

Kotak Mahindra Prime Ltd

Car Finance - HYDERABAD

2nd Floor W, 6-3-1101/1, Raj Bhavan Road Navbharath Chambers, Somajiguda Hyderabad - 500082 Andhra Pradesh - India

Welcome Letter

Date 15-Oct-2018

To,

Villa Orchids Llp

Villa Orchids Llp 5-4-187/3 And 4 1st

Floor Soham

Mansion Mg Rosd Secunderabad

Hyderabad

Hyderabad - 500003

Andhra Pradesh - India,

Mob. No. :7093576969

Dear Villa Orchids Llp,

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

Your Loan details are as follows :

Agreement No.	CF - 16324240
Agreement Date	30-Sep-2018
Loan Type	Irr/Reset
Loan Amount	8,05,087.00
First EMI Due On	05-Nov-2018
First EMI Amount	26,552.00

(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.

For any queries or clarification, please call our customer service toll free number 1800 209 5732 between 9:30 AM to 6:30 PM pm from Monday to Friday, or write to us at service.carfinance@kotak.com

Yours truly,
KOTAK MAHINDRA PRIME LTD

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

Important Information:

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

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

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

End, 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.

Kotak Mahindra Prime Limited

CIN U67200MH1996PLC097730

service.carfinance@kotak.com

Kotak Infinity, 6th Floor,

www.kotak.com

Building No. 21, Infinity Park,

Off Western Express Highway,

General A K Vaidya Marg,

Malad (E), Mumbai - 400 097, India.

Registered Office :

27, BKC, C 27, G Block,

Bandra Kurla Complex,

Bandra (E), Mumbai - 400 051, India

Customer Service Call Centre No. +91 22 6773 6000 / 1800-209-5732



16324240

Kotak Mahindra Prime

APPROVAL LETTER

Date 30/08/2018.

To,

VILLA ORCHIDS LLP
Hyderabad, T S.

Dear,

We refer to our customer VILLA ORCHIDS LLP
who is taking PAJERO vehicle. Please note that the case is approved.

Details of Loan as mentioned below:-

Loan amount : Rs.8,05,087/- WITH CLI AMOUNT
EMI AMOUNT : RS.26,552/-
Tenure : 36 MONTHS
DUE DATE : 05/10/2018 TO 05/09/2021
Vehicle No : AP10BE3447
DEDUCTIONS : 10,375/- (SD+PF+VALUATION)
NET DISBURSEMENT AMOUNT : 7,89,625/-
RTA CHARGES EXTRA : 4500/-

Kindly ensure that the vehicle is duly hypothecated to **Kotak Mahindra Prime Ltd.**

Thanking you,

For Kotak Mahindra Prime Ltd.

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

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

KOTAK MAHINDRA PRIME LTD

CAR FINANCE-HYDERABAD

2nd Floor W, 6-3-1101/1, Raj Bhavan Road Navbharath Chambers, Somajiguda Hyderabad - 500082 Andhra Pradesh - India

Repayment Schedule

Date : 15-Oct-2018

Villa Orchids Lip
Villa Orchids Lip 5-4-187/3 And 4 1st Floor
Soham
Mansion Mg Road Secunderabad Hyderabad
Hyderabad - 500003
Andhra Pradesh - India
Mob. No. :7093576969

Agreement Details

Agreement No.	Agreement Type	Agreement Date	Tenure (Months)	Maturity Date	Amount Financed	Asset Discount
CF-16324240	Car Finance	30-Sep-2018	36	05-Oct-2021	8,03,087.00	0.00

Asset description

Automobiles - Sports Utility Vehicles - Mitsubishi - MITSUBISHI PAJERO SPORTS

AP108E3447

Uen Details

External Ref. No.	Effective Date	Ineffective Date
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Other Details

Particulars	No.	Amount
Documentation Charges Receivable	1	4,460.00
Bank Service Charges Receivable	1	500.00
Installment	36	9,55,872.00
Credit Admin Charge Receivable	1	3,540.00
ECS Charges Receivable	1	600.00
Processing Fees Receivable	1	4,065.00

Repayment Schedule Table (Amount in Rs.)

