

DATE: 16.12.04

M/s.Modi Properties & Investments Pvt Ltd
Dear Sir/madam,

Ref : Your loan application with us

With reference to your above loan application, We are happy to inform you that the loan has been credit approved in principle subject to necessary post approval documentation and verifications being in order and as per bank requirements. * Details of the loan are as follows

Loan amount	:	Rs 1500000/-
Tenure	:	36 Months
Rate of Interest	:	17%
EMI	:	53479/-
Processing Fee	:	2 % Loan Amount (life time processing fee)

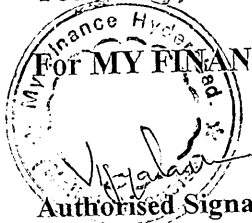
The following documents are also required for the processing of your loan application.

1. Promissory note for the loan amount
- 2 36 Post Dated cheques .

Please do contact the undersigned for any further clarifications or assistance.

Thanking you,

Yours truly,


For MY FINANCE
Authorised Signatory

* All Terms & Conditions at the sole discretion of American Express Bank Ltd.,

AMERICAN EXPRESS BANK LTD.
HYDERABAD
Repayment Schedule

Date : 29/12/2004
Page : **

Customer	MODI PROPERTIES & INVES	Loan Type	INSTALLMENT LOANS
	5-4-187/3 & 4 3RD FLOO	Total Instl	36
	M G ROAD	Currency	Indian Rupee
	SOHAN MANSION	Agmt. Date	29/12/2004
	SECUNDERABAD	Amount Financed	1,500,000.00
	HYDERABAD 500003	Frequency	MONTHLY
		Interest Rate	17.00 % Eff.
Agreement No.	129965	Residual Value	0.00
Asset Cost	1,500,000.00	Tenure	36

Instl Num	Due Date	Installment Amount	Principal	Interest
1	15/01/2005	53,479.00	42,145.60	11,333.4
2	15/02/2005	53,479.00	32,826.01	20,652.9
3	15/03/2005	53,479.00	33,291.05	20,187.9
4	15/04/2005	53,479.00	33,762.67	19,716.3
5	15/05/2005	53,479.00	34,240.98	19,238.0
6	15/06/2005	53,479.00	34,726.06	18,752.9
7	15/07/2005	53,479.00	35,218.02	18,260.9
8	15/08/2005	53,479.00	35,716.94	17,762.0
9	15/09/2005	53,479.00	36,222.93	17,256.0
10	15/10/2005	53,479.00	36,736.09	16,742.9
11	15/11/2005	53,479.00	37,256.52	16,222.4
12	15/12/2005	53,479.00	37,784.32	15,694.6
13	15/01/2006	53,479.00	38,319.60	15,159.4
14	15/02/2006	53,479.00	38,862.46	14,616.5
15	15/03/2006	53,479.00	39,413.01	14,065.9
16	15/04/2006	53,479.00	39,971.37	13,507.6
17	15/05/2006	53,479.00	40,537.63	12,941.3
18	15/06/2006	53,479.00	41,111.91	12,367.0
19	15/07/2006	53,479.00	41,694.33	11,784.6
20	15/08/2006	53,479.00	42,285.00	11,194.0
21	15/09/2006	53,479.00	42,884.04	10,594.9
22	15/10/2006	53,479.00	43,491.57	9,987.4
23	15/11/2006	53,479.00	44,107.70	9,371.3
24	15/12/2006	53,479.00	44,732.56	8,746.4
25	15/01/2007	53,479.00	45,366.27	8,112.7
26	15/02/2007	53,479.00	46,008.96	7,470.0
27	15/03/2007	53,479.00	46,660.76	6,818.2
28	15/04/2007	53,479.00	47,321.79	6,157.2
29	15/05/2007	53,479.00	47,992.18	5,486.8
30	15/06/2007	53,479.00	48,672.07	4,806.9
31	15/07/2007	53,479.00	49,361.60	4,117.4
32	15/08/2007	53,479.00	50,060.89	3,418.1
33	15/09/2007	53,479.00	50,770.08	2,708.9
34	15/10/2007	53,479.00	51,489.33	1,989.6
35	15/11/2007	53,479.00	52,218.76	1,260.2
36	15/12/2007	53,479.00	36,738.94	520.4

EXCESS INTEREST

16219.59

Repayment Schedule

Instl Num	Due Date	Installment Amount	Principal	Interest
Total		1,925,244.00	1,500,000.00	409,024.4

The Excess Interest shown in the statement will be refunded on the maturity of the loan after recovering all the dues from the customer, if any.

DATE: 16.12.04

M/s. Modi Properties & Investments (P) Ltd
Dear Sir/madam,

Ref : Your loan application with us

With reference to your above loan application, We are happy to inform you that the loan has been credit approved in principle subject to necessary post approval documentation and verifications being in order and as per bank requirements. *
Details of the loan are as follows

Loan amount	:	Rs 1500000/-
Tenure	:	36/24/12 Months
Rate of Interest	:	17%
EMI	:	53479/-74163/-136807/-

The following documents are also required for the processing of your loan application.

1. Promissory note for the loan amount
- 2 36/24/12 Post Dated cheques .

Please do contact the undersigned for any further clarifications or assistance.

Thanking you,

Yours truly,

FOR MY FINANCE

Authorised Signatory

* All Terms & Conditions at the sole discretion of American Express Bank Ltd.,

AMEX PERSONAL LOAN

Tenor	36	Rate	17.00%	principal	1500000	
	EMI	Interest	Principal	Cum. Int	Cum. Princ.	Principal O/s
1	53479	21250	32229	21250	32229	1467771
2	53479	20793	32686	42043	64915	1435085
3	53479	20330	33149	62374	98063	1401937
4	53479	19861	33618	82235	131682	1368318
5	53479	19385	34095	101619	165776	1334224
6	53479	18902	34578	120521	200354	1299646
7	53479	18412	35067	138932	235421	1264579
8	53479	17915	35564	156847	270986	1229014
9	53479	17411	36068	174258	307054	1192946
10	53479	16900	36579	191158	343633	1156367
11	53479	16382	37097	207540	380730	1119270
12	53479	15856	37623	223396	418353	1081647
13	53479	15323	38156	238720	456508	1043492
14	53479	14783	38696	253503	495205	1004795
15	53479	14235	39244	267737	534449	965551
16	53479	13679	39800	281416	574250	925750
17	53479	13115	40364	294531	614614	885386
18	53479	12543	40936	307074	655550	844450
19	53479	11963	41516	319037	697066	802934
20	53479	11375	42104	330411	739170	760830
21	53479	10778	42701	341190	781871	718129
22	53479	10173	43306	351363	825177	674823
23	53479	9560	43919	360923	869096	630904
24	53479	8938	44541	369861	913637	586363
25	53479	8307	45172	378168	958809	541191
26	53479	7667	45812	385835	1004622	495378
27	53479	7018	46461	392853	1051083	<u>448917</u>
28	53479	6360	47119	399212	1098202	401798
29	53479	5692	47787	404905	1145989	354011
30	53479	5015	48464	409920	1194453	305547
31	53479	4329	49151	414248	1243604	256396
32	53479	3632	49847	417881	1293450	206550
33	53479	2926	50553	420807	1344003	155997
34	53479	2210	51269	423017	1395272	104728
35	53479	1484	51995	424500	1447268	52732
36	53479	747	52732	425247	1500000	0

AMEX PERSONAL LOAN

Tenor	24	Rate	17.00%	principal	1500000	
	EMI	Interest	Principal	Cum. Int	Cum. Princ.	Principal O/s
1	74163	21250	52913	21250	52913	1447087
2	74163	20500	53663	41750	106576	1393424
3	74163	19740	54423	61491	161000	1339000
4	74163	18969	55194	80460	216194	1283806
5	74163	18187	55976	98647	272170	1227830
6	74163	17394	56769	116041	328939	1171061
7	74163	16590	57573	132631	386512	1113488
8	74163	15774	58389	148406	444901	1055099
9	74163	14947	59216	163353	504118	995882
10	74163	14108	60055	177461	564173	935827
11	74163	13258	60906	190719	625079	874921
12	74163	12395	61769	203114	686847	813153
13	74163	11520	62644	214633	749491	750509
14	74163	10632	63531	225265	813022	686978
15	74163	9732	64431	234998	877453	622547
16	74163	8819	65344	243817	942797	557203
17	74163	7894	66270	251711	1009067	490933
18	74163	6955	67209	258666	1076276	423724
19	74163	6003	68161	264668	1144436	355564
20	74163	5037	69126	269705	1213562	286438
21	74163	4058	70106	273763	1283668	216332
22	74163	3065	71099	276828	1354767	145233
23	74163	2057	72106	278886	1426873	73127
24	74163	1036	73127	279922	1500000	0

AMEX PERSONAL LOAN

Tenor	12	Rate	17.00%	principal	1500000	
	EMI	Interest	Principal	Cum. Int	Cum. Princ.	Principal O/s
1	136807	21250	115557	21250	115557	1384443
2	136807	19613	117194	40863	232751	1267249
3	136807	17953	118854	58816	351606	1148394
4	136807	16269	120538	75085	472144	1027856
5	136807	14561	122246	89646	594390	905610
6	136807	12829	123978	102475	718367	781633
7	136807	11073	125734	113548	844101	655899
8	136807	9292	127515	122840	971617	528383
9	136807	7485	129322	130326	1100938	399062
10	136807	5653	131154	135979	1232092	267908
11	136807	3795	133012	139775	1365104	134896
12	136807	1911	134896	141686	1500000	0

American Express Bank Ltd



Payouts

Detail

Customer Customer account number	100958853	Sub Sub Number Assigned to Loan	1	Funds Currency	INR	American Express Bank Limited Travel Related Services 301, Diamond Block, Lumbini Rockdumbaleheader Somajiguda, Hyderabad - 500 082.
tableheader 100958853 HYD23! MODI PROPERTIES INVESTMENTS P LTD						tableheader
Status Status of Payout	pending	Payout Date Date of Payout	20/11/2006			
Principal Balance Outstanding 661,948.50						
Principal Balance Outstanding To Payout Date						
Interest To Interest Due Up to and Excluding Payout Date	10,523.09					
Interest Due Up to and Including Payout Date						
Late Charges late charges	0.00					
Cheque Return Charges Outstanding cheque return charges	0.00					
Prepayment Penalty pct	33,097.43					
Prepayment Penalty (3m or 6m bonus) Amount of 3m, 6m or flat penalty						
+ Payout Penalty	33,097.43					
Payout penalty Amount						
+ Fees Outstanding Fees Due or delinquent	0.00					
+ Insurance Outstanding Total insurance outstanding	0.00					
+ Total Discharge Fees the totals fees due to payout the loan	0.00					
= TOTAL REQUIRED TO PAY OUT				705,569.02	Per Diem	fixed
Total Required To Payout Loan/Mortgage				Base Rate Type		
at	17.0000	291.61				
Current Base Rate		Per Diem Amount				
Total Received Total Received From Customer	0.00	SHORTAGE	\$	-705,569.02		
		Overage/Shortage Description		Amount of Overage or Shortage		

