



BRANCH NAME _____

BRANCH CODE _____



TATA CAPITAL FINANCIAL SERVICES LIMITED

Mumbai

TWO WHEELER AGREEMENT BOOKLET

NAME OF BORROWER

NAME OF CO-BORROWER / GUARANTOR

NAME OF DEALER

NAME OF DSA / DSE

NAME OF CRE

NAME OF RM

PDC AD/ECS NACH

CONTRACT NO.

BATCH / WEBTOP NO.

Loan Agreement No. -

LOAN CUM HYPOTHECATION AGREEMENT FOR TWO WHEELER LOAN

This loan cum hypothecation agreement for two wheeler loan (this "Agreement") is executed at the place and on the date as mentioned in Serial No. 1 and Serial No. 2 of the Annexure 1 hereto respectively:

BETWEEN

TATA CAPITAL FINANCIAL SERVICES LIMITED, a company incorporated under the provisions of the Companies Act, 1956, CIN No. U67100MH2010PLC210201, having its registered office at 11th Floor, Tower A, Peninsula Business Park, Ganpatrao Kadam Marg, Lower Parel, Mumbai 400 013 (hereinafter referred to as the "Lender" which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) of the **One Part**

AND

The Obligors as detailed in Serial No. 3 of the Annexure 1 hereto (the "Obligors", which term shall, unless repugnant to the context be deemed to include the persons as mentioned in the Master Terms and Conditions registered as Document No. 8978-2018 on November 6, 2018 with the Sub-Registrar at Mumbai City - 3 ("T&Cs")) of the Other Part

The Lender and Obligors shall collectively be referred to as "Parties"

WHEREAS:

- (a) he Obligors have approached the Lender with a request to grant the Facility to the Borrower, for the purchase/working capital requirement in respect of the Assets as defined in the T&Cs and the details of which are set out at Serial No. 4 of Annexure 1 hereto, and the Lender has agreed to lend to the Borrower the required sum on certain terms and conditions contained herein and the T&Cs, including, inter alia that the Obligors shall, as security for the Facility, hypothecate and charge the Assets to be owned and belonging to the Borrower in favour of the Lender.
- (b) The Lender has agreed to extend the Facility to the Borrower, on the faith of the undertakings, representation and warranties made by the Obligors (as more particularly stated in the Facility Documents).

1. Definitions & Interpretation

- (a) Capitalized terms wherever used in this Agreement, unless the context otherwise requires, have the meanings ascribed to them in the T&Cs.
- (b) The rules of interpretation as set out in the T&Cs shall apply mutatis mutandis to this Agreement.

2. Facility

- (a) The Borrower agrees to borrow and the Lender agrees to grant to the Borrower, the Facility, being the amount specified at Serial No. 5 of Annexure 1 hereto, on terms and conditions contained herein and the T&Cs for the Purpose as stated in Serial No. 6 of Annexure 1 hereto. The total cost of the Assets is as set out at Serial No. 4 of Annexure 1 hereto.
- (b) The Borrower shall not be entitled to cancel or refuse to accept Disbursement of the Facility, once the Facility Documents are executed except with prior written approval of the Lender and upon payment of such cancellation charges as set out in Serial No. 12 of Annexure 1 attached hereto. Further, such cancellation shall take effect only when the Obligors have paid to the Lender the Outstandings in full to the Lender's satisfaction.

3. Repayment and Interest

- (a) The Obligors shall pay/repay to the Lender the Facility together with accrued interests as mentioned in Serial No. 7 of Annexure 1 hereto as and by way of periodical Instalments as computed by the Lender from time to time and all other amounts due and payable by the Obligors to the Lender from time to time on the respective due dates in accordance with the T&Cs.
- (b) The Obligors hereby confirm that the expected date of delivery of the Assets is as set out at Serial No. 4 of the Annexure 1 hereto.
- (c) Without prejudice to the rights of the Lender under the Facility Documents, the Interest shall be computed at a fixed rate and shall be payable at such rate as set out in Serial No. 8 of Annexure 1 and the Interest shall be computed on the actual daily outstanding principal balance of the Facility on the basis of a 360 days' year and actual number of days elapsed and compounded with monthly rests on the outstanding balance of the Facility at the end of every calendar month.
- (d) In the event the Obligors request the Lender to cancel the Facility because of non-delivery of the Assets by the Seller to the Obligors in time, the Obligors shall, in addition to any other charges payable by the Obligors under this Agreement, also be liable to pay to the Lender cancellation charges as set out at Serial No. 12 of Annexure 1 hereto.

4. Additional Interest

In case of default by the Obligors in the repayments of the Facility on the relevant Due Date or any other delay/ default/ breach committed by the Obligors, the Lender shall have a right at its option to charge Additional Interest as more particularly set out in Serial No. 9 of Annexure 1 hereto, over and above then prevailing interest rate for the period during which such default continues.

5. Prepayment

The Obligors shall not be permitted to make part prepayment of the Outstandings. The Obligors may make full prepayment of the Outstandings on the terms and conditions contained in the T&Cs and by making payment of applicable Prepayment / Foreclosure charges as set out in Serial No. 10 of the Annexure 1 hereto and as may be revised by the Lender from time to time at its sole discretion.

