

REPO POLICY

PREPARED BY:

Name	Designation	Date
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APPROVED BY: Board of Directors

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❖ **PURPOSE**

The Purpose of this Policy is to define the process to be adopted for repossession of secured assets and the various activities to be complied with respect to prior & post repossession.

❖ **BACKGROUND**

For securing assets legal & compliance requirements are mandated to be complied by Branch as well as by CPC Team. With the growing footprint of ICF, there is a need to standardize the Repossession process and address the current concerns towards different processes being followed at different geographies. There is also a need to clearly define what process will be carried out centrally and what needs to be done by the Branches. Hence, this policy is designed to define the entire Repossession Process from an operational, legal and compliance point of view.

❖ **SCOPE**

This Policy is applicable to

- All Lending Products of ICF.
- All geographies of vehicle finance branches

❖ **RESPONSIBILITY:**

The responsibility of implementing the various processes defined in this policy lies with the entire team of ICF (Sales, Collections, HO Support) and CPC Team (Operations team). Any deviation not covered in this policy must be approved by Collection Head and subsequent policy amendments if any must be in place on time to time.

SECTION-1: INTRODUCTION TO REPOSSESSION

1. IDENTIFICATION OF ASSETS FOR REPOSSESSION

Identification of a assets for repossession lies with the ICF processes and policies of maintaining financial discipline by the customers. In the event of any irregularity and on meeting criteria stipulated central office will direct teams to carry out repossession processes.

➤ **Qualification for CV**

Overdue not cleared:

- Customer is having overdue and not paying the due despite regular follow-up

Threat of losing the asset:

- Customer is a market defaulter / vehicle is with 3rd party / skip or hiding / dodging the payments intentionally
- There is probability of the vehicle going missing, getting dismantled or using for illegal transportation

Depreciation of asset:

- Customer's vehicle lies idle/abandoned
- Customer vehicle is in accident condition and he doesn't intent to repair the vehicle

In all such scenarios, vehicle can be repossessed provided the necessary legal and compliance steps are executed as per this policy.

➤ **Qualification for SME (LAP) :-**

A customer having a financial product of Loan Against Property will be qualified for the process initiation on becoming NPA Legal process under SARFAESI will be initiated and orders u/s 14 of the Act will be secured.

2. TYPES OF REPOSSESSION

The different types of Repossession allowed are:

- Surrender
- Seizure through Repo Agent
- Stop and Release
- Repossession though court order (Sec9 / Sec17/ROP/ Others)
- AS IS WHERE IS Sale (AIWI)
- Securitization of secured assets

SECTION-2: REPOSSESSION THROUGH SURRENDER

1. WHAT IS CONSIDERED AS A REPOSSESSION THROUGH SURRENDER?

When a borrower or anyone other than the borrower approaches ICF Branch to physically surrender the vehicle financed to them, it is considered as Surrender. A surrender letter will be issued by the customer and on proper receipt of inventory the vehicle will be taken in stock and parked at an authorized yard of ICF.

2. WHAT IS THE PROCESS TO BE FOLLOWED IN CASE OF SURRENDER?

- Borrower or a non-borrower (including co-borrower, guarantor, 3rd party with whom the vehicle is available) approaches ICF Branch for physical surrender of vehicle.
- Branch team needs to get the surrender letter template filled by the person surrendering the vehicle along with his KYC.
- The borrower or a non-borrower must physically surrender the vehicle in yard agreed by branch team; if in case he is unable to transport the vehicle to yard; he may upfront make a payment to Indostar & seek help in transporting the vehicle & park it in the empaneled parking yard.
- Inventory of the vehicle is to be recorded immediately once parked.
- When the vehicle is surrendered, Branch must attempt to collect the original RC as well; if the same is not available/unable to collect, the reason for same must be mentioned in Surrender Request.
- At the time of surrender, Branch team must ensure that the vehicle is not loaded with goods.
- In case of Surrender on an AS IS WHERE IS basis, the Surrender AS IS WHERE IS letter can be collected and the vehicle can be sold from the location; the vehicle location can be entered and marked under empaneled yard in UNO System
- Surrender marking request is to be filled in by Branch team and the necessary documents are to be sent to CPC Team

3. WHAT ARE THE REPO DOCUMENTS NEEDED?

SURRENDER LETTER

- Branch needs to get the surrender letter template filled by the person surrendering the vehicle along with the approved KYC; in case the person submits a signed surrender letter in English or in local language, the same may also be attached to the sample template – Refer Annex 1
- In case of surrender by borrower, then the “Surrender letter by borrower” has to be obtained in vernacular language or English language
- If surrender is by non-borrower, we must collect the KYC to avoid any future criminal complaints, in case of KYC not being available, the same need to be ratified by the ZLM and Legal Head.
- [SECTION-3: REPOSSESSION THROUGH SEIZURE](#)

1. WHAT IS CONSIDERED AS A REPOSSESSION THROUGH SEIZURE?

When a vehicle is repossessed through a Repo Agent or by ICF employee and the vehicle is brought into a yard, it is considered as Repossession.

2. WHAT IS THE PROCESS TO BE FOLLOWED IN CASE OF REPOSSESSION?

- Central Collection identifies vehicle for Repo basis one of the reasons for repo stated in SECTION 1
- Central Collection publishes Repo details detailing all eligible vehicles for repossession
- System Generated authorization letter is issued to the Repo Agent who has identified the vehicle for repossession; Empaneled Repo Agent will repossess the vehicle in a peaceful manner and park it in the empaneled parking yard.
- Inventory of the vehicle to be taken immediately by parking yard agent
- If the vehicle is loaded with goods, then the “Consignee letter” (Annexure 2) must be dispatched by the Branch team / an acknowledgment letter must be received from the person to whom goods are handed over

3. WHAT ARE THE REPO DOCUMENTS NEEDED?

PRE-REPO LETTER

S.NO	ELIGIBILITY	CONDITION	LETTER
1	Bucket 1-30 DPD	Minimum 1 EMI overdue	Reminder Letter
2	Bucket 30-60DPD	Minimum 2 EMI overdue	Demand/ Vehicle production Notice
2	Bucket 60+ DPD	Minimum 2 EMIs overdue	LRN (Loan Recall Notice)

Disclaimer: - The above criteria / eligibility can change according to prevailing legal process and decisions

AUTHORIZATION / DIRECTION

- A mail must be sent to the Repo Agents with the list of vehicles eligible for repo and this to be treated as the authorization to the repo agent for repossession purpose
 - Agreement no & vehicle registration has to be mandatorily shared

INVENTORY

- At the time of repossession, the inventory must be duly checked by ICF employee/ yard agent
- All details pertaining to engine no, chassis no, vehicle registration no must be duly captured in the physical copy
- Chassis No imprint to be on Inventory
- The physical Inventory copy must be duly filled and signed by the yard Manager/Owner/ICF employee

PRE & POST INTIMATION TO POLICE

- Intimation to police is mandatory at the time of repossession and post the repossession activity
- The pre-repo notice to police (Annexure 3) is to be sent at least on the day of repossession if not in advance; in case of repo post 6pm, the notice can be sent the subsequent day
- The post-repo notice to police (Annexure 4) is to be sent within 1 day from the date of repo; it can be sent on the subsequent working day in case of holiday
- The postal receipt / email copy must be shared with the central team
- Alternatively, the notices can be handed over to Borrower, co-borrower or guarantor in person and an acknowledgment (signature) may be obtained. Notices can not be handed over to any other person other than Borrower, Co-borrower or Guarantor.

