

HOME LOAN TERMS AND CONDITIONS

1. Definitions

"Agreement"	means the Home Loan Agreement, security documents, the Sanction Letter, addendums, agreements, entered/to be entered into by Borrower(s)/guarantor(s) with or in favor of the Bank for the benefit of the Bank including this Terms and Conditions, and all other instruments, agreements, documents, deeds, undertakings, declarations, indemnities, papers and writings whatsoever (as amended, varied or supplemented from time to time).
"Application Form"	means and include application submitted in the prescribed form by the Borrower(s) to the Bank seeking Loan facility.
"Asset" or "Property"	means the immovable property more particularly described in the Schedule 2 of the Home Loan Agreement, on which mortgage is stipulated/ to be created in terms of the Sanction Letter and includes all properties which is given as collateral, in addition to the principal security.
"Additional / Collateral Security"	means the security / interest created over a property for the performance of the covenants hereunder, or the payment of Loan, in addition to the principal security.
"Bank"	means IndusInd Bank Limited and includes the Branch office mentioned in the Home Loan Agreement.
"Borrower"	<p>means one or more individual(s), a sole proprietorship concern, limited/unlimited Partnership firm, or a limited company executing the Home Loan Agreement as Borrower/Co-Borrower.</p> <p>In case when the Borrower is more than one individual, each one being deemed to have made the Agreement individually and all of them having agreed to liabilities hereunder jointly and severally and the term "Borrower" shall include his/her/their respective heirs, executors, administrators, legal representatives and permitted assigns.</p> <p>In case the Borrower is a sole proprietorship concern, the person whose name appears as the sole proprietor and the term Borrower shall include his/her/their respective heirs, executors, administrator, legal representatives and permitted assigns.</p> <p>In case the Borrower is a limited/unlimited partnership firm, the partners who are conducting their activities in partnership firm in the name and style as mentioned in the Agreement. The said firm together with its partners in their individual capacity hereinafter collectively referred to as the "Borrower" and shall include them and their survivors or survivor or partners or partner for the time being thereof and his/her/their respective heirs, executors, administrators, legal representatives and permitted assigns.</p> <p>In case the Borrower is a limited company, Directors of the Company or the persons authorized by the Company, who are conducting the activities of the company in the name and style as mentioned in the Agreement. The said Company together with its Directors in their individual capacity hereinafter collectively referred to as the "Borrower" and shall include its successors and administrators and permitted assigns subject to the provisions contained in the Companies Act.</p>
"Branch"	means the Branch of the Bank mentioned in the schedule 1 of the Home Loan Agreement and such other places where the Bank carries out banking business.
"Construction"	means and includes any development, extension, renovation, modification, repair, improvement, maintenance, new construction, re-construction or any activity for the Upkeep; Maintenance; and / or • Enhancement of the utility of the property.
"Dues"	means the installments payable by the borrower as per the terms of the Agreement read and includes Penal Charges, expenses, cheque bounce charges, outstation cheque charges, travel expenses, prepayment charges and other charges as may be applicable and levied from time to time and payable by the Borrower on its due date.
"Effective Date"	means the date of execution of the Home Loan Agreement.
Electronic Clearance Service mandate or ECS" (or) NACH (National Automated Clearing House) or any other similar modes	means the instruction given by the Borrower(s) to his Banker for the electronic transfer of funds in favour of the Bank, for the remittance of the EMI payable under the Agreement.

Equated Monthly Installment (EMI) / Installment"	means Equated Monthly Installment as specified in the Schedule 1 of the Home Loan Agreement necessary to amortize the Loan together with interest and other components if any, over the period of the Loan.
"Loan"	means loan facility upto a maximum principal amount as mentioned in the Sanction Letter and as mentioned in the Schedule-1 of the Home Loan Agreement on the terms and conditions contained in the Agreement.
"EBLR"	means EBLR refers to pricing of rupee based Loans on "External Benchmark based Lending Rate". Basis Loan tenure, Bank would be charging applicable EBLR + corresponding tenor premium and apply over and above that, a margin representing Credit Risk Premium and Business Strategy Spread (if the Loan is sanctioned on the basis of EBLR Rate). This reference rate is subject to change on the basis of the statutory guidelines announced by the Regulatory Authority and policies of the Bank from time to time and as may be applicable at the relevant point of time.
"Material Terms and Conditions"	means the material terms and conditions of the Agreement, as more particularly set out in <u>Schedule 3 of Home Loan Agreement/ /Sanction Letter/Key Fact Statements.</u>
"Moratorium Period"	means the period between the first disbursement and the final disbursement and before the commencement of EMI. The tenure of the Loan includes the moratorium period.
"Mortgage"	means a specific charge created upon the Secured Asset, more fully described in the Schedule 2 of the Home Loan Agreement.
"Non Performing Asset" – NPA"	means any Loan including interest and /or principal installment remaining unpaid (overdue) for a period more than 90 days and / or categorized as NPA according to the guidelines issued by Reserve Bank of India from time to time.
"Penal Charges"	means the penal charges payable by the Borrower upon breach/non-compliance of the Material Terms and Conditions, as more particularly set out in <u>Schedule 3 of Home Loan Agreement/ /Sanction Letter/Key Fact Statements,</u> and as may be notified by the Bank to the Borrower from time to time or as updated on the Bank's website.
"Post Dated Cheques or PDC"	means Cheques for the amount of the Instalment drawn by the Borrower(s) were in favour of the Bank bearing the dates to match the due date of each Instalment towards repayment of EMI's and / or PEMI.
"Pre-Equated Monthly Installment Interest (PEMI)"	means the interest charged by the Bank from the date of disbursement of the Loan to the date immediately prior to the commencement of the EMI and the same is set out in the schedule 1 of the Home Loan Agreement.
"Prepayment or Foreclosure"	means the repayment of the entire Loan even before the maturity or otherwise than in accordance with the schedule 1 of the Home Loan repayment as per the terms and conditions contained herein for such prepayment/foreclosure together with such charges as may be prescribed by the Bank from time to time.
"Rate of Interest"	means the Rate of interest calculated / arrived by the Bank at the time of sanction of the Loan and during pendency of the Loan in accordance with the guidelines of Reserve Bank of India and/or policy of the Bank. The Interest shall be calculated on case to case basis as per the sanctioned terms as specified in the Schedule 1 of the Home Loan Agreement. The rate of interest shall be either fixed rate of interest or floating rate of interest and shall vary from time to time, depending on the policy of the Bank among other criteria. Provided further that rate of interest during the tenure of the Loan shall not drop below the minimum rate specified in sanction letter. In case of any extraordinary adverse drop in the rates due to economic scenario, the above mentioned spread would get revised accordingly.
"Repayment"	means repayment of the Principal amount of the Loan and interest thereon, including charges, premium, fees or other dues payable in terms of the Agreement to the Bank, and in particular includes amortization of such payment provided for in the Agreement. Explanation: Any repayment / payment of EMI shall be given effect to only when such payment has been realized and the proceeds have been credited to the Bank's account. The burden of proving such credit lies always with the Borrower(s).

"Sanction Letter"	means a letter issued by the Bank conveying the sanctioning of the Loan facility to the Borrower(s) and shall be read in terms of and in conjunction with the Agreement.
"Secured Asset"	means and includes both Asset/Property which was purchased / constructed / acquired out of the funds advanced by the Bank and the Collateral security offered for the Loan with all subsequent developments, additions and improvements to it till the settlement of the Loan.
"Secured Creditor"	means the Bank in whose favour security interest is created for due repayment by the Borrower of any financial assistance.
"Security Interest"	means right, title and interest of any kind whatsoever upon Asset, created in favour of secured creditor and includes any mortgage, charge, assignment other than those specified in Section 31 of SARFAESI Act 2002.
"Schedule"	means and includes Schedule 1 and Schedule 2 of the Home Loan Agreement.
"Tax"	means and includes all taxes payable by the Borrower or payable by the Bank on behalf of the Borrower to the Central or State Government including but not limited to Goods and Service Tax (GST), Value Added Tax, Sales Tax, Service Tax, Road Tax, Green Tax, Income Tax etc.

The expressions and meaning contained in "The General Clauses Act, 1897", shall apply wherever the terms and expressions are not specifically defined herein for the purpose of interpretation and /or for giving effect to All terms used in singular shall unless the context requires otherwise, include plural and a reference to one gender shall include all genders.

The Borrower(s) and the Co-Borrower(s) who have executed the Home Loan Agreement shall be jointly and severally liable for the repayment of Dues under the Agreement.