6. Insurance

The Obligors hereby undertake and agree to comply and abide by the terms of the insurance as more particularly provided in the T&Cs.

7. Security

The Obligors hereby hypothecate the Assets, as detailed in Serial No. 4 of Annexure 1 hereto, in favour of the Lender on the terms and conditions as more particularly provided in the T&Cs and in the form and manner acceptable to the satisfaction of the Lender, for securing the Facility together with all interests, costs, fees and expenses and all other monies payable in terms of the Facility Documents and stipulated herein or any other finance or moneys due from time to time from the Obligors to the Lender in whatsoever capacity.

8. Guarantee

- (a) In consideration of the Lender, at the request of the Guarantor, granting the Facility to the Borrower on the terms and conditions appearing in the T&Cs and this Agreement, the Guarantor, hereby guarantees the due payment and discharge of all the Obligors' liabilities to the Lender and performance of the obligations of the Obligors under the Facility Documents, whether such liability is incurred before or after the date hereof, and whether incurred by the Obligors alone or jointly with other(s), and in whatever capacity whether as Obligor or surety or otherwise and whether such liabilities have matured or not, and whether they are absolute or contingent, including all liabilities in respect of advances, letters of credit, cheques, hundis, bills, notes, drafts and other negotiable or non-negotiable instruments drawn, accepted, endorsed or guaranteed by the Obligors, and in respect of interest with monthly/quarterly rests, commission and other usual or reasonable banking charges and in respect of all costs, charges and expenses which the Lender may incur in paying any rents, rates, taxes, duties, calls, instalments, legal or other professional charges, or other outgoings whether for insurance, repairs, maintenance, management, realization or otherwise in respect of the Assets or any other property,

Borrower

Co-Borrower

movable or immovable, or any chattels or actionable claims of scrip securities or title deeds pledged, mortgaged or assigned to or deposited with the Lender as security for the due payment and discharge of the Obligors' liability to the Lender.

(b) The Guarantor hereby undertakes and covenants to abide and comply with the Guarantor's undertaking as more particularly given in the T&Cs.

9. Margin Money

The quantum of Margin Money, if any, to be paid by the Borrower simultaneously with the execution of this Agreement is provided in Serial No. 11 of Annexure 1 hereto.

10. Costs and Expenses

The Obligors shall be liable to pay Dishonor Charges and such other charges, costs, expenses related to and arising out of Facility as set out in Serial No. 12 of Annexure 1 hereto. The Lender in its sole and absolute discretion reserves the right to periodically review, revise, re-negotiate, waive any such charges or levy any new charges which shall be updated by the Lender on its website (www. tatacapital.com) or otherwise intimated to the Borrower. The Obligors shall be liable to pay such charges without any demur or delay and shall not be entitled to raise any objections.

11. Disclosure

The Obligors hereby agree and consent for disclosure and sharing of the information and data and for being contacted vide various communication modes notwithstanding their names and / or numbers appearing in the Do Not Call or Do Not Disturb registry, as per the terms and conditions contained in the T&Cs.

12. Other Conditions

- (a) The Obligors shall abide by all terms and conditions as specified in the T&Cs including without limitation general and special covenants mentioned therein, which shall form an integral part of this Agreement as if incorporated herein. In case of any inconsistency or repugnancy between the terms of this Agreement and the T&Cs, the terms of this Agreement shall prevail.
- (b) Nothing contained herein shall limit the rights of the Lender to enforce this Agreement independently and in exclusivity to any other Facility Documents.
- (c) The Obligors hereby state that the Obligors have read and understood the T&Cs, a copy of which is available on the website (i.e. www.tatacapital.com) and at the branches of the Lender, and hereby agree to be bound by the terms and conditions as contained in the T&Cs read with this Agreement. The Obligors hereby state and confirm that they have entered into the Facility Documents voluntarily and knowingly and out of their own free will, volition and accord and have not done so pursuant to any duress, coercion and/or undue-influence.
- (d) The Obligors shall adhere to the timelines set out in Serial No. 15 of Annexure 1 hereto.

13. Arbitration

If any dispute, difference or claim arises between any of the Obligors and the Lender in connection with the Facility or as to the interpretation, validity, implementation or effect of the Facility Documents or as to the rights and liabilities of the parties under the Facility Documents or alleged breach of the Facility Documents or anything done or omitted to be done pursuant to the Facility Documents, the same shall be settled by arbitration to be held at the place as mentioned at Serial No.13 of Annexure 1 hereto in accordance with the Arbitration and Conciliation Act, 1996, or any statutory amendments thereto and shall be referred to a sole arbitrator to be appointed by the Lender. The award of the arbitrator shall be final and binding on all parties concerned. The arbitration proceedings shall be in English language. Cost of arbitration shall be borne by the Obligors.

14. Jurisdiction

Subject to Clause 13 above, the Parties hereto agree that all disputes arising out of and/or in relation to this Agreement, shall be subject to exclusive jurisdiction of the courts/tribunals as set out in Serial No. 14 of Annexure 1 hereto. The Lender may, however, in its absolute discretion commence any legal action or proceedings arising out of this Agreement in any other court, tribunal or other appropriate forum and the Obligors hereby consent to that jurisdiction.

