

To  
The District Judge  
Agra.

Request-48

31/ No. 2170 / V-3448/Admn(A)/Date of 14.2.08

Subject :- Information about purchase of Maruti Zen car  
by Mr. Renu Singh, Addl. Civil Judge (Jr. Div.),  
Agra.

Sir,

With reference to your endt. no. 3889/Xr dated  
12.11.07 on the above subject, I am directed to say  
that Mr. Renu Singh, Addl. Civil Judge (Jr. Div.), Agra  
may kindly be asked to furnish, copy of Invoice,  
issued against purchase of the car instead of  
submitting copy of proforma invoice, her gross  
salary and take home salary for her <sup>full month</sup> attendance  
on duty and also to submit source of money of  
rest of the amount i.e. Rs. 39,401/- against purchase  
of the car besides the amount of source of  
money of Rs. 34,200/- disclosed already, along with  
supporting papers, so that further action may be  
taken in the matter.

Yours faithfully

Sd/-  
30.01.08

Joint Registrar

AR(M)  
May like  
to place  
before JR(M)  
for issue?  
Dr. Kesava  
20.1.08  
D. Kumar  
20.1.08

Registrar (B)  
may like to  
approve to issue?  
Sd/-  
29.01.08  
AR(M)

Approved  
Cv  
30/01/08  
So Adm. A-II  
Sd/-  
30.01.08  
AR(M)



③  
13-11-07

Mansy Kumar  
13/11/07

15556

13/11/07  
15/11/07  
IV/3448  
24  
14-11-07

From:

Renu Singh,  
Addl. Civil Judge, Junior Division,  
Agra.

To,

Sri Mohd. Hashim Siddiqui,  
Assistant Registrar,  
High Court of Judicature at  
Allahabad.

Request - 98

Through: The District Judge, Agra.

No.

Dated: November, 07, 2007:

Subject: Regarding information about purchase of Maruti-Zen Car by me.

Sir,

Kindly have a reference to the Hon'ble Allahabad High Court's letter no. 13744/IV-3448/Admin.(A), dated 31-8-2007 on the subject noted above. I have the honour to submit that the informations/documents in respect of purchase of car, as required by the Hon'ble Court, are enclosed herewith for kind perusal of the Hon'ble Court. The said documents are as under:-

1. Salary Certificate, issued from Agra Judgeship.
2. Copy of agreement with the bank.
3. Copy of invoice of the car.
4. Copy of gift deed showing transaction of money made by my father.

With regards,

Yours faithfully

(Renu Singh)  
Addl. Civil Judge, J. D.  
Agra.

Enclosure: As above.

SOAD n/a

AR(M)  
13-11-07

AR 5  
17-11-07

3889/XV 12-11-07

अग्रसरित ।

जिला जज, आगरा

Encl: 20 Pages

25-10-07

401  
11-07

**PAY-SLIP FOR THE MONTH OF September '07**

OFFICE NAME : CIVIL COURT, AGRA

NAME: Ms. RENU SINGH

BASIC PAY : 9000.00

EMP CODE: 144

GPF. No. :

PAY SCALE: 9000-14500

DESIGNATION : VTH A.C.J. (J.D.)

Attendance : 24

Earnings/Allowances

Deductions

BASIC PAY	7200.00
D.A.	3780.00
Oth. Alw. 1	320.00
Oth. Alw. 2	160.00
Oth. Alw. 3	80.00
Oth. Alw. 7	3600.00
C.C.A.	96.00

401

G.I.S.	120.00
I. TAX	250.00

Gross Pay : 15236.00

Total Deduction : 370.00

Net Pay : 14866.00

Remark: On Medical Leave wef 10.9.07 to 15.9.07

*[Signature]*  
11/11/07  
Addl. Distt. Judge, Agra  
For Distt. Judge  
AGRA



भारतीय गैर न्यायिक

पचास  
रुपये

₹. 50



FIFTY  
RUPEES

Rs. 50

INDIA NON JUDICIAL

उत्तर प्रदेश UTTAR PRADESH

THIS FORM A PART OF LOAN AGREEMENT

C 097390

FOR AGREEMENT NO 3359704

DATED 30/6/06

BETWEEN

KOTAK MAHINDRA PRIME LTD  
HAVING ITS REGISTERED OFFICE AT  
36-38A, NARIMAN BHAVAN  
227, NARIMAN POINT  
MUMBAI 400 021

AND

Renu Singh (Name Of Borrower)

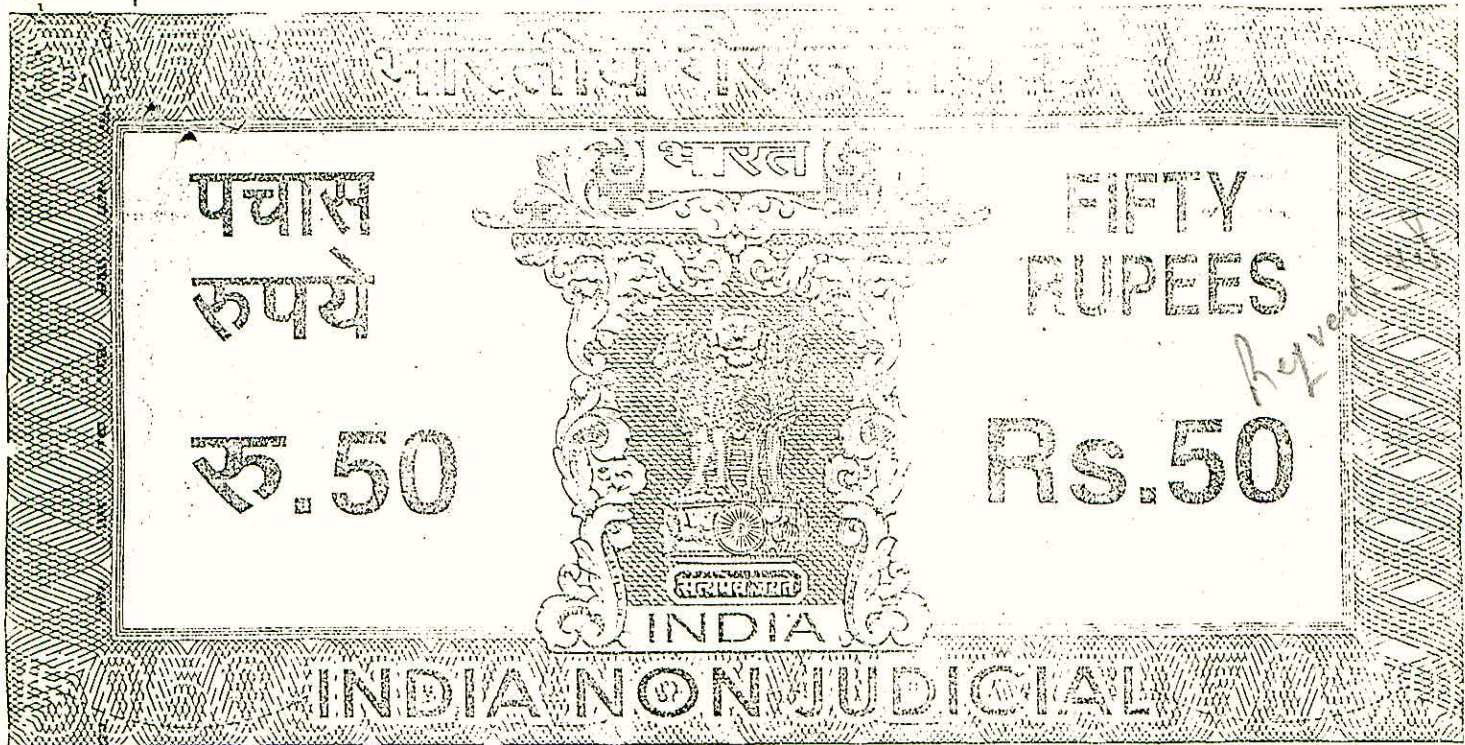
For KOTAK MAHINDRA PRIME LTD.

Authorised Signatory

[Signature]  
(Signature of borrower)

[Signature]  
(signature of co-borrower/charantor)





उत्तर प्रदेश UTTAR PRADESH

C 097389

THIS FORM A PART OF LOAN AGREEMENT

FOR AGREEMENT NO 3359304

DATED 30/6/06

BETWEEN

KOTAK MAHINDRA PRIME LTD  
HAVING ITS REGISTERED OFFICE AT  
36-38A, NARIMAN BHAVAN  
227, NARIMAN POINT  
MUMBAI 400 021

AND

Renu Singh (Name Of Borrower)

For KOTAK MAHINDRA PRIME LTD.

