

**MASTER TERMS AND CONDITIONS**  
**(Applicable for Two Wheeler / Auto Loan)**

These MASTER TERMS AND CONDITIONS ("T&Cs") shall be applicable to auto loan/two wheeler loan extended/to be extended by CHAPLOT CAPITAL PRIVATE LIMITED, a Company incorporated under the Companies Act 2013 having its Registered office at 105, Shreeji Arcade, Phadke Cross Road, Above Hdfc Bank, Dombivli (E), Thane - 421201, and an administrative office at 112, Runwal RSquare Bldg, LBS Road, Vardhman Nagar, Mulund (W)-400080 (hereinafter referred to as the "**CCPL**" OR "**the Lender**", which expression shall, unless it be repugnant to the subject or context thereof, shall mean and include its successors, transferees and assigns) to its borrowers

The "Borrower", "Co-Borrower" more particularly described and set out in the Schedule 1 of this Loan Agreement (hereinafter referred as "**the Borrower**") and the "Guarantor" more particularly described and set out in the Schedule 1 of this Loan Agreement (hereinafter referred as "**the Guarantor**") of the **SECOND PART**; The expression Borrower and Guarantor shall, unless repugnant to the context or meaning thereof, be deemed to mean and include:

- a. In case of a company incorporated under the Companies Act, 2013, its successors and permitted assigns;
- b. In case of a partnership firm formed under the Partnership Act, 1932, the partners for the time being and the legal heirs, executors and administrators of last such surviving partner;
- c. In case of a sole proprietorship, the sole proprietor and his/her heirs, administrators and executors and legal representatives;
- d. In case of a joint Hindu Undivided Family ("HUF"), the Karta and any or each of the adult members of the HUF and their survivor(s) and his/her/ their respective heirs, legal representatives, executors, administrator and permitted assigns;
- e. In case of the Governing Body of a Society, respective successors of the members of the Governing Body and new members elected, appointed or co-opted;
- f. In case of a Trust, the Trustee or Trustees for the time being hereof and their successors and assigns;
- g. In case of an individual, his/her respective heirs, administrators and executors;

- The Borrower, the Guarantor and CCPL shall hereinafter be referred to individually as "**Party**" or collectively as "**Parties**".
- Reference to any gender shall include all genders and reference to the single number shall include reference to plural numbers and vice versa in the context thereto.

**WHEREAS**

- a. CCPL is inter-alia engaged in the business of extending financial assistance for the purchase of motor vehicles and other assets (hereinafter referred to as "the Assets"/ "the Vehicle")
- b. The Borrower has requested CCPL for financial assistance for the purchase of Vehicle / Asset more fully described in Schedule 1 of this Agreement, against the security of the said Vehicle/ Asset, which is free from any encumbrance.
- c. The Borrower in consideration of having availed the loan facility has agreed to abide by the terms and conditions stipulated by CCPL and more fully set out in hereunder-mentioned Schedule. The Borrower has also agreed not to deal with collateral asset, by way of sale, alienation, hypothecation, pledge or in any other manner whatsoever except as herein authorized by CCPL in writing, until the entire due amount under this Agreement is paid to CCPL.
- d. CCPL, relying upon the above representations made by the Borrower has agreed to provide the loan sought by the Borrower, upon the terms and conditions stipulated herein.
- e. The Borrower, Co-Borrower and Guarantor agree to this sanction of loan/financial assistance by CCPL to him/her/them

**DEFINITIONS AND ABBREVIATIONS:**

- a. "**Application Form**" means, as the context may permit or require, the loan facility Application Form submitted by the Borrower to CCPL for applying for and availing of the facility and all other information, particulars, clarifications, letters and undertakings and declarations, if any, furnished by the Borrower or any other persons from time to time in connection with the extension of the said financial/loan facility.
- b. "**Auto Debit Mandate**" hereinafter referred to as "ADM", shall be deemed to include debiting of the Borrower account in accordance with the Borrower instruction(s)/request through consent in writing to its bank for facilitating payment of installments for corresponding credit to CCPL Account.
- c. "**Automated Clearing House**" hereinafter referred to as "ACH", shall be deemed to include transfer of funds electronically, either through a message for transfer of funds sent electronically or through image of instrument of transfer of funds sent electronically or through an electronic file containing the details of the funds transfer sent by electronic media or payment through an electronic cheque or where funds are transferred through various types of plastic cards or such other debit clearing service notified by Reserve Bank of India, participation in which has been consented to in writing by the Borrower for facilitating payment of installments and all other dues.
- d. "**Borrower**" shall mean and include and refers jointly and severally to the Applicant and Co-Borrower/Co-applicant (if any) who has/have been sanctioned/granted the loan facility by CCPL based on the Application Form submitted by such Applicant and Co-Borrower/Co-applicant to CCPL for availing of the finance/loan facility.
- e. "**Bounce charges**" are charges levied on dishonour of post-dated cheque / ACH / ADM, entrusted by the Borrower / Guarantor for clearance of EMI (monthly installments) or non-payment of Installment on or before respective due date through other repayment modes.
- f. "**Dealer**" shall mean Individual/ Proprietorship concern/ Partnership Firm/ limited liability partnership/ Private/Public Limited Company mentioned in Schedule 1, which sells the Vehicle to the Borrower, which is being financed by CCPL.
- g. "**Direct cash Collection**" hereinafter referred to as "DCC", shall be deemed to include collection of cash through CCPL representative/agent at various locations against issue of receipt
- h. "**Default Interest**" means interest levied by CCPL from the due date till payment on happening of any Event of Default as set out in clause 10 of this Agreement.
- i. "**Due Date**" means the date(s) on which any amounts in respect of the Dues fall due as specified in the Transaction Documents.
- j. "**Dues**" includes the outstanding principal amount of the finance/loan facility, interest on this facility, all other interest, all fees, costs,

charges, expenses, stamp duty and all other sums whatsoever payable by the Borrower to CCPL in accordance with the Loan Terms and the Transaction Documents.