2. Security

- i. The Bank shall have the right to decide in its sole discretion, the mode of mortgage or creation of any other security/ additional security created /to be created by the Borrower for securing the Loan and all other amounts and the Borrower shall be bound to create, execute and register/ cause to execute and register such mortgage/security evidencing the same as may be required by the Bank.
- ii. Continuing Security: The security furnished by the Borrower to the Bank in connection with the Loan shall be in addition to and not in derogation of any other security, which the Bank may at any time hold in respect of the Borrower's dues and shall remain a continuing security to the Bank and the same shall be binding upon the Borrower and the same shall not be discharged unless the Loan and all other Dues of the Borrower under all Loan facility granted by the Bank is fully repaid to the satisfaction of the Bank and the Bank will issue a discharge of security in writing to the Borrower.
- iii. The Borrower(s) agrees to execute in favor of the Bank, all such documents and do all such acts, deeds, as may be appropriate and required to protect the interest of the Bank in relation to the securities offered to the Loan. All costs incurred by the Bank for preservation of Borrower's assets including the Property shall be reimbursed by the Borrower.
- iv. The Borrower(s) understand, agree and undertake for creation/registration of charge or security interest on the Asset/Collateral Asset against which Loan was provided by the Bank with Central Registry of Securitisation Asset Reconstruction and Security Interest of India (CERSAI) or Registrar of Companies (ROC) as may be applicable.

3. Interest and Bank Charges

- i. Fixed Rate: In the event the Borrower opts for fixed rate of interest offered by the Bank, the rate of interest applicable to the Loan is as given in the schedule 1 of the Home Loan Agreement and such rate will be the minimum rate payable on this Loan. This rate of interest will, normally remain constant throughout the tenure of this agreement. The Bank however, in exceptional and certain conditions, namely (i) if the spread between the fixed rate interest as given in the schedule 1 of the Home Loan Agreement or as levied from time to time drop to 2% or below; in comparison with the maximum domestic term deposit rate announced by the Bank to its general depositors from time to time and/or (ii) in case of extraordinary changes in the money market and/or (iii) in case of extraordinary changes in the economic scenario, vary and change & enhance the rate of interest, by giving notice to the borrower. Thereafter, the rate of interest varied as aforesaid shall be applicable to the Loan. The Bank will be the sole judge to determine whether such conditions exist or not. If the Borrower is not agreeable to the revised rate, he / she / they / it shall request the Bank to terminate the Loan contract and shall forthwith, in lump-sum, pay all the amounts due along with interest; cost & charges to the Bank in full in accordance with the terms of the Agreement.

OR

- ii. Floating / Adjustable Rate: In the event the Borrower opts for floating rate of interest offered by the Bank, the rate of interest applicable to the Loan is as given in the schedule – 1 of the Home Loan Agreement. The adjustable rate will be based on the External Benchmark Lending Rate (EBLR) as announced by the Bank from time to time as applicable for adjustable interest Loan accounts.

Such rate of interest will be reviewed on a monthly or quarterly or annually or at such other intervals as per the policy of the Bank laid down from time to time for determining the EBLR or in case of unforeseen or extra ordinary changes in money market conditions, the Bank at its sole discretion can call back re-price the Loan suitably and prospectively. Thereafter, the rate of interest varied as aforesaid shall be applicable to the Loan. The Bank has the sole discretion to determine whether such conditions exist or not. In event of change in rate of interest during the tenure of the Loan, the Bank shall be revising (either increase or decrease) the Loan tenure without revising the EMI payable. In some circumstances, the Bank at its sole discretion may revise the EMI payable or tenure or both.

- iii. Periodicity of Interest Rest: The interest will be applied at the rate as mentioned in the Sanction Letter with diminishing balance or such other rests as per the Bank / Reserve Bank of India Policy applicable from time to time. If the borrower fails to pay the interest on due date/(s), then the Penal Charges, as more particularly specified in Schedule 3 of **Home Loan Agreement/ Key Fact Statements** shall be payable by the Borrower. The Bank at its sole discretion, can change and vary the periodicity of interest (rest) as per the Bank's policy and/or Reserve Bank of India policy from time to time.
- iv. Tax on Interest: The Borrower shall reimburse to the Bank such amount as may have been paid or be payable by the Bank to the Central or State Government on account of any tax including Good & Service Tax (GST) and/or Cess levied on interest on the Loan.
- v. Change of rate of interest: In the event the Bank revises the rate of interest prior to the disbursement of the Loan amount, in full or in part, the rate so increased shall be applicable to the entire Loan amount forthwith from the date of such revision of rate of interest.
- vi. Penal Charges: Without prejudice to the Bank's rights and remedies under the Agreement, and/or against the Borrower and/or available to it under law, if the Borrower breaches or does not comply with any of the Material Terms and Conditions of the Agreement, the Bank shall be entitled to charge and the Borrower shall be liable to pay Penal Charges as stipulated in the Schedule 3 or as may be revised under the Bank's policy applicable and notified by the Bank to the Borrower, from time to time, as and when demanded by the Bank immediately without any demur or delay and for such period as the irregularity or breach continues or for such time as the Bank may decide it necessary.
- vii. Computation of Interest: The Base Rate/ 1 year EBLR rate + corresponding tenor premium is as mentioned in Schedule-I of the Agreement. The customer IRR has been fixed above this rate by applying a suitable margin representing Credit Risk Premium and Business Strategy Spread, as may be applicable.

This reference rate is subject to change on the basis of the statutory guidelines announced by the Regulatory Authority and policies of the Bank from time to time and as may be applicable at the relevant point of time. The Borrower confirms and accepts that the Bank shall apply the reference rate on the basis of the regulatory guidelines, as may be applicable from time to time and the same shall be payable by the Borrower without any dispute and contest.

viii. Processing fees & Other Charges:

a) The Loan shall bear such processing fees, administrative fees or any other fees as may be mentioned in the Schedule 1 of the Home Loan Agreement, which the Borrower agrees to reimburse to the Bank at the time of and together with the Loan application. The said amount of processing charges shall be refundable to the Borrower, only in the event the Borrower notifies his intention for not availing of the Loan prior to the Bank intimating its approval through a sanction letter to the Borrower for grant of the Loan. The refund of processing charges shall be subject to the deduction of any expenses, already incurred by the Bank.

b) The Bank reserves the right to recover from the Borrower the commitment charges at such rates as may be decided under the Bank's policy on amounts not availed by the Borrower within the prescribed period.

c) The Bank shall be entitled to recover from the borrower any other charges or costs incurred or claims suffered by the Bank in connection with the Loan on account of execution and stamping of the Agreement & any other documentation or security creation pursuant to the Agreement.

d) The Borrower shall reimburse or pay to the Bank, the Stamp duty levied / subsequently levied or enhanced / modified by the Central or State Legislations and other charges payable on the execution of the Loan agreement or other documents at the time of granting of the Loan or at any time thereafter. The said duty / charges, if incurred by the Bank is recoverable from the Borrower by debiting his account and further if the same is incurred by the Bank due to change in law or due to any development in law, judgment, order or decree etc., the same shall be recoverable from the Borrower. The Borrower's liability to pay the appropriate stamp duty survives even after the termination of the Agreement.

4. Repayment and Prepayment

I. Repayment

- a) The Borrower shall amortize the Loan facility by way of EMIs, which constitute a composite of principal and interest amount. The repayment shall be either by way of Post Dated Cheques (PDC) or by Electronic Clearance System Mandate (ECS) or National Automated Clearing House Mandate (NACH) / Standing Instructions (SI) or any other accepted modes of transfer of funds permitted under the Indian banking system, to the Bank on the due dates. The Borrower acknowledges that the strict remittance of the instalments for the repayment of the Loan is an essential condition for the grant of the Loan. The Borrower(s) waives the right to any notice, reminder or intimation prior to presentation of any PDCs/ Mandates issued by him/her, for realization.
- b) In case the Borrower/Co Borrower delivers to the Bank only few post dated cheques (PDCs) covering only some of the instalments but not all the instalments of the contract period, the Borrower shall deliver to the Bank, the balance PDCs for the remaining installments so as to cover the entire contract period as per the Schedule 1 of the Home Loan Agreement. The Borrower(s) is solely responsible to ensure that such instalment proceeds are credited to the Bank. All costs incurred thereon until such credit shall be to the account of the Borrower. The Borrower shall be solely responsible to ensure prompt and regular payment of the installments irrespective of whether the Borrower has delivered to the Bank the PDCs for all the installments for the entire contract period or few PDCs which covers only a part of the contract period.

