



## Indiabulls Housing Finance Limited

**CUSTOMER NAME:** \_\_\_\_\_

**LOAN ACCOUNT NUMBER:** \_\_\_\_\_

**BRANCH NAME & CODE:** \_\_\_\_\_





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Instructions to fill Mandate: \_\_\_\_\_

1. UMRN - To be left blank
2. Date in DD/MM/YYYY format.
3. Sponsor Bank IFSC code - to be left blank
4. Utility Code : Unique code of the entity to whom mandate is being given - to be left blank
5. Name of the entity to whom the mandate is being given, Already Filled
6. Account type - SB / CA / CC / SB-NRE / SB - NRO / Other
7. Tick - Select your appropriate Action
  - a. Create - For New Mandate
  - b. Modify - For Changes/Amendment on Existing mandate
  - c. Cancel - For cancelling the existing registered Mandate
8. Your Bank Account Number for debiting the amount
9. Name of your bank and branch
10. Your Bank Branch IFSC code or
11. Your Bank Branch MICR Code
12. Amount in words
13. Amount in Figures
14. Frequency at which the debit should happen, Already Tick
15. Whether the amount is fixed or variable, Already Tick
16. Reference - 1 : Any details requested by the entity to whom the mandate is being given
17. Reference - 1 : Any details requested by the entity to whom the mandate is being given
18. Your Phone Number
19. Your Email ID
20. Period for which the debit mandate is valid
  - a. Start Date
  - b. Tick Untill Cancelled
21. Signature of the account holder
22. Name of the account holder

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**THIS LOAN AGREEMENT (“Agreement”)** is made at the place and on the date set out in **Schedule I** hereunder between the **Borrower(s)** (as defined hereinbelow) and **Indiabulls Housing Finance Limited**, a company under the Companies Act, 2013, having its registered office at M – 62 & 63, First Floor, Connaught Place, New Delhi- 110001 and having Corporate Identity Number: L65922DL2005PLC136029 (hereinafter referred to as the **“Lender”**, which expression shall, unless repugnant to the subject, context or meaning thereof, be deemed to include its executors, successors and assigns).

Whereas: (a) the Borrower(s) have requested the Lender for granting the Loan (hereinafter defined) to the Borrower(s); (b) after considering the request of the Borrower(s), the Lender has agreed to grant the Loan to the Borrower(s) subject to the terms and conditions contained in the Loan Documents (hereinafter defined).

## 1. DEFINITIONS AND INTERPRETATION

In this Agreement, the following capitalized terms shall have the meaning ascribed to them hereunder:

- (a) **“Borrower(s)”** means the company (ies)/person(s)/firm(s) named in the **Schedule I** hereunder as the Borrower(s) and whose address(s) and other details are also mentioned in **Schedule I** hereunder. The term **“Borrower(s)”** shall include the Co-Borrower(s), if any, named in Schedule I hereunder.
- (b) **“Borrower's Dues”** means the outstanding principal amount of the Loan and other amounts payable by the Obligor(s) to the Lender as per the Loan Documents, including any interest, Default Interest, fees, costs, charges, expenses and other sums whatsoever payable by the Obligor(s) to the Lender.
- (c) **“Date of Disbursement”** means the actual/deemed date of disbursement of the Loan, in whole or in part, or the date(s) on which cheque(s) for the Loan, in whole or in part, is/are issued by the Lender, whichever is earlier.
- (d) **“Due Date(s)”** means such date(s) on which (a) any amount including principal, interest and/or other charges in respect of the Loan is due and/or payable by the Obligor(s) to the Lender in terms of the Loan Documents; and/or (b) performance of any other obligation(s) is required to be complied with by the Obligor(s) under the Loan Documents.
- (e) **“Event of Default”** means any event(s) or circumstance(s) specified as such in this Agreement and/or any other event(s) or circumstance(s) referred to/defined as an Event of Default under any of the Loan Documents.
- (f) **“Guarantor(s)”** means the entity(ies)/company(ies)/person(s), if any, named in the Schedule I hereunder as the Guarantor(s) and/or such other person(s) who/which have agreed/will agree to execute guarantee deed(s) (in the form and substance satisfactory to the Lender) in favour of the Lender for guaranteeing the fulfillment of all obligations of the Obligor(s) under the Loan Documents including payment of the Borrower's Dues to the Lender.
- (g) **“Hypothecator(s)”** means the company(ies)/person(s)/firm(s) named in **Schedule I** hereunder as the Hypothecator(s) and/or any other person(s) who/which hypothecates, from time to time, its/his/her/their asset(s) including the Hypothecated Asset(s) and his/its present and future interests, right and title therein in favour of the Lender to secure, inter alia, the fulfillment of the Obligor(s)' obligations under the Loan Documents including payment of the Borrower's Dues to the Lender.
- (h) **“Hypothecated Asset(s)”** means the Receivables and/or any other asset(s) (including all the present and future interests, right and title of the Hypothecator(s) therein) hypothecated/charged or to be hypothecated/charged as Security in favour of the Lender by the Hypothecator(s) from time to time.
- (i) **“Loan”** means the loan amount mentioned in **Schedule I** of this Agreement, which will be or has been made available under this Agreement, as per the terms and conditions contained in the Loan Documents, to the extent the same is not cancelled, reduced or transferred under this Agreement.
- (j) **“Loan Documents”** means (i) this Agreement, (ii) the Security Documents and/or (iii) all other agreement(s), application(s), form(s), undertaking(s), document(s), letter(s), deed(s), memorandum(s), declaration(s) and/or power of attorney(s) evidencing, securing, governing or otherwise pertaining/relating to the Loan/Borrower's Dues and includes any amendatory, modificatory or supplemental agreement thereto.
- (k) **“Material Adverse Effect”** means a material adverse effect, in the opinion of the Lender, on or affecting (a) the business, operations, property or condition (financial or otherwise) of the Obligor(s); or (b) the ability of the Obligor(s) to perform its/their obligations under the Loan Documents; or (c) the validity or enforceability of the Loan Documents or the rights or remedies of the Lender under the Loan Documents.
- (l) **“Obligor(s)”** means the Borrower(s), the Guarantor(s), mortgagor(s), Hypothecator(s), Pledgor(s) and/or any other person(s) providing any Security in favour of the Lender under the Loan Documents and/or who is or becomes a party (other than the Lender) to any Loan Documents.
- (m) **“Party” or “Parties”** means a party to this Agreement individually or collectively, respectively.
- (n) **“Payment Installment(s)”** shall mean installment(s) of the principal amount(s) of the Loan and/or interest amount(s) payable by the Obligor(s) to the Lender under the Loan Documents (periodically or otherwise) on Due Date(s) as set out in the Payment/Repayment Schedule and may include equated monthly installment(s) (**“EMI”**) and/or pre equated monthly installment(s) interest (**“PEMII”**).
- (o) **“Payment/Repayment Schedule”** means the schedule for payment/repayment of the Loan and interest thereon as mentioned in Schedule II hereunder or any revised payment/repayment schedule as specified by the Lender from time to time.
- (p) **“Power of Attorney”** means the irrevocable power of attorney(s) (in the form and substance satisfactory to the Lender) in favour of the Lender in respect of the Security to be provided by the Obligor(s) providing any

- Security.
- (q) **“Purpose”** means purpose(s) as specified in Schedule I hereunder and/or in the Loan Documents for which the Loan (or any part thereof) is to be utilized by the Borrower(s).
  - (r) **“Receivables”** means the entire sale proceeds, advance, allotment money, rent, lease rentals, license fees, security deposit(s) and/or other receivables received or to be received (on and from the date of this Agreement) by, inter alia, the Obligor(s) from all the concerned persons, including the buyer(s), transferee(s), allottee(s), lessee(s), sub-lessee(s), developer(s), tenant(s) and/or licensees of the Said Properties and/or any portion or unit thereof and/or any other properties as mutually agreed between the Lender and the Obligor(s), from time to time, pursuant to any application(s), agreement(s), document(s) and/or contract(s) for, inter alia, sale, transfer, allotment, assignment, development, lease, sub-lease, renting and/or license of the Said Properties and/or any portion or unit thereof and/or any other properties as mutually agreed between the Lender and the Obligor(s).
  - (s) **“Relevant Entities”** shall mean and include (a) the promoter(s) of the Lender, (b) the promoter(s) of the holding company of the Lender, (c) the other entities/companies in which any such promoter(s) is/are also the promoter(s) and/or (d) any of the respective affiliates/ subsidiaries/ holding company/ associate/group companies/entities, present or future, of the Lender and/or the entities/companies/persons mentioned in (a), (b) and/or (c) above.
  - (t) **“Said Properties”** means the properties as mentioned in Schedule III hereunder.
  - (u) **“Security”** means the asset(s) of the Obligor(s) on which a mortgage, charge, lien and/or other security interest is created and/or is to be created in favour of the Lender for securing the fulfillment of all the obligation(s) of the Obligor(s) (including payment of the Borrower's Dues to the Lender) under the Loan Documents and shall include any guarantee. .
  - (v) **“Security Documents”** shall include guarantee deed(s), demand promissory note, letter of continuity, any other document(s)/ declaration(s)/ memorandum(s) /undertaking(s)/ power of attorney in relation to the Security and/or any document(s) designated as such by the Lender.

Unless a contrary indication appears, any reference in this Agreement to: (a) “Loan Documents” or any other agreement or instrument is a reference to that document or other agreement or instrument as amended, supplemented or novated, from time to time including such other document(s), which is made a part of this Agreement by reference. (b) Section, Clause and Schedule headings are for ease of reference only. (c) A term used in any other Loan Documents or in any notice given under or in connection with any of the Loan Documents has the same meaning in that document or notice as is ascribed to such expression in this Agreement, unless defined therein. (d) The expression the Borrower(s), the Guarantor(s), Hypothecator(s), Pledgor(s), the mortgagor(s) or the Obligor(s) unless repugnant to the meaning and context shall include: (i) in the case of a company/society/body corporate, its successors and permitted assigns; (ii) in the case of a partnership firm, any or each of the partners and survivor(s) of them and the partners from time to time and their respective heirs, legal representatives, executors, administrators, permitted assigns and successors of the firm; (iii) in the case of a proprietary concern, the proprietor (both in his/her personal capacity and as proprietor of the concern) and his/her heirs, legal representatives, executors, administrators, permitted assigns and successors of the concern; (iv) in the case of a Hindu undivided family (“HUF”), the karta of the HUF and any or each of the adult members/ coparceners of the HUF and the survivor(s) of them and their respective heirs, legal representatives, executors, administrators, permitted assigns and successors; (v) in the case of an individual, his/her heirs, legal representatives, executors, administrators and permitted assigns; (vi) in the case of a trust, the trustee(s) for the time being, its successors and permitted assigns; (e) any gender shall include all genders or the neuter, and the neuter shall include all genders; (f) the singular number shall include the plural, and the plural number shall include the singular.

## 2. THE LOAN AND THE SECURITY

- 2.1.1 Subject to the provisions of the Loan Documents, the Lender agrees to lend to the Borrower(s) the Loan mentioned in Schedule I hereunder. The Lender may disburse the Loan (or any part thereof) only upon the fulfillment by the Obligor(s) of all the conditions precedent as may be specified by the Lender. The Loan (subject to deductions, if any) may be disbursed in full or in such tranches as mentioned in the request for disbursement of the Loan by the Borrower(s) or as deemed fit by the Lender. At the discretion of the Lender, the Loan (or any part thereof) may be disbursed in any manner or mode to (i) the Borrower(s) and/or (ii) the Borrower(s)' other lender(s), a developer/seller of any Said Properties and/or (iii) to such other person as instructed by the Borrower(s) (and such disbursement shall be deemed to have been made to the Borrower(s)). Notwithstanding anything to the contrary, the Lender may, at its sole and absolute discretion, cancel and/or withhold the disbursement of the Loan, in part or in full, at any stage under this Agreement due to any reason whatsoever. Subject to the provision of the Loan Documents, the Tenure of the Loan (or part thereof) shall be as mentioned in Schedule I of this Agreement. The Obligor(s) shall be jointly and severally liable to pay the Borrower's Dues to the Lender. The Borrower(s) agrees and confirms that the Loan shall be subject to a review [at the cost of the Borrower(s)] by the Lender on a yearly basis or such shorter time as may be decided by the Lender at its discretion. The Borrower(s) agrees that the Lender may disburse the Loan (or any part thereof) only after the Borrower(s) has made his/her own contribution (as may be required/specified/agreed by the Lender and/or under the applicable laws) towards the purpose of the Loan including the acquisition of the Said Properties and submitted proof of the same (to the satisfaction of the Lender) with the Lender. The Borrower(s) agrees that the Lender shall be entitled to verify the authenticity of such

proof prior to disbursement of the Loan (or any part thereof).

- 2.1.2 To secure, to the satisfaction of the Lender, the fulfillment of all the obligations of the Obligor(s) under the Loan Documents including payment of the Borrower's Dues, the Borrower(s) hereby undertake to forthwith create, and/or shall cause the Obligor(s) to forthwith create such Security in favour of the Lender as requested by the Lender, from time to time. The Borrower(s) shall, and/or shall cause the Obligor(s) to, (a) forthwith execute and register, if required, appropriate Security Documents relating thereto (in a format acceptable to the Lender) and file necessary disclosures, forms and documents and/or register the charge/encumbrance created in favour of the Lender with the concerned registrar of companies/appropriate authorities/stock exchanges, if required under any law, within thirty (30) days from the date of creation of such Security or within the prescribed time frame, whichever is earlier and forthwith furnish the certificates/forms thereof to the Lender; and (b) take/obtain a written no objection certificate from the Lender prior to, *inter alia*, sale, transfer, dealing with or disposition, creation of any third party rights or interest or encumbrance (in any manner) on such Security (or any portion thereof).

## 2.2 SECURITY

### a) Demand Promissory Note and Letter of Continuity

At the time of execution of this Agreement, a demand promissory note shall be executed by the Borrower(s) in favour of the Lender for the Loan and interest thereon along with a letter of continuity for the same amount, duly signed and delivered to the Lender as Security for payment/repayment of the Borrower's Dues by the Borrower(s). The Borrower(s) shall also forthwith execute and deliver to the Lender from time to time (as may be requested by the Lender) such documents (in a format acceptable to the Lender) to ensure that the demand promissory note remains valid and subsisting.

### b) Hypothecation

The Borrower(s) shall cause the Hypothecator(s) and the Hypothecator(s) shall agree, to the satisfaction of the Lender, to hypothecate, encumber, charge, pledge and/or assign (by way of Security) the Hypothecated Asset(s) exclusively in favour of the Lender. If so required by the Lender, the Obligor(s) shall forthwith deposit or shall cause to be deposited the Receivables directly in an escrow account(s) (and to no other account) as may be stipulated/agreed by the Lender and shall forthwith execute escrow agreement(s) in a form satisfactory to the Lender with respect to deposit of the Receivables into the escrow account(s) and transfer of amounts into the Lender's specified bank account(s) on the Due Date(s).

### c) Guarantee

The Borrower(s) shall cause the Guarantor(s) to forthwith execute guarantee deed(s) (in the form and substance satisfactory to the Lender) in favour of the Lender guaranteeing the fulfillment of all the obligations of the Obligor(s) under the Loan Documents including payment of the Borrower's Dues to the Lender.

### d) Pledge/Charge of Shares

At all times during the validity of the Loan Documents, the Borrower(s) shall cause to be forthwith created a first-ranking pledge/charge exclusively in favour of the Lender on such shares, securities, instrument(s) convertible into shares and/or instrument(s) with voting rights issued/to be issued by the company/companies as required by the Lender.

## 2.3 Release of Security

On the unconditional and irrevocable repayment/payment of the entire Borrower's Dues, costs and expenses, if any, incurred by the Lender and fulfillment of all the obligations of the Obligor(s) under the Loan Documents, the Lender shall forthwith release the Security created by the Obligor(s) in favour of the Lender by executing, at the costs of the Obligor(s) (including costs relating to stamp duty and registration charges, if any) all such documents as may be required for the said purpose.

## 3. REPAYMENT/PAYMENT

- 3.1 The Borrower(s) shall repay/pay the entire Loan and interest thereon to the Lender as per the Payment/Repayment Schedule on the respective Due Date(s) [i.e. in Payment Installment(s)] and/or in such other manner as agreed/specified by the Lender from time to time. Subject to Clause 3.2, the Borrower(s) agree to pay to the Lender interest on the Loan or such part thereof as may be outstanding from time to time at such Interest Rate(s) as mentioned in Schedule I of this Agreement. Unless otherwise specified by the Lender from time to time, (a) interest shall accrue from the Date of Disbursement; (b) interest shall be computed on the basis of a year of three hundred and sixty five (365) days or three hundred and sixty six (366) days, as the case may be, and the actual number of days elapsed; (c) interest shall be computed on monthly rests or on such periodic rests as may be decided by the Lender from time to time; and (d) in case of any payment default on the Due Date(s), interest shall

be compounded (at the prevailing Interest Rate(s)) every month on the overdue amount. In the event the Lender specifies that the Payment Installment(s) is required in the form of EMI, the ratio/proportion of the principal amount(s) and interest amount(s) constituting the EMI amount(s) may vary in every such monthly installment, though the EMI amount(s) may remain the same every month. The Borrower(s) shall have the option to pay/repay only the interest amount(s) on Due Date(s) in the form of PEMII (forming part of the Payment Installment(s)) on \_\_\_\_\_ basis till (a) the date on which the entire Loan is disbursed; or (b) the date on which completion certificate (in relation to the Said Properties, if applicable) is obtained (and the same must forthwith be submitted to the Lender); or (c) such date (as may be specified by the Lender) from which payment/repayment of the principal amount(s) commence in the form of EMI or as part of the Payment Installment(s), whichever is earlier. However, this option provided to the Borrower(s) can be withdrawn by the Lender at any point of time post which the Borrower(s) shall be required to pay/repay the Payment Installment(s) as may be notified by the Lender from time to time [which shall include installment(s) of principal amount(s) of the Loan]. If the Borrower(s) intends to commence payment of EMI at any time prior to such date, as mentioned in sub clause no (b) and sub clause no (c) herein above, the Borrower(s) should submit written request to the Lender, in this regard.