- k. "**Guarantor**" means any person standing to guarantee the Borrower debt as mentioned in this Agreement & its schedule and includes, depending on the nature of the Guarantor: (a) its successors and permitted assigns, if the Guarantor is (i) its successors and permitted assigns, if the Guarantor is a company within the meaning of the Companies Act 1956 / 2013 or a society registered under the applicable laws relating to societies; (ii) a firm any or each of the partners and their survivor(s) or the partner(s) from time to time and their respective heirs, legal representatives, executors, administrators and permitted assigns, if the Guarantor is partnership firm within the meaning of the Indian Partnership Act, 1932; (iii) his / her heirs, legal representatives, executors, administrators and permitted assigns, if the Guarantor is an individual and/or carrying on business as a sole proprietary concern. The Guarantor shall be considered as debtor.
- l. "**Installment(s)/EMI**" means an amount comprising of the principal amount and interest calculated on reducing balance rate thereon, payable on monthly / quarterly / or at any other interval as may be agreed between the parties hereto, towards repayment of loan amount, divided in equated or unequal installment over a period of the tenure. The working of the equated or unequal installment is more particularly demonstrated in Schedule 1.
- m. "**Interest**" means the Fixed Rate of Interest or the Floating Rate of Interest as may be applicable & mentioned in Schedule 1.
- n. "**Loan**" means the amount disbursed by CCPL to / on behalf of the Borrower as per terms of this loan agreement and includes all and any other amount due and payable by the Borrower to CCPL as per the terms and conditions of this Agreement.
- o. "**PDC**" means Post-dated Cheque, means cheques drawn by the Borrower in favour of CCPL for the amount of the installments bearing the dates to match the date of each installment.
- p. "**Schedule**" means, entire details of the loan/ financial facility extended to Borrower, which is forming part & parcel of this agreement.

**NOW IT IS AGREED BY AND BETWEEN THE PARTIES HERETO AS UNDER:**

- 1. The Borrower had approached CCPL for a Loan amount as stated in Schedule 1 (the loan amount hereinafter shall be referred to as 'the loan' or "Loan" or "Loan Amount") for purchase of a Vehicle as mentioned in Schedule 1 hereto and CCPL has agreed to extend the Loan subject to the terms, conditions herein below.
- 2. **Financing Arrangements**
  - 2.1 This Agreement entered into between CCPL and the Borrower in connection with the Loan is a pure financing arrangement and the Borrower shall bear all risk in relation to the vehicle purchased pursuant to the financing obtained under this Agreement. The Borrower has inspected the suitability, quality, performance and conditions of the said Vehicle to his/her/their satisfaction and CCPL is in no way liable for any liability, claim, loss or expenses of any kind caused directly or indirectly to the vehicle in relation to any repairs and maintenance thereto.
  - 2.2 The Borrower agrees to pay to CCPL all the upfront charges as set out in Schedule 1. Alternatively, the Borrower hereby authorizes CCPL to deduct the upfront charges from the Loan Amount and disburse the balance loan amount to the dealer. The Borrower hereby confirms that irrespective of deduction of such upfront charges, the obligation of the Borrower to repay to CCPL shall be of the entire Loan Amount along with Interest, and other charges in terms of this Agreement. The upfront charges deducted by the Company are nonrefundable / non- adjustable. In case the Borrower cancels the booking before the vehicle delivery, he/she/it/they are liable to pay all the upfront charges and the same would be deducted from his/her/it/their down payment, if made any.
  - 2.3 The Borrower shall continue to pay the installments/ Equated Monthly Installments (EMI) as per Schedule 1 hereto on the respective due dates ("Due dates") regardless of whether the Vehicle is in good condition / has been delivered or not. The Borrower shall pay CCPL advance EMIs/ initial Payment / Margin money at the time of availing Loan facility according to the Schedule 1.
  - 2.4 Any amount received from the Borrower shall normally be credited to the EMI dues. The Borrower hereby authorizes CCPL at their discretion to appropriate such receipts, first towards cheque bounce charges, then towards bank charges, then towards miscellaneous expenses and then towards Overdue Interest for delayed payment and then the balance if any, will be credited/ adjusted towards the installment dues. Similarly, proceeds of sale of Asset when repossessed and sold shall be appropriated at the discretion of CCPL.
  - 2.5 The Borrower shall not be entitled to any increase/decrease in the principal amount of the Sanctioned Loan by reason of any increase/decrease in the purchase price of the Vehicle.
  - 2.6 During the process of PDC writing if there is any human error done then the borrower would be liable to resubmit the new PDCs demanded.
- 3. **Re-Payment of Loan**
  - 3.1 The Borrower shall repay to CCPL, the Loan amount in installments together with interest / finance charges i.e., Monthly installments on the due dates and in the manner as mentioned in Schedule 1 hereto.
  - 3.2 The Borrower agrees to pay CCPL the upfront charges and Advance EMI as set out in Schedule 1. The Borrower hereby authorizes CCPL to deduct these amounts from the loan amount and to disburse the balance loan amount to the Dealer.
  - 3.3 The Borrower hereby confirms that interest is charged on the Loan amount based on which the monthly installment is computed and that the Advance EMI (s) is one of these monthly installments. The Borrower shall not be eligible to any interest on the amount of such advance installments. Moreover, the advance EMI (s) would be adjusted against the last installment (s) in the inverse order of maturity.
  - 3.4 The Borrower hereby confirms that the effective rate of interest as specified in schedule 1 is arrived on the basis of the amortization of principal and interest. It is also clearly understood by the Borrower that the interest is payable on the advance EMI portion payable as per Schedule 1 and that the Borrower shall not dispute such calculation at a later date.
  - 3.5 The mode of repayment by the Borrower will be either by issue of post-dated cheques / demand draft / banker's cheque or by Automated Clearing House (ACH) or by way of standing instructions to the Bankers of the Borrower to debit the Borrower's account and credit of the same to the account of CCPL, or by Direct Cash Collection against issue of receipt or by any other mode, agreed to by CCPL in writing.
  - 3.6 If the installment is not credited to the account of CCPL on the due date due to any reason whatsoever, then it shall be construed that the Borrower is at default and the clauses consequent to default will be applicable.
  - 3.7 The Borrower shall be liable to pay cheque dishonor / bounce charges as mentioned in the schedule. Upon the cheque being dishonored / ACH payments not received / stopped, the Borrower shall replace such cheque / ACH with a demand draft or cash by

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paying the defaulted amount together with overdue interest at the rate as per schedule hereto until realization of the amount, besides the bounce charges and other charges.

