



LOAN AGREEMENT

THIS AGREEMENT ("Agreement") is made at the place & date mentioned in **Schedule - I** between the individual(s) and/or entity(ies) whose name(s) is/are mentioned in **Schedule - I** (hereinafter referred to as "**Borrower(s)**") of the **FIRST PART AND ADITYA BIRLA HOUSING FINANCE LIMITED**, a housing finance company within the meaning of National Housing Bank Act, 1987, incorporated under the Companies Act, 1956, and having its registered office at Indian Rayon Compound, Veraval, Gujarat 362 266 acting through its branch specified in **Schedule - I** (hereinafter called "**ABHFL**") of the **SECOND PART**. The expressions "**Borrower(s)**" and the "**ABHFL**" unless repugnant to the subject or context thereof, include its successors and permitted assigns. Hereinafter, where the context so requires, the Borrower and **ABHFL** are collectively referred to as "**Parties**" and individually as "**Party**".

WHEREAS

- A. The Borrower(s) has requested and **ABHFL** has agreed to provide the Loan up to the limit(s) specified in the **Schedule - I**. The Loan granted herein shall be governed by the provisions of this Agreement, as may be modified from time to time.
- B. NOW, THEREFORE, IN CONSIDERATION OF THE REPRESENTATIONS, WARRANTIES, MUTUAL AGREEMENTS AND COVENANTS SET FORTH IN THIS AGREEMENT, AND FOR OTHER GOOD AND VALUABLE CONSIDERATION, SUFFICIENCY OF WHICH IS HERE BY ACKNOWLEDGED BY THE PARTIES, THE PARTIES HERE TO AGREE AS FOLLOWS:

1. DEFINITIONS AND INTERPRETATION

- 1.1 **Definitions:** In this Agreement, unless defined elsewhere, the capitalised words shall have the following meaning:

"Default Interest" means the rate mentioned in **Schedule - I** at which the **ABHFL** shall compute and apply interest in the event of Borrower's failure to comply with (i) any of the terms of sanction of the Loan, or (ii) obligation to pay (a) the Loan, (b) Interest on the Loan, and (c) any costs, charges, expenses and other monies accruing due to or incurred/paid by the **ABHFL**, under this Agreement or any other document, on the respective Due Date;

"Due Date" shall mean such dates on which the borrower is liable to make payments towards Equated Instalment/EI or other amount accrued in favour of **ABHFL** by virtue of this Agreement and payable by the Borrower and also include such dates mentioned in the Sanction Letter;

"EI" or "Equated Instalment" shall mean the amount payable every month by the Borrower(s) to **ABHFL** comprising of the Interest Rate, or as the case maybe, principal and Interest Rate;

"Interest Rate" means the rate at which the **ABHFL** shall compute and apply interest on the Loan, as stated in the **Schedule - I** or as may be amended from time to time by **ABHFL** and conveyed to the Borrower(s) in writing to that effect, which letter/s shall form an integral part of the Sanction Letter and this Agreement and shall always be read in conjunction with the same;

"Loan" means (i) Loans sanctioned/granted by **ABHFL** in terms of this Agreement for the purpose(s) as provided for in the **Schedule - I** against the security of Property/ies; or (ii) Home Loan for purchase I construction I purchase and construction I improvement of a residential property I taking over the existing home loan of the Borrower(s) from any other lender; The expression "Home Loan and "Loan" in all the above cases shall include the principal amount and all dues outstanding thereunder including but not limited to Interest Rate, Default Interest and penal interest rate, charges, fees and premiums, payable hereunder;

"Prepayment" means premature repayment of the Loan in full or in part before completion of the Loan tenor;

"Prepayment Charges" means applicable charges provided in the Sanction Letter which shall be payable along with the Prepayment amount by the Borrower(s) to **ABHFL**, in event of an early repayment;

"Property/ies" means a real estate property including a plot of land with or without construction thereon or a flat in a building more particularly mentioned in the **Schedule - I**;

"Reference Rate" means the Interest Rate declared by ABHFL, which is subject to change from time to time as deemed fit by ABHFL. The Information with respect to Reference Rate is available on ABHFL's website www.adityabirlahousingfinance.com. The Reference Rate is an adjustable reference rate which is published from time to time by ABHFL for the Loan/s, the tenure of which is more than 12 (Twelve) months (as provided for in the **Schedule - I**);

"Sanction Letter" means the letter, as of the date specified in the **Schedule - I**, in connection with sanction of the Loan and shall include all amendments/modifications thereto;

- 1.2 **Interpretation:** (a) In this Agreement, singular shall include plural and the masculine gender the feminine or neutral gender; (b) Any expression not defined herein shall, if defined under General Clauses Act, 1897 shall carry the same meaning as assigned to it under the said Act; and (C) The arrangement of clauses in this Agreement shall have no bearing on their interpretation.