Insurance

Detail insurance premium for loan payout

Fees

Detail charges for loan payout

Discharge Fee 0.00 **Reconveyance Fee** 0.00

Discharge Fee Reconveyance Fee

Title Release Fee 0.00

The Title Release Fee

Other

Other

Reason Closed

Reason Closed

13 November 2006

Page 1 of 2

Confidential Information

American Express Bank Ltd

Payouts

Detail

Institution

Institution Product Was Lost to

Requested by Customer

Who is requesting the statement

Institution Specific

Institution specific fields

Payout Details

Enter mode of payment received for loan payout

sect0



07-Aug-07

MODI PROPERTIES & INVESTMENTS P
5-4-187/3 & 4 3RD FLOOR

Tel

55335551

M G ROAD
SOHAN MANSION

55335552

SECUNDERABAD
HYDERABAD

P 31328036

500003

Dear Customer,

This is to certify that your Loan 31328036 stands discharged in our records on date. Please acknowledge following

1. Unutilised Post Dated Cheques, if any, drawn in our favour duly cancelled.

No of Cheques : 5

Chq Nos : 848534 to 848538

Bank Name HDFC BANK

Thank you for banking with American Express. Should you have any further queries please call us at the call centres mentioned below. You could also email us at PersonalFinanceIndia@aexp.com.



Yours sincerely
For American Express Bank Ltd


Dinesh Galhotra
Manager - Loan Processing

Encl: As above

American Express Bank Ltd

Payouts

Detail

Customer	100958853	Sub	1	Funds	INR
Customer account number		Sub Number Assigned to Loan		Currency	
tableheader					
100958853		HYD23!		MODI PROPERTIES INVESTMENTS P LTD	
tableheader					
Status	pending	Payout Date	05/10/2005		
Status of Payout		Date of Payout			
Principal Balance Outstanding		1,181,900.28			
Principal Balance Outstanding To Payout Date					
Interest To	11,162.40				
Interest Due Up to and Excluding Payout Date		Interest Due Up to and Including Payout Date			
Late Charges	0.00				
late charges					
Cheque Return Charges	0.00				
Outstanding cheque return charges					
Prepayment Penalty	pct	59,095.01			
Prepayment Penalty (3m or 6m bonus)		Amount of 3m, 6m or flat penalty			
+ Payout Penalty	59,095.01				
Payout penalty Amount					
+ Fees Outstanding	0.00				
Fees Due or delinquent					
+ Insurance Outstanding	0.00				
Total insurance outstanding					
+ Total Discharge Fees	0.00				
the totals fees due to payout the loan					
= TOTAL REQUIRED TO PAY OUT		1,252,157.69		Per Diem	fixed
Total Required To Payout Loan/Mortgage		Base Rate Type			
at	17.0000	558.12			
Current Base Rate		Per Diem Amount			
Total Received	0.00	SHORTAGE		\$ -1,252,157.69	
Total Received From Customer		Overage/Shortage Description		Amount of Overage or Shortage	

Insurance

Detail insurance premium for loan payout

Fees

Detail charges for loan payout

Discharge Fee 0.00 Reconveyance Fee 0.00

Discharge Fee

Reconveyance Fee

Title Release Fee 0.00

The Title Release Fee

Other

Other

Reason Closed

Reason Closed

Institution

Institution Product Was Lost to

26 September 2005

Confidential Information

Page 1 of 2

American Express Bank Ltd

Payouts

Detail

Requested by Customer

Who is requesting the statement

Institution Specific

Institution specific fields

Payout Details

Enter mode of payment received for loan payout

sect0

208723



MODI

PROPERTIES &
INVESTMENTS PVT.LTD.

Off : 5-4-187/3&4, III floor,
M G Road, Secunderabad - 500 003.
Phone : 55335551 (4 lines)
Fax : 040 - 27544058
E-mail : info@modiproperties.com
Visit us at : www.modiproperties.com

16th December 2004.

To,
Mr. Praveen Kumar,
Sales Manager,
My Finance (an American Express Ltd. Associate)
Nalini Agencies 160/1,
S.P. Road,
Secunderabad – 500 003.

Sub: Clarification / confirmation regarding loan of Rs. 15.0 lacs.
Ref: Approval letter from My Finance, dated 16/12/04.

Dear Sir / Madam,

We are in receipt of your approval for a loan of Rs. 15.00 lacs at an interest rate of 17% per annum with a tenure of 3 years with an EMI of Rs. 53,479/-. As per your requirement, we shall provide a promissory note and PDCs.

However, we request you to confirm / clarify the following:

1. On regular repayment the interest should be reduced by 1% at the end of first year.
2. Repayment charges of 2% after a period of 6 months.
3. Processing charges shall be 2% i.e., Rs. 30,000/- which may be deducted from the loan amount to be disbursed.
4. Processing charges once paid, are for the life time and no further processing charges shall payable for loan / advances / limits taken from your bank on a future date.

Thank You,

Yours sincerely,

SOHAM MODI.



MODI
PROPERTIES &
INVESTMENTS PVT.LTD.

Off : 5-4-187/3&4, III floor,
M G Road, Secunderabad - 500 003.
Phone : 55335551 (4 lines)
Fax : 040 - 27544058
E-mail : info@modiproperties.com
Visit us at : www.modiproperties.com

24th December 2004.

To,
Ms. Madhavi,
My Finance (An American Express Associates)
Nalini Agencies,
160/1, S.P. Road,
Secunderabad.

Sub: Unsecured loan for Rs. 15.00 lacs.
Ref: Your sanction letter dated 16/12/2004.

With the above said subject and reference this is to bring to your kind notice that we have not received disbursement for an amount of Rs. 15 lacs as on today. As the telephonic discussions with Mr. Ramana Murthy, we are not receiving any information for the same. And we were received a letter dated 16/12/2004 from you stating that the amount will be disbursed in four working days.

Hence I request you to respond within one hour of the receipt of this letter.

Thank You,

Yours truly,

SOHAM MODI,
Managing Director.



MODI

PROPERTIES &
INVESTMENTS PVT.LTD.

Off : 5-4-187/3&4, III floor,
M G Road, Secunderabad - 500 003.
Phone : 55335551 (4 lines)
Fax : 040 - 27544058
E-mail : info@modiproperties.com
Visit us at : www.modiproperties.com

BOARD RESOLUTION

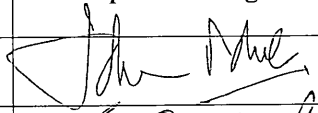
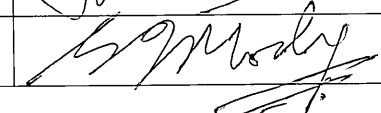
Extract from the Minutes of the Meeting of the Board of Directors of Modi Properties & Investments Pvt. Ltd. ("the Company") duly convened, held and constituted on the 9th day of December 2004 at 5-4-187/3&4, III Floor, Soham Mansion, M. G. Road, Secunderabad - 500003

The Chairperson informed that the company proposed to borrow from American Express Bank Ltd. ("the Bank") a Loan/Line of Credit up to Rs. 15,00,000/- (Rupees Fifteen Lakhs Only).

After discussion it was:

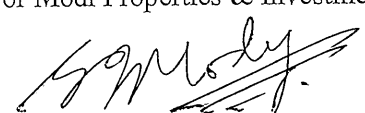
RESOLVED THAT a Loan of Rs. 15,00,000/- (Rupees Fifteen Lakhs Only) be and is hereby authorized to be borrowed by the Company from American Express Bank Ltd. On such terms, conditions and securities as may be stipulated by the bank and agreed upon on behalf of the Company by its authorized signatories.

RESOLVED THAT [any two of] the following persons be and are hereby authorized on behalf of the Company to [severally] and / or [jointly] negotiate and accept the terms, conditions and securities for the Loan and sign and execute all acceptances, agreements, amendments, commitments, confirmations, declarations, documents forms, instructions letters, papers, postdated cheques, powers of attorney, registration and other writings as required by the Bank from time to time in connections with the loan or repayment thereof.

Sl. No.	Name	Designation	Specimen Signature
1.	Soham Satish Modi	Managing Director	
2.	Gaurang J Mody	Director	

IT IS HEREBY CERTIFIED that the above is a true extract from the Minutes of the Meeting of the Board of Directors of the Company and that the resolutions set out above were duly passed there at in accordance with the Memorandum and Articles of Association and the provisions of the appropriate statutes, rules and regulations to the management and affairs of the Company and that either such resolution not drawing under the Loan will infringe any restrictions on borrowings, Charging or otherwise affecting the company or the Board.

For Modi Properties & Investments Pvt. Ltd.


Mr. Gaurang J Mody
Director.



Stamp and Seal of Company

Date : 09/12/04

SIGNATURE VERIFICATION CERTIFICATE
(for individuals)

The Manager

American Express Bank Ltd.

Hyderabad Branch

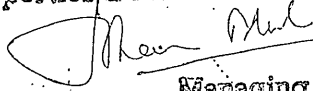
Dear Sir,

We confirm from our records that the signature appended in the block below is that of ^{dir. Gaurang J. Modi}
Mr./Ms./Dr. Modi Properties & Investments Pvt. Ltd. (dir.) Soham Salun Modi
whose address as per our records is 5-4-187/3 & 4, III Floor, M.G. Road,
Secunderabad 500003.

and who maintains a Savings/Current Account No. 0422000001120
with us since 1999.

SIGNATURE

For Modi Properties & Investments Pvt. Ltd.,

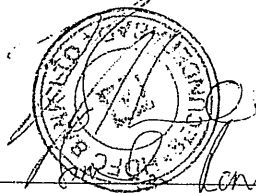


Managing Director

For Modi Properties & Investments Pvt. Ltd.

