

SANCTION LETTER

Date: 21/08/2018
City: Hyderabad.

Name of Applicant M/s **MODI PROPERTIES PRIVATE LIMITED**
Residence Address: HYDERABAD

Dear Sir,

We are pleased to inform you that your loan application has been approved as per the details given below:

Loan Amount	Asset Value	Tenure	EMI	Model	Disbursement
Rs: 65,00,000/-	Rs. 7,704,859/-	60months		LAND ROVER DISCOVERY SPORT	64,61,375/-

Your loan will be disbursed on receipt of the following documents :

1. Stamped Loan agreement.
2. Repayment Instruction (Post Dated cheques or Debit-ECS Instruction or Standing Instruction for debit from account with Yes Bank).
3. Invoice, Margin money & insurance Cover note with hypothecation in favour of YES BANK Ltd. duly recorded thereon.

Margin Money	Advance EMI	No of Advance EMI	Registration No	Name of Supplier/Dealer
Rs.0/-	NA	0	NA	SREE KRISHNA AUTOMOTIVES HYD PVT LTD

You are also request to note as follows :

1. This Sanction letter is valid for a maximum of 15 days from the date of issue and subject to terms/condition as stated above. Any change in terms /Condition would require a fresh sanction letter.
2. It is assumed that you have inspected the vehicle and satisfied yourself of the quality thereof. Bank will not be liable for any defect or delay in delivery or any service issue concerning the Dealer/Regional Transport Office/Insurance Company or any other intermediary involved in the deal.
3. The vehicle has to be registered at either of the address mentioned above.
4. The amount of EMI is subject to change in interest rate if in case announced by the bank.
5. Processing Fees and other charges will be applicable as per schedule of Charges.

All cheques must strictly be issued in favour of YES Bank Ltd A/C < M/s **MODI PROPERTIES PRIVATE LIMITED** >.

Bank will not be

Responsible for any misuse of cheques that are not issued in the manner indicated above.

6. Bank shall not be liable for any failure to perform its obligations where such a failure is due to circumstances beyond control of the bank.

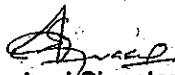
7. Subjectivities or pending Documents if any in the case as Communicated by bank to be completed before disbursement.

8. The Final loan amount would be disbursed only on satisfactory receipts of above mentioned document to the dealer Mentioned above as per your request.

Thanking you

Yours truly
For Yes Bank Ltd.

For YES BANK LTD.


Authorised Signatory

YES BANK

YES BANK
REPAYMENT SCHEDULE

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Branch	HYDERABAD										
Customer Name	MODI PROPERTIES PRIVATE LIMITED										
Agreement No	ALN000600390639										
Loan Type	HP LOAN										
Agreement Date	20/08/2018										
Property Value	0.00										
Frequency	MONTHLY EMIs										
Amount Financed	6,500,000.00										
Interest Rate	8.70										
Tenure	60										
Agmt. Mode	Arrear										
Total Instl.	60										
Advance EMI	0.00										
Currency	INR										
Net Disbursed Amount	6,500,000.00										

Instl. Num.	Due Date	Opening Principal	Inst. Amt.	Principal	Interest	Service Tax	VAT	Closing Principal	Rate (%)	Depreciation	Installment Type
1	15/09/2018	6,500,000.00	100,066.00	67,089.00	32,977.00	0.00	0.00	6,432,911.00	8.70	0.00	EMI
2	15/10/2018	6,432,911.00	100,066.00	53,442.00	46,624.00	0.00	0.00	6,379,469.00	8.70	0.00	EMI
3	15/11/2018	6,379,469.00	100,066.00	53,829.00	46,237.00	0.00	0.00	6,325,640.00	8.70	0.00	EMI
4	15/12/2018	6,325,640.00	100,066.00	54,219.00	45,847.00	0.00	0.00	6,271,421.00	8.70	0.00	EMI
5	15/01/2019	6,271,421.00	100,066.00	54,612.00	45,454.00	0.00	0.00	6,216,809.00	8.70	0.00	EMI
6	15/02/2019	6,216,809.00	100,066.00	55,008.00	45,058.00	0.00	0.00	6,161,801.00	8.70	0.00	EMI
7	15/03/2019	6,161,801.00	100,066.00	55,406.00	44,660.00	0.00	0.00	6,106,395.00	8.70	0.00	EMI
8	15/04/2019	6,106,395.00	100,066.00	55,808.00	44,258.00	0.00	0.00	6,050,587.00	8.70	0.00	EMI
9	15/05/2019	6,050,587.00	100,066.00	56,213.00	43,853.00	0.00	0.00	5,994,374.00	8.70	0.00	EMI
10	15/06/2019	5,994,374.00	100,066.00	56,620.00	43,446.00	0.00	0.00	5,937,754.00	8.70	0.00	EMI
11	15/07/2019	5,937,754.00	100,066.00	57,030.00	43,036.00	0.00	0.00	5,880,724.00	8.70	0.00	EMI
12	15/08/2019	5,880,724.00	520,000.00	477,378.00	42,622.00	0.00	0.00	5,403,346.00	8.70	0.00	EMI
13	15/09/2019	5,403,346.00	100,066.00	60,904.00	39,162.00	0.00	0.00	5,342,442.00	8.70	0.00	EMI
14	15/10/2019	5,342,442.00	100,066.00	61,345.00	38,721.00	0.00	0.00	5,281,097.00	8.70	0.00	EMI
15	15/11/2019	5,281,097.00	100,066.00	61,790.00	38,276.00	0.00	0.00	5,219,307.00	8.70	0.00	EMI
16	15/12/2019	5,219,307.00	100,066.00	62,237.00	37,829.00	0.00	0.00	5,157,070.00	8.70	0.00	EMI
17	15/01/2020	5,157,070.00	100,066.00	62,689.00	37,377.00	0.00	0.00	5,094,381.00	8.70	0.00	EMI
18	15/02/2020	5,094,381.00	100,066.00	63,143.00	36,923.00	0.00	0.00	5,031,238.00	8.70	0.00	EMI
19	15/03/2020	5,031,238.00	100,066.00	63,601.00	36,465.00	0.00	0.00	4,967,637.00	8.70	0.00	EMI
20	15/04/2020	4,967,637.00	100,066.00	64,062.00	36,004.00	0.00	0.00	4,903,575.00	8.70	0.00	EMI
21	15/05/2020	4,903,575.00	100,066.00	64,526.00	35,540.00	0.00	0.00	4,839,049.00	8.70	0.00	EMI
22	15/06/2020	4,839,049.00	100,066.00	64,994.00	35,072.00	0.00	0.00	4,774,055.00	8.70	0.00	EMI
23	15/07/2020	4,774,055.00	100,066.00	65,465.00	34,601.00	0.00	0.00	4,708,590.00	8.70	0.00	EMI
24	15/08/2020	4,708,590.00	520,000.00	485,873.00	34,127.00	0.00	0.00	4,222,717.00	8.70	0.00	EMI
25	15/09/2020	4,222,717.00	100,066.00	69,461.00	30,605.00	0.00	0.00	4,153,256.00	8.70	0.00	EMI
26	15/10/2020	4,153,256.00	100,066.00	69,964.00	30,102.00	0.00	0.00	4,083,292.00	8.70	0.00	EMI
27	15/11/2020	4,083,292.00	100,066.00	70,471.00	29,595.00	0.00	0.00	4,012,821.00	8.70	0.00	EMI
28	15/12/2020	4,012,821.00	100,066.00	70,982.00	29,084.00	0.00	0.00	3,941,839.00	8.70	0.00	EMI
29	15/01/2021	3,941,839.00	100,066.00	71,496.00	28,570.00	0.00	0.00	3,870,343.00	8.70	0.00	EMI
30	15/02/2021	3,870,343.00	100,066.00	72,015.00	28,051.00	0.00	0.00	3,798,328.00	8.70	0.00	EMI
31	15/03/2021	3,798,328.00	100,066.00	72,536.00	27,530.00	0.00	0.00	3,725,792.00	8.70	0.00	EMI
32	15/04/2021	3,725,792.00	100,066.00	73,062.00	27,004.00	0.00	0.00	3,652,730.00	8.70	0.00	EMI

33	15/05/2021	3,652,730.00	100,066.00	73,592.00	26,474.00	0.00	0.00	3,579,138.00	8.70	0.00	EMI
34	15/06/2021	3,579,138.00	100,066.00	74,125.00	25,941.00	0.00	0.00	3,505,013.00	8.70	0.00	EMI
35	15/07/2021	3,505,013.00	100,066.00	74,662.00	25,404.00	0.00	0.00	3,430,351.00	8.70	0.00	EMI
36	15/08/2021	3,430,351.00	520,000.00	495,137.00	24,863.00	0.00	0.00	2,935,214.00	8.70	0.00	EMI
37	15/09/2021	2,935,214.00	100,066.00	78,792.00	21,274.00	0.00	0.00	2,856,422.00	8.70	0.00	EMI
38	15/10/2021	2,856,422.00	100,066.00	79,363.00	20,703.00	0.00	0.00	2,777,059.00	8.70	0.00	EMI
39	15/11/2021	2,777,059.00	100,066.00	79,938.00	20,128.00	0.00	0.00	2,697,121.00	8.70	0.00	EMI
40	15/12/2021	2,697,121.00	100,066.00	80,518.00	19,548.00	0.00	0.00	2,616,603.00	8.70	0.00	EMI
41	15/01/2022	2,616,603.00	100,066.00	81,101.00	18,965.00	0.00	0.00	2,535,502.00	8.70	0.00	EMI
42	15/02/2022	2,535,502.00	100,066.00	81,689.00	18,377.00	0.00	0.00	2,453,813.00	8.70	0.00	EMI
43	15/03/2022	2,453,813.00	100,066.00	82,281.00	17,785.00	0.00	0.00	2,371,532.00	8.70	0.00	EMI
44	15/04/2022	2,371,532.00	100,066.00	82,878.00	17,188.00	0.00	0.00	2,288,654.00	8.70	0.00	EMI
45	15/05/2022	2,288,654.00	100,066.00	83,478.00	16,588.00	0.00	0.00	2,205,176.00	8.70	0.00	EMI
46	15/06/2022	2,205,176.00	100,066.00	84,083.00	15,983.00	0.00	0.00	2,121,093.00	8.70	0.00	EMI
47	15/07/2022	2,121,093.00	100,066.00	84,693.00	15,373.00	0.00	0.00	2,036,400.00	8.70	0.00	EMI
48	15/08/2022	2,036,400.00	520,000.00	505,241.00	14,759.00	0.00	0.00	1,531,159.00	8.70	0.00	EMI
49	15/09/2022	1,531,159.00	100,066.00	88,968.00	11,098.00	0.00	0.00	1,442,191.00	8.70	0.00	EMI
50	15/10/2022	1,442,191.00	100,066.00	89,613.00	10,453.00	0.00	0.00	1,352,578.00	8.70	0.00	EMI
51	15/11/2022	1,352,578.00	100,066.00	90,263.00	9,803.00	0.00	0.00	1,262,315.00	8.70	0.00	EMI
52	15/12/2022	1,262,315.00	100,066.00	90,917.00	9,149.00	0.00	0.00	1,171,398.00	8.70	0.00	EMI
53	15/01/2023	1,171,398.00	100,066.00	91,576.00	8,490.00	0.00	0.00	1,079,822.00	8.70	0.00	EMI
54	15/02/2023	1,079,822.00	100,066.00	92,240.00	7,826.00	0.00	0.00	987,582.00	8.70	0.00	EMI
55	15/03/2023	987,582.00	100,066.00	92,908.00	7,158.00	0.00	0.00	894,674.00	8.70	0.00	EMI
56	15/04/2023	894,674.00	100,066.00	93,582.00	6,484.00	0.00	0.00	801,092.00	8.70	0.00	EMI
57	15/05/2023	801,092.00	100,066.00	94,260.00	5,806.00	0.00	0.00	706,832.00	8.70	0.00	EMI
58	15/06/2023	706,832.00	100,066.00	94,943.00	5,123.00	0.00	0.00	611,889.00	8.70	0.00	EMI
59	15/07/2023	611,889.00	100,066.00	95,631.00	4,435.00	0.00	0.00	516,258.00	8.70	0.00	EMI
60	15/08/2023	516,258.00	520,000.00	516,258.00	3,742.00	0.00	0.00	0.00	8.70	0.00	EMI
TOTAL			8,103,630.00	6,500,000.00	1,603,630.00	0.00	0.00			0.00	

Branch		
Customer Name		
Agreement No		
Date	Description	Amount
No Records Found		

END OF REPORT

SOHAM MOJIBI
MANAGING DIRECTOR

2 AUG 2018

APPROVED
2 AUG 2018

m

per month

15,00,000

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Land Rover Discovery		Date:	24-08-2018	Resale price	Net cost of ownership	Net cost of ownership	64,07,030					15,00,000	6,00,000	15,17,030
Cost	91,35,000	Car esale	Down payment	14,35,000	30,45,000	7 yr	1,06,784					per month	12,00,000	
Loan disbursed on	25-08-2018	% pa	1,00,066	4,19,934.00	5 yr	-2,353								
Interest Rate	EMI				Interest cumulative	Depreciation	Tax saving	Fuel	Insurance	Service	Net cost			
Instalment	Date	Principal	Interest	Repayment EMI	Additional payments	Balance	Interest + depreciation + Insurance + fuel + service							
1	Oct-18	65,00,000	46,583	1,00,066	-	64,46,517	1,14,188	73,146	25,000	20,000	10,000	28,437		
2	Nov-18	64,46,517	46,200	1,00,066	-	63,92,651	1,14,188	73,016	25,000	20,000	10,000	28,184		
3	Dec-18	63,92,651	45,814	1,00,066	-	63,38,399	1,14,188	72,886	25,000	20,000	10,000	27,928		
4	Jan-19	63,38,399	45,425	1,00,066	-	62,83,759	1,14,188	72,754	25,000	20,000	10,000	27,671		
5	Feb-19	62,83,759	45,034	1,00,066	-	62,28,726	1,14,188	72,621	25,000	20,000	10,000	27,413		
6	Mar-19	62,28,726	44,639	1,00,066	-	61,73,299	1,14,188	72,487	25,000	20,000	10,000	27,152		
7	Apr-19	61,73,299	44,242	1,00,066	-	61,17,475	1,14,188	72,353	25,000	20,000	10,000	26,889		
8	May-19	61,17,475	43,842	1,00,066	-	60,61,251	1,14,188	72,217	25,000	20,000	10,000	26,625		
9	Jun-19	60,61,251	43,439	1,00,066	-	60,04,624	1,14,188	72,080	25,000	20,000	10,000	26,359		
10	Jul-19	60,04,624	43,033	1,00,066	-	59,47,591	1,14,188	71,943	25,000	20,000	10,000	26,090		
11	Aug-19	59,47,591	42,624	1,00,066	-	58,90,150	1,14,188	71,804	25,000	20,000	10,000	25,820		
12	Sep-19	58,90,150	42,213	1,00,066	4,19,934	54,12,363	1,14,188	71,665	25,000	20,000	10,000	25,548		
13	Oct-19	54,12,363	38,789	1,00,066	-	53,51,085	97,059	64,697	25,000	20,000	10,000	29,091		
14	Nov-19	53,51,085	38,349	1,00,066	-	52,89,369	97,059	64,549	25,000	20,000	10,000	28,801		
15	Dec-19	52,89,369	37,907	1,00,066	-	52,27,210	97,059	64,399	25,000	20,000	10,000	28,508		
16	Jan-20	52,27,210	37,462	1,00,066	-	51,64,605	97,059	64,248	25,000	20,000	10,000	28,214		
17	Feb-20	51,64,605	37,013	1,00,066	-	51,01,552	97,059	64,096	25,000	20,000	10,000	27,917		
18	Mar-20	51,01,552	36,561	1,00,066	-	50,38,047	97,059	63,942	25,000	20,000	10,000	27,619		
19	Apr-20	50,38,047	36,106	1,00,066	-	49,74,088	97,059	63,788	25,000	20,000	10,000	27,318		
20	May-20	49,74,088	35,648	1,00,066	-	49,09,669	97,059	63,633	25,000	20,000	10,000	27,015		
21	Jun-20	49,09,669	35,186	1,00,066	-	48,44,789	97,059	63,476	25,000	20,000	10,000	26,710		
22	Jul-20	48,44,789	34,721	1,00,066	-	47,79,444	97,059	63,319	25,000	20,000	10,000	26,402		
23	Aug-20	47,79,444	34,253	1,00,066	4,19,934	47,13,631	97,059	63,160	25,000	20,000	10,000	26,093		
24	Sep-20	47,13,631	33,781	1,00,066	-	46,47,944	97,059	63,000	25,000	20,000	10,000	25,781		
25	Oct-20	46,47,942	33,296	1,00,066	-	45,82,412	97,059	62,843	25,000	20,000	10,000	25,471		
26	Nov-20	45,82,412	29,796	1,00,066	-	45,16,600	97,059	62,683	25,000	20,000	10,000	25,160		
27	Dec-20	45,16,600	29,293	1,00,066	-	44,50,307	97,059	62,523	25,000	20,000	10,000	24,850		
28	Jan-21	44,50,307	28,786	1,00,066	-	43,83,528	97,059	62,363	25,000	20,000	10,000	24,540		
29	Feb-21	43,83,528	28,275	1,00,066	-	43,16,246	97,059	62,203	25,000	20,000	10,000	24,230		
30	Mar-21	43,16,242	27,760	1,00,066	-	42,48,971	97,059	62,043	25,000	20,000	10,000	23,920		
31	Apr-21	42,48,971	27,242	1,00,066	-	41,81,703	97,059	61,883	25,000	20,000	10,000	23,610		
32	May-21	41,81,703	26,720	1,00,066	-	41,14,435	97,059	61,723	25,000	20,000	10,000	23,300		
33	Jun-21	41,14,435	26,195	1,00,066	-	40,47,166	97,059	61,563	25,000	20,000	10,000	22,990		
34	Jul-21	40,47,166	25,665	1,00,066	-	39,80,001	97,059	61,403	25,000	20,000	10,000	22,680		
35	Aug-21	39,80,001	25,132	1,00,066	-	39,12,839	97,059	61,243	25,000	20,000	10,000	22,370		
36	Sep-21	39,12,846	24,595	1,00,066	4,19,934	38,45,773	97,059	61,083	25,000	20,000	10,000	22,060		
37	Oct-21	38,45,773	21,044	1,00,066	-	37,78,729	70,125	49,552	25,000	20,000	10,000	26,493		

38	Nov-21	28,57,419	20,478	1,00,066	-	27,77,832	13,40,142	70,125	1,45,604	49,360	25,000	20,000	10,000	26,119
39	Dec-21	27,77,832	19,908	1,00,066	-	26,97,673	13,60,049	70,125	1,45,033	49,166	25,000	20,000	10,000	25,742
40	Jan-22	26,97,673	19,333	1,00,066	-	26,16,941	13,79,383	70,125	1,44,459	48,972	25,000	20,000	10,000	25,362
41	Feb-22	26,16,941	18,755	1,00,066	-	25,35,630	13,98,138	70,125	1,43,880	48,775	25,000	20,000	10,000	24,979
42	Mar-22	25,35,630	18,172	1,00,066	-	24,53,736	14,16,310	70,125	1,43,297	48,578	25,000	20,000	10,000	24,594
43	Apr-22	24,53,736	17,585	1,00,066	-	23,71,255	14,33,895	70,125	1,42,711	48,379	25,000	20,000	10,000	24,206
44	May-22	23,71,255	16,994	1,00,066	-	22,88,183	14,50,889	70,125	1,42,119	48,178	25,000	20,000	10,000	23,816
45	Jun-22	22,88,183	16,399	1,00,066	-	22,04,515	14,67,287	70,125	1,41,524	47,977	25,000	20,000	10,000	23,422
46	Jul-22	22,04,515	15,799	1,00,066	-	21,20,248	14,83,086	70,125	1,40,924	47,773	25,000	20,000	10,000	23,026
47	Aug-22	21,20,248	15,195	1,00,066	-	20,35,377	14,98,281	70,125	1,40,321	47,569	25,000	20,000	10,000	22,626
48	Sep-22	20,35,377	14,587	1,00,066	4,19,934	15,29,964	15,12,868	70,125	1,39,712	47,362	25,000	20,000	10,000	22,224
49	Oct-22	15,29,964	10,965	1,00,066	-	14,40,863	15,23,833	59,607	1,25,571	42,569	25,000	20,000	10,000	23,396
50	Nov-22	14,40,863	10,326	1,00,066	-	13,51,123	15,34,159	59,607	1,24,933	42,352	25,000	20,000	10,000	22,974
51	Dec-22	13,51,123	9,683	1,00,066	-	12,60,740	15,43,842	59,607	1,24,290	42,134	25,000	20,000	10,000	22,549
52	Jan-23	12,60,740	9,035	1,00,066	-	11,69,710	15,52,878	59,607	1,23,642	41,915	25,000	20,000	10,000	22,121
53	Feb-23	11,69,710	8,383	1,00,066	-	10,78,026	15,61,260	59,607	1,22,990	41,693	25,000	20,000	10,000	21,689
54	Mar-23	10,78,026	7,726	1,00,066	-	9,85,686	15,68,986	59,607	1,22,332	41,471	25,000	20,000	10,000	21,255
55	Apr-23	9,85,686	7,064	1,00,066	-	8,92,684	15,76,050	59,607	1,21,671	41,246	25,000	20,000	10,000	20,818
56	May-23	8,92,684	6,398	1,00,066	-	7,99,016	15,82,448	59,607	1,21,004	41,020	25,000	20,000	10,000	20,377
57	Jun-23	7,99,016	5,726	1,00,066	-	7,04,676	15,88,174	59,607	1,20,333	40,793	25,000	20,000	10,000	19,933
58	Jul-23	7,04,676	5,050	1,00,066	-	6,09,660	15,93,224	59,607	1,19,657	40,564	25,000	20,000	10,000	19,487
59	Aug-23	6,09,660	4,369	1,00,066	-	5,13,964	15,97,594	59,607	1,18,976	40,333	25,000	20,000	10,000	19,036
60	Sep-23	5,13,964	3,683	1,00,066	4,19,934	-2,353	16,01,277	59,607	1,18,290	40,100	25,000	20,000	10,000	18,583



TAX INVOICE

Sales Invoice No : PRIDE/1819/G-111 Sales Invoice Date : 31.08.2018 VDN No. & Date : Customer Order No. & Date :		Dealer PAN: AAKCS5353H Dealer GSTIN: 36AAKCS5353H1Z3 State Code : 36 CTD No:		
Bill To: M/S. MODI PROPERTIES PRIVATE LIMITED REP BY: MR. SOHAM SATISH MODI 5-4-18/3&4, SOHAM MANSION, 2ND FLOOR, M G ROAD, SECUNDERABAD HYDERABAD-500003. State Code : 36 GST Registration Type : Registered GSTIN : 36AABCM4761E1ZM PAN : AABCM4761E Contact No: 9849349373	Place of Supply: M/S. MODI PROPERTIES PRIVATE LIMITED REP BY: MR. SOHAM SATISH MODI 5-4-18/3&4, SOHAM MANSION, 2ND FLOOR, M G ROAD, SECUNDERABAD HYDERABAD-500003. State Code : 36 GST Registration Type : Registered GSTIN : 36AABCM4761E1ZM PAN : AABCM4761E Contact No: 9849349373	Place of Delivery: Sree Krishna Automotives Hyderabad Pvt Ltd Pride Motors (Hyderabad) JLR Division Plot no.461, Road no.36, Jubilee Hills State Code : 36 GST Registration Type : Registered GSTIN : 36AAKCS5353H1Z3 PAN : AAKCS5353H Contact No: 040-23606148		
Hypothecated to: YES BANK LTD		BOE No :		
Colour: Indus Silver	Chassis No: SALRA2AV2HA0413521017	Eng. No : 17100223230306PS		
Description of Goods Services	HSN Code	Qty/UoM	Unit Price (Rs.)	Amount (Rs.)
Discovery 3.0 I V6 Petrol 4WD AT 5 Door HSE 7 seater	8703	1	4,926,870.00	4,926,870.00
SubTotal				4,926,870.00
Output CGST @ 14%				689,761.80
Output SGST @ 14%				689,761.80
Output IGST @ 28%				0.00
GST Cess @ 22%				1,083,911.40
Ex-Showroom Price				7,390,305.00
TCS @ 1%				0.00
Round Off				0.00
Gross Invoice value (in figure)				7,390,305.00
Gross Invoice value (in words): Seventy Three Lakhs Ninty Thousand Three Hundred & Five Rupees Only.				
We hereby Certify that our Registration Certificate under the GST Act -2017 is in force on the date on which the supply of the goods specified in this "Tax Invoice" is made by us and that the transaction of supply covered by this "Tax Invoice" has been effected by us and it shall be accounted for in the turnover of supply while filing of return and the due tax, if any, payable on the supply has been paid or shall be paid.				
Statutory declaration as per applicable laws relevant to this supply should be delivered to us within statutory period, failing which we will recover from you differential tax, penalty, interest, and consequential financial loss if any. Any dispute on this supply transaction will be subject to jurisdiction of court in Kochi(Kerala). No claims will be entertained if not lodged within two weeks from the date of this invoice. Our responsibility ceases upon delivery of the goods to transport carrier (Rail/Road). Your address and other business information specified in this document is as provided by you and we do not own responsibility for the same				
The Company shall not be liable for any delay in delivery of vehicles or accessories/ optional equipment due to strike, riot, civil commotion, accident, machinery breakdown government policies, acts of God and nature, and all events beyond the control of company.				
Cancellation of this invoice is not permissible, Unless otherwise stated, tax on this invoice is not payable under reverse charge.				
Terms & Conditions:-				
1. Accessories, Insurance, transportation, Registration, taxes, octroi - other levies, service charges etc will be charged extra as applicable.				
2. Buyers will have to pay the price prevailing at the time of delivery.				
Certified that the particulars given above are true & correct For Sree Krishna Automotives Hyd Pvt Ltd				
				
(Customer Signature)		Authorised Signatory		

Pride Motors

Sree Krishna Automotives Hyd. Pvt. Ltd.