- 3.8 **The Borrower shall be liable for payment of Overdue interest at the rate as specified in Schedule 1 on the installment amount which have not been paid by the Borrower and the same shall be computed from the respective due date for payment till realization.**
- 3.9 If any of the postdated cheque is lost, destroyed or misplaced while in the custody of CCPL or becomes non cashable due to death, insolvency, lunacy, termination of authority or the liquidation of the drawee bank or any moratorium or requires replacement for any reason whatsoever in the discretion of CCPL, then in that event, the Borrower or his legal representative / heirs shall within 15 working days of receipt of such intimation from CCPL substitute/ replace any such cheque/s with fresh cheque/s payable on the same dates and for the same amount as the previous cheque/s which is / are being substituted.
- 3.10 The Borrower shall not close the bank account on which PDC/ACH/other payment method has been issued, until the discharge of the liability under this Agreement. If in case, the Borrower intends to close/change the payment bank account for any reason whatsoever, then in such event, the Borrower shall replace the Post Dated Cheques / ACH / other payment method issued in favour of CCPL, together with payment of swap charges as per schedule hereto. No swap or interchange shall be done by the Borrower without prior consent of CCPL.
- 3.11 The Borrower shall make available the funds in the bank account required for meeting out the repayment obligations under this Agreement irrespective of any other commitment or obligations of Borrower.
- 3.12 The Borrower is liable for payment of collection expenses as per Schedule 1 for every attempt made by CCPL or its appointed agencies to collect the delinquent amount from the Borrower. This is in addition to the other amounts payable by the Borrower to CCPL under this Agreement.
- 3.13 Any dispute or difference of any nature whatsoever shall not entitle the Borrower to withhold or delay payment of any Installments or other sum and CCPL shall be entitled to present the post-dated cheques / ACH Mandates / ADM / Any other electronic or other clearing mandate to the Borrower Bank on the respective due dates.
- 3.14 Further CCPL may, in its sole discretion, require the Borrower to adopt or switch to any alternate mode of payment and the Borrower shall comply with such request, without demur, delay or protest. The method for payment as selected by the Borrower in the Application Form or the mandates given by the Borrower under any payment mode cannot be cancelled or revoked by the Borrower without prior written consent of CCPL. If the Borrower cancels or revokes (or attempts to cancel or revoke) such mandates without the prior written consent of CCPL, such acts of the Borrower shall be deemed to have been committed with a criminal intent and CCPL shall be entitled to initiate appropriate criminal as well as civil proceedings against the Borrower in the event of default.
- 3.15 Notwithstanding anything stated elsewhere in this agreement, CCPL may at any time in its sole discretion and without assigning any reason call upon the Borrower to pay the all the outstanding credit facilities, thereupon the Borrower shall within 7 days of being so called upon pay the whole of the outstanding credit facilities to CCPL without any delay, demur or protest or a notice of demand from CCPL

#### **4. Guarantee**

- 4.1 In consideration of CCPL having advanced the Loan to the Borrower, the Guarantor hereby agrees and undertakes that in the event that the Borrower fails, neglects or refuses for any reason whatsoever to repay and/ or is unable to pay any of the installments or amount dues payable under this Agreement, the Guarantor does hereby guarantee and undertake to pay CCPL the installments along with any penalties, costs, charges, commission, expenses and statutory dues, if any, without any demur or protest or contestation and without any reference to the Borrower, unconditionally without raising any objections or issue whatsoever and irrespective of or not notwithstanding any dispute or difference in respect of the said amounts due to CCPL. CCPL reserves the right to retain the lien and repossess any asset of the Guarantor towards liquidation of the outstanding of the Borrower, herein.
- 4.2 The Guarantor hereby expressly agrees that, this guarantee is a continuing guarantee in nature till all the liabilities of the Borrower under this Agreement are fully met & issuance of No objection certificate or No due certificate by CCPL to the Borrower. The liability of the Guarantor is joint/jointly and several along with the liability of the Borrower.
- 4.3 Any amounts thus payable by the Guarantor to CCPL will be paid at CCPL's office (address mentioned in Schedule 1)
- 4.4 The Guarantor hereby agrees that the entries in the books/ records kept in the ordinary course of the business by CCPL with regard to the amounts due from the Borrower and with regards to the installments, expenses debited to the Borrower's account shall be conclusive evidence against the Borrower and the Guarantor.
- 4.5 The Guarantor hereby consents to CCPL:
  - a. Making any variations that CCPL may think fit in the terms of this Agreement with the Borrower:
  - b. Determining, enlarging or varying any contract with the Borrower:
  - c. Promising to give time to the Borrower or not to sue the Borrower:
  - d. Parting with any security that CCPL may hold in respect of the said Loan.
- 4.6 The Guarantor hereby declares that this guarantee is in addition to, and not by way of limitations of / substitution for, any other guarantee that the guarantor may previously have given or may hereafter give to CCPL (whether alone or jointly with any other party or parties) and that this guarantee shall not revoke or limit any such other guarantee or guarantees.
- 4.7 The Guarantor agrees and declares that CCPL shall not be bound and compelled to take any proceedings, steps or action against the Borrower for recovery, enforcement or realization of any of their dues from the Borrower or against the said asset including repossessing the same under or pursuant to this Agreement and the Guarantor shall be bound and liable to pay all monies payable under, and by virtue of, this guarantee notwithstanding that CCPL shall not have taken any steps or proceeding against the Borrower.
- 4.8 It is further expressly clarified that this guarantee is irrevocable guarantee having been granted for valuable consideration and shall come into effects simultaneously with the signing of this agreement.
- 4.9 The Guarantor agrees that he is jointly and severally liable under the terms of the guarantee. The Guarantor in relation to CCPL is and shall be a principal obligator in respect of all obligations, liabilities and responsibilities undertaken in favour of CCPL under this guarantee and CCPL shall be entitled to proceed against the Guarantor as if the Guarantor was the principal debtor of CCPL in respect of all obligations and payments guaranteed by the Guarantor.
- 4.10 This guarantee by the Guarantor is not personal to CCPL and may be assigned/transfer by CCPL in whole or in part to any person (whether absolutely or as security) by CCPL along with the principal obligation of the Borrower

#### **5. Security**

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5.1 In consideration of the grant of the loan by CCPL to the Borrower, the Borrower hereby hypothecates and charges unto CCPL, the financed Vehicle, as security, for the due repayment of the Loan together with all interest, costs, taxes, cesses and outgoes.

5.2 The Borrower shall furnish full details of the Vehicle (such as, but not limited to, engine number, chassis number, serial number, registration number), which is/are not available at the time of executing this loan agreement, to CCPL, in such format as specified by CCPL, within 5 (five) days of delivery of the Vehicle or immediately on receipt of such details (such as the registration number of vehicles) from the appropriate authority including a copy of Registration Certificate, tax certificate and insurance policy to CCPL, whichever is earlier.

5.3 The Borrower should register the said Vehicle, within 10 days from the date of sale invoice, with respective Road Transport Authority, should collect original registration certificate of Vehicle from Road Transport Authority / Dealer and should submit its certified copy to CCPL as soon as the borrower gets it

5.4 The Borrower should register the Vehicle with the relevant Authority clearly indicating the fact that such Vehicle is exclusively charged/to be hypothecated in favour of CCPL. Issuance of NOC (form 35) from CCPL shall be contingent/will not be issued to the Borrower having/until furnished the full details (including registration number, copy of registration certificate) regarding the Vehicle to CCPL's office address, as mentioned in Schedule 1, sent by registered post.

5.5 The charge created shall be a first and exclusive charge on the financed Vehicle.

5.6 Where the Facility has been availed of for foreclosing/normal closure under this agreement then the Borrower shall, within 7 days from foreclosure/normal closure with CCPL of the Facility, get the existing charge/ hypothecation in the name of CCPL removed from the Vehicle(s) registration certificate and/or the records of the appropriate registering authority and forthwith deliver a certified copy of the Registration certificate (showing necessary endorsement/hypothecation removed, as the case may be) to CCPL's office address mentioned in Schedule 1 through registered post.