- c) In case of Borrower(s) being NRIs/PIOs, any prepayment of Loan and/or the payment of Dues to the Bank can be made from such accounts /channels as may be permitted in terms of the applicable Reserve Bank of India guidelines and applicable Law.
- d) The repayment of the Loan has been calculated and mentioned in Schedule 1 of the Home Loan Agreement in accordance with the capital recovery method. The Borrower(s) agree(s) and accept that the said accounting method and shall not question the validity or otherwise of the said method and that they agree for amortization of Loan and recovery of principal and interest by the said method of accounting by the Bank. In case of change of method of income recognition, then the Bank shall notify the same as may be required by such regulations.
- e) In event of prepayment of the Loan, interest will be calculated under the above said capital recovery method till the date of foreclosure.
- f) If any PDC(s) delivered to the Bank by the Borrower is/are lost, destroyed or misplaced, while in custody of the Bank or become non-encashable, the Borrower shall within 3 working days of receipt of intimation of such loss, destruction or misplacement or non-encashment deliver to the Bank such number of cheques as demanded by the Bank.
- g) The Bank shall be entitled to present the PDCs / Mandates issued by the Borrower in its favor and the Borrower agrees and acknowledges that he shall not issue any instructions to the Bank regarding the presentation of the cheque and/or issue any stop payment instructions to his bankers. In case of dishonour of cheque(s) / ECS or NACH mandates, the Borrower shall be liable to be prosecuted under the provisions of Negotiable Instruments Act / Payments and Settlements Systems Act read with Indian Penal Code and/ or any applicable law in this regard. This is without prejudice to the right of the Bank to recover the outstanding by initiating appropriate legal proceedings. It is agreed and understood between the parties that the Borrower shall be liable to pay such cheque dishonour / bouncing charges as decided by the Bank from time to time.
- h) No notice/reminder or intimation will be given to the Borrower regarding his/her obligation to pay the EMI and / or PEMI regularly on due date. It shall be entirely the Borrower's responsibility for prompt and regular repayment of EMI or PEMI as the case may be, and keep sufficient balance in the account with his banker so as to honour PDC/Mandate on the due date(s).
- i) The Borrower shall also pay the Bank the PEMI every month as applicable on or before the due date.
- j) Unless otherwise agreed by the Bank, the payment due and payable under the Agreement, made by the Borrower would be appropriated by the Bank at its sole discretion towards costs, charges, expenses, incidental charges, Penal Charges, prepayment charges, commitment charges, fees or any such payments receivable by the Bank in the order of priority as it deems fit at its sole discretion.
- k) In case the Borrowers wish to swap/interchange the cheques issued from one Bank to another or change the mode of payment to cheque payment or ECS or NACH/SI, then the Borrower(s) shall pay applicable swap charges as indicated in the Schedule 1 to the Home Loan Agreement.
- l) It is agreed and understood by the Borrower that non-presentation of the cheques/mandates by the Bank due to any reason whatsoever will not affect the liability of the Borrower to repay the Loan.
- m) The Bank shall not in any way be responsible for delay, omission or neglect in encashment, damage or loss of any cheques (already given or to be given by the Borrower to the Bank in terms hereof) for any reason whatsoever. In other words the Borrower is responsible for payment of the installments until the proceeds in respect of the installments have been credited to the account of the Bank. The Bank may at any time demand proof of realization to the account of the Bank for payment effected by the Borrower and that the Borrower shall provide the same within 5 days from the date of demand.
- n) Any delay in the realization of the instrument issued by the Borrower in the nature of cheque / ECS or NACH/ SI mandate, as applicable, whether sent for collection by local clearance or by outstation clearance in case of cheques or otherwise, the consequential cost incurred thereof including the any charges shall be borne by the Borrower until its realization.
- o) Without prejudice to any other rights and remedies which the Bank may have under the Agreement and/ or under the prevalent law, in the event of any delay by the Borrower in any payment to the Bank under the Agreement, the Bank shall be entitled to charge a Penal Charge as described in the Schedule 3 hereto . The Bank is entitled to treat such non-payment as a dispute. The aforementioned Penal Charge would not affect the obligation of strict compliance with repayment being an essential condition for the grant of Loan.
- p) Any dispute being raised about the amount due or interest computation will not enable the Borrower(s) to withhold payment of any Instalment.

ii. Appropriation of Payments

Notwithstanding the provisions of the Contract Act, 1872 or any other law or any terms and conditions or any directions of the Borrower to the contrary, the Bank and the Borrower agree that the Bank shall have right to appropriate the monies received from the Borrower or any other Person on their behalf, in the following manner:

- a) Firstly, towards costs, charges including prepayment charges and other expenses and other monies due and payable or becoming due and payable to the Bank;
- b) Secondly towards Interest, fee or commission due but unpaid to the Bank;
- c) Thirdly, towards the principal monies;
- d) Fourthly, towards Penal Charges and taxes (if any) applicable with respect thereto; and
- e) Lastly, towards payment of any other sum due but unpaid under this Agreement or any other Facility Document.

[In case of Loan to be repaid in non-equated installment:

In the event of the Security being realized however and in whatsoever manner, the realization thereof shall be applied in the following manner:

- a. firstly, towards Interest, fee or commission due but unpaid to the Bank; and
- b. secondly, towards the principal monies;
- c. thirdly, towards charges including Penal Charges and taxes (if any) applicable with respect thereto;
- d. Fourthly towards accrued charges (on cash basis);
- e. thereafter the balance, if any, shall be available for, and be appropriated to the remaining outstanding indebtedness of the Borrower on any account to the Bank in accordance with the total amount of such other outstanding indebtedness.]****

Or

[In case of Loan to be repaid in equated installment:

In the event of the Security being realized however and in whatsoever manner, the realization thereof shall be applied as per the Repayment Schedule of the Facility in the following manner :

- a. firstly, towards the principal monies;
- b. secondly, towards Interest, fee or commission due but unpaid to the Bank;
- c. thirdly, towards charges including Penal Charges and taxes (if any) applicable with respect thereto;
- d. fourthly towards accrued charges (on cash basis);
- e. thereafter the balance, if any, shall be available for, and be appropriated to the remaining outstanding indebtedness of the Borrower on any account to the Bank in accordance with the total amount of such other outstanding indebtedness.]****

****To be retained on the basis of the repayment terms of the Loan

iii. Pre-Payment

The Bank at its sole discretion and on such terms as it may prescribe permit prepayment / acceleration in payment of EMIs at the request of the Borrower to the extent and in the manner the Bank may specify from time to time. In the event of prepayment, the repayment Schedule 1 of the Home Loan Agreement for the Loan may be amended / altered for giving effect of such prepayment/acceleration at the sole discretion of the Bank and such pre-payment will be credited and given effect in the Loan account only after the next (immediate) EMI/PEMI cycle. In event of such pre-payment, the Bank shall be revising (either increase or decrease) the Loan tenure without revising the EMI payable. In some circumstances, the Bank at its sole discretion may revise the EMI payable or tenure or both.

The Bank, at its sole discretion levy and recover from the Borrower prepayment charges at the rate mentioned in the Schedule 1 of the Home Loan Agreement or as determined by the Policy of the Bank from time to time; on the amount of Loan repaid by the Borrower ahead of the repayment terms.

5. Representations of the Borrower

The Borrower represents that:-

- a) The Borrower has adequate legal capacity to enter into and execute the Agreement. The Borrower is not restricted in any manner or prevented in any manner under any law, statute, judgment, decree, ruling, contract or otherwise from executing and undertaking the obligations in the manner provided in the Agreement. Upon execution, this Agreement shall be a valid and legally binding commitment of the Borrower enforceable against him/her in terms of the Agreement. The borrower (in case of being a company) is duly incorporated and existing under the laws of India with power to enter into the Agreement to which it shall be a party.
- b) No charges, mortgages, pledges, encumbrances or liens exist in respect of any of its Asset charged, mortgaged or encumbered or proposed to be charged, mortgaged or encumbered in favour of the Bank except as has been previously disclosed to the Bank in writing.
- c) The Borrower has acquired all the required authorizations, approvals, consents, licenses and permissions required in relation to the Agreement, collateral documents and the mortgaged Asset and done all that is necessary to give full force and effect to all authorizations, approvals, consents, licenses and permissions required in relation to the Agreement, collateral documents and the mortgaged Asset.
- d) The Borrower has paid all taxes and statutory dues payable by him in respect of the Asset or Property and has not received any demand, claim or notice from any person. The Borrower further reiterates that there are no tax arrears in respect of the mortgaged Asset.
- e) There are no suits, actions or claims pending or are likely to be filed or taken (whether civil or criminal or otherwise) against the Borrower of any nature whatsoever.
- f) The Borrower further states that there are no Lease, license or tenancy agreement pre-existing or subsisting over the property and that the property is freehold and is in possession of the Borrower and or its nominees.
- g) The Borrower is not a PEP (Politically Exposed Persons – are individuals who are or have been entrusted with prominent public position in a government body or international organisation e.g. Heads of States / Governments, senior politicians, senior government / judicial / military officers, senior executives of state-owned corporations, important political party officials, etc).
- h) The Borrower hereby declares as follows:
- I. at the date hereof (1): where the Borrower is an individual /proprietor(s)) none of the Directors of the Bank or their Relatives are his / her

business partner or guarantor; (2): where the Borrower is a partnership firm or limited liability partnership none of the Directors of the Bank or their Relatives are interested in the firm as partner, manager, employee or guarantor; (3): where the Borrower is a company or a corporation none of the Directors of the Bank or their Relatives, are interested in the company/corporation or in its Subsidiary or Holding Company as director, managing agent, manager, employee or guarantor or holder of Substantial Interest;