Authorised Signatory

Renu Singh  
(Signature of borrower)

ap

(signature of co-borrower/Guarantor)





उत्तर प्रदेश UTTAR PRADESH

00AA 371138

THIS FORMS A PART OF IRREVOCABLE POWER OF ATTORNEY

FOR AGREEMENT NO. 3359304

DATED 30/6/06

BETWEEN

KOTAK MAHINDRA PRIME LTD  
HAVING ITS REGISTERED OFFICE AT  
401-403-A, MILAP BHAWAN,  
8-A, BAHADUR SHAH ZAFAR MARG  
NEW DELHI - 11002

AND

Renu Singh (Name of Borrower)

Rampal Shekharawat (name of coborrower/guarantor)

KOTAK MAHINDRA PRIME LTD

Renu Singh  
(Signature of borrower)

Rampal  
(Signature of Co-Borrower/guarantor)





*Neishamit*

L.N. 1.12

*Request-98*

Car Finance

**LOAN AGREEMENT**

NO. 3359204

<i>f</i>	<i>W</i>
W/ name	W/ by

Name Miss Renu Singh D/O Mr R. L. Shankhwar

Address J. D. Judge Compound Nehru Nagar AURA

Phone No. \_\_\_\_\_

Dealer Kavisha Motors AURA Pvt Ltd.



Request-98



# LOAN AGREEMENT

THIS AGREEMENT is made on the day, date, and year as mentioned in the Schedule 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 36-38A, Nariman Bhavan, 227, Nariman Point, Mumbai 400021 (hereinafter called "the Lender" and/or "KMPL") of the FIRST PART; AND

The person specified in the Schedule as Borrower residing at the place specified in the Schedule (Hereinafter referred to as "the Borrower") of the SECOND PART; AND

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

The person specified in the Schedule as Guarantor residing at the place specified in the Schedule (Hereinafter referred to as "the Guarantor" of the FOURTH PART.

(The expressions "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 and 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 which is to be regarded as the basis of this Agreement and whereas the Lender has considered the Application and agreed to grant to the Borrower the Loan for the purposes 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:

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

#### MEANINGS AND INTERPRETATION

- "Schedule" shall be and mean the Schedule to this Agreement;
- "Due Date" means the date on which an installment/equated Monthly Instalment (EMI) of the principal amount of the Loan and/or interest and/or any other amount payable under this Agreement and/or the Loan Finance, as the case may be, is due for payment under any schedule or Article of this Agreement;
- "Product" means Vehicle(s) and/or any other asset(s) 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 asset shall be "Product" notwithstanding that the Borrower has, in addition to using the Loan or a part thereof to purchase the vehicle or asset, also used other funds to purchase the Vehicle or other asset.
- "Credit Information" means all information, documents, representation, 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.
- "Indebtedness of the Borrower" means any indebtedness of the Borrower and/or the Co-Borrower to the Lender at any time for or in respect of moneys 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 associated to or connected with the Borrower/Co-Borrower);
- "Vehicles" means the vehicle(s) described in the Schedule and shall include any equipment in respect of the Vehicle(s), and all accessories, additions and replacements to the Vehicle(s) and/or the equipment, whether 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 as mentioned in the Schedule (hereinafter called the "Loan") for the purchase of the Product and any accessories thereon as briefly mentioned in the Schedule and/or any communication from the Lender to the Borrower. The said loan along with the interest thereon shall be repaid in periodical installments / EMIs as mentioned in the Schedule.

The Borrower / Co-Borrower / Guarantor further agrees to place with the Lender as Security Deposit, the sum as mentioned in the Schedule 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 on execution of this agreement and the same shall be adjusted towards amounts due against the last equated installment.

- The Borrower agrees that so long as the Loan shall continue, the Borrower shall
  - 1. Pay the Lender a down payment and other sums mentioned in the Schedule. The Borrower shall pay periodical equated installment mentioned in the Schedule payable periodically as per the due dates mentioned in the Schedule and/or any repayment schedule drawn pursuant to this Agreement.
  - 2. Pay the Lender, without prejudice to the right of the Lender, on a demand made by the Lender, as late payment interest an amount equal to 3% (three percent) per month of the amount that has remained outstanding beyond due date till payment shall be made by the Borrower to the Lender, the late payment interest being calculated from the date the periodical installment/EMI was due and payable till the date of payment.

The Borrower shall in addition to the payment set out above also pay and agree to observe the following:

- 1. 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.
- 2. Documentation and service charges as per the Schedule upon execution of this agreement.

**Periodical EMI's**  
 The Borrower shall pay EMIs (As per installment mentioned in the Schedule). The Borrower shall handover to the Lender on the execution of this agreement postdated cheques (PDCs) for the amount of the EMI's which cheques 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/she/it shall in lieu of the PDCs mandate its bankers at its own cost to debit the Borrower periodical installment/EMI 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 the agreement. On the failure of the Borrower to effect payment on the due dates specified herein and at the time for payment of the same the Lender shall be entitled to the remedies as available under this agreement.

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/its bank for automatic transfer of the installments from their/his/its bank account to KMPL bank account by way of the Electronic Clearing System available with banks.

Any dispute being raised about the computation of installment of EMIs will not entitle the Borrower to withhold payment of any installments of EMIs or any portion thereof. It is agreed and understood by the Borrower that the obligation of the Borrower to pay the EMIs is absolute and unconditional pursuant to his having executed this agreement. Dishonour of any PDC shall attract cheque dishonour charges as mentioned in the Schedule hereunder.

The payment of the EMIs shall commence as agreed in the Schedule irrespective of the delivery of the Product.

Whereas although the Borrower has agreed to give post-dated cheques (PDCs) for payment of EMIs, 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 EMIs. The Borrower, at its own cost and expense, agrees to replace the cheques if so requested by the Lender.

The Borrower / Co-Borrower / Guarantor (if the Guarantor had given such PDCs in discharge of the Borrower's obligation under the agreement) as the case may be shall not at any time close the bank accounts from which PDCs have been issued and/or issue any communication to the Lender for stopping or postponing the presentation of the said PDCs and any such communication if sent shall be regarded as a dishonour of the cheque drawn and constitute default of the terms of this Agreement.

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 of EMI as advance installment (As per the Schedule) which shall be adjusted by the Lender against the first installment (As per the Schedule) of the EMIs. The deposit of advance installment shall not carry any interest.

*[Signature]*  
 (Borrower)



Keyvent-98

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. 8.2
- b) Not to engage any person other than authorised mechanics of the Manufacturer or Dealer / Supplier to effect the repairs, if any, to the said Product. 8.3
- 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. 9.
- 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 the Lender may stipulate. 9.1
- 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 endeavouring to recover the possession thereof from any one in whose possession the Product shall for the time being be. 9.2
- 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. 9.3
- g) Not to sell, mortgage, pledge, hypothecate, hire or otherwise deal with the Product nor part with the possession of the Product nor 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. 10.
- 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. 11.
- j) Follow all instructions given by the Manufacturer / Dealer / Supplier for use of the Product.
- k) Always remain in possession of the Product and not mortgage, pledge, hire or otherwise deal with the Product without the prior express written permission from the Lender.
- l) Indemnify the Lender against loss or damage to the Product or any part thereof from whatever cause whether or not such loss or damage is as a consequence of the negligence of the Borrower.
- m) Not to do any act to affect the negotiability of the cheques (being the PDCs given under this agreement) and/or stopping any letters to the Lender / Bankers to withhold presentation of all or any of the cheques due for payment.
- n) Undertake to keep the Product covered by a valid permit wherever necessary during the continuance of this agreement and strictly in accordance with the terms and conditions laid down in the permits, if any, issued to him by the registering authority in respect of the Product.
- o) This Borrower is obliged to pay EMIs every month during the contracted period regardless of whether the Product requires repairs or is otherwise not operable or working and the Lender shall not be liable or responsible for non performance, 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. 12
- p) It is agreed that the Lender shall be entitled to levy service charges for rendering additional 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 various additional services shall be inclusive of but without limitation include those set out in the Schedule hereto and/or as may be prescribed by the Lender from time to time for such or any additional services it has to render to the Borrower at his request.
- 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 EMIs 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 (including under guarantees, indemnities or other by whatever name called) the Lender shall be entitled to encash the PDCs for the satisfaction of such outstanding amounts notwithstanding that such PDCs have been deposited / furnished to the Lender for the payment of EMIs and the Borrower and / or the Co-Borrower shall continue to be indebted to the Lender for the EMIs.
- 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 cheques/draft(s) issued by the Borrower/Co-Borrower/Guarantor to the Lender for payment of EMIs/statement and/or any other charges/dues being lost/stolen/misplaced/damaged, the Borrower agrees to replace the said cheques/draft(s) of even amount within seven (7) days of being informed of the same by the Lender.

4. Insurance

- 4.1 The Borrower shall at his own cost insure and keep insured with an insurance company of the Lender's choice the Product during the entire tenure of the contract and also till it has paid all amounts under this agreement to the satisfaction of the Lender duly insured covering comprehensive risks including but not limited to civil commotion, riot, flood, tempest, earthquake and unlimited third party risk. If the Borrower fails to so insure the Product or to keep it so insured, the Lender 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 its agent for the purpose of receiving all moneys payable under the said policy of insurance and to do all acts for that purpose and giving discharge thereof and the Lender may notify the insurers of this condition. 13
- 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 not to 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 jeopardised.
- 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 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 attached herewith) to enable the Borrower to avail the insurance cover as offered under the aforesaid Insurance Policy. Such amount is forming part and is included in the Loan Amount as mentioned in the Schedule 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 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 3 days from the date of delivery of the Product to confirm and record the fact that the Borrower has hypothecated the Product in favour of the Lender at the time of delivery of the Product to the Borrower 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 KMP 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. 14.
- 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. 14.
- 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 (subject to TDS, and service tax wherever applicable) 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) 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.