2. ABHFL's AGREEMENT TO LEND AND BORROWER's AGREEMENT TO BORROW

- 2.1 ABHFL agrees, based on the Borrower's request, representations, warranties, covenants and undertakings as contained herein and in the Loan application and other documents executed or tendered by the Borrower(s) in relation to the Loan, to lend to the Borrower(s) and the Borrower(s) agrees to borrow from the ABHFL, the Loan on the terms and conditions contained in this Agreement, the Sanction Letter and **Schedule-I**.
- 2.2 The relationship between ABHFL and the Borrower(s) as lender and borrower shall commence from the date of this Agreement ("**Effective Date**") referred in **Schedule - I** and subsist until all monies due and payable by the Borrower(s) to ABHFL under this Agreement and in all other documents pursuant hereto shall have been fully paid to and received by ABHFL.

3. DISBURSEMENT

- 3.1 ABHFL shall, unless agreed otherwise between the Borrower(s) and ABHFL, disburse the Loan in lump sum or in suitable instalments to be decided by ABHFL, by issuing a Cheque/Demand Draft crossed as "A/c Payee only" in the name of the vendor, from whom the Property is being purchased, towards payment of the purchase price of the Property or in the name of the material supplier, civil contractor or any other person as notified by the Borrower(s) towards the construction or improvement of the Property, or in the name of the previous financier towards the repayment of the previous loan by utilising the Loan granted by ABHFL; and/or in the name of the Borrower(s) at the discretion of ABHFL.
- 3.2 ABHFL shall have an unconditional right to cancel the undrawn/un-availed/unused portion of the Loan at any time during the subsistence of the Loan, without any further notice to the Borrower(s), for any reason whatsoever. In the event of any such cancellation, all the provisions of this Agreement and all other related documents shall continue to be effective and valid and the Borrower(s) shall repay the outstanding dues under the loan duly and punctually as provided herein.
- 3.3 ABHFL at its sole discretion may not disburse at any time, any amount under the Loan, unless the conditions stipulated in Sanction Letter or through any other mode of communication(s) are complied with by the Borrower(s).
- 3.4 The charges in relation to disbursement shall be borne by the Borrower(s) as mentioned in the Sanction Letter.
- 3.5 Loan amount once drawn shall not be permitted to be redrawn.

4. INTEREST, DEFAULT INTEREST/PENALINTEREST AND REPAYMENT

- 4.1 Interest on the Loan shall (i) begin to accrue on a daily basis from the date of disbursement of the Loan by issuing disbursement payment order/demand draft and (ii) be computed as follows (a) on the Due Date in each calendar month/quarter/half year/year as stated in the **Schedule -I**; (b) taking the basis of 365 days a year (366 day year in the case of a leap year) and calculated at monthly rests; or (c) the Interest Rate as stated in the **Schedule - I/Sanction Letter** or as may be revised by ABHFL from time to time;
- 4.2 Interest Rate shall be linked to the Reference Rate calculated on the daily balance of the outstanding Loan. The Borrower(s) is aware and agree that the Reference Rate may be changed by ABHFL from time to time, at its sole discretion as to the frequency thereof. The Interest Rate payable by the Borrower(s) shall be subject to the changes in rates made by Reserve Bank of India or any other regulator from time to time. The Borrower(s) shall be deemed to have notice of change in the Interest Rate whenever there is a change in the Reference Rate as notified by ABHFL on its website www.adityabirlahousingfinance.com or by communicating the same to the Borrower(s) respectively.
- 4.3 All future/further Interest Rates applicable for the amount of the Loan disbursed by ABHFL to the Borrower(s) shall be applied by ABHFL on the first day of the quarter following the month in which Reference Rate is change or at any date as decided by ABHFL.
- 4.4 ABHFL shall be entitled to deduct/debit all other amounts due and payable by the Borrower(s) under this Agreement (including but not limited to Interest, Default Interest, tax, fees, stamp duty, costs, service/Prepayment and other charges, claims and expenses) from the Loan amount, unless separately reimbursed to ABHFL by the Borrower(s). Such amounts shall form part of the Loan.
- 4.5 Without prejudice to any other term of this Agreement, the Parties expressly agree that any payment made by the Borrower(s) to ABHFL under this Agreement shall be appropriated by ABHFL in the following order (i) Interest; (ii) Default Interest and loss of profit on the defaulted Loan, Interest and all sums due and payable by the Borrower(s) to ABHFL under this Agreement; (iv) Prepayment and other charges and (v) Principal amount of the Loan.
- 4.6 Interest on the Loan shall be payable every month separately, as mentioned in the **Schedule -I**, until the repayment of Loan by way of EI shall have commenced.
- 4.7 The Borrower(s) shall repay to ABHFL the amount equated in terms of monthly instalments each by the first day of each calendar month or such part thereof as shall remain due and owing to ABHFL. The equated monthly instalment includes interest component. The repayment mechanism has been set out in the **Schedule- I** here under.


