

INDEX

SR NO	LIST OF CONTENT	PAGE NO
1.	Demand Promissory Note Covering Note	
2.	Demand Promissory Note	
3.	DP Note Delivery Cum Waiver Letter	
4.	Irrevocable Power Of Attorney (POA)	
5.	Loan cum Hypothecation Agreement	
6.	UDC Covering Letter	
7.	Disbursement Request Letter	
8.	Standing Instruction	
9.	NACH Form	
10.	Letter of Continuity For On - Demand Promissory Note	

DEMAND PROMISSORY NOTE COVERING NOTE

Date: ____ / ____ / ____

Shinhan Bank,

(“Shinhan Bank”)

Reference: Prime Car Loan facility aggregating to Rs. _____
 (“Facility”) Sanctioned to us vide sanction letter numbered _____ dated
 / ____ / _____

(“Sanction Letter”)

Dear Sir/Madam,

I/We enclose my/our On-Demand Promissory Note dated ____ / ____ / ____ for an amount equivalent to the Facility of Rs. _____/- (Rupees _____ only) and interest thereon at the rate specified in the Sanction Letter, which may be revised from time to time, by Shinhan Bank, at its sole discretion, in accordance with the terms and conditions of the Sanction Letter and/or the facility agreement and other loan documents executed by and between the Borrower and Shinhan Bank. This Demand Promissory Note is in respect of and towards repayment of the Facility availed by us from Shinhan Bank in terms of the Sanction Letter and the amounts, which may be due thereunder. Shinhan Bank shall hold the On-Demand Promissory Note as security for the repayment by me/us of all sums and amounts due and payable by me/us to Shinhan Bank under the Facility.

I/We shall remain liable under the said On-Demand Promissory Note notwithstanding the fact that by payment/s received by Shinhan Bank, from time to time, our liabilities are reduced or extinguished or the balance to our account with Shinhan Bank stands to credit.

The On-Demand Promissory Note shall be without prejudice to all other security in Shinhan Bank’s favor for this transaction.

Capitalized terms used but not defined herein shall have the meaning ascribed to such terms in the facility agreement executed by and between the Borrower and Shinhan Bank in respect of the Facility.

Yours faithfully,

[SIGNED AND DELIVERED BY]

<p>_____</p> <p>[BORROWER]</p>	<p>_____</p> <p>[CO-BORROWER]</p>
<p>Place:</p> <p>Date:</p>	

Insert particulars of branch where DPN to be submitted.

DEMAND PROMISSORY NOTE

Date: ____ / ____ / ____

To,
Shinhan Bank,

(“Shinhan Bank”)

Reference: Prime Car Loan facility aggregating to Rs. _____
(“Facility”)

Sanctioned to us vide sanction letter numbered _____ dated _____
_____ / _____ / _____

(“Sanction Letter”)

ON DEMAND I/We, _____ (the
“Borrower/s”),
residing at _____ and

having passport/aadhar number as specified below, unconditionally promise to pay Shinhan Bank on order mentioned above, an amount equivalent to the Facility of Rs. _____ / (Rupees

_____) and the interest thereon at the rate specified in the Sanction Letter, which may be revised from time to time, by Shinhan Bank, at its sole discretion, in accordance with the terms and conditions of the Sanction Letter and/or the facility agreement and other loan documents executed by and between the Borrower and Shinhan Bank. Presentment for payment and noting and protest of this note are hereby unconditionally and irrevocably waived.

Capitalised terms used but not defined herein shall have the meaning ascribed to such terms in the facility agreement executed by and between the Borrower and Shinhan Bank in respect of the aforesaid Facility.

Affix Revenue stamp of appropriate value.

Yours faithfully,

[SIGNED AND DELIVERED BY]

(Sign across the revenue stamp)

_____ [BORROWER] Passport/ Aadhar: Place:	_____ [CO-BORROWER] Passport/ Aadhar:
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DP NOTE DELIVERY CUM WAIVER LETTER

Date: ____ / ____ / ____

To,
Shinhan Bank,

(“Shinhan Bank”)

Reference: Prime Car Loan facility aggregating to Rs. _____ (“Facility”) sanctioned to us vide sanction letter numbered _____ dated ____ / ____ / ____ (“Sanction Letter”).

Sir/Madam,

In consideration of Shinhan Bank making from time-to-time advances/banking accommodations/credit facilities to me/us under the Prime Car Loan facility amounting to Rs. _____ / (Rupees _____ only) (“Facility”) with applicable interest in accordance with the Sanction Letter and other executed documents, which interest rate may be revised from time to time by Shinhan Bank in terms of the executed loan documents, and with reference to the On-Demand Promissory Note/s dated _____ / signed and/or endorsed by me/us in favor of Shinhan Bank, I/We do and each of us hereby agree and undertake, jointly and severally, as under:

1. That in addition to any general lien or similar right to which Shinhan Bank as bankers may be entitled by law, Shinhan Bank may at any time without notice to me/us combine or consolidate all or any of my/our advances/credit facilities with any liabilities to Shinhan Bank and set off or transfer any sum standing to the credit of any one or more of such advances/credit facilities in or towards satisfaction of any of my/our liabilities to Shinhan Bank or in any other respect, whether such liabilities be actual or contingent, primary or collateral and several or joint.
2. I/We the undersigned hereby waive presentment of the said On-Demand Promissory Note/s and hereby undertake to pay to you the amount due on the said On-Demand Promissory Note/s without the same being presented to me/us for payment.

Yours Faithfully,

[SIGNED AND DELIVERED BY]

<p>_____</p> <p>[BORROWER]</p>	<p>_____</p> <p>[BORROWER]</p>
<p>Place:</p>	

Insert particulars of branch where DPN to be submitted.

IRREVOCABLE POWER OF ATTORNEY

WHEREAS, Shinhan Bank a banking company duly constituted, registered and in existence in accordance with the laws of Republic of Korea now in force and having its Head Office at 120 Taepyeongro 2- ga, Jung-gu, Seoul, Korea, 100724 and having branch office in India with one of its branches at (*Address of branch*) hereinafter referred to as "the Bank" which term shall include its successors, administrators and assigns) has at my request granted me more particularly specified in Schedule, a Loan for purchase of Vehicle on the terms and conditions of the Loan cum Hypothecation Agreement executed between the Borrower and the Bank and more particularly specified in the Schedule.

PURSUANT to the terms and conditions of the said Loan Cum Hypothecation Agreement, the Borrower has agreed to hypothecate to and charge in favour of the Bank by way of first and exclusive charge and said Vehicle brief details of which is described in the Schedule and the further particulars of the Hypothecated Asset(s) shall be intimated to the Bank in writing, as an addendum to this agreement, with all the relevant particulars of the assets including the registration details of the assets as may be applicable, whereupon such intimation in writing shall form part of the Schedule attached hereto and shall deemed to have been incorporated in this Power of Attorney.

WHEREAS in consideration of the Bank having granted the said Vehicle Loan at my request, I have agreed to appoint the Bank as its true and lawful attorney authorizing the Bank to do all the acts and deeds as may be deemed necessary on my behalf.

NOW ALL MEN AND THESE PRESENTS WITNESS that I do hereby irrevocably nominate, constitute and appoint the Bank acting through any of its officers or agents as my true and lawful attorney for me in my name and on behalf and at my cost and risk to do, execute and perform all or any of the following acts, deeds, matters and things to do so as:

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 Vehicle in the Bank or its nominee or any purchaser thereof.
2. To disburse the loan amount of purchase of the said Vehicle 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 income tax returns 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/up the undersigned, for seeking auto loan from the Bank.
4. To appear before the office of Registration Authority, Regional Transport Officer, Sales Officer and other authorities through advocates or any such authorized person deemed necessary by the Bank to effect endorsement of hypothecation in the registration certificate and transfer the Vehicle when necessary.
5. To obtain, receive, demand or collect any form, certificates, registration books, booking order, insurance policies or other documents form any Registering Authority, manufacturers of the said Vehicle and/or its dealers.
6. To take possession of the said Vehicle in case of default and for the purpose enter the premises where the said Vehicle is parked, as per terms of the Agreement.
7. To transfer, sell or dispose of the said Vehicle and sign and execute all or any forms, declarations or instruments, as may be necessary or expedient for giving effect to the delivery to the said Vehicle to the purchaser thereof.
8. To appoint or engage any broker, dealer or auctioneer for affecting any such transfer, sale or disposition of the said vehicle.
9. To sign, execute necessary forms, documents or to give notice to the appropriate Registering Authority for effecting transfer of the said Vehicle in favour of the purchaser.
10. To receive the consideration of the sale, transfer, disposition or dealing of the said Vehicle 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 Vehicle as and when demanded by the bank.
12. To appoint or engage any broker or other agent for taking possession or effecting delivery of the said Vehicle.
13. To sign and deliver or otherwise perfect the hypothecation created or to be created on the said Vehicle

and to do all such acts, deeds and things as may be required for exercise of or any the powers hereby conferred.

14. To sign and deliver the necessary forms that may be required to be filed or necessary with Registration Authority or other authorities under the Motor Vehicles Act, 1988 or any other law for the time being in force to record the charge of hypothecation on the said Vehicle, created or to be created in favour of the Bank.

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

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

17. To obtain, receive, demand or collect any forms, certificates, registration books, booking order, insurance policies or other documents from any Registering Authority, manufactures of the said Vehicle or its dealer/sellers.

18. To cancel, annul or rescind booking of one or more of the said Vehicle 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.

19. To fill in and compete any cheque that may be lying now or thereafter with the Bank duly signed by me, or on my behalf with such amount, date and/or name of the payee that may be deemed fit by the Bank.

20. To get requisite information from my employer as may be expedient to ascertain material particulars.

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

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

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

24. For the better doing, performing and executing all the matters and things aforesaid. I hereby further grant unto the said Bank full power and authority to substitute and appoint in its place and stead on such terms as it may think fit one or more attorney/s to exercise for me as my 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 place of such attorney/s as the Bank may from time to time think fit.

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

This authority shall be binding upon me, the undersigned and my legal successors prior and post to the grant of the loan and shall be irrevocable during the tenure of the loan as the same is coupled with interest and consideration, until all sums due and owing by me has been paid to the Bank.

