



SR NO.

**AKASA FINANCE LIMITED**

(formerly known as POOJA FINELEASE LIMITED)

CIN : U74899DL1995PLC064213

**AUTOMOBILES LOAN AGREEMENT****D. O.**

KE01404

Sales Executive Name MANESHWAR BARMAN

File No. ....

Sales Executive Code .....

A.S.M. / D.S.A. ....

Due Date...../...../.....

Cust. Sign. ✓ Md. Zahid**PAYMENT**

- (a) Cost of Vehicle : 126000/-
- (b) Margin Money : 43000/-
- (c) Financed Amount (a-b) : ..... R.O.I. ....
- (d) E.M.I. Amount : 5902 ..... Period 22
- (e) Advance EMI : 1
- (f) F.C. : .....
- (g) Loan to vehicle Rs. : 95000/- ..... %
- (h) Payment to Dealer : .....
- (i) GST : .....
- (j) Adv. Int. : .....

Date ..... Ch. No./NEFT ..... Bank .....

Dealer's Name MINATO ENTERPRISE Dealer Code WBBUR0842

Payment Receiver Name ..... Payment Receiver Code .....

Vehicle Particulars : R171

Vehicle Colour : CHERRY RED

Engine No. : .....

Chasis No. : MD9R3EWE4BH235414

Registration No. : .....

Name of the Borrower : MD ZAHID

Father's Name : MD PARWEZ

Adhaar No. : 7891 0768 7152

Address : RAIL PAR BABU TALAB ASANSOL MCOA

BARDHAMAN WEST BENGAL - 713302

Phone No. : .....

Res. ....

Off. ....

Mobile 6295992494 Alt M. No. ....PAN No. : AEGPZ1733H

Cheque Received : .....

Cheque Balance : ..... ] Md. Zahid

✓ Signature of Borrower

Regd. Office : 70/A-32, Rama Road Industrial Area, Najafgarh Road, New Delhi -110015 Phone : 011-45008000

Corporate Office : Plot No. 56/6, Block C, Sector-62, Gautam Buddha Nagar, Noida, Uttar Pradesh-201309

Branch Office : .....

MD. SADDAM  
X Signature of Guarantor





# AKASA FINANCE LIMITED

(formerly known as POOJA FINELEASE LIMITED)

Regd. Office : 70/A-32, Rama Road Industrial Area, Najafgarh Road, New Delhi - 110015

Phone : 011-45008000

## APPLICATION FOR HYPOTHECATION FINANCE

Proposal No. : ..... Date : .....

Sales Executive : ..... Dealership : .....

Md. Zahid

### Application for availing the loan facility for purchasing the vehicle (Vehicle Loan)

Full Name of the Applicant : .....  
(in Block Letters)

Date of Birth : ..... Sex : Male / Female ..... Father's / Husband's Name : .....

Residence Address : .....

Tel. No. (Resi.) : ..... Office : .....

Mobile : ..... Family Mobile Number : .....

Name of the Employee / Business Establishment : .....  
if Business specify : Partnership/Proprietorship/Ltd. Company

Address : .....

Designation : ..... Department : ..... Office : .....

### Co-Borrower

Full Name of the Co-Borrower : .....  
(in Block Letters)

Father's / Husband's Name : .....

Residence Address : .....


Ph. No. : (Resi.) : ..... (Mob.) : ..... Family Mob. No. : .....

Name of the Employee / Business Establishment : .....  
if Business specify : Partnership/Proprietorship/Ltd. Company

Address : .....

Designation : ..... Department : ..... Office : .....

### Co-Borrower / Guarantor

Guarantor 1		Guarantor 2	
Name : .....	Name : .....	 MDS ADDAM	
Address : .....	Address : .....		
City : ..... Pin Code : .....	City : ..... Pin Code : .....		
Ph. No. : (R) : ..... (O) : .....	Ph. No. : (R) : ..... (O) : .....		
Reference 1			
Name : .....	Name : .....		
Address : .....	Address : .....		
City : ..... Pin Code : .....	City : ..... Pin Code : .....		
Ph. No. : (R) : ..... (O) : .....	Ph. No. : (R) : ..... (O) : .....		

Md. Zahid

MD FIROZ

M.D. SADDAM

✓ Signature of the Borrower's

✓ Signature of the Co-Borrower

X Signature of the Guarantor

REMARKS : .....



## IRREVOCABLE POWER OF ATTORNEY

To all to whom these presents shall come I/we \_\_\_\_\_  
residing at \_\_\_\_\_

\_\_\_\_\_ (hereinafter called the "Borrower" which expression shall unless repugnant to the context or meaning thereof, shall mean and include their heirs, successors, assigns, legal representatives, executors, administrators, survivors, nominees and representatives in interest.)

### SEND GREETINGS

**WHEREAS AKASA FINANCE LIMITED** (formerly known as **POOJA FINELEASE LIMITED**) company incorporated under the companies Act, 1956 and an NBFC licensed by the Reserve Bank of India, having its registered office at 70/A-32, Rama Road Industrial Area, Najafgarh Road, New Delhi -110015 (hereinafter called the "Lender") has sanctioned me/us a sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) by way of loan against the security of the vehicle (hereinafter called the "vehicle")

**AND WHEREAS** I/We have executed a Vehicle Loan Cum Hypothecation cum Guarantee Agreement No. \_\_\_\_\_ dated \_\_\_\_\_ for the aforesaid purpose and have agreed that I/We shall execute in favour of the Lender an irrevocable Power of Attorney being these presents authorising the Lender to deal with the vehicle described in the said Vehicle Loan cum Hypothecation cum Guarantee Agreement (or in the Schedule to the said agreement or in any other communication relating thereto) and exercise all rights in respect thereof in the manner hereinafter appearing.

