

FORTUNE COMMERCIAL VEHICLES

Mahindra

(Authorised Dealer for Mahindra Trucks Buses Ltd.)

Regd. Office: 183/184, Rashtrapathi Road, Secunderabad - 500 003.

Rise.

Corp. Office: 5-4-187/6/5/14, 3rd Floor, P.M. Modi Commercial Complex, Karbala Maidan, Secunderabad – 3. 040-27523300 Showroom & Workshop: Sy. No. 647/1, Pedda Amberpet, Kalan, Hayathnagar, Rangareddy (D) - 501 505 Showroom & Workshop: No: 4-5/A, Survey No: 238/A, Dorakunta Village, Kodad (M), Nalgonda (D). Telangana - 508 206.

TAX INVOICE - CUM - DELIVERY CHALLAN

RTA Copy

TIN NO. 36346526976

Invoice No. FCV/2016-17/134 Dated 3-Feb-2017

Sold to,

SOHAM MODI (HUF)

REP: SOHAM SATISH MODI

5-4-187/3&4, 2ND FLOOR, SOHAM MANSION

M G ROAD, RANIGUNJ

SECUNDERABAD, TELANGANA-500003

MOBILE NO:9502288200

Under	Hypothecation '	with : HDFC BA	NK LTD
SE	· · ·) P · · · · · · · · · · · · · · ·	**************************************	

Engine No. TEG4J77285

, Chassis No. MA1HA2TEDG3J17216

, Insurance. NATIONAL INSURANCE

CO. LTD

Model. MAHINDRA DI 3200 CABIN & LOAD CARRIER BSIV

Colour. M5WHITE

_, TR No.___TS29ATR3992

Vehicle Description:

MAHINDRA DI 3200 CABIN & LOAD CARRIER BSIV

Rs. 6,60,012.00

VAT @ 14.5%

Rs. 95,702.00

Rs. 7,55,714.00

Total Rupees Seven Lakh Fifty Five Thousand Seven Hundred Fourteen only

For FORT

COMMERCIAL VEHICLES

Authorised Stanston

E. & O.E

Note:

- 1. Goods once sold shall not be taken back.
- 2. All disputes are subject to jurisdiction of Secunderabad Only.
- 3. Interest @ 18% P.A will be charged if bill is not paid immediately.

Disclaimer:

Received the vehicle in good condition & order, also received the marked documents alongwith the vehicle: Form-21 & 22: Service Manual, TRC.

Signature and Seal of Customer

FIFEFERNK

Date: 31/01/2017

To,
M/s. FORTUNE COMMERCIAL VEHICLES
HYDERABAD

Sub: Approved for 1 NO MAHINDRA DI3200 to M/S SOHAM MODI HUF

Dear Sir.

We approved loan facility of Rs 2,50,000/- for purchase of 1 No MAHINDRA DI3200 in the name of M/S SOHAM MODI HUF. We request you to release the said asset to M/S SOHAM MODI HUF after we make the Payment of Rs 2,47,150/- for the above asset in your favour in the below terms.

Amount

2,47,150/-

Less

Magt Fee

1,500/-

Stamp Duty (0.50%)

1,350/-

CP

Subvention

2,47,150/-

Payment will be made for 2.47.150/-(After deducting stamp Duty, Credit Protect and processing fee) to you.

Customer Details :

M/S SOHAM MODI HUF

H.NO.5-8-187/3 & 5, II nd floor

SOHAM MANSION, RANIGUNJ, HYDERABAD - 500003

Hypothecation: HDFC BANK LTD.

Thanking you & assuring you our best serivics at all times you.

FC Bank Ltd.

For M/S.HDEd Bank Lt

undulated Signatory

Authorized Signatory

HDFC Bank limited D.No:7-1-210,3rd floor, Burgula V.C. Complex, Balkampet, Ameerpet, Hyderabad-500016(TS).



Repayment Schedule

Date : Page No.: 08/02/2017

Agreement No.

45286989

UCIC

Customer

SOHAM MODI HUF

Tenure Total Instl Currency

35 35

INDIAN RUPEE

Loan Type LIGHT COMMERCIAL VEHICLE LOAN Amount Financed 250,000.00

Frequency Monthly

					·	
Instl.	Due Date	Cheque Num	Instl Amt	Principal	Interest	O/s Principal
Bank N	lame: HDFC BA	ANK LTD				
Contract to the contract of th	05/03/2017	SI	8,621.00	5,911.90	2,709.10	244,088.10
The second second	05/04/2017	SI	8,621.00	5,975.95	2,645.05	238,112.15
X	05/05/2017	SI	8,621.00	6,040.71	2,580.29	232,071.44
******	05/06/2017	SI	8,621.00	6,106.17	2,514.83	225,965.27
	05/07/2017	SI	8,621.00	6,172.34	2,448.66	219,792.93
	05/08/2017	SI	8,621.00	6,239.23	2,381.77	213,553.70
	05/09/2017	SI	8,621.00	6,306.84	2,314.16	207,246.86
	05/10/2017	SI	8,621.00	6,375.18	2,245.82	200,871.68
	05/11/2017	SI	8,621.00	6,444.27	2,176.73	194,427.41
10	05/12/2017	SI	8,621.00	6,514.10	2,106.90	187,913.31
11	05/01/2018	SI	8,621.00	6,584.69	2,036.31	181,328.62
12	05/02/2018	SI	8,621.00	6,656.04	1,964.96	174,672.58
13	05/03/2018	SI	8,621.00	6,728.17	1,892.83	167,944.41
14	05/04/2018	SI	8,621.00	6,801.08	1,819.92	161,143.33
15	05/05/2018	SI	8,621.00	6,874.78	1,746.22	154,268.55
16	05/06/2018	SI	8,621.00	6,949.28	1,671.72	147,319.27
17	05/07/2018	SI	8,621.00	7,024.58	1,596.42	140,294.69
18	05/08/2018	SI	8,621.00	7,100.70	1,520.30	133,193.99
19	05/09/2018	SI	8,621.00	7,177.65	1,443.35	126,016.34
20	05/10/2018	SI	8,621.00	7,255.43	1,365.57	118,760.91
21	05/11/2018	SI	8,621.00	7,334.05	1,286.95	111,426.86
22	05/12/2018	SI	8,621.00	7,413.53	1,207.47	104,013.33
23	05/01/2019	SI	8,621.00	7,493.87	1,127.13	96,519.46
24	05/02/2019	SI	8,621.00	7,575.07	1,045.93	88,944.39
25	05/03/2019	SI	8,621.00	7,657.16	963.84	81,287.23
^ 26	05/04/2019	SI	8,621.00	7,740.14	880.86	73,547.09
<u> </u>	05/05/2019	SI	8,621.00	7,824.01	796.99	65,723.08
28	05/06/2019	SI	8,621.00	7,908.80	712.20	57,814.28
29	05/07/2019	SI	8,621.00	7,994.50	626.50	49,819.78
30	05/08/2019	SI	8,621.00	8,081.13	539.87	41,738.65
31	05/09/2019	SI	8,621.00	8,168.70	452.30	33,569.95
32	05/10/2019	SI	8,621.00	8,257.22	363.78	25,312.73
33	05/11/2019	SI	8,621.00	8,346.70	274.30	16,966.03
34	05/12/2019	SI	8,621.00	8,437.15	183.85	8,528.88
35	05/01/2020	SI	8,621.00	8,528.88	92.12	0.00
4 (1 	Total:		301,735.00	250,000.00	51,735.00	

FORTUNE COMMERCIAL VEHICLES

183-184, R.P.ROAD, SECUNDERABAD - 500003

SOHAM MODI (HUF)

Ledger Account

REP:SOHAM SATISH MODI 5-4-187/3&4, 2ND FLOOR,SOHAM MANSION M G ROAD, RANIGUNJ SECUNDERABAD,TELANGANA-500003 MOBILE NO:9502288200

1-Feb-2017 to 15-Mar-2017

							Page 1
	Date	F	articulars	Vch Type	Vch No./Excise Inv.No.	Debit	Credit
1-2	-2017 By		Opening Balance				5,00,000.00
	3-2-2017	То	SALES(VEHICLE-LCV)@14.5%	SALES @ 14.5%	FCV/2016-17/134	7,55,714.00	
		То	HDFC 50200007466689	Payment-1	0302-07	4,100.00	
		То	HDFC 50200007466689	Payment-1	0302-08	663.93	
		То	NATIONAL INSURANCE CO LTD	Journa Voucher-1	0302-02	27,646.00	
		Ву	HDFC A/C.NO.50200004235020	Receipt	1121		39,728.00
		Ву	DISCOUNT ALLOWED	Credit Note	41		1,246.00 🕶
\bigcirc	8-2-2017	Ву	HDFC A/C.NO.50200004235020	Receipt	1152		2,47,150.00
	28-2-2017	То	ROUNDED OFF	Journa Voucher-1	2802-06	0.07	
						7,88,124.00	7,88,124.00



Soham Modi HUF

5-4-187/3 & 4, II Floor, Soham Mansion, M.G. Road, Secunderabad - 500 003.