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

IN WITNESS WHERE OF I hereunto set my hands at _____ (place) this day of _____

Name of Borrower (s)	(Sign.) X
Name of Borrower (s)	(Sign.) X
Name of Borrower (s)	(Sign.) X

Signed, and Delivered by the within named Bank, Shinhan Bank through its authorized official.

For Shinhan Bank

Authorized Signatory/ies

LOAN CUM HYPOTHECATION AGREEMENT

THIS AGREEMENT IS MADE at the place and date as specified in the Schedule between those persons, whose name(s) and address (es) are as specified in the Schedule (hereinafter called the "**Borrower(s)**") of **ONE PART**;

AND

Shinhan Bank a banking company duly constituted, registered and in existence in accordance with the laws of Republic of Korea now in force and having its Head Office at 120 Taepyeongro 2- ga, Jung- gu, Seoul, Korea, 100724 and having branch office in India with one of its branches at (*Address of branch*) hereinafter referred to as "**the Bank**" (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) of the **SECOND PART**;

(The expressions "Borrower(s)" and the "Bank", unless repugnant to the context, shall include their respective legal heirs, representatives, successors, executors, administrators and assigns).

WHEREAS the Borrower(s) has/have requested the Bank and the Bank has agreed to provide Loan upto the limit(s) as specified in the Schedule with full power to the Bank from time to time to renew or reduce or enhance the limit or altogether withdraw the facility on the terms and conditions appearing herein for the purpose of purchasing a Vehicle (hereinafter collectively and individually referred to as the "Loan"), details of which are specified in the Schedule to this Loan Agreement.

IT IS AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS

1. DEFINITIONS AND INTERPRETATION

1.1 In this Agreement, the following meanings are applicable:

- a) "**Agreement**" means this Loan Agreement for grant of Loan for the purchase of a Vehicle (Used Car/ New car whichever is applicable) read in conjunction with the most important information more particularly detailed in the Schedule.
- b) "**Borrower**" means an individual, whose name and address is stated in Schedule executing this agreement as borrower and the term "Borrower" shall include his/her heirs, executors, administrators and legal representatives and permitted assigns.
- c) "**Co-Borrower(s)**" means one or more persons whose names appear/s in the Schedule as the Co-Borrower and, executing this Loan Agreement as Co-Borrower and each one being deemed to have made this Loan Agreement individually and in case of more than one, all of them having agreed to the liabilities, co-existing with the Borrower, hereunder jointly and severally and the term "Co-Borrower(s)" shall include her/his/their respective heirs, executors, administrators and legal representatives and permitted assigns.
- d) "**Branch**" means the office of the Bank at the place mentioned in the Schedule and where the Loan is disbursed and shall include any other Branch where the Loan account is maintained or transferred to any time at the sole discretion of the Bank.
- e) "**Default/ Penal Interest Rate**" means the rate at which the Bank shall compute and apply interest on all amounts not paid when due for payment by the Borrower to the Bank, as stated in the Schedule or as may be amended from time to time by the Bank.

- f) **"Due Date"** means the date(s) on which any amounts in respect of the Borrower's Dues including the Principal amounts of the Loan, interest and/or any other monies fall due as specified in the Application Form and/or the Loan Terms and the other Transaction Documents.
- g) **"Event of Default"** shall have the same meaning assigned to it in Clause 19.
- h) **"EMI" or "Equated Monthly Installment"** shall mean the amount payable every month by the Borrower to the Bank comprising of interest, or as the case may be, principal and interest calculated on the basis of monthly rests at the rate applicable as stated in the schedule and is rounded off to the next rupee. "Post Dated Cheques" (PDCs) shall mean the cheques issued by the Borrower to match the due date of each installment.
- i) **"Electronic Clearing System" (ECS)** shall mean the debit clearing service notified by Reserve Bank of India participation which has been consented to in writing by the Borrower for facilitating the payment of EMIs.
- j) **"Standing Instruction" (SI)** shall mean the written instructions issued by the Borrower to the Bank to debit the account of the Borrower maintained with Bank for facilitating payment of EMIs.
- k) **"Loan"** means the Vehicle/ Car loans (Used Car/ New car whichever is applicable) granted by the Bank as per the terms and conditions of the product, under the terms of this Agreement and shall also mean to include the principal amount of Loan and all dues outstanding there under if the context so requires.
- l) **"Outstanding amount (s) or Outstanding"** means the outstanding principal amount of the Loan, interest payments and other charges, fees, costs, commitments, expenses, stamp duty and all other sums whatsoever payable by the Borrower/Co-Borrower(s) to the Bank in accordance with this Loan Agreement and accompanying transaction documents.
- m) **"Interest Rate"** means the rate at which the Bank shall compute and apply interest on the Loan, as stated in the Schedule or as may be amended from time to time by the Bank.
- n) **"Penal/Default Interest Rate"** means the rate at which the Bank shall compute and apply interest on all amounts not paid when due for payment (or reimbursement) by the Borrower to the Bank, as stated in the Schedule or as may be amended from time to time by the Bank.
- o) **"Parties"** means the Bank and the Borrower referred to collectively.
- p) **"Vehicle"** means the Vehicle (Used Car/ New car whichever is applicable) hypothecated by the Borrower/Co-Borrower with the Bank and described in the Loan Application and more particularly in Schedule, which is sought to be purchased by the Borrower/Co-Borrower(s) and / or sought to be financed by the Bank and includes the chassis and the body to be constructed/fitted on the chassis and all accretions, additions and accessories (including any additional body building/modification works, additional components and engine/part upgrades etc) made / done to the Vehicle (s) and includes used vehicle(s).
- q) **"Valuation or Valuation Report"** means Current market value of the Used Car derived from examination of the Used Car by empaneled valuer or recognized valuer of the Bank on the request of the Borrower/ Co-Borrower / Bank for the purpose of hypothecation and the grant of Loan to the Borrower/ Co-Borrower. Current market Value, which is submitted by the empaneled Valuer or recognized valuer to the Bank in writing, is known as Valuation report (**This definition is applicable in case of Used Car Loans or where Bank may feel that the valuation of the car is required to be done before grant of Loan).
- r) **"Schedule"** means the schedule of this Agreement, which forms a part of the Agreement. References to the Schedule are attached to this Loan Agreement or executed by the Parties

separately with reference to this Loan Agreement, the Schedules shall form an integral part of this Loan Agreement;

- 1.2 In this Agreement, singular shall include plural and the masculine gender shall include the feminine and neutral gender.
- 1.3 Any expression not defined herein shall, if defined under General Clauses Act, 1897 shall carry the same meaning as assigned to it under the said Act.
- 1.4 The arrangement of clauses in this Agreement shall have no bearing on their interpretation.
- 1.5 The clause headings are inserted for the sake of convenience only and shall not affect the interpretation of the provisions hereof.
2. References in this Loan Agreement to statutory provisions shall be construed as references to those provisions as modified or re-enacted from time to time (whether before or after the date of this Loan Agreement) and to any subordinate legislation made under such provisions and shall include references to any repealed statutory provision which has been so re-enacted (whether with or without modification).
3. **PURPOSE OF THE LOAN:** The Borrower/Co-Borrower(s) is engaged in the activity mentioned in the Schedule and the Borrower/Co-Borrower(s) agrees to utilize the Loan only for the Purpose of purchase of vehicle for non-commercial use only.

4. TERMS AND CONDITIONS OF THE LOAN

- a. Amount of Loan: The Bank hereby agrees to lend and the Borrower/Co-Borrower(s) agrees to borrow the sum as specified in the Schedule on the terms and conditions contained herein.
- b. Period of Loan: The period of the Loan shall be as specified in the Schedule and the same may, at the sole and absolute discretion of the Bank, be renewed/extended for such further periods, upon such terms and conditions as may be informed by the Bank. This Loan Agreement shall hold good for any such renewal/extension.

5. BANK'S AGREEMENT TO LEND AND BORROWER'S AGREEMENT TO BORROW

- 5.1 The Bank agrees, based on the Borrower's Request, Representations, Warranties, Covenants and Undertakings as contained herein and in the application for Loan and other documents executed or tendered by the Borrower in relation to the Loan, to lend to the Borrower and the Borrower agrees to borrow from the Bank for the purchase of the Vehicle (including used vehicles), the Loan on the terms and conditions as fully contained in this Agreement and the Schedule.
- 5.2 The relationship between the Bank and the Borrower as lender and borrower shall commence from the date of this Agreement and subsist until all monies due and payable by the Borrower to the Bank under this Agreement and in all other documents pursuant hereto shall have been fully paid to and received by the Bank.

6. FEES, CHARGES, COSTS AND CLAIMS

- 6.1 The Borrower(s) shall bear all the Service Charges, Car valuation charges (applicable in case of used car only), processing fee, Stamp Duty, Cheque bouncing Charges, Late Payment Penalty, Cheque Swapping Charges, Loan cancellation/Re-booking charges, Statement charges, Duplicate Repayment Schedule Charges, Duplicate No Dues Certificate/NOC charges, vehicle inspection charges and any other fees, including Service Tax, if any, as more particularly detailed in the Schedule, which the Borrower agrees to reimburse to the Bank separately.

6.2 The Bank shall also be entitled to recover from the Borrower any other charges or costs incurred or claims suffered by the Bank in connection with the Loan, including on account of execution and stamping of this Agreement and any other documentation or security creation pursuant to this Agreement.

