

**FACILITY AGREEMENT**  
**(Version CGHFL/HL/2026-27/Ver-10 Mar'26)**

BY AND BETWEEN

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(the Borrower)

AND

**Capri Global Housing Finance Limited**

(The Lender)

This **Facility Agreement** shall mean this Facility/ Loan Agreement and shall include the Schedules and Annexures hereto, as may be amended from time to time (hereinafter referred to as the "**Agreement**") is made on the date and at the place mentioned in the **Schedule** hereunder written by and between the person(s) named as Borrower and/ or Co-Borrower in the Schedule hereunder written having its/ his/ her/ their registered office/ office/ residence at the place more particularly specified therein, hereinafter referred to as the "**Borrower**", (which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) for the sake of convenience, whether individually or collectively, as the context may require; of the **First Part**

And

**Capri Global Housing Finance Limited**, (CIN No U65990MH2006 PLC161153) a company incorporated under the Companies Act, 1956, having its registered office at 502, Tower A, Peninsula Business Park, Senapati Bapat Marg, Lower Parel, Mumbai 400 013, acting through its branch office (hereinafter referred to as the "**Lender/ CGHFL**", which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) of the **Second Part**.

The Borrower and Lender shall hereinafter collectively be referred to as the "**Parties**" and individually as the "**Party**".

Whereas :-

- a. The Borrower desires to avail a loan facility of an amount as sanctioned under the Sanction Letter (as defined below) issued to the Borrower.
- b. The Borrower has requested the Lender to grant the Facility (as defined hereinafter) to the Borrower, and, relying on the representations, warranties and covenants made by the Borrower herein, the Lender agrees to grant the Facility to the Borrower, on and subject to the terms and conditions of this Agreement and the other Facility Documents (as defined hereinafter).

**Now this Agreement witnessed and it is hereby agreed by and between the Parties hereto as under :-**

## 1. DEFINITIONS

- a. "**Additional Security**" means such additional security as maybe provided by the Borrower or security provider in addition to the Security(as defined hereinafter) created under the respective security documents.
- b. "**Availability Period**" shall mean the period during which the Facility would be available for Disbursement.
- c. "**Benchmark Rate**" shall mean reference rate used to determine the interest rates on loans including but not limited to external benchmark linked lending rate (EBLR) or marginal cost of funds based lending rate (MCLR) as may be applicable on the loans/advances of Co-Lender as per the Reserve Bank of India (Interest Rate on Advances) Directions, 2016.
- d. "**Branch Office**" in relation to the Lender shall mean the branch office of the Lender, from where the Facility is sanctioned and/ or disbursed.
- e. "**Billing Date or EMI Date**" for the purposes of EMI shall mean the date specified by the Borrower at execution of this Agreement for payment of installment during the repayment period, as per the Borrower(s) convenience, which is more particularly set out in the Schedule hereunder written.
- f. "**Co-Lending Arrangement**" shall mean the arrangement

between the Lender and the Co-Lender for co-lending facilities enhanced by the Lender in favour of the borrowers, at such terms and conditions agreed between the Lender and the Co-Lender which may include proportional assignment/transfer of the right, title, interest and risk of the Lender in receivables, underlying security together with such other rights, benefits, powers, risk and guarantees and indemnities in relation thereto as contained in the facility documents of the borrowers and as may be decided by the Lender and the Co-Lender.

- g. "**Co-Lender**" shall mean an eligible scheduled commercial bank with which the Lender will enter into a Co-Lending Arrangement and execute deed of assignment.
- h. "**Costs and Expenses**" shall mean all and any costs and expenses and/ or liabilities borne or incurred by the Lender in connection with the Facility and all legal and judicial fees and incidental costs.
- i. "**CGHFL-Reference Rate (CGHFL-RR)**" shall mean the percentage rate per annum decided by the Lender from time to time and announced/ notified by the Lender as CGHFL- RR on its website or otherwise as the case may be. (For clarity CGHFL-RR may fluctuate from time to time and Payments Corporation of India (NPCI) for electronic fund transfer within India. even monthly, as may be determined by the Lender in its absolute discretion).
- j. "**Disbursement**" shall mean the disbursement of the Facility in part or in full to the extent up to the Facility Amount, in accordance with the Disbursal Request Form signed by the Borrower and the terms and conditions set out herein in that regard.
- k. "**Date of Disbursement**" shall mean any day during the Availability Period, on which pursuant to the request of the Borrower, the loan amount or any part thereof may be disbursed by the Lender subject to fulfilment of terms and conditions of this Agreement.
- l. "**Due Date**" shall mean the last day of the English calendar month (s) on which the Lender is entitled to receive any amounts in respect of the Facility including but not limited to the principal amount, Interest, and/ or any other applicable dues /monies, as specified in the Facility Documents.
- m. "**Electronic Clearing System/ Service (ECS)**" shall mean a debit clearing service notified by the RBI, participation in which has been consented to herein in writing by the Borrower for facilitating payment of EMIs, and shall be deemed to include transfer of funds electronically.
- n. "**Equated Monthly Instalments (EMI)**" shall mean the amount of periodic payments to be made by the Borrower at such intervals as specified in the Schedule hereunder written, towards repayment of the Outstanding Dues in terms of this Agreement.
- o. "**Event of Default**" shall have the meaning ascribed to the term under Clause 7 below.
- p. "**Facility/ Loan**" shall mean the loan facility availed by the Borrower for the amount referred to in the Schedule hereunder written as the "Facility Amount" granted by the Lender.
- q. "**Facility Documents**" shall mean this Agreement and include the Sanction Letter, security documents and such other documents incidental and/ or ancillary hereto and/ or contemplated hereby, which the Borrower has furnished to the Lender and/ or have been executed by the Borrower.

- r. **"Fees and Charges"** shall mean and include without limitation processing fees, administrative fees, service charges, prepayment charges, PDC/ ECS/ NACH dishonor charges, return of instrument charges, cheque swapping charges, loan reschedulement charges, loan statement charges, loan cancellation and rebooking charges, non-utilization charges, stamp duty, registration and other statutory charges, NOC issuance charges, legal collection, repossession and incidental charges, valuation charges, change in repayment frequency charges, and all other fees and charges payable by the Borrower to the Lender hereunder.
- s. **"Guarantor"** shall mean the person providing the guarantee to secure the Outstanding Dues and for the due performance of the terms and conditions of this Agreement.
- t. **"Interest rate"** shall mean and include the fixed, floating and semi-fixed interest rate, as more particularly provided in the Schedule below.
- u. **"National Automated Clearing House (NACH)"** shall mean the Automated Clearing House system introduced by National
- v. **"Outstanding Dues"** shall include, at any time, the Facility Amount then outstanding, overdue to be paid by the Borrower, including the accrued interest, Default Interest (if any), Costs and Expenses, Fees and Charges and all other payments and fees payable by the Borrower to the Lender in accordance with the terms of the Facility Documents or any other loan documents/ other arrangements with CGHFL.
- w. **"Part-Prepayment"** shall mean repayment of the outstanding balance, in part thereof by the Borrower, prior to the relevant Due Date as more particularly provided for in the Schedule (Prepayment) below.
- x. **"Penal Charges"** shall mean the quantum of penalty applicable to the Borrower on non-compliance of the material terms and conditions of this Agreement including but not limited to non-payment of the EMI and other Outstanding Dues on the Due Date under the Facility Agreement as more specifically mentioned in the Schedule hereunder.
- y. **"Post-Dated Cheques (PDC)"** means the cheques drawn by the Borrower in favour of the Lender for payment of the EMIs towards repayment of the Facility along with Interest.
- z. **"Pre-Equated Monthly Instalment Interest (Pre-EMI)"** means Interest at the rate indicated in clause on Pre-EMI, (as varied from time to time) on the Facility applicable from the date/ respective dates of Disbursement to the date immediately prior to the date of commencement of EMI.
- aa. **"Prepayment"** shall mean repayment of the outstanding balance, or any part thereof by the Borrower, prior to the relevant Due Date as more particularly provided for in the Schedule (Prepayment) below.
- bb. **"Processing Fee"** shall mean a non-refundable service fee payable by the Borrower to the Lender simultaneous with the execution of this Agreement, in consideration of the services rendered by the Lender towards the grant of this Facility.
- cc. **"Purpose"** means purposes as specified in the Sanction letter, End-use Letter/ Undertaking and/ or in the loan documents for which the loan (or any part thereof) is to be utilized by the Borrower.
- dd. **"Repayment Schedule/ Amortisation"** shall mean the schedule of dates on which the EMIs shall be due and payable by the Borrower to the Lender, which is more particularly set out in the Schedule hereunder written.
- ee. **"RBI"** shall mean and include Reserve Bank of India.
- ff. **"RBI Guidelines"** shall mean the guidelines on Co-Lending by Banks and NBFCs to Priority Sector bearing no FIDD.CO.Plan.BC.No.8/04.09.01/2020-21 dated November 5, 2020 and such other notification/guidelines/circulars circulated in relation to the Co-Lending by Banks and NBFCs to Priority Sector, as amended from time to time.
- gg. **"Repo Rate"** shall mean and include rate of interest at which commercial banks in India borrow money from RBI.
- hh. **"Sanction Letter"** shall mean the letter dated [●] issued by the Lender to the Borrower, sanctioning the Loan and/ or letter(s) as may be issued by the Lender from time to time to the Borrower.
- ii. **"Security"** shall mean (i) any or all of the properties specified in the Schedule hereto, on which security has been created / is to be created by the security provider, whether by way of mortgage, hypothecation, pledge and/ or any other mode, to secure the Outstanding Dues; and/ or (ii) the guarantees furnished by the Guarantor(s) specified in the Schedule hereto; and/ or (iii) the margin deposited by the Borrower with the Lender, to secure the Outstanding Dues. **"Standing Instructions (SI)"** means written instructions given by the Borrower to the Lender to debit the account of the Borrower maintained in a bank acceptable/ approved by the Lender for the amount of the EMI.
- jj. **"Taxes"** means all taxes, rates, stamp duty, levies, imposts, cesses, duties and other forms of tax, including (but without limitation to) Income tax, Goods and Services Tax, any other direct or indirect tax which is applicable or may be applicable on any future date, corresponding to the assets, securities, loan or any other charges or benefits under this Agreement and includes any Interest including (overdue interest), surcharge, penalty or fine in connection therewith which may be payable and means a deduction or withholding for or on account of tax payment under this Agreement.

The terms and expressions not defined herein, shall where the interpretation and meaning have been assigned to them in terms of the General Clauses Act, 1897, have that interpretation and meaning. The above definitions are illustrative and not to be treated as exhaustive.

## 2. FACILITY, INTEREST, ETC.

### 2.1 Amount of the Loan: -

- a. At the request of the Borrower and in consideration of the terms and conditions hereinafter, the Lender hereby agrees to provide to the Borrower, and the Borrower hereby agrees to avail the Loan not exceeding the amount listed in the Schedule.

The Borrower hereby agrees and undertakes that, under no circumstances, shall the Loan Amount, be used by the Borrower, for anything other than the Purpose as disclosed herein.

