alteration and re-scheduling notwithstanding anything stated in the Schedule. The Borrower shall comply with the requirements of the revision including the furnishing of Post Dated Cheques/ ECS or NACH mandates as per the revised structure.
- c. Based on satisfactory loan repayment track record of the Borrower, the Company at its sole discretion may grant additional loans over and above the Loan granted hereunder. The additional loans may be granted only on execution of such documents as may be stipulated by the Company as per the prevailing credit norms of the Company from time to time. The Borrower shall have no right to claim the additional loans by virtue of this clause.

10. EVENT OF DEFAULT:

The following events shall constitute an "Event of Default": -

- a. The Borrower or the Guarantor failing to perform obligations, repay the Loan or any Installment, fee, charges, or costs or any other amount due to the Company in the manner herein contained as and when it becomes due whether demanded by the Company or not; or
- b. If in the opinion of the Company, the Borrower has withheld any critical information in relation to the Loan; or
- c. Insolvency, winding up, voluntary or otherwise, failure in business, commission of an act of bankruptcy, general assignment for the benefit of creditors of the Borrower/Guarantor, or if the Borrower/Guarantor suspends payment to any creditors or threatens to do so, appointment of receiver/trustee or similar officer on its assets more particularly hypothecated assets under this agreement, filing of any petition in bankruptcy of by, or against the Borrower/Guarantor or filing of any petition for winding up of the Borrower/Guarantor-and not being withdrawn within 30 days of being admitted; or
- d. If the Borrower/Guarantor (being a Company) goes into liquidation for the purpose of amalgamation or reconstruction, except with prior written approval of the Company; or
- e. If the Borrower/Guarantor ceases or threatens to cease its business; or
- f. If it is certified by an Accountant or a Firm of Accountants appointed by the Company (which the Company is entitled and hereby authorized to do so at any time) that the liabilities of the Borrower exceed the Borrower's assets or that the Borrower is carrying on business at a loss; or
- g. If the Borrower sells, encumbers or transfers or seeks to sell, transfer, create encumbrance, pledge on the hypothecated Asset, in any manner whatsoever without the express consent in writing of the Company; or
- h. If the Borrower fails to pay any insurance premium for the hypothecated Asset; or
- i. The hypothecated Asset being confiscated or attached, taken into custody by any authority or is subjected to any execution proceeding; or
- j. If the Borrower fails to pay any tax, impost, duty or other imposition or charges/outgoings or to comply with any other law, regulation, formalities required to be completed in respect of the hypothecated Asset under law from time to time; or
- k. The hypothecated Asset being stolen or untraceable for any reason whatsoever; or
- l. The hypothecated Asset suffers distraint or is endangered or damaged in any manner or rendered unfit for use or bodily injury is caused to the third party by accident with the Asset; or
- m. Any of the PDCs/NACH or ECS mandates delivered or to be delivered by the Borrower to the Company in terms and conditions hereof is not honoured / en-cashed for any reason whatsoever on presentation; or
- n. If any instruction being given by the Borrower for stop payment of any PDC/ECS/NACH mandate for any reason whatsoever or if any Post Dated Cheques/ECS/NACH mandate issued by the Borrower to the Company is dishonored; or
- o. The Borrower failing to supply a copy of the registration certificate of the hypothecated Asset with hypothecation endorsement made in favour of the Company; or
- p. The Borrower failing to file the particulars of the Asset (both old and new vehicle/equipment) as provided in this Agreement; or
- q. If any circumstance or event occurs which is prejudicial to or impairs or imperils or jeopardize or is likely to prejudice, impair, imperil, depreciate or jeopardise the interest of the Company or any security given by the Borrower/Guarantor of any part thereof; or
- r. The Borrower/Guarantor committing breach of any of the terms, covenants and conditions herein contained or any information given or if any of the representations under this Agreement or any other document submitted is found to be false, inaccurate or misleading; or
- s. If subsequent to the grant of the Loan the Borrower and/or the Guarantor/s (when spouse) is/are divorced or any proceeding is taken or commenced or initiated in any family court for the same or otherwise; or
- t. On the death/lunacy or any other legal incapacity of the Borrower; or
- u. Upon happening of any substantial change in the constitution or management of the Borrower or reorganization of the Borrower without previous written consent of the Company or upon the management of the Borrower ceasing to enjoy the confidence of the Company; or

- v. The Borrower/Guarantor is in breach of any other loan/facility/any agreement with any other person; or
- w. The Borrower/Guarantor commits any default under any other agreements with the Company in which the Borrower/Guarantor is either a Borrower/Guarantor; or
- x. Any defect/infirmity in the guarantee provided by the Guarantor/s rendering the guarantee ineffective/inoperative; or
- y. If it becomes unlawful for the Borrower to perform any of its obligations under this Agreement or any other related document or it becomes unlawful for the Guarantor or any other person (includes the Borrower) to perform any of its obligations under this Agreement; or
- z. This Agreement or any other related document, whether executed by the Guarantor or any other person (includes the Borrower) becomes ineffective or unlawful or is declared void or is alleged by the Borrower or Guarantor or any other person be ineffective, unlawful or void for any reason; or
- aa. The Borrower/Guarantor repudiates or evidences an intention to repudiate this Agreement or any other related document; or
- ab. In the event of happening of natural calamities/force majeure conditions, causing deterioration in the value of Asset (judgment over which the Company shall have an absolute discretion); or
- ac. If the Loan or any part thereof is utilized for any purpose other than the purpose for which it is applied by the Borrower and sanctioned by the Company; or
- ad. Any event or series of events occurs which, in the opinion of the Company, is reasonably likely to have a material adverse effect on the repayment ability of the Borrower; or
- ae. The status of the Borrower/Guarantor changes from resident to non resident; or
- af. If any attachment, distress, execution or other process against the Borrower/Guarantor, or any of the hypothecated Asset/s is enforced or levied upon; or
- ag. If the Borrower or the Guarantor is charged or convicted by any Court of law or Government authorities for any offence; or
- ah. If the Borrower/Guarantor dispute any of the terms under this or any other agreement entered into with the Company or its affiliates; or
- ai. If any event of default or any event which would constitute an event of default happens, the Borrower shall forthwith give the Company notice thereof in writing specifying the occurrence of such event of default. The Borrower/Guarantor shall also promptly inform the Company if and when any statutory notice of winding up under the provisions of the Companies Act, 2013 or any other law or of any suit or legal process intended to be filed/initiated against the Borrower/Guarantor is received by the Borrower/Guarantor; or On the question whether any of the above events/circumstances has occurred, the decision of the Company shall be final, conclusive and binding on the Borrower/Guarantor; or

11. REPOSSESSION, TERMINATION AND COMPANY'S OTHER RIGHTS:

- a. On the occurrence of any of the aforesaid Events of Default contained in Article 10, the rights of the Borrower over the Asset shall stand determined void ipso facto without any notice and the Borrower shall be bound to deliver forthwith the Asset to the Company in the same condition in which it was originally received by him with all accessories/modifications done by Borrower whatsoever, ordinary wear and tear excepted and if the Asset is a vehicle, original Certificate of Registration with applicable Forms as prescribed in the statutes and/ or Rules made thereunder shall also be delivered to the Company along with the Asset. Failure or refusal of the Borrower to surrender the Asset shall constitute unlawful retention for which the Company shall be entitled to initiate legal action, without prejudice to other rights/ legal remedies available to the Company.
 - i. **Notice:** In case of any default in repayment including an occurrence of any of the aforesaid Events of Default and/or failure to surrender the Asset as mentioned herein above, the Company shall cause a **7 day notice** to be issued to the Borrower at his address as registered with the Company. The notice shall be deemed to be served on the Borrower on the second working day following the date of posting or the actual date of receipt whichever is earlier even if the notice so served returns unserved for whatever reason and the confirmation from any authorized officer of the Company for having posted the notice to the Borrower shall be final and binding in this regard.
 - ii. **Repossession:** In case the Borrower fails to make payment of the dues or surrender the asset to the Company and/or rectify the breach of the terms of the contract in compliance with the notice mentioned above, to the satisfaction of the Company, without prejudice to its other rights available under the Agreement, the Company may be entitled to take

possession of the Asset (referred to as "repossession") and for the said purpose, enter any place or places where the Asset may then be or is likely to be, remove or take possession of the same. The Borrower agrees and undertakes not to prevent or obstruct the Company from exercising its right of repossession of the Asset in the event of default by the Borrower. It shall be the sole responsibility of the Borrower to remove any goods (perishable, non-perishable) available in the Asset at the time of its repossession by the Company and the Borrower shall make his/their own arrangements to transfer such goods from the said Asset to and transport it back at his own cost and expenses and the Company shall not be liable to the Borrower for any damage, depreciation value, loss in transit etc. or for any damages arising on account of non-delivery of the same to anyone during or after such repossession.

- iii. Post Repossession: Upon taking possession of the Asset, as a final chance to rectify the default, a 7 days notice shall be caused by the Company to the Borrower to repay the termination price (which includes the charges and expenses incurred for taking possession of the Asset including the legal expenses). The notice shall be deemed to be served on the Borrower on the second working day following the date of posting or the actual date of receipt whichever is earlier even if the notice so served returns unserved for whatever reason and the confirmation from any authorized officer of the Company for having posted the notice to the Borrower shall be final and binding in this regard.
- iv. Waiver of Notice: Notwithstanding anything to the contrary contained in this Agreement, the said notices mentioned here in above can be waived at the discretion of the Company, on the happening of any of the Events of Default specified in Article 10 (c), (d), (g), (i), (q), (t), (af) and (ag).
- v. On payment of the termination price within the time and manner stipulated in the notice mentioned above, the Company shall return the repossessed Asset to the Borrower or his authorized representative to be specified in writing by the Borrower. In case of failure on the part of the Borrower to make payment of the termination price within the time and manner stipulated in the notice mentioned above, the Company shall sell, dispose of the asset in the manner it may deem fit without any further notice to the Borrower notwithstanding exercising any other legal remedy or right against the Borrower available to it.
- vi. The Borrower hereby irrevocably authorizes the Company to sell/transfer/assign the Asset without the intervention of Court either by private treaty or public auction or in such other manner as the Company may deem fit. The Borrower shall not be entitled to raise any objection regarding the regularity of the sale and/or actions taken by the Company nor shall the Company be liable/responsible for any loss that may occasion by the exercise of such power and/or may arise from any act or default on the part of any broker or auctioneer or other person or body engaged by the Company for the said purpose.
- vii. The Borrower shall forthwith deliver to the Company all original certificates and policies of insurance including Certificate of Registration (where the Asset is a vehicle), keys and all other documents relating to the Asset. In the event of the failure of the Borrower to do so, the Company shall be entitled to immediately apply to the concerned authorities and obtain the documents afresh, expenses for which shall be charged to the account of the Borrower and shall form part of the amount payable on the determination of this Agreement. The Borrower agrees and undertakes that he shall not raise any objection for such application by the Company.
- viii. Upon sale of the Asset and adjustment of the sale proceeds towards the Loan dues (which includes the expenses/charges incurred for parking, sale of Asset, in addition to the termination price), if there is any shortfall amount due and payable, the same shall be made good by the Borrower and/or the Guarantor. If there is any surplus amount available after such adjustment, the Company shall, subject to the right of lien and Set-off against the Borrower and Guarantor, refund the balance, if any to the Borrower.

b. Termination:

On the surrender of the Asset by the Borrower or repossession thereof by the Company, notwithstanding the Term of Loan specified in the Schedule, the Agreement shall stand terminated without any notice. Without prejudice to the foregoing and/or any of the terms contained in this Agreement on termination, this Agreement may also stand terminated:

- i. by efflux of time on expiry of the Term of Loan specified in Agreement; or
- ii. earlier by a notice in writing from the Company to the Borrower and Guarantor, of its decision to do On such termination, the Company shall have like powers of repossession of the Asset as in a case where any Event of Default

had occurred.