7. DISBURSEMENT

The Borrower / Co-Borrower hereby agree, accept and acknowledge as follows:

- 7.1 The Bank shall disburse the Loan in lump sum by issuing a Banker's Payment Order (PO) or a Demand Draft (DD) in favour of the Dealers/Manufacturers more particularly described in the schedule and secure a receipt in the Bank's name.
- 7.2 Borrower, Co-Borrower hereby agree, accept that the charges in relation to the disbursement (including charges for issuance or for the collection of proceeds by the beneficiary on such payment order or demand draft) shall be entirely borne by the Borrower.
- 7.3 The Bank may not disburse at any time, any amount under the Loan unless the following conditions are complied with in the sole discretion of the Bank:
- a. The Loan Agreement is duly executed and delivered to the Bank by the Borrower;
 - b. The Borrower's submission to the Bank, Post Dated Cheques towards repayment installments;
 - c. Any other document or writing as the Bank may require in its sole discretion; and
 - d. Submission of all the necessary approvals and permission from the appropriate authorities.
- 7.4 The Bank may not, having disbursed any amount, disburse any further amount under the Loan unless the following conditions are complied by the Borrower, Co-Borrower and are within the sole discretion of the Bank before such further disbursement:
- a. No event of default shall have occurred;
 - b. The Borrower shall have produced all or any other documents or writings as required by the Bank in its sole discretion, which shall be binding on the Borrower.
- 7.5 The Borrower shall repay to the Bank the amount equated in terms of monthly installments as mentioned in the schedule as shall remain due and owing to the Bank regardless of whether the said Vehicle is in a working condition or requires any repair or otherwise not operational and the Bank shall not be liable or responsible in any manner for the repair or non-performance of the said Vehicle. The EMI includes the interest component.
- 7.6 Interest Tax and other taxes/levies as may be applicable from time to time on the Loan shall be borne solely by the Borrower.
- 7.7 The Bank shall be entitled to debit all other amounts due and payable by the Borrower under this Agreement (including but not limited to interest tax, fees, stamp duty, processing fee, costs, service and other charges, claims and expenses including expenses which may be incurred by the Borrower in the enforcement or attempted enforcement of security created in favour of the Bank) to the Borrower's Loan account, unless separately reimbursed to the Bank by the Borrower. Such amounts shall form part of the Loan.
- 7.8 All amounts in default for payment (i.e. not paid by the Borrower when due to the Bank) including arrears of EMI, interest before the commencement of EMI, costs, charges and expenses debited to the Loan account shall attract penal interest / charges without there being any need to assign a reason for such revision and interest and penal charges shall thereafter accrue at such revised rate(s) as per the schedule

8 PRE REQUISITES FOR DISBURSEMENT:

- i. In consideration of the Bank advancing to the Borrower/Co-Borrower(s) the said Loan, the Borrower/Co-Borrower(s) agrees and hereby exclusively hypothecates/agrees to hypothecate the vehicle(s) purchased /to be purchased together with all accessories and additions to or in the

vehicle(s), as mentioned in the Schedule annexed hereto or addendum attached thereto, whether present or future, by way of first and exclusive charge to the Bank.

- ii. The security hereby created by way of hypothecation shall be deemed to be created immediately on signing of this Agreement or delivery of the vehicle, whichever is earlier.
- iii. The Borrower/Co-Borrower(s) agrees and undertakes to have the vehicle(s) registered with the appropriate Registering Authority, with an endorsement in favour of the Bank (as provided for in the Motor Vehicles Act, 1988 or any statutory amendment thereof) so as to clearly express that the vehicle(s) is/are hypothecated to the Bank and to submit a copy of the Registration Certificate(s) to the Bank evidencing the endorsement.
- iv. The Borrower/Co-Borrower(s) undertake to get the endorsement of the Bank made on the Registration Certificate(s) within a period of 10 (ten) days from the date of delivery of the vehicle(s) to confirm and record the fact that the Borrower/Co-Borrower(s) has hypothecated the vehicle(s) in favour of the Bank as per the provision of this Agreement. The Parties hereto agree that the said endorsement on the Registration Certificate(s) shall operate as conclusive evidence of such hypothecation.
- v. The charge/security created by the Borrower/Co-Borrower(s) under this Agreement shall be a continuing security for the amounts due from time to time under the said Loan and shall continue and remain in force till such time all other dues under this Agreement from the Bank are fully discharged and the Bank issues a Certificate of Discharge. The security created under this Agreement and the liability/obligation of the Borrower/Co-Borrower(s) shall not be affected, impaired or discharged by insolvency, bankruptcy, winding up (voluntary or otherwise) or by any merger or amalgamation, reconstruction, takeover of the management, dissolution or nationalization (as the case may be) of the Borrower/Co-Borrower(s).
- vi. The Borrower/Co-Borrower(s) undertakes to further secure the Loan and create such further security and execute such other documents as may be required by the Bank from time to time with regard to the Loan.
- vii. The Borrower/Co-Borrower(s) shall execute on demand by the Bank such further documents as may be required by the Bank to perfect the Security and/or vest the Hypothecated Vehicle or any of them in favour of the Bank and to render the same readily realizable or transferable by the Bank at any time.

9 REPAYMENT

9.1 The Loan (including the principal, interest thereon and any other charges, premium, fees, taxes levies or other dues payable by the Borrower to the Bank in terms of this Agreement) be repayable by the Borrower to the Bank

- a. at the Branch (or at any other branch of the Bank or at any other place as may be notified by the Bank)
- b. by way of Equated Monthly Installment (EMI) as mentioned in the Schedule towards repayment of principal and interest; and
- c. by separate repayments in case where (a) the Loan is proposed to be paid before the commencement of EMI or (b) towards repayment of interest before the commencement of the EMI or (c) towards repayment of default interest, fees, charges, taxes, claims, costs and expenses charged to the Loan account.

9.2 The Equated Monthly Installment (EMI) amount shall be arrived at so as to comprise repayment of principal and payment of interest calculated on the basis of the interest rate, periodicity, of repayment, of the entire liability under the Loan at the end of its tenure and the Borrower agrees to continue paying EMIs until all amounts due under the Loan have been repaid in full to the Bank.

9.3 No notice, reminder or intimation will be given to the Borrower regarding his obligation to pay the EMI regularly on each due date. It shall entirely be his responsibility to ensure prompt and timely payment to

the Bank. Any delay or default in payment of any EMI shall make the Borrower liable to pay to the Bank, interest at the Default Interest Rate (for the period of such default) as mentioned in the Schedule, besides constituting a default thereby making all sums under this Agreement due and payable to the Bank forthwith.

- 9.4 All repayments of Principal and payment of interest and all other amounts by way of EMI or otherwise shall be given effect to in the Loan account in accordance with the method of effecting payment as stated in the Schedule or as adopted by the Bank from time to time.
- 9.5 The Borrower(s) shall be permitted to make partial prepayment of the loan ahead of the prescribed EMI Schedule. The Borrower(s) may also, foreclose the loan (subject to foreclosure / part prepayment charges payable at the rate mentioned in the Schedule on the outstanding amount) by giving a 7 days' notice in writing to that effect.
- 9.6 The loss, theft, destruction or damage of the Vehicle shall not in any event detract from the liability of the Borrower to make the repayment herein nor shall it affect the continuance of this Agreement.

10 COVENANTS FOR PRICE OF THE VEHICLE

- 10.1 The parties hereto confirm that the Vehicle Price has been arrived at after taking into account all relevant taxes, duties and levies applicable as on the date of this Agreement. The Borrower(s) agrees that the installments shall be increased by any fresh imposition or increase in Vehicle Price, taxes, duties, levies and charges during the subsistence of this Agreement or that are or may be levied on the Installments or the transaction hereunder or may become payable by the Bank by virtue or entering in to this Agreement. In the event of such taxes, duties, levies and charges increasing during the period of the placing of the order of the Vehicle and its acceptance and eventual delivery to the Borrower(s), such increase shall be borne and paid by the Borrower(s).
- 10.2 If the price of the Vehicle is revised upwards after the date hereof, then and in that event the Borrower(s) shall pay all of the amount (in addition to the amount paid or to be paid by limit along with the Loan as the price of the Vehicle) that may be required for acquiring the Vehicle at such revised price and the Bank shall at it's sole discretion may decide to pay any amount by way of Loan or otherwise for such revision in price of the Vehicle.
- 10.3 If the Borrower(s) fails to pay the amount as mentioned in Sub clause 10.2 within fifteen days of revision of the price of the Vehicle or within the period allowed for this purpose by the manufacturer or dealer of the Vehicle, whichever is earlier, then and in that event the Bank at its discretion as agent of the Borrower(s) cancel, annul or rescind the booking of the Vehicle and collect the refund of booking price (after such deductions as may be made by the manufacturer of the Vehicle or its dealer) for adjustment thereof against any amount that may be due and payable by the Borrower(s) to it in terms hereof.
- 10.4 The Borrower(s) for the purpose of clause 10.3 hereby irrevocably authorizes the Bank to cancel, annul or rescind any booking of the Vehicle and to receive any refund or booking price of the Vehicle from the manufacturer thereof or its dealer.
- 10.5 The Borrower shall be liable to refund / pay to the Bank any deficit in the refunded Booking amount as against the disbursed amount after deduction made by the manufacturer or dealer within 7 days from the date of cancellation or annulment of the booking of the vehicle for the reasons mentioned in clause 10.2 above. If the Borrower fails to pay the amount as mentioned herein within the prescribed period the Borrower shall be liable to pay interest on same at Default / Penal rate as specified in the Schedule and as updated by the Bank from time to time.
- 10.6 The Bank may at it's sole discretion shall conduct the Valuation of the Used car before granting the Loan to the Borrower(s) / Co-Borrowers through it's empaneled Valuer or recognized Valuer. The Borrower shall bear all the cost, expenses, charges applicable for the purpose of valuation of the Used Car (*This clause is applicable in case of loan under Used car only*).

11. INTEREST

11.1 The Borrower/Co-Borrower(s) agrees to pay interest at the Interest Rate on the rests specified under the Schedule of this Loan Agreement.

11.2 Notwithstanding the above, the Borrower/Co-Borrower(s) agrees that the Interest Rate may increase/decrease on account of the directives of the Bank/RBI and in that case the Borrower/Co-Borrower(s) agrees to pay interest at such revised rate. The Bank will have absolute liberty and discretion to re-fix the amount of Installment and in that event, the Borrower/Co-Borrower(s) shall be liable to repay the Loan with the revised Interest Rate at such revised Installments or the Bank may at its sole and absolute discretion, extend the period of repayment mentioned hereinabove. In the event of any amendment/alteration to the amount of Installment and/or the number of Installments on account of the above reasons, the same shall be deemed to have been substituted here in this Loan Agreement.

11.3 Interest Rate will be computed from the respective date of drawal, which is either in lump sum or in stages, on the daily debit balance of such Loan account 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. The interest will start accruing from the date of disbursement of the Loan or the date of disbursement of the first installment, where such Loan is disbursed in stages.