- b. The Disbursement of the Loan or any part thereof by the Lender may be made to the Borrower, or directly to the developer/builder/ construction company/ contractor/ seller of the Property, where applicable or any other Person, as the Lender may in its sole discretion deem fit.
- c. In an event where the Borrower is a Non-Resident Indian ("NRI") or Person of Indian Origin ("PIO"), additional terms and conditions shall be applicable, in addition to the terms and conditions set out in this Agreement, which would be required to be executed separately.
- d. The Lender shall not in any event or circumstance be liable or be construed as being liable to disburse any amount beyond the Loan Amount sanctioned by the Lender. The payment of any amount (beyond the Loan Amount) towards the purchase of the Property or other expenses or monies shall be made by the Borrower from his/ its/ their own funds/ genuine sources including without limitation, towards the Purchase Price of the Property and other costs and expenses, and in case the Loan being availed of by the Borrower is in replacement of/ switchover of a loan earlier availed by the Borrower from another bank/financial institution then any further interest or any additional amounts becoming payable to such bank/ financial institution as a result of any delay(s) in disbursement or any technical or system errors, etc.
- e. The Lender may enter into Co-Lending Arrangements with a Co-Lender and the Borrower agrees and understands that this Facility of the Borrower may be assigned to such Co-Lender under the Co-Lending Arrangement at any time after entering into this Agreement and the Borrower extends its consent towards such an assignment. In the event of assignment of Borrower's Facility under Co-Lending Arrangement, the Borrower agrees to abide by all the terms and conditions including fulfillment of all the obligations towards the Lender and such Co-Lender, as may be informed by the Lender separately.

### 2.2 Interest: -

- a. The Facility will carry Interest at the interest rate specified in the Schedule hereto. The EMI comprises of principal and interest calculated on the basis of reducing balance of principal at the interest rate applicable and is rounded off to the next rupee. Interest, Pre-EMI and any other charges shall be computed as specified in Clause 2.3 of this Agreement. The Repayment Schedule of the EMI in respect of the Facility is provided in the Schedule hereunder.
- b. The Lender would be entitled to modify and vary the Interest Rate/ EMI Date from time to time solely on account of changes in interest rates made by regulatory/ statutory authority as the case may be, from time to time. The Lender shall be entitled to revise the Interest at any time and from time to time as per its policy, Co-Lending Arrangement as provided hereinbelow, market conditions and/or applicable laws and regulations, if any, during the tenor of the Loan which will be effective only prospectively. Any change in variation in the EMI Date /Interest rate would be duly communicated in advance to the Borrower at the contact details available with the Lender through SMS/ E-mail/

Courier or any other electronic/ physical mode prevalent for the time being.

The ascertainment of rate of interest, besides other factors is based on risk analysis of the Borrower and that of the Security offered for repayment of the loan amount, as per Lender rules, policy and sanction conditions. In case of change in any risk profile of the Borrower during the continuity of the Loan due to external and/ or internal factors, Lender may change the applicable rate of interest, at its sole discretion, with prospective effect with prior written communication and the same shall be acceptable to the Borrower. The decision of Lender to this effect shall be final and binding on the Borrower.

- c. The Borrower agrees and understands that in the event of assignment of this Loan Agreement under the Co-Lending Arrangement, an all-inclusive rate as may be decided by the Lender and Co-Lender in pursuance of the Co-Lending Arrangement shall be applicable to the Loan and shall be referred in the Schedule attached hereto.
- d. Further, in the event of applicability of an all-inclusive interest rate to this Loan Agreement in pursuance of Co-Lending Arrangement, the Borrower agrees and understands that the co-lending ROI benchmark as decided under the Co-Lending Arrangement may vary in case of change in Benchmark Rate and/or change in Repo Rate by RBI or any other reason or change in RBI Guidelines/ applicable law that results in change in the Co-Lender's Benchmark Rate and/or change in CGHFL-RR, as the case may be, from time to time. The Borrower further agrees that computation of interest shall also change accordingly.
- e. Change in rate of interest on account of change in CGHFL-RR as specified in Clause 2.3b and Clause 2.3c of this Agreement shall lead to change in the EMI of this Loan by default. The Borrower can request for clarifications regarding such change in the EMI of Loan. However, the Lender's/Co-Lender's, as the case may be, decision shall be final regarding such change in the EMI of this Loan. At the time of reset of interest rates applicable on the Facility availed hereunder, the Borrower shall have an option to switch over to a fixed rate of interest as per the Lender's policy and rules.

### 2.3 Computation of Interest: -

#### a. For Fixed Rate of Interest

The EMI comprises of both principal and Interest calculated on the basis of the Schedule and is rounded off to the next rupee (fractions of less than 50 paise shall be ignored). The ratio/ proportion of the principal and interest constituting the EMI would vary in every EMI though the EMI may remain the same every month. Interest and any other charges except Pre-EMI shall be computed on the basis of a month of 30 (thirty) days or and a year of 360 (three hundred and sixty) days and Pre-EMI shall be computed on the basis of actual number of days in a year. Lender may at its discretion stipulate the periodicity of computation of Interest.

Provided that in an event the Lender changes the Interest rate prior to the disbursement of the entire Loan amount, the weighted average of the different Interest rates applicable to the different tranche of the disbursed amount shall be applicable to the Loan, forthwith from the date of such increase/ decrease.

It is hereby further clarified that any interest rate as may be agreed between the Lender and the Borrower is always applicable for the disbursed amount only.

Provided further that from time-to-time Lender may in its sole and absolute discretion alter the rate of interest suitably and prospectively subject to written

communication to the Borrower as per its internal policies or any changes due to Co-Lending Arrangement or in the money market conditions and the same shall be effective once communicated. The Borrower agrees that Lender shall have sole discretion to determine whether such conditions exist or not.

**b. For Floating Rate of Interest**

The EMI comprises of principal and the interest is calculated on monthly basis rests at the CGHFL-RR and is rounded off to the next rupee (fractions of less than 50 paise shall be ignored) and any other charges except Pre-EMI shall be computed on the basis of month of 30 (thirty) days and year of 360 (three hundred and sixty) days and Pre-EMI shall be computed on the basis of actual number of days in a year. Provided all future/ further CGHFL-RR applicable for the amount of loan lent by Lender to the Borrower shall be applied by Lender on the basis of Interest Rate Reset Revision Cycle (IRRRC) which is 1<sup>st</sup> (first) day of each month of English calendar year.

All computation of and subsequent variation in Floating Interest Rate shall be based on the "Reference Rate" preferred and agreed by the Borrower in the Schedule hereto and calculated by aggregating the spread specified by the Lender and the CGHFL-RR applicable from time to time.

In an event Lender changes Floating Interest Rate prior to the disbursement of the full Loan, the weighted average of the different Floating Interest Rate shall be applicable to the loan forthwith from the date of such increase or decrease till the first day of the month following the month in which the Reference Rate is changed.

In case of Pre-EMI, all future/ further Floating Interest Rate applicable to the Borrower shall be applied by the Lender on the first day of the month following the month in which the Reference Rate is changed.

The Floating Interest Rate applicable to the Loan Amount shall be on the basis of the Reference Rate prevailing on the date of final disbursement.

The Floating Interest Rate prevailing on the date of this Agreement or as changed from time to time shall be applied as follows:

- i. In the event of the Borrower having already commenced payment of EMI before the beginning of the month in which the Reference Rate has been revised on the outstanding principal amount of the Loan as at the beginning of next month, or
- ii. In the event of the Borrower not having commenced payment of EMI on the total Loan Amount drawn prior to revision of the Reference Rate.

In the events (i) and (ii) above, any Pre-payments made by the Borrower during the financial year shall be taken into account.

**c. For Semi-Fixed Rate of Interest**

The applicable rate of interest and the applicable period for fixed and variable rate of interest shall be as mentioned in the Schedule.

All computation and subsequent variation of semi-fixed rate of interest and the EMI shall be based on the CGHFL-RR preferred and agreed by the Borrower in the Schedule hereto and calculated by aggregating the spread specified by the Lender and the CGHFL-RR applicable from time to time. Provided all future/ further CGHFL-RR applicable for the amount of loan lent by Lender to the Borrower shall be applied by Lender on the basis of Interest Rate Reset Revision Cycle (IRRRC) i.e. each month of English

calendar year beginning from 1st day of every month of each year.

**2.4 Details of Disbursement and Conditions for Disbursement: -**

- a. The Lender in its sole and absolute discretion, may disburse the Loan either in lump sum or in suitable installments having regard to the needs of the Borrower. The Borrower shall acknowledge the receipt, in the form required by the Lender, of each amount disbursed under the Facility.
- b. All the payments to be made by Lender to the Borrower under/or in terms of this Agreement and charges, if any, in respect of all such transmission of amounts will have to be borne by the Borrower and interest on the disbursed Loan Amount will begin to accrue in favour of Lender from the date of disbursement of Loan and the Borrower shall be charged interest accordingly.
- c. That wherein the Loan Amount is disbursed to the Borrower in instalments and only interest is payable till the complete disbursement of the entire Loan, Lender shall be at liberty to start EMI on the disbursed amount any time after 12 (Twelve) months from date of commencement of first Pre-EMI at its sole discretion and the Borrower shall have no objection to the same
- d. The Facility may be reappraised on legal, technical and financial terms during the continuity of Facility or when not drawn down fully from the date of sanction. The Borrower may be required to furnish additional information / documents from the Borrower on such reappraisal. Further, upon such reappraisal the Lender may hold, suspend, down size, cancel and/ or recall disbursement of the loan facility, at its own sole discretion. Notwithstanding anything to the contrary, the Lender may by notice to the Borrower suspend or cancel further disbursements of the Facility if the Facility shall not have been fully drawn within such period from the date of the Sanction Letter as the Lender may specify.
- e. That in case the Purpose of the Loan is:
  - i. Acquisition/ purchase of property then: The Borrower clearly understands and agrees that the Lender would disburse the Loan Amount (whether in part or in full) for the acquisition of the property only after the Borrower's own contribution has been made for the same to the builder/ developer/ seller and the proof of the same (to the satisfaction of the Lender) has been furnished to the Lender by the Borrower. Further, the Lender shall also be entitled to verify the authenticity of such proof before disbursing the Loan.
  - ii. Construction/ Repair/ Improvement: The Borrower clearly understands and agrees that the disbursement towards construction/ improvement of property shall be made only after the construction/ improvement work has commenced on the property, and the proof thereof (to the satisfaction of the Lender) has been furnished to the Lender by the Borrower.
- f. Further, the Lender shall also be entitled to verify the authenticity of such proof before disbursing the Loan Amount. The disbursement shall be in stages as per the progress of work prescribed in terms of the internal guidelines of the Lender, as applicable from time to time.
- g. That in case the Purpose of the Facility is both acquisition/ purchase and construction/ repair/ improvement etc. then each part of the Loan would be subject to the relevant terms and conditions contained herein above.
- h. Acquisition/ Purchase of a residential plot only or also construction thereon: The Borrower clearly understands and agrees that he/ she/ they will completely construct the

dwelling unit within 36 (thirty six) months from the date of first disbursement. If the Borrower has availed Loan Facility for construction on such plot then the disbursement towards construction of Property shall be made only after the construction work has been commenced on the Property, and the proof thereof (to the satisfaction of the Lender) has been furnished to the Lender by the Borrower.

- i. The disbursement shall be in stages as per the progress of work prescribed in terms of the internal guidelines of the Lender as applicable from time to time. In any case, such construction needs to be commenced within twelve (12) months and get completed within 36 (thirty-six) months from the date of first disbursement.

#### **2.5 Conditions for Disbursement:**

- a. The obligation of the Lender to make any Disbursement under the Loan as required in the Disbursement Request Form ("DRF") signed by the Borrower, shall also be subject to the full satisfaction of the Lender.
- b. That the Lender may if required for the betterment/perfection of the Security furnished or for any such reasonable reasons may disburse the Loan Amount as may be required for the same from time to time even in absence of the DRF.
- c. If the Borrower fails to withdraw and/ or use the entire loan, for the Purpose specified within Availability Period, then Lender, in its sole discretion: (a) May alter or reschedule the EMIs in such a manner and to such extent as Lender may deem fit and proper. Thereupon the Repayment will be made as per the said alteration and rescheduled EMI; or (b) May by notice to the Borrower suspend or cancel further disbursements of the Loan Amount.