On termination in any manner as above:

- iii. The Borrower and Guarantor shall not thereafter be entitled to the benefit of payment by installments of the amounts remaining payable which shall fall due immediately together with amount already in arrears, whether by way of installments, Penal Charges or on any other account whatsoever.
- iv. The Borrower shall be liable to pay Penal Charges on the termination price at the rate mentioned in the Schedule, calculated from date of termination until realisation of the payment in full.

c. Company's Other Rights:

- i. It is specifically agreed between the parties that the charge created by the Borrower and/or the Guarantor as the case may be, with the Company under any other agreement shall be continuous regardless of all the dues under the said agreement being paid and the Company shall be at liberty to withhold the No Objection Certificate (NOC) on even completed agreements and to repossess and sell the Asset/s, without intervention of courts, hypothecated under any other agreements towards realization of dues payable under this Agreement.
- ii. In the event of sale of the Asset hypothecated under this Agreement or in the agreements connected hereto or enforcement of any other Security provided by the Borrower/ Guarantor, in pursuance of this Agreement, the Company shall not be liable for any loss or deficiency in the amount realized or answerable for any decrease in the value of the Asset/Security. Such sale shall be done by the Company without any accountability to the Borrower and the Guarantor and the Company shall not be liable for loss/ damage/ diminution in value of Asset/Security on account of exercise or non exercise of rights by the Company and the Borrower/Guarantor shall not be entitled to raise any claim against the Company on the grounds that a larger sum or amount might or ought to have been received or dispute their liability for the remaining dues under this Agreement.
- iii. Without prejudice to the rights of the Company to initiate any legal proceedings for recovery of the outstanding, the Borrower and the Guarantor expressly accept that the Company shall be entitled to appoint third parties as it may deem fit and such third parties can carry out all or any of its functions, rights and powers under this Agreement including the authority to collect dues from the Borrower, without any prior consent of the Borrower.
- iv. It is expressly agreed and understood that the repossession and/or sale of the Asset on occurrence of any Event of Default shall not be a condition precedent for the enforcement of claim for any amount due under this Agreement by the Company against the Borrower and/or Guarantor personally.
- v. Any inability, failure or omission on the part of the Company to repossess the Asset shall not affect its right to terminate the Agreement at any time if it so decides, nor shall constitute condonation of the default or waiver thereof or affect the right of recovery of all amounts due under the Agreement personally from the Borrower and or Guarantor.
- vi. Notwithstanding anything stated elsewhere in this agreement, the continuation of the loan after such termination, shall be at the sole and absolute discretion of the Company and the Borrower's outstanding shall be payable to the Company, as decided by the Company at the relevant time. The Company may, at any time, at its sole discretion and without assigning any reason whatsoever, call upon the Borrower to repay the Borrower's outstanding and thereupon the Borrower shall, immediately on being so called upon, pay the whole of the Borrower's outstanding to the Company without any delay whatsoever. The amount of dues stated to be payable by the Borrower shall be final and binding on the Borrower.
- vii. In case there is a suspicion, indication of wrongdoing or fraudulent activity with respect to the loan and/or other financial transactions of the Borrower, the Company shall be entitled to conduct an audit on its own through its employee(s), agent(s) and/or an external audit through external auditor(s)/accountant(s) of Company's choice at the Borrower's costs and expenses. The Borrower shall allow the Company's employee(s), agent(s), accountant(s)/auditor(s) access to its office(s)/premises and to all their records and furnish whatever information/records required by them for the purpose of the said audit. On the basis of the audit report(s) received by the Company from its employee(s), agent(s) and/or external auditor(s)/accountant(s) or on the basis of the relevant materials/records available with the Company and its own investigation / assessment in the event where the audit report(s) submitted remains inconclusive or is delayed due to non-cooperation by the Borrower, the Company shall

conclude on status of the loan account as a fraud or otherwise. The Company will follow the extant guidelines of the RBI in concluding the status of loan account as a fraud or otherwise.

- viii. In the event of the Borrower is holding more than one loan account or the group company(ies) of the Borrower holding loan accounts with the Company, if one loan account of the Borrower is identified as a fraud by the Company, the Company shall be entitled to examine/conduct aforesaid audit with respect to the other accounts of Borrower/its group company(ies) wherein one or more promoter(s) / whole-time director(s) of the Borrower are common.
- ix. The Company shall also be entitled to report the incidents of fraud in the loan accounts of the Borrower/its group companies to appropriate law enforcement agency(ies) such as police, other relevant authorities and/or RBI.

12. APPROPRIATION:

- a. The Company shall have a right to appropriate any payment due and payable under the Loan Agreement and made by the Borrower towards dues in any order the Company deems fit, towards the following:
- Repayment of principal due.
 - Interest.
 - Penal Charges, if any.
 - Interest on costs, charges, expenses and other monies.
 - Premium on Preclosure, if applicable.
 - Costs, charges, expenses and other monies.

It is specifically agreed between the parties hereto that if the Borrower/Guarantor has, besides this Agreement, already entered into or in future enters into, any other loan / hire purchase /lease or other Agreement/s with the Company either in his/their name or in the name of his/their nominees or representatives, as either a Borrower/hirer/lessee or Guarantor, then:

- b. any payment made by the Borrower/Guarantor or his/their nominees, representatives as the case may be under this Agreement, shall be treated as only an "on account payment" and shall be appropriated by the Company at its sole discretion to the account of any of the agreements entered into by the Borrower, his/their nominees or representatives with the Company, whether during its tenure or thereafter as the Company deems fit regardless of any specific instructions to the contrary.
- c. the Company shall be at liberty to take possession /sell the Asset mentioned in the Schedule towards realization of the dues payable by the Borrower or his/their nominees, representatives under any other agreement entered into by them with the Company regardless of all the amounts due and payable under this Agreement are paid and settled and without prejudice to the Company's other rights vested under such agreement/s.
- d. The charge created by the Borrower or the Guarantor as the case may be under any other agreement with the Company shall be continuous and the Company shall be at liberty to withhold the No objection Certificate (NOC) even on completed agreements and to repossess and sell the Asset/s, without intervention of courts, given to the Borrower under any other agreements towards realization of the dues payable by the Borrower or the Guarantor under this agreement.
- e. Without prejudice to the rights of the Company stated hereunder the Borrower/Guarantor hereby agrees and consents that the security provided under this agreement shall also act as a continuing security against all the outstanding borrowings, if any, with the Company under any other agreement and the Company shall have the absolute discretion to liquidate and appropriate the security provided under this agreement to settle all such outstanding of the Borrower/Guarantor under any other agreement notwithstanding the fact that there may not be an event of default under this agreement.

13. COVENANTS AND REPRESENTATIONS OF THE BORROWERS AND THE GUARANTOR:

The Borrower and Guarantor do hereby confirm and declare the following to the Company

- a. That the Borrower and Guarantor are Ordinary Resident Indian Citizens and will continue to remain so during the tenure of this loan.
- b. The Borrower/Guarantor has adequate legal capacity to enter into and execute this Agreement. The Borrower/Guarantor is not restricted or prevented in any manner under any law, statute, judgment, decree, ruling, contract or otherwise from executing and undertaking the obligations in the manner provided in this Agreement. Upon execution, this Agreement shall be a valid and legally binding commitment of the Borrower/Guarantor enforceable against him in terms of this Agreement. The

Borrower/Guarantor (in case of being a Company/limited liability partnership firm/ other body corporate) is duly organised and existing under the laws of India with due power and authority to enter into this Agreement to which it is a party and their representatives are also duly authorised

- c. The execution of this agreement is not in conflict with any law/constitutional documents, or with any other document which is binding on the Borrower/Guarantor.
- d. No encumbrance of any nature or any lien exists over the Asset mentioned in the Schedule.
- e. The Borrower/Guarantor has obtained and done all that is necessary to give full force and effect to all authorisations, approvals, consents, licenses and permissions required in relation to this Agreement, collateral documents and the hypothecated Asset.
- f. That all statement of accounts sent by the Company or by any other authorised representative of the Company are acceptable by the Borrower and Guarantor and shall be conclusive proof of the correctness of any sum claimed to be due from the Borrower.
- g. That any notice or correspondence shall be addressed at the address given by the Borrower/Guarantor, and the same would be deemed to have been served on the addressee within 3 days from the date of its dispatch and that in the event of any change in the address of the Borrower and Guarantor, they shall forthwith intimate the same to the Company failing which service of a notice or correspondence to the address last given by them shall be deemed to be served on them.
- h. That the Company shall be entitled to sell, assign or transfer the Company's right and obligations under the Agreement to any person(s) of the Company's choice in whole or in part and in such manner and or such terms as the Company may decide without any notice to the Borrower/Guarantor and that any such sale, assignment or transfer shall be binding on the Borrower/Guarantor and that they shall not be entitled to directly or indirectly assign the benefit or obligation of this Agreement.
- i. That absence or infirmity of borrowing powers on the part of the person representing the Borrower or any irregularity in the exercise thereof shall not affect the rights of the Company against the Borrower and Guarantor under this agreement notwithstanding such absence, infirmity or irregularity.
- j. The Borrower/Guarantor has paid all taxes and statutory dues payable by him and has not received any demand, claim or notice from any person or authority. Further the Borrower shall bear and pay all taxes, assessments, rates, duties, charges and other imposts, outgoings and obligations, existing as well as future, in respect of the transaction and the Hypothecated Asset to the Government, Municipal Corporation, Regional Transport Authority or any other authority and produce receipt of payment when demanded. Further, the installments shall automatically stand increased by any rates, charges, imposts, levies and/or monies whatsoever that are or may be levied on the installments by the Government or the transaction hereunder or which are or may become payable by the Company by virtue of entering into this Agreement.
- k. The Borrower would ensure, where the Asset is a vehicle, that it shall be used in compliance with the Motor Vehicles Act or Rules framed thereunder and as per the laws of the land.
- l. Assures that no suits, actions or claims of any nature whatsoever is/are pending or are likely to be filed or taken (whether civil or criminal or otherwise) against the Borrower/Guarantor.
- m. Assures that the Company shall be under no liability towards any claim regarding the Borrower's/Guarantor's rights or position with respect to any law relating to taxation or any other matter.
- n. Utilise the entire Loan only for the purpose of purchase of the Asset mentioned in the Schedule hereunder or in case of refinance to such use as disclosed by the Borrower and shall not use the same for speculative including investment in capital market or real estate/antisocial/illegal activities.
- o. The Borrower shall not be entitled to call upon the Company to refrain from presenting any cheque and/or any instruction for payment to the bank on account of "Stop Payment" instructions or for any reason whatsoever and if the Borrower does so, the Company shall nevertheless be entitled to present the cheque(s) and/or carry out any instructions given to the Company for payment.
- p. Shall obtain the prior written permission of the Company before borrowing any amount from other banks, financial institutions.

