

Car Finance - HYDERABAD

6-3-1107 1108 , 301, 3rd Floor Brr Complex, Rajbhavan Road, Somajiguda Hyderabad - 500082 Telangana - India

Welcome Letter

Date 1-Oct-2021

To,
Modi Housing Private Limited
Modi Hosuing Private Limited 2nd Floor 541 873
And 4 Soham Manision Mg Road Secunderabad
Secunderabad - 500003
Telangana - India
Mob. No. :9502288200

Dear Modi Housing Private Limited,

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

Your Loan details are as follows :

Agreement No	CF-19482739
Agreement Date	30-Sep-2021
Loan Type	Irr/Reset
Loan Amount	10,00,000.00
First EMI Due On	1-Nov-2021
First EMI Amount	20,050.00

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

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

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

Applicable only for Home Loan Customers:

Request you to kindly note that the enclosed repayment schedule in the welcome kit would be subject to change, for customers whose loan is in Pre EMI stage till the start of loan EMI or in case of any part pre-payments, if done.

Please note that post the start of EMI a revised repayment schedule can be downloaded anytime by logging into Net banking or can be requested by calling our customer contact centre (details given above).

Warm Regards,
Kotak Mahindra Prime Limited

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

Important Information

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

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

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

Encl. as above

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

Kotak Mahindra Prime Limited
CIN U67200MH1996PLC097730

Kotak Infinity, 6th Floor
Building No 21, Infinity park
Off Western Express Highway
General A K Vaidya Marg
Malad (E), Mumbai 400 097, India

Registered Office:
27BKC, C27, G Block,
Bandra Kurla Complex,
Bandra(E), Mumbai - 400 051
www.kotak.com

Car Finance - HYDERABAD
6-3-1107 1108 , 301, 3rd Floor Brr Complex, Rajbhavan Road, Somajiguda Hyderabad - 500082 Telangana - India
Repayment Schedule

Modi Housing Private Limited
Modi Hosuing Private Limited 2nd Floor 541 873
And 4 Soham Manision Mg Road Secunderabad
Secunderabad - 500003
Telangana - India
Mob. No. :9502288200

01-Oct-2021

Agreement Details

Agreement no	Agreement Type	Agreement Date	Tenure (Months)	Maturity Date	Amount Financed	Asset Discount
CF-19482739	Car Finance	30-Sep-2021	60	01-Oct-2026	10,00,000.00	0.00

Asset Description

Automobiles - Sports Utility Vehicles - Volkswagon - VW TAIGUN GT TSI 1.5 L	
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Lien Details

External Ref. No.	Effective Date	Ineffective Date
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Other Details

Particular	No.	Amount
Documentation Charges Receivable	1	2,500.00
Installment	60	12,03,000.00
Processing Fees Receivable	1	5,100.00
Credit Admin Charge Receivable	1	1,500.00
Service Fees Receivable	1	1,100.00

Repayment Schedule Table (Amount in Rs.)

Installment Date	Transaction Type	Principal Amount	Interest Amount	Installment Amount
30-Sep-2021	Disbursement	-10,00,0,00.00	0.00	-10,00,0,00.00
01-Nov-2021	Installment	13,388.00	6,662.00	20,050.00
01-Dec-2021	Installment	13,877.00	6,173.00	20,050.00
01-Jan-2022	Installment	13,964.00	6,086.00	20,050.00
01-Feb-2022	Installment	14,051.00	5,999.00	20,050.00
01-Mar-2022	Installment	14,139.00	5,911.00	20,050.00
01-Apr-2022	Installment	14,227.00	5,823.00	20,050.00
01-May-2022	Installment	14,317.00	5,734.00	20,051.00
01-Jun-2022	Installment	14,406.00	5,644.00	20,050.00
01-Jul-2022	Installment	14,496.00	5,554.00	20,050.00
01-Aug-2022	Installment	14,587.00	5,463.00	20,050.00
01-Sep-2022	Installment	14,678.00	5,372.00	20,050.00
01-Oct-2022	Installment	14,770.00	5,280.00	20,050.00
01-Nov-2022	Installment	14,862.00	5,188.00	20,050.00
01-Dec-2022	Installment	14,955.00	5,095.00	20,050.00
01-Jan-2023	Installment	15,049.00	5,001.00	20,050.00
01-Feb-2023	Installment	15,143.00	4,907.00	20,050.00
01-Mar-2023	Installment	15,238.00	4,812.00	20,050.00
01-Apr-2023	Installment	15,333.00	4,717.00	20,050.00
01-May-2023	Installment	15,429.00	4,621.00	20,050.00
01-Jun-2023	Installment	15,526.00	4,524.00	20,050.00
01-Jul-2023	Installment	15,623.00	4,427.00	20,050.00

Installment Date	Transaction Type	Principal Amount	Interest Amount	Installment Amount
01-Aug-2023	Installment	15,721.00	4,329.00	20,050.00
01-Sep-2023	Installment	15,819.00	4,231.00	20,050.00
01-Oct-2023	Installment	15,918.00	4,132.00	20,050.00
01-Nov-2023	Installment	16,018.00	4,032.00	20,050.00
01-Dec-2023	Installment	16,118.00	3,932.00	20,050.00
01-Jan-2024	Installment	16,219.00	3,831.00	20,050.00
01-Feb-2024	Installment	16,320.00	3,730.00	20,050.00
01-Mar-2024	Installment	16,422.00	3,628.00	20,050.00
01-Apr-2024	Installment	16,525.00	3,525.00	20,050.00
01-May-2024	Installment	16,628.00	3,422.00	20,050.00
01-Jun-2024	Installment	16,732.00	3,318.00	20,050.00
01-Jul-2024	Installment	16,837.00	3,213.00	20,050.00
01-Aug-2024	Installment	16,942.00	3,108.00	20,050.00
01-Sep-2024	Installment	17,048.00	3,002.00	20,050.00
01-Oct-2024	Installment	17,155.00	2,895.00	20,050.00
01-Nov-2024	Installment	17,262.00	2,788.00	20,050.00
01-Dec-2024	Installment	17,370.00	2,680.00	20,050.00
01-Jan-2025	Installment	17,479.00	2,571.00	20,050.00
01-Feb-2025	Installment	17,589.00	2,461.00	20,050.00
01-Mar-2025	Installment	17,699.00	2,351.00	20,050.00
01-Apr-2025	Installment	17,809.00	2,241.00	20,050.00
01-May-2025	Installment	17,921.00	2,129.00	20,050.00
01-Jun-2025	Installment	18,033.00	2,017.00	20,050.00
01-Jul-2025	Installment	18,146.00	1,904.00	20,050.00
01-Aug-2025	Installment	18,259.00	1,791.00	20,050.00
01-Sep-2025	Installment	18,373.00	1,677.00	20,050.00
01-Oct-2025	Installment	18,488.00	1,562.00	20,050.00
01-Nov-2025	Installment	18,604.00	1,446.00	20,050.00
01-Dec-2025	Installment	18,721.00	1,329.00	20,050.00
01-Jan-2026	Installment	18,838.00	1,212.00	20,050.00
01-Feb-2026	Installment	18,956.00	1,095.00	20,051.00
01-Mar-2026	Installment	19,074.00	976.00	20,050.00
01-Apr-2026	Installment	19,193.00	857.00	20,050.00
01-May-2026	Installment	19,314.00	736.00	20,050.00
01-Jun-2026	Installment	19,434.00	616.00	20,050.00
01-Jul-2026	Installment	19,556.00	494.00	20,050.00
01-Aug-2026	Installment	19,678.00	372.00	20,050.00
01-Sep-2026	Installment	19,801.00	249.00	20,050.00
01-Oct-2026	Installment	19,925.00	125.00	20,050.00
Total		2.00	2,03,000.00	

Warm Regards,
Kotak Mahindra Prime Limited

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

Agreement details

Agreement Date

CERTIFIED TRUE COPY
Agreement Schedule - I

PLACE OF ARBITRATION
HYDERABAD

Date of execution of agreement 30-Sep-21
Place of execution of agreement HYDERABAD
Address of the concerned branch office 6-3-1107 1108, 301, 3RD FLOOR
BRR COMPLEX, RAJBHAVAN ROAD, SOMAJIGUDA
HYDERABAD - 500082
Telangana - India

Customer Details

Borrowers Name & Address 52822184 - Modi Housing Private Limited
Modi Hosulng Private Limited 2nd Floor 541 873
And 4 Soham Manislon Mg Road Secunderabad
Secunderabad - 500003
Telangana - India

Co-Borrowers Name & Address

Guarantors Name & Address

52822197 - Gaurana J Mody
Sapphire Apartments 105 Chikoti Gardens Next Hdfe
Lane Begumpet Secunderabad Begumpet Secunderabad
Hyderabad - 500016
Telangana - India

Loan details

Loan Amount In figures Rs. 10,00,000.00
Loan Amount In words Rupees Ten Lacs Only
Number of tranche schedules 1

Interest parameters

Rate of Interest/Assets Discount : 7.51% / Rs. 0

For Kotak Mahindra Prime Ltd.

For MODI HOUSING PVT LTD.

Authorised Signatories

(Lender)

Borrower

Director

* Co-Borrower

Guarantor

**CERTIFIED TRUE COPY
SCHEDULE II.**

Agreement details

Agreement No. CF19482739

Purpose

Financed amount Rs. 10,00,000.00

Tenure 60 months

Initial payment received Rs. 2500

Assets details

Description of asset (Make and Model) Automobiles - Sports Utility Vehicles - Volkswagen - VW TAIGUN GT TSI 1.5 L

Asset Price Rs. 17,49,900.00

S. No.	Due date	Inst Amt	S. No.	Due date	Inst Amt	S. No.	Due date	Inst Amt
1	01-Nov-21	20,050.00	29	01-Mar-24	20,050.00	57	01-Jul-26	20,050.00
2	01-Dec-21	20,050.00	30	01-Apr-24	20,050.00	58	01-Aug-26	20,050.00
3	01-Jan-22	20,050.00	31	01-May-24	20,050.00	59	01-Sep-26	20,050.00
4	01-Feb-22	20,050.00	32	01-Jun-24	20,050.00	60	01-Oct-26	20,050.00
5	01-Mar-22	20,050.00	33	01-Jul-24	20,050.00			
6	01-Apr-22	20,050.00	34	01-Aug-24	20,050.00			
7	01-May-22	20,050.00	35	01-Sep-24	20,050.00			
8	01-Jun-22	20,050.00	36	01-Oct-24	20,050.00			
9	01-Jul-22	20,050.00	37	01-Nov-24	20,050.00			
10	01-Aug-22	20,050.00	38	01-Dec-24	20,050.00			
11	01-Sep-22	20,050.00	39	01-Jan-25	20,050.00			
12	01-Oct-22	20,050.00	40	01-Feb-25	20,050.00			
13	01-Nov-22	20,050.00	41	01-Mar-25	20,050.00			
14	01-Dec-22	20,050.00	42	01-Apr-25	20,050.00			
15	01-Jan-23	20,050.00	43	01-May-25	20,050.00			
16	01-Feb-23	20,050.00	44	01-Jun-25	20,050.00			
17	01-Mar-23	20,050.00	45	01-Jul-25	20,050.00			
18	01-Apr-23	20,050.00	46	01-Aug-25	20,050.00			
19	01-May-23	20,050.00	47	01-Sep-25	20,050.00			
20	01-Jun-23	20,050.00	48	01-Oct-25	20,050.00			
21	01-Jul-23	20,050.00	49	01-Nov-25	20,050.00			
22	01-Aug-23	20,050.00	50	01-Dec-25	20,050.00			
23	01-Sep-23	20,050.00	51	01-Jan-26	20,050.00			
24	01-Oct-23	20,050.00	52	01-Feb-26	20,050.00			
25	01-Nov-23	20,050.00	53	01-Mar-26	20,050.00			
26	01-Dec-23	20,050.00	54	01-Apr-26	20,050.00			
27	01-Jan-24	20,050.00	55	01-May-26	20,050.00			
28	01-Feb-24	20,050.00	56	01-Jun-26	20,050.00			

For Retak Mahindra Prime Ltd.