PRE-SALE LETTER

- Post repo the vehicle, a pre-sale letter has to be sent to customer from the central team
- Pre-sale letter is mandatory, and no repo vehicle can be sold without sending the same Annex 5

SECTION-4: REPOSSESSION THROUGH AS IS WHERE IS SALE

1. WHAT IS CONSIDERED AS A REPOSSESSION THROUGH AS IS WHERE IS SALE?

A vehicle funded by Indostar may be sold without physical repossession of the vehicle by Indostar in the following scenarios:

Threat of losing the asset funded or Depreciation of asset:

- Customer's vehicle lies idle/ abandoned / vehicle in accident condition and he does not repair the vehicle
- Vehicle is impounded by RTO / any Government body
- Customer has pledged the vehicle with local unorganized money lender
- Any other impediment as identified by team on case-to-case basis

Process to be followed for sale under AIWI

Steps	Type of paper	Activity
Identification of Asset		Internal Team along with details of the offenses and circumventing situations.
Notice Issuance	Indostar Letter head	In identified asset the attached notice will go Delinquent Notice will be issued by the local team.
		This has attachment has two notices and will be issued in a gap of 10 days from postage. Mandatory RPAD. (Refer Annx - AIWI Annx I)
Application/Bid	Simple Paper	A SIMPLE LETTER IS TO BE OBTAINED FROM THE PURCHASER WHEREIN HE WILL SHOW HIS INTEREST IN PURCHASING THE VEHICLE. (as we refer as Quotation or Bid from the prospective buyer)
Offer	Indostar Letter head	The proposed buyer will give us the offer in the attached format. (Refer to AIWI Annx II)
Indemnity	Stamp Paper	We will accept the offer and the proposed buyer will submit the attached indemnity.(Refer to AIWI Annx III)
Post Sale Letter	Indostar Letter head	After completion of the documentation we will issue the attached sale confirmation to the buyer. (Refer to AIWI Annx IV) , to be sent from Central Team

SECTION-5: REPOSSESSION THROUGH STOP & RELEASE

1. WHAT IS CONSIDERED AS A REPOSSESSION THROUGH STOP & RELEASE?

In order to regularize the accounts which are delinquent, branch can stop the vehicle and release the same post collection of EMI & seizure charges. This type of repossession is referred to as Stop & Release

2. WHAT IS THE PROCESS TO BE FOLLOWED IN CASE OF STOP & RELEASE?

- While the release process for a vehicle repossessed under Stop & release may vary, the repo process would remain same
- Vehicle to be repossessed through Stop & Release is to be identified
- The vehicle can be stopped at a safe and secure place
- The vehicle needs to be released on collection of payment (as & if applicable)
- If a Vehicle is Stopped and Released on the same day, then based on pre-repo notice, pre- intimation to police, along with receipt of dues as per approval
- If the vehicle is stopped for more than 24 hours and not released, then the attempt must be to take the vehicle to nearby yard and post police intimation became mandatory
- If the vehicle is loaded with goods, then the "Consignee letter" (Annexure 2) must be dispatched by the Branch team within 24 hours from the date of repo

3. WHAT ARE THE REPO DOCUMENTS NEEDED?

When a vehicle is repo marked under Stop & Release, all mandatory repo documents applicable for Repo is applicable for Stop & Release as well.

- Pre-Repo notice, Inventory, Pre-Intimation to Police and Post intimation to Police if release is beyond 24 Hours
- Pre-Repo notice, Inventory, Pre-Intimation to Police if release is before 24 Hours

SECTION-6: REPOSSESSION THROUGH COURT ORDER or ANY OTHER ORDER

1. WHAT IS CONSIDERED AS A REPOSSESSION THROUGH COURT ORDER?

If a Branch is unable to repossess a vehicle through Repo Agent, then the branch needs to do the same legally, with the help of a Court Order. This is referred as Repossession through Court order.

For loan Against property order of Sec 14 is mandatory

2. WHAT IS THE PROCESS TO BE FOLLOWED IN CASE OF COURT ORDER?

- Legal initiations are done be central legal and orders provided
- Local attachment proceedings are initiated by the legal team
- Post getting the Court Order, the same would be executed by the branch/local teams
- Vehicle will have to be parked in the yard
- Possessions of mortgaged properties are secured and kept under lock.
- Pre-sale for Legal cases should be sent only with HO legal concurrence
- For Loan Against Property secured properties will be sold as per auction process of SARFAESI
- Online Repo marking template in UNO is to be filled in by Branch team and the necessary Repo documents is to be uploaded as per compliance
- Branch team to cross check with Legal manager and repo mark Legal vehicles under "Legal" and not "Repo"
- If a vehicle has been marked under "Repo/Surrender/AS IS WHERE IS/ Stop & Release" but is appearing in Legal dump circulated by VF HO Legal (basis case filed), the same will be considered as Legal; branch to check status of Legal in daily Stock MIS

3. WHAT ARE THE REPO DOCUMENTS NEEDED?

INVENTORY

- Once asset is secured with the help of a Court Order & brought into the yard, the inventory must be duly prepared by the yard agent or the authorized officer
- The physical copy must be duly filled and signed by the yard agent and counter signed by ICF employee
- ICF team must take responsibility to ensure that the condition of all-important parts of the vehicle is filled accurately by the yard agent. A proper inventory is made in the presence of the court receiver in case of Loan against Property
- All details pertaining to engine no, chassis no, vehicle registration no must be duly captured in the physical copy

COURT ORDER

- A fully scanned copy of the court order must be submitted to CPC for further reference

SECTION-7: REPO MARKING AND MANDATORY DOCUMENTATION

1. WHO CAN APPROVE TO REPOSSESS A VEHICLE?

Branch team must ensure necessary repo approval on mail:

- In case of NPA Buckets it has to be approved by Collection Head recommended by central collection

2. MANDATORY DOCUMENTATION FOR REPO FLAGGING

All the mandatory documents need to be sent to central team by the Branch/Region team before release of vehicle.

Type of Repo	Mandatory Repo & Documents
Surrender	Surrender Letter, Inventory Report
AS IS WHERE IS	As defined in AIWI section
Sec9/ROP/Legal	Court Order, Inventory Report, Pre-sale letter (wherever advised by NLM)
Seizure	Pre-Repo Letter, Pre-Intimation to Police, Post Intimation to Police, Inventory Report
Stop and Release on the same day	Pre-Repo Letter, Pre-Intimation to Police, Inventory, Copy of the receipt, approval
Stop and Release on the same day with going to the Yard	Pre-Repo Letter, Pre-Intimation to Police, Copy of the receipt, approval
Stop and Release after 24 hours	Pre-Repo Letter, Pre-Intimation, Post Intimation to Police, Inventory Report, Copy of the receipt, approval

4. Documents to be sent to Central Team basis nature of repossession are as below:

Repo docs details	Seizure	Surrender	Sec 9 & Sec 17	Stop & Release (Same day release)	Released on a different day	As is where is sale
Pre-Repo Intimation - with proof of dispatch	Mandatory	NA	NA	Mandatory	Mandatory	Mandatory
Pre-Repo intimation to Police with proof of dispatch	Mandatory	NA	NA	Mandatory	Mandatory	Mandatory
Inventory Sheet	Mandatory	Mandatory	Mandatory	NA	Mandatory	Not applicable
Post-Repo intimation to Police with proof of dispatch	Mandatory	NA	NA	NA	Mandatory	Same as pre-repo
Surrender letter	NA	Mandatory	NA	NA	NA	NA
Court Order	NA	NA	Mandatory	NA	NA	NA
Post Repo/Pre- Sale letter - with proof of dispatch	Mandatory	NA	As advised by Legal Head	NA	NA	NA
Sale intimation letter to customer with Acknowledge	NA	NA	NA	NA	NA	Mandatory
Approval	Mandatory	Mandatory	Mandatory	Mandatory	Mandatory	Mandatory

Possession Through Sarfaesi Proceedings		
Loan Against Property	Sec 13(4)	Sec 14
Notice	Yes	NA
Court Order	NA	Yes

SECTION-8: HEALTH CHECK OF REPO DOCUMENTS BY CENTRAL TEAM

1. WHAT WILL BE CHECKED DURING THE HEALTH CHECK PROCESS BY Central Team?

- Pre police intimation is duly stamped or postal receipt in case of email copy of the email sent
- Post police intimation is duly stamped or postal receipt in case of email copy of the email sent
- Inventory sheet is properly filled up and duly signed and stamped by the yard authority
- In case of surrender, surrender letter is duly signed or not
- Any other point mentioned under each document type in previous SECTIONS
- In case of un-empaneled yard, approval is available or not

In case of any deviation approval from the competent authority needs to be availed

Auction & Release Policy

CONTENT OF THE POLICY:

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2	SECTION-10 – LISTING OF VEHICLE ON SHRIRAM AUTOMALL INDIA LTD (AUCTION PLATFORM)
3	SECTION-11 – BIDDING OF LISTED VEHICLE ON AUCTION PLATFORM
4	SECTION-12 – AWARDED OF LISTED VEHICLE ON AUCTION PLATFORM
5	SECTION-13 – PAYMENT & RECEIPTING OF AWARDED VEHICLES
6	SECTION-14 – UPLOAD OF SALE DOCUMENTS & RELEASE OF VEHICLE
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10	SECTION-18 – TRAINING TO EMPANELED REPO AGENTS
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SECTION-9: INITIATING VALUATION OF THE REPOSSESSED VEHICLE

1. WHAT IS THE ARRANGEMENT WITH VALUATORS?

- ICF has entered into an agreement with Valuers to conduct valuation of repo vehicles and submit a valuation report; hence valuation of vehicles through empaneled Valuers is mandatory
- The agreed TAT for conducting the valuation & sharing the valuation report is 3 days; however, in case of remote locations and prevailing environment in the territories, the TAT may take longer than 3 days
- As per our agreement, empaneled Valuator must inspect the vehicles, check the engine and chassis number, registration number, availability of key, condition of vehicle (running/towing), battery, tyres and other key components of the vehicles
- In case the valuator is unable to enter the yard, he needs to get in touch with the Central Team, central team need to ensure that valuator is allowed to inspect the vehicle by coordinating with the respective regional team

Valuators has been requested to check if the following details can be part of the valuation reports:

1. Vehicle Summary column must contain qualitative feedback about the vehicle including any specific observations detected by the valuator
 - Chassis: Clear/ Tampered/ Unable to inspect & image not available
 - Registration number: Same as sent by ICF/ Different registration no/ dummy registration number painted
 - Parivahan check for MMV, Engine no, YOM : Verified/ Not verified (wherever applicable)
 - Photograph of the chassis (wherever possible)
2. Manufacturer, Make, Model & Year of Manufacturing of the vehicle must be accurately mentioned in the report by their Quality Control team
3. In case of any mismatch between ICF vehicle details sent and what has been received from Valuator, the same will be shared as an exception report by Central team to NCH/Valuator for validation; the team must attempt to close the issue before sale

2. WHO CAN INITIATE THE VALUATION AND WHEN?

- HO Central team needs to initiate valuation request to the empaneled valuer on Repo intimation with the mandatory data like yard details etc.
- by the same name, as and when there is a need to conduct a valuation
- A valuation report is valid for a period of 90 days only & may be extended basis National Collection Head approval

3. CAN A VEHICLE BE SOLD BEFORE VALUATION?

- Valuation is mandatory for all repossessed vehicles
- No vehicle can be sold before valuation – at least ICF employee self-valuation is required

4. Sale of Vehicle initiation

- Post the mandatory activities (Valuation, Pre-Sale Notice to customer) are completed then the Central team should initiate the sale proceedings if the customers are not coming back to take back the vehicles.
- Sale of vehicles should be initiated within 7 days

SECTION-10: LISTING OF VEHICLES ON Auction Platform

1. SHOULD ALL VEHICLES BE LISTED ON AUCTION PORTAL?

- All repo marked vehicles will be listed on for bidding with images & vehicle details once received from Valuators

In exceptional cases the vehicle can be sold through other than online channels also to local buyers.

2. HOW TO LIST VEHICLES ON AUCTION PLATFORM?

- Once valuation is completed, all "Seized" vehicles will be sent to Auction house for conducting Online Auction

3. WHAT COULD BE THE REASONS FOR A VEHICLE TO BE NOT LISTED ON AUCTION PLATFORM?

- If the vehicle is released back to the Borrower or if there is any Legal impediment

4. HOW TO HANDLE VEHICLES NOT LISTED ON AUCTION PLATFORM?

- If a vehicle is not listed due to technical error or parameter failure (only on confirmation from ICF Collections team), or any other valid reason, a minimum of 3 manual quotations must be obtained and the receipt must be raised under

2. WHAT IF AUCTION PLATFORM IS NOT ABLE TO PROVIDE PROPER LISTED BIDDERS / QUOTES?

As a process ICFL Collection team must ensure all the vehicles are listed in AUCTION PLATFORM online or off-line auctions. In case there is no bid or low value bid received from AUCTION PLATFORM which are not reasonable...

- Branch Team can try out with existing Brokers/Customers/Buyer etc
- ICFL Collections team need to coordinate with Sales/Collections Team and get better quotes from the market
- ICFL Collections team must ensure minimum 3 bids are required (including Auction Platform)

SECTION-12: AWARDING OF LISTED VEHICLES ON AUCTION PLATFORM OR LOCAL BID

1. WHAT IS THE PROCESS TO BE FOLLOWED BY HO CENTRAL TEAM?

- HO Central Team (Collections team) can view the bids received for any listed vehicle of their branch/area/region/zone along with bidder details
- Bidders will be displayed in descending order basis the latest bids they have submitted
- A minimum of 3 unique bidders is required before awarding a vehicle if the vehicle was put in auction (except for AS IS WHERE IS sale to identified buyer); in case if vehicle is put in online auction, then minimum 3 local bid is required
- At any point of time, basis the highest bid from Online platform and internal sources, loss incurred, vehicle condition and demand, the Collections team can award a vehicle to the highest bidder taking necessary loss note approval basis DOA
- In case of awarding vehicle to any buyer other than the highest bidder, reason needs to be selected for every buyer who has backed out and the same needs to be confirmed by the auction house and in case of local bidder EMD needs to be forfeited

2. HOW IS THE BUYER COMMUNICATED?

- Once a vehicle is approved to be sold to the buyer, the vehicle must be awarded to the Auction House in case if bidder is sourced by Auction House and the Regional Collection team in case the bidder is sourced by the Branch/Region so that the buyer will be notified to make sale payment within the appropriate timeframe

3. HOW IS A BUYER BACK-OUT CONFIRMED?

- Basis Backed out bidder's mail sent by Branches EMD to be forfeited
- In case of Online Bidder backed out Auction house to intimate HO Central Team and that bidder needs to be blacklisted on 3 consecutives backed out and participation needs to be blocked for next 3 auction only exception will be if
 - Mismatch in Vehicle details like RC No, MMV, YOM, Chassis No, Yard
 - Accidental vehicle not intimated to the Online platform
 - Any dispute like Hypo not in favor of ICFL
 - Mismatch in Yard and /or Parking charges mentioned and ageing

SECTION-13: PAYMENT & RECEIPTING OF AWARDED VEHICLES

1. WHAT IS THE TIME FRAME FOR PAYMENT?

- All winning bidders would be given minimum 2 day to pay Sale amount if the vehicle is awarded

2. WHAT ARE THE MODES OF PAYMENT ACCEPTED?

- No Cash payment is allowed
- Preferred is Online transfer RTGS/NEFT
- Any other online mode of transaction
- No 3rd party Payment will be accepted (deviation to be approved by Head of Collection)

SECTION-14: SALE DOCUMENTS & RELEASE OF VEHICLE

1. WHAT IS THE PROCESS OF SALE CLOSURE AND RELEASE?

HO Central team to place the Note approval mandatory data point to be captured while placing the proposal

Overdue Interest ,Overdue POS and Future POS
Valuation Amount
Ageing of the vehicle
POS Loss %
Book Value Loss & Agreement Value Loss

Pre-Sale Notice Date

2. WHAT WILL BE CHECKED BY CENTRAL TEAM DURING HEALTH CHECK?

Based on the data shared by branches, central team to verify the following:

- Availability of all the details mentioned above
- Availability of mandatory documents mentioned below
- Any other point mentioned by HO Central Team for a certain time period
- Proceed for Agreement closure in system and process the NOC

Agreement will not be closed, and NOC will not be issued in case of mismatches identified.

