

Stamp
with due
cancellation

AUTO - LOAN AGREEMENT

This Agreement is made on the date and at the place as mentioned in the schedule, which is part of the agreement

BETWEEN

The Borrower, Co-borrower, Co-Applicant more particularly described and set out in the Schedule hereof (hereinafter referred to as "the Borrower") and the Guarantor/s more particularly described and set out in the Schedule hereof (hereinafter referred to as "the Guarantor") which expression shall unless repugnant to the context or meaning thereof, be deemed to mean and include his/her/their/its respective heirs, executors, administrators, nominees, attorneys and legal representatives (where the Borrower/Guarantor is an individual/Proprietor), successors-in-interest as the case may be, (where the Borrower/Guarantor is a company incorporated under the Companies Act 1956 or any body corporate), the Partners from time to time of the firm, the survivor(s) of them and their legal heirs, executors, administrators, legal representatives, nominees and successors of the partners (where the Borrower/ Guarantor is a Partnership firm) of the One Part.

AND

Bajaj Finance Limited, a Company registered under the Companies Act 1956, having its Registered office at Mumbai Pune Road, Akurdi, Pune--411035 (hereinafter called "BFL") and having its branch's & regional office's at various parts of the country (which expression shall unless it be repugnant to the context or meaning thereof shall include its successors, administrators and assigns) of OTHER PART.

The Borrower has represented/requested to BFL that the Borrower is in need of finance for purchasing from Seller/Authorised Dealer of Bajaj Auto Ltd referred to in Part 'A' of the Schedule, a product, more particularly described in Part 'B' of the Schedule and has requested BFL to grant to the Borrower a loan/financial assistance of an amount as mentioned in the Schedule towards full / part purchase price of the Product which the BFL has agreed to lend with appropriate interest for a particular months tenure (based on application form, documents submitted duly filled and signed by the Borrower) and advance to the Borrower on the terms conditions, covenants and/or stipulations more particularly hereinafter appearing (hereinafter referred to as Sanctioned Loan & more full described in the Schedule) The Borrower/ Co-borrower/Co-Applicant & guarantor agrees to this sanction of loan/financial assistance by BFL to them/her

1. DEFINITIONS AND ABBREVIATIONS:

- a. "Application Form" means, as the context may permit or require, the credit facility Application Form submitted by the Borrower to BFL for applying for and availing of the Facility, together with the Preliminary Credit Facility/Appraisal Application form and all other information, particulars, clarifications, letters and undertakings and declarations, if any, furnished by the Borrower or any other persons from time to time in connection with the extension of the said financial /loan facility
- b. "Auto Debit Mandate" hereinafter referred to as "ADM", shall be deemed to include debiting of the Borrower account in accordance with the Borrower Instruction(s)/request through consent in writing to its bank for facilitating payment of Installments for corresponding credit to BFL Account.
- c. "Borrower" shall mean and include and refers jointly and severally to the applicants and Co-applicants/Co-borrower, (if any) who has / have been sanctioned/granted the Facility by BFL based on the Application Form submitted by such applicants and co-applicants/co-borrower to BFL for availing of the finance/loan facility and includes, depending on the nature of the Borrower:
 - (a) its successors and permitted assigns, if the Borrower is
 - (i) its successors and permitted assigns, if the Borrower is a company within the meaning of the Companies Act 1956 or a society registered under the applicable laws relating to societies;
 - (ii) a firm any or each of the partners and their survivor(s) or the partner(s) from time to time and their respective heirs, legal representatives, executors, administrators and permitted assigns, if the Borrower is partnership firm within the meaning of the Indian Partnership Act, 1932;
 - (iii) his / her heirs, legal representatives, executors, administrators and permitted assigns, if the Borrower is an individual and/or carrying on business as a sole proprietary concern;
- d. "Borrower Dues" means and includes the outstanding principal amount of the finance/loan facility, interest on this facility, all other interest, all fees, costs, charges, expenses, stamp duty and all other sums whatsoever payable by the Borrower to BFL in accordance with the Loan Terms and the Transaction Documents, as well as all other monies whatsoever stipulated in or payable by the Borrower under the Loan Terms.
- e. "Default Interest" means interest levied by BFL from the due date till payment on happening of any Event of Default as set out in clause 3 (iv) of this Agreement.
- f. "Direct Cash Collection" hereinafter referred to as "DCC", shall be deemed to include collection of cash through BFL representative/agent at various locations including Bajaj Auto Ltd's authorized outlets.
- g. "Due Date" means the date(s) on which any amounts in respect of the Borrower Dues including the principal amounts of the Loan, interest and/or any other monies, fall due as specified in the Transaction Documents.
- h. "Deduction At Source" hereinafter referred to as "DAS" shall be deemed to include EMI (monthly installments) is deducted by employer of the Borrower and remitted to BFL/ its authorized representatives.
- i. "Electronic Clearing System" hereinafter referred to as "ECS", shall be deemed to include transfer of funds electronically, either through a message for transfer of funds send electronically or through image of instrument of transfer of funds send electronically or through an electronic file containing the details of the funds transfer send by electronic media or payment through an electronic cheque or where funds are transferred through various types of plastic cards or such other debit clearing service notified by Reserve Bank of India, participation in which has been consented to in writing by the Borrower for facilitating payment of Installments.
- j. "E-Payment" hereinafter means and includes payments made through the use of electronic mode like internet, online, mobile, e-purse/ e-wallet, virtual card, etc as defined by Reserve Bank of India from time to time.
- k. "Guarantor" means any person standing to guarantee the Borrower debt as mentioned in this Agreement & its schedule and includes, depending on the nature of the Guarantor : (a) its successors and permitted assigns, if the Guarantor is (i) its successors and permitted assigns, if the Guarantor is a company within the meaning of the Companies Act 1956 or a society registered under the applicable laws relating to societies;(ii) a firm any or each of the partners and their survivor(s) or the partner(s) from time to time and their respective heirs, legal representatives, executors, administrators and permitted assigns, if the Guarantor is partnership firm within the meaning of the Indian Partnership Act, 1932; (iii) his / her heirs, legal representatives, executors, administrators and permitted assigns, if the Guarantor is an individual and/or carrying on business as a sole proprietary concern. The Guarantor shall be considered as debtor.
- l. "Installment(s)/EMI" means an amount comprising of the principal amount and interest calculated on reducing balance rate thereon, payable on monthly / quarterly / or at any other interval as may be agreed between the parties hereto, towards repayment of loan amount, divided in equated or unequal installment over a period of the tenure. The working of the equated or unequal installment is more particularly demonstrated in Part A of the Schedule.
- m. "Interest" means the Fixed Rate of Interest or the Floating Rate of Interest as may be applicable.
- n. "Loan" means the amount disbursed by BFL to the Borrower as per TERMS OF LOAN for the Purpose and includes all and any other amount due and payable by the Borrower to BFL as per the terms and conditions of this Agreement.
- o. "PDC" means Post Dated Cheque, means cheques drawn by the Borrower in favour of BFL for the amount of the installments bearing the dates to match the date of each installment.
- p. "Product" shall mean the product as per the details given by the Borrower in Part 'B' of the Schedule and shall include all addition and accessions thereto and all replacements and renewals thereof whether made before or after the date of this agreement.
- q. "Penal Charges" shall mean and include over due charges on non payment of installment on the due date.
- r. "Bounce charges" shall mean, dishonor of post dated cheque / ECS / ADM / entrusted by the borrower/co applicant/co borrower for clearance of EMI (monthly installments) or non payment of installment on or before respective due date for other repayment modes.
- s. Schedule: means, entire details of the loan/ financial facility extended to borrower which is forming part & parcel of this agreement.
- t. Authorised Dealer: Partnership Firm/Proprietorship concern/Private/Public Limited company authorised by Bajaj Auto Ltd and also authorised by BFL.