5.7 The Borrower shall also execute a promissory note in favour of CCPL for the amount of the loan repayable with interest thereon.

5.8 CCPL is not responsible for delivery of vehicle registration certificate book and that the Borrower shall not withhold payments of any EMI/ Installment on the pretext that Registration Certificate / book or vehicle has not been delivered by the dealer.

5.9 **Security by hypothecation of the Assets**

- i) The loan together with all interests, costs, fees and expenses and all other monies payable in terms of this Loan Agreement and stipulated herein or any other finance or money due from time to time from the Borrower to the CCPL in whatsoever capacity, shall be secured by way of a first and exclusive by way of hypothecation of the Assets in favour of the CCPL and in the form and manner/acceptable to the satisfaction of the CCPL.
- ii) In pursuance of this Loan Agreement and for consideration aforesaid, the Borrower does hereby hypothecate and charge in favor of the CCPL the Assets ( the brief particulars of which are mentioned in Schedule 1) including its body, engine, all the accessories and equipments attached, annexed or fixed and/or to be attached, annexed or fixed or replaced from time to time to the Assets and all spares, tools pertaining to the Assets, whether loose or fixed to the Assets and where ever the same are now lying or stored whether in premises of the Borrower or wherever situated and whether the same is held by any person on behalf of or disposition of the Borrower or in the course of transit or otherwise which shall also include all present assets as well as assets by way of substitution, addition, replacement conversion or otherwise.
- iii) The Charge/ hypothecation so created shall continue to be in full force so long as all the amounts due under the terms of this Agreement have been paid by the Borrower (or the Guarantor, as the case may be) to the CCPL and until the CCPL issues a certificate discharging the Security created pursuant to this Loan Agreement and stating that the Loan and the other amounts payable under this Loan Agreement have been discharged and paid in full. The charge shall not be affected, impaired or discharged by winding up or insolvency (Voluntary or otherwise) or by any merger or amalgamation or reconstruction, takeover of the management, dissolution or appropriation of the business or assets or nationalization of the Borrower. Any direct or indirect transfer of the Assets would be deemed to be criminal breach of trust and a case of cheating, entitling the CCPL to file/pursue a First Information Report ("FIR") or a criminal complaint against the Obligors. The Assets shall be in the custody of the Borrower in its capacity as bailees.
- iv) The charge/hypothecation shall be deemed to be created immediately on the execution of this Loan Agreement or delivery of the Assets, as the case may be. In the event the Borrower fails to take delivery of the Assets within a period of 30 (thirty) days from the execution of this Loan Agreement (or such other extended date acceptable to the CCPL) or endorse the hypothecation in favour of the CCPL in the Registration Certificate Book (Wherever applicable) and insurance policy (to further express the fact that the Assets stand hypothecated to the CCPL) within the above referred period; the Borrower shall be deemed to be in breach of this Loan Agreement.

## 6. Insurance

6.1 The borrower needs take comprehensive insurance cover for the vehicle against fire, theft third party risk and other hazard during the tenure of the Loan period with endorsement in favour of CCPL and forward the comprehensive insurance policy copy(ies) to CCPL regularly every year. Such Insurance shall be a comprehensive insurance and in the event of the Borrower not insuring the same then the entire risk, in case of any eventuality, shall be borne by the borrower only.

6.2 If the product is lost, stolen, damaged or destroyed, the borrower agrees that CCPL shall have the first right/charge to appropriate any insurance recovery towards payments of the entire balance of the Sanctioned Loan and other dues, including the portion that would otherwise have been repayable in future. If after such appropriation, there is any surplus leftover, it shall be paid to the Borrower and if there is any deficit, then the Borrower shall be liable to pay the entire deficit forthwith. CCPL may however, in its sole discretion, permit the Borrower to pay the deficit amount in re-adjusted Instalments as determined by CCPL. CCPL shall remain entitled to encash the post-dated cheques referred to herein above until the deficit amount is fully paid.

6.3 The borrower agrees that the discharge receipt issued by CCPL in favour of the Insurance company is final and binding on the Borrower, in respect of settlement of claims.

6.4 If the product is damaged, and if CCPL in its sole discretion considers that the damage is fully repairable, it may release the insurance amounts recovered for the purpose of repair of the product and continue the Sanctioned Loan on the original terms.

6.5 In the event of occurrence of death of the Borrower, the nominees/legal heirs hereby agree to submit the required signed documents and complete the claim procedure without any delay, demur or protest and permit/give clearance to the insurance company to pay to CCPL the balance due under this loan agreement against full and final satisfaction of CCPL and to receive balance amount of compensation, if any. Further the nominee shall not raise any objection to CCPL or insurance company, receiving the said amount directly by CCPL. Any deficit of amount as per this loan agreement to CCPL then, shall be cleared by the nominees/legal heirs of the

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Borrower without any delay, demur or protest.