11.4 Interest on the outstanding amounts under the facilities/discount 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 normal 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.

11.5 The Bank shall, at any time, by publication in the notice board of the concerned Branch of the Bank/website of the Bank, be entitled to charge the Interest Rate at such higher effective rate or rests than the rate and rest mentioned in this Loan Agreement, on account of revision of Bank's Repo Rate or such other External Benchmark Rates and in accordance with the rate and/or rest revised or varied by the Bank. The Borrower/Co-Borrower(s) specifically waives notice of variation of any change in the Interest Rate/rest and the notice published in the notice board of the concerned Branch of the Bank/website of the Bank or entry regarding debit of interest in the statement of account shall be deemed to be sufficient notice of variation in Interest Rate/rest to the Borrower/Co-Borrower(s). Further, the Bank will be entitled to effect changes in the 'spread' from time to time.

11.6 If the Borrower/Co-Borrower(s) commits default or delay in payment/repayment of any Installment, the Loan, interest or any other amount, the unpaid amounts shall carry interest at the Default/Penal Interest Rate and shall be computed from the respective due dates for payment and shall become payable upon the footing of compound interest with monthly rests. The Borrower/Co-Borrower(s) shall also be liable to pay collection charges fixed by the Bank from time to time. In case, the Borrower/Co-Borrower(s) commits default in observance and performance of the terms and conditions contained in this Loan Agreement, then the Bank reserves a right to reset the Interest Rate.

12. SECURITY

12.1 In consideration of the Bank having granted/agreed to grant the Loan Facility, the Borrower/ Co-Borrower (s) hereby HYPOTHECATE to and charges, as security to the Bank, for securing the moneys that may from time to time become due and payable by the Borrower/ Co-Borrower (s) to the Bank and the Balance Due to the Bank, by way of First Exclusive charge in favour of the Bank the assets of the

Borrower/s, which are more particularly described in the Schedule hereto (hereinafter referred to as "Hypothecated Vehicle") and the same SHALL BE AND STAND HYPOTHECATED to the Bank by way of first exclusive charge as security for the due repayment of Loan Facility and also for all indebtedness or liabilities of the Borrower/s to the Bank together with all interest, commissions, costs, charges and expenses payable to or incurred by the Bank including those for the enforcement of any of the security (ies). Provided that in case the Hypothecated Vehicle (s) is yet to be purchased or has not been delivered and/or registered with the appropriate authority, wherever applicable, at the time of signing of this agreement, then the particulars of the Vehicle shall be intimated to the Bank in writing, as an addendum to this agreement, with all the relevant particulars of the Vehicle including the registration details of the Vehicle as may be applicable, whereupon such intimation in writing shall form part of the Schedule attached and shall be deemed to have been incorporated in this Agreement.

12.2 The Bank shall be entitled to call upon the Borrower and the Borrower shall be liable to furnish to the Bank additional and / or alternate security as decided by the bank in the event of any substantial deterioration in the value of the security and the Borrower shall be bound to provide any additional security within 30 days from the receipt of the letter from the Bank.

12.3 The Borrower shall execute any bonds, promissory notes for the Loan and all such documents, power of attorney(s)/undertakings and agreements as may be required by the Bank at any time during the pendency of this Loan.

12.4 That the Bank is not responsible for delivery of duly endorsed Registered Certificate and that the Borrower(s) shall not withhold payment of installments of the pretext that Registration Certificate has not been delivered.

12.5 Cross Collateralization :

- a) Any security furnished by the Borrower(s)/Security Provider, under any other agreement entered into/to be entered into with Shinhan Bank, or either of them or any group companies, its affiliates shall be deemed to be a Security under the Loan Documents and Shinhan Bank shall be entitled to exercise any or all rights under the respective agreements including but not limited to exercising right over any security(ies)/charges/ mortgages available to Shinhan Bank under any of the loans including the present Loan extended by Shinhan Bank.
- b) The Borrower(s) agrees that the Security offered in respect of the Loan Documents, shall be deemed to be continuing security(ies) in respect of other loan(s) availed/to be availed by the Borrower(s) from Shinhan Bank and shall not be discharged till such time all the loan(s) are fully discharged to the satisfaction of Shinhan Bank.

13 BANK'S RIGHTS:

The Bank shall, in relation to the Loan:

- a. have the sole right at any time during the tenure of this Agreement to revise/reschedule the repayment terms/ amount of EMI or of any other amounts outstanding there under and the Borrower shall make all future repayments to the Bank according to such revised schedule on being notified by the Bank of such revision or reschedulement;
- b. have the sole right to amend any of the terms and conditions of this Agreement including but not limited to revision of Interest Rate (including the Default Interest Rate), periodicity of compounding interest, method of effecting credit of the repayments without assigning any reason or notifying the

Borrower and the Borrower agree that such revision shall become applicable from date of such revision in the records of the Bank;

- c. have the right to receive and adjust any payment/s that it may receive as an assignee of the insurance in relation to the Vehicle towards amounts due and/or payable by the Borrower under this Agreement;
- d. have the right to enter upon the premises in which the Vehicle is kept or wherever the Vehicle is available for the purpose of inspecting, examining and repossessing the same. In the event of any resistance or prevention of access either by the Borrower or any other person, the representative of the Bank shall be entitled to break open the lock or the door of the premises where the Vehicle is situated and enter the premises for the purpose herein stated;
- e. be entitled to disclose any information about the Borrower, his account relationship with the Bank and/or any default committed by him (whether such information is provided by the Borrower or obtained by the Bank itself and whether in form of repayment conduct, rating or defaults) to its head office, other branch offices, affiliated entities, Reserve Bank of India, any Refinancing agency and such third parties as the Bank may in its sole and exclusive discretion, deem fit and proper. The Bank shall also be entitled to seek and receive any information as it deems fit in connection with the Loan and/or the Borrower from any third party; and
- f. have a lien and right of set-off on all moneys belonging to the Borrower standing to their credit in any account whatsoever with the Bank.

14. BORROWER'S REPRESENTATIONS, WARRANTIES, COVENANTS AND UNDERTAKINGS:

14.1 With a view to induce the Bank to grant the Loan to him/her/it, the Borrower, hereby represents/warrants to/ covenants/ undertakes with the Bank that it:

- i) has furnished complete and accurate information and details to the Bank about himself and no vital information has been omitted to be stated
- ii) shall always have until all his dues hereunder are not repaid to the Bank, a clear and marketable title to the Vehicle, free from all encumbrances whatsoever
- iii) shall not, during the tenure of this Agreement, avail of or obtain any further Loan or facility on the security of the Vehicle without the prior written consent of the Bank.
- iv) shall in addition to the income/ financial statement/s required by the Bank furnish such other information/ documents concerning his employment, trade, business, profession or otherwise as the Bank may require from time to time;
- v) shall obtain and do all that is necessary to maintain in full force and effect all authorizations, approvals, consents, insurances, licenses, permissions and renewals required in or by the law of India in relation to this agreements, each of the Collateral Documents and the performance of obligations hereunder and hereunder and the Vehicle;
- vi) shall get the Vehicle registered with the appropriate Registering Authority under the Motor Vehicles Act, 1988 and ensure to note the lien of the Bank on RTA document;
- vii) shall not apply for any duplicate Registration Certificate for the Vehicle otherwise than by delivering the application thereof to the bank for endorsing its charge of the Vehicle;
- viii) shall also keep deposited with the Bank a copy of the Insurance Policy when he receives the same and shall pay all premia and other amounts due under the said Policy punctually as and when they become due and shall take all steps necessary to maintain the insurance Policy in full force and effect and shall abstain

from doing any acts whereby the said Policy may or likely to be vitiated and ensure to note the lien of the Bank on the Insurance Policy document.

ix) shall do all acts as may be required to maintain the Bank's status of sole beneficiary under the said insurances and receive money thereon. In an event any Insurance claim is received, it shall first go towards settling the Borrowers Loan account with the Bank and any balance shall be alone be refunded to the Borrower. In case installment settlement is lesser than the amount due to the bank the Borrower shall forthwith pay it to the Bank, the said deficit amount.

x) shall promptly inform the Bank of any loss or damage to the Vehicle due to any force majeure or Act of God;

xi) shall in addition to the income/ financial statement/s required by the Bank furnish such other information/ documents concerning his employment, trade, business, profession or otherwise as the Bank may require from time to time;

xii) shall promptly and without requiring any notice or reminder from the Bank, repay to the Bank the Loan in accordance with the Repayment Terms mentioned in the Schedule;

xiii) shall (in case of more than one Borrower) be jointly and severally liable to repay the Loan, interest and all other sums due and payable under this Agreement and to observe its terms and conditions;

xiv) shall maintain the Vehicle in good order and habitable condition and not allow it to deteriorate or commit any act which is destructive or permanently injurious to the Vehicle or do anything which will render the security in favour of the Bank, insufficient;

xv) shall pay and discharge all rates, taxes, outgoings and charges pertain to the Vehicle;

xvi) where applicable, shall inform the Bank of any likely change in his employment;

xvii) shall not during the tenure of this Agreement, either part with possession of or create third party rights in the Vehicle or any part of it (whether by way of sale, exchange, lease, mortgage, agreement or option or otherwise);

xviii) shall not stand surety or guarantor for any third party liability or obligation;

xix) shall not leave India for employment or business or long stay without first fully repaying the Loan then outstanding dues payable with interest and other dues;

xx) shall comply with all the terms of the most important information and keep himself aware of the rules of the Bank, as pertaining to this Loan, and in force from time to time,

xxi) shall obtain all necessary licenses, permits and permissions for the use of the Vehicle under all relevant statutes including the Motor Vehicles Act, 1988, the rules thereunder or any statutory replacement or amendment thereof,

xxii) agrees and undertakes that the Vehicle shall be operated and driven only by those persons holding a valid driving license.

xxiii) shall not remove the Vehicle or permit or suffer it to be removed from the State of _____ without the permission of the Bank. Provided that the Bank shall be entitled though not bound to grant a general or continuing permission for the use of the Vehicle for a specific period of time and/or for a specific destination outside the State aforesaid.

xiv) undertakes to intimate the Bank of any change in his residential address or employment or any change in the premises where the Vehicle is normally retained within 10 days from the date of such change.