Some of the mismatches are mentioned below:

- Repo not marked in system.
- Receipting amount is lesser than the approved amount
- Non availability of Mandatory documents
- Loss not approval not matching/not as per DOA

3. WHAT ARE THE MANDATORY SALE AND RELEASE DOCUMENTS

Sale/Release docs details	Repo Sale through Auction	AS IS WHERE IS sale	Stop & Release Same day Reactivation	Stop & Release Different day Reactivation	Settlement/Closure
Sale Acceptance letter	Mandatory	Mandatory	NA	NA	NA
Letter of indemnity	Mandatory	Mandatory	NA	NA	NA
Valuation report	Mandatory	Mandatory	NA	NA	NA
Manual Quotation	Mandatory if vehicle not sold to Online Bidder	Mandatory if vehicle not sold to Online Bidder	NA	NA	NA
Receipt scan image	NA	NA	Mandatory	Mandatory	Mandatory
Loss Note Approval mail/ Approval mail for reactivation or settlement	Mandatory	Mandatory	Mandatory	Mandatory	Mandatory
MOU or Customer Satisfaction letter	Not applicable	Not applicable	Mandatory (only if the vehicle is entered into the Yard)	Mandatory	NA

4. WHAT WILL BE CHECKED DURING THE REPO SALE CLOSURE AND RELEASE FLAG BY CENTRAL OPS TEAM

- That all fields in the scanned documents are duly filled & signed
- Necessary approvals
- Valuation report
- Receipt details
- Loss Note Approval as per DOA

5. WHAT ARE THE OTHER RESPONSIBILITIES OF CENTRAL OPS ON REPO SALE DOCUMENTS?

- That the documents are stored and are retrievable for audit or any other purpose at any time
- That appropriate MIS is available for analysis/audit at any point of time

SECTION-15: SALE REFUND

1. IS REFUND ALLOWED FOR A VEHICLE ALREADY SOLD?

- In normal circumstances no refund once vehicle is sold only exception will be
 - Mismatch in Vehicle details like RC No, MMV, YOM, Chassis No, Yard
 - Accidental vehicle not intimated to the Online platform
 - Any dispute like Hypo not in favor of ICFL
 - Mismatch in Yard and /or Parking charges mentioned and ageing
- There is no refund for AS IS WHERE IS Sale

2. WHAT IS THE PROCESS FOR REFUND?

- Region to raise request for Refund mentioning the reason for refund
- Approval needs to be obtained from
 - If LAN is closed from CEO
 - If LAN is Live from Head Collection

SECTION-16: EMPANELMENT OF A BUYER

Any person interested in bidding for the repo vehicles and subsequently buying it when awarded can be empaneled as a Buyer with ICFL, KYC to be obtained from Buyer for empanelment

SECTION-17: EMPANELMENT OF PARKING YARD AGENTS, REPO AGENTS AND VALUATION SERVICES

- A valid agreement needs to be executed with the partner agency before commencement of operation
- A valid KYC, RCU report, is to be attached along with each agreement
- All the appropriate Terms and Conditions along with the Scope of Work and Commercials must be defined in the agreement for all types of agents respectively
- Parking Yard/Repo Agents are not prohibited from placing bids for ICF repo vehicles
- The responsibility of empaneling yard agents and Repo Agents lies with Branch /Regional team and the responsibility of health check lies with Central Team
- Any new appointment & termination of agents can be executed only with appropriate approvals from NRM jointly recommended by RRM & RCH

1. PARKING YARD

- Vehicles may also be parked in un-empaneled yards due to the following reason:
- Vehicle in accidental condition
- Cost of transportation to yard is too high
- Vehicle to be released back to customer
- Any other reason approved by NCH

All empaneled parking yards must be visited by BCM/ACM or Authorized representative including outsourced agency for top 10 Yard at-least once in a Quarter for stock verification and enter their visit details in yard register. A report on yard visit and stock confirmation must be submitted to Central Team

2. BILLING PROCESS

- Before processing the Invoices, Central Team has to verify the followings
 - Proper services have been delivered or not
 - vehicle has been repo marked
 - The payment is to be made for the value mentioned in the seizure bill, only on verification with the seizure amount mentioned in mail approval (as per DOA) shared; in case of any incremental value from what was captured during repo marking, CPC team to again debit the differential increase to the customer's account basis Customer Debit SOP
 - All seizure agents must be strictly told to collect vehicle documents along with the vehicle- BM/ACM/RRM must review the agent for document collection

SECTION-18: TRAINING TO EMPANELLED REPO AGENTS

BM, ACM, RRM / Business Managers must constantly keep training all the empaneled Repo Agents over phone and in person on the below mentioned Repossession related Scope of Work mutually agreed upon during empanelment. RCH must also take review of the same during their visits & calls wherever possible.

Scope of Operation:

1. The VENDOR shall carry the task of repossession of vehicles, articles or such other products authorized by the Company to be repossessed. It is agreed between the parties that the Company shall not be responsible for the action / deeds of such agents / representatives if appointed by the VENDOR.
2. In every case where the VENDOR is entrusted with the task of repossession of any particular vehicle / article the same shall be by an authorization letter by the Company addressed to the VENDOR providing the necessary details of the vehicle and the hirer / lessee / borrower. The VENDOR shall not act on oral instructions received from any executive or representative of the Company.
3. The VENDOR shall handover a copy of such authorization letter to the hirer / lessee / borrower or their representative or the occupier of the vehicle and inform them that the vehicle / article is being repossessed for and on behalf of the Company owing to default committed by hirer / lessee / borrower in payment of installments under the agreement entered into by such hirer / lessee / borrower.
4. The VENDOR shall not be entitled to receive any payment in any manner whatsoever either by cash or through instruments from the hirer / lessee / borrower and in the event of any such offer being made, shall communicate the same to the Company immediately.
5. The VENDOR shall ensure to repossess vehicles only when they are in a stationary mode and shall not attempt acrobatic stunts by jumping into the vehicle when the same is in motion. The vehicle shall be taken only with the help of a duplicate key and **no damage shall be caused to any vehicle / article / product during its repossession or thereafter.**
6. The VENDOR shall be solely responsible for the appointment of such persons for carrying out the task entrusted to it and in this regard it is open for the VENDOR to stipulate its own terms and conditions to such persons appointed by the VENDOR. The VENDOR shall exercise utmost care, circumspection and caution in employing any such sub agents / representatives so as to ensure that such appointees do not have any criminal background, conviction by any Court of Law for any offense or their conduct and character is not of such a nature that has rendered them unworthy of any such appointment.
7. The VENDOR hereby declares that it has not been in the past accused of omissions or commissions of any offenses by any hirer / lessee / borrower or their representative or agents in performance of the task of repossession and that they have not

- knowingly or unknowingly committed any offence so as to disentitle themselves for appointment as a Repossession Vendor under this agreement.
8. It is mutually agreed and understood that the VENDOR shall be solely responsible for all consequences arising out of any repossession of vehicle, article or product from the hirers / lessees / borrowers and that the Company shall not be responsible under any circumstances for any consequences arising out of any act performed during the discharge of their duty by the VENDOR.
 9. The VENDOR shall ensure that the task of repossession of the vehicle, article or product shall be exercised in a **peaceful manner only without giving any opportunity to the hirer his representative agents or occupiers of the vehicle to make any allegation against the VENDOR or any of it's representatives or agents.**
 10. The VENDOR while performing the job of repossession **shall not use any abusive language or use any force in any manner** whatever against the hirer / lessee / borrower or any person whether connected or unconnected with the transaction.
 11. In the event of any police case being instituted against the Company or any of its executive's consequent to a vehicle / article being repossessed by the VENDOR, the VENDOR shall voluntarily go to the police station or other authority to sort out the matter on their own. They shall not involve the Company in any manner whatsoever.
 12. Where there is a resistance by the hirer / lessee / borrower his agent, representative or any occupier of the vehicle, the VENDOR shall ensure to **advise them to peacefully deliver the vehicle, article or other product without using any force causing any bodily injury, physical harm or attack on the person in occupation of the vehicle** including the hirer / lessee / borrower his agent, representatives etc.
 13. If the VENDOR is accused of commission of any offenses in discharge of it's duty by the hirer / lessee / borrower his agents, representatives or occupier of the vehicle, the consequences of such allegations will have to be entirely borne only by the VENDOR or its agents, sub agents or representatives and the Company shall not be held responsible for any consequences arising therefrom pursuant to the repossession of vehicle, article or other product.
 14. The VENDOR shall immediately on the repossession of vehicle take an inventory of the articles found in the vehicle, as far as possible, in the presence of the hirer / lessee / borrower or his agents, representatives or the occupier of the vehicle, and such **inventory shall be signed by 2 witnesses and also authenticated**, as far as possible, by the hirer / lessee / borrower or his agent or the occupier of the vehicle, article or other products.
 15. It shall be the responsibility of the VENDOR to ensure that the vehicle, article or other product that has been repossessed from the custody of the hirer / lessee / borrower or any other person is **delivered at such places which may be specified by the Company from time to time.** After the delivery of the vehicle, article or other product at such places, the Company shall issue a letter in favor of VENDOR stating that the repossession has been completed. Only such letter shall be proof of evidence of repossession made by VENDOR. If the VENDOR commits any irregularities or if the vehicle is involved in any offense, accident, etc. from the time of repossession until such time the letter is issued by the Company accepting the repossession, all consequences arising out of the repossession shall be borne exclusively by the VENDOR while the vehicle, article or other product is in its custody.
 16. If after the repossession of the vehicle, article or other product the hirer / lessee / borrower his agents or the occupier of the vehicle, **refuses to sign the inventory, the same may be reported to the Company at the earliest by the VENDOR.** The VENDOR immediately after the repossession of the vehicle, article or other product shall report the fact of the repossession to the jurisdictional police either by issue of a telegram or by letter and obtain acknowledgement (as far as possible) of the same and forward such copies to the Company.