II. TERMS OF THE LOAN:

1. Borrower has understood the procedure of disbursement of loan. Borrower agrees that disbursement is considered as "effected" as and when an amount financed is transferred from BFL to Authorised Dealer of Bajaj Auto Limited or his order.
2. The Borrower shall pay one time non refundable upfront interest / service charges and other charges as applicable under the finance/loan scheme, which upfront interest /service charges and other charges shall be deducted by BFL at the time of disbursement of loan amount to the Dealer at the time of availing of the facility/loan.
3. The Borrower agrees and confirms that:
 - (i) The Sanctioned Loan would be disbursed by BFL to the Borrower/Dealer in one lump sum or in such installments as may be decided by BFL.
 - (ii) The Sanctioned loan shall be repaid by the borrower as per the agreed tenure from the date of first due date morefully mentioned in Part A of schedule.
 - (iii) BFL is hereby authorised to make payment of the Sanctioned loan (Amount Financed) directly to the dealer on Borrower behalf, which along with the finance charges/ interest on reducing balance rate as mentioned in Part A of the Schedule hereunder shall be a debt due by the Borrower to BFL, to be repaid as per the terms of this agreement & borrower confirms to this.
- (iv) BFL is entitled to levy penalty as follows on default:
 - a. Bounce Charges of up to ₹ 531/- on each Bounce as per clause B of the schedule.
 - b. for continuing of non payment of amount due, a penalty not exceeding 3% per month on amount due calculated on pro-rata basis from due date till actually paid as per clause B of the schedule.
 - c. Borrower fully aware that, the product more fully described in Part B of the Schedule is a security to the said loan transaction until full & final satisfaction of BFL.
4. The Borrower shall utilize the Sanctioned Loan only for the purchase of the product and for the payment of expenses incidental thereto and for no other purpose.
5. The Borrower shall repay the principal (amount financed) and the finance charges/interest in monthly installments given/agreed in Schedule - A.
6. The finance charges would accrue on reducing balancing method and principal outstanding at the end of each installment will defer.
7. That the Installment shall automatically stand increased by reason of increase in any rates, taxes, charges, imposts, levies and monies whatsoever that are or may be levied on the Installments or the transaction contemplated hereunder or are or may become payable by BFL by virtue of entering into this agreement. Such increase in rates, taxes, charges, imposts, levies and monies as stated above shall automatically form part of the Sanctioned Loan & Borrower, Guarantor agrees to this effect without any notice.
8. The due date for the payment of Installment shall be as indicated in Part A of the Schedule and it is understood that time shall be the essence of the agreement/contract.
9. The Co-Applicant(s) /Co-Borrower/Guarantor in consideration of BFL agreeing to grant the said loan to the Borrower has/have herein provided agrees, declares, guarantees to BFL the due performance and observance by the borrower of all clauses, schedule/s, covenants and terms and conditions of this agreement and agrees to pay /remit any money due or which may become due and payable to BFL under this agreement (not paid by the borrower) either by way of principal, interest, additional interest, expenses, loss on sale incurred by BFL on sale after taking possession, damages, repairs, replacements or other compensation and other costs without any demur, delay or protest