★   
 (Co-Borrower)



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3.2 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 EMI's, compensation or any other dues under this agreement or in respect of dues under any agreement with the Lender.

3.3 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 the 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, 36-38A, Nariman Bhavan, 227, Nariman Point, Mumbai 400021."

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 :  
Execution of 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 EMI's less the advance installments. It is expressly clarified that such Promissory Note shall be by way of collateral security and shall not be deemed to be conditional payment of EMI's.

11. Agreement Interse between Borrower / Co-Borrower:

- a) It is agreed interse 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 not withstanding 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 best 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 to the name of the Borrower.
- b) If the Borrower / Co-Borrower is desirous of changing the PDC's which they have deposited with the Lender towards payments of the EMI's 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 and upon paying such sum as mentioned in the Schedule 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 EMI's 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 EMI's or a part thereof or other payment required hereunder when due whether on demand or not; or
- 2. Fails to effect insurance cover of the Product or fails to pay insurance premia as and when due or fails to reimburse the same to the Lender if paid by the Lender, or under any other document furnished to the Lender in connection herewith; or
- 3. Fails to perform or observe or carry out any other covenant, condition or Agreement to be performed, observed or carried out by the Borrower hereunder or under any other document furnished to the Lender in connection herewith; or
- 4. Without the Lender's consent sells, transfers, parts with possession or sub-lets or charges or encumbers or creates any lien on or endangers the Product in the opinion of the Lender; or
- 5. Shall commit 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; or
- 6. Shall suffer 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. Shall be 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. Breach by the Borrower of any of the terms of this agreement ; or
- 9. Upon the death of the Borrower or upon the Borrower being adjudged insolvent or making any compromise or arrangement with his creditors or suffering any act of bankruptcy or going into liquidation or having a receiver or liquidator appointed. It is expressly clarified that the Product shall not be taken to be the property of the Borrower in the event of the Borrower being adjudged insolvent or having a receiver or liquidator appointed ; or
- 10. The Product being confiscated, attached or taken into custody by any authority or becoming subject of any execution proceedings; or
- 11. The Product is stolen or is a total loss in the opinion of the Lender; or,
- 12. The Lender is convinced of the inability of the Borrower to meet his obligation/s under this agreement ; or
- 13. The Borrower doing 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
- 14. The Borrower having execution or sequestration levied against his estate or allowing the Product to be seized under any distress, execution or any other process or to be detained by reason of any alleged lien ; or
- 15. The Borrower transferring the Product outside the State where the original delivery was effected without the previous written approval of the Lender ; or
- 16. 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, 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) of the balance principal outstanding along with other dues including unpaid installments, service taxes, late charges, etc due as on date of such declaration and upon the Borrower failing to make the said payment in full immediately, the Lender may, at its sole discretion, do any one or more of the following:
  - i) Upon notice to the Borrower terminate this agreement
  - ii) 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 and upon failure of the Borrower to do so within the period of demand, as agents and constitute attorney, of the Borrower enter upon premises where the Product is located and take immediate possession of 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 entitled and authorised to exercise its right herein including in connection with the Product to recover its dues under this agreement

For KOTAK MAHINDRA PRIME LTD.

Authorised Signatory  
(Lender)



(Guarantor)



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- ii) On such terms and conditions and for such consideration as the Lender may deem fit and with or without any notice 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 or for any proceeds in respect thereof.
- iv) By written notice to the Borrower, require the Borrower to pay to the Lender (as liquidated damages or loss or a bargain and not as a penalty) on the date specified in such notice, an amount (plus interest at the rate of 36% per annum for the period until receipt of the said amount) equal to all unpaid EMI's 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, 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 Lender shall survive any such cancellation of Loan and / or termination of the agreement and the Lender'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 Lender shall be entitled to take all or any of the steps therefor and the Borrower shall not take defence of such termination or cancellation of Loan under this agreement

- 14.2 a. Distribution on realisation:  
The net proceeds of sale, realisation, 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, realisation, 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 realisation.
  - 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 not be questioned or challenged by the Borrower or exercise any one or more of the rights and remedies set out in this agreement
  - d. If the price recovered on such sale or disposal falls short of the aggregate amount of instalments remaining due and payable, the Lender 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 accrued 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. **Prepayment:**  
The Borrower may, if he so desires, request in writing the Lender to accept a prepayment and foreclose the loan and the Lender at its sole discretion may agree to such prepayment upon such terms and conditions as the Lender may deem fit and upon payment of such charges inclusive of but not limited to pre payment interest and upon execution of such other and further document as the Lender may deem necessary and to its satisfaction for such foreclosure. In the event of total and/or irrevocable and/or irretrievable loss of the Product including, but not limited to, theft, damage by fire, riot, arson etc. the Lender shall call upon the Borrower and demand prepayment of the entire outstanding loan amount together with interest, prepayment interest, delayed interest, costs etc, and the Borrower shall be bound to comply with such demand of the Lender.

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 periodical instalments will be increased by any incremental taxes, whether Sales tax, Service Tax, Entry tax or Excise duty or any other related and consequential charges now or hereafter levied on this transaction, with retrospective or prospective effect. The periodical instalments shall also be increased by any increase in the purchase price of the Product in the event within 7 days of being so required by the Lender) pay (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 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 in all respects as if he himself was the Borrower and guarantees to the Lender:  
i) The regular and punctual payment of all instalments hereby provided and the due performance and observance by the Borrower of the terms and conditions of this agreement;  
ii) Payment to the Lender of all moneys becoming payable to it under or by virtue of this agreement either by way of debt or borrowing or damage or cost or expenses or otherwise whatsoever;

B) The Guarantor further agrees:  
i) to renounce the rights to claim the Borrower's property and any other benefits to which sureties are by law otherwise entitled;  
ii) that the neglect or forbearance of the Lender in enforcing payment of any moneys due under this agreement or in any way alter or affect the rights of the Lender under or in respect of the agreement or the Product, and/or the Co-Borrower / Guarantor from the several obligations under this agreement or in any way alter or affect the rights of the Lender under or in respect of the agreement or the Product.

20. **The Guarantor in consideration of the Lender agreeing to grant this Loan to the Borrower further agrees, declares and guarantees as under:**

1. The Borrower shall observe and perform the terms and conditions of this agreement and shall pay on demand all moneys due or which may become due under this agreement by way of periodical instalments / EMI's, 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 of payment of any moneys due and payable hereunder, the Guarantor shall forthwith on demand, without delay 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 moneys in payment whereof default shall have been made with interest thereon at 36% per annum from the date of the default till the payment and shall pay to the Lender all costs, charges or expenses which the Lender may suffer, incur or be put to as a result of default by the Borrower.
2. The Guarantor agrees with the Lender that the Lender shall be at liberty to make variations in this agreement or in any terms and conditions thereof including manner of the payment of EMI's or to enter into any arrangement with the Borrower or to show any indulgence or to give time or not to sue, without any way affecting the liability of the Guarantor and the Guarantor hereby agrees that the Guarantor shall not be discharged from the liability hereunder by the Lender releasing the Borrower or any of the security it may hold by any act of omission or commission, the legal consequences whereof may otherwise have been to discharge the Guarantor.
3. The Guarantor waives in favour of the Lender all or any of the rights that the Guarantor may have against the Lender as surety or otherwise in law or otherwise to give effect to the provision hereof.
4. A notice of demand by the Lender against the Guarantor shall be the final and conclusive evidence that the Borrower has committed a default and that the moneys and the amount claimed thereunder is due and payable by the Borrower to the Lender and the Guarantor shall not be entitled to challenge the notice on the ground that no default has been committed or the amount mentioned therein as due and payable is not payable or on any other ground.
5. The Guarantor agrees and declares the Lender shall not be bound and compelled to take any proceeding, steps or action against the Borrower for recovery, enforcement or realisation of any of the dues from the Borrower and against the said Product including repossession the same under or pursuant to this agreement and the Guarantor shall be bound and liable to pay all moneys payable under any form by virtue of this guarantee not withstanding that the Lender shall not have taken any steps or proceeding against the Borrower or the Product.
6. The Guarantor guarantees that the Borrower shall hand over to the Lender possession of the Product as and when, under these presents, the Borrower becomes liable to do so or as and when the Lender become entitled to dispossess the Product under and pursuant to these presents and the Guarantor agrees to help and assist the Lender in recovering possession of the Product.
7. The Guarantor in relation to the Lender is and shall be the principal obligor in respect of all obligations, liability and responsibilities undertaken in favour of the Lender under this guarantee and the Lender shall be the principal debtor of the Lender in respect of all obligations, liability and responsibilities undertaken in favour of the Lender under this guarantee and the Lender shall be entitled to proceed against the Guarantor as if the Guarantor was the principal debtor of the Lender in respect of all obligations, liability and responsibilities undertaken in favour of the Lender under this guarantee and the Lender shall be entitled to proceed against the Guarantor as if the Guarantor was the principal debtor of the Lender in respect of all obligations, liability and responsibilities undertaken in favour of the Lender under this guarantee.
8. This guarantee shall not be affected by the death, insolvency or liquidation of the Borrower or by any act of power or irregularity or informality on the part of the Borrower to take the Product under a loan or to enter into this agreement