Odyssey Mall, Plot No. 461, Rd. No. 36, Jubilee Hills, Hyderabad - 500 033

Tel: +91 40 23606148/58 Fax: 91 23606178

SREE KRISHNA AUTOMOTIVES HYDERABAD
PLOT NO:461,RDNO:36,JUBLIEEHILLS,JUBILEE HILLS,HYDERABAD

FORM - 21
(See Rule 47 (a) & D)
SALE CERTIFICATE

Certified that **DISCOVERY3.0IV6PETROL4WD AUTO5DOORHSE7SEATE BSIV** has been delivered on **31-08-2018** by us to

1 Name of the buyer	MODI PROPERTIES PRIVATE LIMITED
2 Permanent Address	Temporary Address
5-4-187/3&4	5-4-187/3&4
SOHAM MANSION	SOHAM MANSION
2ND FLOOR,M G ROAD	2ND FLOOR,M G ROAD
HYDERABAD	HYDERABAD
SECUNDRABAD (M)	SECUNDRABAD (M)
HYDERABAD (DT)	HYDERABAD (DT)
TG	TG

The vehicle is held under agreement of Hire Purchase/Lease/Hypothecation with, **YES BANK LTD**

Details of the vehicle are given below :

1 Class of Vehicle	MOTOR CAR
2 Maker's Name	M/S JAGUAR LANDROVER LTD
3 Chassis No.	SALRA2AV2HA0413521017
4 Engine No.	17100223230306PS
5 Horse Power / Cubic Capacity	335.25/2995.00
6 Fuel Used	PETROL
7 No. of Cylinders	6
8 Month & Year of manufacture	10-2017
9 Seating Capacity (including driver)	7
10 Unladen Weight	2362.00
11 Maximum axel weight & number & Description of tyres (In case of Transport vehicle)	

a) Front Axle= **255/60R19**
113W
 c) Any Other Axle= **255/60R19**
113W

b) Rear Axle=
 d) Tandem Axle=

12 Colour of Body
 13 Gross Vehicle Weight
 14 Type of Body
 15 Blinkers / Indicators Fitted

INDUS SILVER
3130.00
Sedan



Authorised Signatory

(SREE KRISHNA AUTOMOTIVES HYDERABAD)



**GOVERNMENT OF TELANGANA
TRANSPORT DEPARTMENT**

TAX RECEIPT

Transaction Number	: NET021349810	Invoice Date	: 31-08-2018
ULW	: 2362.00	Class of vehicle	: MCRN
GVW	: 3130.00	Tax	: 1034650
Seating Capacity	:	HPA Fee	: 1500.00
Temp Regn No	: TS09BVTR8906	TR Fee	: 300.00
Chassis No	: SALRA2AV2HA0413521017	Penalty	: 0.00
Engine No	: 17100223230306PS	TR Service Charge	: 100.00
Tax Type	:	Application Fee	: 600
ToBe Registered At	: RTA-HYDERABAD-NZ	Smart Card Fee	: 200
Name Of Customer	: MODI PROPERTIES PRIVATE LIMITED	Postal Charge	: 35
Date	: 31-08-2018	Reg. Service Charge	: 400
Invoice Amount	: 7390305.00	Collected Amt	: 1037785.00
Permit Fee	: 0	Authorization Fee	: 0
Permit Service Fee	: 0		

AUTHORISED SIGNATORY
K SRIDHAR REDDY

Dear **MODI PROPERTIES PRIVATE LIMITED**,

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

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

With Regards
Telangana Transport Dept.



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	: TS09BVTR8906
Name of the Owner	: MODI PROPERTIES PRIVATE LIMITED
Display Name on RC Card	: MODI PROPERTIES
Father/Husband/Rep. by Name	: SOHAM SATISH MODI
Nationality	: Indian
Address	: 5-4-187/3&4, SOHAM MANSION 2ND FLOOR, M G ROAD, SECUNDERABAD STATION SECUNDERABAD(M), HYDERABAD(DT), HYDERABAD
Description of Vehicle	: MOTOR CAR
Class of Vehicle	: MCRN
Maker's Name	: M/S JAGUAR LANDROVER LTD
Type of Body	: Sedan
Seating Capacity	: 7
Colour	: INDUS SILVER
Engine No	: 17100223230306PS
Chassis No	: SALRA2AV2HA0413521017
Maker's Class	: DISCOVERY3.0IV6PETROL4WDAUTO5DOORHSE7SEATE BSIV
Fuel Used	: PETROL
Vehicle to be Registered at	: RTA-HYDERABAD-NZ - TS010 OPP. HANUMAN TEMPLE TIRUMALAGHERRY, SECUNDERABAD 500015

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

TS09BVTR8906

Valid From	: 31-08-2018	Valid Upto	: 29-09-2018
Tax Paid Rs.	: 1034650		
TR Fees Rs.	: 300.00		
HPA Fees Rs.	: 1500.00		
Transaction No	: NET021349810	Date	: 31-08-2018
This Vehicle is	UNDER HYPOTHICATION WITH YES BANK LTD BEGUMPET HYDERABAD		
Date	: 31-08-2018		



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

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

Customer Copy

The Insured, described in form '52' referred to below, having proposed for insurance in respect of the Motor Vehicle (s) described therein and having paid the sum of Rs. _____ as premium, the risk is hereby held covered under the terms of the Company's usual form of _____ Policy applicable thereto (Subject to any Special Conditions Mentioned below) unless the cover be terminated by the Company by notice in writing in which case the insurance will thereupon cease and a proportionate part of the premium otherwise payable for such insurance shall be charged for the time the Company had been at risk.

Make of Vehicle	Model of Vehicle	Year of Manufacturing	Cubic Capacity	Seating Capacity	Insured's Declared Value (IDV)	Accessories	Date of Registration
LAND ROVER	DISCOVERY	2017	2993	07	Rs. 7020700/-	Rs. _____	10/01/2017
Premium: Rs. 928152/-	R.T.O. Authority		Date of Purchase				
Engine No.:	117100223230306RS		Type of Business:		☒ New ☐ Roll Over ☐ Renewal ☐ Used		
Chassis No.:	SALRA2AV2HAOL13571017						
Additional Risks, if any: 2D, ENG+GEARBOX, CON, KEY, RPT, LOPB							
Special Conditions: (Details of hypothecation/hire purchase/lease) YES BANK LTD Type of Body:							
Vehicle Usage:	Vehicle Driven By:		Area Of Operation:				

Your policy will be dispatched at the below mentioned address. If the below address is incorrect or incomplete please call us at the call centre number mentioned below or email us at customersupport@icicilombard.com. Your correct and complete address will help us to reach you faster.
(Use Block Letters)

Form 52 (India) (See Rule 142 (I) of Central Motor Vehicle Rules 1989)

1. Registration mark and number and description of the vehicle insured	
2. Name : CORRESPONDENCE ADDRESS (Where the Vehicle is Normally Kept) PERMANENT ADDRESS / GST REGISTERED ADDRESS	
MODI PROPERTIES PRIVATE LIMITED	
Flat/Building :	5-41/187/344 SOHAM MANSON
Street/Road/Sector :	21P/1000R MID-ROAD
Area/Village/Taluka :	
Landmark :	
City :	SECUNDERABAD PIN: 500003
State :	TELANGANA
Mobile No.:	9849349373 Telephone: Email: Sohammodi@modiproperties.com
3. GSTIN (If customer is registered for GST):	36ABECM4781A14M Address Number: S. PAN Number: AABCM4781A
6. Effective date and time of commencement of insurance for the purpose of the Act	Time: 04:00 AM/PM Date: 31/08/2018
7. Date of expiry of insurance	Midnight on: 31/08/2019 Vehicle Sub-class: Policy Class:
8. Compulsory Personal Accident Cover for owner driver	
☒ Do You have a Valid Driving License: ☐ YES ☐ NO ☐ Are you the owner of Multiple Vehicles: ☐ YES ☐ NO ☐ Do you have Personal Accident Cover under any other Motor Policy YES/NO (Note: Where the owner-driver owns more than one vehicle, compulsory PA cover can be granted for only one vehicle owned by Insured.)	
Name of the Insured & Age: Relationship: Name of Approver (if owner is minor): Relationship to the insured:	
Persons or classes of persons entitled to drive Any person including Insured: Provided that a person driving holds an effective driving licence at the time of the accident and is not disqualified from holding or obtaining such a licence. Provided also that the person holding an effective learners licence may also drive the vehicle and such a person satisfies the requirements of Rule 3 of the Central Motor Vehicle Rules 1989.	
10. Any Limitations as to use of the Motor Vehicle Please refer to the reverse side for limitations.	

This cover note is valid for a period of sixty days from the date of issue.

Date of issue: _____

I/We hereby certify that this Cover Note is issued in accordance with the provisions of chapter XI of the Motor Vehicles Act, 1988

*Applicable before 2PM and not applicable on Sundays and national holidays.
**Subject to maximum upto 6000km, post such repairs.

N.B.: THIS COVER NOTE IS NOT VALID TO CONSIDERATION BEING RECEIVED IN CASH.
In the event of dishonour of cheque, insurance cover provided under this document automatically stands Cancelled from inception irrespective of whether a separate communication is sent or not.

Authorised Signatory

Registered Office: ICICI Lombard House, 414, Veer Savarkar Marg, Near Siddhi Vinayak Temple, Prabhadevi, Mumbai - 400 025.
Mailing Address: ICICI Lombard General Insurance Company Limited, 4th Floor, Interface 11, Office No. 401 & 402, New Linking Road, Malad (W) Mumbai 400 064.

CALL OUR TOLL FREE NUMBER 1800 2666

OR
SMS "CLAIM" TO 575758 TO
RECEIVE A CALL FROM OUR EXECUTIVE

You can also email us at customersupport@icicilombard.com or make a claim by giving immediate notice in writing to the company.

Cheque Date: _____ Amt.: _____ Cheque No.: _____ Bank Name: _____ Deposit Slip No.: _____



Issue Date

GST No: 36AAKCS5353H1Z3

Reference No:

Customer Details	
Buyer Name:	M/S MODI PROPERTIES PVT. LTD.
Surname:	
Buyer Company Name:	
Address:	5-4-181384, Soham mansion.
Building/ Locality:	2nd Floor, Main Road
Street:	Secunderabad
Ward/ Village:	
Taluka (if any):	
City:	Hyderabad
Pin:	500003
Contact Details of End User:	
Name:	MR. SOHAM MODI
Phone (Mobile)*:	
Phone (Office):	9849349373
Phone (Resi):	
Fax No:	
Email Id:	soham@modiproperties.com

Documents Received	
For Company/ HUF Registration	For Individual Registration
1 PAN No	☒ PAN No
2 Address Proof	☒ Address Proof
3 Form 20	☐ Form 16
4 Income Proof	☐ IT Returns
5 Bank Statement	☐ Bank Statement
Vehicle Status	
From Current Stock	☐
From Future Stock	☐
Expected Availability By	

Order Details	
Subject	Status Date 1
Date (DD/MM/YYYY)	
1 Ex Showroom Price	75,01,564/-
2 Insurance	2,29,391/-
3 Registration Charges including Road Tax	11,48,292/-
4 Temporary Insurance	
5 Temporary registration	
6 Accessory	
7 Extended Warranty	1,35,000/-
8 Maintenance Pack	
9 Logistics Charges	50,000/-
10 Total	
11 Other	75,016/-
12 Used Car Purchase Offer	
13 Net Transaction Value	91,39,243/-

Other Requirements (If Any)	
Remark	
Buyer Signature	
Date	

Tentative Delivery Date	

Signature	
Soham	

Sales Consultant

Head of Sales

Signature	

Signature	

Buyer Signature

For Modi Properties Pvt. Ltd.

Managing Director

Pride Motors

Sree Krishna Automotives Hyd. Pvt. Ltd.

Odyssey Mall, Plot No. 461, Rd. No. 36, Jubilee Hills, Hyderabad - 500 033

Tel: +91 40 23606148/58 Fax: 91 23606178

To,
M/s. Pride Motors,
Sree Krishna Automotives Hyd. Pvt. Ltd.,
Road No. 36, Jubilee Hills,
Hyderabad – 500 033.

Date: 21.08.2018

Sub.: Confirmation of terms of purchase of Land Rover Discovery – HSE V6 SYC – petrol – 3.0 ltr – 2017.

Ref.: Your quote by email dated 16.08.2018, Ref. No. Qpride/1718/8/015.

Sir,

I hereby confirm purchase of the above referred car on the following terms and conditions:

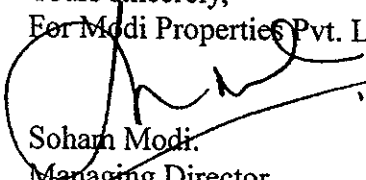
1. Quoted price Ex-showroom (77.05 lakhs + life tax 11.94 lakhs + insurance 2.35 lakhs + handling charges 0.50 lakhs – total 91.85 lakhs).
2. After all discounts on road price including all the above items shall be Rs. 90 lakhs.
3. 50% concession on service charges for the next 5 regular services at every 13,000 kms usage to be given. This is subject to the terms and conditions of the JLR service agreement. This concession is provided by the JLR to the workshop.
4. TCS @ 1% i.e., about Rs. 75,000/- to be paid extra.
5. Extended warranty (optional) for 4th & 5th year to be paid extra @ Rs. 1.35 lakhs.
6. We shall be free to avail finance for the vehicle from a financier of our choice.
7. Delivery within 2 weeks.
8. Balance payment to be made at time of delivery.
9. In case of non-eligibility of reasonable cost loan the advance paid shall be refunded and booking cancelled.

Please find enclosed a cheque of Rs. 5 lakhs towards advance payment (cheque no. 488902 dated 17th August, 2018, drawn on YES Bank).

Please sign a copy of this letter as your confirmation of accepting the above.

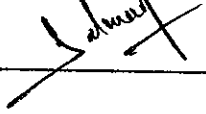
Thank You.

Yours sincerely,
For Modi Properties Pvt. Ltd.,


Soham Modi,
Managing Director.

For Modi Properties Pvt. Ltd.
Managing Director

Confirmed & Accepted

Signature: 

Name: Md. Salman, Pride Motors

Date: 21/8/18

Dear Salman ,

Pls find this customer Ledger Statement

DC NO :JLR/1819/NB-109

DC DT: 28/08/2018

Finance YES BANK

MODI PROPERTIES PRIVATE LIMITED

MR. SOHAM SATISH MODI

INV NO : PRIDE/0G/1819/111

INV DATE : 31.08.2018

SC NAME : SALMAN

Particulars			Amounts	Discounts	Net Amount
Ex-Showroom Price			8,190,305.00	800,000.00	7,390,305.00
Life Tax				-	1,037,785.00
Insurance				-	226,152.00
Logistics Charges			434,856.00	208,704.00	50,000.00
TCS CHARGES				-	-
HSRP				-	73,903.05
Fast Tag Payment				-	619.00
ACCORIES				-	-
Extended Warranty				-	101,775.00
RTA Difference amt				-	134,185.00
Total Receivable				-	112,000.00
Less:					9,126,724
Date	Rt No		Cheque No	Date	
18.08.2018	B1819-1143	Discovery	488902	18.08.2018	500,000.00
28.08.2018	B1819-1205	Discovery	YESBR520180827574942	28.08.2018	6,461,375.00
31.08.2018	B1819-1256	Discovery	YESBR520180831575791	31.08.2018	2,173,625.00
Amount Payable			Total Received		9,135,000.00
					8,276

SALRA2AV2HA041352

17100223230306PS

Tax Invoice

ORIGINAL For Recipient

Customer Details (Bill To)				Ship To				ORIGINAL For Recipient					
MODI PROPERTIES PRIVATE LIMITED SOHAM SATISH MODI 5-4-18/3&4, SOHAM MANSION 2ND FLOOR, M G ROAD, SECUNDERABAD SECUNDERABAD TG State Code:36 India Customer PAN No: AABCM4761E Phone No (Res,Off,Mob): 9849349373 Customer GSTIN: 36AABCM4761E1ZM Place of Supply:								Vehicle Details Invoice No : S1819SKH2-02943 Invoice Date :25/09/2018 Model : 3.0 V6 S/C Petrol HSE Chassis No : SALRA2AV2HA041352 Insurance Co : Others Kms. : 1175 Vehicle Regn. No : TS09BVTR8906 Job Card No. : JC-KriShn-HP1-1819-01605 Job Card Date : 22/09/2018 Service Request Type : General Repairs Payment Method: CASH Summary : Dealer GSTIN:36AAKCS5353H1Z3					
Sr. No.	Part No/ Job Code	Description of Goods/ Services	Type	UoM/ UQC	HSN	Qty	Rate/ Price	Ins Cov Amt/Item	Ins Cov%/Item	Discount/ Item	Discount %/Item	Taxable Amount	Total Amount (incl. tax)
1	28LR117067	MODULE - TRANSFER SHIFT CONTROL	Warranty	Each	8537.10.00	1	42,993.60	0.00		0.00		0.00	0.00
CGST@ 9 % Rs.0.00				SGST@ 9 % Rs. 0.00									

Parts taxable Amount	0.00	Total Taxable Amount	0.00
Telangana CGST@ 9% 0.00		Total Tax Amount	0.00
Telangana SGST@ 9% 0.00			
Total Parts Amount	0.00	Gross Amount	0.00
		Adjustments	0.00
		Grand Total	0.00
Rupees Zero Only.			

Terms and Conditions :

- Goods once sold will not be taken back or exchanged except as required by law.
- Only the courts of HYDERABAD shall have jurisdiction in any proceedings relating to this contract.
- Unless otherwise stated, tax on this invoice is not payable under reverse charge.
- Vehicle / Goods received in good condition and to our satisfaction.

E. & O. E.

LIMITED

For SREE KRISHNA AUTOMOTIVES HYDERABAD PRIVATE

Customer's Signature
Prepared By : BASAPPA HOTAGI

Authorized Signatory
Date : 25/09/2018

Tax Invoice

ORIGINAL For Recipient

Customer Details	Ship To	Vehicle Details
MODI PROPERTIES PRIVATE LIMITED SOHAM SATISH MODI 5-4-18/3&4, SOHAM MANSION 2ND FLOOR, M G ROAD, SECUNDERABAD SECUNDERABAD TG - State Code: 36 India Phone No (Off,Fax): Customer Pan Number: AABCM4761E Customer GSTIN Number/UIN: 36AABCM4761E1ZM Place of Supply:		Invoice No : S1819SKH2-02944 Invoice Date : 25/09/2018 Job Card No. : JC-KriShn-HP1-1819-01605 Job Card Date : 22/09/2018 Service Request Type : General Repairs Customer P.O. No - Date : Model Name : 3.0 V6 S/C Petrol HSE Chassis No : SALRA2AV2HA041352 Insurance Co: Others Kms. : 1175 Vehicle Regn. No : TS09BVTR8906 Payment Method : CASH Summary : Dealer GSTIN: 36AAKCS5353H1Z3

Sr.No	Part No/ Job Code	Particulars	Type	UoM /UQC	HSN /SAC	Quantity	Rate/ Price	Ins Cov Amt/Item	Ins Cov% /Item	Discount /Item	Discount%	Taxable Amount
	44.15.03.	SWITCH - GEARSHIFT LEVER POSITION - RENEW	Warranty	Each	998714	1	1,760.00	0.00		0		0.00

Labour Taxable Amount	0.00	Total Taxable Amount:	0.00
		Total Tax Amount:	0.00
Total Labor Amount	0.00		
		Gross Total:	0.00
		Adjustment :	0.00
Rupees Zero Only.		Grand Total :	0.00

Terms and Conditions:

- 1) Unless otherwise stated, tax on this invoice is not payable under reverse charge.
- 2) All disputes subject to HYDERABAD jurisdiction only.

E. & O.E.

Customer's Signature
Prepared by : BASAPPAHOTAGI

For SREE KRISHNA AUTOMOTIVES



CERTIFICATE OF INSURANCE CUM POLICY SCHEDULE

Private Car Package Policy

Product Code: 3001 UIN: IRDAN115P0017V01200102

Insured Name :	MODI PROPERTIES PRIVATE LIMITED	Policy No :	3001/154781809/00/000
Address :	5-4-187/3/4 SOHAM MANSION 2ND FLR, M G ROAD, SECUNDRABAD, TELANGANA 500003	Tenure :	1
Telephone No :	Mobile No: 9849349373	Period of Insurance :	Aug 31, 2018 16:00 to Midnight of Aug 30, 2019
Email Address :		E-Policy No :	
Nominee Name :	Named Passenger's Nominee:	Policy Issued On :	Sep 08, 2018
Relationship :		Covernote No :	PAB13925253
Age :		RTO Location :	TELANGANA-HYDERABAD
GSTIN Number (Customer) :	36AABCM4761E1ZM	Hypothecated To :	YES BANK LIMITED
Servicing Branch Name :	Hyderabad	Invoice Number :	100918135780
		Servicing Branch Address :	D. No 6-3-352 1, Second and Third Osman Plaza Road No 1, Hyderabad Telangana 500034

Registration No.	Make	Model	Type of Body	CC	Mfg Yr	Seating Capacity	Chassis No.	Engine No.
NEW	Land Rover	DISCOVERY 4 3.0L TDV6 HSE	SUV	2993	2017	7	SALRA2AV2HA0413521017	17100223230306PS
Vehicle IDV (₹)	Trailer (₹)	Non Electrical Accessories (₹)	Electrical / Electronic Accessories (₹)	CNG / LPG Unit (₹)		Total IDV (₹)		
7020790	0	0	0	0		7020790		

Premium Details

OWN DAMAGE(A)	(₹)	LIABILITY(B)	(₹)
Basic OD Premium	102668	Basic Third Party Liability	7890
Zero Depreciation (ZD)	40721	Total	7890
Consumables	10531	Add:	
Return to Invoice	17552	Legal Liability to Paid Driver	50
Engine Protect Plus	10531	Unnamed PA Cover for 7 Persons of ₹ 200000 each	700
Key Protect of ₹ 50000	499	Sub-Total	750
Loss of Personal Belongings PLAN A of ₹ 50000	500		
Sub Total	183002	Total Liability Premium(B)	8640
Total Own Damage Premium(A)	183002	Total Package Premium(A+B):	191642
		CGST	% 9
		₹	17247.78
		SGST	% 9
		₹	17247.78
		Total Tax Payable in ₹	34496
		Total Premium Payable In ₹	226138

Unique Identification Number (UIN) Details

Zero Depreciation	Return to Invoice
IRDAN115A0020V01200910	IRDAN115A0017V01200910
Geographical Area: India	Applicable IMT Clauses: 16, 28, 22, 7
Compulsory Deductible: ₹ 2000	Voluntary Deductible: ₹ 0

Features of Add-on Covers:

- Return to Invoice Coverage: Sum Insured under this add-on, determined as the difference between the Insured's Declared Value (IDV) and the total actual expenses incurred towards acquisition of a new vehicle of same make and model, as specified in the on-road price listed by the manufacturer/dealer upon the occurrence of Total Loss including Theft/ Constructive Total Loss as defined in the Policy
- Zero Depreciation Coverage: Zero Depreciation covers only the depreciation on the replaced parts. Consumables and HydroStatic Lock are not covered under Zero Depreciation unless opted as separate add-on.

Premium Collection No.	1081878810	Premium Amount	₹ 226138	Receipt Date	31/08/2018
GSTIN Reg.No	36AAACI7904G1ZO	HSN/SAC code	00440005 / GENERAL INSURANCE SERVICES		

Limits of Liability: (a) Under Section II-I(i) of the policy: Death of or bodily injury - Such amount as is necessary to meet the requirements of the Motor Vehicles Act 1988. (b) Under Section II-I(ii) of the policy: Damage to Third Party Property ₹ 750000/-; PA Cover for Owner-Driver under Section III: CSI ₹ 0/-. **Limitations as to Use:** The Policy covers use of the vehicle for any purpose other than: Hire or Reward, Carriage of goods (other than samples of personal luggage), Organised racing, Pace Making, Reliability trials or Speed testing, any purpose in Connection with Motor Trade. **Driver's Clause:** Any person including the insured: Provided that a person driving holds an effective driving license at the time of the accident and is not disqualified from holding or obtaining such a license. Provided also that the person holding an effective learner's license may also drive the vehicle and that such a person satisfies the requirements of Rule 3 of the Central Motor Vehicles Rules, 1989. **Important Notice:** The insured is not indemnified if the vehicle is used or driven otherwise than in accordance with this schedule. Any payment made by the Company by reason of wider terms appearing in the Certificate in order to comply with the Motor Vehicle Act, 1988 is recoverable from the insured. See the clause headed "AVOIDANCE OF CERTAIN TERMS AND RIGHT OF RECOVERY". For Legal interpretation, English version will hold good. **Disclaimer:** Please visit www.icicilombard.com for the policy wordings, for complete details on terms and conditions governing the coverage and NCB. This document is to be read with the policy wordings. The policy is valid subject to realization of cheque. We accept premium only via legally recognized modes. In case of dishonour of premium cheque, the company shall not be liable under the policy and the policy shall be void ab-initio. In case of any discrepancy with respect to the policy, please revert within 15 days from the policy start date. This policy is underwritten on the basis of the information provided by you and as detailed in the Risk Assumption Letter shared with you along with the policy. On renewal, the benefits provided under the policy and/or terms and conditions of the policy including premium rate may be subject to change. **Grievance Redressal:** For resolution of any query or grievance you may contact us on our toll free no. 1800 2666, or visit any of our branch offices. You



Sales Order Details

Issue Date

GST No: 36AAKCS5353H1Z3

Reference No: _____

Customer Details	
Buyer Name:	MR. MODI PROPERTIES PVT. LTD.
Surname:	
Buyer Company Name:	
Address:	5-4-181384, Soham Mansion.
Building/ Locality:	2nd Floor, Main Road
Street:	Secunderabad
Ward/ Village:	
Taluka (if any):	
City:	Hyderabad
Pin:	500008
Contact Details of End User:	
Name:	MR. SOHAM MODI
Phone (Mobile)*:	
Phone (Office):	9849349373
Phone (Resi):	
Fax No:	
Email Id:	soham@modiproperties.com

Communication Address	
Address:	
Building/ Locality:	
Street:	
Ward/ Village:	
Taluka (if any):	
City:	
Pin:	
Sales Consultant Details	
Name:	MOHAMMED SALMAN
Contact No:	8367781020
Email:	Salman@pride-motors.com
Contact Details of Contact Person (if different from End User)	
Name:	
Phone (Mobile)*:	
Phone (Office):	
Phone (Resi):	
Fax No:	
Email Id:	

Documents Received	
For Company/ HUF Registration	For Individual Registration
1 PAN No	☒ PAN No
2 Address Proof	☒ Address Proof
3 Form 20	☐ Form 16
4 Income Proof	☐ IT Returns
5 Bank Statement	☐ Bank Statement
Vehicle Status	
From Current Stock	☐
From Future Stock	☐
Expected Availability By	

Vehicle of Interest			
Make:	Land Rover	Model Year	2017
Model:	Discovery	Colourways	Full WHITE
Variant:	HSE	Seat Colour	
Exterior Colour:		Carpet Color	
Interior Trim Finisher		Manufacturing Month & Year	2017
Trim Material			
Accessories Selected	Accessory Cost	Cost options	Option Cost
1		1	
2		2	
3		3	
4		4	

Order Details	
Subject	Status Date 1
Date (DD/MM/YYYY)	
1 Ex Showroom Price	75,01,564/-
2 Insurance	2,12,937/-
3 Registration Charges including Road Tax	11,48,292/-
4 Temporary Insurance	
5 Temporary registration	
6 Accessory	
7 Extended Warranty	1,35,000/-
8 Maintenance Pack	
9 Logistics Charges	50,000/-
10 Total	
11 Other	75,016/-
12 Used Car Purchase Offer	
13 Net Transaction Value	96,39,243/-

Retail Finance Details	
To be arranged by	
Financier Name	
Leasing Company	
Funding/ Loan Value	
Tenure in Months	
EMI Value	
Bullet EMI (Annual EMI)	
Balloon Payment (Final EMI)	
Advance EMI	
Down Payment	
Payment Receipt Date/No.	Amount

Other Requirements (if Any)	
Remark	
Buyer Signature	
Date	

Tentative Delivery Date	

Signature

Sales Consultant

Head of Sales

Buyer Signature

For Modi Properties Pvt. Ltd.

Managing Director

Pride Motors

Sree Krishna Automotives Hyd. Pvt. Ltd.

