Udhar chuka laga aro girwi rakha laga kagaz

Itu **Loan Agreement cum Instrument of Hypothecation ("Agreement"),** bana laga jaga, din, mahina aru saal tu schedule 1 te dia nishena kurikina asse.

majote

Bajaj Auto Credit Limited, CIN No U65929PN2021PLC206668 itu company tu, Companies Act, 2013 laga hisap para banaikenna ase aro register office tu Bajaj Auto Complex, Mumbai Pune Road, Akurdi, Pune -411035 , te ase **(etiapara itu ke "Lender" or "BACL "** , para janibo, judi tai kobole laga samai aru homai lagibo, kun ke dibo, kun pabo, taihe kobo.), **FIRST PART te dia nishena.**

Aru

Borrower(s), (Co-Borrower/Co-applicant/s jodi thakele) (convenience karone **(Borrower, Co-Borrower/Co-applicant juntu hoilebi "Borrower" kurikenna hee janibo)** samjabole kiki **Schedule 1** te di kenna ase, **OTHER PART** koikenna attached kurikenna ase.

Judi 'borrower' kotha tu, itu laga homoi karne ekdom namila nahoilei, itu khan te janibo aru chulibo:

a. Borrower tu HUF ase koile, taikhan laga ghor te sop se dangor aro ekta ghor manu naihoile sop ghor manu, maiki/mota/taikhan hoilebi, sop HUF member aro taikhan laga bacha aro tailaga kam kuria aru saidia manu.
b. Borrower tu taihe malik ase koile, itu manu aro tailaga maiki/mota hobi nium para sabole manu, tailaga kam kuria aru kaam saidia manu.
c. Borrower tu tai akela karne hee ase koile, nium para sabo le manu, tailaga kam kuria manu aro kaam saidia manu.
d. Borrower tu Private/Public Ltd Company ase koile, (Lender aru Borrower milaikena **"Parties"** koikenna janibo, aro ekjon side ke **"Party"** Koikenna janibo.)

Juntu karone

A. Lender tu banking finance company nahoigena, alak alak business kuria manu aro loans/finance dia laga business be kuri kenna, alak alak kam karne aro Gari kinibole be loan di ase koile.
B. Borrower tu noutun naihoile purana gari kinibole loan lobo le icha ase koile **("Non-Commercial/Commercial/Private/Personal")** juntu **Schedule 1** te dikena ase (the "Vehicle(s)") itu hissap te Lender para loan dibo lage.
C. Borrower laga request, tailaga representations aru information provide kuria khan saikena, Lender para borrower ke loan dibole manishe. Tailaga absolute discretion chulai kenna aro terms and conditions hisap para juntu Agreement te dikenna ase aro dusra Loan Documents te dia nishena hee kuribo.

Itukarne, itia, sob thikthak ase, aro valid consideration thakha nimite, juntu receipt aro sop thik ase koi koigena janidikenna kuri ase, Parties khan itu nimite agree kuri ase:

1. DEFINITIONS ARU INTERPRETATIONS:

1.1 Agreement laga purpose karne aro description of the Parties te dia nishena: (a) Itu agreement te sob capital te likha, quotation te likha, aro/nahoilebi, samjabole likha khan tu sop ike matlap ase. (b) words aro expressions iyate chula aro General Clauses Act, 1897; te likha tu ike matlop ase. (c) Iyate dia laga words aru expressions tu Clause 1 te dia lagot te ike matlap ase.

"Acceptable Means of Communication" Itu kotha te:

A. "Borrower", mane:
   i. Borrower para tailaga registered mobile number / landline number juntu Application Form te dikenna ase, itu number para hai phone kuribo.
   ii. photo/ video; aro
   iii. Borrower laga registered email address te hai mail kuribo; aro
   iv. Borrower laga registered mobile number te hee text message "SMS" pathabo; aro
   v. Written notice tu Borrower laga registered postal address te hee courier/post te pathabo.
   vi. text message tu chatbot, Bitly, social media jeneka WhatsApp communication aro kunba dusra electronic communication mode te patha bo.; aro
   vii. Notification tu Lender para tailaga website dibo te.
B. Lender, mane:
   i. Lender laga designated mobile/landline number website te di kina asse, itu te hee phone kuribo; aru
   ii. BACL laga designated email address te hee mail pathabo; aru
   iii. Chatbot te hee text message pathabo; aru
   iv. Written notice tu Speed Post hoilebi Registered post hoilebi BACL laga Registered office address te pathabo

'Affiliate(s)' matlab toh subsidiary company aro/nahoilebi holding company aro/nahoilebi associate company Borrower laga, nahoile Lender laga (junlaga hoilebi), iyate 'subsidiary company', 'holding company' aro 'associate company' juntu Companies Act, 2013 te dia aro itu ike matlap ase, jeneka time to time te amend kuri kina asse.

'Agreement' matlab itu Agreement aru sob schedule milai kena, exhibits, addendums, attachments aro appendices annexed age te dialaga aro sob amendments/supplements agete te dialaga aro restatements iyate dialaga.

'Application Form' matlab, Loan application ase, prescribed format te, juntu lender para accept kuribole para aro lender para manggia pura documents aro informations fill up kurikenna lender logot te loan pabole submit kuribol.

'Applicable Law' matlab 'Indian law'ase, regulation, ordinance, judgement, order, decree, aro kiba published directive, guideline, requirement, aru regulatory/governmental restriction, kitiaba force of law chulabole laga time te. **'Bounce Charges'** matlab Borrower para Lender ke penalty laga poisa dialaga. Borrower dia cheque tu bank para accept nakurise koile, aro NACH aro dusra Repayment Mode para be accept nakuri kenna returned hoise koile.

'EMI Default Charges' matlab Borrower para Lender ke EMI/s thik time te nadia karne penalty(fine) Borrower para Lender ke dia laga poisa.

'Broken Period Interest/Pre-EMI Interest' matlab loan laga interest kiman din laga hobo, itu loan loadin para 30 days ase, aru itu laga details tu clause "6.6" and 6.7. Agreement bhithortete dikenna ase. **'Business Day'** matlap kuntu din hoilebi BACL Branch khan business karne khula din, public holiday charikina aro Section 25 of the Negotiable Instruments Act, 1881 te dia nishena.

'Conditions Precedent' matlab poila te kineka kurikena ase itu sai kenna kuribole, **Schedule 2** te dia nishena.

'Communications' jeneka Clause 18 di kenna ase, itu nishena hobo.

'Penal charge/Default charge' jeneka Clause 6.2. xxx te dikenna ase, itu nishena hobo.

'Disbursement or Disbursal or Disbursement of Loan' terms khan juntu agreement te likhikena ase, poila ki hoishe itu khan tu agge te kiki event(s) hoilebi sai kennar kuribo:

i. Lender laga account para poisa debit hua din (a) Account payee para tailaga nam para borrower ke dia laga cheque/Pay order/Demand; or (b) online para transfer kuria laga loan amount Borrower laga bank account te; nahoile invoiced dealer khan ke dia laga, nahoile borrower para order kuria laga; na hoile dealer laga Authorised Service Centre dia laga.
ii. Account payee para loan amount borrower bank account te transfer kura date, cheque/Pay order/Demand draft para. Borrower ppara paise/poisa ulaishe/janishe.
iii. Borrower laga bank account te loan amount online transfer kura date, judi Borrower para withdrawal/utilize kurilebi nakurilebi (aru processing/service charges, charges, sab expenses, fees, aro taxes etc. sab laga deduction hobole ase)

'Due Date' mane, alak hoikina:

a. Itu Installment aro Outstanding Dues aro respective repayment dates, itu sop **Schedule 1** te specifically mentioned kuri kenna ase.
b. Lender laga loan documents te kiki costs, charges aru expenses ase aro pay kurishe, Lender para seven (7) Business Days bhitorte, Borrower ke notice pathai kenna, kiki costs, charges, aru expenses laga details janai dibo; aru
c. Loan Documents te pay kuribo laga amount khantu, kitia dibo lage aru kitia due date hobo, loan document te iko specified kuri kenna nalikhe.

'Electronic Payment Instructions" mane 'NACH', aro electronic standing instructions, electronic clearing services, aro electronic payment services, juntu RBI para time-to-time notify kuri thakhe.

'Electronic Media' mane Clause 19 te specify kura nishena hobo.

'Event of Default' mane Clause 13 te specify kura nishena hobo aro Lender para case-to-case hisap te kinika kuribo lagibo, kuribo.

'Insolvency Event' kunkun manu hoilebi iyate dia nishina hi kuribo (i) Creditors/debtors logot compromise or arrangement kura laga nahoile jodi baki wapas na nakurile, juntu person kene hoise wound up or dissolved; or (ii) Appropriate court te provisional or official liquidator laga appointment under Applicable Law; or (iii) Insolvency and Bankruptcy Code, 2016 under resolution professional or interim resolution professional laga appointment; or (iv) Business laga voluntary or involuntary liquidation, dissolution, or winding up; or any analogous procedure or step; or (v) Borrower(s) against insolvency application file kora.

'Instalments' or **'Equated Monthly Instalments (EMI/s)'** mane, Borrower para Lender ke ek moina charikenna poisa dia laga aro **Schedule 1** te specify kora laga intervals te pay kora amount, juntu Loan laga principal amount aro interest amount itu time te kiman ase sop milai kenna.

'Lending Branch' tu hoile Lender thakha laga city/town, kuntu **Schedule 1** te likha kenna ase.

'Loan' mane, Borrower para apply kurikenna aro Lender para approve kura laga la poisa , juntu amount **Schedule 1** te be likha kenna ase ki karne ase, aro inika loan ketu term loan koi kenna janibo.

'Loan cancellation Charges' mane, Borrower para loan cancel kurile(first EMI na dia agete) kunu karone hoilebi, jiman Borrower laga loan cancel request, vehicle return kora Borrower duwara, hypothecation endorsement na kora vehicle BACL laga favour te, juntu **Schedule 1 te pura details di kenna ase.**

'Loan Rebooking Charges'' mane, borrower para poisa dia laga amount ase. Kile koile borrower laga request para aro loan apply kuri kenna, kunu details correction **karone, juntu Schedule 1 te** likha kenna ase.

'Loan Documents' mane, pura Application Form, itu Agreement, Lender para issue kura laga Sanction Letter judi ase koile, aru kunuba document juntu time-to-time execute kura ase, aro Borrower aro Lender party ase, aro kunuba agreement thakhile nahoilebe kunba document juntu Lender para Loan document ase kua laga thakhile.

'Loan Tenor' mane, **Schedule 1** te specify kora. nishena kiman din itu loan tu chulibo.

'Material Adverse Effect' mane, kunuba material ekdom bhia effect thakhile:

a. Kunu Loan Document laga terms.
b. Borrower laga financial condition, assets, prospects;
c. Borrower laga ability juntu perform aru comply kori bole, oi Loan Document under obligations; aru
d. Kunu Loan Document laga validity, legality, or enforceability.
e. Security, nahoile itulaga related kunuba rights thakhile.

'MVA' mane Motor Vehicles Act, 1988, juntu time-to-time amended, modified, or superseded. kuri thakhe.
'RTO' mane Regional Transport Office.
'Outstanding Dues' mane, kunu time-te, Borrower para Lender ke pay kuribo le lagibo aru obligations perform kora lagibo, etu Agreement aru kunnuba Loan Documents laga terms te, sop milai kennabut not limited to the following:

a. Loan laga principal amount(s).
b. Loan laga interest.
c. Borrower laga sob obligations aru liabilities, indemnities, liquidated damages, costs, charges, expenses, erroneous payments received, aro alak alak laga fees aro interest juntu etu Agreement aru/or anya Loan Documents te ase , , aro alak loan documents te , (either severally or jointly) aruBorrower laga debt or liability Lender ke law or contract or kunnuba finance/credit facility under, cash hoilebi alak hoilebi, secured hoilebi unsecured hoilebi, aru assigned, aru payable under demand, decree or order of any civil court or arbitration award hoilebi nahoilebi, mortgage or pledge or hypothecation under; aru
d. Lender duwara enforcement aru collection of kunu amounts due under etu Agreement aru/or anya Loan Documents, expenses of enforcement and realization aru/or BACL duwara received erroneous payments laga expenses.