SIGNATURE VERIFIED FROM OUR RECORDS ^{Director}

Signature &
Stamp:



Name of verifying official: _____

Name of Bank: _____

Branch: _____

Address: _____

Date: _____



Photograph
Of
Co-Applicant

Please tell us about yourself

Applicant		Co-Applicant	
Relationship with Applicant		Relationship with Applicant	
Status	☐ Salaried ☐ Individual professional ☐ Individual self-employed ☐ Sole proprietorship professional / Sole proprietorship ☐ Non-professional ☐ Partnership professional / Partnership ☐ Non-professional ☐ Pvt. Ltd. professional / Pvt. Ltd. Non-professional ☐ Others	Status	☐ Salaried ☐ Individual professional ☐ Individual self-employed ☐ Sole proprietorship professional / Sole proprietorship ☐ Non-professional ☐ Partnership professional / Partnership ☐ Non-professional ☐ Pvt. Ltd. professional / Pvt. Ltd. Non-professional ☐ Others
Name	MODI PROPERTIES & INVESTMENTS Mr. Rohan Modi	Name	Satish
Office Address	Katral, 5-4-187/3 & 4, 3rd Floor, N.H. Road, Rohan Nagar, Secunderabad Pin 500003	Office Address	Plot No. 280 Road No. 25 Jubilee Hills, Hyderabad Pin 500034
Office Telephone	55335551/52/53/54	Office Telephone	
Office Fax		Office Fax	
Residential Address		Residential Address	Plot No. 280 Road No. 25 Jubilee Hills Hyderabad Pin 500034
Residential Telephone		Residential Telephone	23545772
Residential Fax		Residential Fax	
Mobile		Mobile	
E-Mail		E-Mail	
Preferred Mailing Address		Preferred Mailing Address	
To which address should we send your communication? ☒ Office ☐ Residential		To which address should we send your communication? ☐ Office ☐ Residential	
(In case of company/firm mail will be sent to office address)		(In case of company/firm mail will be sent to office address)	
Sex	☐ Male ☐ Female	Sex	☒ Male ☐ Female
Qualification	☐ Graduate ☐ Post Graduate ☐ Professional ☐ Diploma ☐ Others (Please specify) Pvt Ltd	Qualification	☐ Graduate ☒ Post Graduate ☐ Professional ☐ Diploma ☐ Others (Please specify) 1992
Year of qualifying	Company	Year of qualifying	1992
Marital status	☐ Single ☐ Married ☐ Others (Please specify)	Marital status	☐ Single ☒ Married ☐ Others (Please specify)
No. of Dependents		No. of Dependents	
Is your Residence	☐ Self owned ☐ Rented ☐ Co. Provided ☐ Other ☐ Flat ☐ Bungalow ☐ Chawl ☐ Row house ☐ Others	Is your Residence	☒ Self owned ☐ Rented ☐ Co. Provided ☐ Other ☐ Flat ☐ Bungalow ☐ Chawl ☐ Row house ☐ Others
Years at current city		Years at current city	25 yrs
Years at current residence		Years at current residence	10 yrs
Nationality		Nationality	Indian
Yours Income Tax PAN/GIR No.	AAABC m 4761 G	Yours Income Tax PAN/GIR No.	ABmpmb725H
Yours Driving Licence No.		Yours Driving Licence No.	
Yours Passport No.		Yours Passport No.	
Type of Vehicles you currently have	☐ Car ☐ Two Wheeler	Type of Vehicles you currently have	☐ Car ☐ Two Wheeler
No. of Cars	☐ 1 ☐ 2 ☐ More than 2	No. of Cars	☒ 1 ☐ 2 ☐ More than 2
Ownership	☐ self ☐ Company provided	Ownership	☒ self ☐ Company provided
How frequently do you travel abroad?	☐ Less than 3 times a year ☐ 3-5 times a year ☐ More than 5 times a year	How frequently do you travel abroad?	☐ Less than 3 times a year ☐ 3-5 times a year ☐ More than 5 times a year
The purpose of your travel mostly	☐ Personal ☐ Business	The purpose of your travel mostly	☐ Personal ☐ Business
For Individual		For Individual	
Date of Birth		Date of Birth	18-10-1969
Gross Income		Gross Income	15 lakhs
EMI you are comfortable servicing		EMI you are comfortable servicing	
For Companies/Firms		For Companies/Firms	
Date of incorporation registration	28/6/1994	Date of incorporation registration	
Country of Incorporation	India	Country of Incorporation	
Profit Before Tax & Depreciation	2,33,04,120	Profit Before Tax & Depreciation	
EMI you are comfortable servicing	1,00,000/-	EMI you are comfortable servicing	

Personal Loans

AMERICAN EXPRESS

Please tell us about your Profession

Industry details : ☐ Manufacturing ☒ Service ☐ Trading ☐ Agriculture ☐ Export

Your Profession category :

- | | | | |
|---|---|---|--|
| ☐ 1. Advertising | ☐ 11. Chemical/Drugs/Pharma | ☐ 21. Food Processing | ☐ 31. Oil/Gas/Petroleum |
| ☐ 2. Airlines | ☐ 12. Civil Service | ☐ 22. Hotel/Restaurant/Tourism | ☐ 32. Police |
| ☐ 3. Architect | ☐ 13. Consumer Products | ☐ 23. Housewife | ☐ 33. Politics |
| ☐ 4. Armed Forces | ☐ 14. Doctor | ☐ 24. Infotech | ☐ 34. Railways |
| ☐ 5. Automobile | ☐ 15. Education | ☐ 25. Journalism | ☐ 35. Telecommunication |
| ☐ 6. Banking | ☐ 16. Electrical/Electronics | ☐ 26. Lawyers/Judges | ☐ 36. Textiles/Garments |
| ☐ 7. Beverages | ☐ 17. Engineering | ☐ 27. Marketing Services | ☐ 37. Wholeselling |
| ☐ 8. Building/Construction | ☐ 18. Farming | ☐ 28. MBA Consultant | ☐ 38. Others (Please specify) |
| ☐ 9. CA/ICWA/CS | ☐ 19. Film/Theater/Entertainment | ☐ 29. Media Services | |
| ☐ 10. Central/State Government | ☐ 20. Financial Services | ☐ 30. Merchant Navy | |

Please tell us about your Reference

Reference 1

Name : Satish Modi
 Address : Plot No. 280, Road No. 25,
Jubilee Hills, Hyderabad
 City : Hyderabad PIN 500034
 Tel. : 2354572

Reference 2

Name : Prasanna Nand
 Address : Plot No. 280, Road No. 25,
Jubilee Hills, Hyderabad
 City : Hyderabad PIN 500034
 Tel. : 2354572

TERMS & CONDITIONS

1. Definitions

With respect to these Terms & Conditions, unless repugnant to the meaning or context, the term:
 "Applicant" means the Borrower and, in case of joint borrowing, includes all the Borrowers.
 "Lending Branch" means the Bank's branch at which the Loan is booked.
 "Loan" means the aggregate principal amount drawn down under the Personal Loan that may be granted by the Bank to the Applicant based on his/her/their application which is attached or is a part hereof, notwithstanding that the amount of Loan granted or drawn down may be less than that applied for and shall also include all top ups in terms of Clause 12 of these Terms & Conditions.
 "Monthly" means each of the calendar month periods ending the last day of the respective month.
 "Original Loan", in reference to a new or topped up Loan, means the Loan (or the earlier topped up Loan) which had been last sanctioned to the Applicant.
 "Outstanding Balance" means the balance of the Loan outstanding and unpaid interest, costs, charges, expenses and any other amounts payable by the Applicant in respect of or incidental to the borrowing or its recovery or realisation.
 "Welcome Letter" means the sanction letter that may be issued by the Bank to the Applicant welcoming the Applicant to the fold of Personal Loan customers of the Bank and incorporating therein the amount of Loan or Topped Up Loan sanctioned, tenor, rate (or revised rate) of interest and disbursement and other details.
 "Working day" means the day on which the Bank's branch, at which the Loan is booked, is open for business.

2. Sanction

The Bank reserves the right to reject any loan application without any reason whatsoever. In case the application is accepted with or without modifications, the Bank will issue to the Applicant a sanction letter called the Welcome Letter and the details and conditions therein will apply in addition to these Terms and Conditions. In case of any inconsistency between the contents of the Welcome Letter and these Terms & Conditions, the contents of the Welcome Letter will, to that limited extent, have an overriding effect. The sanction of the Loan is subject to the execution of such other documents as may be deemed necessary by the Bank and the Applicant will sign such documents. The Applicant will not use the Loan amount for any speculative or anti-social purpose.

3. Interest

(a) Interest will be payable at the rate set out in the Welcome Letter that will be issued by the Bank at the time of sanction or top up of the Loan and shall be compounded with monthly rests on the outstanding balance at the end of each month.
 (b) The Bank will be entitled to receive any subvention or discount or any other amount (hereinafter referred to as "the Subvention Amount"), on behalf of and for the benefit of the Applicant, if such subvention or discount or any other amount is paid/allowed by the Dealer, Consumer Durable Manufacturer, Departmental Store or any other entity in respect of the purchase; and to appropriate the Subvention Amount towards interest. The Applicant will pay the Bank the balance interest.
 (c) The rate of interest actually charged shall be the rate arrived at after taking into account the interest received by the Bank in terms of sub-clause (b) above. In no case shall the Subvention Amount received by the Bank as aforesaid be passed on to the Applicant even if the Loan, subject to the Bank permitting prepayment, is prepaid at any time.
 (d) Without prejudice to the other rights of the Bank, if the Applicant defaults in making any payment to the Bank, the Applicant shall pay to the Bank interest at the rate of 2.5% per month (or at such rate as the Bank may specify from time to time) on all the overdue amounts outstanding from the date of default till the date of payment of the entire overdue amount.
 (e) Notwithstanding anything to the contrary herein contained, if any law, regulation, order or directive (whether or not having the force of law) shall be enacted or issued or any existing law, regulation, order or directive is changed or its interpretation varied by any governmental authority or any court or howsoever, materially or adversely changing any reserve requirements or tax statutes of any sums payable hereunder, thereby in any way reducing for the Bank the sums or revenue therefrom receivable under these Terms & Conditions, the Applicant shall indemnify and hold the Bank harmless and pay promptly to the Bank on demand any shortfall in revenue caused by such event.
 (f) The Bank may in its discretion vary the interest rates from time to time. Such variation(s) would be subsequently intimated to the Applicant and would be binding upon the Applicant and the Applicant shall be bound by the same.