**NOW KNOW WE ALL THESE PRESENT WITNESS THAT** I/we do hereby irrevocably and absolutely nominee constitute Lender acting through any of its officers as my/our true and lawful attorney for me/us on my/our behalf and at my/our cost and risk to do, execute and perform all or any of the following acts, deeds, matters and things that is to say :

1. To take delivery and possession of the vehicle as and when deemed necessary by the Lender.
2. To transfer, sell, dispose of, give delivery of and otherwise howsoever deal with the vehicle and to sign and execute all Agreements, contracts, declaration forms, instruments and other writings whatsoever as may be necessary or expedient in that behalf.
3. To appoint or engage any broker or other agent for effecting any such transfer, sale, disposition, realisation, delivery of or dealing with the vehicle as the case may be.
4. To give notice to the appropriate authority for the registration of the vehicle upon the sale, transfer, disposal of, delivery thereof.
5. To receive consideration by the sale, transfer, disposition or delivery of or dealing with the vehicle and to give proper receipt and valid effectual discharge for the same.
6. To orally, in writing or otherwise, hypothecate the vehicle in favour of the Lender on the terms & conditions contained in the Loan Agreement entered into between myself/ourselves and the Lender or on such other terms as the Lender may think fit.
7. To appear before the office of Registering Authority and any other authorities through advocates or any authorised persons deemed necessary by the Lender to effect endorsement of hypothecation in Registration Certificate and transfer the Vehicle.
8. In the event of the Lender deciding to recall the Loan amount for any reason whatsoever, the Lender would have the irrevocable authority to cancel the booking of the vehicle with the dealer/manufacturer and to receive the booking amount any other deposit with the dealer/manufacturer and also to utilise the same towards discharging my/our debt towards the lender.
9. To receive the insurance receivable marked in favour of the Lender.
10. To fill in, after, amend or complete such forms, documents or papers that would be lying with the Lender duly signed to give full and complete affect thereof.
11. To fill in and complete any cheque that may be lying now or hereafter with the Lender duly signed by me/us with such amount, data and/or name of the payee that may be deemed fit by the Lender.
12. To delegate all/any or more than one of the powers, authorities and liberties herein vested and to appoint any substitutes to any one or more purpose or purposes as the Lender shall from time to time desire in that behalf.
13. To appear before any Court, Tribunal or Authority to commence, institute, maintain, prosecute, defend any proceeding(s) relating to or connected with the recovery of the dues/outstanding.
14. To take on superdari to vehicle from any Court, Tribunal or Authority.
15. To appoint Advocate(s), to sign and verify pleadings, documents, memoranda, petition and all such documents that are required to be filled before any Court, Tribunal or Authority.
16. And generally to do, perform and execute all acts, deeds, matters, and things relating to or concerning touching the vehicle and these presents as fully and effectually as if we I/we were personally present and the acts have been done performed or executed by me/us.
17. And I/we hereby agree to ratify and confirm all whatsoever the Lender shall do or course to be done in all about the premises by virtue of these presents.
18. I/we have undertake to defray and reimburse all costs and expenses that the attorney may incur in carrying out these presents.
19. This power of attorney has been issued for consideration and shall therefore remain effective, valid and irrevocable till the loan granted by the Lender has been fully realised to the satisfaction of the Lender and a Certificate of Discharge to that effect has been issued by the Lender.

In witness whereof I/we hereunto set my/our hand and seal at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_

Md. Zahel MD. FIROZ M D. S. ADDAM

(Lender)

✓(Borrower)

✓✓(Co-Borrower)

X(Guarantor-1)

XX(Guarantor-2)

(Lender)





सत्यमेव जयते

INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

₹10

e-Stamp

₹10 ₹10 ₹10 ₹10

Certificate No. : IN-DL55257558072398W  
Certificate Issued Date : 07-Mar-2024 04:53 PM  
Account Reference : IMPACC (IV)/dl854103/ DELHI/ DL-DLH  
Unique Doc. Reference : SUBIN-DL85410370176361056734W  
Purchased by : AKASA FINANCE LIMITED  
Description of Document : Article 5 General Agreement  
Property Description : Not Applicable  
Consideration Price (Rs.) : 0  
(Zero)  
First Party : AKASA FINANCE LIMITED  
Second Party : Not Applicable  
Stamp Duty Paid By : AKASA FINANCE LIMITED  
Stamp Duty Amount(Rs.) : 10  
(Ten only)

सत्यमेव जयते



₹10

Please write or type below this line

IN-DL55257558072398W

Md. Zahid

M.D. SADDAM

MD FIROZ

Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at 'www.shcilestamp.com' or using e-Stamp Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.



## LOAN CUM HYPOTHECATION AGREEMENT

The Loan cum Hypothecation Agreement is made on this ..... day of .....20

### BETWEEN

M/s AKASA FINANCE LIMITED (formerly known as POOJA FINELEASE LIMITED) company incorporated under the companies Act, 1956 and an NBFC licensed by the Reserve Bank of India, having its registered office at 70/A-32, Rama Road Industrial Area, Najafgarh Road, New Delhi -110015 Phone : 011-45008000 and Branch Office at .....