Due DATE	Trtype	Cash Flow	Principal	Interest	Service Tax	SATES Tax/ GST with Cess	Total Amount
30-Sep-2018	Disbursement	-803540	-803,540.00	0.00	0.00	0.00	-8,03,540.00
30-Sep-2018	Disbursement	-1547	-1,547.00	0.00	0.00	0.00	-1,547.00
05-Nov-2018	Installment	26552	17,423.00	9,123.00	0.00	0.00	26,552.00
05-Dec-2018	Installment	26552	19,081.00	7,471.00	0.00	0.00	26,552.00
05-Jan-2019	Installment	26552	19,262.00	7,290.00	0.00	0.00	26,552.00
05-Feb-2019	Installment	26552	19,445.00	7,107.00	0.00	0.00	26,552.00
05-Mar-2019	Installment	26552	19,629.00	6,923.00	0.00	0.00	26,552.00
05-Apr-2019	Installment	26552	19,815.00	6,737.00	0.00	0.00	26,552.00
05-May-2019	Installment	26552	20,003.00	6,549.00	0.00	0.00	26,552.00
05-Jun-2019	Installment	26552	20,193.00	6,359.00	0.00	0.00	26,552.00
05-Jul-2019	Installment	26553	20,385.00	6,168.00	0.00	0.00	26,552.00
05-Aug-2019	Installment	26552	20,578.00	5,974.00	0.00	0.00	26,552.00
05-Sep-2019	Installment	26552	20,773.00	5,779.00	0.00	0.00	26,552.00
05-Oct-2019	Installment	26552	20,970.00	5,582.00	0.00	0.00	26,552.00
05-Nov-2019	Installment	26552	21,169.00	5,383.00	0.00	0.00	26,552.00
05-Dec-2019	Installment	26552	21,370.00	5,182.00	0.00	0.00	26,552.00
05-Jan-2020	Installment	26552	21,572.00	4,980.00	0.00	0.00	26,552.00
05-Feb-2020	Installment	26552	21,777.00	4,775.00	0.00	0.00	26,552.00
05-Mar-2020	Installment	26552	21,984.00	4,568.00	0.00	0.00	26,552.00
05-Apr-2020	Installment	26552	22,192.00	4,360.00	0.00	0.00	26,552.00
05-May-2020	Installment	26552	22,403.00	4,149.00	0.00	0.00	26,552.00
05-Jun-2020	Installment	26552	22,615.00	3,937.00	0.00	0.00	26,552.00
05-Jul-2020	Installment	26552	22,830.00	3,722.00	0.00	0.00	26,552.00
05-Aug-2020	Installment	26552	23,046.00	3,506.00	0.00	0.00	26,552.00
05-Sep-2020	Installment	26552	23,265.00	3,287.00	0.00	0.00	26,552.00
05-Oct-2020	Installment	26552	23,485.00	3,067.00	0.00	0.00	26,552.00
05-Nov-2020	Installment	26552	23,708.00	2,844.00	0.00	0.00	26,552.00
05-Dec-2020	Installment	26552	23,933.00	2,619.00	0.00	0.00	26,552.00
05-Jan-2021	Installment	26552	24,160.00	2,392.00	0.00	0.00	26,552.00
05-Feb-2021	Installment	26552	24,389.00	2,163.00	0.00	0.00	26,552.00
05-Mar-2021	Installment	26552	24,621.00	1,931.00	0.00	0.00	26,552.00

We take great pride in welcoming you to the family of Kotak Mahindra Prime Ltd (KMPL) customers. KMPL has arranged for your loan to be protected through a group insurance policy arrangement* (Kotak Complete Cover Group Plan - Policy No CC000005), with Kotak Mahindra Old Mutual Life Insurance Ltd. (Kotak Life Insurance). In the unfortunate event of the death of an insured member during the tenure of the loan, Kotak Mahindra Old Mutual Life Insurance Ltd ("KLI") shall pay the Sum Assured as on the date of death.

Kotak Mahindra Prime Ltd.

A JOINT VENTURE WITH  OLD MUTUAL | pk

KOTAK COMPLETE COVER GROUP PLAN (Product UIN: 107N018V04)

Certificate of Insurance

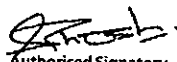
SCHEDULE

Certificate No : 385096	Loan ID : 16324240
Name of the Member : Anand Suresh Metha	
Address :	Cover Amount at inception - Rs : 300000
	Premium Amount (Exclusive of Service-tax**) Rs : 1311
	Premium Amount (Inclusive of Service-tax**) Rs : 1547
	Cover Commencement Date : 9/30/2018
	Cover Termination Date : 10/5/2021
	Age of the Life Insured as on Date of Commencement : 41
	Name of Nominee : As Per DOGH
	Premium payment Mode : Single Premium
	Type of Cover : Reducing Cover
	Benefit Option Selected: Kotak Complete Cover Group Plan
Branch: HYDERABAD	Region :