xv) shall duly secure the endorsement in regard to this Loan and lien-marked to the Bank in Registration Certificate Book and in the files and records of the Regional Transport Officer as required by law and shall submit to the Bank immediately thereafter, copies of the Registration Certificates duly certified. In case any fresh registration is required, the Borrower undertakes that the same shall be similarly endorsed to establish the hypothecation to the Bank.

xvi) shall duly get the Final invoice lien-marked to the Bank.

xvii) agrees and undertakes that he shall not do or permit to be done any act whereby the registration to the said Vehicle is suspended or cancelled.

xviii) shall assume all personal liabilities for any injury or accidents to any person or property arising from or the use of the said Vehicle and shall indemnify and keep the Bank indemnified against all claims or liabilities of whatsoever nature arising by reason of the use of the said Vehicle or otherwise howsoever.

xix) agrees to maintain the Vehicle in good and serviceable condition throughout the period of this Agreement and promptly carry out repairs that may be necessary for its smooth operation.

xxx) shall not do or cause to be done any act which may result in the Vehicle being seized or confiscated by any authority under law.

xxxi) shall in the event of the Vehicle meeting with any accident, immediately inform the Bank of the occurrence of such accident and shall complete all acts and formalities as may be necessary in law to ensure that the security of the Vehicle is not jeopardised in any manner. So also if the Vehicle is lost, stolen or damaged, the Borrower shall immediately notify the Bank and shall at his own expense duly notify the Insurance Company and take all steps for the repair or recovery of the Vehicle and in order to secure its full insurable value. Any such writing shall be delivered to the Bank within three working days of such damage or lodgment of claim;

14.2 The Borrower(s) warrants that the Borrower(s) shall have and maintain sufficient balance in the account of the drawee bank for payment of Post-dated Cheques, SI/ECS instruction on the day when any installment therein become payable and for 45 days thereafter to honour any PDC.

14.3 The Borrower(s) hereby warrants and undertakes that the Borrower(s) has paid all public demands and all taxes and revenues payable to the Government of India or the Government of any state or to any local authority and that at present there are no arrears of such taxes and revenues due and outstanding.

14.4 It shall be the Borrower's obligation to keep himself acquainted with the rules of the Bank, from time to time.

14.5 The Borrower declares, assures and states that, except as mentioned hereunder, the Borrower is not a director nor relative* of any director or none of its directors/partners /members (if the Borrower is a company/partnership firm) is a director; of the Bank or any other Banks including Scheduled Co-operative Banks, subsidiaries/trustees of mutual funds/ venture capital funds; and the Borrower is not a relative* or none of its directors/ partners/ members (if the Borrower is a company/partnership firm) of any Senior Officer* of the Bank or of any other Banks;

*The term 'Senior Officer' means an officer of the Bank, who is in equivalent scale as an officer in senior management level in Grade IV any officer and above in a nationalised bank or any officer in equivalent scale in the State Bank of India and associate banks and in any banking company incorporated in India.

*The term "relative" shall mean and include any or all of the following persons: (a) Spouse (b) Father (c) Mother (including step-mother) (d) Son (including step-son) (e) Son's Wife (f) Daughter (including step-daughter) (g) Daughter's Husband (h) Brother (including step-brother) (i) Brother's wife (j) Sister (including step-sister) (k) Sister's husband (l) Brother (including step-brother) of the spouse (m) Sister (including stepsister) of the spouse.

The Borrower makes the above declaration solemnly and sincerely believing the same to be true and knowing fully well that on the faith and strength of the correctness thereof the Bank has agreed to grant the Facility. The Borrower also agrees that it is a condition of the grant of the Facilities that if any statement made with reference to the above is found to be false at any time the Bank shall at liberty and entitled to revoke the Facilities.

OR

The Borrower declares that the Borrower is related to the directors and /or Senior Officer(s) of the Bank or of any other Banks as specified hereto:

S.No.	Name of Director (s)/Senior Officer(s)	Designation	Relationship

15 REPRESENTATION AND WARRANTIES FOR THE VEHICLE:

- a. The Borrower/Co-Borrower(s) shall be also solely and exclusively responsible for getting/insuring/delivery of the Vehicle/equipment from Seller/Dealer/DSA, as the case may be, and the Bank shall not be liable or responsible for delay in delivery and non-delivery of the Vehicle/equipment or any demurrage cost or any defect or variation in the quality, condition, fitness and performances of the Vehicle/equipment or any guarantee or warranty given by the Seller/Dealer/DSA, in respect thereof. The Bank shall not be liable for, or bound by any representation or warranties whatsoever made by Seller/Dealer/DSA in respect of the Vehicle/equipment or any agent of such Seller/Dealer/DSA.
- b. Where full details of the Vehicle/equipment(such as engine number/chassis number/serial number, registration number, etc., as required to be specified in the Application Form) is/are not available at the time of submitting the Application Form, the Borrower/Co-Borrower(s) shall furnish all such details of the Vehicle/equipment to the Bank, in such format as specified by the Bank, within 3 days of the Vehicle/equipment or receipt of such details (such as registration number of the vehicle) from appropriate authority.
- c. In the event of any security being created in favour of the Bank, the Borrower/Co-Borrower(s) shall, if required by the Bank affix plates/sticker on the Vehicle/equipment indicating the fact of charge of the Vehicle/equipment in favour of the Bank, while such plates/stickers shall be constantly affixed on the Vehicle/equipment so long as any portion of the Borrower's/Co-Borrower(s)' Dues remain outstanding from the Borrower to the Bank and the charge has been released by the Bank, over the said vehicle.

16 NEGATIVE COVENANTS:

The Borrower/Co-Borrower(s) further covenants with the Bank that until such times the amounts due have been fully paid to the Bank (unless the Bank shall otherwise previously approve in writing), the Borrower/Co-Borrower(s) shall not:

- a) Use the Loan for any speculative purpose or a purpose other than that stated with Loan Application.
- b) Sell, transfer, assign, mortgage, pledge, charge, and encumber the Hypothecated Vehicle in any manner in favour of any person, corporation partnership or association, other than in favour of the Bank, without the express consent in writing of the Bank.
- c) During the continuance of this Agreement create any mortgage, charge, lien or encumbrance affecting the Hypothecated Vehicle or any part thereof nor shall do anything which would prejudice the security nor shall they part with them.
- d) Make and/or allow to be made any material alterations and/or additions in the Hypothecated Vehicle.
- e) Enter into any Agreement or Arrangement with any person, institution or local or Government body for the use, occupation or disposal of the Hypothecated Vehicle or any part thereof.
- f) Stand surety for anybody or guarantee the repayment of any loan or overdraft or the purchase price of any asset.
- g) Execute any document, such as Power of Attorney, or any other similar or other deed, in favour of any person to deal with the Hypothecated Vehicle in any manner.
- h) If the Borrower/Co-Borrower(s) leaves India for employment or business or for long term stay abroad without fully repaying the Loan together with interest and other dues and charges including prepayment charges as contained herein or if the Borrower becomes a Non Resident Indian, the Borrower agrees to repay the Loan in accordance with the rules, regulations, guidelines, norms of the Reserve Bank of India.

17 INDEMNITY

The Borrower(s) shall indemnify the Bank and keep indemnified the Bank save and harmless on demand in respect of any actions, claims, costs, damages, demands, expenses, losses and liabilities made against, suffered or incurred by the Bank arising directly or indirectly from or in connection with:

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- a) Any failure by the Borrower(s) to comply with the provisions of this Agreement and/or
- b) Any liability including third party liability that may arise out of the possession, operation and use the Vehicle by the Borrower(s) or by its employees or by its Agents or by other persons whatsoever whether or not authorised by the Borrower(s) for use of the said Vehicle and incidental to that purpose and/or
- c) Any claims, losses, demands, actions, costs, expenses, and liabilities incurred or suffered by the Bank by reason of the representations and warranties given by the Borrower(s) being false or untrue in material respect and/or
- d) Any claims, losses, demands, actions, costs, expenses and liabilities incurred or suffered by the Bank by reason of the hypothecated Vehicle not being free from encumbrance and/or any previous charge. The Borrower(s) shall keep the bank informed of all development regarding such actions, claims, costs, damages, demands, expenses, losses and liabilities and shall not dispute, compromise or otherwise deal with the same subject to the consent given by the Bank. The Bank shall however be under no obligation and/or liability to the Borrower(s) to provide and assistance in connection with any such claim that the Borrower(s) may require.

18 INSURANCE AND MAINTENANCE

18.1 The Borrower(s) shall at its own expense during the continuance of the security herein keep the Hypothecated Vehicle covered under comprehensive risk, including riot, civil commotion risk, fire, theft, unlimited third party risk and other hazards as stipulated from time to time with such insurance company as may be required by the Bank by timely payment of all premium in respect of such insurance and produce and deliver (if so required by the Bank) any insurance policy, cover note or receipt on demand by the Bank for its inspection and verification.

18.2 The insurance policy to be taken out hereunder shall be in the name of the Borrower(s) and the Bank shall be described as loss payee/beneficiary under such insurance.

18.3 If the Borrower(s) fails to keep the Vehicle in a good and marketable condition, the Bank may without prejudice to its rights and remedies under this agreement and in law take such steps as it may deem fit to keep and maintain the Vehicle or insure or renew such insurance at the Borrower's costs, charges and expenses, which shall be reimbursed by the Borrower(s) on demand by the Bank.

18.4 In order to safeguard the security for the Loan and to ensure that the Bank's lien is marked on the insurance, the Bank may get the insurance done on behalf of the Borrower(s), by being a facilitator and making the premium payment of the approved insurance company through the Borrower's postdated cheque/pay orders/any other payment instructions. However any non-payment on the part of the Bank due to any reason whatsoever shall not affect the liability of the Borrower(s) to pay the necessary insurance premium and to keep the Vehicle(s) insured.

18.5 The first claim on any insurance proceeds shall be that of the Bank with respect to insurance policy and its renewal as stipulated from time to time and the Borrower(s) shall pay such other amount as may be specified by the Bank from time to time as nominal compensation for the service rendered by the Bank for facilitation the above mentioned arrangement with the insurance company and ensuring that the Bank's name is marked under insurance. The transaction fee is subject to change at the discretion of the Bank.