## 7. Conduct

The Borrower agrees

- 7.1 To notify/inform CCPL, in case the product suffers any damage, or is lost, stolen or destroyed, whether due to any risk covered by insurance or otherwise and whether due to any negligence or wrongful act of the Borrower or otherwise, within 48 hours of its occurrence, at its office address mentioned in Schedule 1, by registered post and notify/inform the insurance company of such damage, loss, theft or destruction. The Borrower shall also immediately lodge a report/FIR in respect of such damage, loss, theft or destructions with the police and other competent authorities as per law within the said 48 hours of its occurrence.
- 7.2 To permit CCPL and its agents/ authorized representative to inspect the Vehicle / the related documents from time to time and / or to produce the same for inspection to CCPL or its representative at a place designated by CCPL.
- 7.3 To furnish copies of invoices, other documents of title with endorsement of insurance policy to CCPL.
- 7.4 To pay duties, taxes and fees and other outgoings payable in respect of the vehicle as and when the same becomes due / payable and to indemnify CCPL against all such payments. It is hereby agreed that this is not an obligation on the part of CCPL.
- 7.5 To keep the Vehicle in good condition and serviceable order to the satisfaction of CCPL. In the event of the Borrower not maintaining the same in good condition and serviceable order to the satisfaction of CCPL, CCPL may do so and any expenses incurred by CCPL in this respect would be borne by the borrower or repaid by the borrower to CCPL together with **interest @ 3% per month**.
- 7.6 Not to remove or allow removing the Vehicle from the city / place where it is registered and have the Vehicle re-registered without CCPL's prior written consent.
- 7.7 To use the Vehicle himself/herself or the same will be used by his/her family members. If at all the Vehicle is used by any third party, CCPL will hold the Borrower responsible for default.
- 7.8 Not to sell, assign, pledge or Mortgage or encumber or in any way part with the possession of the Vehicle, nor in any manner deal with the Vehicle, or do or omit to do anything which would impair CCPL's security over the Vehicle.
- 7.9 Not to use the Vehicle for any unlawful purpose.
- 7.10 That the copy of the statement of account, regarding the balance amount due and payable by the borrower, furnished by CCPL duly certified as correct shall be binding on him under this Agreement. Without prejudice to what is stated above, if the Borrower desire to question any statement or any part thereof the Borrower shall furnish CCPL full details of the same within 7 days of the receipt of the statement by the Borrower to CCPL's office address as mentioned in Schedule 1 by Registered Post and CCPL may consider the same and the Borrower shall not entitle to object to the same thereafter on any ground whatsoever. It is however clarified that the Borrowers shall not be entitled to default or delay the payment of the installments on the ground of the Statement of Account furnished by CCPL being inaccurate or any other ground.
- 7.11 Gives his consent that CCPL can send SMS or any Electronic message to his mobile/ Landline or Mail ID regarding his loan account details and he will not complain the same to any authority or forum/ T.R.A.I as he has got obligation to discharge the Loan.
- 7.12 That the hypothecated Vehicle would be continuing security to CCPL for all monies, which are due from the Borrower.
- 7.13 That Non-presentation of the cheque / ACH / any other payment mandate, as decided between CCPL and the Borrower while entering this agreement, on the part of CCPL for any reason whatsoever, shall not in any manner affect the liability of the Borrower
- 7.14 That in all correspondence, the Loan account number, as also the full vehicle details i.e., Registration Number, Engine and Chassis number/ Asset details should be quoted by the Borrowers.
- 7.15 That CCPL will have absolute discretion to appropriate any payments received from the Borrowers against this Agreement in respect of dues under any other agreements with CCPL.
- 7.16 To notify CCPL, in writing, at its office address as mentioned in Schedule 1 of any change/changes in the Borrower's / Guarantor's current / permanent residence address, employment, bank account details and contact details including landline/mobile numbers by registered post within 48 hours of such a change.
- 7.17 To be cognizant of the fact that the Installment shall automatically stand increased by reason of increase in any rates, taxes, charges, imposts, levies and monies whatsoever that are or may be levied on the Installments or the transaction contemplated hereunder or are or may become payable by CCPL by virtue of entering into this agreement. Such increase in rates, taxes, charges, imposts, levies and monies as stated above shall automatically form part of the Sanctioned Loan & Borrower, Guarantor agrees to this effect without any notice.

## 8. Power of Attorney

In consideration of CCPL providing the Loan to the Borrower, the Borrower hereby authorizes CCPL:

- 8.1 To do all such acts, deeds and things as may be required and to make, execute, sign, seal and deliver and cause to be registered in favour of CCPL, as the case may be, at the costs and expenses of the Borrower all such deeds, documents, agreements with all such covenants, conditions, declarations, agreements and stipulation as may, in the absolute discretion of CCPL (Which discretion shall be final and binding on the Borrower) be deemed necessary:
  - a. Effectively vest in CCPL, the security created by the Borrower in terms of the loan Agreement.
  - b. File, on behalf of the Borrower, particulars of charge and/ or modification of charge.
- 8.2 To Reposses the Vehicle either by CCPL or any other person so authorized by CCPL.
- 8.3 On repossession to
  - a. Negotiate for sale of the vehicle
  - b. Determine and finalize the sale consideration with the intending purchaser/s
  - c. Conclude such documents as may be required to consummate such transaction
  - d. Receive the consideration from the purchaser/s
  - e. Issue receipts and discharge for the same in respect of the Vehicle, and
  - f. Sign transfer papers for and on behalf of the Borrower at the RTO office for transferring the Vehicle
  - g. Receive the insurance claim and give valid discharge
- 8.4 To engage any lawyer, counsel or any other professional experts in any court of law or before any arbitrator or authority on behalf of CCPL and at the sole cost of the Borrower.
- 8.5 To pay any taxes, dues, duties, and demands of any Government or other authorities (including any local authority) with respect to any payment to be received from the Borrower and to do or take all such other acts, deeds and things, in association with CCPL, as may be considered appropriate, in order to protect the interest of CCPL.

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- 8.6 To appoint or remove any agent /s or substitute /s with all or any of the power aforesaid in order to enable such agent /s or substitute /s to exercise all or any of the powers of CCPL herein and withdraw any such power from any of them.
- 8.7 The Borrower hereby unconditionally and irrevocably ratifies and confirms and agrees to ratify and confirm each and every receipt, mortgages, documents, deed, matter and things which shall be carried out, executed or made by CCPL, any of the offices nominated by it in that behalf or any delegate of CCPL for the aforesaid purposes.

## 9. Pre- Payment

- 9.1 The Borrower agrees that he shall give a minimum notice of 30 days expressing the intention to prepay/foreclose the loan. The prepayment shall have effect only on receipt by CCPL of the entire loan outstanding including arrears of Installments, principal outstanding, Interest till date of payments, foreclosure charges, cheque Bounce Charges, additional finance charges and any other charges due under this loan agreement.
- 9.2 It is expressly understood by and between the parties that the CCPL will not provide an option to make part-closures of the Loan during the tenor of the Loan. Any excess payment made by the Borrower over and above the value due at any time during the tenor of the Loan will be held in suspense account (as excess) by the CCPL. Such excess payment held by the CCPL will not accrue any interest. The CCPL may apportion the said amount against any future/ past dues on the said account /any account held by the Borrower that may remain unsettled by the Borrower for any reason.
- 9.3 Pre-payment charges and related conditions are also applicable in case loan is recalled by CCPL as per clause 11.1
- 9.4 The Borrower agrees the said prepayment/foreclosure charges as mentioned in schedule 1 shall not be waived by CCPL.
- 9.5 Foreclosure can be done by the customer only after payment of first 6 EMLs.