(hereinafter referred to as the 'Lender') which expression shall unless be repugnant to the context or meaning include the successors and assigns of the FIRST PART

### AND

Mr./Ms./Messers ..... an Indian Inhabitant/s sole proprietorship/s partnership firm under the Partnership Act, 1932 or a company incorporated/constituted the Company Act, 1956/2013 residing at/having its principal office registered office at .....

..... (hereinafter called the "Borrower(s)) which expression shall unless be repugnant to the context mean and include legal heirs, representatives in interest, executors, administrations and assigns of the SECOND PART

### AND

Mr./Ms./Messers ..... an Indian Inhabitant/s sole proprietorship/s partnership firm under the Partnership Act, 1932 or a company incorporated/constituted the Company Act, 1956/2013 residing at/having its principal office registered office at .....

..... (hereinafter called the "Co-borrower(s) which expression shall unless be repugnant to the context mean and include legal heirs, representatives in interest, executors, administrations and assigns of the THIRD PART

### Whereas

- (a) The Borrower(s) has/have identified a ..... ("the asset") and is desirous or purchasing the said asset for to use and for the purpose the Borrower(s) has/have approached the Lender and requested for a loan facility of a sum not exceeding Rs. .... (Rupees ..... ) for the purchase of the Asset (hereinafter referred to as "The Asset") more fully described in the first schedule hereunder.
- (b) The Co-borrower(s) in consideration of the Lender agreeing to grant the said loan to the borrower(s) has/have herein provided agrees, declares, guarantees to the Lender the due performance and observance by the borrower of all clauses, covenant's and terms and conditions of the agreement and agrees to pay on demand any money due or which may become due and payable to the lender under this agreement (not paid by the borrower) either by way of principal, interest, additional interest, expenses, damages, repairs, replacements or other compensation and other costs.

### NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

#### 1. Loan Amount and Interest

- 1.1 The Company has agreed to grant a Loan for the purpose stated in First Schedule and in the Application, on joint request of the Borrower and the Guarantor. The Loan to be sanctioned is described in First Schedule.
- 1.2 The said Loan shall carry interest at the rate stated in First Schedule and in the Application and will be computed monthly on the outstanding balance.
- 1.3 The said Loan is payable on demand, but for convenience, the Loan amount and the interest thereon shall be repaid in EMIs. The details (number and amount) in respect of EMIs is described in First Schedule and in the Application. This repayment schedule is without prejudice to the right of the Company to be paid on demand the entire Loan amount along with any other dues. Further, the computation/fixation of EMI will be without prejudice to the right the Company to recompute the interest on the basis of the agreed rate.
- 1.4 The repayment shall commence as per the repayment scheme irrespective of the delivery of the Vehicle. Strict compliance with the repayment scheme is an essential condition for the grant of Loan.
- 1.5 Any delay in the repayment of the EMIs would incur a flat charge per month or part thereof on delay, without prejudice to the other rights of the Company. The late payment charges are described in First Schedule and in the Application. The aforementioned charge would not affect the obligation of strict compliance with repayment schedule being an essential condition for the grant of Loan.
- 1.6 Any dishonoring of cheque would make the Borrower liable to a flat charge and in case of dishonouring/non-payment on the second presentation, a further charge would be levied. The quantum of the charge on the cheque on the first dishonouring and the charge upon the second dishonouring is described in First Schedule. The levy of charge upon dishonouring/non-payment charge upon the second dishonouring is described in First Schedule. The levy of charge upon dishonouring/non-payment of the cheque is without prejudice to the rights of the Company under chapter XVII of the Negotiable Instruments Act, 1881 as amended by the Banking, Public Financial Institutions and Negotiable Instruments Laws (Amendment Act, No.66 of 1998) and/or any applicable laws.
- 1.7 The charges mentioned in First Schedule the Application are subject to change at the discretion of the Company without any intimation to the Borrower.

(Lender)

✓ (Borrower)

✓✓ (Co-Borrower)

X (Guarantor-1)

XX (Guarantor-2)



## 2. Vehicle under exclusive hypothecation to Company as a Security

- 2.1 The Borrower by way of providing security to the Company against the Loan amount, undertakes to hypothecate the Vehicle for which/against which Loan amount/overdraft facility is being taken.
- 2.2 a) The details of used Vehicle being purchased or already owned Vehicle against which Loan is being taken are given in the annexure to this Agreement and the Borrower confirms that the Vehicle Two wheeler has no prior lien.
- b) In case of new Vehicle which is yet to be purchased, the Borrower undertakes to submit the registration number of the Vehicle within three days of receipt of the same from the Road Transport Authority or direct the manufacturer or dealer to supply the same in the format annexed hereto in this Agreement. The details of the Vehicle as stated in the aforesaid format shall be deemed to form part and parcel of this Agreement.
- c) That the Company is not responsible for delivery of duly endorsed Registration Certificate/Book and that the Borrower shall not withhold payment of stipulated EMIs on the pretext that Registration Certificate/Book has not been delivered.
- 2.3 The Borrower and the Guarantor state that they shall be estopped in law from taking the plea that on the date this Loan agreement was signed the exact Vehicle details were not available.
- 2.4 The Borrower undertakes to get the endorsement of hypothecation done in the Registration Certificate/Book from the concerned Road Transport Office.
- 2.5 The hypothecation of the Vehicle shall be first and exclusive charge against the Company dues.
- 2.6 The hypothecation shall be deemed to take place immediately on signing of this Agreement or delivery of the Vehicle, as the case may be, whichever is earlier.

