

## STANDARD TERMS AND CONDITIONS GOVERNING LOAN FACILITY(S)

These Standard Terms and Conditions shall, if relevant Application Form(s) so provide, be applicable to the Loan Facilities provided by the Lender to the Borrower(s). These Standard Terms and Conditions shall be read in conjunction with the relevant Application Form, Transaction Document(s) in relation with the respective Loan facility(s), as the case may be, and the all the information, terms and conditions as updated on official website [www.iihfl.com](http://www.iihfl.com) from time to time, which may be incorporated herein by reference.

### 1. DEFINITIONS AND INTERPRETATION

- 1.1. In these Standard Terms and Conditions, unless there is anything repugnant to the subject or context thereof, the expression listed below shall have the following meaning:
- a) **“Additional Interest”** or **“Default Interest”** means interest levied by IIFL HFL (a) on delay in payment of the EMI or Pre-EMI or any other amounts due and payable under Transaction Documents by the Borrower to IIFL HFL; or (b) upon non-compliance of any of the covenants contained in the Transaction Documents by the Borrower/s.
  - b) **“Adjustable Interest Rate”/ “AIR”** shall mean and include the variable and floating rate of interest with reference to the Base rate of IIFL HFL together with the margin, if any, as specified by IIFL HFL and set out hereinafter, applicable on the Loan pursuant to Transaction Documents.
  - c) **“Agreement”** means Transaction Documents read in conjunction with each other together with the Schedules hereunder written and any amendment made there to from time to time by the Parties hereto.
  - d) **“Application Form” / “Loan Application”** means as the context may permit or require, the loan application form submitted by the Borrower to IIFL HFL for applying for and availing of the Loan, together with the preliminary credit facility application form and all other information, particulars, clarifications and declarations, if any, furnished by the Borrower or any other person from time to time in connection with the Loan Application
  - e) **“Applicable Rate of Interest”** shall mean the Interest Rate applicable on the Loan at any given point of time ,
  - f) **“Arbitrator”** shall have the meaning assigned to such term in Clause 10.8 (Arbitration) below.
  - g) **“Availability Period”** shall mean the period within which the Borrower shall be required to drawdown the Loan Amount, which period may be modified and varied by the Lender, in its sole discretion.
  - h) **“Base Rate”** shall mean and include the Prime Lending Rates of IIFL HFL being offered by IIFL HFL and agreed by the Borrowers. The current Prime Lending Rates of IIFL HFL are called IH – HPLR and IH-LPLR
  - i) **“Borrower/s”** The expression “Borrower/s” shall, unless it be repugnant to the subject or as the context may permit or require, include, (i) in the case of a

society registered under the applicable laws relating to societies, its successors and permitted assigns, (ii) in the case of partnership firm within the meaning of the Indian Partnership Act, 1932, any or each of the partners and survivor(s) of them and partners from time to time (both in the personal capacity and as partners of the firm and their respective heirs, executors, administrators and permitted assigns, legal representatives and successors of the firm); (iii) in the case of proprietorship concern, the proprietor/proprietress (both in his/her personal capacity and as proprietor/proprietress of the concern) and his/her respective heirs, executors, administrators and permitted assigns, legal representatives and successors of the concern; (iv) in the case of joint HUF, the karta of the joint HUF and any or each of the adult members/coparceners of the joint HUF and the survivor(s) of them and their respective heirs; executors, administrators and permitted assigns, legal representatives and successors; (v) in the case of individual, his /her/their respective heirs executors, administrators and permitted assigns, legal representatives and successors; (vi) in the case of trust, the trust/trustee(s) for the time being, its successor and permitted assigns. (vii) in the case of a company or a limited liability partnership (LLP) constituted and registered under the applicable laws relating to companies or LLPs, as the case may be, its successors and permitted assigns. The expression "Borrower/s" shall, as the subject or context may permit or require, mean any or each of the Borrower/s

- j) **"Due Date"** shall mean the date on which any EMI, PEMI, Interest, Charges or any other amount payable under Transaction Documents, is due for payment, as more specifically provided for in the Repayment Schedule.
- k) **"End Use (of Loan) Letter"** means the letter/s submitted by the Borrower/s to IIFL HFL detailing the Purpose for which the Loan has been applied.
- l) **"Events of Default"** shall have the meaning assigned to such term in Clause 6 (Event of Default) below.
- m) **"Equated Monthly Installment"/"EMI"** means the amount of monthly payment (as ascertained by IIFL HFL), necessary to be made to IIFL HFL to amortise the Loan with interest over the tenure of the Loan (as decided by IIFL HFL from time to time).
- n) **"Final Settlement Date"** means the date on which all the Outstanding Dues are irrevocably and unconditionally discharged by the Borrower in full, to the satisfaction of the Lender.
- o) **"Governmental Authority"** means any central or state government or political subdivision thereof; statutory authority, local authorities, any department, agency or instrumentality of any government or political subdivision thereof including Reserve Bank of India (RBI), National Housing Bank (NHB) municipal corporations, town planning authorities, any administrative body, court, tribunal or arbitral tribunal, quasi judicial bodies, and includes any securities exchange.
- p) **"Guarantor"** means the person(s) (natural/juristic-legal) (if any) who has/have guaranteed the due performance of terms of Transaction Documents and repayment of the Loan by the Borrower/s. The Guarantor(s) has/have stood as a surety and shall secure the Loan together with all interest, additional interest,

costs, charges and expenses and all other monies whatsoever due and payable or which may hereafter payable by the Borrower/s to IIFL HFL whether under Transaction Documents or otherwise ("the dues") by creating such Security Interest in favour of IIFL HFL, as may be acceptable and considered appropriate by IIFL HFL.

- q) "**IH-LPLR (IIFL HFL - LAP Prime Lending Rate)**" shall mean the percentage rate per annum decided by IIFL HFL, for Mortgage Loan, from time to time and announced/notified by IIFL HFL in such form and manner as deemed appropriate by IIFL HFL from time to time as IH-LPLR.
- r) "**IH-HPLR**" or "**IIFL HFL - Retail Home Loans Prime Lending Rate**" means the base interest rate announced by IIFL HFL from time to time as its retail home loan prime lending rate.
- s) "**Individual**" shall mean and include the natural living person only.
- t) "**Interest Rate**" shall mean and include Fixed Rate of Interest, Adjustable Rate of Interest and Mixed Rate of Interest, as the context may require.
- u) "**Interest Rate Rest Revision Cycle**" or "**IRRRC**" means the frequency at which future/further AIRs are applied in terms of Clause 2.3 of these Standard Term and Conditions;
- v) "**Loan**" means the amount as mentioned in the Schedule to Transaction Documents. "**Facility**" means the loan availed by the Borrower from the Lender as per the terms of the Loan Agreement.
- w) "**Loan Agreement**" means the principle loan agreement governing the terms of loan between the Lender and the Borrowers. Loan Agreement shall constitute of the Standard Terms and Conditions, Loan Agreement and Disbursal Booklet whether executed separately in parts and/or in form of one joint document. In case of the execution of the Standard Terms and Conditions, Loan Agreement and Disbursal Booklet are executed in parts, all the contents of these documents should be read in conjunction with each and shall have the same degree of applicability .The Loan Agreement also extends to the terms available on the website of IIFL Home Finance Limited, as updated from time to time.
- x) "**Material Adverse Effect**" means the effect or consequence of any event or circumstance which is or in the opinion of the Lender, is likely to be: (a) adverse to the ability of the Borrower/s or any other relevant person to perform or comply with any of their respective obligations under the Transaction Documents in accordance with their respective terms; or (b) prejudicial to any of the businesses, operations or financial condition of the Borrower/s or of any other relevant person who is party to any Transaction Document; or (c) adverse to the legality, validity and enforceability of any of the Transaction Documents; or (d) adverse to the ability of the Lender to exercise or enforce any right, benefit, privilege or remedy under any Transaction Documents
- y) "**Non Individual Loan**" A loan account where either or any of the borrower is/are other than individual, such account will be called as "Non Individual Loan".
- z) "**Outstanding Dues**" means and includes the outstanding principal amount of the Loan, interest on the Loan, Additional Interest, Default Interest and all fees, costs, charges, expenses, stamp duty (including registration and filing charges and taxes

of any description whatsoever as may be levied from time to time by the Government or other authority) and all other sums whatsoever payable by the Borrower to IIFL HFL under or pursuant to the Transaction Documents, as well as all other monies whatsoever stipulated in or payable by the Borrower under the terms of sanction of Loan.

- aa) **"PEMII"** or **"Pre Equated Monthly Installment Interest"** means, the interest charged by IIFL HFL, at the rate decided by IIFL HFL, on the Loan from the date/respective dates of disbursement to the date immediately prior to the date of commencement of EMI.
- ab) **"Prepayment"** means premature repayment (whether in part or in full) as per the terms and conditions laid down by IIFL HFL in that behalf and in force at the time of prepayment. **"Purpose"** means the purpose(s) for which the Loan has been availed/ agreed to be availed by the Borrower/s from IIFL HFL and as is more particularly specified in the Schedule to Transaction Documents.
- ac) **"Repayment"** means payment of outstanding amount of IIFL HFL Loan i.e. the principal amount of Loan, interest thereon, and all other charges, premium, fees or other dues which are payable under Transaction Documents to IIFL HFL by the Borrower/s.
- ad) **"Reset Period"** means a quarter during which the **"Base Rate"** is changed.
- ae) **"Sanction Letter"** means the letter issued by IIFL HFL thereby informing the Borrower/s about sanction of the Loan Amount along with the relevant particulars, terms and conditions contained therein for availing the loan facility by the Borrower/s.
- af) **"Security"** shall have the meaning assigned to such term in Clause 3 (Security) below.
- ag) **"Schedule"** means and includes the Schedule to Transaction Documents, as may be amended or supplemented from time to time, and forming an integral part of of the Transaction Documents.
- ah) **"Security Documents"** mean any document executed, delivered or deposited by the Borrower or any other person creating Security Interest in favour of the Lenders or for the benefit of the Lender;
- ai) **"Subsequent Loan Facility"** means and includes the Loan facility to be granted to the Borrower, based on the Borrower's credit history, in future, besides the Loan facility sanctioned and disbursed vide this Loan Agreement. Such subsequent Loan facilities will be governed by the terms of this Loan Agreement.
- aj) **"Security Interest"** means the liens, hypothecation, pledge, mortgage and other charge created / to be created over the property pursuant to and in accordance with the Transaction Documents. **"Standing Instructions"** and/or **"SI"** means the written instructions issued by the Borrower/s to his/her/their bank, where he/she/they maintains his/her/their account, for monthly payment of the amount equal to the EMIs, in favour of IIFL HFL for repayment of the Loan amount.
- ak) **"Taxes"** means any present or future tax, levy, impost, duty, stamp duty, charge, fee, deduction or withholding in the nature of tax wherever imposed, levied,

collected, withheld or assessed by any Government Authority pursuant to the Applicable Law;

- 1.2. **“Transaction Documents”** include the Loan Agreement/Agreement, Sanction letter, this Standard Terms and Conditions, Disbursement Booklet all writings and other documents executed or entered into or to be executed or entered into, by the Borrower/s or, as the case may be, any other person, in relation, or pertaining, to the Loan and each such Transaction Document as decided from time to time
- 1.3. The term **“Borrower”** wherever the context so requires shall mean and be construed as **“Borrowers”** and the masculine gender where ever the context so requires, shall mean and be construed as the feminine gender.
- 1.4. The terms and expressions in singular shall mean and include, wherever it will be required, the plural connotation of the same.
- 1.5. Subject to context thereof the expression 'Property' shall mean and include land.
- 1.6. The term 'construction' shall mean and include extension, improvement, renovation, reconstruction etc.

