kotak

Kotak Mahindra Prime

Date: 25/02/2023

To,
The Manager
Fortune motorcars Pvt Ltd
Hyderabad

Dear Sir,

Sub: Sanction Letter

We refer to our customer Mr./Ms./Mrs/Ms/ Modi Housing Pvt Ltd. who is taking Innova Hycross from your dealer ship. Please note that the case is approved.

Applicant: Modi Housing Pvt Ltd Ex-Showroom Price: 2906500

Address: Hyderabad

Model: Innova Hycross

Loan amount: 30,00,000/-

Disbursement: 2994500/-

PENDINGS: MMR, Insurance, Enach, Cheques, RCU to be positive
Itr to be positive

Kindly ensure that the vehicle is duly hypothecated to **Kotak Mahindra Prime Ltd**. On the Invoice, Insurance and T/R.

ROI - 8.50%

P.F - 4000
S.D - 1500
5500

EMI Date - 05/03/2023
EMI Amount :- 61,550/-
Tenure - 60M

Thanking you,

For **Kotak Mahindra Prime Ltd.**

Authorized Signatory.

Please Note:

- The balance amount if any will be paid directly by the customer.
- Invoice, insurance & RC book may please be forward to us.
- Vehicle to be delivered only with Comprehensive Insurance
- Registration as Commercial Vehicle requires a separate written approval
- This is only a SANCTION LETTER, the release order along with payment will be given after getting all pre-disbursement documents and all verification being positive. Invoicing/temp registration/delivery of the vehicle is sole discretion of the dealer and KMP is not liable for any such thing.
- This Sanction Letter stands cancelled if any verification is Negative. (Deviation will be given only for FI Negative cases subject to credit conditions)
- We are not responsible for any payment delay and we will not pay any interest for such delays since this only a Sanction Letter

Kotak Mahindra Prime Limited
6-3-1109/1, Navabharath Chambers,
2nd Floor, RajBhavan Road,
Somajiguda, Hyderabad-82
Phone: 040-66299000
Fax: 040-66299051

Registered Office
36-38A, Nariman Bhavan,
227, Nariman Point,
Mumbai 400021, India

FORTUNE TOYOTA

QUOTATION - CUM - PROFORMA INVOICE

Name	M/s. MODI HOUSING PVT LTD		
		Date :	March 10, 2023
Model	2023 TOYOTA INNOVA HYCROSS HYBRID ZX(O) PLATINUM WHITE PEARL		
	PARTICULARS	QTY	AMOUNT
1	Ex Showroom Price		2,981,500.00
2	Life Tax @20%	1	620,054.00
3	1% TCS	1	29,815.00
4	Insurance	1	144,305.00
5	Fastag	1	600.00
6	Extended Warranty(5Yrs/1lakh Kms)	1	42,924.00
7	Total On Road Price		3,819,198.00
8	Booking amount	1	-50,000.00
9	Loan amount	1	-2,994,500.00
10	Balance		774,698.00

TERMS & CONDITIONS:

1. Kindly collect an original receipt after paying the advance or full amount without fail.

2. Insurance include NIL.DEP, ENGINE PROTECT, KEY PRETECT, CONSUMABLES, TYRE&ALLOY and RETURN TO INVOICE).

3. Accessories include MUDFLAPS and 3D FLOOR MATS

4. Price subject to change without notice and that prevailing at the time of physical Delivery will only be applicable***

5 All Payment to be made before delivery by DD/Cheque/Pay Order in favour of
M/S. FORTUNE MOTORCARS PRIVATE LIMITED(GST NO 36AAECF9252E1ZM)Panno(AECF9252E1)

6. Booking amount shall not carry any interest

7: Warranty as per manufacturer

8.RTGS / NEFT Detalls:

Name of the Company : Fortune Motorcars Private Limited

Bank / Branch : HDFC Bank Ltd., Usha Kiran Complex Ground Floor, SD Road, Secunderabad-03

Ac No : 59210011022022

IFSC CODE : HDFC0000042

FORTUNE TOYOTA

Address: 9-4-76/A,Nizam Colony,Tolichowki Hyderabad-500080

PH.NO. : 9848853000; E-Mail : sales.manager@fortunetoyota.com

kotak

Kotak Mahindra Prime

Kotak Mahindra Prime Ltd

Car Finance - HYDERABAD

6-3-1107 1108 , 301, 3rd Floor Brr Complex, Rajbhavan Road, Somajiguda Hyderabad - 500082 Telangana - India

Welcome Letter

Date 11-Apr-2023

To,

Modi Housing Private Limited

Modi Hosuing Private Limited 2nd Floor
541 873
And 4 Soham Manision Mg Road
Secunderabad
Secunderabad - 500003
Telangana - India,

Mob. No. :9502288200

Dear Modi Housing Private Limited,

With great pleasure, we welcome you to the Kotak Mahindra family and thank you for availing finance for your New Car finance requirement.

Your Loan details are as follows :

Agreement No.	**CF - 21528788**
Party ID	52822184
Agreement Date	21-Mar-2023
Loan Type	Irr/Reset
Loan Amount	30,00,000.00
First EMI Due On	01-Apr-2023
First EMI Amount	61,770.00

(Please refer to the copy of the Loan Agreement for the terms and conditions of the Loan)

The repayment schedule relating to your loan agreement is enclosed for your future reference.

We trust you had a pleasurable experience transacting with us and solicit your feedback which will help us to serve you better.

We value your relationship with us and assure you of our best services always.

Important Information:

The Credit Bureau, is an initiative of the Government of India and the Reserve Bank of India (RBI) to improve the functionality and stability of the Indian financial system. This is in line with their efforts to provide an effective mechanism for exchange of information between banks and financial institutions, thereby enabling customers to avail of better credit terms from various institutions.

All banks and financial institutions participating in this initiative are required to share customer data with CIBIL. In view of the above, we wish to inform you that we shall now be reporting the data pertaining to your account with us to CIBIL.

This data will be updated on a regular basis for all our customers.

Encl. as above

Customers loan account information is sent to CIBIL month on month for update into CIBIL's database by the bank. It takes generally 45-60 days to update the record in CIBIL's database.

Important Points to Remember

Dear Customer,

At Kotak Mahindra Prime Ltd. protecting customer interest is of paramount importance. With a view to create better awareness, we have listed below certain critical precautions for your ready reference. These precautions are bifurcated based on the different stages as mentioned below.

A. Documentation stage **B. Repaymnt stage** **C. Closure stage**

A) Documentation Related

Please ensure to provide us your Bank mandate details, where loan disbursement is required in your favor. Ensure that the Copy of loan Agreement & Repayment schedule is received by you within 30 days from the date of loan disbursement. In case of any Discrepancies in the terms of the Agreement/repayment schedule, please immediately write back to Kotak Mahindra Prime Limited. In case you have opted for Credit Life Insurance/ motor insurance, ensure that the Certificate of Insurance is received by you within 60 days from the date of loan disbursement, falling which, please contact Kotak Mahindra Prime Limited.

B) Repayment Related

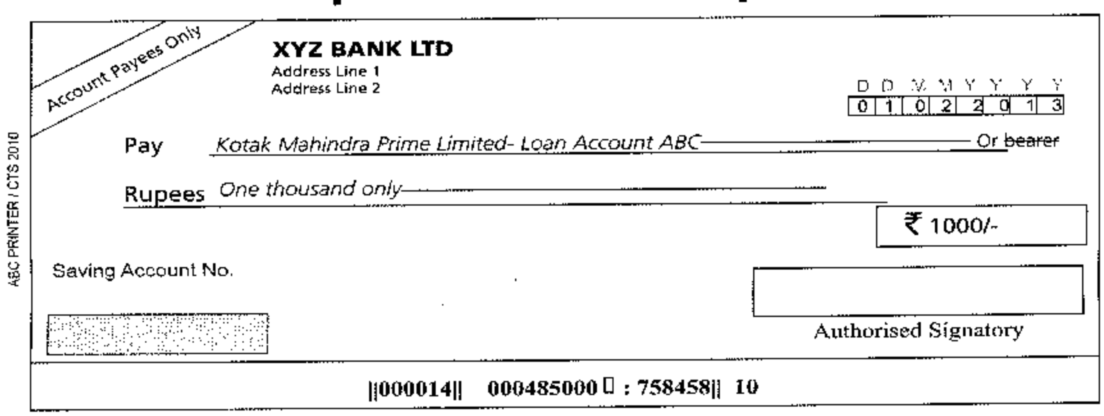
1. Post dated cheques / ECS Debit mandate / Auto debit

- Verify repayment schedule attached to your loan agreement copy, subsequently sent to you by the bank.
- Ensure that every month your installment payment is being debited to your account in favor of Kotak Mahindra Prime Limited.*
- All payments must be in the favor of Kotak Mahindra Prime Limited (do not give blank PDCs)

2. Spot payments by issuing cheque / Pay Order / Demand draft

- Please issue CTS complied cheque with complete details filled in as shown below

Specimen of the Cheque



- You must ask for receipts which shall contain Kotak hologram and ensure to sign the same while paying by cheque.
- Check your bank account statement to ensure that the amount has been appropriately debited

3. Spot payments made by Cash

- You must ask for receipt which shall contain the hologram and ensure to sign the same while paying through cash.
- Please ask for the Identity of the Collection Agent / Authorized Employee before paying Cash.
- Pay money only to the Employees / Authorized Collection Agent of the company against the appropriate receipt only.
- No Cash / Cheque shall be paid to the Direct Marketing Agent\Associate.
- Under no circumstances, Receipt on KMP's Letter head should be accepted.
- Please check all the details in the receipts are duly filled.
- In case of any correction in the cash payment receipts, please authenticate the same by signing the changes in the receipt book OR ask for a new receipt to be issued.

Please note that for all the cash remittance, KMPL shall send SMS alerts to the customer's registered mobile number with in 10 working days. In the event of you not getting the SMS in the defined period, please inform to KMPL toll free number: (022) 67736000 (for Maharashtra & Goa) 1800 209 5732 (rest of the India). Any change in mobile number request to be registered with us

C) Closure stage

In case you wish to pre close the loan account, please ensure to avail written communication (Foreclosure proposal) from KMP and submit a written request to KMP for foreclosing the account.In the event you repay the loan during the tenure / expiry of tenure please ensure to avail No Objection Certificate duly signed by "Company official only" which should be on Company letter head and hologram is affixed thereon.

TDS related: Since KMPL is a Non-Banking Financial Institution, interest / lease rentals paid to KMPL is liable to TDS as per the provisions of Sec 194A of the Income Tax Act, 1961. Customers who are liable to deduct TDS are requested to submit the original TDS certificate with KMPL office. Please ensure that TDS certificates reach our office on a quarterly basis

Creation of charge: In case the customer is a corporate, then the customer shall create a charge with the respective Registrar of Companies within the time limit as prescribed by the Companies Act, 1956

KOTAK MAHINDRA PRIME LTD

CAR FINANCE-HYDERABAD

6-3-1107 1108 , 301, 3rd Floor Brr Complex, Rajbhavan Road, Somajiguda Hyderabad - 500082 Telangana - India

Repayment Schedule

Modi Housing Private Limited
Modi Hosuing Private Limited 2nd Floor 541
873
And 4 Soham Manision Mg Road
Secunderabad
Secunderabad - 500003
Telangana - India
Mob. No. :9502288200

Date : 11-Apr-2023

Agreement Details

Agreement No.	Agreement Type	Agreement Date	Tenure (Months)	Maturity Date	Amount Financed	Asset Discount
CF-21528788	Car Finance	21-Mar-2023	60	01-Mar-2028	30,00,000.00	0.00

Asset description

Automobiles - Sports Utility Vehicles - Toyota Kirloskar - HYCROSS PETROL HYBRID 2.0L ZX 7PW

Lien Details

External Ref. No.	Effective Date	Ineffective Date

Other Details

Particulars	No.	Amount
Documentation Charges Receivable	1	1,800.00
Installment	60	37,06,200.00
Processing Fees Receivable	1	1,100.00
Credit Admin Charge Receivable	1	1,500.00
Service Fees Receivable	1	1,100.00

Repayment Schedule Table (Amount in Rs.)

Due DATE	TrType	Cash Flow	Principal	Interest	Service Tax	SALES Tax/ GST with Cess	Total Amount
21-Mar-2023	Disbursement	-3000000	-3,000,000.00	0.00	0.00	0.00	-30,00,000.00
01-Apr-2023	Installment	61770	53,934.00	7,836.00	0.00	0.00	61,770.00
01-May-2023	Installment	61770	40,031.00	21,739.00	0.00	0.00	61,770.00
01-Jun-2023	Installment	61770	40,327.00	21,443.00	0.00	0.00	61,770.00
01-Jul-2023	Installment	61770	40,624.00	21,146.00	0.00	0.00	61,770.00
01-Aug-2023	Installment	61770	40,924.00	20,846.00	0.00	0.00	61,770.00
01-Sep-2023	Installment	61770	41,226.00	20,544.00	0.00	0.00	61,770.00
01-Oct-2023	Installment	61770	41,530.00	20,240.00	0.00	0.00	61,770.00
Nov-2023	Installment	61770	41,837.00	19,933.00	0.00	0.00	61,770.00
01-Dec-2023	Installment	61770	42,145.00	19,625.00	0.00	0.00	61,770.00
01-Jan-2024	Installment	61770	42,456.00	19,314.00	0.00	0.00	61,770.00
01-Feb-2024	Installment	61770	42,770.00	19,000.00	0.00	0.00	61,770.00
01-Mar-2024	Installment	61770	43,085.00	18,685.00	0.00	0.00	61,770.00
01-Apr-2024	Installment	61770	43,403.00	18,367.00	0.00	0.00	61,770.00
01-May-2024	Installment	61770	43,723.00	18,047.00	0.00	0.00	61,770.00
01-Jun-2024	Installment	61770	44,046.00	17,724.00	0.00	0.00	61,770.00
01-Jul-2024	Installment	61770	44,371.00	17,399.00	0.00	0.00	61,770.00
01-Aug-2024	Installment	61770	44,698.00	17,072.00	0.00	0.00	61,770.00
01-Sep-2024	Installment	61770	45,028.00	16,742.00	0.00	0.00	61,770.00
01-Oct-2024	Installment	61770	45,361.00	16,409.00	0.00	0.00	61,770.00
01-Nov-2024	Installment	61770	45,695.00	16,075.00	0.00	0.00	61,770.00
01-Dec-2024	Installment	61770	46,032.00	15,738.00	0.00	0.00	61,770.00
01-Jan-2025	Installment	61770	46,372.00	15,398.00	0.00	0.00	61,770.00
01-Feb-2025	Installment	61770	46,714.00	15,056.00	0.00	0.00	61,770.00
01-Mar-2025	Installment	61770	47,059.00	14,711.00	0.00	0.00	61,770.00
01-Apr-2025	Installment	61770	47,406.00	14,364.00	0.00	0.00	61,770.00
01-May-2025	Installment	61770	47,756.00	14,014.00	0.00	0.00	61,770.00
01-Jun-2025	Installment	61770	48,108.00	13,662.00	0.00	0.00	61,770.00
01-Jul-2025	Installment	61770	48,463.00	13,307.00	0.00	0.00	61,770.00
01-Aug-2025	Installment	61770	48,821.00	12,949.00	0.00	0.00	61,770.00
01-Sep-2025	Installment	61770	49,181.00	12,589.00	0.00	0.00	61,770.00

Due DATE	TrType	Cash Flow	Principal	Interest	Service Tax	SALES Tax/ GST with Cess	Total Amount
01-Oct-2025	Installment	61770	49,544.00	12,226.00	0.00	0.00	61,770.00
01-Nov-2025	Installment	61770	49,910.00	11,860.00	0.00	0.00	61,770.00
01-Dec-2025	Installment	61770	50,278.00	11,492.00	0.00	0.00	61,770 00
01-Jan-2026	Installment	61770	50,649.00	11,121.00	0.00	0.00	61,770.00
01-Feb-2026	Installment	61770	51,023.00	10,747.00	0.00	0.00	61,770.00
01-Mar-2026	Installment	61770	51,399.00	10,371.00	0.00	0.00	61,770.00
01-Apr-2026	Installment	61770	51,778.00	9,992.00	0.00	0.00	61,770.00
01-May-2026	Installment	61770	52,161.00	9,609.00	0.00	0.00	61,770.00
01-Jun-2026	Installment	61770	52,545.00	9,225.00	0.00	0.00	61,770.00
01-Jul-2026	Installment	61770	52,933.00	8,837.00	0.00	0.00	61,770.00
01-Aug-2026	Installment	61770	53,324.00	8,446.00	0.00	0.00	61,770.00
01-Sep-2026	Installment	61770	53,717.00	8,053.00	0.00	0.00	61,770.00
01-Oct-2026	Installment	61770	54,114.00	7,656.00	0.00	0.00	61,770.00
01-Nov-2026	Installment	61770	54,513.00	7,257.00	0.00	0.00	61,770.00
01-Dec-2026	Installment	61770	54,915 00	6,855.00	0.00	0.00	61,770.00
01-Jan-2027	Installment	61770	55,320.00	6,450.00	0.00	0.00	61,770.00
01-Feb-2027	Installment	61770	55,729.00	6,041.00	0.00	0.00	61,770.00
01-Mar-2027	Installment	61770	56,140.00	5,630.00	0.00	0.00	61,770.00
01-Apr-2027	Installment	61770	56,554.00	5,216.00	0.00	0.00	61,770.00
01-May-2027	Installment	61770	56,971 00	4,799.00	0.00	0.00	61,770.00
01-Jun-2027	Installment	61770	57,392.00	4,378.00	0.00	0.00	61,770.00
01-Jul-2027	Installment	61770	57,815.00	3,955.00	0.00	0.00	61,770.00
01-Aug-2027	Installment	61770	58,242.00	3,528.00	0.00	0.00	61,770.00
01-Sep-2027	Installment	61770	58,672 00	3,098.00	0.00	0.00	61,770.00
01-Oct-2027	Installment	61770	59,104.00	2,666.00	0.00	0.00	61,770.00
01-Nov-2027	Installment	61770	59,541.00	2,229.00	0.00	0.00	61,770.00
01-Dec-2027	Installment	61770	59,980.00	1,790.00	0.00	0.00	61,770.00
01-Jan-2028	Installment	61770	60,423.00	1,347.00	0.00	0.00	61,770.00
01-Feb-2028	Installment	61770	60,868.00	902.00	0.00	0.00	61,770.00
01-Mar-2028	Installment	61770	61,318.00	452.00	0.00	0.00	61,770.00
Total			-2.00	706,202.00	0.00	0.00	

Post Dated Cheques Collected

Note: The applicable Tax mentioned in this schedule is as per the rate prevalent as on date of contract & is payable in addition to EMI. In case of any change in rates on these applicable taxes calculated in accordance with revised rate will be payable by yourself. Residual Value (if mentioned) is only indicative for the purpose of calculation of rental. Please note that this statement / advices should not be construed as a 'Tax invoices' under the Goods and Services Tax Law. The addressee should not avail input tax credit (if any) as reflecting on this statement / advice.

CERTIFIED TRUE COPY

Agreement Schedule - I

Agreement details

Agreement Date	21-Mar-23
Date of execution of agreement	21-Mar-23
Place of execution of agreement	HYDERABAD
Address of the concerned branch office	6-3-1107 1108 , 301, 3RD FLOOR BRR COMPLEX, RAJBHAVAN ROAD, SOMAJIGUDA HYDERABAD - 500082 Telangana - India

Place of Arbitration
Hyderabad

Customer Details

Borrowers Name & Address	52822184 - Modi Housing Private Limited Modi Hosuing Private Limited 2nd Floor 541 873 And 4 Soham Manision Mg Road Secunderabad Secunderabad - 500003 Telangana - India
Co-Borrowers Name & Address	
Guarantors Name & Address	52822197 - Gaurana J Mody Sapphire Aparts 105 Chikoti Gardens Next Hdfc Lane Begumpet Secunderabad Begumpet Secunderabad Hyderabad - 500016 Telangana - India

Loan details

Loan Amount in figures	Rs. 30,00,000.00
Loan Amount in words	Rupees Thirty Lacs Only
Number of tranch schedules	1

Interest parameters

Rate of interest/Assets Discount :	8.86% / Rs. 0

For **Kotak Mahindra Prime Ltd.** For MODI HOUSING Pvt. Ltd.

Authorised Signatories
(Lender)

Borrower (6) Director

★ Co-Borrower

★★ Guarantor

CERTIFIED TRUE COPY

SCHEDULE II

Agreement details

Agreement No	CF21528788
Purpose	
Financed amount	Rs. 30,00,000.00
Tenure	60 months
Initial payment received	Rs. 1800

Assets details

Description of asset (Make and Model)	Automobiles - Sports Utility Vehicles - Toyota Kirloskar - HYCROSS PETROL HYBRID 2.0L ZX 7PW
Asset Price	Rs. 29,81,500.00

Cash Flows details

S. No.	Due date	Inst Amt	S. No.	Due date	Inst Amt	S. No.	Due date	Inst Amt
1	01-Apr-23	61,770.00	29	01-Aug-25	61,770.00	57	01-Dec-27	61,770.00
2	01-May-23	61,770.00	30	01-Sep-25	61,770.00	58	01-Jan-28	61,770.00
3	01-Jun-23	61,770.00	31	01-Oct-25	61,770.00	59	01-Feb-28	61,770.00
4	01-Jul-23	61,770.00	32	01-Nov-25	61,770.00	60	01-Mar-28	61,770.00
5	01-Aug-23	61,770.00	33	01-Dec-25	61,770.00			
6	01-Sep-23	61,770.00	34	01-Jan-26	61,770.00			
7	01-Oct-23	61,770.00	35	01-Feb-26	61,770.00			
8	01-Nov-23	61,770.00	36	01-Mar-26	61,770.00			
9	01-Dec-23	61,770.00	37	01-Apr-26	61,770.00			
10	01-Jan-24	61,770.00	38	01-May-26	61,770.00			
11	01-Feb-24	61,770.00	39	01-Jun-26	61,770.00			
12	01-Mar-24	61,770.00	40	01-Jul-26	61,770.00			
13	01-Apr-24	61,770.00	41	01-Aug-26	61,770.00			
14	01-May-24	61,770.00	42	01-Sep-26	61,770.00			
15	01-Jun-24	61,770.00	43	01-Oct-26	61,770.00			
16	01-Jul-24	61,770.00	44	01-Nov-26	61,770.00			
17	01-Aug-24	61,770.00	45	01-Dec-26	61,770.00			
18	01-Sep-24	61,770.00	46	01-Jan-27	61,770.00			
19	01-Oct-24	61,770.00	47	01-Feb-27	61,770.00			
20	01-Nov-24	61,770.00	48	01-Mar-27	61,770.00			
21	01-Dec-24	61,770.00	49	01-Apr-27	61,770.00			
22	01-Jan-25	61,770.00	50	01-May-27	61,770.00			
23	01-Feb-25	61,770.00	51	01-Jun-27	61,770.00			
24	01-Mar-25	61,770.00	52	01-Jul-27	61,770.00			
25	01-Apr-25	61,770.00	53	01-Aug-27	61,770.00			
26	01-May-25	61,770.00	54	01-Sep-27	61,770.00			
27	[illegible]	61,770.00	55	01-Oct-27	61,770.00			
28	01-Jul-25	61,770.00	56	01-Nov-27	61,770.00			

For **Kotak Mahindra Prime Ltd.**

For MODI HOUSING Pv

Authorised Signatories

(Lender)

✓ Borrower **(7)**

Director ★

Co-Borrower

★★ Guarantor

CERTIFIED TRUE COPY
SCHEDULE - III

Dishonor Charges per Clearing Mandate	Rs.750/-
Prepayment Interest on Outstanding Principle Amount	5.21% plus GST
Issue of Duplicate copy of the agreement/Duplicate NOC /NOC for Duplicate registration certificate	RS.750/-
Cancellation of Contract (other than foreclosure and prepayment interest) at specific request of the Borrower and agreed by the Lender	Rs. 2000 + interest at Customer IRR for no. of days between the date of disbursement and the date of receipt of funds for cancellation of contract
Additional Interest (monthly)	3%
Collection Charges for Clearing Mandate (Per Mandate) for non payment on due date	**Rs.500/-**
Clearing Mandate Swap Charges	Rs.500/- per swap
Repayment Schedule/Account Outstanding Break up statement	Rs.250/-
LPG \CNG NOC	Rs.2000/-
Statement of Account	Rs.500/-
NOC for Interstate Transfer	Rs.1000/-
NOC for Commercial to personal use	Rs.2000/-
NOC to Convert from Private to Commercial	Rs.5000/- (Subject to approval)
Policy No. of Term Cover for group of borrower (Kotak Car Loan Cover)	GS000111 - For 1 year tenure F2 - For 2 to 5 years tenure GA000329 - For 6 & 7 Year tenure
Down Payment	KMPL/Dealer
Margin money retained	

Place of Delivery of the Product	HYDERABAD
Documentation charges	Rs.1800/-
Credit Administration Charges	Rs.1500/-
Customer Internal Rate of Return(CIRR)	8.855
Stamping Charges	Rs.1100/-
Service Fees	Rs.1100/-

**Charges as applicable to be paid by customer / to be deducted from customer disbursement amount.
Note: Goods & Services Tax (GST) as per applicable rate will be levied separately as may be applicable from time to time

For **Kotak Mahindra Prime Ltd.** For MODI HOUSING PVT. LTD.