Our Valued Member,

We take great pride in extending life insurance cover to you under Kotak Complete Cover Group Plan. Kotak Complete Cover Group Plan (Policy no. CC000005) is a group insurance cover designed for the members of Kotak Mahindra Prime Ltd (hereinafter referred to as "the Policyholder") This Certificate of Insurance ("COI") is issued on the basis of the facts, information and declaration provided in the Member Data/Membership Form cum Declaration of Good Health (DOGH) duly provided/signed and executed by you. This COI is issued for the purpose of information only and mere possession of this COI shall not entitle any person to the cover unless he/she satisfies all the relevant terms and conditions (including but not limited to the eligibility criteria for Membership and payment of premiums) as specified in the Policy Contract. This COI is the summary of the key terms of the Policy Contract. In the event of any difference, discrepancy or conflict between the terms of this COI and the policy arises, the terms of the Policy Contract shall prevail. In all events, the Policy Contract shall be the final and superseding document governing your cover benefit under the Policy Contract. In the event of any difference or discrepancy between this COI and the details provided in the "list of proposed lives to be insured" by the Policyholder to the Insurer, the details provided in the "list of proposed lives to be insured" by the policyholder shall prevail for payment of benefits under this COI, subject to the terms and conditions of the policy contract. Please note that this arrangement can be modified, suspended or withdrawn at any time by Kotak Mahindra Old Mutual Life Insurance Ltd and/or the Policyholder without prior intimation. # Kotak Complete Cover Group Plan is being offered in customized form to the Members of Kotak Mahindra Prime Ltd.

Sincerely,
for Kotak Mahindra Old Mutual Life Insurance Ltd.



Authorised Signatory

(This document is issued for information purposes only. Refer the within mentioned policy document for applicable terms and conditions)

Simplified Version of the Terms and Conditions of the Policy Contract

Terms used

- Kotak Mahindra Old Mutual Life Insurance Ltd. (hereinafter referred to as "the Insurer")
- Kotak Mahindra Prime Ltd (hereinafter referred to as "the Policyholder")
- Kotak Complete Cover Group Plan (hereinafter referred to as "the Policy/ the Policy Contract")
- Member is a person who is entitled to be a member as defined in the Policy Contract and has been added to the list of 'Members' in accordance with the terms of the Policy Contract.
- Cover Schedule is a schedule decided between the Insurer and the Policyholder, giving the details of the cover amount amortised at the specified rate of interest in the period between the cover commencement date and cover termination date, including coverage for moratorium, if any.

1. Benefit Terms & Conditions : In case of any difference between the cover amount & tenure as mentioned in the Cover Schedule and any other document arises, the Cover Amount and the Cover Tenure as per the Cover Schedule will prevail.

Cover Amount at inception shall be the agreed cover amount subject to maximum of outstanding principal loan amount in borrower's loan account as per the cover schedule (loan repayment schedule). The cover shall be a reducing cover after moratorium period of (0) Months which will reduce as per the tenure mentioned in the COI Schedule above. The Implicit interest rate for computing the reduction in cover shall be 10%. The claim amount subject to maximum loan outstanding of member as on the date of death would be paid.

In case of any difference between the rate of interest as mentioned above and the rate of interest at which the loan has been availed by the Member, the rate of interest as agreed between the Insurer and the Policyholder shall prevail.

If the loan amount and cover amount are the same, the claim amount is the outstanding principal loan amount as at the date of death, assuming all EMIs have been paid as per the schedule and amortization @ 10% p.a. The overdue EMIs and the balance outstanding, if any, due from you would be governed by the loan agreement between the Policyholder and you.

If the loan amount is more than the cover amount, then the cover under the policy is restricted to the proportionate outstanding principal (of the cover amount), assuming all EMIs have been paid as per Cover Schedule and amortization @ 10% p.a. The outstanding principal amount, the overdue EMIs and other balance outstanding, if any, would be governed by the loan agreement between the Policyholder and you.

For calculating payment of death benefit under the aforesaid circumstances, the arrears of principal Loan amount, if any, will not be taken into account and excluded.

The insurance cover is valid from the Cover Commencement Date and shall be valid till the Cover Termination Date (mentioned above). The insurance cover is however, subject to the terms and conditions of the Policy Contract. Accordingly, where more than one Certificate of Insurance is issued to a member, cover under the policy across all such certificates would be restricted to above mentioned limits irrespective of the total outstanding principal loan amount availed by member under this policy. This is a non-participatory plan with no savings or maturity value attached to it.

2. Beneficiary: shall be the nominee/legal heir or such person as may be directed by a competent court in India, provided that, if the Member has obtained a loan from the Policyholder and has authorized the Insurer to pay the benefits under the Policy to the Policyholder to the extent of loan outstanding as on date of contingent event, the Policyholder shall be deemed to be a Beneficiary to that extent in preference to other Beneficiaries, if any. The Policyholder shall be responsible to identify the eligible legal heirs of the Member in case of death of nominee.