'Pre-payment Charges mane, Borrower para ra Lender ke pay kora amount, juntu premium loan repayment hoilebi , part or whole/foreclosure, scheduled Repayment Date laga agote, details juntu **Schedule 1** te provide kuri kine ase.

Advance EMI, kuai mane, Borrower para EMI/s advance te di dia laga, juntu last month EMI te adjustable hobo, details juntu **Schedule 1**te provide kurikine ase.

'Processing Charges' means an amount payable by the Borrower to the Lender as a fee/charge for the processing the Application Form/Loan of the applicant, as specifically set out in **Schedule 1**.

'Purpose' kua mane, Borrower para ara Lender ke pay kora amount, juntu fee/charge, Application Form/Loan process kuribo karone, juntu specifically **Schedule 1** te dikenna ase.

'RBI' kua mane Reserve Bank of India.

'R.C. Book' kua mane, motor vehicle laga registration certificate juntu Clause 8.2 te specify kuri kennaase.

'Registering Authority' kua mane, authority juntu motor vehicles register koribo karne empowered ase, Chapter IV of the Motor Vehicles Act, 1988 bhithorte dikenna ase(juntu kitiaba kitiaba amend nahoile replaced kori thakhe.)

'Repayment Date' kua mane: (a) Monthly Instalments logot related, kua mane, date, juntu din laga agote each Monthly Instalment Borrower p para repay kuri lagibo, juntu Schedule 1 tebi specific dikenna ase, Loan disbursement date or Lender para Borrower naam te Loan book kora date, kuntu joldi hobo, aru include kori ase due date principal Loan amount laga interest payment karone, Borrower para Monthly Instalment nahoa agote pay kori lagibo; aru (b) Outstanding Dues logot related, buli mane, date, juntu din or agote purana Outstanding Dues Borrower para repay koribole lagibo, juntu **Schedule 1** tebi specific dikhenna ase.

'Repayment Modes' mane, Monthly Installments aru Outstanding Dues payment, kunuba case-te, following modes duwara kora, ittu laga options Schedule 1 tebi dikenna ase: (a) Electronic clearing services aro electronic payment instructions/services, juntu RBI time-to-time notify kori khenna ase ("ECS") or ("NACH");

(b) National Electronic Fund Transfer regulations aro directions RBI para dia aro alak regulatory or statutory body para issue kuria (“NEFT”);
(c) Immediate Payment Service, juntu National Payments Corporation of India para dikenna aro manage kenna ase, RBI paraauthorized, instant electronic interbank fund transfer provide kori (“IMPS”);

(d) Real-time gross settlement regulations aro directions RBI para dia laga aro regulatory or statutory body para issue kura (“RTGS”);
(e) Standing instructions bank-te;
(f) Post-Dated Cheques issue kura;
(g) Cash duwara payment; aru
(h) Any other instrument, time-to-time suitable, juntu **Schedule 1** te likhi kenna ase.

“Sanction Letter” mane, Borrower ke Loan sanction regarding issue kora sanction letter, juntu amend, modify, vary aru supplement kori kennaase, aru subsequent sanction letter(s) juntu Lender para Loan regarding time-to-time issue kori thakhe.

‘Security’ mane, Vehicle upor hypothecation juntu Schedule 1-te detail dikenna ase, Loan Agreement. te thakha tu secure kuribo karne ase.

‘Tax’ mane, kunu tax, levy, impost, duty aru ki charges hoilebi or withholding similar nature laga including GST, applicable Indian law under required kora (Kiki laga penalty aro interest nadia karne nahoilebi diree dia karne).

‘Vehicle(s)’/"Product" mane, **Schedule 1** -te specify kora nishena, itu tu pre-owned or used vehicle nahoilebi noutun gari **Schedule II** -te specifically likha nishena hobo, juntu Loan Borrower para apply kurikenna ase.

‘Website’ mane, Lender laga website, itia itia itu ase www.bajajautocredit.com aro microsite nahoilebi alak website lender para time to time khobor dibo para laga thakile.

“Rate of Interest” mane, fixed or floating rate of interest juntu **Schedule 1** te bisi detail kora ase. **“Dealer”** mane, Bajaj Auto Limited/Chetak Technology Limited nahoile alak kunke saman bikiri kuribole authorized kuria laga aru “sub-dealer” mane, Dealer para nahoile Bajaj Auto/Chetak Technology Limited Ltd para kunba entity ke authorized dia laga, aro kunba tu hoile Lender laga authorized cash collection center te borrower para repayment Direct Cash Collection method opt. kuribole pare.

“Electronically/electronic” mane email, SMS, OTP (One-time password), WhatsApp, nahoile alak electronic media para tailaga icha janai dia, juntu term signed aro Clause 19 (electronic media) te detail dikenna ase.

Group Companies mane, Lender laga affiliates, subsidiaries, nahoile Lender laga group companies.

“Rate of Interest” mane, fixed interest rate, aro alak alak interest rate hoithakha laga, juntu **Schedule 1** te i detail dikenna ase.

“Seller” mane, Loan ga poisa para loikenna saman bikiri kuria, juntu loan agreement **Schedule 1** te detail. para dikenna ase.

INTERPRETATIONS: Iya te kuatu hoile i) Ekjon hoilebi, ekjon upor hoilebi, maiki hobi, mota hobi sobke refer kuri ase.
ii) “includes” or “including” mane,; kiman hoilebi iko limit nai.
iii) Headings dia laga matlap tu hoile, ki laga kotha ase phat jani jabole karne ase aro itu tu Agreement likha bhitor te aro na likhibo.

“Sanction Letter” mane, Borrower ke Loan sanction regarding issue kora sanction letter, juntu amend, modify, vary aru supplement kori kennaase, aru subsequent sanction letter(s) juntu Lender para Loan regarding time-to-time issue kori thakhe.

"Security" mane ei agreementor Schedule 1 te likha motor gari, jun loan aru etu agreementor under te thaka sob dues repay koribar karone security hisap te diya ase.

‘Tax’ mane, kunu tax, levy, impost, duty aru ki charges hoilebi or withholding similar nature laga including GST, applicable Indian law under required kora (Kiki laga penalty aro interest nadia karne nahoilebi diree dia karne).

‘Vehicle(s)’/"Product" mane, **Schedule 1** -te specify kora nishena, itu tu pre-owned or used vehicle nahoilebi noutun gari **Schedule II** -te specifically likha nishena hobo, juntu Loan Borrower para apply kurikenna ase.

‘Website’ mane, Lender laga website, itia itia itu ase www.bajajautocredit.com aro microsite nahoilebi alak website lender para time to time khobor dibo para laga thakile.

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Lender laga authorized cash collection center te borrower para repayment Direct Cash Collection method opt. kuribole pare.

“Electronically/electronic” mane email, SMS, OTP (One-time password), WhatsApp, nahoile alak electronic media para tailaga icha janai dia, juntu term signed aro Clause 19 (electronic media) te detail dikenna ase.

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“Seller” mane, Loan ga poisa para loikenna saman bikiri kuria, juntu loan agreement **Schedule 1** te detail. para dikenna ase.

INTERPRETATIONS: Iya te kuatu hoile i) Ekjon hoilebi, ekjon upor hoilebi, maiki hobi, mota hobi sobke refer kuri ase.
ii) “includes” or “including” mane,; kiman hoilebi iko limit nai.
iii) Headings dia laga matlap tu hoile, ki laga kotha ase phat jani jabole karne ase aro itu tu Agreement likha bhitor te aro na likhibo.

1.2 Interpretation :

Jodi alak nahoile ulta indication na ulaile:

i. Itu “Agreement” nahoile dusara agreement, addendums aro instrument para alak agreementaro instrument ke refer kure, juntu itu agreement hisap para time time te amend kure, novate kure, supplement kure, extend kure aro replace be kuri thakhe.
ii. A provision of law tu hoile, law hisap para changes ania laga nahoile poila kinika thakhise itu nishena aro kuri dia.
iii. Singular denote kora words para plural bi include koribo aro **vice versa**.
iv. Judi alak time aro date hobo koikenna nathakhile, Agreement te likha laga time aro date hee lobo, judi time aro date tu extend hoishe koile, itu extend kuria laga time aro date nahoile samoi tu hee lobo.
v. Headings aro bold para type kuria tu hoile, reference asani hobo karone hai ase, aro Agreement likha bhitor te itu aro na likhibo.
vi. Reference to a Clause or Schedule 1, Judi itu reference aro clause te iko dikdar na dikhaile, itu hee itu Agreement laga Clause aro Schedule hobo
vii. ‘includes’ or ‘including’ mane kiman hoilebi iko limit nai kua ase.
viii. Particular gender likhi kenna thakhilebi r sob gender ke include koribo
ix. Jodi Borrower aro Lender laga majo te, ki laga kotha hoilebi disagreement or dispute thakhile including event, occurrence, circumstance, change, fact, information, document, authorization, proceeding, act, omission, claims, breach, default, or otherwise, Lender laga bhabana aro kotha hai lobo itu materiality or reasonability upor aro Borrower. Para sop manibole lage.
x. Agreement bhitor te itu hobole naparibo koikenna nalikhile, Lender para bhaki map kurise koile, borrower para written consent agee te likhikenna dikenne thakhibo.
xi. Alak iko dikdar ulanai koile, document te term used kuria khan aro, notice dia laga, aro itu agreement laga certificate dia khan tu, sop itu document logot te ike meaning hobo.
xii. Default (Event of Default atai) is “continuing” buli mane, jodi remedy or waiver nai aru Event of Default “continuing”, itu matlap tu waive hoa nai

2. LOAN

Subject to the terms and conditions contained etu Agreement te aru dusra Loan Documents te, Lender tu agreed hoise loan dibole Borrower ke, tai laga sole aru absolute discretion te, a Loan, for an amount as set forth in **Schedule 1**.

3. PURPOSE OF THE LOAN

Borrower tu represent kuri asse aru loishe, Loan chulabole khali utu Purpose te jeneka stated kurikina ase Recitals te above aru juntu aru specifically set kurikina asse **Schedule 1** te aru loan amount tu divert/utilize nakurikina alag purpose te whatsoever including speculative, fraudulent, or unlawful purposes.

4. CONDITIONS PRECEDENT

Borrower tu entitled kuribo lagedrawdown laga request karne under the Loan, sob hoikina itu Conditions Precedent **Schedule 2** di kina ase, Lender laga satisfaction te.

5. LOAN DISBURSEMENT:

5.1 Loan toh ekta lumsum te hee disbursed hobo paribo nahoile instalment te, jeneka **Schedule 1** te details provide kurikina ase.
5.2 Loan dia homoi te technical nahoile system error hoikenna, loan tu account te najaishe koile, Lender ke galti namanibo kile koile tai laga hat te nai aro itu upor te taibi iko kuribole napare.
5.3 Borrower para Agreement kuri asse ki, Lender laga pura right thakibo cross sell kuribo karne saman laga Affiliates aru third party milai kenna. Borrower sab bujise aru Agreement laga sob terms aru conditions manishe sob chij accept kura aggete.
5.4 Judi borrower para insurance cover karne mangi asse aru tai ‘Group Insurance Policy ‘laga member ase aro Lender laga side para ashe koile, Lender laga pura right asse insurance claim kuribole.Judi alop bachise koile utu tu Borrower ke di dibo, aro komti hoishe koile Borrower nijor para terabole lagibo.
5.5 Borrower laga request para Lender para tailaga sole discretion te financekbe kuribole pare cross-sell products/serviceskarne including insurance premium insurance policy laga Borrower ke insure kurikenna aru authority Borrower para enika type insurance company if ekta bhi loan repayment default hoishe koile toh Outstanding Dues dibo lagibo Lender ke eneka insurance company para. cross-sell laga price products/services toh aru insurance premium toh Lender para dibo Borrower laga behalf te juntu principal amount te add hobo.. kot kot te Borrower mani kenna ase cross-sell products karne, sob expenses, charges, fees, and taxes etc. Borrower para hai dibo lagia khantu dibo,. Judi agge te kua khantu Lender para disshe kole, Borrower laga behalf te, Borrower parabi bhujikenna ase aro manikenna ase ki itu charges khantu loan te milai kenna ase.

