

## GENERAL TERMS AND CONDITIONS

These General Terms and Conditions ("**GTC**")\* shall govern the Loan provided/to be provided by **PNB Housing Finance Limited**, a company incorporated under the Companies Act, 1956, with Corporate Identity Number L65922DL1988PLC033856 and having its registered office at 9<sup>th</sup> Floor, Antriksh Bhawan, 22 Kasturba Gandhi Marg, New Delhi - 110001 (hereinafter referred "**PNBHFL**", which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors, novatees, transferees and assigns) to and in favour of the Borrower(s), in accordance with the NHB/ RBI Guidelines. These GTC shall form an integral part of the Loan Documents (*defined below*) pursuant to which the Loan is disbursed.

### WHEREAS:

The Loan (defined hereinafter) which would be provided to the Borrower(s) up to the amount as specified in and subject to the terms and conditions as mentioned in the Loan Documents (defined hereinafter).

### ARTICLE: 1

#### DEFINITIONS AND INTERPRETATIONS

1. In this GTC, unless the context otherwise requires
  - (a) "**Acceding Lender**" shall mean any financier that accedes to, and inherits, a portion of the Loan (and rights and obligations connected therewith) being advanced by PNBHFL in accordance with the Co-Lending Framework Agreement.
  - (b) "**Amounts Due**" means and includes Outstanding Amount, collection charges, delayed interest, annual fees, if any, and where the context requires, costs and expenses arising pursuant to the grant of Loan, or any other amount paid or payable by a Borrower(s) under the provisions of the Loan Documents or as reflected in the books and records maintained by PNBHFL in the normal course of business;
  - (c) "**Assets**" means and includes the Property/ies, all other properties whatsoever, both present and future, (whether moveable, immovable, tangible, intangible or otherwise), investments, receivables, book debts, bills, commission, cash-flows, revenues including rights, benefits, interests and title of every description thereto;
  - (d) "**Auditor**" shall mean such firm of chartered accountants/auditors, of recognized standing and repute acceptable to the PNBHFL, as the Borrower(s) may, from time to time, appoint as the statutory auditors/chartered accountants of the Borrower(s).
  - (e) "**Availability Period**" means the period as specified in the Disbursement Letter during which the Borrower(s) shall be allowed by PNBHFL to make drawdown under the Loan, and which shall be decided by PNBHFL at its sole discretion;
  - (f) "**Borrower(s)**" means and includes the Person(s) named in the Disbursement Letter as the borrower(s), unless it be repugnant to the subject or as the context may permit or require, includes:
    - (i) in case of one or more individual(s) each one having agreed to the terms of this GTC individually and all of them having agreed to liabilities hereunder jointly and severally and shall include his/her/their respective heirs, legal representatives, executors, administrators and permitted assigns;
    - (ii) in case of a sole proprietorship concern, the proprietor / proprietress (both in his/her personal capacity and as proprietor, proprietress of the concern) and his/her/their respective heirs, legal representatives, executors, administrators, legal representatives, successors and permitted assigns;
    - (iii) in case of partnership firm within the meaning of the Indian Partnership Act, 1932, the said firm together with each of the partners and survivor(s) of them and the partners from time to time (both in their personal capacity and as partners of the firm) and their respective heirs, legal representatives, executors, administrators, legal representatives, successors and permitted assigns;
    - (iv) in case of a limited (private as well as public) company incorporated and registered under the applicable provisions of the Companies Act, 1956/2013, as the case may be, such company and its successors, administrators and permitted assigns;
    - (v) in case of a society registered under the Societies Registration Act, 1860, co-operative society or any other Law for the time being in force, the members of the said society for the time being and any new members co-opted from time to time and its successors, administrators and permitted assigns;

- (vi) in case of a limited liability partnership incorporated and registered under the provisions of the Limited Liability Partnership Act, 2008, its successors, administrators and permitted assigns;
- (vii) in case of a Hindu Undivided Family (“**HUF**”), the Karta of the such HUF and any or each of the adult members/ coparceners of the joint HUF and the survivor(s) of them and his/her/their respective heirs, legal representatives, executors, administrators and permitted assigns, successors; and
- (viii) in case of a trust registered under the Indian Trusts Act, 1882, the survivors or survivor of them and the heirs, executors and administrators of the last survivor and the trust/trustee(s) for the time being of these presents, their/his/her successors and permitted assigns.

The expression “**Borrower(s)**” shall mean and include co-Borrower(s), as the subject or context may permit or require.