## **2. LOAN, INTEREST, ETC.**

### **2.1. Amount of Loan**

- a) That in consideration of the terms and conditions hereinafter stated IIFL HFL agrees to lend to the Borrower/s and the Borrower/s agrees to borrow the Loan to the extent of the amount mentioned in Schedule to the Transaction Documents in the manner and on the terms and conditions mentioned in Transaction Documents for the Purpose as described by the Borrower in the Schedule to the Transaction Documents .
- b) The Loan shall be disbursed upon the receipt of the drawdown request from the Borrower within the Availability Period or in such other manner as the Lender, in its sole discretion, may deem fit.
- c) That the Borrower/s shall have no objection to the amount sanctioned and the amount disbursed to the Borrower irrespective of the fact that he/she/they had applied for a Loan amount higher/lower than what has been sanctioned to him/them and further IIFL HFL shall be at liberty to decide the actual amount of the Loan and the amount to be actually disbursed (in certain cases the sanctioned amount may be higher than the actual disbursed amount) and in such an eventuality the sanctioned amount would be the Loan amount.
- d) Unless otherwise agreed by IIFL HFL in writing, the unutilized amount(s) of the Loan shall stand automatically cancelled upon the expiry of the Availability Period, however IIFL HFL may allow further withdrawal on the terms and conditions as it may deem fit.
- e) IIFL HFL shall have the right to cancel all unutilized amount(s) of the Loan upon the occurrence of any Event of Default.
- f) The Loan shall be utilised only for the purpose disclosed by the Borrower and shall not be used for any other purposes.

### **2.2. Interest**

- a) The rate of interest applicable to the Loan, as on the date of execution of Transaction Documents is as stated in the Schedule of Transaction Documents. Provided that in the event the Lender reduces or increases the Interest Rate prior

to the disbursement of the full Loan, the Applicable Rate of Interest shall be varied on weighted average basis with reference to the tranches disbursed / to be disbursed.

- b) Until and as varied by IIFL HFL in terms of Transaction Documents, the AIR applicable to the Loan shall be as stated in the Schedule of the Transaction Documents
- c) The ascertainment of rate of interest, besides others, are based on risk analysis of the Borrower(s) and that of the security offered for repayment of the loan amount, as per IIFL HFL rules, policy and sanction conditions. In case of change in risk weightage during the currency of the Loan, due to external and internal factors, IIFL HFL may change the applicable rate of interest, at its sole discretion, with prospective effect with prior written communication and shall be acceptable to the Borrower(s). Decision of IIFL HFL to this effect will be final and binding on the Borrower(s).

### **2.3. Computation of Interest**

#### **a) For Fixed Rate of Interest**

The EMI comprises of both principal and interest calculated on the basis of rate of interest mentioned herein below and is rounded off to the next rupee. 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 shall be computed on the basis of a year or three hundred and sixty five days. IIFL HFL may at its discretion stipulate the periodicity of computation of interest. Provided that in an event IIFL HFL changes the interest rate prior to the disbursement of the entire Loan amount, the weighted average of the different interest rates shall be applicable to the Loan, forthwith from the date of such increase/ decrease. Provided further that from time to time IIFL HFL may in its sole and absolute discretion alter the rate of interest suitably and prospectively subject to written communication to the Borrower on account of change in the internal policies or its unforeseen or extraordinary changes in the money market conditions take place during the period of Transaction Documents. Thereafter the applicable rate of interest would be the such varied rate of interest. The Borrower agrees that IIFL HFL shall have sole discretion to determine whether such conditions exist or not and the Borrower further undertakes not to challenge/object to the discretion so exercised by IIFL HFL.

#### **b) For Adjustable Rate of Interest**

(i) The EMI comprises of principal and interest calculated on monthly basis rests at the AIR and is rounded off to the next rupee and any other charges shall be computed on the basis of a year or three hundred and sixty-five days. PROVIDED all future /further AIRs applicable for the amount of loan lent by IIFL HFL to the Borrower shall be applied by IIFL HFL on the basis of Interest Rate Rest Revision Cycle (IRRRC) which is quarter of English calendar year beginning from 1st day of January, April, July and October of each year.

(ii) All computation of and subsequent variation in Adjustable Interest Rate shall be based on the “**Base Rate**” preferred and agreed by the Borrower in the Schedule to Transaction Documents.

(iii) All future/further Adjustable Interest Rates applicable for the amount of Loan lent by IIFL HFL to the Borrower/s shall be applied by IIFL HFL on the first day of the month following the month in which "Base Rate" is changed.

(iv) In an event IIFL HFL changes Adjustable Interest Rate prior to the disbursement of the full Loan, the weighted average of the different Adjustable 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 "Base Rate" is changed.

(v) Adjustable Interest Rate will be reset on the first day of the quarter following the month in which the "Base Rate" is changed.

(vi) In case of PEMII, all future/further Adjustable Interest Rate applicable to the Borrower/s shall be applied by IIFL HFL on the first day of the quarter following the month in which the "Base Rate" is changed.

(vii) The Adjustable interest Rate applicable to the Loan shall be on the basis of the "Base Rate" prevailing on the date of final disbursement.

(viii) The Adjustable Interest Rate prevailing on the date of Transaction Documents or as changed from time to time shall be applied as follows :

(A) In the event of the Borrower/s having already commenced payment of EMI before the beginning of the month in which the "Base Rate" has been revised- on the outstanding principal amount of the Loan as at the beginning of next month, or

(B) In the event of the Borrower/s not having commenced payment of EMI- on the total amount of the Loan drawn prior to revision of the "Base Rate".  
Explanation: In the events (i) and (ii) above, any pre-payments made by the Borrower/s during the financial year shall be taken into account.

**c) For Mixed Rate of Interest - Fixed and Adjustable**

(i) The applicable rate for fixed and variable rate of interest will be as mentioned under respective heading in the Schedule .

(ii) The applicable period for fixed and variable rate of interest will be as mentioned in the Schedule to Transaction Documents.

(iii) Computation of interest and the EMI for the Fixed Rate of Interest shall be as per provisions of clause 2.3(a) (hereinabove).

(iv) Computation of interest and the EMI for the Adjustable Rate of interest will be computed on the rate of interest, as on date of switch and as per the provisions for AIR under clause 2.3 (b) (hereinabove).

**2.4. Details of Disbursement**

a) IIFL HFL, 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/s. The Borrower/s agrees

b) that the decision of IIFL HFL, in this regard shall be final, conclusive and binding upon the Borrower/s, and the Borrower/s undertakes that he/she/they/it shall not question and/or challenge and/or object to the decision/discretion of IIFL HFL.

- c) The Borrower/s also agrees and undertakes to issue such acknowledgment and/or receipt (in the manner and form required by IIFL HFL) of each amount so disbursed.
- d) All the payments to be made by IIFL HFL to the Borrower under or in terms of Transaction Documents shall be made by the cheque or Demand Draft duly crossed and marked account payee or /Real Time Gross Settlement ('RTGS')/ National Electronic Funds Transfer ('NEFT') or any other mode of payment as may be permitted by the Reserve Bank of India under the Applicable Laws and the collection and other charges, if any, in respect of all such transmission of amounts will have to be borne by the Borrower and interest on the Loan will begin to accrue in favour of IIFL HFL as on the date of delivery or dispatch of the cheque, issuance of RTGS/NEFT instructions, irrespective of the time taken for transit / collection/ realization by the Borrower and his/her/its/their bank.
- e) That wherein the Loan is disbursed to the Borrower in installments and only interest is payable till the complete disbursal of the entire Loan, IIFL HFL, shall be at liberty to start EMI on the disbursed amount anytime after 12 months from date of commencement of first PEMII at its sole discretion and the Borrower(s) shall have no objection to the same. The decision of IIFL HFL in this regard as to disbursal of the Loan shall be final, conclusive and binding on the Borrower/s.
- f) That in case the purpose of the loan is :
- (i) Acquisition/purchase of a property then:- The Borrower/s clearly understands and agrees that IIFL HFL would disburse the Loan (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 IIFL HFL) has been furnished to IIFL HFL by the Borrower/s. Further, IIFL HFL shall also be entitled to verify the authenticity of such proof before disbursing the Loan.
- (ii) Construction / Repair / Improvement etc then:- The Borrower/s clearly understands and agrees that the disbursal 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 IIFL HFL) has been furnished to IIFL HFL by the Borrower/s. Further, IIFL HFL shall also be entitled to verify the authenticity of such proof before disbursing the Loan. The disbursal shall be in stages as per the progress of work as prescribed in terms of the internal guidelines of IIFL HFL, as applicable from time to time.
- (iii) That in case the purpose of the Loan 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 in clause 2.4 (f)(i) & 2.4 (f)(ii) above. Thereby the part of the Loan which has been granted for the purpose of Acquisition/Purchase Property would be subject to the provisions of clause 2.4 (f)(i), herein above, and the other part which has been granted for the purpose of Construction/Repair/Improvement etc. of property would be subject to the provisions of clause 2.4 (f)(ii),hereinabove.
- (iv) Acquisition/purchase of a residential plot only or also construction thereon, then :- The Borrower/s clearly understands and agrees that he/she/they will



construct the dwelling unit within 36 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 IIFL HFL) has been furnished to IIFL HFL by the Borrower/s.