5.6 Borrower para poisa tu lender ke purchase price, insurance premium, aro dusra cross-sell expenses sop terabole lage, nahoilebi agete likha nishena, parishe koile instalmentte bi add kuribole paibo. . Purchase price, insurance premium aru dusra cross-sell expenses (Lender para dishe koile, Borrower's laganam para) Loan te hee hisap hobo,Lender para product/service karne vendor ke dial aga poisa aro insurance company ke dialaga poisa, itu sop tu Lender para borrower ke loan hisap te di ase koi kenna manibo.

6. INTEREST/FINANCIAL CHARGES

6.1 Borrower para Lender ke Loan laga interest terabole lagibo itu **Schedule 1** te eksal laga rate likha nishena ("**Interest Rate**") aro moina laga rate, Due date age te kiman dibo lagibo. Itu **Schedule 1**. te dikenna ase. Schedule 1 te alak para mentioned kuranai koile Interest rate tu BACL para specified kurikenna ase.

6.2 Borrower para Loan instalment nahoile Outstanding Dues dibole dheri hoile, Lender ke additional interest bi terabole lagibo **Schedule 1** te likhia nishena. , per annum ("**Penalty charge/Default charges**") aru outstanding due laga interest sop tu Lender ke terabole lagibo. Borrower janishe aru manishe ki extra charges late payment te lua tu genuine asse, aro tai para thik nadia karne Lender tu dikdar hubo .

6.3 Penal charge tu .Lender laga alak rights and remedies thakha karne borrower ke charge kura nahoi.

6.4 Outstanding Dues laga interest tu din din te hisap kurikenna aro balance tu 360 days (eksal) laga base kurikenna komti kure. Borrower para loan tu kinika interest calculate kure aro kini komti hoi ashe itu sop saikenna, purikenna bujijai

6.5 Borrower bujha aru agree kori ase je, jodi first Due Date EMI payment karone Loan amount disbursement date para 30 (thirty) din para ase, Borrower Lender ke authorize kore je upfront Interest deduct koribo or first EMI aru/na subsequent EMI's para recover koribo. Agge 30 (thirty) din para additional din laga hisap para, jodi Loan EMI disbursement date para 30 din bhitor start korile; interest benefit Borrower ke EMI te proportionate reduction laga through passkuribo. Lender ke Interest Rate revise koribo hak ase kunu time aru time-to-time, Loan Tenor during, sole discretion or regulatory requirements change karone, RBI duwara issued guidelines/regulations including, aru revised Interest Rate Loan part buli maanibo hobo aru Borrower agree kurileLender parasole discretion te specify kurikenna revised interest amount Loan te pay koribo. Interest Rate change hobo prospective date para effective hobo aro Lender paraBorrower ke advance notify koribo Websitehoilebi, SMS communication, email, or any other mode kuntu Lender para icha ase. . ki hoilebi Borrower paramanibo lage.

6.6 Borrower tu liable asse pay kuribole Broken Period Interest/Pre-EMI Interest on the Loan, Schedule 1 te likha nishena. The Borrower understands and agrees that in the event the first due date for payment of EMI is after a period of 30 (thirty) days from the date of Disbursement of the Loan amount, the Borrower authorizes the Lender to deduct upfront interest, for such additional number of days beyond the aforementioned period of 30 (thirty) days, at the time of Disbursement from the Loan amount.

6.7 Borrower ke bujha aru agree kura ase ki, loan EMI's monthly due date te dibo lagibo, aru jodi respective month EMI actual due date (advance) agete didishe koilebi, itu joldi EMI/s tera laga tu Lender parainterestdibo nalagibo. , Aro borrower para janibole lage ki Loan na pa age para advance EMI dishe koilebi, itu laga interest tu Lender para nadibo.

6.8 Borrower para niche te illustration dia tu bujhikenna ase , **Broken Period Interest** /Pre-EMI Interest laga illustration upar te. Figures sab indication ase, aru Broken Period Interest/Pre-EMI Interest amount Loan amount, interest aro alak alak factors niche te dikhaidia tu:

Loan Rakam	INR 1,00,000/-	
Barshik Interest Rate (% p.a.)	16% p.a	
Poribesh	Poribesh 1	Poribesh 2
Disbursal Tarikh	2022-04-19	2022-04-20
Prothom Due Tarikh	2022-05-03	2022-06-03
Prothom Due Tarikh aru Loan Disbursal Tarikh or Gaps (A)	14	44
Prothom EMI or Dinor Byaj Charged (B)	14 (Actual din)	30
Broken Period (dinor khon) (A-B)	0	14
Broken Period Interest/Pre-EMI Interest (INR) tu	Rs 0	614(recoverable from customer)

6.9 Interest Rate Methodology

BACL loan laga interest rate alak alak hobo, BACL internal credit aro risk policy aro algorithmic multivariate score card laga basis te, Niche te dia variables khan ke milai kenna (t variablesiyate dia khan para bi alak alak bishi asei):

(a) Interest rate risk (fixed loan vs floating loan) Interest rate laga risk (fixed loan aro interest fixwd nahoa laga loan)

(b) Credit aru default risk related business segment te Baki aro wapas tera laga risk business te.

(c) Historical performance of similar homogeneous clients laga Poila kinika kuri kenna ase inika clients khan para. (d) Borrower laga profile.

(e) Industry segment Industry laga alak alak bhak.

(f) Borrower laga repayment track record Borrower para payment dia khan laga record.

(g) Collateral security laga nature aro value.

(h) Secured vs unsecured loan Secured aro unsecured loan majote.

(i) Subvention available Modot karne thakha poisa.

(j) Ticket size of loan Ekbar te loan tu kiman kiman chulabole pare.

(k) Credit Bureau Score.

(l) Tenure of loan Loan kiman din tak chulibo.

(m) Location delinquency aru collection performance Kot te terabo aro kinika teraise nahoile terabo.

(n) Customer indebtedness in other existing loans Customer para alak loan thakha khante kiman tera nai. Lender para kitnika kam kurishe loan portfolio upor te, itu laga hisap para upor te variables likha khan tu kitiaba kitiaba revised kuri thakhe.

7. REPAYMENT

7.1 Borrower para installment sop tu Lender ke due date age te dibo lagibo **Schedule 1** te likha nishena, interest logote, aro Processing Charges, costs, charges, expenses stamp duty nishena, registration charges, penalties, dushara incidental charges aru alak alak expenses bi, juntu Agreement aru Loan Documents laga samban ase, arosecurity preservation or realization laga expenses Lender para poisa phelaise nahoilebi phelabole thakhile. hobo. ECS/NACH or direct debit or PostDated Cheques laga instructions, Borrowerpara dialagate, principal amount, interest, financial charges aro alak Outstanding Dues sop Borrower para cover kurikenna ase. . Borrower laga written request te, Lender para tailaga sole discretion te Repayment Mode tu change koribo pare , hoilebi **Schedule 1** te . dia nishena swapping charges thakhibo.

7.2 Loan Recall: Agreement te kotha thaka sab kisu loi, Lender sole discretion te aru kono reason na di Loan amount recall kora bhal pae aru Borrower ke Outstanding Dues pay kora lagibo. Ei situation te, Borrower turat loan account close koribo/ Outstanding Dues Lender ke pay kora lagibo delay or demur na di. Borrower laga liability Lender lagat discharge hobo na paribo jodi Borrower pura Outstanding Dues pay na kore Lender lagat under this Agreement or addendums to this Agreement or anya Agreement/s, addendums Lender or its group companies.

7.3 Installment amount sab automatically change hobo jodi kunu rates, taxes, charges, imposts, levies, monies change hoi, nai Government Circulars including RBI laga, juntu installments or transaction contemplated hereunder para levied hobo nai, Borrower para dibo lagibo Agreement aru/na Applicable Law laga basis te.itu rates, taxes, charges, imposts, levies aru monies change karone Installments te change hobo, tai prospectively affect hobo aro itu Loan laga part maanibo .

7.4 Foreclosure of Loan: Borrower laga written request te, Lender Loan foreclosure koribo pare by accepting pre-payment of Outstanding Dues **("Pre-Payment")** subject to payment of Pre-Payment Charges (**Schedule 1 te mention kora**).

(a) Full Pre-payment/Foreclosure -

Borrower laga request te, Lender full & final Pre-Payment of Outstanding Dues accept korikenna Loan foreclosure koribo pare, jodi Borrower at least ek Monthly Instalment aru applicable Pre-Payment Charges, juntu Schedule 1 te mention korikenna ase, itu didishe koile.

(b) Part Pre-Payment

Borrower laga request te, aru Schedule 1 te Part Pre-Payment charges mention kuria nishena, pay korile, Lender para part Pre-Payment accept kuribo pare, provided part Pre-Payment amount tu minimum ek moina laga Instalment lagot barabar hobo lage aru Borrower para part Pre-Payment nakora age te at least ekmoina laga Installment dikenna thakhibo lage Schedule 1 te likhi kenna thakhia nishena. Borrower para part Pre-Payment kura basis te, loan tenure tu Schedule 1 te specify kura nishena ("Loan Tenure") kumti hoijabo nahoilebi aro monthly Instalment amount tu komti hoijabo aro loan tenure tu maintain koribo.

Borrower para janikenna icha kuribole lage ki Part pre-payment tu Lender laga account te cash nahoile Demand draft nahoile cheque para dibo lage. je Judi third party para Borrower laga nam te, Lender ke online transfer nahoile Demand Draft/pay order issue korile, itu Outstanding Dues repayment te consider kori jabo aro itu nishena drawdown tu koribole nadibo.

7.5 Jodi kunuba Outstanding due date tu business nakuria din hoishe koile, itu din laga next business day tu due date day ase koikenna manibo.

7.6 Kunu dispute nahoilebi difference thakhilebi, Borrower para kiki Instalments hoilebi, alak payment hoilebi na dikenna na thakhibo, aro Lender para Borrower laga bank te cheques/ECS/NACH nahoile alak Repayment Mode present koribo hak ase.

7.7 Borrower agree, confirm aru understand korise ki Lender, para tailaga sole discretion te, bishi bar alak alak dates te, Borrower bank account te thakhia laga ECS/NACH mandate nahoilebi dushara electronic nahoile clearing mandate (Borrower logot Lender favor te diya) present koribo pare, Outstanding Dues recover koribo karone aru pura Outstanding Dues na pa tak. . Borrower agree aro undertake kurishe ki tai kitiabi dispute nakuribo, Lender para presentation kuria te complain aro objection bi nakuribo. . Aru, Borrower understand aru agree kurishe ki cheques/ECS/NACH mandate aro alak electronic nahoilebi clearing mandate return hoile, Bounce Charges / EMI Default Charges lagibo for each return / dishonor/ Nonpayment of Loan EMI due date (jodi repayment mode cash hoile) aro itu Outstanding Dues tu Borrower logot para hai recover koribo.

7.8 Jodi loan tu ekjon para hahoile bishi manu para apply kuri kenna paise koile, borrower khan para janibole lage ki taikhan ekjon ekjon hisap para Agreement kuri ase aro taikhan Agreement hisap para Lender ke kuribole laga khan aro dibo laga khan sop kuribo aro dibo.

7.9 Borrower agree kuri kenna ase ki loan tu thik time te tera bole lage, EMI due date hisap te aro Borrower para kiki hoilebi itu Due date tu ekdom important aro necessary ase koi kenna jani bole lage. Nahoile Regulatory Guidelines hisap para Loan account te Due dianai koi kenna ahibo. Itu guidelines tu bujibo karne di kenna ase:

7.10 Moi buji sha aru agreed khori sha borrower khan para etu payment EMI(s) advance tae aru kiki l etu toh banabo la lage on or before seven (7) din etu la loan instalment due darik avoid khori bolae etu levy la bounce charges. Aru etu toh further buji ase aru agreed khori ase Borrower khan para etu la facility khan toh provided khori ase lender para purely etu la convenience borrower khan kae aru etu borrower agrees khori ase etu lender khan toh liable nohobo pay khori bolae kiki la interest etu EMI/s aru paid khoribo lagae advance nor offer kiki la rebate etu la interest amount payable borrower khan para.