Odyssey Mall, Plot No. 461, Rd. No. 36, Jubilee Hills, Hyderabad - 500 033

Tel : +91 40 23606148/58 Fax : 91 23606178



Sales Order Form - Annexure 1

Terms and Conditions

1	Prices: Prices mentioned above are indicative. Prices prevailing at the time of delivery will be applicable
2	Other Charges: Accessories, insurance, transportation, registration, taxes, octroi, other levies, service charges etc will be charged extra as applicable.
3	Specifications as per attachment annexure I B: It may be noted in view of continuous ongoing improvement & Development, specifications are subject to change without prior notice.
4	Payment terms: Payment will be accepted by Demand Draft/ Pay Order or Cheque favouring "SREE KRISHNA AUTOMOTIVES HYD PVT LTD." payable at Hyderabad
5	Advance payment towards the booking of the car would be Rs 5 Lakhs for cars upto a value of Rs 70 Lakhs and Rs 10 Lakhs for cars above the value of Rs 70 Lakhs (Ex- showroom price) at the time of order booking.
6	Booking amount if cancelled will attract GST taxation subject to GST applicable law.
7	Delivery: Delivery of the vehicle is subject to vehicle availability in stock at the time of order booking.
8	Cancellation Clause: The advance paid towards booking of order/s will be non refundable subject to following criteria:
	a) Increase the prices applicable at the time of delivery in India remain unchanged or are lower than the above quoted ex-showroom price, no refund of booking amount will be permissible.
	b) Increase the prices applicable at the time of delivery in India are changed upwards by upto 5% of the above quoted ex-showroom price, 5% of the ex-showroom price mentioned above will be retained and the balance refunded to the customer
	c) Increase the prices applicable at the time of delivery in India are changed more than 5% of the above quoted ex-showroom price, 1% of the ex-showroom price mentioned above will be retained and the balance refunded to the customer
9	The order cannot be cancelled once the car has been invoiced
10	Subject to Hyderabad Jurisdiction
11	The Company shall not be liable for any delay in delivery of vehicles or accessories / optional equipment due to delay on account of production, shipment, strike, riot, civil commotion, accident, machinery breakdown, government policies, acts of God and nature, and all events beyond the control of the Company
12	The Company will not be liable to pay any compensation/ Interest towards the advance/ full payment received towards booking of the car due to delay in delivery of the ordered/ booked vehicle.
13	Availment of carvat credit will not be permissible against purchase of vehicles quoted above.
14	Duly filled and signed sales order along with a copy of pan card, address proof of the address (where registration is required) is mandatory at the time of order booking.
15	Acceptance of advance / deposit by the Company is merely an indication of an intention to sell and does not result into a contract of sale.
16	Full payment towards the booked vehicle, in stock with the Company, should be made within 7 days from the date of this Sales Order or From the date of notice of the Vehicle Arrival, failing which the Company reserves the rights to de allot the booked vehicle.
17	For outstation sales / customers, unless, otherwise explicitly agreed with the Company, Registration & Insurance, will be undertaken by the Customer.
18	Outstation customers needing services from the Company such as Transportation, Deputation of a person at the time of delivery would be charged extra
19	JLR recommends service to always be conducted at authorised dealer work shop premises. However in exceptional cases, if deemed appropriate by the dealer, an offsite repair service can be carried out keeping in mind the following terms and conditions solely between the customer and dealer. Charges related to Vehicle Servicing in the case of outstation Servicing i.e Servicing outside our territory of Hyderabad, where it is required to send technicians from Hyderabad for performing on site scheduled services, repair or inspection services falling within warranty or outside warranty, the customer would be required to bear all incidental charges related to such services including technician's to and fro economy class air fare from Hyderabad boarding and lodging expenses as well as other expenses related to vehicle towing or renting of equipment/space etc which may be required to undertake above services on the car. This will be over and above service/repair charges related to labour and parts required for the rendering scheduled services or repair related jobs on the vehicle.
20	Disclaimer: Navigation maps (where applicable) are provided by MapmyIndia. In case you experience any inaccuracies the mapmyindia team would be able to assist you on contact@mapmyindia.com . The usage and consequences arising out of such usage namely accidents, breach of any local laws or traffic rules, own or third party damages shall be solely to the account of the owner of the vehicle.

E&O.E.

I have read the above and accept the terms and conditions.

CC: Dealership Service Manager

Registered Office
PRIDE MOTORS
SREE KRISHNA AUTOMOTIVES HYD PVT LTD
Plot no.461, Road no.36, Jubilee Hills
Hyderabad- 500033

Customer's Signature

PRIDE MOTORS
SREE KRISHNA AUTOMOTIVES HYD PVT LTD
Plot no.461, Road no.36, Jubilee Hills
Hyderabad- 500033

For Modi Properties Pvt. Ltd.

Pride Motors
Sree Krishna Automotives Hyd. Pvt. Ltd.
Odyssey Mall, Plot No. 461, Rd. No. 36, Jubilee Hills, Hyderabad - 500 033
Tel: +91 40 23606148/58 Fax: 91 23606178

Managing Director

To,
M/s. Pride Motors,
Sree Krishna Automotives Hyd. Pvt. Ltd.,
Road No. 36, Jubilee Hills,
Hyderabad – 500 033.

Date: 21.08.2018

Sub.: Confirmation of terms of purchase of Land Rover Discovery – HSE V6 SYC – petrol – 3.0 ltr – 2017.

Ref.: Your quote by email dated 16.08.2018, Ref. No. Qpride/1718/8/015.

Sir,

I hereby confirm purchase of the above referred car on the following terms and conditions:

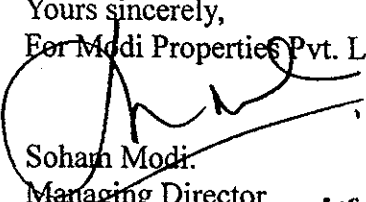
1. Quoted price Ex-showroom (77.05 lakhs + life tax 11.94 lakhs + insurance 2.35 lakhs + handling charges 0.50 lakhs – total 91.85 lakhs).
2. After all discounts on road price including all the above items shall be Rs. 90 lakhs.
3. 50% concession on service charges for the next 5 regular services at every 13,000 kms usage to be given. This is subject to the terms and conditions of the JLR service agreement. This concession is provided by the JLR to the workshop.
4. TCS @ 1% i.e., about Rs. 75,000/- to be paid extra.
5. Extended warranty (optional) for 4th & 5th year to be paid extra @ Rs. 1.35 lakhs.
6. We shall be free to avail finance for the vehicle from a financier of our choice.
7. Delivery within 2 weeks.
8. Balance payment to be made at time of delivery.
9. In case of non-eligibility of reasonable cost loan the advance paid shall be refunded and booking cancelled.

Please find enclosed a cheque of Rs. 5 lakhs towards advance payment (cheque no. 488902 dated 17th August, 2018, drawn on YES Bank).

Please sign a copy of this letter as your confirmation of accepting the above.

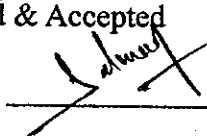
Thank You.

Yours sincerely,
For Modi Properties Pvt. Ltd.,


Soham Modi.
Managing Director.

For Modi Properties Pvt. Ltd.
Managing Director

Confirmed & Accepted

Signature: 

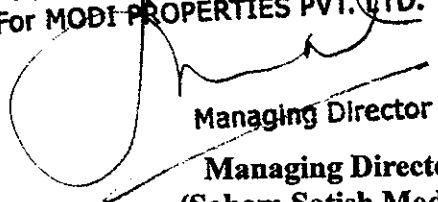
Name: Md. Salman, Pride Motors

Date: 21/8/18

List of Share Holders as on 31st March 2018.

Sl.No.	Name of Share Holders	Address	No of Shares held	Share %
1	Soham Satish Modi	Plot No.280, Road No.25, Jublee Hills, Hyderabad, TG – 500 034.	9020	97.83%
2	Tejal Modi	Plot No.280, Road No.25, Jublee Hills, Hyderabad, TG – 500 034.	200	2.17
		Total Share Holding	9220	100%

Modi Properties Private Limited
For MODI PROPERTIES PVT. LTD.


Managing Director

Managing Director
(Soham Satish Modi)

Date

To,
The Manager
YES BANK Ltd,

Dear Sir

Subject: Debit Authorisation for deduction of EMI towards loan sanctioned to us.

I/We have been sanctioned a loan of Rs. 6500,000 from YES BANK Limited us vide your offer letter dated _____.

In respect of the above loan, I/We hereby irrevocably authorise you to debit an amount upto Rs. _____ (Rupees _____ Only) every month from my account no. 009163700001633 towards the EMI for the _____ facility sanctioned to us.

I understand and acknowledge that the Bank shall have the right to set-off the available balance in my above account for recovery of the outstanding amounts and/or charges in my loan account, without any prior intimation to me.

I/We am/are aware that on the faith of this undertaking you have agreed to provide the said loan to me/us.

Thanking you,

Yours truly
For MODI PROPERTIES PVT. LTD.

Signature

Director

Name of the Borrower(s):

FOR MODI PROPERTIES PVT. LTD.

Director

Date

To,
The Manager
YES BANK Ltd,

Dear Sir

Subject: Debit Authorisation for deduction of EMI towards loan sanctioned to us.

I/We have been sanctioned a loan of Rs. 6500,000 from YES BANK Limited us vide your offer letter dated _____.

In respect of the above loan, I/We hereby irrevocably authorise you to debit an amount upto Rs. _____ (Rupees _____ Only) every month from my account no. 009763700001833 towards the EMI for the _____ facility sanctioned to us.

I understand and acknowledge that the Bank shall have the right to set-off the available balance in my above account for recovery of the outstanding amounts and/or charges in my loan account, without any prior intimation to me.

I/We am/are aware that on the faith of this undertaking you have agreed to provide the said loan to me/us.

Thanking you,

Yours truly,
For MODI PROPERTIES PVT. LTD.

Signature

Director

Name of the Borrower(s):

For MODI PROPERTIES PVT. LTD.

Director

Date

To,
The Manager
YES BANK Ltd,

Dear Sir

Subject: Debit Authorisation for repayment of my AUTO loan outstanding with YES Bank (Loan Account no. _____)

I/We have been sanctioned a loan of Rs. 65,00,000 from YES BANK Limited us vide your offer letter dated _____ ("Facility").

In respect of the above loan, I/We hereby irrevocably authorise you to debit an amount upto Rs. 65,00,000 (Rupees Sixty Five lakh Rupees only Only) from my account no. 009263700001633 maintained with YES Bank towards the payment of loan outstanding (including but not limited to principal, interest, charges dues not paid) for the above mentioned Facility as and when required by the Bank in the event of default in repayment of the loan or on occurrence of any other 'event of default' as may be specified by the Bank or any other circumstances as the Bank may deem fit.

Director

For MODI PROPERTIES PVT. LTD.

This debit authorization letter shall be deemed to be an instruction from me/us for the purpose of S.25 of the Payment and Settlement Systems Act.

Thanking you,

Yours truly,
For MODI PROPERTIES PVT. LTD.

Signature

Director

Name of the Borrower(s):

Annexure 4-A

Undertaking for Insurance policy to be obtained from customer

To
The Manager,
YES Bank Ltd

Hyderabad

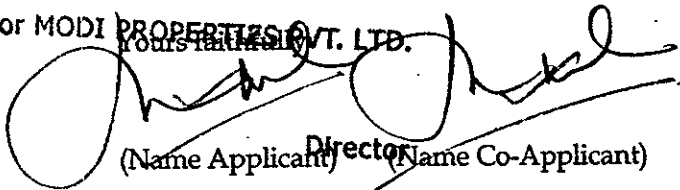
Sub: Submission of insurance policy for bank financed vehicle.

I/We MODI PROPERTIES PRIVATE LIMITED (App/ Co App name) hereby undertake that I/we have taken a Car Loan from YES bank Ltd. with details as below. The insurance of the vehicle would be done by myself/ ourselves and hence I/we hereby take complete liability of getting the comprehensive and valid insurance policy of the said vehicle, hypothecated to YES Bank Ltd and will submit the Insurance Cover Note (ICN) before taking the delivery of vehicle and submit the policy same within stipulated time period as prescribed by YES Bank Ltd. I take full responsibility of repayment of loan in event of non fulfillment of aforesaid clause.

Customer Name : MODI PROPERTIES PRIVATE LIMITED.
LOS/ CAS Number : 969210
Loan Amount : Rs 6500,000
in words (Rs Sixty Five lakh)
Vehicle Make : Landrover
Model Variant : Discovery
Dealer Name : Sree Krishna Automotives Hyd Pvt Ltd

Thanking you

For MODI PROPERTIES PVT. LTD.


(Name Applicant) **Director** (Name Co-Applicant)

← Sign here

For MODI PROPERTIES PVT. LTD.

Director

Form No. _____

DECLARATION FORM
(SIGNATURE / DUAL NAME / VERNACULAR DECLARATION)

YES BANK

(To be filled by applicant only)

Date: 21/08/2018

To,
Manager,
YES BANK Ltd.,

Begumpet Branch

Dear Sir/Madam,

Please consider the below-mentioned declaration(s) on my behalf.

Please tick the declaration as applicable:

☐ Signature Declaration ☐ Dual Name Declaration ☐ Vernacular Declaration

I Mr./ Mrs./ Ms. SOHAM SATISH MODI S/o / D/o / W/o SATISH MANILAL MODI
resident of Plot NO-280 Road NO-25 Near peddamma temple Jubilee hills
aged about _____ years do hereby solemnly affirm and declare as under: Hyderabad 500036

SIGNATURE DECLARATION

1. That my name is _____
2. That I have the following Bank accounts with your Bank:
a) _____
b) _____
3. That I want to have only one signature for the account as follows: _____
4. That for the purpose of account operation, apart from the aforesaid signature, I would not sign in any other manner.
a) That I hereby instruct the Bank to accept and honor all instruments/instructions issued/given by me bearing the above mentioned signature.
b) That I hereby agree and undertake to hold the YES BANK and its officers and Directors harmless and indemnified for any loss, damage, costs and charges incurred or suffered by the Bank and against any claims, suits, proceedings and actions instituted against the Bank due to acceptance of my request to honor instruments and instructions bearing the above mentioned signature.

DUAL NAME DECLARATION

1. That my name is _____
2. That I wish to open an account with YES BANK Ltd.
3. That the correct spelling of my name is as above and that the document provided for account opening purposes, has miss-spelt my name. The document, however, belongs to me.

OR

4. My full name when expanded reads as _____
a) That I hereby instruct the Bank to accept the documents provided by me for the purpose of account opening, bearing any of the above mentioned names.
b) That I hereby agree and undertake to hold the YES BANK and its officers and Directors harmless for any loss or damage caused to it due to acceptance of my above request.

Applicable for Married Women:

That before marriage my name was _____

VERNACULAR DECLARATION

The details of the Account Opening Form have been read over and explained to me in _____
(the language in which the signatory is signing) and I have understood the contents thereof. I also agree to and accept the terms which too have been explained to me by _____
in _____

Sincerely,

Place: Hyderabad

Date: 21/08/2018

For YES BANK Use only:

BBL/BSDL Name : _____

BBL/BSDL Cust ID : _____

BBL/BSDL Signature: _____

Under taking, for book and wait to be obtained from customer

To
The Manager,
YES Bank Ltd

Hyderabad

Sub: Under taking for Loan servicing.

This is to inform you that I have availed a car loan from YES bank Ltd with details as under, I wish to inform that the vehicle that I have purchased (as per details below) is under waiting / pending for allocation. I hereby confirm that

- I will arrange to pay the complete margin money as soon as vehicle is available for delivery.
- I will service the EMI for the loan availed by me for any such period.
- Any incremental change in price of vehicle will be adjusted by me and no change in loan amount would be sought for.
- I will pay back any additional amount in case of price of vehicle reduces at the time of delivery
- I will complete the loan closure formality and bear all closure charges in case of cancellation loan before delivery.

Customer Name : MODI PROPERTIES PRIVATE LIMITED

Address : 5-4-187/384 SOHAM MANSION 2ND FLOOR
MG ROAD SECUNDERABAD 500003

LOS/ CAS Number : 969210

Loan Amount :Rs 6500,000 (in words

Rs Sixty Five lakh Rupees only)

Vehicle Make : Land Rover

Model Variant (model / sub model) : Discovery

MMR Calculation	
Ex Showroom Price (Net of Discount)	
Less: Loan Amt. (excluding advance emi, processing fees & stamp duty)	6500,000
Less: Margin Money Paid	
Margin Money to be paid before delivery	

Thanking you
For **MODI PROPERTIES PVT. LTD.**
Yours faithfully

← Sign here

(Customer Name **Director**)

For MODI PROPERTIES PVT. LTD.

Director

Form No. _____

DECLARATION FORM
(SIGNATURE / DUAL NAME / VERNACULAR DECLARATION)

YES BANK

(To be filled by applicant only)

Date: 21/08/2018

To,
Manager,
YES BANK Ltd.,
Begumpet Branch

Dear Sir/Madam,

Please consider the below-mentioned declaration(s) on my behalf.

Please tick the declaration as applicable:

☐ Signature Declaration ☐ Dual Name Declaration ☐ Vernacular Declaration

I Mr./ Mrs./ Ms. MODI PROPERTIES PRIVATE LIMITED S/o / D/o / W/o _____
resident of S-4-187/344 SOTIAM MANSION 2nd FLOOR MG ROAD Secunderabad 500003
aged about _____ years do hereby solemnly affirm and declare as under:

SIGNATURE DECLARATION

1. That my name is _____
2. That I have the following Bank accounts with your Bank:
a) FOR MODI PROPERTIES PVT. LTD.
b) _____
3. That I want to have only one signature for the account as follows: _____
4. That for the purpose of account operation, apart from the aforesaid signature, I would not sign in a Director capacity.
a) That I hereby instruct the Bank to accept and honor all instruments/instructions issued/given by me bearing the above mentioned signature.
b) That I hereby agree and undertake to hold the YES BANK and its officers and Directors harmless and indemnified for any loss, damage, costs and charges incurred or suffered by the Bank and against any claims, suits, proceedings and actions instituted against the Bank due to acceptance of my request to honor instruments and instructions bearing the above mentioned signature.

DUAL NAME DECLARATION

1. That my name is _____
 2. That I wish to open an account with YES BANK Ltd.
 3. That the correct spelling of my name is as above and that the document provided for account opening purposes, has miss-spelt my name. The document, however, belongs to me.
- OR
4. My full name when expanded reads as _____
a) That I hereby instruct the Bank to accept the documents provided by me for the purpose of account opening, bearing any of the above mentioned names.
b) That I hereby agree and undertake to hold the YES BANK and its officers and Directors harmless for any loss or damage caused to it due to acceptance of my above request.

Applicable for Married Women:

That before marriage my name was _____

VERNACULAR DECLARATION

The details of the Account Opening Form have been read over and explained to me in _____
(the language in which the signatory is signing) and I have understood the contents thereof. I also agree to and accept the terms which too have been explained to me by _____

Sincerely,

FOR MODI PROPERTIES PVT. LTD.

Director

Place: Hyderabad

Date: 21/08/2018

For YES BANK Use only:

BBL/BSDL Name : _____

BBL/BSDL Cust ID : _____

BBL/BSDL Signature: _____

Date:

--	--	--	--	--	--	--	--

To,
The Branch Manager
YES BANK, _____ Branch

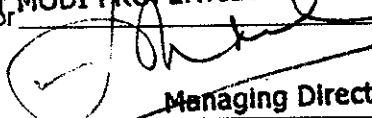
Name of Company MODI PROPERTIES PRIVATE LIMITED

LIST OF DIRECTORS

Sr. No.	Name	Designation	Director Identification Number
1	SOHAM SATISH MODI	DIRECTOR	

- ☐ I/We the undersigned hereby declare that our company is listed in _____ Stock Exchange
☐ I/We the undersigned hereby declare that our company is not listed in any Stock Exchange.

For MODI PROPERTIES PVT. LTD. (Name of Company)


Managing Director

Signature(s)* – Company Secretary OR Managing Director OR TWO Directors

BENEFICIAL OWNER(S) DETAILS – Section A and/or B to be filled in case of unlisted company

Section A

- ☐ I/We the undersigned hereby declare that the following natural person(s) are the Beneficial Owner(s)* in the captioned company (directly or indirectly)

Sr. No.	Name(s)	Date of Birth	Nationality	Designation	Beneficial Ownership Number	Address
1	SOHAM SATISH MODI	18/10/1969	INDIAN	DIRECTOR	ABMPMB254	Hyderabad

For MODI PROPERTIES PVT. LTD.

Director

AND/OR

Section B (To be filled only if the captioned company is having controlling ownership by a Listed Company OR is a Subsidiary of a Listed Company)

☐ I/We the undersigned hereby declare that our company is (Select one of the appropriate option)

- ☐ Having controlling ownership by
☐ Is a Subsidiary of

_____ (Name of Company) which is listed in _____ Stock
Exchange

For **MODI PROPERTIES PVT. LTD.**

For _____ (Name of Company)
Managing Director

Signature(s) – Company Secretary OR Managing Director OR TWO Directors

Refer to the following instructions while filling details in the format above:

- a) For the columns marked with #
 - i. PAN Number to be provided for Resident Individuals. In absence of PAN, valid ID document to be submitted. If minor, then age proof to be provided.
 - ii. Passport Number to be provided for Foreign National / NRI.
- b) For columns marked with * - Designation here shall mean Controlling Owners i.e. Shareholder, Promoter, Controller, etc. If Beneficial Owner is Senior Managing Official then Designation shall mean – MD, CEO, CFO, Whole-time Directors, Company Secretary. Such other officer as prescribed by Company.
- c) Address mentioned should be the Resident or Foreign Individual's.
- d) * - The declaration to be signed by Company Secretary or Managing Director or all Directors, with Company Seal/Stamp.
- e) If the space provided in the format is not sufficient to mention details of all Directors/Beneficial Owners, please use separate declaration (in bank format) and attach it to the Account Opening form.

***Explanation on who is a Beneficial Owner, where client is a Company, as per RBI guidelines:**

A. If client is a company, the Beneficial Owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has a "Controlling Ownership Interest" or who exercises "Control" through other means.

1. "Controlling ownership interest" means ownership of or entitlement to more than 25 percent of shares or capital or profits of the company;
2. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;

B. Where no natural person is identified under "A" above, the beneficial owner is the relevant natural person who holds the position of senior managing official

C. Where client or owner of the controlling interest is a company listed on a stock exchange, or is a subsidiary of such a company, it is not necessary to identify and verify the identity of any shareholder or beneficial owner of such companies

Certified True Copy of the Resolution Passed at the Meeting of the Board of Directors of **M/s. Modi Properties Pvt. Ltd.,** held at its registered office at 5-4-187/3&4, II floor, Soham Mansion, M.G. Road, Secunderabad - 500 003, held on 19/08/2018.

Resolved that the company shall avail as Borrower the following Vehicle Loan facilities as sanctioned or as may be sanctioned from Yes Bank Ltd, Hyderabad along with **M/s. Modi Properties Pvt. Ltd.,** as a Applicant on such further terms and conditions as may be mutually agreed upon from time to time.

Sr. No.	Nature of Facility	Amount (INR)	Security
1.	Vehicle Loan for purchase of LAND ROVER DISCOVERY SPORT	65,00,000/-	Hypothecation of the Vehicle purchased out of the proposed vehicle loan.
	TOTAL	65,00,000/-	

Resolved further that the following any one of the Director is hereby authorized to sign and execute all deeds, documents, security documents and other writings and to do such other thing as may be necessary to avail of the above credit facilities and to provide securities as stated above.

1) SOHAM SATISH MODI

Resolved further that any one of the above is hereby authorized to accept and sign & execute any subsequent amendment / modifications in the terms and conditions.

Resolved further that any one of the above signatories is hereby authorized to accept, sign, execute and also create charge on the assets in favor of the bank.

- 1) Resolved also that **Soham Satish Modi,** Director are hereby authorized to give copy of this resolution certified as true to Yes Bank for their records

CIN NO:- U65993AP1994PTC017795

For **MODI PROPERTIES PVT. LTD.**

"Certified True Copy"

For

Managing Director

Managing Director

To,
M/s. Pride Motors,
Sree Krishna Automotives Hyd. Pvt. Ltd.,
Road No. 36, Jubilee Hills,
Hyderabad – 500 033.

Date: 16.08.2018

Sub.: Confirmation of terms of purchase of Land Rover Discovery – HSE V6 SYC – petrol – 3.0 ltr – 2017.

Ref.: Your quote by email dated 16.08.2018, Ref. No. Qpride/1718/8/015.

Sir,

I hereby confirm purchase of the above referred car on the following terms and conditions:

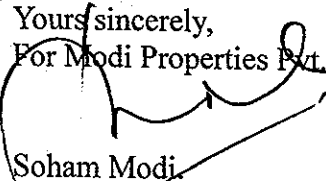
1. Quoted price Ex-showroom (77.05 lakhs + life tax 11.94 lakhs + insurance 2.35 lakhs + handling charges 0.50 lakhs – total 91.85 lakhs).
2. After all discounts on road price including all the above items shall be Rs. 90 lakhs.
3. 50% concession service charges on next 5 regular services at every 13,000 kms usage to be given.
4. TCS @ 1% i.e., about Rs. 75,000/- to be paid extra.
5. Extended warranty (optional) for 4th & 5th year to be paid extra @ Rs. 1.35 lakhs.
6. We shall be free to avail finance for the vehicle from a financier of our choice.
7. Delivery within 2 weeks.
8. Balance payment to be made at time of delivery.
9. In case of non-eligibility of reasonable cost loan the advance paid shall be refunded and booking cancelled.

Please find enclosed a cheque of Rs. 5 lakhs towards advance payment (cheque no. 488902 dated 17th August, 2018, drawn on YES Bank).

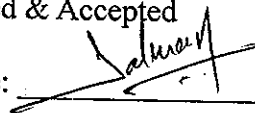
Please sign a copy of this letter as your confirmation of accepting the above.

Thank You.

Yours sincerely,
For Modi Properties Pvt. Ltd.,


Soham Modi,
Managing Director.

Confirmed & Accepted

Signature: 

Name: Md. Salman, Pride Motors

Date: 16/8/18.

FORMAT FOR WITHDRAWAL OF FUNDS FROM RERA ACCOUNT

To

Date: 30.03.2020

Kotak Mahindra Bank Ltd.
6-3-110/9/1, Block -A,
Jewel Pavani Towers,
Somajiguda, Hyderabad 82

Subject: RERA A/c No 1814597458 ("Account")

Dear Sirs,

I, Mr. /Mrs. Soham Modi, promoter of the ongoing Project having RERA Registration No.P02200000482 do hereby state and declare on solemn affirmation as under:

I am furnishing this self- declaration by RERA Authority. Further, I hereby give a self- declaration to the Bank that as required under the aforesaid extant circular that the construction of the Real Estate project was done as per the approved building plans and that the amounts which are sought to be withdrawn are not more than the construction cost and land cost proportionate to the progress of the Real Estate project on a cumulative basis.

