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05/03/2024

INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

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e-Stamp

Certificate No.	:	IN-DL53474229545726W
Certificate Issued Date	:	04-Mar-2024 03:47 PM
Account Reference	:	IMPACC (IV)/ dl942803/ DELHI/ DL-DLH
Unique Doc. Reference	:	SUBIN-DLDL94280367664849208566W
Purchased by	:	THE SOUTH INDIAN BANK LTD
Description of Document	:	Article 5 General Agreement
Property Description	:	BRANCH C R PARK, NEW DELHI-110019
Consideration Price (Rs.)	:	0 (Zero)
First Party	:	THE SOUTH INDIAN BANK LTD
Second Party	:	Not Applicable
Stamp Duty Paid By	:	THE SOUTH INDIAN BANK LTD
Stamp Duty Amount(Rs.)	:	100 (One Hundred only)

T-2A

LOCKED

THE SEAL OF SUB-REGISTRAR SUB-DISTT.-II DELHI

Please write or type below this line

THE SEAL OF SUB-REGISTRAR SUB-DISTT.-II DELHI

Jitin Venugopalan Nair
VID UO- 2493324285899

For THE SOUTH INDIAN BANK LTD.
Senior Manager
Branch Chittaranjan Park-New Delhi

Statutory Alert:

THE SEAL OF SUB-REGISTRAR SUB-DISTT-II
DELHI

JITIN VENUGOPAL NAIR
A.D. NO.2933 2428 5699

THE SOUTH INDIAN BANK LIMITED'S (ALL – INDIA) STANDARD TERMS AND CONDITIONS FOR VEHICLE/ AUTO LOAN FACILITIES.

{Registered _______________________________________}

A. APPLICABILITY OF STANDARD TERMS AND CONDITIONS

These Standard Terms and Conditions shall, if the respective Agreement so provides, be applicable to the Facility provided / agreed to be provided by The South Indian Bank Ltd., having one its branch office at B104, Bipin Chandra Pal Marg, Block B, Chittaranjan Park, New Delhi, Delhi – 110019 and all other branches/offices all over India of the Bank.

B. INCONSISTENCY

If there is any inconsistency between the Standard Terms and Conditions and the applicable Agreement, the Agreement will prevail.

C. DEFINITION AND CONSTRUCTION

"Agreement" means the particular Agreement executed or to be executed by the Borrower in favour of the Bank in respect of the Facilities and includes the Standard Terms and Conditions as applied thereto and as may be modified from time to time, Sanction Letter and all schedules, supplements, modifications, novations, deed(s) of accession and amendments to such Agreement. Unless the term 'Standard Terms and Conditions' and the 'Sanction Letter' are used separately, the term 'Agreement', wherever used in the Agreement or the Standard Terms and Conditions or 'Sanction Letter', shall be deemed to refer to the Agreement read together with and including the Standard Terms and Conditions and the Sanction Letter.

"Asset(s)" shall mean the Vehicle(s) and/or any other asset(s), as specified and described in the Application Form/other Transaction documents, whether moveable or immoveable, offered or caused to be offered as security / secured in favour of The South Indian Bank by the Borrower/s for due repayment of the Facility granted/to be granted by The South Indian Bank Ltd.

"Bank" means The South Indian Bank Ltd, a banking company within the meaning of Companies Act, 1913 having its branch office at B104, Bipin Chandra Pal Marg, Block B, Chittaranjan Park, New Delhi, Delhi-110019 and registered office at "SIB House", T.B. Road, Mission Quarters, Thrissur, Kerala State and its branches/offices all over India.

"Borrower" means the person(s) named in the Credit Facility Agreement; the expression "Borrower" shall, unless it be repugnant to the subject or as the context may permit or require, include;

(a) in the case of a company / limited liability partnership/ society /associations/ body corporate, its successors and permitted assigns;

(b) in the case of a partnership firm, any or each of the partners and survivor(s) of them and the partners from time to time (both in their personal capacity and as partners of the firm) and their respective heirs, legal representatives,

For THE SOUTH INDIAN BANK LTD.

Senior Manager
Branch Chittaranjan Park-New Delhi

Book No:IV

Registration No:2024/10/2119

Government of National Capital Territory of Delhi

Deed Related Details

Deed Name :- General Agreement(GENERAL AGREEMENT) ,	
Property Description	**District :-** South East , **Sub-Division :-** Sdm Kalka Ji , **Village :-** C.R. Park , **Category Of Locality :-** C **Plot Number** - 50 **Area Of Property** :- Plot Area - 150 Square Meter, **Property Type** :- Commercial Plot **House No.** :50 **Pin code** :110019 **Property Address** :C R PARK, NEW DELHI
Money Related Details	
Consideration Value :- Rs.0/- ,**Copying Fee** :- Rs.100/- ,**Registration Fee** :- Rs.1000/- ,**Stamp Duty** :- Rs.100/-	

GENERAL AGREEMENT

This Document Of :- General Agreement

Presented by: SH/Smt	S/o,W/o	R/o
JITIN VENUGOPAL NAIR	K V VENUGOPALAN	RAM NIVAS, VALANCHERI PO, KATTIPPARUTHI, TOLAVANUR, MALAPPURAM, KERALA-676552

The Office Of Sub-Registrar,Delhi this 05-03-2024 12:48:35 day Tuesday between the hours of

Registrar/Sub Registrar
South East Mehrauli

Execution admitted by the said Shri/Ms

JITIN VENUGOPAL NAIR

and Shri/Ms

JITIN VENUGOPAL NAIR

Who is/are identified by **Shri/Smt/Km** NISHANT DOBHAL **S/o W/o D/o** GOPAL DOBHAL **R/o** PRAKASH KUNJ, PANJARI, SHIMLA, HIMACHAL PRADESH-171004 and JOBIN DON BENNY **S/o W/o D/o** BENNY AUGUSTINE EZHAKUNNEL **R/o** HOUSE EDAMATTOM RAJAKUMARI LDUKKI, KERALA-685619

Content of the documents explained to the parties who understand the conditions and admit them as correct

Certified that the left(or Right,as the case may be) hand thumb impression of the executant has been affixed in my presence

Registrar/Sub Registrar
South East Mehrauli

12/03/2024 18:42:07

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executors, administrators and permitted assigns, successors of the firm;

(c) in the case of a proprietary concern, the proprietor/proprietress (both in his/her personal capacity and as proprietor/proprietress of the concern) and his/her their respective heirs, legal representatives, executors, administrators and permitted assigns, successors of the concern;

(d) in the case of a HUF, the Karta of the HUF and any or each of the adult members/coparceners of the HUF and the survivor(s) of them and their respective heirs, legal representatives, executors, administrators and permitted assigns, successors;

(e) in the case of an individual, his/her/their respective heirs, legal representatives, executors, administrators and permitted assigns;

(f) in the case of a trust with individuals as trustees, the trustee(s) for the time being, the beneficiaries, its successors and permitted assigns.

(g) in the case of any other constituent availing credit facility from the Bank, the authorised signatory/ies thereof, either in their personal capacity or in their capacity as authorised signatory/ies or both and its successors and assigns.

"Business Day" means a day on which the Bank is open for normal business transactions.

"Due Date" means, the date or such other dates on which any amount including principal, interest or other monies, due and payable under and in terms of the respective Agreement and/or any other Transaction Documents falls due. Wherever the context so require the term 'due date' shall also include the respective date(s) for submission of various returns, statements, credit report for review of limit etc.

"EMI" means equated monthly installments of amounts payable by the Borrower to the Bank in respect of the Facility and comprising of principal amount of the Facility and interest thereon as fixed by the Bank from time to time.

"Facility" shall mean the Credit Facility and/or Loan and/or any other arrangement in the nature of Vehicle Loan/ Auto Loan, granted or agreed to be granted by the Bank to the Borrower.

"Sanction Letter" or "CAL" means the letter(s) by which the Borrower and Guarantor(s) are informed by the Bank as to the terms and conditions of the Facility applied for and referred to in the Agreement in connection with sanction of the Facilities. The Sanction Letter shall be read in conjunction with the provisions of the Agreement and shall form an integral part of the Agreement. To the extent of any inconsistency or repugnancy, the contents of the Agreement shall prevail to all intents and purposes. The expression "Sanction Letter" shall include all amendments to the Sanction Letter.

