Loan Agreement

This Agreement made this 30 day of 06 2021 between MAHINDRA & M
FINANCIAL SERVICES LIMITED, a Company incorporated and registered under the companie
and having its Registered office at Gateway Building, Appollo Bunder, Mumbai 40
Website: www.mahindrafinance.com CIN - L65921MH1991PLC059642 (hereinafter called "the
of the First Part AND

Chirivelapeta Venkatesu S/o Krishna Reddy
D.No 3-457, Bodi Lingalapadu, Tada Khandrika,
Tada, Nellore 524401.

(Name and address of Borrower ,Co-Borrower, hereinafter jointly (if the context so admits) called
"Borrower" of the Second Part AND

Chiravalliyeta Chellaiah S/o Krishna Reddy
Bodi Lingalapadu, Tada Khandrika, Tada, Nellor

(Name and address of Guarantor) hereinafter called the "Guarantor" of the Third Part.(The expres
Lender" shall where the context so admits mean and include its successors and assigns and the ex
"Borrower" (s) and the "Guarantor" (herein after collectively called as 'Borrower'(s) depending o
an individual, firm or company shall, where the context so admits, mean its/his/her heirs, executo
administrators, Legal heirs, assigns and successors in interest).

Whereas the Borrower has approached the Lender, seeking financial assistance for the purchase o
product(s) & accessories, more so fully described in Schedule 2 to this Loan Agreement, along wi
relevant documents required for processing the Loan as stipulated by the Lender.

WHEREAS the Lender having considered the request of the borrower(s) have agreed to grant the
Borrower(s) on the following Terms and conditions:

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

1) The Lender agrees to lend and the Borrower (s) agree to borrow from the Lender on the ter
conditions contained herein, and also mentioned in Schedule 2 (which forms part of this ag
sum of Rs. 6,00,000 being the Loan Amount (as mentioned in Schedule 1) fo
purchase of the Product & accessories more so fully described in Schedule II, of this Loa

2) The Borrower agrees that so long as the Loan remains, the Borrower (s) shall;
   a) Repay the Loan Amount along with the interest in Periodical Installments (PI) on the
   dates as specified in schedule 1 of the Loan Agreement.
   b) The Lender shall be entitled to revise the Rate of interest, as and when there is a chan
   Borrowing Rates of the Lender, during the tenure of the Loan Agreement, at its sole
   in such case the Borrower hereby agrees to pay the revised installment dues accordin
   Borrower agrees to accept the correctness and the Rate of interest so revised and shal
   objection to this.

For Mahindra & Mahindra Financial Services Ltd.

Authorized Signatory
(Lender)

(Borrower)

(Co-Borrower)

(Guaranto

c) **Pay additional interest at the rate not exceeding 3% per month, on the amount which are due, in the event of the amount not being paid on the said due dates, and the same will be calculated from the date of default on the amount of default, till the date of the payment.**

d) Not withhold any payments that are due to the Lender, even on account of any error in the computation of the installment amount or in the computation of the additional interest and agrees that the obligation to pay the installment is absolute and unconditional.

3) a) The Borrower(s) expressly agree and covenants with the Lender that he/they will create the necessary charge/ hypothecation in favour of the Lender on the product which has been financed by the lender and also allow inspection of the same at all reasonable time to the Lender or its authorized representative . .

b) The Borrower(s) expressly agrees to keep the charged asset in good working condition, duly covered by a comprehensive insurance policy with all statutory dues duly paid on time.

c) The Borrower hereby irrevocably appoints the Lender as his agent for the purpose of receiving all moneys payable under the said policy of insurance and to do all acts for that purpose and give discharge thereof and the Lender may notify the insurers of this condition. It is further clarified that the Lender is in no way concerned with the merits of any claim lodged by the Borrower with the Insurance Company in respect of the said product, or in case of any such claim being repudiated by the Insurance Company for any reason whatsoever, and that the privity of contract in respect of the insurance policy shall be between the Borrower and Insurance Company although subject to the Hypothecation clause as provided for in the policy of insurance.

d) The Borrower (s) agrees that his/their obligation to repay the Loan will not be subject to any change on account of any product failure or its ultimate use and further agrees that the product will not be put to any illegal use or unlawful activity and also agrees to provide security on demand from the Lender.