## 3. REPAYMENT OF LOAN

- (a) The repayment of the loan and the interest thereof, shall be made by the Borrower in installments. The details such as number, due dates and amount in respect of the installments are described in the Second Schedule. The repayment schedule is without prejudice to the right of the Lender to be paid on demand as contemplated under the agreement, the entire Loan amount alongwith other dues. Further, the computation/fixation of the installment will be without prejudice to the right of the Lender to re-compute the amount of installments and interest thereon, including in case it is discovered at any stage that the installments have been computed wrongly. The installments shall be payable as per the second schedule.
- (b) The borrower/Co-borrower agree that time is the essence of the contract.
- (c) The payment of installments shall commence and continue irrespective of the asset being delivered to the borrower by the Dealers/manufacturer or not and notwithstanding any difficulties that the borrower may be facing or any disputes, objections, protests, complaints or grievance which the borrower may have with or against the Dealers/manufacturer or in respect of the delivery/non delivery of the asset or in respect of the asset itself.
- (d) No notice, reminder or intimation will be given to the Borrower regarding his obligation to pay the installment regularly on due date. It shall entirely be the responsibility of the Borrower to ensure prompt and regular payment of the installments.

## 4. Alteration and Re-Scheduling of the installments

The Lender shall be entitled to, if the Lender deems fit in the circumstances, after or re-schedule the installments in such manner and to such extent as the Lender may, in its sole discretion, decide and the repayment will be made by the Borrower as per the said alteration and re-scheduling notwithstanding anything stated in the Second Schedule.

## 5. Liability of the Borrower and the Co-borrower a joint and several

The liability of the Co-borrower(s) is joint and several and a coexistent with that of the borrower. The liability of the Co-borrower(s) to repay the Loan together with interest, etc. and to observe the terms and conditions of this Agreement/and any other Agreements, document/s that may have been or may be executed by the Borrower with the Lender in respect of this Loan or any other Loan or Loans, is joint and several and consequently the Lender shall have a sole discretion to proceed against both or either of them to recover the Loan and other charges payable by the Borrower to the Lender.

## 6. Appropriation of Payments

The Lender shall have a right to appropriate any payments due and payable under the Loan Agreement and made by the Borrower towards dues in the order the Lender deems fit, towards the following :-

- (i) Premium of Payment
- (ii) Costs, Charges, Expenses and other monies
- (iii) Interest on costs, charges, expenses and other monies
- (iv) Service charges
- (v) Interest, including additional interest, is any payable in terms of the Loan Agreement
- (vi) Repayment of installments of principal due and payable under the Loan Agreement
- (vii) Cost of initiating legal proceedings

## 7. Covenants / Undertakings and representations of the Borrower / Co-Borrower

### The Borrower / Co-Borrower Shall

- (a) utilise the entire Loan for the purpose indicated by him in the First Schedule.
- (b) promptly notify any event or circumstances, which might operate as a cause of delay in the completion of this Agreement.
- (c) duly and punctually comply with all laws and rules etc. and make payments of all charges levied or leviable in respect of the Asset. He shall be solely responsible for use, operations and maintenance of the Asset and any liability arising there from.
- (d) ensure that the Asset is always duly and properly insured with any insurer approved by the Lender, covering all the risks and hazards, including risks against fire, riots, civil commotions floods such wider liability to which the asset is normally exposed and unlimited third party liability risks. In order to safeguard the security of the Loan and to ensure that the lien of the Lender is marked on the insurance policy, as the beneficiary.
- (e) immediately inform the Insurance Company of any loss or damage to be Asset which he may suffer due to any force majeure or act of God, such as earthquake, flood, tempest theft or typhoon etc. or otherwise and simultaneously keep the Lender informed.

(Lender)

✓(Borrower)

✓✓(Co-Borrower)

X(Guarantor-1)

XX(Guarantor-2)

(Lender)

Md. Zahid

Md. Firoz

MDS ADDAM



- (f) take all the steps which are necessary to obtain and give full force and effect to all authorizations, approvals, consents, licenses and permissions required or obtained in relation to this Agreement, collateral documents and the hypothecated Asset.
- (g) Not to sell, lease, transfer, create charge, hypothecate or create encumbrance of any nature whatsoever, or surrender or otherwise howsoever part with possession of the Asset, in any manner whatsoever without the consent in writing of the Lender. Any direct or indirect transfer of the asset would be deemed to be a criminal breach of trust and a case of cheating, entitling the Lender to file pursue FIR or a Criminal complaint against the Borrower.
- (h) maintain the Asset in good order and condition and will make all necessary repairs, additions and improvements thereto as are necessary to keep the asset in good working condition during the pendency of the Loan.

## 8. Guarantee

8.1 The Guarantor hereby unconditionally and irrevocably guarantees the due payment and discharge by the Borrower of his liabilities hereunder to the Company 2 (two) days after demand whether incurred before or after the date hereof to the full extent of the Loan extended by the Company together with interest and all charges thereon. The guarantee is a continuing guarantee until the liabilities are fully met. The liability of the Guarantor is joint and several along with the liability of the Borrower.

8.2 Guarantor hereby agrees that his liability is co-extensive with that of the Borrower and as between the Company and the Guarantor, is to be considered as principal debtor to the Company for all dues.

8.3 The Guarantor and his heirs/executors expressly agree that they shall not be exonerated (i) by any variance made without their consent in the terms of this contract or transaction between the Company and the Borrower, (ii) by any contract made between the Company and the Borrower by which the Borrower is released from his liability under this Agreement, or (iii) by any act or omission of the Company the legal consequences of which may be discharged for the Guarantor or (iv) by the Company making a compromise with, or promising to give time to or not to sue the Borrower or (v) by the Company losing the security. The Guarantor hereby waives all surety rights that may otherwise be available to him.