Fortune Commercial Vehicles

Ledger Account

1-Apr-2016 to 16-Mar-2017

Date		Cheque No Vch Type	Vch No./Excise Inv.No.	Narration	Debit	Page 1 Credit
	To HDFC Bank Book	000443 Bank Paym	ent BP-1	Ch. No. :000443 Being cheque issued to Fortune Commercial Vehicles towards advance payment for purchase of Mahindra	5,00,000.00	
	To HDFC Bank Book	000448 Bank Paym	ent BP-1	Jayo Vehicle Ch. No. :000448 Being cheque issued to Fortune Commercial Vehicles towards advance payment for purchase of Mahindra Jayo Vehicle	39,728.00	
3-2017	To HDFC Bank Mahindra Jayo Loan	Journa	l. 155	Being Loan amount approved for purchase of Mahindra Jayo Vehilce Loan	2,47,150.00	
	By Mahindra Jayo	Journa	l 156	A/c.No 45286989 Being Jayo Vehilce purchased against Vide Bill No:-134 Dt:- 03.02.2017	•	7,55,714.00
	By Misc Expenses	Journa	157	Being Number plates		664.00
	By Vehicle Insurance	Journa	! 159	charges of Jayo Vehicle Being Vehilce Insurance & Temporary Registration charges of Jayo Vehicle	tet ja et	27,646.00
16-3-2017	By Registration Exp -Vehicle	Journa	l 164	Being Jayo vehicle		4,100.00
	To Discount Received	Journa	l 165	Being Discount received on purchase of Mahendra Jayo	1,246.00	
				Vehicle		

NEUNE TWY NATMENT

FORM - 20 (See Rule 47) APPLICATION FOR REGISTRATION OF A MOTOR VEHICLE

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

To
The Registering Authority,
RTA-HYDERABAD-NZ

RTA	HYDERABAD-NZ		
1.	Full Name of person to be registred as Registered owner	SOHAM MODI (HUF)	·
	Son/Wife/Daughter of	SOHAM SATISH MODI	
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)	5-4-187/3&4,2NDFLOOR SOHAM MANSION OPP. BHARAT PETROLBUNKSECUNDERABAD RANIGUNJ (M) HYDERABAD (DT) TG	
4.	Termporary/Official Address (if any)	5-4-187/3&4,2NDFLOOR SOHAM MANSION OPP. BHARAT PETROLBUNK SECUNDERABAD RANIGUNJ (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)		
	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 COMMERCIAL VEHICLES 238/A DORAKUNTA KODAD KODAD NALGONDA SURYAPET - 508206	
	If ex-army vechile or imported vechile, enclose proof. If locally manufactured Trailer/Semitrailer, 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)	Goods Carriage	

14			Open
15.			Transport
16. 17.			MAHINDRA & MAHINDRA LTD
18	, ,		09-2016
19.			71.07
20.			2523.00
21.	Maker's classification or if not know	n,wheel	2654
22.	Dase		
23.	Porton prints)		MA1HA2TEDG3J17216
	Battery Operated Vehicles	ase or	TEG4J77285
24.	(including dityer)		3
25.	The state of the s		DIESEL
26. 27.			2115.00
27	Particulars of previous registration as registered number(if any)	nd	
28.		front end	M5WHITE
	I here by declare that the motor vec	hile has no	t been registered in any state in India
AD	DITIONAL PARTICULARS TO BE COME	PLETED ON	LY IN THE CASE OF TRANSPORT VEHICLES OTHER THAN MOTOR CAB
29.	Inumber, description, size and ply	I ON	
	rating of tyres,as declared by the manufacturer	a) Front	Axle= 7.00X16-14PR 118/113K
	manuracturer	b) Rear A	
	į	c) Any Ot	
	1	Axle=	118/113K
		d) Tande Axle=	m
30.	Gross vehicle weight	(a) as co	tified by manufacturer 4600.00 Kgms
			tified by manufacturer 4600.00 Kgms registered 4600.00 Kgms
31.	Maximum axle weight	a) Front	
	_	1 '	
		b) Rear A c) Any Ot	1.00
		Axle=	0.00
<u> </u>		d) Tande	m Axle= 2650.00
32.	(a)Overall length (b)Overall width		
	(c)Overall height		
	(d)Over hang		
	The above particulars are to be see or more axles or, to the extent application is the extent application of the property of t	filled in for cable,for tr le.The follo	a rigid frame motor vehicle of two or more axle for an articulated vehicle of ailer, where a second semi-trailer or additional semi-trailer are to be wing particulars are to be furnished for each such semi-trailer
	Unladen weight	2115.00	
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	Insurance	Certificate or Cover Note
	certificate of insurance under Chapter XI of the Act		03/033505
	and the state of t	Date 03- 6	02-2017
		of	
38	The yeshile is exempted 6	(name of	company)valid from 03-02-2017 to 02-02-2018
30.	The vechile is exempted from insurance. The relevant order is enclosed		
39.	I have paid the prescribed fee of Rs.		
	/TGCFSTONLINE/Dealer/AllinO	In a Drine a	mv
.net	/ IOCESTONLINE/Dealer/AllinO	псения	· 08

Date:

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

Note:-The motor vechile above described is-

- (i) Subject to Hire-purchase agreement/lease agreement with
- (ii) Subject to hypothecation in favour of HDFC BANK 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 Hirepurchase, 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 **TS29ATR3992**

Chassis No MA1HA2TEDG3J17216

Engine No TEG4J77285

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

То

The Financer

THE FINANCES

(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

Specimen signature of the Registered Owner

(1)

(1) (2)

(2)

Note: The principle rules were notified in the Gazette of india vide G.S.R.590(E) dated 2nd june 1989 and last amended vide G.S.R.589(E) dated 16th september 2005



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

Name of the Owner

Display Name on RC Card

Father/Husband/Rep. by Name

Nationality

Address

Description of Vehicle

Class of Vehicle Maker's Name

Type of Body **Seating Capacity**

Colour

ine No

Chassis No

Maker's Class Fuel Used

Vehicle to be Registered at

: TS29ATR3992

: SOHAM MODI (HUF)

: SOHAM MODI (HUF)

: SOHAM SATISH MODI

: Indian

: SECUNDERABAD , 5-4-187/3&4,2NDFLOOR SOHAM MANSION OPP. BHARAT PETROLBUNK RANIGUNJ RANIGUNJ(M), HYDERABAD(DT)

: Goods Carriage

: MAHINDRA & MAHINDRA LTD

: Open : 3

: M5WHITE

: TEG4J77285

: MA1HA2TEDG3J17216

: MAHINDRA DI 3200 CABIN & LOAD CARRIER BSIV

: RTA-HYDERABAD-NZ - TS010

OPP. HANUMAN TEMPLE TIRUMALAGHERRY ,SECUNDERABAD 500015

ValidUpto-

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

TS29ATR3992

Valid From Tax Paid Rs. TR Fees Rs.

: 03-02-2017

HPA Fees Rs.

Transaction No

: 1500.00

: NET016283046

UNDER HYPOTHICATION WITH HDFC BANK LTD

03-02-2017

This Vehicle is AMEERPET

HYDERABAD HYDERABAD

Date

: 03-02-2017



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

– a bjø wadst versus **describen** ariox

1) Welcome letter from the Transport Deportment, Temporary registration certificate, Tax receipt, Form 20 (in duplicate if covered by hypothecation), Form 21, Form 22, Insurance Papers