D. CONSTRUCTION

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In the Agreement, unless the contrary intention appears:-

(a) a reference to:

"amendment" includes a supplement, modification, novation, deed of accession, replacement or re-enactment and "amended" is to be construed accordingly;

"assets" include all vehicle(s), movable and immovable properties whatsoever, both present and future, (whether tangible, intangible or otherwise) (including Intellectual Property and Intellectual Property Rights), investments, cash-flows, revenues, rights, benefits, interests and title of every description;

"authorisation" includes an authorisation, consent, mandate, clearance, approval, permission, resolution, licence, exemption, filing and registration;

"control" includes the power to direct the management and policies of an entity, whether through the ownership of voting capital, by contract or otherwise;

"encumbrance" includes a mortgage, charge, lien of any description whatsoever, (statutory or otherwise), pledge, negative pledge, negative lien, hypothecation, assignment, deposit and/or escrow arrangements, comforts, preference, priority or other security agreement / interest of any kind or nature whatsoever including, without limitation, (i) any conditional sale or title retention agreements, any financing or similar statement or notice filed under any recording or notice statute, and any lease having substantially the same effect as any of the foregoing, and (ii) any designation of loss payees or beneficiaries or any similar arrangement under any insurance contract.

"law" includes any constitution, statute, law, rule, regulation, ordinance, judgement, order, decree, authorisation, or any published directive, guideline, requirement or governmental restriction having the force of law, or any determination by, or interpretation of any of the foregoing by, any judicial authority, whether in effect as of the date of the Agreement or thereafter and each as amended from time totime.

Note: All capitalised terms used but not specifically defined herein shall have the respective meanings ascribed to them under the Application Form.

ARTICLE 1

1.1 LOAN APPLICATION TO CONSTITUTE THE BASIS OF AGREEMENT

The Loan Application and sanction letter shall be deemed to constitute the basis and shall form part and parcel of this Standard Terms and Conditions and Agreement with respect to the loan advanced or to be advanced by the Bank hereunder and the Borrower hereby warrants the correctness of each and every one of the statement and particulars there in contained and undertakes to carry out the proposals there in set forth.

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1.2 MARGIN

The Borrower agrees to contribute an amount / a percentage/ of the on the road price of the vehicle to be purchased not less than what is specifically stated in Schedule-I of the Agreement (hereinafter referred to as' Margin Money') and the Borrower(s) authorize the Bank to make payment of the loan proceeds and margin money directly to the suppliers. If the difference between the on-road price of the vehicle and loan amount exceeds the stipulated margin, the Borrower(s) shall deposit the entire difference amount as margin with the Bank.

1.3 BORROWER(S)' WARRANTY

a. The Borrower(s) understands that the advance shall be governed by the terms and conditions contained herein as well as those embodied in the loan sanction letter, Agreement, South Indian Bank's Vehicle Loan Scheme and other loan and/or security documents except in so far as the loan/security documents may expressly or by necessary implication be modified by these presents.

b. The Borrower(s) agrees and undertakes that Borrower(s) will utilize the whole amount advanced by the Bank for the purchase of the vehicle in the name of the Borrower and forward to the Bank the original Bill, Voucher or receipt of such purchase within 7 days from the date of purchase or such other shorter period stipulated by the Bank.

c. The Borrower(s) agrees that the loan will be disbursed to the Borrower(s) in one or more instalment(s) as may be fixed by the Bank and that the borrower(s) shall give at least three clear days 'prior notice of drawl of any instalment of the loan, which advise may be waived by the Bank at its option.

d. The Borrower(s) agrees to produce the vehicle, its accessories and implements etc. at a place designated by the Bank once a month and/or as and when required by the Bank, for inspection, scrutiny or for any other purpose at the sole discretion of the Bank.

e. The Borrower(s) hereby undertakes to maintain the said vehicle(s) in good repair and condition and shall keep it / them properly serviced periodically. The Borrower(s) also agrees to display a sticker in a conspicuous part of the vehicle stating that 'the vehicle is hypothecated to The South Indian Bank Ltd.'

f. The Borrower(s) undertakes that the vehicle be used and run according to the rules and regulations of the Licensing authority/Government/Traffic departments and all the formalities under law shall be properly and regularly observed without any default.

g. The licence fee, terminal fees, taxes/insurance and other dues payable to the Government/Municipality or any other authority shall be paid by the Borrower(s). The Borrower(s) shall also pay the inspection fee/cost for the

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inspection of the vehicle(s).

h. All claims arising out of non-fulfilment of any of the requirements of law in force from time to time and relating to non-observance of terms and conditions of Motor Vehicle Act shall be paid by the Borrower(s).

i. The salaries and allowances of all servants, drivers, conductors, etc. and any payments due to workers shall be paid by the Borrower(s).

j. In the event of sale being arranged of any of the vehicles secured to the Bank by these presents during the pendency of the advance, the Borrower(s) shall get the vehicle duly released after payment to the Bank of the amount fixed by the Bank as value of the vehicle and the advance shall stand reduced to the extent of the price so paid.

k. The Borrower(s) agrees and undertakes to notify the Bank in writing of any circumstances affecting the correct ness of any particulars set forth in the Borrower(s)' proposal immediately after the occurrence of any such circumstances. The Borrower(s) declares and confirms that the amount of the loan or the balance then outstanding shall become payable at once in case of death of the Borrower(s).In case of death, the Bank, may at its discretion, continue the loan provided sufficient collateral is furnished by legal heirs of Borrower(s)/surviving borrower(s) or some satisfactory arrangement for repayment acceptable to the Bank has been made by Borrower's legal heirs/surviving Borrower(s).

l. The Borrower(s) undertakes to complete all formalities pertaining to the vehicle loan within a period of one month from the date of availment, failing which the Borrower(s) agrees to the Bank charging penal charges as per Annexure A acknowledged by the loan constitutent/s.

m. The Borrower(s) shall upon request of the Bank, allow the Bank and any nominee, servant or agent of the Bank to inspect the vehicle for ensuring that the Borrower(s) has duly complied with the terms of the advance.

n. The Borrower(s) will furnish the Bank with all such information as the Bank may reasonably require for the Bank's satisfaction as due compliance with the terms of the advance and all such periodical reports and information at such times, in such form and containing such particulars as the Bank may call for, for the purpose of ascertaining the results of the utilisation of the said advance.

o. The Borrower(s) agrees to accept as conclusive proof of the correctness of any sum claimed to be due from them to the Bank under this agreement, a statement of account/extract from the computer or otherwise without the production of any voucher/document/register.

p. The Borrower(s) agree that loan accounts classified as NPA will be upgraded as

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'Standard 'asset only if entire arrears of interest and principal are paid by the borrower.

1.4 BORROWER'S AUTHORISATION

Borrower agrees to irrevocably nominate / constitute upon the Bank acting through any of its officers as Borrower's true and lawful attorney for Borrower and at Borrower's cost and risk to do, execute and perform all or any of the following acts, deeds, matters and things that is to say:

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

2. To disburse the loan amount for purchase of the said Asset directly to the dealer / seller and obtain a receipt for such payment from the dealer/seller.

3. To take inspection directly or to engage any Advocate, Chartered Accountant or registered trade practitioner for taking inspection of my/our Income tax return/s and assessment proceedings, Appeal proceedings etc. relating to the current and previous Assessment years. This authority is being given to the Bank to enable the Bank to verify the veracity of various representations made by me/us the undersigned, for seeking loan from the Bank.

4. To appear before the office of registration authority, Regional transport officer, Sales tax officer, Registrar of companies and other authorities through advocates or any such authorised person deemed necessary by the bank to effect end or sement of hypothecation in the registration certificate and transfer the Asset when necessary.

5. To obtain, receive, demand or collect any forms, certificates, registration books, booking order, insurance policies or other documents from any Registering Authority, manufacturers of the said Asset and/or its dealers.

6. To take possession of the said Asset in case of default and for that purpose enter the premises where the said Asset is parked, as per terms of the Agreement.

7. To transfer, sell or dispose of the said Asset and to sign and execute all or any forms, declarations or instruments as may be necessary or expedient for giving effect to the delivery of the said Asset to the purchaser thereof.

8. To appointor engage any broker, dealer or auctioneer for effecting any such transfer, sale or disposition of the said Asset.

9. To sign, execute necessary forms, documents or to give notice to the appropriate Registering Authority for effecting transfer of the said Asset in favour of the purchaser.

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10. To receive the consideration of the sale, transfer, disposition or dealing of the said Asset and issue proper receipt or receipts to give a valid and effectual discharge for such consideration.

11. To take delivery, actual possession or custody of the said Asset as and when demanded by the Bank. To appoint or engage any broker or other agent for taking possession or effecting delivery of the said Asset.