4. Repayment

The Loan and interest are repayable in equated monthly installments ("EMIs") as per the schedule of repayment set out in the Welcome Letter to be issued by the Bank (time being the essence of the contract). The Applicant shall issue to the Bank post-dated cheques for the EMIs and at the time of each top up of the Loan, the Applicant will issue to the Bank further post-dated cheques for the additional EMIs resulting from the top up of the Loan. The EMIs relating to these additional installments shall be as may be communicated by the Bank and may not be the same as the EMIs in respect of the Original Loan. The Applicant warrants that the cheques will be honored on first presentation. Any non-presentation of a

cheque due to any reason will not affect the liability of the Applicant to pay the EMIs or any other sum. The Applicant will be bound to forthwith replace the cheques or issue fresh cheques if required by the Bank and shall not issue stop payment instructions for any reason whatsoever. The Bank reserves the right to destroy the unbanked post-dated cheques on foreclosure of the Loan.

5. Service Charge

The Applicant shall pay to the Bank a non-refundable service charge including top up service charge as may be determined by the Bank and which will be set out in the Welcome Letter. Such service charge will not be refundable under any circumstances in spite of any prepayment or non-withdrawal of the whole or any part of the Loan.

6. Acceleration

Without prejudice to the Bank's other rights, the Bank shall be entitled to demand immediate payment/repayment of the EMIs, the outstanding amount of the Loan, interest, additional interest, fees, costs, charges, expenses, stamp duty and all other sums payable by the Applicant to the Bank under these Terms & Conditions and/or in connection with the Loan (hereinafter collectively referred to as "the Applicant's outstanding"), and the Applicant shall pay/repay the same to the Bank within 24 hours of the Bank's demand, if

- The Applicant fails to pay any amount payable to the Bank on or before the due date.
- The Applicant commits breach of any of the Terms & Conditions.
- It is found that the Applicant has made any misrepresentation to the Bank.
- The Applicant or any partner or director of the Applicant ceases to carry on the declared profession and/or becomes disqualified or disentitled (temporarily or permanently) from carrying on the declared profession and/or ceases to be a member of the association of professionals and/or any other association of professionals of which the Applicant or any partner or director of the Applicant is a member and/or if any disciplinary proceeding or action is initiated or taken against the Applicant or any partner or director of the Applicant.
- There is any change in the status, constitution or information relating to the Applicant and such change has not been communicated to the Bank or if the change, although communicated, is considered by the Bank to be a material adverse change.
- Upon top up of a Loan the Applicant fails and/or neglects to furnish to the Bank such number of additional EMI cheques as required by the Bank.
- There exists any circumstance which in the opinion of the Bank prejudicially affects or may affect the Bank's interest or the Applicant's ability to repay the Loan.
- Any application for dissolution, insolvency, winding-up or liquidation is made or admitted in respect of the Applicant.

7. Repayment on Demand

Notwithstanding anything stated elsewhere in these Terms & Conditions, the Applicant's outstanding shall be payable by the Applicant to the Bank on demand. The Bank may at any time in its sole discretion and without assigning any reason, call upon the Applicant to pay the Applicant's outstanding and thereupon the Applicant shall, within 48 hours of being so called upon, pay the whole of the Applicant's outstanding to the Bank without any delay or demur.

8. Miscellaneous

- If the Applicant has applied for the Loan as a professional, he/she confirms, represents and declares that the Applicant is a professional as set out in the application and is duly qualified to practice as such professional.
- If the Applicant has applied for the Loan as a company or a partnership firm, the Applicant confirms, represents and declares that it carries on the profession set out in the application and is duly qualified to carry on such profession.
- If the Applicant holds the academic/professional qualifications, the Applicant confirms, represents and declares that the Applicant is also a member of the association of such professionals and in case the Applicant is a company or partnership firm, the Applicant's directors/partners hold the academic/professional qualifications and is/are also member/s of the association of professionals.
- If the Applicant is a professional or in case of the Applicant being a company or partnership firm, if the Applicant's directors/partners hold the academic/professional qualifications, the Applicant shall forthwith (and in any event within 48 hours of occurrence of the event) inform the Bank in writing, if the Applicant or any of the Applicants or any partner(s) or director(s) of the Applicant or any of the Applicants ceases to carry on the declared profession and/or becomes disqualified or disentitled (temporarily or permanently) from carrying on the profession and/or ceases to be (a) member(s) of the association of professionals and/or any other association of professionals of which the Applicant or any of the Applicants or any director/partner of the Applicant is a member and/or any disciplinary proceeding or action is initiated or taken against the Applicant or any of the Applicants or any director/partner of the Applicant or any of the Applicants or if there is a change in either its residential or office address.
- The Bank shall be entitled to recompute the EMIs if the Bank varies the interest rates

LOGIN CHECKLIST FOR PERSONAL LOANS DATE : <u>11/12/04</u> LOCATION : _____ CUSTOMER NAME : <u>Modi Properties</u> DSA NAME : _____ CATEGORY : Salaried / Sole Proprietor (Individual Self Employed) / Partnership / Pvt. Ltd. Cos.						
SECTION A						
Sr.	Nature of Document	Name of Document (for applicable documents, refer overleaf)	Customer Attestation	DSA Attestation	DSA Check	CPA Check
1.	Application Form			☐	☐	☐
2.	Photograph of borrower (s)			☐	☐	☐
3.	Proof of Income *	<u>ITR</u>	☐	☐	☐	☐
4.	Proof of Identity	<u>Par</u>	☐	☐	☐	☐
5.	Proof of Age	<u>Par</u>	☐	☐	☐	☐
6.	Proof of Address	<u>Elect Bill</u>	☐	☐	☐	☐
7.	Proof of Continuity		☐	☐	☐	☐
8.	Bank Statement - latest 3/6 months as applicable		☐	☐	☐	☐
9.	Signature Verification			☐	☐	☐
10.	Board Resolution / Partnership Authority Letter				☐	☐
11.	MOA & AOA / Partnership Deed		☐	☐	☐	☐
* Note Customer Attestation for proof of Income is not required in case of CA attested financials or tax reports.						
OPTIONAL - CAN BE SUBMITTED WITH APPLICATION OR AFTER APPROVAL OF LOAN						
14.	Post Dated Cheques				☐	☐
15.	Legal Documents				☐	☐
SECTION B						
LISTED BELOW ARE THE PAR / BULLETIN CRITERIA WHICH SHOULD BE MET FOR THE LOAN TO BE APPROVED DSA TO TICK AGAINST EACH QUESTION AND REFER THE APPLICATION TO THE SALES RM'S IF RESPONSE IS "NO"						
1. LATEST ITR AVAILABLE - WHEREVER APPLICABLE - YES / NO * (not applicable for Alternative Proof of Income) 2. AGE AS PER THE PARMET - YES / NO * note 1 3. TELEPHONE AT RESIDENCE - YES / NO 4. RESIDENCE IN NEGATIVE AREA - YES / NO * note 2 5. OFFICE IN NEGATIVE AREA - YES / NO * note 2 6. NO. OF YEARS IN CITY AS PER THE PAR * note 3 7. CONTINUITY IN SERVICE / PROFESSION / BUSINESS MET AS PER THE PAR - YES / NO. * please refer note 4						
Note 1 : Minimum Age - 23 years, Maximum Age - Retirement age for salaried & 65 years for others Note 2 : Negative areas list are given to Sales Managers and the DSA's Note 3 : For salaried - 2 yrs. (N/A for employees trfd. and 3 years in same employment). For firms & individuals (professional) - 3 yrs. For firms & individuals (non - professional) - 5 yrs. Note 4 : Continuity in service - 1 year in current service and 3 years total OR 5 years total continuity in service. Professionals - Continuity in profession of 3 years Business - Continuity in business of 5 years.						
Prepared by Sales Executive : Name : _____ Signature : _____ Date : _____			Recommended by Sales Manager : Name : _____ Signature : _____ Date : _____ Reason for recommendation : _____			
Decision by Credit Officer (only for login) : Name : _____ Signature : _____ Date : _____ Decision : Approved / Rejected for login Rationale for decision : _____			Checked by CPA executive : Name : _____ Signature : _____ Date : _____			
* In the above checklist wherever the answers to questions asked as "NO" the checklist is to be signed by Regional Credit Officers after recommendation by the Sales Relationship Managers and then sent for login at the CPA.						



MODI

PROPERTIES &
INVESTMENTS PVT.LTD.

Off : 5-4-187/3&4, III floor,
M G Road, Secunderabad - 500 003.
Phone : 55335551 (4 lines)
Fax : 040 - 27544058
E-mail : info@modiproperties.com
Visit us at : www.modiproperties.com

DECLARATION

This is to certify that the following are the names and the residence addresses of all the Directors of the Company as on 9th December 2004

Mr. Soham Modi,

Plot No. 280, Road No. 25,
Jubilee Hills, Hyderabad - 500 034.

PH: 23545772
=

Mr. Saurabh Modi,

Plot No. 280, Road No. 25,
Jubilee Hills, Hyderabad - 500 034

PH: 23545772
=

Mr. Gaurang Mody,

Flat No. 105, Sapphire Apartments
Chikoti Gardens, Begumpet
Hyderabad - 500 016.

PH: -
=

For Modi Properties & Investments Pvt. Ltd.,

 Managing Director

SOHAM MODI,
Managing Director.