- (g) “**Broken Period**” means the actual number of days commencing from the day of disbursement of the Loan Amount till one day prior to the commencement of the first Due Date as per the Repayment Schedule and shall also include the actual number of days commencing from the Due Date till the date on which the Loan is prepaid prior to the next Due Date;
- (h) “**Business Day**” means any day (other than Sunday or a public holiday as defined under Section 25 of the Negotiable Instruments Act, 1881 or as may be otherwise notified by PNBHFL) on which the relevant office of PNBHFL, as specified in the Loan Documents, is open for normal business transactions;
- (i) “**CERSAI**” means the Central Registry of Securitization Asset Reconstruction and Security Interest of India constituted under Section 20 of the Securitization and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002, as amended from time to time;
- (j) “**CIBIL**” means TransUnion CIBIL Limited (formerly known as Credit Information Bureau (India) Limited);
- (k) “**Co-Lending Framework Agreement**” shall mean the agreement entered into between the Obligors and PNBHFL containing, *inter alia*, terms and conditions of assignment a portion of the Loan (and rights and obligations connected therewith) in accordance with the RBI circular dated November 5, 2020 on ‘Co-Lending by Banks and NBFCs to Priority Sector’ as amended/ substituted from time to time.
- (l) “**Conditions Precedent**” means the pre-disbursement conditions of the Loan, as specified in Article 4 of this GTC, in addition to any such condition specified in the Sanction Letter and Disbursement Letter duly accepted by the Borrower(s);
- (m) “**Construction**” shall be deemed to include any modification, new construction, repair, renovations, improvement, extension and alterations etc. of the Property, as the case may be;
- (n) “**Disbursement**” means the disbursement of Loan or part thereof by transfer of funds or issuance of cheque, as more particularly specified in Article 2.6 and Article 2.7 of this GTC. The terms “Disbursed”, “Disbursing”, “Disbursement” shall have the corresponding meaning;
- (o) “**Disbursement Letter**” means the letter issued by PNBHFL in favour of the Borrower(s) stating the agreed commercial and other terms and conditions applicable to Disbursement of the Loan to the Borrower(s) along with the relevant particulars mentioned in the same;
- (p) “**Disbursement Request**” or “**Disbursement Request Form**” means a request for disbursement made by the Borrower(s) to PNBHFL, in such form, substance and manner as may be acceptable to PNBHFL;
- (q) “**Due Date(s)**” means the date(s) on which the Amounts Due or any other monies, becomes due and payable, as specified in the Loan Documents or any other transaction documents in connection with the Loan;
- (r) “**Designated Account**” means the account including the details such as the name of the bank, account number, etc. to be informed by the Borrower(s) to PNBHFL in writing for the purpose of credit of Disbursement of the Loan;
- (s) “**Designated Representative**” means the authorized representative of the Borrower(s) as informed by the Borrower(s) to PNBHFL in writing;
- (t) “**ECGC**” shall mean the Export Credit Guarantee Corporation of India Limited, a company incorporated under the Companies Act, 1956 having Corporate Identity Number U74999MH1957GOI010918 and its registered office at Express Towers, 10<sup>th</sup> Floor, Nariman Point, Mumbai – 400021, including its successors

and assigns;

