

**LOAN AND HYPOTHECATION AGREEMENT**

1. This master agreement (“**Agreement**”) is executed between each person named as Borrower and Co-Borrower in the Repayment Schedule, having residence or place of business as the case may be, at the place specified therein (the “**Borrower**”), and De Lage Landen Financial Services India Private Limited, a company in terms of the Companies Act, 2013 having its registered office at 20/F, Tower A, Peninsula Business Park, Senapati Bapat Marg, Lower Parel, Mumbai 400 013, and a branch office in Delhi (“**Lender**”). The Borrower shall also be referred to as “you” or “your” and the Lender shall also be referred to as “us”, “we” or “our”. The Lender and Borrower shall hereinafter be referred to individually as a “**Party**” and collectively as the “**Parties**”. The Lender is making its loan products available to customers under the ‘Escorts Credit’ trade name which has been duly made available to the Lender by Escorts Limited, a company having its registered office at SCO 232, First Floor, Sector 20, Panchkula - 134 109. You have requested us to grant you a loan on the terms and conditions contained in this Agreement. The Parties agree that this Agreement sets out the general terms and conditions, and a binding contract between the Parties shall be established when the Repayment Schedule is signed by the Lender thereby accepting the Borrower’s request (which shall include but is not limited to the Indicative Quotation) for availing a loan from the Lender. The commercial terms contained in the Indicative Quotation signed by the Borrower may undergo a change based on subsequent request(s), offer(s) made by the Borrower, whether oral or written. If the Borrower makes subsequent request(s) to revise the commercial terms, the Lender shall confirm such revised commercial terms with the Borrower, which may take the form of an oral confirmation before finalizing them in the form of Repayment Schedule. In the event of any discrepancy between the Repayment Schedule and the Indicative Quotation or any other document including but not limited to an application form, the Repayment Schedule shall be final and binding on the Parties. Notwithstanding anything to the contrary contained in this Agreement, the Borrower and each Co-Borrower shall be jointly and severally liable to the Lender in respect of the Borrower’s obligations under this Agreement.
2. We agree to grant to you and you agree to borrow from us, amounts up to the limit specified in the Repayment Schedule (“**Facility**”) during an **Availability Period** of six (6) calendar weeks from the (“**Commencement Date**”). Commencement Date means the commencement date of a Loan under the Facility as specified in the Repayment Schedule at the Lender’s discretion, no earlier than the date of the Acceptance Certificate (defined below). “**Equipment**” shall be described in the Repayment Schedule and includes, without limitation, all component parts and accessories, future additions thereto and replacement parts thereof, as well as all software and all service and maintenance contracts in respect thereof. Equipment shall also mean and include all equipment, machinery, tools, component parts and accessories (including future additions thereto and replacement parts thereof as well as all software and all service and maintenance contracts in respect thereof) that are purchased in the future by the Borrower from the proceeds of Loan(s) provided by the Lender) after taking delivery of it from the Equipment manufacturer, vendor, dealer, re-seller or supplier (“**Vendor**”). “**Acceptance Certificate**” means a certificate / confirmation by the Borrower included in the Indicative Quotation (defined below) signed by the Borrower, in which the Borrower states that the Equipment has been received and that it is in good order and complies with the specifications of the Equipment ordered, or waives the right to inspect the Equipment after taking delivery from the Vendor and agrees to accept the Equipment unconditionally, the contents and form of which certificate shall be determined by the Lender and can