12. To sign and deliver or otherwise perfect the hypothecation created or to be created on the said Asset and to do all such acts, deeds and things as may be required for exercise of or any of the powers here by conferred.

13. To sign and deliver the necessary forms that may be required to be filed or necessary with the Registering Authority or other authorities under the Motor Vehicles Act or any other law for the time being inforce to record the charge of hypothecation on the said Asset, created or to be created in favour of theBank.

14. To pay any fees, charges, penalties, imposts, premiums, taxes or other impositions to any Registering Authority, insurance companies or other authorities for the saidAsset.

15. To act as a facilitator and make the premium payment to any insurance company and / or insure, renew such insurance at my/our costs, charges and expenses which shall be reimbursed by Borrower to the Bank.

16. To obtain, receive, demand or collect any forms, certificates, registration books, booking order, insurance policies or other documents from any Registering Authority, manufacturers of the said Asset or its dealers /sellers.

17. To cancel, annul or rescind booking of one or more of the said Asset and to get refund of any such booking amount from the manufacturer or its dealer by issuing receipts as valid and effectual discharge for such refund.

18. To fill in and complete any cheque that may be lying now or hereafter with the Bank duly signed by Borrower, or on behalf of the Borrower with such amount, date and/or name of the payee that may be deemed fit by the Bank.

19. To get requisite information from my employer as may be expedient to as certain material particulars.

20. In case of default by me / us of the terms and conditions of the Agreement, to transfer, sell, give on hire, dispose of, give delivery of and otherwise howsoever deal with the said Asset and to sign and execute all agreements, contracts, declaration forms, instruments and other writings whatsoever as may be necessary or expedient in that behalf.

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21. To give notice, if required to the appropriate Registering Authority and / or such other authority in law, for the registration of the said Asset upon the sale, transfer, disposal, delivery thereof.

22. To delegate all, any or more than one of the powers, authorities and liberties herein vested and to appoint any substitute or substitutes to any one or more purpose or purposes as the Bank shall from time to time desire in that behalf.

23. For the better doing, performing and executing all the matters and things aforesaid, Borrower hereby further grant unto the said Bank full power and authority to substitute and appoint in its place and stead on such terms as it may think fit one or more attorney/s to exercise for Borrower as Borrower's attorney/s any or all the powers and authorities hereby conferred, to revoke any such appointments and to substitute or appoint any other person/s in place of such attorney/s as the Bank may from time to time think fit.

And generally, to do, perform and execute, all acts, deeds, matters and things relating to or concerning or executed the same by Borrower himself/ themselves.

This authority touching these presents as fully and effectually as if Borrower were personally and had been done, performed or shall be binding on the Borrower, and Borrower's legal successors prior and post to the grant of the loan and shall be irrevocable during the tenure of the loan and until all sums due and owing by Borrower has been paid to the Bank.

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

1.5. BORROWER'S UNDERTAKING

The Borrower undertakes the following:

1. The Borrower hereby declare/undertake that, Borrower will not resort to trading in real estate by the finance availed from The South Indian Bank Ltd and the bank exercising its right to withhold or withdraw the facility if found so and to charge a higher rate of interest that the existing rate on the balance outstanding.

2. The Borrower undertake that the loan is not used for commercial real estate business or any activity restricted by Government or other statutory bodies and that funds will not be used for these purposes.

3. Borrower hereby declare/undertake that, in case the loan proceeds are not utilized for the purpose for which the loan is sanctioned the loan can be treated as commercial loan and rate of interest with maximum spread can be charged from the date of first disbursement of the loan for interest rate linked to MCLR and with respect to interest rate linked to Repo rate, RBI Repo Rate prevailing as on the last day of the month preceding the month in which disbursement is made shall be applicable.

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4. Borrower hereby declare that Borrower have not mortgaged/pledge/hypothecation and not availed loan/Liabilities on the above said Vehicle with any other Person/Institution/Bank/Financial institution.

5. Borrower hereby declare that Borrower have no income tax and service tax arrears and IT/ GST/ Statutory Tax arrears. Borrower hereby undertake to bring in the required margin.

6. Borrower undertake that no objection regarding charging the Repo Rate/MCLR of interest.

7. Borrower hereby declare/undertake that Loans and advances received from close relatives/friends/Directors/Promoters will be retained in the business during the subsistence of the credit facilities.

8. Borrower declare/undertake that, the bank shall be entitled to cancel undrawn portion of the facility any time during the subsistence of the credit facility agreement, for any reason whatsoever, Commitments that are unconditionally cancellable at any time by the bank without prior notice or that effectively provide for automatic cancellation due to deterioration in a borrower's credit worthiness.

9. Borrower hereby declare/undertake that any changes in the management/constitution, takeovers/mergers etc., shall be done only with the prior permission of the bank and any expansion, new project/investment/acquiring assets under lease/enter into borrowing arrangements will be done with prior consent of the bank.

10. Borrower hereby declare/undertake that Borrower will submit all the necessary Estimates/Quotations/Invoices/Approval from Statutory Authorities to Bank.

11. Borrower hereby declare/undertake that the Borrower have not raised any fresh liability since loan applied date.

12. Borrower hereby declare/undertake that the margin is brought from own funds and not outside liabilities.

13. Borrower hereby declare/undertake that the Borrower have not raised any liability, not having any limits exists as on today.

14. Borrower hereby declare/undertake that the all my existing loan accounts regular in all aspects and there is no adverse inspection comments in any of the accounts.

15. Borrower hereby declare/undertake that Borrower permits the bank to publish our name(s) in CIBIL and in will ful defaulters list etc. in case the loan becomes NPA.

16. Borrower hereby declare/undertake that loan amount can be released directly to the seller or existing bank/FI for closure of the existing loan in the name of the seller, and authorizing existing bank/SRO to hand over the original primary deeds and related documents to the authorized representative of the bank.

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17. Apart from Borrower, no other member of our family have any share, right, title or interest in or over the Vehicle. We have full powers to mortgage/pledge/hypothecation the Said vehicle in favour of the said Bank.

18. Borrower hereby agree and irrevocably authorize you Bank to debit every month a sum of EMI mentioned in schedule 1 (Key Fact Statement) of Agreement towards repayment of the loan from my/our Savings Bank or Current Account/CC/OD Account and credit to the loan account with Branch of the South Indian Bank, loan repayment till the entire loan with interest is liquidated.

The statements made by Borrower as above, are true and correct, in all respects and that South Indian Bank or any other person or authority or to whomsoever it may concern can act upon the same.

ARTICLE-II

REPAYMENT OF LOAN, INTEREST, OTHER CHARGES, EVENT OF DEFAULT & COVENANTS TO THE GUARANTORS

2.1 REPAYMENT OF LOAN & INTEREST APPLICABLE

1.a MCLR

The Borrower(s) agrees to repay the loan amount together with interest in the period specified in Schedule I (h) of the agreement in equated monthly installments (EMI) stated in Schedule I (f) of this agreement. The Borrower(s) under stands that the term "MCLR" means Marginal Cost of Funds based lend ingrate, which is a tenure linked bench mark, arrived based on the corresponding tenure of a particular advance/ facility. The Borrower(s) understands that actual lending rate shall be determined by adding the components of Spread to MCLR (of appropriate tenure). Further, it is understood that MCLR prevailing on the date of first disbursement shall be applicable and will remain unchanged until the date of next reset, irrespective of interim changes in MCLR. The Spread is also subject to variation on the date of reset and also at any point in time, on deterioration in the credit risk profile of the Borrower(s). Rate of Interest at each reset will be calculated based on them MCLR prevailing on that date plus existing spread or revised spread, as the case may be

OR

1.b REPO

The Borrower(s) agrees to repay the loan amount together with interest in the period specified in Schedule I (h) of the agreement in equated monthly installments (EMI) stated in Schedule I (f) of the agreement. The Borrower(s) understands. The term "Repo Rate", means the rate at which the Banks borrow funds from Reserve Bank of India and the Bank has adopted the REPO rate as the external benchmark to arrive at the effective rate of interest. The REPO rate shall

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be reset on the 1st day of every month based on the RBI Repo rate prevailing on the last day of the preceding month. Further, the Borrower(s) is/are also in agreement that the actual lending rate shall be determined by adding the components of Operating Cost and Spread to REPO Rate. The Spread may undergo change when the borrower's credit assessment etc undergoes substantial change etc. in the opinion of the Bank and the decision of the Bank in this regard shall be final and binding on the Borrower. The 'Operating Cost' will undergo changes per Banks policy in tune with regulatory guidelines. Further the effective rate of interest may also vary due to change in other components of ROI, i.e., Operating Cost, Business Strategy Spread and Credit Risk Premium. Spread may undergo change upon change in the Borrower's credit assessment and/ or on account of deterioration in the credit risk profile and/or on account of regulatory changes etc...