- 3.2 Notwithstanding anything to the contrary in the Loan Documents, the Lender reserves its rights to alter, amend, increase and/or vary, from time to time, the Interest Rate(s) (including vary/amend/replace/alter the Benchmark Rate(s) and/or the spread) prospectively. The Lender shall notify (by email or updation on the Lender's website or by any other manner) the revised Interest Rate(s) payable under the Loan Documents to the Borrower(s) and the same shall be binding on the Obligor(s) with effect from such date(s) as may be specified by the Lender.
- 3.2A Subject to the provisions of the Loan Document, the Lender, at the request of the Borrower(s) or otherwise as required, may provide the option to the Borrower(s) to revise the spread during the Tenure of the Loan. In such case, the Borrower(s) will have the option to avail revised spread/ switch facility against the Loan with prospective effect subject to necessary verifications and on payment of fees and execution of additional documents as may be required by the Lender (in a format satisfactory to the Lender), in this regard. It shall be the responsibility of the Borrower(s) to keep themselves informed about the switch facility/revision of the spread and benchmark rate(s), from time to time. Please note that it shall be the sole discretion of the Lender to provide the option/switch facility for reduction/revision of spread against the Loan(s) and as such, the Lender reserves the right to reject/ withdraw/ annul the same, at any time
- 3.3 All sums payable by the Obligor(s) under the Loan Documents shall be paid free of any restriction or condition and free and clear of and without any deduction or withholding, whether on account of tax or otherwise (except for income tax deducted at source). If the Obligor(s) is/are obliged by law to make any deduction or withholding from any such sum (except for income tax deducted at source), then the sum payable by the Obligor(s) shall be increased to the extent necessary to ensure that, after making such deduction or withholding, the Lender receives and retains (free from any liability except for tax on overall net income) a net sum equal to what the Lender would have received and so retained if no such deduction or withholding had been required or made. Notwithstanding anything to the contrary contained in the Loan Documents, the Obligor(s) shall also be liable to pay all applicable taxes (except for income tax deducted at source) including Goods and Services Tax, if applicable, on all sums payable by the Obligor(s) to the Lender under the Loan Documents.
- 3.4 Subject to provisions of applicable laws, the Obligor(s) shall repay/pay the Borrower's Dues through electronic clearing system / through an escrow account(s) maintained under the Loan Documents (if any)/ RTGS/any other method, as may be specified by the Lender, from time to time and the same shall be binding on the Obligor(s). The Borrower(s) agree and undertake to forthwith issue, fresh standing instructions to bank and/or fresh instruction for electronic clearance system, as the case may be, from time to time as may be requested by the Lender. Notwithstanding anything to the contrary, all payment/amounts shall be deemed to have been received by the Lender under the Loan Documents only when such payments/amounts are actually credited/transferred in the Lender's designated bank account. If the Obligor(s) cancel or revoke or attempt to cancel or revoke such payment/repayment mode(s) without the prior consent of the Lender, the Lender shall be entitled to initiate appropriate proceedings against the Obligor(s) without prejudice to the Lender's other rights. The Borrower(s) shall pay dishonor charges and other charges to the Lender as specified/agreed by the Lender.
- 4 If any of the Obligor(s) fail (which includes any delay) to comply with its/their obligations under the Loan Documents including failure to create and perfect the Security and/or failure to pay any amount payable by it/them under any of the Loan Documents on the given Due Date(s) and/or if an Event of Default occurs under the Loan Documents, the Borrower(s) shall also be liable for payment of default interest (on the gross defaulted amounts in case of payment defaults and/or on the outstanding Loan in case of other defaults/Event of Default) ("**Default Interest**") at a default interest rate which is mentioned in Schedule I ("**Default Interest Rate**") or at such other rate as may be specified in the policy of the Lender from time to time and such Default Interest shall be payable for the period of default. Any Default Interest accruing under this Clause shall be immediately payable by the Borrower(s). Provided that the obligation to pay the Default Interest shall not entitle the Borrower(s) to set up a defense that no default/breach/Event of Default has occurred. The Default Interest payable by the Borrower(s) shall be in addition to the interest payable under Clause 3 of this Agreement. Default Interest (if unpaid) as aforesaid will be compounded at the end of each month but will remain immediately due and payable.

- 4A. No notice, reminder or intimation shall be given to the Obligor(s) regarding its/their obligation to repay/pay the Borrower's Dues and it shall be entirely the Obligor(s)' responsibility to ensure prompt and regular payment of such amounts payable by the Obligor(s) to the Lender when due and in the manner provided in the Loan Documents.
5. The Lender may call upon / require the Borrower(s) to repay/pay the Borrower's Dues (or any part thereof) immediately or in shorter period and in one lumpsum or such suitable installment(s) as may be specified by the Lender notwithstanding the Tenure of the Loan. The Borrower(s) undertake to pay/repay the Borrower's Dues (or any part thereof) on the date(s) as may be specified in the notice issued by the Lender to the Borrower(s) under this Clause. In case of such Loan recall (in part or in full) by the Lender, no prepayment / foreclosure charges/penalty shall be payable by the Borrower(s). The Borrower(s) agree to give a notice of such days as mentioned in Schedule I hereunder to the Lender in case the Obligor(s) wants to make any prepayment/ foreclosure of the Loan (or any part thereof). Subject to any applicable laws, the Borrower(s) shall forthwith pay to the Lender the prepayment/ foreclosure charge/premium, if any, specified in Schedule I hereunder in case any prepayment/ foreclosure of the Loan (or any part thereof) is made by the Obligor(s).
6. Notwithstanding anything to the contrary contained in the Loan Documents, the Obligor(s) agree and undertake to pay stamp duty, additional stamp duty, registration fees, penalty thereon and any other charges/costs/expenses whatsoever to the Lender payable in relation to the Loan Documents. Further, the Obligor(s) undertake to pay/ to indemnify the Lender, within three (03) days of demand by the Lender, any such stamp duty, additional stamp duty, registration fees, penalty thereon, expenses, any other loss and /or liability incurred or suffered by the Lender on account of such non-payment and/or short/under payment of stamp duty and /or registration fees by the Obligor(s) in relation to the Loan Documents. In case the Obligor(s) fail to pay the requisite amounts within the aforesaid period of three (03) days to the Lender, the Obligor(s) shall also be liable to pay interest on such amounts at the same Interest Rate(s) as is/was applicable to the Loan under this Agreement. It is clarified that the interest payable under this Clause will be paid for the period of delay in making the aforesaid payment by the Obligor(s) to the Lender. This Clause will survive the termination of the Loan Documents.
7. The Borrower(s) shall, within three (03) days of demand, indemnify the Lender against any cost, expenses, loss and/or liability incurred by the Lender under or in respect of any of the Loan Documents as a result of the occurrence of any default/breach/Event of Default including with respect to the costs incurred by the Lender for investigating any event which it reasonably believes is a default/breach; or acting or relying on any notice, request or instruction which it reasonably believes to be genuine, correct and appropriately authorised. This Clause will survive the termination of the Loan Documents.
8. At the time of signing of the Agreement, the Borrower(s) shall pay the amount as mentioned in **Schedule I** hereunder as the processing fees. The Borrower(s) agree that the Lender shall be entitled to deduct the upfront processing fees from the Loan amount on disbursement of the Loan (or any part thereof) and the processing fees shall be non-refundable by the Lender in all circumstances. The Borrower(s) shall promptly on demand pay to the Lender, all costs and expenses (including legal fees) reasonably incurred by the Lender in connection with the negotiation, preparation, printing and execution of the Loan Documents. The Borrower(s) shall, within three (03) days of demand, pay to the Lender, all costs and expenses (including legal fees) incurred by the Lender in connection with the enforcement of, or the preservation of any rights under, any Loan Document. The Borrower(s) shall also forthwith pay to the Lender any other fee/charges as may be specified in the Loan Documents and/or by the Lender.
9. The Borrower(s) (for itself/themselves and on behalf of the Obligor(s)) hereby make the following representations and warranties to the Lender:
- 9.1 The Obligor(s)' constitution, status, and other details mentioned in the Loan Documents are correct and the Obligor(s) is/ are duly organized and validly incorporated under applicable laws and/or are legally competent under applicable laws (as the case may be). The Borrower(s) and each of the Obligor(s) has/have the power and authority to own its assets and carry on its/their business and/or employment as it/they is/are being conducted under all applicable laws, rules and regulations. The Obligor(s) agree that there will be no change whatsoever in the constitution/status of the Obligor(s) during the validity of the Loan Documents. The Obligor(s) shall furnish to the Lender resolutions (if applicable) required in connection with the transactions contemplated in the Loan Documents.
- 9.2 The obligations of the Obligor(s) in each of the Loan Documents are /will be legal, valid, binding and enforceable obligations and will be enforceable against the Obligor(s), the Obligor(s)' heirs, executors, successors, assigns and estate as if they have been parties to such Loan Documents. On or after occurrence of an Event of Default under the Loan Documents, the Lender shall be entitled to sell or dispose of the Security (or any part thereof) on such terms and in such manner as the Lender deems fit. Each of the Security Documents creates/ shall validly create the Security which is expressed to be created by that document. The Borrower(s) shall, and shall cause the Obligor(s) to, execute at its own cost and in favour of the Lender or any nominee of the Lender, any further/additional/fresh deeds/documents, etc. whenever required by the Lender to do so in respect of the Loan/Borrower's Dues/Security. The Borrower(s) shall ensure that the Obligor(s), by reason of holding of the Security and/or by creation of a charge/mortgage/pledge thereon in favour of the Lender, do not contravene the

provisions of any applicable laws.

- 9.3 At all times during the validity of the Loan Documents, the Borrower(s) shall and/or shall cause the Obligor(s) to forthwith insure the relevant Security against loss or damage by such risks and contingencies as the Lender deems fit, with an insurer acceptable to the Lender and assign/endorse such policy in favour of the Lender. The Obligor(s) shall promptly hand over to the Lender (a) all documentary evidence in relation to such insurance (including changes, if any made to such insurance policy on Lender's request) and/or assignment/endorsement of the insurance in favour of the Lender as the "first loss payee"; and (b) notwithstanding anything to the contrary, any money received from the insurance company/insurer in relation to the Security. The Obligor(s) hereby authorize the Lender (and undertake to execute such further documents at the cost of the Obligor(s) in relation thereto) to make/lodge claim(s) under such insurance and to receive all amounts from the insurance company/insurer thereunder. In addition to the aforesaid, the Borrower(s) shall insure its business (if any) against loss or damage by such risks and contingencies as per the best practices prevailing in the market with a reputed insurer and punctually pay all premia necessary to maintain and/or renew such insurance during the Tenure of the Loan and endorse/ assign the same in favour of the Lender.
- 9.4 The entry into and performance by the Obligor(s) and the transactions contemplated by, the Loan Documents do not and will not conflict with (a) any applicable laws, rules or regulations; (b) its constitutional documents; and/or (c) any agreement or instrument binding upon it/ them or any of its assets. All authorisation(s) required or desirable to enable the Obligor(s) to lawfully enter into, exercise its rights and comply with its obligations in the Loan Documents and to make the Loan Documents admissible in evidence have been obtained or effected and are in full force and effect.
- 9.5 No other event or circumstance is outstanding which constitutes a default under any other agreement or instrument which is binding on the Obligor(s) or any of its/ their subsidiaries or to which its assets (or any of its subsidiaries' assets) are subject which might have a Material Adverse Effect and there are no litigations, arbitrations or administrative proceedings before any court, arbitral body or agency which, if adversely determined, might have a Material Adverse Effect.
- 9.6 All financial projections and business plan provided to the Lender by any Obligor(s) has/have been prepared on the basis of recent historical information and reasonable assumptions. All information supplied by the Obligor(s) is/are true, complete and accurate as at the date it was given and nothing has occurred or been omitted from any factual information and no information has been given or withheld that results in the information provided to the Lender being untrue or misleading in any material respect. The audited/unaudited consolidated financial statements of Obligor(s) has/ have been prepared in accordance with applicable laws, rules and regulations. There has been no material adverse change in the financial conditions and/or operations reflected in the audited/unaudited consolidated financial statements submitted to the Lender.
- 9.7 In any proceedings are taken in relation to the Loan Documents, the Obligor(s) will not be entitled to claim for itself/themselves or any of its/their assets immunity from any suit, execution, attachment or other legal process. The Obligor(s) execution of the Loan Documents constitutes, and its/their exercise of its/their rights and performance of its/their obligations will constitute, private and commercial acts done and performed for private and commercial purposes.
- 9.8 Subject to all binding documents and applicable laws, the Borrower(s) shall apply all amounts borrowed under the Agreement only for the Purpose. In respect of the end-use of the Loan, the Borrower(s) shall forthwith provide to the Lender, an end-use certificate(s) (in a format acceptable to the Lender) from a chartered accountant/ its statutory auditors and/or by the Borrower(s), as required by the Lender from time to time.
- 9.9 The representations and warranties (made in the Loan Documents) are deemed to be made by the Obligor(s) on the date of the Loan Documents, the Date of Disbursement of the Loan, date of creation of Security and on each Due Date(s).
10. The undertakings in this Agreement shall remain in force from the date of this Agreement for so long as any amount is outstanding under the Loan Documents.
- 10.1 The Obligor(s) shall supply to the Lender (a) as soon as the same become available, but not later than six (6) months from the date of submission of the previous statement of assets / financial statement of the Obligor(s), the statement of assets / financial statement of the Obligor(s) for that financial half year; and (b) as soon as they become available but in any event within one hundred and eighty (180) days after the end of its financial year, the audited consolidated financial statement / statement of assets / income tax returns for that financial year. Each set of audited/unaudited consolidated financial statements / statement of assets delivered by the Obligor(s) to the Lender shall be certified as fairly representing its financial condition as on the date such financial statements or statement of assets (as the case may be) were drawn up.
- 10.2 The Obligor(s) shall supply to the Lender (a) promptly upon becoming aware, the details of any litigation, arbitration or administrative proceedings which are current, threatened or pending against any Obligor(s), and

which might, if adversely determined, have a Material Adverse Effect; and (b) promptly, such further information regarding the financial condition, business and operation including periodic progress reports of any Obligor(s) as the Lender may reasonably request.

- 10.3 The Obligor(s) shall notify the Lender of any default (and the steps, if any, being taken to remedy it) promptly upon becoming aware of its occurrence. Promptly upon a request by the Lender, the Obligor(s) shall supply to the Lender a certificate certifying that no default is continuing (or if a default is continuing, specifying the default and the steps, if any, being taken to remedy it).
- 10.4 The Borrower(s) undertake to forthwith provide, and/or cause the Obligor(s) to forthwith provide, to the Lender all the documents and information as may be required in terms of the Know Your Customer guidelines issued under any applicable laws and keep the same updated at all times during the validity of the Loan Documents.
- 10.6 The Borrower(s) undertakes that the Borrower(s) shall notify the Lender in writing about any change in the employment, business or profession well in advance.
11. The undertakings in this Clause shall remain in force till any amount is outstanding under the Loan Documents.
- 11.1 The Borrower(s) shall, and/or shall cause the Obligor(s) to, promptly obtain, comply with and do all that is necessary to maintain in full force and effect any authorisation(s) to enable the Obligor(s) to perform its/their obligations under the Loan Documents and to ensure the legality, validity, enforceability and/or admissibility in evidence of the Loan Documents. The Obligor(s) shall promptly hand over copies of such authorisation(s) to the Lender.
- 11.2 The Obligor(s) shall comply in all respects with all applicable laws to which it/they may be subject.
- 11.3 The Borrower(s) shall not and shall ensure that the Obligor(s) do not, without the prior written consent of the Lender:
- (a) create or permit to subsist any security/negative lien/encumbrance over any of its/their assets including assets comprising the Security;
  - (b) enter into/approve/make application for any amalgamation, reorganization, demerger, merger, scheme of arrangement and/or corporate reconstruction of any of the Obligor(s);
  - (c) make any investments or avail any loans, grant any credit (save in the ordinary course of business) or give any guarantee or indemnity (except as required under any of the Loan Documents) to or for the benefit of any person or otherwise voluntarily assume any liability, whether actual or contingent, in respect of any obligation of any person;
  - (d) enter into, undertake or participate in any share, securities or subordinated debt buy-back, cancellation or redemption programme of the Obligor(s);
  - (e) issue/allot, or grant any person any right to call for the issue or allotment of, any shares/securities in the Obligor(s);
  - (f) change its/ their business or undertake any new business;
  - (g) effect any significant change in its/ their debt-equity ratio;
  - (h) alter its/ their constitutional/ charter documents; or
  - (i) effect any change in its/their share holding pattern, share capital, profit-sharing and/or change in the management/control/partner(s)/proprietor(s)
  - (j) change the usage of the Said Properties (or any part thereof).
  - (k) amalgamate or merge the Said Properties (or any part thereof) forming part of the Security with any of his other property or any other adjacent property or create any right of way or any other easement in relation to the Said Properties (or any part thereof) forming part of the Security.
  - (l) leave India for employment or business or for long term stay abroad without making the payment/repayment of the entire Loan together with the Borrower's Dues. The decision whether the stay is longterm shall be decided solely by the Lender.
- 11.4 Notwithstanding anything to the contrary:
- (a) The construction of the Said Properties shall be completed by the Borrower(s) within two years from the first Date of Disbursement and the Borrower(s) shall furnish evidence in relation thereto to the satisfaction of the Lender.
  - (b) In the event of failure by the Borrower(s) to complete and/or cause the completion of the construction of the Said Properties within the aforesaid period of two years, the Lender shall be entitled to reset/revise the Interest Rate(s) at its sole discretion and the Borrower(s) undertake(s) to pay such revised/reset Interest Rate(s) on the outstanding Loan to the Lender without any delay or protest.
  - (c) In the event of failure by the Borrower(s) to complete and/or cause the completion of the construction of the Said Properties, within a period of three years from the first Date of Disbursement, the Lender shall classify the outstanding Loan as a non-housing/non-home loan and consequent to such classification, the outstanding Loan and the Borrower's Dues shall be subject to (at the discretion of the Lender) such terms and conditions (specified by the Lender) as may be applicable to non- housing/non-home loan disbursed by

the Lender.

- 11.5 The Borrower(s) agrees that the Lender or any person authorized by it shall have free access to the Said Properties (or any part thereof) for the purpose of inspection and supervision of the progress of construction and the books of accounts of the Borrower(s) to ensure the correct utilization of the Loan proceeds.
- 11.6 The Obligor(s) (in case of a company) shall not induct/appoint any person as a director on its board of directors, whose name appears in the list of wilful defaulters (as published/prepared by any regulator/statutory body viz. Reserve Bank of India/other regulator(s)) and in case any director of the Obligor(s) is declared as a willful defaulter, the Obligor(s) shall forthwith take expeditious and effective steps for removal of such director from its board of directors and forthwith inform about the same to the Lender.
- 11.7 The Borrower(s) undertake to and the Borrower(s) shall cause the mortgagor(s), if any, to disclose, in all advertisements, pamphlets, brochures etc., in relation to the mortgaged properties, if any, mortgaged in favour of the Lender and/or any constructed portion thereon, the following information viz ;
- 11.8 the name of the Lender and any other lenders (if any) in whose favour the Security of the mortgaged properties has been created by the Borrower(s) and/or the mortgagor(s) from time to time;
- 11.8.1 the fact that the mortgaged properties and/or any constructed portion thereon is mortgaged in favour of the Lender and/or other lenders (if any);
- 11.8.2 a statement that the Borrower(s) and/or the mortgagor(s) shall provide a no-objection certificate (NOC)/permission of the Lender and other lenders (if any) for the sale of any land, constructed portion, flats and/or units, forming part of the mortgaged properties; and
- 11.8.3 any other information that may be required to be furnished in accordance with any applicable law, rule, regulation or guidelines of the concerned authorities, from time to time.

Further the Borrower(s) and/or the mortgagor(s) shall also append or cause to be appended to such advertisement, all the information relating to the Security of the mortgaged properties that may be required to be furnished in accordance with any applicable law, rule, regulation or guidelines of the concerned authorities, from time to time.

## 12. EVENTS OF DEFAULT

12.1 Each of the events or circumstances set out herein is an Event of Default.

**(a) Non-payment**

The Borrower(s) do not pay by the Due Date(s) the Borrower's Dues (or part thereof) and/or any amount payable pursuant to a Loan Document.

**(b) Unlawful Purpose**

The Borrower(s) apply and/or utilize the Loan (a) for such purposes which are not permitted under the Loan Documents and/or (b) for any purpose which is considered and/or deemed to be unlawful, illegal or contravene the provisions of any applicable laws, rules and regulations.

**(c) Other obligations**

The Obligor(s) commit or threaten to commit any other breach/default of any provision(s) of the Loan Documents including failure to create Security or execute/ provide any documents to the Lender as may be required.

**(d) Misrepresentation**

Any representation or statement made or repeated by the Obligor(s) in the Loan application, Loan Documents or any other document delivered by or on behalf of the Obligor(s) under or in connection with any Loan Documents is incorrect or misleading in any respect when made or repeated. Further, if there is any suppression of facts by the Obligor(s) in the Loan application, Loan Documents or any other document delivered by or on behalf of the Obligor(s) under or in connection with any Loan Documents.