be revised at the Lender’s sole discretion at any time. “**Indicative Quotation**” means a document containing the commercial terms of the Borrower’s loan application. Without prejudice to the foregoing, you shall be deemed to have accepted the terms of this Agreement by implied conduct upon the occurrence of any one or more of the following events: (a) oral confirmation by the Borrower of the commercial terms as set out in Clause 1, before such commercial terms are finalized in the form of the Repayment Schedule; (b) payment by or on behalf of and/or recovery on behalf of the Borrower, of Processing Fee as set out in the Repayment Schedule or any part thereof; (c) recovery of stamp duty, legal fees and any other costs, charges and/or expenses in relation to the Agreement; (d) recording of the Lender’s security interest including by way of endorsement of first, exclusive and fixed charge on the Equipment invoice(s); (e) endorsement of the Lender’s security interest on the Registration Certificate(s) relating to the Hypothecated Properties in terms of Clause 24; (f) payment of one or more Repayment Instalments to the Lender in terms of the Repayment Schedule. Provided that when so authorized by the Borrower in the Indicative Quotation, the Lender may recover the reimbursement of a part or whole of the stamp duty, legal fees and/or other fees, costs, charges and/or expenses from the Vendor from whom the Borrower has purchased, or intends to purchase the Equipment.
3. The Borrower shall use the proceeds of the Facility for the purchase of Equipment and where so indicated in the Indicative Quotation or the Repayment Schedule, may use them for financing insurance premia on the Equipment and/or the Borrower’s life, health and/or well-being (“**Purpose**”). The Lender shall not verify end use of the Facility. The Borrower shall at its sole cost provide proof to the satisfaction of the Lender evidencing the end use of the Facility towards the Purpose.
4. The Lender shall not advance any amount under the Facility until the Lender has received each of the documents required by the Lender and action to be taken by the Borrower as a condition precedent in a form as the Lender may require (“**Conditions Precedent**”). You shall on or before the date of execution of this Agreement, pay a “**Processing Fee**” to the Lender as set out in the Repayment Schedule, which fee shall not be refundable under any circumstances. Provided that when so authorized by the Borrower in the Indicative Quotation, the Lender may recover the Processing Fee amount(s) from the Vendor from whom the Borrower has purchased, or intends to purchase the Equipment.
5. Subject to the fulfilment of the Conditions Precedent the Facility or a part thereof may be advanced or drawn down. The Lender shall make disbursements under the Facility (other than amount(s) if any, towards financing of insurance premia) directly to the Vendor and not to the Borrower. The Lender may at its sole discretion and subject to fulfilment of additional conditions if any by the Borrower, choose to disburse the Facility amount or a part thereof, to the Borrower. “**Loan**” shall mean any part of the Facility advanced or disbursed as aforesaid.
6. The Borrower may cancel the amount of the Facility less (i) that part of the Facility (if any) which has been cancelled or reduced in accordance with this Agreement and (ii) the aggregate principal amount of all (if any) Loans, in accordance with the terms of this Agreement outstanding on such date (“**Available Commitment**”), or any part of it which is at least 25% (Twenty-five percent) of the Facility or a whole multiple of that amount, at any time before the expiry of the Availability Period with prior written notice of at least 14 Business Days. For the purposes of this Agreement, “**Business Day**” means a day (other than Saturday or Sunday) on which banks are open for business in Mumbai, India. Such cancellation shall not take effect unless the Borrower pays to the Lender on or before the date on which the cancellation is intended to take effect, a cancellation fee of one per cent (1%) of