List of Annexures of this Policy

- Annexure 1 - Sample template Surrender Letter
- Annexure 2 - Consignment Letter
- Annexure 3 - Pre-Repo Notice to PS
- Annexure 4 - Post-Repo Notice to PS
- Annexure 5 - Pre-Sale Letter
- Annexure 6 - AIWI Annex I
- Annexure 7 - AIWI Annex II
- Annexure 8 - AIWI Annex III
- Annexure 9 - Customer Satisfaction Letter on Release of vehicle
- Annexure 10 - Sale Acceptance

Stamp Paper INR 300

Annexure 1

Willful Surrender of Financed Vehicle by Borrower/Co-Applicant

I / We Mr. _____/ _____, aged _____ years, residing at _____do hereby solemnly affirm and state as under: solemnly affirm and state as under:

1. That I / We have acquired a vehicle being _____ bearing Engine No. _____ Chassis No. _____ of _____ make bearing Registration No. _____ (said Vehicle) under the Loan cum Hypothecation cum Guarantee Agreement bearing No. _____ dated _____ executed with you "INDOSTAR CAPITAL FINANCE LIMITED" (said Agreement).
2. That I am / We are unable to perform my / our obligations under the said Agreements and pay the loan instalments and other dues thereunder. In admission and acknowledgement of the defaults committed by me in repayment of my / our outstanding and future contractual dues and/or my / our failure, inability to regularize the said contract and/or default committed by me in due performance and observance of the terms and conditions stipulated in the said agreement despite several, repeated opportunities granted, requests, reminders, follow ups, demands and requisitions, I / We do hereby voluntarily, without any objection, duress, undue influence, use of force, coercion on my / our own free will, hand over to you peaceful vacant, actual, and physical possession of the said vehicle which was hypothecated to you as your sole, exclusive and paramount security enforceable on the occurrence of events of defaults as contemplated by the said agreement.
3. I / We hereby accord my / our consent to your dealing with/selling of the said vehicle in the manner you deem fit and proper at your sole, exclusive discretion to liquidate my / our outstanding under the said Agreement as aforesaid and further promise, assure, agree and undertake to sign and execute necessary documents required for transfer of ownership in connection therewith.
4. Since I / we consent to the sale of the said vehicle necessary steps may be taken to dispose of /sell the said vehicle without any further reference to me / us. The Sale proceeds received by you may be credited to the captioned contract. I / We further specifically agree and consent that the concerned RTO may cancel the certificate of registration issued in my name as the registered owner of the said vehicle with immediate effect without any further intimation to me and I hereby waive service. It is also agreed, consented and confirmed that you are free to transfer the certificate of registration of the said vehicle in your name or in the name of your nominee or the purchaser at your sole and exclusive discretion.
5. After disposal / sale of the said vehicle, if you do not recover the entire outstanding amount due and payable to you under the captioned loan agreement including cost and expenses incurred in connection with the disposal / sale of the said vehicle, I / We promise, assure, agree and undertake to still remain bound, liable and obliged to pay the balance shortfall amount / contractual dues immediately post adjustment of the sale proceeds with the

outstanding amount as agreed by and between us as per the terms and conditions stipulated in the said agreement.

6. I / We further promise, assure, agree and undertake that I / we will not raise any objection or initiate any legal proceedings or complaints either against you or against the proposed nominee or purchaser under any circumstances whatsoever at any stage and will keep you indemnified, saved harmless and defended against all claims, actions, damages, costs, consequences, charges that may be brought against you.
7. I / We further state that I / we have cleared all tax liabilities inclusive of RTO Tax on the surrendered vehicle and as on date no challans/charge sheets are pending for any offences involving the said vehicle. I / we will be responsible for any liability that may arise from the use of vehicle till the date of surrender and Indemnify ICF to the effect.

Date:

Deponent

Before me (Notary)

Annexure 5

Date –

To,
Name – _____ (Consignor)

Address – _____

Name – _____ (Consignee)

Address – _____

Subject – Request for take custody of the goods / items loaded on vehicle bearing
Registration No. _____

Dear Sir,

We Indostar Capital Finance Ltd. having registered office at One India bulls Center, 20th Floor, Tower 2A, Jupiter Mills Compound, Senapati Bapat Marg, Mumbai - 400013 interalia having our branch office at _____ address you as under:

As per terms of Loan Agreement Borrower/Customer was liable to repay the said loan vide Equated Monthly Installments (EMI's). However the said customer had failed neglected and avoided to make timely repayment of EMIs and thereby have committed default. As a result, we have repossessed the said vehicle and the same is parked in our authorized yard situated at _____.

We have repossessed the said vehicle on _____ at _____ about _____ (time) and have learnt that the said vehicle was loaded with the good / items which belongs to you.

Kindly note, we are not liable and responsible for any loss and/or damages of whatsoever nature, if cause to the good / items loaded in the said vehicle, which is presently parked in the aforesaid yard.

We hereby called upon you to take the custody / possession of the said goods / items which are loaded in the said vehicle immediately. Please call our officer Mr. _____ on Mobile No. _____ in advance, enable us to take necessary permission/ approval required for access to the said yard, where the vehicle is presently parked.

Yours Sincerely,
For Indostar Capital Finance Ltd.

[Authorised Signatory]

CC.

Customer Name _____

Address - _____

Annexure 3
INTIMATION TO THE POLICE STATION BEFORE PRE-REPOSSESSION OF VEHICLE FINANCED

Date:

To,
The Police Inspector / In-Charge

Reg. : Repossession of Vehicle

Loan Agreement No. _____

Borrower's Name: _____

Vehicle Registration No.: _____

Vehicle Make and Model No : _____

Chassis No: _____

Engine No: _____

Dear Sir / Madam

Despite our regular reminders, personal follow ups and correspondence borrower has failed and neglected to honor his/its financial commitment towards repayment of EMIs and other charges as per terms of Loan Agreement executed. Hence, he has committed breach of the terms of Loan Agreement Therefore we are in process to repossess the vehicle financed.

We have issued multiple reminders to the borrower calling upon him to pay his dues failing which we will be forced to exercise our right of securing / repossessing the above-mentioned vehicle as per terms of the Loan Agreement executed.

This communication is for your record and to prevent any confusion that may arise from any complaint from the said Borrower may lodge with you about the aforesaid vehicle being stolen. Kindly do not take cognizance of any such complaint lodged by the said Borrower in this regard.

Your sincerely,

For Indostar Capital Finance Ltd.

(Authorized Signatory)

Annexure 4
INTIMATION TO THE POLICE STATION BEFORE POST-REPOSSESSION OF VEHICLE FINANCED

Date:

To,
The Police Inspector / In-Charge

Reg. : Repossession of Vehicle

Loan Agreement No. _____

Borrower's Name: _____

Vehicle Registration No.: _____

Vehicle Make and Model No : _____

Chassis No: _____

Engine No: _____

Dear Sir,

Despite our regular reminders, personal follow ups and correspondence borrower has failed and neglected to honor his/its financial commitment towards repayment of EMIs and other charges as per terms of Loan Agreement executed. Hence, he has committed breach of the terms of Loan Agreement Therefore we have repossessed the said vehicle.