**(e) Unlawfulness**

It is or becomes unlawful for the Obligor(s) to perform any of its obligations under the Loan Documents.

**(f) Repudiatio**

The Obligor(s) repudiates any of the Loan Documents or in the opinion of the Lender, the Obligor(s) have an intention to repudiate any of the Loan Documents.

**(g) Government Intervention**

By or under the authority/order of any government/court or otherwise: (i) the management of the Obligor(s) is wholly or partially displaced or the authority of the Obligor(s) in the conduct of its business is wholly or partially curtailed; or (ii) all or a majority of the issued shares of the Obligor(s) or the whole or any part of its/their revenues or assets is seized, nationalized, expropriated or compulsorily acquired; or (iii) if any attachment, distress, execution or other process against the Obligor(s), or any of its properties is enforced or levied upon.

**(h) Material Adverse Change**

Any event or circumstance occurs which the Lender believes is likely to have a Material Adverse Effect or if any circumstance or event occurs which in the opinion of the Lender, would or is likely to prejudicially or adversely affect in any manner, the ability/ capacity of the Obligor(s) to perform or comply with its/their obligations under the Loan Documents and/or to pay/repay the Borrower's Dues or any part thereof.

**(i) Others**

- i. If there is any deterioration or impairment of the Security or any part thereof, or there is an event or circumstance which is likely to prejudice, impair and/or imperil the Security, and which causes the Security created in favour of the Lender (in the judgment of the Lender) to become unsatisfactory as to character or value and the Borrower(s) fail to provide additional Security;  
If there is a failure in business, commission of an act of bankruptcy, general assignment for the benefit of creditors, if any Obligor(s) suspend or default in making payment to any creditors / other lenders or threatens to do so, any petition in bankruptcy of, by, or against the Obligor(s) is filed or any petition for winding up of the Obligor(s) is filed and not withdrawn within thirty (30) days of being filed;
- ii. If the Obligor(s) is/are unable to pay its/their debts (whether within the meaning of applicable laws or otherwise) or if a liquidator, or receiver is appointed in respect of any property or estate of the Obligor(s);
- iii. If the Obligor(s) ceases or threatens to cease or carry on its/their business or if the Obligor(s) cease to be in lawful employment or if, in the opinion of the Lender, the Obligor(s) income/revenues/remuneration has become or is likely to become inadequate or if any Obligor(s) dies or if any Obligor(s) becomes mentally unsound or if any Obligor(s) is imprisoned;
- iv. If it is certified by a firm of accountants appointed by the Lender (which the Lender is entitled and hereby authorised to so appoint at any time) that the liabilities of the Obligor(s) exceed the Obligor(s)' assets;
- v. If the Obligor(s), without prior written consent of the Lender, sell, transfer, encumber, assign, convey, grant, deal with and/or dispose of its assets including Security (or any part thereof) and/or attempt or purport to do any of the aforesaid ;
- vi. If the management ceases to enjoy the confidence of the Lender for any reason whatsoever; or
- vii. If any two persons amongst the Borrower(s) or Co-Borrower(s) who are married to each other are divorced.
- viii. If any of the foregoing events occur in relation to any third party which now or hereafter has guaranteed or provided Security for or given any indemnity in respect of any money obligation or liability hereby secured.

12.2 On and at any time after the occurrence of an Event of Default, Lender may, with or without any notice to any of the Obligor(s) and with or without the intervention of the court/arbitrator, (i) cancel/recall the Loan whereupon the Borrower's Dues shall become immediately repayable/payable by the Obligor(s); and/or (ii) initiate/exercise any or all of its rights, actions, remedies and powers under the Loan Documents and/or applicable laws (including issuance of show-cause notice(s) to the Obligor(s) and for making submissions before the relevant committee of the Lender); and/or (iii) enforce, sell, invoke, deliver, deal with, take possession, convey, transfer, assign, lease, sub-lease, encumber and/or dispose of in any manner (including by private treaty and/or auction), on such terms and conditions including the sale/transfer price of the Security or any part/unit thereof as deemed fit by the Lender, any/ all/part of the Security including the guarantees, and/or do such other things in relation to and/or with respect to the Security (any part thereof) which may be permitted under law. If the net sum realized through the enforcement/sale/ transfer of Security is insufficient to cover the Borrower's Dues, then without prejudice to the other rights and remedies of the Lender under the Loan Documents and/or in law, the Obligor(s) agree and undertake to pay to the Lender forthwith at the Lender's demand such amount as will make up the shortfall. The decision made by the Lender with respect to any matter under the Loan Documents shall be final and binding on the Obligor(s).

12.3 If any Event of Default or any event which, after the notice or lapse of time or both would constitute an Event of Default shall have happened, the Borrower(s) shall forthwith give the Lender notice thereof in writing specifying such Event of Default, or such event. The Borrower(s) shall also promptly inform the Lender if and when any statutory notice of winding-up under the provisions of the applicable laws or of any suit or legal process intended to

be filed / initiated against the Obligor(s) is received by the Obligor(s). On the question whether any of the above events/circumstances has occurred/ happened, the decision of the Lender shall be final, conclusive and binding on the Borrower(s). However, the Lender will act in a reasonable manner while exercising any such discretion given to the Lender under this Agreement. The rights, powers and remedies given to the Lender by this Agreement shall be in addition to all rights, powers and remedies given to the Lender by virtue of any other security, statute or rule of law. The Lender may exercise a lender's lien or right of set-off with respect to any obligation of the Borrower(s) to the Lender and shall have a lien on all property or securities of the Borrower(s) in the Lender's possession or custody whether for safe-keeping or otherwise. Without prejudice to what is stated hereinabove, the Parties hereby expressly agree and confirm that in the event of the Borrower(s) failing to pay the Borrower's Dues or on happening of an Event of Default, in addition to any general or specific lien to which the Lender may be entitled by law, the Lender shall, without prejudice to any of its specific rights under the Loan Documents, be at liberty to apply any other money or amounts standing to the credit of the Borrower(s) in any account with the Lender in or towards repayment of the Borrower's Dues, without any notice to the Borrower(s). In case of any deficit/shortfall, the deficit/shortfall amount may be recovered by the Lender from the Borrower(s). Notwithstanding anything to the contrary in any Loan Documents, the Borrower(s) hereby agree and hereby authorise(s) give(s) its/their consent, the Lender, and the Borrower(s) shall cause the other Obligor(s) to agree and authorise/give their consent to the Lender, that (a) the Lender shall be entitled to disclose/share any information relating to the Loan, the Security, the Loan Documents, the credit information and/or any other related/relevant information of the Obligor(s) (including default by the Obligor(s)) to the Reserve Bank of India, credit information company (e.g. CIBIL and/or other similar entities), credit rating agencies, statutory/regulatory/judicial/quasi-judicial authorities/bodies, statutory auditors, the Lender's banks/financial institutions and other persons/bodies pursuant to/in connection with/under, inter alia, any law, regulations, guidelines and/or circulars, legal proceedings, audit, credit rating / gradings, the provisions of the Loan Documents and/or in the ordinary course of the Lender's business; (b) in case any of the Obligor(s) commit(s) default in the payment/repayment of the Borrower's Dues (or part thereof) and/or upon occurrence of an Event of Default under the Loan Documents, the Lender, the Reserve Bank of India, any other regulator and/or credit information company will have an unqualified right to disclose or publish the name(s) of the Obligor(s) and its/their partners, promoters and/or directors as defaulter(s) in such manner and through such medium as the Lender, the Reserve Bank of India, any other regulator and/or the credit information company in their absolute discretion may think fit; and/or (c) the Lender and/or the Relevant Entities shall be entitled to use/utilize the credit information and the other related/relevant information of the Obligor(s) for the purposes of or in connection with the ordinary course of the Lender's and/or the Relevant Entities' business including for the Loan/future loan(s) and the other products/services, if any, to be obtained by any of the Obligor(s) and for marketing or promotion of such services/products.

13. Notwithstanding anything to the contrary in the Loan Documents, the Parties agree that, without any approval of or notice to any of the Obligor(s), the Lender shall be entitled to sell, securitize, transfer, encumber and/or assign any/all of its rights and obligations (including the Borrower's Dues/Loan or any part thereof with or without any Security) under the Loan Documents to any person(s)/entity and on such terms and conditions as the Lender, in its sole and absolute discretion deems fit. The Borrower(s) shall not and/or the Borrower(s) shall cause the Obligor(s) not to, assign or transfer any of its/their rights or obligations under the Loan Documents.
14. Payment shall be made in such manner as indicated in the Loan Documents, unless otherwise specified by the Lender. Notwithstanding anything to the contrary, at the discretion of the Lender, any proceeds/receivables realized/generated from the Security (or any part thereof) and/or any amount paid by the Obligor(s) under the Loan Documents shall be adjusted/appropriated firstly, towards the charges/fees payable under the Loan Documents to the Lender and cost and expenses incurred by the Lender, secondly, towards interest and default interest, thirdly, towards prepayment charges and/or foreclosure charges/premium and other amounts forming part of the Borrower's Dues, and balance, if any, towards the outstanding principal amount of the Loan. All payments to be made by the Obligor(s) under the Loan Documents shall be calculated and be made without (and free and clear of any deduction except for income tax deducted at source) set-off or counterclaim. Notwithstanding anything contained in the Loan Documents, the Lender shall have a lien over all the assets/securities of the Obligor(s) in the Lender's control and a right of set-off against any moneys due from the Lender to the Obligor(s) if any, and to combine all accounts of the Obligor(s) for recovery of the Borrower's Dues. The Lender has agreed to enter into this transaction on the condition that the Obligor(s) agree to the right of the Lender to set off against the amount lying in deposit/in account/in possession with the Lender for the recovery of the Borrower's Dues and/or enforce the Security in any manner.
15. Notwithstanding anything to the contrary contained in any agreement(s), the Obligor(s) expressly accept and agree that if a breach/default/an event of default occurs under any agreement(s) (including the Loan Documents) between (a) the Obligor(s) and/or any group entity(ies)/associate/ affiliate of the Obligor(s) ("**Obligor(s) Group**") and (b) the Lender and/or any of the Relevant Entities, then such a breach/default/ event of default under such agreement(s) shall also be an Event of Default under the Loan Documents and *vice versa* and then in such an event, the Lender and/or any of the Relevant Entities, as the case may be, shall, without prejudice to any of its/their specific rights under each of the agreements, be absolutely entitled to exercise all or any of its/their rights (including Loan recall) under any of such agreements (including the Loan Documents) at the sole discretion of the Lender and/or the Relevant Entities.  
Notwithstanding anything to the contrary in the Loan Documents or in any other agreement(s) executed between

Obligor(s) Group and the Lender and/or any of the Relevant Entities, the Obligor(s) hereby irrevocably agree that all the security created/to be created in favour of the Relevant Entities shall also constitute Security for the Borrower's Dues under the Loan Documents and the Lender is irrevocably authorized to take possession, sell, dispose of or deal with such Security (including proceeds thereof) in any manner towards satisfaction of (i) the Borrower's Dues and / or (ii) any amounts payable by the Obligor(s) Group to the Relevant Entities. The provisions relating to Security under the Loan Documents shall *mutatis mutandis* apply to such security created in favour of Relevant Entities (including execution of the Security Documents and requisite filings with the appropriate authorities). In the event any Relevant Entities initiates any enforcement action against the security created in its favour by any of the Obligor(s) Group and there are surplus proceeds from such enforcement, the said surplus proceeds may be utilized towards the satisfaction of the Borrower's Dues. Furthermore, if any loan/ credit facility obtained from any Relevant Entities by any of the Obligor(s) Group are paid/ repaid or required to be paid/ repaid in full by such Obligor(s) Group for any reason whatsoever, the Obligor(s) shall, if so required by the Lender, also forthwith repay/prepay the Loan/ Borrower's Dues under the Loan Documents.

16. Any communication and/or document(s) to be made or delivered under or in connection with or pursuant to the Loan Documents and/or applicable laws shall be made or delivered, unless otherwise stated, by fax, email, physical letter/document(s) or in any other electronic/digital form. The address, email address, phone and fax number (and the department or officer/person, if any, for whose attention the communication is to be made) of each Party for any communication and/or document(s) to be made or delivered under or in connection with or pursuant to the Loan Documents and/or applicable laws is, in case of the Borrower(s) and/or the Obligor(s), mentioned in **Schedule I** of this Agreement:

**In the case of the Lender :**

**Address** : M-62 & 63, First Floor, Connaught Place, New Delhi – 110 001  
**Phone** :  
**Fax** :  
**Email** :  
**Attention of** : Company Secretary

or any substitute address, email address, phone, fax number or department or officer or person as a Party may notify to the other Party by not less than three (03) days' notice. Any communication or document(s) made or delivered by a Party to another Party under or in connection with the Loan Documents and/or applicable laws will only be effective: (a) if by way of fax, email or in any other electronic/digital form, when received/delivered in legible form; or (b) if by way of physical letter/document(s), when it has been delivered to the addressee(s) or left at the relevant address or three (03) days after being sent by the registered post, speed post or courier, and if a particular department or officer/person is specified as part of its address details provided as aforesaid, if addressed to that department or officer/person. Any communication or document(s) to be made or delivered to the Lender will be effective only when actually received by the Lender and then only if it is expressly marked for the attention of the department or officer identified with the Lender's signature below (or any substitute department or officer as the Lender shall specify for this purpose). Any communication or document(s) made or delivered to the Borrower(s) and/or the Obligor(s) in accordance with this Clause will be deemed to have been made or delivered to it. Any notice/communication given under or in connection with or pursuant to any Loan Documents and/or applicable laws must be in English. All other documents provided under or in connection with any of the Loan Documents must be in English. Notwithstanding anything to the contrary, any notice to the Borrower(s) or to any of the other Obligor(s) by the Lender shall be deemed to be a notice to all the Obligor(s) (under this Agreement and/or other Loan Documents) and the Parties hereto specifically agree that a notice of one (01) day by the Lender shall be a reasonable notice to the Obligor(s) for the purposes of, *inter alia*, exercising any of the rights and remedies by the Lender as mentioned in the Loan Documents and/or under law.

17. Notwithstanding to the contrary, the Lender shall not be liable for loss, destruction or damage of loan documents (including but not limited to security documents, title deeds etc. in relation to the Said Properties), in events of force majeure which shall include, but will not be limited to fire, earthquakes, floods or such other extreme weather or environmental conditions, unanticipated geological or ground conditions, other natural calamities and acts of God, explosion, accident, breakage of a plant or equipment, structural collapse, or chemical contamination acts of war (whether declared or undeclared), invasion, acts of terrorists, blockade, embargo, riot, public disorder, violent demonstrations, insurrection, rebellion, civil commotion and sabotage.
18. In any matter, litigation, arbitration or other proceedings arising out of or in connection with any of the Loan Documents, the entries made in the accounts maintained by the Lender shall be the *prima facie* evidence of the matters to which they relate. Any certification or determination by the Lender of a rate or amount under any of the Loan Documents is, in the absence of manifest error, conclusive evidence of the matters to which it relates.
19. If, at any time, any provision of the Loan Documents is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions nor the legality, validity or enforceability of such provision under the law of any other jurisdiction will in any way be affected or impaired.

20. No failure to exercise, nor any delay in exercising, on the part of the Lender, any right or remedy under the Loan Documents shall operate as a waiver, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise or the exercise of any other right or remedy. The rights and remedies provided in this Agreement are cumulative and not exclusive of any rights or remedies provided by law.
21. Any term of the Loan Documents may be amended only with the consent of the Lender and any such amendment will be binding on all the Obligor(s). Further, notwithstanding anything to the contrary in any provisions of this Loan Agreement and/or the other Loan Documents (it is clarified that in case of any inconsistency, this provision will override all such provisions), the Lender shall be entitled to restructure/reschedule the Loan, the Borrower's Dues and terms and conditions thereof at its sole discretion, from time to time, without any approval/ intimation to the Obligor(s). Any term of the Loan Documents may be waived only with the consent of the Lender and any such waiver will be binding on all Parties.
22. Each of the Loan Documents may be executed in any number of counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of the Loan Document.
23. The Loan Documents is/shall be governed by Indian laws and the courts at New Delhi shall have exclusive jurisdiction relating to any matter/issue under or pursuant to the Loan Documents. Provided that such exclusivity shall not bind the Lender and the Lender shall be entitled to initiate proceedings in relation to the Loan Documents before any competent forum. Notwithstanding anything to the contrary,
  - (a) if any dispute/disagreement/differences ("**Dispute**") arise between the Parties (including any Obligor(s)) during the subsistence of the Loan Documents and/or thereafter, in connection with, *inter alia*, the validity, interpretation, implementation and/or alleged breach of any provision of the Loan Documents, jurisdiction or existence/appointment of the arbitrator or of any nature whatsoever, then, the Dispute shall be referred to a sole arbitrator to be appointed from the panel of arbitrators proposed by the Lender. It is expressly agreed that in any circumstance, the appointment of the sole arbitrator as aforesaid shall be and shall always deemed to be the sole means for securing the appointment/nomination of the sole arbitrator, without recourse to any other alternative mode of appointment of the sole arbitrator. The seat of the arbitration shall be New Delhi and the arbitration proceedings shall be governed by the Arbitration & Conciliation Act, 1996 (or any statutory re-enactment thereof, for the time being in force) and shall be in the English language. The award shall be binding on the Parties subject to the applicable laws in force and the award shall be enforceable in any competent court of law;
  - (b) the Lender shall, however, be entitled to initiate action and/or proceed under the Securitization and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 (including any statutory modification, amendment or re-enactment thereof for the time being in force and as may be enacted from time to time) and rules made thereunder, if applicable.
24. Notwithstanding anything to the contrary contained in any Loan Documents, pursuant to any guidelines/directive/notification/ law, the Lender may at any time alter / modify/delete any provisions of the Loan Documents (such as change in disbursement schedule, interest rate(s), service charges, prepayment/foreclosure rates, etc.) and such alteration/modification/deletion made by the Lender shall be binding on the Obligor(s).
25. The Obligor(s) agree not to distribute or disclose any information(s) related/connected with the Loan Documents to any person, without the prior written consent of the Lender. The Lender shall, however, not be held responsible or liable in any manner for any non-compliance of any law/regulations/circulars/ stock exchange listing agreement(s), etc. by the Obligor(s).
26. The Borrower(s) agree(s) and undertake(s) to, and shall cause the Obligor(s) to, forthwith comply with all additional conditions, if any, specified in Schedule I hereunder and/or in the other Loan Documents.