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

## **2.5. Conditions for Disbursement**

- a) The obligation of IIFL HFL to make any disbursement under the Loan shall also be subject to:
- (i) No Event of Default as defined in this Transaction Documents shall have happened or is subsisting.
  - (ii) The Borrower/s having furnished evidence, to the complete satisfaction of IIFL HFL (of the proposed utilisation of the proceeds of the disbursement of the Loan) that at the time of request for disbursement, the disbursement amount sought is required immediately by the Borrower for the purpose of the Loan.
  - (iii) No extra ordinary or other circumstances shall have occurred which in the sole opinion of IIFL HFL may make it improbable for the Borrower/ s and/or Guarantor to fulfill any of his/her/ their obligations and/or the Terms and Conditions of the present agreement.
  - (iv) The Borrower/s shall have furnished evidence to the full satisfaction of IIFL HFL that all consents, approvals and permissions required for availing of the Loan and/or creation of security have been obtained or evidence to the effect that these are not required.
  - (v) The Borrower/s shall have furnished to the full satisfaction of IIFL HFL, documentary evidence of title and ownership over the Property in favour of the Borrower/s or any one of the Borrowers/s as the case may be and that these documents are also valid, binding and subsisting and that necessary security can be created in favour of IIFL HFL in the form and manner as suggested/required by IIFL HFL.
  - (vi) The Borrower/s shall obtain a comprehensive and composite Insurance policy in respect of the Property and/or any other insurance policy that may be required by IIFL HFL in exercise of its sole and absolute discretion at his/her/their own cost and expense. That the insurance value over the Property should be of a value higher or equivalent to the Loan amount or the value of the structure of the Property whichever is higher. The Borrower/s shall get the lien of IIFL HFL as loss payee, noted on the insurance policy confirming that IIFL HFL has a first claim on the proceeds of the policy amount/proceeds of the policy and the Borrower/s shall furnish such Insurance cover and/or Insurance Policy to IIFL HFL. The Borrower/s shall keep the insurance policy alive during the currency of the Loan.

- (vii) That the Borrower/s shall execute and/or deliver such documents, security documents, agreements, guarantees, indemnities, Demand Promissory Notes, Declarations etc. as IIFL HFL may in its sole and absolute discretion, require.
- b) That in the event, if the security furnished by the Borrower/s is found to be insufficient/ incorrect in value, the Borrower/s shall be directed to furnish additional security as may be required by IIFL HFL and the Borrower/s shall be bound to comply with such demand within the time period required by IIFL HFL. Notwithstanding the above, in the event the security furnished by the Borrower/s and/or Guarantor is subsequently found to be of inferior value to that as declared by the Borrower/s in Loan application, the Loan may be recalled/repayment of the Loan be accelerated by IIFL HFL with immediate effect.
- c) Failed to withdraw and/or use the loan amount : If the Borrower/s fails to withdraw and/use the entire Loan, for purpose specified in the Transaction Documents, within Availability Period, then IIFL HFL, on its sole discretion:- a) May alter or reschedule the EMIs in such a manner and to such extent as IIFL HFL may deem fit and proper. Thereupon the repayment will be made as per the said alteration and rescheduled EMIs notwithstanding anything stated in Transaction Documents; or b) May by notice to the Borrower/s suspend or cancel further disbursements of the Loan.
- d) That IIFL HFL reserves its right to recall the loan facility after five year from date of Transaction Documents. The loan facility will be reappraised and necessary information and documents may be asked for further review of the facility. Further continuation of the loan facility shall be based on appraisal report, to the satisfaction of IIFL HFL and with additional terms and conditions, as IIFL HFL deems fit and proper. The decision of IIFL HFL towards continuation of the loan facility shall be final and binding on the Borrower/s.
- e) In case of any Subsequent Loan Facility, which is over and above existing Loan facility, this existing Loan Agreement shall continue to be in force and the Borrower shall be bound by the terms and conditions of this Loan Agreement. The Borrower may not be required to execute any fresh Loan Agreement, however, a few ancillary documents governing the loan amount and its amortisation schedule, including but not limited to Declaration, Schedule(s), DPN Letter, Letter of Continuity, etc. will be executed. Such ancillary documents shall be read in conjunction with this Loan Agreement.

## **2.6. Amortisation**

- a) Subject to Clause 2.2 & 2.3 the Borrower/s will amortise the Loan in the manner as stipulated in the Schedule to Transaction Documents.
- b) In addition to (a) above the Borrower/s shall pay to IIFL HFL PEMII every month, if applicable.
- c) In the event of delay in advancement of disbursement for any reason whatsoever, the date of commencement of EMI shall be the first day of the month following the month of which the disbursement of the Loan will have been completed and consequently the due date of payment of the first EMI in such case will be the first day of the month following such month.

- d) Notwithstanding what is stated in Clause 2.6 (a) above and in the Schedule to Transaction Documents, IIFL HFL shall have the right at any time or from time to time to review and reschedule the repayment terms of the Loan or of the outstanding amount thereof in such manner and to such extent as IIFL HFL may in its sole discretion decide. In such event/s the Borrower/s shall repay the Loan or outstanding amount thereof as per the revised schedule as may be determined by IIFL HFL in its sole discretion and communicated to the Borrower/s by IIFL HFL in writing.
- e) Save and except as provided under sub-Clause (f) below, for administrative convenience the EMI amount is intended to be kept constant irrespective of variations in the AIR and as result of this the number of EMIs is liable to vary. No intimation shall be given by IIFL HFL as to the number of EMIs required to be paid by the Borrower/s upon each AIR application. Provided however, the information as to the applicable /applied AIR during the financial year of IIFL HFL and the number of EMIs payable from last AIR application during such year shall be intimated by IIFL HFL to the Borrower/s annually. The Borrower/s shall pay EMIs until the Loan together with interest, costs and other charges thereon are repaid in full, to IIFL HFL.
- f) Notwithstanding anything to the contrary contained in Transaction Documents having regard to the AIR for the time being in force, IIFL HFL shall be entitled to increase the EMI amount suitably if:
  - (i) The said EMI would lead to negative amortization ( i.e. EMI not being adequate to cover interest in full) and/or
  - (ii) The principal component contained in the EMIs is inadequate to amortise the Loan within such period as determined by IIFL HFL. The Borrower/s shall be required to pay such increased EMI amount and the number of instalments thereof as decided by IIFL HFL and intimated to the Borrower by IIFL HFL.
- g) IIFL HFL may vary its IIFL HFL Base rate from time to time in such manner including as to the Loan amounts as IIFL HFL may deem fit in its own discretion.
- h) The Borrower/s shall of his/her/their/its own accord send to IIFL HFL a statement of his/her/their/its income every year from the date hereof. However, IIFL HFL shall have the right to require the Borrower/s to furnish such information/ documents concerning his income, employment, trade, business or profession, as the context may require, at any time and the Borrower shall furnish such information / documents immediately.
- i) The Borrower, in case of partly disbursed Loan may choose to pay PEMII only or EMI on disbursed amount under the Loan or EMI on Loan.

## **2.7. Terminal Dates for Disbursement**

Notwithstanding anything to the contrary IIFL HFL may by notice to the Borrower/s suspend or cancel further disbursements of the Loan if the Loan shall not have been fully drawn within such period from the date of the Sanction Letter as IIFL HFL may specify.

## **2.8. Payment, Prepayment and Other Charges**

- a) The Borrower/s shall repay the Loan to IIFL HFL in such number of installments, and with such installment/s being of such amounts and on the due date(s) as is

specified in the Agreement, (time being of the essence of the contract), such installments are hereinafter referred to, individually, as an "installment" and, collectively, as the "installments". The expression "installments" shall comprise of both the principal amount of the Loan and interest thereon where the principal amount of the Loan is agreed to be paid in EMI. If the Loan is payable in EMI, such EMI shall be calculated on the basis of monthly rests and IIFL HFL shall be entitled to vary/ modify the EMI (including increases in the amount of one or more installment/s) in the event of changes to the interest rate on the Loan.

- b) At the request of the Borrower/s and if agreed upon by IIFL HFL The Borrower/s shall pay to IIFL HFL EMI every month from the date of commencement of EMI as specified in the Loan Agreement and the Standard Terms and Conditions and also PEMII till the payment of the first EMI. The EMI payable by the Borrower/s may be on the full amount of the Loan irrespective of full disbursement of the Loan having not been made, changes from time to time would be made to the term of the repayment of the Loan corresponding to the amounts of the Loan disbursed. As and when disbursements are made under the Loan, the term of repayment of the Loan will be increased to amortise the prior disbursement(s) and the disbursement, which is being made. IIFL HFL reserves the right to revise the terms of the Loan at its sole discretion.
- c) At the request of the Borrower/s and if agreed upon by IIFL HFL, the Borrower/s shall pay to IIFL HFL, 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.
- d) The Borrower/s may repay/pay the installments and other monies in respect of the Loan through any one of the following modes - post-dated cheques ("PDC method")/the Electronic Clearing System (Debit Clearing)/National Automated Clearing House (NACH) as notified by RBI from time to time /by deduction from the Borrower/s' salary ("Salary Debit method") /by directly paying amounts when due to IIFL HFL ("Direct Payment method")/by any other method, and as has been selected by the Borrower/s or as may be required by IIFL HFL.
- e) If the Borrower/s default/s in making payment of any installment/s or any other amounts comprising the Borrower/s Dues to IIFL HFL on the respective Due Date(s), the Borrower/s shall be liable to pay default / further interest at the rate specified in the Loan Agreement, the Standard Terms and Conditions along with Transaction documents (plus applicable interest tax or other statutory levy) on all such outstanding/unpaid amounts from the relevant due date till the date of payment of such entire amount. Such default/further interest shall be in addition to any other charges which the Borrower/s is liable to pay to IIFL HFL in terms of the Transaction Documents. Such default/further interest shall be computed from respective Due Dates for repayment/payment and become payable upon the footing of compound interest at rates mentioned in the Schedule to Transaction Documents with monthly rests or such other rests as may be prescribed by IIFL HFL from time to time. The rate of interest as specified above is reasonable and represents genuine pre- estimate of the loss expected to be

incurred by IIFL HFL in the event of non-payment of any monies by the Borrower/s.