This communication is for your record and to prevent any confusion that may arise from any complaint that the Borrower may lodge with you about the aforesaid vehicle being stolen and any other penal offences

Kindly do not take cognizance of any such complaint lodged by the Borrower or any of his/its authorized representative in this regard.

Your sincerely,
For Indostar Capital Finance Ltd

(Authorised Signatory)

Annexure 5

TO,

«Mode of Communication»

Date: «Notice Date»

Ref:

«Name of Customer»

«Applicant Address»

«Applicant Phone No»

Ref:

«CoApplicant Name»

«CoApplicant Address»

SUBJECT: - PRE-INTIMATION / PRE SALE LEGAL NOTICE

Sir/Madam

Under the instructions from and on behalf of our client M/s Indostar Capital Finance Ltd. a non-banking company duly registered with Reserve Bank of India and incorporated under the provisions of the Companies Act 1956, having its Registered office at _____, India, having one of its branches at «BRANCH_NAME» we hereby issue to you the present Notice which reads as hereunder:

1. That our client is a registered Non-Banking Finance Company (NBFC) engaged in the business of granting loans and finance to its various customers. You, the Noticee(s) had approached our client for a Loan to purchase a _____ and had submitted document depicting your financial capacity to repay the same along with your KYC Documents as required under RBI Guidelines.
2. That relying upon your representations, our client had granted to you a Loan of Rs.«Loan_Amount»/- vide loan agreement bearing No. «ICF_Lead_No» which was executed amongst you, the Noticee(s) and our client and the said amount was utilized for the purchase of «Product» of specifications mentioned herein-after and which was also hypothecated to our client by you, the Noticee(s). Details of the asset are as hereunder:

«Product» MAKE, MODEL & PARTICULARS

«RegistrationNo» «ENGINE_NUMBER» «CHASSIS_NUMBER»

3. That the records maintained by our client reflect that in spite of being contractually and legally liable to repay the said loan in accordance with the loan schedule mentioned in the above stated loan agreement, you deliberately failed to do so thereby leading to a default. Citing your inability to repay the loan so availed by you, you, the Noticee(s) had handed over to our client the peaceful physical possession of the abovementioned asset and the same is now lying with our client since _____.
4. That it is needless to state, that our client is being unnecessarily burdened with the yard charges and other ancillary charges to keep the asset safe and at the same time, our client is also unable to earn interest from the loan so granted to you, thereby causing grave financial loss to our client.
5. That in view of the above, we, by means of the present Legal Notice, hereby call upon you, the Noticee(s) to pay to our client the entire contractual dues of Rs. _____/- calculated as on _____ and take back the physical possession of the abovementioned asset within 7 days of the present notice failing which our client shall be left with no other alternate but to sell the abovementioned asset in accordance with law and thereafter appropriate the sale proceeds against the outstanding dues of your loan account. You may also note that the any dues, which remain outstanding even after the said appropriation, shall thereafter be recovered by you by means of appropriate legal proceedings.
6. Please remain informed that such actions, if initiated against you, the Noticee(s), shall be completely at your risks, costs and consequences. Therefore, you may get in touch with nearest Branch on any working day to resolve and make payments, which are to be made strictly against receipt at your nearest branch

NOTE: A copy of this notice is retained in our office for future necessary action.

Kindly mention the Ref No. _____ in all future communications on the present subject.

Name
ADVOCATE
FOR _____

Date:

Annexure 6

To,

Name of Applicant: [●]

Address: [●]

Subject: Regarding Non Payment of Dues/ Acceleration Notice

Reference:

(i) Loan cum Hypothecation Agreement dated [●], as amended ("**Loan cum Hypothecation Agreement**") executed between IndoStar Capital Finance Limited ("**We**" or "**Us**" or "**ICFL**") and [●] ("**You**" or "**Borrower(s)**") in connection with loan availed by You for/ against Vehicle Bearing Registration Number [●] ("**Vehicle**").

Dear Sir / Madam,

We write with reference to the aforesaid Loan cum Hypothecation Agreement under which You have availed loan from Us for/ against the Vehicle, on terms and conditions more particularly mentioned therein.

You have failed and neglected to pay us the following instalments, as per the terms of the Loan cum Hypothecation Agreement and consequently an Event of Default has occurred under the Loan cum Hypothecation Agreement with effect from [●]:

Due Date	Instalment
[●]	[●]

Pursuant to Clause [●] of the Loan cum Hypothecation Agreement, we hereby accelerate the loan availed by you and call you upon to clear the entire outstanding under the Loan cum Hypothecation Agreement i.e. an amount of INR. [●] as on [●], within 7 (seven) days from the date of this letter or surrender the possession of Vehicle to IndoStar.

Upon your failure to complete the steps as identified above, we will be constrained to exercise our other rights under the Loan cum Hypothecation Agreement including but not limited to taking repossession of the Vehicle, initiating proceedings under applicable laws for recovery of outstanding dues etc.

Yours faithfully

For Indostar Capital Finance Limited

After Ten Days from Regarding Non-Payment of Dues/ Acceleration Notice

Date:

To,

Name of Applicant: [●]

Address: _____ [●]

Dear Sir / Madam,

Subject: Regarding Repossession of Vehicle

Reference: Loan cum Hypothecation Agreement No _____ [●], as amended ("**Loan cum Hypothecation Agreement**") executed between IndoStar Capital Finance Limited ("**We**" or "**Us**" or "**ICFL**") and [●] ("**You**" or "**Borrower(s)**") in connection with loan availed by You for/ against Vehicle Bearing Registration Number [●] _____

We write with reference to the aforesaid Loan cum Hypothecation Agreement under which You have availed loan from Us for/ against the Vehicle, on terms and conditions more particularly mentioned therein and the Acceleration Notice.

Despite our repeated requests, reminders and personal visits, you have failed and neglected to pay us our dues in terms of the Loan cum Hypothecation Agreement. A total sum of INR [●]/- including all charges is payable by You as on [●], the details of which as under: -

Overdue Installments including additional finance charges	INR. [●]
Principal outstanding	INR. [●]
Interest	INR. [●]
Legal expenses	INR. [●]
Total Due as on	[●]

Further, you have also failed to surrender the possession of the Vehicle to Us.

It has also come to our knowledge that the said Vehicle has been impounded by _____ (name of impounding authority) under section _____ of _____ Act on account of various violations committed by You.

You have intentionally abandoned the Vehicle after being impounded by the above said authority, and a substantial period of time has elapsed since the Vehicle has been impounded and consequently the same has resulted in deterioration of the Vehicle including its value.

In the given circumstances and pursuant to powers vested in Us under clause _____ of the Loan cum Hypothecation Agreement, We intend to enforce the security interest over the Vehicle by selling the same on an "as is where in basis", by way of public or private auction or private treaty, as determined by Us.

Please note that in order to effectuate sale of the Vehicle and transfer of ownership rights, (a) Without prejudice to your obligation set out in (b) hereinafter, We have a right to provide requisite no-objection certificates or other documents, as may be applicable; (b) you will be liable to execute such forms and instruments as may be required by Regional Transport Office ("**RTO**") for registering the ownership in favor of the highest bidder/ purchaser of the Vehicle for which you shall have no objection whatsoever.

Further, you shall continue to be liable for any deficit in recovery of outstanding dues on the said loan account post application of the sale proceeds from such sale to the credit of your delinquent loan account.

In case you would like to make payment of the outstanding dues, foreclose your loan account and seek no-objection certificate for removal of the hypothecation/ lien on the certificate of registration, kindly make payment of the outstanding dues to Us within 7 (seven) days from receipt of this notice failing which any/all actions contemplated herein shall be enforced without any further notice.