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- 4.8 No notice, reminder or intimation will be given to the borrower(s) regarding his obligation to pay the EI regularly on each Due Date. It shall entirely be his responsibility to ensure prompt and timely payment to ABHFL. Any delay or default in payment of any EI shall make the Borrower(s) liable to pay to ABHFL, Default Interest (for the period of such default) as mentioned in Schedule- I, besides constituting a default there by making all sums under this Agreement due and payable to the ABHFL forthwith.
- 4.9 Prepayment of the Loan shall attract Prepayment Charges as stated in Schedule - I. The option of Prepayment once availed shall be irrevocable and the Borrower shall be bound to make the Prepayment of the amount(s) specified by ABHFL.
- 4.10 It is understood, by the Borrower(s) that for default in repayment of Interest/principal as it may fall due as per Loan terms, additional default/penal interest at the @ 24% p.a. (Default Rate mentioned in Schedule-I/Sanction Letter) are applicable on principal amount from the day of default for the period the amount is in default. On default of any conditions laid down in sanction letter will attract an additional default/ penal interest @ 24% p.a. .

5. FEES, CHARGES, COSTS AND CLAIMS

- 5.1 The Loan shall bear service charges and any other fees as mentioned in the Schedule-1/Sanction Letter, which the Borrower(s) agrees to reimburse to ABHFL separately.
- 5.2 ABHFL shall also be entitled to recover from the Borrower(s) Prepayment Charges at the rate mentioned in the Schedule -I.
- 5.3 ABHFL shall be entitled to recover from the Borrower any other charges or costs incurred or claims suffered in connection with the Loan, including on account of execution and stamping of this Agreement and any other documentation or security creation or collection charges or recovery charges legal expenses pursuant to this Agreement.

6. BORROWER'S REPRESENTATIONS, WARRANTIES, COVENANTS AND UNDERTAKINGS:

With a view to induce ABHFL to grant the Loan, the Borrower(s), hereby represents/warrants to/ covenants/undertakes with ABHFL that:

- 6.1 The Borrower is an eligible Borrower and have full power and authority to execute, deliver and perform his respective obligations under this Agreement;
- 6.2 The Borrower shall be responsible for obtaining all requisite permissions and consents with respect to the Loan and other transactions contemplated in this Agreement, as may be necessary under applicable laws;
- 6.3 Has given complete and correct information and details in the Loan application form about himself and the Property;
- 6.4 Shall make available to ABHFL such security (including mortgage over the Property) in such form and substance as maybe required by ABHFL;
- 6.5 Is (when the Property is in existence) or shall be (when the Property shall come in existence upon the proposed utilization of the Loan) absolutely seized and possessed with and sufficiently entitled to the Property;
- 6.6 Shall always have, until all his dues hereunder are not repaid to ABHFL, a clear, absolute and marketable title to the Property, free from all encumbrances, claims attachments or any third party rights whatsoever;
- 6.7 Has no pending claims or civil/criminal proceedings initiated against the Borrower(s) or on the Property before any court or authority;
- 6.8 Shall ensure that the purpose for which the Loan is advanced by ABHFL is fulfilled in all respects and produce to ABHFL, the necessary documents, including but not limited to construction completion certificate, occupancy certificate and/ or the purchase documents, sanction plan, architect certificate etc., as may be required by ABHFL from time to time;
- 6.9 Shall appoint ABHFL as its true and lawful attorney to do and execute for and in the name and on behalf of the Borrower(s) and where the Borrower(s) is more than one individual, jointly and severally, all or any of the acts, deeds and things, to sign Borrower's name on any documents necessary to perfect or continue the perfection of any security interest.
- 6.10 Shall notify ABHFL of any event or circumstances which might be or become a cause of delay in the commencement, construction or completion of the construction/purchase/modification of the Property;
- 6.11 Shall duly and punctually comply with all terms and conditions applicable and do as such acts (as the rules, regulations and by laws of the concerned entity, whether society, company or condominium of apartment owners) as required for holding as its lawful owner and continuing possession of the Property;
- 6.12 Shall comprehensively insure and keep insured with ABHFL as a sole beneficiary, (i) the Property for its full market value or replacement cost and (ii) whenever required by ABHFL, the risk of death and injury of the Borrower(s) and shall assign in favour of ABHFL and submit to ABHFL the aforesaid original insurance policy document(s) and premium receipts;
- 6.13 Shall promptly inform ABHFL of any loss or damage to the property due to any force majeure or Act of God;
- 6.14 Shall in addition to the income/ financial statement/s required by ABHFL furnish such other information/ documents concerning his employment, trade, business, profession or otherwise as ABHFL may require from time to time;
- 6.15 Shall promptly and without requiring any notice or reminder from ABHFL, repay to ABHFL the Loan in accordance with the repayment mechanism mentioned in the Schedule-1;
- 6.16 The Borrower confirms that in case of more than one borrower each borrower shall be jointly and severally Liable to repay the Loan, interest and all other sums due and payable under this Agreement and to observe its terms and conditions;
- 6.17 Shall maintain the Property in good order and habitable condition and not allow it to deteriorate or commit any act which is destructive or permanently injurious to the property or do anything which will render the security in favour of ABHFL, insufficient;
- 6.18 Charge/security created by the Borrower(s) under this Agreement shall continue and remain in force till such time all other dues under this Agreement and in respect of all other Loans /loans obtained/to be obtained by the Borrower(s) from ABHFL, and group companies are fully discharged and ABHFL/group companies issue a certificate of discharge to that effect.
- 6.19 Shall pay and discharge all rates, taxes, outgoing and charges pertaining to the Property, including to the society/condominium/company, promoters, bodies and authorities (public or private);
- 6.20 The Borrower(s) confirms that the Borrower(s) shall inform ABHFL of any likely change in his employment or change in the constitution of the entity;
- 6.21 The Borrower(s) hereby confirm not to change the use of the Property;
- 6.22 Shall not during the tenure of this Agreement, either part with possession of or create third party rights on the Property or any part of it (whether by way of sale, exchange, lease, mortgage, agreement or option or otherwise);
- 6.23 Shall not combine, merge, amalgamate or consolidate the Property with any other property with any right of way or easement in to or over the Property;
- 6.24 Shall not stand surety or guarantor for any third party liability or obligation except with written consent of ABHFL;
- 6.25 Being a resident in India, shall not leave India for employment or business or long stay without first fully repaying the Loan then outstanding, due and payable with interest and other dues, including prepayment charges, if any;
- 6.26 The Borrower(s) confirm that if the Borrower(s) becomes a Non Resident Indian, the Borrower(s) agrees to repay the Loan in accordance with

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the rules, regulations, guidelines and norms of the Foreign Exchange Management Act, 1999 and the Reserve Bank of India.

- 6.27 The Borrower(s) confirm to keep updated and aware of the rules of ABHFL, as pertaining to the Loan, and in force from time to time and the Borrower(s) shall, in case the Borrower(s) is a company/firm/body corporate, notify ABHFL at least 30 days in advance of any intended a) change in business, constitution or constitution documents or b) closure of its business or c) change in address.
- 6.28 The Borrower(s) declares that all the amount including the amount of own contribution paid/payable in any connection with the Property as well as in any security for the Loan, shall be through legitimate source and does not/shall not constitute any offence under the Prevention of Money Laundering Act, 2002.