REGULATORY REQUIREMENT		ILLUSTRATION
Special Mention Account (SMA) / Non-Performing Asset (NPA) hobo classification	**Loan account class hobo criteria,** Loan account class hobo criteria, Principal ba interest payment ba any other amount juntu pura ba part-wise overdue hoi (etia **"Loan Dues"** buli kowa) er upor adharit	**Loan Dues pay korar tarikh (January 07, 2022) & non-payment hobo classification**
SMA-0	Due Date logote 30 din pora Loan Dues na paise.	**SMA-0:** February 05, 2022 pora logote
SMA-1	Due Date logote 30 din pora 60 din pora Loan Dues na paise.	**SMA-1:** February 06, 2022 te, jodi bikhoyek loan dues pura bhare na hoy BACL-ot, tenaale SMA-1 buli klasifai kora hobo.
SMA-2	Due Date logote 60 din pora 90 din pora Loan Dues na paise.	**SMA-2:** March 08, 2022 te, jodi bikhoyek loan dues pura bhare na hoy BACL-ot, tenaale SMA-2 buli klasifai kora hobo.
NPA	Due Date logote 91 din pora Loan Dues na paise.	**NPA:** April 07, 2022 te, jodi bikhoyek loan dues pura bhare na hoy BACL-ot, tenaale NPA buli klasifai kora hobo.

8. SECURITY

8.1 Lender para IBorrower ke Loan grant kuri dise / grant kuri bole agree kura consideration te, Borrower ektah exclusive charge hypothecation of Vehicle(s) (Borrower para kinilase aru loan BACL para loi she) Lender ke favor te create kura ase. Vehicle(s) laga upor te security create kura ase by way of a first aro exclusive charge for due repayment aru discharge by Borrower para Lender ke, for the sum of Outstanding Dues junto te Default Charge, costs, charges, expenses aro baki monies payable in respect of the said Loan aru bhi for due observance, performance aro discharge by Borrower of all obligations arising out of or in respect of the said Loan or juntu para ekta pecuniary liability arise hobo aru for all costs on full indemnity basis, charges, expenses aro baki monies jun Lender insurance, protection, observance, enforcement or realization of the security connection te paid or incurred kura ase.

8.2 Vehicle(s) Motor Vehicle Act (MVA) meaning te ekta motor vehicle hoishe, aru itu appropriate Registering Authority (applicable jaga te) MVA under te register kuri bole lage. Borrower ensure kuri bole lage Lender charge of hypothecation appropriately Registering Authority te within 60 (sixty) days delivery of Vehicle to Borrower or/from the date of Loan disbursement te register hoi jabo aru Borrower Lender's charge of hypothecation Vehicle certificate of registration (R.C. Book) te note kuri bole aru Lender ke (proper acknowledgement under te) certified copy of R.C. Book juntu te Lender's charge note kura ase submit kuri bole within 65 days of Loan disbursement aru jodi **the "R.C. Book"** copy submit nakurilee, lender ke right ase loan recall kuri bole aru Borrower para asset recover kuri bole. Jodi Vehicle prior charge/hypothecation/lien or any other encumbrance te ase, Borrower immediately obtain kuri bole aro Lender ke irrevocable no dues certificate/release letter holder of such prior charge/hypothecation/lien or any other charge para submit kuri bole for the creation of hypothecation aro charge by the Borrower Lender ke favour te Vehicle(s) upur loan disbursement age te

8.3 Itulaga security Vehicle upor te create kura ase Loan repayment aro alak r Outstanding Dues juntu Lender ke due ase under this Agreement or any other Agreement/s with the Lender or its group companies, laga nature te continuing security hobo. Borrower Vehicle specifically itulaga security te appropriate kuri bole rakhibo.

8.4 Kimandin tak loan amount Borrower para due aru payable ase itu laga Agreement te nahoile dushara financial facility/loan jun Borrower para Lender logot para loa nahoile Lender laga Group Companies para availed kurikenna ase, Borrower para bikiri kuribole naparibo , transfer, dispose of, pledge, hypothecate or otherwise any charge or encumbrance create kuri bole, or allow kuri bole suffer any attachment or distress, lend or kunuba manner te possession para part kuri bole or deal kuri bole with Vehicle(s) in any manner whatsoever jun Lender laga interest ke prejudicial hobo. Borrower permit nokoribo kunuba act kuri bole kile koile Lender ke security para favour kuri ase, kunuba manner te prejudicially affect hobo or kunuba distress or attachment or execution kunuba creditor or otherperson(s) pra levied hobo.

8.5 Borrower agree aro undertake kuribo aro execute kuri bole such other deeds and/or documents aro perform kuri bole such other act jun Lender para required ase further perfect, preserve, protect and/or enforce kuri bole security create kura itulaga under te. Jodi Borrower same within time, stipulated by Lender in this regard te nokore, Lender or its agents irrevocably appointed aro authorised ase (as attorney of the Borrower) execute kuri bole such further documents jun necessary ase aro kunuba steps lobo jun preservation enforcement aro realisation of Vehicle itulaga under te required ase.

8.6 Jodi required, Lender para kunuba time te Outstanding Dues payment Lender ke satisfaction te nahoatak, Borrower provide further additional/collateral security(ies), jun Borrower undertake aro confirm kuribo free of any charge or encumbrance aru clear and marketable title hobo aru Lender ke acceptable form aro manner te.

8.7 Contractual Charge over Vehicle (Non-Hypothecation)

Gaari upor Contractual Charge (Hypothecation nai) Borrower (loan loowa manu) ekhon kotha mani ase aru agree korise ki, jodi gaari hypothecate kora nai Lender ke, aru RTO te charge register kora nai, taile bhi ei gaari loan laga main security hobo.

Borrower ekhon clear aru irrevocable (badli kora nai pare) contractual charge create korise Lender ke, financed gaari upor, accessories, improvements aru insurance laga paisa bhi include kori.

Borrower laga commitment ase ki:

i. Gaari ke sell, transfer, lease, pledge, hypothecate nai koribo, aru kunuba third-party ke nai dibo, Lender laga written permission nai thaka tak.
ii. Gaari ke bhal condition te rakhibo aru insurance thakibo.
iii. Lender laga interest protect koribo karone document aru declaration dibo.

Jodi borrower default kore:

i. Lender ke full right thakibo gaari ke physical possession loibo, aru sell, transfer koribo, loan recover koribo karone. Borrower full cooperation dibo aru Lender laga action te interfere nai koribo.
ii. Ei security interest borrower upor binding thakibo jabole loan pura repay kora nai hoi.
iii. Ei clause Indian law te enforceable ase, aru loan ke secured loan hisap te treat koribo.
iv. Borrower confirm kore ki ei clause Indian Contract Act, 1872 te enforceable thakibo jabole loan pura repay nai hoi.

Ei security interest Borrower upor binding thakibo aru continue koribo jabole Agreement te thaka sob paisa Lender ke pura diya aru satisfy kora nai hoi.

Dui party agree korise ki ei clause ekta contract laga enforceable security interest ase Indian law te, aru ei Loan ke secured loan hisap te treat koribo — accounting, regulatory aru legal purpose karone

8.8 Sale laga power

i. Event of Default (Clause 13) hoise koile, Lender entitled ase control and/or possession lobo, seize, recover, receive, security create kura tu hatai kenna (vehicle/s) and/or sell kuri bole public auction or private contract para, dispatch or consign for realisation or otherwise Vehicle dispose kuri bole aru enforce, realize, settle, compromise aru deal kuri bole kunuba rights or claims related thereto, without any of these powers exercise kuri bole bound nohoi or exercise or non-exercise thereof te kunuba losses ke liable nohoi aru Lender laga rights and remedies of suit or otherwise ke prejudice na kuri bole.
ii. Lender aro tailaga agent/service provider/s, or nominee para enforce kuri bole pare sob nahoilebi kunnuba part of the aforesaid security created over the Vehicle, with or without kunuba court or tribunal laga intervention te.

iii. Kunuba enforcement of security itulaga under te create kura over the Vehicle tu Borrower laga sole risk and expense te ase aro, lagishe koile , Lender para attorney kuribole pare Borrower lagan am para itulaga regard te.
iv. Borrower agree ase Lender ke sob charges jun Lender incur kura ase before or after sale of Vehicle pay kuri bole.

9. INSURANCE

9.1 Borrower Vehicle/s Lender ke satisfaction te insure kuribo aru insure rakhibo (time-to-time), Vehicle against sob force majeure events including theft, damage, flood, loss, destruction, accident, fire, third party liabilities aru sob other risks customary against a sum jun full market/replacement value of Vehicle equal ase with insurance company/corporation jun Lender approve kura ase Lender aru Borrower laga joint names te as loss payee or otherwise jun Lender require kuri bole pare. Borrower properly aru regularly sob premium pay kuri bolage, insurance policies renew kuri bolage as applicable aru kunuba act kuri bole or suffer kuri bole nai jun itu insurance ke invalidate or expire hoijabo.

9.2 Borrower icha hobole lagi ki samoi samoi te , insurance policies, premium receipts, notes aro alak documents ki Lender para lage ito insurance policies uporte itu Lender ke submit kuribole lage.

9.3 Jodi Borrower Clause 9.1 above te comply nakurile, Lender its sole and absolute discretion (without bound kuri bole) te, insure or Borrower ke require kuri bole pare, insure kuri bole Vehicle in such joint names te aru premium, other charges aru default charge, jodi ase, itu Outstanding Dues part form kuri bole Borrower Lender ke under this Agreement payable aro itu fully secured kuri bole as herein contained.

9.4 Borrower icha hobole lage kiki insurance para hoilebi poisa paise koile, itu poisa tu jihoilebi Agreement hisap te first Outstanding Due terabole lagibo, Clause 15.1 te likhikenna thakha nishena.

9.5 Judi vehicle tu ekdom bia hoigena lobo napari kenna, insurance company para poisa diatu Outstanding Due amount para komti hoile, Borrower para Agreement hisap te itia itia Outstanding bill tu teraidibo koikenna manibole lage.

9.6 Borrower undertake kuri ase itu sob terms and conditions insurance policies or any other agreement te jun insurance relation te entered into comply kuri bole. Kunuba event including an accident occurrence te jun Vehicle value diminish kuri bole pare, Borrower immediately Lender aru relevant insurance company ke writing under proper acknowledgement te inform kuri bole aro sob such actions undertake kuri bole necessary to minimize/mitigate damage jun caused or likely to be caused Vehicle ke.

10. REPRESENTATIONS AND WARRANTIES BY THE BORROWER

10.1 Borrower declare, represent, aru warrant kuri ase Lender ke:

i. Itu jani ase ki Lender para borrower laga representation, ki karne loan apply kurishe aro **Schedule 1 aro Schedule 2** te dia particulars sop saikenna bujikenna Loan dibole manishe.
ii. Tai logot te sop power, capacity aro authority di kenna ase ki Loan laga terms te dia nishena transaction hoilebi, action lobole thakhilebi aro kiki kuribole lagilebi kuribole mani kenna ase.
iii. Loan documents aro alak documents upor kiba kuribole ase koile, Itu kuria time te Burrower karne kiki legal ase, kiki kuribole pare aro kiki kuribole lage, kiki kuribole napare, itu sop saikenna hee kuribo.
iv. Kunuba Loan Document execution aro delivery, transactions consummation contemplated therein, nor fulfilment of, or compliance with, terms aru conditions of any Loan Document (i) Applicable Law contravene kuri bole nai or (ii) conflicts with or result in a breach of, or a default under, any of the terms, conditions or provisions of any agreement or instrument;
v. Kiki information borrower para nahoile borrower laga nam para Lender ke dikenna ase, itu sop tu hosa aro iko galti aro misleading nai.
vi. Kunu pending or, itu laga knowledge te, threatened action, proceeding, investigation or injunction, writ or restraining order Borrower ke affect kura ase nai before any court, governmental authority or arbitrator, jun reasonably expected kuri bole adverse effect enforceability of this Agreement or Borrower ability to perform its obligations hereunder, aro kunuba Insolvency Event Borrower relation te occur kura ase nai.
vii. . RBI, alak alak Bank aro kunkun financial institution hoilebi, borrower ke willful defaulter (icha hoikenna Loan natera) ase koikenna jananai.
viii. Itu exclusive responsible hobo delivery of Vehicle (secured hereunder) supplier/dealer/prior owner (as the case may be) para procure kuri bole. Lender liable nahobokunuba damage or loss caused to Borrower for any reason whatsoever including anything in connection with the disbursement of Loan amount, condition of Vehicle, its color, make model etc., aror Vehicle delivery.