- q. In case of the Asset being a vehicle, get the same registered in his name within such time as provided under Motor Vehicles Act, 1988 as amended and in force from time to time and ensure that the hypothecation in favour of the Company is duly endorsed and recorded in the certificate of registration and submit a copy hereof to the Company without any delay.
- r. Be solely responsible for getting delivery of the Asset from the manufacturer or the dealer and verifying fitness, quality, condition, etc. of the same and shall intimate the Company immediately upon taking delivery of the Asset.
- s. Not apply for any duplicate Certificate of Registration, otherwise than by delivering the application thereof to the Company for endorsing its charge on the vehicle(s).
- t. If the Asset has not been delivered to or in the case of vehicle has not been registered in the name of the Borrower at the time of execution of the Agreement, the particulars of the hypothecated Asset that are not available at such time shall be intimated by the Borrower in writing within one week of such delivery/registration as the case may be.
- u. Within one month of taking delivery of the Asset/vehicle, submit the original invoice and copy of the Registration Certificate, if applicable and Insurance Policy ensuring that the hypothecation in favour of the Company is duly endorsed therein. If the Borrower fails to submit the same as stipulated above, he shall pay a Penal Charge as stipulated in the Schedule to this Agreement until due submission thereof and the same is without prejudice to the other vested rights of the Company contained herein.
- v. Duly and punctually comply with all laws, regulations and rules etc., and make payments of all charges levied or leviable in respect of the Asset. The Borrower shall be solely responsible for use, operations and maintenance of the hypothecated Asset and any liability arising therefrom.
- w. Ensure that the certified true copies of the Insurance Policy and the subsequent renewal certificates thereof are deposited with the Company. The Borrower shall assign/endorse to the Company every such policy and shall pay to the Company all proceeds of any policy received by the Borrower.
- x. Promptly pay the insurance on the Asset and provide copies of the receipt to the Company. In case the Borrower does not pay the insurance, the Company shall have the right to pay the same and seek reimbursement from the Borrower. If the Borrower does not reimburse the amount within three days from the receipt of notice, the same together with interest as specified in Schedule will become due and payable to the Company along with the other dues.
- y. Promptly inform the Company in writing of any loss or damage to the hypothecated Asset and pursue necessary claims with the insurers for the same; provided, any such loss or damage shall not relieve the Borrower or Guarantor of liability irrespective of whether or not the claim is admitted by the insurer.
- z. Not use the hypothecated Asset for any improper or illegal or unlawful activities or adapt or alter the Asset for any act, which is improper or illegal or unlawful.
- aa. Maintain the Asset in good order and condition and shall make all necessary repairs, additions and improvements thereto during the pendency of the Loan. Always keep the Company informed of the location of such Asset/vehicle. The Borrower shall not remove or allow to be removed the Asset/vehicle from the said location or store the Asset vehicle at any other place without the Company's written consent.
- ab. Inform the Company, in writing of loss, destruction or misplacement of the Registration Book of the Asset or the insurance policy relating to the Asset, within three days of such damage or lodgment of claim. In such an event, the Company may, without prejudice to its other rights under this Agreement, require the Borrower to take such steps as may be necessary to protect the interests of the Company.
- ac. Not allow to suffer any attachment or distress to be effected over the Asset or any part thereof or allow anything that may prejudice or endanger the security herein.
- ad. Do such acts, deeds, assurances, matters and things as may be required by the Company for further assuring and confirming the Security created herein and the rights, powers and remedies hereby conferred and execute such document(s) at Borrower's own cost as may be required in this regard.
- ae. Compensate and agree to keep the Company compensated and hold harmless from and against all costs, expenses, claims and actions (including third party liability in case of accidents, damage or otherwise) and make good all payments and expenses including legal costs, fees and expenses to take possession, insurance and sale of the Asset including all

payments for rent or taxes for or on account of any matter or thing whatsoever paid or done by the Company and from all costs, charges and expenses properly incurred in protecting, prosecuting, defending or establishing their rights to or the property in the Asset.

- af. Not sell, transfer, create charge, assign, mortgage, pledge, hypothecate, let on hire or surrender or howsoever part with the possession of the Asset or deal with the Asset or any part thereof without the express written permission of the Company previously obtained except to the extent herein mentioned.
- ag. Not have the vehicle re-registered wherein the Asset is a vehicle, in any other State without the consent of the Company in writing.
- ah. At all times until release of the Asset from hypothecation, permit the Company and its officials, agents or men to inspect the Asset and to enter upon any premises where it may be kept; right of inspection shall not be denied or evaded at any point of time by the Borrower.
- ai. If considered expedient by the Company to recover the Asset/vehicle for the purpose of carrying out repairs, agree and facilitate the same.
- aj. Be liable to pay to the Company any expenses incurred by it in collecting or attempting to collect the payments due to the Company, including the expenses of postage, telegrams, telex, registered posts, telephone calls, legal proceedings and additional expenses of the representatives deputed for making collections, etc.
- ak. All particulars, representations, declarations and information given by the Borrower are true, correct, complete and up to date, valid and subsisting in all respects and no information has been withheld. The Borrower shall provide necessary updation wherever required. Promptly notify the Company of any litigation, arbitration, administrative or other proceedings initiated against the Borrower.
- al. In case the Borrower is an entity other than individual then it shall comply with all applicable laws binding on them or their business.
- am. In case the Borrower is a Company, the Borrower has the power to avail this facility and the total borrowings are within the prescribed limit.
- an. The Borrower shall comply with and be bound by the Company's rules as may be prescribed by the Company from time to time.
- ao. That the Company has a right of lien on all related accounts of the Borrower/Guarantor including such other accounts that may be entered into later/found to be related to the Borrower/Guarantor later (related accounts in this regard shall mean and include all accounts where the Borrower is a Guarantor and the Guarantor is a Borrower under any financial facility availed from the Company).
- ap. The Borrower/Guarantor confirms that he/his family members/close relatives are not a politically exposed person as defined by the KYC guidelines of RBI. The Borrower/Guarantor further undertakes to intimate the Company immediately upon any change in the above status.
- aq. The Borrower hereby undertakes that he/she shall not engage directly or indirectly in any activity which is in the exclusion list of the institutions such as International Finance Corporation and Asian Development Bank or engage in any activity which could endanger or adversely impact the social and economic environment of the country.
- ar. That the Company shall have the right to classify the Borrower and/or the Guarantor, as the case may be, as wilful defaulter on occurrence of a wilful default and report the same to the credit information companies(CIC) and publish the name, photograph of the wilful defaulter (including proprietors/ partners /directors/promoters of the Borrower and/or the Guarantor/persons in charge/responsible for the management of the affairs of the Borrower and/or the Guarantor, who have been declared as wilful defaulters) in newspaper(s) and/or such other mode at its sole discretion as deem fit, in compliance with the extent regulations of Reserve Bank of India(RBI). The terms 'wilful default' and 'wilful defaulter' shall have the meaning as ascribed to it under the Reserve Bank of India (Treatment of Wilful Defaulters and Large Defaulters) Directions, 2024, as amended or repealed from time to time.
In respect of the classification of the wilful defaulter, the Borrower and Guarantor further covenants that:
 - i. Neither the Borrower nor any of its directors/promoters/partners/ persons in charge/responsible for the management of the

affairs of the Borrower, have been declared to be a wilful defaulter. The Borrower shall not induct a person whose name appears in the wilful defaulters list of RBI/CIC as director in case of it being a company or as a partner in case of it being a partnership firm or as in charge and responsible for the management of its affairs. In case such a person so appointed and continuing as director/partner/in charge of the Borrower is found to be a wilful defaulter, the Borrower shall take expeditious and effective steps for removal of that person as director /partner/ in charge and responsible for the management. It is clarified that under no circumstances, the Company shall renew/ enhance/ provide fresh credit facilities or restructure existing facilities provided to the Borrower so long as the name of its promoter and/or the director(s) and/or the person in charge and responsible for the management of the affairs of the entity remains in the list of wilful defaulters.

ii. The Loan or any part thereof shall be utilised only for the purpose for which it is sanctioned and the Loan shall not be "diverted" or "siphoned off" or used for any other purposes. If the Company desires a specific certification from the Borrower's auditor(s) regarding diversion/siphoning of funds by the Borrower, the Company shall have the right to award a separate mandate to the auditor(s) of the Borrower for the purpose. However, if the Company so desires, Company shall be within its rights to get the Borrower's accounts audited by any of its employee(s)/the chartered accountant(s)/ auditor(s) of Company's choice for checking diversion/siphoning of funds, if any, at the Borrower's costs and expenses. The Borrower shall allow the Company's employee(s), chartered accountant(s)/auditor(s) access to its office(s)/premises and to all their records and furnish whatever information/records required by them for the said purpose.

as. "BENEFIT OF AGREEMENT" This Agreement shall be binding upon and enure to the benefit of the Borrower hereto and his/her/its heirs, executors, administrators, legal representative and successors. In case of death of the Borrower, such above-mentioned person/s shall do the following: (i) Replace the post dated cheques/ NACH or ECS mandates insurance premium cheques, fees, charges and residual cheques signed by the deceased Borrower, in the same manner as provided in this Agreement as if he were the Borrower in the first instance. (ii) Apply under Motor Vehicles Act and get the vehicles transferred in his name (iii) Execute a fresh agreement, power of attorney and such other documents as may be required by the Company.

Notwithstanding the above, the Company shall be entitled to exercise its sole discretion in determining whether or not to continue the Agreement with the legal representative. In case the legal representative does not or refuses to follow the above procedure or does not meet the Company's credit and other requirements, the Company shall be entitled to, at its sole discretion repossess/dispose of/sell/transfer the Asset/vehicle to any third party and the short fall on such recovery shall be recovered from the legal representative.

14. EXCLUSION:

- a. This Agreement has been entered into between the Company and the Borrower, based on the express desire and request of the Borrower to obtain Loan for purchase/refinance of the hypothecated Asset mentioned in the Schedule. It is expressly agreed that all details, specifications, descriptions of the Asset/s are those within the knowledge of the Borrower, who has identified and decided on the Schedule mentioned Asset, the dealer/manufacturer from whom to be purchased and price of the same. The Borrower acknowledges that the entire risk of non performance, breach or supply of inferior or damaged Asset shall be entirely upon him and the Company shall not be responsible or liable to the Borrower in that regard.
- b. Without prejudice to the generality of the foregoing, the Borrower acknowledges and agrees with the Company as under:
 - i. That the Schedule mentioned Asset to be given is of a size, design, capacity and manufacture selected by the Borrower,
 - ii. That the Borrower is satisfied that the Asset mentioned in the Schedule is suitable for the purpose intended to be used by him.
 - iii. That the Borrower has identified the Asset to be given, and relies on his own judgment in the selection of the Asset mentioned in the Schedule and not on any statements made by the Company or its officials, agents or servants.
 - iv. That there will be no warranty of fitness or that the Asset mentioned in the Schedule is merchantable.
 - v. That the Asset to be purchased shall be accepted by the Borrower with all faults and defects (if any) as received from the dealer/manufacturer (as the case may be).
 - vi. That the Company has not made and does not hereby make any representation or warranty with respect to the merchantability, condition, quality, durability or suitability of the Asset in any respect.