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- the amount of that cancellation. Any part of the Available Commitment remaining unutilized or undrawn upon expiry of the Availability Period shall stand automatically cancelled at the expiry of the Availability Period (unless the Availability Period is extended for further period(s) at the Lender's sole discretion), and shall similarly attract a cancellation fee of one percent (1%) of the unutilized Available Commitment which fee shall forthwith become due and payable by the Borrower.
7. Save and except as otherwise provided in this Agreement, the Loan and the interest applicable thereto in accordance with the Repayment Schedule, shall be repaid in full by the Borrower. The Borrower shall not re-borrow any part of the Facility which is repaid.
  8. After the expiry of one (1) year from the last Commencement Date and with a prior written notice of at least 14 Business Days, the Borrower may, on any one Repayment Date, simultaneously prepay all amounts outstanding on the Facility entirely (i.e. not partly), with a prepayment premium of 4% (four percent) of Facility to be prepaid together with any funding or other costs, loss, expense or liability sustained or incurred by the Lender as a result or arising from the prepayment and any other sum then due under this Agreement. The Lender shall issue a prepayment quote to the Borrower at his/her request subject to receiving INR 500/- (Rupees Five Hundred only) by way of fees per prepayment quote. The Lender may at its sole discretion choose to return/refund the said fee in a single instance (net of applicable taxes, if any, thereon) upon prepayment of the entire Facility by the Borrower. Amount(s) of up to INR 500/- (Rupees five hundred only) received by us in excess of all outstanding amounts under the Facility as aforesaid when prepaying the Facility may not be returned to you and we may treat them as our income.
  9. Interest shall be payable at the rate set out in the Repayment Schedule ("Interest Rate") from the Commencement Date till the final Repayment Date being the date when the Repayment Instalment falls due for payment as per the schedule of repayment of the Loan(s) ("Repayment Schedule") which shall be notified to the Borrower by the Lender in writing (by letter, fax, e-mail or in any electronic form) containing the "Repayment Instalment" amounts payable on the respective Repayment Dates. The Repayment Instalments payable on the respective Repayment Dates shall be notified to you within 14 Business Days from the date when the Repayment Schedule is signed by the Lender. Amounts constituting Repayment Instalments so determined by the Lender and payable on the respective Repayment Dates shall be conclusive and binding on you. Provided that when so authorized by the Borrower in the Indicative Quotation, the Lender may recover the respective advance amount(s) and/or number of Repayment Instalment(s) from the Vendor from whom the Borrower has purchased, or intends to purchase the Equipment. "Pre-commencement Interest" means interest on Loan(s) at the applicable Interest Rate for the period from the date when the Repayment Schedule is signed by the Lender, up to the Commencement Date as set out in the relevant Repayment Schedule. Pre-commencement Interest shall be payable by the Borrower during the tenor of the Loan.
  10. Notwithstanding anything to the contrary contained in this Agreement, we reserve the right to increase the Interest Rate and modify the Repayment Schedule, by providing 15 calendar days' notice, in the event of exceptional circumstances, which shall be decided in our sole opinion.
  11. All sums payable by you under this Agreement shall be paid to us free and clear of any restriction, condition, deduction (or withholding) for or on account of any tax, or by way of set off, counterclaim or otherwise. You acknowledge and agree that the sole responsibility for determining the proper treatment of this Agreement for tax purposes rests with you.
  12. If at any time it is or will become unlawful or contrary to applicable law for us to carry out all or any of our other obligations under this Agreement this Agreement shall be cancelled and you shall prepay the Facility as specified by us.
  13. The Borrower shall pay all amounts due and payable in such manner as the Lender may require, into the Lender's bank account maintained in Delhi as notified by us from time to time subject to the Lender's sole discretion to instruct the Borrower at one (1) calendar day's notice, to pay any sum payable under this Agreement to one or more of the Lender's bank account(s) maintained outside Delhi. You shall promptly upon our request, issue instructions to your banker(s) to make repayments under this Agreement in any mode including Automated Clearing House or any other electronic mode, and in such form and manner as required by us from time to time. You shall be liable to pay us a flat charge of INR 500/- (Rupees five hundred only) per dishonoured instrument or payment instruction. Unless you have made any payments or repayments to the Lender's designated bank account electronically, you shall obtain a written receipt or acknowledgement from the Lender's duly authorized representative in respect of every payment/repayment made under this Agreement.
  14. If a Repayment Date falls on a non-Business Day, then it shall be deemed to fall on the previous Business Day.
  15. The Lender may, at its absolute discretion, appropriate in any manner, such payment towards the dues, if any, payable by the Borrower in relation to any agreements with, or indebtedness of the Borrower.
  16. You represent and warrant that (i) you have the power to enter into this Agreement and perform and comply with the provisions herein and you have taken all actions necessary to do so; (ii) you have not received any notice of acquisition; (iii) you have not violated any applicable law (where the Borrower is incorporated, your constitutional documents) or any agreement to which you are a party; (iv) you are not insolvent, bankrupt or unable to pay your debts and you have received no notice to this effect; (v) all information provided by you to us is true and not misleading in any respect; (vi) there are no actions, suits or legal proceedings pending or threatened against you; (vii) you have absolute ownership of the Hypothecated Properties (defined elsewhere), which are or shall be free and shall continue to be free from charge, lien, trust or other encumbrances save and except the encumbrance created in our favour; (viii) no event which has an adverse effect on: (a) the Equipment; (b) the financial condition, assets, liabilities, properties, results of operations, conditions (financial or otherwise), prospects or business of the Borrower; or (c) the validity or enforceability of any of agreements in relation to the Facility or the rights or remedies of the Lender therein ("Material Adverse Effect"), has occurred; and (ix) you are not in default or in arrears of any statutory dues and taxes payable to any governmental authority.
  17. You will promptly deliver to us any information relating to your financial condition or business or the Equipment as we may from time to time reasonably require.
  18. You shall not (i) sell, transfer, sub-lease, sub-hire, lend or otherwise dispose of the Equipment, (ii) create or permit to subsist any security interest on or encumber the Equipment, (iii) affix the Equipment to any premises in such a manner as to make it a part of such premises, (iv) alter or modify or permit any alteration of the Equipment, and/or, (v) change the Equipment location from the Borrower's Address as per the Repayment Schedule, without our prior written consent.