#### **2.6 Repayment:**

- a. At the request of the Borrower and if agreed to by the Lender, the Borrower shall pay EMI to the Lender every month from the date of commencement of EMI as specified in the Facility Agreement and also Pre-EMI till the payment of the first EMI.

The EMI payable by the Borrower may be on the full Loan Amount irrespective of full disbursement of the Facility having not been made. Change from time to time may be made to the terms of the repayment of the Loan Amount corresponding to the amounts of the Loan Amount disbursed. As and when disbursements are made under the Loan Amount, the term of repayment of the Loan Amount shall be increased to amortise the prior disbursement(s) and the disbursement which is being made. Lender reserves the right to revise the terms of the Facility at its sole discretion.

At the request of the Borrower and if agreed upon by Lender, the Borrower shall pay to the Lender, EMI on the amounts disbursed under the Loan based on the full tenor of the Loan. On each subsequent disbursement, the EMI of the Loan shall be increased to amortise the Loan over the balance term of the Loan.

Loan shall be repaid as per the Repayment Schedule and through NACH/ ECS/ Post Dated Cheque (PDCs) or any other mode decided mutually from time to time. In case the initial set of PDCs are exhausted, the Borrower shall be liable to replenish PDCs before 3 (three) months of the last PDC date. In case NACH or ECS is not registered by the payee's bank, then repayment shall be done by PDCs. Subject to Clause 2.3, the Borrower will amortize the Facility as stipulated in the Schedule. In addition to the

above, the Borrower shall pay to the Lender Pre-EMI every month, if applicable.

- b. Any revocation of the ECS/ NACH instruction/ SI/ dishonor of a PDC would make the Borrower liable to a dishonor charge. The levy of dishonor charges in such event, is without prejudice to the rights of Lender under the Negotiable Instruments Act, 1881 and/ or The Payment and Settlement System Act 2007 or any other Act as may be notified and/ or as amended from time to time, any other rights and remedies available to the Lender in law or contract.
- c. Any question or dispute about the Outstanding Dues or manner of computation of interest or any other charges under the Facility Documents will not enable the Borrower to withhold payment of any EMI or any Outstanding Dues.
- d. The Borrower agrees and understands that in the event of demand made by any banks or financial institution(s) from whom the Lender/Co-Lender obtained financial assistance, the Borrower shall pay the EMI directly to such banks/ financial institutions. The Borrower agrees that he shall not do or cause to be done anything which will impede the rights of such banks/financial institutions in their recovery of any dues, including the rights over the product, if any.
- e. The Borrower further agrees that the Lender or any third party appointed by Lender in this regard may send reminders to the Borrower in respect to the payment of Outstanding Dues either through a telecall or SMS or email or any other suitable form of digital communication or by way of physical visit at the place of residence / business and any tele call or personal visit for the recovery of Outstanding Dues shall be made to the Borrower between 8 am to 7 pm.
- f. The Borrower may, in accordance with the Lender's rules and policy, choose to enhance the amount of its EMI or increase the tenor of this Facility or may opt for both and the same shall be accepted by the Lender in accordance with its policy and rules.

#### **2.7 Prepayment :-**

- a. The Borrower may choose to prepay the loan amount either partly or fully during continuity of the Loan Facility and prepayment shall be made and accepted as per Lender's policy and rules, including the prepayment charges, applicable from time to time, unless specifically mentioned in the Schedule hereto and in accordance with statutory guidelines.
- b. That in case of non-individual Facility, the prepayment charges will be applicable as per the statutory guidelines and policy of the Lender, as on date of such prepayment.
- c. The latest update on the Lender's charges is also listed on the official website of the Lender [www.cgclhomeloans.com](http://www.cgclhomeloans.com).

#### **2.8 Taxes**

The Borrower shall be liable to pay :-

- a. all the present and future Taxes which may include Goods & Services Tax (GST), interest tax, stamp duty, income tax on the transaction envisaged hereunder or any other Taxes as may be applicable/ notified from time to time by the appropriate authorities, and/ or
- b. all present and future Taxes which may include any duties, expenses, levies, imposts and other charges whatsoever

in relation to this Agreement,

It is hereby agreed between the parties that in the event of the default by the Borrower, the Guarantor should be liable to pay any tax on assets, Securities, Facility or any other charges arising in relation to this Agreement.

The Borrower hereby agrees to suitably indemnify the Lender from any loss caused to the Lender due to any liability for payment of taxes pursuant to the provision of the Facility, save and except as provided herein in this Agreement.

## 2.9 Application of Payments

Unless otherwise agreed to by the Lender, any payment due and payable under this Agreement and made by the Borrower will be appropriated towards such dues in the order, namely:

- I. EMI (Interest Portion)
- II. EMI (Principal Portion)
- III. Other applicable charges, if any
- IV. Repayment of balance principal Facility Amount

If the Borrower pre-pays full/ only a part of the amount payable by the Borrower to the Lender or the amount is recovered by the Lender after the Borrower has defaulted in making regular payments of the Facility availed and/ or the Outstanding Dues is declared as Non-Performing Asset (NPA), the Lender shall be entitled to adjust the amount pre-paid/ recovered/ received by the Lender against the amount payable by the Borrower in such manner as the Lender thinks fit.

The declaration of Outstanding Dues as NPA by the Lender shall for all practical purposes be recognized on the basis of the Due Date from when the amount becomes overdue for such period of time, as specified under the applicable laws.

## 2.10. Cancellation of facility

The Lender may, in its own discretion without assigning any reason and upon written notice mailed or delivered to the Borrower and/or Obligor(s) cancel any Facility granted to the Borrower and also refuse to disburse future tranches and demand repayment thereof. Notwithstanding any cancellation, all the provisions of this Agreement for the benefit or protection of Lender and its interests shall continue to be in full force and effect as specifically provided in this Agreement. It is specifically understood that the power to cancel shall rest solely with the Lender and the Borrower and/or Obligor(s) shall not have any right to cancel any Facility or any part thereof.

## 3. SECURITY

- a. The Borrower agrees and undertakes that the Facility together with all Outstanding Dues thereunder shall be secured by the Security specified in the Schedule to this Agreement and that the Borrower shall take all necessary steps to create the Security in terms of this Agreement.
- b. The Borrower declares and assures that the property(ies) on which Security is created in favour of the Lender is the absolute property(ies) of the security provider / Borrower and free from any prior charge, lien or encumbrance whatsoever. The Borrower agrees that in the event any prior charge, lien or encumbrance is created over the Security the same shall be disclosed to the Lender in the Schedule and all documents/ approvals/ certificates for creating valid charge over the Security, such as approval from other lender/ mortgagee, along with this Agreement.
- c. In the event of the Security being found to be insufficient/ of inferior value subsequently/ incorrect in value, the Borrower and/ or Guarantor shall be directed to furnish Additional Security as may be required by the Lender or

the Lender may at its sole discretion reduce the Loan amount/ withhold the release or further release of the Loan Amount or the Facility may be recalled/ repayment of the Loan Amount be accelerated by Lender with immediate effect.

- d. The Borrower agrees and undertakes that the Lender, shall have a first and exclusive charge over the said Security as more particularly describe in the Schedule hereto and that the Borrower/security provider shall not create any other encumbrance, charge or security interest in the Security in favour of any other person or body, except with the prior written consent of the Lender. The Borrower agrees that in the event any prior charge, lien or encumbrance is created over the Security the same shall be disclosed to the Lender in the Schedule and all documents/ approvals/ certificates for creating valid charge over the Security, such as approval from other lender/ mortgagee shall be provided, along with this Agreement.
- e. The Security/ additional Security is continuing security for the payment, performance, satisfaction and discharge of all Outstanding Dues by the Borrower to the Lender, and shall not be satisfied by any intermediate payment or satisfaction by or on behalf of the Borrower.
- f. The Security and the additional Security shall be in addition to and not in derogation of any other security, which the Lender may at any time hold in respect of the Outstanding Dues and shall be available to the Lender until all accounts between the Lender and the Borrower in respect of the Facility are ultimately settled and the Lender consents to give a discharge/ release in respect of the Security.
- g. All Security(ies) furnished by the Borrower to the Lender in connection with the Loan shall be deemed to be continuing security(ies) and shall not be discharged till such time that all the dues in respect of the Facility or any other facility or loan taken by the Borrower and/ or Guarantor from the Lender, are fully paid to the complete satisfaction of the Lender and the Lender gives its consent in writing for the discharge of such security(ies).

## 4. CONDITIONS PRECEDENT & CONDITIONS SUBSEQUENT

### 4.1 Conditions Precedent

- a. The following shall be conditions precedent for disbursement of the Facility or any tranche thereof, which need to be complied with to the Lender's satisfaction ("**Conditions Precedent**") :-
  - i. The obligation of the Lender to make any disbursement under the Loan as required in the DRF signed by the Borrower shall be subject to the full satisfaction of the Lender of the terms and conditions of this Agreement and the Facility Documents.
  - ii. The Borrower shall, prior to receiving the disbursement of the Loan, have utilised his own contribution towards the Purpose of availing the Facility and shall provide documentary evidence of the same to the Lender, as required by the Lender from time to time.
  - iii. The Guarantor and the Borrower shall execute such documents with as may be required by the Lender in relation to the creation of Security in favour of the Lender.
- b. The Borrower shall ensure that there is no violation in the terms of the sanctioned plan, construction approval terms and it shall be the sole responsibility of the Borrower to

obtain the completion certificate within such period as may be specified by the Lender, of completion of construction, failing which the Lender shall have the power and the authority to recall the entire Loan Amount with interest, costs and other bank charges as the Lender may deem fit.

- c. Borrower shall provide any invoices that may be required by the Lender, from time to time, if the purpose, inter-alia, is to finance the purchase of certain goods by the Borrower.

The Borrower/ security provider shall, prior to disbursal of the Loan Amount, have executed all the security documents and shall have created a perfect Security in the form and manner acceptable to the Lender and shall ensure appropriate filing of charge, if any.

No extraordinary or other circumstances shall have occurred which shall make it improbable for the Borrower to fulfil his/ it's/their obligations under this Agreement.

The Borrower shall provide evidence or satisfy the Lender to the effect that there is no action, suit, proceedings or investigations pending or is threatened by or against the Borrower or Guarantor or security provider, before any Court of Law or government authority or any other competent authority which might have a material adverse effect on the financial and other affairs of the Borrower or the Guarantor or the security provider.

The borrower shall provide evidence or certificate from its auditor, as the Lender may prescribe, satisfying the Lender about the utilization by the Borrower of the proceeds of any prior reimbursements towards the Purpose mentioned in the Schedule and that there has been no diversion / siphoning of Loan Amount by the Borrower.

The Borrower shall have complied with any of the additional conditions precedent that may be required by the Lender from time to time. Notwithstanding the nature of the Facility, the delivery of the documents and/ or evidence of fulfilment of the Conditions Precedent set out in this Clause 4 on Condition Precedent above as well as other requirements of the Lender to the satisfaction of the Lender or to the legal advisors of the Lender shall be condition precedent to the Lender disbursing the Loan in favour of the Borrower.

#### **4.2 Conditions Subsequent: -**

- a. In the event that the Borrower is a company/ limited liability partnership, it must register the charge created in favour of the Lender in proper form, with the applicable Registrar of Companies within a period of 30 (thirty) days from the date of creation of charge in relation to the Security created in favour of the Lender, as per the security documents.
- b. The Borrower shall take all necessary actions to perfect and cause all necessary actions to be taken by the security provider(s) to cause to be perfected, the Security, in favour of the Lender, in accordance with the terms of the security documents, including but not limited to ensuring that the security documents, where required, are duly registered under the provisions of the Registration Act, 1908 and subsequently as amended from time to time.