- vii. That all promises warranties and conditions, express or implied by statute or otherwise whether given hereunder or collateral hereto otherwise, are hereby excluded,
- viii. That the rights of the Company shall not be affected and the obligations of the Borrower shall be enforceable notwithstanding any liability, claim, loss, damage or expense of any kind or nature:-
1. caused directly or indirectly due to non delivery, delay in delivery of the Asset from the manufacturer or dealer, any demurrage, cost or the quality/condition/fitness of the Asset or any inadequacy thereto for any purpose or any defect therein or by the use thereof.
 2. in relation to any repairs, servicing, maintenance, or adjustments thereto, or to any delay in providing or failure to provide the same in relation to any interruption or loss of use thereof or any loss of business or any damage whatsoever and howsoever caused.
- ix. That the Borrower is obliged to pay the Installments and other amounts as and when they are due under this Agreement on their Due Dates, regardless of whether the Asset is/are delivered or not or for any reason whatsoever. However, in case the Asset is not delivered to the Borrower/delivery not taken by the Borrower, within 3 months from the date on which the Company makes full/part/or any disbursement to the dealer or any disbursement, the Company may, at its sole option and discretion, terminate this Agreement and on such termination, the Borrower shall pay to the Company, whatever amounts have been paid by the Company pursuant to this Agreement whether as payment towards advances, booking costs, etc to the dealer or the Borrower or to any other person pursuant to these presents. Such amounts shall be reimbursed by the Borrower to the Company together with Penal Charges chargeable from the date on which such amounts have been paid by the Company until actual date on which the Borrower repays the amount to the Company.

15. USE OF THE ASSET:

- a. The Borrower shall ensure to use the hypothecated Asset only for the lawful business and shall also use the same in such a manner not to offend or violate any statutory provision relating to prohibition, excise and other Acts, Central or State.
- b. The Borrower undertakes to keep the Asset covered by a valid permit wherever necessary during the continuance of this Agreement and to use the Asset only for the purpose mentioned in the proposal form submitted by the Borrower at the time of availing the financial facility and strictly in accordance with the terms and conditions laid down in the permit, if any, issued to him by the Registering Authority having jurisdiction over purchase, storage, usage of the Asset/s.
- c. The Borrower undertakes not to use the Asset either by himself or through his servants or agents for any purpose not permitted by the terms and conditions of the insurance policy nor do or permit to be done any act or thing which might render the Insurance invalid and in particular, not to use the Asset/vehicle for transport of goods, articles, etc. in contravention of any of the provisions of the Acts of Central and State Legislatures relating to Forest, Excise, Customs, Sales-tax, Prohibition, Opium, Railway Property, Unlawful Possession, Gold Control, etc. and not to engage it in any unlawful or illegal activity and the Borrower shall be responsible for any damage or loss sustained by the Company in respect of the Asset, as a result of such wrongful or unlawful use. The Borrower undertakes to use the Asset only for the use indicated by the Borrower to the Company and as stated in this Agreement, at his own cost and expense.
- d. The Borrower shall ensure to keep the said Asset in his own custody and control, in good substantial working order, repair, maintain and not remove the said Asset from his address or other permitted address without the previous consent of the Company in writing.
- e. The Borrower shall obtain the pollution emission clearance certificate from time to time in respect of the Asset, being a vehicle.

16. INSURANCE AND MAINTENANCE:

Immediately upon execution of this Agreement and until release of the Asset from hypothecation and full settlement of the Loan by the Borrower to the satisfaction of the Company:

- a. The Borrower shall keep the Asset fully and properly insured at his cost against risks of fire, riots, civil commotions, floods, earthquake, tsunami, theft and all such risks to which the Asset is normally exposed through necessary, comprehensive or other policies of insurance, besides against unlimited third party liability risks.
- b. The Company shall have the right to receive any payment from insurers under any claim for loss or damage to the Asset. The Borrower hereby irrevocably authorises the Company to claim insurance proceeds and appropriate the same thereof against

the amount due and payable under this Agreement. The Borrower shall not dispute or contest the entitlement of the Company to receive payment from the insurers and shall if necessary, execute necessary letters, vouchers, discharge or other documents to facilitate receipt of payment by the Company. The Borrower shall comply with all directions with respect to insurance policy and its renewal, as may be stipulated by the Company from time to time.

- c. The Borrower shall punctually pay all premia and other sums required for keeping the said insurance effective and produce and deliver the certified true copies of the Insurance Policy and the subsequent renewal certificates thereof to the Company. The Borrower shall assign/endorse to the Company every such policy. Each insurance policy shall be in the name of the Borrower with the requisite endorsement in favour of the Company as 'Loss payee' and additional endorsement in favour of the Company's bankers, if so required by the Company.
- d. The Company may at its sole discretion get the insurance done on behalf of the Borrower, by being a facilitator and the Borrower shall reimburse the cost of such insurance. Nothing herein contained shall be construed as a commitment by the Company to keep the Asset insured, which shall be the duty of the Borrower and no claim shall be made against the Company for any loss or damage to the Asset by reason of it remaining uninsured.
- e. At the request of the Borrower the Company may at its sole discretion also finance the insurance premium for insuring the Asset/s and/or the risk of personal accident, hospitalization, critical illness of the Borrower and/or for amount of loan, by way of insurance policy with the Company name being marked as a loss payee. At the specific request of the Borrower/s, the Company may make such payments directly to the insurance company at its respective due dates on behalf of the Borrower and such insurance premium and other charges shall form part of the Loan amount.
- f. The Borrower shall not use the Asset for any purpose not permitted by the terms and conditions of the insurance policy and shall not do or permit to be done any act or thing, which might render the insurance invalid.
- g. The Borrower shall, at his cost and without undue delay carry out repairs to the Asset occasioned by any accident or for any other reason and shall produce bills in respect of insurance claim to the insurance company for settlement. If there are no over dues against the Borrower, the Company shall pass on to him such benefits as the Company receives from the insurance company in respect of any claim.
- h. The Borrower shall ensure to maintain and keep the Asset/s in good and serviceable order and condition to the satisfaction of the Company and bear all expenses of repairing and maintaining the same whether occasioned by fire, accident or otherwise.
- i. The first claim on any insurance proceed during the subsistence of this Agreement shall be that of the Company and the Borrower irrevocably authorises the Company to act at the Borrowers risk and cost and on the Borrowers behalf to take necessary steps actions and proceedings and compromise any claim as the Company deems fit, to safeguard the interest of the Company and receive such claims. The Borrower shall not be entitled to raise any claim against the Company in case the Company chooses not to take any action in this regard. Such an act of the Company shall not be construed as a waiver of any rights under this Agreement. In case of an insurance claim, the Company at its sole discretion shall receive and appropriate the claim proceeds. In case of total loss to the Asset, if the amount settled by the insurance company is less than the amounts payable by the Borrower and due to the Company as per the Agreement, the Borrower hereby undertakes to immediately pay the Company the balance outstanding amount. The Borrower hereby agrees and undertakes not to raise any dispute with regard to the settlement arrived at by the Company with the insurer.

17. LIABILITIES OF GUARANTOR:

- a. The Guarantor hereby guarantees to the Company that in the event of the Borrower failing to pay the Installments on the Due Dates or discharge any of his liabilities under this Agreement, the Guarantor assures, undertakes and holds himself liable to the Company to pay on demand any such amounts without dispute or demur. However, any failure or delay on the part of the Company to make a demand on the occurrence of any default shall not relieve the Guarantor of liability under this Agreement.
- b. The Guarantor's liability hereunder shall be co-extensive with that of the Borrower for all amounts remaining outstanding inclusive of Installments, interest, Penal Charges, charges, fee, costs and any other dues whatsoever payable by the Borrower to the Company under this Agreement.
- c. The Guarantor agrees that his liability shall be that of a primary obligor and not merely as a surety and the guarantee shall not be impaired or discharged by reason of any facility or time given by the Company to the Borrower or any indulgence or forbearance shown in payment of any dues or repayment of the said loan under this Agreement or in respect of any security

proposed to be created. The Guarantor further agrees that any such facility, time or indulgence granted or forbearance shown shall be deemed to have been given after due notice to and with the Guarantor's consent.

- d. The Company's rights against the Guarantor shall remain in full force and effect notwithstanding any arrangement which may be reached between the Company and other Guarantor, if any, or notwithstanding the release of that other's liability, the Company shall be at liberty to require the performance by the Guarantor of his 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.
- e. The Guarantor hereby agrees that without his consent/concurrence, the Borrower and the Company shall be at liberty to vary, alter, or modify the terms and conditions of this Agreement and/or of the security created and/or of the security documents, executed by the Borrower in favour of the Company and in particular defer, postpone or revise the repayment of the Loan and/or payment of interest and other monies payable by the Borrower to the Company on such terms and conditions as may be considered necessary by the Company including any increase in the rate of interest in accordance with the provisions of this Agreement. The Company 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 Company to secure the Loan.
- f. The Company shall have full liberty to exercise, without notice to the Guarantor and without in any way affecting this guarantee, at any time and in any manner any power or powers reserved to the Company under this Agreement to enforce, or forbear to enforce payment of the installments or other monies due to the Company from the Borrower or any of the remedies or securities available to the Company, 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 Company of its liberty in regard to the matters referred to above or by any act or omission on the part of the Company 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 Guarantors and the Guarantor hereby waives in favour of the Company so far as may be necessary to give effect to any of the provisions of this guarantee, all the surety ship and other rights which the Guarantor might otherwise be entitled to enforce.
- g. This guarantee shall be enforceable against the Guarantor notwithstanding that any security or securities for the payment of the Loan shall at the time when the proceedings are taken against the Guarantor on this guarantee, be outstanding or unrealised or lost.
- h. The Guarantor agrees that copy of the statement of accounts of the Company duly certified shall be binding on the Guarantor as the sums due and payable under this Agreement.
- i. The Guarantor's liability hereunder shall not in any way be affected by the bankruptcy or by any petition or resolution or order for bankruptcy of the Borrower being presented, passed or made or by any change in the constitution of the Company or the Borrower.
- j. The Guarantor hereby agrees and declares that the Borrower will be free to avail of further loans or other facilities in addition to the Loan and/or renew the same during the subsistence of this guarantee, in which event the guarantee herein contained will not be affected or vitiated in any way whatsoever but will remain in full force and effect and bind the Guarantor.
- k. The Guarantor agrees that the Company shall have the right to release the security and / or the Asset and the Guarantor's obligations under this Agreement shall not be discharged thereby.
- l. The Guarantor hereby agrees that it shall not be necessary for the Company to exhaust its rights or take any action against the Borrower before requiring the Guarantor to make payment under this Agreement.
- m. The Guarantor agrees to make the payments due and payable under this guarantee when demanded by the Company notwithstanding that a dispute is pending between the Company and the Borrower in respect of any provision of this Agreement or any other related or concerned document.
- n. This guarantee shall be a continuing one and shall remain in full force and effect till such time the Borrower repays in full the loan together with all interests, Penal charges, costs, charges and all other monies that may from time to time become due and payable and remaining unpaid to the Company under this Agreement.
- o. The Guarantor agrees that notwithstanding any defect in or invalidation of this Agreement and/or incomplete documents or writings, this guarantee shall be valid and operative and the Guarantor shall not be discharged from his liability hereunder except by performance of this guarantee.