OR

1.c Fixed Interest

The Borrower(s) agree store pay the loan amount at the rate fixed for the entire tenure of the loan as given in Schedule I(h) of the agreement in equated monthly installments (EMI) stated in Schedule I (f) of the agreement.

2. The due date of monthly instalment shall be as given in the Schedule I (f) herein till the entire loan with interest, cost etc. is repaid.

3. The Borrower(s)

   Agrees that on account of upward revision of interest or for any other reason, without giving any reasons to the Borrower(s) the Bank will have absolute liberty and discretion to re-fix the amount of instalment and in that event the Borrower(s) shall be liable to repay the loan with revised interest at such revised instalment or the Bank may at its sole and absolute is cretion extend the period of repayment mentioned hereinabove.

4. In the event of any amendment/ alteration to the amount of instalment and/or the number of instalments on account of the above reasons, then the same shall be deemed to have been substituted herein this Agreement.

5. The Borrower(s) agrees to pay interest at the rate on the rests specified under schedule I (h) of the agreement, with the rests mentioned therein.

6. The Borrower(s) further agrees as follows:

a) Notwithstanding the above, the Borrower(s) agrees that the Rate of Interest may increase on account of the change of policy/directives of Reserve Bank of India/variation in MCLR/REPO and /or Spread and /or Operating Cost and in that case the Borrower(s) agrees to pay such revised rate of interest. The Borrower(s) also agrees that if such revised rate of interest is not acceptable, the Borrower(s) shall make repayment of entire balance outstanding in the loan account within a

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period of 30 days from the date of reset of rate of interest without pre-payment charges. If the Borrower(s) neither accepts the revised rate of interest nor close the loan within 30 days from the date of reset of rate of interest, the Borrower(s) shall be liable to pay interest at the revised rate of interest from the date of interest rate reset and in the event of pre-payment of loan after 30 days from the date of reset, the Borrower(s) agrees to pay additional interest of 2% on the prepaid amount, calculated from the end of 30 days period till the date of pre-closure.

b) The interest shall be calculated respectively on the daily balance of the amount due.

c) Interest specified in the Sanction Letter or any other provision in the Transaction Documents will be computed from the respective date of drawal and shall become payable upon the footing of compound interest with monthly rests or such other rests as may be prescribed by the Bank from time to time.

d) Interest on the outstanding amounts under the Facilities or other charges when debited to the relevant Account by the Bank, shall be calculated on the daily debit balance of such Account. In the event of remittance being made into the account after the normal business hours (i.e. beyond 6 hours from the commencement of business hours), but within the extended business hours, the Bank will have the discretion to value date such remittance on the next succeeding business day for the purpose of calculation of interest.

e) Interest and all other charges shall accrue from day to day and shall be computed on the basis of 365 days a year.

f) The Borrower(s) further agrees(s) that Bank is at liberty to vary the MCLR/REPO and/or Operating Cost at periodic intervals depending on tenor/ residual tenor to next reset date and / or the Spread at such rate(s) as may be decided by the Bank from time to time either on account of a revision in the MCLR/REPO of the Bank for the corresponding tenor/ residual tenor and/or deterioration in credit quality/rating of the Borrower(s) as assessed from time to time by the Bank or otherwise as decided by the Bank from time to time/ as per directives of the Reserve Bank of India as the Borrower(s) agree(s) to pay the interest at such revised rate. The Borrower(s) specifically waives notice of variation of any change in the interest rate/rest and notice published in Bank's Notice Board/Web Site of the Bank or entry regarding debit of interest in the statement of account shall be deemed to be sufficient notice of variation in rate of interest/ rest to the Borrower(s). Further, the Bank will be entitled to effect changes in the' spread 'from time to time. Further the interest payable by the Borrower(s) shall also be subject to the changes in the interest rates made by Reserve Bank of India from time to time.

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2.2 PRE-PAYMENT CHARGES

The Borrower(s) agrees that Bank is entitled to charge pre-payment/pre-closure charges as mentioned in Schedule I (i) of the Agreement.

2.3 PAYMENT OF OTHER CHARGES/FEES

The Borrower(s) agrees to pay all the charges/fees mentioned in Bank's sanction communication. The Borrower(s) also agrees to reimburse to the Bank all charges for legal scrutiny of title deeds, expenses incurred for valuation of property/assets offered as security to the Bank, inspection of security, visit of secured property, obtention of search reports /Encumbrance Certificate from Registrar of Assurances fees/charges/expenses incurred for taking possession of the secured asset/vehicle and its cost/expenses associated with retention/maintenance, etc. The Borrower(s) waives specific notice in respect of any such charges or revision thereof and notice published in the Notice Board displayed at the Branch of the Bank or entry in the account copy shall be deemed to be sufficient notice to the Borrower(s).

2.4 EVENTS OF DEFAULT

1. Notwithstanding anything contained herein or in the security documents, Bank may at its sole and absolute discretion recall the whole advance and the Bank will be entitled to enforce its security upon the happening of any of the following events, viz:-

a) Any instalments or portion of the principal monies and/or interest being unpaid upon the due date for payment thereof.

b) The Borrower(s) committing any breach of default in the performance or observance of these presents and/or the Borrower's proposal and/or security documents or any other terms or conditions relating to the advance;

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c) The Borrower(s) entering into any agreement or composition with its creditors or commit any act of insolvency.

d) Any execution or distress being enforced or levied against the whole or any part of the Borrower's properties;

e) The Borrower(s) going into liquidation or insolvency proceedings;

f) Receiver being appointed in respect of the whole or any part of the property of the Borrower.

g) The Borrower(s) ceasing or threatening to cease, to carry on its activities;

h) The occurrence of any event or any circumstance which is prejudicial to or impairs, imperils or depreciates or is likely to prejudice, impair, imperil or depreciate the security given to the Bank; and

i) The occurrence of any event or circumstance which would prejudicially or is like to prejudicially or adversely affect in any manner the capacity of the Borrower(s) to repay the loan.

2. On the question whether any of the above events has happened, he decision of the Bank shall be conclusive and binding on the Borrower(s).

2.5 The Bank will recognize incipient stress in borrower accounts, immediately on default, by classifying them as special mention accounts (SMA). The basis for classification of SMA categories shall be as follows:

Loans other than revolving facilities		**Loans in the nature of revolving facilities like cash credit/over draft**	
SMA Sub-categories	Basics for classification-Principal or interest payment or any other amount wholly or partly overdue	SMA Sub-categories	Basics for classification-Outstanding balance remains continuously in excess of the sanctioned limit or drawing power, whichever is lower, for a period of:
SMA-0	Upto30days		
SMA-1	More than 30 days and upto 60 days	SMA-1	More than 30 days and upto 60days
SMA-2	More than 60 days and upto 90 days	SMA-2	More than 60 days and upto 90 days

Note:

Examples of SMA/NPA Classification:

Example: If due date of a loan account is March 31, 2021, and full dues are not

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received before the Bank runs the day-end process for this date, the date of overdue shall be March 31, 2021. If it continues to remain overdue, then this account shall get tagged as SMA-1 upon running day-end process on April 30, 2021, i.e., upon completion of 30 days of being continuously overdue. Accordingly, the date of SMA-1 classification for that account shall be April 30, 2021.

Similarly, if the account continues to remain overdue, it shall get tagged as SMA-2 upon running day-end process on May 30, 2021, and if continues to remain overdue further, it shall get classified as NPA upon running day-end process on June29, 2021.

ARTICLE III
SECURITY FOR THE FACILITY & OTHER TERMS

3.1 SECURITY

a. The Facility together with all interest, all fees, commitment charges, costs, charges, expenses and other monies whatsoever stipulated in or payable under this Agreement and the other Transaction Documents shall be secured by Primary/Collateral Security as specified in Schedule I (g) and I (j) of the Agreement.

b. The security will be created in favour of the Bank, as required by the Bank, in a form and manner acceptable to the Bank.

c. The Borrower(s) shall make out / ensure that the third party security provider (if any) shall, make out a good and marketable title to its properties to be mortgaged to the Bank and comply with all such formalities as may be necessary or required for the said purpose. In case the Borrower(s)/third party security provider is a company, the particulars of charges shall be filed with the Registrar of Companies within the period prescribed by law.