e) The Borrower undertakes: (i) not to engage the financed asset/vehicle in any unlawful, illegal or criminal activity; and (ii) not to use the financed asset/vehicle, either by himself or through his servants or agents, for transport of goods, articles, etc. in contravention of any of the provisions of the Acts of Central and State Legislatures relating to forest, excise, customs, goods and services tax, prohibition, opium, railway property, unlawful possession, gold control, etc., and the Borrower shall be responsible for any damage or loss sustained by the Lender, as a result of such wrongful or unlawful use. The Borrower shall indemnify, protect, defend and hold the Lender harmless from and against losses, demands, damages, claims and charges of any/all kinds incurred or suffered by the Lender arising directly or indirectly as a result of or in connection with a breach of the foregoing obligations or any claim or proceedings initiated by any third party against the Lender arising out of or in connection with the foregoing.

4) 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 hereby hypothecates 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 Loan Agreement and Schedule 1 of this agreement and also submit proof of creation of hypothecation and Insurance in favour of the Lender, within 15 days of execution of this agreement. Without Prejudice to the above, the Borrower has also, authorized the Lender to hypothecate the Product in favors of the Lender at the time of delivery of the Product to the Borrower or at any time thereafter.

5) 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 Periodical Installments less the advance installment if any. 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 PI,

For Mahindra & Mahindra Financial Services Ltd.

Authorized Signatory			
(Lender)	(Borrower)	(Co-Borrower)	(Guarantor)

6) **Event of default -**

An event of default shall occur hereunder if the Borrower fails to, pay the Periodic additional interest, effect insurance cover/ renew covering the interest of the lender any of the Terms and Conditions of this Loan agreement.

The event of default shall also occur when the Borrower becomes insolvent, is wo Law, is subject to any criminal prosecution on account of any illegal activities or v regulations , on the Death of the Borrower, if the Financial condition of the Borrow the Lender has deteriorated or in the event of the Borrower not providing additiona by the Lender

7) The Borrower may at any time with the prior consent of the Lender and without an Lender's rights under this Agreement or in law,sell or transfer the Product to any ot such terms and conditions as may be stipulated by the Lender including the followi

(i) the sale proceeds of the Product shall be directly remitted to the Lender in ca payee demand draft/pay order/ cheque by the purchaser/buyer of the Product be appropriated for the satisfaction of the outstanding amount and considere towards discharge of the transferee's obligation to the Borrower; and

(ii) the Borrower shall issue Bill of sale and pay applicable taxes (if any) on suc the appropriate authority.

The Borrower acknowledges and confirms that any transfer of Product without writ the Lender or failure to fulfill the conditions prescribed in the written permission sh void. It is expressly agreed that notwithstanding sale of Product subject to the terms aforesaid, the Borrower and the co-borrower shall continue to be indebted to the Le remaining outstanding for such appropriation and all remedies available to the Lend shall survive and the Lender shall be entitled and authorized to exercise its rights he dues under this agreement.

8) Consequences upon event of default:

Upon the occurrence of any event of default and any time thereafter, the Lenders sh to its rights in law, be entitled to declare all sums due and to become due hereunder agreement as immediately due and payable including that the Borrower shall be liab Lender foreclosure charges calculated at the rate of 3% on the balance principal out other dues including unpaid installments, goods and services tax, additional interest of such declaration and upon the Borrower failing to make the said payment in full the Lender may, at its sole discretion, do any one or more of the following :

a) Upon notice to the Borrower terminate this agreement;

b) Exercise any other right or remedy which may be available to them under the a

c) It is agreed and understood by the Borrower (s) that the right of the Lender to r payable and/or repayable or reimbursable to the satisfaction of the Lender shall Cancellation of Loan and/or termination of the Agreement as the case may be. entitled to take all or any of the steps to enforce the security and recover the du Lender. Lender shall have unqualified right to disclose or publish Borrower's na Borrower is a Company/firm/unit, name of its Directors/Partners/Proprietors as manner and through such medium as the Lender may in its absolute discretion

For Mahindra & Mahindra Financial Services Ltd.

Authorized Signatory (Lender) | (Borrower) | (Co-Borrower) | (Guar

9) Prepayment:
The Borrower may if he so desires, subject to the approval of the lender in writing preclose the Loan, before the end of the tenure of Loan Agreement on payment of preclosure charges of 3% on the principal outstanding amount on the preclosure date and there are no over dues of any nature pending on the said account.

10) This Agreement is personal to the Borrower and his right and/or obligations shall not be assignable or chargeable by him directly or indirectly without the prior written consent of the Lender.