For MODI HOUSING PVT LTD

Authorised Signatories

(Lender)

Borrower Director

* Co-Borrower

Guarantor

**CERTIFIED TRUE COPY
SCHEDULE - III**

Dishonor Charges per Clearing Mandate	Rs.750/-
Prepayment Interest on Outstanding Principle Amount	5.21% plus GST
Issue of Duplicate copy of the agreement/Duplicate NOC /NOC for Duplicate registration certificate	RS.750/-
Cancellation of Contract (other than foreclosure and prepayment interest) at specific request of the Borrower and agreed by the Lender	Rs. 2000 + interest at Customer IRR for no. of days between the date of disbursement and the date of receipt of funds for cancellation of contract
Additional Interest (monthly)	3%
Collection Charges for Clearing Mandate (Per Mandate) for non payment on due date	Rs.500/-
Clearing Mandate Swap Charges	Rs.500/- per swap
Repayment Schedule/Account Outstanding Break up statement	Rs.250/-
LPG /CNG NOC	Rs.2000/-
Statement of Account	Rs.500/-
NOC for Interstate Transfer	Rs.1000/-
NOC for Commercial to personal use	Rs.2000/-
NOC to Convert from Private to Commercial	Rs.5000/- (Subject to approval)
Policy No. of Term Cover for group of borrower (Kotak Car Loan Cover)	GS000111 - For 1 year tenure F2 - For 2 to 5 years tenure GA000329 - For 6 & 7 Year tenure
Down Payment	KMPL/Dealer
Margin money retained	

Place of Delivery of the Product	HYDERABAD
Documentation charges	Rs.2500/-
Credit Administration Charges	Rs.1500/-
Customer Internal Rate of Return(CIRR)	7.508
Stamping Charges**	Rs.5100/-
Service Fees	Rs.1100/-

** To be deducted from disbursement Payment

Note: Goods & Services Tax (GST) as per applicable rate will be levied separately as may be applicable from time to time

For Kotak Mahindra Prime Ltd.

Authorized Signatories

(Lender)

For MODI HOUSING PVT. LTD.

Borrower

(4) Director

Co-Borrower

Guarantor

CERTIFIED TRUE COPY OF THE CAR FINANCE AGREEMENT DATED 30-SEP-21

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

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

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

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

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

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

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

MEANING AND INTERPRETATION

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

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

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

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

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

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

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

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

"Vehicle(s)" means the vehicle(s) described in the SCHEDULE- II and shall include any equipment in respect of the Vehicle(s), and all accretions, additions and replacements to the Vehicle(s) and/or the equipment, whenever made, including by way of body building and engine up-gradation etc. In this Agreement, unless the context otherwise requires:

- The pronouns "he", "she", "it" and their cognate variations are used interchangeably and should be interpreted in accordance with the context;
- Words denoting a person shall include an individual, corporation, company, partnership, trust or other entity;
- References to the word "include" or "including" shall be construed as "including without limitation";
- Reference to any party to this Agreement or any other agreement or deed or other instrument shall include its successors and permitted assigns;
- The SCHEDULE/s to this Agreement shall form an integral part of this Agreement;
- BORROWER includes the Co-BORROWER

The LENDER agrees to lend to the BORROWER and the BORROWER agrees to borrow from the LENDER on the terms and conditions contained herein a sum as mentioned in the SCHEDULE-I (hereinafter called the "Loan amount") for purchase of the Product and any accessories thereon as briefly mentioned in the SCHEDULE-II and/or any communication from the BORROWER to the LENDER. The said Loan along with the interest thereon shall be repaid in Monthly or Periodical Installments/Installment's as mentioned in the SCHEDULE-II.

1. The BORROWER / Co-BORROWER / GUARANTOR further agrees to place with the LENDER as Security Deposit, the sum as mentioned in the SCHEDULE-III on execution of this agreement. The BORROWER further agrees to place with the LENDER as advance installments, and the sum as mentioned in the SCHEDULE-III on execution of this Agreement and the same shall be adjusted towards amounts due against the last installment.
2. The BORROWER agrees that so long as the Loan shall continue, the BORROWER shall
 - a) Pay the LENDER the sums mentioned in the SCHEDULE-II. The BORROWER shall pay the installments as per the due dates mentioned in the SCHEDULE-II and/or any repayment SCHEDULE drawn pursuant to this Agreement.
 - b) Pay the LENDER, without prejudice to the rights of the LENDER, on demand made by the LENDER, Additional Interest at the rate as specified in the SCHEDULE-III on the amount that has remained outstanding beyond due date till the date the payment has been made by the BORROWER to the LENDER. The Additional Interest shall be calculated from the date the Installment was due till the date the payment has been made.
 - 2.1 The BORROWER shall in addition to the payment set out above also pay and agree to observe the following:
 - a) Down payment upon the execution of this Agreement. For the purpose of the Agreement, Down payment shall be as set out as per the SCHEDULE-III.
 - b) Documentation and service charges as per the - III upon execution of this Agreement.
 - c) **Electronic Clearing Mandate**
The BORROWER shall handover to the LENDER on the execution of this Agreement, Electronic Clearing Service (ECS) / Standing Instructions (SI) / National Automated Clearing House (NACH) (Collectively referred as "Clearing Mandate") for the amount of the Installment's which shall be encashed by the LENDER on the due dates. It is further agreed by the BORROWER that if so directed and called upon by the LENDER he shall in lieu of the Clearing Mandate, mandate its bankers at its own cost, responsibility and consequences, to debit the Installments and/or any charges directly from his account maintained and without prejudice, the BORROWER shall be bound and liable to pay all sums to the LENDER on the due dates specified herein and time for payment of the same shall be essence of this Agreement. On the failure of the BORROWER to effect payment on the due dates specified herein the LENDER shall be entitled to the remedies as available under this Agreement.
 - d) Without prejudice to the BORROWER's liability to pay the Loan, the BORROWER / Co-BORROWER / GUARANTOR as the case may be, and if so required by KMPL shall, arrange with his bank for automatic transfer of the installments from his bank account to KMPL's bank account by way of the Electronic Clearing System or any other same or similar electronic clearing proses or standing instruction.
 - e) Any dispute being raised about the computation of the Installments will not entitle the BORROWER to withhold payment of any Installments or any portion thereof. It is agreed and understood by the BORROWER that the obligation of the BORROWER to pay the Installments is absolute and unconditional pursuant to his having executed this Agreement. Dishonour of any Clearing Mandate shall attract **Mandate dishonour charges** as mentioned in the SCHEDULE-III hereunder.
 - f) The payment of the Installments shall commence as agreed in the SCHEDULE-II irrespective of the delivery of the Product.
 - g) The Parties to the present agreement irrevocably agrees that any changes in interest rates and charges shall be effective prospectively & after due communication only.
 - h) Whereas although the BORROWER has agreed to give Clearing Mandate for payment of Instalments, any non-presentation on the part of the LENDER due to any reason whatsoever shall not affect the liability of the BORROWER to pay the said Instalments. The BORROWER, at its own cost and expense, agrees to replace the Clearing Mandate if so required by the LENDER.
 - i) The BORROWER / Co-BORROWER / GUARANTOR (if the GUARANTOR had given such in discharge of the BORROWER's obligation under this Agreement) as the case may be shall not at any time close the bank accounts / from which Clearing Mandate have been issued and/or issue any communication to the LENDER for stopping or postponing the presentation of the said and /any such communication if sent shall be regarded as a dishonour of the Clearing Mandate drawn and constitute default of the terms of this Agreement.
 - j) In consideration of the LENDER entering into this Agreement with the BORROWER, the BORROWER shall, in addition to the down payment, deposit with the LENDER one installment, as advance installment (as per the SCHEDULE-III) which shall be adjusted by the LENDER against the first installment (as per the SCHEDULE-II). The deposit of advance installment shall not carry any interest.
3. **The BORROWER expressly agrees and covenants with the LENDER:**
 - a) To keep the Product in sound and working condition and at all reasonable time to allow the LENDER and/or its authorised representative to inspect the same.
 - b) Not to engage any person other than authorised mechanics of the Manufacturer or authorized Dealer / Supplier of Manufacturer to affect the repairs, if any, to the Product.
 - c) To keep the Product and accessories in the BORROWER's own custody and not change the Registration Number / registered address without the LENDER's previous consent in writing and not to sell or pawn or hire or otherwise deal with or dispose off the said Product in any manner whatsoever or part with possession.
 - d) Without prejudice to the provisions of the Sub-clause c above, it is understood that in no event will the LENDER consent to the Product and accessories being removed from the above mentioned address. The BORROWER hereby expressly agrees that if he is about to remove the said

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

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

4. Insurance

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

premium) to the BORROWER. With these presents the BORROWER/Co-BORROWER and GUARANTOR acknowledge and accept the LENDER's right of acceptance and rejection of the aforesaid proposal of financing for Kotak Car Loan Cover and shall abide by all or any of the request as has been approved by the LENDER under the Loan Agreement.

- 4.4 Where the BORROWER has opted and the LENDER has provided for Kotak Car Loan Cover, the BORROWER shall abide by all the terms and conditions as mentioned in Good Health Declaration executed by him on the date as mentioned in the SCHEDULE-III attached herewith. The BORROWER also hereby declares that all the statements and averment made therein in aforesaid Good Health Declaration are true and correct.
5. The BORROWER in whose name the Product is going to be registered acknowledges with the express consent of the Co-BORROWER and the GUARANTOR that the BORROWER shall, at the time of delivery of the Product to the BORROWER, by an oral agreement, hypothecate the Product in favour of the LENDER in order to secure the LENDER's dues and charges on the terms and conditions contained in this agreement and upon such oral agreement the Product shall stand hypothecated in favour of the LENDER. The BORROWER undertakes to get the registration certificate of the Product endorsed with the name KOTAK MAHINDRA PRIME LIMITED in accordance with clause 9 below within a period of 15 days from the date of delivery of the Product to confirm and record the fact that the has hypothecated the Product in favour of the at the time of delivery of the Product to the as per the provisions of this agreement. The parties hereto agree that the endorsement of the registration certificate and/or vehicle registration records of the Road Transport Authority with the name KOTAK MAHINDRA PRIME LIMITED as stipulated in Clause 9 shall operate as conclusive evidence of such hypothecation. Provided that the default by the BORROWER to get the Registration Certificate endorsed with the name KOTAK MAHINDRA PRIME LIMITED shall not be deemed to be or construed as an absence of the BORROWER's oral hypothecation of the Product in favour of KMPL as mentioned above simultaneous with the delivery of the Product. The BORROWER undertakes to supply the details of the Product (either directly or through the Dealer/Supplier) as soon as such details are available. The said proposed hypothecation shall be by way of first and exclusive charge against the LENDER's dues and charges. The BORROWER shall not encumber or transfer the Product in any manner whatsoever without the express consent in writing of the LENDER. Without prejudice to the above, the BORROWER has also, pursuant to a Power of Attorney, authorised the LENDER to hypothecate the Product in favour of the LENDER at the time of delivery of the Product to the BORROWER or at any time thereafter.
6. The BORROWER shall not encumber or transfer the hypothecated Product in any manner whatsoever without the express consent in writing of the LENDER. The BORROWER undertakes to get the registration certificate endorsed with the name of KOTAK MAHINDRA PRIME LIMITED to further confirm and record the fact that the Product stands hypothecated to the LENDER.
7. The BORROWER confirms that the Product has been examined and/or tested and is in good working order and condition and satisfactory to the BORROWER. The BORROWER further agrees that the LENDER is not in any way responsible for the non-performance of all or any guarantees and warranties in respect of the said Product.
8. The LENDER shall pay interest at the rate specified in the SCHEDULE-I (subject to TDS, and Goods & Services Tax (GST) as per applicable rate) on the security deposit to the BORROWER / Co-BORROWER / GUARANTOR. The accrued interest shall be paid to the BORROWER / Co-BORROWER / GUARANTOR at the time of maturity of the transaction. It is however agreed that in the event of this Agreement coming to an end prior to the term of the total period (as per the SCHEDULE-II) either because of termination being effected by the LENDER or because of the BORROWER exercising option of prepayment or upon the LENDER recalling the Loan upon any default on the part of the BORROWER then upon repayment of the Security Deposit at that stage, the LENDER shall not be liable to pay the stipulated rate of interest on the security deposit but shall pay interest at a rate which is 2% less than the stipulated rate of interest on the security deposit.
 - 8.1 The BORROWER / Co-BORROWER / GUARANTOR (as the case may be) hereby confirms an unconditional and absolute lien on the LENDER in respect of the security deposit and interest accruing thereon in terms of Clause 8 above and grants to the LENDER an unconditional right to adjust these moneys in such manner as deemed fit and necessary by the LENDER.
 - 8.2 Notwithstanding anything else herein contained, the LENDER will have absolute discretion to appropriate the deposit if any, received from the BORROWER / Co-BORROWER / GUARANTOR as the case may be notwithstanding anything contrary contained elsewhere herein against any dues in respect of the installments, compensation or any other dues under this Agreement or in respect of dues under any agreement with the LENDER/its affiliate.
 - 8.3 It is hereby agreed and understood by the BORROWER / Co-BORROWER / GUARANTOR that whenever the LENDER is required to pay back the security deposit to the BORROWER / Co-BORROWER / GUARANTOR in terms of this clause the same shall be paid against the BORROWER / Co-BORROWER / GUARANTOR submitting the original Security Deposit Receipt duly discharged. In case the BORROWER / Co-BORROWER / GUARANTOR for any reason whatsoever is unable to produce the Original Security Deposit Receipt then he shall execute and furnish a Deed of Indemnity at his own cost and expense in such form and manner as the LENDER may require for the purpose.
9. The LENDER agrees to permit BORROWER to have the registration of the Product in his own name provided that in the registration certificate the name of the LENDER is endorsed as following :