- f) All fees, charges and other monies payable/paid by the Borrower/s under the Transaction Documents are non-refundable in nature.
- g) The Borrower/s shall bear all interest tax, service tax, all other imposts, duties (including stamp duty and relevant registration and filing charges and taxes of any description whatsoever) as may be levied from time to time by the Government or other authority in connection with/on (a) the application for, and the grant and repayment of the Loan The Borrower's Dues, the Agreement, and/or any Transaction Document, (b) recovery and realisation of the Borrower/s' Dues, (c) the creation, enforcement and realisation of the security (including taking possession of, maintaining, storing and selling/transfer of the Property(ies), (d) repairing of the Assets(s) and clearance of arrears of all taxes and any other charges and levies payable to the Government in respect of the Property(ies), (e) inspections, and (f) insuring the Property(ies). The Borrower/s shall pay all costs, charges, fees, expenses in any way incurred by IIFL HFL; the Borrower/s shall also pay stamp duty, legislative fees, other duties, taxes, charges and penalties if and when the Borrower/s is required to pay according to the laws for the time being in force. In the event of the Borrower/s failing to pay the monies referred to above, IIFL HFL shall be at liberty (but shall not be obliged) to pay the same.

## **2.9. Pre-payment of the Loan**

- a) The Borrower may choose to prepay the Loan amount either partly or fully during continuity of the loan facility. All such payments shall be made and accepted as per IIFL HFL policy and rules, including as to the prepayment charges, applicable from time to time, unless specifically mentioned in the Schedule to Transaction Documents and in accordance with statutory guidelines, issued from time to time. The latest update on IIFL HFL charges are also listed on the official website of IIFL HFL viz. [www.iihfl.com](http://www.iihfl.com).
- b) That in case of non individual loan facility, the prepayment charges will be applicable as per the statutory guidelines and policy of IIFL HFL, as on date of such prepayment. Refer schedule to Transaction Documents for current charges. The latest update on IIFL HFL charges are also listed on the official website of IIFL HFL viz. <https://www.iifl.com/home-loans>.
- c) **EMI based on sanction amount-**  
At the request of the Borrower and if agreed upon by the Lender, the Borrower/s shall pay to the Lender EMI every month from the date of Commencement of EMI as specified in the Application Forms(s) and also PEMII till the payment of the first EMI. The EMI payable by the Borrower/s would be on the full amount of the facility irrespective of full disbursement of the facility having not been made; changes from time to time would be made to the term of the repayment of the facility corresponding to the amounts of the facility disbursed. As and when disbursement of the facility will be increased to amortise the prior disbursement(s) and the disbursement, which is being made. The Lender reserves the right to revise the terms of the facility at its sole discretion.

d) **EMI based on disbursed amount-**

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

- e) The Borrower/s may repay / pay the Installments and other monies in respect of the facility through any one of the following modes - post -dated cheques ("**PDC method**") / the Electronic Clearing System (Debit Clearing) as notified by the RBI ("**ECS method**") direct debit form the Borrower/s' bank account held with IIFL HFL Bank ("**Direct Debit method**") / by deduction from the Borrower/s salary ("**Salary Debit method**") / by directly paying amounts when due to the Lender ("**Direct Payment method**") / by any other method, and as has been selected by the Borrower/s or as may be required by the Lender. The Lender may, in its sole discretion, require the Borrower/s to adopt or switch to any alternation of mode of payment and the Borrower/s shall comply with such request, without demur or delay. The method for payment as selected by the Borrower/s or the mandates given by the Borrower/s under any payment mode cannot be cancelled or revoked by the Borrower/s without prior consent of the Lender. If the Borrower/s cancels or revokes (or attempts to cancel or revoke) such mandates without the prior consent of the Lender, such acts of the Borrower/s shall be deemed to have been committed with a criminal intent to cause wrongful loss to the Lender and the Lender shall be entitled to initiate appropriate criminal proceedings against the Borrower/s, without prejudice to the Lender's other rights and remedies under law and/or under the Transaction Documents. Without prejudice to the Lender's rights under the provisions of the Negotiable Instruments Act, 1881 and the Transaction Documents, the Borrower/s shall pay cheque dishonour charges and missed payment charges to the Lender as specified in the Application Form(s) for first and subsequent representations. Submission of post dated cheques by the Borrower/s to the Lender shall be deemed to be an unconditional and irrevocable authority given by the Borrower/s to the Lender to present them for payment on or after the dates indicated on such cheques. The Borrower/s shall ensure that each of such cheques is honoured on first presentation.
- f) Applicable for residents in India: If any of the Borrower/s is/are a resident Indian, all payment by such Borrower/s under the Standard Term and/or any other Transaction Documents shall be made free and clear of and without any deduction / withholding, except to the extent that the Borrower/s is required by law to make payment subject or any deduction / withholding, except to the extent that the Borrower/s is required by law to make payment subject to any deduction / withholding of taxes. If any tax or amounts in respect of tax must be deducted / withheld, or any other deductions/withholdings must be made from any amounts payable or paid by the Borrower/s, the Borrower/s shall pay such additional amounts to the Lender as may be necessary to ensure that the Lender receives a net amount equal to the full amount which it would have received had

payment not been made subject to tax or other deduction / withholding. Provided that, all taxes required by law to be deducted / withheld by the Borrower/s from any amounts paid or payable including but not limited to interest, commission, service and other charges and any fees under the Standard Terms and/or the other Transaction Document shall be paid by the Borrower/s when due and the Borrower/s shall, within 20 days of the payment being made, whichever is earlier, deliver to the Lender satisfactory evidence in accordance with the prevailing tax laws as may be amended from time to time, that the tax has been deducted at source / withheld and duly remitted to the appropriate authority.

- g) Applicable for non-residents: If any of the Borrower/s is a non-resident / PIO, all payment by such Borrower/s under this facility shall be made free and clear of and without any deduction/ withholding, except to the extent that the Borrower/s is required by law to make payment subject to any deduction/ withholding of taxes. If any tax or amounts in respect of tax must be deducted / withheld, or any other deductions / withholdings must be made, from any amount payable or paid by the Borrower/s, the Borrower/s shall pay such additional amounts as may be necessary to ensure that the Lender receives a net amount equal to the full amount which it would have received had payment not been made subject to tax or other deduction / withholding. Provided that, all taxes required by law to be deducted / withheld by the Borrower/s from any amounts paid or payable including but not limited to interest, commission, discount, service and other charges and any fees, under this facility, shall be paid by the Borrower/s when due and the Borrower/s shall, within the statutory time frame prescribed under the law or 20 days of the payment being made, whichever is earlier, deliver to the Lender satisfactory evidence in accordance with the prevailing tax laws as may be amended from time to time, that the tax has been deducted at source / withheld and duly remitted to the appropriate authority .

#### **2.10. Delay in Payment of EMI etc.**

- a) No notice, reminder or intimation will be given to the Borrower regarding his obligation to pay the EMI or PEMII regularly on due date. It shall be entirely his responsibility to ensure prompt and regular payment of EMI and PEMII.
- b) The delay in payment of EMI and PEMII shall render the Borrower liable to pay additional rate of interest at the rate of 36% p.a. or at such higher rate as per the rules of IIFL HFL in that behalf as in force from time to time. In such event, the Borrower shall also be liable to pay incidental charges and costs to IIFL HFL.

#### **2.11. Liability of the Borrower/s to be Joint and Several**

Where the Loan is provided to more than one Borrower/s, notwithstanding anything herein stated, the liability of the Borrower/s to repay Loan 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/s with IIFL HFL in respect of the Loan or any other Loan or Loans, is joint and several.

### **3. COVENANTS FOR SECURITY**

#### **3.1. Security for Loan**

- a) The Borrower covenants that the principal sum of Loan, interest, commitment, costs and other charges and any other dues under Transaction Documents shall be secured by such security as IIFL HFL shall determine in its own discretion. IIFL HFL shall have the right to decide the place, timing and type of the security including the manner of its creation.
- b) Where the Loan has been availed of for repayment of an existing Loan/facility against any Security, then the Borrower/s shall within seven days from the date of disbursement of the Loan get the previous security removed from the records of the appropriate registering authority and have the security, if any, in favour of IIFL HFL/its trustees or agents registered with such registering authority.
- c) The Borrower/s shall not enter into any agreement/ arrangement whatsoever with any person, body or authority for the use, transfer or disposal of the Security(ies) in any manner whatsoever without consent of IIFL HFL. The Borrower/s will not part with the possession, give on hire, lease, leave, license or conduct any arrangement or otherwise deal with the Security(ies) or any part thereof without, prior consent of IIFL HFL.
- d) The Borrower further covenants that the securities created under this loan agreement shall also be security for (a) all other monies that may be due and payable by the Borrower to IIFL HFL, on any account whatsoever, whether present or future, including any liability of the Borrower as a surety or co-obligor either singly or along with any other person, and (b) loan granted/continued to the group companies/associate of the Borrower.
- e) The Borrower covenants that the security offered towards repayment of the Loan amount under this Loan Agreement shall be continuing security(ies) for the Subsequent Loan Facility (as well), to the complete and absolute satisfaction of IIFL HFL. The Borrower further covenants to furnish additional security, if any, as and when so required by IIFL HFL in its absolute discretion.
- f) In case the Borrower defaults in the repayment of the any of the loan(s) or advance(s) granted by IIFL HFL, IIFL HFL shall have the first and foremost charge on the assets of the Borrower. Such loans shall include any Loan, Subsequent Loan Facility or any such amounts advanced to the Borrower (including loans, cash, credits, overdrafts, bills purchased and discounted), and other debts, whether secured or unsecured, to the extent to which they are reasonably considered recoverable, having regard to the value of the security.
- g) In case, the security furnished by the Borrower is found to be insufficient /incorrect in value, the Borrower shall be directed to furnish additional security, as may be required by IIFL HFL and the borrower shall create the security accordingly and furnish any such additional security as may be decided by IIFL HFL.

#### **3.2. The Borrowers shall Comply with the Following**



To execute a money bond or pronote in favour of IIFL HFL for the amount of the Loan, in the form and manner acceptable to IIFL HFL; To execute any such agreement/s, document/s, undertaking/s, declaration/s, that may be required now or hereafter at any time during the subsistence of Transaction Documents/ or any other loan or loans granted by IIFL HFL hereafter.