  
(Borrower)

  
(Co-Borrower)



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- 9. That the Lender shall be at liberty to sue the Borrower and the Co-Borrower / Guarantor jointly or severally or shall be entitled to proceed against the Co-Borrower / Guarantor only in the first instance.
- 10. That the indemnities / Guarantees contained herein shall remain in full force and effect for the entire period of the aforesaid Loan agreement and shall survive the termination by the Borrower or the cancellation of the Loan or this agreement insofar as they relate to events which occurred during the period of the aforesaid Loan agreement or any extension hereof.
- 11. And undertake that these indemnities / guarantees contained herein shall not be assigned, transferred, revoked, cancelled, altered, modified or withdrawn without the prior written consent of the Lender.
- 21. Any notice to the Borrower / Co-Borrower / Guarantor by the Lender shall be in writing and posted to the Borrower's / Co-Borrower / Guarantor's last known address and any notice required to be given by the Borrower / Co-Borrower / Guarantor under this agreement shall be in writing and sent by Registered Post to the aforesaid address of the Lender and for proving service, it shall be sufficient to show that the envelope containing the notice was properly addressed and posted.
- 22. **Assignments:**
  - a) 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.
  - b) 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:**
  - a) 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.
  - b) 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.
  - c) 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.
  - d) The Borrower acknowledges and undertakes to pay to third parties the difference between the due outstanding and the amount received by the Lender in the event of transfer of the portfolio to a third party.
  - e) The third party shall have authority of the Borrower to collect the due amount.
- 24. **Cross Liability.**  
The Borrower and/or the Co-Borrower and/or the Guarantor agree and confirm that the Lender may at its absolute discretion appropriate any payments made by the Borrower and/or the Co-Borrower and/or the Guarantor under or pursuant to this Agreement towards any other agreement or transaction entered into by the Borrower and/or the Co-borrower and/or the Guarantor and/or towards any other indebtedness and such appropriation shall be final and binding upon the Borrower and/or the Co-borrower and/or the Guarantor who shall continue to remain liable to the Lender for payment of any dues under this Agreement in respect of which such sums of money were so paid but were appropriated towards another agreement or transaction entered into by the Borrower and/or the Co-borrower and/or the Guarantor or towards another indebtedness. 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 agreement entered into and between the Borrower and/or the Co-borrower and/or the Guarantor and any of the associate/affiliate or group Company of the Lender or any other security documents or deposited with the Lender and under the possession or control of the Lender and appropriate the same towards satisfaction of amounts due to the Lender on account of 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 Article.
- 25. **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.
- 26. **Additional Charges:**  
**Increase in Taxes / Revisions in Product Price**
  - a) The parties hereto confirm that the EMI's 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 EMI's will be increased by any fresh imposition of taxes, duties, levies and charges during the subsistence of this agreement. The Borrower agrees that the EMI's will be increased by any fresh imposition or increase of EMI's, 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 increase shall and be borne and paid by the Borrower.
  - b) 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) along with the EMI's on 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.
  - c) 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.
  - d) 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.
  - e) The Borrower agrees to reimburse to the Lender immediately upon demand any Sales tax, purchase tax, service tax, any other tax, duty or impost of 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 by reason 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), (c) & (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.
- 27. **Liability for Sales Tax / Other taxes of Borrower:**  
Any demand for payment of Sales Tax or any tax or levies 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 sales tax or the other taxes 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 EMI's and all other due amounts payable under or pursuant hereto shall be absolute and unconditional.
- 28. **Miscellaneous Provisions:**
  - a) **Reservation of Rights**  
No forbearance, indulgence or relaxation or inaction by any party at any time to require performance of any of the provisions of this agreement shall in any way affect, diminish or prejudice the right of such party to require performance of the provision and any waiver or acquiescence by any party of any breach of any of the provision of this agreement shall not be construed as a waiver or 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.

*[Handwritten signature]*  
(Borrower)

*[Handwritten signature]*  
(Borrower)

★  
(Borrower)

*[Handwritten signature]*  
(Borrower)



(Guarantor)

For KOTAK MAHINDRA PRIME LTD.

Authorised Signatory

(Lender)



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**Forceability:**

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

**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 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.**

**29. 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 accounts 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 financial relationship or facilities granted or to be granted to the Borrower/Co-Borrower/Guarantor's directors, shareholders, members, partners, and proprietors or immediate family members (hereinafter collectively referred to as "the Information"). The Borrower/Co-Borrower/Guarantor shall not hold the Lender responsible for sharing and/or disclosing the information now or in the future and also for any consequences suffered by the Borrower/Co-Borrower/Guarantor and/or others by reason thereof. The provisions of this clause shall survive ever after the term/termination of this Agreement and the repayment of the Borrower's dues by the Borrower.

**30. 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, meanings or effect hereof or as to the right 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 sole 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 arbitrator shall not be required to give any reasons for the award and the award of the arbitrator shall be final and binding on all parties concerned. The arbitration proceedings shall be held in Chennai.

**31. Jurisdiction:**

These presents have been executed at the location as mentioned in the Schedule ("the location") and it has been agreed between the parties hereto that all the amounts payable by the Lender and/or Borrower to the Lender shall be payable and be paid at the location or such other place where the Lender operates and the same to be decided by the Lender at its discretion and all the terms and conditions, so far as possible shall be performed and carried out at the location. It is further agreed by and between the parties hereto that subject to clause 30, the Courts at the location alone shall have exclusive 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 and such court shall be the court having jurisdiction over the arbitration proceeding under the Arbitration and Conciliation Act, 1996.

**32. 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.

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 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 to this Agreement.

SIGNED AND DELIVERED BY THE  
Whose name is "Lender" KOTAK  
MAHINDRA PRIME LIMITED

For KOTAK MAHINDRA PRIME LTD.

Authorised Signatory



SIGNED AND DELIVERED BY THE  
Whose name is Borrower

SIGNED AND DELIVERED BY THE  
Whose name is Co-Borrower

SIGNED AND DELIVERED BY THE  
Whose name is Guarantor

★  


★ ★  




**SCHEDULE**

Requart-98

KOTAK MAHINDRA PRIME LTD.

Agreement No.	7759204		
Location	31-B/2, 1st Floor, Above Titan Showroom, Sanjay Place,		
Name and Address of the Lender	Kotak Mahindra Prime Limited 36 36 A Nariman Bhawan, 22 <sup>nd</sup> Floor, Mumbai 400 021		
Name and Address of the Borrower	Name:	Renu Singh	
	Address:	08 Prayag Camp Road, Nehru Nagar, Agra	
	City:	Agra	Pin:
Name and Address of the Co-Borrower	Name:	Ranjit Shekhar	
	Address:	861 W 2 Basant Bihari, Nambur, Kanpur	
	City:	Kanpur	Pin:
Name and Address of the Guarantor	Name:		
	Address:		
	City:		
Description of the Product	Make:		
	Model:	Zen	
	Year:		
Place of Delivery of the Product	Documentation Charges	Rs.	
Product Price	Rs.	7593701	
Down Payment	Rs.		
Advance Instalment	Rs.		
Period of SD (Months)	Security Deposit (SD)	Rs.	2660421
Cheque Dishonour charges per cheque	Interest on SD (p. a.)		35200
Prepayment interest		5 % of Principal Outstanding	
Issue of Duplicate copy of the Agreement	PDC Swap Charges	Rs.	500/- per swap
Issue of Duplicate Security Deposit Receipt per Receipt		Rs.	250/-
Specific statement for breakup of Principal and Interest other than Repayment Schedule		Rs.	250/-
Cancellation of Contract (other than foreclosure and prepayment interest) at specific request of the Borrower and agreed by the Lender		Rs.	100/-
Delayed Payment/Compensation/Additional Finance Charges (monthly)		Rs.	2000/-
Collection Charges for non PDC cases (per cheque) for non payment on due date		3 %	
Kotak Car Loan Insurance Cover premium(if any) alongwith service tax	KMPL service charge		
Date of Good Health Declaration		Total	
Policy No. of Term cover for group of borrowers(Kotak Car Loan Cover)		F2	

(Borrower)

(Co-borrower)

(Guarantor)

(Borrower)

Sr. No.	Installment (EMI) Rupees	Due Date	Period	Repayment Period	
				From	To
1					
2					
3					
4					
5					
6					
7					
8					

Monthly/Bi-monthly/Quarterly/Half-Yearly/Yearly

For KOTAK MAHINDRA PRIME LTD.

Authorised Signatory (Lender)

(Borrower)

(Co-Borrower)

(Guarantor)



**KOTAK MAHINDRA PRIME LTD**  
CAR FINANCE - AGRA

Date : 29-Sep-07

Renu Singh  
J-8 Juage Compuand  
Neharu Nagar  
Agra - 282002  
Uttar Pradesh - India  
Phone No.