Yours faithfully

For Indostar Capital Finance Limited

Annexure 7

To
(Name and address of the Selected Bidder)

Date: [●]

Subject: Successful Bid Intimation in connection with vehicle bearing registration number _____

Sir,

We are pleased to inform you that we have accepted your bid for purchase of vehicle bearing registration number _____ Make _____ Model _____ and Year of manufacturing _____ on an 'As is Where is Basis' ("**Vehicle**

By submitting the bid/offer, you have acknowledged, confirmed and undertaken that:

- (a) The information furnished by IndoStar Capital Finance Limited ("**IndoStar**" or "**Us**") in connection with the Vehicle has not been independently verified by IndoStar, and IndoStar does not guarantee completeness or accuracy of any such information. Further, IndoStar is not under any obligation to notify or provide any further information to you if IndoStar becomes aware of any inaccuracy, incompleteness or change in such information.
- (b) You have independently inspected the Vehicle prior to placing your bid and have solely relied on your own due diligence of the Vehicle, including but not limited to title, encumbrances, fitness, merchantability and penalties/ e-challans/ offences (if any) registered against the Vehicle.
- (c) Repairs may be necessary in relation to the Vehicle, and that IndoStar is not responsible or liable for making or paying for such repairs.
- (d) Neither IndoStar, nor any of its employees, personnel, agents have made representation or warranty as to the accuracy or completeness of the information furnished in relation to the Vehicle or the suitability of such information for any purpose whatever or the condition of the Vehicle in any manner.
- (e) IndoStar shall not have any liability for any reason to you or any other person resulting from the sale or use of, the Vehicle.
- (f) You are aware that the vehicle has been impounded by the _____ authority under provisions of the _____ Act and the same is in actual possession of such authority/

court.

- (g) You are aware that upon payment of consideration to IndoStar, you will at your own cost, expense and liability, seek release of the Vehicle from the impounding authority / court in accordance with applicable laws, in your individual capacity as an independent buyer and IndoStar hereby disclaims any liability or facilitation obligation in relation thereto. You will not seek and You are not entitled in any manner whatsoever to seek refund of any amounts paid by you under the bidding process or otherwise, to/ in favor of IndoStar, in case the release of the impounded Vehicle is refused or delayed for any reason, by the impounding authority / court.
- (h) You will be required to make payment for an amount of INR [●] against the bid on or before [●] and upon the said payments being made, in form and manner satisfactory IndoStar, you will be deemed to have accepted the ownership and all related rights of the Vehicle on an “as-is”, “where-is” condition, “with all faults”.

On receipt of payment by Us, the responsibility of IndoStar will be limited to issue of no-objection certificate for removal of the hypothecation/ lien on the Vehicle. If any forms are required to be executed by the original owner/ borrower, for the purpose of registering the ownership of the Vehicle in your favor, the obligation to procure the same from the original owner/ borrower shall exclusively be assumed by you.

You will be solely responsible for seeking possession of the Vehicle from the impounding authority/ court and cause transfer/ endorsement of the Vehicle in your name forthwith, and make payment of all requisite cost/ charges and expenses in connection therewith including but not limited to fees for RTO, traffic violation, claims and fines.

You are requested to execute the undertaking cum indemnity in the format enclosed with this letter and handover the original undertaking cum indemnity at our branch situated at [●].

Thanking you,
Yours faithfully

IndoStar Capital Finance Limited

I acknowledge and confirm the terms set out in this letter.

Purchaser

Name

Annexure 8
UNDERTAKING CUM INDEMNITY

(On a stamp paper of Rs. _____ as per the stamp duty applicable to the respective state where this indemnity is executed).

Sub: Vehicle bearing registration number _____ Make _____ Model _____ and Year of manufacturing _____ ("**Vehicle**")

I _____ do hereby state, declare, confirm, acknowledge and undertake that;

1. Pursuant to my bid / application dated _____ and IndoStar Capital Finance Limited's ("**IndoStar**") letter dated _____, with effect from [●], I have acquired the ownership rights in relation to the Vehicle on an "as is where is" / "as it is where it is" basis against payment of consideration of Rs. _____.
2. I have been duly informed and I am aware that IndoStar had given a _____ (loan facility name) for a principal sum of Rs. _____ to Mr. _____ ("**Borrower(s)**") for purchase of/ against the security of the Vehicle, subject to the terms set out in the loan cum hypothecation agreement dated _____, as amended ("**Loan Cum Hypothecation Agreement**") and subject to timely repayment of agreed installments as setout therein. The said vehicle is duly secured in favor of IndoStar under the Loan cum Hypothecation Agreement.
3. The Vehicle has been and continues to be impounded by _____ authority under the provisions of the _____ Act.
4. On account of default on the part of Borrower(s), and pursuant to the terms of the Loan cum Hypothecation Agreement and applicable law, IndoStar has sold/ transferred/ conveyed the Vehicle to me, on an "as is where is basis" and "as it is where it is" basis with effect from [●].
5. I have unconditionally and irrevocably acquired the ownership rights of the said Vehicle from IndoStar with effect from [●] and IndoStar has issued a letter of sale dated _____ in

relation to the said Vehicle in my name and with effect from [●], I will be the sole and absolute owner and entitled to the said Vehicle vis a vis all the liabilities, responsibilities.

6. I am aware that I will be required to approach _____ authority / court for seeking release of the Vehicle, which authority has actual possession of the Vehicle, and seek transfer of ownership of the Vehicle in my name, before the Regional Transport Office and other concerned authorities, subject to following the due process of law.
7. Neither IndoStar nor any its officers/ directors/ agents shall have any responsibility/ obligation in relation to the Vehicle nor will they be liable for any costs/ expenses for release of the Vehicle, repairs and refurbishment and transfer of ownership in my name including but not limited to any fee, cost, fines, tax (pending or otherwise).
8. The Company has no obligation to refund the sale consideration in relation to the Vehicle on account of any reason/ circumstances.
9. I acknowledge that the release of the impounded Vehicle may be refused or may get delayed.
10. I hereby agree to indemnify and keep indemnified, defend and hold harmless IndoStar and its officers, directors, shareholders, employees and agents, successors in office, assignees as the case may be (“**Indemnified Parties**”), for all losses, costs, expenses, liabilities, obligations, claims, demands, causes of action, suits, settlements and judgments of every nature, including the costs and expenses associated therewith and attorneys' and consultants' fees asserted against/ incurred by the Indemnified Parties, on account of (b) sale/ transfer of the Vehicle by IndoStar to Us (b) breach/ inaccuracy of representation/ covenant made by me in favor of IndoStar; (c) any act or omission in connection with the Vehicle with effect from [●].

This undertaking cum indemnity shall be binding to my legal heirs, successors, assignees, administrators, executors etc.

What is stated herein above is true.

Dated this ___ day of [●] 2023

Deponent

Annexure 9

Affidavit at the time of delivery of the repossessed vehicle
UNDERTAKING TO BE GIVEN BY THE CUSTOMER AT THE TIME OF TAKING POSSESSION OF THE
REPOSSESSED VEHICLE:

To,
The Branch Manager,
Indostar Capital Finance Limited

Dear Sir,

Sub: 1. Agreement No..... dated.....
2.Vehicle Make & Model
3.Engine No.....
4.Chassis No.....

I,.....s/o..... residing at/carrying on business at.....do hereby solemnly and sincerely affirm and state as follows:

I have availed financial facility from Indostar Capital Finance Limited(hereinafter referred as "the Company") vide Loan Agreement No.....datedThe vehicle bearing reg.no.....is duly hypothecated with the Company.

I state that I have committed default in payment of the loan dues, thereby violating the contractual terms thereof. I am aware and agree that the Company, in accordance with the rights vested under the said Agreement took peaceful possession of the said vehicle from my custody and informed me of the same. I am/we are aware that as a result of my/our aforesaid default, I/we have thus become liable to pay the entire contract amount i.e amount overdue as well as the future receivables together with other contractual charges payable by me/us under the above Agreement amounting to Rs.....and that the Company is empowered to dispose of the said vehicle for recovery of the said dues in the event of my failure to pay the said amount.

However, upon my request the Company has released and handed over the said vehicle to me/my authorized representative, in the same condition as it was at the time of taking possession by the Company. I/We further undertake to pay in time all amount which would hereafter become payable by me/us under the above Agreement and duly perform all obligations stipulated therein and in this writing as well.

I state that the aforementioned facts are true to the best of my knowledge, belief and information and I submit that nothing material is concealed by me.