3.2 HYPOTHECATIONOFVEHICLE(S)

a. The vehicle(s)/Asset(s) described in Schedule I (f) of the agreement of which the Borrower(s) is the rightful owner shall be security to the Bank until the said advance is completely repaid.

b. As security for the repayment of the loan by the Borrower to the Bank, the Borrower(s) hereby hypothecates the vehicle described in the Schedule I (f) hereunder, by way of first charge in favour of the Bank.

c. In the event of any vehicle(s) becoming not usable/damaged, the Borrower(s) shall cause further security to be provided to the Bank.

d. The Agreement and the security by way of hypothecation created shall operate as

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a continuing security for the ultimate balance due hereunder to the Bank and the security shall continue in operation till the agreement is expressly cancelled either by the Bank or by mutual consent of the parties, such cancellation by the Bank not to affect the obligations already incurred.

3.3 BANK's RIGHT ON THE SECURITY

a. In the event of failure to observe any of the conditions set out in the Agreement/security documents, the Bank can exercise their right on the security and may or can seize said vehicle(s) with or without notice to the Borrower(s)/ Guarantor(s).

b. The Bank may in exercise of the powers cause the said vehicle(s) to be sold by public auction or otherwise after seizure with or without notice to the Borrower(s)/Guarantor(s). In order to facilitate sale of vehicle the Borrower(s) agrees to execute and deliver to the Bank undated transfer/sale letter.

c. The Borrower(s) shall not, without the written consent of the Bank, create in any manner any charge, lien or other encumbrance on the security given to the Bank in respect of such advance or create any interest in such security in favour of any other party or person.

d. For all purposes the Bank's interest in the vehicle(s) shall be to the extent to 'security to the Bank 'and the Borrower(s) shall remain owner for purposes of observing the regulations of the motor vehicles, etc.

3.4 DELIVERY OF POST-DATED CHEQUES BY BORROWER(S)

On demand, the Borrower(s) agrees to deliver to the Bank post-dated cheques for the monthly installments and the Borrower(s) warrants that the cheque will be honoured on first presentation. Any non-presentation of a cheque due to any reason will not affect the liability of the Borrower(s) to pay the monthly installments or any other sum. The Borrower(s) agrees to forthwith replace the cheque/issue fresh cheques if required by the Bank. The borrower(s) shall not be entitled to call upon the Bank to refrain from presenting any cheque for payment and if the borrower(s) does so, the Bank shall never the less be entitled to present the cheque for payment and in the event of dishonor the provisions under Chapter XVII of the Negotiable Instruments Act,1881 and/or as amended from time to time shall apply.

3.5 BANK's RIGHT OF GENERAL LIEN AND SETOFF

a. The Borrower(s) and Guarantor/s agrees that in the event of default being committed in payment of the instalments, the Bank may at its discretion in exercise of its rights of set off appropriate any deposits standing to the credit of Borrower(s)and Guarantor/s in your branch or any branch of the Bank. The

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Borrower(s) and Guarantor/s further agrees and declares that the Bank shall have a right of general lien and set off on all my/ our other accounts and/or securities including gold/silver ornaments, share certificates including demat securities, LIC Policies, National Saving Certificates etc. in custody of the Bank either as securities for any other loan/advance availed by the Borrower(s) and Guarantor/s from the Bank or kept in safe custody and that the Bank may at its discretion in case of breach of terms of this Agreement may sell/dispose of such securities and appropriate the proceeds in pro-tanto satisfaction of the Bank sdues.

b. The Bank shall have the right of set-off/net off on the deposits of any kind and nature (including fixed deposits) held/balances lying in any accounts of the Borrower(s) and Guarantor/s and on any monies, securities, bonds and all other assets, documents, deeds and properties held by/under the control of the Bank/their trustees or agents (whether by way of security or otherwise pursuant to any contract entered/to be entered into by the Borrower(s) and Guarantor/s in any capacity) to the extent of all outstanding dues, whatsoever, arising as a result of any of the Bank 'services extended to and/or used by the Borrower(s) and Guarantor/s and/or as a result of any other facilities that may be granted by the Bank to the Borrower(s) and Guarantor/s. The Borrower(s) and Guarantor/s also notes the banker 'slien available to the Bank on the aforesaid assets.

c. In addition to the above mentioned right or any other right which the Bank may at any time be entitled whether by operation of law, contractor otherwise, the Borrower(s) and Guarantor/s authorizes the Bank:

d. (A) to combine or consolidate at any time all or any of the accounts and liabilities of the Borrower(s) and Guarantor/s with or to any branch of the Bank:

(B) to sell or dispose off any of the Borrowers and Guarantor/s securities or properties held by the Bank by way of public or private sale or assignment or in any other manner whatsoever without having to institute any judicial proceeding whatsoever and retain/appropriate from the proceeds derived there from the total amounts outstanding to the Bank from the Borrower(s) and Guarantor/s, including costs and expenses in connection with suchsale/disposal/transfer/assignment.

3.6 BORROWER(S) TO HOLD THE REGISTRATION CERTIFICATE UNDER TRUST

The Borrower(s) also agrees to execute necessary forms to be submitted to the Road Transport authority for noting Banks lien in the registration certificate/book and all expenses in this regard will be borne by the Borrower(s). Further the Borrower(s) agrees to furnish copy of Registration Certificate issued by the Road Transport Authority, duly signed by the Borrower(s), to the Bank immediately on receipt of the same and the same may be annexed to this agreement and treated as part of Schedule to this Agreement. Further in consideration of the Bank allowing the Borrower(s) to hold the registration certificate of the vehicle secured to the

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Bank for the purpose of keeping the same in the vehicle for traffic inspection purpose, the Borrower(s) undertakes to hold the same under trust on behalf of the Bank and produce the same to the Bank as and when called for.

3.7 INSURANCE

The Borrower(s) shall ensure to the satisfaction of the Bank and keep the vehicle constituting Banks security comprehensively insured by the Bank, against fire and all other risks for a sum equivalent to its full market value with an Insurance Company suggested by the Bank in the name and sole benefit of the Bank or in the borrower(s) name with Bank clause incorporated therein, as may be stipulated by the Bank, for such amount as the Bank may consider necessary and that the insurance policies shall be delivered to the Bank. If the Borrower(s) fails to effect such insurance, the Bank may, without being obliged to do so, insure the vehicle comprehensively in the name of the Bank or in the borrowers 'name with Bank clause incorporated therein, as may be decided by the Bank at its absolute discretion and debit the premium and such other charges to any account of the Borrower(s) opened or to be opened. The Borrower(s) agrees that debiting of insurance premium for a particular year(s) will not cast any obligation on the Bank to take out insurance policies of the vehicle in subsequent years. The Borrower(s) agrees that in the event of loss of vehicle, the Borrower(s) shall submit the insurance claim to the insurance company under intimation to the Bank and in the event of receipt of claim amount directly from the insurance company the Borrower(s) undertakes to remit the same to the Bank. The Borrower(s) further expressly agree that the Bank shall be entitled to adjust, settle, compromise or refer to arbitration any dispute arising under or inconnection with any insurance and such adjustment, settlement, compromise and any award made on such arbitration shall be valid and binding on the Borrower(s) and also to receive all monies payable under any such insurance or under any claim made there under and to give a valid receipt there for, and that the amounts or received shall be credited to the Borrowers account and the Borrower(s) shall not raise question that a larger sum might or ought to have been received or be entitled to dispute its liability for the balance remaining due on any account or accounts after such credit. Provided that the Bank may at its sole, absolute and unqualified discretion waive all or any of these requirements. The Borrower(s) also agrees to execute a letter addressed to the insurance company to pay the proceeds directly to the Bank in the event of arising of any claim in respect of the vehicle and deliver the letter to the Bank.

3.8 BAIL OR–BAILEE RELATIONSHIP

The vehicle(s) described in the schedule I (f) will remain and shall be treated as the property transferred to the Bank bailed out to Borrower(s) for running the vehicle(s) in good condition. The Bank has the position of the bail or and the Borrower(s) is the 'Bailee 'for purpose of this agreement. The Bank may as bail or take possession of all or any of the vehicle(s) at any time and may dispose of the

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vehicle(s) by sale or otherwise for such price as it thinks fit and shall appropriate the prices or received towards the amount due under the advance aforesaid.

