

SR. NO.: IKFL

**IFFCO KISAN FINANCE**

**IFFCO Kisan Finance Ltd.**



## LOAN CUM HYPOTHECATION AGREEMENT

<b>Name</b>	
<b>Application Id.</b>	
<b>Loan Account No.</b>	
<b>Product</b>	
<b>Branch</b>	

Corporate Office: 3rd Floor, IFFCO Tower-1, Plot No. 3, Sector-29, Gurugram-122001, Haryana

Registered Office: IFFCO Sadan, C-1, District Centre, Saket Place, New Delhi-110017

Toll Free No.: 1800 203 5972

# **QUALITY CHECKLIST**

Borrower Name :

Branch :

Application Id :

Date :

S. No.	Login Checklist	Description	✓	✗
1.	Application Form (All Pages)	Check whether Borrower Names, Co-Borrower Name(s), Guarantors Name(s), DOB, Address and other required details have been duly filled		
2.	Customer KYC	Self-attested KYC along with OSV by SRO.		
3.	Asset All Side Photograph	Photograph of all 4 sides of the Asset. Engine No and Chassis No should be clearly visible in the photograph along with the SRO		
4.	Chassis No/Engine No/HMR Photo	Engine No, Chassis No, Odometer reading should be clearly visible along with SRO.		
5.	Residence Photograph	Customer House Photograph with Customer and SRO		
6.	FI Sheet	Duly filled and Signed FI Sheet by SRO/Vendor		
7.	Land and Financial Documents	Khasra/ Khatauni/ Copy of Registry/ ITR/Six months banking as per requirement		
8.	RC & Insurance	Assets RC & Insurance mandatory		
9.	Permit/Fitness/Road Tax	Road Permit/Vehicle Fitness/ Road Tax mandatory		
10.	MITC	Duly signed by all Borrower, Co-Borrower(s), Guarantor(s)		

S. No.	Disbursement Checklist	Description	✓	✗
1.	Application Form - 1 <sup>st</sup> page and 4 <sup>th</sup> page	Verify details such as nominee, Charges, EMI, Repayment Tenor, have been duly filled		
2.	Applicant/ Co-Applicant/ Guarantor Signature	Signature proof required as per norms		
3.	End Use Declaration	End Use to be declared and signed by the customer		
4.	Hypothecation	Check Hypothecation in favour of IFFCO Kisan Finance Ltd. along with owner Name, RC No, Engine no. & Chassis no.		
5.	Insurance	Running Policy of not less than 6-month with Hypothecation in favour of IFFCO Kisan Finance Ltd. Also verify owner name, RC No, Engine no., chassis no. mentioned in the policy.		
6.	Repayment details - EMI, Account No, Account holder Name, Frequency, etc	Instrument duly filled & checked with banking & system entry		
7.	Bank Signature verification	Signature proof of Borrower/ Co-Borrower from whose Bank Account Re-payment is being taken		
8.	DPN	Duly Signed by Borrower, Co-Borrower(s), Guarantor(s) on Re 1/- revenue Stamp		
9.	Franking	Rs 100/- stamp paper/franking and dated prior loan agreement execution date		
10.	Notarised Affidavit	Required in case of Dual name of Borrower, Co-Borrower(s), Guarantor(s)		
11.	External Valuation Report	Vehicle valuation by empanelled valuer. Assets details mentioned in valuation report must match with RC copy & System entry		
12.	Completion of sanction condition	Credit consent must be taken for all sanction conditions prior disbursement		
13.	Seller documents (Sale & Purchase)	Seller self-attested KYC & Banking details to be documented.		
14.	Third Party Affidavit	To be duly documented and Notarized		
15.	Addendum to the Agreement	To be mandatorily signed by all Borrower, Co-Borrower(s), Guarantor(s)		



## LOAN CUM HYPOTHECATION AGREEMENT

This Loan-cum-Hypothecation Agreement (“**Agreement**”) is made on this the \_\_\_\_ day of \_\_\_\_\_, 20 \_\_, at \_\_\_\_\_ by and between:

- (1) **IFFCO Kisan Finance Limited** a non-banking financial company registered under the Reserve Bank of India Act, 1934, incorporated under the provisions of the Companies Act, 2013 and having its registered office at IFFCO Sadan, C-1, District Centre, Saket Place, New Delhi-110017 (hereinafter referred to as the “**Lender**” which) expression shall unless repugnant to the context be deemed to include its successors and permitted assigns”) of the **FIRST PART; AND**
- (2) The person(s) specified as borrower(s) or co-borrower(s) in **Schedule I** to this Agreement (hereinafter collectively referred to as the “**Borrower**” which expression shall mean and include such person’s successors, legal heirs, executors, administrators and permitted assigns) of the **SECOND PART; AND**
- (3) The person(s) specified as guarantor(s) in **Schedule I** to this Agreement (hereinafter referred to as the “**Guarantor**”, which expression shall mean and include such person’s successors, legal heirs, executors, administrators and permitted assigns) of the **THIRD PART.**

The Borrower and the Guarantor shall collectively be referred to as the “**Obligor**”. The Lender and the Obligor shall both hereinafter be referred to individually as a “**Party**” and collectively as “**Parties**”.

### WHEREAS:

- (A) The Lender is engaged in the business of providing financing to borrowers for equipment, machinery, vehicles and other assets, including, but not limited to, agricultural equipments and agricultural vehicles
- (B) The Borrower has requested the Lender for a loan facility for the purchase and/or financing of an asset (as described in **Schedule I** to this Agreement).
- (C) Relying on the representations made and the information provided by the Borrower hereunder, the Borrower has applied for a loan and the Lender has agreed to sanction a loan to the Borrower on the terms and conditions contained in this Agreement and other related documents attached herewith, as mutually agreed to between the Parties.
- (D) The Parties agree that in the event the Borrower is a company incorporated under the Companies Act, 1956/2013, or a limited liability partnership incorporated under the Limited Liability Partnership Act, 2008 or any other incorporated or registered entity under Applicable Law; in addition to this Agreement, it shall execute an addendum to the Agreement in the format attached hereto, and shall be bound by the obligations, representations and warranties provided therein.

### NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

#### 1. DEFINITIONS & INTERPRETATION

- 1.1. In this Agreement, the following words and expressions (including in the Recitals hereof, Annexures hereto and related documents attached herewith), unless the context otherwise requires, have the following meanings ascribed to them:
  - 1.1.1. “**ACH**” shall mean Automated Clearing House;
  - 1.1.2. “**Additional Charges**” shall mean and include documentation charges, Loan processing charges, premium for insurance (if applicable), stamp duty charges as per Applicable Law, roll over post-dated cheque case charges, ACH charges, Cheque/ACH/ADM/SI return charges per instance, overdue interest, late payment charges, collection /easy monthly instalment pick up charges per visit, duplicate amortization/repayment schedule charges, Cheque/ACH/ADM/SI swapping charges per instance, loan prepayment (foreclosure) charges for less than 6 (Six) months of easy monthly instalment repayment, loan prepayment (foreclosure) charges for more than 6 (Six) months of easy monthly instalment repayment, statement of account charges/foreclosure statement-per instance, no objection certificate issuance charges, charges no objection certificate certifying that there is no loan, legal charges, payment swapping charges, repossession charges, life insurance premium (if opted by the Borrower in the Application Form) and any other charges which the Lender may levy;
  - 1.1.3. “**ADM**” shall mean Auto Debit Mandate;
  - 1.1.4. “**Applicable Law**” shall mean any applicable national, provincial, local or other law, regulations, administrative orders, ordinance, constitution, decree, principles of common law, binding governmental policies, statute or treaty, and shall include notifications, guidelines, policies, directions, directive and orders of any government authority;

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Signature of Borrower

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Signature of Co-borrower

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Signature of Co-borrower

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Signature of Guarantor

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Signature of IKFL Representative

- 1.1.5. “**Asset**” shall mean the vehicle or other assets listed in **Schedule I** hereto, for purchase or financing of which the loan has been granted by the Lender to the Borrower. It is also clarified that the vehicle or other asset shall be an Asset notwithstanding that the Borrower has, in addition to using the loan or part thereof to purchase or financing the same, also used other funds to purchase the same;
- 1.1.6. “**Claims**” shall mean all actions, suits, proceedings or arbitrations pending or threatened, at law, in equity or before any government authority or competent tribunal or court;
- 1.1.7. “**Due Date**” shall mean a date on which the whole or any part of the loan balance is due for payment under this Agreement (as specified in **Schedule I** to this Agreement);
- 1.1.8. “**Effective Date**” shall mean the date of signing of this Agreement;
- 1.1.9. “**Hypothecated Asset**” shall mean the Asset given as security in favour of the Lender in order to secure the due repayment / prepayment of the loan balance to the Lender;
- 1.1.10. “**Instalment**” shall mean the amount of monthly payment (as specified in **Schedule I** to this Agreement), necessary to amortize the loan with interest, over the period of the loan;
- 1.1.11. “**Loan**” shall hereinafter mean the loan referred to in the below Clause 2.1 and **Schedule I** to this Agreement;
- 1.1.12. “**Losses**” shall mean any loss, damage, injury, liabilities, settlement, judgment, award, fine, penalty, fee (including reasonable attorneys’ fees), charge, cost or expense of any nature incurred in relation to a Claim(s);
- 1.1.13. “**Person**” shall mean and include an individual, an association, a corporation, a partnership, a joint venture, a venture capital fund, a trust, an unincorporated organization, a joint stock company or other entity or organization, including a government or political subdivision, or an agency or instrumentality thereof and/or any other legal entity;
- 1.1.14. “**Pre-payment**” shall mean premature repayment of the Loan amount as per the terms and conditions laid down by the Lender in the below Clause 5.10;
- 1.1.15. “**Repayment**” shall mean the repayment of the principal amount of Loan, interest thereon, premium, fees or other dues payable in terms of this Agreement to the Lender (as specified in **Schedule I**);
- 1.1.16. **Account classification** shall be defined by the number of days your Instalment (Principal & Interest repayment) remains overdue. Accounts overdue up to 30 days shall be classified as SMA 0, more than 30 days but up to 60 days shall be classified as **SMA 1**, more than 60 days and up to 90 days shall be classified as **SMA 2** and beyond 90 days as **Non-Performing asset (NPA)**
- 1.1.17. **Upgradation of NPA** Account to Standard may only be possible if the entire arrears on Principal and Interest are altogether cleared. Till such time the entire overdue remains un paid or paid partially, the account shall continue to be classified as NPA.
- 1.1.18. “**SI**” shall mean Standing Instructions;
- 1.1.19. “**Transfer**” shall mean to directly or indirectly, sell, gift, give, assign, transfer, transfer of any interest in trust, mortgage, alienate, hypothecate, pledge, encumber, grant a security interest in, amalgamate, merge or suffer to exist (whether by operation of law or otherwise) any encumbrance on, any shares or any right, title or interest therein or otherwise dispose of in any manner whatsoever voluntarily or involuntarily including, without limitation, any attachment, assignment for the benefit of creditors or appointment of a custodian, liquidator or receiver of any of its properties, business or undertaking. “**Transferee**” shall mean the Person to whom a Transfer is made.
- 1.2. In this Agreement:
- 1.2.1. Headings are used for convenience only and shall not affect the interpretation of Agreement.
- 1.2.2. Unless the context specifies otherwise, reference to the singular includes a reference to the plural and vice versa.
- 1.2.3. Unless the context specifies otherwise, reference to an individual shall include his/her personal representatives, successors or legal heirs, executors and administrators.
- 1.2.4. In addition to the terms defined in this Clause 1.1 and certain other terms as defined elsewhere in this Agreement and whenever such terms are used in this Agreement, they shall have their respective defined meanings, unless the context expressly or by necessary implication otherwise requires. Provided that in the absence of a definition being provided for a term, word or phrase used in this Agreement, unless the context specifies otherwise, the said term, word or phrase used shall have the same meaning as assigned to it in terms of the General Clauses Act, 1897.
- 1.2.5. Unless specified otherwise, any statutes referred in this Agreement refer to relevant statutes of India. Reference to statutory provisions shall be construed as meaning and including references also to any amendment or re-enactment (whether before or after the date of this Agreement), for the time being in force, all statutory instruments or orders made pursuant to statutory provisions and any statutory provisions of which these statutory provisions are a consolidation, re-enactment or modification.

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Signature of Borrower

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Signature of Co-borrower

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Signature of Co-borrower

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Signature of Guarantor

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Signature of IKFL Representative

## 2. LOAN AND INTEREST:

- 2.1. At the request of, and upon an application by the Borrower, as recorded in an application form submitted by the Borrower ("**Application Form**"), the Lender hereby agrees to lend to the Borrower a Loan comprising of an amount not exceeding the maximum principal amount as set out in **Schedule I** hereto. The Loan amount will be inclusive of all initial payments (as applicable) towards Interest on partially Disbursed Amount, Additional Charges, and/or any other charges applicable as determined by the Lender.
- 2.2. The Loan granted by the Lender to the Borrower under this Agreement and the terms and conditions specified hereunder, are for the purpose of purchasing or financing of the Asset as specified in **Schedule I** hereto.
- 2.3. The Borrower shall pay interest on the Disbursed Amount (*as defined below*) of the Loan advanced and outstanding amount (if any) from time to time, at the rate specified in **Schedule I** hereto ("**Interest**").
- 2.4. The Borrower agrees that the Interest on the Disbursed Amount shall begin to accrue from the date of Disbursement (*as defined below*) of the Loan / issuance of Loan cheque, irrespective of the time taken for transit, collection, realization of the cheque by the Borrower or his/her bank.
- 2.5. Without prejudice to the Lender's other rights, Interest payable by the Borrower hereunder, will be charged / debited to the Borrower's Loan account on the Due Date as specified in **Schedule I** hereto. The Interest debited will be deemed to form part of the outstanding Loan amount.
- 2.6. The Borrower agrees that notwithstanding anything to the contrary herein contained, the Lender reserves the right to revise the rate of Interest based on Applicable Laws, change in market conditions, availability of loanable funds or any other reason whatsoever to be determined by the Lender based on its sole discretion. The Borrower agrees that no further consent or concurrence of the Borrower is required in this respect thereof.
- 2.7. The Borrower hereby agrees that any tax levied on the Interest and other levies as may be applicable from time to time on the Loan amount shall be borne by the Borrower. The Borrower hereby agrees to reimburse or pay to the Lender, the amount paid or payable by it to any government authority or any other regulatory agency whether in India or abroad on account of any interest tax or other tax levied by such government authority or agency on the Interest or any other amount payable to the Lender.

## 3. TERM AND DISBURSEMENT

- 3.1. The term of the Loan shall be for the period specified in **Schedule I** ("**Term**").
- 3.2. The Loan will be disbursed by the Lender in its absolute discretion, at the request of the Borrower and upon the acceptance by the Borrower of the Sanction Letter, in one or more tranches (each, a "**Disbursement**") in accordance with **Schedule I** hereto. The amount of the Loan disbursed in accordance with this Clause shall be referred to as the "**Disbursed Amount**".
- 3.3. The Disbursement of the Loan amount shall either be directly to the Borrower/ seller / manufacturer of the Asset or in any other manner as determined by the Lender.
- 3.4. Notwithstanding anything contained herein, the Borrower shall avail of the Loan within 30 (Thirty) days from the Effective Date or by such extended date as determined by the Lender failing which the Lender will not be under any obligation to disburse the Loan amount to the Borrower. Thereafter, the Lender reserves the right to terminate the right of the Borrower to avail the Loan.
- 3.5. The Borrower hereby agrees and acknowledges that where the Loan has been availed by the Borrower for purchase or financing of multiple Assets, the Lender reserves the right to divide the Loan amount into separate sub accounts corresponding to the number of Assets purchased / financed.

## 4. CONDITIONS PRECEDENT

- 4.1. The Loan amount will be disbursed by the Lender to the Borrower as specified in **Schedule I**, subject to the fulfilment of the following conditions precedent prior to the disbursement:
  - 4.1.1. The Borrower shall have secured to the satisfaction of the Lender, the principal amount of the Loan, together with all interest, costs, expenses and all other charges whatsoever due and payable by the Borrower to the Lender in respect thereof, by creating a first charge by way of hypothecation over the Asset purchased / acquired or to be purchased / financed out of the Loan ("**Security**").
  - 4.1.2. The Borrower shall have executed and delivered to the Lender, such cheques/ PDCs/ SI/ADM/ACH, such other payment instructions/modes in such form and manner as required by the Lender.
  - 4.1.3. The Borrower shall have delivered to the Lender, proof of payment by the Borrower, of his/her contribution to the acquisition/purchase of the Asset.
  - 4.1.4. The Borrower shall execute, in favour of the Lender, the following documents:
    - (a) A demand promissory note in the format as provided in **Schedule II** hereto;
    - (b) A general power of attorney over the Asset in the format as provided in **Schedule III** hereto;
    - (c) An undertaking that the Lender shall have lien over the Hypothecated Asset of the Borrower and the right of set off against any monies due to the Lender from the Borrower under this Agreement in the format as provided in **Schedule IV** hereto.