Authorised Signatories (Lender) — Borrower (4) — Director ★ Co-Borrower — ★★ Guarantor

CERTIFIED TRUE COPY OF THE CAR FINANCE AGREEMENT DATED 21\3\27.

THIS AGREEMENT is made on the day, date, and year as mentioned in the **SCHEDULE I** to this Agreement between **KOTAK MAHINDRA PRIME LIMITED**, a Company incorporated under the provisions of the Companies Act, 1956 and having its registered office at 27 BKC, C 27, G Block, Bandra Kurla Complex, Bandra (E), Mumbai - 400051 (hereinafter called "the **LENDER**" and/or "KMPL") of the FIRST PART; AND

The person specified in the **SCHEDULE-I** as **BORROWER** residing at the place specified in the **SCHEDULE- I** (Hereinafter referred to as "the **BORROWER**") of the SECOND PART; AND

The person specified in the **SCHEDULE- I** as **Co-BORROWER** residing at the place specified in the **SCHEDULE-I** (Hereinafter referred to as "the **Co-BORROWER** ") of the THIRD PART; AND

The person specified in the **SCHEDULE- I** as **GUARANTOR** residing at the place specified in the **SCHEDULE-I** (Hereinafter referred to as "the **GUARANTOR**" of the FOURTH PART.

(The expression/s "the **LENDER**" shall where the context so admits means and includes its successors and assigns and the expression "**BORROWER**", or "**Co-BORROWER**" or "**GUARANTOR**" shall, unless it be repugnant to the meaning or context thereof, mean and include, where the party concerned is an individual or a proprietorship firm, his/her heirs, executors and administrators; where the party concerned is a partnership firm the partners or partner for the time being of the said firm, the survivors or survivor of them and the heirs, executors and administrators of the last surviving partner; where the party concerned is the Karta of a Hindu Undivided Family and the borrowing/guarantee is for the purposes of the Hindu Undivided Family, the member or members for the time being of the said Hindu Undivided Family, and their respective heirs, executors, administrators and assigns; and where the party concerned is a company, its successors in title, where the party concerned is an unincorporated body, all the members of such body and their respective successors, where the **BORROWER** is the Governing Body of a Society, respective successors of the members of the Governing Body and any new members elected, appointed or co-opted and where the **BORROWER** is the Trustees of the Trust, their successors.)

Whereas the **BORROWER** has made an application for the purpose of finance facility which is to be regarded as the basis of this Agreement and shall all times be read and construed as part and parcel of these presents and whereas the **LENDER** has considered the Application and agreed to grant to the **BORROWER** the Loan for the Product as hereinafter described in these presents and/or in other writing pursuant to this Agreement on the terms and conditions set out hereafter and it is hereby agreed as follows. However any change in terms and conditions shall be communicated to the **BORROWER** separately.

NOW IT IS AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:
MEANING AND INTERPRETATION

"**SCHEDULE**" shall be and mean the **SCHEDULE(s)**, to this Agreement;

"**Due Date**" means the date on which an Equated Monthly Installment/Periodic Installment (Installment) of the principal amount of the Loan and/or interest and/or any other amount payable under this Agreement and/or the Loan Balance, as the case may be, is due for payment under any **SCHEDULE-II** or Article of this Agreement;

"**Product**" means Vehicle(s) and/or any other accessories forming part of the product that may be purchased by the **BORROWER** using the Loan or any part thereof, and "**Product**" shall be construed accordingly. It is clarified that a Vehicle or other accessories shall be "**Product**" notwithstanding that the **BORROWER** has, in addition to using the Loan or a part thereof to purchase the vehicle or accessories, also used other funds to purchase the Vehicle or accessories.

"**Credit Information**" means all information, documents, representations, particulars of operations and business, financial information, representations on future business prospects and clarifications which has been or may hereafter be furnished by the **BORROWER**, the **Co-BORROWER** or the **GUARANTOR** to the **LENDER** from time to time.

"**Affiliate/s**" means, (a) with reference to an individual any relative of such individual or any partnership firm where such individual or relative of the individual is a partner, or any company where the individual or relative of the individual is a director in control of the company (b) with reference to a company a person that directly, or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, such company; (c) with reference to a partnership firm, any partner of such partnership firm or any company in which such partner is a director; (d) with reference to a HUF, all the members of such HUF; (e) with reference to a trust, all the trustees of such trust; (f) with reference to an Association of Persons, all the persons belonging to the Association of Persons.

"**Indebtedness of the BORROWER**" means any indebtedness of the **BORROWER** and/or the **Co-BORROWER** to the **LENDER** and / or it's holding/subsidiaries/ associate /affiliate / group company at any time for or in respect of monies borrowed, contracted or raised (whether or not for cash consideration) or liabilities contracted by whatever means (including under guarantees, indemnities, acceptance, bond, credits, deposits, hire purchase and leasing by the **BORROWER/Co-BORROWER** or by a person or entity related to or connected with the **BORROWER/Co-BORROWER)**

"**Customers' Internal Rate of Return (CIRR)**" means the rate of interest applicable to the **BORROWER** loan amount sanctioned to the over the tenure of the finance facility and is more specifically described in the **SCHEDULE- III** to this agreement.

"**Down payment**" means the amount paid by the **BORROWER** to the **LENDER** or to the Dealer towards the **BORROWER**'s contribution towards the purchase price of the Product.

"**Vehicle**(s)" means the vehicle(s) described in the **SCHEDULE- II** and shall include any equipment in respect of the Vehicle(s), and all accretions, additions and replacements to the Vehicle(s) and /or the equipment, whenever made, including by way of body building and engine up-gradation etc.

In this Agreement, unless the context otherwise requires:

- The pronouns "he", "she", "it" and their cognate variations are used inter changeably and should be interpreted in accordance with the context;
- Words denoting a person shall include an individual, corporation, company, partnership, trust or other entity;
- References to the word "include" or "including" shall be construed as "including without limitation";
- Reference to any party to this Agreement or any other agreement or deed or other instrument shall include its successors and permitted assigns;
- The **SCHEDULE**/s to this Agreement shall form an integral part of this Agreement;
- **BORROWER** includes the **Co-BORROWER**

The LENDER agrees to lend to the BORROWER and the BORROWER agrees to borrow from the LENDER on the terms and conditions contained herein a sum as mentioned in the SCHEDULE-I (hereinafter called the "Loan amount") for purchase of the Product and any accessories thereon as briefly mentioned in the SCHEDULE-II and/or any communication from the BORROWER to the LENDER. The said Loan along with the interest thereon shall be repaid in Monthly or Periodical Installments/Installment's as mentioned in the SCHEDULE-II.

1. The **BORROWER / Co-BORROWER / GUARANTOR** further agrees to place with the **LENDER** as Security Deposit, the sum as mentioned in the **SCHEDULE-III** on execution of this agreement. The **BORROWER** further agrees to place with the **LENDER** as advance installments, and the sum as mentioned in the **SCHEDULE-III** on execution of this Agreement and the same shall be adjusted towards amounts due against the last installment.
2. The **BORROWER** agrees that so long as the Loan shall continue, the **BORROWER** shall
   a) Pay the **LENDER** the sums mentioned in the **SCHEDULE-II**. The **BORROWER** shall pay the installments as per the due dates mentioned in the **SCHEDULE-II** and/or any repayment **SCHEDULE** drawn pursuant to this Agreement.
   b) Pay the **LENDER**, without prejudice to the rights of the **LENDER**, on demand made by the **LENDER**, Additional Interest at the rate as specified in the **SCHEDULE-III** on the amount that has remained outstanding beyond due date till the date the payment has been made by the **BORROWER** to the **LENDER**. The Additional Interest shall be calculated from the date the Installment was due till the date the payment has been made.

   2.1 The **BORROWER** shall in addition to the payment set out above also pay and agree to observe the following:
   a) Down payment upon the execution of this Agreement. For the purpose of the Agreement, Down payment shall be as set out as per the **SCHEDULE-III**.
   b) Documentation and service charges as per the - III upon execution of this Agreement.
   c) **Electronic Clearing Mandate**

      The **BORROWER** shall handover to the **LENDER** on the execution of this Agreement, Electronic Clearing Service (ECS) / Standing Instructions (SI) / National Automated Clearing House (NACH) (Collectively referred as "Clearing Mandate") for the amount of the Installment's which shall be encashed by the **LENDER** on the due dates. It is further agreed by the **BORROWER** that if so directed and called upon by the **LENDER** he shall in lieu of the Clearing Mandate, mandate its bankers at its own cost, responsibility and consequences, to debit the Installments and/or any charges directly from his account maintained and without prejudice, the **BORROWER** shall be bound and liable to pay all sums to the **LENDER** on the due dates specified herein and time for payment of the same shall be essence of this Agreement. On the failure of the **BORROWER** to effect payment on the due dates specified herein the **LENDER** shall be entitled to the remedies as available under this Agreement.
   d) Without prejudice to the **BORROWER**'s liability to pay the Loan, the **BORROWER / Co-BORROWER / GUARANTOR** as the case may be, and if so required by KMPL shall, arrange with his bank for automatic transfer of the installments from his bank account to KMPL's bank account by way of the Electronic Clearing System or any other same or similar electronic clearing proses or standing instruction.
   e) Any dispute being raised about the computation of the Installments will not entitle the **BORROWER** to withhold payment of any Installments or any portion thereof. It is agreed and understood by the **BORROWER** that the obligation of the **BORROWER** to pay the Installments is absolute and unconditional pursuant to his having executed this Agreement. Dishonour of any Clearing Mandate shall attract **Mandate dishonour charges** as mentioned in the **SCHEDULE-III** hereunder.
   f) The payment of the Installments shall commence as agreed in the **SCHEDULE-II** irrespective of the delivery of the Product.
   g) The Parties to the present agreement irrevocably agrees that any changes in interest rates and charges shall be effective prospectively & after due communication only.
   h) Whereas although the **BORROWER** has agreed to give Clearing Mandate for payment of Instalments, any non-presentation on the part of the **LENDER** due to any reason whatsoever shall not affect the liability of the **BORROWER** to pay the said Instalments. The **BORROWER**, at its own cost and expense, agrees to replace the Clearing Mandate if so required by the **LENDER**.
   I) The **BORROWER / Co-BORROWER / GUARANTOR** (if the **GUARANTOR** had given such in discharge of the **BORROWER's** obligation under this Agreement) as the case may be shall not at any time close the bank accounts / from which Clearing Mandate have been issued and/or issue any communication to the **LENDER** for stopping or postponing the presentation of the said and /any such communication if sent shall be regarded as a dishonour of the Clearing Mandate drawn and constitute default of the terms of this Agreement.
   j) In consideration of the **LENDER** entering into this Agreement with the **BORROWER**, the **BORROWER** shall, in addition to the down payment, deposit with the **LENDER** one installment, as advance installment (as per the **SCHEDULE-III**) which shall be adjusted by the **LENDER** against the first installment (as per the **SCHEDULE-II**). The deposit of advance installment shall not carry any interest.
3. **The BORROWER expressly agrees and covenants with the LENDER:**
   a) To keep the Product in sound and working condition and at all reasonable time to allow the **LENDER** and/or its authorised representative to inspect the same.
   b) Not to engage any person other than authorised mechanics of the Manufacturer or authorized Dealer / Supplier of Manufacturer to affect the repairs, if any, to the Product.
   c) To keep the Product and accessories in the **BORROWER's** own custody and not change the Registration Number / registered address without the **LENDER's** previous consent in writing and not to sell or pawn or hire or otherwise deal with or dispose off the said Product in any manner whatsoever or part with possession.
   d) Without prejudice to the provisions of the Sub-clause c above, it is understood that in no event will the **LENDER** consent to the Product and accessories being removed from the above mentioned address. The **BORROWER** hereby expressly agrees that if he is about to remove the said

Product he will give a 15 days prior written notice to the **LENDER** of such intention and will before removing observe such terms as **LENDER** the may stipulate.

e) To pay the **LENDER** on demand all expenses, costs or charges incurred in ascertaining the whereabouts of the **BORROWER** or the said Product or in recovering or endeavoring to recover the possession thereof from any one in whose possession the Product shall for the time being be.

f) Not to use the Product as a means of transport in the smuggling of any goods or in the carriage of any smuggled or prohibited goods adapted, altered or fitted for the purpose of concealing such goods or for any other unlawful and/or illegal purpose including but not limited to transport or smuggle of any contraband or narcotics substance etc.

g) Not to sell, pledge, hypothecate, hire or otherwise deal with the Product or part with the possession of the Product or remove it out of the state where the original delivery was effected without the express written permission of the **LENDER** previously obtained and also not to use the Product for any purpose other than that declared in the **BORROWER's** proposal / application as the case may be.

h) To pay in the name and on behalf of the **LENDER** all fees and taxes payable in respect of the Product as and when the same become due and to indemnify the **LENDER** against all such payment.

i) Permit the **LENDER** and/or its authorised representative to inspect the Product at all reasonable times, and for that purpose permit the **LENDER** and / or its authorised representatives to enter any premises where the Product is parked / located.

j) Strictly follow all instructions given by the Manufacturer / Dealer / Supplier for use of the Product.

k) Always remain in possession of the Product and not to pledge, hire or otherwise deal with the Product without the prior express written permission from the **LENDER**.

l) Indemnify the **LENDER** against loss or damage to the Product or any part thereof from whatever cause whether or not such loss or damage is as a consequence of the negligence of the **BORROWER**.

m) Not to do any act to affect the negotiability of the Clearing Mandate (being the Clearing Mandate given under this agreement) and/or writing any letters to the **LENDER** / Bankers to withhold presentation of all or any of the Clearing Mandate due for payment.

n) Undertake to keep the Product covered by a valid permit wherever necessary during the continuance of this Agreement and strictly in accordance with the terms and conditions laid down in the permit/s, if any, issued to him by the registering authority in respect of the Product.

o) This **BORROWER** is obliged to pay Installment's during the contracted period regardless of whether the Product requires repairs or is in operation or not or is working or not and the **LENDER** shall not be liable or responsible for nonperformance, if any, of the Product and further the **BORROWER** shall look solely to the Manufacturer / Supplier / or Dealer of the Product as the case may be for the performance of all guarantees and warranties with respect to the Product.

p) It is agreed that the **LENDER** shall be entitled to levy service charges for rendering services to the **BORROWER** under this agreement and the **BORROWER** shall pay the same on demand, failure on part of the **BORROWER** shall be a default of the terms of this agreement entitling the **LENDER** to take remedial steps as set out hereinafter in the agreement. The **BORROWER** acknowledges that levy of such service charges by the **LENDER** are reasonable and indeed recoverable and he shall not set up any defence against the demand thereof. These service charges called Miscellaneous Additional Charges for the services shall be those set out in the **SCHEDULE-III** hereto and/or as may be prescribed by the **LENDER** from time to time for such or any services it has to render to the **BORROWER** at his request or which has become necessitated due to change/modification in the statute.

q) The **BORROWER** and/or the **Co-BORROWER** agrees that if any amounts are outstanding for payment by the **BORROWER** and / or the **Co-BORROWER** (not being the Installments as set out herein) including on account of the indebtedness of the **BORROWER / Co-BORROWER** in respect of any dues repayable by them under this agreement or any other contract / agreement which they have entered into with the **LENDER**/it's affiliate (including under guarantees , indemnities or other by whatever name called) the **LENDER** shall be entitled to encase the Clearing Mandate for the satisfaction of such outstanding amounts not withstanding that such Clearing Mandate have been deposited / furnished to the **LENDER** for the payment of Installments and the **BORROWER** and / or the **Co-BORROWER** shall continue to be indebted to the **LENDER** for the Installments.

r) To inform the **LENDER** of any change in address and/or phone number(s) and/or e-mail address within seven (7) days of such change taking place.

s) In the event of any cheque(s)/draft(s) issued by the **BORROWER / Co-BORROWER / GUARANTOR** to the **LENDER** for payment of Installment and/or any other charges/dues being lost/stolen/misplaced/damaged, the **BORROWER** agrees to replace the said cheque(s)/draft(s) of given amount within seven (7) days of being informed of the same by the **LENDER**.

4. **Insurance**

4.1 The **BORROWER** shall at his own cost insure and keep insured the Product with an Insurance Company registered with Insurance Regulatory and Development Authority of India **("IRDAI")** during the entire tenure of the contract and also till it has paid all amounts under this agreement to the satisfaction of the **LENDER** duly insured covering comprehensive risks including but not limited to civil commotion, riot, flood, tempest, earthquake and unlimited third party risk. If the **BORROWER** fails to so insure the Product or to keep it so insured, the **LENDER** shall without prejudice to any of its rights under this agreement in consequence of the said failure though not bound, may insure the Product and keep it insured for which the **BORROWER** shall reimburse to the **LENDER** on demand all charges and expenses as may be incurred for such insurance by the **LENDER**. The **BORROWER** shall produce evidence of such insurance as the **LENDER** may require. The **BORROWER** hereby irrevocably appoints the **LENDER** as his agent for the purpose of receiving all moneys payable under the said policy of insurance and to do all acts for that purpose and give discharge thereof and the **LENDER** may notify the insurers of this condition.

4.2 The **BORROWER** shall use the Product himself and through his servants and agents strictly in accordance with the terms and conditions of the insurance policy and shall not do or permit to be done any act or thing which may render such insurance invalid and use the Product legitimately and not engage in any unlawful or illegal activity by which the ownership or custody of the Product is in any way jeopardized.

4.3 In case the **BORROWER** proposed to opt for Kotak Car Loan Cover (as offered by the **LENDER** under the terms and conditions of the Insurance Policy Number as mentioned in the **SCHEDULE-III** attached herewith), the **LENDER** hereby conveys its acceptance to the aforesaid proposal of the **BORROWER** by offering the financial facility for the purpose of financing the premium (including statutory, other levies, duties, handling, administrative and other charges as mentioned in **SCHEDULE-III** attached herewith) to enable the **BORROWER** to avail the insurance cover as offered under the aforesaid Insurance Policy. Such amount is forming part of and is included in the Loan Amount as mentioned in the **SCHEDULE-I** attached herewith. The **BORROWER** hereby acknowledges that, the **LENDER** has right to reject such proposal of Kotak Car Loan Cover by not offering the said financial facility (proposed to be opted by the **BORROWER** for the purpose of financing the premium) to the **BORROWER**. With these presents the **BORROWER/Co-BORROWER** and **GUARANTOR** acknowledge and accept the **LENDER's** right of acceptance and rejection of the aforesaid proposal of financing for Kotak Car Loan Cover and shall abide by all or any of the request as has been approved by the **LENDER** under the Loan Agreement.

4.4 Where the **BORROWER** has opted and the LENDER has provided for Kotak Car Loan Cover, the **BORROWER** shall abide by all the terms and conditions as mentioned in Good Health Declaration executed by him on the date as mentioned in the **SCHEDULE-III** attached herewith. The **BORROWER** also hereby declares that all the statements and averment made therein in aforesaid Good Health Declaration are true and correct.

5. The **BORROWER** in whose name the Product is going to be registered acknowledges with the express consent of the **Co-BORROWER** and the **GUARANTOR** that the **BORROWER** shall, at the time of delivery of the Product to the **BORROWER**, by an oral agreement, hypothecate the Product in favour of the **LENDER** in order to secure the **LENDER's** dues and charges on the terms and conditions contained in this agreement and upon such oral agreement the Product shall stand hypothecated in favour of the **LENDER**. The **BORROWER** undertakes to get the registration certificate of the Product endorsed with the name KOTAK MAHINDRA PRIME LIMITED in accordance with clause 9 below within a period of 15 days from the date of delivery of the Product to confirm and record the fact that the has hypothecated the Product in favour of the at the time of delivery of the Product to the as per the provisions of this agreement. The parties hereto agree that the endorsement of the registration certificate and/or vehicle registration records of the Road Transport Authority with the name KOTAK MAHINDRA PRIME LIMITED as stipulated in Clause 9 shall operate as conclusive evidence of such hypothecation. Provided that the default by the **BORROWER** to get the Registration Certificate endorsed with the name KOTAK MAHINDRA PRIME LIMITED shall not be deemed to be or construed as an absence of the **BORROWER's** oral hypothecation of the Product in favour of KMPL as mentioned above simultaneous with the delivery of the Product. The **BORROWER** undertakes to supply the details of the Product (either directly or through the Dealer/Supplier) as soon as such details are available. The said proposed hypothecation shall be by way of first and exclusive charge against the **LENDER's** dues and charges. The **BORROWER** shall not encumber or transfer the Product in any manner whatsoever without the express consent in writing of the **LENDER**. Without prejudice to the above, the **BORROWER** has also, pursuant to a Power of Attorney, authorised the **LENDER** to hypothecate the Product in favour of the **LENDER** at the time of delivery of the Product to the **BORROWER** or at any time thereafter.

6. The **BORROWER** shall not encumber or transfer the hypothecated Product in any manner whatsoever without the express consent in writing of the **LENDER**. The **BORROWER** undertakes to get the registration certificate endorsed with the name of KOTAK MAHINDRA PRIME LIMITED to further confirm and record the fact that the Product stands hypothecated to the **LENDER.**

7. The **BORROWER** confirms that the Product has been examined and/or tested and is in good working order and condition and satisfactory to the **BORROWER**. The **BORROWER** further agrees that the **LENDER** is not in any way responsible for the non-performance of all or any guarantees and warranties in respect of the said Product.

8. The **LENDER** shall pay interest at the rate specified in the **SCHEDULE-I** (subject to TDS, and Goods & Services Tax (GST) as per applicable rate) on the security deposit to the **BORROWER / Co-BORROWER / GUARANTOR**. The accrued interest shall be paid to the **BORROWER / Co-BORROWER / GUARANTOR** at the time of maturity of the transaction. It is however agreed that in the event of this Agreement coming to an end prior to the term of the total period (as per the **SCHEDULE-II**) either because of termination being effected by the LENDER or because of the **BORROWER** exercising option of prepayment or upon the **LENDER** recalling the Loan upon any default on the part of the **BORROWER** then upon repayment of the Security Deposit at that stage, the **LENDER** shall not be liable to pay the stipulated rate of interest on the security deposit but **shall pay interest at a rate which is 2% less than the stipulated rate of interest on the security deposit**.

8.1 The **BORROWER / Co-BORROWER / GUARANTOR** (as the case may be) hereby confirms an unconditional and absolute lien on the **LENDER** in respect of the security deposit and interest accruing thereon in terms of Clause 8 above and grants to the **LENDER** an unconditional right to adjust these moneys in such manner as deemed fit and necessary by the **LENDER**.

8.2 **Notwithstanding anything else herein contained, the LENDER will have absolute discretion to appropriate the deposit if any, received from the BORROWER / Co-BORROWER / GUARANTOR as the case may be notwithstanding anything contrary contained elsewhere herein against any dues in respect of the Installments, compensation or any other dues under this Agreement or in respect of dues under any agreement with the LENDER/it's affiliate.**

8.3 It is hereby agreed and understood by the **BORROWER / Co-BORROWER / GUARANTOR** that whenever the **LENDER** is required to pay back the security deposit to the **BORROWER / Co-BORROWER / GUARANTOR** in terms of this clause the same shall be paid against the **BORROWER / Co-BORROWER / GUARANTOR** submitting the original Security Deposit Receipt duly discharged. In case the **BORROWER / Co-BORROWER / GUARANTOR** for any reason whatsoever is unable to produce the Original Security Deposit Receipt then he shall execute and furnish a Deed of Indemnity at his own cost and expense in such form and manner as the **LENDER** may require for the purpose.

9. The **LENDER** agrees to permit **BORROWER** the to have the registration of the Product in his own name provided that in the registration certificate the name of the **LENDER** is endorsed as following :

"The Product described above is held and hypothecated under a Loan agreement with KOTAK MAHINDRA PRIME LIMITED, 27 BKC, C 27, G Block, Bandra Kurla Complex, Bandra (E), Mumbai-400051."

9.1 The **BORROWER** agrees that he shall send a copy of the invoice as also the RC book to the LENDER containing the endorsement of hypothecation of the Product effected as stipulated in clause 5 above in favour of the **LENDER** within 15 days of his having taken delivery of the Product.

9.2 The **BORROWER** agrees and confirms that failure on his part to comply with the provisions of clause 9.1 hereinabove, shall be a default on his part under the terms of this agreement

9.3 The **BORROWER** and the **Co-BORROWER** are jointly and severally liable to perform and observe the terms and conditions of this agreement.

10. **Promissory Note:**

Upon execution of this Agreement the **BORROWER / Co-BORROWER / GUARANTOR** (all of them or as the case may be) shall execute a Promissory Note of the value of the Total Installments less the advance installments along with the rate of interest applicable. It is expressly clarified that such Promissory Note shall be by way of collateral security for repayment of loan and shall not be deemed to be conditional payment of Installments.

11. **Agreement Inter-se between BORROWER / Co-BORROWER:**

a) It is agreed inter-se between the **BORROWER** and the **Co-BORROWER** that although both the **BORROWER** and **Co-BORROWER** are jointly and severally liable to perform and observe all the terms and conditions of this agreement, the **Co-BORROWER** has permitted the **BORROWER** to register the Product in his name and not withstanding such registration in the exclusive name of the **BORROWER**, the **Co-BORROWER** shall be and continue to be liable for duly observing and performing the terms of this agreement and the **LENDER** shall be entitled to proceed against the **Co-BORROWER** and / or the **BORROWER** as it deems appropriate for enforcement of its rights herein, and the

Co-BORROWER shall not set up any defence against the **LENDER** therefor, stating that the Product is registered only in the name of the **BORROWER.**

b) If the **BORROWER / Co-BORROWER** is desirous of changing the Clearing Mandate which they have deposited with the **LENDER** towards payments of the Installments due to any reason whatsoever (including but not limited to change in the bank account) then they shall do so only after obtaining written consent therefor from the and **LENDER** upon paying such sum as mentioned in the **SCHEDULE-III** hereunder to the **LENDER** as charges / towards service charges for effecting the change in its record.