19. You shall immediately inform us of (i) any breach or alleged breach of any authorization or applicable law of which you become aware; and/or (ii) the occurrence of any event of default.
20. You shall at your expense keep the Hypothecated Properties in marketable and good condition and fully and comprehensively insured against all risks to our satisfaction, throughout the validity of the Agreement. You shall pay all applicable premia in respect of such insurance contracts in a timely manner and deliver to us the relevant documents. Notwithstanding that the proceeds of the Facility may be used to finance any insurance premium amount(s) in terms of Clause 3 of the Agreement, you hereby agree, acknowledge and undertake that it shall always be your responsibility solely to keep the Hypothecated Properties comprehensively insured as aforesaid including but not limited to all the period(s) of time other than those for which you have chosen to finance the insurance premium amount(s) as aforesaid. Without prejudice to the foregoing and in the event you fail to obtain such insurance cover, we shall have the right (but not the obligation) to insure at our cost or procure the requisite comprehensive insurance cover on your behalf as your attorney, and all such cost(s) shall be reimbursed by you on demand in addition to paying us a support fee of INR 7,500/- (Rupees seven thousand five hundred only) for every such instance of insurance or renewal thereof. If any part of the Facility is used to finance insurance premium(s), you hereby irrevocably appoint us as your attorney to make part or full payments of the said annual, periodic or ad hoc premium amounts specified in the Repayment Schedule to the Borrower's insurer principal(s) or any other insurance agent(s) or intermediary(ies) or third party(ies) duly identified by the Borrower, upon receiving request(s) including proposal form(s) signed by the Borrower, and upon the occurrence of an event of default, to: (i) cancel the relevant insurance policy(ies) at our sole discretion, receive premium refunds relating to unexpired policy(ies) duration and appropriate the premium refunds in terms of Clause 15 herein; or (iii) transfer the insurance policies to any person at our sole discretion.
21. The Security Interest created hereunder shall be a continuing security and shall remain in full force and effect until all the amounts due and payable under the Facility have been paid in full to our satisfaction. Your liability shall not be affected, impaired or discharged by insolvency or otherwise. "Security Interest" shall mean any mortgage, pledge, hypothecation, assignment, deposit arrangement, encumbrance, lien (statutory or other), negative pledge or lien, preference, priority or other security agreement of any kind or nature whatsoever including without limitation (i) any conditional sale or title retention agreements, any financing or similar statement or notice filed under any recording or notice statute, and any lease having substantially the same effect as any of the foregoing, and (ii) any designation of loss payees or beneficiaries or any similar arrangement under any insurance contract.