#### **5. REPRESENTATIONS BY THE BORROWER & GUARANTOR**

The Borrower represents and warrants to the Lender as follows:

- i. The Borrower is legally competent to contract and is

lawfully constituted and existing with good standing and operating in keeping with the Laws of India.

- ii. The Borrower has taken all necessary actions and obtained all necessary permissions, consents, approvals etc. as required under Law for entering into and for performance of its obligations under this Agreement and for availing the Facility/ies.
- iii. Each person executing this Agreement is duly authorised by the Borrower to execute and perform this Agreement so as to bind the Borrower.
- iv. Neither, the execution and delivery of this Agreement nor the performance of the Borrower hereunder shall result in any breach of the Laws of India or any covenants made or undertaking given by the Borrower under any Agreement or arrangement with any other person other than the Lender.
- v. Neither the name of any of the Borrower nor of any such Borrower's directors, partners, key managerial personals, or any person in charge and responsible for the management of affairs of the Borrower entity, as applicable, appears in the wilful defaulter list or any other defaulters list as may be published by competent authorities (including the Reserve Bank of India) from time to time. In the event any such person whose name appears in the list of wilful defaulter list, as may be published by RBI / credit information companies or any competent authority, is found to be part of the Borrower's board of directors, partners, key managerial personnel, or any person in charge and responsible for the management of affairs of the Borrower entity, as applicable, then the Borrower agrees to take effective measures and steps, as may be necessary, to expeditiously remove such person from its board, or management (as applicable).
- vi. None of the following is in default or violation or breach of or under any Law/ contract:
- a. directors and key managerial personnel when the Borrower is a Company; or
- b. Borrower partners when the Borrower is a partnership firm; or
- c. All the Borrower when the Borrower is an individual, sole proprietorship firm and/ or any other legal entity.
- vii. No Borrower has:
- a. Filed a petition or application or initiated any action before any court, tribunal or authority for insolvency, bankruptcy, compromise, arrangement, registration as Sick; and
- b. Been served with or threatened with a notice of insolvency or bankruptcy.
- viii. No petition or application has been filed or action initiated by any person towards any on the Borrower insolvency or bankruptcy or for declaration of Sick or equivalent of any of the Borrower.
- ix. Liability of the Borrower(s), where there are co-borrowers, to be joint and several. Where the Facility is provided to more than one Borrower, notwithstanding anything herein stated, the liability of the Borrower to repay the Loan Amount together with interest, and all other amounts payable under the present Agreement and to observe the terms and

conditions of the present Agreement and also the terms and conditions of any other agreement(s), document(s) that may be executed between the Borrower with the Lender in respect of the Facility or any other loan or loans, is joint and several.

## 6. COVENANTS

In consideration of the Lender having agreed to grant/granted the Facility(ies), the Borrower covenants and undertakes that until all amounts under the Facility (including principal, interest, commission, discount, charges, Fees and Costs) are repaid by the Borrower to the Lender, the Borrower shall:

- a. Maintain its good standing, comply with the terms of this Agreement and do all that is necessary to maintain in full force and effect all authorisations, approvals, licenses and consents to enable it to lawfully carry on its business/ obligations.
- b. Inform the Lender, upon any inability of the Borrower to pay any amount when due to any person or fulfil any of its obligations under any contract.
- c. Inform the Lender, upon occurrence of the Event of Default.
- d. Not initiate or conclude, without prior written consent of the Lender, any amalgamation, merger or consolidation.
- e. Shall comply with the terms and conditions, all the rules, regulations, bye-laws, etc., of the concerned co-operative society, association, company or any other competent government authority in relation to the Security and shall pay maintenance charges, municipal tax, and other charges as may be payable in relation to the Security and/or of the use thereto.
- f. Not affect any change to its share holding pattern if the Borrower is a Company or the constitution of the Partners if the Borrower is a partnership firm, without prior written consent from the Lender and if the Borrower is an individual then he/she shall notify the Lender of any change in his / her employment or profession.
- g. Shall promptly inform the Lender of any loss or damage to the Security due to any act of God or damage or other risks against which the said Security may not have been insured.
- h. Shall provide a certificate from its auditor, as and when required by the Lender, evidencing that there has been no diversion / siphoning of the Loan Amount by the Borrower.
- i. Not be entitled to renewal, enhancement, fresh credit facilities, or restructuring existing Facility from the Lender under any circumstances, so long as the name of its promoter(s), director(s), partner(s), and/or the person in charge and responsible for the management of the affairs of the Borrower entity, as applicable, remains in the list of wilful defaulter.
- j. The Borrower acknowledges and agrees that the Lender has a right to engage external or internal auditors to monitor and investigate the Facility and the Borrower's loan account, in case of any suspicion or indication of fraudulent activity or wrongdoing, as per the Lender's board-approved policy. The Borrower shall fully cooperate with the auditors, to provide all necessary access, information, and documents to ensure the timely completion of such audits. In the event the audit report submitted remains inconclusive or is delayed due to non-cooperation by the Borrower, the Lender shall have a right to, based on the information/material available on its

records and its own internal investigation or assessment, determine the status of the Borrower's loan account and the Facility at its discretion, including concluding whether the account is fraudulent or otherwise.

## k. Disclosure under the Insolvency and Bankruptcy Code, 2016

- i. The Borrower hereby gives specific consent to the Lender for disclosing/submitting the 'financial information' as defined in Section 3 (13) of the Insolvency and Bankruptcy Code, 2016 ("**Code**") read with the relevant Regulations/Rules framed under the Code, as amended and in force from time to time and as specified there under from time to time, in respect of the Facility availed from the Lender, from time to time, to any 'Information Utility' ("**IU**") as defined in Section 3 (21) of the Code, in accordance with the relevant regulations framed under the Code, and directions issued by Reserve Bank of India to the banks/financial institutions from time to time and hereby specifically agrees to promptly authenticate the 'financial information submitted by the Lender, as and when requested by the concerned IU.
- ii. The Borrower also undertakes that, (a) any CIC, Information Utility and any other agency so authorized may use, process the said information and data disclosed by the Lender in the manner and mode as deem fit by the Lender; and (b) any CIC, IU, and any other agency so authorized may furnish for consideration, the processed information and data disclosed or products thereof prepared by them to banks, financial institutions, and other credit guarantors or registered users, as may be specified by the RBI in this behalf.
- iii. The Borrower agrees, undertakes and authorizes the Lender to exchange, share or part with all the information, data or documents or other information as provided by the Borrower mentioned in this Clause 6 (k) (ii) (Disclosure under the Insolvency and Bankruptcy Code, 2016) and also the information relating to the conduct of the Borrower's accounts, credit history or repayment record, with other banks/ financial institution involved in the financing arrangement to the Borrower including the Co-Lender, whether under sole or consortium banking arrangement and also with the banks / financial institutions intending to finance the Borrower, as the bank may deem necessary or appropriate as may be required for use or processing of the said information / data by such banks/ financial institutions or furnishing of the processed information / data to other banks / financial institutions / credit providers and the Borrower shall not hold the Lender liable in any manner for use of such information.
- iv. In the event the Borrower commits a default under this Agreement in relation to the Repayment of the principal amount/Interest within the stipulated time period set out herein, the Lender, TransUnion CIBIL Limited, and/or the Reserve Bank of India shall, without any qualification, be entitled to, disclose or publish the name of the Borrower as defaulters in such manner and through such medium as the Lender/TransUnion CIBIL Limited/ Reserve Bank of India may think fit in their absolute discretion.

## l. National Building Code:

- i. The provisions of the National Building Code of India framed by the Bureau of Indian Standards / any other statutory authority in force and/or as amended from

time to time or any statutory re-enactment thereof have been complied with.

- ii. The structural design of the buildings and/or structures forming part of the Project (including any additions, modifications, extensions or alterations to full or part of existing construction including, without limitation, to the entire range of housing construction, buildings and non-buildings) are disaster-resilient and all aspects of safety are accounted for in the design thereof.
- iii. The Borrower shall at all times keep aware about the building structure safety norms and shall take all possible care and caution to maintain the building structure to be safe and intact even in case of natural disasters and calamities. In case the Borrower plans to build on/ develop the land, where the mortgage property is the plot/ piece of land, the Borrower shall abide with the guidelines provided by the National Building Code of India in compliance and consonance with the Bureau of Indian Standards (BIS) norms along with the National Disaster Management Authority (NDMA) Guidelines as prescribed for the safety and security of the building structure.
- iv. Any amendment or waiver affected in accordance with this Clause 6 (k.iv(National Building Code) shall be binding upon all the Parties and their respective successors and permitted assigns. In the event this Agreement requires any amendments to be made pursuant to any guidelines and/or directions issued by the National Housing Board, then the Parties agree and acknowledge to make such amendments as may be required.

### 6.1 Negative Covenants

The Borrower further covenants with the Lender that unless, the Lender otherwise previously approves in writing, the Borrower shall :-

- a. Ensure that the Security are not let out or given on leave or license or create any encumbrance whatsoever or otherwise howsoever alter with the possession or carryout any substantial modification or any material alteration, modifications, construction or demolition of the Security or any part thereof without the prior written consent of the Lender.
- b. Ensure that the Security or any part thereof is not sold, mortgaged, leased, surrendered or otherwise howsoever alienated, encumbered or any third party interest has been created..
- c. Not stand as surety for anybody or guarantee the repayment of any indebtedness or the purchase price of any asset.
- d. Not execute any document, such as power of attorney, or any other similar or other deed, in favour of any person to deal with the Security in any manner.
- e. Not affect any partition of the Security by an oral agreement or otherwise or enter into any family arrangement or use it for the purpose of business or create any encumbrance whatsoever on the Security.
- f. Until all Outstanding Dues are satisfied by the Borrower, it shall not affect any change in management or existing ownership or control or its share holding pattern if the Borrower is a Company or dissolves or changes the constitution of the partners if the Borrower is a partnership

firm, without prior written consent from the Lender.

- g. Until all Outstanding Dues are satisfied by the Borrower (if the Borrower is an individual), he/ she shall not leave India for employment or business or for a long term stay abroad without fully repaying the Loan amount together with interest and other dues and charges including prepayment charges as contained in the Schedule herein without the prior written consent of the Lender.
- h. In the event the Borrower becomes a NRI, he/ she agrees to repay the Facility in accordance with the rules, regulations, guidelines and norms of the applicable regulatory/ statutory authority so stipulated.
- i. Until all Outstanding Dues are satisfied by the Borrower (if the Borrower is a HUF or a Society), it shall not make any change in the constitution, management or existing ownership or control of the Borrower.
- j. The Borrower further covenants with the Lender that the Borrower shall not use the Facility for any other use other than the Purpose as specified.

### 7. EVENTS OF DEFAULT

If one or more of the events specified in this clause/ article (hereinafter called “**Events of Default**”) shall have happened, then, the Lender by a written notice to the Borrower, may:

- a. recall the entire Loan/ declare the principal of and all accrued interest on the Facility/ Loan payable by the Borrower immediately under or in terms of this Agreement and/ or any other agreements, documents, subsisting between the Borrower and the Lender, as well as all other charges and dues. Upon such declaration, the same shall become due and payable forthwith and the Security in relation to all loans shall become enforceable, notwithstanding anything to the contrary in this Agreement or any other agreement(s) or document(s);
- b. cancel the Facility whereupon no further utilization can be made of the Loan and hold the disbursement of remaining Loan amount, if any, and/or;
- c. exercise any right, power, or remedy permitted to it by law, including by suit, in equity, or by action at law, or both, or otherwise (including appointment of receiver), whether for specific performance of any covenant, condition or term contained in this Agreement or any other Facility Documents, or for an injunction against a violation of any of the terms and conditions of this Agreement, or in aid of the exercise of any power or right granted in this Agreement or any other Facility Documents.