- p. This guarantee shall not be wholly or partially satisfied or exhausted by any payment made to or settled with the Company by the Borrower and shall be valid and binding on the Guarantor and operative until Repayment in full of all the monies due to the Company under this Loan Agreement.
- q. This guarantee shall be irrevocable and shall be in full force and effect notwithstanding that the Company may have obtained any other guarantee, corporate or personal; to secure the Loan till such time all the dues of the Company including repayment of the Loan along with interest and all other expenses and dues are paid by the Borrower. This guarantee shall be binding upon the Guarantor's heirs, executors and administrators.

18. PRECLOSURE:

- a. The Company, at its sole discretion and on such terms as to preclosure as it may prescribe, permit acceleration of Installments or prepayment at the request of the Borrower. No Preclosure is allowed within six months from the date of Loan disbursement.
- b. The Borrower may prepay the entire outstanding Loan by way of cash or cheque (but not a part thereof) by giving to the Company not less than 21 advance days notice in writing of the Borrower's intention to prepay and paying to the Company in full the outstanding principal amount of the Loan, overdue Installments, interest, Penal Charges and all other monies due and payable by the Borrower under the Agreement to the Company. Preclosure shall be at a fee as prescribed in the Schedule of this Agreement or such rates as decided by the Company will be applicable.
- c. The preclosure amount mentioned in the statement is subject to realisation of the cheques shown in the statement of account and on the assumption that all the payments have been remitted towards the Agreement, failing which, the same will be reversed and become payable along with cheque /mandate bounce charges, Penal Charges and other charges as applicable, on identification, even if it be after issuance of NOC.

19. PENAL CHARGES:

Without prejudice to the Company's rights of termination and any other rights vested under this Agreement, in the event of any delay in the payment of Installment/s or any other amounts due and payable on Due Date/s, the Borrowers shall be liable to pay Penal Charges to the Company at the rate specified in the Schedule on the amounts under default from the Due Date to the date of actual payment of such Installment/s or any other amounts in full to the satisfaction of the Company.

20. ASSIGNMENT AND SECURITISATION:

- a. This Agreement is personal to the Borrower and the Guarantor. The Borrower or Guarantor shall not be entitled to directly or indirectly assign or transfer any of its rights or obligations or benefits under this Agreement to any person without the prior written consent of the Company.
- b. The Company shall be absolutely entitled and have full power and authority to grant, securitise, sell, assign or transfer any or all of its rights, benefits, obligations, duties and liabilities under this Agreement including the right to receive the Installments and Loan balance by way of sale, transfer, securitisation, charge or a security or otherwise to any person or entity without notice to the Borrower/Guarantor and any such sale, assignment or transfer shall conclusively bind the Borrower/Guarantor and the Borrower and the Guarantor shall perform their obligations under this Agreement to such assignee. The Borrower expressly recognizes and accepts that the Company shall be absolutely entitled and have full power and authority to sell, assign or transfer in any manner in whole or in part, all its rights and interest and in such manner and on such terms as the Company may decide including reserving a right to the Company to retain its power hereunder to proceed against the Borrower on behalf of the purchaser, assignee or transferee, to any third party of the Company's choice without reference to or without written intimation to the Borrower.
- c. The Borrower hereby authorizes the Company at the risk and cost of the Borrower to engage one or more person(s) to verify any fact or information furnished by, concerning and pertaining to the Borrower and/or to collect the Borrower's outstanding/enforce security and may furnish to such person(s) such documents, information, facts and figures as the Company deems fit and the expenses in this regard shall be borne by the Borrower.

21. LIEN AND SET-OFF:

- a. In respect of all the Loan accounts and liabilities of Borrower/Guarantor, the Company shall have a lien on all properties of the Borrower/Guarantor which are/will be held by the Company, whether for safe-keeping, collection or otherwise and all moneys

now or hereafter standing to his/her/its credit with the Company on any account and the Company will have the right to proceed against all such securities and property as aforesaid for the purpose of realizing the dues of the Company.

- b. The Company, in its absolute discretion, may combine or consolidate the accounts of the Borrower/Guarantor in the manner acceptable to it for the recovery of amounts due and payable by the Borrower/Guarantor under all or any of the said accounts. The Company may set-off or transfer all moneys belonging to the Borrower/Guarantor standing to its credit of anyone or more of such accounts in or towards satisfaction of the liabilities of the Borrower/Guarantor in any other account whatsoever with the Company, whether such liabilities be actual or contingent/primary or collateral and several or joint.
- c. If upon demand by the Company the balance outstanding in the Loan account is not repaid within the prescribed time, such credit balance in any account of the Borrower/Guarantor, shall be adjusted towards dues under the Loan account. In case of any deficit, the deficit amount may be recovered by the Company from the Borrower/Guarantor.
- d. The Company shall also be entitled to withhold the issuance of NOC, Form-35 and no due letter as long as there is any continuing event of default by the Borrower/Guarantor under any other agreements entered into with the Company. Accordingly, the Borrower/Guarantor hereby agrees and acknowledges that they shall be entitled to obtain the NOC, Form-35 and no due letter only upon full and final settlement of all outstanding dues/charges across all agreements entered into by the Borrower/Guarantor.
- e. The aforesaid rights are available to the Company notwithstanding any agreement between the Borrower/Guarantor and the Company to the contrary and notwithstanding the fact that a particular security given to the Company is earmarked for a particular loan or account.
- f. Nothing contained in these presents shall be deemed to limit or affect prejudicially the rights and powers of the Company under the security documents or letters of guarantee or any of them or under any law.
- g. There shall be no set-off or counter claim by the Borrower/Guarantor and that all payments made by the Borrower under this Agreement must be made without set-off or guarantee or any of them or under any law.

22. COMPENSATION:

The Borrower/Guarantor shall compensate and keep the Company compensated against all actions, suits, proceedings and all costs, charges, insurance premia expenses, losses or damages which may be incurred or suffered by the Company by reason of any false or misleading information given by the Borrower/Guarantor to the Company hereunder or any breach/default/contravention/non observance/non performance by the Borrower/Guarantor of any terms, conditions, agreements and provisions hereunder. The Company shall be entitled to include any amount payable by the Borrower under this clause in the said dues being the subject matter of this Agreement.

23. NOTICE:

Any notice pursuant hereto shall be deemed to be duly given and served if sent by post/courier/telegram/facsimile transmission/e-mail addressed to the Borrower's/Guarantor's address/es mentioned here in above or in such other electronic mode duly notifying the Borrower/Guarantor and such notice other than by way of e-mail/ other electronic modes shall be deemed to take effect on the second working day following the date of the posting or the actual date of receipt whichever is earlier. If the notice is sent through e-mail or any other electronic mode, the notice shall be deemed to be served when the relevant receipt of such notice being read is given, or where no read receipt is requested by the Company, at the time of sending.

24. COSTS AND EXPENSES:

All costs (including advocates fee) charges, expenses, taxes, duties (including stamp duties) in connection with this Agreement, any document executed pursuant hereto and the creation, enforcement, realization or attempted realization of any security shall be borne and paid by the Borrower and the Guarantor. The Borrower and Guarantor shall be liable to pay the Company any expenses incurred by it in collecting or attempting to collect the Installments and any other amounts due to the Company including expenses of legal proceedings and of representatives engaged for collections.

The Borrower/Guarantor shall reimburse all sums paid or expenses incurred by the Company within 3 days from the date of notice of demand from the Company. The said sums shall attract Penal Charges from date of payment till date of reimbursement.

25. WAIVER:

Any delay in exercising or omitting to exercise any right, power or remedy accruing to the Company under this Agreement or any other agreement or document or concession provided by the Company shall not impair any such right, power or remedy and shall not

be construed to be waiver thereof or any acquiescence in any default, nor shall the action or inaction of the Company in respect of any default or any acquiescence by it in any default affect or impair any right, power or remedy of the Company, in respect of any other default.

26. ENFORCEABILITY:

If one or more provisions set forth in this Agreement is invalid or unenforceable, it is agreed that the remainder of the Agreement shall nevertheless be enforceable and that, to the extent permitted by law, the parties intention, as reflected in any such right or provision that is invalid or unenforceable, shall be given effect to.

27. CREDIT INFORMATION:

- a. The Borrower/Guarantor hereby agrees and gives consent for the disclosure by the Company of all or any such;
 - i. Information and data relating to the Borrower/Guarantor;
 - ii. Information or data relating to any credit facility availed of/to be availed, by the Borrower/Guarantor and
 - iii. Default, if any, committed by the Borrower/Guarantor in discharge of his such obligation, as the Company may deem appropriate and necessary to disclose and furnish to Credit Information Company/ies and/or agency/ies authorized in this behalf by RBI;
- b. The Borrower/Guarantor undertakes that the Credit Information Company/ies and/or agency/ies so authorized may
 - i. Use, process the said information and data disclosed by the Company in the manner deemed fit by them; and
 - ii. 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 prescribed by the Reserve Bank of India in this behalf. The Borrower/Guarantor further agrees and gives consent for disclosure by the Company all or any of the information of the Borrower/Guarantor to group companies, subsidiaries or any other person as the Company may deem fit.

28. MISCELLANEOUS:

- a. The Company reserves the rights to prospectively alter, amend or revise any of the terms and conditions (including the interest rate, Penal Charges , the rates as applicable for Preclosure and any other charges levied under this Agreement) and may notify the Borrower of any changes to the terms and conditions in any manner it considers appropriate
- b. Any change in address of Borrower/Guarantor shall be intimated to the Company in writing within 4 days of such change.
- c. This Agreement shall be governed by and construed in accordance with the laws of India.
- d. If there are two or more Borrowers, their liabilities under this Agreement shall be joint and several.
- e. In all correspondence, the Agreement number should be quoted by the Borrower and the Guarantor.
- f. All remedies of the Company under this Agreement whether provided herein or conferred by statute, civil law, common law, custom, trade, or usage are cumulative and not alternative and may be enforced successively or concurrently.
- g. In this Agreement, unless the context or meaning thereof otherwise requires:
 - i. The singular includes the plural, and vice versa.
 - ii. Words importing the masculine gender will include the feminine gender and neuter gender.
 - iii. The pronouns "he", "she", "it", "their" etc., cognate variations are used as inter changeable and should be interpreted in accordance with the context.
 - iv. Words denoting a person shall include an individual, corporation, company, partnership firm, trust or any other entity.
 - v. Headings are for reference only
- h. No change in the constitution of the Borrower/Guarantor in case they are partnership firm/company/HUF as the case may be, during the continuation of this Agreement shall impair or discharge the liability of the Borrower/Guarantor.

