Kotak Mahindra Bank Limited
Loan Against Property - HYDERABAD

Kotak Mahindra Bank

6-3-1101/1/9/202, 5th Floor, Jewel Pavani Towers ,Raj Bhavan Rd, Somajiguda Hyderabad - 500082 Andhra Pradesh - India

Date 25-Sep-2018

To,

Soham Satish Modi

Plot No 280 Road No 25 Jubileehills
Hyderabad - 500034 Andhra
Pradesh - India

Dear Soham Satish Modi,

We have great pleasure in welcoming you to the Kotak Mahindra family.

We wish to confirm that the below mentioned Loan Against Property has been availed by Jmk.Gec Realtors Pvt Ltd and the loan agreement has been signed by you, accepting to be a Guarantor for the said loan.

The loan detail are as below:

Agreement Number	LAP - 17897840
Agreement Date	24-Sep-2018
Loan Type	FLOATING
Loan Amount	65000000
First EMI due date	10-Nov-2018
First EMI due amount	267836
Tenure	120

The Guarantee executed by you is a continuing guarantee and is valid and binding for all renewal/restructuring etc. of the facility from time to time.

In case of any further assistance on your loan, please feel free to contact our customer care number on 18602662666 (Local call rates apply) between Monday to Friday (9:00 AM to 6:00 PM) excluding holidays and we would be glad to help you.

We value your relationship with us and assure you of our services at all times.

Yours truly,
Kotak Mahindra Bank Ltd.

This is a computer generated letter and does not require a signature.

Important Information:

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

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

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

Encl. as above

Scan 80:-

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Kotak Mahindra Bank Limited

Loan Against Property - HYDERABAD

6-3-1101/1/9/202, 5th Floor, Jewel Pavani Towers ,Raj Bhavan Rd, Somajiguda Hyderabad - 500082 Andhra Pradesh - India

Welcome Letter

Date 09-Sep-2020

To,

Jmk Gec Realtors Pvt Ltd

5 2 223 Gokul Distillery Road
Secunderabad
Hyderabad - 500003
Andhra Pradesh - India,

Mob. No. :9502288200 Phone No. :04066335551

Dear Jmk Gec Realtors Pvt Ltd,

With great pleasure, we welcome you to the Kotak Mahindra family and thank you for availing finance for your Loan Against property Loans requirement.

Your Loan details are as follows :

Agreement No.	**LAP - 17897840**
Agreement Date	24-Sep-2018
Loan Type	Floating/Reset M-6
Loan Amount	6,50,00,000.00
First EMI Due On	10-Oct-2018
First EMI Amount	267,836.00

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

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

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

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

Applicable only for Home Loan Customers:

Request you to kindly note that the enclosed repayment schedule in the welcome kit would be subject to change, for customers whose loan is in Pre EMI stage till the start of loan EMI or in case of any part pre-payments, if done. Please note that post the start of EMI a revised repayment schedule can be downloaded anytime by logging into Net banking or can be requested by calling our customer contact centre (details given above).

In case of any further assistance on your loan, please feel free to contact our customer care number on 18602662666 (Local call rates apply) between Monday to Saturday(9:00 AM to 6:00 PM) excluding holidays and we would be glad to help you.

Yours truly,
Kotak Mahindra Bank Ltd.

This is a computer generated letter and does not require a signature.

Disclaimer: For any Payday Loan queries, please write to service.paydayloans@kotak.com

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

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

Encl. as above

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

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Kotak Mahindra Bank

Ref No :LP10370493 / 987991.

Date : 19/09/2018

TO,
JMK GEC REALTORS PRIVATE LIMITED
5-2-223 GOKUL DISTILLERY ROAD
SECUNDERABAD
SECUNDERABAD - 500003
ANDHRA PRADESH
Tel. : 04066335551

Dear Sir/Madam,
Your Application for Loan Against Property

Thank you for selecting Kotak Mahindra Bank (KMBL) (hereinafter referred to as "the Bank") for your Loan Against Property (LAP) requirements. With reference to the above, we are pleased to communicate sanction of the loan, subject to the general and the special terms and conditions set out in this letter.