## SCHEDULE I

S.No.	Items	Information to be Inserted
1.	<b>Date of the Agreement</b>	
2.	<b>Loan</b>	Upto Rs. _____/- (Rupees _____ only).
3.	<b>Tenure of the Loan ("Tenure")</b>	_____ ( _____ ) months from the Date of Disbursement of the Loan or any part thereof, whichever is earlier, under this Agreement, unless otherwise specified by the Lender as per the terms of the Loan Documents.
4.	<b>Interest Rate(s) ("Interest Rate(s)")</b>	<p>Subject to the other provisions of the Agreement: The Interest Rate(s) shall be _____% ( _____ ) _____ percent per annum.</p> <p><b>OR</b></p> <p>Subject to the other provisions of the Agreement :</p> <p>the Interest Rate(s) per annum shall be at par with the prevailing _____ Rate (per annum ) ("<b>Benchmark Rate</b>") as declared by Indiabulls Housing Finance Limited (or any successor(s) thereof) from time to time less/plus _____ ( _____ ) basis points (i.e. the spread(s)).</p> <p>It is clarified that the current Benchmark Rate is ____% ( ____-percent) per annum and therefore, the current applicable Interest Rate is _____% ( _____ percent) per annum.</p> <p><b>OR</b></p> <p>Subject to the other provisions of the Agreement :</p> <p>(i) during the initial _____ ( _____ ) months of the Tenure of the Loan ("Initial Period"). the Interest Rate(s) shall be _____ ( _____ ) percent per annum;</p> <p>(ii) for the period commencing from expiry of the Initial Period till the Borrower's Dues is paid/repaid to the lender, the Interest Rate(s) per annum shall be at par with the prevailing _____ Rate (per annum) of M/s. Indiabulls _____ Limited (or any successor(s) thereof) from time to time less/ plus _____ ( _____ ) basis points (i.e. the spread(s)).</p>
5.	<b>Processing Fees</b>	As mentioned in the Sanction Letter dated _____
6.	<b>Borrower(s)</b>	Name : Constitution : Age (if applicable) : Father's name (if applicable) : Address/Registered Office Address : Corporate Identity Number (if applicable) : Permanent Account Number :

7.	<b>Co-Borrower(s)</b>	Name : Constitution : Age (if applicable) : Father's name (if applicable) : Address/Registered Office Address : Corporate Identity Number (if applicable) : Permanent Account Number :
8.	<b>Guarantor(s)</b>	Name : Constitution : Age (if applicable) : Father's name (if applicable) : Address/Registered Office Address : Corporate Identity Number (if applicable) : Permanent Account Number :
9.	<b>Hypothecator(s)</b>	Name : Constitution : Age (if applicable) : Father's name (if applicable) : Address/Registered Office Address : Corporate Identity Number (if applicable) : Permanent Account Number :
10.	<b>Security</b>	As mentioned in the Loan Documents including this Agreement and such other Security and additional Security as the Lender may require from time to time in terms of the provisions of the Loan Documents.
11.	<b>Prepayment / Foreclosure Charges</b>	In case any prepayment/foreclosure of the Loan or any part thereof is made by the Borrower(s) at any time:  (a) during the initial __ months of the Tenure of the Loan, then the Borrower(s) shall be liable to forthwith pay to the Lender a prepayment / foreclosure charge /penalty of __% (____ percent) of the amount prepaid/foreclosed plus applicable taxes; and  (b) after the completion of the initial __ months of the Tenure of the Loan, then the Borrower(s) shall be liable to forthwith pay to the Lender a prepayment / foreclosure charge /penalty of __% (____ percent) of the amount prepaid/foreclosed plus applicable taxes.  (i) Provided that if during any period of 365 days (or 366 days if February 29 falls during the said period), the aggregate amount prepaid by the Borrower(s) does not exceeds 25% of the principal outstanding on the first day of the said period (prior to any amount prepaid on the first day of the said period), then the Borrower(s) shall not be liable to pay any prepayment/foreclosure charge / penalty on the amount prepaid during this period.  It is further clarified that sub-clause (i) above shall be applicable only if there is no instance of any default or breach of any provision of the Loan Documents including any delay or default in making payment on the due date(s) under the Loan Documents.
12.	<b>Payment Dishonor Charges payable by the Borrower(s)</b>	Rs. _____/- per instance of dishonor
13.	<b>Default Interest Rate</b>	2% (two percent) per month.
14.	<b>Notices</b>	<b>In the case of the Borrower(s) and/or the Obligor(s):</b> <b>Address :</b> <b>Phone :</b> <b>Fax :</b> <b>Email address :</b> <b>Attention of :</b>
15.	<b>Place of Execution</b>	

16.	<b>Additional Condition(s)</b>	(I) In case the Purpose is construction / repair / improvement etc. of a property : The Borrower(s) agrees that the Lender shall disburse the Loan (or any part thereof) only after the construction/improvement work has commenced on the property, and the proof thereof (to the satisfaction of the Lender) has been furnished to the Lender by the Borrower(s). Further, the Lender shall also be entitled to verify the authenticity of such proof prior to disbursement of the Loan (or any part thereof). The disbursement of the Loan shall be in stages as per the progress of the construction/improvement work and as prescribed in terms of the internal guidelines of the Lender, as applicable from time to time.
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**SCHEDULE II**

Subject to the provisions of the Loan Documents, the Payment/Repayment Schedule has been more particularly mentioned and enclosed herewith in Annexure I;

**SCHEDULE III**  
**SAID PROPERTIES**

1. All that pieces or parcels of land/properties as under together with all the present and/or future structures, buildings, furniture, fixtures, fittings, standing and/or plant and machinery installed/ to be installed and/or constructed/to be constructed thereon and all the present and/or future rights, title and/or interests of \_\_\_\_\_ therein

\_\_\_\_\_

IN WITNESS WHEREOF, the Parties have affixed their signatures hereunto to this Agreement on the date mentioned in Schedule I of this Agreement.

**Signed and delivered by the BORROWER(S):**

(Name: \_\_\_\_\_ )

**Signed and delivered by the LENDER:**  
**For Indiabulls** \_\_\_\_\_

**Authorised Signatory**  
**Name :**

## DECLARATION AND ACKNOWLEDGEMENT

In the matter of Equitable Mortgage by Deposit of Title Deeds by actual/constructive delivery\*

By The person(s)/entities/firm(s) named as the Mortgagor(s) in Schedule I hereunder and whose address(s) and other details are mentioned in Schedule I hereunder (hereinafter referred to as the "**Mortgagor(s)**") in favour of M/s. Indiabulls Housing Finance Limited, a company as defined in the Companies Act 2013 having its registered office at M-62 & 63, 1<sup>st</sup> Floor, Connaught Place, New Delhi – 110 001 and having Corporate Identity Number: L65922DL2005PLC136029 (hereinafter referred to as the "**Lender**", which expression shall include its successors and assigns).

The term the "Mortgagor(s)", the "Borrower(s)" and/or the "Obligor(s)", unless repugnant to the meaning and context, shall include (a) in the case of a company/society/body corporate, its successors and permitted assigns; (b) in the case of a partnership firm, any or each of the partners and survivor(s) of them and the partners from time to time and their respective heirs, legal representatives, executors, administrators, permitted assigns and successors of the firm; (c) in the case of a proprietary concern, the proprietor (both in his/her personal capacity and as proprietor of the concern) and his/her heirs, legal representatives, executors, administrators, permitted assigns and successors of the concern; (d) in the case of a Hindu undivided family ("**HUF**"), the karta of the HUF and any or each of the adult members/ coparceners of the HUF and the survivor(s) of them and their respective heirs, legal representatives, executors, administrators, permitted assigns and successors; (e) in the case of an individual, his/her heirs, legal representatives, executors, administrators and permitted assigns; (f) in the case of a trust, the trustee(s) for the time being, its successors and permitted assigns.

Any capitalized terms used herein and not defined shall have the meaning ascribed to them in the Loan Documents. In this Declaration and Acknowledgement, the term (i) "**Borrower(s)**" means the company (ies)/person(s)/firm(s) named in the Schedule I hereunder as the Borrower(s) and whose address(s) and other details are also mentioned in Schedule I hereunder. The term "Borrower(s)" shall include the Co-Borrower(s), if any, named in Schedule I hereunder; (ii) "**Loan Documents**" means (a) the Loan Agreement(s) and/or (b) all other agreement(s), application(s), form(s), undertaking(s), document(s), letter(s), deed(s), memorandum(s), declaration(s) and/or power of attorney(s) evidencing, securing, governing or otherwise pertaining/relating to the Loan(s)/Borrower's Dues/security/guarantee and includes any amendatory, modificatory or supplemental agreement thereto; (iii) "**Borrower's Dues**" means the outstanding principal amount of the Loan(s) and the other amounts payable by the Obligor(s) to the Lender under the Loan Documents and/or any other agreement(s) entered between (a) the Obligor(s) and (b) the Lender, including any interest, default interest, fees, costs, charges, expenses and other sums whatsoever payable by the Obligor(s) to the Lender; (iv) "**Obligor(s)**" means the Borrower(s), the Guarantor(s), the Hypothecator(s), the Pledgor(s), the Mortgagor(s), and/or any other person(s) providing any security/collateral/guarantee in favour of the Lender under the Loan Documents and/or who is or becomes a party (other than the Lender) to any Loan Documents.

The Mortgagor(s) hereby declare(s), represent(s), undertake(s), confirm(s) and/or acknowledge(s) to the Lender as follows:

1. The Mortgagor(s) is/are fully authorised to make this Declaration and Acknowledgement.
2. The Mortgagor(s) is/are the legal and beneficial owner(s) and/or the developer(s) of the properties more particularly described in the Schedule I-A hereunder ("**Mortgaged Properties**") and is/are fully entitled to mortgage the Mortgaged Properties.
3. The Borrower(s) and the Lender have executed the loan agreement(s) for the Loan(s) more particularly mentioned in the Schedule I hereunder and/or any amendment(s)/addendum(s) thereto ("**Loan Agreement(s)**"). The Loan(s) has been/shall be disbursed by the Lender subject to the terms and conditions of the Loan Documents (as executed/amended from time to time).
4. The Mortgagor(s) named in Schedule I hereunder attended the office of the Lender at the place mentioned in Schedule I hereunder on the date as mentioned in Schedule I hereunder to deliver/deposit (by way of actual/constructive delivery\*) with the Lender all the original documents/deeds of title, interest, evidences and writings in respect of the Mortgaged Properties more particularly described in the Schedule II hereunder (hereinafter referred to as the "Title Deeds"). The Title Deeds have been deposited (as aforesaid) with the Lender.
5. The Mortgagor(s) further state(s) and declare(s) that the Title Deeds of the Mortgaged Properties have been deposited by the Mortgagor(s) with the Lender as aforesaid with the intention of creating a first-ranking mortgage by deposit of the Title Deeds exclusively in favour of the Lender to secure the fulfillment of all the obligations of the Obligor(s) and payment/repayment of the Borrower's Dues to the Lender including the due repayment, payment, discharge and redemption by the Borrower(s) to the Lender of the total loan(s) amount(s) granted under the Loan Agreement(s) and/ or any other loan agreement(s) together with interest, default interest, liquidated damages, premia on prepayment/foreclosure and/or on redemption, costs, charges, expenses and all other monies, howsoever and whatsoever payable by the Obligor(s) (including the Borrower(s)) to the Lender under the Loan Documents and/or the other documentation(s) as amended from time to time.
6. The Mortgaged Properties (or any part thereof) do not fall within the purview of the Urban Land (Ceiling and Regulation) Act, 1976 and, therefore, the Mortgagor(s) is/are entitled to mortgage and charge the Mortgaged Properties in favour of the Lender without any permission/prohibition/restriction under the said law and/or any other law(s).
7. The Mortgaged Properties are free from all encumbrances (except for the mortgage(s) created in favour of the Lender), claims and demands and that the same or any of them or any part thereof are/is not subject to any lien/lispendens, attachment or any other process issued by any Court or Authority and that the Mortgagor(s) has/have not created any trust in respect thereof and that the Mortgaged Properties are in the exclusive, uninterrupted and undisturbed possession and enjoyment of the Mortgagor(s) and no adverse claim has been made in respect of the Mortgaged Properties or any of them or any part thereof and the same are not affected by any notice of acquisition or requisition, and that no proceedings are pending or initiated against the Mortgagor(s) and/or the Mortgaged Properties under the Income Tax Act, 1961, and/or under any other law(s) in force in India for the time being in force.
8. As on date, the Title Deeds are the only documents of title relating to the Mortgaged Properties. If at any time, any other document(s)/deed(s) is/are executed in connection with/ relating to/ affecting the rights, title and/or interests of the Mortgagor(s) in the Mortgaged Properties, then the Mortgagor(s) shall forthwith deposit, or cause to be deposited, such documents(s)/deed(s) (in original) with the Lender/the Lender's agent(s).
9. The Mortgagor(s), hereby agree and undertake to/that (a) prove and perfect the title to the Mortgaged Properties and comply with all requisitions that may be made from time to time by or on behalf of the Lender in that behalf; (b) give such declarations, undertakings and other writings as may be required by the Lender and satisfactorily comply with all other requirements and requisitions submitted by or on behalf of the Lender; (c) pay all rents, rates, taxes, cesses, fees, charges, revenues, assessments, duties and other outgoings and pay other amounts due in respect of the Mortgaged Properties and shall observe and perform all terms, conditions, stipulations, rules and regulations pertaining to the same and will not do or omit to do or suffer to be done anything whereby the mortgage created in favour of the Lender is affected or prejudiced

- in any manner whatsoever; (d) maintain and keep the Mortgaged Properties maintained in proper condition (to the satisfaction of the Lender); (e) forthwith arrange for site visit(s) and/or inspection by the Lender (and/or by the Lender's authorized person(s)) of the Mortgaged Properties from time to time. The Lender (and/or the Lender's authorized person(s)) is hereby authorised to enter into the Mortgaged Properties and inspect and/or get the Mortgaged Properties inspected from time to time; and (f) the mortgage created in favour of the Lender over the Mortgaged Properties shall not be prejudiced, affected or released or discharged by absence of the borrowing powers of the Borrower(s) and/or the Loan(s)/Borrower's Dues becomes void ab initio/ultra vires/illegal/unenforceable for any reason whatsoever.
10. No mortgage, charge, lien, rights, negative lien, interests, license and/or other encumbrance whatsoever has been created (except for the first-ranking mortgage(s) created in favour of the Lender) and/or will be created on the Mortgaged Properties save and except with the prior written permission of the Lender. The Mortgagor(s) shall not develop, construct, demolish, and/or alter the Mortgaged Properties except with the prior written permission of the Lender. The Mortgagor(s) shall not allot, sell, convey, dispose off, lease, sub-lease, license, encumber (including creation of any third party interests), part with possession, deal with in any manner and/or transfer the Mortgaged Properties (or any part thereof) without obtaining a written no-objection certificate from the Lender. The Mortgagor(s) shall take/obtain a written no objection certificate from the Lender prior to, inter alia, any application(s), agreement(s), document(s) and/or contract(s) for/of/relating to, inter alia, sale, conveyance, transfer, lease, sub-lease, rent, license, possession, negative lien, assignment, development, charge, third-party rights/interests, allotment and/or encumbrance of the Mortgaged Properties (and/or any part thereof).
  11. The Lender shall have the authority to act upon and enforce the provisions of this Declaration and Acknowledgement and/or to adopt appropriate remedies in that behalf and may in that behalf adopt remedies in relation thereto in different form as appropriate and shall exercise all powers under this Declaration and Acknowledgement in accordance with the applicable laws. At any time after an Event of Default (as defined in any Loan Documents) under any of the Loan Documents occurs, the Lender may (with or without intervention of court/arbitrator) at its sole discretion, and without assigning any reason, allot, sell, transfer, encumber, convey, lease, sub-lease, dispose off and/or deal with in any manner the Mortgaged Properties or any part thereof (which may or may not be demarcated by the Lender, and the same shall be binding on the Mortgagor(s)) on such terms and conditions (including the sale price) as the Lender may deem fit.
  12. The Mortgagor(s) shall disclose, in all advertisements, pamphlets, brochures, etc., in relation to the Mortgaged Properties and/or any constructed portion thereon, the following information viz: (i) the name of the Lender and any other lenders (if any) in whose favour the security of the Mortgaged Properties have been created by the Mortgagor(s), from time to time; (ii) the fact that the Mortgaged Properties and/or any constructed portion thereon is mortgaged in favour of the Lender and/or the other lenders (if any); (iii) a statement that the Mortgagor(s) shall provide a no-objection certificate /permission of the Lender and the other lenders (if any) for the sale of any land, constructed portion, flats and/or units, forming part of the Mortgaged Properties; and (iv) any other information that may be required to be furnished in accordance with any applicable law, rule, regulation or guidelines of the concerned authorities, from time to time. Further, the Mortgagor(s) shall also append to such advertisement, all the information relating to the security of the Mortgaged Properties that may be required to be furnished in accordance with any applicable law, rule, regulation or guidelines of the concerned authorities, from time to time.
  13. At all times during the validity of the mortgage, the Mortgagor(s) shall forthwith insure the Mortgaged Properties against any loss and/or damage by such risks and contingencies as the Lender deems fit, with an insurer acceptable to the Lender, for not less than the full (prevailing) market value/ replaceable value of the Mortgaged Properties and punctually pay all premia necessary to maintain and/or renew such insurance. In the event that the Mortgagor(s) fail(s) to insure the Mortgaged Properties as aforesaid and/or maintain/renew such insurance for the Mortgaged Properties, the Lender shall be at liberty (though not bound) to effect/maintain/renew any insurance which it considers in its sole discretion to be necessary, in which case the Mortgagor(s) shall be liable to forthwith reimburse/pay to the Lender in full for any cost and expense (and interest thereon at the Interest Rate(s) specified in / calculated as per the provisions relating to Interest Rate(s) in the Loan Agreement(s)) incurred by the Lender in obtaining/maintaining/renewing such insurance including without limitation, insurance premiums paid by the Lender in connection with such insurance. Further, the Mortgagor(s) shall, prior to disbursement of the Loan (or any part thereof) to the Borrower(s) (i) make suitable changes to such insurance policy for the Mortgaged Properties so as to enable the Lender to exercise all the rights of Mortgagor(s) under such insurance policy; and (ii) assign/endorse the insurance relating to the Mortgaged Properties in favour of the Lender. The Mortgagor(s) shall promptly hand over to the Lender (a) all documentary evidence in relation to such insurance (including changes made to such insurance policy as mentioned above) and assignment/endorsement of the insurance in favour of the Lender and /or (b) notwithstanding anything to the contrary, any money received from the insurance company/insurer in relation to the Mortgaged Properties. The Mortgagor(s) hereby authorize(s) the Lender (and the Mortgagor(s) undertake(s), at the cost of Mortgagor(s), to execute such documents in relation thereto) to make/lodge claim(s) under such insurance and to receive all amounts from the insurance company/insurer under such insurance in relation to the Mortgaged Properties.
  14. With respect to, inter alia, the Mortgaged Properties, the Mortgagor(s) shall from time to time comply with all the applicable laws, rules and regulations including orders, directives, circulars, notifications and/or clarifications issued by statutory/regulatory bodies, courts, tribunals and/or quasi-judicial bodies.
  15. The Mortgagor(s) hereby agree and undertake that the Mortgagor(s) shall pay stamp duty, additional stamp duty, registration fees, penalty thereon and any other charges whatsoever payable in regard to any documents in relation to the equitable mortgage over the Mortgaged Properties in favour of the Lender including this Declaration and Acknowledgement and/or related Memorandum of Entry. The Mortgagor(s), further, undertake that the Mortgagor(s), shall, within 3 (three) days of demand by the Lender, indemnify the Lender against any cost, stamp duty, additional stamp duty, registration fees, penalty thereon, cost, expenses, any other loss and /or liability arising due to the reason of non-payment and /or short/under payment of stamp duty and /or registration fees in respect of such documents. The Mortgagor(s) shall file the relevant forms and necessary documents and register the mortgage created in favour of the Lender with the appropriate authorities/ Registrar of Companies within the prescribed time and forthwith furnish the certificates/forms thereof to the Lender.
  16. Any communication and/or document(s) to be made or delivered under or in connection with or pursuant to this Declaration

and Acknowledgement and/or applicable laws shall be made or delivered, unless otherwise stated, by email, fax, physical letter / document(s) or in any other electronic/digital form. The address, the email address, phone and/or the fax number (and the department or officer/person, if any, for whose attention the communication is to be made) of the Mortgagor(s) or the Lender for any communication, notice or document(s) to be made or delivered under or in connection with or pursuant to this Declaration and Acknowledgement and/or applicable laws is:

**To The Mortgagor(s): As mentioned in Schedule I hereunder**

**To The Lender:** Registered Office Address: M-62 & 63, 1<sup>st</sup> Floor, Connaught Place, New Delhi-110001

Phone: \_\_\_\_\_ Fax : \_\_\_\_\_ Attention of: \_\_\_\_\_

Or any substitute address, email address, phone, fax number or department or officer or person as the Mortgagor(s) or the Lender may notify to each other by not less than 3 (three) days' notice. Any communication or document(s) made or delivered by one person to another under or in connection with this Declaration and Acknowledgement and/or applicable laws will only be effective: (i) If by way of fax, email or in any other electronic/digital form, when received/delivered in legible form; or (ii) If by way of physical letter / document(s), when it has been delivered to the addressee(s) or left at the relevant address or 3 (Three) days after being sent by the registered post, speed post or courier, (iii) if a particular department or officer/person is specified as part of its address details, if addressed to that department or officer/person. Any communication or document(s) to be made or delivered to the Lender will be effective only when actually received by the Lender and then only if it is expressly marked for the attention of the department or officer identified with the Lender's signature below (or any substitute department or officer as the Lender shall specify for this purpose). Notwithstanding anything to the contrary, any notice to any of the Borrower(s) or to any of the other Obligor(s) by the Lender shall be deemed to be a notice to the Mortgagor(s) (under this Declaration and Acknowledgement and/or other Loan Documents) and the Mortgagor(s) specifically agree that a notice of 1 (One) day shall be a reasonable notice to the Mortgagor(s) for the purposes of, *inter alia*, exercising any of the rights by the Lender with respect to the Mortgaged Properties. Any notice/document(s) given under or in connection with or pursuant to this Declaration and Acknowledgement and/or applicable laws must be in English.