3. Documentation/Underwriting Requirement: A Member is required to submit certain documents for life insurance cover (apart from the documents to be submitted for the loan to the Policyholder) under this Policy Contract, mentioned herein:

KOTAK MAHINDRA PRIME LTD

CAR FINANCE-HYDERABAD

2nd Floor W, 6-3-1101/1, Raj Bhavan Road Navbharath Chambers, Somajiguda Hyderabad - 500082 Andhra Pradesh - India

Repayment Schedule

Villa Orchids Up
Villa Orchids Up 5-4-187/3 And 4 1st Floor
Soham
Mansion Mg Road Secunderabad Hyderabad
Hyderabad - 500003
Andhra Pradesh - India
Mob. No. : 7093576969

Date : 15-Oct-2018

Agreement Details

Agreement No.	Agreement Type	Agreement Date	Tenure (Months)	Maturity Date	Amount Financed	Asset Discount
CF-16324240	Car Finance	30-Sep-2018	36	05-Oct-2021	8,05,087.00	0.00

Asset description

Automobiles - Sports Utility Vehicles - Mitsubishi - MITSUBISHI PAJERO SPORTS

AP10BE3447

Lien Details

External Ref. No.	Effective Date	Ineffective Date
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Other Details

Particulars	No.	Amount
Documentation Charges Receivable	1	4,460.00
Bank Service Charges Receivable	1	500.00
Installment	36	9,55,872.00
Credit Admin Charge Receivable	1	3,540.00
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Processing Fees Receivable	1	4,065.00

Repayment Schedule Table (Amount in Rs.)

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Kotak Mahindra Prime Ltd.

A JOINT VENTURE WITH OLD MUTUAL Ipk

KOTAK COMPLETE COVER GROUP PLAN (Product UIN: 107N018V04)

Certificate of Insurance

SCHEDULE

Certificate No : 385096	Loan ID : 16324240
Name of the Member : Anand Suresh Metha	
Address :	
Cover Amount at inception - Rs :	300000
Premium Amount (Exclusive of Service-tax**) Rs :	1311
Premium Amount (Inclusive of Service-tax**) Rs :	1547
Cover Commencement Date :	9/30/2018
Cover Termination Date :	10/5/2021
Age of the Life Insured as on Date of Commencement :	41
Name of Nominee : As Per DOGH	
Premium payment Mode : Single Premium	
Type of Cover : Reducing Cover	
Benefit Option Selected: Kotak Complete Cover Group Plan	
Branch: HYDERABAD	Region :

Our Valued Member,

We take great pride in extending life insurance cover to you under Kotak Complete Cover Group Plan. Kotak Complete Cover Group Plan (Policy no. CC000005) is a group insurance cover designed for the members of Kotak Mahindra Prime Ltd (hereinafter referred to as "the Policyholder"). This Certificate of Insurance ("COI") is issued on the basis of the facts, information and declaration provided in the Member Data/Membership Form cum Declaration of Good Health (DOGH) duly provided/signed and executed by you. This COI is issued for the purpose of information only and mere possession of this COI shall not entitle any person to the cover unless he/she satisfies all the relevant terms and conditions (including but not limited to the eligibility criteria for Membership and payment of premiums) as specified in the Policy Contract. In the event of any difference, discrepancy or conflict between the terms of this COI and the policy arises, the terms of the Policy Contract shall prevail. In all events, the Policy Contract shall be the final and superseding document governing your cover benefit under the Policy Contract. In the event of any difference or discrepancy between this COI and the details provided in the "list of proposed lives to be insured" by the Policyholder to the Insurer, the details provided in the "list of proposed lives to be insured" by the policyholder shall prevail for payment of benefits under this COI, subject to the terms and conditions of the policy contract. Please note that this arrangement can be modified, suspended or withdrawn at any time by Kotak Mahindra Old Mutual Life Insurance Ltd and/or the Policyholder without prior intimation. # Kotak Complete Cover Group Plan is being offered in customized form to the Members of Kotak Mahindra Prime Ltd.

Sincerely,
for Kotak Mahindra Old Mutual Life Insurance Ltd.



Authorized Signatory

(This document is issued for information purposes only. Refer the within mentioned policy document for applicable terms and conditions)

Simplified Version of the Terms and Conditions of the Policy Contract

Terms used

- Kotak Mahindra Old Mutual Life Insurance Ltd. (hereinafter referred to as "the insurer")
- Kotak Mahindra Prime Ltd (hereinafter referred to as "the Policyholder")
- Kotak Complete Cover Group Plan (hereinafter referred to as "the Policy/ the Policy Contract")
- Member is a person who is entitled to be a member as defined in the Policy Contract and has been added to the list of "Members" in accordance with the terms of the Policy Contract.
- Cover Schedule is a schedule decided between the Insurer and the Policyholder, giving the details of the cover amount amortised at the specified rate of interest in the period between the cover commencement date and cover termination date, including coverage for moratorium, if any.