I say that 70% amount received from the allottees of the said project is deposited by me in designated separate account. I am entitled to withdraw an amount of Rs.40,01,515/- which is proportionate to the progress in the Real Estate project. Hence I hereby request you to release an amount of Rs. 40,01,515/- (Rupees Forty Lakhs One Thousand Five Hundred and Fifteen Rupees Only) from the RERA Account and transfer to the account as detailed below:

Account Name	Modi Properties Pvt Ltd Escrow Account
Account Number	5912948563
Account Type	Escrow Account
Bank Name	Kotak Mahindra Bank Ltd
Branch	Somajiguda, Hyderabad
IFSC Code	KKBK0000552
Amount	40,01,515

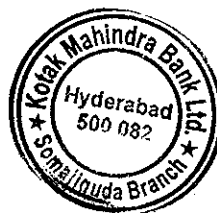
I say that I will submit a quarterly compliance self-declaration for my aggregate withdrawals from my designated separate account No.1814597458 during the quarter January-March (April-June, July-September, October-December, January- March) of the year 2020 confirming that the aggregate withdrawal amount is proportionate to the progress in the Real Estate Project and for the said aggregate amount I have obtained the requisite certificates from the project Architect, Engineer and practicing Chartered Accountant. I undertake to produce these certificates for inspection if required by the Bank / RERA Authority.

Yours truly,

For ~~Modi~~ Properties Pvt. Ltd.
For Promoter

[Signature]
Managing Director

Authorised Signatory



SERVICE PLANS

TERMS & CONDITIONS



These terms and conditions apply to the Service Plans supplied by [Jaguar Land Rover India Limited (JLRIL) having its registered office at 03rd floor, Nanavati Mahalya, 18 Homi Modi Street, Mumbai - 400 001] and offered by the Retailer ([Retailer Name], [Retailer address]) to Land Rover Customers purchasing a new [Range Rover, Range Rover Sport, Range Rover Evoque, Discovery, Discovery Sport] (a Vehicle).

By offering a Service Plan programme to Customers, the Retailer agrees to be bound by the following terms and conditions to qualify for reimbursement of any service costs by [JLRIL] in relation to the Service Plan.

1. The Service Plan includes the Services as applicable for the Plan availed and as mentioned in the Service Schedule ; and it covers the cost of parts, labour and fluids for the following service items: engine oil service, brake fluid (in the second or third year of the Service Plan only), oil filter, air filter, fuel filter, odour and particulate filter, wiper washer fluid , Vehicle Health Check and washing of car ("Inclusions"). The Inclusions are covered from the date of first registration of the Vehicle for the period or mileage stipulated in the Service Plan Registration Form and the Service Plan Schedule.
2. Cover under the Service Plan is only provided:
 - a. to individuals residing in (or corporate bodies registered in) India on the start date, as shown on the Service Plan Registration Form and
 - b. While the Vehicle is in India.
3. The Retailer shall issue the Service Plan Registration Form to the Customer at the point of purchase of the Service Plan, together with the Land Rover Service Plan Customer Terms and Conditions, as proof of purchase. [The Retailer shall register each customer's Service Plan with [JLRIL] on the designated service plan system, [GDN], at the time it is sold].
4. The Service Plan is only available for registration of a Vehicle from [1st Jan] 20[17].
5. The Service Plan is available only in relation to the eligible vehicles as specified in the respective Land Rover Service Plan Customer Terms & Conditions set out in the attached schedule (which may be amended by [JLRIL] on reasonable notice from time to time) and in respect of the following sales types:
 - (a) Retail;
 - (b) Employee;
 - (c) Demonstrator; and
 - (d) Courtesy;

In addition to the above, the Vehicle will not be covered by a Service Plan whilst it is owned by a motor trader or garage or by the proprietor(s) of such a motor trader or garage.

6. The Service Plan will be valid only for the Vehicle specified in the Schedule and shall not be transferable to any other Vehicle. However, the Service Plan may be transferred to any new owner(s) of the Vehicle specified in the Schedule provided the new owner agrees to abide by the Customer terms and conditions of the Schedule Plan specified therein.
7. The Vehicle must be serviced in accordance with the schedule set out in the manufacturer's guidelines on the TOPIx system. The Retailer is entitled to accept a Vehicle for service under the Service Plan when the service indicator light is on. A record of the actual mileage at the time of service shall be recorded as appropriate.

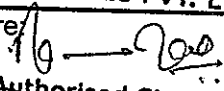
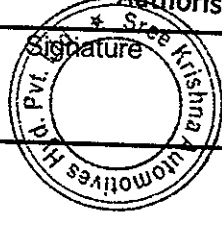
8. Items not specifically mentioned in the Service Plan Terms and Conditions and any items requiring replacement or repair due to excessive wear and tear or misuse are not covered by the Service Plan.
9. Any service claimed must be for the Vehicle described in the customer's Service Plan Registration form. The Vehicle must be serviced in accordance with the manufacturer's guidelines on the TOPIx system and should be carried out by an Authorised Land Rover Repairer within the territory stated on the Service Plan Registration Form. If the customer does not comply with these servicing requirements, the Service Plan may be invalidated.
10. The Retailer must check the Vehicle has an active service plan on [GDN] prior to carrying out a service. If a Vehicle does not have an active Service Plan then in such event, no claims for reimbursement shall be made via [GDN]. If anything is unclear, or if the Retailer has any questions, the NSC may be contacted.
11. The Service Plan is designed to cover vehicles built to the manufacturer's original specification. If the Vehicle is modified with any non-manufacturer supplied parts or any non-approved aftermarket tuning or performance enhancement, Land Rover hereby reserves the right to decline any claim that may occur due to the fitment or failure of a modified part which would otherwise be covered by the Service Plan. Cosmetic modifications are acceptable providing they are to an identical size and specification as Land Rover's equivalent part.
12. The Retailer's obligations to the Customer in relation to their Service Plan, together with these terms and conditions, will expire once the Service Plan period expires or the Service Plan is cancelled.
13. The Service Plan is administered by the Retailer on behalf of **[Jaguar Land Rover India Limited]**. Accordingly, any claims, queries and correspondence should be directed to the Retailer's Jaguar Land Rover Regional Customer Service team.
14. The Retailer undertakes to collect no upfront payment from the Customer at the time of retail sale of the Service Plan. However customer will have to make payment for each instance of service to the Retailer directly. This payment will be 50% of (a) the prevailing retail Service Plan rates and (b) any applicable taxes like VAT/ CST/ Works Contract tax, Service Tax or Goods and Services tax. JLRIL reimbursement for the service plan can be claimed as per the bulletin which will be released separately.
15. The Customer Data for the administration of the Service Plan and JLR associated marketing shall be submitted to Jaguar Land Rover Limited, as parent of **[JLRIL]**. For the purposes of the Data Protection under the provisions of Information Technology Act 2000, the Data Controller in relation to information supplied either by the Retailer or a Customer will be Jaguar Land Rover Limited. The Retailer shall always comply with reasonable security practices for the purpose of preservation of the Data supplied by the Customer. Furthermore, the Retailer shall always obtain a customer's consent at the point of sale of the Service Plan, in a Form prescribed by JLRIL, in order to use, process or share their details with Jaguar Land Rover Limited, its affiliates, suppliers and agents.
16. All Scheduled Services shall be supplied by the Retailer to the eligible customers in accordance with these Terms and Conditions and the Jaguar or Land Rover Customer Terms & Conditions are supplied by the Retailer in the Retailer's own right as agent of **[Jaguar Land Rover India Limited]**. Nothing in these Terms and Conditions:
 - a. in any way derogates from your, or any appointed Retailer or Authorised Repairer's obligations and responsibilities under your Jaguar or Land Rover Retailer Agreement which apply to the supply of the Scheduled Services in addition to these terms and conditions;
 - b. creates a principal and agent relationship between **[Jaguar Land Rover India Limited]** and you and under no circumstances will either party be considered an agent of the other; or
 - c. creates an employer and employee relationship between **[Jaguar Land Rover India Limited]** and you or any of your personnel.
17. The Retailer shall be solely liable for, and will indemnify **[Jaguar Land Rover India Limited]** against, any claim, action, demand, damage, loss, cost or expense which may be incurred or sustained by any third party as a result of the supply by the Retailer to that

third party of a Scheduled Service or otherwise incurred or sustained because of any failure by the Retailer to carry out its obligations under these Terms and Conditions, or contrary to the duty of care to the vehicle user/owner.

18. No one other than a party to this agreement, and, in the case of **[Jaguar Land Rover India Limited]**, their successors and permitted assignees, shall have any right to enforce any of its terms.
19. These terms and conditions will automatically terminate on termination of the Retailer's Jaguar or Land Rover Retailer Agreement, save in respect of any accrued rights and obligations as at that date.
20. These terms and conditions and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) shall be governed by, and construed in accordance with, the laws of **[India]** and the parties irrevocably agree to submit to the exclusive jurisdiction of the courts of **[India]** to settle any claims relating to or in connection with these terms and conditions.

I hereby agree to these terms and conditions on behalf of:

For **MODI PROPERTIES PVT. LTD.**

Name:	Position:	Signature:	Date:
MODI PROPERTIES PRIVATE LIMITED			29/8/18
* Authorised Signatory			
Name:	Position:	Signature:	Date:
SALMAN	PS		29/8/18

SERVICE PLAN SCHEDULE

Service Plan No: LR/IN/SP5L/66621

Date:	30 AUGUST 2018	Dealer Name:	PRIDE MOTORS
Dealer Code:	IDL13201	Dealer Address:	Odyssey Mall Plot no 461RD, 36 Jubilee Hills, Hyderabad, Telagana, , 500033

Customer Details:

Customer Name:	M/S. MODI PROPERTIES PRIVATE LIMITED	Customer Address:	0, 5-4-18/3&4, Soham Mansion 2nd Floor, M G Road, Secunderabad, Hyderabad, 500003
Home Telephone:	9849349373	Email Address:	sohammodi@modiproperties.com

Vehicle and Service Plan Detail:

Make:	LAND ROVER	Current Mileage:	0
Model:	Discovery (L462)	Number of Services:	5
Range:	L462 3.0 V6 S/C Petrol HSE, GMHV/..	Maximum Mileage:	65000
Serial Number:	SALRA2AV2HA041352	Start Date:	30 AUGUST 2018
Registration Date:	29 AUGUST 2018	Expiry Date:	13 OCTOBER 2023
Purchase Price:	0.00 (INR)	Purchase Date:	30 AUGUST 2018
Plan Description:	Land Rover Care		

For full product details please refer to the Service Plans terms and conditions

Declaration:

I, the undersigned, have read, understood and agreed to the Service Plan Terms & Conditions; which are supplied to me, and included within this document. I am aware of my obligations on the servicing of the vehicle; which have been communicated to me and understood.

I also understand that my personal data may be processed and stored in the United Kingdom for purposes which include, but are not limited to, the administration of the Service Plan.

Dealer Signature:



Date:

For MODI PROPERTIES PVT. LTD.

Customer Signature:

Date:

20/08/2018 Authorised Signatory

Delivery Acknowledgement Note



Delivered to M/S. MODI PROPERTIES PRIVATE LIMITED
 Address 5-4-18/3&4, SOHAM MANSION, 2ND FLOOR, M G ROAD
HYDERABAD-500003.
 Telephone No. 9849349373

Date: 29.08.2018

JAGUAR & LAND ROVER

Bearing Chassis No. SALRA2AV2HA0413521017
 Model : DICOVERY 3.0L PETROL HSE
 Transmission AUTOMATIC
 Invoice No. _____

Engine No. 17100223230306PS
 Colour INDUS SILVER
 Upholstry ACRON
 Insurance Policy _____

Along with the following:

Music System ☐ YES
 CD Changer (if applicable) ☐ NO
 Keys: ☐ 2
 Wheel Key: ☐ NO
 Floor Mats: ☐ YES

Light Alloy Rims ☐ YES
 First Aid Kit ☐ YES
 Hazard Warning Triangle ☐ YES
 Owner's Manual & Service Book ☐ YES
 Quick Access Card ☐ YES

Odometer Reading: _____ Km
 Fuel Filled: ☐ YES

Road wheel tyres: Make & Size _____
 Road Side Assistance Documents Given with Documents ☐ YES

List of Documents

1. Original Invoice
2. RTO Tax Receipt
3. Insurance Cover Note
4. Form 20
5. Form 21
6. Form 22

Screw Driver ☐ NO
 Fuse Remover ☐ NO
 Sun Roof Key ☐ NO
 Spare Wheel ☐ YES
 Wheel Key ☐ YES

Tow-away Hook ☐ YES
 Spare Fuses ☐ NO
 Tommy ☐ YES
 Jack ☐ YES
 Others ☐ NO

I / We have examined the above mentioned car before taking delivery.

I / We confirm to have received the said car is in good & satisfactory condition

Place of Receipt : HYDERABAD
 Date of Receipt : 29.08.2018
 Delivered by : SALMAN

Authorised Signatory,
 PRIDE MOTORS

For MODI PROPERTIES PVT. LTD.

Authorised Signatory
 For Customer
 Authorised Signatory

DOCUMENT HAND OVER- CHECK LIST



Customer Name	MR.SOHAM SATISH MODI
Company Name	M/S. MODI PROPERTIES PRIVATE LIMITED

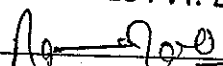
Documents Received By PRIDE-MOTORS

Date of Delivery	29.08.2018
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Sr.No	Original Documents	Checked & Under Stood			
1	Form 20	Yes			
2	Form 21	Yes			
3	Form 22	Yes			
4	Life Tax Receipt	Yes			
5	Temporary Registration Certificate	Yes			
6	Tax Invoice	Yes			
7	Jaguar Land Rover Assistance Programme	Yes			
8	Quick Access Numbers	Yes			
9	Insurance	Yes			
10	2 Keys	Yes			
11	Service Plan	Yes			

Received Documents

For MODI PROPERTIES PVT. LTD.


 Customer/ Representative Signature
 Authorised Signatory

Date: 29.08.2018

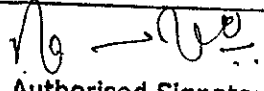
Name MR. EDHAM SATISH MOBI		Feedback	
Address HYD, TG		Your Vehicle Delivery Date: 29/05/18	
Vehicle Description DISCOVERY FIVE		Name of Sales Person MR. SALMAN	
Dealership Name PRIDE MOTORS			

Dear Sir/ Madam
Thank you for your recent purchase of from our dealership.
Your complete satisfaction is very important to us. We would like you to tell us about your recent experience at our dealership, so we can improve our service in the future.
Thank you in advance for taking the time to help us.

Q No.	Questionnaire	Answer Scale
	Thank you. We've recorded your initial response below and would be grateful for another minute of your time to answer a few short questions to help us improve our service at your next visit.	
Header: YOUR OVERALL OPINION		
Q1	How likely is it that you will recommend our dealership to a friend or colleague?	NPS Scale
Q1v	What one area or item could the Dealership have changed or improved to have enabled you to select 9 or 10	
Q2	How would you rate your overall satisfaction with the purchase and delivery of your new Jaguar from our dealership?	10 point scale
Q2v	If you were not satisfied with the overall experience at the dealership, please share your expectations for us to become "Outstanding".	
Q2b	What is your overall opinion of vehicle purchased by you?	10 point scale
Q3	Please rate your satisfaction with the following when visiting the dealership:	
Q3a	Making you feel welcome as a customer	10 point scale
Q3b	The dealership's facility, including comfort, cleanliness, and amenities offered	10 point scale
Header: YOUR SALES CONSULTANT		
Q4	Please rate your Sales Consultant on the following aspects of your experience:	
Q4a	Efforts made to fully understand your needs	10 point scale
Q4b	Knowledge demonstrated and quality of information provided	10 point scale
Q4c	Consideration of your time and responsiveness to your requests	10 point scale
Q5	Please tell us about the following:	
Q5a	Were you offered a test drive?	I was offered a test drive and accepted I was offered a test drive and declined I was not offered a test drive
Go to Q5c if declined / not offered		
Q5b	Please rate the quality of the test drive	10 point scale
Q5c	Did the Sales Consultant keep you fully informed during the purchase of your new vehicle?	Yes/ No
Q6	Please rate your satisfaction with:	
Q6a	The explanation of the terms and conditions of the sale	10 point scale
Q6b	Consideration of your time by the Sales Consultant	10 point scale
Q6c	Fulfillment of all commitments made to you	10 point scale
Q6d	The Sales Consultant's ability to explain details of Jaguar/ Land Rover models, accessories and financing products	10 point scale
Header: DELIVERY OF YOUR JAGUAR/ LAND ROVER		
Q7	Please rate your satisfaction with:	
Q7a	Efforts made to ensure that vehicle handover was special for you	10 point scale
Q7b	The cleanliness and condition of your vehicle inside and out	10 point scale
Q7c	Was your vehicle free of mechanical issues?	Yes / No
Q7d	The explanation of features and controls of your vehicle	10 point scale
Q7e	Since taking delivery of your new vehicle has the dealer contacted you to ensure your complete satisfaction?	Yes / No
Q7f	Were you provided with an introduction to the Service Department?	Yes / No
Q7g	Was your vehicle ready at the scheduled delivery time?	Yes / No
Header: AND FINALLY		
Q8	How likely is it that you will recommend the Jaguar brand to a friend or colleague?	NPS Scale
Q9	Please provide us with any additional comments regarding your recent sales experience.	

Thank you for taking the time to complete this questionnaire.

For MODI PROPERTIES PVT. LTD.


Authorised Signatory



Date of Delivery: 29/6/18
VIN No: SALRA2AV2HA041352

Vehicle Make: DISCOVERY HSE
Registration No: TS09RTR

Customer Details

Title: MR
First Name: SOHAM
Middle Name: SATISH
Surname: MODI
Gender: M/F
Date of Birth: 18/10/1969
Marital Status:
Anniversary Date:

Occupation: Self-employed/ Service
Company Name: M/S. MODI PROPERTIES
PRIVATE LIMITED
Industry:
Ownership of Vehicle: Private/Company
Current Vehicles:
1 PATERO SPORT
2
3

Address: 5-4-12/384, 26 HANUMAN TEMPLE
2nd FLOOR, MG ROAD SECUNDERABAD

City: HYDERABAD Pin: 500003
State: TS Country: INDIA
Phone (Mobile): 9849249373
Phone (Office):
Phone (Resi):
Fax No:
Email Id: Sohammodi@modiproperties.com

Contact Person Details

Full Name:
Phone (Mobile):
Email Id:
Is the car ☐ Chauffeur Driven
☐ Self Driven
Chauffeur Name:
Chauffeur Mobile:

Contact Preference

Preferred Language: TELUGU
Preferred Mode: Telephone/Mail/Email/SMS
Permission to contact: Y/N

Sports of interest:

☒	Golf	☐	Derby
☐	Polo	☐	Boating
☐	Tennis	☒	Others

How did Jaguar/Land Rover enter your consideration set?

Referral	Print Ad	Hoarding	Website	TVC	Others: EVENT
----------	----------	----------	---------	-----	---------------

Club Memberships:	1	2	3
Newspaper(s) you like to read:	1	2	3
Magazine(s) you like to read:	1	2	3

- I have given the aforesaid data willingly at various stages of this transaction with the dealer and it has been recorded with my knowledge.
- I am aware that Jaguar Land Rover/ Tata Motors may use this data for following purposes: contacting me for customer loyalty program, customer support, distribution strategy planning, product and services planning, customer satisfaction measurement, information/offers on products, event invitation, sales and marketing communication or for market research.
- I hereby grant my unconditional consent to Jaguar Land Rover/Tata Motors to use this information for the purposes mentioned above.
- I hereby undertake to save Tata Motors harmless against any breach of privacy laws/IT act due to the usage of this data for aforesaid purposes.

MR. SOHAM SATISH
Customer Name MODI

Customer Signature



ABOVE & BEYOND

Customer Personalisation Record – InControl Touch Pro

Customer name:

MR. SOTAM SATISH MODI

Customer contact number:

9849349373

Model:

DISCOVERY HSE

Registration:

TS09BVR

VIN:

SALRA2AV2HA041852

Retailer stamp (below)

All-New Discovery

IC Menu → Driver Assistance

Off

On

Forward alert		☒	
Reverse Traffic Detection		☒	
Lane Keep Assist (LKA)		☒	
+ Settings		Steering Assist	Steering Vibrate
Blind Spot Monitor		☒	
+ Settings		With Assist	Without Assist
Traffic Sign Recognition		☒	
+ Settings	Off	At limit	+ 5 mph or + 8 km/h
Driver Fatigue Alert		☒	+ 10 mph or + 15 km/h

IC Menu → Trip Computer

Display Content	Trip Distance	Average Speed	Average Consumption
	Inst Consumption	Distance to Empty	Driving Style
Units	miles, mph, mpg	miles, mph, mpl	Km, km/h, 100km

IC Menu → Display Settings

Info Panel	Audio	Logo	Trip Summary
Digital Speedometer		mph	km/h
Temperature Units		°C	°F
Language		English (UK)	

IC Menu → Vehicle Settings → Security Features

Audible Lock Warning			☒
Alarm Sensors			☒
Drive-away Locking *	Off	5 mph or 8 km/h	10 mph or 15 km/h
2-Stage Unlocking *			20 mph or 30 km/h

IC Menu → Vehicle Settings → Convenience Features

Reverse-dip Mirror			☒
Windows Global Open			☒
Windows Global Close			☒
Auto Access Height			☒
Auto High Beam			☒
Wiper Settings		Wiper Rain Sensor	Winter Wiper Park
Auto High Beam Settings		Drive on Left	Drive on Right
Headlamp Delay	Off	30s	1 min
Gear Shift Paddles		Active in S only	Active in B & S

IC Menu → Head-Up Display

Off

On

HUD		☒	
HUD Display Content	Cruise Control	Navigation	Traffic Signs

Home → ⚙️ → All Settings → General

Time and Date		12hr	24hr
Display → Map theme	Auto	Light	Dark
Screensaver → Stealth mode		☒	
→ Choose a picture	Land Rover		☒
→ Screensaver delay (Minutes)		5	

Home → ⚙️ → All Settings → Features

Media → Media Player → Rip highest audio quality			☒
→ Auto correct song information			☒
→ List format	List	Carousel	Grid
Phone → Settings for all phones → Sort order		First Name	Last Name
Climate → Auto Front and Rear screens			☒
→ Auto air flow		Soft and quiet	Balanced
→ Air purity		Off	Low
Connectivity → Hotspot			☒
→ Wi-Fi			☒
→ Mobile Data			☒
InControl Apps → Auto launch			☒
InControl Apps			☒
Voice → Voice command confirmations			☒
→ Voice Feedback			☒

Touchscreen > Extra Features → Cameras → ⚙️

Hitch Assist	Off.....	On.....
Parking Guidance	Off.....	On.....
Parking Aid Graphics	Off.....	On.....
Default Camera View Selection	Rear Camera	Landscape
	Wing Mirror Cameras	Portrait

Touchscreen > Extra Features → Ambient lighting

Set to: (note colour)	Moon Light
Brightness	☒



ABOVE & BEYOND

Customer Personalisation Record – InControl Touch Pro

Confirm handset compatibility and software level *

Phone Compatibility - see Land Rover website for details	Yes	No
--	-----	----

Record Handset Model/Software

Make Model Software

Radio Favourites FM/DAB

FM 1: 1) 103.5 2) 91.1 3) 92.7

4) 93.5 5) 94.5 6) 95.3

DAB 1: 1) 2) 3)

4) 5) 6)

Land Rover InControl: Protect / Secure / Apps *

It is critical to ensure the Customer has downloaded the InControl Remote Smartphone App/InControl Apps in readiness for activation/demonstration at Handover.

Customer contacted Date

Accessories (if applicable) fitted and stowed

1)

2)

3)

4)

Customer: I confirm that the configuration of the items above are of my choosing and this is how I would like the vehicle presented on delivery. This does not affect my statutory rights.

Customer (print name):

MR. SOHAM SATISH MODI

Signed: For MODI PROPERTIES PVT. LTD.

Date: 29/8/18

Sales representative (print name):

Signed: MR. CHAMANYA

Date: 29/8/18

Service representative (print name):

Signed: MR. SALMAN

Date: 29/8/18

* In the interests of Safety and Security Jaguar Land Rover Limited recommend these items are set to ON.

The information detailed in this asset covers all vehicle and market derivatives and optional equipment, some of which may not be fitted to vehicles in your market. The information contained in this asset was correct at the time it was created. In the interest of development, the right is reserved to change specifications, design or equipment at any time without notice and without incurring any obligations.

The Bluetooth trademarks are owned by Bluetooth SIG. iPod and iPhone are trademarks of Apple Inc. registered in the U.S and other countries.

New Vehicle Handover Record



Customer name:

MR. SOHAM SATISH MODI

Customer contact number:

9849349373

Model:

DISCOVERY HSE

Registration:

TS09BUTR

Vin:

3ALRA2AV2HA041352

Retailer stamp (below)

Vehicle Feature/Functionality

All-New Discovery

Exterior

Tick

Explain and demonstrate Smart Key, unlock, lock and alarm features (Powered Gesture Tailgate and Activity Key if applicable)	☒
Fuel filler and fuel type (Diesel Misfuelling Protection Device)	☒
Spare wheel, jack and tool kit or Tyre Repair Kit location	☒
Child safety locks	☒
Tyre/tyre pressure and TPMS functions	☒

Interior Rear

Tick

ISOFIX (LATCH)	☒
Demonstrate seat configurations (2nd/3rd row) and if applicable include electric fold operation of rear seats (Touchscreen, switches, Phone app)	☒

Starting and Driving

Tick

Smart Key push button starting procedure	☒
Explain and demonstrate the Stop/Start system	☒
Automatic gearbox (Command/Paddle shift functions)	☒
Electronic Park Brake	☒
Cruise Control/ Adaptive Cruise Control (ACC) incorporating Queue Assist/ Intelligent Emergency Braking and Intelligent Speed Limiter if applicable	☒
Terrain Response (Auto mode), All-Terrain Progress Control, Low Traction Launch (if applicable) and Electronic Air Suspension	☒
Driver Aids: Traffic Sign Recognition, Lane Departure Warning, Lane Keep Assist, Driver Condition Monitor, Head-up Display, AEB	☒
Explain; Park Assist (Parallel/Perpendicular/Parking Exit, 360° Park Distance Control, Reverse Traffic Detection)	☒
Park Heating System	☒
Rear view camera or Surround Camera System, Tow Assist/Advanced Tow Assist (where applicable)	☒
Diesel Particulate Filter (DPF): drive cycle and warnings	☒
Diesel Emissions Fluid (DEF) or AdBlue®: explain top-up procedure/warning messages and stress the importance of not ignoring them	☒

From Driver's Seat

Tick

Steering column adjustment, steering wheel controls and 5-way switches	☒
Seat and door mirror (normal and reverse) memory, Blind Spot Monitor/Assist (include Closing Vehicle Sensing)	☒
Master lighting switch (auto, delay controls), Automatic High Beam Assist and Fog Lights	☒
Facia switches and Wipers (front and rear, include auto functions)	☒
Window/sunroof operation: Global Open/Close	☒
"Passenger Airbag Off" warning light and switch	☒
Message centre and system settings (include warning lights)	☒
New oil level checks and warnings (Electronic Method)	☒

InControl Systems

Tick

Touchscreen display	☒
Satellite Navigation: explain SD card location and updates or SSD if equipped with InControl Touch Pro	☒
Satellite Navigation: Demonstrate how to add a home address (use Retailer as an example)	☒
Bluetooth® and pairing	☒
Heating, ventilation and cooling (front and rear) include seat heating/cooling and massage functions where applicable	☒
Voice Control	☒
Explain: all InControl systems (InControl Protect, InControl Secure, Wi-Fi Hotspot, InControl Apps and InControl Connect Pro) where applicable	☒
Where applicable activate InControl Remote and InControl Secure (via the InControl Admin website)	☒

In-Car Entertainment operation

Tick

CD & DVD (loading): Single/Dual View Screen and Rear Seat Entertainment (RSE)	☒
Audio/visual controls - Media Hub (Media Library, MP3/iPod™, Bluetooth® audio streaming, HDMI connector and auxiliary socket)	☒
Digital Radio (DAB); Satellite Radio (SIRIUS)	☒

New Vehicle Handover Record



ABOVE & BEYOND

Literature and Process(es)

Introduce to Service and After Sales facility

Tick

Literature

Tick

Retailer hours of business	☒
Introduce to Service representative	☒
Contact details of Service representative	☒
Collection and delivery service	☒
Loan vehicle	☒
Value of customer satisfaction feedback and questionnaire intervals	☒
Offer test drive	☒

Owner's Handbook and Quick Start Guides	☒
Show the customer the iGuide app and suggest they download it (download "Land Rover iGuide" from the Apple App Store or Google Play)	☒
Ensure the customer is aware of the "Diesel Technology - Our Environmental Responsibility" leaflet	☒

Vehicle Servicing and Warranty

Tick

Service schedule	☒
Roadside assistance service/retailer network	☒
Land Rover Warranty Programme	☒

Personalisation

Customer personalisation check

Tick

Accessories fitted (if applicable)	☐
Configuration as requested	☒
Availability of customer events e.g. off-road events	☒

Any additional questions and/or items requiring further clarification
If yes, details:

Customer: I confirm that the items above have been fully explained to my satisfaction and I am happy with the condition of the vehicle. This does not affect my statutory rights.