The occurrence of any of the following events or circumstances shall constitute an Events of Default hereunder:

- a. If any default shall have occurred in payment of Interest and/ or EMI's or any part thereof and/ or in payment of any other amounts due and payable to the Lender on the Due Date in terms of this Agreement and/ or in terms of any other agreement(s)/ document(s) which may be subsisting or which may be executed between the Borrower and the Lender hereafter.
- b. If default shall have occurred in the performance of any other covenants, undertakings, conditions or agreements on the part of the Borrower under this Agreement or any other agreement(s) between the Borrower and the Lender in respect of the Facility or any other loan or where any representation or statement made by the Borrower in any of the Facility Documents or in this Agreement or in any notice

or other document, certificate or statement delivered by it pursuant hereto or in connection herewith or orally is or is proven to have been incorrect or misleading.

- c. If any information provided by the Borrower to the Lender in the application for Facility or otherwise is found to be misleading or incorrect in any material respect or any representation or warranty referred to in Clause 5 is found to be incorrect.
- d. The Borrower entering into any arrangement or composition with its creditor or committing any act resulting in the Borrower, if individual/ partnership/ HUF, becoming insolvent/ bankrupt and if a company, being ordered to be wound up..
- e. If the Borrower fails to furnish any information or documents required by the Lender within the time frame as may be stipulated by the Lender.
- f. If the Borrower fails to inform the Lender of the occurrence of any Event of Default or potential Event of Default.
- g. If a cheque/ ECS/ NACH/ any other instrument, as the case may be, is provided in respect of any monthly payment is not paid on the date thereof or where any such cheque is renewed before the date of its payment; or if a cheque in respect of any payment including but not limited to EMI is dishonored.
- h. If any Security for the Facility becomes infructuous or is challenged by the Borrower or any other person.
- i. Where the Borrower or where the Facility has been provided to more than one Borrower, if any one of the Borrower (in case the Borrower is an individual) gets divorced or dies and the other surviving Borrower is incapable of securing the Loan in the sole opinion of the Lender.
- j. Where any payment made by the Borrower to the Lender falls short of payment required to be made by the Borrower with respect to the amount due on any Due Date from the Borrower to the Lender.
- k. If the Borrower commits any default under any credit loan agreement, indebtedness or arrangement entered into by the Borrower with the Lender, its subsidiaries, affiliates or any Person, company, financial institution/ non-banking financial company and/ or other creditors.
- l. The occurrence of any other event or circumstance, which would or is likely to have a material adverse effect in any manner, including but not limited to any change/ impairment in the financial capacity or any other capacity whatsoever of the Borrower or security provider and / or the Guarantor to repay the Facility, the opinion of the Lender in this regard being conclusive or any event or circumstance, which would have a material adverse effect on the Borrower or security provider and/or the Guarantor in performing their respective obligations under this Agreement and/ or the security documents.
- m. If the Lender apprehends or has reason to believe that the Borrower is utilizing the amount borrowed or any part thereof for any purpose other than the Purpose specified basis which the Facility has been sanctioned.
- n. Any representation or warranty made by the Borrower and/ or the Guarantor is found to be misleading, incorrect or false.
- o. Any process being issued by any competent judicial and/ or quasi-judicial authority in execution of a decree or attachment before judgment of the properties of the Borrower/ Guarantor offered as Security and/ or Additional Security to the Lender.
- p. If any order has been passed against the Borrower pursuant

to Section 138 of the Negotiable Instruments Act, 1881 or and/or Section 25 of The Payment and Settlement Systems Act, 2007, as amended from time to time, in respect of loans and/ or indebtedness availed by the Borrower or if any action has been initiated against the Borrower for enforcement of any security in respect of any loan availed by the Borrower or if the Borrower defaults in any payment in respect of any other loan availed by the Borrower, or if the Borrower is unable to pay its debts as they fall due or the Borrower commits any other act of insolvency.

- q. Occurrence of Cross Default (as defined hereinafter), i.e. where the Borrower and/ or Guarantor makes a default in the performance of any of the terms and conditions of any agreement or credit agreement, under any of the loan account numbers or arrangement with the Lender or its group companies or subsidiaries and affiliates or any bank/ financial institution/ non-banking financial company/housing finance company and other lender/ creditors and in respect of any credit agreement or arrangement with the Lender or its subsidiaries and affiliates, and vice versa.
- r. A cross default shall mean if any of the below mentioned as below occurs ("**Cross Default**"):
  - i. Any commitment for any debt of the Borrower is cancelled or suspended by a creditor as a result of an Event of Default (however described); or
  - ii. Any creditor of the Borrower becomes entitled to declare any debt due and payable prior to its specified maturity as a result of an Event of Default (however described); or
  - iii. Any encumbrance over any assets of the Borrower to secure any other debt becomes enforceable.
- 8. **Pre-Possession:** The Borrower agrees that, on occurrence of any one of the Events of Default as specified above, the Lender shall have a right to take possession of the Security in accordance with the applicable laws, following the procedures set forth below:
  - a. Notice Period Before Possession: The Lender shall provide the Borrower with a written notice specifying the intent to possess the Security, with a minimum notice period of 15 (fifteen) days before taking possession.
  - b. Waiver of Notice Period: The Borrower acknowledges that under specific circumstances, such as fraud, deliberate concealment of facts, or immediate risk to Security, the Lender may waive the notice period requirement and shall take the pre-possession of the Security immediately upon being aware of the aforesaid circumstances.
  - c. Procedure for Taking Possession: After the expiry of the notice period or in the event of waiver of the said notice period, as the case may be, the Lender shall take possession in accordance with the Securitization and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002. The Lender shall provide a reasonable time to the Borrower to retrieve his / her personal belongings from the Security.
  - d. Final Opportunity for Repayment: Before the sale or auction of the pre-possessed Security, the Borrower shall be provided with a final opportunity to repay the Outstanding Dues in full within such time period as may be prescribed by the Lender.
  - e. Re-possession Procedure: In the event of the payment of all the Outstanding Dues by the Borrower before the Sale / Auction of the Security, the Lender shall provide re-possession of the Security within 30 (thirty) days from such payment in accordance with

recovery policy and procedures of the Lender.

- f. Procedure for Sale/Auction of Security: In the event of failure to settle the Outstanding Dues within the stipulated period as mentioned above, the Lender shall proceed with the sale or auction of the Security. The Borrower understands that the Lender shall conduct the sale or auction of the pre-possessed Security in accordance with the Lender's recovery policy and the applicable laws including but not limited to sending out the public notices, valuation of the Security, and transparent auction processes.
- g. One time Settlement: The Borrower may also apply for a one-time settlement, if eligible, in accordance with the Lender's recovery policy.

## 9. EVIDENCE OF DEBT

- a. The Borrower hereby agrees to accept the Lender's accounts, realization and recovery of Security as sufficient proof of amounts realized and related expenses incurred.
- b. In any legal action or proceeding arising out of or in connection with this Agreement or any of the Facility Documents, the entries made in the accounts maintained by the Lender pursuant to this Clause 8 shall be prima-facie evidence of the existence and amounts of the obligations of the Borrower therein recorded and amount of realization, recovered and expended.
- c. Without prejudice to the contents of this Clause 8, in the event the Borrower desires to question any statement or any part thereof or any matter connected therewith, the Borrower shall inform the Lender the full details of the same within a maximum of 15 (fifteen) days from the date of receipt of the statement by the Borrower and not anytime thereafter on any ground whatsoever.

## 10. INSURANCE AND MAINTENANCE

- a. The Borrower and/ or Security provider(s) shall at all such times till the entire Facility granted by Lender has been repaid in full to the complete satisfaction of Lender, keep the Security/ property insured against fire, earthquake, food, storm, tempest or typhoon and other hazards at his/ her/ their own cost and expenses and also all other hazards/ eventualities that the Lender may require, with Lender being made the sole beneficiary under the policy, for a value as required by Lender and the Borrower shall produce evidence of such insurance thereof to Lender before the 10th tenth day of January of every year and wherever called upon to do so. The Borrower would also send a copy of the insurance cover and the policy within 30 (Thirty) days of each renewal/ fresh policy.
- b. The Borrower shall, at their own cost and expense, keep insured all the Security against all comprehensive risks as stipulated from time to time by the Lender and shall regularly pay all premium in respect of such insurance. The Lender shall be marked as a 'loss payee' in respect of such insurance policies.
- c. In the event the borrower pre-closed the loan and submits a request to get refund of insurance premium with Lender then the Lender will process such request with insurer and as per the terms and conditions of the insurance policy the borrower will get the refund of residual proportionate premium amount directly from the concerned insurer

## 11. INDEMNITY

The Borrower shall indemnify and hold the Lender harmless from and against any and all loss, damage or other consequences which may arise or result from giving the Loan to the Borrower or performing any service to the

Borrower thereunder and shall reimburse the Lender upon demand for any payment, loss and damage which the Lender may make, suffer or sustain by reason or on account thereof and shall upon request appear and defend at the Borrower's own cost and expense any action which may be brought against the Bank in connection therewith.

The Borrower further agrees to indemnify and hold the Lender harmless from and against any and all claims, losses, demands, actions, costs, expenses, and liabilities incurred or suffered by the Lender by reason of the defect in Security or any of it not being free from any encumbrances or from all and any sort of acquisition, litigation, judicial/ non- judicial proceedings, lien, charges etc.

The Borrower confirms that in the event of any discrepancy/ defect/ claim found against the title or ownership pertaining to the Security at a later date, the Borrower confirms that the Lender shall be at liberty to prosecute the Borrower for swearing to a false representation and indemnity and for breach of trust.

## 12. TERMINATION

This Agreement shall continue and remain in full force and effect until all Outstanding Dues are repaid and all obligations performed, satisfied and discharged by the Borrower and/ or security provider, to the complete satisfaction of the Lender.

## 13. MISCELLANEOUS

### a. Non-Business Days

If any payment would otherwise be due to the Lender on a day which is not a Business Day, it shall be due and payable on the preceding Business Day.

### b. Set-off and Lien

The rights, powers and remedies given to the Lender by this Agreement shall be in addition to all rights, powers and remedies given to the Lender by virtue of any other security, statute, or rule of law. The Lender may exercise the Lender's lien or right of set-off with respect to any obligation of the Borrower to the Lender in the same manner as if the obligation were unsecured and shall have a lien on all securities of the Borrower in the Lender's possession or custody whether for safe-keeping or otherwise. This Clause 0 shall survive the termination of this Agreement.

### c. Securitization/ Assignment/Co-lending

The Borrower shall not assign or transfer any of its rights or obligations hereunder. The Lender may at any time and from time to time, without giving any prior intimation to the Borrower and/ or Guarantor, assign, sell, securitize, license, transfer, or enter into co-lending arrangement with other bank(s)/financial institutions all or any of its rights and/ or obligations hereunder, any documents executed pursuant to this Agreement, and the Borrower agrees to the said assignment of its Facility to such third party. The Borrower further agrees and undertakes that it shall have no objection to the Lender creating any charge, mortgage, or any other interest in such Security in favour of any third party including but not limited to National Housing Bank. The Parties hereby agree that the Lender may any time after the execution of this Agreement, enter into co-lending arrangements with one or more bank(s)/financial institutions in agreed ratio which shall be as under such co-lending agreements.