1. Benefit Terms & Conditions : In case of any difference between the cover amount & tenure as mentioned in the Cover Schedule and any other document arises, the Cover Amount and the Cover Tenure as per the Cover Schedule will prevail.

Cover Amount at inception shall be the agreed cover amount subject to maximum of outstanding principal loan amount in borrower's loan account as per the cover schedule (loan repayment schedule). The cover shall be a reducing cover after moratorium period of (0) Months which will reduce as per the tenure mentioned in the COI Schedule above. The Implicit interest rate for computing the reduction in cover shall be 10%. The claim amount subject to maximum loan outstanding of member as on the date of death would be paid.

In case of any difference between the rate of interest as mentioned above and the rate of interest at which the loan has been availed by the Member, the rate of interest as agreed between the Insurer and the Policyholder shall prevail.

If the loan amount and cover amount are the same, the claim amount is the outstanding principal loan amount as at the date of death, assuming all EMIs have been paid as per the schedule and amortization @ 10% p.a. The overdue EMIs and the balance outstanding, if any, due from you would be governed by the loan agreement between the Policyholder and you.

If the loan amount is more than the cover amount, then the cover under the policy is restricted to the proportionate outstanding principal (of the cover amount), assuming all EMIs have been paid as per Cover Schedule and amortization @ 10% p.a. The outstanding principal amount, the overdue EMIs and other balance outstanding, if any, would be governed by the loan agreement between the Policyholder and you.

For calculating payment of death benefit under the aforesaid circumstances, the arrears of principal loan amount, if any, will not be taken into account and excluded.

The insurance cover is valid from the Cover Commencement Date and shall be valid till the Cover Termination Date (mentioned above). The insurance cover is however, subject to the terms and conditions of the Policy Contract. Accordingly, where more than one Certificate of Insurance is issued to a member, cover under the policy across all such certificates would be restricted to above mentioned limits irrespective of the total outstanding principal loan amount availed by member under this policy. This is a non-participatory plan with no savings or maturity value attached to it.

2. Beneficiary: shall be the nominee/legal heir or such person as may be directed by a competent court in India, provided that, if the Member has obtained a loan from the Policyholder and has authorized the Insurer to pay the benefits under the Policy to the Policyholder to the extent of loan outstanding as on date of contingent event, the Policyholder shall be deemed to be a Beneficiary to that extent in preference to other Beneficiaries, if any. The Policyholder shall be responsible to identify the eligible legal heirs of the Member in case of death of nominee.

3. Documentation/Underwriting Requirement: A Member is required to submit certain documents for life insurance cover (apart from the documents to be submitted for the loan to the Policyholder) under this Policy Contract, mentioned herein:

**CERTIFIED TRUE COPY
SCHEDULE II**

Agreement details

Agreement No CF16324240
Purpose
Financed amount Rs. 8,05,087.00
Tenure 36 months
Initial payment received Rs. 4460

Assets details

Description of asset (Make and Model) Automobiles - Sports Utility Vehicles - Mitsubishi - MITSUBISHI PAJERO SPORTS
Asset Price Rs. 10,90,000.00

Cash Flows details

S. No.	Due date	Inst Amt	S. No.	Due date	Inst Amt
	05-Nov-18	26,552.00	29	05-Mar-21	26,552.00
2	05-Dec-18	26,552.00	30	05-Apr-21	26,552.00
3	05-Jan-19	26,552.00	31	05-May-21	26,552.00
4	05-Feb-19	26,552.00	32	05-Jun-21	26,552.00
5	05-Mar-19	26,552.00	33	05-Jul-21	26,552.00
6	05-Apr-19	26,552.00	34	05-Aug-21	26,552.00
7	05-May-19	26,552.00	35	05-Sep-21	26,552.00
8	05-Jun-19	26,552.00	36	05-Oct-21	26,552.00
9	05-Jul-19	26,552.00			
10	05-Aug-19	26,552.00			
11	05-Sep-19	26,552.00			
12	05-Oct-19	26,552.00			
13	05-Nov-19	26,552.00			
14	05-Dec-19	26,552.00			
15	05-Jan-20	26,552.00			
16	05-Feb-20	26,552.00			
17	05-Mar-20	26,552.00			
18	05-Apr-20	26,552.00			
19	05-May-20	26,552.00			
20	05-Jun-20	26,552.00			
21	05-Jul-20	26,552.00			
22	05-Aug-20	26,552.00			
23	05-Sep-20	26,552.00			
24	05-Oct-20	26,552.00			
25	05-Nov-20	26,552.00			
26	05-Dec-20	26,552.00			
27	05-Jan-21	26,552.00			
28	05-Feb-21	26,552.00			

For Kotak Mahindra Prime Ltd.