"The Product described above is held and hypothecated under a Loan agreement with KOTAK MAHINDRA PRIME LIMITED, 27 BKC, C 27, G Block, Bandra Kurla Complex, Bandra (E), Mumbai-400051."

 - 9.1 The BORROWER agrees that he shall send a copy of the invoice as also the RC book to the LENDER containing the endorsement of hypothecation of the Product effected as stipulated in clause 5 above in favour of the LENDER within 15 days of his having taken delivery of the Product.
 - 9.2 The BORROWER agrees and confirms that failure on his part to comply with the provisions of clause 9.1 hereinabove, shall be a default on his part under the terms of this agreement
 - 9.3 The BORROWER and the Co-BORROWER are jointly and severally liable to perform and observe the terms and conditions of this agreement.
10. **Promissory Note:**
Upon execution of this Agreement the BORROWER / Co-BORROWER / GUARANTOR (all of them or as the case may be) shall execute a Promissory Note of the value of the Total Installments less the advance installments along with the rate of interest applicable. It is expressly clarified that such Promissory Note shall be by way of collateral security for repayment of loan and shall not be deemed to be conditional payment of installments.
11. **Agreement Inter-se between BORROWER / Co-BORROWER:**
 - a) It is agreed inter-se between the BORROWER and the Co-BORROWER that although both the BORROWER and Co-BORROWER are jointly and severally liable to perform and observe all the terms and conditions of this agreement, the Co-BORROWER has permitted the BORROWER to register the Product in his name and notwithstanding such registration in the exclusive name of the BORROWER, the Co-BORROWER shall be and continue to be liable for duly observing and performing the terms of this agreement and the LENDER shall be entitled to proceed against the Co-BORROWER and/or the BORROWER as it deems appropriate for enforcement of its rights herein, and the

Co-BORROWER shall not set up any defence against the LENDER therefor, stating that the Product is registered only in the name of the BORROWER.

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

12. Condition of the Product:

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

13. Events of Default:

An event of default shall occur hereunder if the BORROWER:

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

14. Consequences upon event of default:

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

- the **BORROWER** shall stand cancelled and provided however the remedies available to the **LENDER** as herein given shall survive such cancellation of the Loan and the **LENDER** shall be titled and authorised to exercise its right herein including in connection with the Product to recover its dues under this agreement. Notwithstanding as stated above the **BORROWER** waives the requirement of prior notice in the eventuality of establishing the cases of extreme exigency; and/or
- iii) On such terms and conditions and for realizable consideration which the **LENDER** may receive and with prior notice providing final opportunity to make the outstanding amount to the **BORROWER**, sell the Product at a public or private sale, otherwise dispose off, hold, upon such terms, the Product or use, operate, lease to others or keep idle give on hire such Product, all free and clear of any rights to the **BORROWER** and without any duty to account to the **BORROWER** for such action or inaction thereof, so as to recover the outstanding amount payable by the **BORROWER**. Notwithstanding as stated above the possession of the Product may be returned to the **BORROWER** in the eventuality of realization of outstanding amount by the **BORROWER** to the satisfaction of **LENDER**; and/or
 - iv) By written notice to the **BORROWER**, require the **BORROWER** to pay to the **LENDER** (as liquidated damages or loss and not as a penalty) on the date specified in such notice, an amount equal to all unpaid Installments payments and all other payments which, in the absence of a default, would have been payable by the **BORROWER** hereunder for the full term hereof plus Additional Interest at the rate of 36% per annum for the period until receipt of the said amount; and/or
 - v) Exercise any other right of remedy which may be available to the **LENDER** under the applicable law.
 - vi) It being agreed and understood by the **BORROWER** that the right to the **LENDER** to recover the amount payable and/or repayable or reimbursable to the satisfaction of the shall survive any such cancellation of Loan and / or termination of the agreement and the 's rights wherever given in connection with initiating of action for enforcing its rights to recover the amount shall also survive the cancellation of the Loan or the termination of the agreement, as the case may be, and the shall be entitled to take all or any of the steps therefor and the shall not take defence of such termination or cancellation of Loan under this agreement
- 14.2 a. **Distribution on realization:**
The net proceeds of sale, realization, recovery and/or insurance claim proceeds relating to the Product herein, on receipt by the **LENDER** shall be applied at the sole and absolute discretion of the **LENDER** in the manner the **LENDER** thinks fit. The **BORROWER** shall continue to be liable for any deficiency in the amount due to the **LENDER** by the **BORROWER** after adjustment of the net proceeds of sale, realization, recovery and/or insurance claim as above.
- b. No interest or compensation shall be payable by the **LENDER** to the **BORROWER** on the proceeds to be held by the **LENDER** or during the period the same shall be held by the **LENDER** for being applied in terms of clause 14.2(a) on distribution or realization.
 - c. Upon the termination or earlier determination of this agreement or the cancellation of the Loan as the case may be, the **LENDER** shall be absolutely entitled or be at liberty to sell or otherwise dispose off the Product in such manner as they may deem fit including by private sale which shall be acceptable to the **BORROWER**.
 - d. If the price recovered on such sale or disposal falls short of the aggregate amount of installments remaining due and payable, the **LENDERS** may, by a notice in writing call upon the **BORROWER** to pay the difference within such days of the receipt of the Notice by the **BORROWER**, together with all overdue sums, owing and payable by the **BORROWER** to the **LENDER** under or by virtue of these presents and the **BORROWER** agrees to make such payment without demur;
- 14.3 In addition and without prejudice to what is stated above, the **BORROWER** shall be liable for all legal and other costs and expenses resulting from the foregoing defaults from exercise of the **LENDER**'s remedies, including but not limited to possession of any of the Product and / or collection recovery of all or any charges payable by the **BORROWER** / Co-**BORROWER** as the case may be.
- 14.4 No remedy referred to hereinabove is intended to be exclusive, but the same shall be in addition to any other remedy available to the **LENDER** at law. The **LENDER** reserves the rights to appoint bankers or financial institutions or any other person it deems fit as their attorney or agent for the purpose of enforcing their right and remedies under this agreement
15. **Pre-payment of the Loan**
- a. Subject to the provisions contained in this clause 15 below, the **BORROWER** shall be permitted to make part or full prepayment of the Loan in accordance with the other terms and conditions as contained in **SCHEDULE- III**.
 - b. part prepayment shall be allowed only after six months from the date of commencement of the monthly installments.
 - c. The minimum amount for part Prepayment payable for each such prepayment is at least equal to the amount comprising of four consecutive future installments. Prepayment is permissible for a maximum three times in a financial year.
 - e. If the **BORROWER** makes any full or part prepayment without fulfilling the conditions determined by the **LENDER**, the **LENDER** shall be entitled to appropriate the same in such manner as it deems fit and the **LENDER** will give the **BORROWER** credit for the same only on due date and not before.
 - f. Any full/part prepayment of the Loan would not be permitted unless the makes payment of the Charges mentioned in the **SCHEDULE- III**.
 - g. For any part or full prepayment, **BORROWER** will have to give a prior notice in writing of 15 days to the **LENDER**.
 - h. The **BORROWER** agrees that the part Pre-payment shall not have any effect on the amount of monthly Installments, payable by the **BORROWER**.
16. This agreement is personal to the **BORROWER** and his right and / or obligations shall not be assignable or chargeable by him directly or indirectly.
17. It is expressly agreed and declared that any Dealer of the Product by or through whom this transaction may have been introduced, negotiated or conducted is not an Agent of the **LENDER** and that the **LENDER** has no liability for any representations or statements not made directly by the **LENDER** to the **BORROWER**.
18. The **BORROWER** irrevocably agrees that the Installments will be increased by Goods & Services Tax (GST) as per applicable rate or any other related and consequential charges now or hereafter levied on this transaction, with retrospective or prospective effect. The Installments shall also be increased by any increase in the purchase price of the Product in the intervening period between placement of the Order and its acceptance and eventual delivery of the Product, if such increased in the price is funded by way of Loan to the **BORROWER**. The **BORROWER** / Co-**BORROWER** and/or **GUARANTOR** agrees and undertakes to promptly (and in any event within 7 days of being so required by the **LENDER**) pay the following:
- a) all present and future duties, taxes, expenses and any other charges whatsoever in relation to this Agreement, the Product(s) and/or the Security and
 - b) all other charges, costs and expenses from time to time specified by the **LENDER** (including all costs and expenses incurred or paid by the **LENDER**) in relation to this Agreement in accordance with the provisions of this Agreement and

