

MOST IMPORTANT INFORMATION

Attention: Please read carefully before signing

ACKNOWLEDGEMENT FORM

BANK COPY

LAN #

(For Office Use Only)

I/We refer to final application form No. _____ dated _____ submitted by me/us to Axis Bank Limited. I/We have provided the following information and have accordingly filled up the aforesaid application form.

Vehicle Manufacturer and Model	
Facility amount not exceeding	₹
Amount of Each Installment	₹
Total No of Installments	_____ Number Payable in _____ Months
No of advanced Installments	_____ Number
Due dates for Installments	_____ day of each month**
Fixed Rate of Interest	* (For Loans with tenor up to 36 months)- 1 year MCLR _____ % p.a.+ spread _____ % p.a.= "Effective Rate of Interest _____ % p.a.", No reset * (For Loans with Tenor>36 months)- "Effective Rate of Interest _____ % p.a."
Processing fee	₹
Documentation charges	₹ 700/-
Stamp Duty Charges	₹
Paid by customer	
Debited from Disbursal Amount	
*** Foreclosure Charges	5% of the principal outstanding
*** Part Prepayment Charges	5% of the principal outstanding
Cancellation charges	₹ 550 per case
Penal Charges	^ Financial Default: 8% p.a. above applicable interest rate on the overdue amount (subject to the aggregate not exceeding 24% per instance)
PDD collection charges	₹ 250 per instance
ROC Creation (Only for company cases)	₹ 2500 per instance
Paid by customer	
Debited from Disbursal Amount	
Issuance of Credit Report	₹ 50 per instance
Valuation Charges	₹ 590 (inclusive of GST) (₹1180/- if loan amount is greater than 25 Lakhs)
Additional Terms & Conditions	

Goods and Services Tax (GST) will be charged extra as per applicable rates, on all the charges and fees wherever applicable

* Financial Default includes all types of payment or financial defaults/irregularities with respect to your Loan Account. There shall be no capitalisation of Penal Charges.

** Axis Bank Ltd. Follow defined installment dates

** For cases disbursed from 1st to 14th EMI should fall due on 1st of succeeding (next) month. For cases disbursed from 15th to 31st EMI would fall due on 5th of succeeding (next) month

Accordingly, accounting reconciliations would be suitably effected at the time of payment of last EMI and surplus amount, if any, would be refunded to the applicant.

*** Pre-Payment charges are not applicable for fixed rate loans up to 50 lakhs to Micro and

Small Enterprise (MSE)

I/We acknowledge that:

- I/We have not made any payment in cash/bearer cheque or kind along with or in connection with this application form.
- Axis Bank Ltd shall be entitled to recall the loan/take possession of the vehicles/assets in the event I/We default in complying with the obligations in relation to the facility and also that the registration certificate of vehicle duly endorsed on the name of Axis Bank referred to in the application form will be handed over to Axis Bank Limited within 30 days from the date(s) of respective disbursements(s) under the facility.
- I/We are aware that as and when the bank puts forth additional conditions, the same will be informed to me in advance as per extant guidelines.

CAR LOAN

Name of the Applicant(s)		
Sign		
Name of the Co-Applicant(s):		
Sign of the Co-Applicant:		
Date		Location :
DSE/DSA/Connector Sign		DSE/DSA/Connector Name
DSE/DSA/Connector Phone No.		Location
DSE/DSA/Connector Stamp		