Authorised Signatories

(Lender)

For VILLA ORCHIDS LLP

Borrower Partner

[Signature]

Co-Borrower

★★

Guarantor

CERTIFIED TRUE COPY
Agreement Schedule - I

Agreement details

Agreement Date	30-Sep-18
Date of execution of agreement	30-Sep-18
Place of execution of agreement	HYDERABAD
Address of the concerned branch office	2nd Floor W, 6-3-1101/1, Raj Bhavan Road Navbharath Chambers, Somajiguda HYDERABAD - 500082 Andhra Pradesh - India

Customer Details

Borrowers Name & Address	46917072 - Villa Orchids Llp Villa Orchids Llp 5-4-187/3 And 4 1st Floor Soham Mansion Mg Rosd Secunderabad Hyderabad Hyderabad - 500003 Andhra Pradesh - India
Co-Borrowers Name & Address	46917085 - Anand Suresh Mehta Block A 701, Welkin Park Begum Pet Hyderabad Near Fab India Hyderabad - 500016 Andhra Pradesh - India
Guarantors Name & Address	

Loan details

Loan Amount in figures	Rs. 8,05,087.00
Loan Amount in words	Rupees Eight Lacs Five Thousand Eighty-Seven Only
Number of tranche schedules	1

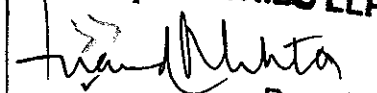
Interest parameters

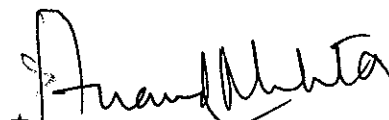
Rate of interest/Assets Discount :	11.38% / Rs. 0
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For Kotak Mahindra Prime Ltd For **VILLA ORCHIDS LLP**

Authorised Signatories

(Lender)


Borrower Partner


Co-Borrower

★★
Guarantor

CERTIFIED TRUE COPY OF THE CAR FINANCE AGREEMENT DATED

30-09-18

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- e) To pay the **LENDER** on demand all expenses, costs or charges incurred in ascertaining the whereabouts of the **BORROWER** or the said Product or in recovering or endeavoring to recover the possession thereof from any one in whose possession the Product shall for the time being be.
- f) Not to use the Product as a means of transport in the smuggling of any goods or in the carriage of any smuggled or prohibited goods adapted, altered or fitted, for the purpose of concealing such goods or for any other unlawful and/or illegal purpose including but not limited to transport or smuggle of any contraband or narcotics substance etc.
- g) Not to sell, pledge, hypothecate, hire or otherwise deal with the Product or part with the possession of the Product or remove it out of the state where the original delivery was effected without the express written permission of the **LENDER** previously obtained and also not to use the Product for any purpose other than that declared in the **BORROWER's** proposal / application as the case may be.
- h) To pay in the name and on behalf of the **LENDER** all fees and taxes payable in respect of the Product as and when the same become due and to indemnify the **LENDER** against all such payment.
- i) Permit the **LENDER** and/or its authorised representative to inspect the Product at all reasonable times, and for that purpose permit the **LENDER** and / or its authorised representatives to enter any premises where the Product is parked / located.
- j) Strictly follow all instructions given by the Manufacturer / Dealer / Supplier for use of the Product.
- k) Always remain in possession of the Product and not to pledge, hire or otherwise deal with the Product without the prior express written permission from the **LENDER**.
- l) Indemnify the **LENDER** against loss or damage to the Product or any part thereof from whatever cause whether or not such loss or damage is as a consequence of the negligence of the **BORROWER**.
- m) Not to do any act to affect the negotiability of the cheques (being the PDCs given under this agreement) and/or writing any letters to the **LENDER** / Bankers to withhold presentation of all or any of the cheques due for payment.
- n) Undertake to keep the Product covered by a valid permit wherever necessary during the continuance of this Agreement and strictly in accordance with the terms and conditions laid down in the permit/s, if any, issued to him by the registering authority in respect of the Product.
- o) This **BORROWER** is obliged to pay Installment's during the contracted period regardless of whether the Product requires repairs or is in operation or not or is working or not and the **LENDER** shall not be liable or responsible for nonperformance, if any, of the Product and further the **BORROWER** shall look solely to the Manufacturer / Supplier / or Dealer of the Product as the case may be for the performance of all guarantees and warranties with respect to the Product.
- p) It is agreed that the **LENDER** shall be entitled to levy service charges for rendering services to the **BORROWER** under this agreement and the **BORROWER** shall pay the same on demand, failure on part of the **BORROWER** shall be a default of the terms of this agreement entitling the **LENDER** to take remedial steps as set out hereinafter in the agreement. The **BORROWER** acknowledges that levy of such service charges by the **LENDER** are reasonable and indeed recoverable and he shall not set up any defense against the demand thereof. These service charges called Miscellaneous Additional Charges for the services shall be those set out in the **SCHEDULE-III** hereto and/or as may be prescribed by the **LENDER** from time to time for such or any services it has to render to the **BORROWER** at his request or which has become necessitated due to change/modification in the statute.
- q) The **BORROWER** and/or the **Co-BORROWER** agrees that if any amounts are outstanding for payment by the **BORROWER** and / or the **Co-BORROWER** (not being the Installments as set out herein) including on account of the indebtedness of the **BORROWER** / **Co-BORROWER** in respect of any dues repayable by them under this agreement or any other contract / agreement which they have entered into with the **LENDER**/its affiliate (including under guarantees, indemnities or other by whatever name called) the **LENDER** shall be entitled to encash the PDCs for the satisfaction of such outstanding amounts notwithstanding that such PDCs have been deposited / furnished to the **LENDER** for the payment of Installments and the **BORROWER** and / or the **Co-BORROWER** shall continue to be indebted to the **LENDER** for the Installments.
- r) To inform the **LENDER** of any change in address and/or phone number(s) and/or e-mail address within seven (7) days of such change taking place.
- s) In the event of any cheque(s)/draft(s) issued by the **BORROWER** / **Co-BORROWER** / **GUARANTOR** to the **LENDER** for payment of Installment and/or any other charges/dues being lost/stolen/misplaced/damaged, the **BORROWER** agrees to replace the said cheque(s)/draft(s) of given amount within seven (7) days of being informed of the same by the **LENDER**.