**Agreement Details**

<b>Agreement no</b>	<b>Agreement TYPE</b>	<b>Agreement DATE</b>	<b>Tenure (Months)</b>	<b>Maturity DATE</b>	<b>Amount Financed</b>
CF-3359304	Loan	30-Jun-06	35	01-Jun-09	2,66,042.00

**Asset description**

Automobiles - SEGMENT B - Maruti Udyog - MARUTI ZEN - UP80AS6199

**Other Details**

<b>Particulars</b>	<b>No</b>	<b>Amount</b>
Documentation Charges	1	500.00
Receivable		
Installment	35	3,13,530.00

Due DATE	Trtype	Cash Flow	Principal	Interest	Service Tax	SALES Tax	Total Amount
30-Jun-06	Disbursement	-2,66,042.00	-2,66,042.00	0.00	0.00	0.00	-2,66,042.00
01-Aug-06	Installment	8,958.00	6,300.00	2,658.00	0.00	0.00	8,958.00
01-Sep-06	Installment	8,958.00	6,521.00	2,437.00	0.00	0.00	8,958.00
01-Oct-06	Installment	8,958.00	6,582.00	2,376.00	0.00	0.00	8,958.00
01-Nov-06	Installment	8,958.00	6,644.00	2,314.00	0.00	0.00	8,958.00
01-Dec-06	Installment	8,958.00	6,707.00	2,251.00	0.00	0.00	8,958.00
01-Jan-07	Installment	8,958.00	6,769.00	2,189.00	0.00	0.00	8,958.00
01-Feb-07	Installment	8,958.00	6,833.00	2,125.00	0.00	0.00	8,958.00
01-Mar-07	Installment	8,958.00	6,897.00	2,061.00	0.00	0.00	8,958.00
01-Apr-07	Installment	8,958.00	6,962.00	1,996.00	0.00	0.00	8,958.00
01-May-07	Installment	8,958.00	7,027.00	1,931.00	0.00	0.00	8,958.00
01-Jun-07	Installment	8,958.00	7,093.00	1,865.00	0.00	0.00	8,958.00
01-Jul-07	Installment	8,958.00	7,160.00	1,798.00	0.00	0.00	8,958.00
01-Aug-07	Installment	8,958.00	7,227.00	1,731.00	0.00	0.00	8,958.00
01-Sep-07	Installment	8,958.00	7,295.00	1,664.00	0.00	0.00	8,958.00

Kotak Mahindra Prime Ltd.



01-Oct-07	Installment	8,958.00	7,363.00	1,595.00	0.00	0.00	8,958.00
01-Nov-07	Installment	8,958.00	7,432.00	1,526.00	0.00	0.00	8,958.00
01-Dec-07	Installment	8,958.00	7,502.00	1,456.00	0.00	0.00	8,958.00
01-Jan-08	Installment	8,958.00	7,572.00	1,386.00	0.00	0.00	8,958.00
01-Feb-08	Installment	8,958.00	7,643.00	1,315.00	0.00	0.00	8,958.00
01-Mar-08	Installment	8,958.00	7,715.00	1,243.00	0.00	0.00	8,958.00
01-Apr-08	Installment	8,958.00	7,787.00	1,171.00	0.00	0.00	8,958.00
01-May-08	Installment	8,958.00	7,860.00	1,098.00	0.00	0.00	8,958.00
01-Jun-08	Installment	8,958.00	7,934.00	1,024.00	0.00	0.00	8,958.00
01-Jul-08	Installment	8,958.00	8,008.00	950.00	0.00	0.00	8,958.00
01-Aug-08	Installment	8,958.00	8,084.00	874.00	0.00	0.00	8,958.00
01-Sep-08	Installment	8,958.00	8,159.00	799.00	0.00	0.00	8,958.00
01-Oct-08	Installment	8,958.00	8,236.00	722.00	0.00	0.00	8,958.00
01-Nov-08	Installment	8,958.00	8,313.00	645.00	0.00	0.00	8,958.00
01-Dec-08	Installment	8,958.00	8,391.00	567.00	0.00	0.00	8,958.00
01-Jan-09	Installment	8,958.00	8,470.00	488.00	0.00	0.00	8,958.00
01-Feb-09	Installment	8,958.00	8,549.00	409.00	0.00	0.00	8,958.00
01-Mar-09	Installment	8,958.00	8,630.00	328.00	0.00	0.00	8,958.00
01-Apr-09	Installment	8,958.00	8,711.00	247.00	0.00	0.00	8,958.00
01-May-09	Installment	8,958.00	8,792.00	166.00	0.00	0.00	8,958.00
01-Jun-09	Installment	8,958.00	8,875.00	83.00	0.00	0.00	8,958.00
Totals			1.00	47,488.00	0.00	0.00	

**Post Dated Cheques Collected**

Sr No	Bank Name - Branch	MICR Code	Cheque No.	Cheque DATE	Cheque Amount	Amount Appr
1	Indian Bank (Inb) - Agra	282019301	361921	01-Aug-06	8,958.00	8,958.00
2	Indian Bank (Inb) - Agra	282019301	361922	01-Sep-06	8,958.00	8,958.00
3	Indian Bank (Inb) - Agra	282019301	361923	01-Oct-06	8,958.00	8,958.00
4	Indian Bank (Inb) - Agra	282019301	361924	01-Nov-06	8,958.00	8,958.00
5	Indian Bank (Inb) - Agra	282019301	361925	01-Dec-06	8,958.00	8,958.00
6	Indian Bank (Inb) - Agra	282019301	361926	01-Jan-07	8,958.00	8,958.00
7	Indian Bank (Inb) - Agra	282019301	361927	01-Feb-07	8,958.00	8,958.00
8	Indian Bank (Inb) - Agra	282019301	361928	01-Mar-07	8,958.00	8,958.00
9	Indian Bank (Inb) - Agra	282019301	361929	01-Apr-07	8,958.00	8,958.00
10	Indian Bank (Inb) - Agra	282019301	361930	01-May-07	8,958.00	8,958.00
11	Indian Bank (Inb) - Agra	282019301	361931	01-Jun-07	8,958.00	8,958.00
12	Indian Bank (Inb) - Agra	282019301	361932	01-Jul-07	8,958.00	8,958.00
13	Indian Bank (Inb) - Agra	282019301	361933	01-Aug-07	8,958.00	8,958.00
14	Indian Bank (Inb) - Agra	282019301	361934	01-Sep-07	8,958.00	8,958.00

Kotak Mahindra Prime Ltd.



15	Indian Bank (Inb) - Agra	282019301	361935	01-Oct-07	8,958.00	8,958.00
16	Indian Bank (Inb) - Agra	282019301	361941	01-Nov-07	8,958.00	8,958.00
17	Indian Bank (Inb) - Agra	282019301	361942	01-Dec-07	8,958.00	8,958.00
18	Indian Bank (Inb) - Agra	282019301	361943	01-Jan-08	8,958.00	8,958.00
19	Indian Bank (Inb) - Agra	282019301	361944	01-Feb-08	8,958.00	8,958.00
20	Indian Bank (Inb) - Agra	282019301	361945	01-Mar-08	8,958.00	8,958.00
21	Indian Bank (Inb) - Agra	282019301	361946	01-Apr-08	8,958.00	8,958.00
22	Indian Bank (Inb) - Agra	282019301	361947	01-May-08	8,958.00	8,958.00
23	Indian Bank (Inb) - Agra	282019301	361948	01-Jun-08	8,958.00	8,958.00
24	Indian Bank (Inb) - Agra	282019301	361949	01-Jul-08	8,958.00	8,958.00
25	Indian Bank (Inb) - Agra	282019301	361950	01-Aug-08	8,958.00	8,958.00
26	Indian Bank (Inb) - Agra	282019301	361951	01-Sep-08	8,958.00	8,958.00
27	Indian Bank (Inb) - Agra	282019301	361952	01-Oct-08	8,958.00	8,958.00
28	Indian Bank (Inb) - Agra	282019301	361953	01-Nov-08	8,958.00	8,958.00
29	Indian Bank (Inb) - Agra	282019301	361954	01-Dec-08	8,958.00	8,958.00
30	Indian Bank (Inb) - Agra	282019301	361955	01-Jan-09	8,958.00	8,958.00
31	Indian Bank (Inb) - Agra	282019301	361956	01-Feb-09	8,958.00	8,958.00
32	Indian Bank (Inb) - Agra	282019301	361957	01-Mar-09	8,958.00	8,958.00
33	Indian Bank (Inb) - Agra	282019301	361958	01-Apr-09	8,958.00	8,958.00
34	Indian Bank (Inb) - Agra	282019301	361959	01-May-09	8,958.00	8,958.00
35	Indian Bank (Inb) - Agra	282019301	361960	01-Jun-09	8,958.00	8,958.00
<b>Totals</b>					<b>3,13,530.00</b>	<b>3,13,530.00</b>

Note: The VAT, Service Tax mentioned in this schedule is as per the rate prevalent as on date of contract & is payable in addition to EMI. In case of any change in rates on these taxes, VAT & Service Tax calculated in accordance with revised rate will be payable by yourself.

**FOR KOTAK MAHINDRA PRIME LTD**

Authorized Signatory

It is a computer generated output. Hence signature not required.

*Request - 98*

Kotak Mahindra Prime Ltd.