The Borrower irrevocably appoints the Lender to be its attorney with full power of substitution and in its name or otherwise on its behalf to sign, seal, execute, deliver, perfect and do all documents, deeds, instruments, acts and things which may be desirable or necessary or which the Lender shall think proper or expedient (a) to effect and perfect the security interest created or purported to be created hereunder including but not limited to registering the security interest in the registration book with the concerned vehicle registration authority as prescribed under applicable law, (b) for the execution, delivery and performance of its obligations under this Agreement, (c) for the exercise of the rights, powers and authorities hereby conferred on the Lender including the right to enforce the security interest created pursuant to this Agreement, (d) for carrying out any obligations imposed on the Borrower hereunder or for exercising any of the powers hereby conferred in connection with any sale or disposition of any part of the Hypothecated Properties or the exercise of any rights in respect thereof or for giving to the Lender the full benefit of the Security Interest created herein and so that the appointment hereby made shall operate to confer on the Lender authority to do on behalf of the Borrower anything which it can lawfully do as its attorney. The Borrower hereby ratifies and confirms and agrees to ratify and confirm any deed, instrument, act or thing which such attorney or substitute may execute or do.
22. The Lender, and every attorney, manager, agent or other person appointed by it shall be entitled to be indemnified out of the Hypothecated Properties charged/to be charged to the Lender in respect of all liabilities and expenses incurred by it.
23. In consideration of the Facility, the Borrower does hereby hypothecate by way of first, exclusive and fixed charge and assigns in favour of the Lender, the Equipment described in the Repayment Schedule ("Hypothecated Properties").
24. You shall sign and execute all the necessary forms, documents and deeds that may be required to be filed to record the first, exclusive and fixed charge by way of hypothecation on the Equipment, created in favour of the Lender.
25. Any time after the Security Interest has become enforceable, the Lender may at its sole discretion appoint a receiver to, or itself (a) take possession of any or all parts of the Hypothecated Properties; (b) manage or carry on or concur in carrying on the business of the Borrower; (c) make any arrangement or compromise; (d) assign, sell, lease, license, grant options to sell, deal with or manage or otherwise dispose of Hypothecated Properties; (e) bring, prosecute, enforce, defend and discontinue all such actions and proceedings in relation to the Hypothecated Properties; (f) exercise all such other powers and authority as the Lender shall consider fit to confer in relation to the Hypothecated Properties. The receiver, where appointed, shall act on the instructions of the Lender. The Lender shall fix the remuneration of the receiver which shall be borne by the Borrower. The receiver may exercise all rights as available to it under applicable law. The receiver shall be the agent of the Borrower and the Lender shall in no way be responsible for the misconduct or negligence of the receiver.
26. All Hypothecated Properties, sale realisations and insurance proceeds in relation to the Hypothecated Properties shall be the property of the Lender. The Borrower shall whenever required give full details of the Hypothecated Properties to the Lender in a form and manner satisfactory to the Lender.
27. Upon the occurrence of an event of default as determined by us, including but not limited to the following events: (i) you do not pay any principal or interest amounts when due and payable, (ii) you are in breach of any representation, warranty, covenant, undertaking or term of this Agreement, (iii) any other indebtedness of yours or your affiliates is rendered due and payable before natural maturity, (iv) you are deemed to be insolvent or unable to pay your debts; (v) appointment of a liquidator in respect of all or any substantial part of your assets; (vi) any security on your assets becomes unenforceable; (vii) the Equipment is in jeopardy or is damaged or the Borrower abandons the Equipment; (viii) you cease to carry on all or any substantial part of your business or give a notice of the intention to do so; (ix) it becomes unlawful or illegal for you to carry out your obligations under this Agreement; (x) failure to maintain insurance on your assets in accordance with this Agreement; (xi) this Agreement ceases to be valid or binding for any reason; or (xii) the occurrence of a Material Adverse Effect, we can do the following: (a) we can, by giving you one (1) calendar day's notice, declare all amounts to be due and payable immediately; (b) sue for creditors' process and/or