12 **Condition of the Product:**

a) The **BORROWER** shall be exclusively responsible for getting the delivery of the Product from the Manufacturer or the Dealer / Supplier. The **LENDER** shall not be liable for any delay in delivery or any demurrage or the quality / condition / fitness of the Product. The **BORROWER** absolves the **LENDER** from any liability in respect of above and that the **BORROWER** agrees not to withhold payment of stipulated Installments on pretext that Product has not been delivered or is not in an acceptable condition.

b) The **BORROWER** confirms that the Product has been examined, tested and inspected by him to be in good working order to the satisfaction of the **BORROWER.** No claim or objection shall be admissible against the **LENDER** as to the quality or completeness and correctness of the Product. It is expressly clarified that the **LENDER** shall not be responsible nor liable in any way whatsoever for the non-performance of all or any of the guarantees and warranties in respect of the said Product granted or given by the Manufacturer / Dealer / Supplier.

c) The **LENDER** does not have any liability in case the Manufacturer discontinues the Product and / or alters the Product specification.

d) The **LENDER** shall not be liable to the **BORROWER** for any liability, claims, loss, damage or expenses of any kind or nature:

1. Caused directly or indirectly by the Product or any inadequacy thereof, or any defect therein or by the use thereof; or in relation to any repairs, servicing, maintenance or adjustment thereto, or any delay in providing or failure to provide the same or in relation to any loss;
2. Of business or any damage whatsoever and howsoever caused;

e) The **LENDER** has not made any and does not hereby make any representation or warranty with respect to the merchantability, fitness, condition, quality, durability, suitability, usage or operation of the Product with any respect;

13. **Events of Default:**

An event of default shall occur hereunder if the BORROWER:

1. **Fails to pay any of the Installments or a part thereof or other payment required hereunder when due whether on demand or not;** or
2. Fails to effect insurance cover of the Product or fails to pay insurance premiums as and when due or fails to reimburse the same to the **LENDER** if paid by the **LENDER,** or under any other document furnished to the **LENDER** in connection herewith; or
3. Fails to perform or observe or carry out any other covenant, condition or Agreement to be performed, observed or carried out by the **BORROWER** hereunder or under any other document furnished to the **LENDER** in connection herewith; or
4. Without the **LENDER's** consent sells, transfers, parts with possession or sub-lets or charges or encumbers or creates any lien on or endangers the Product in the opinion of the **LENDER;** or
5. Dies or commits an act of bankruptcy or become insolvent or bankrupt or is wound up or makes an assignment for the benefit of creditors, or consents for the appointment of a trustee or receiver, or either a trustee or a receiver shall be appointed for the **BORROWER** or for a substantial part of **BORROWER's** property without the **LENDER's** consent or any bankruptcy or re-organisation, or insolvency proceedings or winding up proceedings shall be instituted by/or against the **BORROWER,** voluntary or otherwise; It is expressly clarified that the Product shall not be considered to be the property of the **BORROWER** in the event of **BORROWER** being adjudged as insolvent or having a receiver or liquidator appointed; or
6. Suffers adverse material change in the financial condition from the date hereof, and as a result thereof, the **LENDER** deems itself or the Product to be unsecured; or
7. Is in default under any hire purchase or other agreement at any time executed with the **LENDER** or with any bank or financial institution / body corporate or any other creditor ; or
8. Commits breach of any of the terms of this agreement; or
9. Is unable to prevent the Product from being confiscated, attached or taken into custody by any authority or from becoming subject of any execution proceedings under the law; or
10. Is unable to park the Product in a proper parking place under lock and key leading to the Product being stolen away or is in a total loss in the opinion of the **LENDER;** or,
11. Is unable to convince the **LENDER** about the ability of the **BORROWER** to meet his obligation/s under this agreement; or
12. Does any act, deed or thing which in the sole opinion of the **LENDER** prejudices the rights of the **LENDER** in relation to the Product; or
13. Has an execution or sequestration levied against his estate or allows the Product to be seized under any distress, execution or any other process or to be detained by reason of any alleged lien ; or
14. Transfers the Product outside the State where the original delivery was effected without the previous written approval of the **LENDER;** or
15. Is unable to protect and take appropriate care of the product leading to the Product being destroyed for any reason whatsoever.

14. **Example of classification of loan account as Non-Performing Asset (NPA) and Special Mentioned Account (SMA)**

For E.g.: Mr. A has obtained term loan of 5 lakhs from Kotak Mahindra Prime Limited (KMPL) on 1st January 2021. Equated Monthly Installment (EMI) of the loan is Rs 10000/-, of which the Principal component is Rs 8000/- and the interest component is Rs 2000/-. Due date of repayment of EMI by Mr. A is 5th of every month for a fixed tenure.

Scenario 1:-

If Mr. A. fails to pay interest component of the loan, i.e. Rs 2000/- or any such amount arrived at by KMPL on or before the due date and only the interest component applied at specified rests (i.e. whether daily or monthly or yearly) remains overdue for a period of 90 days or more, the loan account would be classified as NPA.

Or

Scenario 2

If Mr. A. fails to pay principal component of the loan, i.e. Rs 8000/- on or before the due date and only the principal amount remains overdue for a period of 90 days or more, the loan account would be classified as NPA.

Or

Scenario 3

If Mr. A. fails to pay both principal and interest component of the loan (EMI), i.e. Rs 10000/- or any such amount arrived at by KMPL on or before the due date and the entire EMI remains overdue for a period of 90 days or more, the loan account would be classified as NPA.

The date of SMA/NPA shall reflect in the asset classification status of a loan account at the day-end of that calendar date.

For E.g.: Example: If due date of a loan account is March 31, 2021, and full dues are not received before the KMPL runs the day-end process for this date, the date of overdue shall be March 31, 2021.

If it continues to remain overdue, then this loan account shall get tagged as SMA-1 upon running day-end process on April 30, 2021 i.e. uponcompletion of 30 days of being continuously overdue. Accordingly, the date of SMA-1 classification for that loan account shall be April 30, 2021.

Similarly, if the loan account continues to remain overdue, it shall get tagged as SMA-2 upon running day-end process on May 30, 2021 and if continues to remain overdue further, it shall get classified as NPA upon running day-end process on June 28, 2021.

15. **Consequences upon event of default:**

15.1 **Upon the occurrence of any event of default and any time thereafter, the LENDERs shall, with or without notice, to the BORROWER be entitled to declare all sums due and to become due hereunder for the full term of the agreement as immediately due and payable including that the BORROWER shall be liable to pay to the LENDER pre-payment interest calculated as the percentage (as per the SCHEDULE-III) of the balance principal outstanding along with other dues including unpaid installments, taxes, Additional Interest, etc. due as on date of such declaration and upon the BORROWER failing to make the said payment in full immediately, the LENDER may, at its sole discretion, do any one or more of the following shall be entitled to the following remedies:**

i) Upon notice to the **BORROWER** terminate this Agreement : and/or

ii) Upon Notice, demand that the **BORROWER** return the Product to the **LENDER** at the risk and expense of the **BORROWER**, in the same condition as was delivered to it (ordinary wear and tear excepted) at such location as the **LENDER** may designate. Upon failure of the **BORROWER** to deliver the product as stated above within the period of demand, the **LENDER**, its agents, constituted attorney and/or any other person appointed by the law for such purpose may in accordance with the law shall take immediate possession of the Product and remove the same without liability to the **LENDER** or its agents or such entry or for damage to property or otherwise. Upon such return of the Product or upon the **LENDER** taking possession of the Product as herein before stated the Loan herein granted by the **LENDER** to the **BORROWER** shall stand cancelled and provided however the remedies available to the **LENDER** as herein given shall survive such cancellation of the Loan and the **LENDER** shall been titled and authorised to exercise its right herein including in connection with the Product to recover its dues under this agreement. Notwithstanding as stated above the **BORROWER** waives the requirement of prior notic in the eventuality of establishing the cases of extreme exigency; and/or

iii) On such terms and conditions and for realizable consideration which the **LENDER** may receive and with prior notice providing final opportunity to make the outstanding amount to the **BORROWER**, sell the Product at a public or private sale, otherwise dispose off, hold, upon such terms, the Product or use, operate, lease to others or keep idle give on hire such Product, all free and clear of any rights to the **BORROWER** and without any duty to account to the **BORROWER** for such action or inaction thereof, so as to recover the outstanding amount payable by the **BORROWER**. Notwithstanding as stated above the possession of the Product may be returned to the **BORROWER** in the eventuality of realization of outstanding amount by the **BORROWER** to the satisfaction of **LENDER** ; and/or

iv) **By written notice to the BORROWER, require the BORROWER to pay to the LENDER (as liquidated damages or loss and not as a penalty) on the date specified in such notice, an amount equal to all unpaid Installments payments and all other payments which, in the absence of a default, would have been payable by the BORROWER hereunder for the full term hereof plus Additional Interest at the rate of 36% per annum for the period until receipt of the said amount; and/or**

v) Exercise any other right of remedy which may be available to the **LENDER** under the applicable law.

vi) It being agreed and understood by the **BORROWER** that the right to the **LENDER** to recover the amount payable and/or repayable or reimbursable to the satisfaction of the shall survive any such cancellation of Loan and / or termination of the agreement and the 's rights wherever given in connection with initiating of action for enforcing its rights to recover the amount shall also survive the cancellation of the Loan or the termination of the agreement, as the case may be, and the shall be entitled to take all or any of the steps therefor and the shall not take defence of such termination or cancellation of Loan under this agreement

15.2 a. **Distribution on realization:**

The net proceeds of sale, realization, recovery and/or insurance claim proceeds relating to the Product herein, on receipt by the **LENDER** shall be applied at the sole and absolute discretion of the **LENDER** in the manner the **LENDER** thinks fit. The **BORROWER** shall continue to be liable for any deficiency in the amount due to the **LENDER** by the **BORROWER** after adjustment of the net proceeds of sale, realization, recovery and/or insurance claim as above.

b. No interest or compensation shall be payable by the **LENDER** to the **BORROWER** on the proceeds to be held by the **LENDER** or during the period the same shall be held by the **LENDER** for being applied in terms of clause 14.2(a) on distribution or realization.

c. Upon the termination or earlier determination of this agreement or the cancellation of the Loan as the case may be, the **LENDER** shall be absolutely entitled or be at liberty to sell or otherwise dispose off the Product in such manner as they may deem fit including by private sale which shall be acceptable to the **BORROWER**.

d. If the price recovered on such sale or disposal falls short of the aggregate amount of installments remaining due and payable, the **LENDERs** may, by a notice in writing call upon the **BORROWER** to pay the difference within such days of the receipt of the Notice by the **BORROWER**, together with all overdue sums, owing and payable by the **BORROWER** to the **LENDER** under or by virtue of these presents and the **BORROWER** agrees to make such payment without demur;

15.3 In addition and without prejudice to what is stated above, the **BORROWER** shall be liable for all legal and other costs and expenses resulting from the foregoing defaults from exercise of the **LENDER's** remedies, including but not limited to possession of any of the Product and / or collection recovery of all or any charges payable by the **BORROWER / Co- BORROWER** as the case may be.

15.4 No remedy referred to hereinabove is intended to be exclusive, but the same shall be in addition to any other remedy available to the **LENDER** at law. The **LENDER** reserves the rights to appoint bankers or financial institutions or any other person it deems fit as their attorney or agent for the purpose of enforcing their right and remedies under this agreement

16. **Pre-payment of the Loan**

a. Subject to the provisions contained in this clause 15 below, the **BORROWER** shall be permitted to make part or full prepayment of the Loan in accordance with the other terms and conditions as contained in **SCHEDULE-III**.

b. part prepayment shall be allowed only after six months from the date of commencement of the monthly installments.

c. The minimum amount for part Prepayment payable for each such prepayment is at least equal to the amount comprising of four consecutive future installments. Prepayment is permissible for a maximum three times in a financial year.

e. If the **BORROWER** makes any full or part prepayment without fulfilling the conditions determined by the **LENDER**, the **LENDER** shall be entitled to appropriate the same in such manner as it deems fit and the **LENDER** will give the **BORROWER** credit for the same only on due date and not before.

f. Any full/part prepayment of the Loan would not be permitted unless the makes payment of the Charges mentioned in the **SCHEDULE- III**.

g. For any part or full prepayment, **BORROWER** will have to give a prior notice in writing of 15 days to the **LENDER**.

h. The **BORROWER** agrees that the part Pre-payment shall not have any effect on the amount of monthly Installments, payable by the **BORROWER**.

17. This agreement is personal to the **BORROWER** and his right and / or obligations shall not be assignable or chargeable by him directly or indirectly.

18. It is expressly agreed and declared that any Dealer of the Product by or through whom this transaction may have been introduced, negotiated or conducted is not an Agent of the **LENDER** and that the **LENDER** has no liability for any representations or statements not made directly by the **LENDER** to the **BORROWER**.

19. The **BORROWER** irrevocably agrees that the Installments will be increased by Goods & Services Tax (GST) as per applicable rate or any other related and consequential charges now or hereafter levied on this transaction, with retrospective or prospective effect. The Installments shall also be increased by any increase in the purchase price of the Product in the intervening period between placement of the Order and its acceptance and eventual delivery of the Product, if such increased in the price is funded by way of Loan to the **BORROWER**. The **BORROWER /Co-BORROWER** and/or **GUARANTOR** agrees and undertakes to promptly (and in any event within 7 days of being so required by the **LENDER**) pay the following .

a) all present and future duties, taxes, expenses and any other charges whatsoever in relation to this Agreement, the Product(s) and/or the Security and

b) all other charges, costs and expenses from time to time specified by the LENDER (including all costs and expenses incurred or paid by the LENDER) in relation to this Agreement in accordance with the provisions of this Agreement and

c) all expenses and charges, including legal charges, incurred by the LENDER for enforcement of this Agreement and/or any Security including those incurred for repossession and/or sale of the Product(s) and/or for recovery of the Loan Balance or any part thereof.

If the **LENDER** in its discretion makes any such payments, the **BORROWER / Co BORROWER** and/or **GUARANTOR** undertakes to reimburse the **LENDER** within 7 days of being informed by the **LENDER** of the same, along with interest thereon at the rate mentioned in the **SCHEDULE- III** in respect of the Loan. In particular, the **BORROWER** agrees and undertakes to pay the charges, costs and expenses as mentioned in the Agreement.

20. A) Liabilities of **GUARANTOR :-**

The **GUARANTOR** at the request of the **BORROWER** agrees that his obligations shall be concurrent with those of the **BORROWER / Co-BORROWER** in all respects as if he himself was **BORROWER** the and guarantees to the **LENDER** :

i) The regular and punctual payment of all installments by the **BORROWER** and the due performance and observance of all the terms and conditions of this agreement by the **BORROWER** :

ii) Payment to the **LENDER** of all moneys becoming payable to it under or by virtue of this agreement either by way of debt or Borrowing or damage or cost or expenses or otherwise whatsoever;

B) The **GUARANTOR** further agrees:

i) to renounce the rights to claim the **BORROWER's** property and any other benefits to which sureties are by law otherwise entitled ;

ii) that the neglect or forbearance of the **LENDER** in enforcing payment of any moneys due under this agreement or any other indulgence shown to the **BORROWER** shall not release the **BORROWER** and/or the **Co- BORROWER / GUARANTOR** from the several obligations under this agreement or in any way alter or affect the rights of the **LENDER** under or in respect of the agreement or the Product.

21. **The GUARANTOR in consideration of the LENDER agreeing to grant this Loan to the BORROWER further agrees, declares and guarantees as under:**

1. The **BORROWER** shall observe and perfor · the terms and conditions of this agreement and shall pay on demand all moneys due or which may become due under this agreement by wa. of Installments, interest, damages, cost, charges or expenses and the **GUARANTOR** further agrees and guarantees that if the **BORROWER** shall make any default in observance and performance of any of the terms and conditions or payment of any monies due and payable hereunder, the **GUARANTOR** shall forthwith on demand, without demur and irrespective of any dispute or difference pending between the **LENDER** and the **BORROWER** or any raised by the **BORROWER** pay to the **LENDER** such monies in payment whereof default shall have been made with interest thereon 36% at per annum from the date of the default till the payment and shall pay to the **LENDER** all claims, damages, loss, cost, charges or expenses which the **LENDER** may suffer, incurs or be put to as a result of default by the **BORROWER.**

2. The **GUARANTOR** agrees with the **LENDER** that the **LENDER** shall be at liberty to make variations in this agreement or in any terms and conditions thereof including manner of the payment of Installments or to enter into any arrangement with the **BORROWER** or to show any indulgence or to give time or not to sue, without any way affecting the liability of the **GUARANTOR** and the **GUARANTOR** hereby agrees that the **GUARANTOR** shall not be discharged from the liability hereunder by the **LENDER** releasing the **BORROWER** or any of the security it may hold by any act of omission or commission, the legal consequences whereof may otherwise have been to discharge the **GUARANTOR.**

3. The **GUARANTOR** waives in favour of the **LENDER** all or any of the rights that the **GUARANTOR** may have against the **LENDER** as surety or otherwise in law or otherwise to give effect to the provision hereof.

4. A notice of demand by the **LENDER** against **GUARANTOR** the shall be the final and conclusive evidence that the **BORROWER** has committed a default and that the moneys and the amount claimed thereunder is due and payable by the **BORROWER** to the **LENDER** and the **GUARANTOR** shall not be entitled to challenge the notice on the ground that no default has been committed or the amount mentioned therein as due and payable is not payable or on any other ground.

5. The **GUARANTOR** agrees and declares the **LENDER** shall not be bound and compelled to take any proceeding, steps or action against the **BORROWER** for recovery, enforcement or realization of any of the dues from the **BORROWER** and against the said Product including repossessing the same under or pursuant to this agreement and the **GUARANTOR** shall be bound and liable to pay all monies payable under any form by virtue of this guarantee not withstanding that the **LENDER** shall not have taken any steps or proceeding against the **BORROWER** or the Product.

6. The guarantees **GUARANTOR** that the **BORROWER** shall hand over to the **LENDER** possession of the Product as and when, under these presents, the **BORROWER** become liable to do so or as and when the **LENDER** become entitled to dispossess the Product under and pursuant to

these presents and the **GUARANTOR** agrees to help and assist the **LENDER** in recovering possession of the Product.

7. The **GUARANTOR** in relation to the **LENDER** is and shall be the principal oblig or in respect of all obligations, liability and responsibilities undertaken in favour of the **LENDER** under this guarantee and the **LENDER** is and shall be the principal oblig or in respect of all obligations, liability and responsibilities undertaken in favour of the under this guarantee and the shall be entitled to proceed against the **GUARANTOR** as if the **GUARANTOR** was the principal debtor of the in respect under this guarantee and the **LENDER** shall be entitled to proceed against **GUARANTOR** the as if the **GUARANTOR** was the principal debtor of the **LENDER** in respect of all obligations and payments guaranteed by the **GUARANTOR**.
8. This guarantee shall not be affected by the death, insolvency or winding up of the **BORROWER /Co- BORROWER** or by absence of power or irregularity or informality on the part of the **BORROWER / Co- BORROWER** to take the Product under a loan or to enter into this agreement
9. That the **LENDER** shall be at liberty to sue the **BORROWER** and the **Co-BORROWER / GUARANTOR** jointly or severally or shall be entitled to proceed against the **Co- BORROWER/ GUARANTOR** only in the first instance
10. That the indemnities / Guarantees contained herein shall remain in full force and effect for the entire period of the aforesaid Loan agreement and shall survive the termination by the **BORROWER** or the cancellation of the Loan or this agreement insofar as they relate to events which occurred during the period of the aforesaid Loan agreement or any extension hereof.
11. The **GUARANTOR** undertake that these indemnities / guarantees contained herein shall not be assigned, transferred, revoked, cancelled, altered, modified or withdrawn without the prior written consent of the **LENDER**.

22. Any notice to the **BORROWER / Co- BORROWER / GUARANTOR** by the **LENDER** shall be in writing and posted to the **BORROWER 's / Co-BORROWER / GUARANTOR's** last known address and any notice required to be given by the **BORROWER / Co- BORROWER / GUARANTOR** under this agreement shall be in writing and sent by Registered Post to the aforesaid address of the **LENDER** and for proving service, it shall be sufficient to show that the envelope containing the notice was properly addressed and posted.

23. **Assignment:**

a) This agreement is personal to the **BORROWER** and the **BORROWER** shall not be entitled to transfer or assign any of its rights or obligations under this agreement to any person directly or indirectly without the prior written consent of the **LENDER** in this behalf. The **BORROWER** further agrees that during the period of this agreement the **BORROWER** shall not part with the Product to any third party.

b) The **LENDER** shall be entitled to assign its rights, obligations, duties and liabilities under this Agreement. In event of such assignment by the **LENDER** and if directed by the **LENDER** the **BORROWER** agrees to perform his obligations under this agreement qua such Assignee.

24. **Securitization:**

a) The **BORROWER** expressly recognises and accepts that the **LENDER** shall be absolutely entitled and have full power and authorized to sell, assign or transfer in any manner, in whole or in part, or in such manner and on such terms as the **LENDER** may decide, including reserving a right to the **LENDER** to retain its powers hereunder to proceed against the **BORROWER** on behalf of the Purchaser, assignee or transferee, any or all outstanding dues of the **BORROWER** to any third party of the **LENDER's** choice without reference to or without written intimation by the **LENDER** or to the **LENDER**.

b) Any such action and such sale, assignment or transfer shall bind the **BORROWER** to accept such third party as creditor exclusively or as a joint creditor with the **LENDER**, or as creditor exclusively with the right to the **LENDER** to continue to exercise all powers hereunder on behalf of such third party and to pay over such outstanding and dues to such third party and/or to the **LENDER** as the **LENDER** may direct.

c) Any cost in this behalf, whether on account of such sale, assignment or transfer or enforcement of rights and recovery of outstanding dues shall be to the account of the **BORROWER**.

d) The **BORROWER** acknowledges and undertakes to pay to third parties the difference between the cheque outstanding and the amount received by the **LENDER** in the event of transfer of the portfolio to a third party.

e) The third party shall have authority of the **BORROWER** to collect the due amount.

25. **Cross Default/Liability:**

The **BORROWER** agrees, confirms and acknowledges that any default by the **BORROWER** under any other Agreement or arrangement or guarantee or security or other In debtless of the **BORROWER** with the **LENDER** shall constitute an event of default under this agreement and vice-versa. The said amounts shall be deemed to be dues under this agreement secured by the security and vice-versa.

26. **Appropriation / Set Off and enforcement of security:**

Without prejudice to what is stated hereinabove, the BORROWER hereby expressly agrees and confirms that in the event of the BORROWER and/or the Co- BORROWER and/or the GUARANTOR failing to pay the outstanding amount under the loan or any other loan/facility or commits default under any agreement/s then the LENDER shall without prejudice to any of it's rights under any other agreements with the BORROWER, shall at it's sole discretion and with prior notice to the BORROWER be at liberty to apply any other money or amounts standing to the credit of the BORROWER and/or the Co- BORROWER and/or the GUARANTOR in any account with the LENDER and / or it's holding/subsidiaries/ associate /affiliate / group company in or towards payment of the Dues or towards the Indebtedness of the BORROWER and / or Co-BORROWER.

In addition, notwithstanding the repayment of the Loan Balance, the **BORROWER** and/or the **Co- BORROWER** and/or the **GUARANTOR** hereby expressly and irrevocably authorizes the **LENDER** to take possession of/sell/transfer or otherwise dispose of any and all security created in favour of the **LENDER** under this Agreement or any other security under the possession or control of the **LENDER**/or the associate/affiliate or group company of the **LENDER** or any other security documents executed in favour of or deposited by the **BORROWER** and/or the **Co-BORROWER** and/or the **GUARANTOR** with **LENDER** and any/or the associate/affiliate or group company of the **LENDER** and appropriate the same towards satisfaction of amounts due to the **LENDER** on account of this agreement or another agreement or transaction entered into by the **BORROWER** and/or the **Co- BORROWER** and/or the **GUARANTOR** or on account of the Indebtedness of the **BORROWER** and/or **Co-BORROWER** and/or the **GUARANTOR**. The provisions of this Agreement and any security document executed pursuant to this Agreement shall apply mutatis mutandis to the manner of disposal of security and appropriation under this Clause.

27. **Disclaimer by LENDER:**

It is expressly clarified and declared that any Manufacturer / Dealer / Supplier for the Product by or through whom this transaction may have been introduced, negotiated or conducted shall not be deemed to be an agent of the **LENDER** and that the **LENDER** shall not be liable for any representation or statements made by such Manufacturer / Dealer / Supplier to the **BORROWER**.