Issuing O Office Cod Office Add DIRECT F Taramand Andhra Pro Contact No	le: 551100 Iress: HYDERABAD DIV ourth Floor, 5-9-13, 413, al Complex, Salfabad, H adesh Hyderabad - 50 umber: 23241277	10001030	Business Source: 55 Sales Channel Code Jame: Hyderabad D Sontact Number:	551100	er e	Tre	गंशनल इन्स्य National Insur usted Since 1
SECUNDE	Name: SÖHAM MÖDI (I.NO.5-4-187/3&4, 2ND RABAD, City: HYDERA NA, PIN: 500003.	HUF) REP.BY: SOH, FLOOR, SOHAM MA BAD, District: HYDEI	AM SATISH MODI NSION, M.G. ROAL RABAD, State:	Customer ID: 9701081 D. Phone: E-Mail:	252 PAN	£	
Policy Ef	fective from 16:00 h	ours. on 03/02/20	117 to midnight	A COLOR OF THE STATE OF THE STA		t the followings.	******************
	Premium	₹ 24,040.00) I to midnight o				
	Service Tax	₹ 3,366.00		Cover Note Number and [)ate 550503033505	and 03/02/2017	
	Swachh Bharat cess	₹ 120.00		Proposal March			
	Krishi Kalyan cess	₹ 120.00	¹	Proposal Number and t	late 880017020300	98027 Dt. 03/02/201	17
Reco	overable Stamp Duty	₹ 0.00	m in in the second of the seco	Receipt Number and E			
	Total Amount	₹ 27,646.00		Policy Number and Expiry C		003285 Dt. 06/02/2	2017
(Rupees T	wenty Seven Thousand	Six Hundred Fourty		only Number and Expiry	ale NA	* * * * * * * * * * * * * * * * * * *	
Vehicle IDV		44400	Ven	Cle Details			
IDV (Trailer	/ Sidecar)	₹ 7,17,928.00	R	egn. Number	NEW-0001	CHARLES.	Ballagara d
Electrical Ac	cessories	NA NA	E	ngine or M/c No. hassis Number	TEG4J77285	· · · · · · · · · · · · · · · · · · ·	
Non Electric Fiber Glass	al Accessories	NA		nassis Number egn. Authority	MA1HA2TEDG3J NA	17216	
CNG/LPG U	nit	NA NA	G	ographical Area	india India	- con security	
Total IDV		77,17,928.00		ake odel	Mahindra and Ma	hindra Limited	
Addl. Towing	Unarges	NA NA		ariant	MAHINDRA TRAC	o (Marketine and a second of
1.0		4600	CI	ass of Vehicle	Goods carrying ve	hicles -Public Carn	ers - >3
Year of Mfg.	ating / Carrying Capacity	y 3 2017		ody Type / Color	wheeled Open/White		
THE WAY WAS		1 6011		egn. Date	NA	* ************************************	
Financier Ne Clauses, En Clauses, En Clauses, En Clauses, En Clauses, En Clauses, En Clauses, rein any one dis number perr Persons or accident and vehicle where Vehicles Rul Important Ne company of dause head	Y under section (I-I(I)) I I-I(I) I I I-I(I) I I I I I I I I I I I I I I I I I I	\$ 500.00 Such amount of 7,50,000.00 1 Hypothecation, anties Applicable: In carriage of goods willing. (2)Use whilst toy pelled vehicles. (3)Us document and comirated to drive: Any per holding or obtaining port of goods at the lot indemnified if the ms appearing in the	Third Party. It as is necessary to my (In respect of any on HDFC BANK LTD.) IT 21.39, Nil Deprecible meaning of the meaning of the meaning any trailers, except or carrying passe gunder the purview son including insure such a license. Protime of the accident vehicle is used or coertificate in order to	eet the requirement of the mile claim or series of claims are lation (UIN):NIC-MO-A00-00-line Motor Vehicles Act. The Propert the trailer's insured with langers in the vehicles; excelled the vehicles of Workmen's Compensation of Provided that a person drivided also that the person hat and that such a person sall driven otherwise than in accordance comply with the Motor Vehicles (1998).	otor vehicles Act 1986 ising out of one eventually of the eventual of the eventual of the company, or the other endowers of the company of the employees (other than Act 1923" wing holds an effective Lee isfies the requirement	Occurrence.) 1)Use for organisec towing (other than an the driver) not a driving license at timer's license may s of Rule 3 of the	for reward) of exceeding the the time of the also drive the Central Motor
1980.							
iåik Nord ≹	Printed on 06/02/2017	by ID : 55967, AID :					
						Page no: 1	
	नेशनल इन्थ्योरेन्स National Insurance	कस्पनी लिमिटेड Company Limited	्र कार्यालय Office :		पंजीकृत एवं प्रधान काय Registered & Head (र्तित्यः ३, मिडिल्टन र Office : ३, Middleton	ट्रीट, कोलकला - 70 Street, Kolkata - 70
kerekaran di seseta di ker		[‡] ই তাইনিটানিত ভালত শৈশিক কৰি । কাম্যতি কালি নিশ্বমান কৰি	oggical and the state of the st	er e	enter from the state of the sta		

Date: 08/02/2017

To,

2473 1

SOHAM MODI HUF 5-8-187/3 AND 4 END FLOOR SOHAM MANSION RANIGUNI MG ROAD HYDERABAD - 500003 TELANGANA Phone: 9502200911

Dear Customer,

Recently, you made a well-informed choice. You chose us to fulfill your need with a quick and convenient loan solution. Today, we take this opportunity to welcome you into the HDFC Bank family.

For your reference, we are enclosing the Loan Repayment Schedule for your Loan Account No 45286989.

Register your Loan Account through NetBanking, using a One Time Password (OTP) on your registered mobile number (as given in contact details above) and you will be able to access your loan details online.

Visit www.hdfcbank.com >> Ways to bank >> Bank Online >> Loan Accounts Online.

Loan account details you can view through Netbanking

Loan Summary: Installment loan summary including loan account number, loan amount, tenure and product.

Transaction History: EMI status and details of last 9 transactions for the Loan Account.

Loan Account Details: EMI, due date, future principal, remaining tenor, loan maturity date, overdue EMI and overdue charges (if any).

Personal Details: Account holder name details including address, PAN number.

Provisional Interest Statement: Provisional Interest Statement generation for all linked accounts.

Welcome Letter: Welcome letter giving Loan Amount and EMI start date details.

Repayment Schedule: EMI Due Dates with break-up of Principal and Interest.

Overdue Payment: In an unforseen event of default you can make the overdue payment online through the HDFC BANK Website www.hdfcbank.com -> Services &Tools -> Calculators -> Pay Online - Overdue Loan.

Interest Rate Change: Interest rate change details for flexible loan products.

Query/Feedback: Separate query/feedback module for resolving customer queries related to loans.

We are grateful to you for choosing HDFC Bank and we look forward to providing you with the best of services and further enhancing our relationship in future.

Yours sincerely,

HDFC Bank

This is a computer generated letter hence does not require any signature.

HDFC BANK LTD.

Please quote your Loan Account Number whenever you contact us.

For any further clarification, please call on given customer service centre.

At: RETAIL LOAN SERVICE CENTRE 1)1-10-60/3,G2,SURYODAYA,OPP SHOPPERS STOP BEGUMPIET,2)2-3-34/8 R DEVIL

LAL COMPLEX UPPAL MAIN ROAD, HYDERABAD, 500016.

Phone No: 40-61606161,. Email: loansupport@hdfcbank.com



AGREEMENT FOR LOAN AND GUARANTEE

This composite Agreement for Loan and guarantee is made on the date and at the place mentioned in the Schedule hereunder written, BETWEEN

The Borrower, the details whereof are stated in the Schedule hereunder written of the First Part.

AND

2. The 'Guarantor', the details whereof are stated in the Schedule hereunder written of the Second Part.

AND

HDFC BANK LIMITED, a banking company within meaning of Companies Act, 1956 having its registered Office at HDFC Bank House. Senapati Bapat Marg, Lower Parel (West). Mumbal 400 013 and a Branch Office in India at the address mentioned in the Schedule nercunder written hereinafter referred to as "the Bank" (which expression shall, unless repugnant to the context or meaning thereof, shall be deemed to mean and include its successors and assigns) of the Third Part. The Borrower and the Co-Borrower shall unless it is repugnant to the context or meaning thereof jointly referred hereinafter as the Borrowers.

WHEREAS:

The Borrower(s) has approached the Bank to avail of a loan to be extended to the Borrower for / against any of the following purposes and the

Guarantor(s) has / have agreed to guarantee the said Loan.

(a) Purchase of new Asset along with all accessories and any incidental expenses.

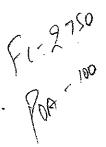
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- (b) Refinance on the old asset / Purchase of an old Asset with all accessories and any incidental expenses.
- (c) The purpose for which the loan is given is specified in the Schedule hereunder written

At the request of the Borrower(s) and/or the Guarantor(s), the Bank has granted / agrees to grant the loan requested for, upon the following terms and conditions which have been duly accepted by the Borrower(s) and Guarantor(s) jointly and / or severally.

IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS UNDER:

- DEFINITIONS The terms and expressions contained in this Agreement and specified in the "Schedule" are briefly defined as under:
 - 1.1. "BORROWER." "Co BORROWER" shall mean and include where the context admits and subject as hereinafter provided. (a) In case the Borrower is an individual / sole proprietary concern the hers, executors legal representatives and permitted assigns of the individual / sole proprietor; (b) in case the Borrower is a partnership firm the partners for the time being and from time to time of the partnership firm, the survivor or survivors of them, their respective heirs, administrators, executors, legal representatives and permitted assigns and (c) in case of the Borrower being a company its successors and permitted assigns.
 - 1.2 "City of Registration" In relation to:
 - (a) New Asset to be acquired, shall mean the city where the Asset is to be registered, if required and
 - b) Used Asset acquired or to be acquired, shall mean the city or town where such Asset is registered, if required, with the Registering Authority or any other competent authority for non registerable assets.
 - c) New Non Registered assets, shall mean the city where the Asset has been purchased, if required, with the Registering Authority or any other competent authority for non registerable assets.
 - 1.3 "Asset/s or Hypothecated Assets" shall collectively or otherwise referred specifically for context herein shall mean certain equipment, machinery and / or vehicles used in construction activity and / or in support of construction activity and/or mining activity and / or material handling activity and / or industrial activity and / or any motor vehicle to be owned and acquired by the Borrower(s) in respect of which the Loan is to be made as acceptable to the Bank, which is to be owned by the Borrower(s) or which is owned by the Borrower(s) and against the security of which the Bank has granted the Loan.
 - 1.4 "Clause" shall mean the clause in this Agreement.
 - 1.5 "Corporation" shall mean any body corporate constituted or incorporated under any statute.
 - 1.6 "Documents" or "Collateral Documents" shall mean this Agreement and such other documents incidental hereto and / or contemplated hereby, which the Borrower has furnished to the Bank and / or on which the Bank has relied upon to extend this loan facility to the Borrower.
 - 1.7 "Fees and Charges" shall mean and Include Processing Charges, Service Charges, Pre-payment Charges. Cheque Bounce Charges, Late Payment Charges; Cheque Swapping Charges, Loan Reschedulement Charges, Valuation Charges, Loan Statement Charges, Loan Cancellation & Rebooking Charges, Stamp Duty and other Statutory Charges, NOC Issuance Charges, Legal Collection, Repossession & Incidental Charges Transaction Fee and other charges and all other amounts receivable by the Bank hereunder, but not limited to those specified herein.