7. **EVENTS OF DEFAULT:** ABHFL may by a written notice to the Borrower(s), declare all sums outstanding under the Loan (including the principal, Interest, Default Interest, charges, expenses) to become due and payable forthwith, take any other action as it may deem fit for recovery of its dues and enforce the security interest in relation to the Loan upon the occurrence (in the sole decision of ABHFL) of anyone or more of the following events:

- 7.1 The Borrower(s) fails to pay to ABHFL any amount when due and payable under this Agreement;
- 7.2 The Borrower(s) defaults in performing any of his obligations under this Agreement or breaches any of the terms or conditions of this Agreement;
- 7.3 Any information or detail provided by the Borrower to ABHFL is or becomes untrue, incorrect or misleading;
- 7.4 The Borrower(s) opts to resign or retires from the employment prior to the age of superannuation or is discharged or removed from service before such date for any reason whatsoever;
- 7.5 Any of the information provided by the Borrower(s) to avail the Loan or any of his representations and warranties herein being found to be or becoming incorrect or untrue;
- 7.6 Any person other than ABHFL commencing any civil/criminal proceedings against the Borrower(s);
- 7.7 The value of the property or any security (including guarantee/s) created or tendered by the Borrower(s), in the sole discretion and decision of ABHFL, depreciates entitling the ABHFL to call for further security and the Borrower(s) failing to give additional security;
- 7.8 If the Property is destroyed, sold, disposed of, charged, encumbered, alienated, attached or restrained in any manner;
- 7.9 The Borrower(s) fails to create the security interest as provided herein;
- 7.10 ABHFL, for any regulatory or other reasons, is unable or unwilling to continue the Loan;
- 7.11 The death, insolvency, failure in business, commission of an act of bankruptcy, general assignment for the benefit of creditors, suspension of payment to any creditors or threat to do so by the Borrower(s), filing of any petition in bankruptcy or winding-up by or against the Borrower(s); or
- 7.12 The Borrower(s) fails to furnish any information or documents or to submit or execute the relevant post disbursement documents as required by ABHFL.

8. **ABHFL's RIGHTS:** ABHFL shall, in relation to the Loan:

- 8.1 Have the sole right at any time during the tenure of this Agreement (i) to revise/reschedule the repayment mechanism/ amount of EI or of any other amounts outstanding thereunder and the Borrower(s) shall make all future repayments to ABHFL in accordance with such revised schedule on being notified by ABHFL of such revision or reschedulement; (ii) to amend any of the terms and conditions of this Agreement including but not limited to revision of Interest Rate (including the Default Interest rate), periodicity of compounding interest, method of effecting credit of the repayments without assigning any reason and by notifying the Borrower(s) of such revision and the Borrower(s) agrees that such revision shall become applicable from date of such notification of revision in the records of ABHFL;
- 8.2 Have the right to receive and adjust any payment/s that it may receive as an assignee of the insurance in relation to the Property and on the life of the Borrower(s) towards amounts due and/or payable by the Borrower(s) under this Agreement;
- 8.3 Have the right to enter the Property, inspect and supervise it (including the stage and accounts of construction) and also inspect the books of accounts and other records maintained by the Borrower(s) and to insure the Property or take any measure for the upkeep and preservation of the Property at the Borrower(s)'s cost;
- 8.4 Reserves the right to revoke or cancel the Loan and/or vary, alter, modify or rescind, amend or change at any time any one or more of the terms and conditions of the Loan at its discretion with such notice as ABHFL may deem reasonable and without assigning any reasons.
- 8.5 Have the right to create a charge or security interest or mortgage over the Property as security in its own favour or in favour of any third party and ABHFL shall have an exclusive charge over the Property as security created and the Borrower shall not create any encumbrance, charge or security interest in the security so created or any of them in favour of any other person or body, except with the prior written consent of ABHFL;
- 8.6 Have the right to obtain refinance against the Loan as it may consider appropriate;
- 8.7 Be entitled to disclose any information about the Borrower(s), his Loan account relationship with ABHFL and/or any default committed by him (whether such information is provided by the Borrower(s) or obtained by ABHFL itself and whether inform of repayment conduct, rating or defaults) to its head office, other branch offices, affiliated entities, Reserve Bank of India, any regulator, any refinancing agency, credit rating agency, credit information company and such third parties as ABHFL may in its sole and exclusive discretion, deem fit and proper.
- 8.8 ABHFL shall also be entitled to seek and receive any information as it deems fit in connection with the Loan and/or the Borrower(s) from any third party and be entitled to require the Borrower(s), in the event of the Borrower(s) opting to resign or retire from the employment prior to the age of superannuation or is discharged or removed from service before such date for any reason whatsoever, to instruct his employer to remit the entire dues (including provident fund, gratuity and compensation) becoming payable by the Borrower(s) from his employer on account of his such cessation of employment and to receive and appropriate the same towards the Borrower's liability under the Loan.
- 8.9 Delegate any or all of the said powers and remedies available to ABHFL under Law and under these present to such employee or agent as it deems fit.
- 8.10 Subjection to the provisions mentioned in 8.1 to 8.9, ABHFL may, without the requirement of issuing any prior notice to the Borrower, and without prejudice to the rights and remedies available to ABHFL under this Agreement or under law or equity, take any or all of the following actions: (i) Terminate the Loan and declare all obligations immediately due and payable by the Borrower/Guarantor; (ii) Stop advancing money or extending credit for Borrower's benefit under this Agreement or any other agreement between the Borrower and ABHFL; (iii) terminate the right of the Borrower to avail of or make draws from the Loan; (iv) Declare ABHFL's lien in the Property, in terms of this Agreement and all the other documents executed by Borrower in favour of ABHFL to be enforceable; (v) Alter the occurrence of an event of default, any amounts received by Borrower shall be held in trust by Borrower for ABHFL, and, if requested by ABHFL, Borrower shall immediately deliver such receipts to ABHFL in the form received from the account debtor, with proper endorsements for deposit; (vi) Take any action and proceed under any applicable law or statute.

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9. **ASSIGNMENT AND TRANSFER:** ABHFL shall have a right to sell or transfer (byway of assignment, novation, securitisation or otherwise) whole or part of the Loan and outstanding amounts under the Loan or any other rights under this Agreement or any other document pursuant hereto to any person in a manner or under such terms and conditions as ABHFL may decide in its sole discretion. The Borrower(s) expressly agrees, in the event of sale or transfer as aforesaid, to accept such person to whom the Loan is sold or transferred as his lender and make the repayment of the Loan to such person as may be directed by ABHFL. The Borrower(s) shall not transfer or assign his rights under this Agreement.

10. GOVERNING LAW AND DISPUTE RESOLUTION

- 10.1 Laws of India shall govern this Agreement, the security and other documentation pursuant hereto. The Courts in the City of Mumbai (unless specified otherwise in this agreement) will have exclusive jurisdiction over all aspects governing the interpretation and enforcement of this Agreement.
- 10.2 The Parties also agree and acknowledge that in case of any dispute or difference arising out of or in connection with this Agreement whether during its subsistence or thereafter between the parties including any dispute or difference relating to the interpretation of the Agreement or any clause thereof shall be settled by arbitration in accordance with the provisions of The Arbitration and Conciliation Act, 1996, or any statutory modifications thereof and shall be referred to a sole arbitrator, to be appointed by ABHFL alone.
- 10.3 The venue for conducting arbitration proceedings shall be conducted at the place mentioned **Schedule - I** and the language of arbitration shall be in English.
- 10.4 Notwithstanding anything contained in the Agreement, in the event, the Loan of ABHFL is assigned to any bank and/or financial institution which have the benefit under Securitization and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 Act ("**Securitization Act**") or The Recovery of Debts Due to Banks and Financial Institutions Act, 1993 (the "**DRT Act**") and/or the legal status of ABHFL changes or in the event of the law being made or amended so as to bring ABHFL under the Securitization Act or DRT Act (being notified under the Securitization Act and/or DRT Act), to enable ABHFL to enforce the security under the Securitization Act or proceed to recover dues from the Borrower under the DRT Act, the arbitration provisions contained shall, at the option of ABHFL, shall continue and if arbitration proceedings are commenced but no Award is made, then at the option of ABHFL such proceedings shall continue. Provided that neither a change in the legal status of ABHFL nor a change in law as referred to in this sub paragraph, will result in invalidating an existing award passed by an arbitral tribunal constituted pursuant to the provisions of the management