29. ARBITRATION:

- a. All disputes, differences and/or claims, arising out of this Agreement, whether during its subsistence or thereafter, shall be settled by arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996 ("the Act") or any statutory

amendments thereof, notified prior to reference of dispute to arbitration, and shall be referred by the initiator of such dispute to arbitration of a sole arbitrator to be nominated by:

- i. Southern India Chamber of Commerce and Industry- Centre for ADR, run by Southern India Chamber of Commerce and Industry, currently having its registered office at Indian Chamber Buildings, P.B.No.1208, Esplanade, Chennai - 600108. (or)
- ii. (i) Council for National and International Commercial Arbitration (CNICA), run by Trust for Alternative Disputes Resolution, currently having its registered office at Unit No.412, 4th Floor, Alpha Wing, Raheja Towers, Nos. 113-134, Anna Salai, Chennai 600 002

(hereinafter referred to as "Arbitration Institution"). The nomination of the sole arbitrator by the Arbitration Institution shall be considered as a joint nomination by mutual consent of all the parties to the Agreement. The award given by such arbitrator shall be final and binding on all parties to this Agreement.

- b. The Arbitration Institution shall appoint a substitute arbitrator in place of the appointed arbitrator in the following events:
 - i. death of the appointed arbitrator; or
 - ii. where the appointed arbitrator is unable or unwilling to act as arbitrator for any reason whatsoever.
- c. The seat & venue of arbitration proceedings shall be as specified in the Schedule. The Courts at the seat & venue of arbitration shall have the exclusive jurisdiction to try & entertain all disputes and differences and/or claims, arising out of or under this Agreement. The language of arbitral proceedings shall be English.
- d. Administrative assistance to the sole arbitrator to facilitate the conduct of the arbitral proceedings, if required, may be provided by the Arbitration Institution.
- e. The parties hereby consent to have the arbitral proceeding conducted by a submission of written pleadings/submissions, documents in physical and/or any other electronic/virtual mode (through exchange of post, e-mail and/or any other mode of electronic communication including video conference (VC), online, virtual hearing etc., using an external application or platform, if necessary) or a combination thereof as may be determined by sole arbitrator, whose decision shall be final and binding on the Parties.
- f. The sole arbitrator may send a copy of the award/interim award/order so passed by him/her and duly certified by him/her through post/courier or a scanned image of such an award or electronically/digitally signed award to the parties through e-mail or any other electronic mode either on his own or through the Arbitration Institution, as he/she deems fit, which shall be considered as a signed copy for the purposes of the Act.
- g. The postal/e-mail and/or any other electronic mode of address provided by the Borrower(s)/ Guarantor(s) to the Company under the Agreement or any other document executed/shared by Borrower(s) / Guarantor(s) with the Company shall be deemed to be an active postal/e-mail and/or any other electronic mode of address and any service effectuated upon such active postal/e-mail and/or any other electronic mode of address shall be deemed to be completed. Any change or other discrepancies in the postal/e-mail and/or any other electronic mode of address provided above, shall be informed to the Company promptly.

30. GRIEVANCE REDRESSAL MECHANISM:

The Company has laid out a detailed grievance redressal mechanism in line with the extant guidelines of RBI. The grievance redressal mechanism and contact details are available at <https://cholamandalam.com/grievance-redressal.aspx>. The Borrower may get his/her grievance/s redressed under the said grievance redressal mechanism.

31. ELECTRONIC/DIGITAL EXECUTION AND COMMUNICATIONS:

- a. The Borrower and Guarantor hereby agree, understand, acknowledge and confirm that they may execute this Agreement and connected documents in any electronic/digital form (where applicable) by affixing digital/electronic signature or through an One Time Password (OTP) and/or e-link sent to their declared mobile number or e-mail ID and/or by clicking 'I Agree/Accept' button or any other mode, which shall be a binding contract between the Parties.
- b. The Borrower and Guarantor are aware that transmission of this Agreement, terms and conditions, instructions, acceptances and communications ('Communications') through electronic means such as email, facsimile, SMS text messaging, online/website acceptance, etc. ('Electronic Media') involves a number of risks including fraudulent alterations and incorrect transmissions and absence of privacy, data protection and confidentiality. However, the Borrower and Guarantor are desirous

of receiving Communications from and providing Communications to the Company through the Electronic Media for various matters under this Agreement including in relation to the Loan and the operation thereof.

c. In consideration of the Company permitting the same, the Borrower and Guarantor hereby irrevocably confirm and undertake to the Company as under:

- i. The Company shall be entitled to rely upon the Communications provided through the Electronic Media (and believe the same to be genuine), for their requirements. In case of any question as to what were the Communications provided or received, the records of the Electronic Media received by the Company shall be treated as final, conclusive and binding and the Company shall not be responsible for conducting any verification whatsoever in this regard.
- ii. The Borrower/Guarantor confirms that the Company shall not be bound to act in accordance with whole or any part of the communications as it may appear in the Communications so conveyed and the same shall be at the sole risk of the Borrower/Guarantor.
- iii. The Company shall not be liable for the consequences of any act or any refusal or omission to act or deferment of action by the Company on basis of the Communications through the Electronic Media.
- iv. The Borrower and Guarantor are aware and confirm that the Company is agreeing to act on any Communications provided through Electronic Media only by reason of, and relying upon the undertakings contained in this Clause.

32. ACCEPTANCE:

The Borrower and Guarantor hereby declare as follows: They have read the entire Agreement including the material details given in the Schedule/s, which have been filled in their presence, have understood the entire meaning of all the clauses/details and agree to be bound by the same. They have executed necessary documents for the purpose of availing the said facility. This Agreement and other documents have been explained to them in a language understood by them and they have also received important details of this Loan printed in the vernacular language and are satisfied with the same. If the meaning/interpretation of term/s and/or clause/s in vernacular version of this Agreement is/are inconsistent with that of its English version, the term/s and/or clause/s in English version shall prevail.

They agree that this Agreement shall be concluded and become legally binding on the date when the authorized Signatory of the Company signs this Agreement.

THE PARTIES HEREIN SIGNED THIS AGREEMENT ON THE DAY, MONTH AND YEAR AS STIPULATED IN THE SCHEDULE:

SCHEDULE

Place of Agreement	CHENNAI
Date of Agreement	19/01/2026
Agreement Number	NA
Application Number	16984273
Name and Address of the Borrower ANKUL AGARWAL,VILLEGE - JAMANPUR, DEHRADUN, NEAR BEEHIVE,COLLEGE ROAD, DEHRADUN, DEHRADUN, UTTARAKHAND,,SHIV MANDIR,CHAKRATA,UTTARAKHAND_N,248197	
ASSET DESCRIPTION AND LOAN TERMS	
Make	CLASSIC 350
Model	CLASSIC 350 DARK STEALTH BLACK
Loan Amount	196000
Tenure (in Months)	24
Customer IRR	16 %
Penal Charges	30% per annum
Sourcing Fee	800 (RS. 677.97 + GST)
Admin/Processing Fee	1960 (RS. 1661.02 + GST)
Cheque/mandate bounce Charges	RS.500 PER BOUNCE
Cheque/mandate swap charges	1000 + APPLICABLE TAX
Collection Effort Charges	RS.200/- PLUS GST
Preclosure charges	PRE CLOSURE (A) FOR PRE CLOSURE FROM 7 TO 12 MONTHS FROM THE DATE OF AGREEMENT A PRE CLOSURE CHARGE OF 5% ON PRINCIPAL OUTSTANDING WILL BE CHARGED (B) ANY PRE CLOSURE AFTER 12 MONTHS FROM THE DATE OF AGREEMENT A PRE CLOSURE CHARGE OF 4% ON PRINCIPAL OUTSTANDING WILL BE CHARGED
Document/Duplicate Document Charges:	500 + APPLICABLE TAX

Repayment Schedule

Number of Installments	24
First Installment Date	05/03/2026
Last Installment Date	05/02/2028
Installment Amount and Pattern (in Rs)	MONTHLY
Seat & Venue of Arbitration	CHENNAI

1. In the event of delay or advancement of disbursement or due to any other change in terms and conditions, the date of commencement of Installment and/or date/s of first & subsequent Installments may change, which will be communicated to the Borrower/s through welcome letter or any other modes.
2. Key fact statement and its annexures are provided as attachment to the Schedule.

Basis for classification of loans as SMA and NPA categories:

Classification categories	Basis for classification –Principal or interest payment or any other amount wholly or partly overdue
SMA-0	Upto 30 days
SMA-1	More than 30 days and upto 60 days
SMA-2	More than 60 days and upto 90 days
NPA	More than 90 days

*Classification as SMA or NPA is done as part of day-end process for the relevant date and the SMA or NPA classification date shall be the calendar date for which the day end process is run by the Company.

Loan accounts once classified as NPA will be upgraded as standard asset only if the entire outstanding arrears of principal, interest and/or other amounts are paid by the Borrower in full (The expression "standard asset" shall mean and refer to a loan account which is not required to be classified as SMA or NPA). The SMA or NPA classification is done at the Borrower level which means all the loan accounts of the Borrower will be classified as applicable for the loan with highest overdue days.

Any change in the classification of loan account as SMA or NPA or any other new category as prescribed by RBI will be implemented automatically by the Company and the same shall be applicable to the Borrower.

Example for SMA/NPA classification: If Due Date of a Loan account is March 31, 2024, and full dues are not received before the Company runs the day-end process for this date, the date of overdue shall be March 31, 2024. If the Loan account continues to remain overdue, then the Loan account shall get tagged as SMA-1 upon running day-end process on April 30, 2024 i.e. upon completion of 30 days of being continuously overdue. Accordingly, the date of SMA-1 classification for the Loan account shall be April 30, 2024.

Similarly, if the Loan account continues to remain overdue, it shall get tagged as SMA- 2 upon running day-end process on May 30, 2024 and if it continues to remain overdue further it shall get classified as NPA upon running day-end process on June 29, 2024.

BORROWER : ANKUL AGARWAL

Agreement No: 16984273

Repayment Schedule

Instl. Num.	Due Date	Opening Principal	Inst. Amt.	Principal	Interest	Closing Principal	Customer IRR (%)
1	05-02-2026	196000	0	-1394	1394	197394	16
2	05-03-2026	197394	9665	7034	2631	190360	16
3	05-04-2026	190360	9665	7127	2538	183233	16
4	05-05-2026	183233	9665	7222	2443	176011	16
5	05-06-2026	176011	9665	7319	2346	168692	16
6	05-07-2026	168692	9665	7416	2249	161276	16
7	05-08-2026	161276	9665	7515	2150	153761	16
8	05-09-2026	153761	9665	7615	2050	146146	16
9	05-10-2026	146146	9665	7717	1948	138429	16
10	05-11-2026	138429	9665	7820	1845	130609	16
11	05-12-2026	130609	9665	7924	1741	122685	16
12	05-01-2027	122685	9665	8030	1635	114655	16
13	05-02-2027	114655	9665	8137	1528	106518	16
14	05-03-2027	106518	9665	8245	1420	98273	16
15	05-04-2027	98273	9665	8355	1310	89918	16
16	05-05-2027	89918	9665	8466	1199	81452	16
17	05-06-2027	81452	9665	8579	1086	72873	16
18	05-07-2027	72873	9665	8694	971	64179	16
19	05-08-2027	64179	9665	8809	856	55370	16
20	05-09-2027	55370	9665	8927	738	46443	16
21	05-10-2027	46443	9665	9046	619	37397	16
22	05-11-2027	37397	9665	9166	499	28231	16
23	05-12-2027	28231	9665	9289	376	18942	16
24	05-01-2028	18942	9665	9412	253	9530	16

Instl. Num.	Due Date	Opening Principal	Inst. Amt.	Principal	Interest	Closing Principal	Customer IRR (%)
25	05-02-2028	9530	9665	9530	135	0	16

- Please note that the Repayment Schedule provided hereinabove is tentative, which may change on the basis of actual date and quantum of Loan disbursement, and the revised Repayment Schedule will be communicated to Borrower in writing, and the same shall be considered as part of this Loan Agreement.
- The interest chargeable from the date of disbursement to the date of 1st Instalment will be added in instalment/s payable by the Borrower as shown in the Repayment Schedule.