- ii. at the date hereof (1): where the Borrower is an individual/(proprietor(s)) he / she is not a Director of other Banks or Relative of a Director of the Bank or of Director of Other Banks; (2): where the Borrower is a partnership firm or limited liability partnership) none of the Directors of Other Banks or Relative of a Director of Other Banks is interested in the firm as partner or guarantor; and (3): where the Borrower is a company or a corporation, none of the Directors of Other Banks or Relative of a Director of Other Banks, is interested in the company / corporation as director or guarantor or holder of Substantial Interest;
- iii. at the date hereof: (1); where the Borrower is an individual/(proprietor(s)) the Borrower is not a Relative of any senior officer of the Bank; (2): where the Borrower is a partnership or limited liability partnership, none of its partners is a Relative of any senior officer of the Bank and none of the senior officers of the Bank or their Relatives is interested in the firm as partner or guarantor or holder of Substantial Interest; and (3): where the Borrower is a company or a corporation, none of its directors, is a Relative of any senior officer of the Bank and none of the senior officers of the Bank or their Relatives, is interested in the company/ corporation as director or guarantor or holder of Substantial Interest;
- iv. The Borrower confirms that the Borrower, its directors or promoters or partners or guarantors or persons in charge and responsible for the management of affairs or affiliates (as the case maybe) do not figure in any list of willful defaulters circulated by Reserve Bank of India/any credit information company or the caution list of the 'Export Credit Guarantee Corporation' or the specific approval list or 'Conservation of Foreign Exchange and Prevention of Smuggling Activities Act' defaulters list or the Bank's defaulters list or the defaulter list of any bank or financial institution or any other government authority and no director of the Borrower is disqualified under the applicable laws (including Section 164 of the Companies Act, 2013). The Borrower also confirms that none of the directors/partners//persons in charge and responsible for the management of affairs of the Borrower/are directors/partners/ in any company/firm/entity which has been identified as a willful defaulter by the Reserve Bank of India/any credit information company or any regulatory authority and it shall not induct a person in the capacity of director/promoter/partner/member who is a director/partner//persons in charge and responsible for the management of affairs of a company/firm/entity (as the case may be) identified as willful defaulter. The Borrower shall not induct any person in the capacity of director/promoter/partner who is a director/partner of a company/firm (as the case may be), identified as willful defaulter. In the event name of such a person is found to be a director / partner persons in charge and responsible for the management of affairs of a company/firm/entity (as the case may be) identified as willful defaulter, the Borrower shall take expeditious and effective steps for removal of such person and confirm the same to the Bank immediately.
- v. The Borrower confirms that none of his/her/its loan accounts or credit facilities availed from any bank or/and financial institution/ lender has been categorized as fraudulent under the applicable laws.

6. Covenants, Undertakings and Warranties by the Borrower

- i. Affirmative Covenants
 - a) Utilization of Loan: The Borrower shall utilize the entire Loan for the purchase/construction of the property as indicated by him/her in his Loan application and shall not use for any other purpose whatsoever.
 - b) End Use Certificate: In cases where the disbursement is made in the Borrower's account for any reason, the Borrower shall provide/deliver to the Bank and must ensure that the Bank receives evidence/declaration in relation to end use of the Loan certifying that the funds have been utilised for the purpose for which they were obtained, in such form and manner as may be required by the Bank. The Borrower understands that in case the Borrower submits a wrong/incorrect evidence/declaration with respect to the end use of the Loan in pursuance of this Agreement, the Bank may initiate appropriate legal proceedings, including criminal proceedings against the Borrower.
 - c) Purchase/Construction: The Borrower covenants that he shall complete the purchase/construction as indicated by him/her in his Loan application or otherwise and obtain and produce to the Bank a proper completion certificate issued by the concerned Municipal Corporation or Municipality and/or the purchase documents as the case may be.
 - d) Notify causes of delay: The Borrower shall promptly notify any event or circumstances, which might operate as a cause of delay in the commencement or completion of the construction/purchase of property.
 - e) Title of Property: The Borrower hereby covenant with the Bank that the Borrower(s) is/are the absolute owner/s, have got a valid and marketable title to the property agreed to be mortgaged and that the said property is free from all encumbrances, attachments, lien or any other charges whatsoever and that there are no executions or other processes or notices of acquisition, distress notices or warrant, requisition, repairs, or any other impediments whereby the Borrower is prevented from mortgaging the property to the Bank free from encumbrances. The Borrower agrees to make out a clear and marketable title to the said property to the satisfaction of the Bank.
 - f) The Borrower shall create security as stipulated in the sanction letter and execute and register and cause to register the mortgage deed and / or any other documents in the manner and mode as may be stipulated by the Bank and complete the formalities to create security over the properties in favour of the Bank.
 - g) The Borrower shall duly and promptly comply with all the terms and conditions as applicable and do such acts as required under appropriate rules, regulations, byelaws, for holding as its lawful owner and continuing in possession of the mortgaged property.
 - h) The Borrower shall pay all public demands and other taxes including Goods & Service Tax (GST), cess and revenues payable to the State Government or to any local authority with respect to the mortgaged property and confirm that at present there are no arrears of such taxes and revenues due and outstanding and no notices have been received by the Borrower in this regard. Borrower shall also undertake to pay all such dues in future. In cases where the Loan is disbursed by the Bank to the Borrower(s) for the purpose of

acquisition of the property, the Borrower(s) covenants to make payment of the applicable TDS amount and submit a declaration to the Bank. In case of acquisition of the property from NRI/PIO, the Borrower(s) covenants to make payment of the applicable TDS amount and submit a declaration to the Bank in the prescribed Form 15CA and Form 15CB.

- i) The Borrower do, perform and execute such acts, deeds and documents as the Bank may consider necessary either to perfect the security provided for herein or to carry out the intent of the Agreement.
- j) The Borrower shall be liable and undertakes to bear the stamp duty, registration fee and other incidental expenses in connection with the Agreement and shall bare all other costs, charges and expenses that the Bank will incur for the protection of the mortgage security and for the realization of the Loan amount and the same shall be deemed to form part of the Loan amount.
- k) Maintenance of Property: The Borrower further covenant with the Bank that the Borrower shall keep the property mentioned in Schedule 2 of the Home Loan Agreement in good condition and tenantable repairs and shall pay all the rates, taxes, cess, rents & other dues that may become due in respect of the Property as well as other taxes and dues payable by the Borrower and keep the Property freed and saved from any charge or attachment for recovery of any such amounts.

l) Creation of Charge:

CERSAI: The Borrower shall file appropriate forms, as contemplated under Chapter-IV of the Securitisation and Reconstruction of Financial Asset and Enforcement of Security Interest Act, 2002 (SARFAESI Act), with Central Registry of Securitisation Asset Reconstruction and Security Interest of India (CERSAI):

(a) For creation of charge or security interest on the Asset/Collateral Asset funded and for satisfaction of the charge or security interest created;

(b) For registration of transactions of securitisation or reconstruction of financial asset or for satisfaction of securitisation or reconstruction of financial asset registered.

Registrar of Companies (ROC): The Borrower shall also file appropriate forms at ROC or any other relevant Forms for creation, registration, amendment, modification and satisfaction of charge on the Asset/Collateral Asset funded with the Registrar of Companies (ROC) (as applicable).

- m) To notify change in employment etc.: The Borrower shall notify any change in his employment, business or profession within seven days of the change. Further the Borrower should furnish his salary slip or financial results to the Bank periodically or as and when demanded to keep the Bank apprised of his financial position.
- n) Compliance with rules and payment of maintenance charges etc.: The Borrower shall duly and punctually comply with all the terms and conditions for holding the property and all the rules, regulations, bye-laws etc., of the concerned Co-operative society, Association, or any other competent authority, and pay such maintenance & other charges for the upkeep of the property as also any other dues etc., as may be payable in respect of the property mentioned in Schedule 2 of the Home Loan Agreement or the use thereof.
- o) Loss damage by uncovered risks: The Borrower shall promptly inform the Bank of any loss or damage to the property which the Borrower may suffer due to any force majeure or act of God, such as earthquake, flood, storm, tempest or typhoon, etc., against which the property may not have been insured.
- p) Notify additions, alterations: The Borrower shall notify and furnish details of any additions to or alterations in the property or the use of the property, which might be proposed to be made during the pendency of the Loan.
- q) Change in Address: The Borrower shall inform the Bank forthwith as regards any change in his address for service of notice or any other correspondence within seven days of such change. In the absence of any such intimation duly acknowledged by the Bank, the address mentioned in the Agreement shall be deemed to be the address for all purposes and for service of notices or other proceedings initiated by the Bank.
- r) The Borrower shall furnish to the Bank as and when there arises a requirement under the KYC norms, all the necessary details that shall be required by the Bank.
- s) The Borrower shall abide by all terms and conditions as specified in sanction letter including general and special covenants mentioned therein, which shall form part and parcel of the Agreement, as if incorporated herein.
- t) The Borrower undertake to create and register Charge on the asset/s funded with the Registrar of Companies (ROC) and/or CERSAI, as the case may be, the cost of which will be borne by the Borrower. In the event of not creating charge within the stipulated time limits, the Bank can file the relevant Forms with ROC / CERSAI and create a charge on the asset/s funded. The Borrower agrees to reimburse the cost / charges incurred by the Bank for creating and registering the Charge which may be debited to the Borrower's Loan account.

ii. Negative Covenants

Unless the Bank shall otherwise agree:

- a) Possession: The Borrower shall not let out or otherwise howsoever part with the possession of the property or any part thereof.
- b) Alienation: The Borrower shall not sell, mortgage (except as provided for in the Agreement), lease, surrender or otherwise howsoever alienate the property or any part thereof, during the subsistence of this Loan agreement, without prior written consent from the Bank.
- c) Agreements and Arrangements: The Borrower shall not enter into any agreement or arrangement with any person, institution or local or Government body for the use, occupation or disposal of the property or any part thereof during the pendency of the Loan. He shall not execute any Power of Attorney, Indemnity or any other deeds, in favor of any third persons enabling such person to deal with secured property in any manner.