# KAVISHA MOTORS AGRA (P) LTD.

(Authorized Maruti Dealer)  
 F-7, PROFESSOR COLONY, KAMLA NAGAR,  
 BYE PASS ROAD, AGRA-282 005  
 Tel : 2880397, 2881468, 2581666 2581777 (Workshop), 2882197  
 Fax : (0562) 2580005 Mobile : 98370 09760  
 e-mail : kavisha1@sancharnet.in



# MARUTI SUZUKI

*Report 98*

## THE MARUTI ONE STOP SHOP

• SALES • SERVICE • SPARES • ACCESSORIES • FINANCE • INSURANCE

- Maruti revolutionised the Indian car industry. Now, it has revolutionised the car by introducing 16x4 Hypertech.
- It's an awesome combination of the electronic and mechanical wizardry inside every Maruti.
- **WHAT IT DOES** - Delivers an unbelievable response to your foot on the accelerator.
- Makes your Maruti incredibly responsive to changing driving conditions.
- With 4 valves per cylinder, the engine has more lung power, which keeps energy losses to the bare minimum.
- Therefore, the engine always responds effectively while handling tasks as diverse as cutting through city traffic or driving up steep hill roads.
- The larger horse-power boost and greater efficiency translates into increased speed and acceleration that makes tedious highways and the distance between red lights shorter.
- Air conditioning becomes positively chilling.
- Improves fuel economy and discharges emission clean enough to exceed Euro II norms. With so many added benefits, grab it urgently.



No 16707.....

Date 20/6/06.....

Name & Address of Customer Renu Singh  
J-8 Judge Compound  
Agra Telephone No. \_\_\_\_\_ Mobile No. 9450349468

### PROFORMA INVOICE

**NON-STOP INNOVATION** The company that brought the automobile revolution to Indian roads has raised the bar again. 16x4 hypertech from Maruti harnesses the brainpower of a 15-bit computer chip (that's twice as fast as the 8 bit chip used on lesser cars) to a brawny, MPFI-boosted engine that breathes efficiently through four valves per cylinder (many so-called advanced cars have just two valves) Added up, it's an awesome combination of electronic and mechanical wizardry.

**NON-STOP PERFORMANCE** The First thing you'll notice about 16x4 Hypertech is the way it reacts to your foot on the accelerator. And how incredibly responsive the engine is. That's because electronic sensors linked to the 16 bit brain allow it to make continuous real time adjustment. To give you optimum engine performance under all possible driving conditions.

**NON-STOP DRIVING PLEASURE** The large horsepower boost and greater engine efficiency means increased speed and acceleration, making both tedious highways and distance between red lights shorter. And the air conditioning positively chilling. Other bonuses include improved fuel management and emission clean enough to easily exceed Euro II norms.

**NON-STOP ASSURANCE** The powerful and sophisticated new technology is backed by almost 1500 service stations across 576 towns. So you'll always drive knowing the we're there for you. Even in the most remote district of the country.

Test-drive a 16x4 Hypertech Maruti at KAVISHA MOTORS AGRA PVT. LTD. today. And you'll understand what drives the company that has come to mean motoring in India.

1. Ex showroom Price of MARUTI SUZUKI Model <u>Zanxi Dz</u> Colour <u>Metallic</u> Metallic/Non Metallic _____	<u>359370000</u>
2. COMPREHENSIVE INSURANCE Through Maruti Insurance with a facility of virtually cash less Repairs & Total Peace of Mind	<u>12347000</u>
3. REGISTRATION CHARGES	<u>9684000</u>
4. EXTENDED WARRANTY (One/Two Years) (Through Maruti (Forever yours) Extended warranty with Total peace of mind upto 60,000 upto 80,000 kms.	<u>/</u>
5. MARUTI GENUINE ACCESSORIES (Designed & Manufactured Perfectly for your dream Maruti. Also Carry Warranty as per MUL Policy. All Items designed as per Japanese Standards	<u>/</u>
<b>GRAND TOTAL</b>	Rs. <u>381401000</u>

Tentative Period of Expected Delivery \_\_\_\_\_  
 PAYMENT ACCEPTED.  
 By demand Draft favouring KAVISHA MOTORS AGRA PVT. LTD.  
 \*Payable at AGRA



FEB.-03

For KAVISHA MOTORS AGRA PVT. LTD.

*20/6/06*  
*[Signature]*  
 Sales Consultant



Request 98

DEED OF DECLARATION.

This Deed of declaration of Gift made on this 23rd day of June, 2006, at AGRA, between :-

1. Shri R.L. Shankhwar,  
Son of late Shri Nagel Prasad Shankhwar,  
R/o 861 W-2, Basant Vihar,  
Naubasta,  
Kanpur Nagar.

(herein-after called the Donor), party of the First Part.

2. Renu Singh,  
D/o Shri R.L. Shankhwar,  
R/o J-26, Judge's Compound,  
Nehru Nagar,  
Agra.

(herein-after called the Donee), party of the Second Part.

Whereas the Donor party of the first part is the father of the Donee;

AND WHEREAS the Donor, party of the First Part, out of love and affection, has gifted the amount of Rs.67,000/- (Rupees sixty seven thousand only) by Bank Draft No.095192, dated 23.6.2006 of state Bank of India, branch Naubasta, Kanpur, in favour of Renu Singh, party of the Second Part;

AND WHEREAS it seems advisable to reduce into writing the terms and conditions of the said gift in the form of memorandum so that there should be no complication and in future regarding the mentioned gift.

NOW THEREFORE THIS DEED WITNESSES AS FOLLOWS :

- 1) That the Donor party of the First Part has made the gift of Rs.67,000/- (Rs. sixty seven thousand only) to Renu Singh, party of the Second Part without reserving any right whatsoever in the method of expenditure or disposal in anyway of the same, to the same upto donee, successors and assigns, absolute for ever.
- 2) That the party of the Second Part has accepted the said gift and the transfer of the property made thereby.
- 3) That any gain or loss which may arise on account of the use of the money so gifted by the donor to the donee, in any manner shall belong to and be borne by the donee, in her individual capacity and the donor shall have no concern with the same.



Agreement 98

4. That the Donor or any person claiming through him shall not be entitled to question the validity of the said gift which has been made irrevocable by the Donor.

IN WITNESSETH WHEREOF the parties to these presents have hereto set respective hands in the presence of the witnesses :-

Accepted.  
Renu Singh  
22/08/2006  
(Renu Singh)  
Donee

R.L. Shankhar  
22/08/2006  
(R.L. Shankhar)  
Donor

Witnesses :-

1. Bhugwan Singh  
Civil Court Agner

2. Devesh Singh  
Govt. ...







**KAVISHA MOTORS AGRA (P) LTD.**  
 ( Authorised Maruti Dealer )  
 F-7 & 18, KAMLA NAGAR, AGRA  
 Phone No. : 2180397, 2181468, 9837007760

**RECEIPT**

=====

Receipt No	: 11178	Date	: 26/06/2006
ALLOTMENT NO	: 6601-0009456	COLOR	: PEARL SILVER
MODEL	: ZEN LXI E-3		

=====

Received with thanks from : MISS. RENU SINGH  
 D/O MR. R.L. SANKHWAL  
 J-8  
 JUDGE COMPOUND,  
 AGRA

Hypothecated to : KOTAK MAHINDRA PRIME LTD.

=====

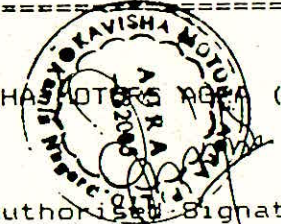
S.No	Mode	No.	Dated	Drawn On	Favouring	Amount
1	DD No.	095192	23/06/2006	S.B.I.	KAVISHA MO	67000.00

=====

Total Rs. : **67000.00**  
 SIXTY SEVEN THOUSAND & PAISE ZERO ONLY

\* CHEQUE SUBJECT TO REALISATION

For KAVISHA MOTORS AGRA (P) LTD



(Authorised Signatory)

*21.7.06*  
*Revised-2*



Received

To,  
The District Judge  
Agra.

16  
No. 13744 / IV-3448 / Admin(A) / Dated 31.8.07

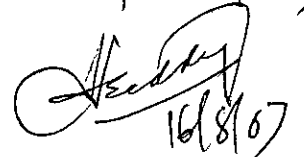
Subject :- Information about purchase of Maruti Zen  
car by Mr. Renu Singh, Addl. Civil Judge  
(Tr. Div.), Agra.

Sir,

With reference to your evdt. no. 2149 / I  
dated 1.7.06 on the above subject, I am directed  
to pay that Mr. Renu Singh, Addl. Civil Judge (Tr. Div.),  
Agra may kindly be asked to furnish following  
information / papers to the Court in the matter,  
so that further action may be taken :-

1. Her gross salary and take home salary both.
2. Copy of Arrangement letter of bank loan of  
Rs. 2,75,000/-.
3. Copy of Invoice of the car.
4. Copy of Supporting papers showing transaction  
of Rs. 67,000/- made by his father.
5. Whether the money of Rs. 67,000/- given by her  
father is a gift or loan. If it is a loan, terms  
and condition of its repayment?