28. **Additional Charges:**

Increase in Taxes / Revisions in Product Price

a) The parties hereto confirm that the Installments have been arrived at after taking into account all relevant taxes, duties, charges and levies applicable as on the date of this agreement. The **BORROWER** agrees that the Installments will be increased by any fresh imposition or increase of Installments, taxes, duties, levies and charges during the subsistence of this agreement. In the event of such taxes, duties, levies and charges increasing during the period of the placing of the order for the Product and its acceptance and eventual delivery to the **BORROWER**, such increases shall also be borne and paid by the **BORROWER**.

b) If the price of the Product (in case of acquiring a new Product) is revised upwards after the date hereof and prior to delivery of Product then in that event the **BORROWER** shall pay all of the additional amount (in addition to the amount already paid or to be paid by him / it along with the Installment's as the price of the Product) that may be required for acquiring the Product at such revised price and the **LENDER** shall not be liable to pay any amount by way of loan or otherwise for such revision in price of the Product.

c) The **LENDER** shall not be responsible for any downward revisions in the Product price by the Manufacturer / Dealer / Supplier after the delivery of the Product and the **BORROWER** will not withhold payment of any instalments on this ground.

d) **The BORROWER shall during the period of this agreement and till all amounts payable under this agreement are paid by the BORROWER in full to the LENDER's satisfaction herein bear all imposts, charges and other duties, taxes and penalties as may be levied from time to time by any government or any other authority pertaining to or in respect of the Product and/or this agreement and pay the same on demand by the LENDER.**

e) The BORROWER agrees to reimburse to the LENDER immediately upon demand Goods & Services Tax (GST) as per applicable rate or any nature imposed now or hereafter whether during or after the termination of this agreement provided it is pertaining to the period of this agreement and till the duration that the BORROWER has paid all amounts to the LENDER under this agreement to the LENDER's satisfaction the BORROWER shall also be liable to reimburse to the LENDER interest, penalty, fee, fine for any other losses that the LENDER may have to bear for reasons of having paid tax, duty, penalty or any other sum.

f) If the **BORROWER** fails to pay the money referred to in sub-clause (a), (b), (d) & (e) above, the **LENDER** may pay the same and the **BORROWER** shall reimburse all sums so paid together with compensation charges as provided in clause 2 (b) hereof.

g) Any failure on the part of the **BORROWER** to pay any such taxes, duties or other outgoings as set out in the sub clauses above, shall constitute a default of the agreement entitling the **LENDER** to take all or any remedial action as contained herein

29. **Liability for Sales Tax / Other taxes of BORROWER:**

Any demand for payment of Goods & Services Tax (GST) as per applicable rate by whatsoever name called made by concerned authorities on the **LENDER** or any such discharge of payments made by the **LENDER** consequent to such demand shall be borne by the **BORROWER** and the **BORROWER** shall forthwith on demand pay and / or reimburse to the **LENDER** the said Goods & Services Tax (GST) as per applicable rate and levies.

a. The **BORROWER** hereby expressly covenants with the **LENDER** that the **BORROWER** will not do or omit to do any act which may result in seizure and / or confiscation of the Product by the central or state government or local authority or any public officer or authority under any law for the time being in force.

b. The **BORROWER** hereby agrees and declares that the **BORROWER's** obligations to pay all Installments and all over due amounts payable under or pursuant hereto shall be absolute and unconditional.

30. **Miscellaneous Provisions:**

a. Reservation of Rights

No forbearance, indulgence or relaxation or inaction by the **LENDER** at any time shall in any way affect, diminish or prejudice the right of the **LENDER** arising out of this agreement or acquiescence to or recognition of rights and / or position other than those expressly stipulated in this agreement

b. Cumulative Rights:

All remedies of either party under this agreement whether provided herein or conferred by statute, civil law, custom or trade usages are cumulative and not alternative and may be enforced successively or concurrently

c. Severability:

No modification or amendment of this agreement and no waiver of any of the terms and conditions hereof shall be valid or binding unless made in writing and duly executed by all the parties to this Agreement.

d. Amendments:

No modification or amendment of this agreement and no waiver of any of the terms and conditions hereof shall be valid or binding unless made in writing and duly executed by all the parties to this Agreement.

e. Payments: The **BORROWER / Co- BORROWER / GUARANTOR** shall not make any payments to any Direct Marketing Associate (DMA) and/or Direct Sales Associate (DSA) and/or any other Marketing & Sales Associate (MSA), whether known by any other name, of the **LENDER.** All payments by the **BORROWER / Co BORROWER / GUARANTOR** to the **LENDER** shall be made directly to the **LENDER.** The **LENDER** shall not be responsible/liable for any payments made by the **BORROWER / Co BORROWER / GUARANTOR** to any DMA/DSA/MSA of the **LENDER** and such payments being misappropriated by the DMA/DSA/MSA. All payments shall be made by crossed account payee cheque or demand draft /pay order payable to Kotak Mahindra Prime Limited.

f. Loan Application: The loan application of the **BORROWER** shall form an integral part of this loan agreement.

g. All documents submitted in connection with the loan application and/or this loan agreement including, but not limited to, photocopies of original documents, photographs, signature verification, address verification, bank details etc. shall become the sole property of the **LENDER** and shall not be returned/handed over by the **LENDER** to the **BORROWER / Co- BORROWER / GUARANTOR** or any person acting on their behalf.

31. **Disclosure of Information:**

The **BORROWER, Co- BORROWER,** and **GUARANTOR** hereby irrevocably agree and consent with the **LENDER** to disclose at any and all times and sharing with or in any manner making available to any agency, bureau, company, firm, association, corporate or unincorporated body, and any other person including any outside agency, the Credit Information Bureau of India Limited (CIBIL) or such other entity (Whether for its own use or for onward communication or disclosure by them to others) any information whatsoever concerning the **BORROWER, Co- BORROWER,** and **GUARANTOR** including their accounts, their financial relationship and history with the **LENDER,** the manner of operation of their accounts, the debit or credit balance in any and all account/s with the LENDER, any default by the **BORROWER, Co- BORROWER,** and **GUARANTOR,** any security created by the **BORROWER /Co- BORROWER / GUARANTOR** in favour of the **LENDER** for this or any other financial relationship or facilities granted or to be granted to the **BORROWER/Co- BORROWER / GUARANTOR** and/or their identities, ages, addresses, communication numbers and addresses and any other information of or relating to the **BORROWER/ Co- BORROWER GUARANTOR's** directors, shareholders, members, partners, and proprietors or immediate family members (hereinafter collectively referred to as "the Information"). The **BORROW / Co- BORROWER / GUARANTOR** shall not hold the **LENDER** responsible for sharing and/or disclosing the information now or in the future and also for any consequences suffered by the **BORROWER / Co- BORROWER / GUARANTOR** and/or others by reason thereof. The provisions of this clause shall survive ever after the term/termination of this Agreement and the repayment of the **BORROWER's** dues by the **BORROWER**.

32. **Arbitration:**

All disputes, differences and / or claim arising out of these presents or in any way touching or concerning the same or as to constructions, meaning or effect hereof or as to the rights and liabilities of the parties hereunder shall be settled by arbitration to be held in accordance with the provisions of the Arbitration and Conciliation Act, 1996 or any statutory amendments thereof and shall be referred to the arbitration of a sole arbitrator to be nominated by the **LENDER**. In the event of death, refusal, neglect, inability or incapability of a person so appointed to act as an arbitrator, the **LENDER** may appoint a new arbitrator. The award of the arbitrator shall be final and binding on all parties concerned. The arbitration proceedings shall be conducted in English language and held at the place more particularly mentioned in the **SCHEDULE- I** of the present agreement hereunder.

33. **Jurisdiction:**

It is further agreed by and between the parties hereto that subject to Clause 31 of this Agreement, the courts having jurisdiction over the arbitration proceeding under the Arbitration and Conciliation Act, 1996 or any statutory amendments thereof shall have jurisdiction in respect of any matter, claims or dispute arising out of or in any way relating to these presents or to anything to be done under or pursuant to these presents or of any clause or provision thereof.

34. **Acceptance:**

a. I / We am / are aware that the **LENDER** shall agree to become a party to this agreement only after satisfying itself with regard to all conditions and details filled by me / us in the agreement in consonance with the **LENDER's** policy.

b. I / We agree that this agreement shall be concluded and become legally binding on the date when the authorised officer of the **LENDER** signing this agreement at the city wherein the **LENDER's** branch which is party to this agreement is situated.

35. The content/s of this Agreement have been read out, explained and interpreted to the **BORROWER / Co- BORROWER /GUARANTOR** in the language known to the **BORROWER / Co- BORROWER / GUARANTOR** and the same has been understood by the **BORROWER**, **Co- BORROWER** and the **GUARANTOR**.

DECLARATION OF BORROWER(S) SIGNS IN VERNACULAR LANGUAGE

The content/s of this Agreement have been read out , explained and interpreted to the Borrower / Co-Borrower / Guarantor in the language know to the Borrower / CB / G and the same has been understood by the Bo/CB/G"

I/we confirm having read and understood the text contained in page no. 14 to 23 of this agreement.

IN WITNESS WHEREOF the parties have hereunto set and subscribed their respective hands to this writing on the day, date, and year as mentioned in the **Schedule I** to this Agreement.

SIGNED AND DELIVERED BY THE }
withinnamed "**Lender**" **KOTAK** }
MAHINDRA PRIME LIMITED }

For **KOTAK MAHINDRA PRIME LTD.**

Authorised Signatory
Lender

For MODI HOUSING PVT. LTD.

Director

SIGNED AND DELIVERED BY THE }
withinnamed **Borrower** }
}

(5)

SIGNED AND DELIVERED BY THE }
withinnamed **Co-Borrower** }
} ★

SIGNEDAND DELIVERED BY THE }
withinnamed **Guarantor** }
} ★★

Fortune Toyota

TAX INVOICE

Inv No:TSL/22-23/3898
Date:13.03.2023

Fortune Motorcars Pvt Ltd.,
9-4-76/A/6, Nizam Colony,
Tolichowki,
Hyderabad
Telangana - 500008
GSTIN:36AAECF9252E1ZM

BUYER:
MODI HOUSING PRIVATE LIMITED
REP BY: GAURANG MODI
2ND FLR 5-4-187/3 AND 4
SOHAM MANSION MG ROAD SECUNDRABAD
500003
PAN NO: AADCM5906D
GST: 36AADCM5906D2ZO

Particulars	Amount
Model: INNOVA HYCROSS HYBRID ZX (O) (7S) BSVI CHASIS NO: MBJABBAA2014028510323 ENGINE NO: M20ANA56410 HSN CODE: 87035030	
Taxable Value	16949.16
CGST@9%	1525.42
SGST@9%	1525.42
Facilitation & Logistic Charges	20000.00
Permanent Registration Charges	
Total Rs:	20000.00
(Rupees Twenty Thousand Only)	

For**Fortune Motorcars Pvt Ltd.,**

FORTUNE MOTORCARS PRIVATE LIMITED ACCOUNTS

Authorized signatory

Fortune Toyota

TAX INVOICE

Customer ·C22039500
M/S MODI HOUSING PRIVATE LIMITED
REP BY: GAURANG MODY
2^{ND} FLR 5-4-187/3&4,
SOHAM MANSION MG ROAD
SECUNDRABAD,RANIGUNJ
HYDERABAD - 500003
TELANGANA
Mobile No. ·7416121573

Invoice No.	: FTH230000306
Date/Time	: 13/03/2023 15:21
Delivery Dealer	: HY05A
Order No.	: ORD220001228
Order Date	: 28/01/2023
Dealer GSTIN	: 36AAECF9252E1ZM
Customer GSTIN/UIN	: 36AADCM5906D2ZO

Hire Purchase/Leased To/Hypothecated To/Lessor: KOTAK MAHINDRA PRIME LTD SOMAJIGUDA BRANCH HYD.

PARTICULARS		AMOUNT(RS.) Debit	Credit
Price of one	:INNOVA HYCROSS HYBRID ZX(7S) PACKAGE : TSS	20,84,965.04	
HSN Number	87034030		
VIN No.	: MBJABBAA201402851~0323		
Engine No.	: M20A NA56410		
Key No.	: 87127		
Ext.Color	: PLATINUM WHITE PEARL		
Int.Color	: BROWN		
Discount			0.00
Unit Price after discount :	2084965.04		
Taxes:			
1 CGST @14.00%		2,91,895.11	
2 UTGST/SGST @14.00%		2,91,895.11	-
3 Compensation Cess @15.00%		3,12,744.76	
TOTAL(Debit/Credit)(Rs.)		29,81,500.00	0.00

Invoice Amount : Rs.29,81,500.00

In words: Rupees Twenty-Nine Lakh Eighty-One Thousand Five Hundred Only

Ex-showroom price is Rs.29,81,500.01

Please Turn overleaf for Terms and Conditions

For FORTUNE MOTORCARS PRIVATE LIMITED

FORTUNE MOTORCARS PRIVATE LIMITED ACCOUNTS

Authorized Signatory

Customer Signature

A Unit of Fortune Group

Fortune Motorcars Private Limited
Sales: 9-4-76/A/6, Nizam Colony, Tolichowki, Hyderabad - 500 008. Ph: 040-29312425/26/27/28. E-mail: sales@fortunetoyota.com
Service: 8-1-22, 22/1/A, 1/B, 1/C, Seven Tombs Road, Tolichowki, Hyderabad–500 008. 040-29312556/57/58/59. E-mail: service@fortunetoyota.com
Web site: www.fortunegroup.net.in CIN No. U50400TG2022PTC159660

TELANGANA TRANSPORT DEPARTMENT

Dear **GAURANG MODY** ,

Thank you for availing online services of the Telangana Transport Department. We are proud to offer you online services for your comfort and convenience. Congratulations on the purchase of your vehicle.
Your vehicle has been temporarily registered with TR No **TS13GTR7445** valid until **11/04/2023**
You must get your vehicle registered at the RTO office **RTA-HYDERABAD-NZ - TS010** ,Any delay will entail a **late fee** which will be collected at the time of Registration.

Please check that you have received the following documents from the dealer:
1. Form 20 (Will be given in duplicate if the vehicle is covered by finance)
2. Form 21(signed by the dealer)
3. Form 22 (given by the vehicle manufacturer duly facsimiled)
4. Life Tax receipt
5. Temporary Registration Certificate
6. Invoice from the Dealer
7. Insurance copy (wherever applicable)

PERMANENT REGISTRATION :

Permanent registration can be done only at the respective RTO office. Please remember you can register your vehicle at the RTO office having juridiction on either your place of residence or business. No requests for data transfer will be entertained.

The registration process is very simple. You will have to bring your vehicle personally along with the above 7 documents with an original copy of address proof (phone bill, electricity bill, passport, voters id card, ration card, bank statement, LIC) and PAN card in case of light Motor Vehicle and get it inspected by the MVI. You or your authorized signatory (In case of company) will have to personally sign in the computer of the Transport Department.
The RC book will be dispatched to you by speed post.

Fees and Service Charges paid to the Transport Department :

Payment made

1. Registration Fee	Rs.	**600.00**
2. Smart Card Fee	Rs.	**200.00**
3. Service Charge	Rs.	**400.00**
4. Postal Charge	Rs.	**35.00**
Total	Rs.	**1235**

You may be liable to differential life tax depending on the number of vehicles registered in your name.

Important :-

Kindly be advised that there is no need to approach the dealer or any unauthorized agent to assist you in registration, it is very simple; just experience the warmth of the services by the Transport Department. For knowing more details visit us on www.transport.telangana.gov.in
Please bring your vehicle with valid documents.

Look forward to see you soon for permanent registration of your vehicle.
Telangana Transport Department

ORIGINAL

TELANGANA TRANSPORT DEPARTMENT

FORM C.R. Tem

Temporary Certificate of Registration

(Rules 86 and 87 of the Telangana Motor Vehicle Rules, 1989)

Temporary Registration Mark	: **TS13GTR7445**
Name of the Owner	: MODI HOUSING PRIVATE LIMITED
Display Name on RC Card	: MODI HOUSING PVT LTD
Father/Husband/Rep. by Name	: GAURANG MODY
Nationality	: Indian
Address	: 2ND FLR 5 4 187 3 AND4, SOHAM MANSION MG ROAD SECUNDRABAD,RANIGUNJ SECUNDRABAD(M) , HYDERABAD(DT) , HYDERABAD
Description of Vehicle	: MOTOR CAR
Class of Vehicle	: MCRN
Maker's Name	: TOYOTA KIRLOSKAR MOTOR PVT LTD
Type of Body	: Station Wagon
Seating Capacity	: 7
Colour	: PLATINUM WHITE PEARL
Engine No	: M20ANA56410
Chassis No	: MBJABBAA2014028510323
Maker's Class	: INNOVA HYCROSS HYBRID ZX(7S) BSVI
Fuel Used	: PETROL
Vehicle to be Registered at	: **RTA-HYDERABAD-NZ - TS010** OPP. HANUMAN TEMPLE TIRUMALAGHERRY ,SECUNDERABAD 500015

Under the provisions of the **Section 43** of the Motor Vehicles **Act, 1988** the vehicle described above has been registered by me and the registration is

TS13GTR7445

Valid From	: **13-03-2023**	ValidUpto	: **11-04-2023**
Tax Paid Rs.	: **596300**		
TR Fees Rs.	: **300.00**		
HPA Fees Rs.	: **1500.00**	Date	: **13-03-2023**
Transaction No	: **49NETR017810189**		
This Vehicle is	***UNDER HYPOTHICATION WITH*** **KOTAK MAHINDRA PRIME LTD SOMAJIGUDA BRANCH HYDERABAD**		
Date	: **13-03-2023**		

MOTORCARS PRIVATE LIMITED ACCOUNTS

Signature and Designation of the Registering Authority

Please collect the following documents from the dealer free of charge:
1) Welcome letter from the Transport Deportment, Temporary registration certificate, Tax receipt, Form 20 (in duplicate if covered by hypothecation), Form 21, Form 22,Invoice, Insurance Papers

Note: Please ensure to get HSRP (Number Plate) affixed at your Dealer from whom the vehicle was purchased after Registration of your vehicle within 4 days from the date of Registration falling which fine would be levied.

GOVERNMENT OF TELANGANA
TRANSPORT DEPARTMENT

TAX RECEIPT

Transaction Number	: **49NETR017810189**	Invoice Date	: **13-03-2023**
ULW	: **1715.00**	Class of vehicle	: **MCRN**
GVW	: **2320.00**	Tax	: **596300**
Seating Capacity	:	HPA Fee	: **1500.00**
Temp Regn No	: **TS13GTR7445**	TR Fee	: **300.00**
Chassis No	: **MBJABBAA2014028510323**	Penality	: **0.00**
Engine No	: **M20ANA56410**	TR Service Charge	: **100.00**
Tax Type	:	Application Fee	: **600**
ToBe Registered At	: **RTA-HYDERABAD-NZ - TS010**	Smart Card Fee	: **200**
Name Of Customer	: **MODI HOUSING PRIVATE LIMITED**	Postal Charge	: **35**
Date	: **13-03-2023**	Reg. Service Charge	: **400**
Invoice Amount	: **2981500.00**	Collected Amt	: **599435.00**
Permit Fee	: **0**	Authorization Fee	: **0**
Permit Service Fee	: **0**		

FORTUNE MOTORCARS ACCOUNTS

AUTHORISED SIGNATORY
K RAMANA

Dear **MODI HOUSING PRIVATE LIMITED ,**

Please collect the following documents from the dealer free of charge:

1) Welcome letter from the Transport Department.
2) Temporary registration certificate.
3) Tax receipt.
4) Form 20 (in duplicate if covered by hypothecation).
5) Form 21.
6) Form 22.
7) Insurance Papers.

With Regards
Telangana Transport Dept.

FORTUNE MOTORCARS PRIVATE LIMITED
9-4-76/A/6,NIZAM COLONY,TOLICHOWKI,Towli Chowki,HYDERABAD

FORM - 21
(See Rule 47 (a) and (d))
SALE CERTIFICATE

Certified that **INNOVA HYCROSS HYBRID ZX(7S) BSVI** has been delivered on **13-03-2023** by us to

1	Name of the buyer	**MODI HOUSING PRIVATE LIMITED**
2	Permanent Address **2ND FLR 5 4 187 3 AND4 SOHAM MANSION MG ROAD SECUNDRABAD HYDERABAD SECUNDRABAD (M) HYDERABAD (DT) TG**	Temporary Address **2ND FLR 5 4 187 3 AND4 SOHAM MANSION MG ROAD SECUNDRABAD HYDERABAD SECUNDRABAD (M) HYDERABAD (DT) TG**

The vehicle is held under agreement of Hire Purchase/Lease/Hypothecation with, **KOTAK MAHINDRA PRIME LTD**

Details of the vehicle are given below :

1	Class of Vehicle	**MOTOR CAR**
2	Maker's Name	**TOYOTA KIRLOSKAR MOTOR PVT LTD**
3	Chassis No.	**MBJABBAA2014028510323**
4	Engine No.	**M20ANA56410**
5	Horse Power / Cubic Capacity	**150.19/1987.00**
6	Fuel Used	**PETROL**
7	No. of Cylinders	**4**
8	Month & Year of manufacture	**03-2023**
9	Seating Capacity (including driver)	**7**
10	Unladen Weight	**1715.00**

11 Maximum axel weight & number & Description of tyres (In case of Transport vehicle)

a) Front Axle=	**225/50R18 95V**	b) Rear Axle=
c) Any Other Axle=	**225/50R18 95V**	d) Tandem Axle=

12	Colour of Body	**PLATINUM WHITE PEARL**
13	Gross Vehicle Weight	**2320.00**
14	Type of Body	**Station Wagon**
15	Blinkers / Indicators Fitted	

FORTUNE MOTORCARS PRIVATE LIMITED ACCOUNTS

Authorised Signatory
(FORTUNE MOTORCARS PRIVATE LIMITED)

FORM - 20
(See Rule 47)

APPLICATION FOR REGISTRATION OF A MOTOR VEHICLE

To be made in duplicate if the vechile is held under an aggrement of hire-purchase/lease/hypothecation and luplicate copy with the endorsement of the registring authority to be returned to the financier simultaneously on egistration of motor vehicle)

To
The Registering Authority,
RTA-HYDERABAD-NZ - TS010

1.	Full Name of person to be registred as Registered owner	MODI HOUSING PRIVATE LIMITED
	Son/Wife/Daughter of	GAURANG MODY
2.	Age of person to be registered as Registered owner	
3.	Permanent Address (Proof to be enclosed) (Electoral Roll/Life Insurance/ Policy/ Passport/ Pay slip issued by any office of the Central Government/State Government or a local body/ Any other document or documents as may be prescribed by the State Government)	2ND FLR 5 4 187 3 AND4 SOHAM MANSION MG ROAD SECUNDRABADHYDERABAD SECUNDRABAD (M) HYDERABAD (DT) TG
4.	Temporary/Official Address (if any)	2ND FLR 5 4 187 3 AND4 SOHAM MANSION MG ROAD SECUNDRABAD HYDERABAD SECUNDRABAD (M) HYDERABAD (DT) TG
5.	Duration of stay at the present address	
6.	The annual income and PAN/GIR number of the owner	
7.	(a) Place of Birth	Village/Town/City: Mandal/Zone: District: State:
	(b) Date of Birth	
8.	If place of birth outside India, when migrated to India	
9.	Declaration of citizenship status (i) If deemed citizen or citizen by birth (Birth certificate and school certificate in support of citizenship as Indian to be enclosed)	
	(ii) If citizenship is acquired by Descent/Registration (In case citizenship acquired by descent, birth certificate, Land/Property document of parent/in case of citizenship acquired by registration, certificate to be enclosed)	
	(iii) If citizenship by Naturalization (Certificate of Naturalization and certificate of registration to be enclosed)	
	(iv) If Non-Indian Citizen (Valid passport or other travel documents and such other document or authority as may be prescribed by law to be enclosed)	
10.	Name and address of the Dealer or Manufacturer from whom the vechile was purchased(sale certificate and certificate of road worthiness issued by the manufacturer to be enclosed)	FORTUNE MOTORCARS PRIVATE LIMITED 9-4-76/A/6 NIZAM COLONY TOLICHOWKI Towli Chowki HYD HYDERABAD - 500008
11.	If ex-army vechile or imported vechile,enclose proof.If locally manufactured Trailer/Semi-trailer,enclose the Approval of design by the State Transport Authority and Note the proceedings number and date of approval	

12.	Class of vechile (if motor cycle,whether with or without gear)	**MOTOR CAR**
13.	The motor vehicle is (a) a new vehicle (b) ex-army vehicle (c) imported vehicle	
14.	Type of body	**Station Wagon**
15.	Type of vehicle	**Non Transport**
16.	Makers name	**TOYOTA KIRLOSKAR MOTOR PVT LTD**
17.	Month and year of manufacture	**03-2023**
18.	Number of cylinders	**4**
19.	Horse power	**150.19**
20.	Cubic capacity	**1987.00**
21.	Maker's classification or if not known,wheel base	**2850**
22.	Chassis No.(Affix pencil print)	**MBJABBAA2014028510323**
23.	Engin Number or Motor Number in case of Battery Operated Vehicles	**M20ANA56410**
24.	Seating capacity (including driver)	**7**
25.	Fuel used in the engine	**PETROL**
26.	Unladen weight	**1715.00**
27.	Particulars of previous registration and registered number(if any)	
28.	Colour or colours of body wings and front end	**PLATINUM WHITE PEARL**
	I here by declare that the motor vechile has not been registered in any state in India	

ADDITIONAL PARTICULARS TO BE COMPLETED ONLY IN THE CASE OF TRANSPORT VEHICLES OTHER THAN MOTOR CAB

29.	Number,description,size and ply rating of tyres,as declared by the manufacturer	a) Front Axle= **225/50R18 95V** b) Rear Axle= c) Any Other Axle= **225/50R18 95V** d) Tandem Axle=
30.	Gross vehicle weight	(a) as certified by manufacturer 2320.00 Kgms (b) To be registered 2320.00 Kgms
31.	Maximum axle weight	a) Front Axle= **1290.00** b) Rear Axle= **1290.00** c) Any Other Axle= **0.00** d) Tandem Axle= **0.00**
32.	(a)Overall length (b)Overall width (c)Overall height (d)Over hang	

The above particulars are to be filled in for a rigid frame motor vehicle of two or more axle for an articulated vehicle of three or more axles or,to the extent applicable,for trailer,where a second semi-trailer or additional semi-trailer are to be registered with an articulated motor vehicle.The following particulars are to be furnished for each such semi-trailer

33.	Type of body	**Station Wagon**
34.	Unladen weight	**1715.00**
35.	Number,description and size of tyres on each axle	
36.	Maximum axle weight in respect of each axle	
37.	The vechile is covered by a valid certificate of insurance under Chapter XI of the Act	Insurance Certificate or Cover Note No **TBA/50196832** Date **13-03-2023**

		of
		(name of company)valid from 13-03-2023 to 12-03-2026
38.	The vechile is exempted from insurance. The relevant order is enclosed	
39.	I have paid the prescribed fee of Rs.	