The customer's loan account may be assigned maximum

up to 80% or another defined ratio to the co-lending partners. It is hereby informed that the credit score shall be maintained and updated by the co-lending partners or the Lender, as per the appropriate ratio agreed with credit rating agencies. The lender will share the customer's KYC and other documents with the co-lending partners. Co-lending partners may also directly communicate with the customer. The customer lending rate may be linked with the co-lending partners agreed rate or another defined rate. The customer has agreed to co-lending as defined by the Lender.

#### **d. Remedies and Waivers**

No delay in exercising or omission to exercise, any right, power or remedy accruing to the Lender upon any default under this Agreement or any other Agreement or document shall impair any such right, power or remedy or shall be construed to be a waiver thereof or any acquiescence in such default nor shall the action or inaction of the Lender in respect of any default or any acquiescence by it in any default affect or impair any right, power or remedy of the Lender in respect of any other default.

#### **e. Entire Agreement**

Unless otherwise specified/ agreed between the Parties of disclosures made in writing, this Facility Agreement or the Schedules or Annexure(s) of this Agreement integrate all the terms and conditions mentioned herein or incidental hereto and it shall supersede all oral negotiations and prior writings in respect of the subject matter hereof, except for the provisions of the Sanction Letter which are in addition to and complement, and are not the same or in conflict with the terms of this Facility Agreement. In the event of any conflict between the terms, conditions and provisions of this Agreement and any agreement or documents attached hereto or referred to herein, then in such event, the terms, conditions and provisions of this Facility Agreement shall prevail.

#### **f. Severability**

Any invalid or unenforceable provision of this Agreement shall be replaced with a provision, which is valid and enforceable and most nearly reflects the original intent of the unenforceable provision.

#### **g. Independent Rights**

Each of the rights of the Parties under this Agreement are independent, cumulative and without prejudice to all other rights available to them, and the exercise or non-exercise of any such rights shall not prejudice or constitute a waiver of any other right of the Party, whether under this Agreement.

#### **h. Time**

Time shall be of the essence of under this Agreement, in relation to repayment of the Facility by the Borrower.

#### **i. Variation**

No variation of this Agreement or the Schedules and Annexures hereto shall be effective unless reduced to writing and signed by or on behalf of a duly authorized representative of each of the Parties to this Agreement.

#### **j. Disclosure of Information**

Without prejudice to the rights of the Lender to disclose information relating to the Borrower, whether under the common laws and/ or the applicable laws, the Borrower hereby agrees and gives consent for the disclosure by the Lender, waiving specifically its right of notice, privacy,

private defamation for such disclosure by the Lender, of all or any of the information and data relating to the Borrower and/ or to obligations assumed/ to be assumed by the Borrower in relation to the Facility availed of/ to be availed by the Borrower, as the Lender may deem appropriate and necessary to disclose and furnish to:

- i. the Lender's agents, contractors or third party service providers or professional advisers who are under a duty of confidentiality to the Lender as the case may be;
- ii. the Lender's head office, branches, representative offices, subsidiaries, related corporations or affiliates, in India, overseas (collectively the "Related Parties" and each a "Related Party") for any database or data processing purposes or any other purposes whatsoever;
- iii. RBI or The Credit Information Bureau (India) Limited ("CIBIL") and/ or any other agency/ statutory authority authorized in this behalf by any regulatory, supervisory other authority, court of law, tribunal or person, in India or any other jurisdiction, where such disclosure is required by law, regulation, judgment or order of court or order of any tribunal;
- iv. Any insurer (whether of the Lender or the Borrower or otherwise), or provider of Security. The Borrower understands and acknowledges that any of the regulatory/ statutory authorities/ RBI or the CIBIL and any other agency so authorized may use, process the said information and data disclosed by the Lender in the manner as deemed fit by them and furnish for consideration, the processed information and data or products thereof prepared by them, to banks/ financial institutions and other credit grantors or registered users, as may be specified by the any of the regulatory/ statutory authorities in this behalf.

#### **k. Notices**

Any notice, demand, request or other communication to be made or given under this Agreement shall be in writing in the English language or any vernacular language as understood by the Borrower. Such notice, demand request or other communication shall be deemed to have been duly given or made when it shall be:

- i. delivered personally, or
- ii. sent by facsimile transmission, or
- iii. sent by registered mail with acknowledgment due, courier, or
- iv. sent by email, or
- v. sent by short message service (SMS), or any other accepted messaging application such as Whatsapp or any other digital mode of communication, to the extent permissible under applicable laws (provided that such message is followed up with a copy by any of the aforesaid modes). Either Party may, from time to time, change its address or representative for receipt of notices or other communications provided for in this Agreement by giving to the other not less than 15 (Fifteen) days prior written notice to the other Parties.

#### **l. Governing Law & Jurisdiction:**

##### **i. Courts**

The Parties agree that the courts at **Mumbai or Delhi**, shall have non-exclusive jurisdiction over any dispute arising out of this Agreement and/ or the other the Facility Documents. However, this shall not limit the rights of the Lender to initiate proceedings in any

other Court of Law or tribunal of competent jurisdiction subject to applicable laws.

**ii. Governing Law**

This Agreement is governed by and shall be construed in accordance with the laws of India for the time being in force, or any other applicable laws as may be notified/ amended by the virtue of which the Lender shall have the right to enforce this Agreement and other Facility Documents.

**M. Arbitration and other dispute resolutions mechanism applicable:**

- i. The Lender, the Borrower(s), the Co-Borrower(s), and the Guarantor(s) (hereinafter collectively referred to as the "Parties") hereby mutually agree and consent that any dispute, difference, or claim arising out of or in connection with this Agreement including but not limited to its interpretation, validity, performance, breach, or termination shall be referred to arbitration by any of the Parties, in accordance with the provisions of the Arbitration and Conciliation Act, 1996, as amended from time to time, or any statutory modification or re-enactment thereof for the time being in force.
- ii. It is further agreed that such dispute shall be referred to an independent arbitral institution or organization having substantial experience in the resolution of disputes in a fair and impartial manner.
- iii. Any Party intending to refer a dispute to arbitration shall issue a written Invocation Notice, providing 30 (thirty) days' time to the other Parties, either through registered post or speed post, clearly stating the nature of the dispute and the intention to refer the same to institutional arbitration.
- iv. In the event any Party raises a valid written objection within the stipulated 30-day period upon receipt of the Invocation Notice, the referring Party may approach the competent Hon'ble Court under applicable law for appropriate relief, including appointment of arbitrator(s) or reference of the matter to an alternate institution.
- v. However, if no written objection is received by the invoking Party within the 30-day notice period, it shall be deemed that the non-responding Party has no objection to the invocation and reference of the dispute to a reputed institution, and the matter shall be referred accordingly for adjudication.
- vi. The arbitration shall be conducted by the arbitral institution in accordance with its applicable rules and procedures, and in conformity with the Arbitration and Conciliation Act, 1996. The arbitral tribunal shall be constituted by the institution as per its governing rules. The Parties agree that the language of the arbitral proceedings shall be English, or any other language as may be mutually agreed upon in writing.
- vii. The seat and venue of arbitration shall be New Delhi or Mumbai, or such other place as may be determined by the arbitral tribunal or the administering institution, considering the interests of justice and the convenience of all Parties.
- viii. In the event the appointed arbitral institution,

organization, or the arbitral tribunal fails to perform its functions, or in case of procedural delay, apprehension of bias, or any justifiable doubt regarding the independence or impartiality of the process, any of the Parties shall have the right to approach the competent Hon'ble Court for suitable directions, including appointment of a substitute arbitrator or reference to another appropriate institution.

- ix. The arbitral award rendered by the duly constituted tribunal shall be final, binding, and conclusive upon all Parties. The costs of arbitration, including arbitrators' fees, institutional administrative expenses, legal fees, and incidental charges, shall be borne by the Parties in such manner as may be determined by the Institutions/Organization /tribunal.
- x. By executing this Agreement, all the Parties confirm that they have read, understood, and voluntarily accepted the terms of this arbitration clause and the Agreement in its entirety, in a language known to them/Vernacular. The Parties affirm that they are executing this document/agreement of their own free will, without any duress, coercion, or undue influence, and with full awareness of their rights, obligations, and legal consequences.

**n. Declaration and Acceptance:**

- i. The Borrower agrees and confirms that the Borrower has read and understood this Agreement and the relevant provisions of this Facility Agreement and in the event that the Borrower is illiterate and/ or cannot read English language, the terms and conditions of this Agreement have been explained in the language known to and understood by the Borrower.
- ii. The Borrower declares and confirms that all the initials marked by the Borrower on any of the documents or on the middle pages of the Agreement and any of the Facility Documents shall be treated as the Borrower full signatures and shall have the full force and binding on the Borrower as if the same were the Borrower full signatures and shall have complete legal binding.

**o. Counterparts**

This Agreement may be executed in any number of counterparts and all of such counterparts taken together shall be deemed to constitute one and the same instrument. IN WITNESS WHERE OF the parties hereto have signed the day, month and year as mentioned under the Schedule written hereunder.

**p. Marketing:**

Company shall market all its products to applicants/co applicants, enabling the offering of Home loans/Home Equity loans to Gold loan applicants, or vice versa. Marketing efforts shall be conducted via WhatsApp etc.

**SCHEDULE**

<b>Place</b>		<b>Application No.</b>	
<b>Date</b>	DD – MM – YYYY	<b>Facility Type</b>	HL <input type="checkbox"/> HE <input type="checkbox"/>
<b>Name of Borrower/s</b>			
<b>Address of Borrower/s</b>			
<b>Name and details of the Co-Lender (if any)</b>			
<b>Amount of Loan</b>	Rs...../- (Rupees ..... only)		
<b>Interest</b>	(a) Fixed Rate of Interest..... % p.a. (CGHFL RR = % p.a.)		
	(b) Floating Rate of Interest ..... % p.a. (CGHFL-RR +/- .....% p.a.) (CGHFL RR = % p.a.)		
	(c) Semi-Fixed Rate of Interest: Fixed Rate of Interest..... % p.a. (CGHFL-RR +/- ..... % p.a.) (CGHFL RR = % p.a.) Term of repayment under Fixed Rate of Interest.....initial months Floating Rate of Interest ..... % p.a. (CGHFL-RR +/- .....% p.a.) (CGHFL RR = % p.a.) Term of repayment under Floating Rate of Interest.....months		
	In the event this Loan is assigned under deed of assignment in pursuance of such Co-Lending Arrangement as provided hereinabove, the semi-fixed rate of interest as may be applicable to this Loan under the Loan Agreement shall no longer be applicable and shall stand converted into floating rate of interest, which shall also include the Co-Lender's floating rate of interest, to bring the rate of interest in line with the Co-Lending Arrangement.		
<b>Penal Charges</b>	<b>Same are mentioned in the MITC. Kindly refer the same.</b>		
<b>Amortization</b> (Subject to variation in terms of this Agreement)	(a) Term of repayment.....months (b) EMI* Rs..... (c) Number of EMI ..... (d) Billing Date/EMI Date .....		
	*The above-mentioned EMI is subject to change as per Clause 2.2 e of this Loan Agreement.		

- For Prepayment charges on all loans, kindly refer relevant clauses of this Agreement and CGHFL official website. Such Prepayment charges shall be levied by CGHFL as per CGHFL policy at the time of Prepayment. As on date of execution of loan, Prepayment charges are not applicable on "Individual Loans" provided that such loan is running under Floating Rate of Interest at the time of Prepayment or the Prepayment is from own funds. For Prepayment charges please refer MITC document available on our website.
- Any Prepayment up to 25% of principal loan outstanding on the date of Prepayment, inclusive of any other Prepayments in last 12 months, will attract NIL Prepayment charges. However, please note these charges are subject to changes and may be amended from time to time by CGHFL, please refer CGHFL official website for the latest charges and policy on the prepayment charges. For latest policy updates, refer CGHFL official website: [www.caprihomeloans.com](http://www.caprihomeloans.com).