11. MISCELLANEOUS

- 11.1 The Parties agree that any delay or omission by ABHFL in exercising any of its rights, powers or remedies as the lender under this Agreement and other documents pursuant here to shall not impair the right, power or remedy or be construed as its waiver or acquiesce by ABHFL.
- 11.2 The Parties confirm that this Agreement and its Schedule and any other documentation pursuant to it shall represent one single agreement between the Parties.
- 11.3 This Agreement supersedes all prior discussions and representations between the Parties, including the ABHFL brochure, save with respect to the obligations of and representations made by the Borrower(s) to ABHFL set forth in any correspondence, application forms or otherwise made or agreed to be made howsoever.
- 11.4 The addresses of the Parties shall be as mentioned under the Schedule -I. The Borrower(s) shall forthwith inform ABHFL of any change in his address.
- 11.5 Any notice or request required or permitted under this Agreement to be given by either Party to the other shall be only in writing and sent on the address of the other Party as mentioned in the Schedule-I (or in case to the Borrower(s), on the address of the Borrower(s) last known to ABHFL). (a) If given by ABHFL, may be given by personal delivery, email, SMS, fax or by post and shall be deemed to have been served upon or received by the Borrower(s), if given by personal delivery, when so delivered and if by post on expiration of 3 days after the same has been delivered to the post office for onward transmission to the Borrower(s) under certificate of posting and if by email, fax or SMS, when so sent by the server (b) If given by the Borrower(s) to ABHFL when it is actually received by ABHFL.
- 11.6 All covenants, representations, warranties of the Borrower under this Agreement shall continue in full force and effect until all obligations have been satisfied.
- 11.7 Time is of the essence for the performance of all obligations in this Agreement by the Borrower.
- 11.8 Any provision in this Agreement, which is or may become prohibited or unenforceable in any jurisdiction, shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provision in the same or any other jurisdiction.
- 11.9 This Agreement shall become effective from the date of its execution and shall be in full force and effect till all the obligations of the Borrower under this Agreement and the other loan documents are fully paid off and discharged to the satisfaction of ABHFL.

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SCHEDULE - I

ARTICLE	HEADING	DETAILS
1	Date	20 Day of 11 / 2019 BHOPAL
2	Place of Execution of Agreement	BHOPAL
3	Branch Address	PLOT NO. 133 KAY KAY BUSINESS CENTRE, ZONE 1, M.P. NAGAR BHOPAL 462011
4	Name & Address of the Borrower(s): (Permanent/Registered office/Branch office/Principal place of Business)	<p>1. Name: MOHIT SHARMA</p> <p>Constitution: <input type="checkbox"/> Individual <input type="checkbox"/> Company <input type="checkbox"/> Partnership <input type="checkbox"/> HUF <input type="checkbox"/> Others</p> <p>Registered Address: A-2, 103 ASHOKA APARTMENT RRG TOWNSHIP BHOJPUR ROAD, NEAR BRITISH PARK BHOPAL (M.P.) 462047</p> <p>2. Name: NEHA SHARMA</p> <p>Constitution: <input type="checkbox"/> Individual <input type="checkbox"/> Company <input type="checkbox"/> Partnership <input type="checkbox"/> HUF <input type="checkbox"/> Others</p> <p>Address: NEHA SHARMA A-2, 103 ASHOKA APARTMENT RRG TOWNSHIP BHOJPUR ROAD NEAR BRITISH PARK BHOPAL (M.P.) 462047</p> <p>3. Name: _____</p> <p>Constitution: <input type="checkbox"/> Individual <input type="checkbox"/> Company <input type="checkbox"/> Partnership <input type="checkbox"/> HUF <input type="checkbox"/> Others</p> <p>Address: _____</p> <p>NA</p>
5	Name & Address of the Guarantor(s) (if any): (Permanent/Registered office/Branch office/Principal place of Business)	<p>Name: _____</p> <p>Constitution: <input type="checkbox"/> Individual <input type="checkbox"/> Company <input checked="" type="checkbox"/> Partnership <input type="checkbox"/> HUF <input type="checkbox"/> Others</p> <p>Registered Address: _____</p> <p>NA</p> <p>MMT</p>
6	Sanction Letter - Date (Sanction Letter shall form Appendix -I of Schedule -I)	20/11/2019 20/11/2019
7	Type and Purpose of Loan	HOME LOAN INSURANCE