American Express Loan PDC's Cheques Details				
S.no.	Cheque.No.	Date	Cheque issued in favour of	Amount
1	848501	15/01/2005	AEBL Laon A/c of Modi Properties & Invest Pvt Ltd	53,479.00
2	848502	15/02/2005	AEBL Laon A/c of Modi Properties & Invest Pvt Ltd	53,479.00
3	848503	15/03/2005	AEBL Laon A/c of Modi Properties & Invest Pvt Ltd	53,479.00
4	848504	15/04/2005	AEBL Laon A/c of Modi Properties & Invest Pvt Ltd	53,479.00
5	848505	15/05/2005	AEBL Laon A/c of Modi Properties & Invest Pvt Ltd	53,479.00
6	848506	15/06/2005	AEBL Laon A/c of Modi Properties & Invest Pvt Ltd	53,479.00
7	848507	15/07/2005	AEBL Laon A/c of Modi Properties & Invest Pvt Ltd	53,479.00
8	848508	15/08/2005	AEBL Laon A/c of Modi Properties & Invest Pvt Ltd	53,479.00
9	848510	15/09/2005	AEBL Laon A/c of Modi Properties & Invest Pvt Ltd	53,479.00
10	848511	15/10/2005	AEBL Laon A/c of Modi Properties & Invest Pvt Ltd	53,479.00
11	848513	15/11/2005	AEBL Laon A/c of Modi Properties & Invest Pvt Ltd	53,479.00
12	848514	15/12/2005	AEBL Laon A/c of Modi Properties & Invest Pvt Ltd	53,479.00
13	848515	15/01/2006	AEBL Laon A/c of Modi Properties & Invest Pvt Ltd	53,479.00
14	848516	15/02/2006	AEBL Laon A/c of Modi Properties & Invest Pvt Ltd	53,479.00
15	848517	15/03/2006	AEBL Laon A/c of Modi Properties & Invest Pvt Ltd	53,479.00
16	848518	15/04/2006	AEBL Laon A/c of Modi Properties & Invest Pvt Ltd	53,479.00
17	848519	15/05/2006	AEBL Laon A/c of Modi Properties & Invest Pvt Ltd	53,479.00
18	848520	15/06/2006	AEBL Laon A/c of Modi Properties & Invest Pvt Ltd	53,479.00
19	848521	15/07/2006	AEBL Laon A/c of Modi Properties & Invest Pvt Ltd	53,479.00
20	848522	15/08/2006	AEBL Laon A/c of Modi Properties & Invest Pvt Ltd	53,479.00
21	848523	15/09/2006	AEBL Laon A/c of Modi Properties & Invest Pvt Ltd	53,479.00
22	848524	15/10/2006	AEBL Laon A/c of Modi Properties & Invest Pvt Ltd	53,479.00
23	848525	15/11/2006	AEBL Laon A/c of Modi Properties & Invest Pvt Ltd	53,479.00
24	848526	15/12/2006	AEBL Laon A/c of Modi Properties & Invest Pvt Ltd	53,479.00
25	848527	15/01/2007	AEBL Laon A/c of Modi Properties & Invest Pvt Ltd	53,479.00
26	848528	15/02/2007	AEBL Laon A/c of Modi Properties & Invest Pvt Ltd	53,479.00
27	848529	15/03/2007	AEBL Laon A/c of Modi Properties & Invest Pvt Ltd	53,479.00
28	848530	15/04/2007	AEBL Laon A/c of Modi Properties & Invest Pvt Ltd	53,479.00
29	848531	15/05/2007	AEBL Laon A/c of Modi Properties & Invest Pvt Ltd	53,479.00
30	848532	15/06/2007	AEBL Laon A/c of Modi Properties & Invest Pvt Ltd	53,479.00
31	848533	15/07/2007	AEBL Laon A/c of Modi Properties & Invest Pvt Ltd	53,479.00
32	848534	15/08/2007	AEBL Laon A/c of Modi Properties & Invest Pvt Ltd	53,479.00
33	848535	15/09/2007	AEBL Laon A/c of Modi Properties & Invest Pvt Ltd	53,479.00
34	848536	15/10/2007	AEBL Laon A/c of Modi Properties & Invest Pvt Ltd	53,479.00
35	848537	15/11/2007	AEBL Laon A/c of Modi Properties & Invest Pvt Ltd	53,479.00
36	848538	15/12/2007	AEBL Laon A/c of Modi Properties & Invest Pvt Ltd	53,479.00



MODI

PROPERTIES &
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Off : 5-4-187/3&4, III floor,
M G Road, Secunderabad - 500 003.
Phone : 55335551 (4 lines)
Fax : 040 - 27544058
E-mail : info@modiproperties.com
Visit us at : www.modiproperties.com

Dated 4th December 2004.

To,
Ms. Ugam,
Sales Manager,
American Express Bank Ltd.,
Hyderabad.

Sub: Unsecured loan for Rs. 15,00,000/-

Ref: Your Fax dated 03-12-2004 & the telephonic discussion with you.

With reference to the above the details of our company performance for the last two-year is given below:

S.No	Particulars	FY 2002-2003	FY 2003-2004
1	Turn Over	11.69 Crores	8.14 Crores
2	Net Profit after Tax	2.82 Crores	2.09 Crores
3	Depreciation	4.52 Lakhs	5.59 Lakhs

The terms and conditions offered by your bank are not very attractive. However, we shall be interested in taking the loan on the following terms and conditions.

Loan amount	: Rs. 15,00,000 lakhs
Tenure	: 36 months
Rate of Interest	: 15% p.a. diminishing for 1 st year there after @14% p.a.
Processing Fee	: 1% one time payment as life time processing charges

We look forward to a favourable response from your Bank.

Thank You.

Yours truly,


Soham Modi
Managing Director

ANNEXURE

1. MPIPL Memorandum of Articles
2. IT Returns of MPIPL for AY 02 – 03, 03-04, 04-05
3. IT Returns of Gaurang Mody for AY 03-04, 04-05
4. IT Returns of Soham Modi for AY 02 – 03, 03-04, 04-05
5. Office Electricity Bill
6. Soham Modi residence Telephone Bill
7. Soham Modi PAN
8. MPIPL PAN
9. Bank Statement of MPIPL from 1.8.2004 to 31.10.2004
10. MPIPL Profile & Current Projects

Received doc. all
9.12.04.
A. Rao
K. Praveen

Dual Name & Signatures

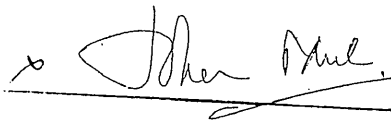
Date 06.12.09

American Express Bank Ltd.
New Delhi Branch

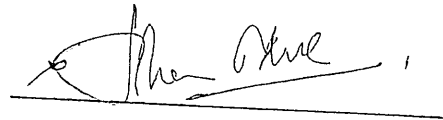
Sirs,

Dual Name/Signatures

1. I am known by two names viz, Soham Salish Modi (name1) and Soham Modi (name2) [and accordingly] [have two signatures, which are appended here below:-



{Signature1}



{Signature2}

Notwithstanding certain supporting documents about my identity bearing [my name as Soham Modi name2] [and] [my signatures as on the right hand side above], I prefer to [be known by my name Soham Salish Modi name1] [and] [sign with my signature as on the left hand side above].

Please open my account [in my name of Soham Salish Modi (name1)] [to be operated by me with my signature as on the left hand side above] and I agree to keep you indemnified therefor.

Yours faithfully,



[Signature]

[Name] Soham Salish Modi



Photograph
Of
Applicant



Personal Loans

Please tell us about yourself

Applicant		Co-Applicant	
Relationship with Applicant		Relationship with Applicant	
Status	☐ Salaried ☐ Individual professional ☐ Individual self-employed ☐ Sole proprietorship professional / Sole proprietorship Non-professional ☐ Partnership professional / Partnership Non-professional ☐ Pvt. Ltd. professional / Pvt. Ltd. Non-professional ☐ Others	Status	☐ Salaried ☐ Individual professional ☐ Individual self-employed ☐ Sole proprietorship professional / Sole proprietorship Non-professional ☐ Partnership professional / Partnership Non-professional ☐ Pvt. Ltd. professional / Pvt. Ltd. Non-professional ☐ Others
Name	<u>MODI PROPERTIES & INVESTMENTS PVT. LTD.</u>	Name	<u>MR. SOHAM MODI</u>
Office Address	<u>5-4-187/386, 3rd Floor,</u> <u>M. G. Road, Sobham Hanam</u> City <u>Gurgaon</u> Pin <u>500003</u>	Office Address	<u>Plot No 1 280, Road No 125,</u> <u>Jubilee Hills,</u> City <u>Hyderabad</u> Pin <u>500036</u>
Office Telephone	<u>55335551</u>	Office Telephone	
Office Fax	<u>37564058</u>	Office Fax	
Residential Address		Residential Address	
City		City	
Pin		Pin	
Residential Telephone		Residential Telephone	
Residential Fax		Residential Fax	
Mobile		Mobile	
E-Mail		E-Mail	
Preferred Mailing Address		Preferred Mailing Address	
To which address should we send your communication? ☒ Office ☐ Residential [Incase of company/firm mail will be sent to office address]			
Sex	☐ Male ☐ Female	Sex	☒ Male ☐ Female
Qualification	☐ Graduate ☐ Post Graduate ☐ Professional ☐ Diploma ☐ Others (Please specify) <u>Pvt. Ltd.</u>	Qualification	☐ Graduate ☒ Post Graduate ☐ Professional ☐ Diploma ☐ Others (Please specify)
Year of qualifying	<u>Company</u>	Year of qualifying	
Marital status	☐ Single ☐ Married ☐ Others (Please specify)	Marital status	☐ Single ☒ Married ☐ Others (Please specify)
No. of Dependents		No. of Dependents	
Is your Residence	☐ Self owned ☐ Rented ☐ Co. Provided ☐ Other ☐ Flat ☐ Bungalow ☐ Chawl ☐ Row house ☐ Others	Is your Residence	☒ Self owned ☐ Rented ☐ Co. Provided ☐ Other ☐ Flat ☐ Bungalow ☐ Chawl ☐ Row house ☐ Others
Years at current city		Years at current city	
Years at current residence		Years at current residence	
Nationality		Nationality	
Yours Income Tax PAN/GIR No.		Yours Income Tax PAN/GIR No.	
Yours Driving Licence No.		Yours Driving Licence No.	
Yours Passport No.		Yours Passport No.	
Type of Vehicles you currently have	☐ Car ☐ Two Wheeler ☐ 1 ☐ 2 ☐ More than 2	Type of Vehicles you currently have	☐ Car ☐ Two Wheeler ☐ 1 ☐ 2 ☐ More than 2
No. of Cars		No. of Cars	
Ownership	☐ self ☐ Company provided	Ownership	☐ self ☐ Company provided
How frequently do you travel abroad?	☐ Less than 3 times a year ☐ 3-5 times a year ☐ More than 5 times a year	How frequently do you travel abroad?	☐ Less than 3 times a year ☐ 3-5 times a year ☐ More than 5 times a year
The purpose of your travel mostly	☐ Personal ☐ Business	The purpose of your travel mostly	☐ Personal ☐ Business
For Individual		For Individual	
Date of Birth		Date of Birth	
Gross Income		Gross Income	
EMI you are comfortable servicing		EMI you are comfortable servicing	
For Companies/Firms		For Companies/Firms	
Date of incorporation registration		Date of incorporation registration	
Country of Incorporation		Country of Incorporation	
Profit Before Tax & Depreciation		Profit Before Tax & Depreciation	
EMI you are comfortable servicing		EMI you are comfortable servicing	