10. It is acknowledged/agreed by the Borrower/co-borrower /co-applicant/Guarantor that BFL shall be entitled to disclose any and all the information provided by him/her/them to BFL under or along with or pursuant to this agreement, to any credit bureau or any other person as BFL may deem fit and the Borrower agrees and undertakes not to dispute or question the same in any manner whatsoever.
- 10A. BFL shall not be liable for loss of credit arising on account of incomplete, erroneous or wrong details being provided by the borrower which has resulted in loss of credit to the borrower. Providing correct registration number is responsibility of borrower and BFL will not be responsible for verification of GSTIN. In cases where borrower fails to furnish GST registration number, the customer will be treated as unregistered.
- 10B. In case of issuance of credit note for adjustment of invoice value, the borrower indemnifies to BFL for appropriate reduction in its input tax credit within the month in which the discrepancy is communicated. If the same is not rectified by the customer which results in additional liability for BFL, the same (tax and interest) will be recoverable from the borrower.
11. **PAYMENT OF INSTALLMENT DUES:**
The Borrower has agreed, represented and assured that he/she/it may follow any one of the modes of payment and accordingly:
- Borrower has given post dated cheques in favor of BFL covering all the amounts due to BFL under this agreement including the Installments towards the Sanctioned Loan as stipulated herein and each such post dated cheque carries the date on which the monthly Installments is due. The Borrower hereby unconditionally and irrevocably, covenants that irrespective of the fact that the post dated cheques are given at or before the execution of this agreement, the post dated cheques given by the Borrower will be valid as from the respective date of such cheques and that at any point of time the Borrower shall not claim that they are invalid due to any reason whatsoever. The Borrower further warrants that, he/she shall ensure availability of sufficient funds in the said account on which such post dated cheques have been drawn and that the Borrower will not at any time close borrower bank account on which borrower has issued such post dated cheques, and /or issue any notice instructing BFL not to present any of such cheques for encashment or instruct his Bank to stop payment on any of such cheques, shall not dishonor any of such cheques. The Borrower further confirms that the loan facility under this agreement has been made available by BFL on the basis of post dated cheques issued by the Borrower in favour of BFL towards repayment of Installment payable by the Borrower to BFL under this agreement, details of the post dated cheques are more fully described in Part D (i) of Schedule. The Borrower shall be entitled to replace the cheques/ issue fresh cheques only on payment of swapping charges of not more than ₹ 590/- to BFL.
 - Borrower has given ECS Mandate / ADM /Any other electronic or other clearing mandate in favor of BFL covering all the amounts due to BFL under this agreement including the Installment towards the Sanctioned Loan as stipulated herein. The Borrower hereby unconditionally and irrevocably, covenants that irrespective of the fact that the ECS mandate / ADM /Any other electronic or other clearing mandate given at or before the execution of this agreement will be valid as from the respective date of such ECS Mandate / ADM /Any other electronic or other clearing mandate till 30th of the month in which last EMI is due (is paid) and that at any point of time the Borrower shall not claim that they are invalid due to any reason whatsoever. The Borrower further confirms that borrower shall ensure availability of sufficient funds in the account on which such ECS Mandate / ADM /Any other electronic or other clearing mandate have been drawn and that the Borrower will not at any time close borrower bank account on which borrower has issued such Mandate / ADM /Any other electronic or other clearing mandate and /or issue any notice instructing BFL not to present any of such ECS Mandate / ADM / Any other electronic or other clearing mandate for encashment or instruct his Bank to stop payment on any of such ECS Mandates / ADM /Any other electronic or other clearing mandate & also shall not dishonor the said instruments/mandates. The Borrower further confirms that the loan facility under this agreement has been made available by BFL on the basis of ECS Mandates / ADM /Any other electronic or other clearing mandate issued by the Borrower in favour of BFL towards repayment of Installments payable by the Borrower to BFL under this agreement, details of the ECS Mandates / Any other electronic or other clearing mandate are more fully described in Part D (ii) of Schedule. The Borrower shall be entitled to replace the ECS Mandates / ADM /Any other electronic or other clearing mandate and issue fresh ECS Mandates / ADM /Any other electronic or other clearing mandate only on payment of swapping charges of not more than ₹ 590/- to BFL.
 - The Borrower agrees to pay bounce charges as referred in clause 3(iv) above to BFL in the event of dishonor of transaction & also delay payment charges in delay in payment of installments on respective due dates referred in clause 3 (iv) and more fully described in Schedule B.
 - In the case of an arrangement for financing under any loan scheme of direct deduction of the monthly Installments from the salary account of the Borrower, these delayed payment interest shall apply in case of delay/default in remittance to BFL by the borrower, even if the Installment has been deducted from the salary account of the Borrower by the BFL. Hence the date on which BFL receives funds / instrument from borrower would be considered as date of receipt of installment.
 - BFL however at its discretion may grant loan to the borrower without even collecting Post Dated Cheques / ECS Mandates / ADM / any other electronic or other clearing mandate provided customer undertakes/ promises to make payment in Cash or Demand Draft towards monthly installment on or before its due date without any delay or default.
 - In the event the said PDC / ECS Mandate / ADM / Any other electronic or other clearing mandate is returned by the Borrower Bank or not reaching to the Borrower bank due to technical reason / banker mistake / clearing house problem / insufficient funds or for any reason, whatsoever, BFL shall be entitled to represent such PDC / ECS Mandate / ADM / any other electronic or other Clearing Mandate to the borrower Bank without any notice for payment and if not realized, the Borrower will pay/remits the said amount in full to BFL to the respective loan account of borrower immediately without any notice/reminder by BFL along with agreed cost of returns/interest. It is agreed and understood by the borrower that the said facility (PDC / ECS Mandate / ADM / Any other electronic or other clearing mandate) is been extended by BFL only on the specific request of the borrower & it is the sole responsibility of the borrower to ensure/see that the respective monthly installments are remitted in time without any delay or default or notice of demand by BFL.
 - The Borrower shall promptly replace the post dated cheques and/or the electronic mandates, agreements and/or other documents executed for payments of installment and issue fresh post-dated cheques/ mandates, agreements and/or other documents in lieu thereof to the satisfaction of BFL, if BFL is facing any difficulty / inconvenience / impediments for any reason whatsoever in presenting such cheques/ issuing debit instruction or if required any time by BFL at its sole discretion.
 - BFL may, at its sole discretion, allow customer to pay/remits the monthly EMIs partly through PDCs and partly through ECS / ADM / DCC /any other electronic or other clearing mandate.
 - The finance/loan facility of repayment of Installments through above mentioned options i.e. post dated cheques, electronic or other Clearing Mandate is provided at the Borrower on specific request only. In the event Borrower bank terminates such facility, or any other electronic or other Clearing Mandate, the borrower undertakes to swap with any other repayment mode acceptable to BFL immediately or Pay/remits cash towards the Installments on or before due date without any delay or default or notice of demand by BFL.
 - Further BFL may, in its sole discretion, require the Borrower to adopt or switch to any alternate mode of payment and the Borrower shall comply with such request, without demur, delay or protest. The method for payment as selected by the Borrower in the Application Form or the mandates given by the Borrower under any payment mode cannot be cancelled or revoked by the Borrower without prior written consent of BFL. If the Borrower cancels or revokes (or attempts to cancel or revoke) such mandates without the prior written consent of BFL, such acts of the Borrower shall be deemed to have been committed with a criminal intent and BFL shall be entitled to initiate appropriate criminal as well as civil proceedings against the Borrower in the event of default.
12. Any dispute or difference of any nature whatsoever shall not entitle the Borrower to withhold or delay payment of any Installments or other sum and BFL shall be entitled to present the post dated cheques / ECS Mandates / ADM /Any other electronic or other clearing mandate to the Borrower Bank on the respective due dates.
13. It is agreed and understood by the Borrower that non-presentation of post dated cheques / ECS Mandates / ADM / any other electronic or other clearing mandate to the borrower Bank by BFL due to clearing house instructions or any reason whatsoever will not affect the liability of the Borrower to repay the Loan in time. BFL shall not in any way be responsible for delay, omission or neglect in encashment, damage or loss of any post dated cheques / ECS Mandates / ADM /Any other electronic or other clearing mandate to the Bank (already given or to be given by the Borrower to BFL in terms hereof) for any reason whatsoever. It is the sole responsibility of the borrower to ensure/see that respective monthly installments are remitted in time without, any delay or default or a notice of demand from BFL.
14. All sums payable by the Borrower to BFL shall be paid without any deductions/ set offs whatsoever. Credit/discharge for payment will be given only on realization of amounts due.
15. BFL shall be entitled to adjust the Advance Installment and /or security deposit / initial payment made by the Borrower and as more specifically described in Part D of the Schedule hereunder towards any outstanding amount in such manner and at such time as BFL may determine in its sole discretion.
16. In respect of any delayed payments, without prejudice to all other rights of BFL under this agreement;
- BFL shall be entitled to recover a sum described in 'A' & 'B' of the Schedule.
 - In the case of an arrangement for financing under any loan scheme of direct deduction of the Installments from the salary account of the Borrower, these delayed payment interest shall apply in case of delay/default in remittance to BFL, even if the Installment has been deducted from the salary account of the Borrower by his/her employer.
 - Any sums received by BFL from the Borrower shall be appropriated first against the delayed payment interest or any other claim of BFL on the Borrower under this agreement and thereafter against the overdue Installment payment.
17. The Borrower shall have no right to terminate the agreement save and except by payment, in full, of all moneys payable under the agreement to BFL.
18. Notwithstanding anything stated elsewhere in this agreement, the Installment/s, the outstanding amount of the Sanctioned Loan, interest, additional interest, fees, expenses, stamp duty and all other sums whatsoever payable by the Borrower to BFL herein and or in connection with the said Sanctioned Loan (hereinafter referred to as the "Borrower (s) Outstanding") shall be payable by the Borrower to BFL. BFL may at any time in its sole discretion and without assigning any reason call upon the Borrower to pay the Borrower(s) Outstanding and thereupon the Borrower shall within 7 days of being so called upon pay the whole of the Borrower (s) outstanding to BFL without any delay, demur or protest or a notice of demand from BFL.
19. The Borrower shall be exclusively responsible for delivery/acceptance of the Product from the dealer/ manufacturer/ seller, as the case may be and BFL shall not be liable/responsible for any delay in delivery or non-delivery of the product, and or with respect to the quality, condition, fitness, performance, suitability, body color or otherwise whatsoever of the said Product.
20. The Borrower shall not be entitled to any increase/decrease in the principal amount of the Sanctioned Loan by reason of any increase/decrease in the purchase price of the product.
21. The Borrower shall, during the period of this agreement,
- Observe and perform all his obligations and covenants under the agreement.
 - Ensure timely payment of the Installment to BFL in time without any delay of default and ensure that the cheques / Electronic Clearing Mandate /Any other electronic or other clearing mandate issued towards payment of the Installment are honoured on presentation in time. It is the duty of the Borrower to check and ensure that his bank account has been debited towards the Installment and in case of his account not been so debited; the Borrower shall be obliged to inform BFL in writing by Reg. post at Bajaj Finance Ltd. AKURDI, Mumbai Pune Road Pune 411 035 in this regard within 3 days from the due date of such Installment & should ensure to pay/remits cash of respective installment (s)/EMI for the said non debit without any delay or a notice of demand from BFL. The Borrower should keep sufficient funds a working day before the due date and maintain the balance till the installment payment is cleared/made to BFL.
 - Maintain the product in good and serviceable condition. And ensure that all licenses, taxes, insurance, permission, approvals, consents and clearances as may be required by law are valid and subsisting.
 - Notify BFL at its Head/Registered Office at Bajaj Finance Ltd. AKURDI, Mumbai Pune Road Pune 411 035 of any change/changes in the Borrower residence address and contact details including phone/mobile numbers by Reg. Post.
 - The Borrower shall notify BFL in writing to the Head/Registered Office at Bajaj Finance Ltd. AKURDI, Mumbai Pune Road Pune 411 035 by Reg. post of any change in the Borrower employment, business or profession. In the event the Borrower is self-employed the Borrower hereby undertakes to keep BFL informed about the financials of his business on a regular basis as may be notified to him by BFL. In the event the Borrower sole proprietary concern, the Borrower shall provide BFL such information and/or documents as may be required by BFL.