3.9 SALE OF VEHICLE

On sale of the vehicle,

a) if the net sum realized by such sale be insufficient to cover the balance then due to the bank, the bank shall be at liberty to apply any other money or moneys in the hands of the bank standing to the credit or belonging to the borrower(s) or anyone more of the minor towards payment of the balance for the time being due to the bank and in the event of their not being any such money or moneys as aforesaid in the hands of the bank or in the event of such money or moneys being still in sufficient for the discharge in full of such balance the borrower(s) promise and agree forthwith on production to them further balance which may appear to be due by the borrowers thereon. PROVIDED ALWAYS that nothing herein contained shall deemed to negate qualify or otherwise prejudicially affect the right of the bank (which it is hereby expressly agreed that bank shall have) to recover from the borrower(s) the balance for the time being remaining due from borrower(s) to the bank notwithstanding that all or any of the said hypothecated may not have been realized.

b) In the event of there being a surplus available of the net proceeds of such sale after payment in full of the balance due to the bank it shall be lawful for the bank to retain and apply the said surplus together with any other money or moneys belonging to the borrower(s) or any or more of them for the time being in the hands of the bank in or under whatever accounts as far as the same shall extend against in or towards payment or liquidation of any and all other moneys which shall be or may become due from the borrower(s) or anyone or more of them whether solely or jointly with any other person or persons, firm or company to the bank by way of loans discounted bills, letters of credits, guarantees, Charges or on any other debts or liability including Bills, Notes, Credits and other obligations current though not then due or anyone or more of them or which the law of more of them may have against the borrower(s) or any one or more of them or which the law of set off or mutual credit would in any case admit and whether the borrower(s) or anyone or more of them shall be come or be adjudicated bankrupt or insolvent or be in liquidation or otherwise and interest thereon from the date on which any and all advance or advances in respect there of shall have been made at the rate of respective rate at which the same shall have been so advanced.

3.10 INDEMNITY

The bank shall not be under any liability whatsoever towards the borrower(s) or any other person for any loss or damage, to the said hypothecated vehicle(s), the subject of the Agreement to whatever cause or manner arising whether such hypothecated vehicle(s) shall be in the possession of the bank or not at the time of such loss or damage or the happening of the cause thereof. The borrower(s) shall

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at all times indemnify and keep indemnified the bank from and against all suits. proceeding, costs, charge claims and demand whatsoever that may at any time arise or brought or made by any person against the bank in respect of any acts. matters and things lawfully done or caused to be done by the bank in connection with the said hypothecated vehicle or in pursuance of the rights and powers of the bank under this Agreement.

3.11 RIGHTSANDREMEDIESOFTHEBANK

a) On happening of any of the Events of Default, The South Indian Bank Ltd. may by a Notice in writing to the Borrower(s) and without prejudice to the rights and remedies available to The South Indian Bank Ltd. Under the Loan Terms or any other Transaction Document otherwise:

(a) call upon the borrower/s to pay all the Borrower(s) 'Dues in respect of the Facility and otherwise and/or

(b) declare the security, if any, created in terms of/pursuant to the Loan Terms and/or the other Transaction Documents to be enforceable and The South Indian Bank Ltd., its Representatives and/or such other person in favour of whom such security or any part thereof is created shall have, inter alia, the following rights (notwithstanding anything to the contrary in the Loan Terms and/or the other Transaction Documents and irrespective of whether the entire Facility or Borrower/s' Dues has/have been recalled) namely:

i. to enter upon and take possession of the Asset(s) in accordance with the provisions of the Loan Terms and any other law in force; and/or

ii. to transfer or deal with the Asset(s) by way of lease, leave and license, sale or otherwise in accordance with the provisions of the Loan Terms and any other law in force.

b) The South Indian Bank Ltd. shall be entitled, at the sole risk and cost of the Borrower(s), to engage one or, more person(s) to collect the Borrower(s)' Dues and/or to enforce any security provided by the Borrower(s), and The South Indian Bank Ltd. may (for such purposes) furnish to such person(s) such information, facts and figures pertaining to the Borrower(s), the security and/or the Product(s) as The South Indian Bank Ltd. deems fit. The South Indian Bank Ltd. may also delegate to such person(s) the right and authority to perform and execute all acts, deeds, matters and things connected therewith, or incidental thereto, as The South Indian Bank Ltd. deems fit.

c) The South Indian Bank Ltd. Shall not in any way be liable/responsible, notwithstanding anything to the contrary under any applicable laws, for any loss, deterioration of or damage to, the Asset(s) on any account whatsoever whilst the same are in the possession of The South Indian Bank Ltd. Or by reason of exercise or non-exercise of any rights and remedies available to The South Indian

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Bank Ltd. As aforesaid.

d) If any One (or more) Events of Default shall have occurred, The South Indian Bank Ltd. shall, in addition to the various rights and remedies of The South Indian Bank Ltd. referred to in the clauses above, be irrevocably entitled and authorized to contact and require the Borrower(s)' employers to make deduction/s from the salary/wages payable by the employer to the Borrower(s) and to remit the same to The South Indian Bank Ltd. until all of the Borrower(s) Dues outstanding from the Borrower(s) to The South Indian Bank Ltd. is/are completely discharged. The deductions shall be of such amounts, and to such extent, as The South Indian Bank Ltd. May communicate to (and instruct) the Borrower(s)' employers. The Borrower(s) shall not have, or raise/create, any objections to such deductions. No law or contract governing the Borrower(s)' and/or Borrower(s) 'employer prevents or restricts in any manner the aforesaid right of The South Indian Bank Ltd. To require such deduction and payment by the Borrower(s) 'employer to The South Indian Bank Ltd. Provided however that in the event the said amounts so deducted are in sufficient or repay the outstanding Borrower(s)' Dues to The South Indian Bank Ltd. in full, the unpaid amounts remaining due to The South Indian Bank Ltd. shall be paid by the Borrower(s) in such manner as The South Indian Bank Ltd. May in its sole discretion decide and the payment shall be made by the Borrower(s) accordingly.

ARTICLE-IV

DISCLOSURE OF DETAILS OF BORROWER(S) AND VALIDITY OF THE AGREEMENT

4.1. DISCLOSURE OF DETAILS OF BORROWER(S)/GUARANTOR(S)

1. The Borrower(s)/Guarantor(s) agrees as a pre-condition of the credit facility granted by the Bank that in case any defaultis committed in the repayment of the loan/advance or inrepayment of interest thereon or any of the agreed instalment ofthe loan on due date/s, the Bank and/or the Reserve Bank of India will have an unqualified right to disclose or publish thename and/or photograph of the Borrower(s)/Guarantor(s) as defaulter in such manner and though such medium as theBankortheReserveBankofIndiaintheirabsolutediscretionmaythinkfit.

2. (a) The Borrower(s)/Guarantor(s)understand that as a pre-condition, relating to grant of the credit facilities, The South Indian Bank Ltd requires Borrower(s)/Guarantor(s) consent for the disclosure of, information and data relating to the Borrower(s)/Guarantor(s), of the credit facility availed of/to be availed of, by the Borrower(s), obligations assumed/to be assumed, by the Borrower(s), in relation thereto and default, if any, committed by the Borrower(s),in discharge thereof

   (b) Accordingly, the Borrower(s)/Guarantor(s)hereby agree and give consent

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for the disclosure by The South Indian Bank Ltd. of all or any such;

i) Information and data relating to the Borrower(s)/Guarantor(s)
ii) The information or data relating to any credit facilities availed/to be availed by the Borrower(s)/Guarantor(s)and
iii) Default, if any, committed by the Borrower(s)/Guarantor(s) in discharge of obligation of Borrower(s), as the Bank may deem appropriate and necessary to disclose and furnish to Credit Information Bureau (India) Ltd (CIBIL) and/or any other agency authorized in this behalf by RBI.

(c) The Borrower(s)/Guarantor(s) also declares that the information and data furnished by the Borrower(s)/Guarantor(s) to the Bank are true and correct.

(d) The Borrower(s)/Guarantor(s) undertake that:

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

3. The Borrower(s)/Guarantor(s) hereby gives specific consent to the Lender for disclosing / submitting the 'financial information' as defined in Section 3(13) of the Insolvency and Bankruptcy Code,2016 (**'Code'** 'for brief) read with the relevant Regulations/ Rules framed under the Code, as amended and in force from time to time and as specified thereunder from time to time, in respect to the Credit/Financial facilities availed from the Lenders, from time to time, to any Information Utility'(**'IU'** for brief) as defined in Section 3(21) of the Code, in accordance with the relevant Regulations framed under the Code, and directions issued by Reserve Bank of India to the banks from time to time and hereby specifically agree to promptly authenticate the 'financial information submitted by the Bank/Lender, as and when requested by the concerned ' IU'..