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Signature of Borrower

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Signature of Co-borrower

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Signature of Co-borrower

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Signature of Guarantor

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Signature of IKFL Representative

## 5. REPAYMENT & PREPAYMENT

- 5.1. The Borrower shall, if not demanded earlier by the Lender in accordance with this Agreement, repay the Loan and pay the Interest that is due from time to time by way of Instalment(s) in accordance with the Repayment schedule contained in the **Schedule I** herein, or as may be specified by the Lender.
- 5.2. The Guarantor agrees and guarantees that if the Borrower makes any default in performance of any terms of this Agreement, or any default with respect to payment of any amount due under this Agreement, including the Loan amount, the Guarantor shall, forthwith on demand, without demur and irrespective of dispute or differences pending between the Lender and the Borrower, pay to the Lender such amount in payment whereof the Borrower has defaulted.
- 5.3. For the purposes of Clause 5.2 above, a notice of demand by the Lender, against the Borrower shall be the final and conclusive evidence that the Borrower has defaulted and the Guarantor and the Guarantor shall not be entitled to challenge such notice of demand.
- 5.4. The Obligor agrees that time shall be the essence of this Agreement. The Obligor's obligation to repay the Loan and the Interest thereon is absolute.
- 5.5. The payment of Instalments shall commence and continue from the Effective Date or any other date as determined by the Lender, irrespective of the delivery of the Asset and notwithstanding any difficulties / disputes / objections / protests / complaints which the Borrower may be facing against the seller / manufacturer of the Asset.
- 5.6. In case of any delay / part payment in the payment of instalments, the Lender is entitled to levy **late payment charges**, overdue interest on the Borrower as per the rate (in %) specified in **Schedule I** hereto. The **late payment charges** so levied shall be added to the outstanding amount payable and subject to Interest.
- 5.7. The Obligor agrees that the Obligor's obligation to Repay the amount, under this Agreement is independent of the condition of the Asset or the ability of the Obligor to Repay.
- 5.8. Notwithstanding anything contained herein, the Lender reserves the right to, at any time or from time to time, review and reschedule the Repayment schedule or restructure the Repayment schedule specified in **Schedule I** hereto, in such manner and to such an extent as the Lender may decide in its sole discretion. The Obligor agrees and acknowledges that any revisions to the Repayment schedule, including revision of the Schedule permitting the Lender to seek immediate Repayment of the entire Loan Amount, shall be binding on the Obligor prospectively.
- 5.9. The Borrower may pre-pay the whole or part of the loan amount together with interest outstanding thereon at any time by giving the Lender a 30 (Thirty) day prior notice. In the event that the Borrower exercises his/her/its right to pre-pay the whole or part of the loan amount, the Lender shall be entitled to levy in addition to the entire due amount payable to the Lender, prepayment charges at the rate specified in **Schedule 1** hereto. The mode /method of remitting the prepayment amount can either the current repayment mode or cash deposit (As per Regulatory Guidelines) at the branch or to an authorized representative or any other digital modes of repayment which the lender will facilitate from time to time for which transfer proof is to be submitted by the borrower.
- 5.10. The customer can however make part payment only twice during the tenor of the loan and only once during any financial year.
- 5.11. The Guarantor agrees that the Guarantor would not be discharged from his/her/its liability upon the death, insolvency, or winding up (if applicable) on the Borrower.

## 6. Account classification

- 6.1. As per RBI guidelines, account classification shall strictly be on the basis of number of days Instalment remains overdue from the last cycle date where dues were paid or from the first due date in case of new loan. Account shall be classified as:

- SMA 0 for dues up to 30 days.
- SMA 1 for dues greater than 30 days but up to 60 days
- SMA 2 for dues greater than 60 days but up to 90 days
- Non-Performing Asset (NPA) for dues beyond 90 days.

- 6.2. **Illustration:** For example if the last Instalment was due on **5th November, 2021**, and remains unpaid, the account shall be deemed to be:

SMA 0 up to 30 Days past Due (DPD) which in this case shall be 5th December, 2021

SMA 1 at the End of the day on 5th December, 2021

SMA 2 at the End of the day on 4th January, 2022

NPA at the End of the day on 3rd February, 2022

It is also imperative to note that the concept of number of days past due shall apply to the accounts once the day end process is completed on the concerned date as mentioned in the illustration above.

- 6.3. Once the account is classified as **NPA**, it shall continue to remain NPA till the time entire arrears of Principal and Interest are cleared and declared **Standard**.

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Signature of Borrower

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Signature of Co-borrower

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Signature of Co-borrower

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Signature of Guarantor

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Signature of IKFL Representative



## 7. DELIVERY AND POSSESSION OF ASSET

- 7.1. The Borrower shall be solely responsible for obtaining delivery of the Asset from the seller / manufacturer of the Asset.
- 7.2. The Lender will not be responsible for facilitating the delivery of the Asset from the seller / manufacturer of the Asset to the Borrower. The Lender will not be responsible for or held liable in case of, without limitation, any delay in delivery of Asset; poor quality, condition and fitness of the Asset; and payment of demurrage on the Asset. The Borrower agrees that the Borrower shall not appropriate any of the above-mentioned instances as the reason for withholding or delaying payment of Instalments under this Agreement.
- 7.3. The Borrower agrees that the Borrower shall keep with themselves the physical possession of the Asset at all times, both actual and constructive, and maintain the Asset in perfect condition, except for regular wear and tear of the Asset.

## 8. SECURITY

- 8.1. As Security for the due payment and discharge by the Borrower of all or any sums payable to the Lender for the Loan, and all obligations that the Borrower has under this Agreement, the Borrower hereby agrees to hypothecate the Asset described in **Schedule I** hereto, in favour of the Lender. The Borrower agrees that the Hypothecated Asset with all its accessories and additions thereto shall stand hypothecated in favour of the Lender by way of first and paramount charge for the duration of the Term or till the time any amount is due and payable to the Lender under this Agreement, whichever comes later.
- 8.2. The hypothecation shall be deemed to take place from the date of receipt of delivery of the Asset by the Borrower and shall remain in force till the entire Repayment is made in full.
- 8.3. The hypothecation shall be deemed to be the first and exclusive charge created in favour of the Lender to secure its dues under this Agreement.
- 8.4. The Borrower undertakes to neither create any mortgage, charge, pledge, lien or any other encumbrance including entering into any negative covenant or lien upon or relating to the Hypothecated Asset during the subsistence of this Agreement, nor part with the possession, give on hire, lease, or do any other act, deed or things which may impair the Security of the Asset in favour of the Lender.
- 8.5. The Borrower agrees that the Hypothecated Asset shall also be Security for all other monies that may be due and payable by the Borrower under this Agreement or any other agreement with the Lender, whether during the subsistence of this Agreement or thereafter.
- 8.6. The Security so created under this Agreement shall be enforceable for long as any amount remains outstanding from the Borrower, as determined by the Lender, until the Lender *via* a written notice / certificate, discharges the Security by stating that the Repayment (or Prepayment, as the case may be) has been made in full by the Borrower.

## 9. REPRESENTATIONS AND WARRANTIES

- 9.1. With respect to this Agreement, each of the Obligor represents and warrants that:
- 9.1.1. The Obligor or the representatives of the Obligor executing this Agreement has/have adequate legal capacity to enter into and execute this Agreement and the documents to be executed in pursuance thereof, and are duly and properly authorized to do so.
- 9.1.2. The Obligor is not restricted, regulated or prevented in any manner under any law, statute, judgment, decree, ruling and contract or otherwise from executing and undertaking the obligations in the manner provided in this Agreement. Upon execution, this Agreement shall be a valid and legally binding commitment of the Borrower enforceable against him/her under the terms and conditions specified in this Agreement.
- 9.1.3. There are no Claims pending or are likely to be filed or taken (whether civil or criminal or otherwise) against the Obligor of any nature whatsoever.
- 9.1.4. All particulars and details submitted in the Application Form attached herewith, and documents submitted along with Application Form (if required) are true, correct, complete and up to date in all respects whereby no material detail has been concealed which would have an effect on the Lender's decision to grant and disburse the Loan.
- 9.1.5. The Obligor agrees to sign a declaration form in the format provided in **Schedule V** hereto that he/she has been read out the terms of this Agreement in vernacular language understood by him/her.
- 9.1.6. The Obligor undertakes to immediately notify the Lender in writing if the Obligor becomes aware of any circumstances arising after the Effective Date which would have a material effect on the Borrower's ability to make the Repayment or which may lead to the Borrower breaching any of the terms of this Agreement.
- 9.1.7. The Obligor agrees that the Lender has no liability for any representation or statement not made directly by the Lender to the Obligor.
- 9.1.8. At the time of signing of this Agreement, no Event of Default (*as defined below in Clause 10*) has occurred and there is presently no event or circumstance which would qualify as an Event of Default.

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Signature of Borrower

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Signature of Co-borrower

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Signature of Co-borrower

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Signature of Guarantor

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Signature of IKFL Representative

- 9.1.9. All representations and warranties made herein are true and accurate to the knowledge of the Obligor.
- 9.1.10. The Obligor undertakes to inform the Lender immediately, if any representation or warranty under this Clause 8 becomes incorrect or untrue at any time.
- 9.2. With respect to the Security, the Borrower represents and warrants that:
- 9.2.1. The Borrower shall do all acts, deeds or things as may be required by the Lender for perfecting the hypothecation of the Security created herein and the rights, powers and remedies hereby conferred.
- 9.2.2. The Borrower has obtained all authorizations, approvals, consents, licenses and permissions required in relation to this Agreement, related documents and the Hypothecated Asset. The Borrower has paid all taxes and statutory dues payable by him/her under Applicable Laws and has not received any demand, Claim or notice from any Person regarding the Hypothecated Asset.
- 9.2.3. The Borrower shall maintain the Hypothecated Asset in good order and condition and make all necessary repairs, additions and improvements to it during the pendency of the Loan. The Borrower further agrees that he/she will not cause any deterioration to the condition of the Asset except for the normal wear and tear.
- 9.2.4. The Borrower shall use the Asset only for the use declared in the credit information specified in the Application Form, and shall not use the Hypothecated Asset for any purpose not permitted by Applicable Law / insurance policy (if applicable).
- 9.2.5. The Borrower agrees that at all times during the pendency of the Loan, in case the Hypothecated Asset is a vehicle, the Person who would be driving the Hypothecated Asset, holds a valid driving license entitling him/her to drive the Hypothecated Asset. Further, the Borrower undertakes that he/she or any representative / agent authorized by him/her to operate the Hypothecated Asset shall not do or abstain from doing any act which may result in the Hypothecated Asset being seized or confiscated by any authorities under Applicable Law.
- 9.2.6. The Borrower recognizes that any seller / manufacturer of the Asset or other such Person by or through whom the transaction may have been introduced, negotiated or conducted is not an agent of the Lender.
- 9.2.7. The Borrower hereby agrees to accept the Lender's accounts of sales, realization and recovery of the Hypothecated Asset as sufficient proof of amounts realized and related expenses.
- 9.2.8. The Borrower hereby agrees that any nominee or authorized representative of the Lender will, without any notice and at the risk and expense of the Borrower, be entitled at all reasonable times to enter any place where the Hypothecated Asset may be kept, inspect, value, superintend the disposal of and/or take particulars of all or any part of the Hypothecated Asset, and check all documents, statements, accounts, reports, information in relation to the Hypothecated Asset.
- 9.2.9. The Borrower hereby agrees to neither Transfer the Hypothecated Asset till the Repayment is completed in full, nor assign his/her right / interest in the Hypothecated Asset to any third person, without the written consent of the Lender.
- 9.2.10. The Borrower hereby agrees that in case the Hypothecated Asset is a vehicle, then the Borrower shall register the Hypothecated Asset and obtain endorsement on the registration book / certificate/ invoice in favour of the Lender and shall ensure delivery of the original registration book / certificate to the Lender within 7 (Seven) days from the date of receipt of the Asset duly hypothecated in favour the Lender. Further, the Borrower agrees to not apply for any duplicate registration book for the Hypothecated Asset, otherwise than by delivering the application thereof to the Lender for endorsing its charge on the Hypothecated Asset.
- 9.2.11. The Borrower hereby agrees that, that in case the Hypothecated Asset is not a vehicle, then the Borrower shall obtain endorsement on the invoice and/or on the Asset and/or in any other manner required by Applicable Law, in favour of the Lender and shall ensure delivery of the original invoice to the Lender within 7 (Seven) days from the date of receipt of the Asset duly hypothecated in favour the Lender.
- 9.2.12. The Borrower agrees that the Hypothecated Asset shall be comprehensively insured (at his/her own expense during the continuance of the Security) with such insurance company as may be required by the Lender against all Losses and damages by riot, civil commotion risks, accident, fire, theft and all other risks usually covered by insurance including third party risks.
- 9.2.13. The Borrower agrees to maintain the insurance policy procured for the Hypothecated Asset in full force and effect during the pendency of the Security and not to do or cause to be done anything whereby the policy gets vitiated. Further the Borrower agrees to renew the policy from time to time and ensure that the Hypothecated Asset remains insured throughout the Term or till the Repayment has been made in full, whichever comes later.
- 9.2.14. At the discretion of the Lender, the Borrower agrees to allow the Lender to procure the insurance on the Hypothecated Asset on behalf of the Borrower and pay the premiums thereunder. The benefits of the insurance policy procured under the above Clauses 8.2.12 and 8.2.13, shall vest primarily with the Lender till such time that the Loan is paid in full. All proceeds of the insurance shall be first available to the Lender to adjust the dues payable under this Agreement. However, any non-

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Signature of Borrower

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Signature of Co-borrower

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Signature of Co-borrower

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Signature of Guarantor

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Signature of IKFL Representative

payment of insurance premiums on the part of the Lender due to any reason including occurrence of any Event of Default (*as defined below in Clause 10*) by the Borrower, will not affect the liability of the Borrower to pay the necessary insurance premium and to keep the Hypothecated Asset insured.

- 9.3. With respect to Repayment, the Obligor represents and warrants that he/she shall during the pendency of this Agreement:
- 9.3.1. Pay the Instalment amounts promptly on the Due Dates as specified in **Schedule I** here to, duly and promptly, irrespective of any loss of the Asset or defect in the Asset or any reason whatsoever, without arrears / reminders.
  - 9.3.2. Maintain sufficient balance in the account of the drawee bank for honouring post-dated cheques and not issue any "Stop Payment" instructions, if applicable.
  - 9.3.3. Pay at his/her sole cost and risk and without any exposure to the Lender - all rates, assessments, taxes and other outgoings levied by the Government, Regional Transport Authority or any other authorities, payable on the Hypothecated Asset, independent of the Loan amount. The Borrower further agrees to provide copies of receipt of charges, taxes, assessments or outgoings on the Hypothecated Asset, if and when demanded by the Lender at the expense of the Borrower.
  - 9.3.4. Pay at his/her sole cost and risk and without any exposure to the Lender - various charges for possession of the Hypothecated Asset like tow away charges, parking charges, godown charges, rental and other such expenses incurred by the Lender for effecting the repossession of the Asset and for its safe keeping, and any other repossession charges borne by either the Borrower or borne by the Lender and thereafter reimbursed from the Borrower.
  - 9.3.5. Pay or reimburse all expenses incurred by the Lender after an Event of Default (*as defined below in Clause 10*) has occurred in connection with the preservation of the Hypothecated Asset.
  - 9.3.6. Pay all premiums payable for the insurance as mentioned in the above Clause 8.2.12 and Clause 8.1.13. The insurance policy to be taken out hereunder shall be in the name of the Borrower and the Lender shall be described as "Loss Payee" under such insurance. If the Loan amount has been obtained for financing an existing Asset, the insurance of such Asset shall also be endorsed in favour of the Lender as a "Loss Payee".
  - 9.3.7. Reimburse the Lender with the payment in lieu of insurance made by the Lender on behalf of the Borrower, in accordance with the above Clause 8.2.14.
  - 9.3.8. In the event that there are multiple borrowers under this Agreement, then all Clauses contained in this Agreement, specifically pertaining to the Loan amount and other amounts payable by the Borrower under this agreement shall apply *mutatis mutandis* to the Co-Borrower as if the term "Borrower" also meant or included by implication, the Co-Borrower. Further, without prejudice to the liability of the Borrower to repay the Loan, the co-Borrower hereby agrees that the co-borrower shall also be liable, jointly and severally, with the Borrower, for the Repayment of the Loan amount and all other amounts payable by the Borrower under this Agreement, and for performance of the Borrower's obligations under this Agreement.
  - 9.3.9. In the event that the Repayment has been guaranteed by the Guarantor of the Borrower, all the obligations and liabilities pertaining to Repayment shall apply *mutatis mutandis* to the Guarantor.

## 10. INDEMNIFICATION

- 10.1. The Obligor agrees and undertakes to indemnify and keep indemnified the Lender against all liabilities (including third party liability) arising from any Losses related to the Hypothecated Asset or any part thereof by way of seizure by any Person other than the Lender for any reason whatsoever or resulting from any legal process instituted by any Person other than the Lender.
- 10.2. The Obligor agrees and undertakes to indemnify the Lender or any other Persons claiming on behalf of the Lender against any Losses by reason of damage to or destruction or loss of the Hypothecated Asset for any cause whatsoever or by reason of any claim against them.
- 10.3. The Obligor agrees and undertakes to indemnify the Lender from any harm through any suits, Claims, whether civil or criminal by any other Person whatsoever arising out of the possession, operation and use of the Hypothecated Asset.
- 10.4. The Obligor further agrees and undertakes to indemnify the Lender against Losses or damage which the Lender may sustain or incur as a consequence of any default by the Obligor in the performance of both the Obligor's express and implied obligations under this Agreement.

## 11. EVENTS OF DEFAULT

- 11.1. Any one of the below mentioned acts of the Borrower, shall constitute **Events of Default**:
  - 11.1.1. Failure to effect payment of any one Instalment on the Due Date, as specified in **Schedule I** hereto.
  - 11.1.2. Misrepresentation of any facts, producing false documents or failing to produce documents when called for by the Lender.