Signature or thumb impression of the person to be registered as registered owner

Date:

Note:-The motor vechile above described is-

(i) Subject to Hire-purchase agreement/lease agreement with

(ii) Subject to hypothecation in favour of **KOTAK MAHINDRA PRIME LTD .**

(iii) Not held under Hire-purchase agreement,or lease agreement or subject to hypothecation

Strike out whatever is inapplicable,if the vechile is subject to any such agreement the signature of the Financier with whom such agreement has been entered into is to be obtained.

....

Signature of the financier with whom an Agreement of Hire-purchase,Lease or Hypothecation has been entered into

Signature or thumb impress of the registered owner

CERTIFICATE OF INSPECTION OF MOTOR VECHILE

Certified that the particulars contained in the application are true and that the vehicle complies with the requirements of the Motor Vehicles Act 1988 and the Rules made there under

Date:

Ref No

TR No **TS13GTR7445**

Chassis No **MBJABBAA2014028510323**

Engine No **M20ANA56410**

Signature of the Inspecting Authority

Name

Designation

OFFICE ENDORSEMENT

Office of the ....

The above said motor vechile has been assigned the Registration number and registered in the name of the applicant and the vechile is subjected to an agreement of Hire-purchase/Lease/Hypothecation with the financier referred above

Date:

Signature of the Registering Authority

To

The Financer

....

(to be sent by registered post acknowledgment due)

Specimen signature or thumb-impression of the person to be registered as Registered Owner and Financier are to be obtained in original application for affixing and attestation by the Registering Authority with office seal in form 23 and 24 in such a manner that the part of impression of seal or a stamp and attestation shall fall upon each signature

Specimen signature of the financier

(1)

(2)

Specimen signature of the Registered Owner

(1)

(2)

Caringly yours

BAJAJ | Allianz

Bajaj Allianz General Insurance Co. Ltd.

Loyal arcade, 1-7-691, Sudedari main road, Hanamkonda, Warangal.
Help Desk No.:1800-102-5858 IRDA Regn. No. : 113
SERVICING BRANCH GSTIN NO.:36AABCB5730G1ZY , PAN NO.:AABCB5730G

CERTIFICATE OF INSURANCE CUM POLICY SCHEDULE

PRIVATE CAR BUNDLED POLICY (IRDAN113RP0007V01201819) ISSUED AT: 16:04 HOURS ON 13-MAR-2023

POLICY DETAILS

POLICY NUMBER	PROPOSAL NUMBER AND DATE	PERIOD OF OWN DAMAGE (OD) COVER	PERIOD OF LIABILITY (TP) COVER	NEW
TBA/50196832	P19102907 13-MAR-2023	(16:04 HOURS) 13-MAR-2023 To Midnight of 12-MAR-2024	(16:04 HOURS) 13-MAR-2023 To Midnight of 12-MAR-2026	

PREVIOUS POLICY DETAILS

OD POLICY INSURER	OD POLICY NUMBER	PERIOD OF OD POLICY	TP POLICY INSURER	TP POLICY NUMBER	PERIOD OF TP POLICY
		To			To

INSURED DETAILS

NAME	GSTIN	PANCARD NUMBER	UIN	CORPORATE
M/S MODI HOUSING PRIVATE LIMITED	36AADCM5906D2ZO	AADCM5906D	0	PAY AS YOU DRIVE / USE
ADDRESS				DATE OF BIRTH
REP BY : GAURANG MODY 2ND FLOOR 5 4 187 3 AND 4,SOHAM MANSION MG ROAD , SECUNDERABAD , TELANGANA-500003				
NOMINEE NAME	NOMINEE AGE	NOMINEE RELATIONSHIP	MOBILE NUMBER	EMAIL ID
			74****1573	NAVE****@MODI PROPERTIES.COM

VEHICLE DETAILS

VARIANT	MAKE/MODEL	CHASSIS NUMBER	ENGINE/ MOTOR NUMBER	PRIVATE YEAR OF MANUFACTURE
INNOVA HYCROSS ZX(O) EDRIVE	TOYOTA / INNOVA HYCROSS	MBJABBAA201402851~0323	M20ANA56410	2023
HYPOTHECATION/LEASE	INVOICE DATE	CC / KW	SEATING CAPACITY	FUEL TYPE
KOTAK MAHINDRA PRIME LTD SOMAJIGUDA BRANCH	13-MAR-2023	1987	7	HYBRID
GEOGRAPHICAL AREA EXT.	GEOGRAPHICAL AREA	RTO CITY	REGISTRATION NUMBER	VEHICLE USAGE
	INDIA	SECUNDERABAD		-

INSURED DECLARED VALUE (Rs.)

VEHICLE	NON ELECTRICAL ACCESSORIES	ELECTICAL ACCESSORIES	CNG / LPG	TOTAL
2832426	0	0	0	2832426

SCHEDULE OF PREMIUM

A. OWN DAMAGE (OD) SECTION	AMOUNT (Rs.)		B. LIABILITY SECTION	AMOUNT (Rs.)	
BASIC PREMIUM			**BASIC PREMIUM**		
VEHICLE	58462		THIRD PARTY LIABILITY (INCLUDING TPPD)	22751	
NON ELECTRICAL ACCESSORIES	0		GEOGRAPHICAL AREA EXT. (IMT-1)	0	
ELECTRICAL ACCESSORIES (IMT-24)	0		BI FUEL KIT	0	
BI FUEL KIT (IMT-25)	0		**SUB TOTAL (THIRD PARTY LIABILITY)**		22751
SUB TOTAL (BASIC PREMIUM)		58462	**PERSONAL ACCIDENT (PA) COVER**		
GEOGRAPHICAL AREA EXT (IMT-1)	0		COMPULSORY PA COVER FOR OWNER DRIVER (IMT-15) Rs. 15 LAC	0	
IMT 23	0		PA COVER FOR PAID DRIVER (IMT-17) Rs. 2 LAC	300	
SUB TOTAL		58462	PA COVER (200000 FOR 7 UNNAMED PERSONS) (IMT-16)	2100	
DISCOUNTS			**SUB TOTAL (PA COVER)**		2400
VOLUNTARY DEDUCTIBLE (IMT-22A)	0		**LEGAL LIABILITY**		
ANTI THEFT DEVICE (IMT-10)	0		PAID DRIVER (IMT-28)	150	
AA MEMBERSHIP (IMT-8)	0		EMPLOYEE (FOR 0 PERSON) (IMT-29)	0	
HANDICAPPED DISCOUNT (IMT-12)	0		NON-FARE PAYING PASSENGER (IMT-37)	0	
NCB (0%)	0		UNNAMED PASSENGER (0) ON AMBULANCE/HEARSES (IMT- 46)	0	
SUB TOTAL (DISCOUNTS)		0	**SUB TOTAL (LEGAL LIABILITY)**		150
			NET LIABILITY PREMIUM (B)		25301
ADD-ONS		37781	**TOTAL PREMIUM (A+B)**		121544
LOANER CAR PREMIUM (IMT-58)		0	**CGST (9%)**		10939
THEFT AND CONVERSION RISK (IMT-43)		0	**SGST (9%)**		10939
INDEMNITY TO HIRER (IMT-44)		0	**IGST (18%)**		0
PAY AS YOU DRIVE / USE DISCOUNT	0		**UTGST (18%)**		0
NET OWN DAMAGE PREMIUM (A)		96243	**GROSS PREMIUM PAID**		143422

ADD-ON COVERS OPTED IN THE POLICY

CONSUMABLES	NIL DEPRECIATION	ENGINE PROTECT
RETURN TO INVOICE	TYRE AND ALLOY	
PROTECT		BATTERY

The CPA cover is not opted : The insured vehicle is not owned by an individual.

Note:- 1. Issue of Policy is subject to realisation of cheque if premium is paid by cheque. 2. Consolidated stamp duty paid to state exchequer. 3. The Policy is subject to a compulsory deductible of **Rs. 2000 (IMT-22)** and Voluntary Deductible of Rs. 0.

PREMIUM PAYMENT DETAILS :

INVOICE NUMBER : TBA/50196832	**SAC CODE : 997134**	**DESCRIPTION OF SERVICE :** GENERAL INSURANCE SERVICE

Warranty: Warranted that the insured named herein/owner of the vehicle holds a valid pollution under control (PUC) certificate and/or valid fitness certificate, as applicable, on the date of commencement of the policy and undertakes to renew and maintain a valid and effective PUC and/or fitness certificate, as applicable, during the subsistence of the policy. Further, the company reserves the right to take appropriate action in case of any discrepancy in the PUC or fitness certificate.

Limitations As To Use: Use only for social, domestic and pleasure purposes and for the insureds business. The policy does not cover the use for: (1) hire or reward (2) carriage of goods (other than samples or personal luggage) (3) organised racing (4) pace making (5) speed testing (6) reliability trials (7) any purpose in connection with motor trade.

Driver's Clause: Any person including the insured: provided that the person driving holds an effective driving license at the time of the accident and is not disqualified from holding or obtaining such a license. Provided also that the person holding an effective learners license may also drive the vehicle and that such a person satisfies the requirements of rule 3 of the central motor vehicles rules, 1989.

Limits of Liability Clause: Under section ii-1 (i) of the policy- death of or bodily injury. Such amount as is necessary to meet the requirements of the motor vehicle act 1988.under section ii-1 (ii) of the policy damage to third party property is rs.7.5 lakhs.

Important Notice: The insured is not indemnified if the vehicle is used or driven otherwise than in accordance with this schedule. Any payment made by the company by reasons of wider terms appearing in the certificate in order to comply with the motor vehicle act, 1988 is recoverable from the insured. See the clause headed "AVOIDANCE OF CERTAIN TERMS AND RIGHT OF RECOVERY". For legal interpretation, English version will hold good.

Grivence Clause : For resolution of any query or grievance, insured may contact the respective branch office of the company or may call at (1800-102-5858) or may write an email at (customercare@bajajallianz.co.in). In case the insured is not satisfied with the response of the office, insured may contact the grievance officer of the company at (Hitesh.Sindhwani@bajajallianz.co.in).in the event of unsatisfactory response from the grievance office, he she may, subject to vested jurisdiction, approach the insurance ombudsman for the redressal of grievance. Details of insurance ombudsman offices are available at IRDAI website: www.irdai.gov.in, or on the website of general insurance council: www.generalinsurancecouncil.org.in or on the company website (http://general.bajajallianz.com).

I/We hereby certify that the policy to which this certificate relates as well as this certificate of insurance are issued in accordance with the provisions of Chapter X and Cchapter XI of M.V. Act, 1988.

We hereby declare that though our aggregate turnover in any preceding financial year from 2017-18 onwards is more than the aggregate turnover notified under sub-rule (4) of rule 48, we are not required to prepare an invoice in terms of the provisions of the said sub-rule.

BROKER NAME : **Toyota Tsusho Insurance Broker India Pvt Ltd**	SCAN QR CODE TO VIEW THE POLICY	For & On Behalf of **Bajaj Allianz General Insurance Co. Ltd.**
Broker Code / IRDAI Composite Licence No. : 381 (Valid up to 01/09/2023). CIN: U66010KA2008PTC045231 Email ID : bos@ttibl.co.in		

TOYOTA

TUNE MOTORCARS
[illegible]TE LIMITED

[illegible]TUNE TOYOTA

[illegible]o. 8-1-22, 22/1/A, 1/B, 1/C
[illegible]VEN TOMBS ROAD
[illegible]OLICHOWKI, HYDERABAD -
[illegible]00008
[illegible]N No.: Y
[illegible]ax :.
Phone No : .
GSTIN: 36AAECF9252E1ZM
State Code : 36

☐ ORIGINAL FOR RECIPIENT ☐ DUPLICATE FOR TRANSPORTER ☐ TRIPLICATE FOR SUPPLIER

Tax Invoice No./Sales Invoice No. TXA22-06823(Cash)

Reg. No. REGNO

Details of Receiver(Billed To) :
Mr. MODI HOUSING PVT LTD
REP BY SOHAM SATISH MODI
5-4-187/3&4, SOHAM MANSION 2ND
FLOOR, MG ROAD,
SECUNDERABAD TELANGANA
HYDERABAD SECUNDERABAD MG
Mobile 8885583001
Telephone
Fax
MEHER@GMAIL.COM
GSTIN
State Code

Details of Consignee(Shipped To) : GSTIN
Mr. MODI HOUSING PVT LTD
REP BY SOHAM SATISH MODI 5-4-187/3&4,
SOHAM MANSION 2ND FLOOR, MG ROAD,
SECUNDERABAD TELANGANA HYDERABAD
SECUNDERABAD MG ROAD 500003
Mobile 8885583001
Telephone
Fax
MEHER@GMAIL.COM
State Code

Series	:	INNOVA HYCROSS
Full Model Code	:	MAGH10R-APXHBX
VIN No.	:	MBJABBAA201402851
Engine No.	:	M20A-NA56410
Customer ID	:	C22039500
Job Type	:	Customer
Delivery Date/Sale Dealer	:	10/03/2023/HY05A
Reference Document	:	GSJ23-02133
Invoice Date and Time	:	15/03/2023 16:00
Mileage In / Ref. Doc. Date	:	10 kms 15/03/2023
Mileage out / Invoice Date	:	10 kms 15/03/2023
SA code/ LRM code	:	2205898 MAZHER HUSSAIN

Place of Supply : TELANGANA
Contact Name SOHAM SATISH MODI
Contact Phone 0000000000

SL No	Code / Part No.	Description	SAC/HSN	Qty.	UOM	Labour / Unit Price	Discount %	Discount Amount	Taxable Value	Tax Rate(%) CGST	SGST	IGST	Tax Amount CGST	SGST	IGST	Amount with Tax
Labour Charges																
1	ACCINS99	Accessories Installation	998729			7.90			7.90	9	9	0	0.71	0.71	0.00	9.32
Part Charges																
2	A-P6210-0K017	FLOORMAT FABRIC (STD)	57049090	1	N	2,500.00			2,500.00	6	6	0	150.00	150.00	0.00	2,800.00

Central GST for Labour @ 9% : 0.71
State GST for Labour @ 9% : 0.71
Central GST for Parts @ 6% : 150.00
State GST For Parts @ 6% : 150.00

NEW VEHICLE ACCESSORY SALE

.

To experience new level of convenience at your finger tips, download brand new Toyota i-Connect App available on Android Playstore and Apple App Store.
T&C Apply.

IRN NO:

MAZHERHUSSAIN			**Charges**						
			Labour	7.90	7.90	0.71	0.71		9.32
			Parts	2,500.00	2,500.00	150.00	150.00		2,800.00
			Total	2,507.90	2,507.90	150.71	150.71		2,809.32
			Rounding						-0.32
Authorised by	Customer	Cashier	G. Total						2809.00
			Two thousand eight hundred nine rupees Only						

Terms & Conditions : 1. Customer has understood the price, fees, all applicable taxes and charging method of the above items and has made the payment thereafter.
2. Customer declares that the repairs/servicing have been rendered by the dealer as per prior indication and to the satisfaction of the customer.
3. Dealer has offered salvage and replaced parts to customer. Unclaimed salvage will be disposed of without any liability and without any further information to the customer.
4. Customer declares that the vehicle is delivered to him by the dealer in the same condition as received from him, along with authorised [illegible]

Fortune Toyota

TAX INVOICE

Inv No: TSL/22-23/3899
Date: 13.03.2023

Fortune Motorcars Pvt Ltd.,
9-4-76/A/6, Nizam Colony,
Tolichowki,
Hyderabad
Telangana - 500008
GSTIN: 36AAECF9252E1ZM

BUYER:
M/S.MODI HOUSING PRIVATE LIMITED
REP BY : GAURANG MODI
2ND FLOOR , 5 4 187 3 AND 4
SOHAM MANSION, M G ROAD
SECUNDERABAD-500003
PAN NO: AADCM5906D
GST NO: 36AADCM5906D2ZO

Particulars	Amount
MODEL: INNOVA HYCROSS HYBRID ZX(7S),PACKAGE CHASIS NO: MBJABBAA2014028510323 ENGINE NO: M20ANA56410 HSN NO : 87034030	
High Security Registration Plate Charges	524.28
CGST 9%	47.21
SGST 9%	47.21
Total Rs:	619.00
(Rupees: Six Hundred & Nineteen Only)	

For**Fortune Motorcars Pvt Ltd.,**

Authorized signatory

Phone No:
Sold To/Issued To:
Kmpl
For Whom/ID Proof:
Self

भारत INDIA
INDIA NON JUDICIAL
TELANGANA
सत्यमेव जयते
भारतीय गैर न्यायिक

MAR-21-2023 19:51:28

₹ 0001000/-
ZERO ZERO ZERO ONE ZERO ZERO ZERO

Agreement
38153781679428288331-00037354
3815378 05/2013

CAR FINANCE AGREEMENT

THIS AGREEMENT is made on the day, date, and year as mentioned in the **SCHEDULE I** to this Agreement between **KOTAK MAHINDRA PRIME LIMITED**, a Company incorporated under the provisions of the Companies Act, 1956 and having its registered office at 27 BKC, C 27, G Block, Bandra Kurla Complex, Bandra (E), Mumbai - 400051 (hereinafter called "the **LENDER**" and/or "KMPL") of the FIRST PART; AND

The person specified in the **SCHEDULE-I** as **BORROWER** residing at the place specified in the **SCHEDULE- I** (Hereinafter referred to as "the **BORROWER**") of the SECOND PART; AND

The person specified in the **SCHEDULE- I** as **Co-BORROWER** residing at the place specified in the **SCHEDULE-I** (Hereinafter referred to as "the **Co-BORROWER** ") of the THIRD PART; AND

The person specified in the **SCHEDULE- I** as **GUARANTOR** residing at the place specified in the **SCHEDULE-I** (Hereinafter referred to as "the **GUARANTOR**" of the FOURTH PART.

(The expression/s "the **LENDER**" shall where the context so admits means and includes its successors and assigns and the exp[illegible]on "**BORROWER**", or "**Co-BORROWER**" or "**GUARANTOR**" shall, unless it be repugnant to the meaning or context thereof, mean and include, where the par[illegible]ncerned is an individual or a proprietorship firm, his/her heirs, executors and administrators; where the party concerned is a partnership firm the partners or partner for the time being of the said firm, the survivors or survivor of them and the heirs, executors and administrators of the last surviving partner; where the party concerned is the Karta of a Hindu Undivided Family and the borrowing/guarantee is for the purposes of the Hindu Undivided Family, the member or members for the time being of the said Hindu Undivided Family, and their respective heirs, executors, administrators and assigns; and where the party concerned is a company, its successors in title, where the party concerned is an unincorporated body, all the members of such body and their respective successors, where the **BORROWER** is the Governing Body of a Society, respective successors of the members of the Governing Body and any new members elected, appointed or co-opted and where the **BORROWER** is the Trustees of the Trust, their successors.)

Whereas the **BORROWER** has made an application for the purpose of finance facility which is to be regarded as the basis of this Agreement and shall all times be read and construed as part and parcel of these presents and whereas the **LENDER** has considered the Application and agreed to grant to the **BORROWER** the Loan for the Product as hereinafter described in these presents and/or in other writing pursuant to this Agreement on the terms and conditions set out hereafter and it is hereby agreed as follows. However any change in terms and conditions shall be communicated to the **BORROWER** separately.

NOW IT IS AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

MEANING AND INTERPRETATION

"**SCHEDULE**" shall be and mean the **SCHEDULE**(s), to this Agreement;

"**Due Date**" means the date on which an Equated Monthly Installment/Periodic Installment (Installment) of the principal amount of the Loan and/or interest and/or any other amount payable under this Agreement and/or the Loan Balance, as the case may be, is due for payment under any **SCHEDULE-II** or Article of this Agreement;

"**Product**" means Vehicle(s) and/or any other accessories forming part of the product that may be purchased by the **BORROWER** using the Loan or any part thereof, and "**Product**" shall be construed accordingly. It is clarified that a Veh :le or other accessories shall be "**Product**" notwithstanding that the **BORROWER** has, in addition to using the Loan or a part thereof to purchase the vehicle or accessor :s, also used other funds to purchase the Vehicle or accessories.

"**Credit Information**" means all information, documents, representations, particulars of operations and business, financial information, representations on future business prospects and clarifications which has been or may hereafter be furnished by the **BORROWER**, the **Co-BORROWER** or the **GUARANTOR** to the **LENDER** from time to time.

"**Affiliate/s**" means, (a) with reference to an individual any relative of such individual or any partnership firm where such individual or relative of the individual is a partner, or any company where the individual or relative of the individual is a director in control of the company (b) with reference to a company a person that directly, or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, such company; (c) with reference to a partnership firm, any partner of such partnership firm or any company in which such partner is a director; (d) with reference to a HUF, all the members of such HUF; (e) with reference to a trust, all the trustees of such trust; (f) with reference to an Association of Persons, all the persons belonging to the Association of Persons.

"**Indebtedness of the BORROWER**" means any indebtedness of the **BORROWER** and/or the **Co-BORROWER** to the **LENDER** and / or it's holding/subsidiaries/ associate /affiliate / group company at any time for or in respect of monies borrowed, contracted or raised (whether or not for cash consideration) or liabilities contracted by whatever means (including under guarantees, indemnities, acceptance, bond, credits, deposits, hire purchase and leasing by the **BORROWER/Co-BORROWER** or by a person or entity related to or connected with the **BORROWER/Co-BORROWER)**

"**Customers' Internal Rate of Return (CIRR)**" means the rate of interest applicable to the **BORROWER** loan amount sanctioned to the over the tenure of the finance facility and is more specifically described in the **SCHEDULE- III** to this agreement.

"**Down payment**" means the amount paid by the **BORROWER** to the **LENDER** or to the Dealer towards the **BORROWER**'s contribution towards the purchase price of the Product.

"**Vehicle**(s)" means the vehicle(s) described in the **SCHEDULE- II** and shall include any equipment in respect of the Vehicle(s), and all accretions, additions and replacements to the Vehicle(s) and /or the equipment, whenever made, including by way of body building and engine up-gradation etc.

In this Agreement, unless the context otherwise requires:

- The pronouns "he", "she", "it" and their cognate variations are used inter changeably and should be interpreted in accordance with the context;
- Words denoting a person shall include an individual, corporation, company, partnership, trust or other entity;
- References to the word "include" or "including" shall be construed as "including without limitation";
- Reference to any party to this Agreement or any other agreement or deed or other instrument shall include its successors and permitted assigns;
- The **SCHEDULE**/s to this Agreement shall form an integral part of this Agreement;
- **BORROWER** includes the **Co-BORROWER**

The LENDER agrees to lend to the BORROWER and the BORROWER agrees to borrow from the LENDER on the terms and conditions contained herein a sum as mentioned in the SCHEDULE-I (hereinafter called the "Loan amount") for purchase of the Product and any accessories thereon as briefly mentioned in the SCHEDULE-II and/or any communication from the BORROWER to the LENDER. The said Loan along with the interest thereon shall be repaid in Monthly or Periodical Installments/Installment's as mentioned in the SCHEDULE-II.

1. The **BORROWER / Co-BORROWER / GUARANTOR** further agrees to place with the **LENDER** as Security Deposit, the sum as mentioned in the **SCHEDULE-III** on execution of this agreement. The **BORROWER** further agrees to place with the **LENDER** as advance installments, and the sum as mentioned in the **SCHEDULE-III** on execution of this Agreement and the same shall be adjusted towards amounts due against the last installment.

2. The **BORROWER** agrees that so long as the Loan shall continue, the **BORROWER** shall

   a) Pay the **LENDER** the sums mentioned in the **SCHEDULE-II**. The **BORROWER** shall pay the installments as per the due dates mentioned in the **SCHEDULE-II** and/or any repayment **SCHEDULE** drawn pursuant to this Agreement.

   b) Pay the **LENDER**, without prejudice to the rights of the **LENDER**, on demand made by the **LENDER**, Additional Interest at the rate as specified in the **SCHEDULE-III** on the amount that has remained outstanding beyond due date till the date the payment has been made by the **BORROWER** to the **LENDER**. The Additional Interest shall be calculated from the date the Installment was due till the date the payment has been made.