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

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

19. A) **Liabilities of GUARANTOR:-**
The GUARANTOR at the request of the BORROWER agrees that his obligations shall be concurrent with those of the BORROWER / Co-BORROWER in all respects as if he himself was BORROWER the and guarantees to the LENDER:
- The regular and punctual payment of all installments by the BORROWER and the due performance and observance of all the terms and conditions of this agreement by the BORROWER;
 - Payment to the LENDER of all moneys becoming payable to it under or by virtue of this agreement either by way of debt or Borrowing or damage or cost or expenses or otherwise whatsoever;
- B) The GUARANTOR further agrees:
- to renounce the rights to claim the BORROWER's property and any other benefits to which sureties are by law otherwise entitled;
 - that the neglect or forbearance of the LENDER in enforcing payment of any moneys due under this agreement or any other indulgence shown to the BORROWER shall not release the BORROWER and/or the Co- BORROWER / GUARANTOR from the several obligations under this agreement or in any way alter or affect the rights of the LENDER under or in respect of the agreement or the Product.
20. The GUARANTOR in consideration of the LENDER agreeing to grant this Loan to the BORROWER further agrees, declares and guarantees as under:
- The BORROWER shall observe and perform the terms and conditions of this agreement and shall pay on demand all moneys due or which may become due under this agreement by way of Installments, interest, damages, cost, charges or expenses and the GUARANTOR further agrees and guarantees that if the BORROWER shall make any default in observance and performance of any of the terms and conditions or payment of any monies due and payable hereunder, the GUARANTOR shall forthwith on demand, without demur and irrespective of any dispute or difference pending between the LENDER and the BORROWER or any raised by the BORROWER pay to the LENDER such monies in payment whereof default shall have been made with interest thereon 36% at per annum from the date of the default till the payment and shall pay to the LENDER all claims, damages, loss, cost, charges or expenses which the LENDER may suffer, incurs or be put to as a result of default by the BORROWER.
 - The GUARANTOR agrees with the LENDER that the LENDER shall be at liberty to make variations in this agreement or in any terms and conditions thereof including manner of the payment of Installments or to enter into any arrangement with the BORROWER or to show any indulgence or to give time or not to sue, without any way affecting the liability of the GUARANTOR and the GUARANTOR hereby agrees that the GUARANTOR shall not be discharged from the liability hereunder by the LENDER releasing the BORROWER or any of the security it may hold by any act of omission or commission, the legal consequences whereof may otherwise have been to discharge the GUARANTOR.
 - The GUARANTOR waives in favour of the LENDER all or any of the rights that the GUARANTOR may have against the LENDER as surety or otherwise in law or otherwise to give effect to the provision hereof.
 - A notice of demand by the LENDER against GUARANTOR shall be the final and conclusive evidence that the BORROWER has committed a default and that the moneys and the amount claimed thereunder is due and payable by the BORROWER to the LENDER and the GUARANTOR shall not be entitled to challenge the notice on the ground that no default has been committed or the amount mentioned therein as due and payable is not payable or on any other ground.
 - The GUARANTOR agrees and declares the LENDER shall not be bound and compelled to take any proceeding, steps or action against the BORROWER for recovery, enforcement or realization of any of the dues from the BORROWER and against the said Product including repossessing the same under or pursuant to this agreement and the GUARANTOR shall be bound and liable to pay all monies payable under any form by virtue of this guarantee notwithstanding that the LENDER shall not have taken any steps or proceeding against the BORROWER or the Product.
 - The GUARANTOR guarantees that the BORROWER shall hand over to the LENDER possession of the Product as and when, under these presents, the BORROWER become liable to do so or as and when the LENDER become entitled to dispossess the Product under and pursuant to these presents and the GUARANTOR agrees to help and assist the LENDER in recovering possession of the Product.
 - The GUARANTOR in relation to the LENDER is and shall be the principal obligor in respect of all obligations, liability and responsibilities undertaken in favour of the LENDER under this guarantee and the LENDER is and shall be the principal obligor in respect of all obligations, liability and responsibilities undertaken in favour of the under this guarantee and the shall be entitled to proceed against the GUARANTOR as if the GUARANTOR was the principal debtor of the in respect under this guarantee and the LENDER shall be entitled to proceed against GUARANTOR the as if the GUARANTOR was the principal debtor of the LENDER in respect of all obligations and payments guaranteed by the GUARANTOR.
 - This guarantee shall not be affected by the death, insolvency or winding up of the BORROWER /Co- BORROWER or by absence of power or irregularity or informality on the part of the BORROWER / Co- BORROWER to take the Product under a loan or to enter into this agreement
 - That the LENDER shall be at liberty to sue the BORROWER and the Co-BORROWER / GUARANTOR jointly or severally or shall be entitled to proceed against the Co- BORROWER/ GUARANTOR only in the first instance.
 - That the indemnities / Guarantees contained herein shall remain in full force and effect for the entire period of the aforesaid Loan agreement and shall survive the termination by the BORROWER or the cancellation of the Loan or this agreement insofar as they relate to events which occurred during the period of the aforesaid Loan agreement or any extension hereof.
 - The GUARANTOR undertake that these indemnities / guarantees contained herein shall not be assigned, transferred, revoked, cancelled, altered, modified or withdrawn without the prior written consent of the LENDER.
 - Any notice to the BORROWER / Co- BORROWER / GUARANTOR by the LENDER shall be in writing and posted to the BORROWER 's / Co- BORROWER / GUARANTOR's last known address and any notice required to be given by the BORROWER / Co- BORROWER / GUARANTOR under this agreement shall be in writing and sent by Registered Post to the aforesaid address of the LENDER and for proving service, it shall be sufficient to show that the envelope containing the notice was properly addressed and posted.

22. **Assignment:**
- This agreement is personal to the **BORROWER** and the **BORROWER** shall not be entitled to transfer or assign any of its rights or obligations under this agreement to any person directly or indirectly without the prior written consent of the **LENDER** in this behalf. The **BORROWER** further agrees that during the period of this agreement the **BORROWER** shall not part with the Product to any third party.
 - The **LENDER** shall be entitled to assign its rights, obligations, duties and liabilities under this Agreement. In event of such assignment by the **LENDER** and if directed by the **LENDER** the **BORROWER** agrees to perform his obligations under this agreement qua such Assignee.
23. **Securitization:**
- The **BORROWER** expressly recognises and accepts that the **LENDER** shall be absolutely entitled and have full power and authorized to sell, assign or transfer in any manner, in whole or in part, or in such manner and on such terms as the **LENDER** may decide, including reserving a right to the **LENDER** to retain its powers hereunder to proceed against the **BORROWER** on behalf of the Purchaser, assignee or transferee, any or all outstanding dues of the **BORROWER** to any third party of the **LENDER**'s choice without reference to or without written intimation by the **LENDER** or to the **LENDER**.
 - Any such action and such sale, assignment or transfer shall bind the **BORROWER** to accept such third party as creditor exclusively or as a joint creditor with the **LENDER**, or as creditor exclusively with the right to the **LENDER** to continue to exercise all powers hereunder on behalf of such third party and to pay over such outstanding and dues to such third party and/or to the **LENDER** as the **LENDER** may direct.
 - Any cost in this behalf, whether on account of such sale, assignment or transfer or enforcement of rights and recovery of outstanding dues shall be to the account of the **BORROWER**.
 - The **BORROWER** acknowledges and undertakes to pay to third parties the difference between the cheque outstanding and the amount received by the **LENDER** in the event of transfer of the portfolio to a third party.
 - The third party shall have authority of the **BORROWER** to collect the due amount.
24. **Cross Default/Liability:**
The **BORROWER** agrees, confirms and acknowledges that any default by the **BORROWER** under any other Agreement or arrangement or guarantee or security or other in debtless of the **BORROWER** with the **LENDER** shall constitute an event of default under this agreement and vice-versa. The said amounts shall be deemed to be dues under this agreement secured by the security and vice-versa.
25. **Appropriation / Set Off and enforcement of security:**
Without prejudice to what is stated hereinabove, the **BORROWER** hereby expressly agrees and confirms that in the event of the **BORROWER** and/or the **Co- BORROWER** and/or the **GUARANTOR** failing to pay the outstanding amount under the loan or any other loan/facility or commits default under any agreement/s then the **LENDER** shall without prejudice to any of its rights under any other agreements with the **BORROWER**, shall at its sole discretion and with prior notice to the **BORROWER** be at liberty to apply any other money or amounts standing to the credit of the **BORROWER** and/or the **Co- BORROWER** and/or the **GUARANTOR** in any account with the **LENDER** and / or its holding/subsidiaries/ associate /affiliate / group company in or towards payment of the Dues or towards the Indebtedness of the **BORROWER** and/or **Co-BORROWER**.
In addition, notwithstanding the repayment of the Loan Balance, the **BORROWER** and/or the **Co- BORROWER** and/or the **GUARANTOR** hereby expressly and irrevocably authorizes the **LENDER** to take possession of/sell/transfer or otherwise dispose of any and all security created in favour of the **LENDER** under this Agreement or any other security under the possession or control of the **LENDER**/or the associate/affiliate or group company of the **LENDER** or any other security documents executed in favour of or deposited by the **BORROWER** and/or the **Co-BORROWER** and/or the **GUARANTOR** with **LENDER** and any/or the associate/affiliate or group company of the **LENDER** and appropriate the same towards satisfaction of amounts due to the **LENDER** on account of this agreement or another agreement or transaction entered into by the **BORROWER** and/or the **Co- BORROWER** and/or the **GUARANTOR** or on account of the Indebtedness of the **BORROWER** and/or **Co-BORROWER** and/or the **GUARANTOR**. The provisions of this Agreement and any security document executed pursuant to this Agreement shall apply mutatis mutandis to the manner of disposal of security and appropriation under this Clause.
26. **Disclaimer by LENDER:**
It is expressly clarified and declared that any Manufacturer / Dealer / Supplier for the Product by or through whom this transaction may have been introduced, negotiated or conducted shall not be deemed to be an agent of the **LENDER** and that the **LENDER** shall not be liable for any representation or statements made by such Manufacturer / Dealer / Supplier to the **BORROWER**.
27. **Additional Charges:**
Increase in Taxes / Revisions in Product Price
- The parties hereto confirm that the Installments have been arrived at after taking into account all relevant taxes, duties, charges and levies applicable as on the date of this agreement. The **BORROWER** agrees that the Installments will be increased by any fresh imposition or increase of Installments, taxes, duties, levies and charges during the subsistence of this agreement. In the event of such taxes, duties, levies and charges increasing during the period of the placing of the order for the Product and its acceptance and eventual delivery to the **BORROWER**, such increases shall also be borne and paid by the **BORROWER**.
 - If the price of the Product (in case of acquiring a new Product) is revised upwards after the date hereof and prior to delivery of Product then in that event the **BORROWER** shall pay all of the additional amount (in addition to the amount already paid or to be paid by him / it along with the Installment's as the price of the Product) that may be required for acquiring the Product at such revised price and the **LENDER** shall not be liable to pay any amount by way of loan or otherwise for such revision in price of the Product.
 - The **LENDER** shall not be responsible for any downward revisions in the Product price by the Manufacturer / Dealer / Supplier after the delivery of the Product and the **BORROWER** will not withhold payment of any installments on this ground.
 - The **BORROWER** shall during the period of this agreement and till all amounts payable under this agreement are paid by the **BORROWER** in full to the **LENDER**'s satisfaction herein bear all imposts, charges and other duties, taxes and penalties as may be levied from time to time by any government or any other authority pertaining to or in respect of the Product and/or this agreement and pay the same on demand by the **LENDER**.
 - The **BORROWER** agrees to reimburse to the **LENDER** immediately upon demand Goods & Services Tax (GST) as per applicable rate or any nature imposed now or hereafter whether during or after the termination of this agreement provided it is pertaining to the period of this agreement and till the duration that the **BORROWER** has paid all amounts to the **LENDER** under this agreement to the **LENDER**'s satisfaction the **BORROWER** shall also be liable to reimburse to the **LENDER** interest, penalty, fee, fine for any other losses that the **LENDER** may have to bear for reasons of having paid tax, duty, penalty or any other sum.