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Signature of Borrower

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Signature of Co-borrower

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Signature of Co-borrower

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Signature of Guarantor

\_\_\_\_\_  
Signature of IKFL Representative

- 11.1.3. Permanent disability rendering the Borrower unable to operate or supervise the operation of the Hypothecated Asset, death and/or insolvency of the Borrower.
- 11.1.4. Transfer of or creation of encumbrance on the Hypothecated Asset by the Borrower.
- 11.1.5. Failure to pay any statutory levies such as taxes, fees, charges etc.
- 11.1.6. Failure to pay insurance premium and/or tax on insurance premium.
- 11.1.7. Use of the Hypothecated Asset contrary to Applicable Laws or insurance rules.
- 11.1.8. Confiscation or attachment of the Hypothecated Asset for any execution proceedings by any Government authority.
- 11.1.9. Damage or bodily injury caused to third party by accident or on purpose with the Hypothecated Asset by the Borrower or any Person authorized by the Borrower to operate the Hypothecated Asset.
- 11.1.10. In case of payment by post-dated cheques, any post-dated cheque issued by the Borrower that is not honoured for any reason whatsoever including the intimation of a "Stop Payment" order from the Borrower to its respective bank.
- 11.1.11. Failure to procure and supply a copy of the registration certificate/ invoice of the Hypothecated Asset.
- 11.1.12. Breach of any one of the Representations and Warranties made by the Borrower in the above Clause 8.
- 11.1.13. Breach of any obligations of the Borrower under this Agreement, or any other act, which in the opinion of the Lender jeopardizes the interest of the Lender.
- 11.1.14. In the event any amounts due under the Agreement remain unpaid on the Due Date(s), IFFCO Kisan Finance Ltd shall have the right to levy and recover Penal Charges, at its sole discretion, at the Penal Charges Rate and the Borrower shall pay, in addition to the Interest, such Penal Charges on the overdue amount, from the Due Date upto the date of actual payment;
- 11.1.15. If the Borrower is in breach of Material Term(s), IFFCO Kisan Finance Ltd. shall have the right to levy and recover Penal Charges, at its sole discretion, at the Penal Charges Rate and the Borrower shall pay, in addition to the Interest, such Penal Charges, till such time that the breach is cured;
- 11.1.16. The Borrower shall pay the said Penal Charges along with applicable Goods and Service Tax (GST), other taxes (of any description whatsoever), charges and penalties which may be payable pursuant to applicable laws, from time to time, in relation to the Facility.
- 11.1.17. The Borrower acknowledges and agrees that the Penal Charges are reasonable and commensurate to non-compliance of Material Term(s).

## 12. RIGHTS OF LENDER

- 12.1. In case of default in Instalment, by reason of the cheques issued by the Obligor not being honoured or failure of payment through the ECH or ADM or any other method, the Lender may initiate legal proceedings under the Negotiable Instruments Act, 1881, the Payment and Settlement Systems Act, 2007 or any other legal remedies available under the Applicable Laws.
- 12.2. The Lender shall not in any way be responsible for delay, omission or neglect in encashment, damage or loss of any cheques (already given or to be given by the Obligor to the Lender in terms hereof) for any reasons whatsoever. Further, no interest or compensation shall be payable by the Lender in respect of the same.
- 12.3. The Lender is not required to provide notice or intimation to the Borrower prior to the presentation of any post-dated cheque.
- 12.4. Without prejudice to the Lender's or the Borrower's other rights, if the Borrower fails to pay any amount payable under this agreement or of any amount becoming due and payable, or any Event of Default occurs, the Lender is entitled to take steps towards getting the physical possession of the Hypothecated Asset and dispose or otherwise deal with the Hypothecated Asset to enforce the Security and recover the outstanding Loan amount by the following process:
  - 12.4.1. The Lender shall give 7 (Seven) day prior notice to the Borrower before taking possession of the Hypothecated Asset, thereby giving an opportunity to the Borrower to settle the outstanding dues payable. If the outstanding dues payable as specified in the notice are not fully discharged within the stated period, the Lender shall have the absolute right to take possession of the Hypothecated Asset.
  - 12.4.2. The Lender shall be entitled to take possession of the Hypothecated Asset by authorizing such person(s) as the Lender considers appropriate and to repossess the Hypothecated Asset.

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Signature of Borrower

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Signature of Co-borrower






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Signature of Co-borrower

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Signature of Guarantor

\_\_\_\_\_  
Signature of IKFL Representative



- 12.4.3. The Borrower agrees and undertakes not to prevent or obstruct the Lender or the Person authorized by the Lender to take possession of the Hypothecated Asset. The Borrower further agrees that the Lender and its authorized representatives will have unrestricted right of entry in and to the premises where the Hypothecated Asset is located.
- 12.5. Despite intimation by the Lender, if the Borrower fails to settle the outstanding dues along with all other charges and expenses prior to sale/auction of the Hypothecated Asset, the Lender shall be entitled to recall the entire Loan and sell, give on hire, or otherwise deal with the Hypothecated Asset by public or private auction or private sale or any other means of Transfer as determined by the Lender. The net proceeds of such Transfer thereof shall firstly accrue towards the satisfaction of all costs incurred in respect of effecting such Transfer, secondly towards payment of the balance of the Interest and other sums payable by the Borrower to the Lender and then towards the outstanding principal amount of the Loan as specified in **Schedule I** hereto.
- 12.6. The Lender will hand over possession of the Hypothecated Asset to the Borrower after repossession of the Hypothecated Asset and before concluding the Transfer of the Hypothecated Asset, only after the Loan amount and any other dues owed by the Borrower to the Lender under this Agreement are cleared in full by the Borrower.
- 12.7. Notwithstanding anything contained in this Agreement, the Lender shall be entitled to repossess the Hypothecated Asset without prior notice at any time during the Term, whether the entire Loan amount has been recalled or not, in the absolute discretion of the Lender, if there is any likelihood that the dues of the Lender will not be paid by the Borrower and/or the Hypothecated Asset is likely to be transferred by the Borrower to defeat the Security of the Lender.
- 12.8. The Lender shall be entitled to recover all expenses, as stipulated by the Lender incurred for repossession/seizure of the Hypothecated Asset. Neither the Lender nor any of its authorized representatives shall be liable for any loss, damage, depreciation of the Hypothecated Asset, or any other acts done for effecting seizure of the Hypothecated Asset.
- 12.9. The Lender is entitled to adjust the insurance premium remitted by the Borrower towards default in payment of any Instalment. The Borrower indemnifies the Lender from any loss or damages which may accrue due to the non-payment of insurance premiums.
- 12.10. Without prejudice to the right to perform such activities through itself, or through its officers or employees, the Lender is entitled to appoint one or more third parties and to delegate to such third party, all or any of its functions, rights and powers under this Agreement relating to administration of the Loan, including the right and authority to collect and receive on behalf of the Lender, from the Obligor, all due and unpaid amounts. In such an event, the Lender may also disclose the all the information provided by the Obligors under this Agreement and the Application Form with such third parties.
- 13. INFORMATION RIGHTS OF THE LENDER**
- 13.1. The Obligor shall inform the Lender in the event any harm or damage is caused to the Asset, within 7 (Seven) days of happening of such event;
- 13.2. The Obligor shall immediately notify the Lender in the event any circumstance arises which affects the Obligor's ability to make Repayment of the Loan Amount within the time specified and the schedule provided in **Schedule I** hereto.
- 13.3. The Obligor shall immediately notify the Lender in the event any circumstance arises which may affect the performance of any of the his/her obligations under the Agreement.
- 13.4. The Borrower shall immediately notify the Lender of any change in his business, Assets, capacity to Repay, change in income, or any properties owned by him/her.
- 13.5. The Obligor shall immediately notify the Lender of any change in the information provided by him/her in the Application Form or any Schedule hereto.
- 14. TERMINATION**
- 14.1. This Agreement shall expire / terminate at the behest of the Lender on the occurrence of any one of the following events:
- 14.1.1. Repayment of the entire Loan amount, interest thereon and all other charges levied by the Lender and/or the relevant authority under Applicable Laws;
- 14.1.2. Occurrence of any Event of Default as specified in the above Clause 10;
- 14.1.3. Recalling of the Loan by the Lender; and
- 14.1.4. Failure of the Borrower to avail of the Loan within 30 (Thirty) days from the Effective Date.
- 14.2. Termination of this Agreement shall be without prejudice to all the rights and remedies under Applicable Laws available to the Lender, including the right to seek, as an alternative to termination, specific performance of obligations under the Agreement or terminate the Agreement and seek Losses for the breach committed from the Borrower during the period prior to such termination.
- 14.3. The termination of this Agreement shall not relieve any Party of any obligations or liabilities accrued prior to the date of termination.

 Signature of Borrower	 Signature of Co-borrower	 Signature of Co-borrower	 Signature of Guarantor	 Signature of IKFL Representative
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## 15. GOVERNING LAW AND DISPUTE RESOLUTION

- 15.1. Any dispute, difference or claims in regard to this Agreement, shall be referred to arbitration by a sole arbitrator nominated and appointed by the Lender. The arbitration proceedings shall be conducted under the specific provisions of the Arbitration and Conciliation Act, 1996 and or any amendments made thereto. The venue of the arbitration shall be at Delhi, India. The language of the arbitration is agreed to by both Parties as English. The award passed by the arbitrator shall be final and binding on the Parties.
- 15.2. Subject to the provisions of the above Clause 15.1, the courts at Delhi, India Only shall have exclusive jurisdiction to determine any other disputes arising out of or in relation to this Agreement.

## 16. MISCELLANEOUS

- 16.1. Transfer, Assignment & Securitization: The Lender is entitled to Transfer, assign or create additional charge on the Hypothecated Asset, in whole or in part, to any third party. Any such Transfer, assignment and/or securitization shall conclusively bind the Borrower. The Borrower will be bound to accept any such third party as creditor exclusively or as a joint creditor with the Lender. The Borrower agrees to allow the third party the authority to proceed for collection of dues from the Borrower. The Borrower shall not assign or Transfer all or any of its rights, benefits and obligations hereunder.
- 16.2. Entire Agreement: This Agreement, the Schedules hereto and all documents attached herewith, constitute the entire understanding between the Parties with regard to the subjects hereof and shall supersede and extinguish any previous drafts, agreements or understandings between all or any of the Parties (whether oral or in written) relating to the subject matter herein.
- 16.3. Severability: The invalidity or unenforceability of any provision in this Agreement shall in no way affect the validity or enforceability of any other provision herein. In the event of the invalidity or unenforceability of any provision of this Agreement, the Parties will immediately negotiate in good faith to replace such a provision with another, which is not prohibited or unenforceable and has, as far as possible, the same legal and commercial effect as that which it replaces.
- 16.4. Amendments and Waiver: No modification or amendment to this Agreement and no waiver of any of the terms or conditions hereof shall be valid or binding unless made in writing and duly executed by all the Parties.
- 16.5. Benefit of the Agreement: This Agreement shall be binding upon and enure to the benefit of each Party hereto and its / his/her successors and/or assigns who in the case of the Borrower shall be the person permitted as assignee by the Lender on the terms and conditions satisfactory to the Lender. The Lender shall have the absolute discretion to pass on the benefit of this agreement to the legal representative of the Borrower even if he/she is willing to perform and comply with the requirements and obligations under this Agreement.
- 16.6. Notices: Unless otherwise provided herein, all notices or other communications to be given shall be made in writing and by letter (hand delivered with due acknowledgement or registered post) or email communication (followed by written notice by registered post) and shall be deemed to be duly given or made, in the case of personal delivery, when delivered, or, in the case of a letter, 5 (Five) calendar days after being deposited in the post (by registered post, with acknowledgment due), postage prepaid, to such Party at its address specified in the name clause herein above or at such other address as such Party may hereafter specify for such purposes to the other by notice in writing.
- 16.7. Survival: All the provisions in this Agreement, which by their nature are intended to survive termination of this Agreement hereof shall survive termination of this Agreement.
- 16.8. Counterparts: This Agreement may be executed in one or more counterparts, each of which when so executed and delivered shall be deemed an original but all of which together shall constitute one and the same instrument and any Party may execute this Agreement by signing any one or more of such originals or counterparts.

## 17. Grievance Redressal Mechanism

A robust process for Grievance Redressal has been defined by the management to ensure that the company provides maximum possible windows to its customers in case their grievances are not addressed with utmost satisfaction. Any customer with a grievance can raise the same to our Regional Nodal Officers as per the Region-wise contact details given under Annexure 1. Alternatively, they can email us at [care@kisanfinance.com](mailto:care@kisanfinance.com) or call us at 18002035972 between 09:30 am to 06:00 pm on weekdays. They can also write to us at Customer Care, IFFCO Kisan Finance Limited, IFFCO Tower-1, 3rd Floor, Sector-29, Gurugram-122001, Haryana.






**IN WITNESS WHERE OF** the Parties here to have executed this Agreement on the date and the year first here in above written.

<b>( The Borrower )</b> Signature: ..... Name ..... Date: .....	<b>( The Co-Borrower )</b> Signature: ..... Name ..... Date: .....	<b>( The Co-Borrower )</b> Signature: ..... Name ..... Date: .....
<b>( The Co-Borrower )</b> Signature: ..... Name ..... Date: .....	<b>( The Guarantor )</b> Signature: ..... Name ..... Date: .....	<b>( For and on behalf of the Lender )</b> Signature: ..... Name ..... Date: .....

# SCHEDULE I

SCHEDULE AND KEY FACT STATEMENT			
Loan Agreement No.		Place of Agreement	
Agreement Date (DD/MM/YYYY)		Borrowing Purpose (Personal/Commercial)	
Lending Office Address	IFFCO Sadan, C-1 District Centre, Saket Place, New Delhi -110017		
Borrower's Constitution			
Name and Address of the Borrower	Name: Address:		
Name, Constitution and Address of the Co-Borrower / Guarantor	Name: Address: Constitution:		
Name, Constitution and Address of the Co-Borrower / Guarantor	Name: Address: Constitution:		
Name, Constitution and Address of the Co-Borrower / Guarantor	Name: Address: Constitution:		

LOAN DETAILS			
Loan Amount		Loan tenor	
Loan Number		Instalment Frequency	Monthly/Bi-monthly/ Quarterly/ Half - Yearly /Yearly
Instalment Start Date:		Fixed Interest Rate (Customer-IRR)	
Instalment End Date:			
Number of Instalments:			
Instalment Amount:			
Number of Advance Instalments		Instalment Mode	(a) Advance (b) Arrears (Please tick)
Amount: _____			
Details of security/collateral obtained:			
1. Hypothecation of Asset (Model No. of Asset): _____			
2. Fixed Deposit (if applicable): INR _____			
3. Such other security as may be acceptable to Lender			
<b>Charges (All charges are non-refundable &amp; applicable post disbursement of the loan proceeds)</b>			
Processing Fee *: ____% Loan Amount		Collateral Charges *: INR _____ per case	
Cheque/SI/ADM /ACH Return Charges: INR _____ per instance (without prejudices to Lender's civil & criminal rights and remedies)		Cheque/ADM/SI/NACH Swap Charges: INR _____ per instance	
Roll Over PDC Charges: INR _____		NACH Charges: INR _____	
Prepayment / Part Payment Charges:		3%	
Foreclosure charges:		3% on Principal Outstanding	
Loan cancellation: INR _____		Loan Re-schedulement / Re-booking charges: INR _____	
Collection /EMI pick up charges per Visit: INR _____		Statement of Account/Foreclosure Statement per instance	
NOC Issuance Charges: INR _____		Payment Swapping Charges: INR _____	
No Loan NOC Charges: INR _____		Repossession Charges: INR _____	
Overdue Interest, <b>Late Payment Charges:</b> , AFC (Additional Finance Charges) INR _____		Credit Bureau Reports Charges (only on request): INR per instance	
Duplicate No Due's Certificate / NOC: INR _____ per instance		Duplicate Amortization Schedule Charges: INR _____ per instance	
Legal, Repossession & Incidental charges: At actuals		Stamp Duty, taxes & other Statutory charges: At actuals, as per applicable laws on the all above-mentioned components.	
Cash handling charges INR _____ per instance			

 Signature of Borrower	 Signature of Co-borrower	 Signature of Co-borrower	 Signature of Guarantor	 Signature of IKFL Representative
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Documentation charges: INR _____	Date by which annual outstanding balance statement will be issued: _____
Invoice Price (Net of discount, if applicable): INR _____	Net Disbursement to Dealer: INR _____
All other charges, commission and fees shall be applicable at the rate mentioned in the application form or as stipulated by Lender from time to time	
Where ever notified GST and/or other government levies, as applicable, would be charged additionally at the applicable rates	


#### REPAYMENT SCHEDULE


S. No.	Due Date	Due Amount (in INR)	S. No.	Due Date	Due Amount (in INR)
1.			31.		
2.			32.		
3.			33.		
4.			34.		
5.			35.		
6.			36.		
7.			37.		
8.			38.		
9.			39.		
10.			40.		
11.			41.		
12.			42.		
13.			43.		
14.			44.		
15.			45.		
16.			46.		
17.			47.		
18.			48.		
19.			49.		
20.			50.		
21.			51.		
22.			52.		
23.			53.		
24.			54.		
25.			55.		
26.			56.		
27.			57.		
28.			58.		
29.			59.		
30.			60.		


#### DECLARATION:


I/We hereby undertake that any discount offered by the dealer / manufacturer / DSA would be upfront deducted from the Asset cost and funding would be net of such discount. I/We explicitly understand that the Lender is not involved in any kind of discount negotiations with the dealer / manufacturer and the loan scheme does not factor any such discounts in the interest rate computation, I/We declare that the Invoice price of Asset mentioned above is post deducting such discounts availed by me/us from the dealer / manufacturer. I/We authorize Lender to disburse the payment in favour of \_\_\_\_\_. I/We authorize Lender to deduct the processing fee, collateral charges, stamp charges and all other charges as mentioned in the key fact sheet from the disbursement amount.