4. The Bank reserves the right, at any time, to modify/alter any of the terms & conditions of the facility. The Borrower authorizes the Bank to assess GST transaction data, the Credit Bureau report etc. and other related information of the Entity/Proprietors/Partners/Directors/Promoters The applicant shall be solely responsible to ensure that the registered mobile number or email as shared to the Bank as part of accessing the Online Platform is/are kept confidential and not revealed/ disclosed to any third party, including any person claiming to represent the Bank, or its agents and shall take all possible care to prevent discovery of the registered mobile number or SMS or email by any person. Such transmission methods involve the risk of possible unauthorized alteration of data, documents,

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information etc unauthorized usage therefore for whatever purposes and/ or virus attacks and are susceptible to a number of frauds, misuse, hacking, malicious, destructive or corrupting code, programme or macro which could affect the online facility for such utilization. This could result in delays in the processing or failure in the processing of such requests and the Bank shall not be responsible for the same. The Borrower shall exempt the Bank from any and all responsibility/ liability of such misuse or virus attacks/ transmission and shall not hold the bank responsible/liable therefore. Also, that in no event shall the bank be liable for any losses due to loss or improper or unauthorized use of the data, documents, information etc disclosed on the online platform and the Borrower shall be solely responsible for the same.

5. The Borrower hereby agrees and explicitly consents that the Bank may share/ distribute the information, including personal information provided by the Borrower to its affiliates and subsidiaries, including third parties where Bank deems it necessary, for carrying out the services. Additionally, the Borrower consents to the Bank using such personal data, documents, information provided for giving credit report and credit opinions for Bank's own consumption.

4.2. SPECIALCONDITIONS

In addition to the other terms and conditions stated in the Agreement, and other Transaction Documents, the Borrower(s) shall also comply with the terms and conditions specified in herein.

1. Borrower(s) shall agree to link the facility availed/ to be availed hereinabove to all the operative accounts under their respective Customer ID. Borrower(s) shall also allow Bank to automatically debit all the dues, including installment and charges, from their operative account(s), as and when a demand for installment and/or charges arises and/or installment / repayment is due in the credit facility availed by Borrower(s).

2. Detailed breakup between the Principal and interest for the tenure of the loan will be shared with the Borrower; however, the same is subject to change; and upon such change, such amended principal and interest for the rest of the tenure shall be deemed to become effective and the repayment dates shall be deemed to have been amended accordingly.

3. The Borrower/s shall agree to all Terms and conditions as applicable to the Vehicle Term Loan Scheme of the Bank, as being made applicable at the time of application and duly acknowledged.

4.3. ADDITIONALTERMSANDCONDITIONS

The 'Borrower/s and Co-Borrowers/Guarantor(s) as defined herein hereby irrevocably and unconditionally agrees to abide by the following additional terms and conditions. For the Purpose of this Clause, any reference to Borrower herein

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shall also have invariable reference to the Guarantor/s to the Vehicle Loan sanctioned:

4. Notwithstanding anything mentioned in clause 3.3 and clause 3.11 mentioned hereinabove or any other clause therein, in the event of the Borrower committing any act of default as mentioned in the Vehicle Loan Agreement, the Bank shall be entitled at its absolute discretion to inter alia:

a) Call upon the Borrower by issuance of a 7 days loan recall notice (or forthwith in exceptional scenarios as mentioned hereinafter) to pay forthwith the outstanding balance of the loan together with the interest and all sums due and payable by the Borrower. The requirement of 7days' notice will be dispensed with in case any fraud is perpetuated by the Borrower or persons/entity providing securities or if the effect or consequence of an event, circumstance, occurrence or condition which has caused in the opinion of the Bank, as of any date of determination, or could reasonably be expected to cause a material and adverse effect on:(i)the financial condition, business or operation of the Borrower, the persons/entities providing the securities or any Person who is party to any loan/security documents executed in connection with the credit facilities provided to the Borrower; (ii) the ability of the Borrower, to perform their respective obligations under the loan/security Documents; (iii) the legality, validity or enforceability of any of the loan/security documents executed for the benefit of the Bank (including the ability of Bank to enforce any of its remedies under the loan/security documents executed in connection to the credit facilities sanctioned to the Borrower).

b) Repossession of the Asset(s): To take possession of the Hypothecated Asset(s) after expiry of the notice period mentioned in clause (a) above from whose so ever it may be stored/ kept/ parked the Asset(s) including all accessories, body work, and fittings and for that purpose, it shall be lawful for the Bank or the Banks authorized representatives, servants, agents, officers forthwith or any time enter upon the premises or garage where the Hypothecated Asset(s)shall be lying and kept and to take possession or recover or receive the same if necessary to break open such place of storage. Any damage to the land or building caused by removal of the Asset(s) shall be the sole responsibility of the Borrower. The possession as contemplated in the aforesaid clause would be done in conformity with the recovery policy of the Bank, the terms whereof are deemed to be part and parcel of these presents.

c) To take all necessary steps as fully and effectively as the Borrower could take to dispose off the Assets at the risk and cost of the Borrower in all respect after issuance of a pre-sale notice intimating the Borrower/security provider of the proposed sale. The notice amongst others shall grant the Borrower/security provider reasonable time to repay the outstanding debt due and payable to the Bank. In case the Borrower/security provider pay the due and payable amount to the satisfaction of the Bank within the timelines mentioned in the pre-sale notice, the proposed sale shall be called off by the Bank and the Assets shall be handed

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over back to the Borrower/security provider at the costs and expense of the Borrower/security provider. On the contrary, if the Borrower/security provider fails to pay the due and payable amount within the timelines prescribed, Bank shall proceed to sell the Assets either through public or private auction as deemed appropriate.

d) The Borrower shall not raise any objection to the regularity of sale or other disposition made by the Bank nor shall the Bank be responsible for any loss that may arise from any act or default on the part of any broker or auctioneer orotherpersonorbodyemployedbytheBankorthereceiverforthepurposeofthesaleordi sposition.

e) The Borrower expressly recognizes and accepts that the Bank shall, without prejudice to its rights to perform such activities either itself or through its officers or servants and be absolutely entitled and have full power and authority to appoint one or more third parties at the sole discretion of the Bank and to transfer or delegate to such third parties the right and authority to collect on behalf of the Bank all unpaid amounts and to perform and execute all acts, deeds, matters and things connected therewith or incidental thereto.

5. The Borrower further agrees and gives consent without any demur or protest at all on that;

a) In the event of default in repayment of any monies or in the performance or breach of any terms or obligations, the Bank and/or the Reserve Bank of India or any other authorized agency will have an absolute discretion or unqualified right, power and authority to disclose or publish names of the borrower(s) and or names and photographs of its directors/partners/office bearers/constituents/members as DEFAULTER in such manner as they think fit;

b) As a precondition relating to the grant of the credit facilities, the Borrower hereby agrees and consents for the disclosure by the Bank of all or any information and data relating to the Borrower, the credit facilities availed by the Borrower, obligations assumed/ to be assumed by the Borrower in relation thereto and default if any committed by the Borrower in discharge thereof, as the Bank may deem appropriate and necessary to disclose and furnish to Transunion CIBIL limited and any other agency so authorised in this behalf by RBI. The Bank shall also have the right to make disclosure of information relating to the Borrower to any other governmental/ regulatory/ statutory or private agency as required under law from time to time. The Borrowers personal/KYC details may be shared with Central KYC registry. The Borrower hereby authorize and give consent to the Bank to disclose, without notice to the Borrower, information furnished by the Borrower in application form(s)/related documents executed / to be executed in relation to the facilities availed from the Bank, to the Banks other branches/Subsidiaries/affiliates/Credit bureau/ Rating Agencies, Service Providers, banks/financial institution, governmental/ regulatory authorities or

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third parties for KYC information verification, credit risk analysis, or for other related purposes that the Bank may deem fit. The Borrower hereby specifically waive the privilege of privacy and privity of contract.

c) The Borrower hereby agrees that the Transunion CIBIL limited and any other agency so authorized may use, process the said information and data disclosed by the said Banks in the manner as deemed fit by them; and the Transunion CIBIL limited and any other agency so authorized may furnish for consideration, the processed information and data or products thereof prepared by them, to the Bank and confirms that the Borrower shall not raise any dispute whatsoever in that behalf in all respects and to all intents.

d) Neither the Borrower nor any director, partner, promoter, member or trustee of the Borrower has been declared to be a wilful defaulter. The Borrower shall not induct a person in its Board, who has been identified as a wilful defaulter, and in case such a person is found to be on the Board of the Borrower, it would take expeditious and effective steps for removal of the person from its Board. In the event of failure of the Borrower to remove the person whose name is found in the list of wilful defaulters from its Board, the said Banks may at their sole discretion treat the same as an event of default and may call up the said Facilities as granted by the said Banks.

