

## Terms and Conditions – DCB Tractor Loan

1. The rate of interest on the DCB Term Loan will remain fixed for the entire tenor of the credit facility from the date of first disbursement.
2. The facility granted above is repayable on demand and the terms and conditions stipulated including pricing for the facility are subject to change without prior notice.
3. 'DCB Bank reserves its right to share information regarding the account with other banks / RBI / CIBIL / any other credit rating agency / Institutions and or any statutory body / authority in the normal course of business. This also includes the right to share information on the financial affairs of the account with any other bank/s from whom the Borrower has/have availed/intend to avail any kind of facility – financial or otherwise. DCB Bank also reserves the right to demand and receive similar information from other banks or institutions with whom the Borrower deal/s.
4. In the event of the Borrower committing default in the repayment of instalment of loan or payment of interest on due dates, DCB Bank shall have an unqualified right to disclose his/her/their name to Reserve Bank of India (RBI). I/We give consent to DCB Bank and / or to RBI to publish his name as defaulter in such a manner and through such medium as DCB Bank in its absolute discretion may think fit. The aforesaid right shall be available to DCB Bank in addition to and not in derogation of any Agreement or the general conditions as the case may be.
5. Payment of interest, commission, charges and other costs to DCB Bank shall be net of all statutory taxes / payments, as applicable from time to time and all such statutory taxes / payments (Service Tax & Education Cess also included) due payable to be borne by the Borrower, will be in addition to fees, commission, charges, interest and other costs of DCB Bank.
6. I/We declare and undertake that no consideration in any form, including money has been paid/will be paid and the guarantor/s confirm/s that no consideration in any form, including money, was taken/will be taken, in lieu of the personal guarantee extended / being extended by way of guarantee letter, for the credit facilities granted / proposed to be granted / continued, to me/us.
7. DCB Bank reserves the right to inspect, by its officers and / or its authorised representatives, at any time, vehicle hypothecated to DCB Bank, and the expenses incurred by DCB Bank in this regard will be borne by the Borrower. DCB Bank also reserves the right to carry out the valuation of the collateral securities hypothecated/charged to the Bank once in three (3) years and the cost thereof will have to be borne by the Borrower.
8. If there is any amount withheld by DCB Bank at the time of disbursement due to non-submission of registration certificate, the same can be paid to the dealer upon receipt of registration certificate with hypothecation in the name of DCB Bank. In the event of closure of loan by the customer without submission of registration certificate to DCB Bank, the Borrower will be liable for payment of the balance amount to the dealer and in that case DCB Bank will have no liability towards this. NOC (no objection certificate) can be issued only after closure of all pending dues including the withheld amount due to RC pendency.
9. Borrower(s) acknowledge and agree that the credit facility(ies) availed by me/us are governed by Reserve Bank of India's instructions on Stressed Asset Classified as Special Mention Account (SMA) or Non-Performing Asset (NPA), more particularly stipulated hereunder Annexure A. For avoidance of doubt: Stressed Asset shall mean loan accounts, where the principal or interest payment or any other amount wholly or partly overdue (any amount due to the bank under any credit facility is overdue if it is not paid on the due date fixed by the Bank) OR outstanding balance remains continuously in excess of the sanctioned limit or drawing power, whichever is lower, for a period of more than 30 days.

10. The Borrower and / or the Co-Borrower expressly recognizes and accepts that the Bank shall, without prejudice to its right to perform such activities itself or through its officer or agents, be absolutely entitled and have full powers and authority to appoint one or more third parties of the Bank's choice and to transfer and delegate to such third parties the right and authority to collect on behalf of the Bank all unpaid instalments and to perform execute all acts, deeds, matters and things connected therewith or incidental thereto including sending notices of demand, attending the residence or office of the Borrower and / or the Co-Borrower or otherwise with the Borrower and / or the Co-Borrower receiving the instalments in cash / draft / cheque whether in the name of the Bank or in its own name from the Borrower and / or the Co-Borrower, entering into a comprise with the Borrower and / or the Co-Borrower, giving a valid receipt and granting effectual discharge to the Borrower and / or the Co-Borrower and generally performing all lawful acts as the third parties may find appropriate for the purpose.

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