## 10. Events of Default

The following shall constitute as Events of Default under this Agreement

- 10.1 The Borrower and / or the Guarantor fails to pay any amount hereunder on or before the due date or commits breach or fails or is unable to comply with any of the terms, covenants or conditions herein contained in this Agreements or any other documents related to the loan: or
- 10.2 The Borrower and / or the Guarantor (in case of being an individual) dies or takes any step(s) with a view to his being made insolvent in any jurisdiction or with a view to the appointment of a receiver, trustee or similar officer of any of his Assets; or
- 10.3 If the Borrower and / or the Guarantor/s (in case of being a corporate body or a partnership firm) takes any action or other steps are taken or legal proceedings are initiated by any third party against the Borrower for winding up, dissolution or reorganization or for the appointment of a receiver, trustee or similar officer on its assets, particularly on the hypothecated asset(s); or
- 10.4 If the Borrower sells, encumbers or transfers or seeks to sell, transfer, create encumbrance on the hypothecated Asset in any manner whatsoever without the express consent in writing of CCPL; or
- 10.5 The Borrower and the Guarantor/s fails to pay any insurance premium for the hypothecated Asset or the bank charges for dishonoured PDCs/ACH in accordance with the terms and conditions hereof; or
- 10.6 The hypothecated Asset being confiscated, attached, taken into custody by any authority or is subjected to any execution proceedings; or
- 10.7 The Borrower and the Guarantor/s failing to pay any tax, impost, duty or other imposition or to comply with any other formalities required to be completed in respect of the hypothecated Asset under law from time to time; or
- 10.8 The hypothecated Asset being stolen or is untraceable for any reason whatsoever; or
- 10.9 The Asset(s) is distrained, endangered or damaged in any manner or rendered unfit for use or bodily injury is caused to the third party by accident with the Asset; or
- 10.10 Any of the PDCs/ ACH / any other payment mandate, as decided, delivered or to be delivered by the Borrower and/or the Guarantor/s to CCPL in terms and conditions hereof is not honoured for any reason whatsoever on presentation; or
- 10.11 Any instruction being given by the Borrower and the Guarantor/s for "stop payment" of any PDCs/ ACH / Auto debit, for any reason whatsoever; or
- 10.12 The Borrower failing to supply a copy of the registration certificate of the Vehicle, within 45 days of execution of this agreement, with hypothecation endorsement in favour of CCPL; or
- 10.13 Any circumstance arises which gives reasonable grounds in the opinion of CCPL that it is likely to prejudice or endanger the hypothecated Asset or the interest of CCPL under this Agreement; or
- 10.14 The Borrower and the Guarantor/s committing breach of any of the terms, covenants, undertakings and conditions herein contained or any information given or representations made by the Borrower and the Guarantor/s to CCPL under this Agreement or any other document submitted by the Borrower and the Guarantor/s being found to be inaccurate or misleading; or
- 10.15 The Borrower and the Guarantor/s being declared insolvent, bankrupt or [in case of company any winding up or liquidation proceedings being filed against the Borrower]; or
- 10.16 Any default being committed by the Borrower and the Guarantor/s in discharging his liabilities under any other Agreement entered into between CCPL and the Borrower and the Guarantor/s; in any capacity.
- 10.17 The Borrower fails to notify CCPL in writing of any change in his or her residential address, correspondence address, contact number within 7 days of such change
- 10.18 There exists any other circumstance, which in the sole opinion of CCPL, jeopardizes CCPL's interest.

## 11. Consequences of default

**Upon Occurrence of any of the events of default, the Borrower and the Guarantor shall be obliged to update the Bank account together with dues outstanding, bank charges, cheque bounce charges, overdue interest at the rate specified in Schedule 1 of this Agreement. The Borrower and the Guarantor shall be liable for payment of Overdue interest at the rate as specified in Schedule 1 on all the due amount.** After the occurrence of any event of default,

- 11.1 CCPL may at any time, recall the entire loan along with outstanding dues, if any. CCPL can issue a loan recall notice to the Borrower, thereupon the Borrower shall within 7 days of being so called upon pay the whole of the outstanding credit facilities to CCPL together with overdue interest @ **3% per month** on the outstanding amount till date of payment
- 11.2 CCPL can issue a dues notice to the Borrower giving him a minimum of 7 (seven) days' time to pay the dues pending as on that date together with overdue interest @ **3% per month** on the amount in dues till date of payment
- 11.3 CCPL may at its sole discretion either by itself or acting through its agent or receiver, enter upon the premises where such Vehicle is

located and take possession / seizure of the Vehicle and remove the same, all without any liability to CCPL or its agent, for such entry or damage to the property or otherwise. For this purpose, the Borrower hereby expressly grants irrevocable authority to CCPL and its appointed agents to enter upon the premises and exercise its rights under this clause. CCPL will be well within his rights to use tow-van or any carrier to carry away the Asset. The Borrower shall be liable to pay any towing charges and any other expenses incurred by CCPL in connection with the seizure of the Asset and for its sale etc.

- 11.4 In case of the Borrower is alienating or secreting or keeping the Asset beyond the reach of CCPL or the Borrower using the Asset for unlawful purposes or the Borrower subjecting the Asset to abnormal wear and tear and / or alienating such other Assets of the Borrower which provide additional cover to CCPL for recovery of the amount due under the Agreement, CCPL shall be entitled to take steps including seizure of the hypothecated Asset and invoking of the Guarantee without any notice to the Borrower.
- 11.5 The Borrower is entirely responsible for his/her/it's/anyone's inventory/belongings stored within the Vehicle and CCPL or its agent are not liable in any way for any kind of loss of the Borrower's/ third party's inventory/belongings once the vehicle is possessed.
- 11.6 CCPL's claims and rights under this agreement on the vehicle shall include and shall extend to all additions, accessions, replacements and renewals thereof whether made before or after the date of the agreement
- 11.7 On the occurrence of seizure, the borrower will be liable to pay the seizure charges as mentioned in Schedule 1 hereto and the loan has to be foreclosed only.
- 11.8 On taking possession of the Vehicle, CCPL shall call upon the Borrower to pay the entire amount due under the Agreement including the future dues together with liquidated damages as may be determined by CCPL. A minimum notice period of 7 (seven) days shall be provided to the Borrower to settle the account, on taking possession of the vehicle.
- 11.9 If the Borrower and / or the Guarantors do not settle the account within the time so provided by CCPL, CCPL may proceed to sell the vehicle in "as is where is" condition, by Public Auction either on Web sites or through third parties by private sale or by displaying the details of vehicles offered for sale on the notice Board in the branch office of CCPL or in any manner as deemed appropriate by CCPL. However, if the Borrower settles the account within the notice period, then CCPL shall redeliver the Vehicle to the Borrower.
- 11.10 Decency and decorum would be maintained by CCPL's authorized officer and other representatives of CCPL throughout the process subject to suitable decency and decorum being maintained by the Borrower/Guarantor directly and indirectly.
- 11.11 The Borrower should always interact with CCPL's employees / agents in decent and acceptable business language.
- 11.12 On sale of the Vehicle, if there is any shortfall in the account then CCPL shall issue a notice to the Borrower calling on him to pay the shortfall amount, and the Borrower is liable to pay the same within seven days from the date of notice together with interest @ **3% per month** on the amount in dues till date of payment. On the contrary if there is any surplus on sale of the vehicle then CCPL shall refund such surplus amount to the Borrower.
- 11.13 CCPL shall be entitled to recover from the Borrower and the Guarantor/s all expenses (including legal costs on full indemnity basis) incurred by or on behalf of CCPL in ascertaining the whereabouts of the Asset, taking possession, garaging, insuring, transporting and selling the Asset and of any legal proceedings that may be filed by or on behalf of CCPL to enforce the provisions of the Agreement. It is expressly clarified that the remedies referred to hereinabove shall be in addition to and without prejudice to any other remedy available to CCPL either under this Agreement, or under any other Agreement / undertaking, or in law or equity.
- 11.14 CCPL will continue to exercise its right to recover the shortfall/loss on sale through its arbitrator under (clause 17.2) & applicable judicial process under this agreement.
- 11.15 Notwithstanding anything to the contrary contained in the Indian Contract Act, CCPL or its officers, agents or nominees shall not be in any way responsible for any loss, damage, limitation, or depreciation that the hypothecated Asset may suffer or sustain on any account whatsoever whilst the same is in the possession of CCPL or its officers, agents or nominees or because of exercise or non-exercise of the rights, powers, or remedies available to CCPL or its officers, agents or nominees and all such loss, damage or depreciation shall be debited to the account of the Borrower and the Guarantor/s, howsoever the same may have been caused.
- 11.16 In case of default by reason of the PDCs, ACH Mandate / ADM /Any other electronic or other clearing mandate transaction being dishonoured, CCPL may initiate legal proceedings under Section 138 of the Negotiable Instruments Act 1881 for dishonour of cheques issued by the Borrower or under Payment and settlement systems Act, 2007.
- 11.17 CCPL shall also be entitled to take recourse to other legal remedies under appropriate provisions of the Civil Procedure code & Indian penal code and or under any other law which may be enacted or in force to protect the interest of CCPL.
- 11.18 Notwithstanding any other rights available to CCPL under this Agreement, CCPL shall be entitled to initiate any other appropriate actions against the Borrower and /or the Guarantor(s) if at any time CCPL at its sole discretion has sufficient grounds to believe that the Borrower and /or the Guarantor(s) has / have made any misrepresentations and / or submitted any forged documents or fabricated data to CCPL.
- 11.19 Notwithstanding anything contained hereinabove, CCPL may at any time without assigning any reason withdraw/terminate the facility given to the Borrower/Guarantor by giving 7 (seven) days prior written notice in this regard. However, any such termination shall not affect anything done or any rights or liabilities accrued or incurred prior to the termination and the indemnity given to CCPL herein shall survive any such termination.