 \_\_\_\_\_  
Signature of Borrower

 \_\_\_\_\_  
Signature of Co-borrower

 \_\_\_\_\_  
Signature of Co-borrower

 \_\_\_\_\_  
Signature of Co-borrower

 \_\_\_\_\_  
Signature of Guarantor

 \_\_\_\_\_  
Signature of IKFL Representative



### SCHEDULE III

#### GENERAL POWER OF ATTORNEY

Date: \_\_\_\_\_

Place: \_\_\_\_\_

I/We, Mr./Mrs./M/s. \_\_\_\_\_, and \_\_\_\_\_, Indian citizens of age \_\_, \_\_, and \_\_ years, residing at \_\_\_\_\_, and \_\_\_\_\_ hereby appoint and constitute IFFCO Kisan

Finance Limited ("**Lender**"), a non-banking financial company registered under the Reserve Bank of India Act, 1934, incorporated under the provisions of the Companies Act, 2013 and having its registered office at IFFCO Sadan, C-1, District Centre, Saket Place, New Delhi-110017; hereinafter referred to as the "Attorney" which expression shall unless repugnant to the context be deemed to include its officers, representatives, successors and permitted assigns, to be any lawful attorney in my name and or on my behalf to do any one or all of the following acts, deeds and things, namely:

1. To sell (either by public auction or private treaty) or exchange and convey transfer and assign the asset for which I/we have procured a loan from the Lender, for such consideration and subject to such covenants as the Attorney may think fit and to give receipts for all or any part of the purchase, financing or other consideration money.
2. To mortgage, charge or encumber and also to deal with my asset(s) procured from a secured loan given to me by Lender or any part thereof as the Attorney may think fit for the purpose of paying off reducing consolidating, or making substitution for any existing or future mortgage, charge, encumbrance, hypothecation or pledge of the same or any part thereof as the Attorney shall think fit and in general to sanction any scheme for dealing with mortgages, charges, hypothecations or pledges of any property or any part thereof as fully and effectually as I myself could have done.
3. To make any other statements and/or note and/or memorandum that is necessary to create mortgage by deposit of title deeds and also to execute any writings, deeds, agreements, undertakings, indemnities etc. on my behalf in respect of mortgage of the said asset.

I, the above named do hereby undertake to ratify whatever the Attorney or any substitute or agent appointed by him under the power in that behalf hereinbefore contained may lawfully do or cause to be done in and by virtue of these presents.

\_\_\_\_\_  
Name



\_\_\_\_\_  
Signature (Borrower)

\_\_\_\_\_  
Name



\_\_\_\_\_  
Signature (Co Borrower)

\_\_\_\_\_  
Name



\_\_\_\_\_  
Signature (Co Borrower)

\_\_\_\_\_  
Name



\_\_\_\_\_  
Signature (Co Borrower)

## SCHEDULE IV

### GENERAL LIEN AND SET OFF

Date: \_\_\_\_\_

Place: \_\_\_\_\_

To,

**IFFCO Kisan Finance Limited**

IFFCO Sadan, C-1, District Centre, Saket Place,  
New Delhi-110017

I/We, Mr./Mrs./M/s. \_\_\_\_\_, \_\_\_\_\_, Indian citizens of age \_\_\_\_,  
\_\_\_\_, \_\_\_\_ years, residing at \_\_\_\_\_,  
\_\_\_\_\_, and \_\_\_\_\_ hereby unconditionally and  
without limitation, state the following:

1. That in addition to general lien or similar right to which you as IFFCO Kisan Finance Limited ("**Lender**") is entitled by law, you may at any time and without notice to me in your absolute discretion, combine or consolidate all or any of my accounts and set off or transfer any sums or sums standing to the credit of any one or more such accounts in or toward satisfaction of any of my liabilities to you on any other account or in any other respect whether such liabilities be actual or contingent primary or collateral and several or joint.
2. That in respect of all such accounts and liabilities aforesaid you shall have a lien on all assets, stocks, shares, securities, property and/or book debts belonging to me or now or hereafter held by you for safe custody, collection, or otherwise and all moneys now or hereafter standing to my credit with you or any current or any other account and you will have the right to sell, realize, all such securities and property as aforesaid for the purpose of realizing your dues.
3. That I hereby agree, confirm and undertake that I will at all times and as and when required, make out a clear and marketable title to the asset procured from the secured loan granted to me by Lender, to the satisfaction of Lender and/or counsel of Lender, free from all reasonable doubts, claims and encumbrances. No change that would materially affect the said property has taken place after the submission of my application to Lender.
4. That the aforesaid rights are available to you notwithstanding any agreement between me and you, to the contrary and notwithstanding the fact that a particular security is given to you earmarked for a particular secured loan or account and the same is cleared by me by payment.

I, the above named do hereby subscribe my hand hereto, the day and year mentioned hereinabove.

Signed and Delivered by Borrower, Co Borrower(s) and Guarantor(s) (where ever applicable). In token of and witness of having read, verified, understood, irrevocably agreed to, accepted, confirmed and declared all the pages nos. 1 to 15 of this agreement, the schedule, all contents thereof including all the terms and conditions contained therein, and having authenticated accuracy and correctness of the same.

\_\_\_\_\_  
Name



Signature (Borrower)

\_\_\_\_\_  
Name



Signature (Co Borrower)

\_\_\_\_\_  
Name



Signature (Co Borrower)

\_\_\_\_\_  
Name



Signature (Co Borrower)



## SCHEDULE V

### DECLARATION FOR SIGNING IN VERNACULAR LANGUAGE/AFFIXING OF THUMB IMPRESSION

Date: \_\_\_\_\_







Place: \_\_\_\_\_

I, Mr./Ms. \_\_\_\_\_, an Indian citizen of age \_\_\_\_ years, residing at \_\_\_\_\_, ("**Declarant**") do hereby state and declare on solemn affirmation that:

I have been read out and explained the contents of the Agreement and all other documents incidental to availing the Loan from IFFCO Kisan Finance Limited, a non-banking financial company registered under the Reserve Bank of India Act, 1934, incorporated under the provisions of the Companies Act, 2013 & having its registered office at IFFCO Sadan, C-1, District Centre, Saket Place, New Delhi - 110017 (hereinafter referred to as the "**Lender**" which expression shall unless repugnant to the context be deemed to include its successors and permitted assigns") by Mr./Ms. \_\_\_\_\_, an Indian citizen of age \_\_\_\_ years, residing at \_\_\_\_\_ (hereinafter referred to as the "**Translator**", which expression shall mean and include such Person's successors, legal heirs, executors, administrators and permitted assigns).

The Borrower affirms and agrees that he/she has understood the same and do hereby agree to abide by all the terms and conditions of the Loan as set out in the Loan-cum-Hypothecation Agreement dated \_\_\_\_\_ entered into between him/her and the Lender.

I declare that whatever I have stated hereinabove is true and correct to the best of my knowledge and belief.

----- Name of Translator	----- Name of Borrower	----- Relation to Borrower
 ----- Signature of Translator	 ----- Signature/Thumb Impression of Borrower	 ----- Signature/Thumb Impression of Co-Borrower
 ----- Signature/Thumb Impression of Co-Borrower	 ----- Signature/Thumb Impression of Co-Borrower	 ----- Signature/Thumb Impression of Guarantor



## ADDENDUM TO LOAN CUM HYPOTHECATION AGREEMENT

This addendum (“**Addendum**”) is attached to and forms part of the Loan cum Hypothecation Agreement (“**Agreement**”) dated \_\_\_\_\_ entered into by and between **the Lender, the Borrower, and the Guarantor** (each as defined below).

This Addendum is made and executed on \_\_\_\_\_ (“**Effective Date**”) by and between:

- (1) **IFFCO Kisan Finance Limited**, a non-banking financial company registered under the Reserve Bank of India Act, 1934, incorporated under the provisions of the Companies Act, 2013 and having its registered office at IFFCO Sadan, C-1, District Centre, Saket Place, New Delhi-110017 (hereinafter referred to as the “**Lender**” which) expression shall unless repugnant to the context be deemed to include its successors and permitted assigns”) of the **FIRST PART; AND**
- (2) The person(s) specified as borrower(s) or co-borrower(s) in **Schedule I** to the attached Agreement (hereinafter collectively referred to as the “**Borrower**” which expression shall mean and include such person’s successors, legal heirs, executors, administrators and permitted assigns) of the **SECOND PART; AND**
- (3) The person(s) specified as guarantor(s) in **Schedule I** to the attached Agreement (hereinafter referred to as the “**Guarantor**”, which expression shall mean and include such person’s successors, legal heirs, executors, administrators and permitted assigns) of the **THIRD PART.**

The Lender, the Borrower and the Guarantor shall hereinafter be referred to individually as a “**Party**” and collectively as “**Parties**”.

### WHEREAS

- A. The Borrower has entered into the Agreement for the purpose of availing a Loan from the Lender for the purchase of the Asset and thereafter hypothecating the Asset purchased from the Disbursed Amount to the Lender.
- B. Simultaneous to the execution of the Agreement, the Parties have discussed and mutually agreed to enter into this Addendum, on the terms and conditions as set out hereunder.
- C. The Parties hereby agree and acknowledge that all other provisions of the Agreement shall continue to remain in full force and effect. Any undefined terms in this Addendum shall have the same meaning as defined and interpreted in the Agreement.
- D. The terms and conditions recorded in this Addendum shall be read and interpreted in conjunction with those of the Agreement. In the event there is an inconsistency in the interpretation of the provisions of the Agreement and this Addendum, the terms of this Addendum shall take precedence.

**It is agreed between the Parties that the Borrower, being a company incorporated under the Companies Act, 1956/2013, or a limited liability partnership incorporated under the Limited Liability Partnership Act, 2008 or any other incorporated or registered entity under Applicable Law, agrees to the following in addition to the terms of the Agreement:**

### 1. REPRESENTATIONS AND WARRANTIES

- 1.1. The Borrower is a legally, validly incorporated and existing company under the Companies Act, 1956/2013 or a limited liability partnership under the Limited Liability Partnerships Act, 2008 or any other duly incorporated and/or registered entity under Applicable Law. The Borrower or the representatives of the Borrower executing the Agreement has/have the corporate power,

authority and adequate legal capacity to enter into and execute the Agreement and the documents to be executed in pursuance thereof, and are duly and properly authorized to do so.

- 1.2. The Borrower is not restricted, regulated or prevented in any manner under the constitutional documents / incorporation documents of the Borrower, terms, covenants, conditions or provisions of, any other agreement, contract or instrument to which the Borrower is a party or by which it or any of its properties or assets is bound and contract or otherwise from executing and undertaking the obligations in the manner provided in this Agreement. Upon execution, this Agreement shall be a valid and legally binding commitment of the Borrower, enforceable against it under the terms and conditions specified in the Agreement.
- 1.3. The Borrower hereby represents and warrants to the Lender that it is under no contractual or other restrictions or obligations which are inconsistent with the execution of the Agreement.
- 1.4. The Borrower warrants that it shall attain the required permissions and approval from its board of directors or any other appropriate managing authority of the Borrower for the hypothecation of the Security in favour of the Lender.

## 2. INFORMATION RIGHTS

- 2.1. The Borrowers shall immediately notify the Lender of any change in the composition of board of directors, change in the corporate structure of the Borrower, change in control of the Borrower, any mergers/acquisition or any equivalent change in the composition of the managing authority of the Borrower.

**IN WITNESS WHEREOF** the Parties hereto have duly executed this Addendum as of the date and year hereinabove first written.

<p><b>( The Borrower )</b></p> <p>Signature: .....</p> <p>Name .....</p> <p>Date: .....</p>	<p><b>( The Co-Borrower )</b></p> <p>Signature: .....</p> <p>Name .....</p> <p>Date: .....</p>	<p><b>( The Co-Borrower )</b></p> <p>Signature: .....</p> <p>Name .....</p> <p>Date: .....</p>
<p><b>( The Co-Borrower )</b></p> <p>Signature: .....</p> <p>Name .....</p> <p>Date: .....</p>	<p><b>( The Guarantor )</b></p> <p>Signature: .....</p> <p>Name .....</p> <p>Date: .....</p>	<p><b>( For and on behalf of the Lender )</b></p> <p>Signature: .....</p> <p>Name .....</p> <p>Date: .....</p>

# POST DATED CHEQUE ACKNOWLEDGEMENT LETTER

Customer Name	
Address	
Contact No.'s	
Loan Product	
Loan Amount Rs.	
EMI Repayment Mode (Circle the correct Mode)	

## Mention The Count of Cheque Received

Cheque Received : (A) Cheque Dated : \_\_\_\_\_ (B) Cheques Undated : \_\_\_\_\_  
 Cheque Amount : (A) Filled Dated : \_\_\_\_\_ (B) Blank : \_\_\_\_\_

Cheques Handed over to Mr. Mrs. : \_\_\_\_\_

Sourcing Channel Name : \_\_\_\_\_

Drawee Bank From	Cheque No. (From - To)	Cheque Amount	Cheque Dated	Account No.	Purpose (EMI/Security Cheque)

I ..... hereby confirm that I have handed over ..... Cheques detailed above towards repayment of EMI or security cheque for thw loan already taken / to be from IFFCO Kisan Finance Ltd. and that all cheques were drawn in favour of "IFFCO Kisan Finance Ltd. A/C ..... Loan" and also recored my name on the reverse side of the cheques.

Date:..... ( Borrower Name ) .....



.....  
(Signature of Borrower)

This is to confirm that physical cheques were cross tallied with the above schedule and found correct.

Signature			
Name			
	Sales Executive/CPA	COPS Staff	
BARCODE NO. :		SYSTEM AGR No. :	

M/s. IFFCO Kisan Finance Ltd.