8.4 The Guarantor's obligation to pay arises 2 (two) days after despatch of written notice by the Company by registered post irrespective of whether the Borrower has been called upon or proceeded against.

## 9.0 Delivery

9.1 The Borrower shall be solely responsible for getting the delivery of the Asset from the manufacturer or the dealer and verifying fitness quality condition etc. of the same. The Borrower shall intimate the Lender immediately upon taking delivery of the Asset.

9.2 It is agreed and understood by the Borrower that the Lender shall not be liable for any delay in delivery from the manufacturer or the dealer, any demurrage cost or the quality/condition/fitness of the Asset. The Borrower absolves the Lender from any liability in respect of the above and the Borrower shall not without the payment of the stipulated installment's on the pretext that the Asset has not been delivered for any reason what so ever.

## 10.0 Use

The Borrower undertakes not to use the Asset either by/himself or through his family members or servants or agents for any purpose not permitted by the terms and conditions of the Insurance Policy nor do or permit to be done any act or thing which might render the insurance invalid, and in particular not to use the asset/vehicle for transport of goods, articles etc. in contravention of any of the Acts of Central and State Legislatures relating to Forest, Excise, Customs, Sales-tax, Prohibition, Opium, Railway Property, Unlawful Possession, Gold Control etc and not to engage it in any unlawful or illegal activity and the Borrower shall be responsible for any damage or loss sustained by the lender in respect of the Asset, as a result of such wrongful or unlawful use. The Borrower undertakes to use the Asset only for the use indicated by the Borrower to the Lender and as stated in this Agreement at his own costs and expenses.

## 11.0 Insurance and Maintenance

11.1 In order to safeguard the security for the Loan and to ensure that the Lender's lien is marked on the insurance, the Borrower shall, immediately after signing this Agreement, keep the Asset insured against any loss or damage by accident or fire or other perils under a Comprehensive Policy including the risks against strikes, riots, Civil Commotion, floods and such wider liability to which the asset is normally exposed and unlimited third Party liability risks with an insurance Company approved by the Lender and shall punctually pay all premium and other sums required for keeping the said insurance effective throughout the period of this Agreement and produce and deliver (if so required by the Lender) any insurance policy, cover note or receipt on demand by the Lender for its inspection and verification. Each insurance policy shall be in the name of the Borrower with the necessary endorsement in favour of the Lender as "loss payee" and additional endorsement in favour of the Lender's Bankers, is so required by the Lender.

11.2 The Borrower shall not use the Asset for any purpose not permitted by the terms and conditions of the insurance policy and shall not do permit to be done any act or thing, which might render the insurance invalid.

11.3 The Lender may be its sole discretion get the insurance done or behalf of the Borrower, by being a facilitator and making the premium payment to the approved insurance company through Borrower post dated cheque/any other payment instructions. However, any non-payment on the part of the Lender due to any reason will not affect the liability of the Borrower to pay the necessary insurance premium to be insurance company and to keep the Asset insured.

11.4 The first claim on any insurance proceeds shall be that of the Lender. The Borrower hereby irrevocably authorizes the Lender to claim insurance proceeds to safeguard the interest of the Lender and appropriate the proceeds thereof against the dues of the Lender. The Borrower will comply with all directions of the Lender with respect to insurance policy and its renewal as stipulated from time to time.

11.5 The Borrower shall, at his cost and without undue delay, carry out repairs to the Asset occasioned by any accident or for any other reason and shall produce bills in respect of insurance claim to the insurance Company for settlement. If there are no over dues against the Borrower, the Lender shall pass on to him such benefits as the Lender receives from the insurance company in respect of claims.

## 12.0 Lender's Rights

12.1 The occurrence of any/all of the aforesaid Events of Default shall entitle the Borrower that the entire sum of money and all other sums and charges of whatsoever nature, including but not limited to, interests on account of default in payment of insurance premia and on account of other taxes which would have been payable by the Borrower if the Agreement had run to its full term, have become due and payable forthwith. The Lender shall be entitled to change an extra percentage at a rate specified in the first Schedule on the principal outstanding and on the other amounts due, and demand that all the aforesaid amounts be repaid to the Lender immediately. The Lender may be a notice in writing at its discretion call upon the Borrower to rectify the event of Default within the period specified in such notice.

12.2 Upon occurrence of an Event of Default shall be bound to return the Asset to the Lender at such location, as the Lender may designate in the same condition in which it was originally delivered to the Borrower, ordinary wear and tear excepted. The Borrower shall not prevent or obstruct the Lender from taking the possession of the Asset. For the purpose the Borrower covenants & confirms that the Lender's authorized representatives, servants, officers and agents will have unrestricted right of entry and shall be entitled to forthwith, or at any time without notice to the Borrower, to enter upon the premises, or garage, or godown, where the vehicle(s) are lying and kept, and to take possession or recover and receive the same and if necessary to break open any such place. The Lender will be well within its rights to use tow-van or any carrier to carry away the Asset. The Borrower shall be liable to pay any towing charges and other such expenses incurred by the Lender for taking the possession of the Asset, cost of safe keeping of the asset and for its sale etc. If the lender takes possession of the Hypothecated

MD. SADDAM

Md. Zahid

MD. FIROZ

(Lender)

✓(Borrower)

✓✓(Co-Borrower)

X(Guarantor-1)

XX(Guarantor-2)