- exercise rights with respect to the Hypothecated Properties; (c) suspend further drawings on the Facility and declare the undrawn portions of the Facility to be cancelled; (d) enter upon and take possession of the Hypothecated Properties and sell, assign, transfer or otherwise liquidate the Hypothecated Properties without the intervention of a court and realize the proceeds of any such sale or liquidation; (e) instruct any person, who is liable to make any payment to you, to pay directly to us; (f) repossess the Equipment including by force; or (g) take any action or remedy as available to us under applicable law.
28. Notwithstanding anything to the contrary contained in Section 151 of the Indian Contract Act, 1872 the Lender or its officers, agents or nominees shall not in any way be held responsible for any loss, damage, limitation or depreciation the Equipment may suffer on any account while it is in possession of the Lender, its officers, agents or nominees or because of the exercise or non-exercise of the rights, powers or remedies available to them and all such loss, damage, limitation or depreciation shall be to the Borrower's account.
29. Upon the occurrence of an event of default (including failure to pay any Repayment Instalment, cost, charge, expense or sum of money payable under the Agreement when it falls due or is first demanded by the Lender in terms of the Agreement, whichever is earlier) you shall pay a **default interest rate of 30% per annum** on the defaulted amount during the period of such default. The default interest shall be payable on demand and shall be calculated at the default rate by us, and in the absence of any such demand shall be payable on the immediately succeeding Repayment Date as per the Repayment Schedule.
30. You hereby indemnify us against any funding or other cost, loss, expense or liability sustained or incurred by us as a result of: (a) a Loan not being made by reason of non-fulfillment of any of the conditions by the Borrower; (b) any incompleteness, default, breach or inaccuracy of any of the representations and warranties, covenants or a matter, terms or event in the Agreement which renders any such warranties false, incomplete, or inaccurate; (c) the receipt or recovery by the Lender of all or any part of a Loan or an overdue sum; (d) the occurrence or continuance of any event of default or potential event of default; or (e) any claim, loss, damage suffered by the Lender due to any defect in the Equipment.
31. We may set-off any obligation due from you under this Agreement or any other agreements or indebtedness against any obligation owed by you to us.
32. Whether or not any Loan is advanced under this Agreement, the Borrower shall pay on demand, all costs and expenses incurred by us in connection with this Agreement.
33. All interest (including default interest) shall accrue from day to day and shall be calculated on the basis of a year of 365 days or 366 days in case of a leap year and the actual number of calendar days elapsed. The amount so calculated shall be rounded off to the nearest rupee. The Lender will credit the Borrower's Loan account on the date the Lender actually receives credit of clear funds into its bank account unless such credit is received prior to its due date in terms of the Agreement, in which case, amounts received before they fall due shall be credited to the Borrower's Loan account on their respective due date(s). Entries made by the Lender in the Borrower's Loan account shall be prima facie evidence of the existence and extent of the Borrower's obligations. A certificate issued by the Lender as to any sum payable by the Borrower under the Agreement shall be conclusive save for manifest error.
34. Our decisions on providing credit to borrowers, gradation of risk and the interest rates charged to borrowers are determined on a case-by-case basis taking into account one or more factors including but not limited to: the type of asset being financed and its intended end-use, borrower profile and repayment capacity, past repayment history and track record, cash flows and other financial commitments, security available, credit enhancement, inherent credit and default risk, cost of funds, any available financial accommodation, interest subsidy / differential interest or discount, operating / administration costs, margin and risk premium, term or tenor of the loan, borrower's geographic location, our competitive positioning etc. The above information is collated based on borrower inputs, checks and validations performed, and data gathered by us from other sources or from independent third parties e.g. credit bureau etc. Credit assessment will be based on our internal credit policy and approach.
- The Lender at its sole discretion determines the interest rate which is subject to change depending on the facts and circumstances. Consequently, it is possible that the rate of interest for the same product and term / tenor availed by two borrowers at the same time may be different. The annualized Interest Rate is disclosed by providing a copy of the signed Agreement to the Borrower. Competitive pressures in this market segment with the attendant choice of financial products and financial service providers available to borrowers serve as natural safeguards against charging an excessive rate of interest to borrowers. The Borrower agrees that it has read and understood the Lender's approach to interest rates charged and gradation of risks published on [www.dllgroup.com/in](http://www.dllgroup.com/in) which shall be updated and revised from time to time.
35. You shall not assign, transfer or novate all or part of your rights or obligations under this Agreement. We may assign all or part of our rights or transfer or novate all or part of our obligations (if any) under this Agreement without your consent.
36. You agree that you have read and understood DLL's Privacy Statement published on [www.dllgroup.com/in](http://www.dllgroup.com/in) which shall be updated and revised from time to time.
37. We will collect, use, handle, store, disseminate and dispose off your information (including but not limited to information in relation to you, this Agreement or any other credit facility availed / to be availed by you from us, obligations assumed / to be assumed by you in relation to the Agreement, default, if any, committed by you under the Agreement, as well as sensitive personal data and information including the Borrower's biometric information pertaining to fingerprints, eye retinas and irises) ("Information") in the course of DLL's lending, financing, leasing business. Information may be obtained from and shared with third parties including outsourced service providers; De Lage Landen International B.V. and its subsidiaries and affiliates including Rabobank group of companies (collectively referred to as "DLL"); credit bureaus, Central KYC Registry(ies), information utility(ies) in terms of the Insolvency and Bankruptcy Code, 2016; business and vendor partners; any governmental authority; our auditors or legal advisers; courts, police, regulatory bodies and agencies both within and outside India; and Information and may be sent outside India for processing or when otherwise deemed to be necessary by DLL. You hereby irrevocably consent to us using your electronic Know Your Customer ("e-KYC") information for availing electronic / digital signature ("eSign") services from any service provider including but not limited to digital signature certificate ("DSC") application form, key generation, certificate issuance, signature creation, key destruction, application form creation based on Aadhaar e-KYC authentication response, DSC application form submission and signature creation for each eSign.
38. DLL will use the Information including but not limited to performing credit verifications, providing and improving DLL's financial products and services, including in DLL's contract administration and customer relationship management systems which shall include consummation / execution of the Agreement,