IFFCO Sadan, C-1, District Centre, Saket Place,  
New Delhi-110017

Language	Declaration	Signature of Applicant (A) / Co-Applicant (C) / Gurantor (G) (Against Applicable Box)
English	I/We have understood all the terms and conditions related to the sanction letter, loan contract agreement, including but not limited to master terms and conditions, key fact statements, guarantee provisions, etc. The most important terms and conditions, key statement of fact and provisions of the Fair Practice Code in respect of the loan facility received from IKFL are explained in the language I/we understand, all documents read by the translator, translated and explained to me/us in the language that I/we understand. I/We agree and confirm that I/We have put our thumb/sign on the above documents after fully understanding the contents of all the documents mentioned above and their implications.	A.
		C-1.
		C-2.
		G.
Hindi हिंदी	मैंने/हमने मंजूरी पत्र, ऋण अनुबंध समझौते से संबंधित सभी नियमों और शर्तों को समझ लिया है, जिनमें मास्टर नियम और शर्तें, मुख्य तथ्य कथन, गारंटी प्रावधान आदि शामिल हैं, लेकिन इन्हीं तक सीमित नहीं हैं। आईकेएफएल से प्राप्त ऋण सुविधा के संबंध में सबसे महत्वपूर्ण नियम और शर्तें, मुख्य तथ्य कथन तथा उचित व्यवहार संहिता के प्रावधानों को उस भाषा में समझाया गया है जिस भाषा मैं/हम समझते हैं, सभी दस्तावेज अनुवादक द्वारा पढ़े, अनुवादित और मुझे/हमें उस भाषा में समझाए गए हैं जिसे मैं/हम समझते हैं। मैं/हम सहमत हैं और पुष्टि करते हैं कि मैंने/हमने ऊपर उल्लिखित सभी दस्तावेजों की सामग्री और उनके निहितार्थों को पूरी तरह से समझने के बाद उपरोक्त दस्तावेजों पर अपना अंगूठा लगाया है/हस्ताक्षर किए हैं।	A.
		C-1.
		C-2.
		G.
Teluge तेलगु తెలుగు	ప్రధాన నిబంధనలు మరియు షరతులు, ముఖ్య వాస్తవాల ప్రకటన, హామీ నిబంధనలు మొదలైన వాటికి మాత్రమే పరిమితం కాకుండా రిటర్న్ ఆఫ్ ఇన్స్ట్రుమెంట్, లోన్ కాంట్రాక్ట్ అప్రెమియం సంబంధించిన అన్ని నిబంధనలు మరియు షరతులను నేను/మేము అర్థం చేసుకున్నాము. IKFL నుండి రుణ సదుపాయానికి సంబంధించి కొద్ది ఆఫ్ డెయిర్ ప్రాక్టీస్ యొక్క అత్యంత ముఖ్యమైన నిబంధనలు మరియు షరతులు, ముఖ్య వాస్తవాల మరియు నిబంధనల నేను/మేము అర్థం చేసుకున్నాం. ఛాపర్ షిఫ్ట్ షిఫ్ట్/చెక్/చెక్/చెక్, అన్ని పత్రాలను అనువాదం చేసింది, అనువాదించారు మరియు నాకు/మాకు అర్థం చేసుకున్నాం. ఛాపర్ నాకు/మాకు వివరించారు. సైన్ చేయడాన్ని అన్ని పత్రాల విషయాలను మరియు వాటి చెక్కులను పూర్తిగా అర్థం చేసుకున్నాం. తర్వాత నేను/మేము నా బొటంపై ముద్రను వర్తింపజేశాము/పై పత్రాలపై సంతకం చేశాము అని నేను/మేము అంగీకరిస్తున్నాను మరియు ధృవీకరిస్తున్నాము.	A.
		C-1.
		C-2.
		G.
Punjabi ਪੰਜਾਬੀ ਪੰਜਾਬੀ	ਮੈਂ/ਅਸੀਂ ਪ੍ਰਭਾਵਨੀ ਪੱਤਰ, ਲੋਨ ਇਕਰਾਰਨਾਮੇ ਨਾਲ ਸਬੰਧਤ ਸਾਰੇ ਨਿਯਮਾਂ ਅਤੇ ਸ਼ਰਤਾਂ ਨੂੰ ਸਮਝ ਲਿਆ ਹੈ ਜਿਸ ਵਿੱਚ ਮਾਸਟਰ ਨਿਯਮ ਅਤੇ ਸ਼ਰਤਾਂ, ਮੁੱਖ ਤੱਥ ਬਿਆਨ, ਗਾਰੰਟੀ ਪ੍ਰਬੰਧਾਂ ਆਦਿ ਤੱਕ ਸੀਮਿਤ ਨਹੀਂ ਹਨ। ਆਈ. ਕੇ. ਐਫ. ਐਲ. ਤੋਂ ਲੋਨ ਦੀ ਸਹੂਲਤ ਦੇ ਸੰਬੰਧ ਵਿੱਚ ਸਭ ਤੋਂ ਮਹੱਤਵਪੂਰਨ ਨਿਯਮ ਅਤੇ ਸ਼ਰਤਾਂ, ਮੁੱਖ ਤੱਥ ਅਤੇ ਨਿਰਪੱਖ ਅਭਿਆਸਾਂ ਦੇ ਜਾਬਤਾਂ ਦੇ ਪ੍ਰਬੰਧਾਂ ਨੂੰ ਉਸ ਭਾਸ਼ਾ ਵਿੱਚ ਸਮਝਾਇਆ ਗਿਆ ਹੈ ਜਿਸ ਨੂੰ ਮੈਂ/ਅਸੀਂ ਸਮਝਦੇ ਹਾਂ, ਸਾਰੇ ਦਸਤਾਵੇਜ਼ ਅਨੁਵਾਦਕ ਦੁਆਰਾ ਪੜ੍ਹੇ ਗਏ ਹਨ, ਅਨੁਵਾਦ ਕੀਤੇ ਗਏ ਹਨ ਅਤੇ ਮੈਨੂੰ/ਸਾਨੂੰ ਉਸ ਭਾਸ਼ਾ ਵਿੱਚ ਸਮਝਾਇਆ ਗਿਆ ਹੈ ਜਿਸ ਨੂੰ ਮੈਂ/ਅਸੀਂ ਸਮਝਦੇ ਹਾਂ। ਮੈਂ/ਅਸੀਂ ਸਹਿਮਤ ਹਾਂ ਅਤੇ ਪੁਸ਼ਟੀ ਕਰਦੇ ਹਾਂ ਕਿ ਮੈਂ/ਅਸੀਂ ਉਪਰ ਦੱਸੇ ਗਏ ਸਾਰੇ ਦਸਤਾਵੇਜ਼ਾਂ ਦੀ ਸਮੱਗਰੀ ਅਤੇ ਉਨ੍ਹਾਂ ਦੇ ਪ੍ਰਭਾਵਾਂ ਨੂੰ ਪੂਰੀ ਤਰ੍ਹਾਂ ਸਮਝਣ ਤੋਂ ਬਾਅਦ ਉਪਰੋਕਤ ਦਸਤਾਵੇਜ਼ਾਂ 'ਤੇ ਦਸਤਖਤ ਕੀਤੇ ਹਨ।	A.
		C-1.
		C-2.
		G.
Urdu اردو اردو	گارنٹی کی دفعات وغیرہ تک محدود نہیں ہے۔ آئی کے ایف ایل سے قرض کی سہولت سے متعلق کوڈ آف پریکٹس کے سب سے اہم شرائط و ضوابط، نمایاں حقائق اور دفعات کی وضاحت اس زبان میں کی گئی ہے جسے میں/ہم سمجھتے ہیں، تمام دستاویزات کو مترجم نے پڑھا ہے، ترجمہ کیا ہے اور مجھے/ہمیں اس زبان میں سمجھایا ہے جسے میں/ہم سمجھتے ہیں۔ میں/ہم اتفاق کرتے ہیں اور اس بات کی تصدیق کرتے ہیں کہ میں/ہم نے اوپر بیان کردہ تمام دستاویزات کے مندرجات اور ان کے مضمرات کو پوری طرح سمجھنے کے بعد اپنے انکوائف کا نشان لگایا ہے/مندرجہ بالا دستاویزات پر دستخط کیے ہیں۔	A.
		C-1.
		C-2.
		G.
Gujarati ગુજરાતી ગુજરાતી	હું/અમે સ્વીકૃતિ પત્ર, લોન કરારને લગતા તમારા નિયમો અને શરતોમાંથી પસાર થયા છીએ, જેમાં નિયમો અને શરતો, મુખ્ય અધિકાર કરાર, કાનૂની જવાબદારીઓ વગેરે સહિત લેખિત કરારનો સમાવેશ થતો જાય છે. આઇ. કે. એફ. એલ. પાસેથી મળેલી આચાર સંહિતાના સૌથી મહત્વપૂર્ણ નિયમો અને શરતો, મુખ્ય તથ્યો અને જોગવાઈઓ એવી ભાષામાં સમજાવવામાં આવે છે જે હું/આપણે સમજીએ છીએ, બધા દસ્તાવેજો અનુવાદક દ્વારા વાંચવામાં આવે છે, અનુવાદિત થાય છે અને મને/અમને એવી ભાષામાં સમજાવવામાં આવે છે જે હું/આપણે સમજીએ છીએ. હું સમત છું અને પુષ્ટિ કરું છું કે મેં ઉપરોક્ત દેશી પર ઉપરોક્ત દેશીની સામગ્રી અને અસરોને સંપૂર્ણ રીતે આવરી લીધી છે.	A.
		C-1.
		C-2.
		G.
Marathi मराठी मराठी	मी/आम्ही मंजूरी पत्र, कर्ज करार कराराशी संबंधित सर्व अटी आणि शर्ती समजून घेतल्या आहेत, ज्यात मुख्य अटी आणि शर्ती, मुख्य वस्तुस्थिती विधाने, हमी तरतुदी इत्यादीपर्यंत मर्यादित नाहीत. आय. के. एफ. एल. कडून मिळालेल्या कर्जाच्या सुविधेच्या संदर्भात सर्वात महत्वाच्या अटी आणि शर्ती, मुख्य तथ्ये मुख्य विधान समजून घेतल्या आहेत. कर्जाच्या तरतुदी मला/आम्हाला समजणाऱ्या भाषेत, अनुवादकाने वाचलेल्या सर्व कागदपत्रांमध्ये, मला/आम्हाला समजणाऱ्या भाषेत अनुवादित आणि समजावून सांगितलेल्या भाषेत स्पष्ट केल्या आहेत. मी/आम्ही सहमत आहोत आणि पुष्टी करतो की मी/आम्ही वर नमूद केलेल्या सर्व कागदपत्रांची सामग्री आणि त्यांचे परिणाम पूर्णपणे समजून घेतल्यानंतर वरील कागदपत्रावर आपला अंगठा/सही ठेवली आहे.	A.
		C-1.
		C-2.
		G.
Tamil தமிழ் தமிழ்	முதன்மை விதிமுறைகள் மற்றும் நிபந்தனைகள், முக்கிய உண்மைகள் அறிக்கை, உத்தரவாத ஏற்பாடுகள் போன்றவை உட்பட ஆனால் அளவு மட்டுமல்லாமல் ஒப்பந்தக் கடிதம், கடன் ஒப்பந்த ஒப்பந்தம் தொடர்பான அனைத்து விதிமுறைகளையும் நிபந்தனைகளையும் தான்/தாங்கள் புரிந்து கொண்டுள்ளோம். இ. கே. எஃப். எல். இவற்றை கடன் வாங்கி தொடர்பான மிக முக்கியமான விதிமுறைகள் மற்றும் நிபந்தனைகள், முக்கிய உண்மைகள் மற்றும் நிபந்தனைகள் குறிப்பிட்ட விதிகள் எனக்கு/எங்களுக்கு புரியும் மொழியில் விளக்கப்பட்டுள்ளன, அனைத்து ஆவணங்களும் மொழிபெயர்ப்பாளரால் படிக்கப்பட்டு, மொழிபெயர்க்கப்பட்டு எனக்கு/எங்களுக்கு புரியும் மொழியில் விளக்கப்பட்டுள்ளன. மேலே குறிப்பிட்டுள்ள அனைத்து ஆவணங்களின் உண்மைக்களையும் அவற்றின் தர்க்கங்களையும் முழுமையாகப் புரிந்துகொண்ட பிறகு தான்/தாங்கள் எனது கடன்களில் முத்திரையைப் பயன்படுத்தினோம்/மேலே உள்ள ஆவணங்களில் எங்கெங்கு/இடம் எங்கெங்கு ஒப்பிக்கொண்டிருக்கிறோம் மற்றும் உறுதிப்படுத்துகிறோம்.	A.
		C-1.
		C-2.
		G.
Bengali বাংলা বাংলা	অমি/আমরা অনুমোদন পত্র, ঋণ চুক্তি চুক্তি সম্পর্কিত সমস্ত শর্তাবলী বুঝতে পেরেছি যার মধ্যে গারান্টি শর্তাবলী, মূল তথ্য বিবৃতি, গারান্টি বিধান ইত্যাদি সীমাবদ্ধ নয়। আই. কে. এফ. এল. কাছ থেকে ঋণ সুবিধা সম্পর্কিত সবার গুরুত্বপূর্ণ শর্তাবলী, প্রধান তথ্য এবং বিধানগুলি অমি/আমরা যে ভাষায় বুঝি সেই ভাষায় বাখ্যা করা হয়েছে, সমস্ত নথি অনুবাদক দ্বারা পড়া হয়েছে, অনুবাদ করা হয়েছে এবং আমাদের কাছে বাখ্যা করা হয়েছে যে আমরা অমি/আমরা বুঝি। অমি/আমরা একমত এবং নিশ্চিত করছি যে অমি/আমরা উপর উল্লিখিত সমস্ত নথির বিষয়বস্তু এবং তাদের প্রামাণ্যিক সম্পূর্ণভাবে বোঝার পরে উপরোক্ত নথিতে আমার আঙুলের ছাপ প্রদান করেছি/আমরা করেছি।	A.
		C-1.
		C-2.
		G.



[illegible]

## INSURANCE UNDERTAKING

Date: \_\_\_\_\_

**M/s. IFFCO Kisan Finance Ltd.**

IFFCO Sadan, C-1, District Centre, Saket Place,  
New Delhi-110017

### SUBJECT: I NSURANCE UNDERTAKING

Dear Sir,

- 1) I wish & undertake to insure my Vehicle/Equipment/other (pl specify) .....  
with .....
- 2.) I am fully responsible for the insurance of my asset/s and undertake to make sure that it is comprehensively insured at all times,  
and shall keep IFFCO Kisan Finance Ltd. indemnified of the same. Further, I will ensure that lien on my insurance policy is marked  
favouring IFFCO Kisan Finance Ltd. till the loan is fully repaid.
- 3.) I am fully aware that my IFFCO Kisan Finance Ltd. Loan repayment is independent of delivery I insurance claim processing/state  
of my asset.
- 4.) Notwithstanding the above, I hereby authorize you to add insurance premium, to ensure prompt and adequate insurance  
coverage during the currency of the loan agreement, by way of deposit and I will pay the amount so added for this purpose and  
included in the instalments mentioned in the first Schedule to the loan agreement.

Yours truly,

Mr./Ms./M/s ..... (Borrower)  
(Name)

 Signature.....

Mr./Ms./M/s ..... (CO-Borrower)  
(Name)

 Signature.....

Mr./Ms./M/s ..... (CO-Borrower)  
(Name)

 Signature.....

Mr./Ms./M/s ..... (CO-Borrower)  
(Name)

 Signature.....

## Priority Sector Advance declaration by customer availing loan

Borrower Name		Location	
		Loan Applied for Rupees	

PSL Category	Description / Declaration by the borrower
<p>[Please Tick(✓) as applicable]</p> <p><input type="checkbox"/> Direct Agriculture (Individual Farmers)</p>	<p>I / we declare that the land admeasures _____ (acres) at the address: _____</p> <p>_____ belongs to me/us and I/we herewith enclose the documents pertaining to the ownership of the same and the aforesaid loan shall be used by me/us solely for the purpose of agriculture.</p>
<p><input type="checkbox"/> Direct Agriculture (Allied Activities - Individual Farmers )</p>	<p>I / we are carrying out the following allied agricultural activity (as ticked below) and the aforesaid loan shall be used by me/us solely for the purpose of below allied activity input.</p> <div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> Dairy  <input type="checkbox"/> Poultry  <input type="checkbox"/> Piggery </div> <div> <input type="checkbox"/> Fishery  <input type="checkbox"/> Bee-keeping  <input type="checkbox"/> Sericulture </div> </div>
<p><input type="checkbox"/> Indirect Agriculture</p>	<p>I / we are carrying out the following agriculture/allied activity or assist/support agri/allied activity (as ticked below) and the aforesaid loan shall be used by me/us solely for the business purpose</p> <div style="margin-top: 10px;"> <input type="checkbox"/> Partnership firm, Corporate, Institutes engaged in agriculture activity  <input type="checkbox"/> Partnership firm, Corporate, Institutes engaged in-allied activity- Dairy/Poultry/Flshery, Animal husbandry, Bee-keeping and sericulture (up to cocoon stage)  <input type="checkbox"/> Trading/sale of Fertilizer / Pesticides / Seeds  <input type="checkbox"/> Trading/sale of Cattle Feed/Poultry feed/Agri equipment/machinery etc.  <input type="checkbox"/> Custom Service Units managed by individuals, institutions or organisations who maintain a fleet of tractors, bulldozers, well-boring equipment, threshers, combines, etc., and undertake farm work for farmers on contract basis  <input type="checkbox"/> *Storage units like warehouse, godown, silos, market yards, cold storage units to store agri produce/ products irrespective of location </div> <p>Note: If the storage unit is a micro or small enterprise, such loans will be classified under loans to Micro and Small Enterprises sector.</p>
<p><input type="checkbox"/> Manufacturing Enterprises</p>	<p>I / we hereby declare that I/ we are running a business unit which is a Small Scale Industry engaged in manufacture/processing/preservation of goods. I/ we also declare that our investment in Plant &amp; Machinery is less than Rs 5 Crores and the aforesaid loan shall be used by me I us solely for the purpose of business.</p> <p>I / we hereby declare that to the best of our knowledge and belief that the amount of Original cost of investment in all types of plant and machinery used for my business ..... is around Rs. .... lacs. (Please fill the amount )</p>

PSL Category	Description / Declaration by the borrower
<input type="checkbox"/> Service Enterprises	<p>Enterprises engaged in providing or rendering of services and whose investment in equipment (original cost excluding land and building and furniture, fittings and other items not directly related to the service rendered is less than 2 Crores. Below are the industries classified within Service enterprises subject to borrower Total loan limit with Bank upto 5 crore.</p> <p><input type="checkbox"/> Small business - I / we hereby declare that I am / we are running a small business enterprise ,providing services and also declare that the cost of equipment acquired by us for running our business is less than Rs 2 Crores and the aforesaid loan shall be used by me/us solely for the purpose of business. I/ we hereby declare that to the best of our knowledge and belief that the total amount of original cost of investment in all types of plant and machinery used for my business ..... is around Rs.....Lacs. (Please fill the amount )</p> <p><input type="checkbox"/> Retail Trade - I/ We hereby declare that I am / we are trader/traders and the aforesaid loan shall be used by me/us solely for the purpose of business. I/We hereby declare that to the best of our knowledge and belief that the total amount of original cost of investment in all types of plant and machinery used for my business..... Is around Rs.....Lacs. (Please fill the amount )</p> <p><input type="checkbox"/> SRTTO (Small Road Transport / Taxi Operator)- I/We hereby declare that I am/we are Transport operators and will also declare the cost of vehicles and the aforesaid loan shall be used by me/us solely for the purpose of transport business. I/ We hereby declare that to the best of our knowledge and belief that the total amount of original cost of investment in all types of plant and machinery used for my business ..... is around Rs.....lacs. (Please fill the amount )</p> <p><input type="checkbox"/> Professional &amp; Self Employed - I / we hereby declare that I am/we are running a Profession &amp; self employed business, providing services and also declare that the cost of equipment acquired by us for running our business is less than Rs 2 Crores and the aforesaid loan shall be used by me/us solely for the purpose of business. I/We hereby declare that to the best of our knowledge and belief that the total amount of original cost of investment in all types of plant and machinery used for my business..... is around Rs.....Lacs. (Please fill the amount)</p>
<input type="checkbox"/> Khadi& Village Industries Sector	<p>I/we hereby declare that I am/we are running a business unit of ..... and the aforesaid loan shall be used by me/us solely for the purpose of business.</p>

I/ we are aware that it is on the faith of this representation , declaration and confirmation that you have agreed to consider my loan borrower for financial assistance under category ..... (same as ticked above Priority Sector Advances defined in various circulars I guidelines of Reserve Bank of India. We shall indemnify the bank to make the loss goods in the event of any loss or damage that may arise on account of false I incorrect declaration by me/us as stated above .

.....  
Name of Borrower



.....  
Signature of Borrower



**M/s. IFFCO Kisan Finance Ltd.**


IFFCO Sadan, C-1, District Centre, Saket Place,  
New Delhi-110017


**SUBJECT: RELINQUISHMENT OF ALL CLAIMS**


Dear Sir,


I/We hereby unconditionally declare that pursuance to the termination of our Loan cum Hypothecation Agreement No. ....  
..... dated ..... with you, I/We do not have claim of any nature what soever on amount paid by us towards  
the loan installment, service, charges, bank charges or interest accrued there on any monies paid under the provisions of the  
Agreement.

I / We further undertake that all guarantees given by us & contained in-the Agreement shall survive this termination in so far  
they relate to events that occurred during the tenure of the Agreement.

  
\_\_\_\_\_  
Signature (Borrower)

  
\_\_\_\_\_  
Signature (Co Borrower)

  
\_\_\_\_\_  
Signature (Co Borrower)

  
\_\_\_\_\_  
Signature (Co Borrower)

**AUTHORITY LETTER FOR HANDING OVER RC & TRANSFER OF VEHICLE**

From,

To,

The Registering Authority,  
Motor Vehicles Department,

.....

Dear Sir,

I /we have to inform you that I/We have taken a .....  
bearing Engine No ..... Chassis No .....  
Year of Manufacture ..... on loan, from M/s. IFFCO Kisan Finance Limited.  
who are the owners of th same.

I/ we have duly applied for registering the above vehicle under the Rules and authorize you to handover the registration certificate  
of the asset to M/s. IFFCO Kisan Finance Limited.

I/ we also hereby authorise you to transfer the said vehicle any time, on request of M/s. IFFCO Kisan Finance Limited.

This is IRREVOCABLE on my/our part.

**Your faithfully,**

  
.....  
**BORROWER**

## AUTHORITY LETTER FOR PAYMENT TO THIRD PARTY/DEALER/SELLER/OWNER

To,

Date,;

**M/s. IFFCO Kisan Finance Ltd.**

IFFCO Sadan, C-1, District Centre, Saket Place, New Delhi-110017

Sir,

Ref : Loan Agreement No. ....