*** Please note that the Repayment Schedule provided hereinabove is tentative which may change on the basis of actual date and quantum of Loan disbursement and the revised Repayment Schedule will be communicated to Borrower in writing and the same shall be considered as part of this Agreement".

Key Facts Statement

Date : 19-01-2026

VALIDITY : 18-02-2026

Part 1 (Interest rate and fees/charges)

1	Loan proposal/ account No.	16984273	Type of Loan	Vehicle/Equipment/Asset Finance
2	Sanctioned Loan amount (in ₹)		196000	
3	Disbursal schedule (i) Disbursement in stages or 100% upfront (ii) If it is stage wise, mention the clause of loan agreement having relevant details		100% Upfront	
4	Loan term (year/months/days)			24 Months
5	Instalment details			
	Type of instalments	Number of EPIs	EPI (₹)	Commencement of repayment, post sanction ²
	monthly	24	9669	05-03-2026
6	Interest rate (%) and type (fixed or floating or hybrid)			16%pa/Fixed

7	Additional Information in case of Floating rate of interest							
	Reference Benchmark	Benchmark rate (%) (B)	Spread (%) (S)	Final rate (%) R = (B) + (S)	Reset periodicity (Months)		Impact of change in the reference benchmark (for 25 bps change in 'R', change in)	
					B	S	EPI(₹)	No.of EPIs
	NA	NA	NA	NA	NA	NA	NA	NA
8	Fee/ Charges (inclusive of tax)							
			Payable to the RE (A)		Payable to a third party through RE (B)			
			One-time/Recurring	Amount (in ₹) or Percentage (%) as applicable	One-time/Recurring	Amount (in ₹) or Percentage (%) as applicable		
(I)	STATUTORY & REGULATORY FEES - STAMP DUTY		One-Time	200				
(II)	SOURCING FEE		One-Time	Rs.800/- (Rs.677.97+ GST)				
(III)	ADMIN & PROCESSING FEE		One-Time	Rs.1960/- (Rs.1661.02+ GST)				
9	Annual Percentage Rate (APR) (%) ¹		18.01%					

10	Insurance Services opted by borrower	
(I)	Life Insurance Premium	₹ 486
	*APR is exclusive of Insurance Premium	
11	Details of Contingent Charges (in ₹ or %, as applicable)	
(I)	Penal charges, if any, in case of delayed payment	Any delay from the due date to date of actual payment will attract Penal charges at the rate of 30% per annum
(II)	Pre-closure Charges (Part payment/Full Closure)	a) From 7 to 12 months from the Agreement date, 5% of principal outstanding b) After 12 months from the Agreement date, 4% of principal outstanding
11.1	Post disbursement servicing charges	
(I)	Cheque & Mandate Bounce Charges	₹ 500 per bounce
(II)	Cheque & Mandate Swap Charges	₹ 1000/- Plus GST
(III)	Legal Charges	Actuals
(IV)	Recovery Charges	Actuals
(V)	Collection Effort Charges	₹ 200/- Plus GST
(VI)	NPDC Conversion Charges	₹ 1500/- Plus GST
(VII)	Document/Duplicate Document Charges - Duplicate NOC	₹ 500/- Plus GST
(VIII)	Document/Duplicate Document Charges - Physical copy of SOA	₹ 250/- Plus GST

Part 2 Other Qualitative Information

1	Clause of Loan agreement relating to engagement of recovery agents	<p>REPOSSESSION, TERMINATION AND COMPANY'S OTHER RIGHTS:</p> <p>C) Company's Right Under the Agreement:</p> <p>iii) Without prejudice to the rights of the Company to initiate any legal proceedings for recovery of the outstanding, the Borrower and the Guarantor expressly accept that the Company shall be entitled to appoint third parties as it may deem fit and such third parties can carry out all or any of its functions, rights and powers under this Agreement including the authority to collect dues from the Borrower, without any prior consent of the Borrower.</p>
2	Clause of Loan agreement which details grievance redressal mechanism	<p>GRIEVANCE REDRESSAL MECHANISM:</p> <p>The Company has laid out a detailed grievance redressal mechanism in line with the extant guidelines of RBI. The grievance redressal mechanism and contact details are available at https://cholamandalam.com/grievance-redressal.aspx. The Borrower may get his/her grievance/s redressed under the said grievance redressal mechanism.</p>
3	Phone number and email id of the nodal grievance redressal officer7	<p>Email ID: principalnodalofficer@chola.murugappa.com</p> <p>Phone no: 044 - 40906114</p>

4	Whether the loan is, or in future maybe, subject to transfer to other REs or securitisation (Yes/ No)	Yes		
5	In case of lending under collaborative lending arrangements (e.g., co-lending/ outsourcing), following additional details may be furnished:			
	Name of the originating RE, along with its funding proportion	Name of the partner RE along with its proportion of funding	Blended rate of interest	
	Not applicable	Not applicable	Not applicable	

1 – Does not include statutory levy such as stamp duty, and insurance premium deducted as a part of insurance schemes. APR is computed exclusive of GST.

2 – Please note that the commencement of repayment and due date provided hereinabove is tentative which may change on the basis of actual date and quantum of Loan disbursement and the revised due date and Repayment Schedule will be communicated to Borrower in writing and the same shall be considered as part of this Key Fact Statement.

Computation of APR - 16984273

Sr No	Parameter	Details
1	Sanctioned Loan amount (in ₹) (SI no. 2 of the KFS template – Part 1)	196000
2	Loan Term (in years/ months/ days) (SI No.4 of the KFS template – Part 1)	24 Months
a	No. of instalments for payment of principal, in case of non-equated periodic loans	NA
b	Type of EPI Amount of each EPI (in ₹) and nos. of EPIs (e.g., no. of EMIs in case of monthly instalments) (SI No. 5 of the KFS template – Part 1)	monthly 9669 24
c	No. of instalments for payment of capitalised interest, if any	0
d	Commencement of repayments, post sanction (SI No. 5 of the KFS template – Part 1) ²	05-03-2026
3	Interest rate type (fixed or floating or hybrid) (SI No. 6 of the KFS template – Part 1)	Fixed
4	Rate of Interest (SI No. 6 of the KFS template – Part 1)	16%pa
5	Total Interest Amount to be charged during the entire tenor of the loan as per the rate prevailing on sanction date (in ₹)	35960
6	Fee/ Charges payable (in ₹)	2960
A	Payable to the RE (SI No.8A of the KFS template-Part 1)	2960
B	Payable to third-party routed through RE (SI No.8B of the KFS template – Part 1)	0
7	Net payable amount (1-6) (in ₹) ³	193040
8	Total amount to be paid by the borrower (sum of 1 and 5) (in ₹)	231960
9	Annual Percentage rate- Effective annualized interest rate (in percentage) ¹⁰ (SI No.9 of the KFS template-Part 1) ¹	18.01%

10	Schedule of disbursement as per terms and conditions	100% Upfront. Repayment schedule attached
11	Due date of payment of instalment and interest ²	05-03-2026

1 – Does not include statutory levy such as stamp duty, and insurance premium deducted as a part of insurance schemes. APR is computed exclusive of GST.

2 – Please note that the commencement of repayment and due date provided hereinabove is tentative which may change on the basis of actual date and quantum of Loan disbursement and the revised due date and Repayment Schedule will be communicated to Borrower in writing and the same shall be considered as part of this Key Fact Statement.

3 – The actual amount disbursed will be subject to due date shifting, insurance services, and other dealer schemes such as marketing support and/or subventions.

Repayment Schedule

Instalment No.	Opening Principal (in ₹)	Principal (in ₹)	Interest (in ₹)	Instalment (in ₹)
1	196000	-1394	1394	0
2	197394	7034	2631	9665
3	190360	7127	2538	9665
4	183233	7222	2443	9665
5	176011	7319	2346	9665
6	168692	7416	2249	9665
7	161276	7515	2150	9665
8	153761	7615	2050	9665
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11	130609	7924	1741	9665
12	122685	8030	1635	9665
13	114655	8137	1528	9665
14	106518	8245	1420	9665
15	98273	8355	1310	9665
16	89918	8466	1199	9665
17	81452	8579	1086	9665
18	72873	8694	971	9665
19	64179	8809	856	9665
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22	37397	9166	499	9665
23	28231	9289	376	9665

24	18942	9412	253	9665
25	9530	9530	135	9665

- Please note that the Repayment Schedule provided hereinabove is tentative which may change on the basis of actual date and quantum of Loan disbursement and the revised Repayment Schedule will be communicated to Borrower in writing and the same shall be considered as part of this Key Fact Statement.
- The interest chargeable from the date of disbursement to the date of 1st Instalment will be added in instalment/s payable by the Borrower as shown in the Repayment Schedule.

Acceptance

I/We acknowledge that the contents of KFS is explained to me/us by the employee of Cholamandalam Investment and Finance Company Limited and I/We have fully understood the same.

प्रमुख तथ्यों का विवरण

दिनांक : 19 - 01 - 2026

वैधता : 18 - 02 - 2026

भाग 1 (ब्याज दर और शुल्क/प्रभार) HINDI

1	ऋण प्रस्ताव/ खाता संख्या.	16984273	ऋण का प्रकार	वाहन/उपकरण/संपत्ति वित्त
2	अनुमोदित ऋण राशि (रुपये में)	196000		
3	भुगतान अनुसूची (i) चरणबद्ध रूप से या 100% अग्रिम भुगतान। (ii) यदि यह चरणवार है, तो ऋण समझौते के खंड का उल्लेख करें जिसमें प्रासंगिक विवरण हैं	100% अग्रिम		
4	ऋण की अवधि (वर्ष/महीने/दिन)	24 महीने		
5	किश्त का विवरण			
	किश्तों का प्रकार	ईपीआई की संख्या	ईपीआई (₹)	पुनर्भुगतान की शुरुआत, अनुदान के बाद ²
	मासिक	24	9669	05 - 03 - 2026
6	ब्याज दर (%) और प्रकार (फिक्स्ड या फ्लोटिंग या हाइब्रिड)	16%pa/स्थिर		
7	फ्लोटिंग ब्याज दर के मामले में अतिरिक्त जानकारी			
	संदर्भ बेंचमार्क	बेंचमार्क दर (%) (B) (%) (B)	विस्तारिक(%) (S) (%) (S)	अंतिम दर (%) R = (B) + (S) (%) R = (B) + (S)
				रीसेट आवृत्ति (महीने)
				B S
				ईपीआई(₹) ईपीआई की संख्या
	NA	NA	NA	NA NA NA NA