Classification of borrower 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. Due date for payment of EMI shall be the last day of the English Calendar month.

**Example:** If due date of a loan account is March 31, 2021, and full dues are not received before the lending institution runs the day-end process for this date, the date of overdue shall be March 31, 2021. If it continues to remain overdue, then this account shall get tagged as SMA-1 upon running day-end process on April 30, 2021 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, 2021. Similarly, if the account continues to remain overdue, it shall get tagged as SMA2 upon running day-end process on May 30, 2021 and if continues to remain overdue further, it shall get classified as NPA upon running day-end process on June 29, 2021

**Description of Security including details of any previous encumbrance created over such Security:**

IN WITNESS WHERE OF the parties hereto have signed the day, month and year first above written.

Capri Global Housing Finance Limited  
Signed and delivered by the within named

By the hand of Mrs. /Ms./ Mr. .... Its authorized signatory

Signed and delivered by the within named

Borrower.....

The below mentioned Directors have signed on behalf of the Borrower company pursuant of Board Resolution (B.R.) passed by the respective Borrower company.

Name of the Company & B.R. Date	Director's Name & Sign	Directors Name & Sign

Signature required when any Borrower is a company

## DECLARATION

Dear Sirs,

I/ We Mrs./ Ms./ Mr. ....

.....  
("Borrower/Mortgagor")

do hereby solemnly affirm and declare that Capri Global Housing Finance Limited ("**Lender**") has at our request advanced/ agreed to advance loan on certain terms and conditions and for the purpose stated in the sanction letter dated..... and facility agreement dated ..... ("**Facility Agreement**") which we are aware of.

In consideration of the Lender having advanced/ agreed to advance loan to the Borrower, the Borrower/ Mortgagors have agreed to create security in favour of the Lender by creating a mortgage on the immovable property more particularly described in the Schedule A hereunder written (hereinafter referred to as the "**Said Property**") to secure the due repayment of the Loan availed from the Lender of all outstanding amount under the said Loan, interests, fees, costs, charges and expenses and all other amounts payable by the Borrower and/ or the Mortgagors to the Lender by depositing the original title documents with the Lender as more specifically listed in Schedule B hereunder.

- a. I/ We say that I/ we am/ are absolutely seized of and in possession of or otherwise well entitled to the Said Property.
- b. I/ We have disclosed all facts relating to the Said Property to the Lender and delivered to them all documents of title and other deeds and writings in my/ our possession and power with an intension to create charge over the Said Property; OR  
I/ We have disclosed all facts relating to the Said Property to Lender and I/ we do hereby further confirm that the loan amount availed under the Facility Agreement, will be used for the purpose disclosed in the application form and the end use letter and/ or purchase of immovable property only and the complete title documents along with the transfer/ sale deed and/ or the title document executed pursuant to the transaction shall be deposited with Lender immediately, without any delay. Such deposit shall be with sole intention to create equitable mortgage on such immovable property in favor of Lender.
- c. I/ We am/ are the only sole and absolute owners, the Said Property has a clear and marketable title and no other person has any share, right, title or interest of any kind or nature whatsoever in the Said Property and I/ we have acquired the Said Property with my/ our self-acquired funds/ was alienated by genuine transfer like inheritance/ gift as the case may be (except for the loan).
- d. I/ We confirm and assure you that nothing material has been concealed by me/ us and that the Said Property is free from all lien, charges, encumbrances, claims and demands and the same is not subject to any charge liens, lis pendens, attachment or any other processes issued by any court or authority and I/ we have not created any lien, gift or trust in respect of the Said Property or alienated any of our/ my rights in any manner whatsoever and that no notice for acquisition or requisition is issued in respect of the Said Property.
- e. I/ We further state that apart from the title deeds/ documents or writings mentioned in the Schedule B hereunder written, there are no other title documents pertaining to the Said Property and the Mortgagors are not in possession of any other title deeds, documents or writings in respect of the Said Property. The Mortgagors undertake that if at any time

hereafter, any further title deeds relating to the Said Property come into the Mortgagors' possession, power or control, I/ we shall handover the same to the Lender to perfect the security by way of mortgage proposed to be created/ created by the Mortgagors over and in respect of the Said Property in favour of the Lender. I/ We further declare and state that the Mortgagors has/ have not at any time deposited any of the title deeds relating to the Said Property with any person or persons whomsoever as and by way of security, equitable mortgage by deposit of title deeds, charge, lien or trust or in any manner whatsoever and that the Said Property is free from all encumbrances, claims and demands.

- f. I/ We declare and undertake that the Mortgagors shall not (without written approval) seek or attempt to further mortgage or charge or seek or attempt to sell, lease, sub-lease, give on leave and license, let out, transfer, dispose off or create any third party rights in or over the Said Property or any part thereof, or otherwise deal with the Said Property in a manner prejudicial to the interests of the Lender and/ or until such time, all the liabilities under the Loan has/ have been paid in full and the Lender has confirmed and released the charge on the Said Property in writing. I/ We declare and confirm that the Mortgagors have not entered into any agreement for sale or otherwise with any person or party in respect of the Said Property.
- g. I/ We state that there is no impediment or hindrance in law or otherwise preventing the Mortgagors from creating a mortgage in favor of the Lender over the Said Property and the Mortgagors has/ have obtained the permission of the society/ association/ builders/ Company/ owner and other authorities for mortgaging the Said Property in favor of the Lender.
- h. I/ We say that I/ we has/ have duly paid and will duly pay all rates, taxes, cesses, assessments, revenues, duties, society charges and all other demands and outgoings now or hereafter due (as and when the same becomes due and payable) in respect of the Said Property and that at present there are no arrears of such rates, taxes, cesses, assessments, revenues, duties, charges, demands and outgoings and that no attachments or warrants have been served on the Mortgagors in respect of any Sales Tax, Income Tax, government revenues or other taxes.
- i. I/ We hereby agree, confirm and undertake that I/ we will at all times and as when required, make out a clear- and marketable title free from all reasonable doubts, claims and encumbrances to the Said Property to your satisfaction and/ or your legal counsel and/ or any person authorized by you.
- j. I/ We say that I/ we have observed and performed and will continue to duly observe and perform at all times all the rules, regulations, terms, conditions and covenants subject to which the Said Property or any part thereof has been purchased/ acquired/ held by me/ us which are so required to be observed, performed, complied with me/ us.
- k. I/ We declare and assure to you that there is no action, suit proceeding or investigation decided, disposed or pending to my/ our knowledge or threatened by/ against me/ us before any Court of Law or any other competent authority or body which has/ have material effect on my/ our business/ profession/ service, properties or affairs or which might put into question the validity or performance of the said Facility Agreement or any of its terms and conditions.
- l. I/ We hereby declare and undertake jointly and severally to irrevocably undertake to indemnify and keep you fully indemnified

and harmless from or against any loss, damage or risk that might arise to you on account of any defect in my/ our title to the Said Property or account of any default of mine/ any of us or on account of non-performance or non-observance or breach of any terms, clause, conditions or covenant of the said loan agreement or any other document executed by me/ us or any one of us. I/ We shall forthwith reimburse you along with interest the amount of any such claim, demand, risk etc. together with costs, interests etc. as the case may be notwithstanding your right to recall the loan availed under the Facility Agreement, together with interest and other amounts payable to you.

m. I/ We further agree that the commitment and/ or assurances made in the present declaration are in addition to our other liabilities, covenants, commitments and/ or assurances etc. made vide any other agreement or otherwise to you.

n. In the event of any discrepancy / disparity between the English and regional language versions of this agreement, the English version shall prevail at all times and the same applies to the interpretation associated with such languages, as the case may be. In addition to and not in derogation of the above, this agreement, at all events, shall be interpreted in a manner that validates and enforces all clauses provided herein. In the event any clause of this agreement is found to be ambiguous, the interpretation favoring and having the closest nexus with the English version shall have precedence over the interpretation associated in such manner with any regional language, as the case may be.

o. I/ We have scrutinized and am/ are satisfied with the building plans, commencement certificate and all the requisite permissions pertaining to the property and that the construction is as per the approved plans and of the satisfactory and standard quality I/ we further assure that all possible building safety norms have been taken care in terms of Bureau of Indian Standards (BIS) guidelines along with the National Disaster Management Authority (NDMA) Guidelines as prescribed for the safety and security of the building structure duly approved and adopted by the authority concern also and I/ we assure of the same.

p. I/ We hereby declare, undertake and confirm that the Said Property shall be used for residential/commercial purpose, as allowed under the law and for no other purpose. I/ We make the aforesaid declarations and statements and give the aforesaid undertaking solemnly and sincerely believing the same to be true and knowing fully well that on the faith and strength thereof along with my/ our other commitments, covenants, assurances, representations etc. Lender have agreed to give the said loan.

Solemnly affirmed at ..... on this ..... day of ..... 202\_.

#### SCHEDULE – A

(Description of Property)

#### SCHEDULE – B

(Details of Title Deeds)

**DEMAND PROMISSORY NOTE**

Place: .....

ON DEMAND, I/ we ..... jointly and severally  
promise to pay Capri Global Housing Finance Limited (CGHFL) or its assigns a sum of Rs..... /-  
(Rupees .....only)  
for value received together with interest at the rate of .....% per annum with CGHFL-RR +/- ..... %  
margin or such other rates which CGHFL may specify from time to time. Presentment for payment and noting and protest of the  
note are hereby unconditionally waived.

Rs ..... /-

(Rupees .....only)

Signed by the above named

Affx  
Revenue  
Stamps &  
all  
Borrower  
to sign across

Signature of Borrower/s.....

**LETTER OF CONTINUITY**

Date: .....

Place: .....

To,

**Capri Global Housing Finance Limited (CGHFL)**  
502, Tower A, Peninsula Business Park, Senapati Bapat Marg, Lower  
Parel, Mumbai 400 013

Dear Sir,

I/We.....have executed a Demand  
Promissory Note for Rs...../- (Rupees .....  
.....only)

dated.....duly signed and delivered by me/ us to you as security for the repayment by me/ us to Capri Global  
Housing Finance Limited (CGHFL) of any sum now due or which may hereafter be or become due by me/ us to CGHFL by way  
of loans or advances notwithstanding the fact that the loans or advances or the account, may from time to time be reduced or  
extinguished or the balance of the said account brought to credit, the intention being that the said Demand Promissory Note and  
the security shall be a continuing security and be enforceable for any borrowing which now or may at any time hereafter become  
due and owing and payable in respect of the loan by us at any time to CGHFL.

The undersigned further agree/s that the minimum amount of interest payable monthly on above mentioned account/s will not be  
less than the rate of interest mentioned in the said Promissory Note or at any revised rate notified to me/ us from time to time by  
CGHFL.

The under signed further agree/s and confirms to be bound by the terms and conditions of the loan agreement and transaction  
documents (as defined therein) at all times.

Yours faithfully,

Signature of Borrower/s.....

**END USE LETTER**

Date: .....

Place: .....

To,

**Capri Global Housing Finance Limited (CGHFL)**  
502, Tower A, Peninsula Business Park, Senapati Bapat Marg,  
Lower Parel, Mumbai 400 013

**Subject: Application for Home Loan/ Home Equity**

Application No. :- .....

Name of Applicant :- .....