10.2 Representations aro warranties contained aro stated in Clause 10.1 above repeat kuri bole deemed hobo by Borrower(s) on aru as of each day from the date of this Agreement until sob Outstanding Dues payable hereunder by Borrowers Lender ke full te repay kura hobo Lender satisfaction te, as if reference te fact aru circumstances existing on such day te made kuri ase.

11. BORROWER'S COVENANTSW

11.1 Borrower para sop rules and regulations hoilebi, kannun te kiki likhi kenna ase, itu sop manikenna jabole lage. Time time te Lender para alak kiki conditions Law laga hisap para banai kenna dishe koile, Borrower para itu sop mani kenna jabole lagibo.

11.2 Borrower laga expenses te, promptly sob further instruments aro documents execute aro deliver kuribo, aro sob further actions lobole aro furnish information aro documents jun Lender request kuribo, time to time.

11.3 Borrower obtain, comply kuribo aro sob necessary kuribo maintain kuribo full force aro effect te kunuba authorization required to (i) enable execute aro perform obligations under this Agreement aro Loan Documents; (ii) ensure legality, validity, enforceability or admissibility in evidence of this Agreement aro sob Loan Documents jun execute kora ase in connection with it; aro (iii) enable carry on business as conducted time to time.

11.4 Borrower para Lender consent nathakhise koile itu khan nakuribo lage (i) constitutional documents amend or modify nakuribo lage. (ii) kunuba amalgamation, demerger, merger or corporate reconstruction, change in constitution te nagushibo lage; (iii) partners botli kurile effect thakhibo (including by way of any voluntary retirement) / promoter / directors / core management, as applicable te change ; aro (iv) accounting method or policies currently follow kura change nakuribo unless expressly required under any Applicable Law

11.5 Borrower para Lender ke sob tailaga pocket para poisa chula khan reimburse kuribo (including stamp duty, registration fees aro other taxes, expenses etc.,) Lender para preparation, negotiation, execution, administration aro enforcement of this Agreement / Security aro Loan Documents deliver, itu sop karne poisa phekhabi sop terabole lage.

11.6 Borrower sob Taxes, rates, duties, charges, fines aro other imposts aru obligations pay aru bear kuribo, existing as well as those arising in future, in respect of the Vehicle aro the Loan.
11.7 Borrower hereby agree aro confirm kuribo Lender entitled ase receive kuribo refund of loan amount disbursed to supplier / vendor / dealer / distributor of the Vehicle on behalf of borrower or to the borrower, in cases jun te borrower default commit kuribo, under this agreement and/or RC transfer activities complete nohoi by supplier / vendor / dealer / distributor and/or creation of charge over the vehicle by way of hypothecation Lender favour te create kora nohoi or jun te purchase of such Vehicle cancelled ase kunuba reason whatsoever. In such scenarios, Borrower sob kuribo aru execute kuribo Lender require kora sob writings for getting refund of loan amount disbursed to supplier / vendor / dealer / distributor of the Vehicle.
11.8 Borrower agree kuribo jun Lender demand te, execute, sign such deeds, assurances, documents jun Lender absolute discretion te, time to time require or necessary consider kuribo safeguard interest aro Financing Documents effect kuribo. Borrower agree kuribo jun obliged ase Lender ke submit kuribo updated KYC documents within 30 days of such change/update, if any
11.9 Borrower para manigena aro kuribole lage ki, schedule 1 te likha upor te kiba kibi galti thakhi se koile, Lender ke galti hua jana logot logot te likhi kenna janai dibole lage.
11.10 Borrower para manigena aro kuribole lage ki, Gari laga kiba security problems like court attachments/confiscation proceedings nahoile alak security problems ulaishe koile, Lender ke joldi likhikenna janai dibo lage.
11.11 Borrower para confirm aro undertake kuribo lage ki,tai ensure kuribo lage availability of funds in the bank account on which cheques / ECS / NACH drawn / provided aro Borrower sob time te such bank account close nakuribo nor Borrower bank ke stop payment instruction nadibo until sob final payment of Outstanding Dues, in the opinion of Lender, Lender ke full te pay kuribole lage Borrower para.
11.12 Borrower para nam change nakuribo lage aro Borrower bank account kuntu cheques / ECS / NACH drawn / provided i,Lender laga consent nathakhile change kuribole napare.
11.13 Borrower para Lender ki likhikenna agete jainaidibo lage (under proper act) nahoilebi email para hoilebi janai dibo lage(customercare@bajajautocredit.com)
a. Borrower laga registered address, Email, Mobile Number botli kurishe koile, Lender ke joldi janai dibo lage.
11.14 Lender entitled ase revise kuribo Interest Rate from time to time, during term of Loan, at its sole discretion or due to change in the regulatory requirements aro revised Interest. However, such changes exigency scenarios te effect hobo only depending on macro economic scenarios, etc. Revised Rate Loan part form kuribo deem hobo. Kunuba revision in Interest Rate effective hobo from a prospective date aru Lender notify kuribo Borrower ke in advance to this effect by way of update on its website or any other mode deemed fit by Lender aro same Borrower binding hobo. Monthly Instalments automatically change hobo by reason of change in kunuba rates, taxes, charges, imposts, levies aru monies whatsoever jun or hobo levied on Monthly Instalments or transaction contemplated hereunder or hobo, Borrower by virtue of this Agreement payable by. Aforesaid change in Monthly Instalments only prospectively effect hobo.
11.15 Borrower notify kuribo Lender of any Event of Default (aru steps, if any, remedy kuribo leina) promptly upon becoming aware of its occurrence. Kitiaba Default hoishe koile Borrower para jana logot logot Lender ke janai dibo lage (inika aro nahobo karne kiba kurilebi janai dibo).
11.16 Borrower notify kuribo Lender of details of any litigation, arbitration, investigative or administrative proceedings jun current ase, threatened or pending ase against it, aro jun might, if adversely determined, Material Adverse Effect hobo
11.17 Borrower:

i. Borrower para Lender laga favour te documents thakha khan,Registering Authority para hoilebi, alak authority niche te hoilebi, MVA niche te hoilebi, Gari Loan ase koikenna record thakha documents khantu sop sign kuri kenna dibo lage.
ii. Gari laga RC, Gari laga insurance policy harishe, bia hoishe nahoile rakha laga jaga paorishe koile Lender ke 3 business day majo te likhi kenna janai dibo lage.
iii. Gari laga Duplicate R.C. book apply kuribole napare(Lender logot para NOC naloile)nahoile itia koa nishe na Lender logot te, application dikenna taipara bi Gari upor laga dam ase koi kenna jani dibo lage.
iv. Gari laga registration tu alak town/city te transfer kuribole napare. Kot te kurishe, ta te hee hobo.
v. Itu agreement hisap aro alak Loan document hisap te hoile, transfer kuribole iko rights nai, transfer tu sop hoilebi, adha hoilebi naparibo.

11.18 Borrower ke Lender para demand kurishe koile:

i. Borrower para Gari/Gari khan sop Lender laga hat te didibo aro itu laga upor te nominees hobi agents/Service Provider(s) (as case may be) hobi, sop dibo lagibo.
ii. Transfer, deliver aro endorse kuribo sob registrations, policies, certificates aru documents relating to Vehicle to Lender, its nominees or agents/Service Provider(s) (as case may be);
iii. Sob kuribo aro execute kuribo or cause kuribo done aru executed at costs aru expenses of Borrower(s), sob acts, deeds, assurances, matters, aro things jun Lender require kuribo further assuring aro confirming security created herein aru rights, powers aru remedies hereby conferred.

11.19 Borrower ensure kuribo due care of Vehicle in manner a reasonable aru prudent person hobo aru inform kuribo Lender promptly in writing under proper act. of any theft, loss, fire or damage to Vehicle, lodging of any claim whatever with any insurance company in respect of Vehicle, intimation to local authorities, aru such writing deliverkuribo Lender ke (with proper acknowledgement) within 3 (three) Business Days of such damage or lodging of claim.
11.20 Borrower understand aro acknowledge kuribo jun Lender aru/or kunuba officers, service provider(s), representatives, auditors, technical experts, management consultants, valuers or kunuba persons authorised for purpose by Lender, reserves right to enter without notice aro at expenses in all respect of Borrower, office, house, premises of Borrower where Vehicle(s) ase/parked aro verify aro inspect condition aro existence of Vehicle aro all documents relating thereto for verification thereof or making valuation by Lender, including taking back possession of vehicle (Events of Default) aro no further consent required ase by Lender from Borrower in this regard.
11.21 Lender right ase all or any of Vehicle valued by an appraiser and/or a valuer appointed by Lender aro such valuation thus obtained binding hobo on Borrower aru fees aru expenses of such valuation exclusively Borrower para bear kuribo aru treat hobo as advance paid to Borrower aro repayable by Borrower to Lender aro fully secured by this Agreement.

11.22 Vehicle all times during currency of this Agreement aro as long as kunuba money remain due aru owing to Lender under this Agreement aro kunuba other Agreement(s) with Lender or Group Companies, maintain aro keep working order aro good repair aro further undertake aro agree material alterations to Vehicle without prior written consent of Lender kuribo nohoi.Borrowers authority create lien upon Vehicle in respect of such repair/servicing kuribo authority or deemed authority nohoi.
11.23 Borrower agree kuribo upon occurrence of Event of Default as specified in Clause 13 (Events of Default) below, exclusive possession aro control of Vehicle Lender ke hand-over kuribo aro necessary documents execute kuribo facilitate assignment, transfer or sale of Vehicle by Lender upon such Event of Default.
11.24 Surplus realization if any, from net proceeds of sale of hypothecated Vehicle (i.e. after payment of all Outstanding Dues), applied kuribo for repayment to Lender of all other debts aru liabilities of Borrower due aru payable to Lender or kunuba of its Affiliates, on kunuba other account(s). If net sale proceeds/sum realised by such sale insufficient ase to cover Outstanding Dues, Lender entitled ase any other moneys in hands of Lender and/or its Affiliates on kunuba other account aru in kunuba other capacity, standing to credit of Borrower towards payment of such Outstanding Dues to Lender apply kuribo. If there still deficiency ase, Borrower forthwith such deficiency within 7 days of intimation from Lender pay kuribo. Nothing contained herein Lender's legal remedy against Borrower prejudice or affect kuribo nohoi.
11.25 Borrower hereby agree aro authorise kuribo Lender contact kuribo Borrower (through kunuba mode as Lender deem fit) cross sell its other products aro services (like insurance, Value added products etc.,) products aro services of its Affiliates, to the Borrower.
11.26 Borrower para itu khan sob tera bole lagibo -stamp duty, stamp duty penalties, registration fees aro similar taxes aro duties, alakcharges aro expenses jun or become payable in connection with entry into, performance or enforcement of this Agreement and/or Loan Documents whether at time of execution or thereafter pay kuribo.
11.27 Loan Borrower kunuba reason whatsoever including but not limited to return of vehicle by Borrower, non-endorsement of hypothecation of vehicle in favour of BACL, Borrower forthwith Loan disbursed by Lender to Borrower repay kuribo, failing which, same will be considered as Event of Default.
11.28 Borrower para KYC update naihoile kiba kibi botli kuri kenna thakhile, itu update tu 30 days bhitor te Lender laga hat te bi dibole lagibo.
11. 29 Borrower khan toh induct nokori bo manu kae kun la nam appear khori sha list tae etu Willful default etu board or etu manu in charge aru responsible etu la management etu affairs etu la entity. Bychance enika manu pai sha khoi lae etu board or wtu manu in charge aru responsible etu la management etu affairs etu la entity, borrower expeditious lobo aru effective steps etu removal enika manu kae board para or etu being in charge etu management aru intimation writing tae Borrower khan para etu khan toh served hobo Lender khan etubi 3 working din la such decision tae
11.30 Personal Information :- Borrower buji ase aru agrees khori ase etu Borrower personal information toh collected hoi ase online system tae OEM loi tae etu manufacturer la Vehicle i.e. Bajaj Auto Limited / Chetak Technologies Limited), etu include khorae, hoi labi limited nohoi etu Vehicle information, i.e., State la Charge, Vehicle Location data (GPS), Engine/Chassis number, Instantaneous Voltage, Terminal temperature, Instantaneous Current, State la Charge, Distance to x% SoC, Total Distance travelled, Instantaneous Speed, Key In status, Mode la driving, Charging plugged/unplugged, Deaccelerating > 2.5 MPSS, Speed> 40kmph etc.. Etu kiki la change Borrower's Personal information Borrower khan inform khoribo la lage OEM manufacturer tae i.e. Bajaj Auto Limited / Chetak Technologies Limited registered office Akrudi, Pune-411035, Maharashtra etu bi written notice tae.
Usage: - Etu purpose la loan security aru hypothecation, Lender khan vehicle location data obtain khori bo lage aru related gari data OEM tae.
Consent: - Borrower agrees khori ase etu Lender khan seek khori bolage access khoribo lae etu above Personal Information OEM tae etu kitya required hobo Lender khan para. Borrower unconditionally hereby di ase Lender consent & permission access khori bo lae Borrower's personal information available etu OEM loi tae
11.31 Borrower toh hoile hodai, tailaga BACL, officer(s), auditors (Internal / external) ke allow kuribo unrestricted right access, examine aro audit kuribole khan nimite kunba suspicion / indication wrongdoing nahoilebi fraudulent activity/transaction in Borrower loan account nishena khan teh. Borrower manjuri di asee sob alag documents aro records khan di dibo koina Borrower bora dui din bitorte called upon kuriya khan khali nahoilebi BACL bora lagiya required samai majote. Borrower aro bhi manjori di asee (without any demur) appear kuribole (in person) BACL officers/its auditors khan logote (internal /external) Lender bora pace designate kuriya pace teh prompt aro accurate audit samai teh ensure hubole nimite.