Customer (print name):

MR. SAHAM SATISH MODI

For MODI PROPERTIES PVT. LTD.

Date:

29/8/18

Sales representative (print name):

MR. SALMAN

Signed:

Authorised Signatory

Date:

29/8/18

Service representative (print name):

MR. CHATTANYA

Signed:

Date:

29/8/18

Additional attention must be taken with red flag items to ensure customer fully understands these systems

The information detailed in this asset covers all vehicle and market derivatives and optional equipment, some of which may not be fitted to vehicles in your market. The information contained in this asset was correct at the time it was created. In the interest of development, the right is reserved to change specifications, design or equipment at any time without notice and without incurring any obligations.

The Bluetooth trademarks are owned by Bluetooth SIG. iPod and iPhone are trademarks of Apple Inc. registered in the U.S and other countries.

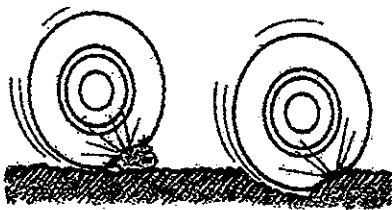
PCD/ A S&L/Ex/Tyre Precaution/110215/A

Sub: Useful Information for customers on Tyre Damage due to road hazard.

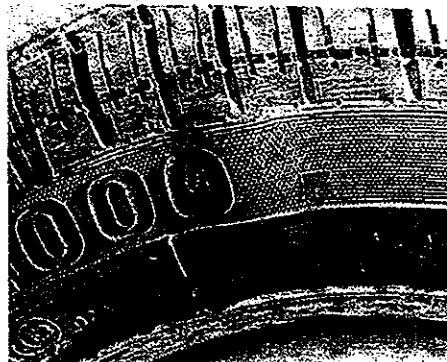
Dear Customer,

We wish to inform that tyres of your car are covered separately by the tyre manufacturer, against any manufacturing defects. Our dealer will assist you in lodging the claim with the manufacturer/representative. However tyres damaged due to road hazard injury (e.g., a cut, bruise, impact break or puncture, whether repairable or not) are not covered under tyre manufacturer's warranty. The tyre manufacturer/representative would take a final decision in the matter.

We would like to share the following information with you on the subject. Localized impact may happen by driving over sharp-edged objects at high speed. The deformation will be more pronounced in the event of incorrect pressure. Usually an externally visible bulge on the side wall of the tyre indicates that cord have been destroyed inside the carcass. (Sample Photos attached) Damage of this kind is typically caused by driving over objects - Like speed bumps -at excessive speeds and/or at wrong angle. This over stresses the carcass and can cause individual cord to break. The extent of damage depends on the speed and angle of impact and on the size of the obstacle. Motorist can usually prevent this type of damages themselves.



Vehicle driven
On Obstacle in high speed.



Damage see from out side.

Tyres are the first member of the suspension system and are designed to absorb limited impact energy, beyond this they will yield and result in to cuts and bulges. These damages cannot be termed as manufacturing defects, and thus the same are normally rejected by the tyre manufacturers.

Such damages, how ever may be claimed under car insurance, depending on the type of the policy. This is subjected to usual insurance claim procedure and discretion.

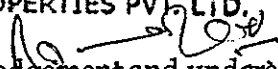
Thank you, and Best Regards,



Sanjeev Tiwari

AGM- Customer Support.
Premier car division.

For MODI PROPERTIES PVT. LTD.



Acknowledgement and understood by customer.

Authorised Signatory

Customers Signature.

Date :28-08-2018

To,
SREE KRISHNA AUTOMOTIVES HYDERABAD PVT LTD,
Plot No.461,Rd No.36,
Jubilee Hills,
HYDERABAD - 500033.

We have purchased following vehicle from PRIDE MOTORS-SREE KRISHNA AUTOMOTIVES HYDERABAD PVT LTD on date 31-08-2018

Model	Land Rover
Variant	Discovery Hse 3.0L Petrol V6 Indus Silver
Date of purchase	31-08-2018
Purchased On Name Of	Ms Modi Properties Pvt Ltd

We confirm that Mr.Salman from PRIDE MOTORS-SREE KRISHNA AUTOMOTIVES HYDERABAD PVT LTD has explained us that vehicle model being purchased by Land Rover Discovery Hse Petrol 3.0L with Chassis no: SALRA2AV2HA041352 manufactured in 2017.

We have availed following retail benefit on above vehicle:

Description of benefit Aailed	Amount
RETAIL SUPPORT	8,00,000/-
Total	8,00,000/-

We are availing a RETAIL SUPPORT of Rs 8,00,000/-on purchase of above vehicle.We authorize PRIDE MOTORS SREE KRISHNA AUTOMOTIVES HYD PVT LTD to invoice the vehicle.

Thank You.
For
Ms MODI PROPERTIES PVT LTD.

Signature

To,
SREE KRISHNA AUTOMOTIVES HYDERABAD PVT LTD,
Plot No.461, Rd No.36,
Jubilee Hills,
HYDERABAD - 500033.

Date: 3rd September, 2018

Dear sir,

We have purchased following vehicle from PRIDE MOTORS-SREE KRISHNA AUTOMOTIVES HYDERABAD PVT LTD on date 31-08-2018.

Model	Land Rover
Variant	Discovery Hse 3.0L Petrol V6 Indus Silver
Date of purchase	31-08-2018
Purchased On Name Of	Ms Modi Properties Pvt Ltd

We confirm that Mr Salman from PRIDE MOTORS-SREE KRISHNA AUTOMOTIVES HYDERABAD PVT LTD has explained us that vehicle model being purchased by Land Rover Discovery Hse Petrol 3.0L with Chasis No SALRA2AV2HA041352 manufactured in 2017.

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Total Rs.	8,00,000

We are availing a RETAIL SUPPORT of Rs. 8,00,000/- on purchase of above vehicle. We authorise PRIDE MOTORS SREE KRISHNA AUTOMOTIVES HYD PVT LTD to invoice the vehicle.

Thank you,

For MODI PROPERTIES PVT LTD.

P RAMA RAO
Sr Manager Liaison



YES BANK

CONSTRUCTION EQUIPMENT / VEHICLE LOAN AGREEMENT

CUSTOMER NAME: For MODI PROPERTIES PVT. LTD.
For MODI PROPERTIES PVT. LTD.

LOAN AGREEMENT NO.: Director



Registered and Corporate Office: Nehru Centre, 9th Floor, Discovery of India, Worli, Mumbai 400 018, India. Tel: +91 (22) 6669 9000 Fax: +91 (22) 6669 9010.
Northern Regional Corporate Office: 48, Nyaa Marg, Chanakyapuri, New Delhi 110021, India. Tel: +91 (11) 6656 9000 Fax: +91 (11) 4168 0144.
Website: www.yesbank.in

For MODI PROPERTIES PVT. LTD.

Managing Director

MOST IMPORTANT DOCUMENT
ATTENTION: Please read carefully before Signing
ACKNOWLEDGEMENT FORM

CUSTOMER COPY

CAS ID#

969210

I/We refer to final application form No. _____ dated _____ submitted by me/us to YES Bank Ltd. I/We have been provided the following information and have accordingly filled up the aforesaid Application Form.

Vehicle Manufacture & Model	LAND ROVER DISCOVERY	Amount of each Instalment	Rs.
Facility Amount Not Exceeding	Rs. 6500,000	No. of Advance Instalments	_____ Nos.
Total No. of Instalments	_____ Nos. payable in _____ Months	Due Dates for Instalments	_____ Day of each month
Moratorium Period	Months	Fixed rate of Interest	% p.a.
Stamp Duty Charge	Rs.	Insurance Premium Amount	
Insurance Term		Insurance Sum Assured	

Charges	Auto & Two Wheeler Loan	Commercial Vehicle Loan	Construction Equipment Loan
Cheque Bounce Charges	Rs. 750 per Bounce	Rs. 500 per Bounce	Rs. 750 per Bounce
Cheque Swapping Charges	Rs. 750 per transaction	Rs. 500 per transaction	Rs. 750 per transaction
Part Prepayment charges	3% of Principal being pre-paid	Not Applicable	Not Applicable
Loan Cancellation and Re-Booking Charges	Rs. 1000 (Cancellation and Interest charges will be borne by the customer)	Rs. 3000 per loan	Rs. 3000 per loan
Loan Re-schedulement charges	As applicable at the time of Re-schedulement	Rs. 2500 per loan	As applicable at the time of Re-schedulement
Processing Charges Amount	Upto 1% of Loan Amount or Rs.10000 whichever is higher.	Upto 1% of Loan Amount	Upto 1% of Loan Amount
Late Payment Charges	2% per Month	2% per Month	2% per Month
Prepayment charges	From 07 months to 12 months (from 1st EMI) - 6% of outstanding From 13 months to 24 months (from 1st EMI) - 5% of outstanding Post 24 months (from 1st EMI) - 3% of outstanding	From 07 months (from 1st EMI) - 4% of outstanding	From 07 months (from 1st EMI) - 4% of outstanding
Duplicate NOC / NDC Issuance charges	Rs. 750 per NOC	Rs. 500 per NOC/NDC	Rs. 750 per NOC/NDC
Loan Statement charges	Rs. 750 per statement	Rs. 500 per statement	Rs. 750 per statement
Amortization Schedule Charges	Rs. 750 Per Schedule	Rs. 500 Per Schedule	Rs. 500 Per Schedule
Prepayment Statement charge	NA	Rs. 100	Rs. 500 (prepayment within 15 days will be deducted from charges)
Revalidation of NOC Charges	NA	Rs. 500 per NOC	Rs. 500 per NOC
NOC to convert from Commercial to Private Registration & Vice Versa	NA	Rs. 2000 per NOC	Rs. 2000 per NOC
Special NOC	Rs. 500 Per Request	NA	NA

I/We acknowledge and undertake that:

- I/We have not made any payment in cash/bearer cheque or kind along with or in connection with the application form.
- YES Bank Ltd. shall be entitled to recall the loan/take possession of the vehicles/assets in the event I/We default in complying with the terms and conditions of the Facility.
- I/We shall submit to the Bank Copy/Original Registration Certificate/Invoice/Insurance document with hypothecation in favour of YES Bank duly endorsed within 60 days of loan disbursal, failing which the Bank is entitled to levy impose penalty.
- I/We are aware that the grant of the Facility is always subject to such additional terms and conditions/documents as the Bank may deem fit from time to time and the same will be informed to me/us in advance as per the extant guidelines.

Name of Applicant: PREMODULAR PROPERTIES PRIVATE LIMITED		Location:	
Sign: _____	Date: _____	DSE/DSA Name:	
DSE/DSA Sign: _____		Location: _____	
DSE/DSA Stamp: _____	Director		

terms & conditions as fully contained in this Agreement and Schedule hereto.

The relationship between the Bank and the Borrower(s), as lender and Borrower(s) shall commence from the date of this Agreement and shall subsist until all monies due and payable by the Borrower(s) to the Bank under this Agreement, shall have been fully paid and received by the Bank.

2. Mode of Disbursement

- 2.1 The Bank shall disburse the Construction Equipment/ Vehicle Loan in the manner given in the Schedule hereto. The Bank shall at its sole and absolute discretion open the Construction Equipment/ Vehicle Loan to a designated bank account, details provided in the Schedule, in the name of the Borrower(s) to be held with the Bank itself or such bank to whom Electronic Debit Instructions are given as specified in Clause 7.6 hereinafter ("Construction Equipment/ Vehicle Loan Account"). In alternative, the Bank may, at the request of the Borrower(s), disburse the loan by issuing Pay Order/Demand Draft drawn in favour of the Manufacturer/Dealer/Builder of the Asset. The Borrower agrees and acknowledges that the receipt issued by the Manufacturer/Dealer/Body Builder shall be deemed to be issued by the Borrower and shall be an effectual receipt and discharged by the Borrower in favour of the Bank. Disbursement of Construction Equipment/ Vehicle Loan as above by the Bank shall be construed as deemed drawdown under this Agreement, notwithstanding any dispute between the Borrower and the Bank or the Dealer/Manufacturer or Body Builder of the Asset.
- 2.2 In consideration of the Bank agreeing to act in accordance with aforesaid mode of disbursement the Borrower hereby indemnifies and holds the Bank harmless from and against any and all loss, damage or other consequences which may arise or result from the Bank, making disbursement of Construction Equipment/ Vehicle Loan and part(s) as per the modes of disbursement as set out in above clause or performing any service to the Borrower thereunder and shall reimburse the Bank upon demand for any payment, loss and damage which the Bank may make, suffer or sustain by reason or on account thereof and shall upon request appear and defend the Borrower's own cost and expense any action which may be brought against the Bank in connection therewith.
- 2.3 In the event of Loan amount or any part/parts thereof is disbursed to a Dealers/entity(ies) (the "Vendors") other than the Borrower(s), the same has been done in the instructions of Borrower(s) and the Bank is neither responsible nor liable for genuineness or authenticity of the Vendors or whether the intended purpose for which the amount of said loan has been instructed to be disbursed by the Borrower(s) will be fulfilled or not or that the quality, type, manner or period of delivery of the goods, services, facilities, etc for which the loan amount has been paid, will be as expected by and/or promised by the Vendors to the Borrower(s). Any deductions made by the Vendors from the amount paid shall be on the sole account of the Borrower(s).

3. Interests, Fees and Costs

- 3.1 The interest on the Construction Equipment/ Vehicle Loan shall accrue from the date of the Bank's disbursement of the Construction Equipment/ Vehicle Loan to the Borrower(s) and/or the Vendor(s) and shall be computed:
- at such periodicity as stated in the Schedule;
 - taking the basis of 360 days or 365 days as the case may be
 - at the Interest Rate as stated in the Schedule or as may be prescribed by the Bank from time to time;
 - at the Penal Interest Rate as stated in the schedule or as may be prescribed by the Bank from time to time; and
 - on the actual amount outstanding on the last day of the preceding period.
 - Not with standing anything to the contrary herein contained, the Bank shall be entitled to increase or decrease the rate of interest, and such increase or decrease shall be binding on the Borrower provided such increase or decrease not being contrary to the directives, if any issued by the Reserve Bank of India from time to time and no further consent or concurrence of the Borrower shall be required in this respect thereof.

The Interest on the Loan will begin to accrue in favour of the Lender on and from the first date of disbursement.

- 3.2 The Borrower(s) agrees and acknowledges that the Borrower(s) shall bear Processing Charges, Fees & Charges and other charges including but not limited to interest tax, stamp duty, costs and such other charges as mentioned in the Schedule, which the Borrower(s) shall reimburse to the Bank in addition to the Construction Equipment/ Vehicle Loan and the interest accrued thereon. The Borrower agrees that the Bank shall at its sole discretion, have the right to collect the Processing Charges stated in the Schedule upfront at the time of disbursement of the Loan.
- 3.3 The Borrower(s) shall also bear and reimburse separately to the Bank the following:
- interest tax and other levied as maybe applicable from time to time
 - the cost of Stamp Duty on this Agreement and any other documents executed pursuant hereto;
 - the tax, toll, duties levies, cess or any other tax as may be imposed by the Central Government, State Government, judicial, quasi judicial or any municipal authorities which may be chargeable on the Assets;
 - the costs and expenses involved or incurred by the Bank in the recovery of the Construction Equipment Loan, repossession charges, Asset verification charges, NOC issuance charges if the Construction Equipment Loan or any part thereof, when due is not paid by the Borrower(s); and
 - all costs and expenses (including legal costs) on a full indemnity basis incurred and/or to be incurred by the Lender for investigation/inspection of Assets offered as security and for the preparation, execution, preservation, performance, enforcement and realization of the outstanding Loan amount, security documents and other documents and other instruments creating and/or evidencing the creation of any security for the Loan as also any other instruments required in connection with the Loan.

It is however understood by and between the Borrower and the Lender that this Clause shall not entitle the Borrower to delay the timely repayment or interest and of charges as stipulated under Clause 3.1 and 3.2 of this Agreement.

- 3.4 In the event the Borrower(s) holds a Construction Equipment/ Vehicle Loan Account with the Bank, the Bank shall be entitled to debit all other amounts due and payable by the Borrower(s) under this Agreement (including but not limited to interest tax, fees, charges, stamp duty, costs, Fees & Charges and all other charges specified in the Schedule) to the Borrower(s)'s Construction Equipment/ Vehicle Loan Account, unless separately reimbursed to the Bank by the Borrower(s).
- 3.5 All amounts in default for payment (i.e. not paid by the Borrower(s) when due to the Bank) including arrears of EMI, interests, fees, charges, taxes and costs will attract interest at the Penal Interest Rate specified in the Schedule.
- 3.6 If the Bank has to arrange to collect the amounts payable by the Borrower(s) under this Agreement every month from the Borrower(s) then Collection Charge of an amount specified in Schedule for every such installment collected shall be levied to the Borrower(s) by the Bank.
- 3.7 If the Borrower(s) wishes to replace a post-dated cheque with another then the Borrower(s) will be required to pay Swap Charges of an amount specified in Schedule for every such replacement.
- 3.8 In the event the Borrower fails to comply with any of the conditions in terms of this Agreement, including but not limited to creation and perfection of the Security, the Bank reserves the right to charge Additional Interest at such rate as specified in SCHEDULE hereof;

The Bank shall at its sole discretion, be entitled to revise the Interest Rate and Default Interest Rate on the Construction Equipment/ Vehicle Loan, without assigning any reason for such revision and such revised rates shall thereafter apply to the Borrower(s). Further, Interest Rate shall be subject to modification to conform with Reserve Bank of India guidelines, circulars etc issued from time to time. The Borrower(s) is aware that the Schedule hereto is not exhaustive and

CONSTRUCTION EQUIPMENT / VEHICLE LOAN AGREEMENT

THIS AGREEMENT is made at the place and on the date specified in Schedule between Yes Bank Ltd., a banking company within the meaning of section 5(c) of the Banking Regulation Act 1949, and constituted under Companies Act, 1956, having its Registered Office at 9th Floor, Discovery of India, Nehru Centre, Dr. Annie Besant Road, Worli, Mumbai - 400 018 and its concerned branch office at the address stated in Schedule (hereinafter referred to as the "Bank" which expression shall, unless it be repugnant to the meaning or context thereof, mean and include its successors in title and assigns) of the FIRST PART.

AND

the Borrower(s), whose name(s) and details is stated in the Schedule hereto and hereinafter referred to as the "Borrower(s)" (which expression shall unless the context otherwise requires, include in case of (i) individual proprietor/his/her heirs, legal representative, executors and administrators (ii) a Corporate/Society/Trust include its successors and permitted assigns (iii) Partnership Firm - the partners for the time being and from time to time of the firm, the survivor or survivors of them, their respective heirs, administrators, executors) of the SECOND PART.

WHEREAS

- i) The Borrower(s) have requested the Bank to provide Construction Equipment/Vehicle Loan for the purpose more fully stated in the Schedule; and
- ii) The Bank has agreed to provide such Construction Equipment/Vehicle Loan to the Borrower(s) on the terms and conditions hereinafter appearing.

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

Definitions and Interpretation

In this Agreement, the following capitalized words shall have the following meanings:

"Asset(s)" means construction equipment(s)/vehicle(s)/Spare Part(s), including body and associated items built upon the chassis and accessories and/or any additional body building/modification works, additional components and engine/parts upgrades under these presents offered or caused to be offered as security/secured in favour of the Bank by the Borrower for the due repayment of the Construction Equipment/Vehicle Loan.

"Construction Equipment/Vehicle Loan" means the principal amount of Loan granted by the Bank to the Borrower(s) (as specified in the Schedule) in terms of this Agreement and shall include dues outstanding thereunder including interests, costs, fee & charges, expenses and all other amounts due in accordance with this Agreement if the context so requires.

"Branch" means the branch of the Bank situated at the place mentioned in the Schedule hereto through which the Construction Equipment/ Vehicle Loan is disbursed and shall include any other branch where the Construction Equipment/Vehicle Loan account is maintained or transferred to any time at the sole discretion of the Bank.

"Borrower(s)" means and includes the Co-Borrower for the Construction Equipment/ Vehicle Loan, as applicable and the terms shall mean and include where the context admits (i) in case the Borrower(s) is an individual or proprietor-their legal representatives/heirs, executors and permitted assigns (ii) a Corporate/Society/Trust includes its successors and permitted assigns (iii) Partnership Firm - the partners for the time being and from time to time of the firm, the survivor or survivors of them, their respective heirs, administrators, executors).

"City of Registration" shall mean the location wherein the registrable Assets are registered or to be registered with the local Registering Authority.

"EMI" shall mean the amount payable every month on such date/s specified in the Schedule for the term of the Construction Equipment/ Vehicle Loan by the Borrower(s) to the Bank to amortize the Construction Equipment/ Vehicle Loan comprising interest and principal, or as the case may be, only principal or interest.

"EDI" means the meaning assigned to in sub-clause 7.6 hereof.

"Interest Rate" shall mean the interest rate mentioned in Schedule hereof payable by the Borrower to the Bank, which the Bank shall compute and apply interest on the Loan, during the subsistence of this Agreement.

"MCLR" shall mean marginal cost of lending rate as determined by the Bank from time to time and announced / notified by the Bank as its marginal cost of lending rate.

"Interest Reset Date" shall have the meaning as ascribed to it in the Schedule hereof.

"Default Interest Rate" means the rate as stated in the Schedule or as may be amended by the Bank from time to time at which the Bank shall compute and apply interest on all amounts not paid when due for payment or reimbursement by the Borrower(s) to the Bank.

"Fees & Charges" shall mean and include all those charges mentioned under the heading 'Fees & Charges' in the Schedule as also those charges advised by the Bank from time to time to the Borrower(s).

"Loan" shall refer to Construction Equipment/ Vehicle Loan.

"Parties" means the Bank and the Borrower(s) referred to collectively.

"Prepayment" means premature repayment of the Construction Equipment/ Vehicle Loan by the Borrower(s) ahead of the repayment tenor specified in this Schedule.

"Prepayment Charges" means charges levied by the Bank for prepayment as specified in the Schedule.

"Purpose of Construction Equipment/Vehicle Loan" means that the Construction Equipment/ Vehicle Loan has been availed of by the Borrower(s) for the purpose as stated in the Schedule hereto.

"Registering Authority" shall refer to such statutory authorities with whom the registrable Asset(s) is/are required to be registered or is required to be licensed and shall include amongst others the local Road Transport Officers' office.

"Repayment" means the repayment of the principal amount of Loan, interest thereon and/or any charges, premiums, expenses, Fees & Charges or other dues payable in terms of this Agreement.

"Schedule" means the Schedule to this Agreement.

In this Agreement, singular shall include plural and the masculine gender, the feminine or neuter gender.

Any expressions not defined herein, if defined within the General Clauses Act, 1897, shall carry the same meaning as assigned to it under the said Act.

In this Agreement, headings are for convenience only and shall not affect interpretation except to the extent that the context otherwise requires.

Any reference to Article, Clause or Schedule shall be deemed to be a reference to an Article, Clause or Schedule of this Agreement.

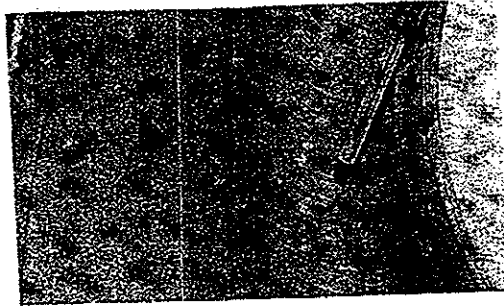
Any reference to any enactment or statutory provision is a reference to it as it may have been, or may from time to time, be amended, modified, consolidated or re-enacted.

The arrangement of Clauses in this Agreement shall have no bearing on their interpretation.

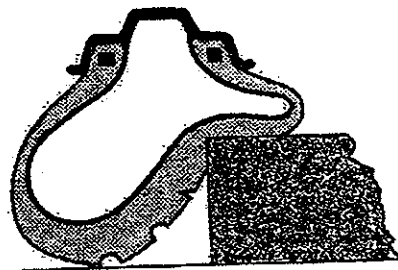
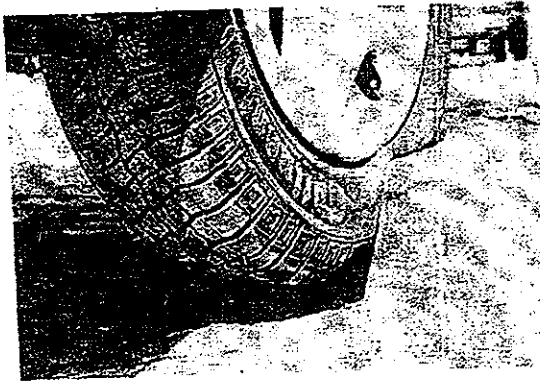
Bank's Agreement to lend and Borrower(s)'s Agreement to borrow.

The Borrower has requested for this Loan for purchasing the said Assets for his daily operational needs in the ordinary course of his business.

The Bank has, based on the Borrower(s)'s request, representation, warranties, covenants and undertakings as contained herein and in the application for Construction Equipment/ Vehicle Loan agreed to lend to the Borrower(s) and the Borrower(s) has agreed to borrow from the Bank, the Construction Equipment/ Vehicle Loan on the



Inside cut in tyre happened due to impact hit.



Vehicle driven on sharp edge and similar obstacles.

Equipment/Vehicle Loan then outstanding, with interest and other dues, including prepayment charges, if any and shall keep himself aware of all the rules of the Bank, as pertaining to the Construction Equipment/Vehicle Loan, and in force from time to time.