## 12. Notices

Every notice, request, demand or other communication under this Agreement shall:

- 12.1 Be in writing, delivered by hand, or by registered post / Speed post acknowledgement due, or by Courier or any other mode as may be decided by CCPL;
- 12.2 Be deemed to have been received when delivered by hand, at the time so delivered if during business hours on a business day for the recipient, and if given by Speed post / registered post acknowledgement due, 48 hours after it has been put into post; and
- 12.3 Be sent to the Borrower and the Guarantor to the respective address mentioned in Schedule 1 hereto and to CCPL at its office address mentioned in Schedule 1 hereto, or to such other address as either party may in writing hereafter notify to the other party.
- 12.4 CCPL may (but not obliged to) send short message services (SMS)/ place calls to the Borrower intimating him on the dues payable by him and may call the Borrower and / or the guarantor to pay any dues that is outstanding under the agreement.
- 12.5 The Borrower hereby agrees to pay the postal and other charges as mentioned in Schedule 1 hereto for each of the notices being sent to him / them.
- 12.6 Any notice as aforesaid by CCPL to borrower(s) to any of the aforesaid address, email id, phone and mobile number(s), shall be valid and due notice by CCPL to borrower(s) and shall be deemed to have been properly and fully delivered to/on borrower(s) and the service completed on the respective days/dates as mentioned aforesaid irrespective of the fact that the same may be returned undelivered for any reason and in any such case of non-delivery CCPL shall not be required give any further notice through said modes

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or alternative modes even if postal authorities or the other medium(a) advise/inform/show in such case that Borrower(s) are not residing or available or found at such addresses or for any address or number not being functional, in order or matched, and Borrower(s) shall not be entitled to raise any objection and hereby waive any objection Borrower(s) may have in respect of non-delivery etc. including for any of those address, email id, phone and mobile number(s) furnished by borrower(s) being incorrect or improper or in case of any change in the same which is not communicated by borrower(s) to CCPL in writing with acknowledgement thereon of CCPL obtained prior to any such notice by CCPL.

**13. CCPL's right to sell/assign/securities**

13.1 The Borrower and Guarantor expressly recognizes and accepts that CCPL shall be absolutely entitled and have full power and authority to sell, assign or transfer in any manner, in whole or in part, and on the terms and conditions as CCPL may decide (including reserving a right to CCPL to retain its power hereunder to proceed against the Borrower on behalf of the purchaser, assignee, or transferee) any or all outstanding and dues of the Borrower to any third party of CCPL's choice without reference to or without written intimation by CCPL to the Borrower. Any such action and any such sale assignment of transfer shall bind the Borrower and Guarantor to accept such third party as creditor exclusively or as a joint creditor with CCPL, or as creditor exclusively with the right to CCPL to continue to exercise all powers hereunder on behalf of such third party and to pay over such outstanding and dues to such third party and/or to CCPL or as CCPL may direct. Any cost in this behalf, whether on account of such sale, assignment or transfer or enforcement of rights and recovery of outstanding and dues shall be to the account of the Borrower. In case of assignment by CCPL to any third party (Assignee) the Borrower acknowledges to repay the amount outstanding in terms of the agreement, to the assignee.

13.2 The Borrower and/or the Guarantor(s) hereby accepts and confirms that it has no objection to CCPL administering, either partly or in full, the Loan and its related activities through third Parties as it may think fit in the circumstances. Such delegation of work, would include, but is not limited to, the right and authority to collect the outstanding on behalf of CCPL, the dues and unpaid installments under the Agreement, to perform and execute all lawful acts, deeds and matters and things connected therewith and incidental thereto including auditing vehicle during loan tenure, sending notices to the Borrower and/or the Guarantor(s), receiving cash against issue of the receipt, cheques and drafts, repossessing vehicle and auctioning of the repossessed vehicle.

13.3 For the purpose aforesaid as for any other purpose at the sole discretion of CCPL, CCPL shall be entitled to disclose to the third party the details of the Borrower and/or the Guarantor(s), the Loan, the outstanding amount and other information for effectively discharging the work assigned to the third Party and the Borrower and the guarantor(s) hereby consents to such disclosure by CCPL.

**14. Compliance with regulations**

The Borrower agrees to comply, with all applicable laws and regulations from time to time in force, which may be applicable and the Borrower agrees to indemnify CCPL in respect of any loss, claim or expense to CCPL as a result of non-compliance with any such laws and regulations by the Borrower. CCPL hereby agrees to give notice to the Borrower in case of any change in the terms and conditions of the Loan.

**15. Waiver**

No delay in exercising any right or power of remedy accruing to CCPL upon any default under this agreement or any other agreement or document or writing shall impair any such right, power of remedy and not be construed to be a waiver thereof; nor shall any acquiescence of any default or the action or inaction of CCPL in respect of any default, shall affect or impair any right, power of remedy of CCPL in respect of any other default. No waiver by CCPL shall be effective unless it is in writing and signed by this CCPL.