18.6 The Bank at its option shall be entitled to adjust, settle or compromise in any manner whatsoever at the Borrower's cost any dispute arising under or in connection with any such policy or insurance and such adjustment, settlement and compromises shall be valid and binding on the Borrower(s).

18.7 The Bank at its option will have the right to appropriate any monies received from the insurance company towards the Borrower's obligation to the Bank.

18.8 The Borrower(s) accepts that the Bank shall not be liable for any loss on account of Non-Renewal of insurance of the Vehicle and/or delay/nonpayment by the insurance company/or any settlement claim by the Borrower(s).

19 (A) EVENTS OF DEFAULT.

The Bank may by a written notice to the Borrower, declare all sums outstanding under the Loan (including the principal, interest, charges, expenses) to become due and payable forthwith irrespective

of any agreed maturity and enforce the security created in favour of the Bank for the Loan upon the occurrence (in the sole decision of the Bank) of any one or more of the following:

- i) The Borrower commits any default in the payment of EMIs and in the payment of any other amounts to the Bank when due and payable;
- ii) The Borrower fails to pay to any person other than the Bank any amount when due and payable or any person other than the Bank demands repayment of the Loan or dues or liability of the Borrower to such person ahead of its repayment terms as previously agreed between such person and the Borrower;
- iii) The Borrower defaults in performing any of his obligations under this Agreement or breaches any of the terms or conditions of this Agreement or any other security documents, undertakings etc. executed in favour of the Bank;
- iv) The death, failure in business, going into liquidation / dissolution, amalgamation or reconstruction, except with prior written approval of the Bank, general assignment for the benefit of creditors, if the Borrower suspends payment to any creditors or threatens to do so, filing of any petition of winding up against the Borrower
- v) Any of the information provided by the Borrower to avail the Loan or any of his Representations, Warranties herein being found to be or becoming incorrect or untrue;
- vi) Any person other than the Bank commencing proceedings to declare the Borrower insolvent or if the Borrower shall become bankrupt or insolvent or commit act of insolvency;
- vii) The value of the Vehicle or any security (including guarantee/s) created or tendered by the Borrower, in the sole discretion and decision of the Bank, depreciates entitling the Bank to call for further security and if the Borrower fails to give additional security; then the Bank will have the right to recall the loan.
- viii) If the Vehicle is destroyed, sold, disposed of, alienated, attached or restrained in any manner;
- ix) The Borrower fails to create the security as provided herein; or
- x) The Bank, for any regulatory or other reasons, is unable or unwilling to continue the Loan;
- xi) If a receiver is appointed in respect of the whole or any part of the property /assets of the Borrower or if any attachment, distress, execution or other process against the Borrower, or any of the securities is enforced or levied upon;
- xii) If the Borrower ceases or threatens to cease or carry on its Business or if the Co-Borrower opts to resign or retires from the employment prior to the age of superannuation or is discharged or removed from service before such date for any reason whatsoever;
- xiii) If it is certified by an Accountant of a Firm of Accountants appointed by the Bank (which the Bank is entitled and hereby authorised to do so at any time) that the liabilities of the Borrower exceed the Borrower's assets or that the Borrower is carrying on business at a loss;
- xiv) If any circumstance or event occurs which would or is likely to prejudicially or adversely affect in any manner the capacity of the Borrower to repay the Loan or any part thereof (or the implementation of the Project).
- xv) If any attachment, distress, execution or other process against the Borrower, or any of the securities is enforced or levied upon; p) If the Borrower, without prior written consent of the Bank, attempt or purport to create any charge, hypothecation, lien or other encumbrance over the Borrower's Vehicle,

which is or shall be the security for the repayment of the said Dues except for securing any other obligations of the Borrower to the Bank;

xvi) Upon happening of any substantial change in the constitution or management of the Borrower without previous written consent of the Bank or upon the Management ceasing to enjoy the confidence of the Bank;

xvii) If the Borrower fails to furnish any information or documents required by the Bank;

xviii) If the Borrower fails to furnish to the Bank detailed end use statement of the Loan as and when so required by the Bank within 15 (fifteen) days of receiving such request from the Bank;

xix) The Borrower(s) fails to pay any insurance premium for the Hypothecated Vehicle or cheque bounce charges in terms and conditions hereof;

xx) The Hypothecated Vehicle is confiscated, attached, taken in to custody by any authority or subject to any execution proceeding;

xxi) The Vehicle is distraint, endangered or badly damaged due to an accident or any other reason whatever causing the same to be a total loss in the opinion of the Bank or caused body injury to any person due to any accident or otherwise;

xxii) The Vehicle is stolen or untraceable for a period of 30 days for any reason whatever;

xxiii) Any Cheques delivered or to be delivered by the Borrower(s) to the Bank in terms and conditions hereof is not encashed for any reason whatsoever on presentation;

xxiv) Any instructions given by the Borrower(s) for stop payment of PDC/ revoke SI/ECS for any reason whatsoever;

xxv) The Borrower(s) fails to supply a certified true copy of the registration certificate within reasonable time.

xxvi) The Vehicle has been used or alleged to have been used for any illegal purposes or activity.

Notice on the happening of an Event of Default:

If any event of default or any event which, after the notice or lapse of time or both would constitute an event of default shall have happened, the Borrower shall forthwith give the Bank notice thereof in writing specifying such event of default, or such event.

(B) Consequences of default:

i. In the event of any default as stated above the Bank shall have the right:-

a) To recover the entire dues of the Loan,

b) To suspend any withdrawal to be effected in the Loan account,

c) Take possession of the Vehicle whether by itself or through any of the Recovery Agents or Attorneys as may be appointed by the Bank.

d) Take any other action as it may deem fit for recovery of its dues and enforcement of the securities.

ii. Further, the Bank shall after giving notice be entitled to forthwith take physical possession of the Vehicle and alienate sell, transfer the Vehicle either by itself or through its agents and sell or otherwise deal with the same to enforce the bank's security and recover the dues, without the intervention of the Court. In the exercise of the powers herein contained, the Bank shall not be bound or liable for any losses the Borrower may suffer as a result of the said realisation and sale. In the event of the Bank or its authorised representatives being prevented from securing possession of the Vehicle, the representatives of the Bank shall be entitled to break open the lock and enter the premises for the purpose herein stated.

iii. The Borrower agrees to the procedure for recovery or for enforcement of the security which shall be as follows:

1) The Bank shall be giving normally a notice of 7 (seven) days to repay the entire dues of the Loan, failing upon which the Bank shall be entitled to repossess the vehicle through Bank's representative or any other person as may be appointed by the Bank from time to time. However in case of emergency and non-availability of borrower's details and/or whereabouts, the Bank shall be entitled to take possession of the vehicle without any notice. After repossession of the vehicle the Bank shall endeavor to give all the requisite information and chance to the Borrower to repay its dues before actual sale of the vehicle.

2) That the Bank shall after taking the possession send a final notice of 7 (seven) days to the Borrower to repay the entire dues alongwith the interest, repossession charges and any other charges as may be applicable, failing upon which the Bank shall be entitled to sale the said vehicle by public or private auction or private treaty as it may deem fit

3) The sale conducted by the Bank shall be valid and complete on the date of sale and the same will be conclusive as regards to the terms of the said sale and also the sale consideration and the Borrower shall not have any dispute/claim on the same.

4) The Bank shall endeavor to give all reasonable chances to redeem the vehicle possession and if the Borrower pays off the entire dues before the actual sale, the Bank shall take requisite steps to redeem the possession to the Borrower.

However, the abovesaid procedure shall be subject to the changes/modifications as may be decided by the Bank keeping in view the guidelines issued by the RBI and/or any other regulatory authority from time to time and the same shall be valid and binding upon the Borrower.

iv. The Borrower agrees and undertakes not to prevent or obstruct the Bank from taking possession of the Vehicle irrespective of whether the Loan has been recalled whenever in the opinion of the Bank, there is an apprehension of any money not being paid or the Bank's security is being jeopardized and that the Bank's representatives will be entitled to sell, give on rent, or otherwise deal with the Vehicle by public or private auction or private treaty, without being liable for any loss, and to apply the net proceeds thereof as specified in these presents. And in such or likely circumstances the notices as aforesaid shall be waived.

v. The Borrower shall pay any deficiency, forthwith to the Bank. The Bank shall also be entitled to adjust and a right of set-off on all moneys belonging to the Borrower standing to their credit in any account whatsoever with the Bank, towards payment of such deficiency. Nothing contained in this clause shall oblige the bank to sell, hire or deal with the Vehicle and the Bank shall be entitled to proceed against the Borrower independently of such of any other security. The Borrower agrees to accept the Bank's accounts in respect of such sale, hire, dealing or otherwise as conclusive proof of the correctness of any sum claimed to be due from the Borrower. In case of any deficit, the deficit amount shall be recovered by the Bank from the Borrower.

vi. The Bank may at the risk and cost of the Borrower engage one or more person(s) to collect the Borrower's outstanding and /or to enforce the security and may furnish to such person the right and authority to perform and execute all acts, deeds, matters and things connected therewith or incidental thereto as the Bank thinks fit.

vii. The Borrower hereby agree as a pre-condition of the said credit facility granted to it by the Bank that in case the Borrower commits default in the repayment of the credit facility or in the repayment of interest thereon or any of the agreed installment of the credit facility on due date/s the Bank and/or Reserve Bank of India will have an unqualified right to disclose or publish the name of the Borrower or the name of the Borrower's company / firm / unit and its directors / partners / proprietors as defaulter in such manner and through such medium as the Bank or Reserve Bank of India in their absolute discretion may think fit.

viii. The Borrower commits a default in repayment of dues and consequently the account is to be classified as NPA, all other borrowal accounts of the Borrower, with the Bank also shall be classified as NPA as per the guidelines issued by RBI.

20 Appointment of the Bank as the Borrower's Attorney

The Borrower shall appoint Shinhan Bank as its true and lawful attorney to do and execute for and in the name and on behalf of the Borrower and where the Borrower is more than one individual, jointly and severally, all or any of the acts, deeds and things, specified therein.