- f. Indemnify BFL against any legal action or suit, loss, or claims of third parties, arising out of and/or relating to the use of the product by the Borrower or its agents
 - g. Pay / reimburse BFL against all expenses for any purpose relating to this agreement or the product covered under this agreement including any taxes pertaining to the agreement, product or the sanctioned Loan and enforcing the terms thereof.
 - h. Not use the product for unlawful or antisocial purposes/activities.
 - i. Not remove the product from the State (if the product is a vehicle, from the State in which it is registered) without the written consent of BFL.
 - j. Not do or suffer any act or thing whereby the product may be detained or taken in the execution under legal process, or by any public authority or government department.
 - k. Not use or permit the use of the product for any purpose not permitted by the terms of the insurance policy, not do or permit to be done any act or thing which might render the insurance invalid.
 - l. Pay and bear all taxes, rates, duties, charges and other imposts and obligations, existing as well as in future, in respect of the product and the transaction hereunder.
 - m. Permit BFL and its representative at all reasonable times to inspect, view and examine the state and condition of the product and the documents relating thereto and / or to produce the same for inspection to BFL or its representative at a place designated by BFL.
 - n. To do all such things and execute all such writings as BFL may require from time to time for duly or more perfectly securing the repayment of the Sanctioned Loan and product.
 - o. Not pledge or attempt to pledge or sell or attempt to sell, encumber, transfer or part with possession of the product, nor in any manner deal with the product, or do or omit to do anything the act or omission of which would impair BFL's security over the product.
 - p. Not default or delay in the payment of the installment or dues beyond the due dates.
 - q. Not prevent or obstruct BFL from taking possession of the product in case of default committed by the Borrower in payment of the equated installment agreed herein.
 - r. Where full details of the Product(s) (such as engine number/chassis number/serial number, registration number, etc., as required to be specified in the Application Form) is/are not available at the time of submitting the Application Form, the Borrower shall furnish all such details of the Product(s) to BFL, in such format as specified by BFL, within 5 (five) days of delivery of the Product(s) or immediately on receipt of such details (such as the registration number of vehicles) from the appropriate authority including a copy of Registration Certificate, tax certificate and insurance policy to BFL.
 - s. Shall register the said product with respective Road Transport Authority and to collect original registration certificate of product (vehicle) from Road Transport Authority / the authorized dealer of Bajaj Auto Ltd and to submit the copy of same immediately to BFL. The Borrower shall, within 10 days from the date of sale invoice, have such Product(s) registered with the appropriate Registering Authority, and submit a certified copy of the Registration Certificate to BFL. The registration of the Product(s) with the relevant Authority should be made clearly by the borrower indicating the fact that such Product(s) is/are exclusively charged/to be hypothecated in favour of BFL. Wherever required/applicable (such as in the case of commercial vehicles/vehicles-for-hire), the Borrower shall also obtain all necessary permissions/licenses/fitness certificate from the concerned authorities for plying/using the Product(s) across/in the State or area in which such Product(s) is/are registered. Issuance of NOC (form 35) from BFL shall be contingent/will not be issued to the Borrower having/until furnished the full details (including registration number, copy of registration certificate) regarding the Product to BFL's Registered Office at Bajaj Finance Ltd. AKURDI, Mumbai Pune Road, Pune 411 035, State of Maharashtra to be sent by Reg. Post..
 - t. Where the Facility has been availed of for foreclosing/normal closure under this agreement then the Borrower shall within 7 days from foreclosure/normal closure with BFL of the Facility get the existing charge/ hypothecation in the name of BFL removed from the Product(s)' registration certificate and/or the records of the appropriate registering authority and forthwith deliver a certified copy of the Registration Certificate (showing necessary endorsement/hypothecation removed, as the case may be) to BFL's Registered Office at Bajaj Finance Ltd. AKURDI, Mumbai Pune Road, Pune 411 035, State of Maharashtra to be sent by Reg. Post..
 - u. Shall ensure fitness certificate & product insurance (full cover) is renewed from time to time during the period of this agreement.
- 22. The Guarantor/Co-borrower/Co-applicant(s) guarantees:**
- i. The payment and discharge by the Borrower of the Borrower liabilities under this Agreement, to BFL, as per the Schedule to this Agreement.
 - ii. Upon the happening of any of the Events of Default (clause 25) as contemplated under this agreement, the immediate payment and discharge by the Borrower of the Borrowers' Liabilities, without any demur or protest or objection of any nature whatsoever, the amount outstanding against the Loan extended by BFL together with interest and all other amounts and charges payable by the Borrower or incurred by BFL, regarding the same.
 - iii. The due performance of all the terms and conditions provided under this Agreement by the Borrower.
 - a. The Guarantor /Co-borrower/Co-applicant/s hereby expressly agrees that his/her/their shall not require any proof in addition to the written demand by BFL, made in any format, raised at the mentioned address (more fully specified in schedule of this agreement) of the Guarantor /Co-borrower/Co-applicant/s indicating the happening of an Event of Default due to which the guarantee has been invoked. A certificate/letter in writing signed by an officer of BFL stating the amount due, at any particular time submitted to the Guarantor/Co-borrower/Co-applicant shall be conclusive evidence against the Guarantor/Co-borrower/Co-applicant/s.
 - b. The Guarantor / Co-borrower/ Co-applicant /s shall make payment on first demand by BFL without restrictions or conditions and notwithstanding any objections by the Borrower or any other person. The Guarantor / Co-borrower/ Co-applicant/s shall not require BFL to justify invocation of this guarantee and the Guarantor/ Co-borrower/ Co-applicant /s shall not have any recourse against BFL in respect of any payments made hereunder.
 - c. The Guarantor/ Co-borrower/ Co-applicant /s hereby expressly agrees that, this guarantee is a continuing guarantee in nature till all the liabilities of the Borrower under this Agreement are fully met against full and final & only on issuance of No objection certificate or No due certificate by BFL to the borrower. The liability of the Guarantor/Co-borrower/Co-applicant /s is joint/jointly and several along with the liability of the Borrower.