e) The Borrower hereby acknowledges and agrees that the Bank has a right to carry out specific audits through its auditors including those related to diversion /siphoning of funds by the Borrower, if and when decided by the Bank. The Borrower agrees and undertakes to co-operate with such Auditors and provide the necessary information and/or documents as may be required by such Auditors. The Borrower also agrees and undertakes to bear all the expenditure in respect of such audit and agrees to indemnify and keep the Bank indemnified in this regard.

f) The Bank shall at any time, without any consent of or notice to the Borrower (s) be entitled to securitize, sell, assign, discount or transfer all or any part of the Bank's rights and obligations under the Loan, this document or any other document, to any person(s) and in such manner and on such terms as the Bank may decide. The Borrower shall not be entitled to directly or indirectly assign or in any manner transfer, whether in whole or part, any rights, the benefit or obligation under the Loan, this/other document.

g) Bank shall be entitled at its discretion to engage/ avail of, at the risk and cost of the Borrower, services of any person/third party service provider/agent/agency, for anything required to be done for/ in relation to/ pursuant to the Loan, including collections, recovery of dues, enforcement of security, getting or verifying any information of the Borrower/assets, and necessary or incidental lawful acts/deeds/matters and things connected thereto, as the Bank may deem fit.

h) The Borrower hereby acknowledges and consents that the Bank is entitled to

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THE SEAL OF SUB-REGISTRAR SUB-DISTT-V DELHI maintain the loan account at a Bank Branch convenient for operations as it deems fit and Borrower does not have any objections for the same. The same shall not, by default, confer any jurisdiction to the place where such Branch is situated, unless the Bank desires to pursue the legal recourse from the Courts having jurisdiction over such place.

i) The Borrower voluntarily opt for e-signature of loan documents through Aadhaar verification, and submit to the Bank Aadhaar number, Virtual ID, e-Aadhaar, Aadhaar details, demographic information, identity information, Aadhaar registered mobile number, (collectively, "Aadhaar related Information"). The Borrower is informed that Bank will share Aadhaar number/Aadhaar registered mobile number with its Service providers and NeSL/UIDAI, for authentication of Aadhaar data, demographic details, registered mobile number and identity information, which shall be used for carrying out digital execution of loan documents through Aadhaar based e-signature. The Borrower hereby authorise and give informed consent to the Bank (and it's all service providers), for the following informed purposes: for establishing my identity, carrying out my identification, demographic or other authentication/verification/identifications as may be permitted as per applicable law, for carrying out Aadhaar based e-signatures on this loan documentation in connection with the loan availed/to be availed from the Bank. (Applicable only for digital execution)

4.4. SEVERABILITYOFPROVISIONS

If any provision of this standard terms and condition is illegal, invalid or unenforceable for any reason, it will be severed from the remaining provisions, which will remain unaffected.

4.5. VALIDITYOFTHEAGREEEMENT

The standard terms and conditions given in this document shall be valid and binding on the Borrower(s) till the ultimate balance with interest thereon to become payable upon the said loan account including all moneys lent, advanced, paid or incurred together with interest, discount, commission and other banking charges as fixed by the bank from time to time and other costs, charges and expenses which may become payable in connection therewith.

4.6. INTERPRETATIONSANDCONSTRUCTIONOFTHEAGREEMENT

For the purposes of interpretation and construction of this agreement:

a) Words importing one gender include the other;

b) Words importing the singular or plural number include the plural and singular numbers respectively;

c) Any schedule, and the provision and conditions contained in such schedule of the agreement will have the same effect as if set out in the body of this document. In the event of any conflict between the Schedule of the agreement and the body of this document, the provisions and conditions in the Schedule of the agreement will prevail.

d) The Section Headings or Chapter Headings used in this document are intended for

For THE SOUTH INDIAN BANK LTD.

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Branch Chittaranjan Park-New Delhi

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Government of National Capital Territory of Delhi
e-Registration Fee Receipt

Receipt No	DL1584150646539
Issue Date	04-MAR-2024 15:51
ACC Reference	SHCIL/SHCIL NCT OF DELHI/NEHRU PLACE
ESI Certificate No	IN-DL53474229545726W
Purchased By	THE SOUTH INDIAN BANK LTD
Registration Fees Paid By	THE SOUTH INDIAN BANK LTD
Property Description	BRANCH C R PARK, NEW DELHI-110019
Purpose	Article 5 General Agreement

Particulars	Amount (Rs.)
Registration Fee	₹ 1,000.00
Copying Fees	₹ 100.00
Service Charges	₹ 15.00
CGST @ 9 % *	₹ 1.00
SGST @ 9 % *	₹ 1.00
Total Amount	₹ 1,117.00

LOCKED

(Rupees One Thousand One Hundred Seventeen Only)

Statutory Alert : This is a receipt of fees collected and should not be treated as receipt of Registration. The authenticity of e-Registration Fee Receipt can be be verified at website i.e. https://www.shcilestamp.com/Registration/ .

*GSTIN Number : 07AABCS1429B1ZW

PAN: AABCS1429B

CIN: U67190MH1986GOI040506

SAC : 998599

PREMISES : IFCI Tower, 5th Floor, A wing, 61, Nehru Place, New Delhi-110019

For THE SOUTH INDIAN BANK LTD.

Senior Manager

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Document Registration Summary 2

Print Date :- 07-Mar-2024

Registration No:2024/10/2119

Type Of Deed General Agreement

Sr.NO	Party Name and Address	Party Type	Photo	FingerPrint	Signature
1	JITIN VENUGOPAL NAIR RAM NIVAS, VALANCHERI PO, KATTIPPARUTHI, TOLAVANUR, MALAPPURAM, KERALA-276552 , , , Delhi, **Aadhar Card**- ********5699 ,**Pan No:** ,**Age**38	EXECUTANT			
2	JITIN VENUGOPAL NAIR RAM NIVAS, VALANCHERI PO, KATTIPPARUTHI, TOLAVANUR, MALAPPURAM, KERALA-676552 , , , Delhi, **Aadhar Card**- ********5699 ,**Pan No:** ,**Age**38	CLAIMANT			

The Executants Have Admitted The Execution

Stamp No. 3 at On Dated 07-Mar-2024 12:36:58 pm

Witness

Sr.NO	Witness Name	Witness Photo	Witness Thumb	Witness Signature
1	NISHANT DOBHAL S/O :-GOPAL DOBHAL Address :-PRAKASH KUNJ, PANJARI, SHIMLA, HIMACHAL PRADESH-171004			
2	JOBIN DON BENNY S/O :-BENNY AUGUSTINE EZHAKUNNEL Address :-HOUSE EDAMATTOM RAJAKUMARI LDUKKI, KERALA-685619			

Stamp No. 4 at 07-Mar-2024 12:37:41 pm

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convenience only and shall not be used in interpreting this document or in determining any of the rights/obligations of the parties to the Agreement.

4.7 WAIVER OF RIGHTS IN CONSISTENT TO THE AGREEMENT

The Borrower(s)/Applicant(s) hereby further waive all his/ her/their rights inconsistent herewith which the Borrower(s)/Applicant(s) may otherwise be entitled to claim and enforce in respect thereof.

IN WITNESSES WHEREOF, I have signed this Deed at New Delhi, on this 05th day of March, 2024, in the presence of the following witnesses.

WITNESSES:-

1. Mr. Nishant Dobhal
   S/o Mr. Gopal Dobhal
   R/o Prakash Kunj, Panjari, Near ISBT,
   Post Office Chaura Maidan, Shimla Urban(T),
   Shimla, Himachal Pradesh-171004
   A.D. No.7747 9159 6323

2. Mr. Jobin Don Benny
   S/o Mr. Benny Augustine Ezhakunnel
   R/o House Edamattom, Rajakumari
   Idukki, Kerala-685619
   A.D. No.8119 7207 8781

For THE SOUTH INDIAN BANK LTD
Senior Manager
Branch Chittaranjan Park-New Delhi

EXECUTANT

Proofing Number: 2024/10/2119
Presenter Name: JITIN VENUGOPAL NAIR

Certificate (Section 60)

Office of the South East Mehrauli

Registration No: **2024/10/IV/326** in Book No : **IV**,Volume No : **4991**,

Page No. on page **1** to **62** on this date **12-Mar-2024** day **Tuesday.**

Date:- **12-Mar-2024**

Registering Officer
South East Mehrauli

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