   2.1 The **BORROWER** shall in addition to the payment set out above also pay and agree to observe the following:

   a) Down payment upon the execution of this Agreement. For the purpose of the Agreement, Down payment shall be as set out as per the **SCHEDULE-III**.

   b) Documentation and service charges as per the - III upon execution of this Agreement.

   c) **Electronic Clearing Mandate**

   The **BORROWER** shall handover to the **LENDER** on the execution of this Agreement, Electronic Clearing Service (ECS) / Standing Instructions (SI) / National Automated Clearing House (NACH) (Collectively referred as "Clearing Mandate") for the amount of the Installment's which shall be encashed by the **LENDER** on the due dates. It is further agreed by the **BORROWER** that if so directed and called upon by the **LENDER** he shall in lieu of the Clearing Mandate, mandate its bankers at its own cost, responsibility and consequences, to debit the Installments and/or any charges directly from his account maintained and without prejudice, the **BORROWER** shall be bound and liable to pay all sums to the **LENDER** on the due dates specified herein and time for payment of the same shall be essence of this Agreement. On the failure of the **BORROWER** to effect payment on the due dates specified herein the **LENDER** shall be entitled to the remedies as available under this Agreement.

   d) Without prejudice to the **BORROWER**'s liability to pay the Loan, the **BORROWER / Co-BORROWER / GUARANTOR** as the case may be, and if so required by KMPL shall, arrange with his bank for automatic transfer of the installments from his bank account to KMPL's bank account by way of the Electronic Clearing System or any other same or similar electronic clearing proses or standing instruction.

   e) Any dispute being raised about the computation of the Installments will not entitle the **BORROWER** to withhold payment of any Installments or any portion thereof. It is agreed and understood by the **BORROWER** that the obligation of the **BORROWER** to pay the Installments is absolute and unconditional pursuant to his having executed this Agreement. Dishonour of any Clearing Mandate shall attract **Mandate dishonour charges** as mentioned in the **SCHEDULE-III** hereunder.

   f) The payment of the Installments shall commence as agreed in the **SCHEDULE-II** irrespective of the delivery of the Product.

   g) The Parties to the present agreement irrevocably agrees that any changes in interest rates and charges shall be effective prospectively & after due communication only.

   h) Whereas although the **BORROWER** has agreed to give Clearing Mandate for payment of Instalments, any non-presentation on the part of the **LENDER** due to any reason whatsoever shall not affect the liability of the **BORROWER** to pay the said Instalments. The **BORROWER**, at its own cost and expense, agrees to replace the Clearing Mandate if so required by the **LENDER**.

   i) The **BORROWER / Co-BORROWER / GUARANTOR** (if the **GUARANTOR** had given such in discharge of the **BORROWER's** obligation under this Agreement) as the case may be shall not at any time close the bank accounts / from which Clearing Mandate have been issued and/or issue any communication to the **LENDER** for stopping or postponing the presentation of the said and /any such communication if sent shall be regarded as a dishonour of the Clearing Mandate drawn and constitute default of the terms of this Agreement.

   j) In consideration of the **LENDER** entering into this Agreement with the **BORROWER**, the **BORROWER** shall, in addition to the down payment, deposit with the **LENDER** one installment, as advance installment (as per the **SCHEDULE-III**) which shall be adjusted by the **LENDER** against the first installment (as per the **SCHEDULE-II**). The deposit of advance installment shall not carry any interest.

3. **The BORROWER expressly agrees and covenants with the LENDER:**

   a) To keep the Product in sound and working condition and at all reasonable time to allow the **LENDER** and/or its authorised representative to inspect the same.

   b) Not to engage any person other than authorised mechanics of the Manufacturer or authorized Dealer / Supplier of Manufacturer to affect the repairs, if any, to the Product.

   c) To keep the Product and accessories in the **BORROWER's** own custody and not change the Registration Number / registered address without the **LENDER's** previous consent in writing and not to sell or pawn or hire or otherwise deal with or dispose off the said Product in any manner whatsoever or part with possession.

   d) Without prejudice to the provisions of the Sub-clause c above, it is understood that in no event will the **LENDER** consent to the Product and accessories being removed from the above mentioned address. The **BORROWER** hereby expressly agrees that if he is about to remove the said Product he will give a 15 days prior written notice to the **LENDER** of such intention and will before removing observe such terms as **LENDER** the may stipulate.

   e) To pay the **LENDER** on demand all expenses, costs or charges incurred in ascertaining the whereabouts of the **BORROWER** or the said Product or in recovering or endeavoring to recover the possession thereof from any one in whose possession the Product shall for the time being be.

   f) Not to use the Product as a means of transport in the smuggling of any goods or in the carriage of any smuggled or prohibited goods adapted, altered or fitted for the purpose of concealing such goods or for any other unlawful and/or illegal purpose including but not limited to transport or smuggle of any contraband or narcotics substance etc.

g) Not to sell, pledge, hypothecate, hire or otherwise deal with the Product or part with the possession of the Product or remove it out of the state where the original delivery was effected without the express written permission of the **LENDER** previously obtained and also not to use the Product for any purpose other than that declared in the **BORROWER's** proposal / application as the case may be.

h) To pay in the name and on behalf of the **LENDER** all fees and taxes payable in respect of the Product as and when the same become due and to indemnify the **LENDER** against all such payment.

i) Permit the **LENDER** and/or its authorised representative to inspect the Product at all reasonable times, and for that purpose permit the **LENDER** and / or its authorised representatives to enter any premises where the Product is parked / located.

j) Strictly follow all instructions given by the Manufacturer / Dealer / Supplier for use of the Product.

k) Always remain in possession of the Product and not to pledge, hire or otherwise deal with the Product without the prior express written permission from the **LENDER**.

l) Indemnify the **LENDER** against loss or damage to the Product or any part thereof from whatever cause whether or not such loss or damage is as a consequence of the negligence of the **BORROWER**.

m) Not to do any act to affect the negotiability of the Clearing Mandate (being the Clearing Mandate given under this agreement) and/or writing any letters to the **LENDER** / Bankers to withhold presentation of all or any of the Clearing Mandate due for payment.

n) Undertake to keep the Product covered by a valid permit wherever necessary during the continuance of this Agreement and strictly in accordance with the terms and conditions laid down in the permit/s, if any, issued to him by the registering authority in respect of the Product.

o) This **BORROWER** is obliged to pay Installment's during the contracted period regardless of whether the Product requires repairs or is in operation or not or is working or not and the **LENDER** shall not be liable or responsible for nonperformance, if any, of the Product and further the **BORROWER** shall look solely to the Manufacturer / Supplier / or Dealer of the Product as the case may be for the performance of all guarantees and warranties with respect to the Product.

p) It is agreed that the **LENDER** shall be entitled to levy service charges for rendering services to the **BORROWER** under this agreement and the **BORROWER** shall pay the same on demand, failure on part of the **BORROWER** shall be a default of the terms of this agreement entitling the **LENDER** to take remedial steps as set out hereinafter in the agreement. The **BORROWER** acknowledges that levy of such service charges by the **LENDER** are reasonable and indeed recoverable and he shall not set up any defence against the demand thereof. These service charges called Miscellaneous Additional Charges for the services shall be those set out in the **SCHEDULE-III** hereto and/or as may be prescribed by the **LENDER** from time to time for such or any services it has to render to the **BORROWER** at his request or which has become necessitated due to change/modification in the statute.

q) The **BORROWER** and/or the **Co-BORROWER** agrees that if any amounts are outstanding for payment by the **BORROWER** and / or the **Co-BORROWER** (not being the Installments as set out herein) including on account of the indebtedness of the **BORROWER / Co-BORROWER** in respect of any dues repayable by them under this agreement or any other contract / agreement which they have entered into with the **LENDER**/it's affiliate (including under guarantees , indemnities or other by whatever name called) the **LENDER** shall be entitled to encase the Clearing Mandate for the satisfaction of such outstanding amounts not withstanding that such Clearing Mandate have been deposited / furnished to the **LENDER** for the payment of Installments and the **BORROWER** and / or the **Co-BORROWER** shall continue to be indebted to the **LENDER** for the Installments.

r) To inform the **LENDER** of any change in address and/or phone number(s) and/or e-mail address within seven (7) days of such change taking place.

s) In the event of any cheque(s)/draft(s) issued by the **BORROWER / Co-BORROWER / GUARANTOR** to the **LENDER** for payment of Installment and/or any other charges/dues being lost/stolen/misplaced/damaged, the **BORROWER** agrees to replace the said cheque(s)/draft(s) of given amount within seven (7) days of being informed of the same by the **LENDER**.

4. **Insurance**

4.1 The **BORROWER** shall at his own cost insure and keep insured the Product with an Insurance Company registered with Insurance Regulatory and Development Authority of India **("IRDAI")** during the entire tenure of the contract and also till it has paid all amounts under this agreement to the satisfaction of the **LENDER** duly insured covering comprehensive risks including but not limited to civil commotion, riot, flood, tempest, earthquake and unlimited third party risk. If the **BORROWER** fails to so insure the Product or to keep it so insured, the **LENDER** shall without prejudice to any of its rights under this agreement in consequence of the said failure though not bound, may insure the Product and keep it insured for which the **BORROWER** shall reimburse to the **LENDER** on demand all charges and expenses as may be incurred for such insurance by the **LENDER**. The **BORROWER** shall produce evidence of such insurance as the **LENDER** may require. The **BORROWER** hereby irrevocably appoints the **LENDER** as his agent for the purpose of receiving all moneys payable under the said policy of insurance and to do all acts for that purpose and give discharge thereof and the **LENDER** may notify the insurers of this condition.

4.2 The **BORROWER** shall use the Product himself and through his servants and agents strictly in accordance with the terms and conditions of the insurance policy and shall not do or permit to be done any act or thing which may render such insurance invalid and use the Product legitimately and not engage in any unlawful or illegal activity by which the ownership or custody of the Product is in any way jeopardized.

4.3 In case the **BORROWER** proposed to opt for Kotak Car Loan Cover (as offered by the **LENDER** under the terms and conditions of the Insurance Policy Number as mentioned in the **SCHEDULE-III** attached herewith), the **LENDER** hereby conveys its acceptance to the aforesaid proposal of the **BORROWER** by offering the financial facility for the purpose of financing the premium (including statutory, other levies, duties, handling, administrative and other charges as mentioned in **SCHEDULE-III** attached herewith) to enable the **BORROWER** to avail the insurance cover as offered under the aforesaid Insurance Policy. Such amount is forming part of and is included in the Loan Amount as mentioned in the **SCHEDULE-I** attached herewith. The **BORROWER** hereby acknowledges that, the **LENDER** has right to reject such proposal of Kotak Car Loan Cover by not offering the said financial facility (proposed to be opted by the **BORROWER** for the purpose of financing the premium) to the **BORROWER**. With these presents the **BORROWER/Co-BORROWER** and **GUARANTOR** acknowledge and accept the **LENDER's** right of acceptance and rejection of the aforesaid proposal of financing for Kotak Car Loan Cover and shall abide by all or any of the request as has been approved by the **LENDER** under the Loan Agreement.

4.4 Where the **BORROWER** has opted and the LENDER has provided for Kotak Car Loan Cover, the **BORROWER** shall abide by all the terms and conditions as mentioned in Good Health Declaration executed by him on the date as mentioned in the **SCHEDULE-III** attached herewith. The **BORROWER** also hereby declares that all the statements and averment made therein in aforesaid Good Health Declaration are true and correct.

5. The **BORROWER** in whose name the Product is going to be registered acknowledges with the express consent of the **Co-BORROWER** and the **GUARANTOR** that the **BORROWER** shall, at the time of delivery of the Product to the **BORROWER**, by an oral agreement, hypothecate the Product in favour of the **LENDER** in order to secure the **LENDER's** dues and charges on the terms and conditions contained in this agreement and upon such oral

agreement the Product shall stand hypothecated in favour of the **LENDER**. The **BORROWER** undertakes to get the registration certificate of the Product endorsed with the name KOTAK MAHINDRA PRIME LIMITED in accordance with clause 9 below within a period of 15 days from the date of delivery of the Product to confirm and record the fact that the has hypothecated the Product in favour of the at the time of delivery of the Product to the as per the provisions of this agreement. The parties hereto agree that the endorsement of the registration certificate and/or vehicle registration records of the Road Transport Authority with the name KOTAK MAHINDRA PRIME LIMITED as stipulated in Clause 9 shall operate as conclusive evidence of such hypothecation. Provided that the default by the **BORROWER** to get the Registration Certificate endorsed with the name KOTAK MAHINDRA PRIME LIMITED shall not be deemed to be or construed as an absence of the **BORROWER's** oral hypothecation of the Product in favour of KMPL as mentioned above simultaneous with the delivery of the Product. The **BORROWER** undertakes to supply the details of the Product (either directly or through the Dealer/Supplier) as soon as such details are available. The said proposed hypothecation shall be by way of first and exclusive charge against the **LENDER's** dues and charges. The **BORROWER** shall not encumber or transfer the Product in any manner whatsoever without the express consent in writing of the **LENDER**. Without prejudice to the above, the **BORROWER** has also, pursuant to a Power of Attorney, authorised the **LENDER** to hypothecate the Product in favour of the **LENDER** at the time of delivery of the Product to the **BORROWER** or at any time thereafter.

6. The **BORROWER** shall not encumber or transfer the hypothecated Product in any manner whatsoever without the express consent in writing of the **LENDER**. The **BORROWER** undertakes to get the registration certificate endorsed with the name of KOTAK MAHINDRA PRIME LIMITED to further confirm and record the fact that the Product stands hypothecated to the **LENDER**.

7. The **BORROWER** confirms that the Product has been examined and/or tested and is in good working order and condition and satisfactory to the **BORROWER**. The **BORROWER** further agrees that the **LENDER** is not in any way responsible for the non-performance of all or any guarantees and warranties in respect of the said Product.

8. The **LENDER** shall pay interest at the rate specified in the **SCHEDULE-I** (subject to TDS, and Goods & Services Tax (GST) as per applicable rate) on the security deposit to the **BORROWER / Co-BORROWER / GUARANTOR**. The accrued interest shall be paid to the **BORROWER / Co-BORROWER / GUARANTOR** at the time of maturity of the transaction. It is however agreed that in the event of this Agreement coming to an end prior to the term of the total period (as per the **SCHEDULE-II**) either because of termination being effected by the LENDER or because of the **BORROWER** exercising option of prepayment or upon the **LENDER** recalling the Loan upon any default on the part of the **BORROWER** then upon repayment of the Security Deposit at that stage, the **LENDER** shall not be liable to pay the stipulated rate of interest on the security deposit but **shall pay interest at a rate which is 2% less than the stipulated rate of interest on the security deposit**.

   8.1 The **BORROWER / Co-BORROWER / GUARANTOR** (as the case may be) hereby confirms an unconditional and absolute lien on the **LENDER** in respect of the security deposit and interest accruing thereon in terms of Clause 8 above and grants to the **LENDER** an unconditional right to adjust these moneys in such manner as deemed fit and necessary by the **LENDER**.

   8.2 **Notwithstanding anything else herein contained, the LENDER will have absolute discretion to appropriate the deposit if any, received from the BORROWER / Co-BORROWER / GUARANTOR as the case may be notwithstanding anything contrary contained elsewhere herein against any dues in respect of the Installments, compensation or any other dues under this Agreement or in respect of dues under any agreement with the LENDER/it's affiliate.**

   8.3 It is hereby agreed and understood by the **BORROWER / Co-BORROWER / GUARANTOR** that whenever the **LENDER** is required to pay back the security deposit to the **BORROWER / Co-BORROWER / GUARANTOR** in terms of this clause the same shall be paid against the **BORROWER / Co-BORROWER / GUARANTOR** submitting the original Security Deposit Receipt duly discharged. In case the **BORROWER / Co-BORROWER / GUARANTOR** for any reason whatsoever is unable to produce the Original Security Deposit Receipt then he shall execute and furnish a Deed of Indemnity at his own cost and expense in such form and manner as the **LENDER** may require for the purpose.

9. The **LENDER** agrees to permit **BORROWER** the to have the registration of the Product in his own name provided that in the registration certificate the name of the **LENDER** is endorsed as following:

   "The Product described above is held and hypothecated under a Loan agreement with KOTAK MAHINDRA PRIME LIMITED, 27 BKC, C 27, G Block, Bandra Kurla Complex, Bandra (E), Mumbai-400051."

   9.1 The **BORROWER** agrees that he shall send a copy of the invoice as also the RC book to the LENDER containing the endorsement of hypothecation of the Product effected as stipulated in clause 5 above in favour of the **LENDER** within 15 days of his having taken delivery of the Product.

   9.2 The **BORROWER** agrees and confirms that failure on his part to comply with the provisions of clause 9.1 hereinabove, shall be a default on his part under the terms of this agreement.

   9.3 The **BORROWER** and the **Co-BORROWER** are jointly and severally liable to perform and observe the terms and conditions of this agreement.

10. **Promissory Note:**

   Upon execution of this Agreement the **BORROWER / Co-BORROWER / GUARANTOR** (all of them or as the case may be) shall execute a Promissory Note of the value of the Total Installments less the advance installments along with the rate of interest applicable. It is expressly clarified that such Promissory Note shall be by way of collateral security for repayment of loan and shall not be deemed to be conditional payment of Installments.

11. **Agreement Inter-se between BORROWER / Co-BORROWER.**

   a) It is agreed inter-se between the **BORROWER** and the **Co-BORROWER** that although both the **BORROWER** and **Co-BORROWER** are jointly and severally liable to perform and observe all the terms and conditions of this agreement, the **Co-BORROWER** has permitted the **BORROWER** to register the Product in his name and not withstanding such registration in the exclusive name of the **BORROWER**, the **Co-BORROWER** shall be and continue to be liable for duly observing and performing the terms of this agreement and the **LENDER** shall be entitled to proceed against the **Co-BORROWER** and / or the **BORROWER** as it deems appropriate for enforcement of its rights herein, and the

   Co-BORROWER shall not set up any defence against the **LENDER** therefor, stating that the Product is registered only in the name of the **BORROWER**.

   b) If the **BORROWER / Co-BORROWER** is desirous of changing the Clearing Mandate which they have deposited with the **LENDER** towards payments of the Installments due to any reason whatsoever (including but not limited to change in the bank account) then they shall do so only after obtaining written consent therefor from the and **LENDER** upon paying such sum as mentioned in the **SCHEDULE-III** hereunder to the **LENDER** as charges / towards service charges for effecting the change in its record.

12. **Condition of the Product:**

   a) The **BORROWER** shall be exclusively responsible for getting the delivery of the Product from the Manufacturer or the Dealer / Supplier. The **LENDER** shall not be liable for any delay in delivery or any demurrage or the quality / condition / fitness of the Product. The **BORROWER** absolves the **LENDER** from any liability in respect of above and that the **BORROWER** agrees not to withhold payment of stipulated Installments on pretext that Product has not been delivered or is not in an acceptable condition.

   b) The **BORROWER** confirms that the Product has been examined, tested and inspected by him to be in good working order to the satisfaction of the **BORROWER**. No claim or objection shall be admissible against the **LENDER** as to the quality or completeness and correctness of the Product. It is expressly clarified that the **LENDER** shall not be responsible nor liable in any way whatsoever for the non-performance of all or any of the guarantees and warranties in respect of the said Product granted or given by the Manufacturer / Dealer / Supplier.

c) The **LENDER** does not have any liability in case the Manufacturer discontinues the Product and / or alters the Product specification.

d) The **LENDER** shall not be liable to the **BORROWER** for any liability, claims, loss, damage or expenses of any kind or nature:

1. Caused directly or indirectly by the Product or any inadequacy thereof, or any defect therein or by the use thereof, or in relation to any repairs, servicing, maintenance or adjustment thereto, or any delay in providing or failure to provide the same or in relation to any loss;
2. Of business or any damage whatsoever and howsoever caused;

e) The **LENDER** has not made any and does not hereby make any representation or warranty with respect to the merchantability, fitness, condition, quality, durability, suitability, usage or operation of the Product with any respect;

13. **Events of Default:**

An event of default shall occur hereunder if the BORROWER:

1. **Fails to pay any of the Installments or a part thereof or other payment required hereunder when due whether on demand or not; or**
2. Fails to effect insurance cover of the Product or fails to pay insurance premiums as and when due or fails to reimburse the same to the **LENDER** if paid by the **LENDER**, or under any other document furnished to the **LENDER** in connection herewith; or
3. Fails to perform or observe or carry out any other covenant, condition or Agreement to be performed, observed or carried out by the **BORROWER** hereunder or under any other document furnished to the **LENDER** in connection herewith; or
4. Without the **LENDER's** consent sells, transfers, parts with possession or sub-lets or charges or encumbers or creates any lien on or endangers the Product in the opinion of the **LENDER**; or
5. Dies or commits an act of bankruptcy or become insolvent or bankrupt or is wound up or makes an assignment for the benefit of creditors, or consents for the appointment of a trustee or receiver, or either a trustee or a receiver shall be appointed for the **BORROWER** or for a substantial part of **BORROWER's** property without the **LENDER's** consent or any bankruptcy or re-organisation, or insolvency proceedings or winding up proceedings shall be instituted by/or against the **BORROWER**, voluntary or otherwise; It is expressly clarified that the Product shall not be considered to be the property of the **BORROWER** in the event of **BORROWER** being adjudged as insolvent or having a receiver or liquidator appointed; or
6. Suffers adverse material change in the financial condition from the date hereof, and as a result thereof, the **LENDER** deems itself or the Product to be unsecured; or
7. Is in default under any hire purchase or other agreement at any time executed with the **LENDER** or with any bank or financial institution / body corporate or any other creditor ; or
8. Commits breach of any of the terms of this agreement; or
9. Is unable to prevent the Product from being confiscated, attached or taken into custody by any authority or from becoming subject of any execution proceedings under the law; or
10. Is unable to park the Product in a proper parking place under lock and key leading to the Product being stolen away or is in a total loss in the opinion of the **LENDER**; or,
11. Is unable to convince the **LENDER** about the ability of the **BORROWER** to meet his obligation/s under this agreement; or
12. Does any act, deed or thing which in the sole opinion of the **LENDER** prejudices the rights of the **LENDER** in relation to the Product; or
13. Has an execution or sequestration levied against his estate or allows the Product to be seized under any distress, execution or any other process or to be detained by reason of any alleged lien ; or
14. Transfers the Product outside the State where the original delivery was effected without the previous written approval of the **LENDER**; or
15. Is unable to protect and take appropriate care of the product leading to the Product being destroyed for any reason whatsoever.

14. **Example of classification of loan account as Non-Performing Asset (NPA) and Special Mentioned Account (SMA)**

For E.g.: Mr. A has obtained term loan of 5 lakhs from Kotak Mahindra Prime Limited (KMPL) on 1st January 2021. Equated Monthly Installment (EMI) of the loan is Rs 10000/-, of which the Principal component is Rs 8000/- and the interest component is Rs 2000/-. Due date of repayment of EMI by Mr. A is 5th of every month for a fixed tenure.

Scenario 1:-

If Mr. A. fails to pay interest component of the loan, i.e. Rs 2000/- or any such amount arrived at by KMPL on or before the due date and only the interest component applied at specified rests (i.e. whether daily or monthly or yearly) remains overdue for a period of 90 days or more, the loan account would be classified as NPA.

Or

Scenario 2

If Mr. A. fails to pay principal component of the loan, i.e. Rs 8000/- on or before the due date and only the principal amount remains overdue for a period of 90 days or more, the loan account would be classified as NPA.

Or

Scenario 3

If Mr. A. fails to pay both principal and interest component of the loan (EMI), i.e. Rs 10000/- or any such amount arrived at by KMPL on or before the due date and the entire EMI remains overdue for a period of 90 days or more, the loan account would be classified as NPA.

The date of SMA/NPA shall reflect in the asset classification status of a loan account at the day-end of that calendar date.

For E.g.: Example: If due date of a loan account is March 31, 2021, and full dues are not received before the KMPL runs the day-end process for this date, the date of overdue shall be March 31, 2021.

If it continues to remain overdue, then this loan account shall get tagged as SMA-1 upon running day-end process on April 30, 2021 i.e. uponcompletion of 30 days of being continuously overdue. Accordingly, the date of SMA-1 classification for that loan account shall be April 30, 2021.

Similarly, if the loan account continues to remain overdue, it shall get tagged as SMA-2 upon running day-end process on May 30, 2021 and if continues to remain overdue further, it shall get classified as NPA upon running day-end process on June 28, 2021.