- f) If the **BORROWER** fails to pay the money referred to in sub-clause (a), (b), (d) & (e) above, the **LENDER** may pay the same and the **BORROWER** shall reimburse all sums so paid together with compensation charges as provided in clause 2 (b) hereof.
- g) Any failure on the part of the **BORROWER** to pay any such taxes, duties or other outgoings as set out in the sub clauses above, shall constitute a default of the agreement entitling the **LENDER** to take all or any remedial action as contained herein.
28. **Liability for Sales Tax / Other taxes of BORROWER:**
Any demand for payment of Goods & Services Tax (GST) as per applicable rate by whatsoever name called made by concerned authorities on the **LENDER** or any such discharge of payments made by the **LENDER** consequent to such demand shall be borne by the **BORROWER** and the **BORROWER** shall forthwith on demand pay and/or reimburse to the **LENDER** the said Goods & Services Tax (GST) as per applicable rate and levies.
- a. The **BORROWER** hereby expressly covenants with the **LENDER** that the **BORROWER** will not do or omit to do any act which may result in seizure and/or confiscation of the Product by the central or state government or local authority or any public officer or authority under any law for the time being in force.
- b. The **BORROWER** hereby agrees and declares that the **BORROWER's** obligations to pay all installments and all over due amounts payable under or pursuant hereto shall be absolute and unconditional.
29. **Miscellaneous Provisions:**
- a. Reservation of Rights
No forbearance, indulgence or relaxation or inaction by the **LENDER** at any time shall in any way affect, diminish or prejudice the right of the **LENDER** arising out of this agreement or acquiescence to or recognition of rights and/or position other than those expressly stipulated in this agreement.
- b. Cumulative Rights:
All remedies of either party under this agreement whether provided herein or conferred by statute, civil law, custom or trade usages are cumulative and not alternative and may be enforced successively or concurrently.
- c. Severability:
No modification or amendment of this agreement and no waiver of any of the terms and conditions hereof shall be valid or binding unless made in writing and duly executed by all the parties to this Agreement.
- d. Amendments:
No modification or amendment of this agreement and no waiver of any of the terms and conditions hereof shall be valid or binding unless made in writing and duly executed by all the parties to this Agreement.
- e. Payments: The **BORROWER / Co- BORROWER / GUARANTOR** shall not make any payments to any Direct Marketing Associate (DMA) and/or Direct Sales Associate (DSA) and/or any other Marketing & Sales Associate (MSA), whether known by any other name, of the **LENDER**. All payments by the **BORROWER / Co BORROWER / GUARANTOR** to the **LENDER** shall be made directly to the **LENDER**. The **LENDER** shall not be responsible/liable for any payments made by the **BORROWER / Co BORROWER / GUARANTOR** to any DMA/DSA/MSA of the **LENDER** and such payments being misappropriated by the DMA/DSA/MSA. All payments shall be made by crossed account payee cheque or demand draft/pay order payable to Kotak Mahindra Prime Limited.
- f. Loan Application: The loan application of the **BORROWER** shall form an integral part of this loan agreement.
- g. All documents submitted in connection with the loan application and/or this loan agreement including, but not limited to, photocopies of original documents, photographs, signature verification, address verification, bank details etc. shall become the sole property of the **LENDER** and shall not be returned/handed over by the **LENDER** to the **BORROWER / Co- BORROWER / GUARANTOR** or any person acting on their behalf.
30. **Disclosure of Information:**
The **BORROWER**, **Co- BORROWER**, and **GUARANTOR** hereby irrevocably agree and consent with the **LENDER** to disclose at any and all times and sharing with or in any manner making available to any agency, bureau, company, firm, association, corporate or unincorporated body, and any other person including any outside agency, the Credit Information Bureau of India Limited (CIBIL) or such other entity (Whether for its own use or for onward communication or disclosure by them to others) any information whatsoever concerning the **BORROWER**, **Co- BORROWER**, and **GUARANTOR** including their accounts, their financial relationship and history with the **LENDER**, the manner of operation of their accounts, the debit or credit balance in any and all account/s with the **LENDER**, any default by the **BORROWER**, **Co- BORROWER**, and **GUARANTOR**, any security created by the **BORROWER /Co- BORROWER / GUARANTOR** in favour of the **LENDER** for this or any other financial relationship or facilities granted or to be granted to the **BORROWER/Co- BORROWER / GUARANTOR** and/or their identities, ages, addresses, communication numbers and addresses and any other information of or relating to the **BORROWER/ Co- BORROWER GUARANTOR's** directors, shareholders, members, partners, and proprietors or immediate family members (hereinafter collectively referred to as "the Information"). The **BORROW / Co- BORROWER / GUARANTOR** shall not hold the **LENDER** responsible for sharing and/or disclosing the information now or in the future and also for any consequences suffered by the **BORROWER / Co- BORROWER / GUARANTOR** and/or others by reason thereof. The provisions of this clause shall survive ever after the term/termination of this Agreement and the repayment of the **BORROWER's** dues by the **BORROWER**.
31. **Arbitration:**
All disputes, differences and/or claim arising out of these presents or in any way touching or concerning the same or as to constructions, meaning or effect hereof or as to the rights and liabilities of the parties hereunder shall be settled by arbitration to be held in accordance with the provisions of the Arbitration and Conciliation Act, 1996 or any statutory amendments thereof and shall be referred to the arbitration of a sole arbitrator to be nominated by the **LENDER**. In the event of death, refusal, neglect, inability or incapability of a person so appointed to act as an arbitrator, the **LENDER** may appoint a new arbitrator. The award of the arbitrator shall be final and binding on all parties concerned. The arbitration proceedings shall be conducted in English language and held at the place more particularly mentioned in the SCHEDULE- I of the present agreement hereunder.
32. **Jurisdiction:**
It is further agreed by and between the parties hereto that subject to Clause 31 of this Agreement, the courts having jurisdiction over the arbitration proceeding under the Arbitration and Conciliation Act, 1996 or any statutory amendments thereof shall have jurisdiction in respect of any matter, claims or dispute arising out of or in any way relating to these presents or to anything to be done under or pursuant to these presents or of any clause or provision thereof.
33. **Acceptance:**
- a. I/We am / are aware that the **LENDER** shall agree to become a party to this agreement only after satisfying itself with regard to all conditions and details filled by me/ us in the agreement in consonance with the **LENDER's** policy.

- b. I / We agree that this agreement shall be concluded and become legally binding on the date when the authorised officer of the **LENDER** signing this agreement at the city wherein the **LENDER's** branch which is party to this agreement is situated.
- 34: The contents of this Agreement have been read out, explained and interpreted to the **BORROWER / Co- BORROWER / GUARANTOR** in the language known to the **BORROWER / Co- BORROWER / GUARANTOR** and the same has been understood by the **BORROWER, Co- BORROWER** and the **GUARANTOR**.

WITNESS DECLARATION BORROWER (S) SIGNS IN VERNACULAR LANGUAGE:

The contents of the Loan application and Agreement have been explained by me to the **Borrower(s) / Guarantor** in _____ (name of language in which **Borrower(s) / Guarantor** has signed) and the same have been understood by the **Borrower(s) / Guarantor**.

Name of Witness	Address of Witness	Signature of Witness

I/we confirm having read and understood the text contained in page no. 14 to 23 of this agreement.

IN WITNESS WHEREOF the parties have hereunto set and subscribed their respective hands to this writing on the day, date, and year as mentioned in the Schedule I to this Agreement.

SIGNED AND DELIVERED BY THE
withinnamed "Lender" KOTAK
MAHINDRA PRIME LIMITED

For KOTAK MAHINDRA PRIME LTD.

SIGNED AND DELIVERED BY THE
withinnamed Borrower

For MODI HOUSING FIN. LTD.

Authorised Signatory
Lender

SIGNED AND DELIVERED BY THE
withinnamed Co-Borrower

*

SIGNED AND DELIVERED BY THE
withinnamed Guarantor

G** / *[Signature]*

CIN: U45200TG2002PTC040192



Date : 27th September 2021

To,
Kotak Mahindra Prime Limited
27 BKC, C 27, G Block,
Bandra Kurla Complex, Bandra (E),
Mumbai-400051, Maharashtra, India

Dear Sir,

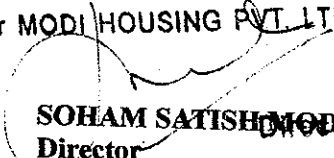
With reference to the loan availed by M/s MODI HOUSING PVT LTD., I / we the present directors of M/s MODI HOUSING PVT LTD., hereby confirm you that below are the list of directors for M/s MODI HOUSING PVT LTD., (Company Name).

S No.	Name of the Director	DIN No.
1.	SOHAM SATISH MODI	00522546
2.	TEJAL MODI	06983437
3.	GAURANG JAYANTILAL MODY	06983437

Thanking You,

Yours faithfully,
For MODI HOUSING PVT LTD

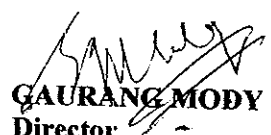
For MODI HOUSING PVT. LTD.


SOHAM SATISH MODI
Director

For MODI HOUSING PVT. LTD.


TEJAL MODI
Director

For MODI HOUSING PVT. LTD.


GAURANG MODY
Director

Director

Place: Secunderabad

Date: 27.09.2021


CERTIFIED COPY OF SPECIAL RESOLUTION OF THE MEMBERS OF THE COMPANY

The undersigned hereby certifies that he/she is the Director(s)/Company Secretary of Mr. Soham Satish Modi, Director, having its Registered Office at # 5-4-187/3 & 4, 2nd Floor, Soham Mansion, M.G Road, Secunderabad - 500003, Telangana (hereinafter referred to as the "Company") and that the following is true, correct and complete copy of the **Special Resolution(s)** consented by the company & adopted by the members of the Company at a meeting duly called and held on 27th September 2021 (**Date**) at Secunderabad (**Place**) at which a quorum was present and that the said resolutions are unchanged and are now in full force and effect :

That in the aforementioned meeting the members has been informed by the Chairman that Company intends to avail Finance Facility of a sum amounting to Rs.10,00,000/- Rupees (Ten Lakhs Only) from KOTAK MAHINDRA PRIME LIMITED (KMPL), on the following terms and condition;

- The amount shall be used for the purchase of _____ that are to be used by the officers of the Company and not for commercial purpose.
- The amount will be repayable in periodical instalment for tenure not exceeding 60 months
- That KMPL shall have the first and exclusive charge on the _____ financed.

Further, the Company has informed the members that the aforementioned Finance Facility will exceed aggregate of its paid-up share capital and free reserves together with the money already Borrowed, part from temporary loans obtained from Company's Bankers in the ordinary course of business.

RESOLVED THAT the Company authorized and empowered to enter into Finance facility with KMPL on the aforementioned conditions and in such form & terms as KMPL may require and to execute and deliver from time to time all documents including the promissory notes and such other evidences of indebtedness bearing such rate of interest as KMPL may require from time to time and Deed of Hypothecation or any other security instruments and power of attorney and such other documents and deeds for creating charge and evidence of the facility availed by the Company as required by KMPL.

FURTHER RESOLVED THAT below mentioned person/s are hereby authorized severally and/or jointly to execute and deliver on behalf of the Company, all documents including the promissory notes and such other evidences of indebtedness bearing such rate of interest as KMPL may require from time to time and Deed of Hypothecation or any other security instruments and power of attorney and such other documents and deeds for creating charge and evidence of the finance facility availed by the Company, as required by KMPL, the copies whereof were presented to the Board of Directors for their perusal and approval.

Name of Authorised Person	Designation
SOHAM SATISH MODI	Director

FURTHER RESOLVED THAT the Common Seal of the Company be affixed on the documents as required to be executed under the Common Seal of the Company in the manner as provided in the Articles of Association of the Company.

FURNISH FURTHER RESOLVED THAT the certified copy of the foregoing resolutions to Kotak Mahindra Prime Ltd. for their records and further action.

For **MODI HOUSING PVT LTD**

For **MODI HOUSING PVT. LTD.**

SOHAM SATISH MODI
Director

For **MODI HOUSING PVT. LTD.**

TEJAL MODI
Director

Director

For **MODI HOUSING PVT. LTD.**

GAURANG MODY
Director

Director

Place: Secunderabad
Date: 27.09.2021

CERTIFIED COPY OF RESOLUTION OF BOARD OF DIRECTORS

The undersigned hereby certifies that he/she is the Director(s)/Company Secretary of Mr. Soham Satish Modi, Director, having its Registered Office at # 5-4-187/3 & 4, 2nd Floor, Soham Mansion, M.G Road, Secunderabad - 500003, Telangana (hereinafter referred to as the "Company") and that the following is true, correct and complete copy of the **Resolution(s)** consented by the company & adopted by the Board of Directors of the Company at a meeting duly called and held on 27th September 2021 (**Date**) at Hyderabad (**Place**) at which a quorum was present and that the said resolutions are unchanged and are now in full force and effect :

That in the aforementioned meeting the Board has been informed by the Chairman that Company intends to avail Finance Facility of a sum amounting to Rs.10,00,000/- Rupees (Ten Lakhs Only) from KOTAK MAHINDRA PRIME LIMITED (KMPL), on the following terms and condition;

- The amount shall be used for the purchase of _____ which are to be used by the officers of the Company and not for commercial purpose.
- The amount will be repayable in periodical instalment for tenure not exceeding 60 months
- That KMPL shall have the first and exclusive charge on the _____ financed.