AMERICAN EXPRESS

Please tell us about yourself

Individual		Incuse of Companies/Firms	
If Salaried Name of current employer : _____ Current designation : _____ Year and month of joining : _____ Name of previous employer (if less than 1 year with present employer) : _____ Year and month of joining : _____ Years at current business : _____ Years at previous business (if any) : _____ No. of employees : _____ Office Premises : ☐ Self owned ☐ Rented ☐ Co. Provided ☐ Other		Details of authorised signatory Mr. / Mrs. First Name : <u>SOHAIL MODI</u> Residential Address : <u>Plot, 201/280, Road no. 15, Sublee, H-100, Hyderabad</u> City : <u>Hyderabad</u> Pin : <u>500034</u> Tel. : <u>93545772</u> Fax : <u>97544058</u> E-mail : _____ Others details : _____ No. of Employees : _____ No. of Partners/Directors : <u>Three</u> Office Premises : ☐ Self owned ☐ Rented ☐ Co. Provided ☐ Other	

Please tell us about your main bank account

Particulars	Bank Account	Do/Did you have an existing/previous relationship with American Express?
Name of Bank	<u>HDFC Bank Ltd</u>	Yes ☒ No ☐
Branch	<u>5D Road, Sec-Bad</u>	If Yes, please give the following details:
Type of account	<u>Current Account</u>	Savings Account No. _____
Account Number	<u>0422000001120</u>	Current Account No. _____
Year of opening	<u>12-06-1998</u>	Loan Account No. (1) _____
		(2) _____

Please state the purpose of Loan (Tick the relevant option)

☒ Personal Business Expansion	☐ Purchase of Consumer Durables	☐ Family Function / Festival	☐ Medical
☐ Property Purchase / Development	☐ Loan Substitution		
☐ Other (Describe) _____			

Please tell us with details of your assets (Not applicable to companies)

Movable		Immovable		Investments	
Asset	Approx. Market Value	Asset	Current Market Value	Asset	Amount
Car		Land		Fixed Deposits	
Shares/		House		PP/PPF	
Securities		Office		LIC	
Others		Others		Others	

Please provide us with details of the loan facility and manner of disbursement

Loan Amount : Rs. <u>15,00,000/-</u>	Repayment Tenor ☐ 12 ☐ 24 ☒ 36 ☐ 48 ☐ 60	Others _____
Sr. Cheque in favour of _____	Cheque Amount _____	Purpose of Original Loan _____
1. <u>Modi Properties & Investments Pvt. Ltd. 5,00,000/-</u>	2. <u>- do -</u>	3. <u>- do -</u>
I would like to avail of the Top up facility (Please write Yes/No.) <u>Yes</u>		

Please tell us about your Profession

Industry details : ☐ Manufacturing ☐ Service ☐ Trading ☐ Agriculture ☐ Export

Your Profession category :

- | | | | |
|---|---|---|--|
| ☐ 1. Advertising | ☐ 11. Chemical/Drugs/Pharma | ☐ 21. Food Processing | ☐ 31. Oil/Gas/Petroleum |
| ☐ 2. Airlines | ☐ 12. Civil Service | ☐ 22. Hotel/Restaurant/Tourism | ☐ 32. Police |
| ☐ 3. Architect | ☐ 13. Consumer Products | ☐ 23. Housewife | ☐ 33. Politics |
| ☐ 4. Armed Forces | ☐ 14. Doctor | ☐ 24. Infotech | ☐ 34. Railways |
| ☐ 5. Automobile | ☐ 15. Education | ☐ 25. Journalism | ☐ 35. Telecommunication |
| ☐ 6. Banking | ☐ 16. Electrical/Electronics | ☐ 26. Lawyers/Judges | ☐ 36. Textiles/Garments |
| ☐ 7. Beverages | ☐ 17. Engineering | ☐ 27. Marketing Services | ☐ 37. Wholeselling |
| ☐ 8. Building/Construction | ☐ 18. Farming | ☐ 28. MBA Consultant | ☐ 38. Others (Please specify) |
| ☐ 9. CA/ICWA/CS | ☐ 19. Film/Theater/Entertainment | ☐ 29. Media Services | |
| ☐ 10. Central/State Government | ☐ 20. Financial Services | ☐ 30. Merchant Navy | |

Please tell us about your Reference

Reference 1

Name : Souabhbh Modi
 Address : Modi Builders & Real Estate Pvt. Ltd.
308 Hoots, Goham, Mumbai
5-4-187/384, T.G. Road
 City Sec-Bad PIN 500003
 Tel. : 55338555

Reference 2

Name : Prasad Modi
 Address : Premier Engineering Cost
R.P. Road
 City Sec-Bad PIN 500003
 Tel. : 2138811

TERMS & CONDITIONS

1. Definitions

With respect to these Terms & Conditions, unless repugnant to the meaning or context, the term:

- "Applicant" means the Borrower and, in case of joint borrowing, includes all the Borrowers.
- "Lending Branch" means the Bank's branch at which the Loan is booked.
- "Loan" means the aggregate principal amount drawn down under the Personal Loan that may be granted by the Bank to the Applicant based on his/her/their application which is attached or is a part hereof, notwithstanding that the amount of Loan granted or drawn down may be less than that applied for and shall also include all top ups in terms of Clause 12 of these Terms & Conditions.
- "Monthly" means each of the calendar month periods ending the last day of the respective month.
- "Original Loan", in reference to a new or topped up Loan, means the Loan (or the earlier topped up Loan) which had been last sanctioned to the Applicant.
- "Outstanding Balance" means the balance of the Loan outstanding and unpaid interest, costs, charges, expenses and any other amounts payable by the Applicant in respect of or incidental to the borrowing or its recovery or realisation.
- "Welcome Letter" means the sanction letter that may be issued by the Bank to the Applicant welcoming the Applicant to the fold of Personal Loan customers of the Bank and incorporating therein the amount of Loan or Topped Up Loan sanctioned, tenor, rate (or revised rate) of interest and disbursement and other details.
- "Working day" means the day on which the Bank's branch, at which the Loan is booked, is open for business.

2. Sanction

The Bank reserves the right to reject any loan application without any reason whatsoever. In case the application is accepted with or without modifications, the Bank will issue to the Applicant a sanction letter called the Welcome Letter and the details and conditions therein will apply in addition to these Terms and Conditions. In case of any inconsistency between the contents of the Welcome letter and these Terms & Conditions, the contents of the Welcome Letter will, to that limited extent, have an overriding effect. The sanction of the Loan is subject to the execution of such other documents as may be deemed necessary by the Bank and the Applicant will sign such documents. The Applicant will not use the Loan amount for any speculative or anti-social purpose.

3. Interest

- (a) Interest will be payable at the rate set out in the Welcome Letter that will be issued by the Bank at the time of sanction or top up of the Loan and shall be compounded with monthly rests on the outstanding balance at the end of each month.
- (b) The Bank will be entitled to receive any subvention or discount or any other amount (hereinafter referred to as "the Subvention Amount"), on behalf of and for the benefit of the Applicant, if such subvention or discount or any other amount is paid/allowed by the Dealer, Consumer Durable Manufacturer, Departmental Store or any other entity in respect of the purchase; and to appropriate the Subvention Amount towards interest. The Applicant will pay the Bank the balance interest.
- (c) The rate of interest actually charged shall be the rate arrived at after taking into account the interest received by the Bank in terms of sub-clause (b) above. In no case shall the Subvention Amount received by the Bank as aforesaid be passed on to the Applicant even if the Loan, subject to the Bank permitting prepayment, is prepaid at any time.
- (d) Without prejudice to the other rights of the Bank, if the Applicant defaults in making any payment to the Bank, the Applicant shall pay to the Bank interest at the rate of 2.5% per month (or at such rate as the Bank may specify from time to time) on all the overdue amounts outstanding from the date of default till the date of payment of the entire overdue amount.
- (e) Notwithstanding anything to the contrary herein contained, if any law, regulation, order or directive (whether or not having the force of law) shall be enacted or issued or any existing law, regulation, order or directive is changed or its interpretation varied by any governmental authority or any court or howsoever, materially or adversely changing any reserve requirements or tax statutes of any sums payable hereunder, thereby in any way reducing for the Bank the sums or revenue therefrom receivable under these Terms & Conditions, the Applicant shall indemnify and hold the Bank harmless and pay promptly to the Bank on demand any shortfall in revenue caused by such event.
- (f) The Bank may in its discretion vary the interest rates from time to time. Such variation(s) would be subsequently intimated to the Applicant and would be binding upon the Applicant and the Applicant shall be bound by the same.

4. Repayment

The Loan and interest are repayable in equated monthly installments ("EMIs") as per the schedule of repayment set out in the Welcome Letter to be issued by the Bank (time being the essence of the contract). The Applicant shall issue to the Bank post-dated cheques for the EMIs and at the time of each top up of the Loan, the Applicant will issue to the Bank further post-dated cheques for the additional EMIs resulting from the top up of the Loan. The EMIs relating to these additional installments shall be as may be communicated by the Bank and may not be the same as the EMIs in respect of the Original Loan. The Applicant warrants that the cheques will be honored on first presentation. Any non-presentation of a

cheque due to any reason will not affect the liability of the Applicant to pay the EMIs or any other sum. The Applicant will be bound to forthwith replace the cheques or issue fresh cheques if required by the Bank and shall not issue stop payment instructions for any reason whatsoever. The Bank reserves the right to destroy the unbanked post-dated cheques on foreclosure of the Loan.

5. Service Charge

The Applicant shall pay to the Bank a non-refundable service charge including top up service charge as may be determined by the Bank and which will be set out in the Welcome Letter. Such service charge will not be refundable under any circumstances in spite of any prepayment or non-withdrawal of the whole or any part of the Loan.

6. Acceleration

Without prejudice to the Bank's other rights, the Bank shall be entitled to demand immediate payment/repayment of the EMIs, the outstanding amount of the Loan, interest, additional interest, fees, costs, charges, expenses, stamp duty and all other sums payable by the Applicant to the Bank under these Terms & Conditions and/or in connection with the Loan (hereinafter collectively referred to as "the Applicant's outstanding"), and the Applicant shall pay/repay the same to the Bank within 24 hours of the Bank's demand, if

- (a) The Applicant fails to pay any amount payable to the Bank on or before the due date.
- (b) The Applicant commits breach of any of the Terms & Conditions.
- (c) It is found that the Applicant has made any misrepresentation to the Bank.
- (d) The Applicant or any partner or director of the Applicant ceases to carry on the declared profession and/or becomes disqualified or disentitled (temporarily or permanently) from carrying on the declared profession and/or ceases to be a member of the association of professionals and/or any other association of professionals of which the Applicant or any partner or director of the Applicant is a member and/or if any disciplinary proceeding or action is initiated or taken against the Applicant or any partner or director of the Applicant.
- (e) There is any change in the status, constitution or information relating to the Applicant and such change has not been communicated to the Bank or if the change, although communicated, is considered by the Bank to be a material adverse change.
- (f) Upon top up of a Loan the Applicant fails and/or neglects to furnish to the Bank such number of additional EMI cheques as required by the Bank.
- (g) There exists any circumstance which in the opinion of the Bank prejudicially affects or may affect the Bank's interest or the Applicant's ability to repay the Loan.
- (h) Any application for dissolution, insolvency, winding-up or liquidation is made or admitted in respect of the Applicant.