- 17.1(a) Notwithstanding anything to the contrary in the Loan Documents (including this Declaration and Acknowledgement), but subject to Clause 17.1(b) below, if any disputes/disagreements/differences ("**Dispute**") arise between (I) the Mortgagor(s) [whether or not the Borrower(s) and/or the other Obligor(s), if any, is /are a party /parties to such Dispute] and (II) the Lender during the subsistence of the Loan Documents (including this Declaration and Acknowledgement) and/or thereafter, in connection with, *inter alia*, the validity, interpretation, implementation and/or alleged breach of any provision(s) of the Loan Documents (including this Declaration and Acknowledgement), jurisdiction or existence/appointment of the sole arbitrator and/or any matter/issue whatsoever, then such Dispute shall be resolved through arbitration by a sole arbitrator and the arbitration clause as mentioned in the Loan Agreement(s) shall *mutatis mutandis* apply.
- 17.1(b) Notwithstanding anything to the contrary contained in Clause 17.1 (a) of this Declaration and Acknowledgement, unless the Lender otherwise agrees/informs in writing, the Mortgagor(s) agree(s) that in case the sole arbitrator has been nominated / appointed in terms of the provisions of the Loan Agreement(s) or steps have been initiated for nomination/appointment of the sole arbitrator in terms of the provisions of the Loan Agreement(s), then the same sole arbitrator shall adjudicate the Dispute, if any, between the Mortgagor(s) and the Lender (and the dispute(s) between the Lender and the Borrower(s) and/or the other Obligor(s)) and it shall be deemed that the said sole arbitrator (who has been nominated / appointed in terms of the provisions of the Loan Agreement(s)) has been nominated/ appointed as the sole arbitrator under this Declaration and Acknowledgement.
- 17.1(c) It is expressly agreed that, in any circumstance, the appointment of the sole arbitrator as aforesaid shall be and shall always be deemed to be the sole means for securing the appointment/nomination of the sole arbitrator, without recourse to any other alternative mode of appointment/nomination of the sole arbitrator.
- 17.2 The place of the arbitration shall be New Delhi and the arbitration proceedings shall be governed by the Arbitration & Conciliation Act, 1996 (or any statutory re-enactment thereof, for the time being in force) and shall be in the English language. The arbitrator's award shall be in writing. The arbitrator shall also be entitled to decide on the costs of the arbitration proceedings. The award shall be binding subject to the applicable laws in force and the award shall be enforceable in any competent court of law. Any notice required to be given by the Mortgagor(s) and/or the other Obligor(s) in respect of the arbitration under the Loan Documents shall be jointly given by the Obligor(s) to the Lender.
18. The Mortgagor(s) has/have obtained all requisite permissions/approvals from competent authorities/person(s) for creation of the first-ranking mortgage in favour of the Lender and execution and delivery of this Declaration and Acknowledgment. The Mortgagor(s) has/have the requisite power to secure the Borrower's Dues.
19. Notwithstanding anything to the contrary contained in Clause 17, upon happening of an Event of Default under the Loan Documents, the Lender shall be entitled to initiate action and/or proceed under the Securitization and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 (including any statutory modification, amendment or re-enactment thereof for the time being in force and as may be enacted from time to time) and rules made thereunder, **if applicable**, against the Mortgagor(s) and/or for enforcement of the Lender's rights with respect to the Mortgaged Properties.
20. Notwithstanding anything to the contrary contained in any documents, the first-ranking mortgage created in favour of the Lender over the Mortgaged Properties shall continue to subsist (till such mortgage(s) over the Mortgaged Properties is/are released by the Lender in writing) irrespective of whether the Title Deeds are held by/deposited with the Lender or any entity/person(s) acting as the Lender's agent.
21. The mortgage in favour of the Lender referred to hereinabove is in addition to any other mortgage(s) created and/or to be created by the Mortgagor(s) on the Mortgaged Properties in favour of the Lender and unless otherwise specifically agreed by the Lender in writing, such mortgage(s)/charge(s) created and/or to be created on the Mortgaged Properties in favour of the Lender shall be on *pari passu* basis.
- AND the Mortgagor(s) has/have made the aforesaid Declaration and Acknowledgement solemnly and sincerely believing the same to be true and knowing fully well that relying thereon and on the faith thereof, the Lender has agreed to complete the transaction(s) as aforesaid.

**Schedule I**

**1. Mortgagor(s) -**

Name of the Mortgagor(s)	Permanent account number / Aadhar number

**2. Borrower(s) (including Co-Borrower(s)/ co-applicant(s), if any) -**

Name of the Borrower(s)	Permanent account number / Aadhar number

- 3. **Loan Agreement(s) Date - \_\_\_\_\_**
- 4. **Loan(s) - Upto Rs. \_\_\_\_\_ /- (Rupees \_\_\_\_\_ Only)**
- 5. **Place of deposit of the Title Deeds:**
- 6. **Date of deposit (by way of actual/constructive delivery\*) of the Title Deeds by the Mortgagor(s) with the Lender:**
- 7. **Date of execution of this Declaration and Acknowledgement:**
- 8. **Place of execution of this Declaration and Acknowledgement:**
- 9. **Notice/communication to the Mortgagor(s):**

Address: \_\_\_\_\_  
Fax : \_\_\_\_\_ Telephone : \_\_\_\_\_  
Email Address : \_\_\_\_\_ Attention of : \_\_\_\_\_

**Schedule I-A  
(Description of the Mortgaged Properties)**

**Schedule II  
Title Deeds**

- 1.
- 2.
- 3.
- 4.

**Signature of the Mortgagor(s):**

\_\_\_\_\_  
(Name: \_\_\_\_\_)

\*\*strike of either actual or constructive depending on whichever is applicable.

## DEMAND PROMISSORY NOTE

Rs. \_\_\_\_\_/-

ON DEMAND, we, \_\_\_\_\_,  
a resident individual/ company/ partnership firm/ limited liability partnership firm/sole proprietorship  
firm/ society/ trust under the laws of India with my / our address at \_\_\_\_\_

\_\_\_\_\_

jointly and severally promise to pay to M/s. Indiabulls Housing Finance Limited (or any  
successor(s)/assignee(s) thereof) or order at its office/branch at New Delhi the sum of  
Rs. \_\_\_\_\_ only)  
for the value received together with interest thereon from the date hereof, at the Interest Rate  
(mentioned below) per annum payable with monthly rests.

The Interest Rate shall be the prevailing \_\_\_\_\_ (per annum) of Indiabulls Housing  
Finance Limited (or any successor(s) thereof) from time to time plus/less\* \_\_\_\_\_ (\_\_\_\_\_)  
basis points.

Presentment for payment and noting and protest of this note are hereby unconditionally and  
irrevocably waived.



Signature of the Borrower(s)

\_\_\_\_\_

(Name: \_\_\_\_\_)

Place :

Date :

# LETTER OF CONTINUITY FOR DEMAND PROMISSORY NOTE

To

**M/s. Indiabulls Housing Finance Limited.**  
M-62&63, First Floor, Connaught Place New Delhi-110001  
Corporate Identity Number: L65922DL2005PLC136029

Dear Sir,

We refer to the Demand Promissory Note for Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) dated \_\_\_\_\_ duly signed and delivered by us to you, as security for the payment/repayment of all amounts due and/or payable by us under the loan agreement dated \_\_\_\_\_ and/or any amendment(s)/addendum(s) thereto ("**Loan Agreement**") between (a) \_\_\_\_\_ and (b) Indiabulls Housing Finance Limited ("**Lender**") and the related Loan Documents, at present outstanding as also for the payment/repayment of any further amount, which we may avail hereafter from you. We hereby irrevocably and unconditionally, agree, confirm and undertake that:

- (i) the said Demand Promissory Note shall operate as a continuing security to you to be enforceable for the repayment of the ultimate balance and/or all sums remaining unpaid under the Loan Agreement and the related Loan Documents now or hereafter, including all interest to become payable in respect of the Loan Agreement and the related Loan Documents, and also all moneys lent, advanced, paid or incurred in respect of / under the Loan Agreement and the related Loan Documents or which may in future be advanced or incurred together with interest, discount, commission and other charges and all other costs, charges and expenses which may be or become payable in connection therewith; and
- (ii) we shall remain liable on the said Demand Promissory Note till all the amounts payable/repayable under the Loan Agreement and the related Loan Documents have been paid/repaid by us to the satisfaction of the Lender.

IN WITNESS WHEREOF, we have executed these presents on the day and the year mentioned herein below.

**Signature of the Borrower(s)**

\_\_\_\_\_

(Name: \_\_\_\_\_)

Place:

Date:

**END-USE UNDERTAKING FROM THE BORROWER(S)**

Date \_\_\_\_\_

To,  
M/s. **Indiabulls Housing Finance Limited**  
M-62&63, First Floor, Connaught Place, New Delhi-110001  
Corporate Identity Number : L65922DL2005PLC136029

**Subject: Undertaking with regard to utilization of Loan(s)**

**Ref: Loan Account number \_\_\_\_\_ Loan Amount - \_\_\_\_\_**

Dear Sir/Madam,

This has reference to the loan agreement(s) executed between (a) \_\_\_\_\_ [hereinafter referred to as the "Borrower(s)"] and (b) Indiabulls Housing Finance Limited (hereinafter referred to as the "Lender") for the Loan(s) more particularly mentioned in Schedule I of the loan agreement(s) and/or any amendment(s)/addendum(s) thereto ("Loan Agreement(s)") and/or the other Loan Documents.

We do hereby solemnly declare, represent, undertake and confirm to the Lender as follows:

1. We shall utilise the proceeds of the Loan(s) for the purpose mentioned hereunder and forthwith furnish to the Lender the proof of the same, as required by the Lender from time to time.
  - a) Construction/Purchase of Old/New Residential Unit/House/\*
  - b) Purchase of Plots for Construction of Residential Unit/House/\*
  - c) Renovation/Reconstruction of existing Residential Unit/House/\*
  - d) Personal Needs/Medical/Marriage
  - e) Business expansion / Working Capital
  - f) Others\* \_\_\_\_\_
2. We are aware that the Lender has agreed to disburse the Loan(s) on the conditions that, *inter alia*, we shall utilize the proceeds of the Loan(s) in the manner stated in clause no. 1 above and on the basis of the Loan Documents.
3. We have availed Loan(s) for a valid and legal purpose and the Loan(s) shall not be utilized for speculation, money laundering or illegal purposes, in any manner whatsoever.
4. We further undertake that within 30 days of availing Loan(s), we shall submit a certificate from CA, and/or any other supporting documents/proof, specifying/ elaborating in detail the methods/items wherein the funds disbursed to us have been inducted/utilized (or to be inducted/ utilized) and the objective for that.
5. We shall indemnify and keep indemnified the Lender against for any loss, damage, cost and/or expenses suffered/incurred by the Lender arising out of any act, omission, false statement suppression of fact and/or any reach of the terms of this undertaking.
6. We agree and undertake that failure to do as aforesaid and/or breach of this undertaking by us shall be an Event of Default under the Loan Documents and the Lender shall have absolute right at its sole discretion to take any action as it deems fit including action/proceedings for specific performance.
7. It is clarified that the Obligor(s) shall continue to be bound by all the terms, conditions, stipulation, obligations and provision set out in the Loan Documents and that this undertaking is without prejudice to the provisions of the Loan Documents.

Any capitalized terms used and not defined herein shall have the meaning as ascribed to such terms in the Loan Documents.

Yours sincerely,

\_\_\_\_\_  
**Signature of the Borrower(s)**

## DISBURSAL REQUEST FORM (DRF)

To,

Date : .....

M/s Indiabulls Housing Finance Ltd. (IHFL)

Branch \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Application No.	Loan Account Number
Name of Applicant(s)	

Dear Sir/Madam,

This is with reference to my/our loan sanctioned by your office. Kindly disburse the laon amount in following manner :

**Payment Mode :**  Cheque                       Demand Draft                       RTGS/NEFT

**Favoring 1 :**

Favoring .....

Loan Account No.: .....

Amount .....

**Favoring 2 :**

Favoring .....

Bank Name & A/c No.: .....

Amount .....

**Favoring 3 :**

Favoring .....

Bank Name & A/c No.: .....

Amount .....

**Favoring 4 :**

Favoring .....

Bank Name & A/c No.: .....

Amount .....

We, the borrowers, jointly and severally, do hereby authorize Indiabulls Housing Finance Limited and its authorized representative to deposit the disbursal cheques directly to our developer / builder/ seller etc./ namely M/s ..... / to transfer funds in our Bank a/c as per details mentioned above through RTGS/NEFT Mode, as per applicable payment mode selected above in request for disbursement.

**NAME :**

**SIGNATURE :**

**Borrower 1 :** .....

.....

**Borrower 2 :** .....

.....

**Borrower 3 :** .....

.....

**Borrower 4 :** .....

.....

**Borrower 5 :** .....

.....

*Note : Every cutting needs counter signature by all the borrower(s). IHFL will not be responsible for any Change in favoring other than filled in this form.*

## **ANNEXURE I**

Subject to the provisions of the Loan Documents, the Payment/Repayment Schedule is mentioned as below -

<b>Sl. No.</b>	<b>Due Date(s)</b>	<b>Interest payable (Rs.)</b>	<b>Principal payable (Rs.)</b>	<b>Total Amount Payable (Rs.)</b>

**THIS LOAN AGREEMENT ("Agreement")** is made at the place and on the date set out in **Schedule I** hereunder between the **Borrower(s)** (as defined hereinbelow) and **Indiabulls Housing Finance Limited**, a company under the Companies Act, 2013, having its registered office at M – 62 & 63, First Floor, Connaught Place, New Delhi- 110001 and having Corporate Identity Number: L65922DL2005PLC136029 (hereinafter referred to as the "**Lender**", which expression shall, unless repugnant to the subject, context or meaning thereof, be deemed to include its executors, successors and assigns).

Whereas: (a) the Borrower(s) have requested the Lender for granting the Loan (hereinafter defined) to the Borrower(s); (b) after considering the request of the Borrower(s), the Lender has agreed to grant the Loan to the Borrower(s) subject to the terms and conditions contained in the Loan Documents (hereinafter defined).

## 1. DEFINITIONS AND INTERPRETATION

In this Agreement, the following capitalized terms shall have the meaning ascribed to them hereunder:

- (a) "**Borrower(s)**" means the company (ies)/person(s)/firm(s) named in the **Schedule I** hereunder as the Borrower(s) and whose address(s) and other details are also mentioned in **Schedule I** hereunder. The term "Borrower(s)" shall include the Co-Borrower(s), if any, named in **Schedule I** hereunder.
- (b) "**Borrower's Dues**" means the outstanding principal amount of the Loan and other amounts payable by the Obligor(s) to the Lender as per the Loan Documents, including any interest, Default Interest, fees, costs, charges, expenses and other sums whatsoever payable by the Obligor(s) to the Lender.
- (c) "**Date of Disbursement**" means the actual/deemed date of disbursement of the Loan, in whole or in part, or the date(s) on which cheque(s) for the Loan, in whole or in part, is/are issued by the Lender, whichever is earlier.
- (d) "**Due Date(s)**" means such date(s) on which (a) any amount including principal, interest and/or other charges in respect of the Loan is due and/or payable by the Obligor(s) to the Lender in terms of the Loan Documents; and/or (b) performance of any other obligation(s) is required to be complied with by the Obligor(s) under the Loan Documents.
- (e) "**Event of Default**" means any event(s) or circumstance(s) specified as such in this Agreement and/or any other event(s) or circumstance(s) referred to/defined as an Event of Default under any of the Loan Documents.
- (f) "**Guarantor(s)**" means the entity(ies)/company(ies)/person(s), if any, named in the **Schedule I** hereunder as the Guarantor(s) and/or such other person(s) who/which have agreed/will agree to execute guarantee deed(s) (in the form and substance satisfactory to the Lender) in favour of the Lender for guaranteeing the fulfillment of all obligations of the Obligor(s) under the Loan Documents including payment of the Borrower's Dues to the Lender.
- (g) "**Hypothecator(s)**" means the company(ies)/person(s)/firm(s) named in **Schedule I** hereunder as the Hypothecator(s) and/or any other person(s) who/which hypothecates, from time to time, its/his/her/their asset(s) including the Hypothecated Asset(s) and his/its present and future interests, right and title therein in favour of the Lender to secure, inter alia, the fulfillment of the Obligor(s)' obligations under the Loan Documents including payment of the Borrower's Dues to the Lender.
- (h) "**Hypothecated Asset(s)**" means the Receivables and/or any other asset(s) (including all the present and future interests, right and title of the Hypothecator(s) therein) hypothecated/charged or to be hypothecated/charged as Security in favour of the Lender by the Hypothecator(s) from time to time.
- (i) "**Loan**" means the loan amount mentioned in **Schedule I** of this Agreement, which will be or has been made available under this Agreement, as per the terms and conditions contained in the Loan Documents, to the extent the same is not cancelled, reduced or transferred under this Agreement.
- (j) "**Loan Documents**" means (i) this Agreement, (ii) the Security Documents and/or (iii) all other agreement(s), application(s), form(s), undertaking(s), document(s), letter(s), deed(s), memorandum(s), declaration(s) and/or power of attorney(s) evidencing, securing, governing or otherwise pertaining/relating to the Loan/Borrower's Dues and includes any amendatory, modificatory or supplemental agreement thereto.
- (k) "**Material Adverse Effect**" means a material adverse effect, in the opinion of the Lender, on or affecting (a) the business, operations, property or condition (financial or otherwise) of the Obligor(s); or (b) the ability of the Obligor(s) to perform its/their obligations under the Loan Documents; or (c) the validity or enforceability of the Loan Documents or the rights or remedies of the Lender under the Loan Documents.
- (l) "**Obligor(s)**" means the Borrower(s), the Guarantor(s), mortgagor(s), Hypothecator(s), Pledgor(s) and/or any other person(s) providing any Security in favour of the Lender under the Loan Documents and/or who is or becomes a party (other than the Lender) to any Loan Documents.
- (m) "**Party**" or "**Parties**" means a party to this Agreement individually or collectively, respectively.
- (n) "**Payment Installment(s)**" shall mean installment(s) of the principal amount(s) of the Loan and/or interest amount(s) payable by the Obligor(s) to the Lender under the Loan Documents (periodically or otherwise) on Due Date(s) as set out in the Payment/Repayment Schedule and may include equated monthly installment(s) ("**EMI**") and/or pre equated monthly installment(s) interest ("**PEMI**").
- (o) "**Payment/Repayment Schedule**" means the schedule for payment/repayment of the Loan and interest thereon as mentioned in **Schedule II** hereunder or any revised payment/repayment schedule as specified by the Lender from time to time.
- (p) "**Power of Attorney**" means the irrevocable power of attorney(s) (in the form and substance satisfactory to the Lender) in favour of the Lender in respect of the Security to be provided by the Obligor(s) providing any Security.
- (q) "**Purpose**" means purpose(s) as specified in **Schedule I** hereunder and/or in the Loan Documents for which the Loan (or any part thereof) is to be utilized by the Borrower(s).
- (r) "**Receivables**" means the entire sale proceeds, advance, allotment money, rent, lease rentals, license fees, security deposit(s) and/or other receivables received or to be received (on and from the date of this Agreement) by, inter alia, the Obligor(s) from all the concerned persons, including the buyer(s), transferee(s), allottee(s), lessee(s), sub-lessee(s), developer(s), tenant(s) and/or licensees of the Said Properties and/or any portion or unit thereof and/or any other properties as mutually agreed between the Lender and the Obligor(s), from time to time, pursuant to any application(s), agreement(s), document(s) and/or contract(s) for, inter alia, sale, transfer, allotment, assignment, development, lease, sub-lease, renting and/or license of the Said Properties and/or any portion or unit thereof and/or any other properties as mutually agreed between the Lender and the Obligor(s).
- (s) "**Relevant Entities**" shall mean and include (a) the promoter(s) of the Lender, (b) the promoter(s) of the holding company of the Lender, (c) the other entities/companies in which any such promoter(s) is/are also the promoter(s) and/or (d) any of the respective affiliates/ subsidiaries/ holding company/ associate/group companies/entities, present or future, of the Lender and/or the entities/companies/persons mentioned in (a), (b) and/or (c) above.
- (t) "**Said Properties**" means the properties as mentioned in **Schedule III** hereunder.
- (u) "**Security**" means the asset(s) of the Obligor(s) on which a mortgage, charge, lien and/or other security interest is created and/or is to be created in favour of the Lender for securing the fulfillment of all the obligation(s) of the Obligor(s) (including payment of the Borrower's Dues to the Lender) under the Loan Documents and shall include any guarantee.
- (v) "**Security Documents**" shall include guarantee deed(s), demand promissory note, letter of continuity, any other document(s)/ declaration(s)/ memorandum(s) /undertaking(s)/ power of attorney in relation to the Security and/or any document(s) designated as such by the Lender.