- 13.11. To take delivery, actual possession or custody of the said Vehicle as and when demanded by the bank.
- 13.12. To appoint or engage any broker or other agent for taking possession or effecting delivery of the said Vehicle.
- 13.13. To sign and deliver or otherwise perfect the hypothecation created or to be created on the said Vehicle and to do all such acts, deeds and things as may be required for exercise of or any the powers hereby conferred.
- 13.14. To sign and deliver the necessary forms that may be required to be filed or necessary with Registration Authority or other authorities under the Motor Vehicles Act, 1988 or any other law for the time being in force to record the charge of hypothecation on the said Vehicle, created or to be created in favour of the Bank.
- 13.15. To pay any fees, charges, penalties, imposts, premiums, taxes or other impositions to any Registering Authority, insurance companies or other authorities for the said Vehicle.
- 13.16. To act as a facilitator and make the premium payment to any insurance company and/or insure, renew such insurance at my/our costs, charges and expenses which shall be reimbursed by me/us to the Bank.
- 13.17. To obtain, receive, demand or collect any forms, certificates, registration books, booking order, insurance policies or other documents from any Registering Authority, manufacturers of the said Vehicle or its dealer/sellers.
- 13.18. To cancel, annul or rescind booking of one or more of the said Vehicle and to get refund of any such booking amount from the manufacturer or its dealer by issuing receipts as valid and effectual discharge for such refund.
- 13.19. To fill in and complete any cheque that may be lying now or thereafter with the Bank duly signed by me, or on our behalf with such amount, date and/or name of the payee that may be deemed fit by the Bank.
- 13.20. To get requisite information from my employer as may be expedient to ascertain material particulars.
- 13.21. In case of default by me/us of the terms and conditions of the Agreement, to transfer, sell, give on hire, dispose of, give deliver of and otherwise howsoever deal with the said Vehicle and to sign and execute all agreements, contracts, declaration form instruments and other writings whatsoever as may be necessary or expedient in that behalf.
- 13.22. To give notice, if required to the appropriate Registering Authority and/or such other authority in law, for the registration of the said Vehicle upon the sale, transfer, disposal, deliver thereof.
- 13.23. To delegate all, any or more than one of the powers, authorities and liberties herein vested and to appoint any substitute to any one or more purpose or purposes as the Bank shall from time to time desire in that behalf.
- 13.24. For the better doing, performing and executing all the matters and things aforesaid, the borrower hereby further grant unto the said Bank full power and authority to substitute and appoint in its place and stead on such terms as it may think fit one or more attorney/s to exercise for me/us as my/our attorney/s any or all the powers and authorities hereby conferred, to revoke any such appointments and to substitute or appoint any other person/s place of such attorney/s as the Bank may from time to time think fit.

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

This authority shall be binding upon me/us, the undersigned and my/our legal successors prior and post to the grant of the loan and shall be irrevocable during the tenure of the loan as the same is coupled with interest and consideration, until all sums due and owing by me/us has been paid to the Bank. And Borrower hereby agree to ratify and confirm all and whatsoever the Bank shall do or cause to be done in or about the premises by virtue of these presents.

14. Assignment and Transfer.

- 14.1. The Bank shall have a right to sell or transfer (by way of assignment, securitization or otherwise) whole or part of the Loan and outstanding amounts under the Loan or any other rights and obligations of the Bank under this Agreement or any other document pursuant hereto to any person/ entity in a manner or under or under such terms and conditions as the Bank may decide in its sole discretion without reference to or intimation to the Borrower.
- 14.2. The Borrower expressly agrees, in the event of sale or transfer as aforesaid, to accept such person to whom the Loan is sold or transferred as his lender and make the repayment of the Loan to such person as may be directed by the Bank.
- 14.3. The Borrower shall not be entitled to directly or indirectly assign his rights or obligations under this Agreement in part or in whole to any person.

15. Banks appointment of Agent.

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

16. Benefit of Agreement

- 16.1. In case of the death of the Borrowers(s), where the Borrower(s) is an individual the legal representative shall do the following.
 - a) Apply under the Motor Vehicles Act, 1988 to get the Vehicle transferred in his name.
 - b) Replace the PDC/SI/ECS, insurance premia cheques, fees, charges and residual cheques signed by the deceased Borrower(s), in the same manner as provided in this Agreement as if he was the Borrower(s) in the first instance.
 - c) Execute a fresh Agreement, Power of Attorney and such other documents as required by the Bank.
 - d) Provided that the Bank shall be entitled to exercise its sole discretion in determining whether or not to enter into an Agreement etc. with the legal representative and subject to further, the legal representative meeting the Bank's credit criteria and other requirement from time to time.
 - e) In case the legal representative does not or refuses to follow the above procedure or does not meet with the Bank's credit and other requirements the Bank shall be entitled to, at its sole discretion repossess/dispose off / sell/transfer the Vehicle to any third party or to a third party, which the Bank shall nominate and the short fall on such recovery shall be recovered from the legal representative.
- 16.2. The Borrower(s) shall not assign or transfer all or any of its right, benefits and obligations hereunder except with the prior written permission of the Bank.
- 16.3. The Borrower(s) expressly agrees, recognizes and accepts that the Bank shall be absolutely entitled and have full power and authority to securities in whole or in part, and/or whether with or without the underlying security the auto Loan along with all the amounts outstanding thereon, in such manner and on such terms the Bank may decide, irrespective of whether the Bank gives the Borrower(s) and/or the guarantor any notice regarding the same.