 - d. The Guarantor/ Co-borrower/ Co-applicant /s expressly agree that since his/her/their liability is co-extensive/jointly with that of the Borrower, for the purposes of effectiveness of this Guarantee, the Guarantor/Co-borrower/ Co-applicant /s are also principal debtors jointly & severally with the Borrower to BFL for all dues payable under the provisions of this Guarantee.
 - e. The Guarantor /Co-borrower/ Co-applicant /s hereby expressly agree/s that, they shall not be exonerated from their liability to BFL under this Guarantee under any circumstances till all the liabilities of the Borrower under this Agreement are fully met against full and final & only on issuance of No objection certificate or No due certificate by BFL to the borrower.
 - f. The Guarantor/ Co-Borrower/ Co-applicant/s acknowledges that the Guarantor/Co-Borrower/ Co-applicant obligation to pay/clear the liability of he borrower arises immediately after dispatch of written notice of demand by BFL irrespective of whether the Borrower has been called upon or proceeded against.
 - g. The Guarantor/ Co-borrower/ Co-applicant /s hereby agrees to keep BFL fully indemnified against all damage, losses, costs, charges and expenses (including but not limited to Attorney's fees) arising from or under or in connection with any failure of the Borrower to fulfill any of its obligations under this Agreement.
 - h. The Guarantor/ Co-borrower/ Co-applicant /s hereby acknowledges and agrees that BFL shall be entitled to invoke this guarantee, whether it enforces its security under the Loan Agreement or not or takes any proceeding (legal or otherwise) against the Guarantor/Co-borrower/ Co-applicant /s prior to, simultaneously or subsequent to any proceeding (legal or otherwise) filed against the Borrower or any other person or entity.
 - i. This guarantee by the Guarantor/Co-borrower/ Co-applicant shall be interpreted in accordance with the laws of India.
 - j. It is acknowledged by the Guarantor/ Co-borrower/ Co-applicant /s that BFL shall be entitled to disclose/share the name/s of Guarantor/Co-borrower/ Co-applicant /s, any and all the information provided by him/them to BFL under or along with or pursuant to this guarantee, to any credit bureau/s or any other person/entities as BFL may deem fit and the Guarantor/Co-borrower/ Co-applicant /s hereby agrees and undertakes not to dispute or question the same in any manner whatsoever. It is also acknowledged/agreed to BFL by the Guarantor/ Co-borrower/ Co-applicant /s that, BFL shall be entitled to report/share name/s of Guarantor/Co-borrower/ Co-applicant /s to any credit bureau/s or any other person/s/entities as BFL may deem fit the due liability of the borrower as a liability by/from the Guarantor/ Co-borrower/ Co-applicant to BFL and the Guarantor/Co-borrower/ Co-applicant /s hereby agrees and undertakes not to dispute or question the same in any manner whatsoever. It is further agreed that, it is/will the sole responsibility/duty of the Guarantor/Co-borrower/ Co-applicant to ensure that, all the installments are remitted by the borrower to the BFL in time without any delay or default. No notice of demand (whether oral or written) shall be send/made/served by the BFL to borrower, Guarantor/Co-borrower/ Co-applicant /s to this effect and Guarantor/Co-borrower/ Co-applicant /s agreed to this.
 - k. The Guarantor/Co-borrower/ Co-applicant /s agree/s that the arbitration clause no 27 provided under this loan agreement fully binds the Guarantor /the Co-borrower/ Co-applicant (s) and that the Guarantor /the Co-borrower/ Co-applicant (s) is/are also bound by the award passed by the arbitrator.
 - l. This guarantee by the Guarantor /the Co-borrower/the Co-applicant shall come into effect from the date of this agreement (more fully described in schedule of this agreement) and shall terminate only upon the Borrower and/or the Guarantor /the Co-borrower/the Co-applicant making full repayment to BFL of the Loan, interest thereon and all other charges and dues payable by the Borrower to BFL under this Agreement and/or by the Guarantor /the Co-borrower/ the Co-applicant hereunder against full and final satisfaction of BFL.
 - m. This guarantee by the Guarantor /the Co-borrower/the Co-applicant is not personal to BFL and may be assigned/transfer by BFL in whole or in part to any person (whether absolutely or as security) by BFL along with the principal obligation of the Borrower
 - n. Any notice to be given to the Guarantor(s)/the Co-borrower/the Co-applicant/s in respect of this agreement shall be deemed to have been validly given if served on the Guarantor(s) /the Co-borrower/the Co-applicant/s or send by ordinary post to or left at the address of the Guarantor(s) /the Co-borrower/the Co-applicant/s stated in this agreement schedule at the guarantor(s) /the Co-borrower/the Co-applicant/s existing or last known business or private address. Any such notice send by ordinary post shall be deemed to have been received by the Guarantor(s) within 48 hours from the time of its posting & the Guarantor(s) /the Co-borrower/the Co-applicant/s agreed to this.
- 23. Insurance**
- a. The Borrower shall be solely responsible for insurance (full cover) of the product including renewal of insurance form time to time and shall insure and keep it insured comprehensively against all risks and such eventualities during the currency of loan period without any delay. Under no circumstances BFL shall be responsible for insurance of product or for any third party claim that may arise due to accident of the product, at any point of time. Where the Borrower opts for availing of the facility of payment of premium under group insurance cover through BFL for the period of this agreement, BFL shall only facilitate the same and only on payment of the premium by the Borrower to BFL. BFL shall not undertake or liable or be responsible for any omission/mistake from its part nor shall be responsible for any third party claim that may arise due to accident of the product.
 - b. In the event of occurrence of death of the Borrower, the nominees/legal heirs hereby agrees to submit the required signed documents and complete the claim procedure without any delay, demur or protest, and permit/give clearance to the insurance company to pay to BFL the balance due under this loan agreement against full and final satisfaction of BFL and to receive balance amount of compensation, if any. Further the nominee shall not raise any objection to BFL or insurance company, receiving the said amount directly by BFL. Any deficit of amount to this auto loan agreement to BFL then it shall be cleared by the nominees/legal heirs of the borrower without any delay, demur or protest.
 - c. If the product suffers any damage, or is lost, stolen or destroyed, whether due to any risk covered by insurance or otherwise and whether due to any negligence or wrongful act of the Borrower or otherwise, the Borrower shall notify/inform to BFL's Registered Office at Bajaj Finance Ltd. AKURDI, Mumbai Pune Road, Pune 411 035, State of Maharashtra to be send by Reg. Post. and also the insurance Company of such damage, loss, theft or destruction within 48 hours of its occurrence. The Borrower shall also immediately lodge a report/FIR in respect of such damage, loss, theft or destructions with the police and other competent authorities as per law within the said 48 hours of its occurrence.