We require your acknowledgement for having received this Sanction Letter and confirm that the terms and conditions as communicated herein for the LAP facility are acceptable to you. The Sanction Letter is therefore sent to you in duplicate. You are requested to return one copy duly signed at the relevant space in token of having accepted these terms. On receipt of the copy of Sanction Letter duly signed by you and your executing the required documents as per the terms of this Sanction Letter, we will arrange to release the facility.

Terms and Conditions of Sanction	
Loan Amount Limit:	Rs-65000000/-
Purpose:	Loan against Property
Guarantor(s)	MR. SOHAM SATISH MODI MR. SHARAD KUMAR JAYANTILAL KADAKIA MR. RAJESH JAYANTILAL KADAKIA
Security:	Such securities as may be required by the Bank
Equated Monthly Installment (EMI) / Monthly Installment (MI)	Rs.837530/- For 120 Months.
Type of Interest	Adjustable;
Interest Reset Period	First Reset Date: All the loans will be reset on the first day of the sixth calendar month (in case of MCLR 6M) including the month of disbursement. Subsequent Reset Date /s: will be the date which is immediately succeeding to the date on which six calendar months (in case of MCLR 6M)are completed from the earlier Reset Date. Applicable MCLR prevailing on the Reset Date + Spread shall be the Rate of Interest for that Facility until next Reset Date.To illustrate: For a disbursement made on April 12, 2017 (in case of MCLR 6M) first reset date will be October 1, 2017 and the subsequent Reset date will be on April 1, 2018 (in the similar way the Reset Dates for MCLR 1,3 and 12 shall be calculated / interpreted)
Reference Rate/ Applicable MCLR	K-MCLR 6M
Rate of Interest	8.7 + .7% Applicable MCLR prevailing on the first disbursement under each Facility (whether partial or full) plus spread shall be the Rate of Interest for that Facility until next Reset Date. As on date the Rate of interest is 9.4% consisting of applicable MCLR rate @ 8.7% and the spread @ + .7%.
Applicable Reference Rate	8.7% ;
Applicable Rate	9.4% ;
Processing Fee (if any)	Rs.162500/- ;
GST-Goods and Services Tax (currently @ 18% and as amended from time to time) plus any other applicable taxes.	Rs.29250/- ;
Pre-EMI period (interest payable during construction, before commencement of EMI/MI)	Maximum 18 months
Repayment Period:	Maximum 120 months;

Kotak Mahindra Bank

Mode of Repayment:	ECS/SI
No. of Post-dated cheques	Standing Instruction + 2 EMI cheques + 1
Property Details (if any)	Pre-Sanction;

General Terms and Conditions

1. This offer is valid for a period of 90 days from the date hereof.

2. All usual formalities applicable to the LAP facility shall be complied with.

3. The title of the security should be clear and marketable.

4. The rate of interest as indicated above is the current rate of interest applicable on the loan. The actual interest rate chargeable on the loan and the EMI/MI would be as prevailing on the date of disbursement of the loan.

5. Security should be fully insured for all risks and our Banks charge shall be noted on the policy at your cost.

6. Loan will be disbursed in stages on the basis of work progress certificate of the Technical Valuer (in case of construction) and directly to the seller OR to the Bank (in case of transfer or foreclosure from other Banks or Financial Institutions) OR Borrower (in case of refinance) on request from the borrower. No disbursement will be made unless proof of payment of your own contribution, in the total cost of the Property is submitted.

7. Processing charges will be collected as per the Bank Rules.

8. The above sanctioned limit should not exceed 22%of the Technical Value.

9. If the monthly installments or any other payments due, are not paid on or before the due date, substitute interest of 2 % p.m. shall be charged for the period of default with compounding at monthly rests. Failure of the bank to send notice for payment or deposit of post dated cheques shall not serve as a reason for non-payment of monthly installments.