12. DISCLOSURE

12.1 Borrower agree aru understand kuribo ki Loan grant kora pre-condition hisap te, Lender para Borrower laga consent lage for disclosure Lender para information aro data relating to Borrower laga Loan availed of/to be availed by Borrower, obligations assured/to be assured by Borrower related to, default, if any, committed by Borrower in discharge thereof aru any other information jun Borrower Lender ke provide kora ase. Borrower further declare kuribo je information aru data jun Borrower Lender ke furnish kora ase, true aro correct ase.
12.2 Borrower para Lender ke sop nahoilbi, kunuba thakhile, kanun laga hisap para disclosure kuribole paribo nimite icha dishe:

i. Borrower laga upor te information aro data.
ii. Borrower para, Co-Borrower/Co-Applicant para Loan pa laga/pabo thakha laga information aro data
iii. Borrower para tera bole thakha naterai kenna thakhile nahoile bi tai kuribo le laga nakurishe koile

As Lender deem appropriate aro necessary disclose aro furnish kuribo RBI or any other regulator, Credit Information Companies (**"CICs"**), Central KYC Registry, NSDL, CERSAI including but not limited to TransUnion CIBIL Limited aru/or any other Credit Bureaus / Agencies authorized in this behalf by RBI aru/or under Applicable Law aru/or Information Utilities (**"IU"**) or any other person pursuant to Insolvency and Bankruptcy Code 2016; aru/or any other statutory or regulatory or law enforcement authority (including Court aru/or Tribunals).
12.3: Borrower bujikenna aro manishe:

i. CIC nahoile alak agency/authority khan, Kanun laga hisap te authorize kura khan para Borrower laga information Lender para dia tu kite chulabo, kite process kuribo taikhan hai kuribo.
ii. CIC aru any other agency / authority under Applicable Law so authorized furnish, for consideration, processed information aro data nahoilebi products thereof prepared by them, to Lender / financial institutions aro other credit grantors or registered users, as specified by RBI in this behalf.

12.4 Borrower agree aru understand kuribo ki Lender para any information / documents relating to Borrower any third partyincluding Lender's Affiliates disclose kuribo for providing other products, promotions or any other purpose including processing of Loan application, as Lender deem fit.

13. EVENTS OF DEFAULT

13.1 Niche te dia khan tu hoishe koile (**"Events of Default hobo"**):

i. Default in Payment: Itu mane, time te terabole lagia aro kuribole lagia khan nakuria. Itu khan tu hoile Principal laga instalment aro/nahoilebi Outstanding Dues laga interest, compound interest, additional interest, alak terabole thakhia laga charges/expensesnahoilebi itu Agreement bhitor te terabole thakhia sop poisa naterai kenna thakhia, Agreement kuria time te nahoikenna itu pichete aro add kuria laga agreement khan nahoilebi alak Loan document khan te likhia laga.
ii. Breach of Obligations: Itu Agreement bhitor te kiki kuribole aro sabole likhi kenna ase itu nakuri kenna nasai se koile.Itu akela nahoi kenna alak Loan document hoilebi, security documents hoilebi terms and conditions itu Loan laga upor te kuribole thakhia nakurile.
iii. Default Under Other Loans: Judi borrower para Lender nahoile Tailaga Group Companies khan ke, kiki laga terms and conditions hoilebi itu hisap para kuribo thakhia tu nakuri kenna ase koile.
iv. Adverse Circumstances: Judi Borrower laga upor te kiba ekta bia hoikenna, itu Agreement hisap te Outstanding Dues dibo thakhia dibo napari se koile, nahoilebi itu agreement aro alak alak agreement piche te add kuria khan te likhia nishena tai kuribole lagia khan tu kuribole napara hoishe koile.
v. Eroded Financial Position: Judi Lender para borrower laga poisa condition tu ekdom bia hoija tu jani kenna aro Borrower para tera bolle thakha tu terabolle naparibo koi kenna Biswas ase koile.
vi. False Representation: Itu Agreement hoilebi , alak Loan Documents te hoilebi Borrower para misa koi kenna likha aro misa para warranty dia laga piche te janishe nahoilebi durishe koile, aro ekdom necessary aro essential information tai chupaise koile.
vii. Failure to Furnish Information: Borrower para kunuba lagi kenna thakhia information nahoile documents dibo naparile.
viii. Death or incapacity: Kunuba borrower murishe nahoilebi iko kuribole napara hoishe koile.
ix. Insolvency Event: Borrower logot te ekdom solve kuribo napara laga din ulaile.
x. Execution Against Assets: Borrower para terabole naparia karne tailaga kunuba saman nahoilebi pura saman loi dishe koile.
xi. Default Under Agreement: Borrower tu Default te ase koi kenna manibo, kitia tai Lender logot te agreement thakhia hisap te hoilebi, tailaga Affiliates khan logot hobi, nahoile kunuba Bank aro financial institution hobi, dibole thakha khan tu sop di kenna Lender ke satisfy nakura tak.
xii. Vehicle Issues: Gari tu bia kurishe, chor hoishe, bishi bia hoishe aro Lender laga hisap te ekdom dam niche hoishe, nahoilebi Kunnuba Galti kam te chulaishe koile.
xiii. Failure to Register or Insure Vehicle: Borrower para Registration authority kun ase itu logot te Gari laga security karne register kuranai, Time time te security karne Gari tu sop phale insure kuria nai, Hypothecation laga charge registration records bana time te nadishe koile, taxes nadia karne nahoilebi permit khan renew nakuria karne.
xiv. Unauthorized Transfer of Vehicle: Borrower para transfer kurishe nahoilebi kuribole khushish kurile, bikiri, manu ke dam loi kenna chulabole dia, dikdar dia aro tailaga nam te girwi te rakhia.
xv. TMovement of vehicle: Borrower para register kuria laga State para loija.

13.2 Agete dia laga khotha te, kitiaba inika hoishe, nahoilebi hoi ashe koile, Lender para ki kobo itu hee Borrower para mani kenna thakhibo lage

13.3 Default hoishe koile kiki hobo:

Kitia hoilebi Default hoishe koile, Lender laga rights hee hobo, Borrower ke najanai di le bi:

i. Recall/Demand payment: Loan tu sop wapas kuribole nahoilebi dibo karne demand kuria laga, interest milai kenna, installments dibo thakha khan, Dues bachia khan, agete didia laga charges, thik time te nadia karne charges uthia khan, EMI nadia karne charges, time te narera karne charges, nahoile itu Agreement hisap para dibo thakha khan.
ii. Seize Vehicle: Gari tu kotte thakhilebi jai kenna wapas loilobo aro Gari laga parts khan bi loilobo, Clause 13.4 te likha nishena, Gari tu aution te hoilebi, private contract te hoilebi, tender te hoilebi, alak alak rasta chulai kenna bikiri nahoilebi hatai dibo.
iii. Disclose Default Information: Borrower laga default (natera) tu Credit Bureaus (CIBIL) khan ke janaidibo lage, juntu RBI para authorized kuri kenna ase.
iv. Published Default Details: Borrower laga sop particulars, tailaga naam, tailaga company/firm/unit aro itu khan laga directors/shareholders/partners/propriertor sop ke RBI laga neum hisap para defaulters ase koi kenna kobo aro disclose kuribo.
v. Exercise Rights: Rights thakhia khan chulabole para laga juntu chulabole para laga law bhitorte aro/nahoilebi Loan kagoz te dia laga, Section 138 of the Negotiable Instruments Act, 1881, Section 25(1) of the Payment and Settlement Systems Act, 2007, Indian Penal Code, etc milai kenna.
vi. Default Under Other Loans: Kitia laga Default hoilebi, Alak loan(s) laga hisap para Lender aro tai laga Group companies khan upor te default kuria nishe lobo.
vii. Borrower authorizes khori ase lender khan kae fetch geolocation telematic data etu la secured loan vehicle Lender khan para (herein) etu GPS tracker para installed khori sha gari tae invoiced dealer khan para etu la gari tae / or etu manufacturer etu la gari or OEM(Original Equipment Manufacturer)" para.

13.4 Enforcement of Security

Niche te likha khan te default hoishe koile:

i. Enforcement by BACL: BACL, aro tailaga agent/service providers nahoile nominee para kuribole laga khan sop nahoilebi kunnuba kuribo pare Gari upor te (Gari wapas loi lobo paribo) court para iko kurilebi nakurilebi.
ii. Risk and Expense: Gari laga Security upor te kiki hoilebi Borrower laga risk aro expense te hee hobo. Itu kotha te Borrower laga naam para BACL hee attorney kuribo.
iii. Kinika wapas lobo:
    1. BACL para borrower ke 7 din notice pathabo tailaga baki terabole. Itu piche te bi naterai le BACL para Gari tu wapas loi lobo.
    2. Wapas loi lua piche te, BACL/its authorized officers/agents khan para Gari laga sop jankari kuribo.
    3. BACL para Borrower ke sop information dibo aro tailaga baki tera bolle kobo, itu Gari bikiri nakuria agete.
    4. Borrower ke tailaga baki 7 din bhitorte tera bole kobo, interest khan bi sop milai kenna. Itu 7 din bhitor te bi terabole naparile, BACL para Gari tu public nahoile private aution nahoilebi kotha milai kenna bikiri kuribo pare.
    5. BACL para bikiri kuria tu valid hobo aro sop para manibole lage. Borrower para itu upor te iko kobo naparibo aro claim bi kuribole naparibo.