### **3.3. Expenses of Preservation and Collection**

- a) The Borrower/s shall pay to IIFL HFL all costs incurred by IIFL HFL after an event of default has occurred in connection with.
- b) The preservation of the Borrower's assets including the Property and
- c) The collection of amounts due under the Loan shall be charged to the Borrower/s and reimbursed by the Borrower/s as IIFL HFL shall specify.
- d) The Borrower shall reimburse and pay to the Lender all costs, charges and expenses, (including legal costs between legal counsels and client) stamp duty and for investigation of the title of the Property offered as security and for the preparation, execution, preservation, performance, enforcement and realisation of the Loan, Security Documents and other instruments creating and/or evidencing the creation of the security for the Lender and also any other instruments required in connection with the Loan.

### **3.4. Continuing Security**

- a) All security/s furnished by the Borrower/s to IIFL HFL 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 Loan/any other Loan taken by the Borrower/s and/or Guarantor from IIFL HFL, are fully paid to the complete satisfaction of IIFL HFL and IIFL HFL gives its consent in writing for the discharge of such security(ies).
- b) All the security/s offered by the Borrower/s towards repayment of the Loan amount to IIFL HFL in relation to the Loan shall be continuing security(ies) for the Subsequent Loan Facility (as well) and shall not be discharged till such time till all the dues in respect of the Subsequent Loan/ any other loan taken by the Borrower/Guarantor from IIFL HFL are fully paid to the complete and absolute satisfaction of IIFL HFL. Further, in case any loan other than this Loan facility availed by the Borrower is without the deposit of security/ insufficient security, the security offered herein shall deem to continue till such time till all the dues in respect of the Subsequent Loan/any other loan taken by the Borrower/Guarantor from IIFL HFL are fully paid to the complete and absolute satisfaction of IIFL HFL.
- c) IIFL HFL and other entities within India Infoline Group ("Group Entities") shall have the paramount right of set-off and lien, irrespective of any other lien or charge on any assets, documents and properties, of the Borrower whether held in its name or jointly with any other person, held by/ under the control of IIFL HFL and/or the Group Entities (whether by way of security or otherwise pursuant to any contract entered/ to be entered into by the Borrower in any capacity) to the extent of all Outstanding Dues, whatsoever, due by the Borrower to IIFL HFL and/or the Group Entities. IIFL HFL and/ or the Group Entities are entitled without any notice to the Borrower to settle any indebtedness whatsoever owed

by the Borrower to IIFL HFL and/or the Group Entities, (whether actual or contingent, or whether primary or collateral, or whether joint and/or several) hereunder or under any other document/ agreement. IIFL HFL and/or the Group Entities shall be entitled to utilise and enforce the security provided in respect of financial indebtedness extended by any of them to liquidate and repay the financial indebtedness extended by any other member of the Group Entities. IIFL HFL and the Group Entities rights hereunder shall not be affected by the Borrower/s' bankruptcy, insolvency, death or winding-up. This provision shall survive the expiry or termination of Transaction Documents.

- d) In addition to the above mentioned right or any other right which IIFL HFL and the Group Entities may at any time be entitled whether by operation of law, contract or otherwise, the Borrower authorises IIFL HFL: (a) to combine or consolidate at any time all or any of the liabilities of the Borrower incurred towards IIFL HFL with the liabilities of the Borrower towards the Group Entities or any of them; (b) to sell any of the Borrower securities or properties held by IIFL HFL by way of public or private sale without having to institute any judicial proceeding whatsoever and retain/appropriate from the proceeds derived there from the total amounts outstanding to IIFL HFL and the Group Entities (or any of them) from the Borrower, including costs and expenses in connection with such sale.

#### **4. BORROWER'S COVENANTS**

##### **4.1. Affirmative Covenants**

The Borrower/s hereby expressly covenants as follows:

- a) That the Borrower/s shall utilise the entire amount of the Loan for the purpose stated/mentioned in the Sanction Letter and/or end use letter and for no other purpose whatsoever.
- b) That the Borrower/s further assures IIFL HFL that the purpose of the Loan is not speculative, illegal, nefarious or immoral and does not/shall not constitute an offence of Money Laundering under The Prevention of Money Laundering Act, 2002.
- c) That the construction/structure over the Property is in accordance with the sanctioned plan and in the eventuality that any subsequent construction is carried out on the Property then the same shall also be in accordance with the sanctioned plan and no illegal construction shall be raised on the Property.
- d) That the Borrower/s will at his own cost and expense, till all such times that the entire of the Loan has been repaid in full to the entire and sole satisfaction of IIFL HFL, maintain the Property in good order and condition and all the necessary repairs, additions and/or improvements thereto shall be promptly carried out by the Borrower/s at his own cost and expense and further the Borrower/s will ensure that during such period the value of the Property does not diminish.
- e) IIFL HFL will be notified of any change in the Borrower/s residence contact numbers, employment, business or profession well in advance that in case an advance notice is not possible then the Borrower/s would inform IIFL HFL in writing within 7 days of such change.

- f) The Borrower/s shall pay all municipal taxes, ground rent, statutory dues and such other municipal and local charges in accordance with the Municipal bye-laws and regulations. The Borrower/s shall further comply with all rules, regulations, stipulations of the municipal corporations and all concerned statutory authorities.
- g) The Borrower/s shall at all such times till the entire Loan granted by IIFL HFL has been repaid in full to the complete satisfaction of IIFL HFL, keep the Property insured against fire, earthquake, flood, storm, tempest or typhoon and other hazards at his/her/their own cost and expenses and also all other hazards/eventualities that IIFL HFL may require, with IIFL HFL being made the sole beneficiary under the policy, for a value as required by IIFL HFL and produce evidence thereof to IIFL HFL before tenth day of January of every year and wherever called upon to do so. The Borrower/s would also send a copy of the Insurance cover and the policy within 15 days of each renewal/fresh policy.
- h) The Borrower/s 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/s plans to build on/develop the land, where the mortgage property is the plot/piece of land, the Borrower/s 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 prescribed for the safety and security of the building structure.
- i) The Borrower/s would within 2 days inform IIFL HFL of any loss or damage to Property due to any act of God or damage or other risk against which the Property may not have been insured.
- j) The Borrower/s would inform IIFL HFL in writing, at least 15 days in advance of any proposed additions to or alterations in the Property and provide all the details thereof and shall not do the same if objected and not allowed by IIFL HFL.
- k) The Borrower covenants that the Borrower shall maintain proper and adequate books and records to correctly and completely reflect the Borrower's financial position and scope of operations and should not change its accounting system without notice to IIFL HFL and shall permit any officer / authorised representative of IIFL HFL and/or, concurrent / statutory auditors / RBI officials to inspect the Borrower's books of account and to enter into the Borrower's offices or other places where such books of account are kept for the purposes of such inspection.
- l) The Borrower shall immediately notify IIFL HFL upon becoming aware of any Event of Default.
- m) The Borrower shall provide on demand to IIFL HFL an end use certificate specifying the purpose for which the Loan has been utilised by the Borrower which has been duly certified by an independent Chartered Accountant, as required by IIFL HFL.
- n) **In Case the Borrower/s is a Partnership Firm:**  
The Borrower/s agrees that no change whatsoever in the constitution of the partnership firm during the continuance /validity of the Loan Agreement shall

impair or discharge the liability of anyone or all of the partners. In the event of death or retirement of any partner, IIFL HFL shall at its discretion deal with the surviving and/or continuing partner/s, without affecting its rights as against the retiring partner or the heirs and legal representatives of the deceased partner, as IIFL HFL shall think fit and proper, and the retiring partner and /or the heirs, executors, administrators, legal representatives of the deceased partner shall have no claim as against IIFL HFL in respect of such dealing. The partners who have signed the Loan Agreement confirm that;

(i) they are the only partners of the firm named in the to the Transaction Documents

(ii) the partnership firm is duly registered under the Indian Partnership Act, 1932;

(iii) they shall advise IIFL HFL in writing of any changes which may take place in the partnership;

(iv) they will not dissolve/reconstitute the partnership firm without the approval of IIFL HFL;

(v) all the partners are jointly and severally liable to IIFL HFL for performance of all obligations under the Loan Agreement and the Standard Terms and Conditions .

**o) In Case the Borrower/s is a Proprietor:**

The proprietor hereby represents, warrants, confirms and undertakes that: he/she is the sole proprietor/proprietress of the firm named in the Schedule to Transaction Documents; he/she is solely responsible for the liabilities of the aforesaid firm and will be liable personally for performance of all obligations under the Transaction Documents.

**p) In Case the Borrower/s is HUF :**

IIFL HFL shall at all times be informed of any changes in the constitution of the HUF by furnishing necessary documents and writings. The Borrower/s agrees that no change whatsoever in the constitution of the HUF (named in the Schedule to the Transaction Documents) during the continuance/validity of the Transaction Documents shall take part or discharge the liability of anyone or all of the adult members/ coparceners of the HUF and shall be binding on the HUF, its estate, effects and successors. The Transaction Documents shall be enforceable against the Karta or any succeeding Karta of the HUF or against and all the adult coparceners/ members of the HUF. The Karta, acting for HUF and in his personal capacity, and the other adult members/coparceners of the joint HUF, consent, warrant and confirm to IIFL HFL that:

(i) They are members/coparceners of the HUF;

(ii) The signatories of the Loan Agreement are the only adult members of the HUF at present;

(iii)The business carried on under the name and style given in the Schedule to Transaction Documents is their joint family trade which is binding on the minor members, if any, being ancestral trade/business.