7. Repayment on Demand

Notwithstanding anything stated elsewhere in these Terms & Conditions, the Applicant's outstanding shall be payable by the Applicant to the Bank on demand. The Bank may at any time in its sole discretion and without assigning any reason, call upon the Applicant to pay the Applicant's outstanding and thereupon the Applicant shall, within 48 hours of being so called upon, pay the whole of the Applicant's outstanding to the Bank without any delay or demur.

8. Miscellaneous

- (a) If the Applicant has applied for the Loan as a professional, he/she confirms, represents and declares that the Applicant is a professional as set out in the application and is duly qualified to practice as such professional.
- (b) If the Applicant has applied for the Loan as a company or a partnership firm, the Applicant confirms, represents and declares that it carries on the profession set out in the application and is duly qualified to carry on such profession.
- (c) If the Applicant holds the academic/professional qualifications, the Applicant confirms, represents and declares that the Applicant is also a member of the association of such professionals and in case the Applicant is a company or partnership firm, the Applicant's directors/partners hold the academic/professional qualifications and is/are also member/s of the association of professionals.
- (d) If the Applicant is a professional or in case of the Applicant being a company or partnership firm, if the Applicant's directors/partners hold the academic/professional qualifications, the Applicant shall forthwith (and in any event within 48 hours of occurrence of the event) inform the Bank in writing, if the Applicant or any of the Applicants or any partner(s) or director(s) of the Applicant or any of the Applicants ceases to carry on the declared profession and/or becomes disqualified or disentitled (temporarily or permanently) from carrying on the profession and/or ceases to be (a) member(s) of the association of professionals and/or any other association of professionals of which the Applicant or any of the Applicants or any director/partner of the Applicant is a member and/or any disciplinary proceeding or action is initiated or taken against the Applicant or any of the Applicants or any director/partner of the Applicant or any of the Applicants or if there is a change in either its residential or office address.
- (e) The Bank shall be entitled to recompute the EMIs if the Bank varies the interest rates.

(f) The Applicant shall bear and pay all taxes (including interest tax), rates, duties, charges and other imposts and obligations, existing as well as future, in respect of or incidental to the Loan and its recovery.

(g) The EMIs shall automatically stand increased by any rates, taxes (including interest tax), charges imposts, levies or monies whatsoever that are or may be levied or increased on the EMIs, interest or the transaction hereunder or which are or may become payable by the Bank and the same will be borne and paid by the Applicant.

(h) The Bank shall have a paramount right of set-off and a paramount right of lien on all monies, accounts, securities, deposits, goods and other assets and properties belonging to the Applicant or standing to the credit of the Applicant (whether singly or jointly with any other person/s) that are or may at any time be with or in possession or control of any branch of the Bank for any reason or purpose whatsoever.

(i) Any statement of account furnished by the Bank shall be accepted by and be binding on the Applicant and shall be conclusive proof of the correctness of the amounts mentioned therein. If the Applicant desires to question any statement or any part thereof, the Applicant shall inform the Bank full details of the same within 15 days of receipt of the statement by the Applicant and the Applicant shall not be entitled to do so thereafter on any ground whatsoever.

(j) The Applicant will not close or change the account on which the post dated cheques mentioned above are drawn without the prior written permission of the Bank.

(k) The Applicant shall not stop payment of or call upon the Bank to refrain from presenting any cheques for payment and if the Applicant does so, the Bank shall nevertheless be entitled to present the cheques for payment, without prejudice to the Bank's rights in the event of dishonor.

(l) If any cheque given by the Applicant to the Bank is dishonored for any reason whatsoever, then without prejudice to the Bank's other rights (including those under the Negotiable Instruments Act, 1881), the Applicant shall pay to the Bank, a sum specified by the Bank in its discretion (not exceeding Rs 1000/-) as the Bank's charges for the dishonor of the cheque on every occasion when the cheque is dishonored.

(m) The Applicant shall comply with and be bound by the Bank's rules in force from time to time with regard to the Loan, its use and its repayment.

(n) The Applicant is not a minor and is competent to execute these Terms & Conditions. If the Bank so requires, the Applicant shall furnish or cause to be furnished to the Bank such evidence of such competence as the Bank may from time to time require.

(o) The Applicant shall not change his/her/its name or constitution without the Bank's prior written permission.

(p) The Applicant shall forthwith inform the Bank in writing of the Applicant's new address if there is any change in the Applicant's address.

(q) The Applicant shall obtain the Bank's prior written permission before borrowing any amount from any other bank, company or financial institution.

(r) If the Applicant is a company, it shall not permit or suffer any substantial change in its shareholding pattern or its board of directors or any change in its management without the Bank's prior written permission.

(s) The Applicant may at any time during the pendency of the Loan apply for a top up. The Bank may in its sole discretion grant such a top up on such terms and conditions as it may deem fit. Save and except the specific terms and conditions communicated to the Applicant at the time of such top up, such top up will be governed by the provisions of these Terms & Conditions.

(t) If the Applicant commits any default in the repayment of any EMI of the Loan or any other amounts due to the Bank in connection with the Loan, the Bank shall be entitled to enforce, recover from and appropriate any security whatsoever given by the Applicant to the Bank in connection with any other borrowing or transaction of the Applicant with the Bank, notwithstanding that such security was given for the specific borrowing or transaction and the Applicant shall keep the Bank duly indemnified against all consequences of the Bank enforcing, recovering from or appropriating any such security.

9. Prepayment

The Applicant may repay the entire outstanding Loan after 6 months from disbursement of the Loan and in case of top up of the Loan, from the date of disbursement of the Topped Up Amount by giving to the Bank not less than 15 days' notice in writing of the Applicant's intention to prepay. However, such full prepayment of outstanding will be allowed at the sole discretion of the Bank. In case of full prepayment, the Applicant may do so by paying to the Bank in full the outstanding principal amount of the Loan, all outstanding EMIs, interest charges and other sums payable by the Applicant to the Bank. Along with the prepayment, the Applicant shall also pay to the Bank a prepayment charge of 5% of the amount prepaid. Interest and all other charges shall be leviable till the end of the month in which the prepayment is made. The prepayment shall take effect only when cash has been paid or the payment cheques have been cleared.

10. Verifications through third parties

The Applicant, by applying for the Loan, authorises the Bank, at the risk and at the cost of the Applicant, to engage one or more person(s) to verify any fact or information furnished by, concerning and pertaining to the Applicant and/or to collect the Applicant's outstanding and/or to enforce any security and may furnish to such person(s) such documents, information, facts and figures as the Bank deems fit and may delegate to such person(s) the right and authority to perform and execute all acts, deeds, matters and things connected therewith or incidental thereto as the Bank thinks fit. If any default is committed by the Applicant, the Bank and the person(s) authorized by the Bank may approach any person and inform him/her of the terms of these Terms & Conditions and/or the default and/or such other matters and receive from him/her any amount payable by him/her to the Applicant.

11. Disclosure of Information

Notwithstanding anything to the contrary contained in any other document or communication, the Applicant, by applying for the Loan authorises the Bank, in its sole discretion, by itself or through authorised persons, lawyers, agencies or credit bureaus to make references and inquiries and check up and testify any information given, obtain credit reports to determine the credit worthiness and provide any and/or all the acquired information to any other party and to disclose at any time or share with or in any manner make available to any agencies, bureaux, companies, firms, associations, corporate or unincorporated bodies and other persons including any outside agencies and credit Bureaux (whether for their own use or for onward communication or disclosure by them to others) any information whatsoever concerning the outstanding, the Applicant's account(s), the Applicant's financial relationship and history with the Bank, the manner of operation of the Applicant's account(s) with the Bank, the debit and credit balance in any/all account(s) of the Applicant with the Bank, any defaults by the Applicant, any securities given by the Applicant for this or any other financial relationship or facility granted or to be granted to the Applicant and/or the identities, ages, addresses, telephone and fax numbers and other information relating to the Applicant and/or the Applicant's directors, shareholders, members and partners (hereinafter collectively referred to as "the Information"). The Applicant shall not hold the Bank responsible for sharing and/or disclosing the Information now or in the future and also for any consequences suffered by the Applicant and/or others by reason thereof. The Applicant hereby agrees as a precondition of the Loan granted to be granted by the Bank to the Applicant, that in case the Applicant commits default in the repayment of the Loan or any payment of interest or any agreed installment of the Loan on the due date(s), the Bank and/or the RBI will have an unqualified right to disclose or publish the Applicant's name or the name of the Applicant's company, firm or unit and its directors, partners or proprietor as the case may be as defaulter in such manner and through such medium as the Bank and the RBI in their absolute discretion may deem fit.

12. Top Up of Loan

(a) At the completion of each period of 12 months from the date of disbursement of the Loan, if the performance of the Applicant in repayment of the Loan and all other facilities which the Applicant may have availed of from the Bank at that time is, in the opinion of the Bank, satisfactory, the Bank may top it up and send by

mail to the Applicant a cheque for the difference between the Original Topped Up Loan amount and the balance Loan outstanding from the Applicant (less accrued interest and other charges) called the Topped Up Amount. The Topped Up Loan (including the new disbursement as well as the outstanding Loan) will be treated as a fresh loan called the Topped Up Loan. Save and except the terms, conditions and interest rate which may be revised through the new Welcome Letter, all the other terms and conditions pertaining to the Original or earlier Topped Up Loan will also apply to the Topped Up Loan.

(b) The Applicant will have the option of accepting or rejecting the Topped Up Amount Cheque. Encashment of the Topped Up Amount Cheque by the Applicant will be deemed to signify/indicate the Applicant's acceptance of the top up of the Loan and intention to be bound by these Terms and Conditions for the Topped Up Loan.

(c) Interest on the Topped Up Loan will be payable at the rate set out in the Topped Up Loan Welcome Letter that will be issued by the Bank at the time of each top up. In case the Applicant has not accepted the Topped Up Amount Cheque, the Original Loan will continue for the balance tenor of the Loan but at the fresh interest rate as specified in the Topped Up Loan Welcome Letter. The balance of the Original Loan will accordingly carry interest at the revised rate. The effect of the interest rate revision will be adjusted in the new EMI cheques or, in case the Applicant has not accepted the top up, then, at the close of the Loan or at the time of the next top up.