[X]

HOME/VER2/OCT/2018/ABC

Applicant Signature

Co-Applicant Signature

[X]

8	Term/Tenure of the Loan (Months)	240 MONTHS	240 MONTHS	
9	Amount Sanctioned (in Indian Rupees)	10,00,000 /-	41,080 /-	
10	Security Mortgage of immovable property/iss: (Address & Description)	PLOT NO. 5-04 MAHA KAL COLONY, KOKTA KHASRA - 8/1/1/1/2/1 PT KHEDI ROAD, HUZUR WARD 62, Ph. 20		
11	Details of Mortgage (Equitable Mortgage, English, Simple Mortgage, other)	EM		
12	Sanction Conditions	10th As provided for in the Sanction Letter (APPENDIX - I) or MITC FLOATING 9.75%		
13	Due Date			
14	Repayment Mechanism			
15	Interest Rate Type (Fixed/Floating /Hybrid)			
16	Interest Rate			
17	Prepayment Charges			
18	Charges/Fees/Premium/etc			
19	Default Interest Rate/Penal Interest Rate over and above the applicable Interest Rate.			
20	Compounding of unpaid Interest			
21	Address For Notices to the Borrower (s) /Guarantor (s) (if any):	Address: A-2 103, ASHOKA APPARTMENT, RRG TOWNSHIP BHOJPUR ROAD, NEAR BRITISH PARK BHOPAL 462047 Phone No: 9205284434 Fax: _____ Email ID: MOHIT.SHARMA@SCHIMMERENERGY.COM ABHFL: Address: PLOT NO. 133 KAY KAY BUSINESS CENTRE, ZONE 1, M.P. NAGAR BHOPAL (M.P.) Phone No: _____ Fax: _____		
22	Place of Arbitration	Mumbai		
23	Receipt of copy of Loan Agreement and other documents	The Borrower acknowledge receipt of copy of this Loan Agreement and other documents executed in favour of the ABHFL		

HOME/VER2/OCT/2018/ABC

Applicant Signature

Co-Applcant Signature

IN WITNESS WHEREOF THE PARTIES HERETO HAVE EXECUTED/ CAUSED TO BE EXECUTED THESE PRESENTS ON THE DAY AND YEAR WRITTEN IN SCHEDULE - 1 ABOVE.

For the Company

THE COMMON SEAL OF:

Limited

Having its Registered Office at:

has been hereunto affixed
pursuant to the resolution of its
Board of Directors passed at the

Meeting held on the: _____ day of _____

In the presence of:

Mr./Ms. _____ and

Mr./Ms. _____

Two of the Directors of the
Company who have in token
thereof set their respective hands
here to in the presence of
Witness:

Mr./Ms. _____

For Partnership Firm

Name: _____

Place of business: _____

Signed and delivered on behalf
of the Borrower(s) by its partners:

Mr./Ms. _____

Mr./Ms. _____

Mr./Ms. _____

Mr./Ms. _____

Mr./Ms. _____

In the presence of Witness:

Mr./Ms. _____

For the Society

Name: _____

Place of business: _____

Signed and delivered on behalf
of the Borrower(s) by its
authorised signatories:

Mr./Ms. _____

Mr./Ms. _____

For the Individual Borrower(s)

1. Name: MOHIT SHARMA

Addresses: A-2, 103, ASHOKA APARTMENT RRG TOWNSHIP
BHOJPUR ROAD NEAR BRITISH PARK BHOPAL

2. Name: NEHA SHARMA

Addresses: A-2, 103, ASHOKA APARTMENT RRG TOWNSHIP
BHOJPUR ROAD NEAR BRITISH PARK BHOPAL

3. Name: _____

Addresses: _____

For ABHFL

Signed and delivered by

Aditya Birla Housing Finance Ltd. by the

hand of its authorised signatory: Mr./Ms. _____

Mr./Ms. _____

HOME/VER2/OCT/2018/ABC


Applicant Signature


Co-Applicant Signature