- v) The Borrower(s) shall maintain, operate and fund the Construction Equipment/Vehicle Loan Account, if any, till the whole of the Loan Amount, together with interest and charges thereon, is received in full by the Bank.
- w) That the Borrower(s) is/are not facing any litigation which have been initiated by another financier including banks. The Borrower confirms that there has been no material adverse change in the financial condition of the Borrower, nor has any event which is prejudicial to the interest of the Bank taken place since the date of the latest audited financials of the Borrower which is likely to materially and/or adversely affect the liability of the Borrower to perform all or any of the obligations under this Agreement.
- x) That the Loan is not being availed for any activities relating to producing or consuming Ozone Depleting Substances, in terms of Montreal Protocol to which Government of India is a part. Further that the Purpose of the Loan is compliant with various environment laws and has obtained all relevant environmental clearances for the proposed project. That the Borrower has instituted and shall from time to time institute appropriate monitoring, evaluation and reporting process and confirms that the project does not/shall not have any negative environment or social impact and appropriate corrective measures shall be taken as recommended by relevant authorities.
- y) That each of these representations will remain correct and complied with so long as the Construction Equipment/Vehicle Loan and/or any sum there under remain outstanding.
- z) The Borrower(s) covenants and undertakes;
 - (i) to obtain and do all that is necessary to maintain in full force and effect all authorizations, approvals, consents, insurances, licences, permissions and renewals required in or by the laws of India in relation to this Agreement, each of supporting documents and the performance of obligations hereunder and there under and the Asset(s);
 - (ii) to furnish to the Bank all such information, statements, particulars, estimates and reports etc. as the Bank may require from time to time as to the compliance with the terms of the Loan and shall also submit to the Bank, in form and detail satisfactory to the Bank, unaudited quarterly income statements of the Borrower within 30 (thirty) days of the close of each quarter period and copies of audited financial statements including balance sheet and profit and loss account (in detail and not in the abridged form) within 120 (one hundred and twenty) days after the close of each financial year;
 - (iii) in case of a corporate not to enter into any scheme of merger, amalgamation, compromise or reconstruction without the prior written consent of the Bank;
 - (iv) not to permit any change in the ownership or control of the Borrower whereby the effective beneficial ownership or control of the Borrower shall change, without the prior written consent of the Bank;
 - (v) not to effect any material change in the management of the business of the Borrower, without the prior written consent of the Bank;
 - (vi) not to make any amendments in the Borrower's memorandum of association and articles of association and/or any other constitutional documents which would have an impact on the Borrower(s) obligations under this Agreement without the prior written consent of the Bank;
 - (vii) not to declare any dividend if any installment towards principal or interest remains unpaid on its due date or if an Event of Default has occurred;
 - (viii) not to induct a person who is a director on the Board of a company which has been identified as a wilful defaulter by Reserve Bank of India/Credit Information Bureau (India) Limited and that in case, such a person is found to be on the Board of the Borrower, Borrower would take expeditious and effective steps for removal of the person from the Board of Directors;
 - (ix) not to pay any consideration whether by way of commission, brokerage, fees or in any other form to the guarantors;
 - (x) To promptly notify the Bank in the event of the Borrower(s) receiving a notice of application/petition being filed/intended to be filed for the insolvency/winding up/dissolution of the Borrower(s); or if a notice of any other legal proceedings to be filed or intended to be filed or initiated against the Borrower(s) is received by the Borrower(s); or if a custodian or receiver is appointed of any of the Borrower's properties, business or undertaking; or if any part of the Borrower's properties, business or undertakings is/are attached;
 - (xi) The Borrower(s) in case of it being a corporate/partnership/society/trust represent that none of its Directors/ Partners/Members of the governing body or specified relative of such Directors/Partners/Members of the governing body are Directors/Partners of any banking company. (Applicable if Borrower(s) is/are a body corporate or partnership firm or association of persons);
 - (xii) The Borrower(s) in case of it being a corporate/partnership/society/trust represent(s) that none of the directors of the Bank is the director, manager, managing agent, employee or guarantor of the Borrower, or of a subsidiary of the Borrower, or of the holding company of the Borrower, or holds substantial interest, in the Borrower or a subsidiary or the holding company of the Borrower and none of the director of any other bank holds substantial interest or is interested as a director or guarantor of the Borrower.
 - (xiii) None of the relatives (as specified by RBI) of a chairman/managing director or director of Bank or a relative of senior officer (as specified by RBI) holds substantial interest or is interested as a director or as guarantor of (any of) the Borrower(s);
 - (xiv) Get the Asset(s) (in case of acquiring a new Asset and registrable) registered with the appropriate Registering Authority under the Motor Vehicles Act, 1988;
 - (xv) Inform the Bank in writing of any theft or damage to the Asset(s), lodging of any claim whatever with any insurance company in respect of the Asset(s) and such writing shall be delivered to the Bank within three working days of such damage or lodging of claim;
 - (xvi) Inform the Bank of any loss, destruction or misplacement of the Registration Certificate of the Asset(s) (if applicable) or the Insurance Policy relating to the Assets(s) within three working days of such loss, destruction or misplacement.
 - (xvii) Not apply for any duplicate Registration Certificate for the Asset(s) (if applicable) otherwise than by delivering the application thereof to the bank for endorsing its charge on the Asset(s); and
 - (xviii) Not transfer the registration of the Asset(s) to any city or town other than the City of Registration (if applicable);
 - (xix) Indemnify and keep indemnified the Bank against any loss or damage to the Asset(s) or any part thereof from whatever cause whether or not such damage is as a consequence of the negligence of the Borrower.
 - (xx) The Borrower warrants that he/she/they shall have and maintain sufficient balance in the account of the drawee bank for payment of Dated Cheques/EDI Instruction on the day when any installment herein becomes payable and for 45 days thereafter to honour any Dated Cheque. The Borrower hereby warrants and undertakes that he has paid all public demands and all taxes and revenues payable to the Government of India or to the Government of any State or to a local authority and that at present there are no arrears of such taxes and revenues due and outstanding.
 - (xxi) It shall be the Borrower(s) obligation to keep them acquainted with the rules of the Bank, from time to time.

10. Insurance and Maintenance

- 10.1 At the request of the Borrower, the Bank may at its own discretion also finance the insurance premium of an insurance policy insuring the Borrower against the risks of personal accident, accidental hospitalization, outstanding amount of loan to the Bank and or critical illness provided that such insurance policy has been taken out by the Bank on behalf of the Borrower from an insurance company approved by the Bank with a specific instruction and authority by the Borrower to such insurance company that in case of any loss reported, the loss will be paid to the Bank by such insurance company. Such insurance premium paid by the Bank on behalf of the Borrower shall be

8.11 The Borrower(s) shall indemnify the Bank and keep indemnified the Bank, save and harmless of any demand in respect of any actions, claims, costs, Fees & Charges, damages, demands, expenses, losses and liabilities made against, suffered or incurred by the Bank arising directly or indirectly from or in connection with - (i) failure by the Borrower(s) to comply with the provisions of this agreement and/or (ii) any liability including third party liabilities that may arise out of the possession, operation and use of the Asset(s) by the Borrower(s) or by its/their employees or by its agents or by other persons whosoever whether or not authorized by the Borrower(s) or use of the Asset(s) and incidental to that purpose and /or (iii) any claims, losses, demands, actions, costs, expenses and liabilities incurred or suffered by the Bank by reason of the representation or warranties given by the Borrower being false or untrue in material respects and/or (iv) any claims losses, demands, actions, costs, expenses and liabilities incurred or suffered by the Bank by reason of the Hypothecated Asset(s) not being free from encumbrance and/or any previous charge(v) any claims, losses, demands, actions, costs, expenses and liabilities incurred or suffered by the Bank by reason of non payment or insufficient payment of stamp duty by the Borrower(s) of these presents and the documents/any other writings which may be executed pursuant to and/or in relation to these presents.

9. **Borrower(s)'s Representation, Warranties, Covenants and Undertakings**

9. **Borrower(s)'s Representation, Warranties, Covenants and Undertakings.**
The Borrower(s) hereby represents/warrants to/covenants/undertakes throughout the subsistence of this Agreement, with the Bank that --
The Borrower(s) hereby represents/warrants to/covenants/undertakes that the above information furnished by the Borrower(s) in connection with the Construction Equipment/Vehicle Loan and as contained herein is complete and true in all respects.

- a) The information provided in the application for the Construction Equipment/Vehicle Loan shall be true and correct.
- b) There are no threatened or pending claims, demands, litigation or liquidation proceedings against the Borrower(s);
- c) The Borrower(s) declare that they are not prohibited by law from availing of the Loan.
- d) The Borrower shall inform the Bank the chassis number/engine number/invoice number/serial/machine number of the Asset(s) after receipt/installation of the same and authorizes the Bank to fill up the said chassis number/engine number/invoice number/serial/machine number of the Asset(s) in this Agreement and receipt of such information and the Borrower shall not challenge the incorporation of such engine number/invoice number/serial/machine number of the Asset(s) or any other agreed modification in this Agreement on any grounds whatsoever. The Borrower also agreed that such modification and/or insertion of the Asset(s) details as provided shall not invalidate this Agreement and/or any of the terms and conditions of this Agreement. No encumbrance of any nature nor any other legal claim extends over the Asset(s) hypothecated herein.
- e) The Borrower has obtained and done all that is necessary to give full force and effect to all authorization, approvals, consents licences and permissions required or by the laws of India in relation to this Agreement, other related documents and the Hypothecated Asset(s). This Agreement and the documents executed pursuant hereof when executed and delivered, will constitute valid and binding obligations of the Borrower.
- f) The loan amount may be disbursed by the Bank directly to the dealer/manufacturer 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 purchase of old Asset(s), the loan amount may be disbursed by the Bank to the owner/seller of the Asset(s) or to the Dealer and such disbursement shall be deemed to be disbursement to the Borrower.
- g) The Borrower shall utilize the entire Loan for the purchase/acquisition of the Asset(s) and for paying insurance premium as mentioned above, if any, as indicated by him in his loan application and for no other purpose whatsoever.
- h) 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 servant, 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 unpaid installments and to perform execute all acts, deeds, matters and things connected therewith incidental thereto including sending notices, of demand, attending the residence or office of the Borrower or otherwise contacting the Borrower receiving 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 receipt and granting effectual discharge to the Borrower and generally performing all lawful acts as the third parties may consider appropriate for the purposes.
- i) The Borrower agrees hereby to pay the installments and other dues etc. to the Bank under this Agreement for the finance of the aforesaid Asset(s) irrespective whether or not the Asset(s) is in use by the Borrower and/or even if the Asset(s) is not in use due to damage and repair.
- j) In case the loan is taken jointly by more than one Borrower, their liability shall be joint and several, even if the Asset(s) is/are registered in the name of one of the Borrowers only.
- k) The Borrower(s) in case of (i) an individual/proprietor/partner is a major and is of sound mind (where the Borrower(s) is/ are individual(s)) (ii) in case it is a Corporate body corporate duly constituted and incorporated under the laws of India (where the Borrower(s) is/are a company incorporated under the Companies Act, 1956 or any other law for the time being in force) and have the necessary corporate approvals to undertake the obligations under this Agreement as well as nothing conflicts with the charter documents of the Borrower(s) from undertaking these obligations; (iv) or is a partnership firm within the meaning of the Indian Partnership Act, 1932, comprising the persons mentioned in the Schedule as partners and that none of the partners are Hindu Undivided Family (HUF) as defined under Hindu Law and further undertakes not to induct HUF as a partner in the Firm (where the Borrower(s) is/are a partnership firm); and is competent to contract and enter into and perform his/her/its obligations under this Agreement; (v) in case of trusts/societies/body duly constituted under the laws of the land and is competent to contract and perform his/her/its obligations under this Agreement; (vi) in case of trusts/societies/body constituted and registered under applicable guidelines, local/state laws and is competent to contract and perform obligations under this Agreement and have been authorized to execute this Agreement and all documents on behalf of the Borrower(s) in case of corporate/firm/trusts/society is/ are entitled to do so and has/have been authorized to sign this Agreement and all documents and writings. All consents required by the Borrower(s) for the execution and performance of this Agreement have been obtained. Nothing contained in the charter documents/partnership deed/trust deed/bye-laws conflict with the arrangement contemplated under this Agreement which shall render the obligations under this Agreement either null and void or voidable;
- l) The Borrower(s) shall utilize the Construction Equipment/ Vehicle Loan for the purpose for which it is granted and for no other purpose whatsoever.
- m) The Borrower(s) shall repay to the Bank the Construction Equipment/ Vehicle Loan in accordance with the Repayment Terms mentioned herein.
- n) The Borrower(s) shall use the Construction Equipment/ Vehicle Loan Repayment Account as his main account and deposit all his receivables cheques, bills, Professional and all other income therein and shall at all times maintain sufficient balance in the said account to ensure payment of each EMI;
- o) Any dispute about interest computation shall not entitle the Borrower(s) to withhold payment of an EMI;
- p) The Borrower(s) shall provide to the Bank its financial statement and other information and documents concerning his employment, profession, business, and utilization of Construction Equipment/Vehicle Loan as the Bank may require from time to time.
- q) The Borrower(s) shall, within 7 (seven) days of the event, inform the Bank of any likely change and/or residential/office address;
- r) The Borrower(s) shall ensure that none of the DCs issued are returned dishonoured for any reason whatsoever and is aware that in such an event, the dishonour charges will be payable by him/her to the Bank as specified in the Schedule.
- s) The EDI given to the Bank by the Borrower(s) pursuant to this Agreement (i) shall not be changed, modified or countermanded without prior written permission of the Bank, (ii) if not acted upon by the Bank in which the account is maintained for whatever reason, then without prejudice to the rights of the Bank to recall the account, the Borrower(s) shall issue such revised instructions as may be necessary to ensure payment of the amount outstanding under the Construction Equipment/Vehicle Loan, the Borrower(s) shall issue such revised instructions as may be necessary to ensure payment of the amount outstanding under the Construction Equipment/Vehicle Loan as per Schedule 1 of this Agreement and/or to issue and deliver DCs for the balance outstanding under the Construction Equipment/Vehicle Loan as per Schedule 1 of this Agreement;
- t) The Borrower(s) shall not (i) close the bank account/s from which the said cheques have been issued/EDI has been given; (ii) issue any communication to the Bank for stopping or postponing the presentment of the said PDC/EDI (iii) shall not stand surety or as guarantor for any third party liability or obligation.
- u) The Borrower in case of individual shall not leave India for employment or business or long stay or permanently, without first fully repaying the Loan.

- b) If the price of the Asset(s) (in case of acquiring a new Asset) is revised upwards, after the date of execution of these presents, then and in that event, the Borrower(s) shall pay all of the amount (in addition to the amount paid or to be paid by him/them along with the loan as the price of the Asset(s)) that may be required for acquiring the Asset(s) at such revised price and the Bank shall not be liable to pay any amount by way of loan or otherwise for such revision of price of the Asset(s).
- c) Where the loan has been availed for foreclosing an existing loan against any Asset(s) and where the Asset(s) need to be registered with any authority under any law from time being in force, then the Borrower shall within 7 days from disbursement of the Construction Vehicle Loan get the previous charge removed from the Asset(s) certificate and/ or the records of the appropriate registering authority and have the Asset(s) registered with such Registration Authority. In the event such Asset(s) is/are offered as security to the Bank, the registration of the Asset(s) with the relevant authority should be made clearly indicating the fact that such Asset(s) is/are exclusively charged in favour of the Bank. The Borrower shall forthwith deliver a certified copy of Registration certificate (with necessary endorsement, as the case may be) to the Bank.
- d) If the Borrower(s) fails to pay the amount as mentioned herein above within 7 days revision of such price of the Asset(s) or within such period allowed for this purpose by the Dealer/Manufacturer of the Asset(s) whichever is earlier, then and in that event, the Bank may at its sole discretion and as the agent of the Borrower cancel, annul or rescind the booking of the Asset(s) and collect the refund of the booking price (after such deductions as may be made by the Dealer/Manufacturer of the Asset(s)) for adjusting thereof against any amount that may be due and payable by the Borrower(s) to it in terms hereof. For achieving the aforesaid, the Borrower(s) for valuable consideration received irrevocably authorize the Bank to cancel, annul and rescind any booking of the Asset and to receive any refund of booking price of the Asset(s) from the dealer or manufacturer of such Asset(s).
- e) The Borrower(s) shall keep the Hypothecated Asset(s) specifically appropriated to the security herein;
- f) The Borrower shall take consent from the Borrower if the Asset(s) is/are proposed to be removed/ taken outside the territorial borders of the state in which such Asset(s) are registered with the Registering Authority.
- g) The Borrower shall pay all rates, assessments, taxes and other outgoings which are now or hereafter may be assessed, imposed, or payable for the Hypothecated Asset(s) by the Government, Municipal Corporation, Registration Authority or other authority and on demand produce to the Bank every receipt thereof, charges: taxes, assessments or other outgoings.
- h) The Borrower shall allow inspection of the Hypothecated Asset(s) and all documents relating thereto for verification thereof or making valuation by (a) the Bank or (b) its officers, auctioneers, technical experts, management consultants, valuers or any, other persons authorised for the purpose by the Bank.
- i) The Borrower(s) shall not sell, lease, encumber, transfer or otherwise dispose of or suffer or allow suffering any alteration of the vehicle or any attachment thereto (including installation of LPG/CNG Cn) or distress to the Hypothecated Asset(s) or any parts thereof or allowing 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.
- j) If demanded by the Bank, or on the happening of any of the events mentioned below, the Borrower(s) agrees (i) to give immediate actual possession of the Asset(s) to the Bank, its nominees or agents (as the case may be) (ii) to transfer, deliver and endorse all registration, policies, certificates and documents relating to the Hypothecated Asset(s) to the Bank, its nominees or agents (as the case may be); and (iii) 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 i.e. 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, 1988 or any other law for the time being in force to record the charge of hypothecation on the Asset(s), created or to be created in favour of the Bank; submit to the Bank a certified true copy of the registration certificate relevant to the vehicle for which the loan has been taken. This registration certificate will be submitted within 60 days of having taken delivery of the vehicle or 150 days from the date of disbursement of the loan, whichever is earlier. In the event the Borrower(s) does not provide for the registration certificate or create a charge on the Hypothecated Asset(s) as provided for in this Agreement, then in such an event the Bank shall be entitled to treat the same as an event of default and recall the Loan at its sole discretion.

8. Bank's Rights

The Bank shall:

- 8.1 In the event it is unwilling to continue the Construction Equipment/ Vehicle Loan on account of regulatory or other reasons, the Bank shall have the sole right at any time during the tenor of this Agreement to recall the entire or part of the Construction Equipment/ Vehicle Loan without assigning any reason thereof;
- 8.2 Have the sole right to amend at anytime and from time to time any of the terms & conditions of this Agreement including but not limited to revising/rescheduling the repayment terms/amounts of EMI or any other amounts outstanding there under, revision of Interest Rate (including the Default Interest Rate), any other charges or fees, periodicity of compounding of interest, method of effecting credit of the repayments, without assigning any reason and notify such change/revision/amendment to the Borrower(s). The Borrower(s) will be bound by such change/ revision and the Borrower(s) agrees that such revision/change/amendment shall become applicable from date of such revision in the records of the Bank;
- 8.3 Have the right to inspect books of accounts and other records maintained by the Borrower(s);
- 8.4 [at the risk and cost of the Borrower(s) engage one or more person(s) to collect the Borrower(s)'s outstanding and may furnish to such person(s) such documents, information, facts and figures as the Bank thinks fit and may delegate to such person(s) the right and authority to perform and execute all acts, deeds, matter and things connected therewith or incidental thereto as the Bank thinks fit. If any default is committed by the Borrower(s), the Bank and the persons authorized by the Bank may approach the Borrower(s)'s employer and/ or other person(s) and inform him/her of the terms of this Agreement and/ or the default and/ or other matters and receive from him/ her any amount payable by him/her to the Borrower(s);
- 8.5 be entitled at its absolute discretion and in the manner it deems fit to disclose/publish any information about the Borrower(s), its Directors/Partners/Members of the governing body, his/her account relationship with the Bank and/ or any default committed by him/ her in repayment of amounts/payment of interest (whether such information is provided by the Borrower(s) or obtained by the Bank itself and whether inform or repayment conduct, rating or defaults) to its head office, other branch offices, affiliated entities, Reserve Bank of India, other Banks, institutions, CIBIL (Credit Information Bureau (India) Ltd), its auditors, any refinancing agency and such third parties including rating agencies as the Bank may, in its sole and exclusive discretion, deem fit and proper. The Bank shall also be entitled to seek and receive any information as it deems fit in connection with the Construction Equipment/ Vehicle Loan and/ or the Borrower(s) from any third party, and
- 8.6 have the right to store financial data of the Borrower(s). This includes data which is not kept within accounts of the Bank.
- 8.7 have a right to apply and/or appropriate and/or set-off any credit balance of the Borrower(s) or any monies/assets (including but not limited to property, assets, securities, shares, stocks, and the like) belonging to the Borrower(s) coming in the hands of the Bank towards the repayment of Construction Equipment/ Vehicle Loan upon occurrence of Event of Default. However, the Bank shall not be obliged to exercise any right given to it herein.
- 8.8 The Borrower(s) acknowledge that certain services may be outsourced by the Bank to various service provider/ third parties and in pursuance of which Borrower(s) information may be disclosed by the Bank to such service provider/ third parties. The Borrower(s) hereby gives its consent to disclosure by the Bank to such service provider/third parties confidential information relating to Borrower(s) and disclaims any liability that may arise by such disclosure by the Bank.
- 8.9 be entitled at its absolute discretion and in the manner it deems fit and all its group companies and their agents to exchange, share or part with all information relating to Borrower(s) Loan details and repayment history to other Bank's group companies, banks, financial institution, credit bureaus, agencies, statutory bodies etc. as may be required or as they may deem fit and the Borrower shall not hold Bank (or any of its group companies or its/ their agents) liable for use/sharing of this information.
- 8.10 The Bank shall not in any way be liable/ responsible, notwithstanding anything to the contrary under any applicable laws, for any loss, deterioration or of damage to the Hypothecated Asset(s) on any account whatsoever, while the same are in possession of the Bank or by reason of exercise or non-exercise of any rights and remedies available to the Bank as aforesaid.

any recourse or reference to the Borrower. The Borrower undertakes to issue irrevocable instructions to the Manufacturer to, inter alia refund the dues in the event of cancellation of the booking/indent of the Asset(s) directly to the Bank and undertakes to furnish a confirmation to this effect from the Manufacturer.

- j) The Borrower has delivered/agrees to deliver to the Bank as and when called upon to do so blank undated cheque(s) to the extent of the Loan. The Borrower agrees and acknowledges that submission of such cheque(s) shall be deemed to be an unconditional and irrevocable authority given by the Borrower to the Bank to present the cheque(s) for payment and the Borrower warrants that the cheque(s) will be honoured on the first presentation.
- k) The Borrower hereby expressly and irrevocably agree, that he/she shall be stopped in law from taking the plea that on the date the loan agreement was entered into, the exact details of the Asset(s) were not available.
- l) The charge created by the Borrower in clause 5(a) hereinabove shall stand as security to the repayment and payment by the Borrower(s) to the loan granted to be granted to the Borrower(s) by the Bank and of all fees, interest, Fees & Charges, costs and expenses incurred or to be incurred by the Bank hereunder and other monies payable or to become payable by the Borrower(s) to the Bank pursuant to the terms hereof.
- m) The charge herein created shall continue unless and until the Bank shall issue a certificate discharging the security created herein and shall not affect impairment or discharge the liability of the Borrower(s) by winding up (voluntary or otherwise) or by any merger amalgamation, reconstruction, takeover of the management, dissolution, or nationalization (as the case may be) of the Borrower(s), and
- n) The hypothecation shall be deemed to take place immediately on signing of this Agreement or delivery of the Asset(s) as the case may be whichever is earlier.

6. Repayment of the Loan

- 6.1 The Construction Equipment/ Vehicle Loan (including the principal, interest thereon, Fees & Charges and any other charges, premiums, fees, taxes, levies or other dues payable by the Borrower(s) to the Bank in terms of this Agreement) shall be repayable by the Borrower(s) to the Bank;

- (1) at the Branch (or at any branch of Bank or at any other place as may be notified by the Bank);
- (2) irrespective of whether Asset(s) has been delivered or not;
- (3) by way of EMI as mentioned in the Schedule towards repayment of principal and interest, and
- (4) by separate repayments:
 - (a) Towards repayment of default interests, Fees & Charges, fees, charges, taxes, claims, costs and expenses or
 - (b) Towards repayment of interest tax as may be notified by the Bank to the Borrower(s)

Subject to sub-clauses 7.3 and 7.4 herein, the EMI amount shall be arrived at so as to comprise repayment of principal and payment of interest calculated on the basis of interest rate, periodicity of compounding, periodicity of repayment, periodicity of effecting credits in the account so as to aim repayment of the entire liability under the Construction Equipment/ Vehicle Loan at the end of its tenor and the Borrower(s) agrees to continue paying EMIs until all amounts due under the Construction Equipment/ Vehicle Loan have been repaid in full to the Bank. Notwithstanding the aforesaid, the Bank may at any time, without the provision of any reason therefore, require repayment of the Loan amount together interest, dues and all other charges, Fees & Charges, and all other amounts mentioned in the Schedule forthwith and may appropriate all amounts available with the Bank towards these amounts and in such case the Borrower(s) agrees and undertakes to prepay the Loan as mentioned above forthwith.

- 6.2 The Borrower(s) agrees that the copy of the statement of accounts of the Bank duly certified as correct shall be binding on them as sums due and payable under this Agreement.

If any amount payable herein falls due on a day which is not a Business day, then such amount shall be paid on a Business day immediately preceding such a day. Business day shall mean a day on which the lending office of the Bank is open for business and excludes Sundays and public holidays as defined under the Negotiable Instruments Act, 1881.

- 6.3 In case the Borrower(s) does not have an account with the Bank, the Borrower(s) shall provide to the Bank, such number and amount of DCs, drawn in the name of the Bank, as the Bank may intimate to the Borrower(s) while providing the Construction Equipment/ Vehicle Loan. The Borrower(s) agrees that in the event the DCs are lost, stolen, mutilated or destroyed or become non encashable due to any other reason whatsoever, the Borrower(s) shall replace such DCs by handing over fresh DCs to the Bank. The unutilized DCs and any other additional cheque(s) received by the Bank in relation to the loan account shall be destroyed by the Bank post expiry of 30 (thirty) days from the date of closure of the loan account. However, if the Borrower, within the aforesaid period of 30 (thirty) days make a written request to the Bank for the return of the unutilized PDCs/ cheques, the Bank shall cancel and return the said DCs/ cheques to the Borrower.

- 6.4 The Borrower(s) may deliver Electronic Debit Instructions ("EDI") to the Bank itself or to such other bank in which the Borrower(s) maintains his account, in respect to the Construction Equipment/Vehicle Loan Account (which are popularly known as "Standing Instructions") for payment of all EMIs that are payable by the Borrower(s) to the Bank in accordance with this Agreement and the Schedule hereto. For such purpose, the Borrower(s) shall sign and submit the documents/applications and provide all such information/ documents as maybe required for effecting EDI by the Bank or such other bank in which the Borrower(s) maintains his account.