- d) Change of use: The Borrower shall not change residential use of the property. If the property is used for any purpose other than residential purpose, in addition to any other action, which the Bank might take, the Bank shall be entitled to charge, in its sole discretion, such higher rate of interest as it might fix in the circumstances of the case.
- e) Constitution: The Borrower shall not change the constitution (in case of proprietorship concerns and partnership firm) and/ or allow any change in its shareholding (in case of Company) without prior intimation to the Bank.
- f) Merger: The Borrower shall not amalgamate or merge his property with any other adjacent property nor shall he/she/they create any right of way or any other easement right in to or over the mortgaged property.
- g) Surety or Guarantee: The Borrower shall not stand surety for anybody or guarantee the repayment of any Loan or the purchase price of any asset.
- h) Leaving India: The Borrower shall not leave India for employment or business or for long term stay abroad without fully repaying the Loan then outstanding together with interest and other dues and charges including prepayment charges as per the rule of the Bank then in force.
- iii. The Borrower agrees and understands that the Bank shall not provide fresh loan/ top-up loan or restructure the existing loan/facilities provided to the Borrower so long as the name of Borrower or its director/partner/member/promoter and/or the director and/or the person in charge and responsible for the management of the affairs of the entity (as the case maybe) remains in the list of Willful Defaulters.
- iv. In cases where the disbursement is made in the Borrower's account for any reason, The Borrower hereby covenants to submit a certificate from the statutory auditors of the Borrower certifying that there has been no diversion/siphoning of funds disbursed under the Loan sanctioned to the Borrower, as and when required by the Bank. Further, the Borrower hereby covenants that Bank shall have the right to appoint one or more auditor(s) acceptable to it for the purpose of verifying diversion/siphoning of the funds disbursed under the Loan and the Borrower agrees to facilitate for the same and bear all cost in relation such appointment.
- v. The Borrower hereby agrees that the Bank shall have right to commission a forensic audit of the affairs of the Borrower and their book of accounts depending upon the nature of the Borrower's acts underlying the wilful default and the quality of evidence available with the Bank in the normal course.
- vi. The Borrower hereby agrees and consents that if the Borrower's loan account is red flagged by the Bank, then the Bank shall have right to appoint one or more external auditor(s) on their behalf to detect /confirm occurrence of fraud in the loan account and that the Borrower shall bear all costs in relation to appointment of such external auditor(s).
- vii. The Borrower further agrees that such external auditor(s) may, during the course of audit, require the Borrower to submit data, as may be reasonably required, to detect/confirm the occurrence of fraud in the Borrower's loan account, and the Borrower undertakes to share such data with the external auditor(s).
- viii. The Borrower agrees that in the event the Borrower's account is identified as a fraud, the Bank shall have the right to examine the loan accounts of Borrower's affiliates/subsidiaries/joint venture/associate company/other group companies (as the case maybe) wherein the promoter(s) /whole-time director(s) of the Borrower is/are common from fraud angle under the applicable laws and regulatory framework. The Borrower further agrees that the Borrower shall ensure that such affiliates/subsidiaries/joint venture/associate company/other group companies extend full co-operation to the Bank while it exercising its aforesaid right and do all such acts, deeds and things as may be necessary in this regard.

7. Assignment

The Bank shall have unfettered right to securitize, transfer and/or assign in full or in part the rights/benefits under the Agreement (including documents executed in relation to this Agreement) to any third party who shall then ipso facto assume the rights of the Bank and the Borrower shall be obliged to deal with such purchaser/transferee as if it/they were the Bank. However, the Borrower shall not be entitled to transfer or assign any of his rights and obligations under the Agreement.

8. Inspection

The Borrower agrees that the Bank or any person authorized by the Bank shall have access to the property for the purpose of inspection/supervision of the progress of construction and/or the account of construction to ensure the proper utilization of the Loan. The Borrower(s) acknowledges that Bank may also bound to allow inspection by Reserve Bank of India and other authorities as and when required to assess / inspect the property or other security at any time during the continuance of the Agreement or any time thereafter.

9. Disclosure

- i. The Borrower/ hereby confirm and certify that all information furnished by him/they herein are true. The Borrower hereby expressly give consent to the Bank to disclose any/all information/s, at any point of time, relating to conduct and operations of the account/s to the Reserve Bank of India and / or any other Agency/ Authority such as Credit Information Bureau (India) Ltd., appointed/designated by Reserve Bank of India/any Statutory Authority or Courts of Law on being called upon to disclose such information in writing or by any order / direction or as the case may be. The Bank without any further notice or intimation to Borrower can disclose and supply any information to the Reserve Bank of India and/or any Agency/Authority appointed by Reserve Bank of India. The Borrower(s), further agree that Reserve Bank of India and/ or any other Authority so appointed can compile such data and/or information and can convey/supply such data and/or information and/or results thereof to Government, Reserve Bank of India, other Banks, and/or Financial Institutions for any reasons whatsoever, for Credit Discipline in Banking Industry in India. The Borrower(s)/Co-borrower(s) expressly waive their right and discharge the Bank and/or Reserve Bank of India and/or any other Authority appointed by Reserve Bank of India from any liability for disclosure and/or use of such information on account of breach of any secrecy clause. Further Bank may on its own or through its agent(s) make references, do deduping / verification / validation / checking enquiries relating to information in the application /agreements / any other related documents submitted by Borrower.

- ii. The Borrower agrees that in case the Borrower commits default in the repayment of the Loan/advance or in the repayment of interest thereon or agreed installment of the Loan on due date(s), or otherwise jeopardize the interest of the Bank in any manner, the Bank will have an unqualified right to disclose or publish the name of the Borrowers as defaulter in such manner and through such medium, as the Bank or Reserve Bank of India in their absolute discretion may think fit.
- iii. The Borrower expressly recognizes and accepts that the Bank shall be entitled to disclose to any such third parties (including the authorised signatory(ies)/representative(s), Guarantor(s) of the Borrower) all necessary or relevant information pertaining to the Borrower and the Loan for the purpose of collection of installments / interests/ charges / penal charges and to perform and execute all acts, deeds, matters and things connected therewith or incidental thereto including sending notices of demand otherwise contacting the Borrower(s) Guarantor(s) of the Borrower and the Borrower hereby consents to such disclosure by the Bank. The Borrower hereby gives his consent to the Bank/ and any third party as may be selected by the Bank to contact the Borrower for sale of any other products and services that may be offered/referred by the Bank.
- iv. Notwithstanding the above, in the event of the Borrower committing any act of default and/or the occurrence of any Event of Default, the Borrower expressly accepts and authorizes the Bank and/or any such third party as the Bank may select to contact any third party(ies) (including the authorised signatory(ies), representative(s), Guarantor(s), the adult family members, secretary, accountants etc. of the Borrower) and disclose all necessary or relevant information pertaining to the Borrower and the Loan and the Borrower hereby consents to such disclosure by the Bank (and/or any such third party as the Bank may select). The Borrower further expressly authorises the Bank (and/ or any such third party as the Bank may select) to receive payments or such other security as may be offered by such third parties (including authorised signatory(ies), representative(s), Guarantor(s), the adult family members, secretary, accountants etc. of the Borrower) towards discharge of the Loan.
- v. The Borrower hereby agrees and gives consent to the Bank for disclosing / submitting the information to the Reserve Bank of India or any other authority authorized by the RBI upon detection and/or occurrence of fraud in the Borrower's loan account.
- vi. The Borrower further acknowledge that the Bank shall also be entitled to disclose all aforesaid information/ documents etc., pursuant to the order/direction of the Court of law/Tribunal/, any Judicial or quasi-Judicial or Government or statutory authority or to its Head office or to any of its group companies or other banks or housing companies, as and when required.
- vii. The Bank shall be entitled to exercise this right of disclosure without being required to issue any further notice in this respect to the Borrower(s) and/or to the Guarantor. The Borrower(s) specifically waive the privilege or claim of privacy, privity and/or defamation.
- viii. The Borrower(s) hereby gives specific consent to the Bank for disclosing / submitting the 'financial information' as defined in Section 3 (13) of the Insolvency and Bankruptcy Code, 2016 ('IBC') read with the relevant Regulations/ Rules framed under the IBC, as amended and in force from time to time and as specified there under from time to time, in respect of the Credit Facilities availed from the Bank, from time to time, to any 'Information Utility' ('IU') as defined in Section 3 (21) of the IBC, in accordance with the relevant regulations framed under the IBC, and directions issued by Reserve Bank of India to the banks from time to time and hereby specifically agree to promptly authenticate the 'financial information submitted by the Bank, as and when requested by the concerned 'IU'.