Yours faithfully

  
16/8/07

Asset Registrar

A.R.  
May issue?  
Mr. Tarsilaf  
14.8.07  
Mr. Sooden  
16/8/07

Done  
16/8



169  
11-7-06  
06-07-06

Request-98

To,  
The Registrar General  
Hon'ble High Court Allahabad.  
Thourgh Distt. Judge, Agra.  
Sir,

10781  
IV/3449  
12-7-06  
13/8/6  
24/11/7  
1-8-7  
13-7-06  
25-7-7  
26-7-07

I purchased a Maruti Zen LXI from Kavisha Motor Pvt. Ltd. authorized Maruti dealer) through finance by Kotak Mahindra Bank, Agra the amount financed by aforesaid Bank is Rs. 2,75000/-. The margin money amounting to Rs. 58000 + 9000 (one instalments) is paid by my father who is Retd. Additional District Judge, through Bank draft no. 095191 dated 23.06.2006 from his State Bank account no. 10488792165 Naubasta, Kanpur.

The required information is given in proforma prescribed, regarding purchase of immovable/movable property by Judicial officers in reference to C.L.N. 25/ Admn. (A) dated July 13, 1998 of Hon'ble High Court of Judicature at Allahabad is forwarded herewith for your kind perusal.

Thanking You Sir,

Date: 01.07.2006

08 2712  
S.O. Admin. M/A

Your's Faithfully  
Renu Singh  
01.7.06  
(Renu Singh)  
Addl. Civil Judge,  
(Junior Division)  
Agra

DR(M)  
07-07-06

2149/1 01-7-06

अप्रसन्न ।  
जिला बन्, आगरा

S.O. Ad'H

This Serial has been put up/Serialized on wrong file. It get it corrected & put up accordingly.

AKS.  
10-7-07  
AKS.  
6-8-07

DR(M)  
6 JUL 2006

Dr. Lalit  
20-7-07

20-7-07

Encl-3



Request 98

Proforma regarding purchase of movable/immovable property by the Judicial Officer in reference to C.L.N. 25/Admn. (A), dated July 13, 1998 of Hon'ble High Court of Judicature at Allahabad.

1. Date of Joining of Service. 15.06.2006

2. Present gross salary and take home salary.

Gross Salary : 9000 + other allownces

Take Home Salary :

3. Details of purchases (movable property exceding to value Rs. 10,000/- and immovable property) made by him earlier with complete details, date of purchase, amount spent etc.

Nil

4. If any advance or loan taken from the High Court its amount and in what manner the loan will be repaid namely, the number of instalments, its amount and till what date the deduction will be made etc.

Nil

5. If any loan taken from Bank etc. details of amount, mode of repayment, period of deduction, number and amount of instalment etc.

Bank : Kotak Mahindra

Loan taken : 2,75000/- only.

Mode of Repayment : Deduction from saving

A/c No. 20 Indian Bank, Agra.

Period of Deduction : 36 months

Number and amount of

Instalments : 36 installments @ Rs. 8089/- per month.

6. Regarding purchase of a second hand car name of the vehicle, its model, cost price etc. date of the first purchase (month and year of vehicle from car dealer to the first purchase. and a copy of the insurance policy showing the amount for which the vehicle was insured prior to its purchase by the officer.

Nil



7. Details of the property (Area of Plot, locality, city, District if building of flat then its size).

Nil

8. Name and full address of the dealer/seller.

Kavisha Motors Agra (P) Ltd. (Authorised Maruti Dealer) F-7 & 18, Kamla Nagar, Agra.

9. Whether the dealer is regular and reputed one.

Yes, (Authorised Maruti Dealer)

10. Whether the Judicial Officer is related to the seller in any way and whether any case against the seller is pending in or decided by the Judicial Officer.

No

11. Detail of source of the amount with papers in support thereof.

- |        |  |   |                             |
|--------|--|---|-----------------------------|
| (i)    | Total Amount of Car  | : | Rs. 3,81,401/-              |
|        | (including Insurance/Registration Charges) (Annex-I)   |   |                             |
| (ii)   | Loan Taken   | : | Rs. 2,75,000/-              |
|        | Hypothecated to Kotak Mahindra   |   |                             |
| (iii)  | Advance Amount   | : | 58000 + 9000 as first       |
|        | instalments through Bank draft no. 095192 dated 23.06.2006   |   |                             |
| (iv)   | Margin Money of Rs. 58,000/-   |   |                             |
| (v)    | Photocopy of Draft No. A/c 10488792165 (Annex-V)   |   |                             |
| (vi)   | Cheque No. 361941 (20 Chque) <sup>+ cheque no 361921 (1 cheque)</sup> by Indian Bank, Civil Court, Agra. |   |                             |
| (vii)  | Receipt  | : | (Annex - viii)              |
| (viii) | Mode of Repayment Letter   | : | (Annex - ix)                |
| (ix)   | Registration Certificate   | : | Applied for                 |
| (x)    | Insurance  | : | (Annex - <sup>(b)</sup> ix) |

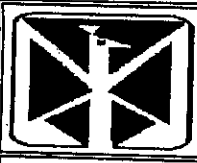
Date: 01.07.2006

*Renus Singh*  
01.7.06

(RENU SINGH)  
Addl. Civil Judge (J.D.)  
Agra



Request-98



**NATIONAL INSURANCE COMPANY LTD.**  
 Div. No. 10, Flat No.- 101-106, N-1, BMC House, Connaught Place, New Delhi - 110001  
 Tel. : 011-51523362/63 Fax : 011-23326384  
 Service Tax Registration No: Insurance/Calcutta/1  
 Certificate Cum Policy Schedule



Policy No. : 1181993	Package Policy ( Private Vehicle ) [Issued at 6:44:03 PM on 21-Jun-2006]	
<b>THE INSURED :</b>	Name : Miss. RENU SINGH	
	Address : I-8, JUDGE COMPOUND, AGRA - 282001, Uttar Pradesh	
	Business : Business	
Period Of Insurance :	From 6:43:47 PM on 21-Jun-2006 to midnight on 20-Jun-2007	
The vehicle :	Maruti /Zen Lxi/MARUTI ZEN MPI LXI BS III	
Geographical Area	Engine-Chassis No.	Date and Proposal no. : 21-Jun-2006/P001110053.
INDIA	373294-871937	
	Type of body	CC
	SALOON	993
	Mfg. Year	2006
	Seating capacity	5
	Registration Mark & Place Of Registration	AGRA

INSURED'S DECLARED VALUE			
Vehicle	Non Flec accessories	Elec accessories	CNG/LPG kit
341402	0	0	0
			Total Value (IDV)
			341402

Schedule Of Premium			
A. OWN DAMAGE		B. LIABILITY	
Vehicle & Accessories :	10,375	Vehicle	500
Total	10,375	Total	500
Add	10,375	Add	500
b) Geographical Area Extn.	NA	a) Compulsory PA Cover Premium	100
Sub-Total Additions	0	b) Additional PA Cover Premium (0 per person)(IMT-16)	NA
c) 5% Extra premium towards inbuilt CNG	NA	d) Legal Liability (WC) to Driver (IMT-28)	25
Less		Sub-Total Additions	125
l) Auto Association membership	NA	Total (B)	625
Sub-Total (deductions)	0	Grand Total	11000
Total (A)	10,375	Service Tax @ 12.24%	1346
		Total Premium	12346

Note :-  
 1. If the premium is paid by Cheque, the issue of Policy is subject to the realisation of Cheque.  
 2. Consolidated Stamp duty paid.

Compulsary Deductibles : 500

Limitations as to use: Use only for social domestic and pleasure purposes and for the Insured's business. The Policy does not cover the use for : (1) Hire or reward (2) Carriage of goods (other than samples or personal luggage) (3) Organized racing (4) Pace making (5) Speed testing (6) Reliability trials g) Any purpose in connection with motor trade.

Driver's Clause: Any person including the insured: Provided that a person driving holds an effective driving license at the time of the accident and is not disqualified from holding or obtaining such a license. Provided also that the person holding an effective learner's license may also drive the vehicle & that such a person satisfies the requirements of Rule 3 of the Central Motor Vehicles Rules, 1989.

Limits of Liability Clause : Under section II-1 (i) of the policy-Death of or bodily injury. Such amount as is necessary to meet there requirements of the motor vehicle act 1988. Under section II-1 (ii) of the policy-Damage to third party property is Rs. 7.5 Lakhs. P.A. Cover under section III for Owner-Driver is Rs. 2.0 Lakhs

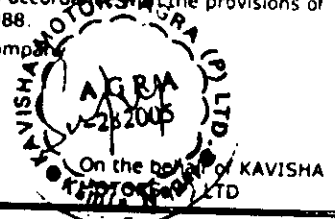
No claim bonus : The insured is entitled for a No Claim Bonus (NCB) on the own damage section of the policy, if no claim is made or pending during the preceding year(s), as per the : The preceding year/20%, Preceding two consecutive years/25%, Preceding three consecutive years/35%, Preceding four consecutive years/45%, Preceding five consecutive years/50% of NCB on OD Premium. No claim bonus only be allowed provided the policy is renewed with in 90 days of the expiry date of the previous policy.

Lease/HP/Hypothecation : KOTAK MAHINDRA PRIME LTD, -

Subject to I.M.T. Endt. Nos. & memorandum : 7 15 22 28 printed herein.