This has reference to my/our application dated ..... for a loan of Sum of Rs. ....  
to purchase a ..... I / we note that you have sanctioned the same.

Pursuant to the above, I / we have also executed the necessary loan documents with you along with the guarantor  
Mr/Ms. ....as above. Since I/We intend buying the asset / Vehicle .....  
..... (Description of Asset) From ..... (Dealer/Seller/Owner)  
I / We request you to make payment of the sum of Rs. .... towards the value of the asset to  
M./s.....(Dealer/Seller/Owner Name & Address).

Thanking You,

Yours truly,



.....  
BORROWER

## RECEIPT OF VEHICLE

To,

**M/s. IFFCO Kisan Finance Ltd.**

IFFCO Sadan, C-1, District Centre, Saket Place, New Delhi-110017

Sir,

I/ We .....

hereby acknowledge having taken delivery from .....  
Motor Vehicle I Asset ..... Covered under Policy No. ....  
bearing Engine No ..... Chassis No ..... Machine No ..... in good order  
and Condition, complete with all tools and accessories, having availed loan against hypothecation of the said vehicle/asset from  
M/s. IFFCO Kisan Finance Ltd., IFFCO Sadan, C-1, District Centre, Saket Place, New Delhi - 110017, under loan agreement  
dated ..... and in accordance with the term and conditions contained therein.

Witness .....

Address .....

Place .....

Date .....

**Your faithfully,**



.....  
BORROWER

From:

Date:

To,

**M/s. IFFCO Kisan Finance Ltd.**

IFFCO Sadan, C-1, District Centre, Saket Place,  
New Delhi-110017

Sir,

Sub.: **Acknowledgement & Confirmation of Debt.**

Ref.: Loan-Cum-Hypothecation Agreement dated .....

This is to confirm that as of today, a sum of Rs. ....

(Rupees ..... only) is due from

me under the captioned Loan-cum-Hypothecation Agreement executed by me. I hereby acknowledge and admit my liability to pay the same to you on demand.

Thanking You,

**Your faithfully,**



.....  
**BORROWER**

## Declaration For End Use

I/We the undersigned, solemnly declare on oath through this declaration as under


Name of the borrower

Name of the co-borrower


All residing at village \_\_\_\_\_: Teh/Block \_\_\_\_\_ Dist  
: \_\_\_\_\_, State : \_\_\_\_\_ hereby confirm  
that I/We have applied for a loan of Rs. \_\_\_\_\_ from IFFCO Kisan Finance Ltd.  
against security of our old tractor Registration No \_\_\_\_\_  
which is registered in the name of \_\_\_\_\_.

We hereby confirm that the proceeds of the loan will be used for following purposes: (Please tick mark whichever are applicable)

1. Crop production expenses
2. Purchase of cattle's
3. Laying of pipeline
4. Land development/Farm development
5. Construction of cattle shed
6. Purchase of irrigation equipment's
7. Repair and maintenance of implements/trolley/Rotavator etc
8. Any Other (Please Specify) -

 \_\_\_\_\_  
Signature (Borrower)

 \_\_\_\_\_  
Signature (Co Borrower)

 \_\_\_\_\_  
Signature (Co Borrower)

 \_\_\_\_\_  
Signature (Co Borrower)

## Customer declaration format for Implement Loan

Date: \_\_\_\_\_

From, (Customer Name and Address)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

To,  
The Manager  
IFFCO Kisan Finance Ltd.,  
\_\_\_\_\_

Dear Sir,

Ref: Acknowledgment of Implement (\_\_\_\_\_) Receipt  
Make \_\_\_\_\_ model \_\_\_\_\_ bearing Serial No. \_\_\_\_\_

I hereby confirm and state that I availed Implement loan from IFFCO Kisan Finance Ltd. and executed necessary loan documents vide loan agreement no. \_\_\_\_\_

I hereby confirm that I received the \_\_\_\_\_ (Implement Name) mentioned above and the same is good and in working condition.

I consent that the aforementioned Implement is hypothecated to your organisation and the lien over the original invoice is already been done in favour of your company.

I undertake that the aforementioned Implement will not be sold/alienated to any third party for the same, and I will continue payment of installments within the stipulated time.

Signature: \_\_\_\_\_  
(Applicant Signature)

## Consent for Collateral security for Implement Loan

Date: \_\_\_\_\_

To,  
The Manager  
IFFCO Kisan Finance Ltd.,  
\_\_\_\_\_

Dear Sir,

Subject: Cross Collateral for Implement Loan

A Loan facility of Rs. \_\_\_\_\_/-  
(Rupees \_\_\_\_\_ only) has  
been granted by you to me/us \_\_\_\_\_ (Borrower Name) vide  
Loan Account Number \_\_\_\_\_ and Asset No.  
\_\_\_\_\_ (Registration No. /Make/Model/YOM).

Further we wish to grant our consent to provide the above-mentioned asset as cross collateral to the loan  
facility of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only)  
to be availed by \_\_\_\_\_ (Borrower).

I/We confirm that the above said asset shall stand as collateral security for both the above-mentioned facility  
and IFFCO Kisan Finance Limited shall release the said asset on closure of both the facilities.

For \_\_\_\_\_

Signature: .....  
(Vehicle Owner/Borrower)

**FORM NO. 60**  
**(For Borrower Only)**  
**(Mandatory filled and signed by Applicant if not having a Valid PAN)**

[See Third proviso to rule 114B]

*Form of Declaration to be filed by a person who does not have either a permanent account number or General Index Register Number and who makes payment in cash in respect of transaction specified in clauses (a) to (h) of rule 114B*

1. Full name and address of the Declarant
2. Particulars of transaction
3. Amount of the transaction
4. Are you assessed to tax? Yes / No
5. If Yes,
  - (I) Details of Ward / Circle / Range where the last return of income was filed?
  - (II) Reasons for not having permanent account number / General Index Register Number?
6. Details of the document being produced in support of address in column (I)

*Verification*

I, \_\_\_\_\_

do hereby declare that what is stated above is true to the best of my knowledge and belief.

Verified today, the \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_  
Date: \_\_\_\_\_  
Place: \_\_\_\_\_



Signature of the declarant

Instructions: - Documents which can be produced in support of the address are:

- |   |  |
|---|--|
| (a) Ration Card                             | (f) Copy of the electricity bill or telephone bill showing residential address   |
| (b) Passport                                | (g) any document or communication issued by any authority of Central Government, State Government or Ion bodies showing residential address. |
| (c) Driving licence                         | (h) Any other-documentary evidence in support of his address given in the declaration.   |
| (d) Identity Card issued by any institution |  |
| (e) Adhar Card                              |  |

**FORM NO. 60**  
**(For Co-Borrower-1 Only)**  
**(Mandatory filled and signed by Co- Borrower -1 if not having a Valid PAN)**

[See Third proviso to rule 114B]

*Form of Declaration to be filed by a person who does not have either a permanent account number or General Index Register Number and who makes payment in cash in respect of transaction specified in clauses (a) to (h) of rule 114B*

7. Full name and address of the Declarant
8. Particulars of transaction
9. Amount of the transaction
10. Are you assessed to tax? Yes / No
11. If Yes,
  - (III) Details of Ward / Circle / Range where the last return of income was filed?
  - (IV) Reasons for not having permanent account number / General Index Register Number?
12. Details of the document being produced in support of address in column (I)

*Verification*

I, \_\_\_\_\_

do hereby declare that what is stated above is true to the best of my knowledge and belief.

Verified today, the \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_  
Date: \_\_\_\_\_  
Place: \_\_\_\_\_



Signature of the declarant

Instructions: - Documents which can be produced in support of the address are:

- |  |   |
|--|---|
| (i) Ration Card  | (p) Any other-documentary evidence in support of his address given in the declaration |
| (j) Passport   |   |
| (k) Driving licence  |   |
| (l) Identity Card issued by any institution                                    |   |
| (m) Adhar Card   |   |
| (n) Copy of the electricity bill or telephone bill showing residential address |   |
| (o) any document or communication issued by any authority of                   |   |

**FORM NO. 60**  
**(For Co-Borrower-2 Only)**  
**(Mandatory filled and signed by Borrower-2 if not having a Valid PAN)**

[See Third proviso to rule 114B]

*Form of Declaration to be filed by a person who does not have either a permanent account number or General Index Register Number and who makes payment in cash in respect of transaction specified in clauses (a) to (h) of rule 114B*

1. Full name and address of the Declarant
2. Particulars of transaction
3. Amount of the transaction
4. Are you assessed to tax? Yes / No
5. If Yes,
  - (I) Details of Ward / Circle / Range where the last return of income was filed?
  - (II) Reasons for not having permanent account number / General Index Register Number?
6. Details of the document being produced in support of address in column (I)

*Verification*

I, \_\_\_\_\_

do hereby declare that what is stated above is true to the best of my knowledge and belief.

Verified today, the \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_  
Date: \_\_\_\_\_  
Place: \_\_\_\_\_



Signature of the declarant

Instructions: - Documents which can be produced in support of the address are:

- (a) Ration Card
- (b) Passport
- (c) Driving licence
- (d) Identity Card issued by any institution
- (e) Adhar Card

- (f) Copy of the electricity bill or telephone bill showing residential address
- (g) any document or communication issued by any authority of Central Government, State Government or Ion bodies showing residential address.
- (h) Any other-documentary evidence in support of his address given in the declaration.

**FORM NO. 60**  
**(For Guarantor Only)**  
**(Mandatory filled and signed by Guarantor if not having a Valid PAN)**

[See Third proviso to rule 114B]

*Form of Declaration to be filed by a person who does not have either a permanent account number or General Index Register Number and who makes payment in cash in respect of transaction specified in clauses (a) to (h) of rule 114B*

7. Full name and address of the Declarant
8. Particulars of transaction
9. Amount of the transaction
10. Are you assessed to tax? Yes / No
11. If Yes,
  - (III) Details of Ward / Circle / Range where the last return of income was filed?
  - (IV) Reasons for not having permanent account number / General Index Register Number?
12. Details of the document being produced in support of address in column (I)

*Verification*

I, \_\_\_\_\_

do hereby declare that what is stated above is true to the best of my knowledge and belief.

Verified today, the \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_  
Date: \_\_\_\_\_  
Place: \_\_\_\_\_



Signature of the declarant

Instructions: - Documents which can be produced in support of the address are:

- (i) Ration Card
- (j) Passport
- (k) Driving licence
- (l) Identity Card issued by any institution
- (m) Adhar Card
- (n) Copy of the electricity bill or telephone bill showing residential address
- (o) any document or communication issued by any authority of

Central Government, State Government or Ion bodies showing residential address.

- (p) Any other-documentary evidence in support of his address given in the declaration



## VEHICLE SURRENDER LETTER

Date : .....

To,

The Manager,

IFFCO Kisan Finance Limited.

..... Branch

Address: .....

PIN .....

Sub : Surrender of Financed Vehicle

Loan Agreement No. : .....

Make and Model : .....

Registration No. : .....

Engine No. : .....

Chassis No : .....

Sir,

I, ....., S/o / D/o / W/o ....., had obtained a Vehicle Loan of Rs. .... from IFFCO Kisan Finance Ltd. (Company) vide Agreement no. .... to purchase the above vehicle which is duly hypothecated in favour of the Company, with a promise to repay the Loan amount along with agreed interest & charges payable to the company in terms of the said Agreement on timely manner.

Due to Financial difficulty I, am unable to ply/use the said vehicle and repay the Loan amount as per the terms of the Agreement and hence I am peacefully surrendering the above vehicle, without any coercion or pressure whatsoever, to Mr. ...., the authorized representative of the Company and hereby requesting the company to take all possible steps including auction/sale of the vehicle to the highest offer and adjust the sale proceeds against my dues. I also acknowledge that in case of any financial loss incurred by the Company after such Auction/sale, I shall be responsible to repay the said loss amount to the company on demand.

Regards,

Name .....

S/o / D/o / W/o .....

Address: .....



Signature (Borrower)



## DUAL D.O.B. DECLARATION

I, the undersigned (borrower /co-borrower), do hereby solemnly declare on oath that:

1. The Date of birth (DOB) on my OVD document, loan documents and application form belong to me.
2. That information given above is correct and nothing has been concealed and I am aware it is illegal and criminal offence to deliberately furnish false information or suppress information.
3. That I declare to be entirely responsible for any loss /expenses incurred by the **IFFCO Kisan Finance Ltd.** on account of relying on my declaration and subsequently make good these losses.

---

Signature of Borrower

---

Signature of Co-Borrower/ Guarantor

## DUAL NAME DECLARATION

I, the undersigned (borrower/co-borrower), do hereby solemnly declare on oath that:

1. The name on my OVD document, loan documents and application form belong to me.
2. That information given above is correct and nothing has been concealed and I am aware it is illegal and criminal offence to deliberately furnish false information or suppress information.
3. That I declare to be entirely responsible for any loss/ expenses incurred by the **IFFCO Kisan Finance Ltd.** on account of relying on my declaration and subsequently make good these losses.

---

Signature of Borrower

---

Signature of Co-Borrower/ Guarantor



**IFFCO KISAN FINANCE**

**IFFCO Kisan Finance Ltd.**

# **RTO BOOKLET**

**Customer Name**

**Agreement No.**





## FORM "TCR"

(See Rule 4)

Intimation of the Transfer of a ownership of a Motor Equipment by Transferor :

To,

The Taxation Authority

\_\_\_\_\_ son / daughter / wife (\*) of \_\_\_\_\_  
hereby inform to you that I have on \_\_\_\_\_ sold Motor Equipment  
bearing number \_\_\_\_\_ the ownership of which stand in my name to \_\_\_\_\_  
\_\_\_\_\_ son / daughter / wife (\*) of \_\_\_\_\_  
\_\_\_\_\_ address \_\_\_\_\_ and request that the certificate  
of taxation of the said Equipment may now be transferred in his / her name.

Dated \_\_\_\_\_



\_\_\_\_\_  
(Signature or thumb-impression of transferor)

(Strike out whichever is inapplicable)

## FORM "TCA"

(See Rule 4)

Intimation of the Transfer of a ownership of a Motor Equipment by Transferee :

I<sup>(1)</sup> \_\_\_\_\_ aged \_\_\_\_\_ son / daughter / wife (\*)  
of <sup>(2)</sup> \_\_\_\_\_ of \_\_\_\_\_  
forward herewith the certificate of taxation of Motor Equipment bearing No <sup>(3)</sup> \_\_\_\_\_  
\_\_\_\_\_ the ownership of which has been  
transferred to me by <sup>(4)</sup> \_\_\_\_\_ and hereby request that certificate of taxation  
of the said Equipment may be transferred in my name and that it be amended accordingly.

Dated \_\_\_\_\_



\_\_\_\_\_  
(Signature or thumb-impression of transferor)

- 
- 1 Here enter full name of transferor
  - 2 Here enter full address of transferee
  - 3 Here enter registration mark
  - 4 Here enter name and address of person or firm from whom the Equipment has been transferred.

## FORM NO. 60

[See Third proviso to rule 114B]

*Form of Declaration to be filed by a person who does not have either a permanent account number or General Index Register Number and who makes payment in cash in respect of transaction specified in clauses (a) to (h) of rule 114B*

1. Full name and address of the Declarant
2. Particulars of transaction
3. Amount of the transaction
4. Are you assessed to tax ? Yes / No
5. If Yes,
  - (i) Details of Ward / Circle / Range where the last return of income was filed ?
  - (ii) Reasons for not having permanent account number / General Index Register Number ?
6. Details of the document being produced in support of address in column (I)

### Verification

I, \_\_\_\_\_

do hereby declare that what is stated above is true to the best of my knowledge and belief.

Verified today, the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

Date : \_\_\_\_\_

Place : \_\_\_\_\_



Signature of the declarant

Instructions : - Documents which can be produced in support of the address are :

- |   |  |
|---|--|
| (a) Ration Card                             | (f) Copy of the electricity bill or telephone bill showing residential address   |
| (b) Passport                                | (g) any document or communication issued by any authority of Central Government, State Government or Ion bodies showing residential address. |
| (c) Driving licence                         | (h) Any other-documentary evidence in support of his address given in the declaration.   |
| (d) Identity Card issued by any institution |  |
| (e) Adhar Card                              |  |

## FORM NO. 61

*Form of declaration to be filed by a person who has agricultural income and is not in receipt of any other income chargeable to income tax in respect of transactions specified in clauses (a) to (h) of Rule 114B*

[See third proviso to rule 114B]

1. Full name and address of the Declarant
2. Particulars of transaction
3. Details of the document being produced in support of address in column (1)

I hereby declare that my source of income is from agriculture and I am not required to pay income-tax on any other income if any.

Date :



Place :

Signature of the declarant

### VERIFICATION

I, \_\_\_\_\_

do hereby declare that what is stated above is true to the best of my knowledge and belief.

Verified today, the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

Date : \_\_\_\_\_

Place : \_\_\_\_\_



Signature of the declarant

Instructions : - Documents which can be produced in support of the address are :

- |  |  |
|--|--|
| (a) Ration Card  | (g) Any document or communication issued by any authority of Central Government, State Government or local bodies showing residential address. |
| (b) Passport   | (h) Any other-documentary evidence in support of his address given in the declaration.   |
| (c) Driving licence  |  |
| (d) Identity Card issued by any institution                                    |  |
| (e) Adhar Card   |  |
| (f) Copy of the electricity bill or telephone bill showing residential address |  |

## Intimation of loss or Destruction etc. of the Certificate of Registration and Application for the Issue of Duplicate Certificate of Registration

(To be made in duplicate if the vehicle is held under the agreement of Hire Purchase / Hypothecation Lease and the duplicate copy with the endorsement of the Registering Authority to be returned to the Financier simultaneously on the issue of duplicate)

To

The Registering Authority

Sir,

The Certificate of Registration of my/our Motor Vehicle the Registration make of which is.....  
has been lost / destroyed /completely written of / soiled / torn mutilated in the following circumstances:

I / We hereby declare that to the best of my / our knowledge the registration of vehicle has not been suspended or cancelled under the provisions of the Act or Rules made there under and the circumstances explained above are true.