8	शुल्क (कर सहित)				
		RE (A) को देय		RE (B) के माध्यम से तीसरे पक्ष को देय	
		एकमुश्त/ आवर्ती	राशि (₹ में) या प्रतिशत (%) जैसा कि लागू हो	एकमुश्त /आवर्ती	राशि (₹ में) या प्रतिशत (%) जैसा कि लागू हो
(I)	STATUTORY & REGULATORY FEES - STAMP DUTY	एक बार	200		
(II)	स्रोत शुल्क	एक बार	₹.800/ - (₹.677.97+ जीएसटी)		
(III)	प्रशासन और प्रसंस्करण शुल्क	एक बार	₹.1960/ - (₹.1661.02+ जीएसटी)		
9	वार्षिक प्रतिशत दर (एपीआर) (%) ¹	18.01%			
10	उधारकर्ता द्वारा चुनी गई बीमा सेवाएं				
(I)	जीवन बीमा प्रीमियम	₹ 486			
	*एपीआर बीमा प्रीमियम को छोड़कर है				

11	आकस्मिक शुल्क का विवरण (₹ या प्रतिशत में, जैसा कि लागू हो)	
(I)	देरी से भुगतान पर, यदि कोई हो, दंड शुल्क	देय तिथि से वास्तविक भुगतान की तारीख तक की कोई देरी प्रति वर्ष 30% की दर से दंड शुल्क को आकर्षित करेगी।
(II)	प्री - क्लोजर शुल्क (आंशिक भुक्तान/पूर्ण समापन)	ए) समझौते की तारीख से 7 से 12 महीने तक, 5% या मूल बकाया बी) समझौते की तारीख से 12 महीने के बाद, मूल बकाया का 4%
11.1	वितरण के बाद सेवा शुल्क	
(I)	चेक और जनादेश बाउंस शुल्क	₹ 500 /बाउंस
(II)	चेक और जनादेश स्वेप शुल्क	₹ 1000/- Plus जीएसटी
(III)	कानूनी शुल्क	वास्तविक
(IV)	वसूली शुल्क	वास्तविक
(V)	संग्रह प्रयास शुल्क	₹ 200/- Plus जीएसटी
(VI)	NPDC Conversion Charges	₹ 1500/- Plus जीएसटी
(VII)	दस्तावेज/नकल दस्तावेज शुल्क - डुप्लिकेट NOC	₹ 500/- Plus जीएसटी
(VIII)	दस्तावेज/नकल दस्तावेज शुल्क - SOA की भौतिक प्रति	₹ 250/- Plus जीएसटी

भाग 2 (अन्य गुणात्मक जानकारी)

1	वसूली एजेंटों की नियुक्ति से संबंधित ऋण समझौते का खंड	पुनर्स्थापना, समाप्ति और कंपनी के अन्य अधिकार: C) समझौते के तहत कंपनी का अधिकार: iii) बकाया राशि की वसूली के लिए किसी भी कानूनी कार्यवाही शुरू करने के कंपनी के अधिकारों के बिना, उधारकर्ता और गारंटर स्पष्ट रूप से स्वीकार करते हैं कि कंपनी को तीसरे पक्ष को नियुक्त करने का अधिकार होगा जैसा कि वह उपयुक्त समझे और ऐसे तीसरे पक्ष इस समझौते के तहत अपने सभी या किसी भी कार्य, अधिकार और शक्तियों को निष्पादित कर सकते हैं, जिसमें उधारकर्ता से बकाया राशि वसूलने का अधिकार भी शामिल है, बिना उधारकर्ता की पूर्व सहमति के।		
2	ऋण समझौते का खंड जो शिकायत निवारण तंत्र का विवरण देता है	शिकायत निवारण प्रक्रिया: कंपनी ने RBI के मौजूदा दिशा-निर्देशों के अनुरूप विस्तृत शिकायत निवारण तंत्र तैयार किया है। शिकायत निवारण तंत्र और संपर्क विवरण https://cholamandalam.com/grievance-redressal.aspx पर उपलब्ध हैं। उधारकर्ता उक्त शिकायत निवारण तंत्र के तहत अपनी शिकायतों का निवारण करवा सकता है।		
3	नोडल शिकायत निवारण अधिकारी का फोन नंबर और ईमेल आईडी	ईमेल आईडी: principalnodalofficer@chola.murugappa.com फोन नंबर: 044 - 40906114		
4	क्या ऋण अन्य आरई या प्रतिभूतियों में स्थानांतरित करने के अधीन है, या भविष्य में हो सकता है (हाँ/नहीं)	हाँ		
5	सहयोगात्मक ऋण व्यवस्था के तहत ऋण देने के मामले में (जैसे, सह-ऋण/आउटसोर्सिंग), निम्नलिखित अतिरिक्त विवरण प्रदान किए जा सकते हैं: कोई कॉलिंग नहीं:			
	आरई का नाम और उसका वित्तपोषण अनुपात	मूल आरई का नाम, साथ ही उसका वित्तपोषण अनुपात		मिश्रित ब्याज दर
	लागू नहीं	लागू नहीं		लागू नहीं

1 - इसमें स्टाम्प ड्यूटी जैसे वैधानिक शुल्क और बीमा योजनाओं के भाग के रूप में बीमा प्रीमियम की कटौती शामिल नहीं है। एपीआर की गणना जीएसटी को छोड़कर की जाती है।

2 - कृपया ध्यान दें कि पुनर्भुगतान की शुरुआत और यहां ऊपर प्रदान की गई देय तिथि अस्थायी है, जो वास्तविक तिथि और ऋण संवितरण की मात्रा के आधार पर बदल सकती है और संशोधित देय तिथि और पुनर्भुगतान अनुसूची उधारकर्ता को लिखित रूप में सूचित किया जाएगा और उसी पर विचार किया जाएगा। इस मुख्य तथ्य वक्तव्य का हिस्सा।

APR की गणना - 16984273

क्रमांक	मापदंड	विवरण
1	स्वीकृत ऋण राशि (रुपये में) (केएफएस टेम्पलेट का क्रम संख्या 2 – भाग 1)	196000
2	ऋण अवधि (वर्ष/महीने/दिनों में) (केएफएस टेम्पलेट का क्रम संख्या 4 – भाग 1)	24 महिने
a	गैर-समतुल्य आवधिक ऋणों के मामले में मूलधन के भुगतान के लिए किस्तों की संख्या	NA
b	ईपीआई का प्रकार प्रत्येक ईपीआई की राशि (रुपये में) और ईपीआई की संख्या (उदाहरणार्थ, मासिक किस्तों के मामले में ईएमआई की संख्या) (केएफएस टेम्पलेट का क्रम संख्या 5 - भाग 1)	मासिक 9669 24
c	पूँजीकृत ब्याज के भुगतान के लिए किस्तों की संख्या, यदि कोई हो	0
d	स्वीकृति के बाद पुनर्भुगतान की शुरुआत (केएफएस टेम्पलेट की क्रम संख्या 5 – भाग 1) ²	05 - 03 - 2026
3	ब्याज दर का प्रकार (फिक्स्ड या फ्लोटिंग या हाइब्रिड) (केएफएस टेम्पलेट का क्रम संख्या 6 – भाग 1)	स्थिर
4	ब्याज दर (केएफएस टेम्पलेट की क्रम संख्या 6 – भाग 1)	16%pa
5	स्वीकृति तिथि पर प्रचलित दर के अनुसार ऋण की पूरी अवधि के दौरान ली जाने वाली कुल ब्याज राशि (रुपये में)	35960
6	देय शुल्क/प्रभार (रुपये में)	2960
A	आरई को देय (केएफएस टेम्पलेट-भाग 1 की क्रम संख्या 8ए)	2960
B	आरई के माध्यम से तीसरे पक्ष को देय (केएफएस टेम्पलेट की क्रम संख्या 8बी - भाग 1)	0
7	शुद्ध वितरित राशि (1-6) (रुपये में) ³	193040
8	उधारकर्ता द्वारा भुगतान की जाने वाली कुल राशि (1 और 5 का योग) (रुपये में)	231960

9	वार्षिक प्रतिशत दर- प्रभावी वार्षिक ब्याज दर (प्रतिशत में) (केएफएस टेम्पलेट का क्रम संख्या 9- भाग 1) ¹	18.01%
10	नियम एवं शर्तों के अनुसार संवितरण की अनुसूची	100% Upfront. Repayment schedule attached
11	किस्त और ब्याज के भुगतान की नियत तिथि ²	05 - 03 - 2026

1 - इसमें स्टाम्प ड्यूटी जैसे वैधानिक शुल्क और बीमा योजनाओं के भाग के रूप में बीमा प्रीमियम की कटौती शामिल नहीं है। एपीआर की गणना जीएसटी को छोड़कर की जाती है।

2 - कृपया ध्यान दें कि पुनर्भुगतान की शुरुआत और यहां ऊपर प्रदान की गई देय तिथि अस्थायी है, जो वास्तविक तिथि और ऋण संवितरण की मात्रा के आधार पर बदल सकती है और संशोधित देय तिथि और पुनर्भुगतान अनुसूची उधारकर्ता को लिखित रूप में सूचित किया जाएगा और उसी पर विचार किया जाएगा। इस मुख्य तथ्य वक्तव्य का हिस्सा।

3 - वितरित की जाने वाली वास्तविक राशि देय तिथि में परिवर्तन, बीमा सेवाओं और अन्य डीलर योजनाओं जैसे विपणन सहायता और/या अनुदान के अधीन होगी।

चुकोती अनुसूची

किस्त संख्या	प्रारंभिक मूलधन (in ₹)	मूलधन (in ₹)	ब्याज (in ₹)	किस्त राशि. (in ₹)
1	196000	- 1394	1394	0
2	197394	7034	2631	9665
3	190360	7127	2538	9665
4	183233	7222	2443	9665
5	176011	7319	2346	9665
6	168692	7416	2249	9665
7	161276	7515	2150	9665
8	153761	7615	2050	9665
9	146146	7717	1948	9665
10	138429	7820	1845	9665
11	130609	7924	1741	9665
12	122685	8030	1635	9665
13	114655	8137	1528	9665
14	106518	8245	1420	9665
15	98273	8355	1310	9665
16	89918	8466	1199	9665
17	81452	8579	1086	9665
18	72873	8694	971	9665
19	64179	8809	856	9665
20	55370	8927	738	9665
21	46443	9046	619	9665
22	37397	9166	499	9665
23	28231	9289	376	9665

24	18942	9412	253	9665
25	9530	9530	135	9665

- कृपया ध्यान दें कि ऊपर दिया गया रीपेमेंट शेड्यूल अस्थायी है, जो लोन देने की असली तारीख और रकम के आधार पर बदल सकता है और बदला हुआ रीपेमेंट शेड्यूल बॉरोअर को लिखकर बताया जाएगा और इसे इस की फैक्ट स्टेटमेंट का हिस्सा माना जाएगा।
- पैसे देने की तारीख से पहली किस्त की तारीख तक लगने वाला ब्याज, लोन लेने वाले को रीपेमेंट शेड्यूल में दिखाई गई किस्तों में जोड़ा जाएगा।

स्वीकृति

मैं/हम स्वीकार करते हैं कि केएफएस की विषय-वस्तु मुझे/हमें चोलामंडलम इन्वेस्टमेंट एंड फाइनेंस कंपनी लिमिटेड के कर्मचारी द्वारा समझाई गई है और मैं/हम उसे पूरी तरह से समझ चुके हैं।