(iv) The Loan Agreement have been entered into for and on behalf of the HUF and the transactions contemplated in the Agreement are a part of the HUF business/trade referred to above;

(v) The HUF business/trade mentioned above is being conducted and managed by the adult members / coparceners of the HUF and all of them have been jointly and individually empowered to perform the terms of the Transaction Documents, against security or otherwise, and execute all necessary instruments, deeds, documents and writings and do all such acts, things and deeds as are necessary or incidental to the performance of the terms of the Transaction Documents, and also execute, draw, endorse, negotiate and sell cheques, bills, pro-notes, bills of exchange and other negotiable instruments on behalf of the HUF. Karta, acting for the HUF and in his personal capacity, and the other adult coparceners/members of the HUF so hereby indemnify and keep IIFL HFL indemnified against all actions, claims, demands, proceedings, losses, damages, costs, charges and expenses whatsoever which IIFL HFL may at any time incur, suffer, pay or sustain : a consequence of or by reason of or arising out of the transactions contemplated in the Transaction Documents, hold themselves personally liable, jointly and severally, in respect of all transactions entered into with IIFL HFL or obligations incurred under the Transaction Documents.

q) **In Case the Borrower/s is a Company:**

The Borrower/s agrees that no change whatsoever in the constitution of the company during the continuation or validity of the Transaction Documents shall impair or discharge the obligations of the Borrower/s under Transaction Documents. The Borrower/s shall, forthwith upon any change in the constitution of the Borrower/s, shall take prior written approval from IIFL HFL of the change and provide such details in respect of the change and its effect, as may be required by IIFL HFL. The Borrower/s shall furnish to IIFL HFL such resolutions including under Section 180(1) (a) & (c) of the Companies Act, 2013 (as amended up to date) as may be required in connection with the transactions contemplated in the Transaction Document it would have the charge created in favour of IIFL HFL in the proper form with the Registrar of companies within 30 days of the creation of the charge and furnish the certificates/Forms thereof to IIFL HFL immediately upon creation of the charge, It would take prior permission from IIFL HFL before effecting any significant change in its debt-equity ratio and/or current ratio. The Borrower/s agrees to take prior permission from IIFL HFL in case of any change in its share holding pattern and/or sale of share of the company and/or change in the management of the Company.

r) The Borrower/s shall promptly give written notice to IIFL HFL of:-

- (i) Any dispute, which might arise between the Borrower/s and any person or any governmental body or authority relating to and/or concerning the said Property.
- (ii) Any distress or execution being levied against the said Property.
- (iii) Any material circumstances affecting the ability of the Borrower/s to repay the Loan in the manner stipulated Hereunder.

s) IIFL HFL's instruction do, perform and execute such acts, deeds, matters and things as IIFL HFL may consider necessary either to perfect the security provided for or to carry out the intent of the Transaction Documents.

t) IIFL HFL may at any time for the purpose of verification call for the originals and/or certified copies of any/all documents the photocopy(s)/true copies have been submitted by the Borrower/s for availing the Loan. Any such copy in

possession of IIFL HFL shall be deemed to have been given only by the Borrower/s.

- u) The Borrower/s hereby agrees, undertakes and confirms that the Borrower shall bear all costs of making good any deficit in stamp duty and/ or all penalties thereon, on any document executed by the Borrower/s in relation to the Loan and/or security.
- v) That until any moneys are due or outstanding under Transaction Documents, the Borrower/s shall ensure that the Insurance Policy(s) (wherein IIFL HFL is a loss payee/beneficiary/assignee) are valid, subsisting and operative by complying with the terms of issue of such Insurance Policy(s) including the timely payment of the premium for such policy(s), and agrees to produce the necessary proof/receipts of such validity/ subsistence/operativeness to IIFL HFL whenever required.
- w) The Borrower/s agrees, confirms and acknowledges that the documents pertaining to acquisition of Property as entered into by the Borrower/s or executed for and on behalf of the Borrower/s which is the subject matter of finance by the Loan are valid and subsisting at the time of the Loan, subject to the terms of Transaction Documents, and the legal and beneficial ownership of the Property shall continue being in favour of the Borrower/s during the tenure of the Loan, subject to the terms of Transaction Documents.
- x) The Borrower/s agrees, confirms and acknowledges that the Borrower/s has exercised due care and caution (including, where necessary, obtaining of advise of tax/legal/accounting /financial/other professionals ) prior to taking of the decision, in respect of the financing and/ or the Property and further agrees, confirms and acknowledges that IIFL HFL is not responsible for any delay in construction/giving of possession/completion of the Property including where IIFL HFL may have approved/ sanctioned or otherwise provided the Borrower/s any information in respect of the builder/developer/seller of the Property.
- y) The Borrower shall comply with all laws (including laws relating to environment, social and labor, anti corruption and anti money laundering applicable to the Parties. The Borrower shall have appropriate procedures and policies to prohibit the engagement of any person under 18 (Eighteen) years of age on a work site, regardless of their direct employer.
- z) The Borrower shall formulate appropriate procedures and policies with respect to the right of all workers to bargain collectively through appropriate legal mechanisms and shall not discriminate in respect of any employment decision against workers on such grounds.

The Borrower shall ensure that all subcontractors, including labor-only contractors, are in compliance with all Environmental and Social Laws including but not limited to the clauses (y) & (z) as stated above.

#### **4.2. Negative Covenants**

The Borrower/s further covenant with IIFL HFL that unless, IIFL HFL shall otherwise previously approve in writing the Borrower/s shall not:

- a) **Possession**: Let out or give on leave or license or in any other manner whatsoever part with the possession of the Property or any part thereof.
- b) **Alienation**: Sell, transfer, mortgage, lease, surrender or in any other manner whatsoever transfer and/or alienate, encumber or create any third party interest in the Property or any part thereof. However, in case of lease/ license of the property, the same could be granted with prior written permission of IIFL HFL only.
- c) Enter into any agreement or arrangement with any person, institution or local or Government body for the use, occupation or disposal of the Property or any part thereof.
- d) Use the Loan for any speculative, illegal or antisocial purpose or a purpose other than the Purpose.
- e) Change the use of the Property provided that if the Property is used for any purpose other than residential/commercial purpose stated therein, in addition to any other action which IIFL HFL might take and/or remedy that may be available to IIFL HFL, IIFL HFL shall be entitled to charge, in its sole and absolute discretion, such higher rate of interest as it might fix in the circumstances of the case and the Borrower undertake that they would not challenge such higher rate of interest.
- f) Execute any document, such as power of attorney, or any other similar or other deed, in favour of any person to deal with the Property in any manner.
- g) In the event that the Borrower is a company:
  - (i) the Borrower shall not enter into any scheme of merger, amalgamation, compromise or reconstruction.
  - (ii) amalgamate or merge the Property with any of his/her/other Property or any other adjacent Property nor shall the Borrower/s create any right of way or any other easement on the Property.
  - (iii) shall not change the composition of its board of directors,
  - (iv) shall not amend its memorandum and articles of association,
  - (v) shall not create charge, encumber, alienate, transfer or dispose of any of its assets,
  - (vi) shall not change its shareholding pattern.
- h) Stand as a surety for anybody or guarantee the repayment of any Loan or overdraft or the purchase price of any asset.
- i) Leave India for employment or business or for long term stay abroad without fully repaying the Loan together with interest and other dues and charges including prepayment charges as per the rules of IIFL HFL then in force. Whether the stay is long term or not shall be decided solely by IIFL HFL.
- j) **If the Borrower is a partnership firm**  
The Borrower shall not initiate any proceedings for dissolution of the firm or admit any new partners to the partnership.
- k) The Borrower shall not induct into its Board (i) who has been named in any list of Defaulters/Willful Defaulter circulated by the RBI or CIBIL; (ii) whose name appears in any caution list of any nature published by the RBI or any similar regulatory or governmental authority; (iii) who has been appointed as a director on the board of directors of any Lender or is within the specified near relation of

director on the board of directors of any Lender; or (i) who is director in any company which has been identified as a Willful Defaulter by the RBI or similar regulatory authority, and in the event such a person is already on the Board, the Borrower shall take expeditious and effective steps to remedy such situation.

## **5. REPRESENTATIONS AND WARRANTIES**

The Borrower/s warrants and undertakes to IIFL HFL:

- a) That the information given in the application and any prior or subsequent information provided or explanations furnished to IIFL HFL in this behalf are true, complete and accurate in every respect and all material facts have been disclosed. Further, the copies given to IIFL HFL by the Borrower/s are the exact and true copies of their originals and the originals are genuine documents.
- b) The Borrower/s assures IIFL HFL that he/she/they is/are the undisputed and absolute owner of the Property and have an absolute clear and marketable title to the Property and are in possession of the same. That the Borrower/s is not aware of any document, judgment, order or legal process or other charges or of any latent or patent defect affecting/which may affect the title of the Property or of any material defect in the Property which has remained undisclosed and/or which may affect IIFL HFL prejudicially.
- c) The Borrower assures that in case the Borrower is offered the Subsequent Loan, the Borrower shall be governed by the terms of this Loan Agreement. The Borrower further covenants to execute few ancillary documents governing the loan amount and its amortization schedule including but not limited to Declaration, Schedule(s), DPN Letter, Letter of Continuity which are necessary to ascertain the Subsequent Loan Facility amount.
- d) The Borrower represents and warrants that during the subsistence of the Loan, IIFL HFL shall an exclusive and paramount charge over the security offered by the Borrower against any of the loan(s) or advance(s) granted by IIFL HFL .
- e) That the Property is not included in or affected by any of the schemes of Central/State Government or of the improvement trust or any other public body or local authority or by any alignment, widening or construction of road under any scheme of the Central/State Government or of any Corporation, Municipal Committee, statutory body, Gram Panchayat etc.
- f) That the Borrower/s shall keep himself acquainted with the rules prescribed by IIFL HFL in force from time to time.
- g) That the Borrower/s do not violate any covenant, conditions or stipulations under any existing Agreement(s) entered into by the Borrower/ s with any party, by availing the Loan from IIFL HFL.
- h) That all the necessary approvals for availing the Loan and creating the security/securities have been obtained or shall be obtained.
- i) That there is no suit/case/litigation or such other proceeding pending in any Court of law, tribunal, forum, statutory authority in respect of the Property nor has the Borrower/s been served with any notice and/or order for violating the provisions of the Municipal Act or any other Act relating to Gram Panchayats or Local authorities or with any rules, bye- laws or any other process under any of these Acts.



- j) That, in case of balance transfer from another Bank/Financial Institution the Borrower(s) will not approach the Mortgagee Bank/Financial Institution for collection of the Original title documents on his own. Wherever Borrower/s presence will be required for collection of the original title documents to be present personally before the Mortgagee Bank/Financial Institution, the Borrower/s will inform IIFL HFL in advance and will accompany the IIFL HFL representative. The Borrower/s will execute the undertaking, authority letter and Power of attorney in favour of IIFL HFL representative and will extend all assistance as may be required by IIFL HFL to collect the Original title Deeds deposited with Mortgagee Bank/financial Institution and any other documents/information relating to the earlier loan agreements and in respect of the immovable property, kept as security.
- k) The Borrower represents and warrants that (i) no proceedings have been initiated or are pending against the Borrower under the Income Tax Act, 1961; (ii) no notice or demand whether under rule 2 of the second schedule of the Income Tax Act, 1961 or otherwise has been received by the Borrower under the Income Tax Act, 1961, and (iii) there are no arrears of tax or other sum outstanding from the Borrower under the Income Tax Act, 1961.
- l) The Borrower represents and warrants that the Borrower has complied with Applicable Law, including without limitation, in relation to creating the Security under Transaction Documents .