10. The borrower shall abide by all the rules and regulation set by law.

11. Due dates for payment of pre-EMI and EMI/MI depends on the date of the first disbursement made.

12. All payments to be made favouring "Kotak Mahindra Bank Limited"

13. Appropriate security acceptable to the Bank shall be created for disbursement.

14.1 Nil foreclosure charges on term loans given to individuals at floating rate of interest.

14.2 For other Loans

No Prepayment/Foreclosure is allowed till the lapse of Lock in Period of 6 months after EMI commencement.

After the Lock-in-period, Part Prepayment of minimum Rs.25,000/- and maximum upto 25% of outstanding Loan Amount can be made without any Prepayment charges every 6 months. The minimum period between any two prepayment shall be atleast 6(six) months.

For any Part Prepayment in excess of 25%, 4%(Plus GST and other applicable taxes) of the excess prepayment Amount will be charged as Prepayment charges.

For Full Prepayment any time after the Lock-in-Period, Prepayment Charges shall be 4% (plus GST and other applicable taxes) of the Foreclosure Loan Amount plus Amounts prepaid during the last 12 months.

15. The borrower is prohibited from using the loan amount or any part thereof for any purpose other than for which it has been sanctioned.

16. For NRIs/PIOs, repayment of loan and payment of interest and other dues to be made by remittances from such channals as may be defined by FEMA from time to time.

17. The bank may revoke in part or in full or withdraw/stop financial assistance at any stage without any notice, or giving any reasons for any purpose whatsoever. Without prejudice to the aforesaid, this sanction shall stand revoked in the event of any material change in the proposal/ application/facts on the basis of which the loan has been sanctioned.

18. A Loan Agreement on terms acceptable to the Bank and other documents in relation thereof shall be executed by the Borrower. The terms in the Loan Agreement shall supersede all previous communications in respect of the Finance Facility.

19. Property to be legally and technically cleared.

20. All Verifications to be positive.

21. In order to comply with the directions issued by Reserve Bank of India it is agreed between the parties that notwithstanding anything contrary contained either in the Facility / Security Agreements or their schedules or any other letter, agreement with respect to the rate of interest, its calculation/ methodology of computation and all the terms relating to the rate of interest, the rate of interest computation methodology mentioned in the Sanction Letter shall apply and such terms shall prevail over the interest rate clauses wherever they are mentioned in the Facility / Security Agreements or any other letter, agreement without any further act or deed between the Parties. Accordingly wherever Prime Lending Rate / Bench mark Rate / Base Rate / Reference Rate is mentioned the same be substituted and be read and understood as Applicable MCLR herein specified.

Sanction Letter

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22. The Bank shall be entitled to [illegible] the rate of interest (including any change as may be directed by Reserve Bank of India and / or any other regulatory / statutory body) from time to time or method of computation of such rate of interest or to charge additional / penal rate and send to the Borrower an intimation in that regard. Upon intimation of such change / variation in the interest rates Borrower shall be deemed to have consented to such change / variation. The Borrower agrees / undertakes to pay interest at the rates as may be revised from time to time.

23. The rate of interest as mentioned in this sanction letter is subject to change in accordance with the prevailing as on date of disbursement which is construed to be the final sanction terms and as mentioned in the schedule to the loan agreement.

24. Bank shall compute its MCLR linked to the fortnightly/Monthly/Quarterly/Half Yearly/Yearly Tenor on a monthly basis. Prevailing months MCLR rates will be displayed on Kotak banks website. The borrower/s is/are made aware that Bank would not be obliged to inform either in advance or subsequently of the said charges in the MCLR. . Borrower is deemed to have noticed the said change whenever it is displayed/notified at/by the branch or website.

25. Kotak bank can change the reset frequency for the mortgage loans on a later date at its sole discretion, after customer consent The MCLR on the day the loan is disbursed will be applicable till the next reset date, irrespective of the changes in MCLR during the interim period.

26. The proposed property/security shall be insured at all times. The details of insurance of the property need to submitted to the bank within 30 days of disbursement. In our endeavor to assist you, we would like to inform you that the bank is the corporate agent of Kotak Mahindra General Insurance Company Ltd. (KGI) In case you are interested in availing insurance for the property, kindly let us know. Please note that in case of non-receipt of the details of the insurance within the specified time, the Bank reserves the right to debit your loan account with your consent towards the insurance premium amount and obtain an insurance cover for the property assigned in favor of the Bank, however we would like to make it very clear that it is not mandatory to use the services of the insurance provider.