11) The Borrower irrevocably agrees that the PI will be increased by any incremental taxes, whether entry tax or goods and services tax or any other related and consequential charges now or hereafter levied on this transaction, with retrospective or prospective effect.

12) The Guarantor in consideration of the Lender agreeing to grant this Loan to the Borrower further agrees declares and guarantees as under:

a) The Borrower shall observe and perform the terms and conditions of this agreement and shall pay on demand all monies due or which may become due under this agreement by way of PI, interest, damages, cost, charges or expenses and the Guarantor further agrees and guarantees that if the Borrower shall make any default in observance and performance of any of the terms and conditions or payment of any monies due and payable hereunder the Guarantor shall forthwith on demand, without demur and irrespective of any dispute or difference pending between the Lender and the Borrower or any raised by the Borrower, pay to the Lender such monies in payment whereof default shall have been made with additional interest thereon at the rate not exceeding 3% per month or as directed by the Lender from time to time from the date of the default till the payment and shall pay to the Lender all claims, damages, loss, cost, charges or expenses which the Lender may suffer, incur or be put to as a result of default by the Borrower.

b) 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 PI 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.

c) A notice of demand by the Lender against the Borrower(s) shall be the final and conclusive evidence that the Borrower has committed a default and that the monies and the amount claimed there under 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 no separate demand of notice has been issued against him or on any other ground .

d) This guarantee shall not be affected by the death, insolvency, or winding up of the Borrower.

e) That the Lender shall be at a liberty to sue the Borrower and/or the Co-Borrower and/or the /Guarantor jointly and/or severally or shall be entitled to proceed against the Co-Borrower/Guarantor only in the first instance.

f) 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 in so far as they relate to events which occurred during the period of the aforesaid Loan Agreement or any extension hereof.

For Mahindra & Mahindra Financial Services Ltd.

Authorized Signatory			
(Lender)	(Borrower)	(Co-Borrower)	(Guarantor)

13) Securitization: The Borrower expressly recognizes and accepts that the Lender shall be absolutely entitled and have full power and authority to sell, assign or transfer this loan account in any manner, in whole or in part, and 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 and dues of the Borrower to any third party of the Lenders choice without reference to or without written intimation by the Lender or to the Lender.

14) Cross liability
The Borrower expressly accepts that if the Borrower fails to pay any monies when due or which may be declared due prior to the date when it would otherwise have become due or commits any other default under any agreement (including this agreement or any other agreement with any of the Group Company, as defined by the Companies Act) with the Lender under which the Borrower is enjoying any financial/creditor/other facility; then in such event the Lender shall, without prejudice to any of its specific rights under each of the agreements, be absolutely entitled to exercise all or any of its rights "Including taking Possession, Disposal and Holding NOC of the product there of " under any of the Borrower agreement (including this agreement) with the Lender at the sole discretion of the Lender.

15) Arbitration :
All disputes, differences and/or claim arising out of these presents or in any way touching or concerning the same or as to constructions, meaning or effect hereof or as to the right and liabilities of the parties hereunder shall be settled by arbitration to be held in accordance with the provision of the Arbitration and Conciliation Act, 1996 or any statutory amendments thereof and shall be referred to the 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 proceeding shall be held in **Chennai.**

16) Jurisdiction :
It is agreed by and between the parties hereto that the Courts at Chennai 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 and pursuant to these presents or of any clause or provision thereof, notwithstanding that the whole or substantial part of the cause of action may not have arisen there.

17) Sharing of Data:
The Borrower hereby agrees with and authorises the Lender and all of its divisions, affiliates, subsidiaries, related parties and other Mahindra group companies (collectively the **"Mahindra Entities"**) accessing/to access the Borrower's basic data / contact details provided herewith, i.e. the name, address, telephone number, e-mail address, birth date and / or anniversary date of the Borrower. The Borrower hereby consents to, agrees and acknowledges that any of the Mahindra Entities may call/ email/ SMS the Borrower on any of the basic contact details shared by the Borrower, in order to assist with the Borrower's Loan or to keep the Borrower informed regarding product details, or to send the Borrower any marketing and other product or service related communication and other offers of any of the Mahindra Entities. The Borrower acknowledges that it has provided the details herein at its sole discretion and confirms that no Mahindra Entity shall be held responsible or liable for any claim arising out of accessing or using its basic data / contact details shared by the Borrower. The Borrower consents to being assigned a unique identity within the Mahindra Group, to be shared amongst all Mahindra Entities, for the purpose outlined in this paragraph. If at any point of time, should the Borrower wish to stop receiving such communications from Mahindra Entities, it shall withdraw its consent by giving a missed call on +91-85289 98889 from its registered mobile number.