- Asset, the Lender shall not be responsible for any loss or deterioration of or damage to the Hypothecated Asset whether by theft, fire, rain, flood, earthquake, lightning, accident or any other cause whatsoever.
- 12.3 The Lender shall, an any/all the aforesaid Events of Default, be entitled to and the Borrower hereto irrevocably authorizes the Lender to sell/transfer/assign the Asset either by public auction or by private treaty or otherwise howsoever, and appropriate the proceeds thereof towards repayment of the all the outstanding amounts from the Borrower to the Lender under this Agreement. If the sale proceeds are not sufficient to meet all the dues of the Lender, the same shall be paid to the Borrower. Nothing contained in this Clause shall prevent the Lender to sell the Asset and the Lender shall be paid to the Borrower. Nothing contained in this Clause shall prevent the Lender to sell the Asset and the Lender shall be entitled proceed against the Borrower(s) or Co-Borrower(s), independently of such security.
- 12.4 The Borrower shall not be entitled to raise any objections regarding the regularity of the sale and/or actions taken by the Lender nor shall the Lender be liable/responsible for any loss that may be occasioned from the exercise of such power and/or that may arise from any act or default on the part of any broker or auctioneer or other person or body engaged by the Lender for the said purpose.
- 12.5 The Lender shall be entitled to recover from the Borrower(s) all expenses (including legal costs of full indemnity basis) incurred by or on behalf of the Lender in ascertaining the whereabouts of the Asset, taking possession, garaging, insuring, transporting and selling the Asset and of any legal proceedings that may be filled by or on behalf of the Lender to enforce the provision of this Agreement. It is expressly clarified that the remedies referred to hereinabove shall be in addition to and without prejudice to any other remedy available to the Lender after under this Agreement, or under any other Agreement, or in law, or equity.
- 12.6 Notwithstanding anything contained in this Agreement, the Lender shall be entitled to repossess the hypothecated Asset, whether the entire Loan amount has been recalled or not, whenever, in the absolute discretion of the Lender, there is likelihood of the dues of the Lender not being paid by the Borrower and/or the Asset is likely to be transferred by the Borrower to default the security and/or the payment of the due amount of the Lender.
- 12.7 On demanding being made by the Lender or if required by the Lender upon happening of any Events of Defaults, the Borrower shall
- 12.7 i) give immediate and actual possession of the hypothecated to the Lender, its nominee or agents (as the case may be);
- 12.7 ii) transfer, deliver and enforce all registrations, policies, certificates and documents relating to the hypothecated Asset to the Lender, its nominees or agents (as the case may be).
- 12.8 The Lender or its officers, agents or nominees shall not be in any way responsible for any loss, damage, limitation, or depreciation that the hypothecated Asset may suffer or sustain on any account whatsoever whilst the same is in the possession of the Lender, its officers, agents or nominees or because of exercise or non-exercise of the rights, powers, or remedies available to the Lender or its officers, agents or nominees and all such loss, damage or depreciation shall be debited to the amount of the Borrower howsoever the same may have been caused.
- 12.9 Neither the Lender nor its agents, officers or nominees shall be in any way responsible and liable and the Borrower hereby agrees not to make the Lender or its officers, agents or any nominees liable for any loss, damage, limitation or otherwise for any belongings and articles that may be kept or lying in the hypothecated Asset at the time of taking charge and/or possession, seizure of the hypothecated Asset.
- 13.0 **Set-Off and Lien**
- 13.1 Notwithstanding anything contained in this Agreement, the Lender shall have a lien over all the assets of the Borrower(s) Co-borrower(s) in the Lender's control and a right of set off against any monies due to the Lender from the Borrower/Co-borrower(s) and to combine all accounts of the Borrower(s) Co-borrower(s) for recovery of the Lender's dues hereunder.
- 13.2 It is hereby agreed and understood by the Borrower that, in the event the Borrower(s) defaults in payment of the installments/charges/fees, without prejudice to the right of termination, the Lender shall have the right to Set-off the amount in the Borrower's/Co-borrower's account that it may be holding with the Lender with the amount in respect of which the default has been committed under this Agreement.
14. **Event of Default**
- In the event of:
- 14.1 The Borrower failing to pay the Loan or any fee charge/costs in a manner herein contained and any one EMI or any other amount due hereunder remains unpaid for a period of 30 (thirty) days from the date on which it is due; or
- 14.2 The Borrower failing to file the particulars of the Vehicle in the prescribed form as provided in the annexure to this Agreement, or submitting false documents Up the Company; or
- 14.3 The Borrower committing breach of any of the representations terms, covenants and conditions herein contained or makes any misrepresentation of any facts to the Company at any stage prior to or during the tenure of this Agreement ; or
- 14.4 The Vehicle being confiscated, attached or taken into custody by any authority or subject of any execution proceedings; or
- 14.5 The Borrower being an individual and insolvency notice is served on him, or being a corporation, a notice of winding up is served upon it or a receiver is appointed or attachment is levied on any of its/their property or assets; or
- 14.6 The Vehicle is distrained, endangered or damaged or bodily injury is caused to a third party by accident with the Vehicle or others; or
- 14.7 The Vehicle is stolen or is a total loss in the sole opinion of the Company; or
- 14.8 There exists any other circumstances which in the sole opinion of the Company, jeopardizes the Company's interest. In any of the aforesaid events, the Company shall be entitled to demand immediate repayment of the Loan, along with interest accrued and the Company will be entitled to charge extra the prepayment charge as described in First Schedule or any other rate which is applicable at the time as per Company's policy on the principal outstanding.
- 14.9 The Company is entitled to take the repossession of the hypothecated Vehicle with or without race, whether the entire Loan amount has been recalled or not, whenever in the sole discretion of the Company there is likelihood of due money not being paid and/or the vehicle is likely to be transferred to defeat the security and the due amounts of the Company.
- 14.10 The Borrower shall not prevent or obstruct the Company from taking the possession of the Vehicle. For this purpose the Company's authorised representatives, servants, officers and agents will have unrestricted right of entry in any premises of the Borrower. The Company will be within its rights to use tow-van to carry away the Vehicle. Without prejudice to the Company's rights and remedies to file suit against the Borrower, the authorised representative to the Company would be entitled to sell the vehicle by public auction or private treaty (without being liable for any loss), and to give proper receipts and effectual discharges to the purchaser thereof and to apply any amount with the Company in or towards payment of such deficiency. Nothing contained in this clause shall oblige the Company to sell the Vehicle and the Company shall be entitled to proceed against the Borrower/Guarantor independently of such security.
- 14.11 The Borrower shall be liable to pay various charges for possession of the vehicle like tow-away charges, godown charges, rentals and other such expenses incurred by the Company for effecting possession of the vehicle and for its safe keeping. The repossession charges are described in First Schedule.