I/We do hereby apply for the issue of a duplicate Certificate of Registration. The written off / soiled / torn mutilated Certificates of Registration is enclosed.

The vehicle is not held under any agreement of Hire Purchase / Lease / Hypothecation.

I/We have reported the loss to the Police Station on ..... (date)

Date .....

\* Strike out whichever is inapplicable.

 \_\_\_\_\_  
**Signature / Thumb Impression of Borrower Along with full address**

The vehicle is held under Hire/Purchase/Lease /Hypothecation agreement with IFFCO Kisan Finance Ltd.  
and the ' No Objection Certificate ' obtained from the financier is enclosed.

(Where ' No Objection Certificate ' is not enclosed borrower shall make a declaration as required under  
Sub-Section (8) of Section 51).

 \_\_\_\_\_

**Specimen Signature of the Owner**

 \_\_\_\_\_

**Signature of the Owner**

1. ....

Name.....

2. ....

Full Address.....

Note: (1) Full particulars of the circumstances shall be furnished in the case of loss or destruction of the Registration Certificate  
(2) Strike out whichever is inapplicable.

## Intimation of loss or Destruction etc. of the Certificate of Registration and Application for the Issue of Duplicate Certificate of Registration

(To be made in duplicate if the vehicle is held under the agreement of Hire Purchase / Hypothecation Lease and the duplicate copy with the endorsement of the Registering Authority to be returned to the Financier simultaneously on the issue of duplicate)

To

The Registering Authority

Sir,

The Certificate of Registration of my/our Motor Vehicle the Registration make of which is.....  
has been lost / destroyed /completely written of / soiled / torn mutilated in the following circumstances:

I / We hereby declare that to the best of my / our knowledge the registration of vehicle has not been suspended or cancelled under the provisions of the Act or Rules made there under and the circumstances explained above are true.

I/We do hereby apply for the issue of a duplicate Certificate of Registration. The written off / soiled / torn mutilated Certificates of Registration is enclosed.

The vehicle is not held under any agreement of Hire Purchase / Lease / Hypothecation.

I/We have reported the loss to the Police Station on ..... (date)

Date .....

\* Strike out whichever is inapplicable.

 \_\_\_\_\_  
**Signature / Thumb Impression of Borrower Along with full address**

The vehicle is held under Hire/Purchase/Lease /Hypothecation agreement with IFFCO Kisan Finance Ltd.  
and the ' No Objection Certificate ' obtained from the financier is enclosed.

(Where ' No Objection Certificate ' is not enclosed borrower shall make a declaration as required under  
Sub-Section (8) of Section 51).

 \_\_\_\_\_

**Specimen Signature of the Owner**

 \_\_\_\_\_

**Signature of the Owner**

1. ....

Name.....

2. ....

Full Address.....

Note: (1) Full particulars of the circumstances shall be furnished in the case of loss or destruction of the Registration Certificate  
(2) Strike out whichever is inapplicable.

FOR OFFICE ENDORSEMENT

Number ..... Dated ..... Office of the .....

A duplicate certificate of registration as required above is issued with the note of agreement of  
Hire Purchase / Lease / Hypothecation ..... and is noted in the  
original registration in Form 24.

.....  
Signature of the Registering Authority

To  
.....  
.....  
(Name & Address)

By Registered Post or Delivered under proper acknowledgment

-----

FOR OFFICE ENDORSEMENT

Number ..... Dated ..... Office of the .....

A duplicate certificate of registration as required above is issued with the note of agreement of  
Hire Purchase / Lease / Hypothecation ..... and is noted in the  
original registration in Form 24.

.....  
Signature of the Registering Authority

To  
.....  
.....  
(Name & Address)

By Registered Post or Delivered under proper acknowledgment

### Application for assignment of a new Registration mark to a motor vehicle

(To be made in triplicate if the vehicle is held under an agreement of Hire Purchase / Lease / Hypothecation and the duplicate and the triplicate copy with the endorsement of the Registering Authority to be returned to the Financier and to the original Registering Authority simultaneously, on the assignment of a new Registration mark.)

To,  
The Registering Authority

I / We.....

Son / wife / daughter of.....

Being the Registered owner Motor Vehicle No. ....

Bearing Chassis No .....Engine No. ....

Type of vehicle.....

Registered in the State of.....

Hereby declare that I/We have, since then..... day of ..... kept the said motor vehicle in th is  
State and hereby apply for the assignment of a new Registration mark to the said motor vehicle.

I / We hereby declare that the registration is valid up to .....

..... And it has not been suspended or cancelled under the provisions of this A ct.

I / We enclose the certificate of Registration and the Certificate of Fitness of the motor vehicle I / We enclose a 'No Objection Certificate' from the Registering Authority.

If the 'No Objection Certificate' from the Registering Authority is not enclosed the applicant should file along with this application a declaration as required under the first provision to sub section (1) of section 47

The vehicle is not subject to an agreement of Hire Purchase / Lease / Hypothecation.

The vehicle is subject to an agreement of Hire Purchase / Lease / Hypothecation with.

.....and the 'No Objection Certificate' has been granted / refused by the financier there under.

If 'No Objection Certificate' has been refused by the financier the applicant should file along with this application a declaration as required under Sub Section ( 8 ) of Section 51.

Date:

\*Strikeout whichever is inapplicable.



Signature of the Applicant

### Application for assignment of a new Registration mark to a motor vehicle

(To be made in triplicate if the vehicle is held under an agreement of Hire Purchase / Lease / Hypothecation and the duplicate and the triplicate copy with the endorsement of the Registering Authority to be returned to the Financier and to the original Registering Authority simultaneously, on the assignment of a new Registration mark.)

To,  
The Registering Authority

I / We.....

Son / wife / daughter of.....

Being the Registered owner Motor Vehicle No. ....

Bearing Chassis No .....Engine No. ....

Type of vehicle.....

Registered in the State of.....

Hereby declare that I/We have, since then..... day of ..... kept the said motor vehicle in th is  
State and hereby apply for the assignment of a new Registration mark to the said motor vehicle.

I / We hereby declare that the registration is valid up to .....

..... And it has not been suspended or cancelled under the provisions of this A ct.

I / We enclose the certificate of Registration and the Certificate of Fitness of the motor vehicle I / We enclose a 'No Objection Certificate' from the Registering Authority.

If the 'No Objection Certificate' from the Registering Authority is not enclosed the applicant should file along with this application a declaration as required under the first provision to sub section (1) of section 47

The vehicle is not subject to an agreement of Hire Purchase / Lease / Hypothecation.

The vehicle is subject to an agreement of Hire Purchase / Lease / Hypothecation with.

.....and the 'No Objection Certificate' has been granted / refused by the financier there under.

If 'No Objection Certificate' has been refused by the financier the applicant should file along with this application a declaration as required under Sub Section ( 8 ) of Section 51.

Date:

\*Strikeout whichever is inapplicable.



Signature of the Applicant

## OFFICE ENDORSEMENT

Number \_\_\_\_\_ dated \_\_\_\_\_ Office of the \_\_\_\_\_

\_\_\_\_\_

A duplicate Certificate of Registration as requested above is issued with the note of agreement of hire purchase / hypothecation /

lease as on \_\_\_\_\_ and is noted in the original registration record in Form 24.

To,

.....  
Signature of the Registering Authority

\_\_\_\_\_

\_\_\_\_\_

(Name and address of the Financier)

By registration post or delivered under proper acknowledgements.

-----

## OFFICE ENDORSEMENT

Number \_\_\_\_\_ dated \_\_\_\_\_ Office of the \_\_\_\_\_

\_\_\_\_\_

A duplicate Certificate of Registration as requested above is issued with the note of agreement of hire purchase / hypothecation /

lease as on \_\_\_\_\_ and is noted in the original registration record in Form 24.

To,

.....  
Signature of the Registering Authority

\_\_\_\_\_

\_\_\_\_\_

(Name and address of the Financier)

By registration post or delivered under proper acknowledgements.



## APPLICATION AND GRANT OF NO OBJECTION CERTIFICATE

(To be made in Quadruplicate if the vehicle is held under an agreement of Hire-Purchase/Lease/ Hypothecation, the duplicate copy, the triplicate copy and the Quadruplicate copy with the endorsement of the Registering Authority to be returned to the Registered owner of the Vehicle, the Registering Authority in whose jurisdiction the Vehicle is to be removed and the removed and the Financier simultaneously on grant/refuse of 'No Object Certificate')

### PART-1 APPLICATION

To

THE REGISTERING AUTHORITY

.....  
.....

I/We intend to transfer the vehicle to the jurisdiction of the Registering Authority

.....

I/We intend to sell the Vehicle to Sri/Smt./Kumari.....who resides in the jurisdiction of the Registering Authority of the State..... if I/We therefore request for the issue of a no objection Certificate for my/our vehicle, the particulars which are furnished below :

1. Name and Address : .....
2. Son/Wife/Daughter of : .....
3. Registration number of the Vehicle : .....
4. Class of Vehicle: : .....
5. Registering Authority which originally registered the vehicle : .....  
.....
6. Engine Number : .....
7. Chassis Number (Affix also pencil print) : .....
8. Period of stay in the State : .....
9. Period upto which Motor Vehicle Tax been paid : .....
10. Whether any demand for tax pending, if so, give the wave : .....
11. Whether the Vehicle is involved in any theft case, if so give details : .....
12. Whether any action under section 53, 54 or 55 of the motor Vehicle Act, 1988 is prescribed Authority If so give details : .....
13. Whether the Vehicle is involved in any case of transport of prohibited goods, if so, give details : .....  
.....
14. Whether the Vehicle is held under an agreement of hire/purchase/Lease/ Hypothecation, if so give name and address of the financier : .....

I/We solemnly declare that the above statement is true. Date.....



.....  
Signature or thumb impression of Registered Owner

**PART-II CONSENT OF THE FINANCIERS IN THE CASE OF MOTOR VEHICLE  
SUBJECT TO AN AGREEMENT**

I/We being a party to an agreement of the Hire Purchase/Lease/hypothecation in respect of the above said Vehicle hereby.

1. Give consent to issue the No. Objection Certificate for the said vehicle only for the purpose referred above.
2. Refuse to give consent for issue of No. Objection Certificate for the said vehicle due to the reasons furnished under.

.....

Date.....

.....  
Signature of the FINANCIER

**PART-III OFFICE ENDORSEMENT  
(GRANT/REFUSAL OF NO OBJECTION CERTIFICATE UNDER  
SECTION 48 (3) OF M.V. ACT 1988)**

1. No Object Certificate in respect of the Vehicle, the detailed particulars whereof recorded over above is here by granted under section 48 (3) of M.V. Act, 1988 (Valid for use at the Registering Authority on whom it is issued).
2. No objection Certificate in respect of the Motor Vehicle, the detailed particulars where of recorded over above is hereby refused under section 48 (3) of M.V. Act, 1988 for the reasons recorded as under.

.....

Date.....

.....  
Signature with seal of REGISTERING AUTHORITY

Address.....

\*Strike out whichever is inapplicable To

The Registered Owner .....

The Financier.....

The Registering Authority .....

(To be sent to all the above three parties by Registered post Acknowledgement Due)

.....

## APPLICATION AND GRANT OF NO OBJECTION CERTIFICATE

(To be made in Quadruplicate if the vehicle is held under an agreement of Hire-Purchase/Lease/ Hypothecation, the duplicate copy, the triplicate copy and the Quadruplicate copy with the endorsement of the Registering Authority to be returned to the Registered owner of the Vehicle, the Registering Authority in whose jurisdiction the Vehicle is to be removed and the removed and the Financier simultaneously on grant/refuse of 'No Object Certificate')

### PART-1 APPLICATION

To

THE REGISTERING AUTHORITY

.....  
.....

I/We intend to transfer the vehicle to the jurisdiction of the Registering Authority

.....

I/We intend to sell the Vehicle to Sri/Smt./Kumari.....who resides in the jurisdiction of the Registering Authority of the State..... if I/We therefore request for the issue of a no objection Certificate for my/our vehicle, the particulars which are furnished below :

1. Name and Address : .....
2. Son/Wife/Daughter of : .....
3. Registration number of the Vehicle : .....
4. Class of Vehicle: : .....
5. Registering Authority which originally registered the vehicle : .....  
.....
6. Engine Number : .....
7. Chassis Number (Affix also pencil print) : .....
8. Period of stay in the State : .....
9. Period upto which Motor Vehicle Tax been paid : .....
10. Whether any demand for tax pending, if so, give the wave : .....
11. Whether the Vehicle is involved in any theft case, if so give details : .....
12. Whether any action under section 53, 54 or 55 of the motor Vehicle Act, 1988 is prescribed Authority If so give details : .....
13. Whether the Vehicle is involved in any case of transport of prohibited goods, if so, give details : .....  
.....
14. Whether the Vehicle is held under an agreement of hire-purchase/Lease/ Hypothecation, if so give name and address of the financier : .....

I/We solemnly declare that the above statement is true. Date.....



Signature or thumb impression of Registered Owner

## **PART-II CONSENT OF THE FINANCIERS IN THE CASE OF MOTOR VEHICLE SUBJECT TO AN AGREEMENT**

I/We being a party to an agreement of the Hire Purchase/Lease/hypothecation in respect of the above said Vehicle hereby.

1. Give consent to issue the No. Objection Certificate for the said vehicle only for the purpose referred above.
2. Refuse to give consent for issue of No. Objection Certificate for the said vehicle due to the reasons furnished under.  
.....

Date.....

.....  
Signature of the FINANCIER

## **PART-III OFFICE ENDORSEMENT (GRANT/REFUSAL OF NO OBJECTION CERTIFICATE UNDER SECTION 48 (3) OF M.V. ACT 1988)**

1. No Object Certificate in respect of the Vehicle, the detailed particulars whereof recorded over above is here by granted under section 48 (3) of M.V. Act, 1988 (Valid for use at the Registering Authority on whom it is issued).
2. No objection Certificate in respect of the Motor Vehicle, the detailed particulars where of recorded over above is hereby refused under section 48 (3) of M.V. Act, 1988 for the reasons recorded as under.  
.....

Date.....

.....  
Signature with seal of REGISTERING AUTHORITY

Address.....

\*Strike out whichever is inapplicable To

The Registered Owner .....

The Financier.....

The Registering Authority .....

(To be sent to all the above three parties by Registered post Acknowledgement Due)

.....

## APPLICATION AND GRANT OF NO OBJECTION CERTIFICATE

(To be made in Quadruplicate if the vehicle is held under an agreement of Hire-Purchase/Lease/ Hypothecation, the duplicate copy, the triplicate copy and the Quadruplicate copy with the endorsement of the Registering Authority to be returned to the Registered owner of the Vehicle, the Registering Authority in whose jurisdiction the Vehicle is to be removed and the removed and the Financier simultaneously on grant/refuse of 'No Object Certificate')

### PART-1 APPLICATION

To

THE REGISTERING AUTHORITY

.....  
.....

I/We intend to transfer the vehicle to the jurisdiction of the Registering Authority

.....

I/We intend to sell the Vehicle to Sri/Smt./Kumari.....who resides in the jurisdiction of the Registering Authority of the State..... if I/We therefore request for the issue of a no objection Certificate for my/our vehicle, the particulars which are furnished below :

1. Name and Address : .....
2. Son/Wife/Daughter of : .....
3. Registration number of the Vehicle : .....
4. Class of Vehicle: : .....
5. Registering Authority which originally registered the vehicle : .....  
.....
6. Engine Number : .....
7. Chassis Number (Affix also pencil print) : .....
8. Period of stay in the State : .....
9. Period upto which Motor Vehicle Tax been paid : .....
10. Whether any demand for tax pending, if so, give the wave : .....
11. Whether the Vehicle is involved in any theft case, if so give details : .....
12. Whether any action under section 53, 54 or 55 of the motor Vehicle Act, 1988 is prescribed Authority If so give details : .....
13. Whether the Vehicle is involved in any case of transport of prohibited goods, if so, give details : .....  
.....
14. Whether the Vehicle is held under an agreement of hire purchase/Lease/ Hypothecation, if so give name and address of the financier : .....

I/We solemnly declare that the above statement is true. Date.....



.....  
Signature or thumb impression of Registered Owner

## **PART-II CONSENT OF THE FINANCIERS IN THE CASE OF MOTOR VEHICLE SUBJECT TO AN AGREEMENT**

I/We being a party to an agreement of the Hire Purchase/Lease/hypothecation in respect of the above said Vehicle hereby.

1. Give consent to issue the No. Objection Certificate for the said vehicle only for the purpose referred above.
2. Refuse to give consent for issue of No. Objection Certificate for the said vehicle due to the reasons furnished under.

.....

Date.....

.....  
Signature of the FINANCIER

## **PART-III OFFICE ENDORSEMENT (GRANT/REFUSAL OF NO OBJECTION CERTIFICATE UNDER SECTION 48 (3) OF M.V. ACT 1988)**

1. No Object Certificate in respect of the Vehicle, the detailed particulars whereof recorded over above is here by granted under section 48 (3) of M.V. Act, 1988 (Valid for use at the Registering Authority on whom it is issued).
2. No objection Certificate in respect of the Motor Vehicle, the detailed particulars where of recorded over above is hereby refused under section 48 (3) of M.V. Act, 1988 for the reasons recorded as under.

.....

Date.....

.....  
Signature with seal of REGISTERING AUTHORITY

Address.....

\*Strike out whichever is inapplicable To

The Registered Owner .....

The Financier.....

The Registering Authority .....

(To be sent to all the above three parties by Registered post Acknowledgement Due)

.....