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compliance with applicable law, prevention of fraud and money laundering, maintaining and expanding DLL's commercial relationship with you such as through direct marketing etc. and conducting market research. DLL or its authorized third parties may contact the Borrower over the telephone, by post, via electronic mail, short-message-service (SMS), electronic picture or text messages, or otherwise. DLL may also use the Information to syndicate, assign and securitize financial products, this Agreement to other financial companies or otherwise make use of it to raise funding.

39. You hereby irrevocably consent and permit us to provide disclosures, reports, information and status updates and changes pertaining to your payment, repayment and general conduct pertaining to this Agreement from time to time at our sole discretion as we see fit, to any credit bureau, reporting agency, the regulator, regulatory, judicial, quasi-regulatory, quasi-judicial or industry body. You hereby agree not to hold us in any way responsible or liable for any direct or indirect, consequence, harm, loss or cost or expense suffered by you as a result of our disclosures as set out herein.
40. In the event that you choose to obtain products relating to non-life/general and/or life, health and/or well-being insurance and/or insurance products intermediated by and/or otherwise procured from or arranged or made available by us, you acknowledge and expressly consent to us earning income by way of insurance agency commission or otherwise and/or seeking reimbursement of any fees, costs or charges including from our insurer principal(s) and/or other intermediaries or persons, in respect of such insurance cover(s)/policy(ies), as permitted by or consistent with applicable law.
41. You hereby acknowledge that the prevailing lending rates charged by certain lenders are well in excess of the Reserve Bank of India's published Bank Rate and that the Lender may be compensated in whole or in part for its financing costs, fees, charges and expenses through an interest rate subsidy / differential interest, deferred payment facility or a combination thereof offered by the Vendor and/or a third party. You hereby confirm your no objection and express consent for any such arrangements, and confirm and agree that the Lender may not advise you the details/particulars of any such arrangements and that you are not concerned with such arrangements in any way.
42. Each communication under this Agreement shall be made by fax or otherwise in writing to the address provided by each Party from time to time. Any communication from you shall be irrevocable, and shall not be effective until received by us.
43. The illegality, invalidity or unenforceability of any provision of this Agreement shall not affect its legality, validity or enforceability in any other jurisdiction nor the legality, validity or enforceability of any other provision.
44. This Agreement between the parties is on a principal to principal basis and nothing contained in this Agreement shall create any employer-employee or principal-agent relationship between them or between us and any partner, employee, officer, staff member, agent or representative of yours.
45. A person who is not a party to this Agreement has no right under the Agreement to enforce any term of this Agreement.
46. This Agreement and any other documents referred to herein or therein constitutes the whole agreement between the Parties relating to the subject matter hereof and supersedes any prior agreements or understandings relating to such subject matter.
47. No failure on the part of the Lender to exercise, and no delay on its part in exercising, any right or remedy under this Agreement will operate as a waiver thereof, nor will any single or partial exercise of

any right or remedy preclude any other or further exercise thereof or the exercise of any other right or remedy. The rights and remedies provided in this Agreement are cumulative and not exclusive of any other rights or remedies.

48. Any provision of this Agreement may be amended or supplemented only if the Parties so agree in writing and any event of default, potential event of default or breach under this Agreement may be waived before or after it occurs only if the Lender so agrees in writing. Any consent by the Lender under any provision of this Agreement must also be in writing.
49. The Lender may publish this Agreement in more than one local language for ease of comprehension by the Borrower. In case of a dispute or discrepancy between the English and local language versions, the English language version shall be relied upon by the Parties as well as by the courts for interpreting the binding contract between the Parties. The Lender shall provide a copy of the binding English version upon receiving a written request from the Borrower.
50. This Agreement shall be governed by, and construed in accordance with, the laws of India. All disputes, differences and/or claims arising out of these presents or in any way touching or concerning the same or as to construction, meaning or effect or as to the rights and liabilities of the Parties hereto shall be settled through arbitration to be held in accordance with the provisions of the Arbitration and Conciliation Act, 1996 as amended from time to time or any other or further Act of the Parliament that may be enacted in relation to arbitration proceedings. Arbitration proceedings as aforesaid between the Parties shall be referred to a sole arbitrator to be appointed by the Lender at its absolute discretion. In the event of death, refusal, neglect, inability or incapability of a person so nominated/appointed to act as the sole arbitrator, the Lender may at its absolute discretion, appoint another person instead as the new arbitrator. The arbitration proceedings shall be conducted in the English language. The award passed by the arbitrator shall be final and binding on all the Parties concerned. The costs of arbitration shall be borne by the Party(ies) as determined in the arbitration award. The arbitration proceedings, at the Lender's sole discretion, shall be held either in Delhi or Mumbai. The courts in Delhi or Mumbai at the Lender's sole discretion, shall have exclusive jurisdiction to settle any disputes which may arise out of or in connection with this Agreement and the Borrower irrevocably submits to the jurisdiction of those courts.