6. Borrower para taike khobor kuralaga 7 din bhitor te sop loan aro terabole laga din agee te terai dia laga sop payment kurishe koile Gari tu wapas pabo pare. Itu tu hoile RBI laga changes/modification aro alak regulatory guidelines laga hisap para hee hobo.

iv. Prevention of Obstruction: Lender para Gari loishe koile, Borrower para nadibo nahoile dikdar nakuribo koi kenna icha ase. Lender laga representative khan para Gari auction te hoilebi, iko loss nathakhi kenna alak manu ke dibo paribo kar ne taikhan hak ase.
v. Payment of Deficiency: Borrower para Kunuba jaga te komti hoishe koile Lender ke aro dibo. Borrower para dia laga poisa tu kot te komti hoishe itu account te adjust kuribo. Lender para bikiri nakurilebi, hire te nadilebi, borrower laga against te jabole paribo. Bikiri kuria piche te bi judi poisa komti hoishe koile, kiman komti hoishe, itu amount tu borrower logot para lobo paribo. Lender para kunuba ke itu Outstanding amount tu lobole pathabole pare nahoile security thakha khan tu chulabole paribo.

14. LIEN/SET-OFF

BACL hobopare, but obligation nai, exercise lien juntu bhi dusra account te held ase BACL te aro adjust aru set off kuribo juntu bhi Outstanding dues Borrower logote juntu bhi account para BACL logote. BACL toh sob right reserve kuribo aru NOC (No Objection Certificate, form 35) charge release karibo aru hold kuribo, hasta sob outstanding dues itu loan laga bhitor te thaka aru kunba dusra loan Borrower logo te asse BACL logote, including kunba Child Loan/s or from BACL Group Companies, Borrower para paid kuribo in full aru set off, realisearu aru sell kunba bhi assets Borrower laga juntu security ase aru/na aru adjust proceeds towards repayment of this Loan **aru/na any other loan(s)**, including kunba Interest, other charges/expenses due aru payable by the Borrower to the Lender under this Loan aru/na any other loan(s). BACL may, jitu bhi reasonablepracticable thake, set off right exercise kora por, Borrower ke notify kuribo. Jodi lien exercise kora lage kunba existing account te, BACL reasonable notice provide kuribo prior to lien exercise against any account of the Borrower or Court/authority laga decision uporte.

15. MISCELLANEOUS

15.1 Judi Lender laga bhabana alak huanai koile, iyate likhi kenna thakha itu Ageement hisap te payment nahoilebi pichete aro add kuri kenna thakha, Borrower para icha kuri kenna thakha Agreement, nahoile Lender para aro janai dia laga, itu sop tu niche te dia nishena hobo.

- Saman (Gari) wapas loi lua charges (Repo/Surrender Charges).
- EMI dibole time par.
- Advance para EMI dikenna thakha.
- Deri hua para charges (other overdue charges).
- Poisa nathakha karne charges/EMI nadia karne charges.
- Gari parking laga charges.
- Kanun charges
    - Last te, alak kiki charge thakhilebi, aro Lender para Borrower logot para kiki mangibole pare itu Loan Document hisap para.

  Borrower para tailaga icha dikenna ase ki, iyate upor te likha khan tu taike koishe koile Lender para aro botli bi kuribole paribo.

15.2 Law para aro alak kiki para hoilebi, Lender ke generally nahoilebi special para Saman rakhibole hak di kenna ase, Borrower para terabole thakhia khan itia hoilebi piche te hoilebi naterai le, Lender para tailaga rights aro tai kiki kurile bhal hobo itu sop tai kuribole paribo. Itu Agreement te securities, rights, aro remedies khan nahoilebi alak securities, rights, aro remedies remedies khan bi chula bole paribo.
15.3 Rights khan chulabole, Lender para iko nacharibo aro deri bi nakuribo (Default laga charge loi le bi naloi le bi), Itu Agreement hisap te tailogot sop takat ase, time te natera laga upor te iko kuranai koile, itu default karne loss hua laga tu Lender para hee map kurishe koi kenna manibo. Inika deri kuria laga aro iko action nalua karne, Borrower upor te Lender laga rights khantu iko asar nahobo.
15.4 Gari tu dibole dheri hoishe, delivery huanai, bhia ase, bhia kurishe, nahoilebi tailaga model aro color tu quality thik nai koilebi Lender laga iko responsibility nai. Itu upor te Gari laga registration, permit lobo karne (ase koile), Renew kuribole, fitness test kuribole, PUC, insurance aro renewal, nahoilebi tax dibo karne Lender laga iko responsibility nai. Itu khan sop te Borrower laga responsibility ase. Gari te kiba bhia hoishe koile aro kun lagan am para Gari thakhibo koi kenna chuchishe koi le bi Lender para iko responsibility naloi kenna borrower para hee sop thik thak kuribole lage.
15.5 Lender para tailaga rights chulai kenna Borrower ke agete khobor dilebi nadilebi, sop nahoile kunuba part ke di dibo pare, bikiri bi kuribole pare, transfer nahoilebi botli kuribo pare, nahoile tailaga rights aro obligation thakha bi komti kuridibo pare itu Agreement hisap para alak bank, , financial institution, trust, special purpose vehicle, fund nahoilebi alak man uke. Inika hoishe koile, borrower para itia kua khan tu sop sai di kenna kuridibo lage.
15.6 Clause 11.12 hisap te itu agreement tu bhal hobo karne aro banabole paribo, itu nouton agreement para sop ke bandi bo aro phaida bi hobo
15.7 Judi itu agreement te kunuba likha khantu valid nai, chulabole napare nahoilebi kunuba jagate kanun hisap te thik nai koile, Agreement te dia laga alak part khantu iko asor nahobo aro dikdar nahoi kenna chulibo. Duita party milai kenna valid nahua laga, chulabole napara laga aro kanun hisap te thik nathakha khan tu ike logot botli kuribo aro kinika agete di kenna ase, itu nishena chulabo paribo nimite banabo.
15.8 Itu Agreement hisap te unnuba certificate te aro kiman rate nahoile poisa likhi kenna ase, jani jani kena iko galti nai koile, itu kotha upor teLender laga kotha or icha hee lobo.
15.9 Itu Agreement hisap te Borrower para kiman poisa terabole ase, sop hisap kitap kuribo, piche te dibo karne rakhi kenna komti bi nadibo, dibole suru kuribo, komti kuribole aro nakobo, nahoile kanun hisap te tax khan dibo lage koi kenna rakhia laga nahoishe koile, iko te komti nakuri kenna dibo.
15.10 Borrower para jani ase ki, BACL para icha hoile tai laga interest bi komti kuri dibo pare, Last EMI bi maap kuri dibo pare, poisa wapas dibo pare, nahoile special schemes bi dibo pare, hoilebi itu sop tu hobo paribo kitia Borrower para tailaga Loan laga instalment khan tu deri kuri kenna nadibo nahoilebi nadi kenna narakhishe koile. Kitia inika offers thakhibo, BACL para Borrower ke janai dibo
15.11 Borrower para itu Agreement tu khotom kuribole naparibo tai poisa sop nateraishe koile, itu Agreement akela nahoi kenna borrower aro BACL laga alak alak Agreement thakha khanbi milabo.
15.12 Kaam thakhishe koile, Borrower para Lender ke niche te dia khan te contact kuribo paribo:

i. Lender laga website sabo paribo www.bajajautocredit.com,customer care call kuribo paribo,customercare@bajajautocredit.com state-wise customer helpline number te, nahoilebi Lender laga Mobile App "My BACL" Play Store/Apple App Store para download kurile sop Loan gaga details aro logot logot te service paijabo.

ii. Customer Grievance Cell te bi likhi kenna pathabole paribo, itu to hoile BACL Registered Office Customer Care, Bajaj Auto Credit Ltd, Akrudi, Old Mumbai-Pune Highway, Pune-411035, Maharashtra, nahoilebi email pathabole paribo customercare@bajajautocredit.com Judi itu khante huanai koile, first level te Head Customer ke headcustomercare@bajajautocredit.com te contact kuribo, second level te Nodal Officer at nodalofficer@bajajautocredit.com te contact kuribo. Lender para complaints dia tu 15 working din te jawab di dibo.

16. Integration and Supersession Iyate thakha Agreement, Schedule aro alak documents khan te, sop terms and conditions bi milai kenna ase, itu karne agete kinika kotha milai kenna likhishe, itu khan sop itia para nachujabo.

17. Confirmation of Explanation Agreement te likha terms and conditions tu Loan lua time te Lender para bhahal ke jana kotha te samjaishe aro bujishe koi kenna Borrower (Borrower/Co-applicant/Co-borrower) para confirm kurishe. Agreement laga copy tu Borrower para hat te nahoile electronic mode/media te dishe. Itu piche tehee Borrower para tailaga signature dishe, thumb impression dishe nahoile tai manishe koi kenna electronic media te koishe.

Judi alak alak kotha te, alak alak matlab ulaishe koile, itu Agreement laga kunu part te hoilebi, English te likha tu hee manibo.

18. COMMUNICATIONS

18.1 Itu Agreement laga kotha te Borrower ke kunuba notice dishe koile, Borrower ke dia tu valid ase koi kenna janibo, Ordinary post para pathai lebi, registered post hoilebi, electronic media juntu Borrower laga mobile number aro email te hoilebi, nahoile lebi tai laga address juntu Schedule 1 te di kenna ase. Itu te, Borrower laga itia ki business aro poila ki business thakhishe, nahoilebi tailaga private address itu khan sop milai kenna ase (lender logot te register kuri kenna thakha nahoile biswas kuribole para manu logot para paa laga). Ki laga notice hoilebi, Ordinary hobi, registered dhobi, post kuria nahoile electronic media para patha tu 48 hours bhitor te Borrower para paise koi kenna manibo.

18.2 Lender aro third-party service providers khan itu Agreement te aro alak kanun laga hisap te hoilebi right ase ki, judi thik time te naterai kenna default hoishe koile, Lender, tai para authorize dia, agents, sevice providers, aro third patry khan, sop ke authorize di kenna ase, Borrower laga contact details chulabole aro kotha kobole (authorized signatories, representatives, aro ghor manu khan ke bi milai kenna). Itu upor te bi, Borrower para time time te tailaga Outstanding Dues terabole reminder pai thakhibo, itu reminder tu post para hoilebi, fax, telephone, email, SMS text messaging, Bitly, WhatsApp nahoilebi tailaga phone te ahibo.

19. Electronic Media

19.1 Borrower confirm kuriasse, sob bujikina arru manikina ase ki online acceptance itu Agreement laga aru dusra Loan Documents kunbi addendum/s milaikina internet/world wide web) website te juntu binding laga result te ulabo duita parties laga bhitorte.

19.2 Borrower janikenna ase ki transmission itu Agreement aru dusra Loan Documents, terms aru conditions aru kunbi revision/modification thereof, instructions, acceptances aru communications **(“Communications”)** electronic para ase matlab ase such as email, facsimile, SMS text messaging/Bitly, OTP (One time password) authentication, WhatsApp, websites, online acceptance, etc. **(“Electronic Media”)** risks laga bisi chances thake fraudulent alterations aru incorrect transmissions aru absence confidentiality laga milai kina. Itu karne Borrower desirous asse Communications lobole aru providing Communications Lender ke Electronic Media para thaka bisi matters te itu Agreement laga bhitorte including in relation to the Loan and the operation thereof.

19.3 Borrower Buji asse aru acknowledges Kari asse ki iyate inherent risks ase involved in sending the instructions/communications/documents/notices via email and /aru kunbi dusra electronic **("Electronic Media")** /written form te aru yete agree aru confirm kuri asse ki sob risks ulaithaka tu fully borne hobo Borrower para, whether or not it has resulted due to any non-communication, miscommunication, or technological error Lender laga control laga beyond te. Aru agge Borrower duly kuribo aru inform kuribo likhit te Lender ke change karne email te id/address/mobile number aru indemnify the Lender against kunbi non-communication, miscommunication, error, loss aru damage aru nohoile Lender ke hee caused hobo

19.4 Borrower hereby waives off Kuri ase from making any claims/demands/compensation/complaints against Lender aru itu laga associates/group companies/assigns aru solely liable hobo lage disclosure karne kunbi personal/sensitive personal information exercising proper due diligence nakurikina Borrower’s end te.

19.5 Borrower khali official website/links of Lender/its associates/group companies/assigns kuribo lage for availing products/services by inputting the domain information.