15. Miscellaneous Terms

- (a) This Agreement is the Specific Agreement as referred to in the T&Cs.
- (b) The contents of this Agreement and the T&Cs were read out, explained and interpreted to the Obligors in their respective vernacular language and thereafter the Annexure 1 to this Agreement was duly filled in and understood by the Obligors and the signatures of the Obligors were taken on this Agreement.
- (c) This Agreement may be amended only in writing and upon signature by all the parties and no oral amendment shall be valid or be deemed to be an amendment to this Agreement.

In witness whereof the parties hereto HAVE EXECUTED AND HEREUNTO SIGNED THESE PRESENTS ON THE DAY, MONTH AND YEAR FIRST HEREINABOVE WRITTEN

Signed and delivered by the within named Lender Tata Capital Financial Services Limited by the hands of its Authorized Signatory/ Constituted Attorney Mr. _____ _____	<p style="text-align: center;">For Tata Capital Financial Services Limited Authorised Signatory/ies</p>
Signed and delivered by the within named BORROWER/S Mr./Ms./M/s. _____ through the hands of its Authorised Signatory/s Mr./Ms. _____ _____ and Mr./Ms. _____ _____	<p style="text-align: center;">BORROWER/S SIGNATURE</p>
Signed and delivered by the within named CO-BORROWER/S Mr./Ms./M/s. _____ through the hands of and Mr./Ms. _____ _____	<p style="text-align: center;">CO-BORROWER/S SIGNATURE</p>

Webtop ID -

ANNEXURE 1

1)	Place of Execution			
2)	Date of Execution			
3)	Details of the Borrower/s & Co-Borrower/s	a)	Name	
		b)	Constitution	
		c)	Address	
	Details of the Guarantor/s	a)	Name	
		b)	Constitution	
		c)	Address	
4)	Details of the Asset	a)	Finance required for Purchase of/ Working capital requirement in respect of: Two Wheeler	
		b)	Manufacturer, Model & Variant -	
		c)	Engine number :	
		d)	Chassis Number:	
		e)	Vehicle registration number:	
		f)	Year of manufacture -	
		g)	Name and code of the Seller & Address -	
		h)	Cost of Assets -	
		i)	Expected date of delivery -	
5)	Amount of the Facility	Rs. _____/- (Rupees _____ only)		
6)	Purpose	Purchase of/ Working capital requirement in respect of Asset		
7)	Repayment Details	a)	Instalment due date	To be communicated in the Welcome Letter
		b)	Facility payable in	_____ Equated Monthly Instalments (EMI)
		c)	EMI Pattern	Equated _____
		d)	EMI Start Date	
		e)	EMI End Date	
		f)	Instalment Type	arrears / advance
		g)	No. of Advance EMIs	
		h)	Advance EMI amount	Rs/- _____
		i)	Repayment Mode	<input type="checkbox"/> AD <input type="checkbox"/> PDC <input type="checkbox"/> NACH <input type="checkbox"/>
		j)	EMI Amount	Rs/- _____
		k)	Broken Period Interest	Rs/- _____
8)	Interest Payable	i)	Fixed	
		ii)	Rate of Interest:	
9)	Additional Interest	3 % p.m.		
10)	Prepayment/ Foreclosure charges	5% of the principal outstanding at the time of foreclosure + GST		
11)	Margin Money			

Read, Understood and Agreed to each and every item as appearing in all the rows

Co-Borrower/s

and

Borrower

12)	Charges	a)	Non-Refundable Processing Charges	3.10 % of the Facility amount																																																								
		b)	Additional Processing Charges	_____ % of the Facility amount																																																								
		c)	Post Disbursement Documentation charges	Rs. _____																																																								
		d)	Stamping charges	Rs. _____																																																								
		e)	PDC charges	Rs. _____																																																								
		f)	Service charges	Rs. _____																																																								
		g)	Insurance premium, if any	i. _____																																																								
				ii. _____																																																								
		h)	Payment Instruments swapping	Rs.550/- each time																																																								
		i)	Dishonor Charges	Rs. 450/- for every Cheque/ Payment Instrument dishonor																																																								
		j)	Mandate rejection service charge	Rs.450/- + applicable taxes (Charges will be levied if new mandate form is not registered within 30 days from the date of rejection of previous mandate form by Borrower's Bank for any reasons whatsoever)																																																								
		k)	Repossession Charges	Rs.8000/-																																																								
		l)	Cancellation Charges	2% of the Facility amount OR Rs. 5750/- Whichever is higher																																																								
		m)	Statement of Account	Rs. 300/-																																																								
		n)	Foreclosure report	Rs. 550/-																																																								
o)	Duplicate NOC	Rs. 300/-																																																										
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Thanking you,

Borrower's Signature

For Tata Capital Financial Services Limited

Authorised Signatory / ies

Signed by the Borrower

Signed by the Co-Borrower

Guarantor's Signature

Execution Date: _____

Place of execution: _____