- d. If the product is lost, stolen, damaged or destroyed, BFL shall have the first right/charge to appropriate any insurance recovery towards payments of the entire balance of the Sanctioned Loan and other dues, including the portion that would otherwise have been repayable in future. If after such appropriation, there is any surplus leftover, it shall be paid to the Borrower and if there is any deficit, then the Borrower shall be liable to pay the entire deficit forthwith. BFL may however, in its sole discretion, permit the Borrower to pay the deficit amount in re-adjusted installments as determined by BFL. BFL shall remain entitled to encash the post dated cheques referred to herein above until the deficit amount is fully paid.
- e. If the product is damaged, and if BFL in its sole discretion considers that the damage is fully repairable, it may release the insurance amounts recovered for the purpose of repair of the product and continue the Sanctioned Loan on the original terms.
- 24. Security**
- a. The Sanctioned Loan, interest, additional / penal interest, fees, expenses, and all other sums whatsoever including but not limited to Borrower Outstanding payable by the Borrower to BFL hereunder shall be secured by the Product (more fully described in schedule part B) on which BFL shall have first and exclusive charge.
- b. The Borrower also agrees that, in default of the said security (vehicle) shall be surrendered to the BFL without any notice or demand by BFL.
- 25. Events of Default:**
- A default shall be deemed to have been committed if the Borrower does not comply with its obligations and covenants contained in this agreement, and also if:
- a. Any default shall have occurred in payment of Monthly Installment or any part thereof and/or in payment of any other amounts due and payable to BFL in terms of this Agreement and/or in terms of any other agreement(s)/document(s) which may be subsisting or which may be executed between the Borrower and BFL hereafter;
- b. It is found that the Borrower has/have made any misrepresentations whether oral or in writing to BFL.
- c. The product is confiscated, attached, taken into custody by any official, authority or other person made subject to any proceedings, or is disclaimed, endangered, stolen or damaged or bodily injury is caused to any third party by accident or
- d. The Borrower dies, becomes insolvent/compounds with his creditors or permits any attachment or sequestrations or other process against any of his assets or properties.
- e. If the Borrower is a partnership firm, any other partners become insolvent, or compounds with his creditors, or permits any attachment or sequestrations or other process against any of his assets or properties, including his share in the firm.
- f. The Borrower being a limited company shall pass resolution for voluntary winding up or shall have a petition for winding up presented against it or propound any scheme for compounding with its creditors or if a receiver shall be appointed of its undertaking or any of its assets or properties or any assets or property be attached or sequestered or any other process leave against the same or the Borrower shall become liable to report negative net worth under The Sick Industrial Companies (Special Provisions) Act, 1985 or any penal and re-enactment thereof.
- g. There exist any circumstances which in the opinion of BFL jeopardizes BFL's interest or security; or
- h. The Borrower commits any default under any other agreement with BFL as borrower or as co-borrower or as Guarantor with BFL. Upon the occurrence of an Event of default, the Borrower outstanding shall forthwith become payable to BFL, without any notice to the Borrower. In case the Borrower fail to pay the Borrower outstanding or any part thereof immediately, the Borrower agrees to forthwith surrender to the BFL or its representatives the product (more fully described in schedule part B) financed by the BFL (or any other product of such value as approved by BFL which would satisfy the full dues of BFL and BFL, on behalf of Borrower, shall be entitled to dispose of the same and adjust the proceeds against the Borrower outstanding. If there is any deficit the same shall be made good to BFL by the Borrower. Without prejudice to the foregoing and in addition thereto, BFL shall also remain entitled to encash the post dated cheques / Electronic Clearing Mandate / Auto Debit Mandate (ADM) / Any other electronic or other clearing mandate referred to herein above until all money due under the Agreement are fully paid up against full and final closure of this auto loan agreement.
- i. Any of the PDCs delivered or to be delivered by the Borrower to BFL in terms and conditions hereof is not encashed for any reason whatsoever on presentation; or
- j. Any instruction being given by the Borrower for stop payment of any PDCs, ECS Mandate / ADM / Any other electronic or other clearing mandate given as per Clause 11, for any reason whatsoever; or
- k. On the Borrower failing to supply a copy of the registration certificate of the Asset, Insurance copy and its renewal being the product (vehicle) or
- l. On the Borrower failing to file the particulars of the Asset as provided in this Agreement.
- 26. Remedies in case of default**
- The following are without prejudice to the other as also to other rights and remedies under law or in equity or under this agreement:
- a. BFL has full right to recall the entire loan and proceed against the borrower.
- b. In case of default by reason of the PDCs, ECS Mandate / ADM / Any other electronic or other clearing mandate transaction being dishonored, BFL shall initiate legal proceedings under Section 138 of the Negotiable Instruments Act 1881 for dishonor of cheques issued by the Borrower or under Payment and settlement systems Act, 2007.
- c. BFL shall also be entitled to take recourse to other legal remedies under appropriate provisions of the Civil Procedure code & Indian penal code and/or under any other law which may be enacted or in force to protect the interest of BFL.
- d. Without prejudice to BFL's other rights, if the Borrower fail to pay any amount/s payable under this Agreement, within 7 days of default or of such amount becoming due and payable or if any event of default occurs, in failure to surrender the product by the Borrower, the Co-borrower/the Co-applicant/the Guarantor or legal heirs within 15 days of such default or of such amount becoming due and payable or if any event of default occurs to the BFL, BFL/its agents/its representatives shall be entitled to take physical possession of the Product (more fully described in Part B of schedule) and dispose or otherwise deal with the product to enforce BFL's security and recover the Borrower outstanding. The Borrower, the Co-borrower/the Co-applicant/the Guarantor or legal heirs agree(s) and undertakes not to prevent or obstruct the BFL's representatives from taking possession of the product and that BFL's representatives will have unrestricted right of entry in and to any premises where the product is located. BFL will be entitled to sell, give on hire or otherwise deal with the product by public or private sale or private treaty without being liable for any loss, and to apply the net proceeds of sale thereof firstly towards satisfaction of all cost incurred in respect of such hire, and or dealing, secondly towards payment of the balance of the interest and other sums payable by the Borrower to BFL and then towards the outstanding principal amount of the Sanctioned Loan.
- e. BFL shall be entitled to take possession of the product without prejudice to any other remedy available with BFL's at any time, irrespective of whether the Sanctioned Loan has been recalled, if in the opinion of the BFL there is an apprehension of the Borrower not paying any money under this agreement or BFL's security being jeopardized.
- f. BFL shall be entitled to take possession of the product and for the purpose enter upon any premises as mentioned in clause 26 (d) herein above
- g. The Borrower shall indemnify BFL against any claim by any third party with respect to any articles or property so disposed off as aforesaid (the product more fully described in Part B of the schedule) in which such third party has or claims an interest.
- 27. ARBITRATION:**
- All disputes, differences and/or claims arising out of this Agreement whether during its subsistence or thereafter shall be settled by Arbitration in accordance with the provisions of The Arbitration and Conciliation Act, 1996 or any statutory amendments thereof and shall be referred to the Sole Arbitration of an Arbitrator nominated by BFL. The language of the proceedings will be English. The award given by such Arbitrator shall be final and binding on all parties to this Agreement. In the event of an appointed arbitrator dying or being unable or unwilling to act as arbitrator for any reason, BFL, on such death of the arbitrator or his inability or unwillingness to act as arbitrator, shall appoint another person to act as arbitrator. Such person shall be entitled to proceed with the reference from the stage it is left by his predecessor. The venue of arbitration proceedings shall be at PUNE (State of Maharashtra) & the Borrower, the Guarantor /Co-borrower/ Co-applicant /s fully consented and agrees to this.
- 28. Taking possession and disposal of the Security/product (more fully described as part B in schedule) :**
- a. In the event of default (as specified in clause 25) action for taking possession of the said product described in Part "B" of schedule will be initiated against the Borrower by BFL or its agents/representatives (clause 26 d will be part and parcel of this clause)
- b. Before initiating action for taking possession of the said product (More fully described in Part B of the Schedule) a verbal or written communication by ordinary post shall be effected by BFL to the Borrower.
- c. BFL may, for the purpose of taking possession of the product, may intimate the police authority within whose jurisdiction the product may be situated or found alternatively the authorized officer/agents/representative of BFL may take possession directly in a peaceful manner.
- d. On taking possession of the product, the authorized officer /agents/ representatives would take an inventory of the asset/product in detail.
- e. In case the Borrower, the Guarantor /Co-borrower/ Co-applicant/s of failure to discharge the liability in full within the period specified, BFL shall try and resolve the matter in an orderly manner.
- f. Decency and decorum would be maintained by BFL's authorized officer and other representatives of BFL throughout the process subject to suitable decency and decorum being maintained by the borrower/guarantor directly and indirectly
- g. Interaction with the Borrower would be in an acceptable business language.
- h. Even on taking possession of the product the terms and conditions of this Agreement will continue and shall not affect the obligations/liabilities of the Borrower. Co-borrower/Co-applicant & Guarantor The payment due from the Borrower on taking possession shall be equivalent to the foreclosure amount of the loan account before sale for which the Borrower shall become liable.
- i. In the event of failure of the Borrower to pay/remitt the dues (foreclosure amount) BFL will have right to recover from the Borrower the balance due, if any, after sale of the product. Excess amount if any, obtained on sale of product will be returned to the Borrower after meeting all the related expenses provided there are no other claims by BFL against the Borrower any deficit shall be cleared/remitted by the borrower, Guarantor, co-borrower/co-applicant immediately without any delay or default.
- j. Sale of the product (more fully described in Part B of the schedule) taken possession by BFL would take place through a transparent process collecting request from multiple buyers/ through individual or through online house. Before such a sale transaction is entered into, a notice would be given to the Borrower, & Guarantor giving them 7 days to repay the full outstanding (foreclosure value) and all related expenses incurred by BFL. On sale by private contract or public/private sale BFL shall be entitled to charge the costs, and expenses incurred in connection with the said sale transaction as BFL shall at its sole discretion. Such cost, expenses, including yard rents shall be in addition to any brokerage or outgoing payable in respect of any such sale. If the sale proceeds are not sufficient to pay the amount of such commission the Borrower, Guarantor co-borrower/co-applicant, shall pay the same to BFL on demand.
- k. BFL will continue to exercise its right to recover the shortfall/loss on sale through its arbitrator under (clause 27) & applicable judicial process under this agreement.
- l. BFL will continue to exercise its right to share/report the full details, of loss on sale of the product/vehicle of the borrower, co borrower, liability of the guarantor on behalf of borrower, co borrower in case of failure to clear on demand against full and final, to the Credit Bureau approved by RBI and any other agency authorised in this behalf by the RBI. Credit Bureau and / or any other agency so authorised may use and/or process the aforesaid information and data disclosed by BFL in any manner as deemed fit by them and the borrower, co borrower, guarantor agrees to this effect in full.
- 29. The payment of installment on the due date shall be made by Borrower to BFL at BFL local branch/ regional office or to BFL's authorized officers/representatives or at BFL's Registered Office at Bajaj Finance Ltd. AKURDI, Mumbai Pune Road, Pune 411 035, State of Maharashtra to be send by Reg. Post.**