(Lender)

✓(Borrower)

✓✓(Co-Borrower)

X(Guarantor-1)

XX(Guarantor-2)

(Lende

Md. Zahid

MR. PIROZ

MD. SADDAM



15.0 Notices

15.1 A certificate in writing signed by an officer of the Lender stating the amount of any particular time due shall be conclusive both against Borrower(s) and Guarantor(s).

15.2 Any change in address of the Borrower(s) and Guarantor(s) shall be notified to the Lender in writing within one week. Any notice, letter/other documents sent by the Lender to the Borrower(s) and Guarantor(s) shall be given at the address as stated in this Agreement, or the address notified by the Borrower/ Guarantor and shall be deemed to have been received by the Borrower(s) and Guarantor(s) 48 hours after it has sent by registered post.

15.3 In all correspondence, the Contract / Agreement / Vehicle registration number should be quoted by the Borrower(s) and Guarantor(s).

15.4 All correspondence shall be addressed to the Lender at the address of the Lender mentioned in the description of parties appearing in the preamble to this Agreement.

16. 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) with the Company under which the Borrower is enjoying any financial/credit/other facility; then in such event the Company in its sole discretion, without prejudice to any of its specific rights under each of the agreements, shall be absolutely entitled to exercise all or any of its rights under any of the Borrower's agreement (including this Agreement) with the Company.

17. Consent to Disclosure

The borrower authorize Akasa Finance Limited to disclose, from time to time any information relating to the Loan to any parent/subsidiary/ affiliate/associate entity of the Company, and to third parties engaged by the Company, for purpose such as marketing of products, recovery of outstanding dues etc.

The Borrower understands that as a pre-condition, relating to grant of the loans/advances/other non-fund-based credit facilities to me/us, the Company requires their consent for the disclosure by the Company of, information and data relating to them, of the loan facility availed of/to be availed, by them, obligations assumed/to be assumed, by them, in relation thereto and default, if any, committed by them, in discharge thereof.

Accordingly, the Borrower hereby agrees and gives consent for the disclosure by the Company of all or any such:

a) Information and data relating to them.

b) Information and data relating to any loan or credit facility availed of/to be availed, by them and

c) Default, if any, committed by them, in discharge of such obligation, as the Company may deem appropriate and necessary to disclose and furnish to Credit Information Bureau (India) Limited and any other agency authorized in this behalf by RBI.

The Borrower declares that the information and data furnished by them to the Company are true and correct.

The Borrower undertakes that:

a) The Credit Information Bureau (India) Limited and any other agency so authorized may use, process the said information and data disclosed by the Company in the manner as deemed fit by them; and the Credit Information Bureau (India) Limited and any other agency so authorized may furnish for consideration, the processed information and data or products thereof as prepared by them, to banks/financial institutions and other credit grantors or registered users, as may be specified by the Reserve Bank in this behalf.

18. Arbitration Clause

Any and all disputes, differences and / or claims arising out of or in connection with this Agreement or its performance shall be settled by arbitration to be held in ..... in accordance with the provision of THE ARBITRATION AND CONCILIATION ACT 1996 or any statutory amendments thereof and shall be referred to the Sole arbitration of a person to be nominated / appointed by the Lender. In the event of death, refusal, neglect, inability or incapability of the person so appointed to act as by him in conducting arbitration proceedings and shall conduct arbitration proceedings in such a manner as he considers appropriate. The award including the interim Award(s) given by the arbitrator shall be final and binding on all the parties concerns.

This Agreement shall be subject to the exclusive jurisdiction of the Courts of .....

19. Acceptance

I have read the entire Agreement constituting of First Schedule including the Material Details given in which have been filled in my presence. I shall be bound by all the conditions including the Material Details. The aforementioned Agreement and other documents have been explained to me in the language understood by me and I have understood the entire meaning of the various clauses.

I am 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 in the Application and this Agreement in consonance with the lender's policy.

I agree that this Agreement shall be concluded and become legally binding on the date when the authorised officer of the lender signs this Agreement at .....

Md. Zahid M D. SADDAM

(Lender)

✓(Borrower)

✓✓(Co-Borrower)

X(Guarantor-1)

XX(Guarantor-2)



## SURRENDER LETTER

### **AKASA FINANCE LIMITED**

**Regd. Office :**

70/A-32, Rama Road Industrial Area,  
Najafgarh Road, New Delhi -110015

### SUB :- SURRENDER OF VEHICLE

Dear Sir,

Proposal No. / File No. ....