4. Insurance

- 4.1 The **BORROWER** shall at his own cost insure and keep insured with an insurance company of the **LENDER's** choice the Product during the entire tenure of the contract and also till it has paid all amounts under this agreement to the satisfaction of the **LENDER** duly insured covering comprehensive risks including but not limited to civil commotion, riot, flood, tempest, earthquake and unlimited third party risk. If the **BORROWER** fails to so insure the Product or to keep it so insured, the **LENDER** shall without prejudice to any of its rights under this agreement in consequence of the said failure though not bound, may insure the Product and keep it insured for which the **BORROWER** shall reimburse to the **LENDER** on demand all charges and expenses as may be incurred for such insurance by the **LENDER**. The **BORROWER** shall produce evidence of such insurance as the **LENDER** may require. The **BORROWER** hereby irrevocably appoints the **LENDER** as his agent for the purpose of receiving all moneys payable under the said policy of insurance and to do all acts for that purpose and give discharge thereof and the **LENDER** may notify the insurers of this condition.
- 4.2 The **BORROWER** shall use the Product himself and through his servants and agents strictly in accordance with the terms and conditions of the insurance policy and shall not do or permit to be done any act or thing which may render such insurance invalid and use the Product legitimately and not engage in any unlawful or illegal activity by which the ownership or custody of the Product is in any way jeopardized.
- 4.3 In case the **BORROWER** proposed to opt for Kotak Car Loan Cover (as offered by the **LENDER** under the terms and conditions of the Insurance Policy Number as mentioned in the **SCHEDULE-III** attached herewith), the **LENDER** hereby conveys its acceptance to the aforesaid proposal of the **BORROWER** by offering the financial facility for the purpose of financing the premium (including statutory, other levies, duties, handling, administrative and other charges as mentioned in **SCHEDULE-III** attached herewith) to enable the **BORROWER** to avail the insurance cover as offered under the aforesaid Insurance Policy. Such amount is forming part of and is included in the Loan Amount as mentioned in the **SCHEDULE-I** attached herewith. The **BORROWER** hereby acknowledges that, the **LENDER** has right to reject such proposal of Kotak Car Loan Cover by not offering the said financial facility (proposed to be opted by the **BORROWER** for the purpose of financing the