15. **Consequences upon event of default:**

15.1 **Upon the occurrence of any event of default and any time thereafter, the LENDERs shall, with or without notice, to the BORROWER be entitled to declare all sums due and to become due hereunder for the full term of the agreement as immediately due and**

payable including that the BORROWER shall be liable to pay to the LENDER pre-payment interest calculated as the percentage (as per the SCHEDULE-III) of the balance principal outstanding along with other dues including unpaid installments, taxes, Additional Interest, etc. due as on date of such declaration and upon the BORROWER failing to make the said payment in full immediately, the LENDER may, at its sole discretion, do any one or more of the following shall be entitled to the following remedies:

i) Upon notice to the **BORROWER** terminate this Agreement : and/or

ii) Upon Notice, demand that the **BORROWER** return the Product to the **LENDER** at the risk and expense of the **BORROWER**, in-the same condition as was delivered to it (ordinary wear and tear excepted) at such location as the **LENDER** may designate. Upon failure of the **BORROWER** to deliver the product as stated above within the period of demand, the **LENDER**, its agents, constituted attorney and/or any other person appointed by the law for such purpose may in accordance with the law shall take immediate possession of the Product and remove the same without liability to the **LENDER** or its agents or such entry or for damage to property or otherwise. Upon such return of the Product or upon the **LENDER** taking possession of the Product as herein before stated the Loan herein granted by the **LENDER** to the **BORROWER** shall stand cancelled and provided however the remedies available to the **LENDER** as herein given shall survive such cancellation of the Loan and the **LENDER** shall been titled and authorised to exercise its right herein including in connection with the Product to recover its dues under this agreement. Notwithstanding as stated above the **BORROWER** waives the requirement of prior notice in the eventuality of establishing the cases of extreme exigency; and/or

iii) On such terms and conditions and for realizable consideration which the **LENDER** may receive and with prior notice providing final opportunity to make the outstanding amount to the **BORROWER**, sell the Product at a public or private sale, otherwise dispose off, hold, upon such terms, the Product or use, operate, lease to.others or keep idle give on hire such Product, all free and clear of any rights to the **BORROWER** and without any duty to account to the **BORROWER** for such action or inaction thereof, so as to recover the outstanding amount payable by the **BORROWER**. Notwithstanding as stated above the possession of the Product may be returned to the **BORROWER** in the eventuality of realization of outstanding amount by the **BORROWER** to the satisfaction of **LENDER** ; and/or

iv) **By written notice to the BORROWER, require the BORROWER to pay to the LENDER (as liquidated damages or loss and not as a penalty) on the date specified in such notice, an amount equal to all unpaid Installments payments and all other payments which, in the absence of a default, would have been payable by the BORROWER hereunder for the full term hereof plus Additional Interest at the rate of 36% per annum for the period until receipt of the said amount; and/or**

v) Exercise any other right of remedy which may be available to the **LENDER** nder the applicable law.

vi) It being agreed and understood by the **BORROWER** that the right to e **LENDER** to recover the amount payable and/or repayable or reimbursable to the satisfaction of the shall survive any such cancellation of Loan and / or termination of the agreement and the 's rights wherever given in connection with initiating of action for enforcing its rights to recover the amount shall also survive the cancellation of the Loan or the termination of the agreement, as the case may be, and the shall be entitled to take all or any of the steps therefor and the shall not take defence of such termination or cancellation of Loan under this agreement

15.2 a. **Distribution on realization:**

The net proceeds of sale, realization, recovery and/or insurance claim proceeds relating to the Product herein, on receipt by the **LENDER** shall be applied at the sole and absolute discretion of the **LENDER** in the manner the **LENDER** thinks fit. The **BORROWER** shall continue to be liable for any deficiency in the amount due to the **LENDER** by the **BORROWER** after adjustment of the net proceeds of sale, realization, recovery and/or insurance claim as above.

b. No interest or compensation shall be payable by the **LENDER** to the **BORROWER** on the proceeds to be held by the **LENDER** or during the period the same shall be held by the **LENDER** for being applied in terms of clause 14.2(a) on distribution or realization.

c. Upon the termination or earlier determination of this agreement or the cancellation of the Loan as the case may be, the **LENDER** shall be absolutely entitled or be at liberty to sell or otherwise dispose off the Product in such manner as they may deem fit including by private sale which shall be acceptable to the **BORROWER**.

d. If the price recovered on such sale or disposal falls short of the aggregate amount of installments remaining due and payable, the **LENDERs** may, by a notice in writing call upon the **BORROWER** to pay the difference within such days of the receipt of the Notice by the **BORROWER**, together with all overdue sums, owing and payable by the **BORROWER** to the **LENDER** under or by virtue of these presents and the **BORROWER** agrees to make such payment without demur;

15.3 In addition and without prejudice to what is stated above, the **BORROWER** shall be liable for all legal and other costs and expenses resulting from the foregoing defaults from exercise of the **LENDER's** remedies, including but not limited to possession of any of the Product and / or collection recovery of all or any charges payable by the **BORROWER / Co- BORROWER** as the case may be.

15.4 No remedy referred to hereinabove is intended to be exclusive, but the same shall be in addition to any other remedy available to the **LENDER** at law. The **LENDER** reserves the rights to appoint bankers or financial institutions or any other person it deems fit as their attorney or agent for the purpose of enforcing their right and remedies under this agreement

16. **Pre-payment of the Loan**

a. Subject to the provisions contained in this clause 15 below, the **BORROWER** shall be permitted to make part or full prepayment of the Loan in accordance with the other terms and conditions as contained in **SCHEDULE- III**.

b. part prepayment shall be allowed only after six months from the date of commencement of the monthly installments.

c. The minimum amount for part Prepayment payable for each such prepayment is at least equal to the amount comprising of four consecutive future installments. Prepayment is permissible for a maximum three times in a financial year.

e. If the **BORROWER** makes any full or part prepayment without fulfilling the conditions determined by the **LENDER**, the **LENDER** shall be entitled to appropriate the same in such manner as it deems fit and the **LENDER** will give the **BORROWER** credit for the same only on due date and not before.

f. Any full/part prepayment of the Loan would not be permitted unless the makes payment of the Charges mentioned in the **SCHEDULE- III**.

g. For any part or full prepayment, **BORROWER** will have to give a prior notice in writing of 15 days to the **LENDER**.

h. The **BORROWER** agrees that the part Pre-payment shall not have any effect on the amount of monthly installments, payable by the **BORROWER**.

17. This agreement is personal to the **BORROWER** and his right and / or obligations shall not be assignable or chargeable by him directly or indirectly.

18. It is expressly agreed and declared that any Dealer of the Product by or through whom this transaction may have been introduced, negotiated or conducted is not an Agent of the **LENDER** and that the **LENDER** has no liability for any representations or statements not made directly by the **LENDER** to

the **BORROWER**.

19. The **BORROWER** irrevocably agrees that the Installments will be increased by Goods & Services Tax (GST) as per applicable rate or any other related and consequential charges now or hereafter levied on this transaction, with retrospective or prospective effect. The Installments shall also be increased by any increase in the purchase price of the Product in the intervening period between placement of the Order and its acceptance and eventual delivery of the Product, if such increased in the price is funded by way of Loan to the **BORROWER**. The **BORROWER /Co-BORROWER** and/or **GUARANTOR** agrees and undertakes to promptly (and in any event within 7 days of being so required by the **LENDER**) pay the following :

a) **all present and future duties, taxes, expenses and any other charges whatsoever in relation to this Agreement, the Product(s) and/or the Security and**

b) **all other charges, costs and expenses from time to time specified by the LENDER (including all costs and expenses incurred or paid by the LENDER) in relation to this Agreement in accordance with the provisions of this Agreement and**

c) **all expenses and charges, including legal charges, incurred by the LENDER for enforcement of this Agreement and/or any Security including those incurred for repossession and/or sale of the Product(s) and/or for recovery of the Loan Balance or any part thereof.**

If the **LENDER** in its discretion makes any such payments, the **BORROWER / Co BORROWER** and/or **GUARANTOR** undertakes to reimburse the **LENDER** within 7 days of being informed by the **LENDER** of the same, along with interest thereon at the rate mentioned in the **SCHEDULE- III** in respect of the Loan. In particular, the **BORROWER** agrees and undertakes to pay the charges, costs and expenses as mentioned in the Agreement.

20. A) Liabilities of **GUARANTOR :-**

The **GUARANTOR** at the request of the **BORROWER** agrees that his obligations shall be concurrent with those of the **BORROWER / Co-BORROWER** in all respects as if he himself was **BORROWER** the and guarantees to the **LENDER** :

i) The regular and punctual payment of all installments by the **BORROWER** and the due performance and observance of all the terms and conditions of this agreement by the **BORROWER** ;

ii) Payment to the **LENDER** of all moneys becoming payable to it under or by virtue of this agreement either by way of debt or Borrowing or damage or cost or expenses or otherwise whatsoever;

B) The **GUARANTOR** further agrees:

i) to renounce the rights to claim the **BORROWER's** property and any other benefits to which sureties are by law otherwise entitled ;

ii) that the neglect or forbearance of the **LENDER** in enforcing payment of any moneys due under this agreement or any other indulgence shown to the **BORROWER** shall not release the **BORROWER** and/or the **Co- BORROWER / GUARANTOR** from the several obligations under this agreement or in any way alter or affect the rights of the **LENDER** under or in respect of the agreement or the Product.

21. **The GUARANTOR in consideration of the LENDER agreeing to grant this Loan to the BORROWER further agrees, declares and guarantees as under:**

1. The **BORROWER** shall observe and perform the terms and conditions of this agreement and shall pay on demand all moneys due or which may become due under this agreement by way of Installments, interest, damages, cost, charges or expenses and the **GUARANTOR** further agrees and guarantees that if the **BORROWER** shall make any default in observance and performance of any of the terms and conditions or payment of any monies due and payable hereunder, the **GUARANTOR** shall forthwith on demand, without demur and irrespective of any dispute or difference pending between the **LENDER** and the **BORROWER** or any raised by the **BORROWER** pay to the **LENDER** such monies in payment whereof default shall have been made with interest thereon 36% at per annum from the date of the default till the payment and shall pay to the **LENDER** all claims, damages, loss, cost, charges or expenses which the **LENDER** may suffer, incurs or be put to as a result of default by the **BORROWER**.

2. The **GUARANTOR** agrees with the **LENDER** that the **LENDER** shall be at liberty to make variations in this agreement or in any terms and conditions thereof including manner of the payment of Installments or to enter into any arrangement with the **BORROWER** or to show any indulgence or to give time or not to sue, without any way affecting the liability of the **GUARANTOR** and the **GUARANTOR** hereby agrees that the **GUARANTOR** shall not be discharged from the liability hereunder by the **LENDER** releasing the **BORROWER** or any of the security it may hold by any act of omission or commission, the legal consequences whereof may otherwise have been to discharge the **GUARANTOR**.

3. The **GUARANTOR** waives in favour of the **LENDER** all or any of the rights that the **GUARANTOR** may have against the **LENDER** as surety or otherwise in law or otherwise to give effect to the provision hereof.

4. A notice of demand by the **LENDER** against **GUARANTOR** the shall be the final and conclusive evidence that the **BORROWER** has committed a default and that the moneys and the amount claimed thereunder is due and payable by the **BORROWER** to the **LENDER** and the **GUARANTOR** shall not be entitled to challenge the notice on the ground that no default has been committed or the amount mentioned therein as due and payable is not payable or on any other ground.

5. The **GUARANTOR** agrees and declares the **LENDER** shall not be bound and compelled to take any proceeding, steps or action against the **BORROWER** for recovery, enforcement or realization of any of the dues from the **BORROWER** and against the said Product including repossessing the same under or pursuant to this agreement and the **GUARANTOR** shall be bound and liable to pay all monies payable under any form by virtue of this guarantee not withstanding that the **LENDER** shall not have taken any steps or proceeding against the **BORROWER** or the Product.

6. The guarantees **GUARANTOR** that the **BORROWER** shall hand over to the **LENDER** possession of the Product as and when, under these presents, the **BORROWER** become liable to do so or as and when the **LENDER** become entitled to dispossess the Product under and pursuant to these presents and the **GUARANTOR** agrees to help and assist the **LENDER** in recovering possession of the Product.

7. The **GUARANTOR** in relation to the **LENDER** is and shall be the principal oblig or in respect of all obligations, liability and responsibilities undertaken in favour of the **LENDER** under this guarantee and the **LENDER** is and shall be the principal oblig or in respect of all obligations, liability and responsibilities undertaken in favour of the under this guarantee and the shall be entitled to proceed against the **GUARANTOR** as if the **GUARANTOR** was the principal debtor of the in respect under this guarantee and the **LENDER** shall be entitled to proceed against **GUARANTOR** the as if the **GUARANTOR** was the principal debtor of the **LENDER** in respect of all obligations and payments guaranteed by the **GUARANTOR**.

8. This guarantee shall not be affected by the death, insolvency or winding up of the **BORROWER /Co- BORROWER** or by absence of power or irregularity or informality on the part of the **BORROWER / Co- BORROWER** to take the Product under a loan or to enter into this agreement.

9. That the **LENDER** shall be at liberty to sue the **BORROWER** and the **Co-BORROWER / GUARANTOR** jointly or severally or shall be entitled to proceed against the **Co- BORROWER/ GUARANTOR** only in the first instance.

10. That the indemnities / Guarantees contained herein shall remain in full force and effect for the entire period of the aforesaid Loan agreement and shall survive the termination by the **BORROWER** or the cancellation of the Loan or this agreement insofar as they relate to events which occurred

during the period of the aforesaid Loan agreement or any extension hereof.

11. The **GUARANTOR** undertake that these indemnities / guarantees contained herein shall not be assigned, transferred, revoked, cancelled, altered, modified or withdrawn without the prior written consent of the **LENDER**.

22. Any notice to the **BORROWER / Co- BORROWER / GUARANTOR** by the **LENDER** shall be in writing and posted to the **BORROWER 's / Co-BORROWER / GUARANTOR's** last known address and any notice required to be given by the **BORROWER / Co- BORROWER / GUARANTOR** under this agreement shall be in writing and sent by Registered Post to the aforesaid address of the **LENDER** and for proving service, it shall be sufficient to show that the envelope containing the notice was properly addressed and posted.

23. **Assignment:**

a) This agreement is personal to the **BORROWER** and the **BORROWER** shall not be entitled to transfer or assign any of its rights or obligations under this agreement to any person directly or indirectly without the prior written consent of the **LENDER** in this behalf. The **BORROWER** further agrees that during the period of this agreement the **BORROWER** shall not part with the Product to any third party.

b) The **LENDER** shall be entitled to assign its rights, obligations, duties and liabilities under this Agreement. In event of such assignment by the **LENDER** and if directed by the **LENDER** the **BORROWER** agrees to perform his obligations under this agreement qua such Assignee.

24. **Securitization:**

a) The **BORROWER** expressly recognises and accepts that the **LENDER** shall be absolutely entitled and have full power and authorized to sell, assign or transfer in any manner, in whole or in part, or in such manner and on such terms as the **LENDER** may decide, including reserving a right to the **LENDER** to retain its powers hereunder to proceed against the **BORROWER** on behalf of the Purchaser, assignee or transferee, any or all outstanding dues of the **BORROWER** to any third party of the **LENDER's** choice without reference to or without written intimation by the **LENDER** or to the **LENDER**.

b) Any such action and such sale, assignment or transfer shall bind the **BORROWER** to accept such third party as creditor exclusively or as a joint creditor with the **LENDER**, or as creditor exclusively with the right to the **LENDER** to continue to exercise all powers hereunder on behalf of such third party and to pay over such outstanding and dues to such third party and/or to the **LENDER** as the **LENDER** may direct.

c) Any cost in this behalf, whether on account of such sale, assignment or transfer or enforcement of rights and recovery of outstanding dues shall be to the account of the **BORROWER**.

d) The **BORROWER** acknowledges and undertakes to pay to third parties the difference between the cheque outstanding and the amount received by the **LENDER** in the event of transfer of the portfolio to a third party.

e) The third party shall have authority of the **BORROWER** to collect the due amount.

25. **Cross Default/Liability:**

The **BORROWER** agrees, confirms and acknowledges that any default by the **BORROWER** under any other Agreement or arrangement or guarantee or security or other In debtless of the **BORROWER** with the **LENDER** shall constitute an event of default under this agreement and vice-versa. The said amounts shall be deemed to be dues under this agreement secured by the security and vice-versa.

26. **Appropriation / Set Off and enforcement of security:**

Without prejudice to what is stated hereinabove, the BORROWER hereby expressly agrees and confirms that in the event of the BORROWER and/or the Co- BORROWER and/or the GUARANTOR failing to pay the outstanding amount under the loan or any other loan/facility or commits default under any agreement/s then the LENDER shall without prejudice to any of it's rights under any other agreements with the BORROWER, shall at it's sole discretion and with prior notice to the BORROWER be at liberty to apply any other money or amounts standing to the credit of the BORROWER and/or the Co- BORROWER and/or the GUARANTOR in any account with the LENDER and / or it's holding/subsidiaries/ associate /affiliate / group company in or towards payment of the Dues or towards the Indebtedness of the BORROWER and / or Co-BORROWER.

In addition, notwithstanding the repayment of the Loan Balance, the **BORROWER** and/or the **Co- BORROWER** and/or the **GUARANTOR** hereby expressly and irrevocably authorizes the **LENDER** to take possession of/sell/transfer or otherwise dispose of any and all security created in favour of the **LENDER** under this Agreement or any other security under the possession or control of the **LENDER**/or the associate/affiliate or group company of the **LENDER** or any other security documents executed in favour of or deposited by the **BORROWER** and/or the **Co-BORROWER** and/or the **GUARANTOR** with **LENDER** and any/or the associate/affiliate or group company of the **LENDER** and appropriate the same towards satisfaction of amounts due to the **LENDER** on account of this agreement or another agreement or transaction entered into by the **BORROWER** and/or the **Co- BORROWER** and/or the **GUARANTOR** or on account of the Indebtedness of the **BORROWER** and/or **Co-BORROWER** and/or the **GUARANTOR**. The provisions of this Agreement and any security document executed pursuant to this Agreement shall apply mutatis mutandis to the manner of disposal of security and appropriation under this Clause.

27. **Disclaimer by LENDER:**

It is expressly clarified and declared that any Manufacturer / Dealer / Supplier for the Product by or through whom this transaction may have been introduced, negotiated or conducted shall not be deemed to be an agent of the **LENDER** and that the **LENDER** shall not be liable for any representation or statements made by such Manufacturer / Dealer / Supplier to the **BORROWER**.

28. **Additional Charges:**

Increase in Taxes / Revisions in Product Price

a) The parties hereto confirm that the Installments have been arrived at after taking into account all relevant taxes, duties, charges and levies applicable as on the date of this agreement. The **BORROWER** agrees that the Installments will be increased by any fresh imposition or increase of Installments, taxes, duties, levies and charges during the subsistence of this agreement. In the event of such taxes, duties, levies and charges increasing during the period of the placing of the order for the Product and its acceptance and eventual delivery to the **BORROWER**, such increases shall also be borne and paid by the **BORROWER**.

b) If the price of the Product (in case of acquiring a new Product) is revised upwards after the date hereof and prior to delivery of Product then in that event the **BORROWER** shall pay all of the additional amount (in addition to the amount already paid or to be paid by him / it along with the Installment's as the price of the Product) that may be required for acquiring the Product at such revised price and the **LENDER** shall not be liable to pay any amount by way of loan or otherwise for such revision in price of the Product.

c) The **LENDER** shall not be responsible for any downward revisions in the Product price by the Manufacturer / Dealer / Supplier after the delivery of the Product and the **BORROWER** will not withhold payment of any installments on this ground.

d) **The BORROWER shall during the period of this agreement and till all amounts payable under this agreement are paid by the BORROWER in full to the LENDER's satisfaction herein bear all imposts, charges and other duties, taxes and penalties as may be**

levied from time to time by any government or any other authority pertaining to or in respect of the Product and/or this agreement and pay the same on demand by the LENDER.

e) **The BORROWER agrees to reimburse to the LENDER immediately upon demand Goods & Services Tax (GST) as per applicable rate or any nature imposed now or hereafter whether during or after the termination of this agreement provided it is pertaining to the period of this agreement and till the duration that the BORROWER has paid all amounts to the LENDER under this agreement to the LENDER's satisfaction the BORROWER shall also be liable to reimburse to the LENDER interest, penalty, fee, fine for any other losses that the LENDER may have to bear for reasons of having paid tax, duty, penalty or any other sum.**

f) If the **BORROWER** fails to pay the money referred to in sub-clause (a), (b), (d) & (e) above, the **LENDER** may pay the same and the **BORROWER** shall reimburse all sums so paid together with compensation charges as provided in clause 2 (b) hereof.

g) Any failure on the part of the **BORROWER** to pay any such taxes, duties or other outgoings as set out in the sub clauses above, shall constitute a default of the agreement entitling the **LENDER** to take all or any remedial action as contained herein.

29. **Liability for Sales Tax / Other taxes of BORROWER:**

Any demand for payment of Goods & Services Tax (GST) as per applicable rate by whatsoever name called made by concerned authorities on the **LENDER** or any such discharge of payments made by the **LENDER** consequent to such demand shall be borne by the **BORROWER** and the **BORROWER** shall forthwith on demand pay and / or reimburse to the **LENDER** the said Goods & Services Tax (GST) as per applicable rate and levies.

a. The **BORROWER** hereby expressly covenants with the **LENDER** that the **BORROWER** will not do or omit to do any act which may result in seizure and / or confiscation of the Product by the central or state government or local authority or any public officer or authority under any law for the time being in force.

b. The **BORROWER** hereby agrees and declares that the **BORROWER's** obligations to pay all Installments and all over due amounts payable under or pursuant hereto shall be absolute and unconditional.

30. **Miscellaneous Provisions:**

a. Reservation of Rights

No forbearance, indulgence or relaxation or inaction by the **LENDER** at any time shall in any way affect, diminish or prejudice the right of the **LENDER** arising out of this agreement or acquiescence to or recognition of rights and / or position other than those expressly stipulated in this agreement

b. Cumulative Rights:

All remedies of either party under this agreement whether provided herein or conferred by statute, civil law, custom or trade usages are cumulative and not alternative and may be enforced successively or concurrently.

c. Severability:

No modification or amendment of this agreement and no waiver of any of the terms and conditions hereof shall be valid or binding unless made in writing and duly executed by all the parties to this Agreement.

d. Amendments:

No modification or amendment of this agreement and no waiver of any of the terms and conditions hereof shall be valid or binding unless made in writing and duly executed by all the parties to this Agreement.

e. Payments: The **BORROWER / Co- BORROWER / GUARANTOR** shall not make any payments to any Direct Marketing Associate (DMA) and/or Direct Sales Associate (DSA) and/or any other Marketing & Sales Associate (MSA), whether known by any other name, of the **LENDER**. All payments by the **BORROWER / Co BORROWER / GUARANTOR** to the **LENDER** shall be made directly to the **LENDER**. The **LENDER** shall not be responsible/liable for any payments made by the **BORROWER / Co BORROWER / GUARANTOR** to any DMA/DSA/MSA of the **LENDER** and such payments being misappropriated by the DMA/DSA/MSA. All payments shall be made by crossed account payee cheque or demand draft /pay order payable to Kotak Mahindra Prime Limited.

f. Loan Application: The loan application of the **BORROWER** shall form an integral part of this loan agreement.

g. All documents submitted in connection with the loan application and/or this loan agreement including, but not limited to, photocopies of original documents, photographs, signature verification, address verification, bank details etc. shall become the sole property of the **LENDER** and shall not be returned/handed over by the **LENDER** to the **BORROWER / Co- BORROWER / GUARANTOR** or any person acting on their behalf.

31. **Disclosure of Information:**

The **BORROWER**, **Co- BORROWER**, and **GUARANTOR** hereby irrevocably agree and consent with the **LENDER** to disclose at any and all times and sharing with or in any manner making available to any agency, bureau, company, firm, association, corporate or unincorporated body, and any other person including any outside agency, the Credit Information Bureau of India Limited (CIBIL) or such other entity (Whether for its own use or for onward communication or disclosure by them to others) any information whatsoever concerning the **BORROWER**, **Co- BORROWER**, and **GUARANTOR** including their accounts, their financial relationship and history with the **LENDER**, the manner of operation of their accounts, the debit or credit balance in any and all account/s with the LENDER, any default by the **BORROWER**, **Co- BORROWER**, and **GUARANTOR**, any security created by the **BORROWER /Co- BORROWER / GUARANTOR** in favour of the **LENDER** for this or any other financial relationship or facilities granted or to be granted to the **BORROWER/Co- BORROWER / GUARANTOR** and/or their identities, ages, addresses, communication numbers and addresses and any other information of or relating to the **BORROWER/ Co- BORROWER GUARANTOR's** directors, shareholders, members, partners, and proprietors or immediate family members (hereinafter collectively referred to as "the Information"). The **BORROW / Co- BORROWER / GUARANTOR** shall not hold the **LENDER** responsible for sharing and/or disclosing the information now or in the future and also for any consequences suffered by the **BORROWER / Co- BORROWER / GUARANTOR** and/or others by reason thereof. The provisions of this clause shall survive ever after the term/termination of this Agreement and the repayment of the **BORROWER's** dues by the **BORROWER**.

32. **Arbitration:**

All disputes, differences and / or claim arising out of these presents or in any way touching or concerning the same or as to constructions, meaning or effect hereof or as to the rights and liabilities of the parties hereunder shall be settled by arbitration to be held in accordance with the provisions of the Arbitration and Conciliation Act, 1996 or any statutory amendments thereof and shall be referred to the arbitration of a sole arbitrator to be nominated by the **LENDER**. In the event of death, refusal, neglect, inability or incapability of a person so appointed to act as an arbitrator, the **LENDER** may appoint a new arbitrator. The award of the arbitrator shall be final and binding on all parties concerned. The arbitration proceedings shall be conducted in English language and held at the place more particularly mentioned in the **SCHEDULE- I** of the present agreement hereunder.

33. **Jurisdiction:**

It is further agreed by and between the parties hereto that subject to Clause 31 of this Agreement, the courts having jurisdiction over the arbitration proceeding under the Arbitration and Conciliation Act, 1996 or any statutory amendments thereof shall have jurisdiction in respect of any matter, claims or dispute arising out of or in any way relating to these presents or to anything to be done under or pursuant to these presents or of any clause or provision thereof.

34. **Acceptance:**

a. I / We am / are aware that the **LENDER** shall agree to become a party to this agreement only after satisfying itself with regard to all conditions and details filled by me / us in the agreement in consonance with the **LENDER's** policy.

b. I / We agree that this agreement shall be concluded and become legally binding on the date when the authorised officer of the **LENDER** signing this agreement at the city wherein the **LENDER's** branch which is party to this agreement is situated.