RESOLVED THAT the Company authorized and empowered to enter into Finance facility with KMPL on the aforementioned conditions and in such form & terms as KMPL may require and to execute and deliver from time to time all documents including the promissory notes and such other evidences of indebtedness bearing such rate of interest as KMPL may require from time to time and Deed of Hypothecation or any other security instruments and power of attorney and such other documents and deeds for creating charge and evidence of the facility availed by the Company as required by KMPL.

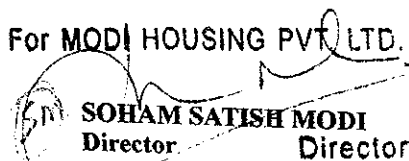
FURTHER RESOLVED THAT below mentioned person/s are hereby authorized severally and/or jointly to execute and deliver on behalf of the Company, all documents including the promissory notes and such other evidences of indebtedness bearing such rate of interest as KMPL may require from time to time and Deed of Hypothecation or any other security instruments and power of attorney and such other documents and deeds for creating charge and evidence of the finance facility availed by the Company, as required by KMPL, the copies whereof were presented to the Board of Directors for their perusal and approval.

Name of Authorised Person	Designation
SOHAM SATISH MODI	Director

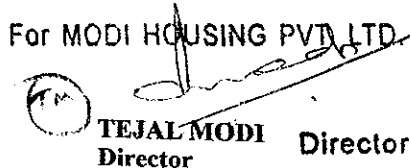
FURTHER RESOLVED THAT the Common Seal of the Company be affixed on the documents as required to be executed under the Common Seal of the Company in the manner as provided in the Articles of Association of the Company.

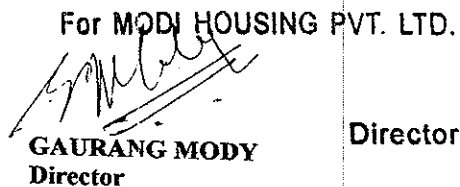
Furnish FURTHER RESOLVED THAT the certified copy of the foregoing resolutions to Kotak Mahindra Prime Ltd. for their records and further action.

For **MODI HOUSING PVT LTD**

For **MODI HOUSING PVT LTD.**

SOHAM SATISH MODI
 Director

Place: Secunderabad
 Date: 27.09.2021

For **MODI HOUSING PVT LTD.**

TEJAL MODI
 Director

For **MODI HOUSING PVT. LTD.**

GAURANG MODY
 Director

Director

CIN: U45200TG2002PTC040192



MODI
Housing Pvt. Ltd.

Date : 27th September 2021

To,
Kotak Mahindra Prime Limited
27 BKC, C 27, G Block,
Bandra Kurla Complex, Bandra (E),
Mumbai-400051, Maharashtra, India

Dear Sir,

With reference to the loan availed by M/s MODI HOUSING PVT LTD I / we the present directors/ Company Secretary of M/s MODI HOUSING PVT LTD., hereby confirm you that below are the list of shareholders for M/s MODI HOUSING PVT LTD., (Company Name).

S. No.	Name of the Share Holder	No of Shares held	Share holding in %	Amount paid up (Rs.)	PAN Card No.
1	M/s. Modi Properties Pvt Ltd	10,400	50.58%	10,40,000	AABCM4761E
2	Mr. Soham Satish Modi	9800	48.04%	9,80,000	ABMPM6725H
3.	Ms. Tejal Modi	200	0.98%	20,000	ADDPM3623R

Thanking You,

Yours faithfully,
For **MODI HOUSING PVT LTD**

For MODI HOUSING PVT. LTD.

SOHAM SATISH MODI
Director

For MODI HOUSING PVT. LTD.

TEJAL MODI
Director

For MODI HOUSING PVT. LTD.

GAURANG MODY
Director

Director

Place: Secunderabad

Date: 27.09.2021

CIN: U45200TG2002PTC040192



MODI
Housing Pvt. Ltd.

Date : 27th September 2021

To,
Kotak Mahindra Prime Limited
27 BKC, C 27, G Block,
Bandra Kurla Complex, Bandra (E),
Mumbai-400051, Maharashtra, India

Sub: Borrowing Power Certificate under Section 180 of the Companies Act, 2013.

Dear Sir,

We, M/s. Modi Housing Pvt Ltd., residing # 5-4-187/3&4, 2nd Floor, Soham Mansion, M.G Road, Secunderabad - 500 003, Telangana, hereby confirm that our total borrowings, after inclusion of the proposed Loan/ Lease Finance, Facility of Rs. 10,00,000/- (Rupees Ten Lakhs Only) to be advanced by Kotak Mahindra Prime Limited, is within the overall borrowing powers as approved by the shareholders/Board of Directors of Mr. Soham Satish Modi, Ms. Tejal Modi & Mr. Gaurang Jayantilal Mody.

Thanking You,

Yours faithfully,
For MODI HOUSING PVT LTD

For MODI HOUSING PVT LTD.


SOHAM SATISH MODI
Director

For MODI HOUSING PVT. LTD.


TEJAL MODI
Director

For MODI HOUSING PVT. LTD.


GAURANG MODY
Director

Director

Place: Secunderabad
Date: 27.09.2021



Volkswagen

MODY AUTO(INDIA) PVT LTD
 Authorised Dealer : VOLKSWAGEN INDIA PVT LTD
 3-11-468,SHIVAGANGA COLONY
 HYDERABAD, TS - 500035 Contact # 040-30477600
 GSTIN # 36AAHCM1624J1ZH Dealer Code:

MODY GROUP
 www.modygroup.co.in

TAX INVOICE

Customer Id M0006
Name of the Customer MODI HOUSING PRIVATE LIMITED
Address GAURANG JAYANTIL MODY
 2ND FLOOR 5-4-187/3 AND 4
 SOHAM MANSION
 MG ROAD
 HYDERABAD
 500003
Mobile # 8885583001
GST NO # 36AADCM5906D2ZO
PAN NO # AADCM5906D
Aadhar NO #
Hypothecation with KOTAK MAHINDRA PRIME LIMITED

Invoice No. 275
Date 30-09-2021 16:22:54

PRODUCT DETAILS

Description	Amount
Model: TAIGUN GT PLUS 1.5 TSI	1,206,827.58
Colour: REFLEX SILVER	
Chassis No: MEXJ21CW2NT000938	
Engine No: DUMA06461	
HSN Code: 87032191	
Total Amount	1,206,827.58
LESS : Discount	.00
Taxable Value	1,206,827.58
CGST @ 14%	168955.86
SGST @ 14%	168955.86
CESS @ 17%	205160.69
Grand Total	1,749,900.00
Ex Showroom Price	1,749,900.00
Invoice Amount in Words: Rs. Seventeen Lakh Fourty Nine Thousand Nine Hundred Only	

Dealer PAN # AAHCM1624J
 Dealer CIN # U50100TG2011PTC074254

Customer's Signature



Terms & Conditions

1. E & O.E.
2. Goods once sold will not be returned or exchanged under any circumstances.
3. The vehicle/documents has been thoroughly inspected, tested and is free of any kind of defect and is upto my satisfaction.
4. I have also read the warranty terms and conditions as explained in the owner's manual & understand that my warranty claims if any, will be considered by the manufacturer only in accordance with the scope and limit of warranty as laid down in the warranty certificate.
5. All disputes are subjected to the jurisdiction of courts of law at CITY.
6. I have checked my particulars and are correct to best of my knowledge.
7. I have received the vehicle in good condition along with tool and first aid kit and other compulsory accessories.
8. Registration and insurance will be done at the owner's risk and liability.
9. I have understood all the conditions about Colour, Model and Manufacturing Date.
10. All finance cases are subject to actual disbursement/realization of loan. Excess/refund to be borne by customer.

TELANGANA TRANSPORT DEPARTMENT

Dear GAURANG MODY,

Thank you for availing online services of the Telangana Transport Department. We are proud to offer you online services for your comfort and convenience. Congratulations on the purchase of your vehicle.

Your vehicle has been temporarily registered with TR No TS07BTTR3034 valid until 29/10/2021.

You must get your vehicle registered at the RTO office RTA-HYDERABAD-NZ - TS010. Any delay will entail a late fee which will be collected at the time of Registration.

Please check that you have received the following documents from the dealer:

1. Form 20 (Will be given in duplicate if the vehicle is covered by finance)
2. Form 21 (signed by the dealer)
3. Form 22 (given by the vehicle manufacturer duly facsimiled)
4. Life Tax receipt
5. Temporary Registration Certificate
6. Invoice from the Dealer
7. Insurance copy (wherever applicable)

PERMANENT REGISTRATION :

Permanent registration can be done only at the respective RTO office. Please remember you can register your vehicle at the RTO office having jurisdiction on either your place of residence or business. No requests for data transfer will be entertained.

The registration process is very simple. You will have to bring your vehicle personally along with the above 7 documents with an original copy of address proof (phone bill, electricity bill, passport, voters id card, ration card, bank statement, LIC) and PAN card in case of light Motor Vehicle and get it inspected by the MVI. You or your authorized signatory (In case of company) will have to personally sign in the computer of the Transport Department.

The RC book will be dispatched to you by speed post.

Fees and Service Charges paid to the Transport Department :

Payment made

- | | |
|---------------------|------------|
| 1. Registration Fee | Rs. 600.00 |
| 2. Smart Card Fee | Rs. 200.00 |
| 3. Service Charge | Rs. 400.00 |
| 4. Postal Charge | Rs. 35.00 |

Total	Rs. 1235
-------	----------

You may be liable to differential life tax depending on the number of vehicles registered in your name.

Important :-

Kindly be advised that there is no need to approach the dealer or any unauthorized agent to assist you in registration, it is very simple; just experience the warmth of the services by the Transport Department. For knowing more details visit us on www.transport.telangana.gov.in
Please bring your vehicle with valid documents.

Look forward to see you soon for permanent registration of your vehicle.
Telangana Transport Department

SKODA AUTO Volkswagen India Private Limited
(formerly known as Volkswagen India Private Limited)

E 1, MIDC Industrial Area (Phase III), Village Nighoje Mhalunge, Kharabwadi, Tal. Khed, Chakan, Pune - 410 501.