19.6.Borrower janibo lage data/privacy breach kiman risk te thakibo, aru Borrower loi asse ki Borrower solely liable hobo kunbi unauthorised disclosure breach laga data karneetc. aru kunbi direct/indirect losses kunbi party para suffered kurese koile itu te hee. Borrower nijor janibo lage ki tailaga personal data/sensitive personal data (including but not limited to any passwords, financial information, account details, OTP etc.) are NOT shared/stored/made accessible through:

i. Any physical kua tu hoile Borrowers para janikena hoilebi najani kenna hoilebi (alak manu nahoile third party ke disclose kuridia).

ii. Through any electronic mane niche te dia laga precautions/safety measures te dia khan manikenna follow kuria laga.

a. Borrower para website address bar te “http” dikhi asena nai, online transaction nakuria age te check kuribole lage;

b. Borrower para third party extensions, plug-ins nahoile taikhalaga web browser te add-on khan nakurile bhal ase. kile koile, manu para personal information track bi kuribole pare aro chor bi kuribole pare;

c. Borrower para hodai web browser te information type kurikenna auto-fill nakuri le bhal ase, kile koile, inika kuria tu personal/sensitive personal information thakha tu risk hoijai;

d. Borrowkunbi darknet, unauthorized/suspicious websites, suspicious online platforms nahoilebi download applications nakuribo lage, unreliable sources para.

e. Borrower nijor laga domain/website laga cookies disable kuribo lage, ensure kuribo karne ki tai khan laga kunbi personal information tracked nahobo karne third party khan para

f. Borrower para generic emails unknown/unidentified source/s khan respond nakuribo lage;

g. Borrower check kuribo privacy policy kunbi website/application ke janibo karne ki keneka type laga information collected hobo aru manner te juntu processed hobo accepting/proceeding/transacting on said website/application agge te;

h. Borrower kitia bhi verify kurikenna install kuribo lage authentic web/mobile applications reliable source on borrower computer/laptop/tab/i-pad/smart phone or any other electronic device para;

i. Borrower kunbi unidentified weblinks, Bitly aro kiki electronic links shared kurithaka laga electronic platform (such as email, SMS, social media, websites) khan tu access nakuribole lage.

19.7 Lender laga icha bi itu kotha te consider kuri kenna, Borrower para lender logot te kitiabi aro botli nahobo karne confirm kuri kenne mani ase:

a. Lender ke entitled dibo(iko kuri bole bound nahobo) communication te rely ase juntu Electronic Media para provide kuri ase (genuine thakibo laga biswaste) kunbirequirement karne. Itu laga case te kunbi questions jeneka communication provide aro received hoise koile, Electronic Media laga record te juntu Lender para received kura tu final hobo, conclusive aro binding hobo.
b. Borrower para ensured kuri ase aro ensure kuribo ki Communications juntu Electronic Media Lender ke provid kuri asse Borrower para iyate agree kurikenna aru confirm kuri asse ki Lender responsible nathakibo conducting karne kunbi verification jeneka bhi itu laga regard te.
c. Borrower confirms kuri asse ki Lender act kuribole bound nahobo karne in accordance with whole aru kunbi Communications laga part te juntu Communications te appear hobo, aru koi kina asse itu Borrower laga sole risk te thakibo.
d. Lender liable nahobo kiki consequences thakhilebi aro kunbi refusal aro omission karne jote act aru deferment action laga by Lender para basis te Communications laga Electronic Media para.
e. Lender ke kaam nai await receipt karne of the Communications, action na lua agge te communication laga connection juntu Electronic Media aro non-delivery aru nonconformity enika type Communications likhit te aru kunbu prejudice Lender's rights Agreement or otherwise itu laga bhitor te.
f. Lender toh jitya bhi withdraw aro modify aro facilities add kuribo paribo kunbi reason assign na kurikina through electronic juntu Borrower ke provide kurikina ase.
g. Borrower toh aware asse aro confirm kuri asse ki Lender para kunubabi communication juntu Electronic Media ase itu te act kuribo parebo kunnuba reason asse koile, provide and relying upon the undertaking and indemnities contained in this Clause/agreement/addendum if any.
h. Borrower agree kuri asse ki kunuba bi communication Electronic Media para (such as email, facsimile, SMS text messaging/Bitly, WhatsApp, OTP (One time password) authentication, websites, online acceptance, etc.) quick response dibo Lage juntu time te Lender para pathabo.

20. Bichar Misti

Kunuba claims aru disputes ulai le itu Agreement laga connection te, sole arbitrator ke referred hobo itu laga performance adjudication karne, juntu itu following manner te appointed hobo:

Lender ke notice address kuribo lage (by ordinary or registered post or through Electronic Media (such as email, facsimile, SMStext messaging/Bitly, Whatsapp, websites, online acceptance, etc) Borrower ke (Parties) naam suggest kuribo lagetinta arbitrator para bisi nohobole lagei, kun logote, borrower para, either:

i. Confirm acceptance hobo ekta duijon laga proposed naam Khan te jote sole arbitrator confirm kuribo likhit te lender ke (10) din laga bhitor te notice laga date laga time para ("Notice Period"); or
ii. Itu loi kena, if any, likha te Lender ke registered address aro email legal@bajajautocredit.com sole arbitrator laga proposed naam laga against te kuribo lage, Notice Period laga kua dinte

Itu notice period te,alak party para Lender ke iko response nadile , Lender ekta bhaba laga jaga te punchibo aru kunba point te punchibo jeneka Lender para decide kurikina asse.

Arbitration laga jaga tu Pune nahoile State capital hobo, nahoile Lender laga Khushi jagate hobo. Arbitration, conduct hobo juntu provisions Arbitration aro Conciliation Act, 1996 laga bhitorte ahibo, itu laga amendments logote, kunubabi statutory modification aru re-enactment mentioned hoise koile, for the time being in force hobo. Arbitration tu English khotha te hobo aro kun ke arbitration dibo itu hai final hobo aro sop party itu arbitration laga neum para bandibo.

Itu initiation of Arbitration nahoilebi, Lender laga sob right ase kiba bhi action aru security recovery invoke kuribole prevailing law laga under te, including under Securitization and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 ("SARFAESI") aro rules and regulations itu laga time te banabo.

21. Prapanchik Aini aru Jurisdiction

a. Agreement aro non-contractual obligations iyate dikhatu Indian law hisap para chuli ase. Subject to Clause 17 parties khan mani asse ki jiman bhi matters itu Agreement para uthibo , itu sob courts aro tribunals laga jurisdiction te hee ahibo (case laga jaga thakibo para tu) Pune ,India te nohoile jeneka lender para kitia kot te hobo kobo itu hee hobo.

Itu borrower para Agreement laga sob pages purishe, aru bujishe, aru sob chij manishe. Aru tai laga signature dibole ready hoise, juntu electronic mode thakibo, aro Agreement laga sob terms and conditions swikar kuri asse.

SCHEDULE I

AUTO LOAN AGREEMENT NUMBER LAGA SCHEDULE PART

Loan laga Application Number		Application Tarik	
Execution laga Tarik		Execution laga jaga	
KYC LAGA FACT SHEET			
Borrower laga Naam		Co Borrower laga Naam	
Borrower laga Communication Address		Co Borrower laga Communication Address	
Borrower laga thaka jaga Address		Co Borrower laga thaka jaga Address	
Borrower laga Mobile No		Co Borrower laga Mobile No	
Borrower laga Type		Co Borrower laga Type	
Loan Details			
Sanction Letter laga Tarik		Loan laga Type	
Loan Rokom		Loan luwa laga karan	
Loan Tenor (moina te)		Saal te Interest Rate (% per annum)	
Interest Rate laga Type	Fixed	Interest calculate kura laga method	Likhi dia Value Method
Moina te Installment laga Rokom (EMI)*		Processing laga Fee	
Documentation laga Charges		Cash Handling Charges (jodi repayment mode tu Cash para hoile)	
Prothom Due Tarik / Frequency**		Broken Period laga Interest**	
Advance EMI (last installment te adjust kuri dibo)		Stamp laga Duty	
Mandate Registration laga Charge(Physical laga Mandate)		Margin laga Money	
Repayment laga Mode		Repayment laga From	
Bank laga IFSC		Bank Account laga Number	
Gorir Productor Bistar (Vehicle)			
Gari laga Model		Registration laga Number**	
Chassis laga No**		Engine laga No**	
Dealer laga Naam aru Code (Seller)	&	Dealer laga City	

FEE ARU CHARGES (APPLICABLE TAXES LAGA INCLUSIVE)			
Bounce laga Charge/ EMI default laga charge	EMI default korile Rs.450/-	Loan Cancellation laga Charge	Rs 1000
Mandate Rejection laga Charges	Mandate reject korile customer bank te, prothom due Tarik para nishena Rs. 450/- pora moina charge koribojabole nouton mandate register nakura tak	Loan Foreclosure laga Charge(Full aru Part Pre Payment)	Principal Rokom laga 3% Part/Full Prepayment dialaga
Penal laga Charge/ Default laga Charge	**Overdue amount uporte mahina te 2.5% nahoile ek mahina pura nahoile bi bishi thakile bi etu hisab te interest lagibo**	Duplicate(Physical) laga NOC Charges	Rs 500
Gari uthai lobo / surrender korile laga charge	Rs 5000	Stock Yard Parking laga Charges	TW-Upto Rs 100/din & 3W-Upto Rs 125/din for 60 din tak (max)
Repayment mode laga Change Charges	Rs 590	Hypothecation laga charges	
Legal laga Charges	Actual laga	Valuation laga charge	2W- Re-finance karone - Upto Rs.500 CV- cholaidia gari karone - Upto Rs 2000
SOA laga charge	Khali		

*Itu EMI tu applicable pre-EMI inetrest depend hobo. Pre-EMI interest clarification nimite clause no 6.7 refer koribi

**Details tu disbursement pichete fill kuribo

SCHEDULE II

PURA CONDITIONS

1. Agreement para loikena aru baki sob laga documents kagoz Lender laga mon thakile.
2. Cheques joma (bhavishio laga tarik cheques te thaka bi), Borrower laga mon thakile.
3. Bank account statement dhar luwa manu para 6(choi) moina homai itu Agreement tarik laga agey tae.
4. Evidence dhar luwa manu para sob authorizations paikena , itu te tisra party laga monjur lage bo itu Loan lobole Agreement laga niyom para.
5. Sob lagebole laga “know your customer” nohilebi itu nishena thik thak itu Borrower laga jintu thik niyom lagebo aru regulations ekdom pura ase Lender laga mon thakile.
6. Evidence payment sob fees laga, stamp duty aru disbursments dhar manu para diktar pa tu aru dhar luwa manu para lagele dibo itu Agreement laga niyom tae.

Note: Etu upor tae rabolae schedule change hobo parae ki ra nae etu toh drawn ase without considering etu la impact la Broken Period Interest (BPI).Clarification lagi lae etu BPI calculation kar nae, Please sabi clause 6.8 etu la loan agreement.

Terabolae Schedule etu Equated Periodic Instalment la bitor tae

DISCLAIMER

"Check kurikena "I Accept" buttom niche te thaka Agreement/Supplemental Agreement/Addendum, dhar luwa manu/Co-applicant/Guarantor yete monzur aru acknowledges kura tu enika ase:

i. *Komti hoilebe 18(atharo) omor boyos*
ii. *Parile buja, puribole aru likhibole angreji kotha te.*
iii. *Puriluwa aru bujiluwa niyom aru awostha Agreement te thaka/Supplemental Agreement/Addendum logote Loan luwa laga.*
iv. *Monzur hoikena enaka niyom aru awostha thaka Agreement/Supplemental Agreement/Addendum logote Loan luwa laga.*
v. *Dhar luwa manu/Co-applicant/Guarantor monzur hoile tailaga chal cholon saikena "I Accept" button te thaka tu thik ase bole monzur hoikena niyom aru awostha thaka Agreement/Supplemental Agreement/Addendum logote Loan luwa laga aru bonabole bandikene aru mazbut Agreement/Addendum.*
vi. *Itu niyom aru awostha Agreement te thaka/Supplemental Agreement/Addendum logote Loan luwa laga thaka pura bujikena aru agreement majote dhar luwa manu, Co-applicant Loan lobole BACL para.*

Instl Num	Opening Principal	Instl Amount	Principal	Intrest	Closing Principal