- (u) "**Effective Date**" shall mean the date of execution of the Disbursement Letter by all the Parties hereto;
- (v) "**Encumbrance**" shall mean any mortgage, pledge, hypothecation, lien, assignment, encumbrance, infringement, interference, option, right, interest, charge (whether fixed or floating), commitment, restriction or limitation of any nature whatsoever, including restriction on use, voting rights, transfer or exercise of any other attribute of ownership, right to set-off or any other security interest of any kind whatsoever, or any agreement, whether conditional or otherwise, to create any of the same or any other adverse claim of any kind whatsoever and also includes without limitation any right granted by a transaction which, in legal terms, is not the granting of security but which has an economic or financial effect similar to the granting of security (including comfort letters, undertakings etc.) under applicable Law;
- (w) "**End Use Certificate**" shall mean the certification, issued by the Auditor or practicing chartered accountant, to be delivered by the Borrower(s) to PNBHFL specifying the end use and utilization of the Loan;
- (x) "**Environmental Law**" shall mean the applicable Law relating to the environment, health and safety;
- (y) "**Equated Monthly Installment**" or "**EMI**" means the amount rounded off to the next rupee as set out in the Disbursement Letter payable by the Borrower(s) to PNBHFL on respective Due Dates, which is necessary to repay all Amounts Due, during the Repayment period of the Loan;
- (z) "**Escrow Account**" means an account to be established and maintained by the Borrower(s) with an escrow agent in the name of the Borrower(s) in which all the Receivables shall be deposited in terms of the Escrow Agreement;
- (aa) "**Escrow Agreement**" shall mean the escrow agreement executed/to be executed between PNBHFL and the Escrow Bank for *inter alia*, holding and administering the monies transferred/ deposited to and/or to be transferred out of the Escrow Account and as extended, supplemented, amended and restated or otherwise modified in writing and in effect, from time to time
- (bb) "**Escrow Bank**" shall mean the escrow bank appointed in terms of the Escrow Agreement for operating and maintaining the Escrow Account, in the form and manner acceptable to PNBHFL;
- (cc) "**Event of Default**" means any of the events described or referred to in Article 7 of this GTC;
- (dd) "**Financial Year**" means the financial year commencing on 1<sup>st</sup> April of a calendar year and ending on 31<sup>st</sup> March in the immediately succeeding calendar year, subject to any change as may be notified by the Government of India;
- (ee) "**Fixed Rate of Interest**" means the fixed rate of interest applicable to the Loan, as set out in the Sanction Letter and Disbursement Letter;
- (ff) "**Floating Rate of Interest**" means the PNBHFR (+\_\_\_\_%) or (-\_\_\_\_%) Margin, where Margin and PNBHFR are variable unless an agreement to the contrary exists;
- (gg) "**FEMA**" means the Foreign Exchange Management Act, 1999 and the various regulations and amendments made thereunder;
- (hh) "**General Terms and Conditions**" or "**GTC**" means and includes the terms and conditions contained herein, governing the sanction and Disbursement of the Loan and any written amendments and modifications hereof that may become applicable from time to time;
- (ii) "**Government**" or "**Government Authority**" means and includes the President of India, the Government of India, the Governor and the Government of any State in India, any Ministry or Department of the Government of India and/or Government of any State in India, any government authority, statutory authority, government department, quasi-judicial agency, quasi-judicial commission, quasi-judicial board, quasi-judicial tribunal or court or other law, rule or regulation making entity having or purporting to have jurisdiction on behalf of the Republic of India or any state or other subdivision thereof or any municipality,

district or other subdivision thereof, any local or other authority exercising powers conferred by Law, and shall include, without limitation, the RBI and NHB;

- (jj) **"Guarantor"** means and includes any Person(s) who has agreed or extended the guarantee for the Repayment of the Amounts Due by the Borrower(s) to PNBHFL;
- (kk) **"IBC"** shall mean the Insolvency and Bankruptcy Code, 2016 and the rules and regulations framed thereunder, as amended from time to time;
- (ll) **"Interest"** means the interest that is chargeable on the Outstanding Amount at the rate mentioned in the Disbursement Letter as modified by PNBHFL from time to time, and as more specifically stated under Article 2.4 of this GTC;
- (mm) **"KYC Norms"** shall mean the directions laid down by RBI *vide* Master Direction - Know Your Customer (KYC) Directions, 2016 as amended from time to time;
- (nn) **"Law"** or **"Applicable Law"** shall include all statutes, enactments, acts of legislature or parliament, laws, ordinances, rules, code, bye-laws, rule of law, regulations, notifications, guidelines, policies, directions, directives, decree, judgments, circulars and orders of any Government Authority or any governmental restriction or any similar form of decision of, or determination by, or any interpretation or administration having the force of law of any of the foregoing by any Government Authority having jurisdiction over the matter in question and includes any treaty or other legislative measure having the force of law in any jurisdiction from time to time, whether in effect as of the date of this GTC or thereafter;
- (oo) **"Lenders"** shall mean PNBHFL and Acceding Lender.
- (pp) **"Loan"** or **"Loan Amount"** means the amount of loan granted/agreed to be granted by PNBHFL to the Borrower(s) to be governed by the terms and conditions stated under the Loan Documents;
- (qq) **"Loan Account"** means the loan account of the Borrower(s) as maintained by PNBHFL which records the balance/amount owed by the Borrower(s) to PNBHFL;
- (rr) **"Loan Application"** means and includes the application form duly filled, signed and submitted by the Borrower(s), together with all related forms, documents and consents as mentioned by PNBHFL in the said application form for the purpose of availing a Loan from PNBHFL, in the form and manner satisfactory to PNBHFL;
- (ss) **"Loan Documents"** means and includes the Loan Application, Security Documents, Co-Lending Framework Agreement, pledge (if applicable), undertakings, indemnity, supplementary agreements including modifications, alterations, addenda, attachments and schedules executed/to be executed between the Parties, as amended from time to time during the Repayment Term, and shall be read as part hereof and shall also include the Sanction Letter, Disbursement Letter, MITC, this GTC and the schedules annexed thereto and such other documents incidental hereto or contemplated hereby on which PNBHFL has relied to extend the Loan to the Borrower(s);
- (tt) **"Margin"** means the percentage points subtracted/added to PNBHFR to arrive at the applicable rate of Interest, to be decided by PNBHFL, which shall be amended from time to time, at PNBHFL's sole discretion;
- (uu) **"Material Adverse Effect"** means a material adverse effect on or a material adverse change (in the judgment of the PNBHFL) in: (a) the business, operations, property, assets, condition (financial or otherwise) or prospects of the Obligors; (b) the ability of the Obligors to enter into and to perform their obligations under the Loan Documents or any other related document to which any of the Obligors is or will be a party; or (c) the validity or enforceability of the Loan Documents or any other related document or the rights or remedies of PNBHFL thereunder; or (d) the international capital or loan market; or (e) adverse conditions affecting or likely to affect local money markets or the monetary, regulatory, political, financial or economic condition of Republic of India or any other jurisdiction and shall also mean and include any event whether domestic or international, which in the opinion of PNBHFL could have an adverse effect, or (f) general perception about risk profile of the banking system, or (g) any condition or circumstance having the effect of any delay/cancellation/violation of the purchase, commencement or completion of the Construction, transfer, repair, alteration, reconstruction of the Property;
- (vv) **"MITC"** means a document prepared in accordance with the circular issued by RBI/NHB containing the most important terms and conditions to be provided to the Borrower(s) in addition to the Loan Documents;
- (ww) **"NACH"** means the National Automated Clearing House/system/arrangement operated by National