35. The content/s of this Agreement have been read out, explained and interpreted to the **BORROWER / Co- BORROWER /GUARANTOR** in the language known to the **BORROWER / Co- BORROWER / GUARANTOR** and the same has been understood by the **BORROWER, Co- BORROWER** and the **GUARANTOR**.

DECLARATION OF BORROWER(S) SIGNS IN VERNACULAR LANGUAGE

The content/s of this Agreement have been read out , explained and interpreted to the Borrower / Co-Borrower / Guarantor in the language know to the Borrower / CB / G and the same has been understood by the Bo/CB/G"

I/we confirm having read and understood the text contained in page no. 1 to 10 of this agreement.

IN WITNESS WHEREOF the parties have hereunto set and subscribed their respective hands to this writing on the day, date, and year as mentioned in the **Schedule I** to this Agreement.

SIGNED AND DELIVERED BY THE }
withinnamed "**Lender**" **KOTAK** }
MAHINDRA PRIME LIMITED }

For **KOTAK MAHINDRA PRIME LTD.**

Authorised Signatory
Lender

SIGNED AND DELIVERED BY THE }
withinnamed **Borrower** }
}

For MODI HOUSING PVT. LTD.

Director(1)

SIGNED AND DELIVERED BY THE }
withinnamed **Co-Borrower** }
} ★

SIGNEDAND DELIVERED BY THE }
withinnamed **Guarantor** }
} ★★

MAR-21-2023 19:51:35

भारत INDIA
INDIA NON JUDICIAL

₹ 0000100/-
ZERO ZERO ZERO ZERO ONE ZERO ZERO

Agreement
38153781679428295722-00037356
2815878 05/2013

Phone No:
Sold To/Issued To:
Kmpl
For Whom/ID Proof:
Self

IRREVOCABLE POWER OF ATTORNEY

TO ALL TO WHOM THESE PRESENTS SHALLCOME I/We ____________________
Son/daughter/wife of ____________________ residing at ____________________ (hereinafter called "the Borrower" / and / or "the Co-Borrower" which expression shall jointly (if the context so admits) include his/her heirs executors, administrators, legal representatives and assigns/his successors and assigns)

OR

M/s ____________________ a company incorporated under the Companies Act 1956, and having its Registered Office at ____________________
(hereinafter called "the Borrower" and/or/the "Co-Borrower" which expression shall jointly (if the context so admit) include his/her heirs, executors, administrators, legal representatives and assigns/his successors and assigns)

OR

M/s ____________________ a partnership firm having firm having its principal place of business at ____________________ and constituted by and between Mr/Ms. ____________________ and Mr/Ms. ____________________ and (hereinafter called "the Borrower" and/or / "the Co-Borrower" which expression shall include jointly (if the context admit) his/her heirs, executors, administrators, legal representatives and assigns/his successors and assigns)

SEND GREETINGS:

WHEREAS KOTAK MAHINDRA PRIME LIMITED carrying business in India at 27 BKC, C 27, G Block, Bandra Kurla Complex, Bandra (E), Mumbai-400051 (hereinafter called "the Lender") has sanctioned to me/us Rs. ____________________
(Rupees ____________________ Only), (hereinafter referred as "Finance Facility"), by way of loan for purchasing a product (hereinafter called "the Product").

AND WHEREAS one of the terms of the Sanction of aforementioned Finance Facility was that I/We shall execute in favour of the Lender an Irrevocable Power of Attorney being these presents authorising the Lender to deal with the Product said and exercise all rights in respect thereof in the manner hereinafter appearing.

NOW KNOW YE ALL THESE PRESENTS WITNESSETH that I/We do hereby irrevocable nominate/constitute upon the Lender acting through any of its officers as my/our true and lawful attorney for me/us on my/our behalf and at my/our cost and risk to do, execute and perform all or any of the following acts, deeds, matters and things that is to say:

i) To transfer, sell or dispose of the Product and to sign and execute all contracts, declarations and instruments as may be necessary or experience for giving delivery thereof.
ii) To appoint or engage any broker for effecting any such transfer, sale or disposition or realisation as the case may be.
iii) To give notice to the appropriate authority for the registration of the Product upon the sale thereof.
iv) To orally, in writing or otherwise Hypothecate the Product in favour of the Lender on the terms and conditions contained in the Loan Agreement entered into between myself/ourselves and the Lender or on such other terms as the Lender may think fit.
v) To receive on consideration by sale, transfer, disposition of the Product and to give proper receipt and valid and effectual discharges for the same.
vi) And generally to do, perform and execute all acts, deeds, matters and things relating to or concerning or touching these presents as fully and effectually as if I/We were personally and had been done, performed or executed the same myself/ourselves.
vii) And I/We hereby agree to ratify and confirm all and whatsoever the Board shall do or cause to be done in or about the premises by virtue of these presents.
viii) In witness whereof I/We hereunto set my/our hand and seal at ____________ this ____________ day of ____________ 20 ____________

SIGNED AND DELIVERED by the above named Borrower and/or Co-Borrowers
in the presence of

For MODI HOUSING PVT. LTD.

Director

Borrower (1) ★ Co-Borrower

For MODI HOUSING PVT. LTD.
Director

For MODI HOUSING PVT. LTD.
Director

X

SCHEDULE - III

Dishonor Charges per Clearing Mandate	Rs.750/-
Prepayment Interest on Outstanding Principle Amount	5.21% plus GST
Issue of Duplicate copy of the agreement/Duplicate NOC /NOC for Duplicate registration certificate	RS.750/-
Cancellation of Contract (other than foreclosure and prepayment interest) at specific request of the Borrower and agreed by the Lender	Rs. 2000 + interest at Customer IRR for no. of days between the date of disbursement and the date of receipt of funds for cancellation of contract
Additional Interest (monthly)	3%
Collection Charges for Clearing Mandate (Per Mandate) for non payment on due date	**Rs.500/-**
Clearing Mandate Swap Charges	Rs.500/- per swap
Repayment Schedule/Account Outstanding Break up statement	Rs.250/-
LPG \CNG NOC	Rs.2000/-
Statement of Account	Rs.500/-
NOC for Interstate Transfer	Rs.1000/-
NOC for Commercial to personal use	Rs.2000/-
NOC to Convert from Private to Commercial	Rs.5000/- (Subject to approval)
Policy No. of Term Cover for group of borrower (Kotak Car Loan Cover)	GS000111 - For 1 year tenure F2 - For 2 to 5 years tenure GA000329 - For 6 & 7 Year tenure
Down Payment	KMPL/Dealer
Margin money retained	

Place of Delivery of the Product	HYDERABAD
Documentation charges	Rs.1800/-
Credit Administration Charges	Rs.1500/-
Customer Internal Rate of Return(CIRR)	8.855
Stamping Charges	Rs.1100/-
Service Fees	Rs.1100/-

**Charges as applicable to be paid by customer / to be deducted from customer disbursement amount.
Note: Goods & Services Tax (GST) as per applicable rate will be levied separately as may be applicable from time to time

For **Kotak Mahindra Prime Ltd.**

For MOD. HOUSING PVT. LTD.

Authorised Signatories
(Lender)

Borrower (4) Director

★ Co-Borrower

** Guarantor

SCHEDULE II

Agreement details

CF21528788

Purpose	
Financed amount	Rs. 30,00,000.00
Tenure	60 months
Initial payment received	Rs. 1800

Product details

Description of asset (Make and Model)	Automobiles - Sports Utility Vehicles - Toyota Kirloskar - HYCROSS PETROL HYBRID 2.0L ZX 7PW
Asset Price	Rs. 29,81,500.00

Cash Flows details

S. No.	Due date	Inst Amt	S. No.	Due date	Inst Amt	S. No.	Due date	Inst Amt
1	01-Apr-23	61,770.00	29	01-Aug-25	61,770.00	57	01-Dec-27	61,770.00
2	01-May-23	61,770.00	30	01-Sep-25	61,770.00	58	01-Jan-28	61,770.00
3	01-Jun-23	61,770.00	31	01-Oct-25	61,770.00	59	01-Feb-28	61,770.00
4	01-Jul-23	61,770.00	32	01-Nov-25	61,770.00	60	01-Mar-28	61,770.00
5	01-Aug-23	61,770.00	33	01-Dec-25	61,770.00			
6	01-Sep-23	61,770.00	34	01-Jan-26	61,770.00			
7	01-Oct-23	61,770.00	35	01-Feb-26	61,770.00			
8	01-Nov-23	61,770.00	36	01-Mar-26	61,770.00			
9	01-Dec-23	61,770.00	37	01-Apr-26	61,770.00			
10	01-Jan-24	61,770.00	38	01-May-26	61,770.00			
11	01-Feb-24	61,770.00	39	01-Jun-26	61,770.00			
12	01-Mar-24	61,770.00	40	01-Jul-26	61,770.00			
13	01-Apr-24	61,770.00	41	01-Aug-26	61,770.00			
14	01-May-24	61,770.00	42	01-Sep-26	61,770.00			
15	01-Jun-24	61,770.00	43	01-Oct-26	61,770.00			
16	01-Jul-24	61,770.00	44	01-Nov-26	61,770.00			
17	01-Aug-24	61,770.00	45	01-Dec-26	61,770.00			
18	01-Sep-24	61,770.00	46	01-Jan-27	61,770.00			
19	01-Oct-24	61,770.00	47	01-Feb-27	61,770.00			
20	01-Nov-24	61,770.00	48	01-Mar-27	61,770.00			
21	01-Dec-24	61,770.00	49	01-Apr-27	61,770.00			
22	01-Jan-25	61,770.00	50	01-May-27	61,770.00			
23	01-Feb-25	61,770.00	51	01-Jun-27	61,770.00			
24	01-Mar-25	61,770.00	52	01-Jul-27	61,770.00			
25	01-Apr-25	61,770.00	53	01-Aug-27	61,770.00			
26	01-May-25	61,770.00	54	01-Sep-27	61,770.00			
27	01-Jun-25	61,770.00	55	01-Oct-27	61,770.00			
28	01-Jul-25	61,770.00	56	01-Nov-27	61,770.00			

For **Kotak Mahindra Prime Ltd.**

For MODHOUSING PVT.

Authorised Signatories

(Lender)

Borrower (3) Director

Co-Borrower

Guarantor

MINISTRY OF CORPORATE AFFAIRS
RECEIPT
G.A.R.7

SRN: AA2030704/ BharatKoshOrderId :1-6777213761 **SRN Date:** 19/04/2023 14:37:05	**Service Request Date:** 19/04/2023

RECEIVED FROM:

Name: RISHABH ARORA

Address: MODI PROPERTIES, M.G. ROAD SECUNDERABAD, Secunderabad, Secunderabad, Telangana, 500003

ENTITY ON WHOSE BEHALF MONEY IS PAID

LLPIN/CIN/DIN: U45200TG2002PTC040192

Name: MODI HOUSING PRIVATE LIMITED

Address: 5-4-187/3&4, 3RD FLOOR,SOHAM MANSION, M.G.ROAD, SECUNDERABAD-3., , ANDHRA PRADESH, , Telangana, 500003

FULL PARTICULARS OF REMITTANCE

Service Type: eFiling

Service Description	Type of Fee	Amount (Rs.)
Fee for CHG-1	Normal	400
	Additional	0
	Total	**400**

Mode of Payment: Online

Received Payment Rupees: Four Hundred Rupees Only.

Note: The defects or incompleteness in any respect in this application as noticed shall be placed on the Ministry's website(www.mca.gov.in). In case the application is marked as RSUB, please resubmit the application within the due date. Please track the status of your transaction at all times till it is finally disposed off. (please refer Rule 10 of the Companies (Registration offices and Fees) Rules, 2014)

Form No. CHG-1

Application for registration of creation, modification of charge (other than those related to debentures) including particulars of modification of charge by Asset Reconstruction Company in terms of Securitization and Reconstruction of Financial Assets and Enforcement of Securities Interest Act, 2002 (SARFAESI)

[Pursuant to sections 77,78 and 79 and pursuant to Section 384 read with 77,78 and 79 of the Companies Act, 2013 and Rule 3(1) and 13 of the Companies (Registration of Charges) Rules 2014]

सत्यमेव जयते

Form language (•) English ( ) Hindi

Refer instruction kit for filing the form

*All fields marked in * are mandatory*

Entity's Details

1 *Corporate Identity Number (CIN) or Foreign Company Registration Number (FCRN): U45200TG2002PTC040192

2(a) *Name of the Company: MODI HOUSING PRIVATE LIMITED

(b) *Address of the registered office or principal place of business in India of the: 5-4-187/3&4, 3RD FLOOR,SOHAM MANSION, M.G.ROAD, SECUNDERABAD-3., ANDHRA PRADESH, NA, Telangana, India,500003

(c) *e-mail ID of the company: roc@modiproperties.com

3 (a) *This form is for registration of

(•) Creation of charge ( ) Modification of charge

(b) *Charge ID of the charge to be modified or rectified:

4 *Whether the applicant is (•) Company ( ) Charge holder

Details of charge instrument

5(a) *Date of the instrument creating or modifying the charge (DD/MM/YYYY): 21/03/2023

(b)*Nature, description and brief particulars of the instrument creating or modifying the charge: Car Finance Agreement dated 21.03.2023

(c)* Whether charge is created or modified outside India ( ) Yes (•) No

6 (a) Whether charge is modified in favour of asset reconstruction company (ARC) or assignee ( ) Yes ( ) No

(b) Whether charge holder is authorised to assign the charge as per the charge agreement ◯ Yes ◯ No

7 Type of charge

(a) *Description of the property charged indicating whether it is a charge on

- [ ] Immovable property or any interest therein - Residential
- [ ] Immovable property or any interest therein - Commercial
- [ ] Immovable property or any interest therein - Others
- [ ] Movable property - Equipment and Machinery
- [ ] Movable property – Inventory
- [ ] Movable property - Inventory (incl. Receivables)
- [x] Movable property - Motor Vehicle (Hypothecation)
- [ ] Movable property - Ship or any share in a ship
- [ ] Movable property - Others
- [ ] Intangible – Goodwill
- [ ] Intangibles - Trademarks
- [ ] Intangible - Patent
- [ ] Intangible - Licence
- [ ] Intangible - Licence under a Patent
- [ ] Intangible - Copyright
- [ ] Intangible - Copyright under a Patent
- [ ] Intangible - Designs
- [ ] Intangible - IPR
- [ ] Intangible - Others
- [ ] Solely of Property situated outside India
- [ ] Uncalled share capital
- [ ] Calls made but not paid
- [ ] Book debts
- [ ] Others

(b) If others, please specify

Details of charge holder

8(a) *Whether consortium finance is involved: ◯ Yes ◉ No

If Yes, enter Lead Banker's Name

(b) *Whether joint charge involved ◯ Yes ◉ No

(c) *Number of charge holder(s) 1

(d) Whether Charges rank pari passu ◯ Yes ◯ No

List of the Charge holder (s)

Rank	Name of the Charge holder	Particulars of the property charged	Details of their extent on the charge (in %)	Maximum amount secured (in INR)

9 Particulars of the charge holder (in case charge is modified in favour of ARC or assignee, enter the particulars of ARC or assignee)

*Category *(Nationalised bank/Scheduled bank/Private Sector Bank/Financial institution/ Non-banking financial company/Co-operative bank/Foreign bank/Individual/Others)*	Non banking financial company
If others, please specify	
*Name of the charge holder	Others
CIN (if applicable)	U67200MH1996PLC097730
*Name	KOTAK MAHINDRA PRIME LIMITED
*Address Line 1	27BKC, C 27, G Block Bandra Kurla Complex, Bandra (E),
Address Line 2	Mumbai
*Country	India
*Pin code/Zip Code	400051
*Area/ Locality	Bandra(East)
*City	Mumbai
*District	Mumbai
*State/UT	Maharashtra
*E-mail ID	kiran.tangudu@kotak.com
*Whether charge holder is having a valid Income Tax PAN	◉ Yes ○ No
Income Tax- Permanent Account Number (PAN)	AAACK5934A
BSR Code / Branch Code	

Details of charge

10(a) *Maximum Amount secured by the charge (In case the amount is in foreign currency, rupee equivalent to be stated) (in INR.). (In case of modification of charge, enter the amount secured by the charge after such modification)	3000000

(b) *Maximum Amount secured by the charge in words	Rupees Thirty Lakhs
(c) In case amount secured by the charge is in foreign currency, mention details	

11 Brief of the principal terms and conditions, extent and operation of charge

(a) Date of Creating Security Interest by actual/ constructive deposit of title deeds within bank/ housing finance company (DD/MM/YYYY)	21/03/2023
(b) Borrower's customer/account number	
(c)*Rate of interest	8.855%
(d) *Repayment term (in months)	60
(e) *Terms of Repayment	Loan to be repaid in 60 monthly installments.
(f) Nature of facility	Car Finance Agreement
(g) Date of Disbursement (DD/MM/YYYY)	21/03/2023
(h) Miscellaneous narrative information	
(i) *Margin	As per Agreement
(j) *Extent and operation of the charge	As per Agreement
(k) Others	

Asset Details

12 In case of acquisition of property, subjected to charge, furnish the details relating to the existing charge on the property so acquired

(a) Date of instrument creating or evidencing the charge (DD/MM/YYYY)	
(b) Description of the instrument creating or evidencing the charge	
(c) Date of acquisition of the property (DD/MM/YYYY)	
(d) Charge ID	
(e) Amount of the charge (in INR)	

(f) Particulars of the property charged

13 (a) *Short particulars of the property or asset(s) charged (including complete address and location of the property)

```
Automobiles - Sports Utility Vehicles - Toyota Kirloskar - Hycross Petrol Hybrid
2.0 ZX 7PW
```

(b) Plot Unit / Dwelling Interest

○ Plot ○ Dwelling Interest

Evaluated Price of Asset as on Security interest Creation date (in INR)	Nature of Property	PLOT ID Number	Survey No. /GAT No. etc.
Street Number & Name	Sector /Block Number	Locality	Landmark
Village/Town Name	Taluka	Pin code	District
State	Latitude	Longitude	Area of plot (Sq. feet, Sq. meter, Acre, Gunta, Cents, Hectares)

(ii) Details of Dwelling Interest

Evaluated Price of Asset as on Security interest Creation date (in INR)	Nature of Property	PLOT ID Number	Survey No. /GAT No.*
Dwelling Unit ID Number	Floor No.	Building Name & Society Name	Street Name / No.
Sector/Block Number	Locality	Landmark	Village/Town Name
Taluka	Pin Code	District	State
Latitude	Longitude	Area of dwelling (Sq. feet, Sq. Meter)	

(iii) Bounded by

By North	By South	By East	By West

*Survey number, GAT number, Khesra number; khweta number, Mouza number, Phase number or any other such similar representation in various states or union territories can be captured in this field.

(All the fields should be captured as appearing in the revenue record, flat no, house no, Municipal Office/Municipal Corporation / Grampanchayat are to be specified and also the area of the immovable property as well as boundaries)

14 Description of document by which the company / borrower / third party acquire title

Number of title documents deposited by customer

Document Type*(Sale deed/ Lease deed/ Award/Others)*	**DocumentNumber**	**Sub registrar**	**Taluka**	**Country**	**Pin Code/ Zip code**	**City**	**District**	**State/UT**

15(a) *Whether any of the property or interest therein under reference is not registered in the name of the company

○ Yes ● No

(b) (i) CIN / LLPIN of the company in whose name property or interest therein is registered (if applicable)

(ii) PAN of the Individual in whose name property or interest therein is registered (if applicable)

(iii) Name of entity / individual person in whose name it is registered

Other Details

16 *Date of creation/last modification prior to the present modification (DD/MM/YYYY)

17 *Particulars of the present modification (please ensure that the correct particulars are entered as the same shall be displayed in the certificate of modification of charge)

Attachments

(a) *Instrument(s) of creation or modification of charge

Car Finance Agreement.pdf

(b) Instrument(s) evidencing creation or modification of charge in case of acquisition of property which is already subject to charge together with the instrument evidencing such acquisitions;

(c) Optional attachment(s)- if any

Declaration

☑ I am authorised by the Board of Directors of the Company vide resolution no NA dated 15/02/2023 to sign this is form and declare that all the requirements of Companies Act, 2013 and the rules made thereunder in respect of the subject matter of this form and matters incidental thereto have been complied with. I also declare that all the information given herein above is true, correct and complete and as per the attached charge instrument(s) or document(s) and nothing material has been suppressed. A copy of the attached charge instrument(s) or document(s) is/ are available at the registered office or principal place of business in India of the company.

☑ I further declare that:

1 the delay in filing the particulars of creation/modification, was accidental or due to inadvertence or some other sufficient cause and are or is not of a nature to prejudice the position of the charge holder, shareholders or creditors of the company;
2 no prejudice would be caused to the charge holder(s) or any other creditor(s) of the company, if the delay is condoned;

3 the company has not created or modified any other charge(s) whatsoever on the assets of the company, since the creation / modification of the present charge;

4 the company is carrying on the business as on the date of filing this application and no proceedings to wind-up the company have commenced or are pending against the company;

5 there is no litigation proceedings pending before any court of law for which condonation of delay is being filed;

6 the company has not applied for striking off the name of the company from the register of Registrar of Companies

To be digitally signed by

SOHAM SATISH MODI
Digitally signed by SOHAM SATISH MODI
Date: 2023.04.19 14:41:45 +05'30'

Director or manager or secretary or CEO or CFO or IRP/RP/Liquidator (In case of an Indian company) or an authorised representative (In case of a foreign company)

Designation: Director
(Director/Manager/Company Secretory/CFO/ CEO/Authorised Representative/Authorised Representative IRP/RP/Liquidator)

DIN of the director; PAN of the manager or CEO or CFO or authorised representative or IRP/RP/Liquidator; or membership number of company secretary: 00522546

Declaration

☑ I/we confirm that the attached charge instrument(s) or document(s) is/are true copies of the original which is/are available with the charge holder and/or assignee and all the information and particulars mentioned above are derived there from are concisely and correctly stated. I/we am/are duly authorised to sign this form.

☐ I/we am/are a multilateral/International financial institution who has/have been exempted from payment of income tax in India under the UN Privileges and Immunities Act.

To be digitally signed by

Charge holder

Kiran Tangudu
Digitally signed by Kiran Tangudu
Date: 2023.04.19 15:30:06 +05'30'

PAN of the charge holder: AAACK5934A

To be digitally signed by

ARC or assignee

PAN of the ARC or assignee

Certificate by Practicing Professional

I declare that I have been duly engaged for the purpose of certification of this form. It is hereby certified that I have gone through the provisions of the Companies Act, 2013 and rules thereunder for the subject matter of this form and matters incidental thereto and I have verified the above particulars (including attachment(s)) from the original/certified records maintained by the Company/applicant which is subject matter of this form and found them to be true, correct and complete and no information material to this form has been suppressed. I further certify that:

i. The said records have been properly prepared, signed by the required officers of the Company and maintained as per the relevant provisions of the Companies Act, 2013 and were found to be in order;

ii .All the required attachments have been completely and legibly attached to this form.

To be digitally signed by

SHRUTI AGARWAL Digitally signed by SHRUTI AGARWAL Date: 2023.04.19 16:31:19 +05'30'

(•) Chartered accountant (in whole-time practice) or

( ) Cost accountant (in whole-time practice) or

( ) Company secretary (in whole-time practice)

Whether associate or fellow:

(•) Associate ( ) Fellow

Membership number 228160

Certificate of practice number

Note: Attention is drawn to provisions of Section 447, section 448 and 449 of the Companies Act, 2013 which provide for punishment for fraud, punishment for false statement/ certificate and punishment for false evidence respectively

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For office use only:

eForm Service request number (SRN) AA2030704

eForm filing date (DD/MM/YYYY)

Digital signature of the authorising officer

This eForm is hereby registered

Date of signing (DD/MM/YYYY)

Or

This eForm has been taken on file maintained by the registrar of companies through electronic mode and on the basis of statement of correctness given by the filing company.

Indian Union Vehicle Registration Certificate
Issued by Telangana State

NT TS

Regn. Number TS10FE7953

Date of Regn. 12/04/2023

Regn. Validity 11/04/2038

Chassis Number
MBJABBAA2014028510323

Engine / Motor Number
M20ANA56410

Owner Name
MODI HOUSING P LTD

Owner Serial

Son / Wife / Daughter of (In case of individual Owner)
GAURANG MODY

Fuel
PETROL

Emission Norms
BSVI

Address
2ND FLR 5 4 187 3 AND4,
SOHAM MANSION MG ROAD,
SECUNDRABAD, HYDERABAD-500003

Card Issue Date

NT TS

RC2012528/22

Vehicle Class : MOTOR CAR

9381246009

Regn. Number
TS10FE7953

Maker's Name
TOYOTA KIRLOSKAR MOTOR PVT LTD

Model's Name
INNOVA HYCROSS HYBRID ZX(7S) BSVI

Colour
PLATINUM WHITE PEARL

Body Type
STATION WAGON

Form 23A

Seating (in all) /	Standing /	Sleeper Capacity
7	0	0

Month -Year of Mfg.
3/2023

Unladen / Laden / Gross Combination Weight (kg)
1715 2320.00

Number of Cylinders
4

Cubic Capacity /	Horse Power (BHP/kw)	Wheel Base (mm)
1987	150.19	2850

Number of Axle

Financer Name
KOTAK MAHINDRA PRIME LTD

Signature of the Owner

Registering Authority's Name
RTA HYDERABAD NZ