30. Any notice to be given to the Borrower, Guarantor, Co-borrower/Co-applicant / s in respect of this agreement shall be deemed to have been validly given if served on the Borrower, Guarantor, Co-borrower/Co-applicant / s sent by ordinary post to or left at the address of the Borrower stated in this agreement schedule at the Borrower existing or last known business or private address. Any such notice sent by ordinary post shall be deemed to have been received by the Borrower within 48 hours from the time of its posting.
31. It is understood and agreed by Borrower, Co-Borrowers, Co-applicant that, BFL as its discretion shall extend last installment waiver as per special schemes rolled out from time to time, this is also subject to compliance in repayment / clearance of all loan installments in time (on or before its respective due dates as per repayment schedule) without any delay or default.
32. Upon the Borrower paying to BFL all the installments on the due dates as specified in the Part A of the Schedule and also upon paying to BFL all other sums, payable by the Borrower to BFL under this Agreement, the Sanctioned Loan shall come to an end.
33. Any statement of account furnished by BFL regarding the balance amount due and payable by the Borrower under this agreement shall be accepted by and be binding on the Borrower and shall be conclusive proof of the correctness of the amount mentioned therein. Without prejudice to what is stated above, if the Borrower desire to question any statement or any part thereof the Borrower shall furnish BFL full details of the same within 7 days of the receipt of the statement by the Borrower to BFL's Registered Office only at Bajaj Finance Ltd, AKURDI, Mumbai Pune Road, Pune 411 035, State of Maharashtra to be send by Reg. Post and BFL may consider the same and the Borrower shall not entitle to object to the same thereafter on any ground whatsoever. It is however clarified that the Borrowers shall not be entitled to default or delay the payment of the installments on the ground of the Statement of Account furnished by BFL being inaccurate or any other ground.
34. BFL states and declares that as per the requirement of Reserve Bank of India (RBI) the Company has framed a fair practices code. The same is displayed at the Company's offices and can be inspected by the Borrower, the Guarantor /Co-borrower/ Co-applicant /s at any time. It has also been put on the Company's website www.bajajautofinance.com.
35. At the request of the Borrower, BFL may foreclose the Loan. The Borrower, if seeks foreclosure BFL may charge foreclosure charges not more than 3% of principal outstanding as on that date, (all other applicable taxes and Statutory levies, if any will be charged additionally).
36. In case the Borrower is from a place where BFL is not having its banking arrangement with its banker for local clearing and the borrower gives post dated cheques, the Borrower in addition to installment agrees to pay up front of not more than ₹ 100/- per cheque towards outstation collection/administrative charges for the cheques given by him.
37. BFL shall give notice to the Borrower of any change in the terms and conditions including disbursement Schedule, interest rates, service charges, prepayment charges etc. BFL shall ensure that changes in interest rates and charges are effected only prospectively. The Borrower (s) shall be bound by the aforesaid change and shall not dispute the same.
38. **Assignment of rights:**
- The Borrower shall not be entitled to assign its rights and obligations under this agreement save and except with the written consent of BFL. The Borrower shall not transfer or alienate or otherwise deal with the product in any manner whatsoever except for his use.
 - All costs (including but not limited to Advocate cost), charges, expenses, taxes, duties (including stamp duties) in connection with this agreement any documents executed pursuant hereto, the creation, enforcement, realization or attempted realization of the security and insuring, taking possession or maintain, storage and selling of the products shall be borne and paid by the Borrower alone.
 - In the event of demand made by any banks or Financial Institution(s) from whom BFL has obtained financial assistance, the borrower shall pay the Installment directly to such Bankers / Financial Institutions. The Borrower agrees that he shall not do or cause to be done anything which will impede the rights of such Bankers / Financial Institutions in their recovery of any dues, including the rights over the product, if any.
 - BFL shall be entitled to grant/transfer/assign any or all of its rights, benefits, obligations, duties and liabilities under this Agreement including the rights to receive the installments and loan balance by way of sale, transfer, securitization, charge or as a security or otherwise to any person (s) or entity and in event of such assignment by BFL, the Borrower, Guarantor, Co-borrower, Co-applicant shall perform his obligations under this Agreement to such assignee.
39. The Borrower, Co borrower, Co applicant, Guarantor expressly agrees that, any legal proceedings including any consumer disputes by Borrower, Co borrower/Co applicant, Guarantor to this agreement on BFL shall be instituted/ filed in the courts at Pune only in the State of Maharashtra, which courts alone shall have exclusive jurisdiction but BFL will have the full right to file/institute Criminal/Civil proceedings/cases against the Borrower, Co borrower/Co applicant, Guarantor at any parts of the country including Pune in the State of Maharashtra for which Borrower, Co borrower/Co applicant, Guarantor fully agrees.
40. BFL shall, as it may deem appropriate and necessary, be entitled to disclose all or any:
- Information and data relating to the Borrower, the Guarantor /Co-borrower/ Co-applicant /s ;
 - Information or data relating to the Facility, Loan Terms and/or the Asset(s), if any, furnished by the Borrower, the Guarantor /Co-borrower/ Co-applicant /s in favour of BFL;
 - obligations assumed / to be assumed by the Borrower, the Guarantor /Co-borrower/ Co-applicant /s in relation to the Facility under the Loan Terms or Asset(s)/Product, if any, furnished by the Borrower, the Guarantor /Co-borrower/ Co-applicant /s for any other credit facility granted / to be granted by BFL;
 - default, if any, committed by the Borrower, the Guarantor /Co-borrower/ Co-applicant /s (liability of the borrower) in discharge of the aforesaid obligations, to the Credit Bureau (CB) approved by RBI and any other agency authorised in this behalf by the RBI. CB and / or any other agency so authorised may use and/or process the aforesaid information and data disclosed by BFL in any manner as deemed fit by them. CB and / or any other agency so authorised may furnish for consideration, the processed information and data or products thereof prepared by them, to BFL financial institutions and other credit grantors or registered users, as may be specified by RBI in this behalf. All information and data furnished by the Borrower, the Guarantor /Co-borrower/ Co-applicant /s to BFL from time to time shall be true and correct.
41. The Borrower, the Guarantor /Co-borrower/ Co-applicant /s agrees that each of his obligations under this agreement is independent and severable from the rest. If any obligation is found not enforceable by a court of law, for any reason, the Borrower, the Guarantor /Co-borrower/ Co-applicant /s shall continue to remain bound by the other obligations stipulated herein.
42. The Borrower acknowledges that the rate of interest, penal charges, service charges and other charges payable and or agreed to be paid by the Borrower under this Agreement is reasonable and acceptable to him.
43. The Borrower, the Guarantor /Co-borrower/ Co-applicant /s acknowledges that the contents of the Loan Agreement have been fully explained in the vernacular language in the case of the Borrower, the Guarantor /Co-borrower/ Co-applicant /s being illiterate and or cannot read and understood by him/her/it/them at the time of availing the loan and only thereafter he/she /they has/have put his/her/their signature and thumb impression. In all other case where the Borrower, the Guarantor /Co-borrower/ Co-applicant /s cannot read English the vernacular terms and conditions have been provided and are after understanding and agreeing the same the Borrower, the Guarantor /Co-borrower/ Co-applicant /s has accepted the terms and conditions by affixing his/her/their signature and thumb impression.
44. This Agreement, Schedule, and any other documents attached hereto or referred to herein, integrate all the terms and conditions mentioned herein or incidental hereto and supersedes all oral negotiations and prior writings in respect of the subject matter hereof, except for those provisions of the Agreement, Letter of Sanction, security documents issued or executed prior to this Agreement which are in addition to and complement to, and are not the same or in conflict with, the terms of this Agreement. In the event of any conflict between the terms, conditions and provisions of this Agreement and any other agreements or documents attached hereto or referred to herein, then in such event, the terms, conditions and provisions of this Agreement Schedule, Loan Term Sheet/Sanction Loan shall prevail.
45. All Notice/s, Orders, Summons, Letter of intimation, Cases if any to be served/ filed by the Borrower, the Guarantor /Co-borrower/ Co-applicant /s on BFL should be served on the registered office of the BFL only which is currently at Bajaj Finance Ltd, AKURDI, Old Mumbai-Pune Highway, Pune, 411035.. State of Maharashtra & to be send by registered post/speed post only. BFL will not entertain/consider any type of communication/intimation to its branch/s, regional office/s, or to its agents & to Bajaj Auto Ltd Dealers, its out lets including its service points and Borrower, the Guarantor /Co-borrower/ Co-applicant /s agrees to this.
46. **BFL offers Customer Service:**
For any service related issue, customer can get in touch with BFL by:
- Calling Customer helpline numbers 09225811110 For loan details and instant service, download our Mobile App "My BAFI" from Playstore/App Store
 - Contact Customer Grievance cell at our Registered Office: Head Customer Care, Bajaj Finance Ltd, AKURDI, Old Mumbai-Pune Highway, Pune- 411035, State of Maharashtra
 - Mail us at bflcustomer@bflaf.com
 - Write to Grievance cell at our Registered Office: Bajaj Finance Ltd, C/o Bajaj Auto Ltd, AKURDI, Pune- 411035, State of Maharashtra by Reg. Post/Speed post.
- Latest Details on helpline numbers and Grievance cell also available on In case a customer is not satisfied with the handling of Grievance Cell at the Registered Office, Second level and third level escalation is as under
- 2nd Level - Please write to Head - Customer Service, Bajaj Finance Ltd, AKURDI, Old Mumbai-Pune Highway, Pune- 411035 State of Maharashtra or email us at bflheadcustomer@bflaf.com We will respond to you within 7 working days.
- 3rd Level- please write to Nodal Officer at: The Nodal Officer, Bajaj Finance Ltd, AKURDI, Old Mumbai- Pune Highway Pune - 411035 State of Maharashtra OR send an email to: bflnodalofficer@bflaf.com You will get a reply to your complaint within 7 working days.
47. **ACCEPTANCE**
The Borrower, the Guarantor /Co-borrower/ Co-applicant /s hereby declare as follows:
- They have read the entire Agreement (from page no.1 to 8) including the Details given in the Schedule, which have been filled, signed in their presence. They shall be bound by all the conditions including the Details.
 - This Agreement and other documents have been explained to them in the language understood by them and they have understood the entire meaning of all the clauses.
 - They agree that this Agreement shall be concluded and become legally binding on the date when the authorized officer of BFL signs this Agreement.
 - They agree that if BFL omit to adhere to do anything under this agreement, it will not be treated as a waiver of BFL right under this agreement..
 - They agree that, In event of interpretation of any clause/s, schedules of this agreement English language shall prevail.
 - A copy (Vernacular & English) of the terms and conditions (Page No. 1 to 12) and schedule of this loan agreement , is received by them from THE BFL officer and affirm/Acknowledge the receipt of the same in vernacular & English language.