For Mahindra & Mahindra Financial Services Ltd.

Authorized Signatory			
(Lender)	(Borrower)	(Co-Borrower)	(Guarantor)

18) The content of this Agreement has been read out, explained and interpreted to the BORROWER in Telugu (Language) and to the Co Borrower in NA (Language) and the Guarantor in Telugu (Language) and understood by the Borrower, Co-Borrower and the Guarantor.

IN WITNESS WHEREOF the parties have hereunto set and subscribed their respective hands to this writing.

For Mahindra & Mahindra Financial Services Ltd.

Authorized Signatory			
(Lender)	(Borrower)	(Co-Borrower)	(Guarantor)
	Madhu		
(Witness)	(Witness)	(Witness)	(Witness)
	N MADHU REDDY		
(Name)	(Name)	(Name)	(Name)

As Per Annexure

SCHEDULE 1

MAHINDRA & MAHINDRA FINANCIAL SERVICES LTD.
#54-15-4A, Zoom Complex, 3rd Floor, Near Vinayaka Theatre,
Vijayawada-520 008. Andhara Pradesh,
GSTIN: 37AAACM2931R1Z2

i)	Agreement No.	7463529			
ii)	Date of Agreement	30/06/2021			
iii)	Lender's GST registered address	MMFSL - VIJAYAWADA - AP			
iv)	Borrower's Name & Address	Chirivelapeta Venkatesu, Tada, Nellore			
v)	Co-borrower's Name & Address	— NA —			
vi)	Guarantor Name & Address	Chirivallipeta Chellaiah, Tada, Nellore			
vii)	The Product (including Accessories)	TOYOTA KIRLOSKAR MOTORS			
viii)	Make of Product (Model)	YARIS J MT			
ix)	Original Delivery Place	Nellore			
x)	Product Price Rs.	916000			
xi)	Loan Amount	Rs. 6,00,000	xii)	Down Payment	Rs. 3,16,000
xiii)	Documentation Charges	Rs. 1500			
xvi)	Advance Installment	Rs. — NA —			
xv)	No. of Installment	59	xvi)	Security Deposit	Rs. — NA —
xvii)	Interest on security deposit	Rs. — NA —	xviii)	Total Period (in months)	60
xix)	Representation charges per PDC	Rs. 500/-	— NA —		
xx)	Foreclosure Charges	3 % of principal	xxi)	Service Charges 7000	
xxii)	For issue of duplicate copy of this Agreement	Rs.250 per copy of Agreement	xxiii)	For issue of duplicate Security Deposit Receipt	Rs.250/-Per Receipt
xxiv)	Specific Statement for Principal & Interest Breakup in addition to the repayment Schedule	Rs. 100/- Per Statement — NA —			
xxv)	Cancellation of contract (Other than foreclosure) at the request of the Borrower and agreed by the Lender	Rs.1000/- Per contact — NA —			
xxvi)	Others	1. 2. — NA —			
xxvii)	Rate of Interest	Flat 5.57 % Annualised 9.93 %			

Sr.no	Installment (Rs.)	Due date (dd)	Period	Repayment Period from	Period to
1	13,000	5th - Aug	5yrs	~~June~~ Aug-21	June-26
2					
3					

• Monthly/Bi-monthly/Quarterly/Half-yearly/Yearly
Charges stated hereinabove are inclusive of applicable GST

For Mahindra & Mahindra Financial Services Ltd.

Authorized Signatory
(Lender)

(Borrower)

(Co-Borrower)

(Guarantor)

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AGREEMENT NO. J463529 DATED : 30/06/2021

Between M/s. Mahindra & Mahindra Financial Services Ltd.

and CHIRIVELAPETA VENKATESU S/o KRISHNA REDDY

DESCRIPTION OF - THE VEHICLE / PRODUCT / ASSET

Sr No.	Suppliers/Dealer's Name	Description Of the vehicle Product/Asset	Qty. Nos.	Amount Rs.	Location of the Vehicle/Product /Asset during the Loan Tenure
1	Harsha Automotive Pvt Ltd	Yaris JMT	1	916000	Nellore

For Mahindra & Mahindra Financial Services Ltd.

Authorized Signatory (Lender) | (Borrower) | (Co-Borrower) | (Guarantor)