## **6. RIGHTS AND REMEDIES OF IIFL HFL**

If one or more of the events specified in this Clause shall have happened, then, IIFL HFL upon a written notice to the Borrower, may declare the principle of and all accrued interest on the Loan that may be payable by the Borrower under or in terms of Transaction Documents and/or any other agreements, documents, subsisting between the Borrower and IIFL HFL, as well as all other charges and dues, and 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 Transaction Documents or any other agreement/s or document/s.

### **6.1. Events of Defaults:**

Any of the following shall constitute an Event of Default under Transaction Documents:

- a) **Payment of Dues**: If the Borrower/s defaults in the payment of interest and/or PEMII(s) and/or EMI(s) or any part thereof and/or in payment of any other amount(s) due and payable to IIFL HFL in terms of Transaction Documents and/or in terms of any other agreement/s, document/s that may be subsisting or that may be executed between the Borrower/s and IIFL HFL.
- b) **Performance of Covenants**: If the Borrower/s fails to perform and/or observe any covenant and/or condition and/or warranties or agreements to be performed or observed by him under Transaction Documents /Loan or any other agreement/s between the Borrower/s and IIFL HFL.
- c) **Supply of Misleading Information**: If any information given by the Borrower/s and/or Guarantor in the Loan application or any other document or otherwise is

found to be misleading or incorrect in any material respect or any warranty referred to in Transaction Documents is found to be incorrect.

- d) **Depreciation of Security**: If any property on which the Borrower/s and/or Guarantor has created security in favour of IIFL HFL, depreciates in value to such an extent that in the sole and absolute opinion of IIFL HFL further and/or additional security should be given and the Borrower fails to provide such security within the time period required by IIFL HFL.
- e) **Sale or Disposal of Property**: If the Property or any part thereof is sold or disposed of, let out, given on leave or licence, transferred in any manner, charged in any manner whatsoever, encumbered or otherwise alienated or if any third party interest is created in any manner.
- f) **Attachment or Distraint of Property**: If an attachment, restrain or distraint is levied on the Property or any part thereof and/ or certificate proceedings are taken or commenced for recovery of any dues from the Borrower/s.
- g) **Failure to furnish information/documents**: If the Borrower/s and/or Guarantor fail to furnish any information or documents as required by IIFL HFL.
- h) **Failure to inform Event of Default**: If the Borrower/s fails to inform IIFL HFL of the happening of any Event of Default or any event which after the notice or lapse of time or both would become an Event of Default.
- i) **Non-payment/non-renewal of cheque**: If a cheque/ECS/S.I. in respect of any monthly payment (including but not limited to PEMII & EMI) is not paid on the date thereof or where any such cheque/ECS/S.I. is not renewed before the date of its payment.
- j) **Non-delivery of ECS/S.I./ACH**: If the Borrower/s fails to deliver ECS/S.I. in accordance with the terms of the Loan or as and when demanded by IIFL HFL.
- k) **Failure to deliver balance confirmation**: If the Borrower/s fails to sign and deliver to IIFL HFL the balance confirmation of the Loan as and when and in the manner required by IIFL HFL in the absence of any manifest error in calculation of such statement pointed out by the Borrower/s within 10 (ten) days after receiving the balance confirmation statement from IIFL HFL.
- l) **Security becoming unenforceable**: If any security or guarantee of the Loan becomes unenforceable or infructuous or is challenged by the Borrower/s and/or Guarantor or any other person.
- m) **Security in jeopardy**: If in the opinion of IIFL HFL, any security created for the Loan is in jeopardy.
- n) **Cross Default**: If the Borrower/s and/or Guarantor makes a default in the performance of any of the terms and conditions of any agreement or credit agreement or arrangement with IIFL HFL or its group companies or subsidiaries and affiliates or any Bank/Financial Institution/Non Banking Financial Company/ Finance Company and other lender/creditors and in respect of any credit agreement or arrangement with IIFL HFL or its subsidiaries and affiliates, and vice versa.
- o) **Short Payment**: Where any payment made by the Borrower/s to IIFL HFL falls short of the payment required to be made by the Borrower/s with respect to the amount due from the Borrower/s to IIFL HFL.

- p) **Death of the Borrower/s**: Where any payment made by the Borrower/s to IIFL HFL falls short of the payment required to be made by the Borrower/s with respect to the amount due from the Borrower/s to IIFL HFL.
- q) If any proceedings have been filed in any court of law by any creditor or other persons against the Borrower/s or if the Borrower/s makes any composition with his creditors.
- r) If any two persons amongst the borrower(s), co-borrower(s) and/or guarantor(s) who are married to each other are divorced.
- s) **Insolvency**: If any of the Borrower/s and/or Guarantor and/or any of its partner (where the Borrower/s and/or Guarantor is a partnership firm) commits an act of insolvency or if the Borrower/s and/or Guarantor is insolvent or bankrupt or if a liquidator, receiver or official assignee is appointed in respect of any Property declared or estate of the Borrower/s and/or Guarantor or if the Borrower/s and/or Guarantor makes any application for declaring himself an insolvent or if an application for declaring the Borrower/s and/or Guarantor as insolvent/bankrupt is made or any order is passed by any competent authority for taking the Borrower/s and/or Guarantor into insolvency then in any of these events the entire Loan amount shall become due and payable forthwith.
- t) If the Borrower/s and/or Guarantor is a partnership firm then if the Borrower/s and/or Guarantor is dissolved or a notice for dissolution is given to the Borrower/s and/or Guarantor by any of the partners.
- u) If the Borrower/s and/or Guarantor is a Company, it is unable to pay-off its debts within the purview of Section 434 of the Companies Act, 1956 (or any other relevant provisions of the Companies Act, 2013, as may be amended from time to time) or a resolution for winding-up of the Borrower/s is made against the Borrower/s or if a liquidator is appointed in respect of any of the assets of the Borrower/s and/or Guarantor.
- v) If the Borrower/s and/or Guarantor is a company then if there is a change in the constitution, management or existing ownership and/or control of the share capital of the Borrower/s and/or Guarantor.
- w) If the Borrower/s and/or Guarantor commits any act of omission and/or there exists any other event or circumstance (s) which in the sole opinion of IIFL HFL is prejudicial to its interest.
- x) If there is a default, event of default or other similar condition or event (however described), or a potential event of default which with the lapse of time or giving of notice, may become an event of default, under Transaction Documents or one or more agreements or instruments entered between IIFL HFL and Borrower, or Borrower's affiliates/associated company(ies).
- y) If a cross default as mentioned above occurs:
- z) 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).
- aa) 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).

- ab) Any encumbrance over any assets of the Borrower to secure any other debt becomes enforceable.

## **6.2. Notice on the Happening of an Event of Default**

If any Event of Default or any event which, after the notice or lapse of time or both would constitute an Event of Default shall have happened, the Borrower/s shall forthwith give IIFL HFL notice thereof in writing specifying such Event of Default, or such event, which after notice or lapse of time or both would constitute an Event of Default and thereupon the entire principal amount of the Loan together with interest and all other amounts shall become due and payable forthwith and IIFL HFL shall be entitled to enforce the Security and recover the Loan with interest thereon till the date of actual payment and all other amounts whether payable under the Transaction Documents or otherwise.

## **7. INDEMNITY**

The Borrower/s agrees and undertakes to indemnify and keep IIFL HFL and its directors/officers/employees/ agents/ consultants fully indemnified and harmless from and against all the consequences of breach of any of the terms, conditions, statements, undertakings, representations, warranties etc. of Transaction Documents as also of any of its representations or warranties not being found to be true at any point of time, including any claims, actions, suits, legal proceedings, damages, liabilities, costs, expenses etc. faced, suffered and/or incurred by IIFL HFL. That, in event of any cost, expense, loss, damage suffered by IIFL HFL due to any claims, actions, suits, legal proceedings, damages, liabilities, costs, expenses etc. being made upon IIFL HFL on account of any warranties, representations, fraud, deed, act and/or omission etc. of the Borrower/s, the Borrower/s undertakes to pay such amount to IIFL HFL as shall be demanded by it within 7 days of the demand being made.

## **8. WAIVER**

- a) No delay in exercising or omission to exercise, any right, power or remedy accruing to IIFL HFL or any other agreement or document shall impair any such right, power or remedy nor shall be construed to be a waiver thereof or any acquiescence of such default; nor shall the action or inaction of IIFL HFL in respect of any default or any acquiescence by it in any default affect or impair any right, power or remedy of IIFL HFL in respect of any other default.
- b) The provisions/clauses of Transaction Documents that by their nature and context (including but not limited to the provisions/clauses for arbitration, jurisdiction, payment of interest, additional interest, liability of the Borrower/s and their covenants, representation and warranties etc.) are intended to survive the performances, hereof, shall so survive the completion and termination of Transaction Documents.
- c) Any provision of Transaction Documents, which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of prohibition or unenforceability but shall not invalidate the remaining provisions of Transaction Documents or affect such provision in any other jurisdiction.

## **9. EFFECTIVE DATE OF TERMS AND CONDITIONS**

- a) Transaction Documents shall come in force from the date of signing of the same and shall remain in force and effect until all the monies due and payable to IIFL HFL under the Loan as well as other agreement/s, document/s that may be executed between the Borrower/s and IIFL HFL are fully paid to the complete satisfaction of IIFL HFL .
- b) Notwithstanding anything contained in Transaction Documents, IIFL HFL may at any time, at its sole discretion, and without assigning any reason, decide to alter/modify the terms and conditions of Transaction Documents by giving a notice to the Borrower/s.