10. Classification of Accounts as Special Mention Account (SMA) and Non-Performing Asset (NPA)

- (a) Upon the occurrence of any payment default under the Facilities, the Bank shall classify Borrower's Accounts in accordance with the prevailing Reserve Bank of India norms and guidelines.
- (b) As per the current prevailing guidelines of Reserve Bank of India, accounts are classified as Special Mention Account (SMA) on the following basis:
 - A.

Loans other than revolving facilities		Loans in the nature of revolving facilities like cash credit/overdraft	
Categories	Basis for classification – Principal or interest payment or any other amount wholly or partly overdue	Categories	Basis for classification – Outstanding balance remains continuously in excess of the sanctioned limit or drawing power, whichever is lower, for a period of:
SMA-0	Upto 30 days		
SMA-1	More than 30 days and upto 60 days	SMA-1	More than 30 days and upto 60 days
SMA-2	More than 60 days and upto 90 days	SMA-2	More than 60 days and upto 90 days

- (c) Further, a Loan account is classified as Non-Performing Asset (NPA) where:
 - (i) interest and/ or instalment of principal remains overdue for a period of more than 90 days in respect of a term Loan;
 - (ii) the outstanding balance remains continuously in excess of the sanctioned limit/drawing power for 90 days in respect of an overdraft/cash credit.
- (d) It is clarified that the Bank shall flag the Accounts as overdue as part of its day-end processes for the Due Date, irrespective of the time of running such processes. Similarly, classification of Accounts as SMA as well as NPA shall be done as part of day-end process for the relevant date and the SMA or NPA classification date shall be the calendar date for which the day end process is run. In other words, the date of SMA/NPA shall reflect the asset classification status of an account at the day-end of that calendar date.

- B. Example: If due date of a Loan account is March 31, 2022, and full dues are not received before the Bank runs the day-end process for this date, the date of overdue shall be March 31, 2022. If it continues to remain overdue, then this account shall get tagged as SMA-1 upon running day-end process on April 30, 2022 i.e. upon completion of 30 days of being continuously overdue. Accordingly, the date of SMA-1 classification for that account shall be April 30, 2022. Similarly, if the account continues to remain overdue, it shall get tagged as SMA-2 upon running day-end process on May 30, 2022 and if continues to remain overdue further, it shall get classified as NPA upon running day-end process on June 29, 2022.

11. Insurance & Maintenance

- i. In order to safeguard the security for the Loan and to ensure that the Bank's lien is marked on the insurance, the Borrower shall, immediately after signing the Agreement, keep the schedule property insured against any loss or damage by accident or fire or other perils including the risks against strikes, riots, civil commotion, floods and such wider liability to which the property is normally exposed under a Comprehensive Policy with an Insurance Company and shall punctually pay all premium and other sums required for keeping the said insurance effective throughout the period of the Agreement and produce and deliver (if so required by the Bank) any insurance policy, cover note or receipt on demand by the Bank for its inspection and verification. The Borrower shall safeguard the security for the Loan and ensure that the Bank's lien is marked on the insurance policy. Each insurance policy shall be in the name of the Borrower with the necessary endorsement in favour of the Bank as 'loss payee' and additional endorsement in favour of the Bank's Bankers, if so required by the Bank.
- ii. The Borrower shall not use the property for any purpose not permitted by the terms and conditions of the insurance policy and shall not do or permit to be done any act or thing, which might render the insurance invalid. The Borrower is solely responsible for obtaining necessary insurance to cover all the risks and that the Bank is not responsible for insuring the property. However, if the Bank has incurred costs for taking / renewing insurance, the same shall be reimbursed by the Borrower to the Bank.
- iii. The Bank may at its sole discretion and at the request of the Borrower, act as a facilitator and get the insurance done or renewed for the secured asset on behalf of the Borrower with the approved insurance company, if the premium is paid by the Borrower to the Bank. The responsibility for effecting insurance always lies with the Borrower and that the Borrower shall always ensure that the insurance is renewed periodically, irrespective of the fact whether the premium has been paid / or not. If the insurance has been renewed by the Borrower, the insurance amount if any collected as part of Installment/EMI shall be credited to the account of the Borrower or adjusted in the final settlement at the discretion of the Bank.
- iv. The proceeds of the compensation on any insurance claim shall be applied against the Dues payable to the Bank. The Borrower hereby irrevocably authorizes the Bank to claim insurance proceeds to safeguard the interest of the Bank and appropriate the proceeds thereof against the Dues payable to the Bank. The Borrower will comply with all documents and follow directions of the Insurance Company / Bank with respect to insurance policy and its renewal as stipulated from time to time and also when any claim is raised under the Insurance policy.

12. Events of Default

The Events of Default by the Borrower/Co-Borrowers shall be as follows:

- a) If default shall have occurred in payment of interest and/or EMIs and/or in payment of Dues or any other amounts due and payable to the Bank in terms of the Loan and/or in terms of any other Agreements, documents that may be subsisting or that may be executed between the Borrower and the Bank.
- b) If default shall have occurred in the performance of any other covenants, conditions, representations, and/or warranties or agreements on the part of the Borrower under the Loan or any other agreement/s between the Borrower and the Bank.
- c) If any information given by the Borrower in the application or otherwise is found to be misleading or incorrect in any material respect or any warranty referred to in the Agreement is found to be incorrect.
- d) If any property on which the security for the Loan is created depreciates in value to such an extent that in the opinion of the Bank further/additional security should be given and such security is not given.
- e) If the property or any part thereof is let out, given on leave or license, sold, disposed of, charged encumbered or otherwise alienated in any manner, without prior written consent from the Bank.
- f) If an attachment or distress notice / distraint warrant is issued/ on the property or any part thereof and/or certificate proceedings are taken or commenced for recovery of any dues from the Borrower.
- g) If the Borrower fails to inform the Bank of the happening of any event of default or any event in which after the notice or lapse of time or both would become an event of default.
- h) If a cheque in respect of any monthly payment is not paid on the date thereof or where any such cheque is not renewed before the date of its payment.
- i) If the Borrower fails to deliver post-dated cheques in accordance with the terms of the Agreement or as and when demanded by the Bank.
- j) If the Borrower fails to sign and deliver to the Bank the balance confirmation of the Bank Loan as and when so required by the Bank in the absence of any manifest error in calculation in such statement pointed out by the Borrower within 10 (Ten) days after receiving the balance confirmation statement from the Bank.
- k) If any security or guarantee provided by the Borrower to the Bank becomes unenforceable or infructuous or is challenged by the Borrower or any other person.
- l) If the Borrower makes the default under any credit facility agreement or arrangement with the Bank or any other Bank / Financial Institution / Non-Banking Financial Company / Housing Finance Company and other Bank / creditors and in respect of any credit facility agreement or arrangement with the Bank or its subsidiaries and affiliates, vice-versa.

- m) Where any payment made by the Borrower to the Bank falls short of the payment required to be made by the Borrower with respect to the amount due from the Borrower to the Bank and the Borrower fails to make the balance payment.
- n) If the Borrower or Borrower(s) or Guarantor dies.
- o) If the Borrower commits an act of insolvency or if the Borrower is declared insolvent or bankrupt or a liquidator, receiver or official assignee is appointed in respect of any property or estate of the Borrower or if the Borrower makes any application for declaring himself an insolvent or if an application for declaring the Borrower as insolvent/bankrupt is made or any order is passed by any competent authority for taking the Borrower into insolvency, then in any of these events the entire Loan amount shall become due and payable forthwith.
- p) If the agreement/mortgage deed is not registered by the Borrower by paying adequate stamp duty within the limitation period (wherever applicable) or if the original registered document not furnished to the Bank on completion of registration, it would constitute an event of default as defined above.
- q) Property being offered as collateral for the Loan being taken herein is found to be offered as primary / secondary / collateral for any credit facility / Loan from other financial institution / bank other than the Loan being availed from the Bank herein.
- r) If the Borrower is availing Loan which is in nature of 'Plot and Construction' and if the Borrower does not commence construction within twelve (12) months from the date of purchase of piece of land/plot and/or the construction of dwelling unit thereon is not completed within a period of three (3) years from the date of commencement of construction of such dwelling unit, or the Bank has reason to believe that the Borrower shall not commence and/or complete construction within the time communicated / stipulated to/by the Bank.
- s) If the under construction property is not registered with the concern sub-registrar's office within 30 days from the date of receipt of intimation from the Bank or builder/developer/seller/contractor (as the case maybe) and the registered conveyance deed is not submitted to the Bank within a period of 30 days from the date of registration of the property.
- t) If the Borrower violated any provisions of laws/rules/ordinances/GOs/building permit/planning permit etc.
- u) The Borrower failed to insure of the Asset adequately, covering all the risks or failed to renew the insurance of the asset and submit a copy of the insurance certificate till all the Loan Dues are paid in full.
- v) If the Bank, find any other just & equitable cause to recall the Loan, the Bank shall notify the reasons and recall the Loan by giving notice to the Borrower.