Unless a contrary indication appears, any reference in this Agreement to: (a) "Loan Documents" or any other agreement or instrument is a reference to that document or other agreement or instrument as amended, supplemented or novated, from time to time including such other document(s), which is made a part of this Agreement by reference. (b) Section, Clause and Schedule headings are for ease of reference only. (c) A term used in any other Loan Documents or in any notice given under or in connection with any of the Loan Documents has the same meaning in that document or notice as is ascribed to such expression in this Agreement, unless defined therein. (d) The expression the Borrower(s), the Guarantor(s), Hypothecator(s), Pledgor(s), the mortgagor(s) or the Obligor(s) unless repugnant to the meaning and context shall include: (i) in the case of a company/society/body corporate, its successors and permitted assigns; (ii) in the case of a partnership firm, any or each of the partners and survivor(s) of them and the partners from time to time and their respective heirs, legal representatives, executors, administrators, permitted assigns and successors of the firm; (iii) in the case of a proprietary concern, the proprietor (both in his/her personal capacity and as proprietor of the concern) and his/her heirs, legal representatives, executors, administrators, permitted assigns and successors of the concern; (iv) in the case of a Hindu undivided family ("HUF"), the karta of the HUF and any or each of the adult members/ coparceners of the HUF and the survivor(s) of them and their respective heirs, legal representatives, executors, administrators, permitted assigns and successors; (v) in the case of an individual, his/her heirs, legal representatives, executors, administrators and permitted assigns; (vi) in the case of a trust, the trustee(s) for the time being, its successors and permitted assigns; (e) any gender shall include all genders or the neuter, and the neuter shall include all genders; (f) the singular number shall include the plural, and the plural number shall include the singular.

## 2. THE LOAN AND THE SECURITY

2.1.1 Subject to the provisions of the Loan Documents, the Lender agrees to lend to the Borrower(s) the Loan mentioned in **Schedule I** hereunder. The Lender may disburse the Loan (or any part thereof) only upon the fulfillment by the Obligor(s) of all the conditions precedent as may be specified by the Lender. The Loan (subject to deductions, if any) may be disbursed in full or in such tranches as mentioned in the request for disbursement of the Loan by the Borrower(s) or as deemed fit by the Lender. At the discretion of the Lender, the Loan (or any part thereof) may be disbursed in any manner or mode to (i) the Borrower(s) and/or (ii) the Borrower(s)' other lender(s), a developer/seller of any Said Properties and/or (iii) to such other person as instructed by the Borrower(s) (and such disbursement shall be deemed to have been made to the Borrower(s)). Notwithstanding anything to the contrary, the Lender may, at its sole and absolute discretion, cancel and/or withhold the disbursement of the Loan, in part or in full, at any stage under this Agreement due to any reason whatsoever. Subject to the provision of the Loan Documents, the Tenure of the Loan (or part thereof) shall be as mentioned in **Schedule I** of this Agreement. The Obligor(s) shall be jointly and severally liable to pay the Borrower's Dues to the Lender. The Borrower(s) agrees and confirms that the Loan shall be subject to a review [at the cost of the Borrower(s)] by the Lender on a yearly basis or such

shorter time as may be decided by the Lender at its discretion. The Borrower(s) agrees that the Lender may disburse the Loan (or any part thereof) only after the Borrower(s) has made his/her own contribution (as may be required/specified/agreed by the Lender and/or under the applicable laws) towards the purpose of the Loan including the acquisition of the Said Properties and submitted proof of the same (to the satisfaction of the Lender) with the Lender. The Borrower(s) agrees that the Lender shall be entitled to verify the authenticity of such proof prior to disbursement of the Loan (or any part thereof).

2.1.2 To secure, to the satisfaction of the Lender, the fulfillment of all the obligations of the Obligor(s) under the Loan Documents including payment of the Borrower's Dues, the Borrower(s) hereby undertake to forthwith create, and/or shall cause the Obligor(s) to forthwith create such Security in favour of the Lender as requested by the Lender, from time to time. The Borrower(s) shall, and/or shall cause the Obligor(s) to, (a) forthwith execute and register, if required, appropriate Security Documents relating thereto (in a format acceptable to the Lender) and file necessary disclosures, forms and documents and/or register the charge/encumbrance created in favour of the Lender with the concerned registrar of companies/appropriate authorities/stock exchanges, if required under any law, within thirty (30) days from the date of creation of such Security or within the prescribed time frame, whichever is earlier and forthwith furnish the certificates/forms thereof to the Lender; and (b) take/obtain a written no objection certificate from the Lender prior to, *inter alia*, sale, transfer, dealing with or disposition, creation of any third party rights or interest or encumbrance (in any manner) on such Security (or any portion thereof).

## 2.2 SECURITY

### a) Demand Promissory Note and Letter of Continuity

At the time of execution of this Agreement, a demand promissory note shall be executed by the Borrower(s) in favour of the Lender for the Loan and interest thereon along with a letter of continuity for the same amount, duly signed and delivered to the Lender as Security for payment/repayment of the Borrower's Dues by the Borrower(s). The Borrower(s) shall also forthwith execute and deliver to the Lender from time to time (as may be requested by the Lender) such documents (in a format acceptable to the Lender) to ensure that the demand promissory note remains valid and subsisting.

### b) Hypothecation

The Borrower(s) shall cause the Hypothecator(s) and the Hypothecatee(s) shall agree, to the satisfaction of the Lender, to hypothecate, encumber, charge, pledge and/or assign (by way of Security) the Hypothecated Asset(s) exclusively in favour of the Lender. If so required by the Lender, the Obligor(s) shall forthwith deposit or shall cause to be deposited the Receivables directly in an escrow account(s) (and to no other account) as may be stipulated/agreed by the Lender and shall forthwith execute escrow agreement(s) in a form satisfactory to the Lender with respect to deposit of the Receivables into the escrow account(s) and transfer of amounts into the Lender's specified bank account(s) on the Due Date(s).

### c) Guarantee

The Borrower(s) shall cause the Guarantor(s) to forthwith execute guarantee deed(s) (in the form and substance satisfactory to the Lender) in favour of the Lender guaranteeing the fulfillment of all the obligations of the Obligor(s) under the Loan Documents including payment of the Borrower's Dues to the Lender.

### d) Pledge/Charge of Shares

At all times during the validity of the Loan Documents, the Borrower(s) shall cause to be forthwith created a first-ranking pledge/charge exclusively in favour of the Lender on such shares, securities, instrument(s) convertible into shares and/or instrument(s) with voting rights issued/to be issued by the company/companies as required by the Lender.

## 2.3 Release of Security

On the unconditional and irrevocable repayment/payment of the entire Borrower's Dues, costs and expenses, if any, incurred by the Lender and fulfillment of all the obligations of the Obligor(s) under the Loan Documents, the Lender shall forthwith release the Security created by the Obligor(s) in favour of the Lender by executing, at the costs of the Obligor(s) (including costs relating to stamp duty and registration charges, if any) all such documents as may be required for the said purpose.

## 3. REPAYMENT/PAYMENT

3.1 The Borrower(s) shall repay/pay the entire Loan and interest thereon to the Lender as per the Payment/Repayment Schedule on the respective Due Date(s) [i.e. in Payment Installment(s)] and/or in such other manner as agreed/specified by the Lender from time to time. Subject to Clause 3.2, the Borrower(s) agree to pay to the Lender interest on the Loan or such part thereof as may be outstanding from time to time at such Interest Rate(s) as mentioned in Schedule I of this Agreement. Unless otherwise specified by the Lender from time to time, (a) interest shall accrue from the Date of Disbursement; (b) interest shall be computed on the basis of a year of three hundred and sixty five (365) days or three hundred and sixty six (366) days, as the case may be, and the actual number of days elapsed; (c) interest shall be computed on monthly rests or on such periodic rests as may be decided by the Lender from time to time; and (d) in case of any payment default on the Due Date(s), interest shall be compounded (at the prevailing Interest Rate(s)) every month on the overdue amount. In the event the Lender specifies that the Payment Installment(s) is required in the form of EMI, the ratio/proportion of the principal amount(s) and interest amount(s) constituting the EMI amount(s) may vary in every such monthly installment, though the EMI amount(s) may remain the same every month. The Borrower(s) shall have the option to pay/repay only the interest amount(s) on Due Date(s) in the form of PEMI (forming part of the Payment Installment(s)) on \_\_\_\_\_ basis till (a) the date on which the entire Loan is disbursed; or (b) the date on which completion certificate (in relation to the Said Properties, if applicable) is obtained (and the same must forthwith be submitted to the Lender); or (c) such date (as may be specified by the Lender) from which payment/repayment of the principal amount(s) commence in the form of EMI or as part of the Payment Installment(s), whichever is earlier. However, this option provided to the Borrower(s) can be withdrawn by the Lender at any point of time post which the Borrower(s) shall be required to pay/repay the Payment Installment(s) as may be notified by the Lender from time to time [which shall include installment(s) of principal amount(s) of the Loan]. If the Borrower(s) intends to commence payment of EMI at any time prior to such date, as mentioned in sub clause no (b) and sub clause no (c) herein above, the Borrower(s) should submit written request to the Lender, in this regard.

3.2 Notwithstanding anything to the contrary in the Loan Documents, the Lender reserves its rights to alter, amend, increase and/or vary, from time to time, the Interest Rate(s) (including vary/amend/replace/alter the Benchmark Rate(s) and/or the spread) prospectively. The Lender shall notify (by email or updation on the Lender's website or by any other manner) the revised Interest Rate(s) payable under the Loan Documents to the Borrower(s) and the same shall be binding on the Obligor(s) with effect from such date(s) as may be specified by the Lender.

3.2A Subject to the provisions of the Loan Document, the Lender, at the request of the Borrower(s) or otherwise as required, may provide the option to the Borrower(s) to revise the spread during the Tenure of the Loan. In such case, the Borrower(s) will have the option to avail revised spread/ switch facility against the Loan with prospective effect subject to necessary verifications and on payment of fees and execution of additional documents as may be required by the Lender (in a format satisfactory to the Lender), in this regard. It shall be the responsibility of the Borrower(s) to keep themselves informed about the switch facility/revision of the spread and benchmark rate(s), from time to time. Please note that it shall be the sole discretion of the Lender to provide the option/switch facility for reduction/revision of spread against the Loan(s) and as such, the Lender reserves the right to reject/ withdraw/ annul the same, at any time

3.3 All sums payable by the Obligor(s) under the Loan Documents shall be paid free of any restriction or condition and free and clear of and without any deduction or withholding, whether on account of tax or otherwise (except for income tax deducted at source). If the Obligor(s) is/are obliged by law to make any deduction or withholding from any such sum (except for income tax deducted at source), then the sum payable by the Obligor(s) shall be increased to the extent necessary to ensure that, after making such deduction or withholding, the Lender receives and retains (free from any liability except for tax on overall net income) a net sum equal to what the Lender would have received and so retained if no such deduction or withholding had been required or made. Notwithstanding anything to the contrary contained in the Loan Documents, the Obligor(s) shall also be liable to pay all applicable taxes (except for income tax deducted at source) including Goods and Services Tax, if applicable, on all sums payable by the Obligor(s) to the Lender under the Loan Documents.

3.4 Subject to provisions of applicable laws, the Obligor(s) shall repay/pay the Borrower's Dues through electronic clearing system / through an escrow account(s) maintained under the Loan Documents (if any)/ RTGS/any other method, as may be specified by the Lender, from time to time and the same shall be binding on the Obligor(s). The Borrower(s) agree and undertake to forthwith issue, fresh standing instructions to bank and/or fresh instruction for electronic clearance system, as the case may be, from time to time as may be requested by the Lender. Notwithstanding anything to the contrary, all payment/amounts shall be deemed to have been received by the Lender under the Loan Documents only when such payments/amounts are actually credited/transferred in the Lender's designated bank account. If the Obligor(s) cancel or revoke or attempt to cancel or revoke such payment/repayment mode(s) without the prior consent of the Lender, the Lender shall be entitled to initiate appropriate proceedings against the Obligor(s) without prejudice to the Lender's other rights. The Borrower(s) shall pay dishonor charges and other charges to the Lender as specified/agreed by the Lender.

4 If any of the Obligor(s) fail (which includes any delay) to comply with its/their obligations under the Loan Documents including failure to create and perfect the Security and/or failure to pay any amount payable by it/them under any of the Loan Documents on the given Due Date(s) and/or if an Event of Default occurs under the Loan Documents, the Borrower(s) shall also be liable for payment of default interest (on the gross defaulted amounts in case of payment defaults and/or on the outstanding Loan in case of other defaults/Event of Default) ("Default Interest") at a default interest rate which is mentioned in Schedule I ("Default Interest Rate") or at such other rate as may be specified in the policy of the Lender from time to time and such Default Interest shall be payable for the period of default. Any Default Interest accruing under this Clause shall be immediately payable by the Borrower(s). Provided that the obligation to pay the Default Interest shall not entitle the Borrower(s) to set up a defense that no default/breach/Event of Default has occurred. The Default Interest payable by the Borrower(s) shall be in addition to the interest payable under Clause 3 of this Agreement. Default Interest (if unpaid) as aforesaid will be compounded at the end of each month but will remain immediately due and payable.

4A. No notice, reminder or intimation shall be given to the Obligor(s) regarding its/their obligation to repay/pay the Borrower's Dues and it shall be entirely the Obligor(s)' responsibility to ensure prompt and regular payment of such amounts payable by the Obligor(s) to the Lender when due and in the manner provided in the Loan Documents.