21 Assignment and Transfer.

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

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

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

22 Banks appointment of Agent.

The rights, powers and remedies available to the Bank under Law and under these present, shall be exercised by the Bank through any of its employees or agent and the Bank may delegate any or all of the said powers and authorities to such employee or agent.

23 Benefit of Agreement

23.1 In case of the death of the Borrowers(s), where the Borrower(s) is an individual the legal representative shall do the following:

- a) Apply under the Motor Vehicles Act, 1988 to get the Vehicle transferred in his name.
- b) Replace the PDC/SI/ECS, insurance premia cheques, fees, charges and residual cheques signed by the deceased Borrower(s), in the same manner as provided in this Agreement as if he was the Borrower(s) in the first instance.
- c) Execute a fresh Agreement, Power of Attorney and such other documents as required by the Bank. Provided that the Bank shall be entitled to exercise its sole discretion in determining whether or not to

enter into an Agreement etc. with the legal representative and subject to further, the legal representative meeting the Bank's credit criteria and other requirement from time to time.

d) In case the legal representative does not or refuses to follow the above procedure or does not meet with the Bank's credit and other requirements the Bank shall be entitled to, at its sole discretion repossess/dispose off/ sell/transfer the Vehicle to any third party or to a third party, which the Bank shall nominate and the short fall on such recovery shall be recovered from the legal representative.

23.2 The Borrower(s) shall not assign or transfer all or any of its right, benefits and obligations hereunder except with the prior written permission of the Bank.

23.3 The Borrower(s) expressly agrees, recognizes and accepts that the Bank shall be absolutely entitled and have full power and authority to securitise in whole or in part, and/or whether with or without the underlying security the Car Loan along with all the amounts outstanding thereon, in such manner and on such terms the Bank may decide, irrespective of whether the Bank gives the Borrower(s) and/or the guarantor any notice regarding the same.

24 Arbitration

All disputes, differences and / or claim or questions arising out of these presents or in any way touching or concerning the same or as to constructions, meaning or effect thereof or as to the right, obligations and liabilities of the parties hereunder shall be referred to and settled by arbitration, to be held in accordance with the provisions of the Arbitration and Conciliation Act, 1996 or any statutory amendments thereof, of a sole arbitrator to be nominated by the Lender/Bank, and in the event of death, unwillingness, refusal, neglect, inability or incapability of a person so appointed to act as an arbitrator, the Lender/Bank may appoint a new arbitrator to be a sole arbitrator. The arbitrator shall not be required to give any reasons for the award and the award of the arbitrator shall be final and binding on all parties concerned. The arbitration proceedings shall be held at the place and venue where the branch of the Bank is located in India.

25 Miscellaneous

25.1 Without prejudice to the Bank's other rights and remedies, the Bank shall be entitled to charge at its own discretion enhanced rates of interests on the outstanding in the Loan accounts or a portion thereof or for any default or irregularity on the Borrower's part which in the opinion of the Bank warrants charging of such enhanced rates of interests for such period as the Bank may deem fit. The equated Monthly installments will have to be paid till the entire Loan and interest is fully repaid. Further, the amount of equated monthly installment may change/increase as may be decided by the Bank.

25.2 It is hereby agreed between the parties that the Schedule may be amended, revised, substituted by way of written communication by the Bank to the Borrower from time to time. Such correspondences between the Bank and acceptance thereof by the Borrower shall be deemed to be an integral part of this Agreement and shall be read in conjunction thereof.

25.3 All or any other conditions as specified in the most important information shall form an integral part of this Agreement and the most important information shall always be read in conjunction with this Agreement at all times.

25.4 Without prejudice to any other term of this Agreement, the Parties expressly agree that any payment made by the Borrower to the Bank under this Agreement shall be appropriated by the Bank in the following order:

- a) costs, charges and expenses that the Bank may expend to service, enforce and maintain the security and therefore recover the Loan, interest and all sums due and payable by the Borrower to the Bank under this Agreement.
- b) interest on amounts in default and loss of profit on the defaulted amount/s;
- c) interest;
- d) principal amount of the Loan.

25.5 The parties agree that any delay or omission by the Bank in exercising any of its rights, powers or remedies as the lender of the Loan under this Agreement and other documents pursuant hereto shall not impair the right, power or remedy or be construed as its waiver or acquiesce by the Bank.

25.6 The Parties confirm that this Agreement and its Schedule and any other documentation pursuant to it represent one single agreement between the Parties.

25.7 This Agreement supercedes all prior discussions and representations between the parties, including the Bank brochure, save with respect to the obligations of and representations made by the Borrower to the Bank set forth in any correspondence, application forms or otherwise made or agreed to be made howsoever.

25.8 Laws of India shall govern this Agreement, the security and other documentation pursuant hereto and Courts having jurisdiction where the Branch is situated shall have exclusive jurisdiction over all aspects governing the interpretation and enforcement of this Agreement, the security and other documentation pursuant hereto. Nothing herein shall limit the right of the Bank to take proceedings against the Borrower in any other Court of competent jurisdiction within India nor shall the taking of the proceedings in one or more jurisdiction preclude the Lender from taking proceedings in any other jurisdiction within India, whether concurrently or not.

25.9 The addresses of the parties shall be as mentioned under the Schedule. The Borrower shall forthwith inform the Bank of any change in his Address.

25.10 Any notice or request required or permitted under this Agreement to be given by either party to the other shall be only in writing and sent on the address of the other Party as mentioned in the Schedule (or in case to the Borrower, on the address of the Borrower last known to the Bank):

- a) If given by the Bank, may be given by personal delivery, fax, e-mail or by post and shall be deemed to have been served upon or received by the Borrower, if given by personal delivery, when so delivered and if by post on expiration of 3 days after the same has been delivered to the post office for onward transmission to the Borrower under certificate of posting; and
- b) If given by the Borrower to the Bank when it is actually received by the Bank.

26 CIBIL Disclosure Clause

26.1 The Borrower also agrees, undertakes and confirms as under:

The Borrower understands that as a precondition relating to the grant of and/or continuing the grant of Credit Facility to the Borrower, the Bank requires the Borrower's consent for the disclosure by the Bank of, information and data relating to the Borrower, of the Credit Facility availed of / to be availed by the Borrower, in discharge thereof.

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

- a) Information and data relating to the Borrower;
- b) The information of data relating to its Credit Facility availed of / to be availed by the Borrower and
- c) Default, if any, committed by the Borrower, in discharge of the Borrower's such obligation;
- d) as the Bank may deem appropriate and necessary, to disclose and furnish to Credit Information Bureau (India) Limited ["CIBIL"] and any other agency authorised in this behalf by Reserve Bank of India ["RBI"].

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

26.2 The Borrower also undertakes that:

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

The parties hereto have executed/ caused to be executed these presents on the day and year written in the Schedule hereinafter appearing.

Name of Borrower (s)	(Sign.) X
Name of Borrower (s)	(Sign.) X
Name of Borrower (s)	(Sign.) X

SIGNED, AND DELIVERED BY THE WITHIN NAMED BANK, SHINHAN BANK THROUGH ITS AUTHORIZED OFFICIAL.

For Shinhan Bank

Authorized Signatory/ies

Schedule to Car Loan cum Hypothecation Agreement

Borrower	First Name.....
	Father's/ Husband's/ Middle Name.....
	Surname / Family Name.....
Address of Borrower	Resident Address.....
	Office Address.....
	Resident Telephone number.....
	Mobile Number.....

	Email ID.....
Type of Borrower (Select the applicable option)	<ul style="list-style-type: none"> • Individual (s) • Sole Proprietor
Co-Borrower	
	Father's/ Husband's/ Middle Name.....
	Surname / Family Name.....
Address of Borrower	Resident Address.....
	Office Address.....
	Resident Telephone number.....
	Mobile Number.....
	Email ID.....
Type of Borrower (Select the applicable option)	<ul style="list-style-type: none"> • Individual (s) • Sole Proprietor
Guarantor (if any)	First Name.....
	Father's/ Husband/ Middle Name.....
	Surname / Family Name.....
Address of Guarantor	Resident Address.....
	Office Address.....
	Resident Telephone number.....
	Mobile Number.....
	Email ID.....
Type of Guarantor	<ul style="list-style-type: none"> • Individual(s) • Sole Proprietor
Lending Branch	
Address of Lending Branch	
Place of execution	
Date of Agreement	
Loan Agreement No.	
Facility	Car Loan

Facility Amount	Rupees (in figure)..... Rupees (in words).....
Purpose of Loan	
Tenure of loan (in months)	
Rate of Interest (% p.a.)	<p>Please note that the Interest Rates mentioned below are indicative in nature and subject to change at the time of Disbursement, as per prevailing interest rate guidelines and other factors, as may be determined by the Bank at its sole discretion.</p> <p><u>FLOATING INTEREST RATE FOR ENTIRE TENURE OF LOAN:</u></p> <p>a) The Borrower(s) shall pay Interest on the Principal amount of the Loan (as outstanding from time to time) at the rate arrived at as per the following formula: Interest Rate = Repo Rate + Minimum Spread + Credit Spread</p> <p>b) The Interest shall be payable on a [monthly] basis, together with the instalment towards repayment of the Principal amount. The EMI specified herein comprises of the Interest and the Principal instalment components.</p> <p>c) It is agreed that the EMI shall stand revised on the basis of any changes to the Interest Rate.</p> <p><u>Note:</u></p> <p>1) Rate of interest mentioned herein is indicative in nature and is subject to change at the time of disbursement/ withdrawal as per prevailing interest rate guidelines and other factors.</p> <p>2) Any change in interest rate due to reset or otherwise, will result in adjustments being made to the EMI amount / Interest amount and/or Facility tenure at the sole discretion of the Bank.</p>
Periodicity of Interest payment (Due date)	Interest will be paid on monthly basis
Overdue rate of interest	
Processing fee (non-refundable)	***% of the sanctioned amount plus applicable taxes including service tax.
Repayment Terms	Car Loan will be repaid according to the tenor by monthly Equated Monthly Installments (EMI) as below.....