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- 2.3.7 In the case of any variation, adjustment in the rate of interest as per this agreement, the number of installments and tenure of the loan under this Agreement may vary accordingly. The Borrower and / or the Guarantor(s) agrees and undertakes to forthwith issue fresh Post Dated Cheques, fresh Standing instructions, and fresh instructions for Electronic Clearing System (ECS) for the change in installments on the loan amount under this Agreement and tenure of the loan as applicable, within one week on receipt of the intimation from the Bank or approached by Bank's appointed agencies.
- 2.3.8 Changes to the BPLR during the calendar month / quarter shall not affect the interest payment of the current month. For the purpose of computation, the prevailing BPLR at the beginning of every month / quarter shall be the basis for computing BPLR Linked Interest Rate for such month / quarter. For the purpose of this clause, the beginning of the every month / quarter shall be the 1st of every month / quarter.
- 2.3.9 The BPLR Linked Interest Rate shall be reset by the Bank based on the then prevailing BPLR. Thereafter, the BPLR Linked Interest Rate applicable to the amount of the loan under this Agreement will be applied by the Bank on and after the date so included by the Bank on which such reset would apply.
- 2.3.10 Save and except as provided herein below in Clause 2.3.11, the EMI is intended to be kept constant irrespective of the variations in the BPLR Linked Interest Rate and therefore the EMI(s) is not likely to vary. In case of variation of the EMI(s), intimation will be provided to the
- 2.3.11 Notwithstanding anything to the contrary, the Bank shall based on the BPLR Linked Interest Rate applied on the loan under this Agreement, have right, to increase the EMI(s), in the following circumstances:
 - (a) If the EMI(s) would lead to a negative amortization i.e. where the EMI(s) is not adequate to cover the interest in full and / or,
 - (b) If the principal component of the EMI(s) is inadequate to amortize the Loan within such period as may be determined by the Bank.
- On delay in the repayment of interest and I or any other repayment by the Borrower beyond such repayment due date, the Bank shall be entitled to charge an additional interest @ 2% p.m. or such other rate as may be specified by the Bank from time to time on the entire such outstanding amount, whether of loan, interest or any other charges payable hereunder. The aforementioned charge would not affect the obligation of strict compliance with the repayment schedule. The parties hereto expressly agree that time is the essence of the contract.
- All payments to be made by the Borrower to the Bank under or in terms of this Agreement shall be made by cheque duly crossed and marked 'A/c Payee Only' and the collection charges, if any, in respect of all such cheques will begin to accrue in favour of the Bank as and from the date of issuance of the cheque irrespective of the time for transit/collection / realization / of the cheque by the Borrower or his bank. The Borrower agree/s to replace the cheques / issue fresh cheques if required by the Bank.
- Any dishonouring of cheque / revoke the SI / ECS instructions, would make the Borrower liable to a flat charge and in case of dishonouring / nonpayment on the second presentation, Cheque-Bouncing Charges as stated in the Schedule would be levied. The levy of charge upon dishonouring / non payment of the cheque, revoke of SI / ECS instructions is without prejudice to the rights of Bank under section 138 of Chapter XVII of the Negotiable Instruments Act, 1881 or any other rights and remedies in law.
- The Borrower shall pay one time up front fees towards services to be rendered by the Bank. The upfront fees for service rendered is described in schedule of this Agreements.
- The Bank shall furnish a statement of account on or by the 31st of March each year, or at the beginning of Loan Agreement stating there in the amount due, the interest charged etc. Any such statement of account furnished by the Bank shall be accepted by and be binding on the Borrower and shall be conclusive proof of the correctness of the amount mentioned therein. Without prejudice to what is stated above, if the Borrower desires to question any statement or any part thereof or any matter connected there with the Borrower and shall inform the Bank with full details of the same within 15 days of the receipt of the statement by the Borrower and the borrower shall not be entitled to do thereafter on any ground whatsoever.
- Any dispute being raised about the amount or interest computation or any other amount under the Agreement will not enable the Borrower to withhold payment of any installment.
- 2.10 The charges mentioned in the Schedule of this Agreement are subject to change at the sole discretion of the Bank.
- 2.11 The loan shall be disbursed in one lumpsum or in suitable installments in the sole discretion of the Bank (which decision shall be final and binding on the Borrower). The Borrower shall acknowledge the receipt of the loan disbursed in writing.
- 2.12 In case of any statement or Duplicate Document specially required by the Borrower, the bank shall charge as stated in the Schedule

REPAYMENT

- The loan amount, interest and other charges thereon shall be repaid by the Borrower and / or the Guarantor(s) in installments as per the repayment schedule herein. Notwithstanding the same, the Bank may at any time, without the provision of any reason therefore, require repayment of the loan amount, interest and other charges thereon as mentioned in the Schedule forthwith and may appropriate all the amounts available with the Bank towards these amounts and in such case the Borrower and / or the Guarantor(s) agrees and undertakes to prepay the Loan as mentioned above forthwith. Further, the computation / fixation of installments shall be without prejudice to the right of the Bank to recompute the interest on the basis of the agreed rate. The repayment shall commence as per the repayment scheme irrespective of the delivery of the vehicle. Strict compliance with the repayment scheduled is an essential condition for the grant of the Ioan. The Borrower and or the Guarantor(s) shall repay the loan, interest and other charges by way of installments, the number of which herein and of amount(s) also are mentioned in the Schedule. Out of these installments, the number of installments as mentioned in the Schedule herein are payable prior to the disbursal of the Loan ("Advance EMI/ Installment/s"). The balance number of installment as mentioned in the Schedule are each payable at the end of period as specified the Schedule herein or after such other period as specified by the Bank from time to time. The number of cheques and the amounts of installment/s are as mentioned in the Schedule with date corresponding with the day when each of the above installments is payable, each in favour of the Bank (the said cheques are hereinafter referred to as "Post Dated Repayment Cheques").
- No notice, reminder or intimation shall be given by the Bank to the Borrower prior to the presentation of any the Post-Dated Repayment



thereof, charges, taxes, assessments or other outgoings,

- 9.3. allow inspection of the Hypothecated Asset and all documents relating thereto for verification thereof or making valuation by (a) the Bank or (b) its officers, auditors, technical experts, management consultants, valuers or any other persons authorised for the purpose by the Bank.
- 9.4 Not sell, encumber, transfer or otherwise dispose of or suffer or allow to suffer any attachment (including installation of LPG / CNG Kit) or distress to the Hypothecated Asset or any parts thereof or allow anything that may prejudice or endanger the security herein without the express consent in writing of the Bank.

The Borrower undertakes to get the registration certificate endorsed in the name of the Bank (if applicable under Motor Vehicles Act), to further express the fact that the Asset stands hypothecated to the Bank. Any direct or indirect transfer of the Asset would be deemed to be criminal breach of trust and case of cheating entitling the Bank to file / pursue FIR or a Criminal complaint against the Borrower and Guarantor(s) without prejudice to the Bank's other rights and remedies in law. The said hypothecated Assets are in the custody of the Borrower in their capacity as ballees.