"Form 22

[See rules 47 (1)(g)]

ROAD-WORTHINESS CERTIFICATE

For

Compliance to Emission and Noise Standards

(To be issued by the Manufacturer or Importer or Registered Association in case of E-rickshaw or E-cart, along with the vehicle)

It is certified that the following vehicle complies with the provisions of the Motor Vehicles Act, 1988, and the rules made thereunder:

- Model / Commercial name of the vehicle : Volkswagen TAIGUN GT PLUS 1.5L TSI 110KW DSG
- Chassis number : MEXJ21CW2NT000938
(Example :- Vehicle Identification Number (VIN) or ATIN or PIN / Trailer Identification Number etc)
- Engine Number (Motor Number, in Case of Battery-Operated Vehicles) : DUM A06461
- Applicable Emission norms : BHARAT STAGE VI
(Example :- Bharat Stage - IV / VI / TREM - III / Equivalent, as permitted under the act, Select NA for Battery Operated Vehicle)
- Emission, Sound level for Horn and Pass by noise values of the above vehicle model, obtained during Type Approval Testing as per Central Motor Vehicle Rules, 1989 are given below :
 - Type Approval Certificate No. : AAGN 0338 date: 10.08.2021
 - Type of Fuel : PETROL
(Example :- Petrol / Diesel / CNG / LPG / Dual / Biofuel / Hybrid etc.)
 - Emission values for vehicles :

TABLE
Positive Ignition Engine or Compression Ignition Engine Vehicles

Sr. No.	Pollutant (as applicable)	Units (as applicable)	Value (upto 3 decimal places)
(1)	(2)	(3)	(4)
1	Carbon Monoxide (CO)	mg / km or mg / kWh or g / kWh	132.591
2	Hydrocarbon, (THC/HC)	mg / km or mg / kWh or g / kWh	45.578
3	Non-Methane Hydrocarbon (NMHC)	mg / km or mg / kWh or g / kWh	41.414
4	Oxides of Nitrogen (NOx)	mg / km or mg / kWh or g / kWh	23.187
5a	HC + NOx	mg / km or mg / kWh or g / kWh	Not Applicable
5b	THC + NOx	mg / km or mg / kWh	Not Applicable
6	Methane (CH ₄)	mg / kWh	Not Applicable
7	Ammonia (NH ₃)	PPM	Not Applicable
8	Mass of Particulate Matter (PM)	mg / km. or mg / kWh or g / kWh	0.000
9	Number of Particles (PN)	Numbers / km or Numbers / kWh	4.279 E+10

(iv) Noise level (as applicable) :

(a) Horn (for all vehicles other than agricultural tractors and construction equipment vehicles) as installed on the vehicle : 87.7
(upto 1 decimal place)

(b) Pass by or Bystander's position : 71 dB(A);

(c) Driver-perceived or Operator's ear level (as applicable for agricultural tractors and construction equipment vehicles) : Not Applicable dB(A)

Signature of Manufacturer



FORM - 20
(See Rule 47)

APPLICATION FOR REGISTRATION OF A MOTOR VEHICLE

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

To
The Registering Authority,
RTA-HYDERABAD-NZ - TS010

1.	Full Name of person to be registered as Registered owner	MODI HOUSING PVT LTD
	Son/Wife/Daughter of	GAURANG MODY
2.	Age of person to be registered as Registered owner	
3.	Permanent Address (Proof to be enclosed) (Electoral Roll/Life Insurance/ Policy/ Passport/ Pay slip issued by any office of the Central Government/State Government or a local body/ Any other document or documents as may be prescribed by the State Government)	2ND FLOOR 5-4-187/3&4 SOHAM MANSION MG ROADHYDERABAD SECUNDRABAD (M) HYDERABAD (DT) TG
4.	Temporary/Official Address (if any)	2ND FLOOR 5-4-187/3&4 SOHAM MANSION MG ROAD HYDERABAD SECUNDRABAD (M) HYDERABAD (DT) TG
5.	Duration of stay at the present address	
6.	The annual income and PAN/GIR number of the owner	
7.	(a) Place of Birth	Village/Town/City: Mandal/Zone: District: State:
	(b) Date of Birth	
8.	If place of birth outside India, when migrated to India	
9.	Declaration of citizenship status (i) If deemed citizen or citizen by birth (Birth certificate and school certificate in support of citizenship as Indian to be enclosed)	
	(ii) If citizenship is acquired by Descent/Registration (In case citizenship acquired by descent, birth certificate, Land/Property document of parent/in case of citizenship acquired by registration, certificate to be enclosed)	
	(iii) If citizenship by Naturalization (Certificate of Naturalization and certificate of registration to be enclosed)	
	(iv) If Non-Indian Citizen (Valid passport or other travel documents and such other document or authority as may be prescribed by law to be enclosed)	
10.	Name and address of the Dealer or Manufacturer from whom the vehicle was purchased (sale certificate and certificate of road worthiness issued by the manufacturer to be enclosed)	MODY AUTO(INDIA) PVT LTD PLOT NO:8 FORMING PART OF SY NO:102/3/B NAGOLE VILLAGE SAROORNAGAR HYDERABAD RANGA REDDY - 500039
11.	If ex-army vehicle or imported vehicle, enclose proof. If locally manufactured Trailer/Semi-trailer, enclose the Approval of design by the State Transport Authority and Note the proceedings number and date of approval	
12.	Class of vehicle (if motor cycle, whether with or without gear)	MOTOR CAR
13.	The motor vehicle is (a) a new vehicle (b) ex-army vehicle (c) imported vehicle	
14.	Type of body	Saloon
15.	Type of vehicle	Non Transport
16.	Makers name	M/S.SKODA AUTO VOLKSWAGEN INDIA PRIVATE LIMITED
17.	Month and year of manufacture	09-2021

18.	Number of cylinders	4
19.	Horse power	147.51
20.	Cubic capacity	1498.00
21.	Maker's classification or if not known, wheel base	2651
22.	Chassis No.(Affix pencil print)	MEXJ21CW2NT000938
23.	Engin Number or Motor Number in case of Battery Operated Vehicles	DUMA06461
24.	Seating capacity (including driver)	5
25.	Fuel used in the engine	PETROL
26.	Unladen weight	1310.00
27.	Particulars of previous registration and registered number(if any)	
28.	Colour or colours of body wings and front end	REFLEX SILVER

I here by declare that the motor vechile has not been registered in any state in India

ADDITIONAL PARTICULARS TO BE COMPLETED ONLY IN THE CASE OF TRANSPORT VEHICLES OTHER THAN MOTOR CAB

29.	Number,description,size and ply rating of tyres,as declared by the manufacturer	a) Front Axle= 205/55 R17 b) Rear Axle= c) Any Other Axle= 205/55 R17 d) Tandem Axle=
30.	Gross vehicle weight	(a) as certified by manufacturer 1700.00 Kgms (b) To be registered 1700.00 Kgms
31.	Maximum axle weight	a) Front Axle= 910.00 b) Rear Axle= 790.00 c) Any Other Axle= 0.00 d) Tandem Axle= 0.00
32.	(a)Overall length (b)Overall width (c)Overall height (d)Over hang	

The above particulars are to be filled in for a rigid frame motor vehicle of two or more axle for an articulated vehicle of three or more axles or, to the extent applicable, for trailer, where a second semi-trailer or additional semi-trailer are to be registered with an articulated motor vehicle. The following particulars are to be furnished for each such semi-trailer

33.	Type of body	Saloon
34.	Unladen weight	1310.00
35.	Number,description and size of tyres on each axle	
36.	Maximum axle weight in respect of each axle	
37.	The vechile is covered by a valid certificate of insurance under Chapter XI of the Act	Insurance Certificate or Cover Note No SF885460 Date 30-09-2021 of (name of company)valid from 30-09-2021 to 29-09-2024
38.	The vechile is exempted from insurance. The relevant order is enclosed	
39.	I have paid the prescribed fee of Rs.	

Date:

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

Note:-The motor vechile above described is-

- (i) Subject to Hire-purchase agreement/lease agreement with
- (ii) Subject to hypothecation in favour of KOTAK MAHINDRA PRIME LTD.
- (iii) Not held under Hire-purchase agreement, or lease agreement or subject to hypothecation

Strike out whatever is inapplicable, if the vechile is subject to any such agreement the signature of the Financier with whom such agreement has been entered into is to be obtained.

Signature of the financier with whom an Agreement of Hire-purchase, Lease or Hypothecation has been entered into

Signature or thumb impress of the registered owner

CERTIFICATE OF INSPECTION OF MOTOR VEHICLE

Certified that the particulars contained in the application are true and that the vehicle complies with the requirements of the Motor Vehicles Act 1988 and the Rules made there under

Date:

Ref No

TR No TS07BTTR3034

Chassis No MEXJ21CW2NT000938

Engine No DUMA06461

Signature of the Inspecting Authority

Name

Designation

OFFICE ENDORSEMENT

Office of the

The above said motor vehicle has been assigned the Registration number and registered in the name of the applicant and the vehicle is subjected to an agreement of Hire-purchase/Lease/Hypothecation with the financier referred above

Date:

Signature of the Registering Authority

To

The Financier

.....
(to be sent by registered post acknowledgment due)

Specimen signature or thumb-impression of the person to be registered as Registered Owner and Financier are to be obtained in original application for affixing and attestation by the Registering Authority with office seal in form 23 and 24 in such a manner that the part of impression of seal or a stamp and attestation shall fall upon each signature

Specimen signature of the financier

Specimen signature of the Registered Owner

(1)

(1)

(2)

(2)

MODY AUTO(INDIA) PVT LTD
PLOT NO:8, FORMING PART OF SY NO:102/3/B, NAGOLE VILLAGE, SAROORNAGAR, RANGA REDDY

FORM - 21

(See Rule 47 (a) and (d))

SALE CERTIFICATE

Certified that VW TAIGUN GT 1.5L TSI 110KW DSG BSVI has been delivered on 30-09-2021 by us to

1 Name of the buyer	MODI HOUSING PVT LTD
2 Permanent Address	Temporary Address
2ND FLOOR 5-4-187/3&4	2ND FLOOR 5-4-187/3&4
SOHAM MANSION	SOHAM MANSION
MG ROAD	MG 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, KOTAK MAHINDRA PRIME LTD

Details of the vehicle are given below :

1 Class of Vehicle	MOTOR CAR
2 Maker's Name	M/S.SKODA AUTO VOLKSWAGEN INDIA PRIVATE LIMITED
3 Chassis No.	MEXJ21CW2NT000938
4 Engine No.	DUMA06461
5 Horse Power / Cubic Capacity	147.51/1498.00
6 Fuel Used	PETROL
7 No. of Cylinders	4
8 Month & Year of manufacture	09-2021
9 Seating Capacity (including driver)	5
10 Unladen Weight	1310.00
11 Maximum axel weight & number & Description of tyres (In case of Transport vehicle)	

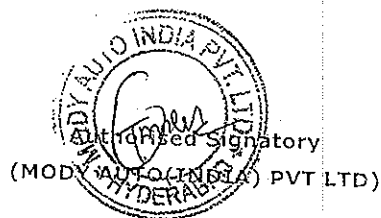
a) Front Axle= 205/55 R17

b) Rear Axle=

c) Any Other Axle= 205/55 R17

d) Tandem Axle=

12 Colour of Body	REFLEX SILVER
13 Gross Vehicle Weight	1700.00
14 Type of Body	Saloon
15 Blinkers / Indicators Fitted	



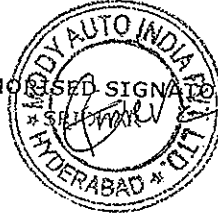


GOVERNMENT OF TELANGANA
TRANSPORT DEPARTMENT

TAX RECEIPT

Transaction Number :	49NETR008606339	Invoice Date :	30-09-2021
ULW :	1310.00	Class of vehicle :	MCRN
GVW :	1700.00	Tax :	244990
Seating Capacity :		HPA Fee :	1500.00
Temp Regn No :	TS07BTTR3034	TR Fee :	300.00
Chassis No :	MEXJ21CW2NT000938	Penalty :	0.00
Engine No :	DUMA06461	TR Service Charge :	100.00
Tax Type :		Application Fee :	600
ToBe Registered At :	RTA-HYDERABAD-NZ - TS010	Smart Card Fee :	200
Name Of Customer :	MODI HOUSING PVT LTD	Postal Charge :	35
Date :	30-09-2021	Reg. Service Charge :	400
Invoice Amount :	1749900.00	Collected Amt :	248125.00
Permit Fee :	0	Authorization Fee :	0
Permit Service Fee :	0		

AUTHORIZED SIGNATORY



Dear MODI HOUSING PVT LTD ,

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)

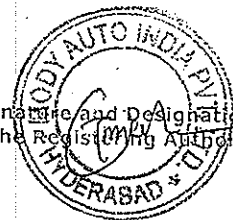
Temporary Registration Mark	: TS07BTTR3034
Name of the Owner	: MODI HOUSING PVT LTD
Display Name on RC Card	: MODI HOUSING PVT LTD
Father/Husband/Rep. by Name	: GAURANG MODY
Nationality	: Indian
Address	: 2ND FLOOR 5-4-187/3&4, SOHAM MANSTON MG ROAD, SD ROAD SECUNDRABAD(M), HYDERABAD(DT), HYDERABAD
Description of Vehicle	: MOTOR CAR
Class of Vehicle	: MCRN
Maker's Name	: M/S.SKODA AUTO VOLKSWAGEN INDIA PRIVATE LIMITED
Type of Body	: Saloon
Seating Capacity	: 5
Colour	: REFLEX SILVER
Engine No	: DUMA06461
Chassis No	: MEXJ21CW2NT000938
Maker's Class	: VW TAIGUN GT 1.5L TSI 110KW DSG BSVI
Fuel Used	: PETROL
Vehicle to be Registered at	: RTA-HYDERABAD-NZ - TS010 OPP. HANUMAN TEMPLE TIRUMALAGHERRY, SECUNDRABAD 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

TS07BTTR3034

Valid From	: 30-09-2021	Valid Upto	: 29-10-2021
Tax Paid Rs.	: 244990		
TR Fees Rs.	: 300.00		
HPA Fees Rs.	: 1500.00		
Transaction No	: 49NETR008606339	Date	: 30-09-2021
This Vehicle is	UNDER HYPOTHICATION WITH KOTAK MAHINDRA PRIME LTD SOMAJIGUDA HYDERABAD		
Date	: 08-10-2021		

Signature and Designation
of the Registering Authority



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, Invoice, Insurance Papers

Note: Please ensure to get HSRP (Number Plate) affixed at your Dealer from whom the vehicle was purchased after Registration of your vehicle within 4 days from the date of Registration failing which fine would be levied.