27. Opting for loan amount with life/property insurance in the sanction letter is only an intent of the customer and such selection is not binding on the bank. Such selection shall become effective only upon the borrower explicitly instructing the bank in writing to disburse the premium to the insurance company directly and on the borrower complying with the formalities as required by the insurance company. The bank shall not be liable for any consequences/damages/losses arising out of non compliance of the same.

28. The property shall be well maintained at all times and during the pendency of loan if the property suffers any loss on account of natural calamities or due to riots etc, the same should be intimated to the bank without fail.

29. The borrowers and Guarantors shall not voluntarily cause any harm to the property that may in any way be detrimental to the interests of the bank. You shall make up for any loss incurred to the bank on account of any damages occurring to the property due to deviation from the approved plan.

30. You will ensure that the property is transferred in your name and the necessary tax assessment is completed, all taxes on the property should be promptly paid.

31.The borrowers and Guarantors shall be deemed to have given their express consent to the bank to disclose the information and data furnished by them to the bank and also those regarding the credit facility/ies to the CIBIL upon signing the copy of the sanction letter. The borrowers and guarantors further agree that they shall further execute such additional documents as may be necessary for this purpose.

32. The borrower shall immediately intimate the bank in the event of any change in the repayment capacity of the borrower. Without limitation this shall include loss/change in job./profession etc, as also any change in information stated in the application form.

33.The bank reserves the right to increase the interest rate on the sanctioned financial facilities, including increasing the interest spread, in the event of downgrade in Borrower internal or external rating.

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35.CA Certificate regarding end use of funds to be submitted within 30 days of disbursement

36.Cheque or Instruction Dishonour charges is Rs.750(Rupees Seven Hundred and Fifty Only) per instrument per instance

37.Collection charges are 30 percent of Bounce Charges plus Penal Accrued.

38.Commitment Charges is 2 (Two) percent.

39.Documentation Charges Of Rs. Nil (Plus GST(currently @ 18 percent(as amended from time to time)) and other applicable taxes and other applicable statuary levies) shall be payable by the Borrower(s).

40.Full Prepayment will be allowed during the course of this Agreement on the payment of 4 (Four) percent plus GST(currently @ 18 percent (as amended fromtime to time)) and other applicable taxes as prepayment charges, on the aggregate amount of Loan outstanding and also on any amounts part prepaid during the last 12(Twelve) months.

41.Repayment to be taken from KMBL Escrow account

42.RMOE to be done infavour of KMBL agaist proposed commercial proeprties

43.ROC ch[illegible] to be done infavour of KMBL post disbursement

44.Existing [illegible] CAP 17622117, 17622160, 17550860,17534120, 17536881, 17536894, 17531836, 115100900 and 115100646 to be closed with own source of funds with Nil FC charges

45.Cross lien to be marked among all 5 Apacs of current proposal

46.Rescheduling Charges is One (1) percent of the outstanding Loan Amount.

47.Swap Charges (for placement of new post dated cheques or ECS) is upto Rs.500 (Rupees Five Hundred Only) plus GST (currently @18 percent(as amended from time to time)) and other applicable taxes per swap per instance.

48.Future rentals from commercial properties to be routed through KMBL

Credit Manager
Contact Person

Registered address : C-27,G Block, Bandra Kurla Complex, Bandra (East), Mumbai, Maharashtra 400051

I/We acknowledge the receipt of credit sanction intimation and confirm that the terms and conditions are acceptable to me/us.

(Signature of the Applicant(s))

Date:

PRINT

Kotak Mahindra Bank Ltd.
CIN: L65110MH1985PLC038137
6-3-1109/1/P202, 2nd Floor
Jewel Pavani Tower
Raj Bhavan Road, Somajiguda
Hyderabad - 500 082

www.kotak.com

Registered Office:
27 BKC, C 27, G Block,
Bandra Kurla Complex,
Bandra (E), Mumbai 400051,
Maharashtra, India.