- 6.5 No notice, reminder or intimation will be given to the Borrower(s) regarding his/her obligation to pay the EMI regularly on each due date. It shall entirely be his responsibility to ensure prompt and timely payment to the Bank. Any delay or default in payment of any EMI shall make the Borrower(s) liable to pay to the Bank interest at the Default Interest Rate (for the period of such default) as mentioned in the Schedule, besides constituting a default, thereby making all sums due under this Agreement due and payable to the Bank forthwith.

- 6.6 All repayments of principal and payment of interest and all other amounts by way of EMI or otherwise shall be given effect to (only upon realization of Cheque/Demand Drafts) in accordance with the method of effecting payment as stated in the Schedule or as adopted by the Bank, from time to time.

EMIs may be either fixed or growing EMIs, the indicated EMI shall be the EMI for the first repayment.

- 6.7 The Borrower(s) shall not be allowed to prepay the Construction Equipment/Vehicle Loan and the interest thereon unless the Borrower(s) has paid first 6 (six) monthly installments fully. Pre payment in part or full may be allowed by the Bank at any time after the payment of the first 6(six) monthly installments, by giving the Bank written notice of 30 days in advance. In such event the Borrower(s) shall, in addition to the principal amount of the Construction Equipment/Vehicle Loan then outstanding and other costs, expenses and charges as mentioned in this Agreement, also be liable to pay to the Bank on the expiry of the said 30 day period an amount equal to the interest thereon till the date of payment and additional charges as mentioned in the schedule and the principal outstanding as on the date of prepayment. The Borrower(s) shall also pay such prepayment charges as may be indicated in the Schedule. Part prepayment of the Loan may be allowed by the Bank at its sole discretion subject to payment of prepayment charges as stipulated in the Schedule herein or such other charges as may be stipulated by the Bank. In the event the part Pre-payment is allowed by the Bank, the Repayment Schedule shall be amended/modified by the Bank and the Borrower(s) shall repay the loan as per the revised Repayment Schedule.

7. Covenants for the Asset(s)

- a) The Borrower and the Bank confirm that the Asset(s) price has been computed taking into regard all applicable taxes, levies, duties as on the date of execution of these presents. The Borrower(s) agrees that the installments/EMI shall be increased by any fresh imposition or increase in Asset(s) price, taxes, duties, levies and charges during the subsistence of these presents or that are or may be levied on the installments or the transactions hereunder or are or may become payable to the Bank by virtue of entering into these presents. In the event of such taxes, duties, levies and charges increasing during the period of placing of the order for the Asset(s) and its acceptance and eventual delivery to the Borrower(s), such increase shall be borne by the Borrower(s).

charges are the rates currently prevalent and can be changed and/or fresh/new charges can be added to, anytime and from time to time, at the sole and absolute discretion of the Bank and such charges shall be binding on the Borrower(s).

4. Conditions Precedent

- 4.1 Condition Precedent to sanction of the Loan: The Bank may at its sole discretion not disburse any amount under the Construction Equipment/ Vehicle Loan unless the following conditions are complied by the borrower to the satisfaction of the Bank.
- (a) The Borrower(s) procures and furnishes a duly filled Application Form to the Bank;
 - (b) The Borrower(s) submits to the satisfaction of the Bank, proof of ownership of the property, constitutional documents, audited financial reports, list of vehicles, and/or any other documents which may be called for or required by the Bank for sanction of the Loan
- 4.2 Condition Precedent to disbursement of the Loan: The Bank may at its sole discretion not disburse any amount under the Construction Equipment/ Vehicle Loan unless the following conditions are complied by the borrower to the satisfaction of the Bank.
- (a) This Construction Equipment/ Vehicle Loan Agreement is duly executed and delivered to the Bank by the Borrower(s)
 - (b) The Borrower(s) procures in favour of the Bank, a Guarantee as maybe required by the Bank at its sole discretion, of such person such as may be approved by the Bank, for guaranteeing repayment of the Construction Equipment/ Vehicle Loan with interest and all other amounts payable in respect thereof;
 - (c) The Borrower(s) submits to the satisfaction of the Bank, proof registration in case of registrable Assets, insurance policies evidencing valid insurance cover, authority letter of the Borrower (based on the nature of the Borrower);
 - (d) The Borrower(s) submits to the Bank, Dated Cheques (DCs) towards repayment installments, insurance renewal of the Vehicle(s);
 - (e) The Borrower(s) submits to the Bank, pro-forma invoice of the proposed Assets on the Manufacturer/Dealer's/ Body Builder's letterhead;
 - (f) The Borrower to submit margin money cheques, (if applicable) if the payment is made by cheque to the Bank or margin money receipt (if applicable) in the event the margin payment is made to the Manufacturer or Dealer;
 - (g) The Borrower(s) submits to the Bank, cheques, authorization for debit for the Processing Charges, Fees & Charges as stated in the Schedule; and
 - (h) Any other document or writing as the Bank may require at its sole discretion
- The Bank may not, having disbursed any amount, disburse any further amount under the Construction Equipment Loan, unless the following conditions are complied in the sole discretion of the Bank before such further disbursement.
- (a) No event of default as specified in Clause 9 hereinafter shall have occurred.
 - (b) The Borrower(s) shall have produced evidence of the utilization of prior disbursements and also in respect of proposed disbursements.
 - (c) The Borrower(s) shall have produced his/ her periodic financial statements, and
 - (d) The Borrower(s) shall have produced all other documents or writings as required by the Bank at its sole discretion.
- 4.3 The Borrower further acknowledges and confirms that : the disbursement of the Loan is solely at the discretion of the Bank and may depend on various factors like, drawings beyond the limit specified in the Schedule, honouring cheques issued for other than the purpose, classification of the Borrower(s)'s account as a non-performing asset or on account of non-compliance with the terms of sanction. The Bank does not have an obligation to meet further requirements of the Borrower (s) on account of growth in business etc. without proper review of credit limit.

5. Security for the Construction Equipment/Vehicle Loan

- a) In consideration of the Bank having granted or agreed to grant to the Borrower(s) the Construction Equipment/ Vehicle Loan, subject to the terms and conditions mentioned herein, the Borrower(s) hereby hypothecates to and charges in favour of the Bank by way of first and exclusive charge on the Assets(s) for the payment to the Bank of all monies due and payable to the Bank, including the outstanding balance of the Loan, as also the monies due on all Bills of Exchange, promissory notes or other negotiable instruments which the Bank may have discounted or become interested in as also all interest, costs, charges and expenses, all of which shall be construed as 'balance due to the Bank' and agrees to obtain an endorsement to that effect on the registration certificate from the concerned Registering Authority. The Borrower agrees and confirms that any additions, improvements or attachments to the hypothecated Assets whether made or carried out by the Borrower or otherwise and whether at the cost of the Borrower or otherwise and whether with or without the approval of the Bank shall be deemed to constitute to be a part of the hypothecated assets and shall be subject to the terms and conditions of this agreement in the same manner prior to such addition/improvement or attachment. In the event the Asset is treated as 'Motor vehicle' and registrable under the provisions of the Motor Vehicles Act, 1998, the Borrower shall get an endorsement on the registration certificate that the Asset(s) are hypothecated.
- b) The Borrower agrees that the hypothecated Assets shall also be a security for all other monies that may be due and payable by the Borrower to the Bank on any account, whatsoever present and future, including the liability of the Borrower as a surety or co-obligor; and (b) the credit facility (ies) to be granted/ continues to the group companies/associate of the Borrower as declared.
- c) The Borrower(s) confirms that all the Hypothecated Asset(s) are the absolute property of and at the sole discretion of the Borrower and carries no prior lien and is free from any encumbrances. Provided that if the Asset(s) (to be acquired) has not been delivered to and/ registered in the name of the Borrower(s) at the time of signing of these presents, the particulars of the Asset(s) shall be informed in writing by the Borrower(s) within two days of such delivery and/or registration, whereupon such writing shall form part of the Schedule and this Agreement hereon;
- d) That the Bank is not responsible for delivery of duly endorsed registration certificate and that the Borrower(s) shall not withhold payment of installments on the pretext that registration certificate has not been delivered.
- e) The Borrower undertakes to further secure the Loan and create such further security and execute such other documents as may be required by the Bank from time to time;
- f) The Borrower confirms to pay all rents, taxes, outgoings and other charges in respect of the garages and other premises in which the hypothecated assets are stored or may be kept. The Borrower shall also ensure that such garages and other premises are fully ensured to the extent of the full market value thereof against the loss or damage by fire, riot or any such risks as may be determined by the Bank. The Borrower shall assign to the Bank every such policy of insurance and shall pay the Bank all proceeds of any policy received by the Borrower. If any amount is received from the Insurance company under any policy or policies of insurance, the amount so realized shall be utilized at the discretion of the Bank;
- g) The Borrower shall not encumber or transfer the Hypothecated Asset(s) in any manner whatsoever without prior written consent of the Bank during the tenure of the Loan facility. Any direct or indirect transfer of the Asset(s) would be deemed to be a breach of trust under this Agreement and necessitate appropriate proceedings against the Borrower.
- h) The Borrower shall submit or deposit as and when directed or called upon by the Bank, statements or information or any documents regarding the hypothecated Asset(s) in the form and manner as prescribed by the Bank. Such statements or information or details shall be delivered to the Bank within the period or duration specified by the Bank and shall be authenticated by the authorized representative(s) of the Borrower.
- i) The Borrower hereby irrevocably and unconditionally authorizes the Bank to cancel the booking/indents of the Asset(s) at the absolute discretion of the Bank without

added as the principal amount to the Construction Equipment/Vehicle Loan granted herein and shall form part of the Construction Equipment/Vehicle Loan. The Borrower shall pay to the Bank the amounts towards insurance premium, as mentioned above which may be loaded to the installments. The insurance premium being a part of the Construction Equipment/Vehicle Loan may be disbursed by the Bank directly to such an insurance company approved by the Bank and such disbursement shall be deemed to be disbursement to the Borrower. Without prejudice to what is stated hereinabove, the Borrower(s) shall at its own expense during the continuance of the security, keep the Hypothecated Asset(s) covered under comprehensive risk, including riot, civil commotion risk, 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 premiums in respect of such insurance and produce and deliver as 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(s) agrees and undertakes to keep and maintain in good and marketable condition the Asset(s) at his own expense and replace all such parts which are broken or damaged with new parts. In this regard, the Borrower(s) agrees to avail of the services of Authorized Service Agents of the Asset(s) manufacturer to effect repair or service of the Vehicles.
- 10.4 If the Borrower fails to comply with any of the terms and conditions mentioned herein the Bank may, but shall not be obliged to, take steps to keep and maintain the Asset(s) or insure or renew the insurance of the Asset(s) at the costs and expense of the Borrower(s), which amount shall be reimbursed by the Bank.
- 10.5 The Bank at its option shall be entitled to adjust, settle or compromise in any manner whatsoever at the Borrower(s) costs any dispute arising under or in connection with the insurance policy or any claims arising thereunder and appropriate all monies towards settlement of the Construction Equipment/Vehicle Loan and the amounts outstanding or arising thereunder.
- 10.6 Borrower accepts that the Bank shall not be liable for any loss on account of non-renewal of insurance of the Asset(s) and any delay or non-payment by the insurance company or any settlement of claim at the option of the Bank.

11. Events of Default

The Bank may, by a written notice to the Borrower(s), declare the Construction Equipment/Vehicle Loan to have become due and payable forthwith upon the occurrence of any one or more of the following events:

- a) The Borrower(s) fails to pay to the Bank any amount on or before and payable under this Agreement (including an EMI) or furnish the DCs or any other document/agreement as may be required by the Bank from time to time or if any DCs are dishonoured or EMI are not acted upon.
- b) The Borrower(s) fails to pay to any person other than the Bank any amount on or before due date and payable or any person other than the Bank demands repayment of the loan or dues or liability of the Borrower(s) to such person ahead of its repayment terms as previously agreed between such person and the Borrower(s).
- c) The Borrower(s) defaults in performing any of his/her obligations under this Agreement or breaches any of the terms & conditions of this Agreement.
- d) The Borrower(s) resigns, retires or is discharged or removed from the employment he/she was engaged or changes, discontinues his profession on the date of this Agreement;
- e) Any of the information/document provided by the Borrower(s) to avail the Construction Equipment/Vehicle Loan or any of the Representations and Warranties contained herein or Application form is being found to be or becoming incorrect or untrue;
- f) If the Borrower(s) is in breach of any term or condition of this Agreement (including in respect of repayment of the Loan Balance);
- g) On the death/lunacy or other disability of the Borrower(s);
- h) If the Borrower(s) becomes person resident outside India under the provision of Foreign Exchange Management Act, 1999;
- i) If there is reasonable apprehension that the Borrower(s) is unable to pay his/her debts or any person other than the Bank commencing proceedings to declare the Borrower(s) insolvent or if the Borrower(s) shall become bankrupt or insolvent or commit act of insolvency.
- j) The Borrower(s) fails to pay any insurance premium for the Asset(s) or charges or amounts in terms and conditions hereof;
- k) The Asset(s) is confiscated, attached, taken into custody by any authority or subject to any execution proceedings,
- l) The Asset(s) is/are endangered or damaged extensively due to any accident or otherwise rendering it unfit for use,
- m) Borrower(s) fails to pay any tax, impost, duty or any imposition or comply with any any other formalities required for the Assets(s) under law from time to time;
- n) The Asset(s) is/are stolen or untraceable for a period of 30 days or any reason whatsoever,
- o) Borrower(s) fails to supply a certified true copy of the registration certificate within the time specified by the Bank,
- p) Borrower(s) failing to submit the particulars of the Asset(s) to the Bank as and when demanded,
- q) The Asset(s) is/are used or alleged to be have been used for any illegal purpose or activity,
- r) The Borrower fails or neglects to observe or perform, adhere to and comply with or commits a breach of any of the terms and conditions of this Agreement or any other agreement entered into by the Borrower with the Bank;
- s) The Borrower committing a breach of any other agreement entered into by the Borrower with the Bank or the Bank's companies or group entity or any other person, body or entity. Any of the group companies/associates of the Borrower defaulting in the terms and conditions of any agreement entered into between any of them and the Bank or Bank's group companies.
- t) There existing any other circumstances which, in the sole opinion of the Bank, jeopardize the Bank's interest.

The Borrower(s) agrees and confirms that the Bank may at its absolute discretion appropriate any payments made by the Borrower(s) under this Agreement towards another agreement or transaction entered into by the Borrower(s) and towards any other indebtedness of the Borrower(s) and such appropriation shall be final and binding upon the Borrower(s) who shall continue to remain indebted to the Bank for payment of the dues under this Agreement in respect of which such sums of money have been paid but were appropriated towards another agreement or transaction entered into by the Borrower(s) or towards another indebtedness of the Borrower(s).

It is clarified that upon occurrence of an Event of Default, the Bank shall be entitled to adopt civil, criminal and/or other legal proceedings against the Borrower(s), for dishonour of cheques under Section 138 of the Negotiable Instruments Act.

12. Bank's Right on Default

In the event of the Borrower(s) committing any act of default as mentioned hereinabove, notwithstanding anything in contrary, the Bank shall be entitled to exercise its absolute discretion to inter alia:

- a) Call upon the Borrower(s) by issuance of a 7 days loan recall notice (or forthwith in exceptional scenarios as mentioned hereinafter) to pay forthwith the outstanding amount of the loan together with the interest and all sums due and payable by the Borrower(s) under this Agreement. The requirement of 7 days notice will be dispensed with if any fraud is perpetrated by the Borrower or persons/entity providing securities or if the effect or consequence of an event, circumstance, occurrence or condition caused in the opinion of the Bank, as of any date of determination, or could reasonably be expected to cause a material and adverse effect on: (i) the financial position of the Bank, or (ii) the business of the Bank.

business or operation of the Borrower, the persons/entities providing the securities or any Person who is party to any loan/security documents executed in connection with the credit facilities provided to the Borrower; (ii) the ability of the Borrower, to perform their respective obligations under the loan/security Documents; (iii) the legality, validity or enforceability of any of the loan/security documents executed for the benefit of the Bank (including the ability of Bank to enforce any of its remedies under the loan/security documents executed in connection to the credit facilities sanctioned to the Borrower.

- b) **Repossession of the Asset(s):** To take possession of the Hypothecated Asset(s) after expiry of the notice period mentioned in clause (a) above from wheresoever it may be stored/kept/parked the Asset(s) including all accessories, body work, and fittings and for that purpose, it shall be lawful for the Bank or the Bank's authorized representatives, servants, agents, officers forthwith or any time enter upon the premises or garage where the Hypothecated Asset(s) shall be lying and kept and to take possession or recover or receive the same if necessary to break open such place of storage. Any damage to the land or building caused by removal of the Asset(s) shall be the sole responsibility of the Borrower(s). The possession as contemplated in the aforesaid clause would be done in conformity with the recovery policy of the Bank which is available in the Banks website www.yesbank.in, the terms whereof are deemed to be part and parcel of these presents.
- c) To take all necessary steps as fully and effectively as the Borrowers could take to dispose off the Assets at the risk and cost of the Borrowers in all respect after issuance of a pre-sale notice intimating the Borrower/security provider of the proposed sale. The notice amongst others shall grant the Borrower/security provider reasonable time to repay the outstanding debt due and payable to the Bank. In case the Borrower/security provider pay the due and payable amount to the satisfaction of the Bank within the time lines mentioned in the pre sale notice, the proposed sale shall be called off by the Bank and the Assets shall be handed over back to the Borrower/security provider at the costs and expense of the Borrower/security provider. On the contrary, if the Borrower/security provider fails to pay the due and payable amount within the time lines prescribed, Bank shall proceed to sell the Assets either through public or private auction as deemed appropriate.
- d) The Borrowers shall not raise any objection to the regularity of sale or other disposition made by the Bank nor shall the Bank be responsible for any loss that may arise from any act or default on the part of any broker or auctioneer or other person or body employed by the Bank or the receiver for the purpose of the sale or disposition.
- e) In the event of there being any surplus available of the net proceeds of such sale after payment in full of the balance due to the Bank, it shall be lawful for the Bank to retain and apply such proceeds together with any money or monies belonging to the Borrower for the time being in the hands of the Borrower or under whatever account as far as the same shall extend against in or towards liquidation of any monies that shall be or may become due from the Borrower or any of its group companies/associates/guarantors/directors/promoters to the Bank or the Banks group companies.
- f) The Borrower expressly recognizes and accepts that the Bank shall, without prejudice to its rights to perform such activities either itself or through its officers or servants and be absolutely entitled and have full power and authority to appoint one or more third parties at the sole discretion of the Bank and to transfer or delegate to such third parties the right and authority to collect on behalf of the Bank all unpaid amounts and to perform and execute all acts, deeds, matters and things connected therewith or incidental thereto.

13. Assignment and Transfer :-

- a) The Bank shall have right to sell or transfer (by way of assignment, securitization or otherwise) the whole or part of the Construction Equipment/ Vehicle loan in such manner and on such terms and conditions as the Bank may decide at its sole discretion.
- b) The Borrowers expressly agrees, in the event of sale or transfer as aforesaid, to accept such person to whom the Construction Equipment/ Vehicle loan is sold or transferred as his/her lender and make the repayment of the Construction Equipment/ Vehicle loan to such person in the manner directed by the Bank.
- c) The Borrower shall not be entitled to transfer or assign any of his/her rights under the Agreement.

14. Miscellaneous

- 14.1 The Borrower and the Bank agree that in any legal action or proceeding arising out of or in connection with this Agreement, the entries made in the Books of Accounts maintained by the Bank shall be prima facie evidence of debt and of all amounts payable, as therein recorded, by the Borrower(s) to the Bank;
- 14.2 If at any provision hereof is or becomes illegal, invalid or unenforceable in law, neither the legality, validity nor enforceability of the remaining provision hereof, nor the legality, validity or enforceability of other provisions shall in any way be affected or impaired thereby.
- 14.3 The Borrower and the Bank agree that any delay or omission by the Bank in exercising any of its rights, powers or remedies as the lender of the Construction Equipment/Vehicle Loan under this Agreement and other documents pursuant hereto shall not impair the right, power or remedy or be construed as its waiver or acquiescence by the Bank.
- 14.4 Any waiver or forbearance or delay on the part of the Bank to insist upon the performance of any terms and conditions of Agreement or to exercise any right or privilege conferred in this Agreement or to demand any penalties resulting from any breach of any of the terms and conditions of this Agreement shall not be construed as a waiver on the part of the Bank of any of the terms and conditions of this Agreement or any of its rights or privileges or any other default on the part of the Borrower and all such original rights and powers of the Bank under this Agreement will remain in full force, notwithstanding any such forbearance or delay.
- 14.5 The Borrower and the Bank confirm that this Agreement and its Schedule and any other documents executed pursuant to this Agreement shall represent one single Agreement between the Parties.
- 14.6 Any notice under this Agreement shall be in writing and sent to the address stated in the Schedule. The Borrower(s) shall forthwith inform the Bank of any change in his/her address.

This Agreement shall be subject to Indian laws

Unless the same falls within the jurisdiction of the Debts Recovery Tribunal established under the Recovery of Debts due to Banks & Financial Institution Act, 1993, any and all claims and disputes arising out of or in connection with this Agreement or its performance shall be settled by arbitration by a single Arbitrator to be appointed by the Bank. The arbitration shall be held, in the city where lending office of the Bank is situated, in accordance with the provisions of the Arbitration and Conciliation Act, 1996.

Subject to the provisions of the Recovery of Debts due to Banks & Financial Institutions Act, 1993 and the arbitration provisions under Clause 11.7 herein, the Courts in the city where lending office of the Bank is situated shall have exclusive jurisdiction in relation to this Agreement and all matters arising in connection herewith.

Reference to the term Borrower(s) shall mean and include the Co-Borrower(s), if applicable. All undertaking, representations shall be deemed to be made by each Borrower, singly and jointly. Each Borrower shall be jointly and severally responsible for performance of the terms of this Agreement including repayment of the Construction Equipment/Vehicle Loan, charges and interests thereon.

The Borrower/Co-Borrower hereby expressly acknowledge and confirm that the Borrower/Co-Borrower have read, verified, understood, irrevocably agreed to and accepted all the terms and conditions contained in Page No. 1 to Page No. 9 and hereby record and agree to abide by the same by affixing signatures and seals.

⇒ 1. Borrower

Director

⇒ Co-Borrower

SCHEDULE OF CHARGES

Loan Account No.		Location	Hyderabad
Agreement Date		Borrowing Purpose(Personal/ Commercial Use)	Personal
Borrower Constitution	PVT LTD	Borrower/Co-Borrower Contact#	9666443299
Name Of Borrower	MODI PROPERTIES PRIVATE LIMITED		
Name Of Co-Borrower			

Details	Vehicle 1	Vehicle 2	Vehicle 3
Dealer/Manufacturer/Seller Name	Sree Krishna Automotives hyd pvt ltd		
Dealer/Manufacturer/Seller Location	Hyderabad		
Equipment Vehicle Make & Model	Land Rover Discovery		
Year of Manufacture	2019		
Engine Number			
Chassis Number			
Vehicle Registration Number			
Machine Serial Number			
Asset Cost			
Loan Amount	6500,000		
Loan Tenor			
Fixed Interest Rate (Customer IRR)	___ % p. a.	___ % p. a.	___ % p. a.
Floating Rate of Interest (MCLR +/- margin)	___ % p.a. computed at monthly rests	___ % p.a. computed at monthly rests	___ % p.a. computed at monthly rests
Interest Reset Date (if MCLR)			
Additional Interest Rate (if MCLR)	Arrears		
EMI Scheme			
Arrears/Advance			
Advance EMI (Number)			
Advance EMI (Amount)			
EMI (Number)			
EMI (Amount)			
EMI Start date			
EMI End date			
Installment Frequency	monthly		
Asset Category			
Moratorium			

Charges	Auto & Two Wheeler Loan	Commercial Vehicle Loan	Construction Equipment Loan
Cheque Bounce Charges	Rs. 750 per Bounce	Rs. 500 per Bounce	Rs. 750 per Bounce
Cheque Swapping Charges	Rs. 750 per transaction	Rs. 500 per transaction	Rs. 750 per transaction
Stamp Duty charges	At Actual	At Actual	At Actual
Part Prepayment charges	3% of Principal being pre-paid	Not Applicable	Not Applicable
Loan Cancellation and Re-Booking Charges	Rs. 1000 (Cancellation and Interest charges will be borne by the customer)	Rs. 3000 per loan	Rs. 3000 per loan
Loan Re-schedulement charges	As applicable at the time of Re-schedulement	Rs. 2500 per loan	As applicable at the time of Re-schedulement
Processing Charges Amount	Upto 1% of Loan Amount or Rs.10000 whichever is higher.	Upto 1% of Loan Amount	Upto 1% of Loan Amount
Late Payment Charges	2% per Month	2% per Month	2% per Month
Transaction/Other Charges	At Actuals	At Actuals	At Actuals
Asset Verification Charges	At Actuals	At Actuals	At Actuals
Non submission of RC book or Original Form 21 / 22 within 90 days of disbursement	NA	NA	Rs. 10,000 one-time charge to be levied

For MODI PROPERTIES PVT. LTD.

⇒ 2. Borrower

Director

⇒ Co-Borrower

Charges	Auto & Two Wheeler Loan	Commercial Vehicle Loan	Construction Equipment Loan
Prepayment charges	From 07 months to 12 months (from 1st EMI) - 6% of outstanding From 13 months to 24 months (from 1st EMI) - 5% of outstanding Post 24 months (from 1st EMI) - 3% of outstanding	From 07 months (from 1st EMI) - 4% of outstanding	From 07 months (from 1st EMI) - 4% of outstanding
Duplicate NOC / NDC Issuance charges	Rs. 750 per NOC	Rs. 500 per NOC/NDC	Rs. 750 per NOC/NDC
Loan Statement charges	Rs. 750 per statement	Rs. 500 per statement	Rs. 750 per statement
Amortization Schedule Charges	Rs. 750 Per Schedule	Rs. 500 Per Schedule	Rs. 500 Per Schedule
Prepayment Statement charge	NA	Rs. 100	Rs. 500 (prepayment within 15 days will be deducted from charges)
Revalidation of NOC Charges	NA	Rs. 500 per NOC	Rs. 500 per NOC
NOC to convert from Commercial to Private Registration & Vice Versa	NA	Rs. 2000 per NOC	Rs. 2000 per NOC
Special NOC	Rs. 500 Per Request	NA	NA
Legal /Collections/Repossession & Incidental Charges	At Actuals		At Actuals
Insurance Premium Amount	At Actuals	At Actuals	At Actuals
Insurance Sum Assured	At Actuals	At Actuals	At Actuals
Insurance Term	At Actuals	At Actuals	At Actuals

The Interest Rate is subject to variation in consonance with RBI directions, statutory and regulatory requirements, conditions of money market, availability of credit funds etc. MCLR and Margin are subject to change from time to time;

Notwithstanding anything contained hereinabove:

- (i) The Bank shall be entitled to reset the Margin on the Interest Reset Date and the MCLR on first day of every subsequent month/quarter/ half year/ annual or at such frequency as the Bank deems fit.