Vehicle Make .....

Registration No. ....

Name of Hirer .....

Address .....

I ..... S/o .....

Do hereby surrender the Vehicle Make..... Model .....

Registration No. .... On .....

at ..... to the representative of **AKASA FINANCE LIMITED** (formerly known as POOJA FINELEASE LIMITED)

Mr. ....

As I have Defaulted in repayment of the finance amount as per terms & conditions of above mentioned agreement, I further undertake that I will not initiate any type of Court Proceedings in the future relating to repossession of vehicle as myself has violated the terms & conditions repayment the company as per above mentioned agreement. I further undertake that I shall repay for any loss/damage incurred by company after selling dispose of my surrender vehicle in market.

Date : .....

Time : .....

Place : .....

✓Signature of the Hirer .....

Name .....

Address .....

md. Zahid

MD FIROZ

MD SADDAM



To,

Dated : .....

**SUB : INSURANCE CLAIM AUTHORISATION LETTER**

Sir,

I/We hereby authorise **M/s AKASA FINANCE LIMITED** (formerly known as **POOJA FINELEASE LIMITED**) to receive the insurance claim for my vehicle bearing registration number ..... on my behalf. I have cleared /paid all the bills for repair of the said vehicle and bills are attached with this letter .

Thanking you.

Yours faithfully.

(.....)

Name .....

Address .....

.....

.....

**DEMAND PROMISSORY NOTE**

Place .....

Date .....

ON DEMAND I/We ..... S/o .....

..... residing at .....

promise to pay to **AKASA FINANCE LIMITED** (formerly known as **POOJA FINELEASE LIMITED**),

**Regd. Office : 70/A-32, Rama Road Industrial Area, Najafgarh Road, New Delhi -110015** the sum

of Rs..... (Rupees.....)

with interest thereon at the rate of .....% (in words..... per annum)

for value received.

Borrower Md. Zahid

Signature Md. Zahid

Co-Borrower MD FIROZ

Signature MD FIROZ

MD SADDAM





## AKASA FINANCE LIMITED

(formerly known as POOJA FINELEASE LIMITED)

Regd. Office : 70/A-32, Rama Road Industrial Area, Najafgarh Road, New Delhi - 110015 Phone : 011-45008000

### नियम और शर्तें

1. आपके द्वारा खरीदे गये वाहन में किसी किस्म की खराबी होने पर फाईनेन्सर की कोई जिम्मेदारी नहीं होगी।
  2. चैक की वापसी होने पर 600/- रुपये प्रति चैक अलग से भुगतान करना होगा।
  3. समय पर किस्त का भुगतान न करने पर प्रत्येक विजिट का तीन सौ (रु० 300) रुपये भुगतान (Collection Charge) देना होगा।
  4. चैक समय (Due Date) पर बैंक में डाले जायेंगे, अगर Borrower यह नहीं चाहता है तो उसे (Due Date) से सात दिन पहले किस्त का भुगतान करना होगा।
  5. वाहन के कागज (Registration Book) स्वयं डीलर से लें इसमें फाईनेन्सर की जिम्मेदारी नहीं होगी।
  6. बीमा नवीनीकरण (Insurance Renewal) की जिम्मेदारी ग्राहक (Borrower) की होगी।
  7. गाड़ी चोरी होने पर भी कम्पनी की किस्तों का समय पर भुगतान करना होगा। इश्योरेंस कम्पनी से क्लेम मिलने पर पहले कम्पनी का बकाया भुगतान होगा।
  8. Cheque Fill up स्वयं करके दें, किसी के हाथ में Blank Cheque न दें।
  9. बिना Official Receipt Cash व बिना अधिकृत आदमी को पैसा ना दें, और हमारे ऑफिस से Confirm भी कर लें।
  10. N.O.C. अन्तिम किस्त (Case Close) से 90 दिन (3 Month)के अन्दर ऑफिस आकर लेना है। इसके बाद आने पर 500/-रु० का चार्ज अलग देना होगा / भुगतान करना होगा।
  11. 2 किस्त से ज्यादा नहीं देने पर Vehicle Surrender करना होगा।।
  12. एग्रीमेंट (Agreement) के अनुसार यदि समय से पहले आप अपना एकाउंट क्लीयर (Account Clear/Settle) कर देते हैं, तब भी आपको तीन महीने का ब्याज देना होगा।
  13. गाड़ी फाइनैस कराते समय अगर पूरे चैक नहीं देते हैं तो आपको उसी समय 2% अतिरिक्त सरचार्ज लिया जायेगा। अगर उस समय नहीं दिया तो NOC लेते समय अवश्य देना होगा। तभी NOC मिलेगी।
  14. ओरिजनल स्मार्ट कार्ड फाइनैस कम्पनी के पास रहेगा, जब तक किस्त चलती रहेगी।
- ऊपर लिखे सारे निर्देश अच्छी तरह से पढ़ लिये हैं। तभी मैंने यह फाईल हस्ताक्षर की है।

*Md. Zahid*  
Borrower Signature

*MDFIROZ*  
Co-Borrower Signature

मैं (Guarantor) अपने पूरे होश-हवास में यह जिम्मेवारी लेता हूँ, कि अगर Borrower किस्त / बकाया ऋण राशि का भुगतान नहीं कर पाता है, तो मैं बकाया ऋण राशि का भुगतान करने की जिम्मेवारी लेता हूँ।

Place : .....

*MDSADDAM*  
X

Date : .....

Guarantor's Signature

*M*