<p>Monthly EMI</p>	<p>Rupees (in figure).....</p> <p>Rupee (in words).....</p> <p>Number of EMI's #.....</p> <p>Date of first EMI.....</p> <p>Date of last EMI #.....</p> <p># the EMI is based on the tenor and rate of interest charged on the Car Loan which is subject to charge as per changes in Base Rate.</p> <p>The Borrower is required to provide necessary 12/24/36 Post Dated EMI cheques or Electronic Clearance Service (ECS) mandate or Standing Instruction (SI) mandate towards the repayment of Car Loan.</p>
<p>Charges for Late Payment / non-payment of EMI,</p>	<p>Rs..... /- to be paid per month in case of delayed monthly EMI or dishonor of cheque or standing instructions.</p>
<p>Security</p>	<p>Repayment and payment of Car Loan, interest, overdue interest, fees, charges and expenses and all other amount payable under this Facility to the Bank shall be secured by a first exclusive charge by way of hypothecation in favour of the Bank over the car purchased by the Borrower and any other securities as specified by the Bank from time to time at its sole discretion.</p> <p>The Borrower will submit one Post Dated Cheque for the entire Car Loan amount as a security.</p>
<p>Description of the Vehicle</p>	<ol style="list-style-type: none"> 1. Registration No..... 2. Registration Date..... 3. Chassis No..... 4. Engine No..... 5. Model..... 6. Manufacturing Date..... 7. Make..... 8. Manufacturer..... 9. Supplier/Agency..... 10. Insured Amount..... 11. Premium Payable.....

Personal Guarantor, if any	<p>The Car Loan is further secured by the Personal Guarantee</p> <ul style="list-style-type: none"> Name of Personal Guarantor: Relationship with the Borrower:
Prepayment	<p>(i) For floating rate charges: Nil</p> <p>(ii) Terms: In case of prepayment of loan, the Borrower should send notice to the Bank at least 7 days prior to the date of prepayment.</p>
Insurance	<p>The Borrower has to ensure the Property is insured and the policy has been assigned in favour of Bank. The Borrower to bear all the applicable charges of Insurance.</p>
Dishonour charges	Rs...../- per instrument
Other charges	To mention other charges, if any.
Legal and Valuations charges	<p>Borrower to reimburse to the Bank actual charges including service and other taxes paid by the Bank in connection with Legal and Valuations of asset. The same will be paid by the Borrower at the time of disbursement of loan or can be deducted from the Car Loan disbursed by the Bank.</p>
Expenses	<p>The Borrower will reimburse the Bank for all charges and expenses incurred in connection with the preparation, execution and amendment of any documents related to the Facility, including but not limited to legal, travel and out-of-pocket expenses, and irrespective of the Facility being sanctioned or not.</p>
Disbursement Conditions	<p>The Car Loan will be disbursed only after the satisfaction with the following conditions-</p> <ol style="list-style-type: none"> Borrower accepting the Sanction Letter and executing the Car Loan cum Hypothecation Agreement and other relevant documents as per the standard format of the Bank Borrower providing the documentary proof regarding its own contribution being paid in full Disbursement is subject to satisfactory credit verification. Disbursement is subject to legal and technical clearance/verification of the Property being financed Any other condition, if any.
Method of disbursement	<p>The proceeds of the Loan will be disbursed by way of issuance of DD/PO in favour of Dealer/Manufacturer.</p>
Other Terms and Conditions	<ol style="list-style-type: none"> The Borrower is the owner of the Asset. All documents to be self-attested by the Borrower. Any other condition, if any.

UDC COVERING LETTER

From:

_____ (“Borrower/s”)

Date: ____ / ____ / ____

To,

(“Shinhan Bank”)

Subject: Submission of undated cheques (UDCs)/ security cheques with respect to loan account number

_____ In consideration of and as a security for the Prime Car Loan facility of Rs.

(“the Facility”) granted/agreed to be granted by Shinhan Bank (“Bank”) vide sanction letter numbered

_____ Dated ____ / ____ / ____ and loan documents executed in respect thereof, I/We hereby deliver to the Bank the undated cheques (as detailed hereunder) towards repayment of the Facility availed from your Bank and the interest, default interest, charges, fees, costs payable thereon.

1. Name of the Drawee Bank: _____
2. Name of the Drawee Bank Branch: _____
3. MICR sort code (9 digit):

--	--	--	--	--	--	--	--	--
4. Date of the Cheques: _____ of each month commencing from _____
5. Cheque Numbers: [Internal note: FILL IN BELOW TABLE AND INSERT ROWS, AS NECESSARY]

Sr.No	Cheque number		No. of cheques
	From	To	

I/We agree that the cheques are given towards repayment/installments of the outstanding amounts under the Facility and the interest, default interest, charges, fees, costs payable thereon. I/We agree and acknowledge that in accordance with the provisions of Section 20 of the Negotiable Instruments Act, the Bank in the present case as the holder of the said cheques, shall have the authority to complete the said cheques. I/We hereby unconditionally and irrevocably authorize and confirm the authority of the Bank to present the same for the payment. The security cheques contain my/authorized signatories' genuine signatures, which shall not be disputed by me. I/we further confirm that we shall, at all times during the tenor of the Facility, maintain adequate balance in our account to ensure that the cheques are honored when presented.

In case of change in the signature of Borrower/s, I/We undertake to replace the cheques appropriately and in the event of non-replacement of the cheques before the due dates, I undertake to honour the undated cheques/ security cheques.

Yours faithfully,

[SIGNED AND DELIVERED BY]

<p>_____</p> <p>[BORROWER]</p>	<p>_____</p> <p>[CO-BORROWER]</p>
<p>Place:</p> <p>Date:</p>	

DISBURSEMENT REQUEST LETTER

Date: ____/____/____

Dear Sir/Madam,

Subject: Request for disbursement of Prime Car Loan facility

1. I/We have been sanctioned amount of Rs. _____/- (Rupees _____ Only) as Prime Car Loan facility by Shinhan Bank vide sanction letter numbered _____ dated ____ / ____ / ____ (“Facility”).
2. I /We request you to kindly disburse the Facility amount by way of Demand Draft / Cheque/ RTGS/NEFT as below. I request that the disbursement of the Facility be made in multiple parts as indicated below.

Disbursement in favour of	Amount (In Rupees and Word)	Account Number

Yours faithfully,

[SIGNED AND DELIVERED BY]

_____ [BORROWER]	_____ [BORROWER]
Place:	

Cheque to be affixed

STANDING INSTRUCTION

From:

("Borrower")

To,

("Shinhan Bank")

Dear Sir/Madam,

Reference: Standing Instruction for loan account number _____

1. This is in reference to the Prime Car Loan (hereinafter referred to as "Facility"), for an amount of Rs. _____/(Rupees _____ only) sanctioned to me/us (being the Borrower) by Shinhan Bank. Our Customer ID is _____ & and loan account number is _____.

2. I/We authorize you to debit a sum not exceeding Rs. _____/- (Rupees _____ only) on _____th of every month starting from __/__, till final repayment of the Facility and from my/our savings account no. _____ maintained with your _____ branch towards the payment of monthly EMI due to the Bank, in respect of the availed Facility.

3. I/We acknowledge that the amounts payable towards EMI are subject to modifications as per events like change of Rate of Interest, part-payment (if applicable) and other events, in terms of the Covenants, Terms and Conditions of Hypothecation cum Loan Agreement and other loan documents. I/We declare that even upon the occurrence of any such event, these standing instructions shall be continue to be valid and Shinhan Bank is authorized to deduct amounts from my/ our account (as specified in paragraph 2) towards such modified EMI, as applicable.

4. This instruction is unconditional and irrevocable and Shinhan Bank can act upon this instruction without any further intimation or reference to us.

Yours faithfully,

[SIGNED AND DELIVERED BY]

<p>_____</p> <p>[BORROWER]</p>	<p>_____</p> <p>[BORROWER]</p>
<p>Place:</p> <p>Date:</p>	

Insert branch particulars where Letter to be submitted.
Please specify details of the branch with which the account is maintained.

NACH Form

LETTER OF CONTINUITY FOR ON-DEMAND PROMISSORY NOTE

To,
The Branch
Manager, Shinhan
Bank,

_____ (“Shinhan Bank”)

Reference: Prime Car Loan facility aggregating to Rs. _____

(“Facility”)

Sanctioned to us vide sanction letter numbered _____ dated _____ / _____ / _____

(“Sanction Letter”)

Dear Sir,

I/We refer to the On-Demand Promissory Note in respect of the Prime Car Loan of Rs.

/-

(Rupees

only)

dated _____ / _____ / _____ and interest payable thereon (“On-Demand Promissory Note”) duly signed and delivered by me/us to you, as security for the repayment of outstanding amount due in respect of the Loan, at present outstanding as also for the repayment of any further amount, which I/we may avail hereafter from Shinhan Bank.

I/We am/are to remain liable under the On-Demand Promissory Note notwithstanding the fact that any payment is made into the account of the Facility from time to time, or the Facility being reduced or extinguished from time to time, or even if the balance of the said Facility may be at credit, and that the On-Demand Promissory Note shall operate as continuing security to Shinhan Bank to be enforceable for the repayment of any amounts owed by me/us to Shinhan Bank in respect of the Facility. I/We confirm that the following “Loan Documents” have been executed in respect of the said Facility:

Sr.No	Name of the Documents	Date
i.	Demand Promissory Note	/ /
ii.	Demand Promissory covering letter	/ /
iii.	DP Note Delivery Cum Waiver Letter	/ /
iv.	Standing Instruction	/ /
v.	PDC Covering Letter	/ /
vi.	Request for Disbursement	/ /
vii.	Loan cum Hypothecation Agreement	/ /
viii.	Sanction Letter	/ /

I/we am/are liable to Shinhan Bank for the payment of all outstanding amounts with interest, costs, charges and expenses and other monies due and payable by me/us to Shinhan Bank in respect of the Facility granted and/or to be granted or continued under the above Loan Documents or in any other manner and which said documents shall remain in full force with all relative security, agreements and obligations irrespective of the fact as to whether my/our liability under the said Facility gets extinguished by restrictive credit in the Facility account or the Facility account is brought into credit due to various credits in the account.

Yours faithfully,

[SIGNED AND DELIVERED BY]

_____ [BORROWER]	_____ [BORROWER]
_____ [BORROWER]	_____ [GUARANTOR]
Place: Date:	

 Insert branch particulars where DPN to be submitted.