For the purpose of MCLR reset:-

- Month shall mean 1st day of each calendar month;
- Quarter shall mean April 1, July 1, October 1 and January 1 of every year;
- Half year shall mean April 1 and October 1 of every year; and
- Annual shall mean April 1 of every year;

- (ii) The Bank shall also have the right to reset the Margin consequent to any change in the MCLR. Further, the Bank shall have the right to reset the MCLR as well as the Margin upon occurrence of any of the following:

- RBI revising the standard provisioning requirements for banking assets; or
- RBI enhancing the risk weightage norms for banking assets; or
- RBI changing the norms for classification of banking assets; or
- downward revision in the credit rating of the Borrower and/or third party security provider by a Credit Rating Agency and /or internal ratings;
- occurrence of an Event of Default or Potential Event of Default; or
- Bank's internal reviews and/or changes in externally prevailing directives of regulatory authorities; or
- RBI changing the methodology for computation of base rate/MCLR from time to time.

- (iii) Upon reset of the Margin and MCLR in accordance with this Clause, the Bank shall notify to the Borrower of such reset and revised Interest Rate and the Borrower shall, pay to the Bank interest on the Facilities at the revised Interest Rate.

- (iv) If any interest remains unpaid on the Due Date, then the unpaid interest shall be compounded monthly. Subject to revision from time to time at the sole discretion of Bank and/or pursuant to RBI guidelines.

Address of the Concerned Branch:

The Interest Rate is subject to variation in consonance with RBI directions, statutory and regulatory requirements, conditions of money market, availability of loanable funds etc.

a) Penal Interest Rate: 84 b) Tenure: _____ c) Repayment: S1

For MODI PROPERTIES PVT. LTD.

⇒ 3. Borrower

Director

⇒ Co-Borrower

DEMAND PROMISSORY NOTE

Rs. 6500000/-

ON DEMAND, I/We the undersigned, Mr./Ms./M/s MODI PROPERTIES PRIVATE LIMITED jointly and severally promise to pay to YES BANK or order at its Office/Branch at Begumpet or wherever else demanded, the

Rs. 6500000/-
(Rupees Sixty Five Lakh Rupees only) together with interest thereon from the date hereof, at _____ cent per annum or such other rate the Bank may fix from time to time, payable with monthly/instalments, for value received. Presentment for payment, noting and protest of this hereby irrevocably and unconditionally waived.

For MODI PROPERTIES PVT. LTD.
F S
Director

(Signature)

⇒ 4. (Name of the Borrower) MODI PROPERTIES PRIVATE LIMITED

For MODI PROPERTIES PVT. LTD.
Revenue Stamp of Re. 1
Director

(Signature)

(Name of the Borrower) SOHAM SATISH MODI

LETTER OF CONTINUITY FOR DEMAND PROMISSORY NOTE

To,
YES BANK LTD.

_____ Branch

(Address)

Dear Sirs,

I/We refer to the Demand Promissory Note for ₹ _____ (Rupees _____ only) dated _____ duly signed and delivered by me/us to you, as security for the repayment of amounts due under facility of _____ to me/us, at present outstanding as also for the repayment of any further amount, which I/We may avail hereafter from you. I/We hereby agree, confirm and undertake that

- the said Demand Promissory Note shall operate as a continuing security to you to be enforceable for the repayment of the ultimate balance or all remaining unpaid under the said _____ facility now or hereafter; and
- I/We are to remain liable on the said Demand Promissory Note notwithstanding the fact that by payment made into the account of the _____ from time, the said _____ may from time to time be reduced or extinguished or even that the balance of the said account is may be at credit.

I/We hereby agree as a pre-condition of the _____ Credit facility given to me/us by the Bank that in case I/We commit default in the _____ amounts due under the aforesaid facility or in the repayment of interest thereon or any of the agreed instalment of the loan on due date/s, the Bank and/or the Reserve Bank of India will have an unqualified right to disclose or publish my/our name or the name of our company/firm/unit and its directors/partners/proprietors as defaulter in such _____ and through such medium as the bank or Reserve Bank of India in their absolute discretion may think fit.

I/We understand that as a pre-condition, relating to grant of the _____ Credit facility to me/us, YES Bank, requires my/our consent for the disclosure by the Bank of information and data relating to me/us, of the credit facility availed of/to be availed, by me/us, obligations assumed/to be assumed, by me/us, in relation thereto and of any, committed by me/us, in discharge thereof.

Accordingly, I/We hereby irrevocably and unconditionally agree and give consent for the disclosure by YES Bank of all or any such:

- Information and data relating to me/us;
- The information or data relating to any credit facility availed of/to be availed, by me/us and
- Default, if any, committed by me/us, in discharge of my/our such obligation, as YES Bank may deem appropriate and necessary to disclose and furnish to Information Bureau (India) Limited and any other agency authorised in this behalf by RBI.

I/We declare that the information and data furnished by me/us to YES BANK are true and correct.

For MODI PROPERTIES PVT. LTD.

⇒ 5. Borrower

Director

⇒ Co-Borrower

The Loan Facility shall be paid by Equated Monthly Installments (EMIs) as enumerated below:

1. Equated Monthly Installments (EMIs) comprising interest and principal: ₹ _____
(Rupees _____ Only) each
2. Advance EMI: ₹ _____
3. Late payment charge to be paid per EMI due per month of delay every month: ₹ _____

The first EMI shall be paid on or before _____ and subsequent EMIs shall be paid by _____ of each succeeding month and rate of interest may get impacted depending on the date of disbursement and the said rate will be the final rate of interest to the customer.

Notwithstanding anything contained herein above, the Bank may in its sole discretion revise the amount of EMI or the period and the periodicity of payment of EMI. Further, the loan granted herein is callable on demand in the absolute discretion of the Bank. In the event of recall by the Bank, the outstanding loan facility shall become due and payable forthwith.

4. Availability Period: _____

The Borrower(s) declares that the Agreement was duly read and understood by him/her/it prior to Affixing signatures(s) hereunder.

THE PARTIES HERETO HAVE SIGNED THIS AGREEMENT IN ACCEPTANCE OF ALL THE TERMS AND CONDITIONS STATED HEREINABOVE ON THE DAY AND PLACE AFORESAID.

MODI PROPERTIES PVT. LTD.,



Signature

Name of the Borrower(s):

Director



Signature

Name of the Co-Borrower(s)

In case of Company

For Borrower

The Common Seal of _____ limited has been affixed hereto pursuant to the resolution of its Board of Directors passed at its meeting held on _____ in the presence of Mr. _____ and Mr. _____ and countersigned by Mr. _____ authorized signatory.

For Co-Borrower

The Common Seal of _____ limited has been affixed hereto pursuant to the resolution of its Board of Directors passed at its meeting held on _____ in the presence of Mr. _____ and Mr. _____ and countersigned by Mr. _____ authorized signatory.

In case of Partnership Firm

For _____ (Borrower)

For _____ (Co-Borrower)

1. _____
2. _____
3. _____

1. _____
2. _____
3. _____

(Signature in individual capacity as also as Partners of M/s _____)

In case of Sole Proprietorship Firm

For _____ (Borrower(s))

For _____ (Co-Borrower(s))

Name of Proprietor

Name of Proprietor

In case of Society/Trust

SIGNED AND DELIVERED by within named Borrower M/s _____ through the hands of its duly authorized signatory Mr. _____ (Designation) in the presence of Mr. _____

SIGNED AND DELIVERED by within named Co-Borrower M/s _____ through the hands of its duly authorized signatory Mr. _____ (Designation) in the presence of Mr. _____

STANDING INSTRUCTION FOR REPAYMENT OF EMI

Date:

To,

The Manager

YES Bank Ltd.,

Dear Sir,

Subject: Debit Authorisation for deduction of EMI towards loan sanctioned to us.

I/We have applied for a loan of _____ from YES BANK Limited and accordingly a loan of _____ has been sanctioned to me/us vide your offer letter dated _____.

In respect of the above loan, I/we hereby irrevocably authorise you to debit an amount of _____ (Rupees) Term Loan sanctioned to us. _____ Only) every month from my Account No. _____ towards the EMI for the

I/we am/are aware that on the faith of this undertaking you have agreed to provide the said loan to me/us.

Thanking you,

Yours truly

(In case of Individual)

⇒ Signature

8. Name of the Borrower(s):

(In case of Sole Proprietorship Firm)

For _____

⇒

Name of Sole Proprietor:

SOLE PROPRIETOR DECLARATION

To
YES BANK LIMITED,

Date:

Re: Opening of a new account in the name of _____ and availing of _____ facility

With reference to the captioned account opened and facility granted by you, I hereby declare as follows:

I, the undersigned, am the sole proprietor of the firm having office at _____.

I shall be solely responsible for the liabilities thereof. I shall advise you in writing of any change that takes place in the constitution of the firm and I will be liable to you for any obligation which may be standing in the firm's name in your books on the date of the receipt of such notices and until such obligations shall have been liquidated.

I further declare that the proceeds of the above facility sanctioned to us for _____ will be used exclusively for the purpose of _____ (purpose to be mentioned)

Yours faithfully,

⇒

For _____

Signature Name:

(Firm's Authorised Signatory Stamp to be affixed)

DECLARATION FOR SUBMISSION OF CHEQUE(S)

To,

YES Bank Ltd.

Address :

Sir,

Subject: Credit facilities amounting Rs. 6500,000

At the request of MODI PROPERTIES PRIVATE LIMITED ("the Borrower"), YES Bank Limited ("Bank") had granted credit facilities of Rs. 6500,000 Sixty Five lakh only to the Borrower for the purpose of Auto loan ("the Facility") and the same has been availed by the Borrower.

Towards due and prompt repayment and discharge of the Borrower's outstanding debt obligations under the Facility ("Outstanding Debt Obligations"), the Borrower hereby delivers to Bank, cheque(s) (as detailed in Annexure attached hereto) drawn in favour of Bank, to discharge Borrower's pecuniary obligations.

The Borrower hereby authorise and empower Bank/its officers to present the cheque(s) (more particularly described in Annexure 1 hereto) in terms of Section 20 of the Negotiable Instruments Act 1881 towards repayment of our Outstanding Debt Obligations.

All the above facts are true and correct and the Borrower has executed this declaration out of its free will and volition.

Dated at Hyderabad this 21 day of Aug 2018

Sr. No.	Cheque Number	Cheque Date	Amount (Rs.)

For _____

MODI PROPERTIES PVT. LTD.

Co-Borrower Name: _____

6. Borrower Signature: _____

Director

Co-Borrower Signature: _____

PSL Document

CAS ID

Applicant Name:

Purpose of Loan:

Loan Amount: Rs.

Manufacturing Sector -

P & M: Rs.

Service Sector -

Equipment: Rs.

Agriculture Sector -

Agricultural Holdings: Acres

Mini

☐ <= 10 Lacs

Mini

☐ <= 4 Lacs

Micro

☐ 10 Lacs - 25 Lacs

Micro

☐ 4 Lacs - 10 Lacs

Marginal

☐ <= 2.5 Acres

Small

☐ 25 Lacs - 5 Cr

Small

☐ 10 Lacs - 2 Cr

Small

☐ 2.5 to 5 Acres

Medium

☐ 5 Cr - 10 Cr

Medium

☐ 2 Cr - 5 Cr

Others

☐ > 5 Acres

PSL Classification: (Tick the relevant Classification)

Agriculture

☐ Ancillary Activities (SMF*)

☐ Ancillary Activities (Other)

☐ Agriculture
Infrastructure (Other Agri)

Manufacturing (Mfg)

☐ Micro Enterprises

☐ Small Enterprises

☐ Medium Enterprises

Services

☐ Micro Enterprises

☐ Small Enterprises

☐ Medium Ent

Others

☐ Khadi & Village Ind (KVI)

☐ Other MSMEs

☐ Social Infrastructure

☐ Renewable Energy

☐ Others

Weaker Sections: (Tick the relevant Classification)

☐ Scheduled Caste/Scheduled Tribe

☐ Person with disabilities

☐ Minority community: Please Specify

(RP/ARP/RL/SL)

E Code



Name:

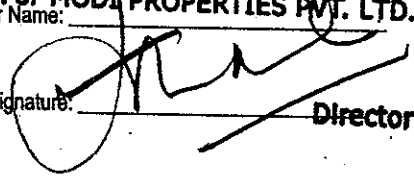


Signature:



9. Borrower Name: **For MODI PROPERTIES PVT. LTD.**



Borrower Signature:  **Director**

IRREVOCABLE POWER OF ATTORNEY

TO ALL TO WHOM THESE PRESENTS SHALL COME I, SOHAM SATISH MODI Son/daughter/wife of SATISH MANILAL MODI residing at Plot NO-280 Road NO-25 Near peddamma temple Jubilee hills (hereinafter called the Borrower" which expression shall include my/our/her heirs, executors, administrators, legal representative and permitted assigns),

OR

M/s. MODI PROPERTIES PRIVATE LIMITED, a company incorporated under the Companies Act 1956, and having its Registered office at Hyderabad (hereinafter referred to as "the Borrower" which expression shall include its successors and permitted assigns),

OR

M/s. _____ a partnership firm having its principal place of business at _____ and constituted by and between Mr./Mrs./Ms. _____ (hereinafter called "the Borrower" which expression shall be deemed to mean and include each partner's heirs, executors, administrators, legal representatives and permitted assigns and where any one of the partner is a company its successors and permitted assigns):

WHEREAS:

1. YES BANK LTD., (hereinafter referred to as "the Bank" having one of its branches at Begumpet (hereinafter referred to as "the ending Office") at the request of the Borrower and the Guarantor(s) as specified in a Vehicle Loan Agreement, dated _____, ("the Agreement") has granted/agreed to grant a/ disburse an amount of Rs. 650,000 (Rupees Sixty Five Lakh Rupees only) as Loan to the Borrower for acquiring Land Rover Discovery Vehicle more particularly described in the Schedule hereunder written ("the said Vehicle").
2. Pursuant to the terms and conditions of the Agreement, the Borrower has agreed to hypothecate to and charge in favour of the Bank by way of first and exclusive charge and said Vehicle more particularly described hereunder.
3. In consideration of the Bank sanctioning the loan as per the terms and conditions of the Agreement, and to further assure and enable the Bank to carry out the terms and conditions of the Agreement thereof I/We do hereby execute for valuable consideration received, an Irrevocable power of Attorney in favour of the Bank to do the following acts and on behalf of me/us, the Borrower.

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

1. To execute and complete in favour of the Bank or its nominee any documents which the Bank may require for perfecting its title to or for vesting the said Vehicle in the Bank or its nominee or any purchaser thereof.
2. To disburse the loan amount for purchase of the said Asset directly to the dealer/seller and obtain a receipt for such payment from the dealer/seller and to disburse the insurance premium, being part of the loan granted by the Bank, if any; directly to the Insurance Company approved by the Bank and obtain a receipt for such payment from such insurance company.
3. To take inspection directly or to engage any Advocate, Chartered Accountant or registered trade practitioner for taking inspection of my/our income tax returns and assessment proceedings, Appeal proceedings etc. relating to the current and previous Assessment years, This authority is being given to the Bank to enable the Bank to verify the veracity of various representations made by me/us the undersigned, for seeking a loan from the Bank.
4. To appear before the office of Registration Authority, Regional Transport Officer, Sales Tax Officer and other authorities through advocates or any such authorized person deemed necessary by the Bank to effect endorsement of hypothecation in the registration certificate and transfer the Vehicle when necessary.
5. To obtain, receive, demand or collect any form, certificates, registration books, booking order, insurance policies or other documents from any Registering Authority, manufacturers of the said Vehicle and/or its dealers,
6. To take possession of the said Vehicle in case of default and for that purpose enter the premises where the said Vehicle is parked, as per terms of the Agreement.
7. To transfer, sell or dispose of the said Vehicle and to sign and execute all or any forms, declarations or instruments as may be necessary or expedient for giving effect to the delivery of the said Vehicle to the purchaser thereof.
8. To appoint or engage any broker, dealer or auctioneer for effecting any such transfer, sale or disposition of the said vehicle.
9. To sign, execute necessary forms, documents or to give notice to the appropriate Registering Authority for effecting transfer of the said Vehicle in favour of the purchaser.
10. To receive the consideration of the sale, transfer, disposition or dealing of the said Vehicle and issue proper receipt or receipts to give a valid and effectual discharge.

⇒ 10. Borrower [Signature] Director

⇒ Co-Borrower [Signature]

CAS ID

Applicant (N

Purpose of

Loan Amt

Manufac

P & M: R:

Service:

Equipme

Agricult

Agricult

PSL Cl:

Agricu

☐ Anc

☐ Anc

☐ Ag
Inf

Weak

☐ Sc

☐ Pe

☐ M

(RP/

EC

Na

Si

11. To take delivery, actual possession or custody of the said Vehicle as and when demanded, by the bank. To appoint or engage any broker or other person to take possession or effecting delivery of the said Vehicle.
12. To sign and deliver or otherwise perfect the hypothecation created or to be created on the said Vehicle and to do all such acts, deeds and things required for exercise of or any powers hereby conferred.
13. To sign and deliver the necessary forms that may be required to be filed or necessary with Registration Authority or other authorities under the Motor Vehicle Act or any other law for the time being in force to record the charge of hypothecation on the said Vehicle, created or to be created in favour of the Bank.
14. To pay any fees, charges, penalties, imposts, premiums, taxes or other impositions to any Registering Authority, insurance companies or other authorities for the said vehicle.
15. To act as a facilitator and make the premium payment to any insurance company and/or insure, renew such insurance at my/our costs, expenses, which shall be reimbursed by me/us to the Bank.

FOR MODI PROPERTIES PVT. LTD.

→ 11. (Borrower)

Director

Signed in presence of witness (In case of YBL Employee)

→ (Co-Borrower)

Signature

Name

Signature

Name

DECLARATION BY CUSTOMER IF SIGNATURE IS NOT IN ENGLISH

The contents of the following legal documents given below have been explained by me _____

(Name & Address of witness)

(Name & Address of the person signing in vernacular language) in _____ (Name of the person signing in vernacular language) and the same have been understood by him/her.

List of legal documents-

- 1)
- 2)
- 3)
- 4)
- 5)

Signature of Witness

Signature of Person signing in Vernacular language

Date _____

To,

The Manager,
YES Bank Ltd.,

REF: PAYMENT INSTRUCTION FOR VEHICLE(S)/EQUIPMENTS LOAN FROM YES BANK LIMITED.

Dear Sir,

This is to request you to follow the specified payment instruction while disbursing the Vehicle(s) / Equipment(s) Loan.

1. Please credit the Dealer Account (Dealer Name): _____

OR

2. Please issue a (Tick one) Manager's Cheque or DD Payable at _____
favouring _____ (Dealer Name)

I/We hereby request that the full amount of the Vehicle(s)/Equipment(s) loan (after deducting the insurance premium amount and any charges as applicable therefrom) that you agreed to grant to me for purchase of a _____ (TYPE OF VEHICLE(S)/EQUIPMENT(S)) be disbursed to the dealer whose name and address is given below (that dealer).

Dealer Name : _____

Address : _____

I/We confirm that I/we have booked the above Vehicle(s)/Equipment(s) with such dealer.

I/We confirm that I/we be taking delivery of the Vehicle(s)/Equipment(s) from such Dealer.

I/We confirm that your disbursement of the loan proceeds to such Dealer in accordance with the instructions given by me/us pursuant to this letter will constitute a disbursement of the loan proceeds to me/us. I/We confirm that the said dealer is fully authorised to apply the Loan amount as deemed appropriate for acquisition of the Vehicle(s)/Equipment(s).

I/We further confirm that you will have no responsibility or obligation whatsoever with respect to, and I/We shall be responsible to repay the Vehicle(s)/Equipment(s) loans. In full in accordance with its terms regardless of any delay or non-delivery of the Vehicle(s)/Equipment(s) and defect, damage or other problems with the quality of such Vehicle(s)/Equipment(s) or any matter whatsoever arising out of or relating to such Vehicle(s)/Equipment(s) or the use or application of the loan proceeds. Further, in case of any cancellation of the purchase of the above Vehicle(s)/Equipment(s), I/We further authorise and instruct the dealer to refund the booking money to you.

I/We authorise you to pay the Dealer, from the charges paid by me/us, any amount that you may consider appropriate for processing the loan application, assisting in perfecting your security interest in the vehicle and otherwise assisting with the Vehicle(s)/Equipment(s) loan.

I/We will inform you as soon as I/We take delivery of the Vehicle(s).

Yours faithfully,

⇒ 12. Mr/Ms/M/s. _____ (Borrower) _____ Signature

Mr/Ms/M/s. _____ (Co-Borrower) _____ Signature

INSURANCE UNDERTAKING

Date:

To,

The Manager

YES Bank Ltd.,

Dear Sirs,

SUBJECT: INSURANCE UNDERTAKING FOR VEHICLE(S) EQUIPMENT(S) ON LOAN

1. I wish & undertake to insure my Vehicle(s) Equipment(s) with _____
2. I am fully responsible for the Insurance of my Vehicle(s)/Equipment(s), and undertake to make sure that it is comprehensively insured at all times, and to keep YES BANK LIMITED indemnified of all same, Further, I will ensure that lien on my insurance policy is marked favouring YES BANK LIMITED till the loan is fully repaid.
3. I am fully aware that my YES BANK LIMITED Vehicle(s)/Equipment(s) Loan repayment is Independent of delivery/insurance claim processing/state of my Vehicle(s)/Equipment(s)
4. Enclosed is a Cheque/Pay Order/DD for ₹ _____ drawn on _____ Dated _____ towards insurance premium for the 1st year payable to _____.

Yours faithfully

⇒ 13. Mr/Ms/M/s. _____ (Borrower) _____ Signature
Mr/Ms/M/s. _____ (Co-Borrower) _____ Signature

BORROWER UNDERTAKING

Date:

The Manager,

YES BANK Limited

Dear Sirs,

Sub : Loan cum Hypothecation Agreement No. _____ executed on _____ against

Equipment/Vehicle: _____

Engine No: _____

Chassis/Machine Serial No: _____

Registered as : _____

I/We acknowledge that since I/we have defaulted on the terms and conditions of the Loan Agreement, you as lenders have enforced the terms of the above agreement and taken possession of the vehicle mentioned above.

I/We request you to defer any action in the matter for a period of 14 days to enable me to clear off the entire arrears. In the meantime I/We request you not to enforce the above agreement as I/We would be paying you all the arrears in the Loan cum Hypothecation instalments, along with the expenses and costs incurred by you in connection with the repossession of the vehicle and charges incurred during the period when the vehicle was in your custody.

In case I/We fail to pay the arrears as mentioned above within 14 days, you may sell the above vehicle at the price you may think fit and I/We shall not question the sale of the vehicle. In case after the sale any amount still remains to be paid, I/We undertake to pay the same on demand.

Thanking you,

Yours faithfully,

⇒ 14. Borrower

END USE CERTIFICATE

(Not for Auto and Two Wheeler Loan)

Date:

To,

YES BANK Limited.

Branch _____

Dear Sir,

Subject: End use Certificate

In reference to our loan application, we acknowledge receipt of _____ (Rupees _____) only granted by YES BANK Limited, _____ Branch (hereinafter referred to as "the Bank" to be used by us for the _____

And working capital requirements against security by way of hypothecation of Used Commercial Vehicles/ Used Construction Equipments/Used Vehicles owned by us as detailed in the schedule to the loan agreement dated _____ executed between YES BANK Limited and _____

We hereby confirm and certify that the aforesaid amount of _____ granted by the Bank will be used only for the said purpose and will not be used for any other purposes including for the purpose of making investments in the capital markets or for any speculative or anti-social purposes. We acknowledge that in the event of the funds being used for any other purpose the Bank shall have a right to recall the funds advanced to us.

Thanking you,

⇒ 15. Mr/Ms/M/s. _____ (Borrower) _____ Signature
Mr/Ms/M/s. _____ (Co-Borrower) _____ Signature

SURRENDER LETTER BY BORROWER

Date :

From :

To
The Manager

YES BANK Ltd.

Being unable to pay the dues under the Loan cum Hypothecation Agreement with you dated _____ in respect of my Agreement No. _____ Equipment/Vehicle No. _____ bearing Engine No. _____ Chassis/Serial No. _____ I/We hereby surrender the said vehicle including all accessories, body work and fittings to you which is absolute sole property of YES BANK Ltd. I/We request you to sell my equipment vehicle and the sale proceeds thereof be adjusted in my account towards the update arrears due from me.

I/We authorize you to sell my equipment/vehicle at the price you may think fit I shall not thereafter question in regard to the sale of the vehicle.

I/We further authorize you to effect transfer of ownership and permit of the vehicle at the RTO in favour of YES BANK Ltd.

This letter is irrevocable on my/our part.

Yours Faithfully,

⇒ 16. Borrower

RECEIPT FOR VEHICLE EQUIPMENT

Date :

☒ CAS

YES BANK Limited.

Applic

Purpc

Loan

I/We _____ hereby acknowledge having received from _____ vehicle with Registration bearing Engine No. _____

Mani

P & I

Serv

Equi

Agri

Agri

and Chassis No. _____ in good order and condition, to my/our satisfaction complete with all tools and accessories, under the Loan dated _____ signed by me/us with you. YES BANK Limited need have no concern with registration or obtaining permits, etc. which will be our own. I/We will make no claim or claims for the vehicle/equipment having any defect therein as I/We have taken the delivery after making thorough enquiries re condition and fitness and the price of the vehicle/equipment and the tools and accessories and after having thoroughly satisfied myself/ourselves in all aspects.

⇒ 17. Borrower

PSI

Agri

☐

☐

☐

Date :

To,

Insurance Company.

Dear Sirs,

Ref: Insurance Policy No. _____ covering vehicle/equipment.

Registration No. _____

Chassis No./Serial No. _____

Engine No _____

Please note that I/We have entered into Loan Agreement No. _____ with YES BANK Limited.

Please make necessary endorsement in your policy noting the interest of YES BANK Limited as Lendor/Hypothecatee under Loan Agreement.

I/We authorize you, to pay all claims in respect of loss or damage to the equipment/vehicle (which loss or damage is not made good by repair, reinstatement or replacement) to YES BANK Limited, as long as the equipment/vehicle stands hypothecated to YES BANK Limited. In terms of the above cited loan Agreement. Amount available in respect of the above policy may be paid to YES BANK Limited.

I/We hereby agree that the receipt given by them for such payment shall be full and final discharge to yourself in respect of such loss/damage.

Yours faithfully

⇒ 18. Borrower _____ Co-Borrower _____

SALE LETTER

From:

To:

Dear Sir,

On having received the sum of _____ as consideration for my/our equipment/vehicle (with all parts and accessories) of make _____ Model No. _____ bearing Registration No. _____ or Serial No. _____. I have today sold to you the said vehicle in good condition, with all parts and accessories. I am delivering to you the vehicle/equipment along with the documents required for transfer of ownership to you. Please acknowledge your having taken delivery of the vehicle by signing this sale-cum delivery letter issued to you in triplicate and return the triplicate to me retaining the original with you.

RECEIPT

Received today (_____) from _____ the sale consideration of ₹ _____ (Rupees _____) from the sale to him of my equipment/vehicle with the details mentioned above in good condition with parts and accessories.

SALE RECEIPT

I/We _____ at _____ have this _____ day of _____ sold and delivered my equipment/ vehicle bearing Registration No. _____

Make _____ Engine No. _____

Chassis/Serial No. _____ to _____

for a sum of ₹ _____ (Rupees _____)

only and received the full amount of the sale price by Cash/Demand Draft/Cheque bearing No. _____

₹ _____

Affix
Revenue
Stamp of
Re 1

For MODI PROPERTIES PVT. LTD.



Director

⇒ 19. BORROWER