The insured is not indemnified if the vehicle is used or driven otherwise than in accordance with this schedule. Any payment made by the company by reasons of wider terms appearing in the certificate in order to comply with the Motor Vehicle Act, 1988 is recoverable from the insured. See the clause headed "WAIVER OF CERTAIN TERMS AND RIGHT OF RECOVERY" for legal interpretation, english version will hold good.

I/We hereby certify that the policy to which this certificate relates as well as this certificate of insurance are issued in accordance with the provisions of chapter X and chapter XI of M.V. act, 1988.  
 For & on behalf of National Insurance Company Ltd.  
 [Signature]  
 Authorized Signatory



Issued by Maruti Insurance Brokers Ltd. as Corporate Agents of National Insurance Co. Ltd

01/7/06



Report-98

KAVISHA MOTORS AGRA (P) LTD.  
Mobile : 98370 09760    Mobile : 98370 09750



A 40 Xi B3(M) - 289335=₹  
 Ins - 10077=₹  
 RW - 7933=₹  
on Road - 307345=₹

6000/- + 2000/-  
 Total 1 - 8000/-

Z 40 Xi B3(M) - 359376=₹  
 Ins - 12347=₹  
 RW - 9684=₹  
381401=₹

45000/- + 3000/-  
 Total - 48000/-

  
 01.7.06



Request-98

# KAVISHA MOTORS AGRA (P) LTD.

{Authorised Maruti Dealer}  
F-7, PROFESOR COLONY, KAMLA NAGAR,  
BYE PASS ROAD, AGRA-282 005  
Tel : 2880397, 2881468, 2581666 2581777 (Workshop), 2882197  
Fax : (0562) 2580005 Mobile : 98370 09760  
e-mail : kavisha1@sancharnet.in



# MARUTI SUZUKI

## THE MARUTI ONE STOP SHOP

• SALES • SERVICE • SPARES • ACCESSORIES • FINANCE • INSURANCE

- Maruti revolutionised the Indian car industry. Now, it has revolutionised the car by introducing 16x4 Hypertech.
- It's an awesome combination of the electronic and mechanical wizardry inside every Maruti.
- **WHAT IT DOES** - Delivers an unbelievable response to your foot on the accelerator.
- Makes your Maruti incredibly responsive to changing driving conditions.
- With 4 valves per cylinder, the engine has more lung power, which keeps energy losses to the bare minimum.
- Therefore, the engine always responds effectively while handling tasks as diverse as cutting through city traffic or driving up steep hill roads.
- The larger horse-power boost and greater efficiency translates into increased speed and acceleration that makes tedious highways and the distance between red lights shorter.
- Air conditioning becomes positively chilling.
- Improves fuel economy and discharges emission clean enough to exceed Euro II norms. With so many added benefits, grab it urgently.



No 16707

Date 20/6/06

Name & Address of Customer Renu Singh  
J-8 Judge Compound  
Agra Telephone No. \_\_\_\_\_ Mobile No. 9450349468

### PROFORMA INVOICE

**NON-STOP INNOVATION** The company that brought the automobile revolution to Indian roads has raised the bar again. 16x4 hypertech from Maruti harnesses the brainpower of a 16-bit computer chip (that's twice as fast as the 8 bit chip used on lesser cars) to a brawny, MPFI-boosted engine that breathes efficiently through four valves per cylinder (many so-called advanced cars have just two valves) Added up, it's an awesome combination of electronic and mechanical wizardry.

**NON-STOP PERFORMANCE** The First thing you'll notice about 16x4 Hypertech is the way it reacts to your foot on the accelerator. And how incredibly responsive the engine is. That's because electronic sensors linked to the 16 bit brain allow it to make continuous real time adjustment. To give you optimum engine performance under all possible driving conditions.

**NON-STOP DRIVING PLEASURE** The large horsepower boost and greater engine efficiency means increased speed and acceleration, making both tedious highways and distance between red lights shorter. And the air conditioning positively chilling. Other bonuses include improved fuel management and emission clean enough to easily exceed Euro II norms.

**NON-STOP ASSURANCE** The powerful and sophisticated new technology is backed by almost 1500 service stations across 576 towns. So you'll always drive knowing we're there for you. Even in the most remote district of the country.

Test-drive a 16x4 Hypertech Maruti at KAVISHA MOTORS AGRA PVT. LTD. today. And you'll understand what drives the company that has come to mean motoring in India.

#### 1. Ex showroom Price of MARUTI SUZUKI

Model Z Balxi G3 Colour Metallic

Metalic/Non Metalic \_\_\_\_\_

35937000

#### 2. COMPREHENSIVE INSURANCE

Through Maruti Insurance with a facility of virtually cash less Repairs & Total Peace of Mind

1234700

#### 3. REGISTRATION CHARGES

968400

#### 4. EXTENDED WARRANTY (One/Two Years)

(Through Maruti (Forever yours)  
Extended warranty with Total peace of mind upto 60,000 upto 80,000 kms.

#### 5. MARUTI GENUINE ACCESSORIES

(Designed & Manufactured Perfectly for your dream Maruti. Also Carry Warranty as per MUL Policy. All items designed as per Japanese Standards

GRAND TOTAL

Rs. 38110100

Tentative Period of Expected Delivery \_\_\_\_\_

PAYMENT ACCEPTED.

By demand Draft favouring **KAVISHA MOTORS AGRA PVT. LTD.**

\*Payable at AGRA



FEB.-03

For **KAVISHA MOTORS AGRA PVT. LTD.**

90.1.10  
20/7/06  
 Sales Consultant





**KAVISHA MOTORS AGRA (P) LTD.**  
( Authorised Maruti Dealer )  
F-7 & 18, KAMLA NAGAR, AGRA  
Phone No. : 2180397, 2181468, 9837009760

**RECEIPT**

=====

Receipt No :	11178	Date :	26/06/2006
ALLOTMENT NO :	6601-0009456	COLOR :	PEARL SILVER
MODEL :	ZEN LXI E-3		

=====

Received with thanks from :

MISS. RENU SINGH  
D/O MR. R.L. SANKHWAL  
J-8  
JUDGE COMPOUND,  
AGRA

Hypothecated to : KOTAK MAHINDRA PRIME LTD.

=====

S.No	Mode	No.	Dated	Drawn On	Favouring	Amount
1	DD No.	095192	23/06/2006	S.B.I.	KAVISHA MD	67000.00

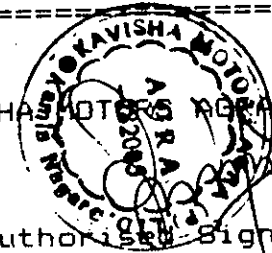
=====

Total Rs. : **67000.00**  
SIXTY SEVEN THOUSAND & PAISE ZERO ONLY

\* CHEQUE SUBJECT TO REALISATION

For KAVISHA MOTORS AGRA (P) LTD

(Authorised Signatory)



*Received*

*26/06/06*



# KAVISHA MOTORS AGRA PRIVATE LIMITED

F-7, Professor Colony, Kamla Nagar, Bye Pass Road, AGRA-282 005  
Ph. ; 2880397, 2881468, (Workshop)-2882197, Fax No. : 0562-2580005  
E-mail : kavisha1@sancharnet.in.

## ORDER BOOKING FORM

Request

01 Please book one Maruti vehicle as per Particulars given below :

### Customer Details :

Name (in full) | MISS RENU SINGH  
Father's/husband's Name | MR. R. L. SANKHWAR  
Official Address ;  
Address : ..... Residential Address :  
..... J-8  
..... Judee Compound  
..... Aggra  
.....  
.....  
Contact Tel. Nos. | ..... Tel. | 9450349468  
Nominee : .....

02 ARE YOU AN INCOME TAX ASSESSEE ? **YES/NO**  
If yes, Income Tax permanent Account No. (or GIR No.) : .....

### 03 Payment Details :

Cheque  
Demand draft no. | 716264 Model booked | ZFN-LXI  
Date : 21/06/06 Colour | SILV  
Amount : 40,000/- Colour change | .....  
Drawee Bank : SBI Date of change | .....  
Allotment no. : ..... Approxe. Del. Period.....

04 Is this booking financed by any finance Co./Bank : **YES/NO**  
If yes, name of the finance Co./Bank : KOTAK MAHENDRA PRIME LTD.  
Number and date of letter of loan Sanction .....

### 05 Undertaking :

I/We have read and understood the terms and conditions of booking a sale as printed overleaf and accept the same.

I/We further understand that this agreement of sale of the above mentioned vehicle is between both of us and that Maruti Udyog Ltd. is not a party to this booking and is not liable in any manner.

Date 21/06/06

Renu Singh

(Customer's Signature)/

Signature of Authorised Representative  
In case of Non individual customer

For Kavisha Motors Agra (P) Ltd.

Renu

(Name and Designation)

### IMPORTANT

#### Requirement at Delivery Time :

- (1) Address Proof (2) Two latest Pass Port Size Photographs  
(3) Insurance Amount (4) R. T. O. Amount

Special Facility : \* MARUTI INSURANCE \* MARUTI EXTENDED WARRANTY  
\* MARUTI GENUINE ACCESSORIES

01/7/06