## **10. MISCELLANEOUS**

### **10.1. Place and Mode of Payment by the Borrower**

- a) All moneys due and payable by the Borrower to IIFL HFL under or in terms of Transaction Documents shall be paid at the registered office or the concerned regional /branch office of IIFL HFL by cheque or bank draft/RTGS/NEFT, drawn in favor of IIFL HFL on a bank in the town or city where such registered office/branch/regional office is situated or in any other manner as may be approved by IIFL HFL and shall be so paid as to enable IIFL HFL to realize the amount sought to be paid on or before the due date to which the payment relates. Credit for all payments by cheque/bank draft/RTGS/NEFT drawn will be given, only on realization thereof by IIFL HFL. The Borrower may choose to pay the regular EMI vide standing instruction to his banker or by selecting electronic clearing system or by Automated Clearing House (ACH), for due date of payment.
- b) Notwithstanding anything to the contrary contained in Transaction Documents, or any other document or writing, IIFL HFL shall have the right to receive and to apply/adjust/appropriate any monies that it may receive in connection with any insurance policy(s) wherein IIFL HFL is a loss payee/ beneficiary/assignee against the amounts outstanding under Loan and, if applicable or necessary, vary the applicable Schedule, in any manner as it may deem fit, or cause the monies received to be appropriated for repayment or payment of any amount due to it on the respective due dates.
- c) **Terminal Benefits**: The entire outstanding principal amount of the Loan as well as any outstanding interest and all other dues, charges, amounts etc. payable under Transaction Documents, shall immediately be payable by the Borrower/s to IIFL HFL, if the Borrower/s resigns or retires from his employment prior to superannuation or opts for any scheme or accepts any offer from his employer providing any benefit on or upon the employer terminating his employment for any reason or upon the Borrower/s leaving the service of the employer for any reason whatsoever. That in such an eventuality, the outstanding dues under Transaction Documents shall be paid from the amount or amounts receivable by the Borrower/s from the employer under such scheme or offer or any terminal benefit as the case may be. That in case the said amount or amounts is insufficient to repay the said sums to IIFL HFL in full, then the Borrower/s shall be personally liable for the balance/ unpaid amount and all the Borrower/s shall be jointly and severally liable for this balance/unpaid amount. That the unpaid/balance amount remaining due to IIFL HFL , shall be paid by the

Borrower/s in such manner as IIFL HFL may in its sole discretion decide and the payment will be made by the Borrower/s accordingly. The Borrower/s hereby irrevocably authorises IIFL HFL to apply for, communicate with and receive the said amounts from the Borrower's and/or Guarantor's employer directly.

**10.2. Inspection, Re-finance, etc.**

- a) The Borrower shall permit inspection of all books of accounts and other records maintained by him in respect of the Loan, to the officer of IIFL HFL, at the Borrower's cost and expenses. The Borrower shall also permit similar inspection by officers of other companies, banks, institutions or bodies as IIFL HFL may approve and intimate the Borrower.
- b) IIFL HFL shall have the option to obtain any refinance facility or loan from any bank, company, institution or body, against any security that may have been furnished by the Borrower to IIFL HFL.
- c) IIFL HFL shall have the authority to make available any information contended in the loan application form and/or any document or paper or a statement submitted to IIFL HFL by or on behalf of the Borrower and/or pertaining or relating to the Borrower and/or to the loan including as to its repayment conduct, to any rating or other agency or institution or body as IIFL HFL in its sole discretion may deem fit. IIFL HFL shall also have the authority to seek and/or receive any information as it may deem fit in connection with the Loan and/or the Borrower from any source or person or entity to whom the Borrower hereby authorizes to furnish such information.

**10.3. Assignment**

The Borrower shall not assign or transfer all or any of its rights, benefits or obligations under Transaction Documents and/or any other related transaction documents including but not limited to the guarantees without the approval of IIFL HFL. IIFL HFL may, at any time, assign/or transfer and / or novate all or any of its rights, benefits and obligations under Transaction Documents and/ or any other related transaction documents including but not limited to the guarantees.

**10.4. Service of Notice**

Any notice or request required or permitted to be given or made under Transaction Documents to IIFL HFL or to the Borrower shall be given in writing. Such notice or request shall be deemed to have been duly given or made when it shall be delivered by hand, mail, email or telegram to the party to which it is required or permitted to be given or made at such party's address specified below or at such other address as such party shall have designated by notice to the party giving such notice or making such request: For IIFL HFL : Regd Office at 12A - 10, 13th Floor, Parinee Crescenzo,C-38 and C-39, G Block, Behind MCA, Bandra Kurla Complex, Bandra East, Mumbai – 400051 and Head/Corporate office at IIFL Home Finance Limited, Plot No. 98, Udyog Vihar Phase IV, Sector 18, Gurgaon, Haryana 122016.

**10.5. The Borrower agrees/confirms as follows:**

- a) IIFL HFL shall be entitled to return the title documents (if any) to either/any of the Borrower/s or any of their legal representatives/heirs and the Borrower/s shall not hold IIFL HFL liable and/or responsible for returning the documents of title deeds to any such person. Further, the Borrowers/s also undertakes that they would not issue any instructions for the return of the title documents to any specific person unless such instructions are duly signed by all the Borrowers/s.

Further, IIFL HFL shall be entitled to hold back/retain the documents of title, in case of any dispute w.r.t. the person to whom the documents of title are to be returned. That IIFL HFL shall have the right to receive and adjust any payment that it may receive in connection with any insurance policy/policies against the loan and alter the amortization schedule in any manner as it may deem fit notwithstanding anything to the contrary contended in the Standard Terms and Conditions :-

- b) or any other document or paper.
- c) That he has scrutinized and is satisfied with the building plan, commencement certificate and all the requisite permissions pertaining to the property and that the construction is as per the approved plan and of a satisfactory quality.
- d) Notwithstanding anything contained in Transaction Documents, the Borrower is aware that in order to avail/claim benefit under Income Tax Act (as in force from time to time) all the payments for the period upto March 31 would need to be paid by him on or before March 31 every year so that the same can be reflected in his statement of account for the concerned financial year.
- e) The Borrower alone shall be responsible to bear and pay the stamp duty as well as all other statutory charges on Transaction Documents as well as on all other instruments in relation to the Loan.
- f) IIFL HFL shall be entitled to return the title documents (if any) to either/any of the Borrower/s or any of their legal representatives/heirs and the Borrower/s shall not hold IIFL HFL liable and/or responsible for returning the documents of title deeds to any such person. Further the Borrowers/s also undertake that they would not issue any instructions for the return of the title documents to any specific person unless such instructions are duly signed by all the Borrowers/s. Further, IIFL HFL shall be entitled to hold back/retain the documents of title, in case of any dispute w.r.t. the person to whom the documents of title are to be returned.
- g) That the terms and conditions of Transaction Documents shall be binding upon the legal representatives, heirs, executors, administrators, successors, assigns etc. of the Borrower.

#### **10.6. Additional Provisions in Relation to Charges**

- a) The fees/charge/rate(s) wherever specified in the Sanction Letter/Transaction Documents in relation to the Loan are non -refundable in nature. The rate(s) are changeable, at the discretion of IIFL HFL, from time to time. IIFL HFL shall endeavour to give notice of such changes and such notice, if any, provided by IIFL HFL in the manner specified in the Loan Agreement and the Standard Terms and Conditions or on its official website or in any other manner whatsoever, of any changes in rate(s), mentioned above or any notice from IIFL HFL for payments of amounts at the changed rate(s) shall be treated as sufficient and reasonable notice to the Borrower/s and IIFL HFL shall not be bound to issue any further notice of such changes to the Borrower/s. The same can also be referred from website of IIFL HFL i.e. [www.iihfl.com](http://www.iihfl.com)
- b) The cheque re-presentation charges may be payable in each instance that any cheque is dishonored (under any of the payment modes) and consequently

represented OR in each instance that a cheque is presented when any Installment/s is/are not received by IIFL HFL by/upon issue of debit instructions under the ECS method or Direct Debit method or any other payment method selected by the borrower/s for any reasons whatsoever.

- c) All charges/fees, if any, related to delay in payment of EMI or PEMII, prepayment of loan amount, copy of the title documents, statement of account, switch fees, cheque swapping, cheque bouncing etc. to be applicable as per IIFL HFL rules, notified from time to time. The same can be referred from official site of IIFL HFL i.e. [www.iihfl.com](http://www.iihfl.com) It shall be borrower's responsibility to keep informed about these changes.
- d) Service tax and all other applicable taxes/statutory levies, if any, on all amounts payable under Transaction Documents will be payable additional by the Borrower/s.

#### **10.7. Sharing of Information**

- a) The Borrower/s hereby authorises IIFL HFL or its subsidiaries /affiliates and their agents to exchange, share or part with all the information relating to the Borrower's Loan details and repayment history information and all information pertaining to and contained in Transaction Documents to affiliates/ subsidiaries and/or group companies of IIFL HFL/Banks/Financial Institutions /Credit Bureaus/Agencies/ Statutory Bodies as may be required and undertakes not to hold affiliates/ subsidiaries of IIFL HFL and their agents liable for use of the aforesaid information.
- b) Disclosure of information to Credit Information Bureau (India) Limited) Notwithstanding any of the foregoing, the Borrower/s gives its unconditional and irrevocable consent with retrospective effect for the disclosure by IIFL HFL of information and data relating to the Borrower/s, of the credit facility availed of/to be availed by the Borrower/s, obligations assured/to be assured by the Borrower/s in relation thereto and default, if any, committed by the Borrower/s in discharge thereof or such information as IIFL HFL may deem appropriate and necessary to disclose and furnish to Credit information Bureau (India) Limited (hereinafter referred to as 'CIBIL') and any other agency authorized in this behalf by the Reserve Bank of India.
- c) The Borrower/s also understands that CIBIL and/or any other agency so authorized may:-
  - (i) use, process the said information and data disclosed by IIFL HFL in the manner as deemed fit by them; and
  - (ii) 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 Reserve Bank in this behalf. Additionally, the Borrower/s hereby also agree and gives his unequivocal consent for the disclosure by IIFL HFL of all or any information/documents or data as above for protecting its interests to :
    - (iii) Income Tax authorities, Credit Rating Agencies (for the purpose of credit reference checks) or any other Government or Regulatory Authorities/Bodies/Departments/Authorities as and when so demanded; and



(iv) To any court or judicial, statutory or regulatory authority/ tribunal/arbitrator pursuant to an order/direction to this effect, as and when required. Further, IIFL HFL shall also be entitled to share all or any information/documents or data as above with any of its sister concerns, IIFL HFL associates or group companies. IIFL HFL shall be entitled to exercise the above right of disclosure without being required to issue any further notice in this respect to the Borrower/s. The Borrower/s specifically waives the privilege of privacy, privity and defamation.

10.8. The Borrower and IIFL HFL agree that agreement shall be construed in accordance with the laws in force in India and in the event that any dispute or difference should arise between the parties in performance, interpretation and/or application with respect to the present agreement including but not limited as to any amount outstanding and/or on any matter relating to or arising out of the present agreement the same shall be referred to the Sole Arbitration of an Arbitrator to be appointed by IIFL HFL whose decision shall be final and binding upon the Parties. The above terms and conditions have been read by the borrower/s / read over to the borrower, understood and agreed upon borrower/s.