Thanking You

Signature
Name of the Customer



Indostar Capital Finance Limited

To

.....
.....
.....

Dear Sir,

Date:

Sub: Sale Acceptance Letter

Vehicle Make..... Model Bearing Regn No

.....

We are in receipt of your Quote dated wherein you have given an offer of Rs...../-

(Rupees

.....
.....)

For the above referred vehicle. Accordingly, we wish to inform you the following:

1. The price approved for sale is Rs.
.....
2. We request you to pay the amount of Rs..... on or before failing which the vehicle will be sold to any one of our choices.
3. The sale of the vehicle is on "As is where is" Condition basis and Indostar does not give any warranty or guarantee as to the condition of the vehicle or its usability. You are advised to satisfy thoroughly before taking delivery of the vehicle
4. Any statutory compliance, claims, damages and other legal issues after / during the transfer of ownership is at your risk and cost and the company will not be responsible for what so ever reason
5. All statutory taxes including motor vehicle Tax, state Permit, National Permit and Insurance are to be borne by you and as such it does not form part of the sale value. Further, the fitness certificate for the above vehicle, if applicable, has to be arranged by you and it doesn't form of the sale price.
6. You are advised to effect transfer of Registration of the vehicle immediately on taking delivery of the vehicle or within the statutory period by law or by the RTO whichever

is earlier, Failure to comply with the above shall be at your risk as to consequence arising there from.

7. We reserve our right to modify any/ all above terms at our discretion without any intimation/ notice and also reserve our reason and you shall not be entitled to claim any damages of whatsoever nature due to such cancellation.

Kindly Sign and Return a Copy of this Letter as token of acceptance of the above terms & conditions.

Thanking You

Yours Faithfully

For Indostar Capital Finance Limited

.....

:.....

Authorised Signatory

.....

Accepted:

Name

Contact No:

Code of Conduct – Repossession Agency

Introduction

The Code of Conduct for all agencies helping in securing possession of secured assets of ICF (hereinafter referred to as the “Code”) is built to ensure uniformness in the operations of all agencies/service providers. ICF after following the process of law needs to take possession of secured vehicles and then they have to transported to be kept in safe custody only on places authorised by ICF.

The service provider/ its Employees must ensure that they strictly follow the Code. It is imperative that all persons involved in this process follow this Code. All Collection Staff and possession agency owners/employee must agree to abide by this Code of Conduct.

This Code applies to all employees of ICF and / or other affiliates and employees / agents and service provider/possession agency of companies that may be retained to execute the directions of ICF.

1. General Guidelines

All Possession Agency/Service Providers appointed / authorized by ICF, would follow the guidelines set out below:

- **Identification: -**

The agency must identify himself / herself as a representative of the ICF. Collection staff / Agent should always inform to the customer or his appointed representative or blood relatives at the beginning of every interaction.

- **Respect and Dignity: -**

Customers deserve to be treated with dignity. Possession agency owners/employee should always remain professional during meeting. The collection staff / agency is strictly prohibited making telephone calls without meaningful disclosure of the caller’s identity. No written or verbal threats, abuse or rudeness is permitted. Collection staff / Agent should use only acceptable business language, even if the other party does not.

- **Meeting Place: -**

The customer should be contacted at the place where the vehicle usually plies. Only if the customer is unavailable at any of such places, then he/she should be contacted at such places and at such times as the customer is actually present / available or can be traced to.

- **Language: -**

- Possession agency owners/employee should, as far as possible, use the language which the customer is comfortable with.
- Possession agency owners/employee should ensure that that all written and verbal communication with its borrowers will be in simple business language.

- **Privacy: -**

Customers are entitled to privacy and the possession agency owners/employee would respect this right.

Inappropriate occasions such as bereavement in the family or such other calamitous occasions will be avoided for securing the asset.

- **Record Maintenance: -**

Possession agency owners/employee will document the efforts made for securing the possession of the vehicle and update them to reporting authorities.

- **Possession Activity: -**

Giving notice to borrowers for Repossession of Security: - Possession agency owners/employee will issue no written communications, telephonic reminders to any customer.

The possession agency owners/employee will deliver written notices or proceed with the repossession of security only after being duly authorised by the ICF Officers at appropriate levels. Repossession of Security will be strictly done in accordance with the laid down process and as per the ICF's Policy on Collection of Dues and Security Repossession.

On possession the agency owner/employee will make a inventory which will incorporate all details of the vehicle including time and place of possession. The inventory format provided by ICF will be filled completely with precision and diligence.

Intimations

The possession agency owners/employee will ensure to intimate the authorities before and after the possession.

2. No misleading statements/misrepresentation are permitted.

Possession agency owners/employee **should not** –

- Mislead the customer.

Mislead the customer about their true business or organization name, or falsely represent or imply that the possession agency owners/employee is a state employee.

- Cash Collections .

The possession agency owners/employee will not accept any cash from the borrowers/customer of ICF.

3. Gifts or bribes

Possession agency owners/employee **should not accept gifts from customers or bribes of any kind. Any** possession agency owners/employee if **offered a bribe or payment of any kind by a customer must report the offer to his/her management.**

4. Precautions to be taken on visits

Possession agency owners/employee:

- Respect personal space – maintain adequate distance
- Not to use criminal force:

All owners/employees cannot use any criminal force to secure the possession of the asset.

- Women Family members /customers: -

If there are female occupants in the vehicle the possession agency owners/employee will ensure they do not mis behave and, in the process, will ensure such occupant are safely assisted to a place where they are safe and feel comfortable.

Dignity of women is to be given highest priority. Possession agency owners/employee should adhere to all courtesies when in conversation with them.

- Not to restrict the customer's movement or restrain him/her from moving out from the place of occurrence.
- Respect the customer's privacy – do not embarrass the customer in the presence of his/her neighbours;

- If the customer is not present and only minors/elderly/infirm are present at the time of the visit, the possession agency owners/employee should end the visit with a request that the customer call back.

5. Possession Activity

The possession agency owners/employee must ensure they possess the vehicle without using criminal force.

Legal Compliance

The possession agency owners/employee will follow the legal process which will include pre and post possession formalities.

Recording of the act

The possession agency owners/employee should try to record the complete activity so as to ensure no false claims are levied

Making Inventory

The possession agency owners/employee should make the exact inventory of the asset with precise information as required in the document

Valuables/ Belongings:

If the vehicle has valuables or other belongings of the customer or other passenger the possession agency owners/employee will hand over the same to them after obtaining proper receipt from them.

Transportation

The possession agency owners/employee will ensure the vehicle is safely transported to the authorised yard of ICF.

Immediate Knowledge and transportation

The possession agency owners/employee will ensure that ICF is immediately informed about the possession of the asset and the same is immediately transferred/transported to the authorised yard of ICF.

Expenses

If the possession agency owners/employee see an additional expense necessary for the safe keeping of the asset. The same will be immediately informed and necessary approval taken from ICF. Any non-disclosed expense cannot be claimed at a later stage.

No Restraint

The possession agency owners/employee can not in any situation withhold any information or the asset of ICF. Such event will be termed as criminal act done by the possession agency owners/employee and will lead to similar proceedings not limited to immediate termination of work and withholding of any payable amounts of the possession agency owners/employee.

Documentation

The possession agency owners/employee will provide complete documentation including all prescribed forms and other documents collected at the time of possession to the yard after due receipt from them and submit them with ICF

Non Adherence

Non adherence/ Compliance to the code will lead to immediate suspension/termination of the possession agency owners/employee and all payable amount will be withheld.

Understood and accepted

Owner

Declaration-cum-Undertaking

(to be obtained from Collection Staff / Collecting Agents attached to the Collecting Agencies)

To,

Dear Sirs,

Re: ICF's Code of Conduct for possession agency owners/employee

I, Mr./Ms. _____ working

with _____ as
_____. My job profile includes repossession of security
from the borrowers of ICF. In discharge of my duties, I am obligated to follow the ICF's
Code of Conduct for Collection Staff/Agents.

I confirm that I have read and understood the ICF's Code of Conduct for possession
agencies and I agree to abide by the same. In case of any violation / non-adherence, you
may initiate such action against me as you may deem appropriate.

(Signature & Stamp)

Full Name : _____

Address : _____

Date: _____, 202__