- 9.5 On demand being made by the Banker without demand, if any of the events mentioned in clause arise: -
- (a) to give immediate actual possession to the Bank, its nominees or agents (as the case may be) of the Hypothecated Asset;
- to transfer, deliver and endorse all registrations, policies, certificates and documents relating to the Hypothecated Asset to the Bank, its nominees or agents (as the case may be); and
- (c) do and execute or cause to be done and executed at the costs and expenses of the Borrower, all such acts, deeds, assurances, matters, and things as may be required by the Bank for further assuring and confirming the security created herein and the rights, powers and remedies hereby conferred;
- 9.6 a) sign and deliver the necessary forms that may be required to be filed with the Registering Authority or other authorities under the Motor Vehicles Act or any other law for the time being in force to record the charge of hypothecation on the said Asset, created or to be created in favour of the Bank.
 - b) submit to the Bank a certified true copy of the registration certificate with lien noted favouring the Bank relevant to the Asset for which the loan has been taken. This registration certificate will be submitted within 60 days of having taken delivery of the Asset or 150 days from the date of disbursal of the loan, whichever is earlier
 - c) for non registerable assets, submit to the Bank an original invoice with lien noted favouring the Bank relevant to the Asset for which the loan has been taken. This original invoice will be submitted within 30 days of having taken delivery of the Asset or 60 days from the date of disbursal of the loan, whichever is earlier.
- 9.7 Punctually pay all the sums stated elsewhere this Agreement.
- 9.8 Obtain a specific NOC for individual assets from the bank in case of transfer of asset from city of registration or outside India,

10. INSURANCE AND MAINTENANCE

- 10.1 The Borrower shall at its own expense during the continuance of the security herein keep the Hypothecated Asset covered under comprehensive risks, including riot, civil commotion risks, fire, theft, 'unlimited third party risk and other hazards as stipulated from time to time with such insurance company as may be required by the Bank by timely payment of all premium in respect of such insurance and produce and deliver (it so required by the Bank) any insurance policy, cover note or receipt on demand by the Bank for its inspection and verification.
- 10.2 The insurance policy to be taken out hereunder shall be in the name of the Borrower and the Bank shall be described as loss payee under such insurance;
- 10.3 The Borrower agrees and undertakes to keep and maintain in good and marketable condition the said Asset at its own expense and replace all such parts whether broken or damaged, as is the normal practice adopted for the maintenance of any Asset. The Borrower expressly agrees to engage mechanics, dealers service facilities expressly authorized by the manufacturer of the Asset to effect repairs and to service the Asset.
- 10.4 If the Borrower falls to comply with any of the terms mentioned above in this Clause, the Bank may without prejudice to its rights and remedies under this Agreement and; In law take such steps as it may deem fit to keep and maintain the Asset or insure or renew such insurance at the Borrower's costs, charges and expenses, which shall be reimbursed by the Borrower on demand by the Bank.
- In order to safeguard the security for the loan and to ensure that the Bank's lien is marked on the insurance, the Bank may get the insurance done on behalf of the Borrower, by being a facilitator and making the premium payment to the approved insurance company through the Borrower's post-dated cheque / pay orders / any other payment instructions. However, the Bank shall not be obliged to do the same and any non-payment on the part of the Bank due to any reason whatsoever shall not effect the liability of the Borrower to pay the necessary insurance premium and to keep the Asset(s) insured. The first claim on any insurance proceeds shall be that of the Bank with respect to insurance policy and its renewal as stipulated from time to time and shall pay Rs. 250 or such other amount as may be specified by the Bank from time to time as nominal compensation for the services rendered by the Bank for facilitating the abovementioned arrangement with the insurance company and ensuring that the Bank's name is marked under insurance. The transaction fee is subject to change at the discretion of the Bank. The Bank shall be entitled to recover any payments made pursuant to this clause as part of the dues under this Agreement.
- 10.6 The Bank at its option shall be entitled to adjust, settle or compromise in any manner whatsoever at the Borrower's cost any dispute arising under or in connection with any such policy of insurance and such adjustment, settlement and compromise shall be valid and binding on the Borrower.
- 10.7 The Bank at its option will have the right to appropriate any monles received from the insurance company towards the Borrower's obligations to the Bank.
- 10.8 The Borrower accepts that the Bank shall not be liable for any loss on account of Non-Renewal of Insurance of the Asset and / or delay / nonpayment by the Insurance company / or any settlement claim by the Borrower.

11. COVENANT TO PAY BY GUARANTOR(S)

11.1 In consideration of the Bank granting or continuing to make available the loan so long as it may think fit to the Borrower, the Guarantors)



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loan to be immediately due and payable, whereupon the same shall become payable together with accrued interest thereon, the charges as set out in the schedule hereunder written and any other sums then owned by the Borrower herein.

On the question whether any of the above events / circumstances has/ have occurred / happened, the decision of the Bank shall be final conclusive and binding on the Borrower and / or the Guarantor(s).

14. JOINT AND SEVERAL LIABILITY

The Guarantors) (and in case there are more than one, all, of them jointly and severally), hereby agree to the following:

- 14.1 that their liability is co- extensive with that of the Borrower and as between the Bank and themselves they are to be considered as principal debtors / obligors to the Bank for all dues, obligations, liabilities and responsibilities undertaken in favour of the Bank under this guarantee. The Guarantor(s) hereby agrees to keep the Bank fully indemnified against all damage, loss, costs and expenses arising from any failure of the Borrower to carry out any such purported obligation or liability.
- 14.2 that the Bank shall be at liberty to sue the Borrower and the Guarantor(s) jointly and / or severally or shall be entitled to proceed against the Guarantor(s) only, in the first instance.
- 14.3 that the liability of the Guarantor(s) shall not be affected nor shall the Guarantee herein be discharged or diminished by reason of:
- (i) the Bank compounding with, discharging, releasing or varying the liability of or granting any time, indulgence, or concession to the Borrower or any other person or omitting to claim to enforce payment from the Borrower or any other person; or,
- by any variance made without their consent in the terms of this contract or transaction between the Bank and the Borrower; or,
- (iii) by any contract made between the Bank and the Borrower by which the Borrower be released; or,
- (Iv) any act or omission which would not have discharged or affected the liability of the Guarantor(s) had it been the principal debtor instead of the Borrower or by anything done or omitted which but for this provision might operate to exonerate the Guarantor(s): or,
- (v) by the Bank losing the security; and the Guarantor(s) hereby waive all suretyship rights that may otherwise be available to them.
- (vi) the Bank enforcing or not enforcing any of its security and the Bank shall be entitled to take any proceeding (legal or otherwise) against the Guarantor(s) prior to, simultaneously or subsequent to any proceeding (legal or otherwise) against the Borrower or any other person or entity.
- 14.4 that the Guarantor(s)'s obligation to pay arises two days after dispatch of written notice by the Bank by registered post irrespective of whether the Borrower have been called upon or proceeded against to pay the outstanding amounts, interest and other charges under and in relation to the said loan. Such a notice, of demand by the Bank against the Guarantor(s) shall be final and conclusive evidence that the Borrower has committed a default and that the monles and the amounts claimed thereunder is due and payable by the Borrower to the Bank and the Guarantor(s) 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 whatsoever.

15. CHARGES AND EXPENSES

The Borrower shall without prejudice to any right the Bank may have in law, pay on demand of the Bank the following charge:

- 15.1 The Borrower shall pay charges as stated in Schedule or such other amount as stipulated by the Bank from time to time, towards Cheque Bouncing Charges for each time a Post Dated Repayment Cheque, Standing Instruction, ECS Instruction is returned / revoked for any reason whatsoever.
- 15.2 The Borrower shall from time to time on demand, reimburse the Bank for all costs and expenses (including legal fees) that may be incurred in or in connection with the preservation and *I* or enforcement of any of the rights of the Bank under this Agreement.
- 15.3 The Borrower undertakes to indemnify the Bank against any loss or expense, (including legal fees) which it may sustain or incur as a consequence of any default by the Borrower in the performance of the obligations expressed to be assumed by it in this Agreement.
- 15.4 The Borrower shall be liable to pay various charges for possession of the Asset like tow away charges, godown charges, rentals and other such expenses incurred by the Bank for effecting the possession of the Asset and for its safe keeping etc.
- 15.5 The Borrower shall be liable to pay Cheque Swapping Charge's as stated in Schedule or similar charge's towards replacement of the Post Dated Cheques / ECS instruction given by him. _

16. EVIDENCE OF DEBT

- 16.1 The Bank shall maintain in accordance with its usual practice, accounts in its books evidencing the amounts from time to time owing to it herein. A certificate in writing signed by an officer of the Bank stating the amount at any particular time due shall be conclusive and binding on both the Borrower and the Guarantor(s).
- 16.2 The Borrower and the Guarantor(s) (jointly and severally) hereby agree/s to accept the Bank's accounts of sales, realization and recovery of the Hypothecated Asset as sufficient proof of amounts realized and related expenses.
- 16.3 In any legal action or proceeding arising out of or in connection with this Agreement, the entries made in the accounts maintained pursuant to Clauses 2 and 3 shall be prima facie evidence of the existence and amounts of the obligations of the Borrower therein recorded and amount of realization, recovered and expended;
- The Borrower and Guarantor(s) (jointly and severally) hereby agree/s to accept the Bank's accounts for any amounts due under this Agreement, Insurance, costs, charges and expenses as sufficient proof of the amounts being spent by the Bank.