Co-BorrowerX _____

BorrowerX _____

- 19.3. The Borrower hereby gives specific consent to the Bank/Lender for disclosing /submitting the 'financial information' as defined in Section 3(13) of the Insolvency and Bankruptcy Code, 2016 ('Code' for brief) read with the relevant Regulations/ Rules framed under the Code, as amended and in force from time to time and as specified there under from time to time, in respect of the Credit/ Financial facilities availed from the Bank/ Lender, from time to time, to any 'Information Utility' ('IU' for brief) as defined in Section 3(21) of the Code, in accordance with the relevant Regulations framed under the Code, and directions issued by Reserve Bank of India to the banks from time to time and hereby specifically agree to promptly authenticate the 'financial information' submitted by the Bank/Lender, as and when requested by the concerned 'IU'
20. Kindly note that insurance plan(s) from the insurance partner(s) engaged by the Bank ('such insurance partner(s)') are made available for your convenience and in case you opt for the same, we can assist you in the enrolment of the chosen plan. It is clarified that purchase of the insurance cover from such insurance partner(s) shall be voluntary/optional and is not linked to availment of any product(s)/service(s) from the Bank. You may choose to avail the insurance cover from such insurance partner(s) or from any other insurance providers.
21. For any grievances in relation to the loan, the Borrower may raise any complaint/concerns through the [Axis Bank] or call the Bank's customer care [1860-419-5555 (Charges Applicable) / 1860-500-5555 (Charges Applicable) / 1800-103-5577 (Toll Free Number)]. The Bank shall endeavour to resolve the grievances and provide appropriate response with respect to such complaint/concerns raised by the Borrower in a timely manner. For further details on the grievance redressal policy of the Bank, the Borrower can access and read the grievance redressal policy of the Bank available at [<https://www.axisbank.com/docs/default-source/default-document-library/grievance-redressal/grievance-redressalpolicy.pdf>]
22. The Bank shall share the preprinted copy of the above agreement terms and conditions with the customer along with the welcome kit. The parties hereto have executed/ caused to be executed these presents on the day and year written in the Schedule hereinafter appearing.

Name of Borrower(s) _____	(Sign.) X _____
Name of Co-Borrower(s) _____	(Sign.) X _____

*(in the case of HUF/Partnership name of all the member/ Partners required if unless Letter of authentication is there.)

Affix Common Seal of the Company.

For the Bank

Signed and delivered by
Axis Bank Ltd. by the hand
of its authorised signatory : Mr./Ms. _____

SCHEDULE TO LOAN CUM HYPOTHECATION AGREEMENT

Date of Agreement : 	Place of Execution : 															
Branch/RAC/SRAC Address : 																
Name of the Borrower(s)/ Co-Borrower(s) (in the case of HUF/Partnership Name of all the member/ Partners required)	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 33%; text-align: center;">(First Name)</td> <td style="width: 33%; text-align: center;">(Middle Name)</td> <td style="width: 33%; text-align: center;">(Surname)</td> </tr> <tr> <td style="text-align: center;">(First Name)</td> <td style="text-align: center;">(Middle Name)</td> <td style="text-align: center;">(Surname)</td> </tr> <tr> <td style="text-align: center;">(First Name)</td> <td style="text-align: center;">(Middle Name)</td> <td style="text-align: center;">(Surname)</td> </tr> <tr> <td style="text-align: center;">(First Name)</td> <td style="text-align: center;">(Middle Name)</td> <td style="text-align: center;">(Surname)</td> </tr> <tr> <td style="text-align: center;">(First Name)</td> <td style="text-align: center;">(Middle Name)</td> <td style="text-align: center;">(Surname)</td> </tr> </table>	(First Name)	(Middle Name)	(Surname)	(First Name)	(Middle Name)	(Surname)	(First Name)	(Middle Name)	(Surname)	(First Name)	(Middle Name)	(Surname)	(First Name)	(Middle Name)	(Surname)
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(First Name)	(Middle Name)	(Surname)														
(First Name)	(Middle Name)	(Surname)														
(First Name)	(Middle Name)	(Surname)														
Address(es) of Borrower(s)/ Co-Borrower(s) (In case of non-individual address should be registered address/as per constitutional document)																
Facility : _____	Rupees: (In Figures) _____ Rupees: (In Words) : _____															
Tenor in Months: _____																
Interest Rate: _____	☐ (For loans with tenor upto 36 months) - 1 Year MCLR % p.a. + Spread % p.a. ☐ "Effective Rate of interest % p.a.", No Reset ☐ (For loans with tenor > 36 months) - "Effective Rate of interest % p.a.															
Penal charges	^Financial Default: 8% p.a. above applicable interest rate on the overdue amount (subject to the aggregate not exceeding 24% per instance)															
Cheque/Instrument return Charges: ₹ 339 per instance																
Cheque/Instrument swapping charges: ₹ 500 per instance																
Loan Cancellation/Re-booking charges: ₹ 550 per instance																
ROC Charge creation fees (Only for company cases): 2500 per instance																
Paid by customer																
Debited from Disbursal Amount																
Statement Charges: ₹ 250 per instance																
Duplicate Repayment Schedule Charges: ₹ 250 per instance																
Duplicate No Dues Certificates/NOC Charges : ₹ 50 per instance																
***Foreclosure Charges	5% of Principal outstanding															
***Part Prepayment Charges	5% of Principal outstanding															
Service Charge/Processing Fee: _____																
Documentation Charges :	₹ 700/-															
PDD Collection Charges	₹ 250/- per instance															
GST :																
Stamp Duty - As applicable according to State Stamp Law.																
Paid by customer																
Debited from Disbursal Amount																
Issuance of Credit Report : ₹ 50 per instance																
Valuation Charges (Applicable for Used Car Only) : ₹ 590 (inclusive of GST)																