5. The Lender may call upon / require the Borrower(s) to repay/pay the Borrower's Dues (or any part thereof) immediately or in shorter period and in one lumpsum or such suitable installment(s) as may be specified by the Lender notwithstanding the Tenure of the Loan. The Borrower(s) undertake to pay/repay the Borrower's Dues (or any part thereof) on the date(s) as may be specified in the notice issued by the Lender to the Borrower(s) under this Clause. In case of such Loan recall (in part or in full) by the Lender, no prepayment / foreclosure charges/penalty shall be payable by the Borrower(s). The Borrower(s) agree to give a notice of such days as mentioned in Schedule I hereunder to the Lender in case the Obligor(s) wants to make any prepayment/ foreclosure of the Loan (or any part thereof). Subject to any applicable laws, the Borrower(s) shall forthwith pay to the Lender the prepayment/ foreclosure charge/premium, if any, specified in Schedule I hereunder in case any prepayment/ foreclosure of the Loan (or any part thereof) is made by the Obligor(s).
6. Notwithstanding anything to the contrary contained in the Loan Documents, the Obligor(s) agree and undertake to pay stamp duty, additional stamp duty, registration fees, penalty thereon and any other charges/costs/expenses whatsoever to the Lender payable in relation to the Loan Documents. Further, the Obligor(s) undertake to pay/ to indemnify the Lender, within three (03) days of demand by the Lender, any such stamp duty, additional stamp duty, registration fees, penalty thereon, expenses, any other loss and /or liability incurred or suffered by the Lender on account of such non-payment and/or short/under payment of stamp duty and /or registration fees by the Obligor(s) in relation to the Loan Documents. In case the Obligor(s) fail to pay the requisite amounts within the aforesaid period of three (03) days to the Lender, the Obligor(s) shall also be liable to pay interest on such amounts at the same Interest Rate(s) as is/was applicable to the Loan under this Agreement. It is clarified that the interest payable under this Clause will be paid for the period of delay in making the aforesaid payment by the Obligor(s) to the Lender. This Clause will survive the termination of the Loan Documents.
7. The Borrower(s) shall, within three (03) days of demand, indemnify the Lender against any cost, expenses, loss and/or liability incurred by the Lender under or in respect of any of the Loan Documents as a result of the occurrence of any default/breach/Event of Default including with respect to the costs incurred by the Lender for investigating any event which it reasonably believes is a default/breach; or acting or relying on any notice, request or instruction which it reasonably believes to be genuine, correct and appropriately authorised. This Clause will survive the termination of the Loan Documents.
8. At the time of signing of the Agreement, the Borrower(s) shall pay the amount as mentioned in **Schedule I** hereunder as the processing fees. The Borrower(s) agree that the Lender shall be entitled to deduct the upfront processing fees from the Loan amount on disbursement of the Loan (or any part thereof) and the processing fees shall be non-refundable by the Lender in all circumstances. The Borrower(s) shall promptly on demand pay to the Lender, all costs and expenses (including legal fees) reasonably incurred by the Lender in connection with the negotiation, preparation, printing and execution of the Loan Documents. The Borrower(s) shall, within three (03) days of demand, pay to the Lender, all costs and expenses (including legal fees) incurred by the Lender in connection with the enforcement of, or the preservation of any rights under, any Loan Document. The Borrower(s) shall also forthwith pay to the Lender any other fee/charges as may be specified in the Loan Documents and/or by the Lender.
9. The Borrower(s) (for itself/themselves and on behalf of the Obligor(s)) hereby make the following representations and warranties to the Lender:
- 9.1 The Obligor(s) constitution, status, and other details mentioned in the Loan Documents are correct and the Obligor(s) is/ are duly organized and validly incorporated under applicable laws and/or are legally competent under applicable laws (as the case may be). The Borrower(s) and each of the Obligor(s) has/have the power and authority to own its assets and carry on its/their business and/or employment as it/they is/are being conducted under all applicable laws, rules and regulations. The Obligor(s) agree that there will be no change whatsoever in the constitution/status of the Obligor(s) during the validity of the Loan Documents. The Obligor(s) shall furnish to the Lender resolutions (if applicable) required in connection with the transactions contemplated in the Loan Documents.
- 9.2 The obligations of the Obligor(s) in each of the Loan Documents are /will be legal, valid, binding and enforceable obligations and will be enforceable against the Obligor(s), the Obligor(s)' heirs, executors, successors, assigns and estate as if they have been parties to such Loan Documents. On or after occurrence of an Event of Default under the Loan Documents, the Lender shall be entitled to sell or dispose of the Security (or any part thereof) on such terms and in such manner as the Lender deems fit. Each of the Security Documents creates/ shall validly create the Security which is expressed to be created by that document. The Borrower(s) shall, and shall cause the Obligor(s) to, execute at its own cost and in favour of the Lender or any nominee of the Lender, any further/additional/fresh deeds/documents, etc. whenever required by the Lender to do so in respect of the Loan/Borrower's Dues/Security. The Borrower(s) shall ensure that the Obligor(s), by reason of holding of the Security and/or by creation of a charge/mortgage/pledge thereon in favour of the Lender, do not contravene the provisions of any applicable laws.
- 9.3 At all times during the validity of the Loan Documents, the Borrower(s) shall and/or shall cause the Obligor(s) to forthwith insure the relevant Security against loss or damage by such risks and contingencies as the Lender deems fit, with an insurer acceptable to the Lender and assign/endorse such policy in favour of the Lender. The Obligor(s) shall promptly hand over to the Lender (a) all documentary evidence in relation to such insurance (including changes, if any made to such insurance policy on Lender's request) and/or assignment/endorsement of the insurance in favour of the Lender as the "first loss payee"; and (b) notwithstanding anything to the contrary, any money received from the insurance company/insurer in relation to the Security. The Obligor(s) hereby authorize the Lender (and undertake to execute such further documents at the cost of the Obligor(s) in relation thereto) to make/lodge claim(s) under such insurance and to receive all amounts from the insurance company/insurer thereunder. In addition to the aforesaid, the Borrower(s) shall insure its business (if any) against loss or damage by such risks and contingencies as per the best practices prevailing in the market with a reputed insurer and punctually pay all premia necessary to maintain and/or renew such insurance during the Tenure of the Loan and endorse/ assign the same in favour of the Lender.
- 9.4 The entry into and performance by the Obligor(s) and the transactions contemplated by, the Loan Documents do not and will not conflict with (a) any applicable laws, rules or regulations; (b) its constitutional documents; and/or (c) any agreement or instrument binding upon it/ them or any of its assets. All authorisation(s) required or desirable to enable the Obligor(s) to lawfully enter into, exercise its rights and comply with its obligations in the Loan Documents and to make the Loan Documents admissible in evidence have been obtained or effected and are in full force and effect.
- 9.5 No other event or circumstance is outstanding which constitutes a default under any other agreement or instrument which is binding on the Obligor(s) or any of its/ their subsidiaries or to which its assets (or any of its subsidiaries' assets) are subject which might have a Material Adverse Effect and there are no litigations, arbitrations or administrative proceedings before any court, arbitral body or agency which, if adversely determined, might have a Material Adverse Effect.
- 9.6 All financial projections and business plan provided to the Lender by any Obligor(s) has/have been prepared on the basis of recent historical information and reasonable assumptions. All information supplied by the Obligor(s) is/are true, complete and accurate as at the date it was given and nothing has occurred or been omitted from any factual information and no information has been given or withheld that results in the information provided to the Lender being untrue or misleading in any material respect. The audited/unaudited consolidated financial statements of Obligor(s) has/ have been prepared in accordance with applicable laws, rules and regulations. There has been no material adverse change in the financial conditions and/or operations reflected in the audited/unaudited consolidated financial statements submitted to the Lender.
- 9.7 In any proceedings are taken in relation to the Loan Documents, the Obligor(s) will not be entitled to claim for itself/themselves or any of its/their assets immunity from any suit, execution, attachment or other legal process. The Obligor(s) execution of the Loan Documents constitutes, and its/their exercise of its/their rights and performance of its/their obligations will constitute, private and commercial acts done and performed for private and commercial purposes.
- 9.8 Subject to all binding documents and applicable laws, the Borrower(s) shall apply all amounts borrowed under the Agreement only for the Purpose. In respect of the end-use of the Loan, the Borrower(s) shall forthwith provide to the Lender, an end-use certificate(s) (in a format acceptable to the Lender) from a chartered accountant/ its statutory auditors and/or by the Borrower(s), as required by the Lender from time to time.
- 9.9 The representations and warranties (made in the Loan Documents) are deemed to be made by the Obligor(s) on the date of the Loan Documents, the Date of Disbursement of the Loan, date of creation of Security and on each Due Date(s).
10. The undertakings in this Agreement shall remain in force from the date of this Agreement for so long as any amount is outstanding under the Loan Documents.
- 10.1 The Obligor(s) shall supply to the Lender (a) as soon as the same become available, but not later than six (6) months from the date of submission of the previous statement of assets / financial statement of the Obligor(s), the statement of assets / financial statement of the Obligor(s) for that financial year; and (b) as soon as they become available but in any event within one hundred and eighty (180) days after the end of its financial year, the audited consolidated financial statement / statement of assets / income tax returns for that financial year. Each set of audited/unaudited consolidated financial statements / statement of assets delivered by the Obligor(s) to the Lender shall be certified as fairly representing its financial condition as on the date such financial statements or statement of assets (as the case may be) were drawn up.
- 10.2 The Obligor(s) shall supply to the Lender (a) promptly upon becoming aware, the details of any litigation, arbitration or administrative proceedings which are current, threatened or pending against any Obligor(s), and which might, if adversely determined, have a Material Adverse Effect; and (b) promptly, such further information regarding the financial condition, business and operation including periodic progress reports of any Obligor(s) as the Lender may reasonably request.
- 10.3 The Obligor(s) shall notify the Lender of any default (and the steps, if any, being taken to remedy it) promptly upon becoming aware of its occurrence. Promptly upon a request by the Lender, the Obligor(s) shall supply to the Lender a certificate certifying that no default is continuing (or if a default is continuing, specifying the default and the steps, if any, being taken to remedy it).
- 10.4 The Borrower(s) undertake to forthwith provide, and/or cause the Obligor(s) to forthwith provide, to the Lender all the documents and information as may be required in terms of the Know Your Customer guidelines issued under any applicable laws and keep the same updated at all times during the validity of the Loan Documents.
- 10.6 The Borrower(s) undertakes that the Borrower(s) shall notify the Lender in writing about any change in the employment, business or profession well in advance.
11. The undertakings in this Clause shall remain in force till any amount is outstanding under the Loan Documents.

11.1 The Borrower(s) shall, and/or shall cause the Obligor(s) to, promptly obtain, comply with and do all that is necessary to maintain in full force and effect any authorisation(s) to enable the Obligor(s) to perform its/their obligations under the Loan Documents and to ensure the legality, validity, enforceability and/or admissibility in evidence of the Loan Documents. The Obligor(s) shall promptly hand over copies of such authorisation(s) to the Lender.

11.2 The Obligor(s) shall comply in all respects with all applicable laws to which it/they may be subject.

11.3 The Borrower(s) shall not and shall ensure that the Obligor(s) do not, without the prior written consent of the Lender:

- (a) create or permit to subsist any security/negative lien/encumbrance over any of its/their assets including assets comprising the Security;
- (b) enter into/approve/make application for any amalgamation, reorganization, demerger, merger, scheme of arrangement and/or corporate reconstruction of any of the Obligor(s);
- (c) make any investments or avail any loans, grant any credit (save in the ordinary course of business) or give any guarantee or indemnity (except as required under any of the Loan Documents) to or for the benefit of any person or otherwise voluntarily assume any liability, whether actual or contingent, in respect of any obligation of any person;
- (d) enter into, undertake or participate in any share, securities or subordinated debt buy-back, cancellation or redemption programme of the Obligor(s);
- (e) issue/allot, or grant any person any right to call for the issue or allotment of, any shares/securities in the Obligor(s);
- (f) change its/ their business or undertake any new business;
- (g) effect any significant change in its/ their debt-equity ratio;
- (h) alter its/ their constitutional/ charter documents; or
- (i) effect any change in its/their share holding pattern, share capital, profit-sharing and/or change in the management/control/partner(s)/proprietor(s)
- (j) change the usage of the Said Properties (or any part thereof).
- (k) amalgamate or merge the Said Properties (or any part thereof) forming part of the Security with any of his other property or any other adjacent property or create any right of way or any other easement in relation to the Said Properties (or any part thereof) forming part of the Security.
- (l) leave India for employment or business or for long term stay abroad without making the payment/repayment of the entire Loan together with the Borrower's Dues. The decision whether the stay is long term shall be decided solely by the Lender.

11.4 Notwithstanding anything to the contrary:

(a) The construction of the Said Properties shall be completed by the Borrower(s) within two years from the first Date of Disbursement and the Borrower(s) shall furnish evidence in relation thereto to the satisfaction of the Lender.

(b) In the event of failure by the Borrower(s) to complete and/or cause the completion of the construction of the Said Properties within the aforesaid period of two years, the Lender shall be entitled to reset/revise the Interest Rate(s) at its sole discretion and the Borrower(s) undertake(s) to pay such revised/reset Interest Rate(s) on the outstanding Loan to the Lender without any delay or protest.

(c) In the event of failure by the Borrower(s) to complete and/or cause the completion of the construction of the Said Properties, within a period of three years from the first Date of Disbursement, the Lender shall classify the outstanding Loan as a non-housing/non-home loan and consequent to such classification, the outstanding Loan and the Borrower's Dues shall be subject to (at the discretion of the Lender) such terms and conditions (specified by the Lender) as may be applicable to non-housing/non-home loan disbursed by the Lender.

11.5 The Borrower(s) agrees that the Lender or any person authorized by it shall have free access to the Said Properties (or any part thereof) for the purpose of inspection and supervision of the progress of construction and the books of accounts of the Borrower(s) to ensure the correct utilization of the Loan proceeds.

11.6 The Obligor(s) (in case of a company) shall not induct/appoint any person as a director on its board of directors, whose name appears in the list of wilful defaulters (as published/prepared by any regulator/statutory body viz. Reserve Bank of India/other regulator(s)) and in case any director of the Obligor(s) is declared as a wilful defaulter, the Obligor(s) shall forthwith take expeditious and effective steps for removal of such director from its board of directors and forthwith inform about the same to the Lender.

11.7 The Borrower(s) undertake to and the Borrower(s) shall cause the mortgagor(s), if any, to disclose, in all advertisements, pamphlets, brochures etc., in relation to the mortgaged properties, if any, mortgaged in favour of the Lender and/or any constructed portion thereon, the following information viz.:

11.8 the name of the Lender and any other lenders (if any) in whose favour the Security of the mortgaged properties has been created by the Borrower(s) and/or the mortgagor(s) from time to time;

11.8.1 the fact that the mortgaged properties and/or any constructed portion thereon is mortgaged in favour of the Lender and/or other lenders (if any);

11.8.2 a statement that the Borrower(s) and/or the mortgagor(s) shall provide a no-objection certificate (NOC)/permission of the Lender and other lenders (if any) for the sale of any land, constructed portion, flats and/or units, forming part of the mortgaged properties; and

11.8.3 any other information that may be required to be furnished in accordance with any applicable law, rule, regulation or guidelines of the concerned authorities, from time to time.

Further the Borrower(s) and/or the mortgagor(s) shall also append or cause to be appended to such advertisement, all the information relating to the Security of the mortgaged properties that may be required to be furnished in accordance with any applicable law, rule, regulation or guidelines of the concerned authorities, from time to time.

## 12. EVENTS OF DEFAULT

12.1 Each of the events or circumstances set out herein is an Event of Default.

### (a) Non-payment

The Borrower(s) do not pay by the Due Date(s) the Borrower's Dues (or part thereof) and/or any amount payable pursuant to a Loan Document.

### (b) Unlawful Purpose

The Borrower(s) apply and/or utilize the Loan (a) for such purposes which are not permitted under the Loan Documents and/or (b) for any purpose which is considered and/or deemed to be unlawful, illegal or contravene the provisions of any applicable laws, rules and regulations.

### (c) Other obligations

The Obligor(s) commit or threaten to commit any other breach/default of any provision(s) of the Loan Documents including failure to create Security or execute/provide any documents to the Lender as may be required.

### (d) Misrepresentation

Any representation or statement made or repeated by the Obligor(s) in the Loan application, Loan Documents or any other document delivered by or on behalf of the Obligor(s) under or in connection with any Loan Documents is incorrect or misleading in any respect when made or repeated. Further, if there is any suppression of facts by the Obligor(s) in the Loan application, Loan Documents or any other document delivered by or on behalf of the Obligor(s) under or in connection with any Loan Documents.

### (e) Unlawfulness

It is or becomes unlawful for the Obligor(s) to perform any of its obligations under the Loan Documents.

### (f) Repudiation

The Obligor(s) repudiates any of the Loan Documents or in the opinion of the Lender, the Obligor(s) have an intention to repudiate any of the Loan Documents.

### (g) Government Intervention

By or under the authority/order of any government/court or otherwise: (i) the management of the Obligor(s) is wholly or partially displaced or the authority of the Obligor(s) in the conduct of its business is wholly or partially curtailed; or (ii) all or a majority of the issued shares of the Obligor(s) or the whole or any part of its/their revenues or assets is seized, nationalized, expropriated or compulsorily acquired; or (iii) if any attachment, distress, execution or other process against the Obligor(s), or any of its properties is enforced or levied upon.

### (h) Material Adverse Change

Any event or circumstance occurs which the Lender believes is likely to have a Material Adverse Effect or if any circumstance or event occurs which in the opinion of the Lender, would or is likely to prejudicially or adversely affect in any manner, the ability/ capacity of the Obligor(s) to perform or comply with its/their obligations under the Loan Documents and/or to pay/repay the Borrower's Dues or any part thereof.

### (i) Others

i. If there is any deterioration or impairment of the Security or any part thereof, or there is an event or circumstance which is likely to prejudice, impair and/or imperil the Security, and which causes the Security created in favour of the Lender (in the judgment of the Lender) to become unsatisfactory as to character or value and the Borrower(s) fail to provide additional Security;

If there is a failure in business, commission of an act of bankruptcy, general assignment for the benefit of creditors, if any Obligor(s) suspend or default in making payment to any creditors / other lenders or threatens to do so, any petition in bankruptcy of, by, or against the Obligor(s) is filed or any petition for winding up of the Obligor(s) is filed and not withdrawn within thirty (30) days of being filed;

ii. If the Obligor(s) is/are unable to pay its/their debts (whether within the meaning of applicable laws or otherwise) or if a liquidator, or receiver is appointed in respect of any property or estate of the Obligor(s);

iii. If the Obligor(s) ceases or threatens to cease or carry on its/their business or if the Obligor(s) cease to be in lawful employment or if, in the opinion of the Lender, the Obligor(s) income/revenues/remuneration has become or is likely to become inadequate or if any Obligor(s) dies or if any Obligor(s) becomes mentally

unsound or if any Obligor(s) is imprisoned;

iv. If it is certified by a firm of accountants appointed by the Lender (which the Lender is entitled and hereby authorised to so appoint at any time) that the liabilities of the Obligor(s) exceed the Obligor(s)' assets;

v. If the Obligor(s), without prior written consent of the Lender, sell, transfer, encumber, assign, convey, grant, deal with and/or dispose of its assets including Security (or any part thereof) and/or attempt or purport to do any of the aforesaid;

vi. If the management ceases to enjoy the confidence of the Lender for any reason whatsoever; or

vii. If any two persons amongst the Borrower(s) or Co-Borrower(s) who are married to each other are divorced.

viii. If any of the foregoing events occur in relation to any third party which now or hereafter has guaranteed or provided Security for or given any indemnity in respect of any money obligation or liability hereby secured.

12.2 On and at any time after the occurrence of an Event of Default, Lender may, with or without any notice to any of the Obligor(s) and with or without the intervention of the court/arbitrator, (i) cancel/recall the Loan whereupon the Borrower's Dues shall become immediately repayable/payable by the Obligor(s); and/or (ii) initiate/exercise any or all of its rights, actions, remedies and powers under the Loan Documents and/or applicable laws (including issuance of show-cause notice(s) to the Obligor(s) and for making submissions before the relevant committee of the Lender); and/or (iii) enforce, sell, invoke, deliver, deal with, take possession, convey, transfer, assign, lease, sub-lease, encumber and/or dispose of in any manner (including by private treaty and/or auction), on such terms and conditions including the sale/transfer price of the Security or any part/unit thereof as deemed fit by the Lender, any/all/part of the Security including the guarantees, and/or do such other things in relation to and/or with respect to the Security (any part thereof) which may be permitted under law. If the net sum realized through the enforcement/sale/ transfer of Security is insufficient to cover the Borrower's Dues, then without prejudice to the other rights and remedies of the Lender under the Loan Documents and/or in law, the Obligor(s) agree and undertake to pay to the Lender forthwith at the Lender's demand such amount as will make up the shortfall. The decision made by the Lender with respect to any matter under the Loan Documents shall be final and binding on the Obligor(s).