17. ENFORCEMENT

- 17.1 If the Borrower fails to perform any of the obligations herein and the same (if capable of remedy) is not remedied to the satisfaction of the Bank within the period to be specified by the Bank; or,
- 17.2 any of the "Event of Default" pursuant to the terms of Clause 13 arise (whether demand for repayment is actually made or not) then and in



- 20.2 The Borrower and / or the Guarantor(s) expressly agrees, recognises and accepts that the Bank shall be absolutely entitled and full power and authority to securities in whole or in part, and / or whether with or without the underlying security the loan along with all the amounts outstanding thereon, in such manner and on such terms the Bank may decide, irrespective of whether the Bank gives the borrower and / or the guarantor any notice regarding the same.
- 20.3 The Bank may disclose to a potential assignee or to any person who may otherwise enter into contractual relations with the Bank in relation to this Agreement such information about the Borrower as the Bank shall consider appropriate.

21. THE BANK WILL NOT BE LIABLE FOR ANY

Notwithstanding anything contained herein: -

- 21.1 The Bank shall not in any way be responsible for delay, omission or neglect in encashment, damage or loss of any cheques (already given or to be given by the Borrower to the Bank in terms hereof) for any reasons whatsoever, and / or shall be payable by the Bank for being applied in terms of Clause 19 and / or,
- 21.2 The Bank shall not be responsible for delay, or non-delivery, or any defect, damage, or quality of the Asset. It is further agreed that the Bank shall not be responsible or liable even if there is a defect or dispute of any nature in the title (even if the Asset is found to be a stolen Asset) or ownership of the Asset.

22. SEVERABLITY

If any provision of this Agreement is invalid or unenforceable or prohibited by law where that provision is to be performed, this Agreement shall be considered divisible as to such provision and such provision shall be inoperative and shall not be part of the consideration moving from any party hereto to the other and the remainder of this Agreement shall be valid and binding and of like effect as though such provision was not included herein.

23. CONSENT TO DISCLOSURE

- 23.1 The Borrowers authorize HDFC Bank to disclose, from time to time any information relating to the Loan to any parent / subsidiary / affiliate / associate entity of HDFC Bank, and to third parties engaged by HDFC Bank, for purposes such as marketing of services and products.
- 23.2 The Borrower / Guarantor understand that as a pre-condition, relating to grant of the loans / advances / other non-fund-based credit facilities to me / us, the Bank, requires his / her / their consent for the disclosure by the Bank of, information and data relating to him/her/them, of the credit facility availed of / to be availed, by him / her / them, obligations assumed/to be assumed, by him / her / them, in relation thereto and default, if any, committed by him/her Ahem, in discharge thereof.
- 23.3. Accordingly, The Borrower / Guarantor hereby agree and give consent for the disclosure by the Bank of all or any such;
- a) Information and data relating to him / her / them;
- b) The information or data relating to any credit facility availed of / to be availed, by him / her / them and
- c) Default, if any, committed by him / her / them, in discharge of his/her/them such obligation. As the Bank may deem appropriate and necessary to disclose and furnish to Credit Information Bureau (India) Limited and any other agency authorised in this behalf by RBI.
- 23.4. The Borrower / Guarantor declare that the information and data furnished by his / her / them to the Bank are true and correct. 23.5 The Borrower / Guarantor undertake that
- (a) the Credit Information Bureau (India) Limited and any other agency so authorised may use, process the said information and data disclosed by the Bank in the manner as deemed fit by them; and
- (b) the Credit Information Bureau (India) Limited and any other agency so authorised may furnish for consideration, the processed information and data or products thereof prepared by them, to banks / financial institutions and other credit grantors or registered users, as may be specified by the Reserve Bank in this behalf.

24. COMMUNICATION/NOTICES/CORRESPONDENCE

- Any notice, approvals, instructions, demand and other communications given or made by the Bank shall be deemed to be duly given and served if sent by courier, normal post, registered post, facsimile, electronic mail, personal delivery, sms or by pre-paid registered mail addressed to the Borrower's address, phone/ mobile number, fax number or email as given in the Application (or at the address changed on which Bank's acknowledgement is duly obtained as hereinafter mentioned) and such notice and service shall be deemed to take effect on the third working day following the date of the posting thereof in case of courier, normal post, registered post, at the time of delivery if given by personal delivery, upon receipt of a transmission report if given by facsimile, upon sending the electronic mail or sms if given by electronic mail or sms.
- 24.2 Every notice, request, demand or other communication issued by the Borrower(s)/Guarantor to the Bank under this Agreement shall:
- (a) be in writing, delivered by hand, or by registered post, acknowledgement due;
- (b) be deemed to have been received when delivered by hand, at the time so delivered if during business hours on a business day, and if given, by registered post acknowledgment due, 48 hours after it has been put into post; and
- (c) be sent to the Bank at its Lending Office Address as per the Schedule or to such other address as the Bank may in writing hereafter notify to the Borrower(s)/Guarantor.
- 24.3 Either party may, from time to time, change its address, Email ID, Phone and Mobile number as provided in application form or representative for receipt of notices or other communications provided for in this Agreement by giving to the other not less than 2 working days prior written notice to the Party.
- 24.4 In all correspondence, the Account Number and also the full Registration Number of the Vehicle/Equipment details, i.e. the Vehicle / Equipment Registration Number, Engine Number and Chassis Number should be quoted by the Borrower(s)/Guarantor.



Bank may direct. Any cost in this behalf, whether on account of such sale, assignment or transfer or enforcement of rights and recovery of outstandings and dues shall be to the account of the Borrower. The Borrower acknowledges and undertakes to pay to third parties the difference between the loan amount outstanding and the loan amount outstanding and the amount received by the Bank in the event of transfer of the portfolio a third party. The third party shall have the authority to collect the due amounts.

27. MISCELLANEOUS

- 27.1 Notwithstanding anything mentioned in the loan documents we the Borrower(s) acknowledge that the Bank reserves an unconditional right to cancel/terminate our right to avail of or make drawals from the unavailed portion of the Loan sanctioned at any time during the currency of the Loan, without any prior notice to us.
- 27.2 The Schedule attached hereof shall form part and parcel of this "Composite Agreement for Loan and Guarantee".
- 27.3 The Borrower expressly agrees that any dealer / supplier / manufacturer / seller for the Asset, by or through whom this transaction may have supplier / the manufacturer / seller of the Vehicle / Equipment and that the Bank shall not be liable for any representations or statements made by such dealer / supplier / manufacturer / seller to the Borrower have been introduced, negotiated or conducted shall not be deemed to be an agent of the Bank nor shall the Bank be deemed to be the agent of such dealer / supplier / the manufacturer / seller of the Asset and that the Bank shall not be liable for any representations or statements made by such dealer / supplier / manufacturer/seller to the Borrower.
- 27.4 No forbearance, indulgence or relaxation or inaction by the Bank at any time to require performance of any of the provisions of this Agreement shall in any way affect, diminish or prejudice the right of the Bank to require performance of that provision and any waiver or acquiescence by any party of or in any breach of any of the provisions of this Agreement shall not be construed as a waiver of or acquiescence in any continuing or succeeding breach of such provisions, a waiver of any right under or arising out of this Agreement or acquiescence in or recognition of rights and / or position other than that expressly stipulated in this Agreement.
- 27.5 All remedies of the Bank 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.
- 27.6 No modification or amendment of this Agreement and no waiver of any of the terms or conditions hereof shall be valid or binding unless made in writing and duly executed by all the parties.
- 27.7 This is a continuing Agreement and all the rights, powers and remedies hereunder shall apply to all past, present and future obligations of the Borrower and the Guarantor(s) to the Bank, including those arising under successive transactions which shall either continue existing obligations, increase or decrease them or from time to time create new obligations after any or all prior obligations have been satisfied, and notwithstanding the death, incapacity, or bankruptcy of the Borrower or the Guarantor(s), or any other event or proceeding affecting the Borrower or the Guarantor(s).
- 27.8 The headings of the articles and other sub-divisions of the Agreement have been inserted for convenience of reference only and shall not be deemed to constitute a part hereof nor shall the same effect the interpretation of any part of the Agreement.
- 27.9 In this Agreement, if the context permits or requires words importing the masculine gender shall include the feminine and neuter genders, and words in the singular number shall include the plural-and vice versa.

28. EXPENSES OF THE AGREEMENT

All costs (including advocates cost), charges, expenses, taxes, duties (including stamp duties) registration charges in connection with the agreement, any document executed pursuant hereto and the creation, enforcement, realization or attempted realization of any security, insuring and taking possession of, maintaining, storage and selling of the vehicle shall be incurred and paid by the Borrower(s) alone. In the event the stamp charges as aforesaid are paid by the Bank on the Borrower's behalf, the Borrower shall reimburse the same at actuals to the Bank within 24 hours of the Bank's demand.

29. ACCEPTANCE

- 29.1 The Borrower has read the entire Agreement including the details given in Schedule which have been filled in the presence of the Borrower.