IN WITNESS WHEREOF ALL THE PARTIES HAVE SET AND SUBSCRIBED THEIR RESPECTIVE HANDS ON THE DAY, MONTH AND YEAR FIRST HEREINABOVE WRITTEN

Signature / Thumb Mark (LEFT hand) or Borrower(s) : (X) _____

Name of Borrower(s) : _____

Signature of witness: (X) _____

Name of witness: _____

Address: _____

Left
Thumb

Left
Thumb

(Signed before me and Thumb mark put before me)

Signature of Co-Borrower(s) : (X) _____

Name of Co-Borrower(s) : _____

Address: _____

Left
Thumb

Signature of Guarantor: _____

Name of Guarantor: _____

Address: _____

Left
Thumb

Signature of witness: _____

Name of witness : _____

Address : _____

Left
Thumb

Signed before me/ Thumb mark put before me

For Bajaj Finance Ltd

Authorised signatory

SCHEDULE FORMING PART OF AUTO LOAN AGREEMENT

Agreement No. / Unique ID No. :
 Date of Agreement/ Invoice :
 Place of Agreement :
 Name Of Borrower :
 Address :

Name of Co-applicant :
 Address :

Name Of Guarantor :
 Address :

Part A

Dealer Details

Dealer Name :
 Dealer City :

Part B

Product Details

Product Description :
 Manufacturer :
 Model :
 Engine No. :
 Chassis No. :
 Registration No. :

A. Amount Financed/Loan : ₹
 Finance Charges/Interest:[refer clause(5)and (6) of the agreement] : ₹
 Total : ₹
 Tenure :
 Installment : ₹
 1st Installment due date :

B. Penal Charges

- a. Bounce charges of up to ₹ 531/- on each Bounce as per clause B of the schedule.
 B. For continuing of non payment of amount due, a penalty not exceeding 3% per month on amount due calculated on pro-rata basis from due date till actually paid as per clause B of the schedule.

C. (i)Advance Installment

Will be adjusted towards last installment No(S). from :
 (ii) Security Deposit : ₹
 Interest On Security Deposit % p.a. :

D.Repayment Details

D. (i) Repayment Details	
Repayment Mode	:
Due date	:
Post dated cheque Amount	: ₹
Cheque from and to	:
Name of the Bank	:
Total No. of cheques	:
Installment Amount	: ₹
Periodicity (M/BIM/QTLY)	:
Name Of Account Holder	:
Name Of Joint Account Holder	:
Account No:	:

(X) _____
 (Borrower Sign)

For and behalf of BAJAJ FINANCE LIMITED

Authorised Signatory