13. Bank's Rights

- i. The Borrower shall disclose to the Bank his financial liability that will affect this contract in any capacity. The Bank shall be entitled to terminate the contract if there is any adverse report on the Borrower, found at any time after the execution of the Agreement and in which event the entire monies payable by the Borrower and the Co Borrower becomes payable forthwith to the Bank.
- ii. The occurrence of any/all of the aforesaid Events of Default shall entitle the Bank to terminate the facility and demand the payment by intimating to the Borrower(s) that the entire sum of money and all other sums and charges of whatsoever nature, including but not limited to, interests on account of other taxes/cess which would have been payable by the Borrower, if the Agreement had run to its full term, have become due and payable forthwith and to surrender the vacant possession of the schedule property/properties offered as security within 15 days from the date of notice of default. The Bank shall be further entitled to charge a Penal Charge as specified in the Schedule 3 on the principal outstanding and on the other amounts due and demand that all the aforesaid amounts be repaid to the Bank immediately. The Bank may by a notice in writing at its discretion call upon the Borrower to rectify the Event of Default within the period specified in such notice. Once a notice is issued recalling the Loan, then it becomes automatic prohibition against the borrower or his heirs, nominee's, agents etc., to alienate the property and such transfer if any, shall become a fraudulent preference void as against the secured creditor being the Bank or any of bank's dues.
- iii. The Bank as a secured creditor shall, in the event of default or breach of clause(s) by the Borrower(s) mentioned in the agreement or on classifying the Secured asset as Non- Performing Asset, be entitled to invoke the provisions of the Securitization and Reconstruction of Financial Assets and Enforcement of Security Interest Act (SARFAESI), 2002 so as to enforce the Security interest more fully described in Schedule 2 of the Home Loan Agreement, created by the Borrower in lieu of repayment of Loan.
- iv. Upon occurrence of an Event of Default, the Borrower(s) shall be bound to handover the vacant possession of the schedule Property/ies mortgaged as security to the Bank in good condition subject to ordinary wear and tear excepted. The Borrower shall not prevent or obstruct the Bank from taking the possession of the Property/ies mortgaged with the Bank as security. For this purpose the Borrower(s) covenants & confirms that the Bank's authorized representatives, servants, employees / officers and agents will have unrestricted right of entry and shall be entitled to forthwith, or at any time without notice to the Borrower(s)/, to enter upon the premises, to take possession or recover and receive the same and if necessary to break open any such place. The Borrower/Co-Borrower shall be liable to pay any charges and other such expenses incurred by the Bank for taking the possession of the Property/ies mortgaged with the Bank, cost of safe keeping of the Property/ies and for its sale etc. The Borrower(s) shall immediately transfer, deliver and endorse all registrations, policies, certificates, and documents relating to the mortgaged Property/ies to the Bank, its nominees or agents as the case may be. If the Bank takes possession of the mortgaged Property/ies, the Bank shall not be responsible notwithstanding anything to the contrary containing in Section 151 of the Indian Contract Act, for any loss or deterioration of or damage to the mortgaged property whether by fire, rain, flood, earthquake, lightning, accident or any other cause whatsoever.
- v. Notwithstanding anything contained in the Agreement, the Bank shall be entitled to take possession of the mortgaged property/ies after due notice in this regard, whether the entire Loan amount has been recalled or not, whenever, in the absolute discretion of the Bank, there is likelihood of the Dues payable to the Bank not being paid by the Borrower(s) and/or the Property/ies is likely to be transferred by the Borrower(s) to defeat the security and/or the payment of the due amounts payable to the Bank.

- vi. The Bank shall, in any/all the aforesaid Events of Default, be entitled to and the Borrower(s) hereby irrevocably authorizes the Bank to sell/transfer/assign the Property including the property lodged as Additional Security either by public auction or by private treaty or otherwise howsoever and appropriate the proceeds thereof towards repayment of all the outstanding amounts from the Borrower to the Bank under the Agreement. If the sale proceeds are not sufficient to meet all the Dues of the Bank, the Borrower(s) shall be liable to pay for any deficiencies after the said appropriation. In case there is any surplus after adjusting the Dues of the Bank, the same shall be paid to the Borrower. The Bank shall be entitled to proceed against the Borrower(s) or Co-borrower(s) independently of such security.
- vii. The Borrower(s) shall not be entitled to raise any objections regarding the regularity of the sale and/ or actions taken by the Bank nor shall the Bank be liable/responsible for any loss that may be occasioned from the exercise of such power being a distress sale and/or that may arise from any act or default on the part of any Agent or auctioneer or other person or body engaged by the Bank for the said purpose.
- viii. The Bank shall be entitled to recover from the Borrower(s) all expenses (including legal costs on full indemnity basis) incurred by or on behalf of the Bank in ascertaining the exact location of the Property/ies, ascertaining and marking the boundaries of the land & building, taking possession, insuring and selling the Property/ ies and of any legal proceedings that may be filed by or on behalf of the Bank to enforce the provisions of the Agreement. It is expressly clarified that the remedies referred to hereinabove shall be in addition to and without prejudice to any other remedy available to the Bank either under the Agreement, or under any other Agreement, or in law, or equity.
- ix. On demand being made by the Bank, or if required by the Bank upon happening of any Events of Defaults, the Borrower shall:- a. give immediate and actual possession of the mortgaged Asset to the Bank, its nominees or agents (as the case may be); b. transfer, deliver and endorse all registrations, policies, certificates and documents relating to the mortgaged Asset to the Bank, its nominees or agents (as the case may be).
- x. The Bank or its officers or employees, agents or nominees shall not be in any way responsible for any loss, damage, limitation or depreciation that the mortgaged property may suffer or sustain on any account whatsoever whilst the same is in the possession of the Bank, its officers, employees, agents or nominees or because of exercise or non-exercise of the rights, powers or remedies available to the Bank or its officers, employees, agents or nominees and all such loss, damage or depreciation shall be debited to the account of the Borrower howsoever the same may have been caused.
- xi. The Bank may, in its absolute discretion and without any further notice to the Borrower/Co - Borrower grant/ transfer/assign to any person/ Bank/ financial institution, or whomsoever, any of its rights under the Agreement and other documents executed by the Borrower and/or the Co - Borrower and of the terms attached thereto, including the right to receive the balance under Loan facility and in particular may grant/ transfer/ assign such rights by way of charge or as a security and any person to whom such rights are granted/transferred/assigned shall be entitled to the full benefit of such rights. The Agreement shall be binding upon the Borrower/Co - Borrower and shall inure for the benefit of the Bank and its successors in title and assigns.
- xii. The Borrowers/ Co-Borrower agrees that in case the Borrower commits default in the repayment of the Loan/ advance or in the repayment of interest thereon or any of the agreed instalment of the Loan on due date(s), Bank and/or the Reserve Bank of India will have an unqualified right to disclose or publish the name of the Borrowers/ Co-Borrower as defaulter in such manner and through such medium as the Bank or Reserve Bank of India in their absolute discretion may think fit.
- xiii. The Bank or its officers or employees, agents or nominees shall at all times observe the code of its commitment to the Customers and to comply with all the requirement of the KYC norms.

14. Annual Income Statements

The Borrower agrees to provide to the Bank his annual income statements or such documents concerning his employment/ profession/business as and when the Bank requires for the same during the pendency of the Loan. The Borrower shall permit the inspection of the books of accounts and any other records maintained by the Borrower to the person authorized by the Bank for such purpose.