**FORM 29**  
**{See Rule 55 (1)}**

Form of notice of transfer of Ownership of a Motor Vehicle  
(To be made in Duplicate and the Duplicate copy with the endorsement of the Registering  
Authority to be returned to the transferor immediately on making entry of transfer of Ownership)

To,

The Registering Authority,

\_\_\_\_\_ (in which jurisdiction the transferee resides)

I/We \_\_\_\_\_

resident of \_\_\_\_\_

have on the \_\_\_\_\_ day \_\_\_\_\_ of the year \_\_\_\_\_ sold and delivered

my / our Vehicle No. \_\_\_\_\_ make \_\_\_\_\_ chassis

No. \_\_\_\_\_

Engine No. \_\_\_\_\_ to M/s. / Shri. / Smt. \_\_\_\_\_

son/wife/daughter of \_\_\_\_\_ residing at \_\_\_\_\_

\_\_\_\_\_ [House No. Street, Village/Town, District & State]

The registration Certificate and Insurances Certificate have been handed over to him / her/ them.

Date \_\_\_\_\_



.....  
**Signature of the Registered Owner**  
**(Transferor)**

**P** \_\_\_\_\_ (Transferee)

Copy to the Registering Authority in whose jurisdiction the transferor reside.

Note : To be sent to the Registering Authority by Registered Post Acknowledgement due.

**FORM 29**  
**{See Rule 55 (1)}**

Form of notice of transfer of Ownership of a Motor Vehicle  
(To be made in Duplicate and the Duplicate copy with the endorsement of the Registering  
Authority to be returned to the transferor immediately on making entry of transfer of Ownership)

To,

The Registering Authority,

\_\_\_\_\_ (in which jurisdiction the transferee resides)

I/We \_\_\_\_\_

resident of \_\_\_\_\_

have on the \_\_\_\_\_ day \_\_\_\_\_ of the year \_\_\_\_\_ sold and delivered

my / our Vehicle No. \_\_\_\_\_ make \_\_\_\_\_ chassis

No. \_\_\_\_\_

Engine No. \_\_\_\_\_ to M/s. / Shri. / Smt. \_\_\_\_\_

son/wife/daughter of \_\_\_\_\_ residing at \_\_\_\_\_

\_\_\_\_\_ [House No. Street, Village/Town, District & State]

The registration Certificate and Insurances Certificate have been handed over to him / her/ them.

Date \_\_\_\_\_



.....  
**Signature of the Registered Owner**  
**(Transferor)**

**P** \_\_\_\_\_ (Transferee)

Copy to the Registering Authority in whose jurisdiction the transferor reside.

Note : To be sent to the Registering Authority by Registered Post Acknowledgement due.

## OFFICE ENDORSEMENT

Number \_\_\_\_\_ dated \_\_\_\_\_ Office of the \_\_\_\_\_

\_\_\_\_\_

The Owner ship of the vehicle has been transferred to the name of \_\_\_\_\_

with effect from \_\_\_\_\_ (date).

.....  
Registering Authority  
(Official Seal)

To, \_\_\_\_\_

\_\_\_\_\_  
(The Transferrer)

By registration post or delivered under proper acknowledgment. Strike out whichever is inapplicable.

\_\_\_\_\_

## OFFICE ENDORSEMENT

Number \_\_\_\_\_ dated \_\_\_\_\_ Office of the \_\_\_\_\_

\_\_\_\_\_

The Owner ship of the vehicle has been transferred to the name of \_\_\_\_\_

with effect from \_\_\_\_\_ (date).

.....  
Registering Authority  
(Official Seal)

To, \_\_\_\_\_

\_\_\_\_\_  
(The Transferrer)

By registration post or delivered under proper acknowledgment. Strike out whichever is inapplicable.

\_\_\_\_\_

**FORM 30**  
**{See Rule 55 (2) & (3)}**

**Report of Transfer of Ownership of Motor Vehicle**

**Part 1 - For Use of the Transferrer**

(To be made in the duplicate if the Vehicle is held under an agreement of hire purchase/lease/  
hypothecation and the duplicate copy with the endorsement of the registering authority to be returned to the  
Financer simultaneously on making the entry of transfer of ownership in the Certificate of Registration)

To,

The Registering Authority,

\_\_\_\_\_

Name of the Transferrer : \_\_\_\_\_

Son/Wife/Daughter of : \_\_\_\_\_

Full address : \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

I, hereby declare that I/We have on this \_\_\_\_\_ day of \_\_\_\_\_ of the year \_\_\_\_\_ sold

my / our Motor Vehicle bearing registration mark \_\_\_\_\_ to Shri/Smt. \_\_\_\_\_

Son/Wife/daughter of \_\_\_\_\_ residing at \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ (Full address) and handed over the certificate of registration and the certificate of Insurance to him / her/ them

I/We here declare that to the best of my / our knowledge the Certificate of Registration of the Vehicle has been / has not been suspended or cancelled

I enclosed the No Objection Certificate issued by the Registering Authority.

If the 'No Objection' from the Registering Authority is not enclosed the transferrer should file along with this application a declaration as required

under sub-section (1) of section 50.

Date \_\_\_\_\_



.....  
**Signature of the Transferrer**

Details of Suspension or Cancellation

\_\_\_\_\_

Strike out Whichever is inapplicable

## PART II – For use of the Transferee

To,

The Registering Authority,

Name of the Transferee: \_\_\_\_\_

Son / Wife / Daughter of: \_\_\_\_\_

Full address: \_\_\_\_\_

(Proof of address to be enclosed)

I, hereby declare that I / We have on this \_\_\_\_\_ day of \_\_\_\_\_ of the year. \_\_\_\_\_

Purchased the Motor Vehicle bearing registration number \_\_\_\_\_ from \_\_\_\_\_

\_\_\_\_\_ (name and full address) request that necessary entries regarding the transfer

of Ownership of the Vehicle in my / our name may be recorder in Certificate of Registration / Certificate of Fitness of the Vehicle, which is enclosed.

The Certificate of Insurance is also enclosed

\_\_\_\_\_  
Signature of Transferee

### Consent of the Financier in the case of Motor Vehicle subject to an agreement of hire purchase / lease / hypothecation

I/We being a party to an agreement of hire purchase / lease / hypothecation in respect of motor Vehicle \_\_\_\_\_

give consent to the transfer of ownership of the said Vehicle to M/s. / Shri. / Smt. Kumari \_\_\_\_\_

with whom I / We have entered into agreement of hire purchase / lease / hypothecation.

Date \_\_\_\_\_

\_\_\_\_\_  
Signature of Financier

### Office Endorsement

Number \_\_\_\_\_ dated \_\_\_\_\_ Office of the \_\_\_\_\_

The Transfer of Ownership of Vehicle has been recorded with effect from \_\_\_\_\_ on

the registration Certificate of the Vehicle \_\_\_\_\_ and in the registration of this office.

To,

\_\_\_\_\_  
Name and address of the Financier

\_\_\_\_\_  
Signature of the Registering Authority

By registered post or delivered under proper acknowledgements  
Specimen Signature of the Transferee

**P**  
(1) \_\_\_\_\_

**P**  
(2) \_\_\_\_\_

**FORM 30**  
**{See Rule 55 (2) & (3)}**  
**Report of Transfer of Ownership of Motor Vehicle**  
**Part 1 - For Use of the Transferrer**

(To be made in the duplicate if the Vehicle is held under an agreement of hire purchase/lease/  
hypothecation and the duplicate copy with the endorsement of the registering authority to be returned to the  
Financer simultaneously on making the entry of transfer of ownership in the Certificate of Registration)

To,

The Registering Authority,

\_\_\_\_\_

Name of the Transferrer : \_\_\_\_\_

Son/Wife/Daughter of : \_\_\_\_\_

Full address : \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

I, hereby declare that I/We have on this \_\_\_\_\_ day of \_\_\_\_\_ of the year \_\_\_\_\_ sold

my / our Motor Vehicle bearing registration mark \_\_\_\_\_ to Shri/Smt. \_\_\_\_\_

Son/Wife/daughter of \_\_\_\_\_ residing at \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ (Full address) and handed over the certificate of registration and the certificate of Insurance to him / her/ them

I/We here declare that to the best of my / our knowledge the Certificate of Registration of the Vehicle has been / has not been suspended or cancelled

I enclosed the No Objection Certificate issued by the Registering Authority.

If the 'No Objection' from the Registering Authority is not enclosed the transferrer should file along with this application a declaration as required  
under sub-section (1) of section 50.

Date \_\_\_\_\_



.....  
**Signature of the Transferrer**

Details of Suspension or Cancellation

\_\_\_\_\_

Strike out Whichever is inapplicable

## PART II – For use of the Transferee

To,

The Registering Authority,

Name of the Transferee: \_\_\_\_\_

Son / Wife / Daughter of: \_\_\_\_\_

Full address: \_\_\_\_\_

(Proof of address to be enclosed)

I, hereby declare that I / We have on this \_\_\_\_\_ day of \_\_\_\_\_ of the year. \_\_\_\_\_

Purchased the Motor Vehicle bearing registration number \_\_\_\_\_ from \_\_\_\_\_

\_\_\_\_\_ (name and full address) request that necessary entries regarding the transfer

of Ownership of the Vehicle in my / our name may be recorder in Certificate of Registration / Certificate of Fitness of the Vehicle, which is enclosed.

The Certificate of Insurance is also enclosed

\_\_\_\_\_  
Signature of Transferee

### Consent of the Financier in the case of Motor Vehicle subject to an agreement of hire purchase / lease / hypothecation

I/We being a party to an agreement of hire purchase / lease / hypothecation in respect of motor Vehicle \_\_\_\_\_

give consent to the transfer of ownership of the said Vehicle to M/s. / Shri. / Smt. Kumari \_\_\_\_\_

with whom I / We have entered into agreement of hire purchase / lease / hypothecation.

Date \_\_\_\_\_

\_\_\_\_\_  
Signature of Financier

### Office Endorsement

Number \_\_\_\_\_ dated \_\_\_\_\_ Office of the \_\_\_\_\_

The Transfer of Ownership of Vehicle has been recorded with effect from \_\_\_\_\_ on

the registration Certificate of the Vehicle \_\_\_\_\_ and in the registration of this office.

To,

\_\_\_\_\_  
Name and address of the Financier

\_\_\_\_\_  
Signature of the Registering Authority

By registered post or delivered under proper acknowledgements  
Specimen Signature of the Transferee

**P**  
(1) \_\_\_\_\_

**P**  
(2) \_\_\_\_\_



**FORM 34**  
**(See Rule 60)**

Application For making an entry of an agreement of Hire Purchase / Lease / hypothecation Subsequent to Registration  
(To be made in duplicate and the duplicate copy with endorsement of the Registration authority to the Financier  
simultaneously on making the entry in the Certificate of Registration)

To,

The Registering Authority,

\_\_\_\_\_

The Motor Vehicle bearing registration No. \_\_\_\_\_ is the subject of an agreement of hire purchase / lease /  
hypothecation between \_\_\_\_\_ the registered owner/person to be registered as owner  
and \_\_\_\_\_

(Fill the name and full address of Financier)

\_\_\_\_\_

We request the entry of the agreement be made in the Certificate of Registration and the request records in your office. The Certificate of  
Registration together with the fee is endorsed.

Date \_\_\_\_\_



.....  
**Signature of the Registered Owner**

Strike out Whichever is inapplicable

.....  
Signature of Financier

**FORM 34**  
**(See Rule 60)**

Application For making an entry of an agreement of Hire Purchase / Lease / hypothecation Subsequent to Registration  
(To be made in duplicate and the duplicate copy with endorsement of the Registration authority to the Financier  
simultaneously on making the entry in the Certificate of Registration)

To,

The Registering Authority,

\_\_\_\_\_

The Motor Vehicle bearing registration No. \_\_\_\_\_ is the subject of an agreement of hire purchase / lease /  
hypothecation between \_\_\_\_\_ the registered owner/person to be registered as owner  
and \_\_\_\_\_

(Fill the name and full address of Financier)

\_\_\_\_\_

We request the entry of the agreement be made in the Certificate of Registration and the request records in your office. The Certificate of  
Registration together with the fee is endorsed.

Date \_\_\_\_\_



.....  
**Signature of the Registered Owner**

Strike out Whichever is inapplicable

.....  
Signature of Financier

## OFFICE ENDORSEMENT

Number \_\_\_\_\_ dated \_\_\_\_\_ Office of the \_\_\_\_\_

The entry of the agreement of the hire purchase / lease / hypothecation as requested on the reverse is recorded in this office Registration Record in

Form 24 Certificate of

Registration on. \_\_\_\_\_

Dated \_\_\_\_\_

.....  
Signature of the Registering Authority

To,

\_\_\_\_\_  
(Name and address of the Financier)

By registered post or delivered under proper acknowledgement.

## OFFICE ENDORSEMENT

Number \_\_\_\_\_ dated \_\_\_\_\_ Office of the \_\_\_\_\_

The entry of the agreement of the hire purchase / lease / hypothecation as requested on the reverse is recorded in this office Registration Record in

Form 24 Certificate of

Registration on. \_\_\_\_\_

Dated \_\_\_\_\_

.....  
Signature of the Registering Authority

To,

\_\_\_\_\_  
(Name and address of the Financier)

By registered post or delivered under proper acknowledgement.

**FORM 35**  
**{See Rule 61 (1)}**

Notice of Termination of an Agreement of Hire Purchase / Lease / Hypothecation  
(To be made in duplicate and the duplicate copy with the endorsement of the Registration authority to be returned to the Financier  
simultaneously on making the entry in the Certificate of Registration)

To,

The Registering Authority,

\_\_\_\_\_

We hereby declare that the agreement of hire purchase / Lease / Hypothecation entered in to between us has been terminated. We therefore request  
that the note endorsed in Certificate of Registration.

Vehicle No. \_\_\_\_\_ in respect of the said Agreement between us be cancelled.

The Certificate of Registration together with the fee is enclosed.

Date \_\_\_\_\_

Dates \_\_\_\_\_

Strike out Whichever is inapplicable



.....  
**Signature of the Registered Owner**

.....  
Signature of Financier

**FORM 35**  
**{See Rule 61 (1)}**

Notice of Termination of an Agreement of Hire Purchase / Lease / Hypothecation  
(To be made in duplicate and the duplicate copy with the endorsement of the Registration authority to be returned to the Financier  
simultaneously on making the entry in the Certificate of Registration)

To,

The Registering Authority,

\_\_\_\_\_

We hereby declare that the agreement of hire purchase / Lease / Hypothecation entered in to between us has been terminated. We therefore request  
that the note endorsed in Certificate of Registration.

Vehicle No. \_\_\_\_\_ in respect of the said Agreement between us be cancelled.

The Certificate of Registration together with the fee is enclosed.

Date \_\_\_\_\_

Dates \_\_\_\_\_

Strike out Whichever is inapplicable



.....  
**Signature of the Registered Owner**

.....  
Signature of Financier

## OFFICE ENDORSEMENT

Number \_\_\_\_\_ dated \_\_\_\_\_ Office of the \_\_\_\_\_

The Cancellation entry of the agreement of the hire purchase / lease / hypothecation as requested on the reverse is recorded in this office Registration

Record in form 54 Certificate of Registration on \_\_\_\_\_.

Dated \_\_\_\_\_

To,

.....  
Signature of the Registering Authority

\_\_\_\_\_  
(Name and address of the Financier)

By registered post or delivered under proper acknowledgement.

## OFFICE ENDORSEMENT

Number \_\_\_\_\_ dated \_\_\_\_\_ Office of the \_\_\_\_\_

The Cancellation entry of the agreement of the hire purchase / lease / hypothecation as requested on the reverse is recorded in this office Registration

Record in form 54 Certificate of Registration on \_\_\_\_\_.

Dated \_\_\_\_\_

To,

.....  
Signature of the Registering Authority

\_\_\_\_\_  
(Name and address of the Financier)

By registered post or delivered under proper acknowledgement.





## Sign Check List

Page no.	Content Description	Signature requirement on Agreement	for Ops use
1-10	LOAN CUM HYPOTHECATION AGREEMENT	Signature of SE & Signature of Borr., Co- Borr & Guarantor Required.	
11	FIRST SCHEDULE		
13-22	LOAN CUM HYPOTHECATION AGREEMENT -Customer Copy		
23	FIRST SCHEDULE-Customer Copy	1) Borr., Co-Borr. & Guar sign required	
25	SECOND SCHEDULE-Demand Promissory Note	1) Borr., Co-Borr. & Guar sign required	
26	THIRD SCHEDULE-GENERAL POWER OF ATTORNEY	1) Borr. & Co-Borr. sign required	
27	FOURTH SCHEDULE-GENERAL LIEN AND SET OFF	1) Borr. & Co-Borr. sign required	
28	FIFTH SCHEDULE-DECLARATION FOR SIGNING IN VERNACULAR LANUGAGE/AFFIXING OF THUMB IMPRESSION	1) Translator sign required	
		2) Borr., Co-Borr. & Guar sign required	
29	ADDENDUM TO LOAN CUM HYPOTHECATION AGREEMENT	1) Requiredsign. by SE	
		2) Borr., Co-Borr. & Guar sign required	
31	POST DATED CHEQUE ACKNOWLEDGEMENT LATTER	1) Borr sign required	
32	INSURANCE UNDERTAKING	1) Borr. & Co-Borr. sign required	
33	PRIORITY SECTOR ADVANCE DECLARATION	1) Borr sign required	
35	RELINQUISHMENT AF ALL CLAIMS	1) Borr. & Co-Borr. sign required	
35	AUTHORITY LETTER FOR HANDING OVER RC & TRANSFER OF VEHICLE	1) Borr sign required	
36	AUTHORITY LETTER FOR THIRD PARTY/DEALER/SELLER/OWNER	1) Borr sign required	
36	RECEIPT OF VEHICLE	1) Borr sign required	
37	ACKNOWLEDGEMENT & CONFIRMATION OF DEBT.	1) Borr sign required	
38	DECLARATION FOR END USE	1) Borr. & Co-Borr. sign required	
	RTO FORMS	Required sign in all R.T.O Papers (Registered Owner name)	