**IN WITNESS WHEREOF** this Agreement has been entered into on the date of the Repayment Schedule.

<b>The Borrower</b>	<i>Signature</i>
Name of Borrower:	
Address:	
Name of Co-Borrower:	
Address:	

Date: \_\_\_\_\_, 20\_\_\_\_

I hereby confirm that I have explained the contents of this Agreement orally to the Borrower and all Co-borrower(s) in their local language before they put their mark/thumbprint to signify that they have signed the Agreement.

Signature:   
 Name:  
 Title:  
 Employee Number:

## LOAN AND HYPOTHECATION AGREEMENT - AMENDMENT

1. This refers to the master Loan and Hypothecation Agreement dated \_\_\_\_\_ (“**Agreement**”) entered into between De Lage Landen Financial Services India Private Limited (“**Lender**”) and \_\_\_\_\_ (“**Borrower**”) (hereinafter collectively referred to as “**Parties**”). All terms defined in the Agreement have the same meaning in this Amendment (“**Amendment**”).
2. Pursuant to the relevant enabling clause of the Agreement, the Parties hereby agree to the following amendment to the Agreement.
- i. References to fees, charges shall hereby be respectively replaced and superseded and new fees, charges hereby introduced as noted in the table below:

Sr. no	Fee / charge	Rate (applicable tax shall be payable over and above the below fee / charge)
1.	Processing fee	up to 2% of Facility amount
2.	Doorstep payment collection fee	INR 250/- per doorstep visit for collecting any payment / repayment
3.	Dishonour of payment instrument / instruction	INR 500/- per cheque dishonour and INR 75/- per instance of dishonour of ECS or ACH mandate
4.	Issuing a Statement of Account (SOA)	INR 200/- per SOA
5.	Issuing a balance confirmation statement	INR 100/- per instance from the second instance onwards
6.	Per copy of Repayment Schedule	INR 250/-
7.	Change in Repayment Date among alternatives made available by the Lender without any change in the Interest Rate or Loan term	INR 500/- per change
8.	Issuing a prepayment quote	INR 100/- per prepayment quote
9.	Prepayment fee	4% of the Loan amount prepaid plus other costs, loss, expense or liability sustained or incurred by the Lender arising from the prepayment
10.	No dues / No objection certificate / confirmation	INR 500/- per certificate / confirmation from the second instance onwards
11.	Providing a copy of the Borrower’s credit bureau report if available with the Lender	INR 100/- per copy provided

The Lender hereby reserves the right to levy new fees, charges, costs etc., and to revise existing fees and charges prospectively after publishing them on its webpage [www.dllgroup.com/in](http://www.dllgroup.com/in).

3. This Amendment is governed by and shall be construed in accordance with Indian law.
4. It is agreed and declared that the provisions of the Agreement shall prevail save to the extent specifically amended or modified by this Amendment and it is expressly reiterated that the same shall, save to the extent as amended and modified, continue to operate in all respects.

(B-2, CB-2)



5. This Amendment shall form an integral part of the Agreement and shall be read along with the Agreement and all terms shall apply *mutatis mutandis* to this Amendment. All references in the Agreement to "this Agreement" shall include the reference to this Amendment wherever the context so requires. Further, references to the Agreement in any other documents shall include reference to the Agreement as amended by this Amendment.

IN WITNESS WHEREOF this Amendment has been entered into on \_\_\_\_\_.

Borrower

Co-Borrower

Signature: \_\_\_\_\_ 


Signature: \_\_\_\_\_ 

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Co-Borrower

Co-Borrower

Signature: \_\_\_\_\_ 

Signature: \_\_\_\_\_ 

Name: \_\_\_\_\_

Name: \_\_\_\_\_

The Lender

For De Lage Landen Financial Services India Private Limited

Signature: \_\_\_\_\_ 

Name: \_\_\_\_\_

Title: \_\_\_\_\_

I hereby confirm that I have explained the contents of this Amendment verbally to the Borrower and all Co-Borrower(s) in their local language before they put their mark/thumbprint to signify that they have signed this Amendment.

Signature: \_\_\_\_\_ 

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Employee Number: \_\_\_\_\_

(B-1, CB-1, FSO-1)