Dear Sir,

This is with respect to the above referred loan facility which has been granted to me/ us. As stated in the application form, the said Loan is for the purpose \*\* of :-

<b>Please tick the product availed and related end use to confirm the purpose of loan facility:</b>					
All loans booked under Home Equity product(Except HL Topup & Salaried LAP) will be considered under Business Purpose use only.					
<b>Home Loan</b>		<b>Tick</b>	<b>Home Equity</b>		<b>Tick</b>
1	Purchase/ Construction of Residential unit/ house		1	Purchase/ Construction/ Extension/ Renovation of Property	
2	Purchase of plot for Construction of residential unit/house		2	Business Expansion and/or working capital needs	
3	Renovation/ Reconstruction of existing residential unit/ house		3	Top-up Loan	
4	Balance Transfer of Loan		4	Balance Transfer of Loan	

I/ We hereby represent, warrant and confirm that the aforesaid purpose is a valid purpose and is not speculative or illegal in any manner.

I/ We further agree, confirm and undertake that the purpose of use of funds under the loan shall not be changed in any manner during the tenor of the loan; or that such change in purpose shall take place only with the prior written permission of the Lender.

I/ We agree that any breach or default in complying with all or any of the aforesaid undertaking/s will constitute an event of default under the loan agreement.

I/We hereby confirm that such use of funds shall improve my cash flow of business/ profession and shall also improve my profitability and which will enable me to repay your loan timely. #

I/ We, the Borrower, do hereby confirm that I/ we shall be responsible for adherence to the above declaration and CGHFL shall not be held responsible for the same.

Signature of Borrower/s.....

**CHEQUE SUBMISSION FORM**

Date : .....

Place : .....

To,

**Capri Global Housing Finance Limited (CGHFL)**  
502, Tower A, Peninsula Business Park, Senapati Bapat Marg, Lower  
Parel, Mumbai 400 013

Application No. :- .....

Name of Applicant :- .....

Dear Sir/ Madam

I/ We do hereby submit/deposit the following cheques to you to facilitate timely and regular repayment of the loan amount which has been sanctioned to me/us.

**DETAILS OF CHEQUES**

Sr. No.	Cheque Number		No. of Cheques	Cheque Dates		Bank Details		Purpose (EMI/PEMI/UDC/SUDC/WAC CANG)	Amount
	From	To		From	To	Name	Branch		
1.									
2.									
3.									
4.									
5.									
6.									
7.									

I/ We do hereby confirm and declare that I/ We have issued and given the above cheques towards disbursement of the loan amount. All these are in favour of "Capri Global Housing Finance Limited". No other cheques are issued or given by me/ us to any person whomsoever towards disbursement of the above loan facility.

Signature of Borrower/s.....

**Received By:**

Name & Signature of Executive :- .....

Name of DSA/ Employee No. :- .....

**Instructions:**

1. All cheques should be duly filled and signed by the customer only.
2. As per the current guidelines, there should not be any cutting or correction on the cheques.
3. Amount filled in words and figures should be same.
4. Cheque should be duly crossed as "Account Payee Only".
5. The cheques should be drawn in favour of "Capri Global Housing Finance Limited" only.
6. CGHFL will not be responsible for cheques left blank or drawn in favour of somebody other than "Capri Global Housing Finance Limited".





**UNDERTAKING-CUM-DECLARATION**  
**(Submission of Post Disbursal Documents)**

This Undertaking-cum-Declaration is executed at ....., on this ..... day of ..... 20.....by Mrs./ Ms./ Mr. .... R/o ..... for themselves and for M/s ..... (the Company) being a duly authorized person for the company, herein after referred to as the "Borrower" of the First Part,

IN FAVOUR OF

**Capri Global Housing Finance Ltd (CGHFL)**, having its registered office at 502, Tower A, Peninsula Business Park, Senapati Bapat Marg, Lower Parel, Mumbai 400 013 herein after referred to as the "Lender" of the Second Part.

I/ We, the Borrower, have availed a loan facility vide the Application no .....(herein after referred to as the "Said Loan") for property purchase/ loan against property from the Lender. I/ We, hereby undertake that I/ We have offered the property bearing no. .... situated at ..... (herein after referred to as the "Said Property"), as security towards the repayment of the Said Loan.

I/ We further declare that I/ We have executed the loan agreement and other loan/ transaction documents as well as have deposited/ promised to deposit all necessary documents, including but not limited to the title documents of the Said Property. Thus, the Said Loan is being granted to me/ us on the terms and conditions set out in the loan agreement and all necessary documents in respect of the Said Property.

I/ We declare that following documents (herein after referred to as the "Said Document/s") is/ are not currently available with us :-

1. ....
2. ....
3. ....

I/ We represent and undertake that the Said Document/s will be submitted to the Lender within .....days/ months from the date of first disbursal of the Said Loan.

I/ We am/ are aware that any failure to comply with the aforesaid undertaking and/ or non-submission of the Said Documents as stated above would constitute an Event of Default as categorically stated/ mentioned in the loan agreement and the Lender will be at liberty to reset the applicable rate of interest, with retrospective effect i.e. from the date of its first disbursement, with suitable changes in applicable margin, in accordance with the risk adjusted pricing policy of the Lender.

I am/ We are aware that it is on the faith of our aforesaid undertaking that the Lender has agreed to disburse the Said Loan and any breach or default in complying with the aforesaid undertaking will constitute an event of default under the said loan agreement and the provision/s of law.

Signature of Borrower/s .....

**UNDERTAKING-CUM-INDEMNITY**  
**(Multiple Names/ Signatures/ Date of Birth)**

This Undertaking-cum-Declaration is executed at ....., on this ..... day of ..... 20.....by Mrs./ Ms./ Mr. .... R/o ..... for themselves and for M/s ..... (the Company) being a duly authorized person for the company, hereinafter referred to as the "Borrower" of the First Part,

IN FAVOUR OF

**Capri Global Housing Finance Ltd (CGHFL)**, having its registered office at 502, Tower A, Peninsula Business Park, Senapati Bapat Marg, Lower Parel, Mumbai 400 013 hereinafter referred the "Lender" of the Second Part.

I have availed a loan facility vide the Application no. .... (hereinafter referred to as the "Said Loan") for property purchase/ loan against property from the Lender.

I hereby undertake that I have offered the property bearing no. .... situated at ..... (hereinafter referred to as the "Said Property"), as security towards the repayment of the Said Loan.

I hereby confirm and has/ have represented to the Lender that my name is mentioned as ..... in my PAN Card/ Voter ID Card/, Driving License/ School Leaving Certificate etc. I have used / am using my name as ..... in .....

OR

I hereby confirm and declare that my Date of Birth (DOB) is ..... Also, my DOB is mentioned as ..... in .....

OR

I hereby confirm and declare and represents that the specimens of the signatures mentioned below belong to me :-

....., ....., .....

That during execution of the facility documents and other transaction documents, my signatures has/ have appeared in different styles and/ or there is apparent variation in my signatures at different places on the facility documents and other transaction documents.

I hereby represent and warrant that the multiple names mentioned above and/ or the multiple DOB and/ or the multiple signatures mentioned above and in the documents mentioned above are of one and the same person, and are used by me inadvertently and unintentionally under different documents. I hereby represent and warrant that there are no claims, issues, proceedings initiated by any third party against me. I hereby further represent and warrant that the same will not be anticipated by me in the future due to my multiple name/ mistake in spelling of my name/ DOB and/ or multiple signatures in any of the above documents.

I hereby represent and warrant that these multiple names/ signatures/ DOB's may be taken into consideration for further processing of the loan application, facility documents and other transaction documents.

I hereby represent and warrant that the multiple name/ signatures/ DOB's are being used by me in my normal course of business and it will not be misused, misquoted or copied in future, against the Lender or will not be used or misuse, with any wrongful intention.

I hereby represent and warrant and undertakes to execute this document to attest the truth of the above-mentioned facts for whatsoever purpose.

I am aware that any failure to comply with the aforesaid undertaking as stated above would constitute an Event of Default as categorically stated/ mentioned in the loan agreement and the Lender will be at liberty to reset the applicable rate of interest, with retrospective effect i.e. from the date of its first disbursement, with suitable changes in applicable margin, in accordance with the risk adjusted pricing policy of the Lender.

I am aware that it is on the faith of my aforesaid undertaking that the Lender has agreed to disburse the Said Loan and any breach or default in complying with the aforesaid undertaking will constitute an event of default under the said loan agreement and the provision(s) of law.

Signature of Borrower .....

**DECLARATION**

**(Signing in Vernacular Language/ Thumb Impression)**

This **Declaration** is executed at ....., on this ..... day of ..... 20..... by  
Mrs./ Ms./ Mr. ....  
Age ..... R/o.....  
....., the Declarant/ Interpreter hereinafter referred as “**Deponent**” of the First Part,

I am aware that the Borrower/s has/ have applied for loan facility from **Capri Global Housing Finance Ltd (CGHFL)**, hereinafter called the “Lender”, and I have been called upon to explain all the terms and conditions of the loan facility and that of the loan agreement and other documents for execution of the loan transaction to the following Borrower/s:-

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

I declare that I have read out and explained in vernacular (the language known to the Borrower/s) contents and nature of the loan agreement and all other documents signed by him/ her to avail the loan facility from the Lender and the Borrower/s have understood fully and do hereby agree to abide by all the terms & conditions of the loan facility and acknowledge/s the same in my presence.

.....

Signature of the Deponent

Relationship with applicant: .....

I/ We the below mentioned Borrower/s do hereby confirm that I/ We have been explained the contents of the loan agreement and all other documents signed by me/ us to avail the loan facility and I/ We have understood the same to my/ our satisfaction.

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

Name of Borrower/s

Signature/ Thumb Impression of Borrower/s

**DECLARATION-CUM-UNDERTAKING**  
**(Resi-Plot Purchase/ Refinance Loan)**

Reference: Application No. :-.....

Name of all Applicants :-.....

(Herein after collectively referred as the Borrower/s)

Property Address :- .....

(Herein after referred as the said property)

I / We, the above Borrower/s, do hereby solemnly affirm and declare as under :-

That I/ we have availed Home Loan facility, as detailed above, for purchase/ refinance of a Residential Plot i.e. the said property from Capri Global Hosing Finance Limited (CGHFL) (hereinafter referred to as "Said Loan"), on the terms and conditions set out in the Sanction Conditions and loan agreement in respect of the said property.

That I/ we understand that in cases where purchase/ refinance loan facility has to be followed by the construction loan on the said property then CGHFL shall disburse such construction loan in tranches linked with stage of construction upon the said property.

That I/ we do hereby agree, confirm and undertake to commence construction of the house/ residential unit, on the said property, within 12 (Twelve) months and shall complete the construction within 36 (Thirty Six) months from month of first disbursement of the Said Loan.

That I/ we am/ are aware that CGHFL has the rights to withhold the future disbursements, if any, and down size or recall the loan amount, in case there is failure to start the construction within twelve months and/ or unexplained delay in completion of the construction and/ or the construction over the said property is not as per applicable building bye laws/ sanction building plan for such construction.

That I/we am/ are aware that in the event of failure to commence construction within a period of 12 (Twelve) months and/ or completion of construction within 36 (Thirty-six) months from the month of first disbursement, CGHFL will be at liberty to classify the Said Loan as Non-Housing Loan and reset the applicable rate of interest as per the prevalent rate of interest for Non-Housing loan and in accordance with the risk adjusted pricing policy of CGHFL subsequent to such classification.

That I am/ we are aware that it is on the faith of our aforesaid undertakings that CGHFL has agreed to disburse the Said Loan and I / we shall be responsible if any diversion of fund is being done by me/us. Any breach to the above undertaking shall be construed as default under the loan agreement.

Signature of Borrower .....