**16. Severability**

If any provision of the agreement hereof shall be illegal or unenforceable for any reason or due to amendment of statutory laws, the legality and enforceability of the remainder of the provisions of the agreement shall not be affected or impaired thereby. Any invalid or unenforceable provision of this agreement shall be replaced with a provision, which is valid and enforceable and most nearly reflecting the original intent of the unenforceable provision as may be necessary to make it valid.

**17. Governing Law and Jurisdiction**

17.1 The Borrower and Guarantor expressly agrees that, any legal proceedings including any consumer disputes by them concerning this agreement on CCPL shall be instituted / filed in the courts at Thane only, in the State of Maharashtra, which courts alone shall have exclusive jurisdiction but CCPL will have the full right to file / institute Criminal/ Civil proceedings / cases against the Borrower and Guarantor at any parts of the country including Mumbai / Thane, in the State of Maharashtra, for which Borrower, Guarantor fully agrees.

**17.2 Arbitration and Dispute Settlement**

- a. All disputes, differences and/or claims, arising out of this Agreement, whether during its subsistence or thereafter, shall be settled by arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996 or any other statutory modification or re-enactment for the time being in force and shall be conducted by a sole arbitrator to be appointed by CCPL. The applicable law shall be Indian laws. In the event of incapacity or resignation or death of the sole arbitrator so appointed, CCPL shall be entitled to appoint another arbitrator in place of the earlier arbitrator, and the proceedings shall continue from the stage at which the predecessor had left.
- b. The award given by the arbitrator shall be final and binding on the Parties to this Agreement. The cost of the Arbitration shall be borne by the Party/ies, in accordance with the Award passed by the Arbitrator.
- c. The venue of Arbitration shall be in Thane or Mumbai district and the proceedings shall be conducted in English language.

Subject to the Arbitration Clause mentioned above, this Agreement shall be governed and construed in accordance with the substantive laws of India and the Parties hereto submit to the exclusive jurisdiction of the Courts, situated at the place as specified in schedule 1 hereto.

**18. Disclosure of Information**

18.1 The Borrower and Guarantor(s) accept, confirm and consent for the disclosure and sharing by CCPL of all or any information and data relating to the Borrower, Guarantor(s), the facilities, any other transactions that the Borrower has with CCPL, the Borrower's account, and the agreements and documents related to the facilities and transactions, including but not limited to information relating to

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default, if any, committed by the Borrower, in the discharge of the Borrower's obligations in relation to the facilities or other transactions, as CCPL may deem appropriate and necessary to disclose and furnish, to the Reserve Bank of India ("RBI") and/or to the Credit Information Companies and/or to any other agency or body as authorized in this behalf by RBI, to other banks and CCPLs including assignees and potential assignees, to its professional advisers and consultants and to its service providers instructed by it in relation to the Facilities, and/or as required under law or any applicable regulation, or at the order of a court of law, or at the request or order of any statutory, regulatory or supervisory authority with whom it customarily complies.

- 18.2 The Borrower and/or the Guarantor(s) authorize CCPL to disclose, from time to time any information relating to the Loans to any Parent / subsidiary / affiliates / associate entity of CCPL, and to third parties engaged by CCPL towards loan administration purposes, for the purpose of marketing of services and Vehicles and to its investors.
- 18.3 The Borrower and/or the Guarantor(s):
  - a. Accepts that the RBI or the Credit Information Companies and or any other agency so authorized, or any statutory, regulatory or supervisory authority or other CCPLs / potential CCPLs, may use, process and disseminate the said information and data disclosed by CCPL, in such manner as deemed fit by them, in any particular circumstances; and
  - b. Shall not hold CCPL responsible or liable in this regard.
- 18.4 The Borrower undertakes and covenants that it shall provide all information, including information regarding other credit facilities enjoyed by the Borrower, as and when required by CCPL. The Borrower declares that the information furnished to CCPL from time to time is and shall be true and correct.
- 18.5 The Borrower and/or the Guarantor(s) hereby further agrees that in case the Borrower and/or Guarantor(s) fails to pay CCPL's dues or commits default in the repayment of the loan installment(s) or interest thereon on due date(s), or the account of the Borrower and/or the Guarantor(s) becomes Non-Performing Assets as per the Reserve Bank of India's norms, CCPL will be at liberty to disclose or publish in print and / or electronic media the photograph(s), name(s) and address(es) of the Borrower and/or the Guarantor(s) as willful defaulter along with the details of outstanding dues payable by such Borrower and/or the Guarantor(s), to CCPL.

## 19. Indemnity

- 19.1 The Borrower does hereby indemnify and agree to keep indemnified CCPL from time to time and at all times hereafter against all claims, costs, losses and expenses that may be incurred by CCPL by reason of any act of default on the part of the Borrower in respect of the said credit facilities and/or the said hypothecated assets and/or any of the terms herein.
- 19.2 The Borrower and the Guarantor(s) have read the entire Agreement, constituting the above clauses including the Loan details and the terms of repayment, the fees and charges payable as clearly enumerated in the schedule to this Agreement. The Borrower and the Guarantor(s) further confirm that the entire Agreement is filled in their presence and that the contents provided herein were read out, explained and interpreted in the language understood by the Borrower and the Guarantor(s). The Borrower and the Guarantor(s) further confirm having executed the Agreement, received a copy of the same and agree to remit the dues in terms of the Schedule hereunder.
- 19.3 This Agreement, Schedule, and any other documents attached hereto or referred to herein, integrate all the terms and conditions mentioned herein or incidental hereto and supersedes all oral negotiations and prior writings in respect of the subject matter hereof, except for those provisions of the Agreement, Letter of Sanction, security documents issued or executed prior to this Agreement which are in addition to and complement to, and are not the same or in conflict with, the terms of this Agreement. In the event of any conflict between the terms, conditions and provisions of this Agreement and any other agreements or documents attached hereto or referred to herein, then in such event, the terms, conditions and provisions of this Agreement Schedule, Loan Term Sheet/Sanction Loan shall prevail.

## 20. Other Clauses & Details

- 20.1 It is expressly agreed that CCPL will issue its No Objection Certificate within 2 months from the date of final payment of any dues payable under this agreement. Borrower shall be liable to pay charges for duplicate NOC to principal finance coordinator as mentioned in Schedule 1 hereto
- 20.2 CCPL states and declares that as per the requirement of Reserve Bank of India (RBI) the Company has framed a fair practices code. The same is available at the Company's offices and can be inspected by the Borrower and the Guarantor at any time.
- 20.3 CCPL offers Customer Service: For any service related issue, customer can get in touch with CCPL by either:
  - Contacting Customer Grievance cell at our office address as mentioned in Schedule 1 through registered post
  - Mailing us at [contactus@chplot.in](mailto:contactus@chplot.in).
  - Contacting us on the helpline number as available on [www.chplot.in](http://www.chplot.in)