15. Enforcement of Security Interest

- i. In the event of any default in the payment of instalments, violation of the terms and conditions of the Agreement, the Bank shall be at liberty to take all or any of the legal action before all the forums and also enforce the security interest created by the Borrower(s) by invoking the provisions under the Securitization and Reconstruction of Financial Assets and Enforcement of Security Interest (SARFAESI) Act, 2002, applicable in respect of the nonperforming asset. The Bank is entitled to recover and dispose the Secured Property as per the said Act. The Bank is further entitled to recover the balance Dues, if any after disposal of the Secured Property.
- ii. The Borrower and Co-borrower expressly recognize and agree that the Bank shall be absolutely entitled and have full power and authority to sell, assign or transfer in any manner, in whole or in part, and in such manner and on such terms as the Bank may decide, to any third party of the Bank's choice without reference to or without written intimation to the Borrower and Co-borrower. This includes reserving the right of the Bank to retain its power hereunder to proceed against the Borrower and Co-borrower on behalf of the purchaser, assignee or transferee, for any or all outstanding Dues payable by the Borrower. Any such action and any such sale, assignment or transfer shall bind the Borrower and Co-borrower to accept such third party as creditor exclusively or as a joint creditor with the Bank, or as creditor exclusively with the right to the Bank to continue and exercise all powers hereunder on behalf of such third party and to pay over such outstanding amounts and dues to such third party and/or to the Bank as the Bank may direct. The Borrower and Co-borrower acknowledge and undertake to pay to third parties the difference between the total Loan amount and the amount received by the Bank. In the event of such transfer of the portfolio to a third party, the third party shall have authority of the Bank to collect the due amounts from the Borrower and Co-borrower.

16. Bank's right to appoint Agency

- i. That the Borrower(s) and Co-borrower(s) agrees, understood and acknowledges that the Bank may outsource any or all its services to a Third Party / Agency, in relation to Loan availed by them.
- ii. The Borrower expressly recognizes and accepts that the Bank shall subject to Reserve Bank of India regulations, without prejudice to its right to perform such activities itself or through its officers or servants, be absolutely entitled and have full powers and authority to appoint one or more third parties/agencies of the Bank's choice and to transfer and delegate to such third parties the right and authority to process the Loan application and do collection on behalf of the Bank the Installments/interest/other charges due to the Bank under the Agreement and to perform and execute all acts, deeds, matters and things connected therewith or incidental thereto including sending notices of demand otherwise contacting the Borrower(s) of the Borrower at his residence or office; or receiving the cash/cheques/ drafts/mandates from the Borrower (including the authorised signatory(ies)/ representative(s) of the Borrower) and giving valid and effectual receipts and discharge to the Borrower.

17. Set Off and Lien

- i. Notwithstanding anything contained in the Agreement, the Bank shall have a lien over all the monies/security/ property/assets of the Borrower(s) Guarantors if any in the Bank's control and a right of set off against any monies due to the Bank from the Borrower/ Co-borrower(s) and to combine all accounts of the Borrower(s)/ Coborrower(s) / Guarantors if any for recovery of the Bank's Dues hereunder.
- ii. It is hereby agreed and understood by the Borrower(s) that, in the event the Borrower(s)/Coborrower(s) defaults in payment of the Installments/charges/fees, without prejudice to the right of termination, the Bank shall have the right to set-off all monies, securities, deposits, other assets and properties of the Borrower(s)/ Coborrower(s)/ Guarantor(s) that is held by the Bank as secured asset, against the amount in respect of which the default has been committed under the Agreement or any other Agreement. For this purpose the Bank can combine all accounts held in the name of the Borrower, Co Borrower and/or Guarantor. iii) The Borrower(s) / Guarantor(s) understand, accept and agree that the Bank is also further entitled to withhold No Objection Certificate (NOC) or No Dues Certificate (NDC) or Loan Clearance Letter for those contracts which are closed, until recovery of overdue amounts in all other contracts, in which the Borrower(s) are one of the Party(ies).

18. Fair Practise Code

The Fair Practise Code for the Bank as published on the Bank's website, shall apply to the loan. Copy of Fair Practise Code is as available on Bank's website https://www.indusind.com/content/dam/regulatoryDisclosure/codeOfCommitment/coc_english.pdf

19. Partial Invalidity

If any provision of the Agreement or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent for any reason including by reason of any law or regulation or government policy, the remainder of the Agreement and the application of such provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby. Such portion to the extent to which it is invalid or unenforceable alone which is separable, shall be segregated as void /invalid and the balance portion shall be retained and enforced with full force and effect to the fullest extent permitted by law. Any invalid or unenforceable provision of the Agreement shall be replaced with a provision, which is valid and enforceable and most nearly reflects the original intent of the unenforceable provision, in a mutually agreeable manner.

20. Entire Agreement

The Agreement (including all the Schedule 1 and Schedule 2 of Home Loan Agreement) along with the documents, letters, annexures executed or to be executed by the Borrower(s) Guarantor in favour of the Bank pursuant to the Agreement shall constitute the entire agreement between the Parties hereto with respect to its subject matter.

21. Term and Termination

The Agreement shall come into effect from the date of disbursement of the Loan under the Agreement and shall terminate only upon the Borrower(s) making full repayment to the Bank of the Loan, interest thereon and all other charges and Dues payable by the Borrower(s), to the Bank under the Agreement and as and when the Bank issues no dues certificate/ discharge the lien on the Property to that effect.

22. Electronic Information:

The Bank may at its sole discretion make available, or discontinue the provision of alerts and other information through electronic media, whether by way of short messaging services ("SMS"), email or other such means, ("Electronic Information") to the Borrower(s) in connection with his / her Loan account. The Borrower(s) acknowledges that the facility as mentioned above, is dependent on the services of the third party service providers and that the Bank neither makes any representation nor provides any warranty with respect to the quality of the service provided by such third party service providers nor does it guarantee the timely delivery, accuracy or security of the contents of the Electronic Information. the Bank shall not be liable for any non-delivery, delays, errors, loss, distortions, interception or misuse of the information by unauthorised persons, during or after the transmission of the Electronic Information to the Borrower(s) and shall not be liable for any non-performance by the third party service providers. The Borrower(s) acknowledges and understands that the Electronic Information will be provided only in India and in case of SMS alerts only to the subscribers of certain select cellular service providers at certain select regions. The Borrower(s) understands and acknowledges that any miscommunication or failure in receipt of any Electronic Information shall not be deemed to be a waiver or modification of the Obligations of the Borrower(s) as per the terms and conditions of the Agreement. The Borrower(s) shall independently verify the authenticity and accuracy of the contents of any Electronic Information from the Bank.

23. Miscellaneous

- i. Language: English shall be used in all correspondence and communications between the Parties.
- ii. Amendments: No modification or amendment of the terms of the Agreement except to the revision in interest rate and also alteration or re-schedulement of the installments, as provided under the Agreement and no waiver of any of the terms or conditions hereof shall be valid or binding unless made in writing and duly executed by the Bank and the Borrower(s). The Borrower(s) shall execute necessary agreements viz., supplement, top-up, addendum, and additional schedules with the Bank as the case may be, during the tenure of the Agreement or before the issuance of No Objection Certificate or No Dues Letter, whichever is earlier. The Bank shall in its sole discretion may require and insist the Borrower / Co-borrower to furnish additional security and guarantee etc., as may be mutually agreed.
- iii. Change in circumstances: Any change in laws, rules, regulations of the government, orders of Supreme Court/High Courts, the terms of the agreement shall be amended, as may be mutually agreed between the parties.
- iv. Cumulative Rights: All remedies of Bank under the Agreement whether specifically provided herein or conferred by statute, civil law, common law, custom, trade, or usage are cumulative and not alternative and may be enforced successively or concurrently.
- v. Benefit of the Loan Agreement: The Loan Agreement shall be binding upon and shall inure to the benefit of each party thereto and its successors in title or heirs, administrators, assigns as the case may be.
- vi. Communication in electronic form: It is hereby agreed by and between the Lender and the Borrower that any request, notice, correspondence or any other writing whatsoever (Writing) required or contemplated under this Agreement may be executed and any delivery, offer, acceptance or any other action whatsoever (Action) in respect of this Agreement may be undertaken in electronic form by way of a click wrap /SMS / WhatsApp / post / Email / in-app based or any other electronic means of executing or authenticating transactions (Electronic Form) as and when as per Applicable Law. The Borrower hereby authorizes the bank for any type of aforesaid correspondences in Electronic Form. For avoidance of doubt, it is clarified that communications in Electronic Form include any Writing or Action undertaken on any technology platform, mobile application or website provided by the bank. Each Party agrees to provide instructions on a mobile application or a website or in accessing or making any transaction as per Applicable Law. Each Party agrees that the use of a key pad, mouse or other device to select an item, button, icon or similar act/action, or to otherwise provide instructions on a mobile application or a website or in accessing or making any transaction regarding this Agreement constitutes a signature, acceptance and agreement as if actually signed in writing. Each Party confirms that any Writing or Action made or undertaken by the Parties in Electronic Form shall be valid, binding and legally enforceable against such Party and the borrower hereby consents to the same and shall not raise any objection or claim or disclaim any liability under or in relation to the validity or enforceability of a Writing or Action solely on account of it being in Electronic Form.
- vii. Any delay in exercising or omission to exercise any right, power or remedy accruing to the Bank under the Agreement or any other agreement or document shall not impair any such right, power or remedy and shall not be construed to be a waiver thereof or any acquiescence in any default; nor shall action or inaction of the Bank in respect of any default or any acquiescence in any default, affect or impair any right, power or remedy of Bank in respect of any other default.
- viii. The Borrower and Co-borrower liability under the Agreement shall be individual, joint and several.