Goods and Services tax (GST) will be charged extra as per the applicable rates, on all the charges and fees (wherever GST is applicable)

^Financial Default includes all types of payment or financial defaults/irregularities with respect to your Loan Account.

There shall be no capitalisation of Penal Charges.

***Pre-Payment charges are not applicable for fixed rate loans up to 50 lakhs to Micro and Small Enterprise (MSE)

BorrowerX _____

Co-BorrowerX _____

Repayment Terms :		Repayable according to the Tenor by monthly Equated Monthly Installment (EMI) as stated below.		
EMI Amount : (Number)	EMI Amount	Rs.		
EMI Amount : (Number)	EMI Amount	Rs.		
EMI Amount : (Number)	EMI Amount	Rs.		
EMI Payment Dates:				
First EMI Date :				
Post Dated Cheques (PDCs)	Number of PDCs: Cheque Numbers:			
Standing Instruction (SI):	Account Number: SI Number and Date:			
Electronic Clearing System (ECS)				
Disbursement : By direct single payment/part payment in favour of _____				
Details of Vehicle:	Vehicle 1	Vehicle 2	Vehicle 3	Vehicle 4
Reg. No.				
Reg. Date				
Chassis No.				
Engine No :				
Model :				
Mfg. Date :				
Make :				
Manufacturer :				
Supplier/Agency :				
Insured Amount :				
Premium Payable :				

Signed and Delivered by the within borrower/s, this Schedule to Loan cum Hypothecation Agreement on the date hereinabove mentioned.

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

Name of Co-Borrower(s)*: _____ (Sign.) X _____

_____ (Sign.) X _____

_____ (Sign.) X _____

*(in the case of HUF/Partnership name of all the member/partners are required if authority not given to one person to execute agreement)
Affix Common Seal of the Company.

DISBURSEMENT REQUEST FORM

To,
Manager,
AXIS Bank Ltd.

Date: _____

Place: _____

Sub: Request for Disbursement of My Vehicle Loan (App ID : _____)

I/We have been sanctioned a Loan of Rs. _____ (Rupees _____) by your bank for purchase of Vehicle. I/We Request you to kindly disburse the amount from my Loan amount as mentioned below:

☐ Kindly tick if disbursement through INF A/c.

1. Details For disbursement through INF Ac/RTGS-NEFT/INTERNAL TRANSFER: (Mark as NA if not applicable)

Particulars	INF A/c	RTGS/NEFT/I.T	RTGS/NEFT/I.T
Beneficiary Name			
Bank Name			
Bank A/c No			
IFSC Code - In Capital letters			
Disbursement Amount(in Rs.)			

2. Details for Disbursement through "Demand Draft": (Mark as NA if not applicable)

Sr No.	DD Favoring	DisbAmt (in Rs.)
1		
2		

3. Insurance (Mark NA if not applicable)

Sr No.	Particulars	Amount (in Rs.)
1	Life Insurance _____	
2	General Insurance _____	

I/We also request you to kindly deduct my EMI on _____ of every month

I/We are aware that I/We need to pay PRE-EMI for the broken period* even if my loan is fully disbursed.

Information to Borrowers:

- a) Interest on loan shall commence from the disbursement INF Ac/DD/Internal Transfer/RTGS-NEFT date.
- b) Disbursement demand draft is to be collected within a day of disbursement DD date, however subject to clearance of pending documents.

Yours faithfully,

Applicant

Co-applicant

Co-applicant

*Broken period: from date of disbursement till the EMI cycle date.