Volkswagen

MODY AUTO(INDIA) PVT LTD
Authorized Dealer : VOLKSWAGEN INDIA PVT LTD
3-11-468,SHIVAGANGA COLONY
HYDERABAD, TS - 500035 Contact # 040-30477600
GSTIN # 36AAHCM1624J1ZH Dealer Code:

MODY GROUP
www.modygroup.co.in

TAX INVOICE

Customer Id M0006
Name of the Customer MODI HOUSING PRIVATE LIMITED
Address GAURANG JAYANTILAL MODY
2ND FLOOR 5-4-187/3 AND 4
SOHAM MANSION
MG ROAD
HYDERABAD
500003
Mobile # 8885583001
GST NO # 36AADC5906D2ZO
PAN NO # AADC5906D
Aadhar NO #
Hypothecation with KOTAK MAHINDRA PRIME LIMITED

Invoice No 275
Date 30-09-2021 16:49:59

PRODUCT DETAILS

Description	Amount
Model: TAIGUN GT PLUS 1.5 TSI	1,206,827.58
Colour: REFLEX SILVER	
Chassis No: MEXJ21CW2NT000938	
Engine No: DUMA06461	
HSN Code: 87032191	
Total Amount	
LESS : Discount	1,206,827.58
Taxable Value	.00
CGST @ 14%	1,206,827.58
SGST @ 14%	168955.86
CESS @ 17%	168955.86
Grand Total	205160.69
	1,749,900.00
Ex Showroom Price	
	1,749,900.00

Invoice Amount in Words: Rs. Seventeen Lakh Fourty Nine Thousand Nine Hundred Only

Dealer PAN # AAHCM1624J
Dealer CIN # U50100TG2011PTC074254

For MODY AUTO(INDIA) PVT LTD



Customer's Signature

Terms & Conditions

1. E & O.E.
2. Goods once sold will not be returned or exchanged under any circumstances.
3. The vehicle/documents has been thoroughly inspected, tested and is free of any kind of defect and is upto my satisfaction.
4. I have also read the warranty terms and conditions as explained in the owner's manual & understand that my warranty claims if any, will be considered by the manufacturer only in accordance with the scope and limit of warranty as laid down in the warranty certificate.
5. All disputes are subjected to the jurisdiction of courts of law at CITY.
6. I have checked my particulars and are correct to best of my knowledge.
7. I have received the vehicle in good condition along with tool and first aid kit and other compulsory accessories.
8. Registration and insurance will be done at the owner's risk and liability.
9. I have understood all the conditions about Colour, Model and Manufacturing Date.
10. All finance cases are subject to actual disbursement/realization of loan. Excess/refund to be borne by customer.

FORM - 20
(See Rule 47)

APPLICATION FOR REGISTRATION OF A MOTOR VEHICLE

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

To
The Registering Authority,
RTA-HYDERABAD-NZ - TS010

1.	Full Name of person to be registered as Registered owner	MODI HOUSING PVT LTD
	Son/Wife/Daughter of	GAURANG MODY
2.	Age of person to be registered as Registered owner	
3.	Permanent Address (Proof to be enclosed) (Electoral Roll/Life Insurance/ Policy/ Passport/ Pay slip issued by any office of the Central Government/State Government or a local body/ Any other document or documents as may be prescribed by the State Government)	2ND FLOOR 5-4-187/3&4 SOHAM MANSION MG ROAD HYDERABAD SECUNDRABAD (M) HYDERABAD (DT) TG
4.	Temporary/Official Address (if any)	2ND FLOOR 5-4-187/3&4 SOHAM MANSION MG ROAD HYDERABAD SECUNDRABAD (M) HYDERABAD (DT) TG
5.	Duration of stay at the present address	
6.	The annual income and PAN/GIR number of the owner	
7.	(a) Place of Birth	Village/Town/City: Mandal/Zone: District: State:
	(b) Date of Birth	
8.	If place of birth outside India, when migrated to India	
9.	Declaration of citizenship status (i) If deemed citizen or citizen by birth (Birth certificate and school certificate in support of citizenship as Indian to be enclosed)	
	(ii) If citizenship is acquired by Descent/Registration (In case citizenship acquired by descent, birth certificate, Land/Property document of parent/in case of citizenship acquired by registration, certificate to be enclosed)	
	(iii) If citizenship by Naturalization (Certificate of Naturalization and certificate of registration to be enclosed)	
	(iv) If Non-Indian Citizen (Valid passport or other travel documents and such other document or authority as may be prescribed by law to be enclosed)	
10.	Name and address of the Dealer or Manufacturer from whom the vehicle was purchased (sale certificate and certificate of road worthiness issued by the manufacturer to be enclosed)	MODY AUTO(INDIA) PVT LTD PLOT NO:8 FORMING PART OF SY NO:102/3/B NAGOLE VILLAGE SAROORNAGAR HYDERABAD RANGA REDDY - 500039
11.	If ex-army vehicle or imported vehicle, enclose proof. If locally manufactured Trailer/Semi-trailer, enclose the Approval of design by the State Transport Authority and Note the proceedings number and date of approval	
12.	Class of vehicle (if motor cycle, whether with or without gear)	MOTOR CAR
13.	The motor vehicle is (a) a new vehicle (b) ex-army vehicle (c) imported vehicle.	
14.	Type of body	Saloon
15.	Type of vehicle	Non Transport
16.	Makers name	M/S.SKODA AUTO VOLKSWAGEN INDIA PRIVATE LIMITED
17.	Month and year of manufacture	09-2021

18.	Number of cylinders	4
19.	Horse power	147.51
20.	Cubic capacity	1498.00
21.	Maker's classification or if not known, wheel base	2651
22.	Chassis No. (Affix pencil print)	MEXJ21CW2NT000938
23.	Engin Number or Motor Number in case of Battery Operated Vehicles	DUMA06461
24.	Seating capacity (including driver)	5
25.	Fuel used in the engine	PETROL
26.	Unladen weight	1310.00
27.	Particulars of previous registration and registered number (if any)	
28.	Colour or colours of body wings and front end	REFLEX SILVER

I here by declare that the motor vechile has not been registered in any state in India

ADDITIONAL PARTICULARS TO BE COMPLETED ONLY IN THE CASE OF TRANSPORT VEHICLES OTHER THAN MOTOR CAB

29.	Number, description, size and ply rating of tyres, as declared by the manufacturer	a) Front Axle= 205/55 R17 b) Rear Axle= c) Any Other Axle= 205/55 R17 d) Tandem Axle=
30.	Gross vehicle weight	(a) as certified by manufacturer 1700.00 Kgms (b) To be registered 1700.00 Kgms
31.	Maximum axle weight	a) Front Axle= 910.00 b) Rear Axle= 790.00 c) Any Other Axle= 0.00 d) Tandem Axle= 0.00
32.	(a) Overall length (b) Overall width (c) Overall height (d) Over hang	

The above particulars are to be filled in for a rigid frame motor vehicle of two or more axle for an articulated vehicle of three or more axles or, to the extent applicable, for trailer, where a second semi-trailer or additional semi-trailer are to be registered with an articulated motor vehicle. The following particulars are to be furnished for each such semi-trailer

33.	Type of body	Saloon
34.	Unladen weight	1310.00
35.	Number, description and size of tyres on each axle	
36.	Maximum axle weight in respect of each axle	
37.	The vechile is covered by a valid certificate of insurance under Chapter XI of the Act	Insurance Certificate or Cover Note No SF885460 Date 30-09-2021 of (name of company) valid from 30-09-2021 to 29-09-2024
38.	The vechile is exempted from insurance. The relevant order is enclosed	
39.	I have paid the prescribed fee of Rs.	

Date:

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

Note:-The motor vechile above described is-

- (i) Subject to Hire-purchase agreement/lease agreement with
- (ii) Subject to hypothecation in favour of KOTAK MAHINDRA PRIME LTD.
- (iii) Not held under Hire-purchase agreement, or lease agreement or subject to hypothecation

Strike out whatever is inapplicable, if the vechile is subject to any such agreement the signature of the Financier with whom such agreement has been entered into is to be obtained.

Signature of the financier with whom an Agreement of Hire-purchase, Lease or Hypothecation has been entered into

Signature or thumb impress of the registered owner

CERTIFICATE OF INSPECTION OF MOTOR VEHICLE

Certified that the particulars contained in the application are true and that the vehicle complies with the requirements of the Motor Vehicles Act 1988 and the Rules made there under

Date:

Ref No

TR No TS07BTTR3034

Chassis No MEXJ21CW2NT000938

Engine No DUMA06461

Signature of the Inspecting Authority

Name

Designation

OFFICE ENDORSEMENT

Office of the

The above said motor vehicle has been assigned the Registration number and registered in the name of the applicant and the vehicle is subjected to an agreement of Hire-purchase/Lease/Hypothecation with the financier referred above

Date:

Signature of the Registering Authority

To

The Financier

.....
(to be sent by registered post acknowledgment due)

Specimen signature or thumb-impression of the person to be registered as Registered Owner and Financier are to be obtained in original application for affixing and attestation by the Registering Authority with office seal in form 23 and 24 in such a manner that the part of impression of seal or a stamp and attestation shall fall upon each signature

Specimen signature of the financier

(1)

(2)

Specimen signature of the Registered Owner

(1)

(2)



**TELANGANA STATE TRANSPORT DEPARTMENT
CERTIFICATE OF REGISTRATION**

Regn. Number : **T310FA 5142**
Regd. Owner : **MODI HOUSING PVT LTD**
GAURANG MODY
Address : **2ND FLOOR 5-4-187/34**
SOHAM MANSION
MG ROAD
HYDERABAD-500003
Maker's Class : **VW TAIGUN GT 1.5L TSI 11**
Vehicle Class : **MOTOR CAR**
Mth. Yr. of Mfg : **9/2021**
Fuel Used : **PETROL**
Type of Body : **SALOON**



Chassis Number : **MEXJ21CW2NT000938**
Engine number : **DUMA06461**
Cubic Capacity : **1498**
Wheel Base : **2651**
Seating Capacity : **5**
Unladen Weight : **1310**
Colour : **REFLEX SILVER**
Date of Registration : **13/10/2021**
Regn. Valid Upto : **12/10/2036**
Tax : **Rs. 244990 (Life Tax)**
Hypothecated To : **KOTAK MAHINDRA PRIME LTD**

NOOR028571

Signature of the Owner

Registering Authority
RTA, HYDERABAD, N7