 The Borrower hereby expressly and irrevocably agree to be bound by all the conditions including the details in Schedule.
- 29.2 The aforementioned Agreement and other documents have been explained in the language known to the Borrower and the Borrower has understood the entire meaning of the various clauses.
- 29.3 The Borrower is aware that the Bank shall agree to become a party to this Agreement only after satisfying itself with regard to all conditions and details filled by the Borrower in the Application for the Loan and Agreement in consonance with the Bank's policy.
- 29.4 The Borrower agrees that this Agreement shall be deemed to commence and become legally binding on the date when the authorized officer of the Bank signs this Agreement at the city where the Lending Office of the Bank is situated. It shall be in force till all the monies due and payable to the Bank under this Agreement as well as all other Agreements, document(s) that may be subsisting / executed between the Borrower and / or the Guarantor(s), are fully paid.

30. GOVERNING LAW, JURISDICTION AND ARBITRATION

This agreement shall be construed in accordance with the laws of India.

The Parties hereto expressly agree that all disputes arising out of and/or relating to this Agreement including any Collateral Document shall be subject to the exclusive jurisdiction of the courts/tribunals of the city in which the Lending Office is situated. Provided that to the extent allowed by law, the Bank shall be entitled to take proceedings relating to a dispute in any court/tribunal of any place with jurisdiction. Provided further that if any dispute arising under this Agreement is below the pecuniary jurisdiction limit of the Debt Recovery Tribunals established under Recovery of Debts Due to Banks and Financial Institutions Act, 1993 (51 of 1993), then such dispute shall be referred to arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996 as may be amended, or its re-enactment, by a sole arbitrator, appointed by the Bank. The arbitration proceeding shall be conducted in the English language. The award passed by the arbitration award. The venue of the arbitration



- 3/20
- 2.3.7 In the case of any variation, adjustment in the rate of interest as per this agreement, the number of installments and tenure of the loan under this Agreement may vary accordingly. The Borrower end / or the Guarantor(s) agrees and undertakes to forthwith issue fresh Post Dated Cheques, fresh Standing Instructions, and fresh instructions for Electronic Cleaning System (ECS) for the change in installments on the loan amount under this Agreement and tenure of the loan as applicable, within one week on receipt of the intimation from the Bank or approached by Bank's appointed agencies.
- 2.3.8 Changes to the BPLR during the calendar month / quarter shall not affect the interest payment of the current month. For the purpose of computation, the prevailing BPLR at the beginning of every month / quarter shall be the basis for computing BPLR Linked Interest Rate for such month / quarter. For the purpose of this clause, the beginning of the every month / quarter shall be the 1st of every month / quarter.
- 2.3.9 The BPLR Linked Interest Rate shall be reset by the Bank based on the then prevailing BPLR. Thereafter, the BPLR Linked Interest Rate applicable to the amount of the loan under this Agreement will be applied by the Bank on and after the date so included by the Bank on which such reset would apply.
- 2.3.10 Save and except as provided herein below in Clause 2.3.11, the EMI is intended to be kept constant irrespective of the variations in the BPLR Linked Interest Rate and therefore the EMI(s) is not likely to vary. In case of variation of the EMI(s), intimation will be provided to the Borrower.
- 2.3.11 Notwithstanding anything to the contrary, the Bank shall based on the BPLR Linked Interest Rate applied on the loan under this Agreement, have right, to increase the EMI(s), in the following circumstances:
 - (a) If the EMI(s) would lead to a negative amortization i.e. where the EMI(s) is not adequate to cover the interest in full and / or,
 - (b) If the principal component of the EMI(s) is inadequate to amortize the Loan within such period as may be determined by the Bank.
- 2.4 On delay in the repayment of interest and / or any other repayment by the Borrower beyond such repayment due date, the Bank shall be entitled to charge an additional interest @ 2% p.m. or such other rate as may be specified by the Bank from time to time on the entire such outstanding amount, whether of loan, interest or any other charges payable hereunder. The aforementioned charge would not affect the obligation of strict compliance with the repayment schedule. The parties hereto expressly agree that time is the essence of the contract.
- 2.5 All payments to be made by the Borrower to the Bank under or in terms of this Agreement shall be made by cheque duty crossed and marked 'A/c Payee Only' and the collection charges, if any, in respect of all such cheques will begin to accrue in favour of the Bank as and from the date of issuance of the cheque irrespective of the time for transit/collection / realization / of the cheque by the Borrower or his bank. The Borrower agree/s to replace the cheques / issue fresh cheques if required by the Bank.
- 2.6 Any dishonouring of cheque / revoke the SI / ECS Instructions, would make the Borrower liable to a flat charge and in case of dishonouring / nonpayment on the second presentation, Cheque-Bouncing Charges as stated in the Schedule would be levied. The levy of charge upon dishonouring / non payment of the cheque, révoke of SI / ECS instructions is without prejudice to the rights of Bank under section 138 of Chapter XVII of the Negotiable Instruments Act, 1881 or any other rights and remedies in law.
- 2.7 The Borrower shall pay one time up front fees towards services to be rendered by the Bank. The upfront fees for service rendered is described in schedule of this Agreements.
- 2.8 The Bank shall furnish a statement of account on or by the 31st of March each year, or at the beginning of Loan Agreement stating there in the amount due, the interest charged etc. Any such statement of account furnished by the Bank shall be accepted by and be binding on the Borrower and shall be conclusive proof of the correctness of the amount mentioned therein. Without prejudice to what is stated above, if the Borrower desires to question any statement or any part thereof or any matter connected there with the Borrower and shall inform the Bank with full details of the same within 15 days of the receipt of the statement by the Borrower and the borrower shall not be entitled to do thereafter on any ground whatsoever.
- 2.9 Any dispute being raised about the amount or interest computation or any other amount under the Agreement will not enable the Borrower to withhold payment of any Installment.
- 2.10 The charges mentioned in the Schedule of this Agreement are subject to change at the sole discretion of the Bank.
- 2.11 The loan shall be disbursed in one lumpsum or in suitable installments in the sole discretion of the Bank (which decision shall be final and binding on the Borrower). The Borrower shall acknowledge the receipt of the loan disbursed in writing.
- 2.12 In case of any statement or Duplicate Document specially required by the Borrower, the bank shall charge as stated in the Schedule

. REPAYMENT

- The loan amount, interest and other charges thereon shall be repaid by the Borrower and / or the Guarantor(s) in installments as per the repayment schedule herein. Notwithstanding the same, the Bank may at any time, without the provision of any reason therefore, require repayment of the loan amount, interest and other charges thereon as mentioned in the Schedule forthwith and may appropriate all the amounts available with the Bank towards these amounts and in such case the Borrower and / or the Guarantor(s) agrees and undertakes to prepay the Loan as mentioned above forthwith. Further, the computation / fixation of installments shall be without prejudice to the right of the Bank to recompute the interest on the basis of the agreed rate. The repayment shall commence as per the repayment scheme irrespective of the delivery of the vehicle. Strict compliance with the repayment scheduled is an essential condition for the grant of the loan. The Borrower and/ or the Guarantor(s) shall repay the loan, interest and other charges by way of installments, the number of which herein and of amount(s) also are mentioned in the Schedule. Out of these installments, the number of installments as mentioned in the Schedule herein are payable prior to the disbursal of the Loan ("Advance EMi/ Installment/s"). The balance number of installment as mentioned in the Schedule are each payable at the end of period as specified the Schedule herein or after such other period as specified by the Bank from time to time. The number of cheques and the amounts of installment/s are as mentioned in the Schedule with date corresponding with the day when each of the above installments is payable, each in favour of the Bank (the said cheques are hereinafter referred to as "Post Dated Repayment Cheques").
- 3:2 No notice, reminder or intimation shall be given by the Bank to the Bonower prior to the presentation of any the Post-Dated Repayment



5. SECURITY

- 5.1 In consideration of the Bank having granted or agreed to grant to the Borrower the loan subject to the terms and conditions mentioned herein, the Borrower hereby hypothecates to and charges in favour of the Bank by way of first any exclusive charge the Asset described in the Schedule hereunder. The Borrower confirms that the Asset(s) cames no prior lien and it free from any encumbrances.

 Provided that if the Asset (to be acquired) has not been delivered to and/ or registered (wherever applicable) in the name of the Borrower at the time of signing of this Agreement, the particulars of the Asset shall be informed in writing by the Borrower or direct the dealer to supply the same within two days of such delivery and / or registration, whereupon such writing shall form part of the Schedule and this Agreement
- 5.2 That the Bank is not responsible for delivery of duly endorsed Registration Certificate and that the Borrower shall not withhold payment of stipulated installments on the pretext that Registration Certificate has not been delivered.
- 5.3 The Borrower and / or the Guarantor(s) hereby expressly and irrevocable agree that they shall be estopped in law from taking the plea that or the date the loan Agreement was signed the exact details of the Asset were not available.
- 5.4 The Borrower undertakes to get the endorsement to hypothecation done in the registration certificate from the concerned Registering Authority (wherever applicable). For Non registerable assets borrower undertakes to get endorsement of the hypothecation noted on original invoice by dealer/ manufacturer. The endorsement shall be made in the name of "HDFC Bank Limited": The Borrower(s) where the Borrower(s) or any of them is a company undertakes to get the charge registered with the relevant Registrar of Companies (ROC) in a manner acceptable to the Bank.
- 5.5 The charge created by the Borrower in Clause 5.1 above shall stand as security for the repayment and payment by the Borrower of the loan granted or to be granted to the Borrower by the Bank and of all fees, interest, costs and expenses incurred or to be incurred by the Bank hereunder and all other monies payable or to become payable by the Borrower to the Bank pursuant to the terms hereof.
- 5.6 The charge herein created shall continue unless and until the Bank shall issue a certificate discharging the security created herein and shall not affect, impair or discharge the liability of the Borrower by winding up (voluntary or otherwise) or by any merger or amalgamation, reconstruction, take over of the management, dissolution or nationalization (as the case may be) of the Borrower, and
- 5.7 The charges hereunder created shall remain in full force so long as all the repayments and payments mentioned in Clause 3 are not made.
- 5.8 The hypothecation shall be deemed to take place immediately on signing of this Agreement or delivery of the Asset as the case may be whichever is earlier.