(d) The Topped Up Amount along with the differential interest, if any, on the Original Loan is repayable in EMIs as per the Schedule of Repayment set out in the Topped Up Loan Welcome Letter to be issued by the Bank. The Applicant shall issue to the Bank post-dated cheques for the EMIs and warrant that the cheques will be honored on first presentation. Any non-presentation of a cheque due to any reason will not affect the liability of the Applicant to pay the EMIs or any other sum. The Applicant will be bound to forthwith replace the cheques or issue fresh cheques if required by the Bank and shall not to issue stop payment instructions for any reason whatsoever. The Applicant will be considered a defaulter in case he fails to give post-dated cheques within the time frame communicated in the Topped Up Loan Welcome Letter.

(e) Without prejudice to the contents of clause 3 in these Terms & Conditions, the Bank shall be entitled to revise the rate of interest at the time of every top up of Loan and the revised rate shall apply to the entire Loan (and not to the Topped Up Amount only) from the date of such top up and shall be binding on the Applicant.

(f) The Demand Promissory Note, Application Form and Terms & Conditions obtained from the Applicant at the time of disbursement of the Original Loan will continue to apply to the Topped Up Loan. The Demand Promissory Note executed by the Applicant shall be a security for the repayment of the ultimate balance or sum remaining unpaid under the Loan notwithstanding the fact that the outstanding may from time to time be reduced and topped up.

(g) The offer of a Topped Up Loan may be withdrawn by the Bank at any time at its sole discretion without assigning any reason therefor.

13. Successors & Assigns

These Terms & Conditions shall be binding upon the Applicant and the Applicant's heirs, executors, administrators and legal representatives for the benefit of the Bank and its successors and assigns.

14. Securitisation

The Bank shall, at any time, without any consent of or reference to the Applicant, be entitled to secure all or any of its rights, benefits and/or obligations in respect of the Loan to any other party and/or obligor/financial participation in the Loan from any other party, which may be the transferee or which may be participating in the Loan.

15. Communications

(a) Any notice or other correspondence addressed by the Bank to the Applicant may be addressed to the Applicant's address stated in the attached Application Form or to such other address as the Bank may be aware.

(b) All notices, correspondence, statements, intimations and communications may, at the discretion of the Bank, be served by ordinary post, fax, email, hand delivery or otherwise and, in case of post, shall be deemed to have been served on the Applicant at the time it would have been delivered in the normal course.

(c) In the event of any change in the Applicant's postal or email address or fax number, the Applicant shall forthwith intimate the same to the Bank failing which, service of notices, correspondence, statements, intimations and communications to the address or number last given by the Applicant shall be deemed to be service on the Applicant.

16. Costs, charges, expenses

All costs (including Advocates' costs) charges, expenses, taxes, duties (including stamp duties) in connection with the Loan, any document executed pursuant thereto and the creation, enforcement, realization or attempted realization of any security shall be borne by and paid by the Applicant alone.

17. Non-waiver

Any delay in exercising or omission to exercise any right, power or remedy accruing to the Bank under these Terms & Conditions shall not impair any such right, power or remedy and shall not be construed to be a waiver thereof or any acquiescence by it in any default and shall not affect or impair any right, power or remedy of the Bank in respect of any other default.

18. Joint Applicants

If there are two or more Applicants, the Applicants' liabilities shall be joint and several and accordingly all references herein to the Applicant shall be deemed to be joint and several.

19. Jurisdiction

The Applicant submit(s) to the jurisdiction of courts in the city in which the Lending Branch is located.

Please sign this declaration

I/We confirm that: All the information provided by me/us in this form is true to the best of my/our knowledge

I/We are resident(s) in India and have read and clearly understand the Terms & Conditions attached to this form and irrevocably and unconditionally agree to be bound by them.

[Signature]
Date of Application

[Signature]
Signature of Applicant

[Signature]
Signature of Co-Applicant

All loans subject to the discretion of American Express Bank Ltd. Conditions Apply.

For office use only

City _____	Source Code : ☐ Direct ☐ DSA	RM/DSA Code : _____	RM/Dealer Sales Staff name : _____
RM/DSA's Signature : _____		DSA Stamp : _____	

In case of any queries, please contact us at :

Bangalore 2248 7515 Chennai 2855 9293 Kolkata 2243 6639 Mumbai 2490 9180 New Delhi (Gurgaon) (95124) 280 1020

Email us at : personalfinanceindia@aexp.com

From :

Dated : 09/12/2004.

Name of the Customer : Modi Properties & Investments Pvt. Ltd.

Address : S-4-187/386, 3rd Floor,
Soham Mansion, H.G. Road,
Sec-Bad.

To,

The Branch Manager

HDFC Bank Ltd.

GD Road,

Sec-Bad.

Reference : My Savings/Current Account # 0622000001120

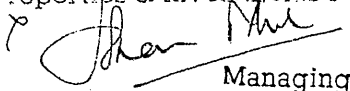
Subject : Bank Statement Verification

Dear Sir/Madam

Please find enclosed a copy of my bank statement collected from your office. I am sending my representative with the same, requesting you to verify the authenticity of these statements from your records.

Thanking you in anticipation

For Modi Properties & Investments Pvt. Ltd.
For Modi Properties & Investments Pvt. Ltd.


Managing Director
Signature of the a/c holder

PROMISSORY NOTE

Date: 17.12.04

Place: Hyderabad

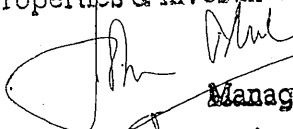
Amount Rs 1500000/-

On Demand I/We Modi Properties & Investments Pvt. Ltd. /
Soham Satish Modi

(jointly and severally) promise to pay **AMERICAN EXPRESS BANK LTD** or order a sum of
Rupees Fifteen lakh's only

together with interest thereon at rate of 17 percent per annum, or at any other rate which the bank
may fix from time to time, with monthly/quarterly rests, for value received. AND I/We waive presentment,
noting and protest of this promissory note.

For Modi Properties & Investments Pvt. Ltd. For Modi Properties & Investments Pvt. Ltd.,


Managing Director



Managing Director

Address:

5-4-187/3&4 1st floor.

M.G. Road.

Secunderabad 500003.



MODI

PROPERTIES &
INVESTMENTS PVT. LTD.

Off : 5-4-187/3&4, IIFloor,
M.G.Road, Secunderabad - 500 003.
Phone : 66335551
Fax : 040-27544058
E-mail : info@modiproperties.com
Visit us at : www.modiproperties.com

To,
The Credit Manager,
American Express Bank Ltd.,
301, Diamond Block,
Somajiguda,
Hyderabad – 500 082.

Date: 05.12.2006

Dear Sir,

Sub.: Unsecured loan availed by us vide our loan a/c. no. 100958853.
Ref: Your payouts details dated 20.11.2006.

With reference to the above, we would like to bring to your kind notice that we want to close our loan account and on this basis you have charged 5% on the outstanding amount as pre-closure charges which is not so reasonable as we both have been maintaining cordial relation so far and we are very much interested to maintain the same in future also. Hence you are requested to waive off the pre-closure charges and accept the remaining balance. Please look into the matter and do the needful.

Thank You.

Yours sincerely,
For MODI PROPERTIES & INVESTMENTS PVT. LTD.,

Soham Modi
Managing Director

Date: 01-08-2007.

To,
The Bank Manager
HDFC Bank Ltd.,
S.D.Road,
Secunderabad – 500 003

Sub : Stop Payment Letter of unsecured loan, cheques of Rs. 53479/- per month.

Ref : Current A/c. No.0422000001120 in the Name of Modi Properties and Investments P. Ltd.

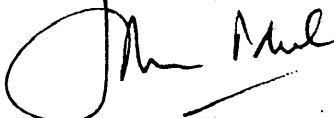
Dear Sir,

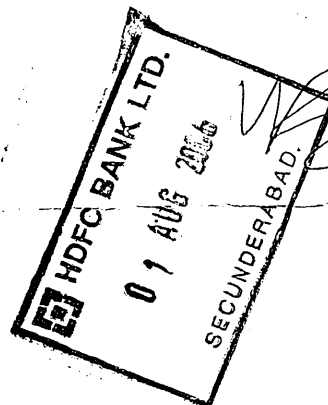
In connection with above cited matter this is to bring to your bank notice that we have issued cheques for the Unsecured loan with American Express Bank Ltd for Rs. 53479.00 (Rupees Fifty Three thousand four hundred and seventy nine only) till 15.12.2007, the cheque series from 848534 to 848538. Hence we request you to stop the payment of Rs. 53479/- Every month for above cheque numbers.

Kindly do the needful.

Thanking You,

Your Faithfully,
For Modi Properties & Investments Pvt Ltd


Authorised Signatory.





MODI

PROPERTIES &
INVESTMENTS PVT. LTD.

Account
closed on
01/08/07.
away
01/08/07

Off : 5-4-187/3&4, II Floor,
M.G.Road, Secunderabad - 500 003.
Phone : 66335551
Fax : 040-27544058
E-mail : info@modiproperties.com
Visit us at : www.modiproperties.com

Date: 31.07.2007

To,
The Credit Manager
American Express Bank Ltd
Somajiguda,
Hyderabad

Dear Sir,

Sub: Fore closure of Loan Account
Ref: Our Loan account No- 31328036.

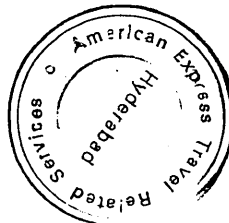
With reference to the above please find enclosed DD for Rs. 2,55,646/- (Rupees Two Lakhs Fifty five thousand six hundred and fourty six only) bearing No-134591 dt 31.07.2007 Drawn on HDFC Bank Ltd, S.D.Road, Secunderabad towards fore closure of our account.

Kindly do the needful and issue the no due certificate.

Thanking You,

Yours Faithfully
For Modi Properties and Investments Pvt Ltd

Authorised Signatory.



Received

Verification no: 23223640



MANAGER'S CHEQUE

VALID FOR SIX MONTHS FROM THE DATE OF ISSUE

DATE Ref. No. 042120043421

31/07/2007

AMERICAN EXPRESS BANK LTD.

OR ORDER

TWO LAK FIFTY FIVE THOUSAND SIX HUNDRED FORTY SIX ONLY

RS

2,55,646.00

For HDFC BANK LTD.

HYDERABAD - SECUNDERABAD

SECUNDERABAD - 500 003

AUTHORISED SIGNATORIES

134591 5002400031 999991 12