12.3 If any Event of Default or any event which, after the notice or lapse of time or both would constitute an Event of Default shall have happened, the Borrower(s) shall forthwith give the Lender notice thereof in writing specifying such Event of Default, or such event. The Borrower(s) shall also promptly inform the Lender if and when any statutory notice of winding-up under the provisions of the applicable laws or of any suit or legal process intended to be filed / initiated against the Obligor(s) is received by the Obligor(s). On the question whether any of the above events/circumstances has occurred/ happened, the decision of the Lender shall be final, conclusive and binding on the Borrower(s). However, the Lender will act in a reasonable manner while exercising any such discretion given to the Lender under this Agreement. The rights, powers and remedies given to the Lender by this Agreement shall be in addition to all rights, powers and remedies given to the Lender by virtue of any other security, statute or rule of law. The Lender may exercise a lender's lien or right of set-off with respect to any obligation of the Borrower(s) to the Lender and shall have a lien on all property or securities of the Borrower(s) in the Lender's possession or custody whether for safe-keeping or otherwise. Without prejudice to what is stated hereinabove, the Parties hereby expressly agree and confirm that in the event of the Borrower(s) failing to pay the Borrower's Dues or on happening of an Event of Default, in addition to any general or specific lien to which the Lender may be entitled by law, the Lender shall, without prejudice to any of its specific rights under the Loan Documents, be at liberty to apply any other money or amounts standing to the credit of the Borrower(s) in any account with the Lender in or towards repayment of the Borrower's Dues, without any notice to the Borrower(s). In case of any deficit/shortfall, the deficit/shortfall amount may be recovered by the Lender from the Borrower(s). Notwithstanding anything to the contrary in any Loan Documents, the Borrower(s) hereby agree and hereby authorise(s) give(s) its/their consent, the Lender, and the Borrower(s) shall cause the other Obligor(s) to agree and authorise/give their consent to the Lender, that (a) the Lender shall be entitled to disclose/share any information relating to the Loan, the Security, the Loan Documents, the credit information and/or any other related/relevant information of the Obligor(s) (including default by the Obligor(s)) to the Reserve Bank of India, credit information company (e.g. CIBIL and/or other similar entities), credit rating agencies, statutory/regulatory/judicial/quasi-judicial authorities/bodies, statutory auditors, the Lender's banks/financial institutions and other persons/bodies pursuant to/in connection with/under, inter alia, any law, regulations, guidelines and/or circulars, legal proceedings, audit, credit rating / gradings, the provisions of the Loan Documents and/or in the ordinary course of the Lender's business; (b) in case any of the Obligor(s) commit(s) default in the payment/repayment of the Borrower's Dues (or part thereof) and/or upon occurrence of an Event of Default under the Loan Documents, the Lender, the Reserve Bank of India, any other regulator and/or credit information company will have an unqualified right to disclose or publish the name(s) of the Obligor(s) and its/their partners, promoters and/or directors as defaulter(s) in such manner and through such medium as the Lender, the Reserve Bank of India, any other regulator and/or the credit information company in their absolute discretion may think fit; and/or (c) the Lender and/or the Relevant Entities shall be entitled to use/utilize the credit information and the other related/relevant information of the Obligor(s) for the purposes of or in connection with the ordinary course of the Lender's and/or the Relevant Entities' business including for the Loan/future loan(s) and the other products/services, if any, to be obtained by any of the Obligor(s) and for marketing or promotion of such services/products.

13. Notwithstanding anything to the contrary in the Loan Documents, the Parties agree that, without any approval of or notice to any of the Obligor(s), the Lender shall be entitled to sell, securitize, transfer, encumber and/or assign any/all of its rights and obligations (including the Borrower's Dues/Loan or any part thereof with or without any Security) under the Loan Documents to any person(s)/entity and on such terms and conditions as the Lender, in its sole and absolute discretion deems fit. The Borrower(s) shall not and/or the Borrower(s) shall cause the Obligor(s) not to, assign or transfer any of its/their rights or obligations under the Loan Documents.

14. Payment shall be made in such manner as indicated in the Loan Documents, unless otherwise specified by the Lender. Notwithstanding anything to the contrary, at the discretion of the Lender, any proceeds/receivables realized/generated from the Security (or any part thereof) and/or any amount paid by the Obligor(s) under the Loan Documents shall be adjusted/appropriated firstly, towards the charges/fees payable under the Loan Documents to the Lender and cost and expenses incurred by the Lender, secondly, towards interest and default interest, thirdly, towards prepayment charges and/or foreclosure charges/premium and other amounts forming part of the Borrower's Dues, and balance, if any, towards the outstanding principal amount of the Loan. All payments to be made by the Obligor(s) under the Loan Documents shall be calculated and be made without (and free and clear of any deduction except for income tax deducted at source) set-off or counterclaim. Notwithstanding anything contained in the Loan Documents, the Lender shall have a lien over all the assets/securities of the Obligor(s) in the Lender's control and a right of set-off against any moneys due from the Lender to the Obligor(s) if any, and to combine all accounts of the Obligor(s) for recovery of the Borrower's Dues. The Lender has agreed to enter into this transaction on the condition that the Obligor(s) agree to the right of the Lender to set off against the amount lying in deposit/in account/in possession with the Lender for the recovery of the Borrower's Dues and/or enforce the Security in any manner.

15. Notwithstanding anything to the contrary contained in any agreement(s), the Obligor(s) expressly accept and agree that if a breach/default/an event of default occurs under any agreement(s) (including the Loan Documents) between (a) the Obligor(s) and/or any group entity(ies)/associate/ affiliate of the Obligor(s) ("Obligor(s) Group") and (b) the Lender and/or any of the Relevant Entities, then such a breach/default/ event of default under such agreement(s) shall also be an Event of Default under the Loan Documents and *vice versa* and then in such an event, the Lender and/or any of the Relevant Entities, as the case may be, shall, without prejudice to any of its/their specific rights under each of the agreements, be absolutely entitled to exercise all or any of its/their rights (including Loan recall) under any of such agreements (including the Loan Documents) at the sole discretion of the Lender and/or the Relevant Entities.

Notwithstanding anything to the contrary in the Loan Documents or in any other agreement(s) executed between Obligor(s) Group and the Lender and/or any of the Relevant Entities, the Obligor(s) hereby irrevocably agree that all the security created/to be created in favour of the Relevant Entities shall also constitute Security for the Borrower's Dues under the Loan Documents and the Lender is irrevocably authorized to take possession, sell, dispose of or deal with such Security (including proceeds thereof) in any manner towards satisfaction of (i) the Borrower's Dues and / or (ii) any amounts payable by the Obligor(s) Group to the Relevant Entities. The provisions relating to Security under the Loan Documents shall *mutatis mutandis* apply to such security created in favour of Relevant Entities (including execution of the Security Documents and requisite filings with the appropriate authorities). In the event any Relevant Entities initiates any enforcement action against the security created in its favour by any of the Obligor(s) Group and there are surplus proceeds from such enforcement, the said surplus proceeds may be utilized towards the satisfaction of the Borrower's Dues. Furthermore, if any loan/ credit facility obtained from any Relevant Entities by any of the Obligor(s) Group are paid/ repaid or required to be paid/ repaid in full by such Obligor(s) Group for any reason whatsoever, the Obligor(s) shall, if so required by the Lender, also forthwith repay/prepay the Loan/ Borrower's Dues under the Loan Documents.

16. Any communication and/or document(s) to be made or delivered under or in connection with or pursuant to the Loan Documents and/or applicable laws shall be made or delivered, unless otherwise stated, by fax, email, physical letter/document(s) or in any other electronic/digital form. The address, email address, phone and fax number (and the department or officer/person, if any, for whose attention the communication is to be made) of each Party for any communication and/or document(s) to be made or delivered under or in connection with or pursuant to the Loan Documents and/or applicable laws is, in case of the Borrower(s) and/or the Obligor(s), mentioned in **Schedule I** of this Agreement:

**In the case of the Lender:**

**Address** : M-62 & 63, First Floor, Connaught Place, New Delhi - 110 001

**Phone** :

**Fax** :

**Email** :

**Attention of** : Company Secretary

or any substitute address, email address, phone, fax number or department or officer or person as a Party may notify to the other Party by not less than three (03) days' notice. Any communication or document(s) made or delivered by a Party to another Party under or in connection with the Loan Documents and/or applicable laws will only be effective: (a) if by way of fax, email or in any other electronic/digital form, when received/delivered in legible form; or (b) if by way of physical

letter/document(s), when it has been delivered to the addressee(s) or left at the relevant address or three (03) days after being sent by the registered post, speed post or courier, and if a particular department or officer/person is specified as part of its address details provided as aforesaid, if addressed to that department or officer/person. Any communication or document(s) to be made or delivered to the Lender will be effective only when actually received by the Lender and then only if it is expressly marked for the attention of the department or officer identified with the Lender's signature below (or any substitute department or officer as the Lender shall specify for this purpose). Any communication or document(s) made or delivered to the Borrower(s) and/or the Obligor(s) in accordance with this Clause will be deemed to have been made or delivered to it. Any notice/communication given under or in connection with or pursuant to any Loan Documents and/or applicable laws must be in English. All other documents provided under or in connection with any of the Loan Documents must be in English. Notwithstanding anything to the contrary, any notice to the Borrower(s) or to any of the other Obligor(s) by the Lender shall be deemed to be a notice to all the Obligor(s) (under this Agreement and/or other Loan Documents) and the Parties hereto specifically agree that a notice of one (01) day by the Lender shall be a reasonable notice to the Obligor(s) for the purposes of, *inter alia*, exercising any of the rights and remedies by the Lender as mentioned in the Loan Documents and/or under law.

17. Notwithstanding to the contrary, the Lender shall not be liable for loss, destruction or damage of loan documents (including but not limited to security documents, title deeds etc. in relation to the Said Properties), in events of force majeure which shall include, but will not be limited to fire, earthquakes, floods or such other extreme weather or environmental conditions, unanticipated geological or ground conditions, other natural calamities and acts of God, explosion, accident, breakage of a plant or equipment, structural collapse, or chemical contamination acts of war (whether declared or undeclared), invasion, acts of terrorists, blockade, embargo, riot, public disorder, violent demonstrations, insurrection, rebellion, civil commotion and sabotage.

18. In any matter, litigation, arbitration or other proceedings arising out of or in connection with any of the Loan Documents, the entries made in the accounts maintained by the Lender shall be the *prima facie* evidence of the matters to which they relate. Any certification or determination by the Lender of a rate or amount under any of the Loan Documents is, in the absence of manifest error, conclusive evidence of the matters to which it relates.

19. If, at any time, any provision of the Loan Documents is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions nor the legality, validity or enforceability of such provision under the law of any other jurisdiction will in any way be affected or impaired.

20. No failure to exercise, nor any delay in exercising, on the part of the Lender, any right or remedy under the Loan Documents shall operate as a waiver, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise or the exercise of any other right or remedy. The rights and remedies provided in this Agreement are cumulative and not exclusive of any rights or remedies provided by law.

21. Any term of the Loan Documents may be amended only with the consent of the Lender and any such amendment will be binding on all the Obligor(s). Further, notwithstanding anything to the contrary in any provisions of this Loan Agreement and/or the other Loan Documents (it is clarified that in case of any inconsistency, this provision will override all such provisions), the Lender shall be entitled to restructure/reschedule the Loan, the Borrower's Dues and terms and conditions thereof at its sole discretion, from time to time, without any approval/intimation to the Obligor(s). Any term of the Loan Documents may be waived only with the consent of the Lender and any such waiver will be binding on all Parties.

22. Each of the Loan Documents may be executed in any number of counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of the Loan Document.

23. The Loan Documents shall be governed by Indian laws and the courts at New Delhi shall have exclusive jurisdiction relating to any matter/issue under or pursuant to the Loan Documents. Provided that such exclusivity shall not bind the Lender and the Lender shall be entitled to initiate proceedings in relation to the Loan Documents before any competent forum. Notwithstanding anything to the contrary,

(a) if any dispute/disagreement/differences ("**Dispute**") arise between the Parties (including any Obligor(s)) during the subsistence of the Loan Documents and/or thereafter, in connection with, *inter alia*, the validity, interpretation, implementation and/or alleged breach of any provision of the Loan Documents, jurisdiction or existence/appointment of the arbitrator or of any nature whatsoever, then, the Dispute shall be referred to a sole arbitrator who shall be appointed by the Lender only. It is expressly agreed that in any circumstance, the appointment of the sole arbitrator as aforesaid shall be and shall always be deemed to be the sole means for securing the appointment/nomination of the sole arbitrator, without recourse to any other alternative mode of appointment of the sole arbitrator. The seat of the arbitration shall be New Delhi and the arbitration proceedings shall be governed by the Arbitration & Conciliation Act, 1996 (or any statutory re-enactment thereof, for the time being in force) and shall be in the English language. The award shall be binding on the Parties subject to the applicable laws in force and the award shall be enforceable in any competent court of law;

(b) the Lender shall, however, be entitled to initiate action and/or proceed under the Securitization and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 (including any statutory modification, amendment or re-enactment thereof for the time being in force and as may be enacted from time to time) and rules made thereunder, if applicable.

24. Notwithstanding anything to the contrary contained in any Loan Documents, pursuant to any guidelines/directive/notification/law, the Lender may at any time alter / modify/delete any provisions of the Loan Documents (such as change in disbursement schedule, interest rate(s), service charges, prepayment/foreclosure rates, etc.) and such alteration/modification/deletion made by the Lender shall be binding on the Obligor(s).

25. The Obligor(s) agree not to distribute or disclose any information(s) related/connected with the Loan Documents to any person, without the prior written consent of the Lender. The Lender shall, however, not be held responsible or liable in any manner for any non-compliance of any law/regulations/circulars/ stock exchange listing agreement(s), etc. by the Obligor(s).

26. The Borrower(s) agree(s) and undertake(s) to, and shall cause the Obligor(s) to, forthwith comply with all additional conditions, if any, specified in Schedule I hereunder and/or in the other Loan Documents.

**SCHEDULE I**

S.No.	Items	Information to be Inserted
1.	<b>Date of the Agreement</b>	
2.	<b>Loan</b>	Upto Rs. _____/- (Rupees _____ only).
3.	<b>Tenure of the Loan ("Tenure")</b>	_____ ( _____ ) months from the Date of Disbursement of the Loan or any part thereof, whichever is earlier, under this Agreement, unless otherwise specified by the Lender as per the terms of the Loan Documents.
4.	<b>Interest Rate(s) ("Interest Rate(s)")</b>	Subject to the other provisions of the Agreement: The Interest Rate(s) shall be _____ % ( _____ percent per annum. <b>OR</b> Subject to the other provisions of the Agreement : the Interest Rate(s) per annum shall be at par with the prevailing _____ Rate (per annum ) (" <b>Benchmark Rate</b> ") as declared by Indiabulls Housing Finance Limited (or any successor(s) thereof) from time to time less/plus _____ ( _____ ) basis points (i.e. the spread(s)). It is clarified that the current Benchmark Rate is ____% ( _____-percent) per annum and therefore, the current applicable Interest Rate is _____% ( _____percent) per annum. <b>OR</b> Subject to the other provisions of the Agreement :  (i) during the initial _____ ( _____ ) months of the Tenure of the Loan ("Initial Period"), the Interest Rate(s) shall be _____ ( _____ ) percent per annum;  (ii) for the period commencing from expiry of the Initial Period till the Borrower's Dues is paid/repaid to the lender, the Interest Rate(s) per annum shall be at par with the prevailing _____ Rate (per annum) of M/s. Indiabulls _____ Limited (or any successor(s) thereof) from time to time less/ plus _____ ( _____ ) basis points (i.e. the spread(s)).
5.	<b>Processing Fees</b>	As mentioned in the Sanction Letter dated _____
6.	<b>Borrower(s)</b>	Name : Constitution : Age (if applicable) : Father's name (if applicable) : Address/Registered Office Address : Corporate Identity Number (if applicable) : Permanent Account Number :
7.	<b>Co-Borrower(s)</b>	Name : Constitution : Age (if applicable) : Father's name (if applicable) : Address/Registered Office Address : Corporate Identity Number (if applicable) : Permanent Account Number :
8.	<b>Guarantor(s)</b>	Name : Constitution : Age (if applicable) : Father's name (if applicable) : Address/Registered Office Address : Corporate Identity Number (if applicable) : Permanent Account Number :
9.	<b>Hypothecator(s)</b>	Name : Constitution : Age (if applicable) : Father's name (if applicable) : Address/Registered Office Address : Corporate Identity Number (if applicable) : Permanent Account Number :
10.	<b>Security</b>	As mentioned in the Loan Documents including this Agreement and such other Security and additional Security as the Lender may require from time to time in terms of the provisions of the Loan Documents.
11.	<b>Prepayment / Foreclosure Charges</b>	In case any prepayment/foreclosure of the Loan or any part thereof is made by the Borrower(s) at any time: (a) during the initial ____ months of the Tenure of the Loan, then the Borrower(s) shall be liable to forthwith pay to the Lender a prepayment / foreclosure charge /penalty of ____% ( ____ percent) of the amount prepaid/foreclosed plus applicable taxes; and (b) after the completion of the initial ____ months of the Tenure of the Loan, then the Borrower(s) shall be liable to forthwith pay to the Lender a prepayment / foreclosure charge /penalty of ____% ( ____ percent) of the amount prepaid/foreclosed plus applicable taxes. (i) Provided that if during any period of 365 days (or 366 days if February 29 falls during the said period), the aggregate amount prepaid by the Borrower(s) does not exceeds 25% of the principal outstanding on the first day of the said period (prior to any amount prepaid on the first day of the said period), then the Borrower(s) shall not be liable to pay any prepayment/foreclosure charge / penalty on the amount prepaid during this period. It is further clarified that sub-clause (i) above shall be applicable only if there is no instance of any default or breach of any provision of the Loan Documents including any delay or default in making payment on the due date(s) under the Loan Documents.

12.	<b>Payment Dishonor Charges payable by the Borrower(s)</b>	Rs. _____/- per instance of dishonor
13.	<b>Default Interest Rate</b>	2% (two percent) per month.
14.	<b>Notices</b>	<b>In the case of the Borrower(s) and/or the Obligor(s):</b> <b>Address :</b> <b>Phone :</b> <b>Fax :</b> <b>Email address :</b> <b>Attention of :</b>
15.	<b>Place of Execution</b>	
16.	<b>Additional Condition(s)</b>	(I) In case the Purpose is construction / repair / improvement etc. of a property : The Borrower(s) agrees that the Lender shall disburse the Loan (or any part thereof) only after the construction/improvement work has commenced on the property, and the proof thereof (to the satisfaction of the Lender) has been furnished to the Lender by the Borrower(s). Further, the Lender shall also be entitled to verify the authenticity of such proof prior to disbursement of the Loan (or any part thereof). The disbursement of the Loan shall be in stages as per the progress of the construction/improvement work and as prescribed in terms of the internal guidelines of the Lender, as applicable from time to time.

**SCHEDULE II**

Subject to the provisions of the Loan Documents, the Payment/Repayment Schedule has been more particularly mentioned and enclosed herewith in Annexure I;

**SCHEDULE III**  
**SAID PROPERTIES**

1. All that pieces or parcels of land/properties as under together with all the present and/or future structures, buildings, furniture, fixtures, fittings, standing and/or plant and machinery installed/ to be installed and/or constructed/to be constructed thereon and all the present and/or future rights, title and/or interests of \_\_\_\_\_ therein

\_\_\_\_\_

IN WITNESS WHEREOF, the Parties have affixed their signatures hereunto to this Agreement on the date mentioned in Schedule I of this Agreement.

**Signed and delivered by the BORROWER(S):**

(Name: \_\_\_\_\_)

**Signed and delivered by the LENDER:**

For Indiabulls \_\_\_\_\_

**Authorised Signatory**

**Name :**

Date \_\_\_\_\_

To,  
**Indiabulls Housing Finance Limited**  
**M-62&63, First Floor, Connaught Place,**  
**New Delhi-110001**

**Subject: Letter of Acknowledgment cum Confirmation**  
**Reference – Loan Application Number - \_\_\_\_\_**

Dear Sir/ Madam,

I/We hereby acknowledge and confirm that I/We have received the copy of the Loan Agreement and Sanction Letter relating to the Loan.

I/We hereby confirm, affirm and declare that I/We have understood all the terms and conditions of the Loan agreement (including the details mentioned in the Schedules) and the Loan Documents, which have been explained to me/us in the language that I/We understand.

**Signature of the Borrower(s)**

\_\_\_\_\_

I have handed over the copy of the Loan Agreement to the Borrowers and also explained the terms and conditions of the Loan agreement to the Borrowers

**Signature of Indiabulls Employee**  
**Name of the Employee –**  
**SAP ID -**

X \_\_\_\_\_



**Helpline: 1800-572-7777**

**SMS: 'HOME' to 56677**

**E-mail : [homeloans@indiabulls.com](mailto:homeloans@indiabulls.com)**

**Website: [www.indiabullshomeloans.com](http://www.indiabullshomeloans.com)**

**IHFL**

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