REPRESENTATIONS BY THE BORROWER AND THE GUARANTOR(S)

- 6.1 The Borrower and the Guarantor(s) jointly and severally represent that:
- (i) (in case of it being a Corporation) is a Corporation duly incorporated or constituted and existing under the laws of India with power to enter into this Agreement and each of the documents to which it is or will be a party; and
- (II) all corporate and other actions have been duly taken which are required to be taken by any person to authorize the execution by the Borrower and the Guarantor(s) of this Agreement and of each Collateral Document the performance by it or of its obligations herein and under each Collateral Documents.
- 6.2 The Borrower represents that
- (i) no encumbrance of any nature nor any lien exists over the Asset hypothecated herein; and
- (ii) it / he has obtained and done all that is necessary to give full force and effect to all authorization, approvals, consents licenses and permissions required in or by the law, of India in relation to this Agreement, Collateral Documents and the Hypothecated Asset, and;
- he/it is aware that the dishonour of any cheque / revoke the SI / ECS Instruction given or to be given to the Bank in terms of this Agreement is a criminal offence under Section 138 were applicable read with section 141 of the Negotiable Instruments Act, 1881.
- 6.3 The loan amount may be disbursed by the Bank directly to the dealer in the case of purchase of a new Asset/s and such disbursement shall be deemed to be disbursement to the Borrower.
 - In case of refinance on an old asset /ourchase of an old Asset, the loan amount may be disbursed by the Bank to the owner / seller of the Asset or to the Dealer and such disbursement shall be deemed to be disbursement to the Borrower.
- 6.4 The Borrower shall utilize the entire loan for the purchase of the Asset(s) / other purpose(s) as indicated by him in his loan application and for no other purpose whatsoever.
- The Borrower expressly recognizes and accepts that the Bank shall, without prejudice to its right to perform such activities itself or through its officer or servants, be absolutely entitled and have full powers and authority to appoint one or more third parties of the Bank's choice and to transfer and delegate to such third parties the right and authority to collect on behalf of the Bank all amounts hereunder and to perform execute all acts, deeds, matters and things connected therewith or incidental thereto including sending notices of demand, attending the residence or Office of the Borrower or otherwise contacting the Borrower, receiving the Installments in Cash / draft / cheque whether in the name of the Bank or in its own name from the Borrower, entering into a compromise with the Borrower, giving a valid receipt and granting effectual discharge to the Borrower and generally performing all lawful acts as the third parties may consider appropriate for the purposes. For the purposes aforesaid or for any other purposes at the discretion of the Bank, the Bank shall be entitled to disclose to such third parties all necessary or relevant information pertaining to the Borrowers and the Loan and the Borrowers hereby consent to such disclosure by the Bank, notwithstanding the above, the Borrowers expressly accept and authorize the Bank (and /or any such third party as the Bank may select) to contact third parties (including the family members of the Borrowers) and disclose all necessary or relevant information pertaining to the Borrowers and the Loan and the Borrowers hereby consent to such disclosure by the Bank (and / or any such third party as the Bank may select).
- 6.6 The Borrower hereby agrees to pay the installments and other dues to the Bank under this Agreement for the finance of the aforesaid Asset



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Details of Vehicle(s)/Equipment(s) cum Payment Instructions (Part of Schedule)

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Make and Model & Year of Manufacture)				
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Name of Dealer / Seller					
Address of Dealer / Seller		:			

Payment instruction for Vehicle(s)/Equipment(s) Ioan availed from HDFC Bank Ltd.

1/ We hereby request that the full amount of the Vehicle(s) Loan (after deducting the insurance premium amount and any charges as applicable there from) that you agreed to grant to me for purchase of Vehicle(s) Mentioned above, be disbursed (paid) to the respective dealer(s) whose name and address has been also mentioned above. If We agree that we will be guided by the terms and conditions pertaining to the payment to dealer as mentioned in the agreement booklet.

I/We confirm having booked the Vehicle(s)/Equipment(s) from the above Dealer(s) and would be taking delivery of the same from the Dealer.

tWe hereby authorize HDFC Bank Ltd. (The Bank') to disburse/pay the Vehicle(s)/Equipment(s) loan amount (after deducting the insurance premium amount and any charges as may be applicable there from) directly to the Dealer(s), whose name, address and a/c number are mentioned above, as per the terms of the Agreement. If We also authorize the Bank to pay the Dealer(s) (from the charge/s paid by me/us) any amount that you may consider appropriate for processing the loan application, assisting you in perfecting your security interest in the Vehicle/s / Equipment(s).

I/We confirm that in case of any cancellation of purchase of above Vehicle(s)/Equipment(s), I/we authorize and instruct the above Dealer(s) to refund the booking money to you.

· ·	BOTOWE SONAM MODI HUS	,
Воложег Name mad? Hut	Borrower Signature KARTHA	Affix S 4
Co-Borrower(s) / Name	Co-Borrower(s) / Signature	seal of the company
They come	M SATISTA	In case of companies, common seal to be affixed in accordance with the Articles. In case of partnership firms,
Guarantor (s) Name al	Guarantor (s) Signature TEJAL	authorised partner to sign. In case of sole proprietary concerns, sole proprietor to sign.

mahindra

QUOTATION

FCV/17-18/LCV DI/007/21-01-2017

To

M/s. Modi Properties M.G.Road, Secunderabad - 500 003

Mobile No :: 9502277299

Dear Sir

We thank you very much to your valuable enquiry for Mahindra Vehicle, please find the Quotation.

Description	Unit Price Rs.	Qty	Total Price Rs.
MAHINDRA JAYO DI3200 HSD BSIV PS REFRESH High mide dech with out down	830714	1	830714
DISCOUNT		· · · · · · · · · · · · · · · · · · ·	50000
TOTAL			780714

Total:: Seven Lakhs Eighty Thousand Seven Hundred and Fourteen Only.

- 1 TR & Insurance Extra. つっしゃつ ナンステラ .
- 2 All payments will be accepted by way of crossed account payee cheque or pay order drawn in favour of M/s Fortune Commercial Vehicles, Hyderabad.
- 3 The above price is for Delivery from our Workshop at Hyderabad.
- 4 All disputes are subject to Secunderabad Jurisdiction only.
- 5 Vehicles will be delivered within 1-2 weeks from the date of receipt of full payment.

For FORTUNE COMMERCIAL VEHICLES

7660009717

A Unit of Fortune Group



Authorised Dealer Mahindra & Mahindra Ltd Truck and Bus Division

Corporate Office:

Fortune Commercial Vehicles

D.No. 5-4-187/6/5/14, 3rd Floor. PM Modi Commercial Complex, Karbala Maidan, Secunderabad-500003 Tel.+91 40 27523300 sales@fortunemahindra.com www.fortunemahindra.com



HDFC Bank Limited D.No-7-1-210, 3rd Floor, Burgula V.C.Complex, Balkampet Road, Ameerpet, Hyderabad- 500 016, AP.

То

The RTA, HYDERABAD - NZ

Date: 24/03/2017 Place: Hyderabad

<u>Sub: No Objection Certificate for Change of Body Type from Open To Closed - Hypothecation of the Bank to continue.</u>

Ref: Vehicle bearing Engine No TEG4J77285 Chassis No MA1HA2TEDG3J17216 - Reg No. TS10UA9758 Owner Name - SOHAM MODI HUF

This is to inform that the above mentioned vehicle has been financed by us. We do not have any objection in change of body type of the vehicle from open to closed in the RC copy.

Vehicle Reg No

TS10UA9758

Reg Owner Name

SOHAM MODI HUF MAHINDRA DI 3200

Asset Model Year of Mfr

2016

Engine No

TEG4J77285

Chassis No

MA1HA2TEDG3J17216

Hypothecation in favor of HDFC Bank Ltd to be mentioned on the Registration Certificate.

Thanking you

Regards

FOR HURCEBANKALTD.

Authorised Signatory (Authorized Signatory)

Regd.Office: HDFC Bank Limited, HDFC Bank House, Senapati Bapat Marg, Lower Parel (West), Mumbai - 400 013.

CIN: L65920MH1994PLC080618 Website: www.hdfcbank.com