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

12 Condition of the Product:

- a) The **BORROWER** shall be exclusively responsible for getting the delivery of the Product from the Manufacturer or the Dealer / Supplier. The **LENDER** shall not be liable for any delay in delivery or any demurrage or the quality / condition / fitness of the Product. The **BORROWER** absolves the **LENDER** from any liability in respect of above and that the **BORROWER** agrees not to withhold payment of stipulated Installments on pretext that Product has not been delivered or is not in an acceptable condition.
- b) The **BORROWER** confirms that the Product has been examined, tested and inspected by him to be in good working order to the satisfaction of the **BORROWER**. No claim or objection shall be admissible against the **LENDER** as to the quality or completeness and correctness of the Product. It is expressly clarified that the **LENDER** shall not be responsible nor liable in any way whatsoever for the non-performance of all or any of the guarantees and warranties in respect of the said Product granted or given by the Manufacturer / Dealer / Supplier.
- c) The **LENDER** does not have any liability in case the Manufacturer discontinues the Product and / or alters the Product specification.
- d) The **LENDER** shall not be liable to the **BORROWER** for any liability, claims, loss, damage or expenses of any kind or nature:
 1. Caused directly or indirectly by the Product or any inadequacy thereof, or any defect therein or by the use thereof; or in relation to any repairs, servicing, maintenance or adjustment thereto, or any delay in providing or failure to provide the same or in relation to any loss;
 2. Of business or any damage whatsoever and howsoever caused;
- e) The **LENDER** has not made any and does not hereby make any representation or warranty with respect to the merchantability, fitness, condition, quality, durability, suitability, usage or operation of the Product with any respect;

13 Events of Default:

An event of default shall occur hereunder if the **BORROWER**:

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

14 Consequences upon event of default:

- 14.1 Upon the occurrence of any event of default and any time thereafter, the **LENDERS** shall, with or without notice, to the **BORROWER** be entitled to declare all sums due and to become due hereunder for the full term of the agreement as immediately due and payable including that the **BORROWER** shall be liable to pay to the **LENDER** pre-payment interest calculated as the percentage (as per the **SCHEDULE-III**) of the balance principal outstanding along with other dues including unpaid installments, taxes, late charges, etc. due as on date of such declaration and upon the **BORROWER** failing to make the said payment in full immediately, the **LENDER** may, at its sole discretion, do any one or more of the following shall be entitled to the following remedies:
 - i) Upon notice to the **BORROWER** terminate this Agreement; and/or
 - ii) Upon Notice, demand that the **BORROWER** return the Product to the **LENDER** at the risk and expense of the **BORROWER**, in the same condition as was delivered to it (ordinary wear and tear excepted) at such location as the **LENDER** may designate. Upon failure of the **BORROWER** to deliver the product as stated above within the period of demand, the **LENDER**, its agents, constituted attorney and/or any other person appointed by the law for such purpose may in accordance with the law shall take immediate possession of the Product and remove the same without liability to the **LENDER** or its agents or such entry or for damage to property or otherwise. Upon such return of the Product or upon the **LENDER** taking possession of the Product as herein before stated the Loan herein granted by the **LENDER** to

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

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

19. A) Liabilities of GUARANTOR :-

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

- i) The regular and punctual payment of all installments by the BORROWER and the due performance and observance of all the terms and conditions of this agreement by the BORROWER ;
- ii) Payment to the LENDER of all moneys becoming payable to it under or by virtue of this agreement either by way of debt or Borrowing or damage or cost or expenses or otherwise whatsoever;

B) The GUARANTOR further agrees:

- i) to renounce the rights to claim the BORROWER 's property and any other benefits to which sureties are by law otherwise entitled ;
- ii) that the neglect or forbearance of the LENDER in enforcing payment of any moneys due under this agreement or any other indulgence shown to the BORROWER shall not release the BORROWER and/or the Co- BORROWER / GUARANTOR from the several obligations under this agreement or in any way alter or affect the rights of the LENDER under or in respect of the agreement or the Product.

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

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

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

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

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

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

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

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

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

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

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

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

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

22. Assignment:

shall reimburse all sums so paid together with compensation charges as provided in clause 2 (b) hereof.

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

28. Liability for Sales Tax / Other taxes of BORROWER:

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

- a. The **BORROWER** hereby expressly covenants with the **LENDER** that the **BORROWER** will not do or omit to do any act which may result in seizure and / or confiscation of the Product by the central or state government or local authority or any public officer or authority under any law for the time being in force.
- b. The **BORROWER** hereby agrees and declares that the **BORROWER**'s obligations to pay all Installments and all over due amounts payable under or pursuant hereto shall be absolute and unconditional.

29. Miscellaneous Provisions:

a. Reservation of Rights

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

b. Cumulative Rights:

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

c. Severability:

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

d. Amendments:

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

e. Payments:

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

f. Loan Application:

The loan application of the **BORROWER** shall form an integral part of this loan agreement.

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

30. Disclosure of Information:

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

31. Arbitration:

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

32. Jurisdiction:

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

33. Acceptance:

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