Payments Corporation of India (NPCI) for processing electronic payments;

- (xx) "**NHB**" means the National Housing Bank established under Section 3 of The National Housing Bank Act, 1987;
- (yy) **Non-Resident Indian** ("NRI") unless otherwise defined or meaning thereof is amended, NRI shall mean a Person who is a Non - Resident Indian in terms of the Regulations (defined hereinafter) and shall include PIO;
- (zz) "**Obligors**" shall collectively mean the Borrower, Guarantor and the Security Providers and the expression "Obligor" shall mean any one of them;
- (aaa) "**Outstanding Amount**" means and includes at any time, all amounts payable by the Borrower(s) to PNBHFL pursuant to the Loan Documents including but not limited to the present and future obligations and liabilities of the Borrower(s) to pay/repay without limitation the principal amount of the Loan Amount, Interest, Overdue Charges, Prepayment charges, if any, PEMII, EMI and/or Other Charges, indemnities etc., as applicable, due thereon;
- (bbb) "**Other Charges**" means and includes insurance premium, periodic valuation cost, inspection charges, stamp duties, levies, cheque bouncing charges, incidental and other charges/fees and other administrative expenses, any Tax levied by/payable to any Governmental Authority and other dues debited to the Loan Account or payable by the Borrower(s) from time to time including without limitation any statutory or legislative charges, penalties, if any, in connection with the Loan; and such other expenses incurred in relation to any exercise by the Lenders of its right, together with legal fees and court cost.
- (ccc) "**Overdue Charges**" means and includes the interest payable, to be calculated every month at the rate specified by PNBHFL, at its sole discretion, in respect of the events stated in Article 2.9.2 and Article 3.6(b), or any other provision providing for the charge of Overdue Charges, as the case may be. For the purpose of the event stated in Article 2.9.2, the Overdue Charges shall be calculated from the date of occurrence of Event of Default (as mentioned in Article 7.1 below) till the date of payment of such defaulted amount and such Overdue Charges shall be charged over and above the Interest;
- (ddd) "**Party**" shall mean individually the Borrower(s) or PNBHFL, and the term "Parties" shall mean collectively the Borrower(s) and PNBHFL, as the context may require, who are parties to this GTC;
- (eee) "**Person Resident Outside India**" means a person who is not resident in India;
- (fff) "**Person Resident in India**" shall have the meaning ascribed to under the FEMA.
- (ggg) "**Person of Indian Origin**" or "**PIO**" shall have the meaning ascribed to it under the Income Tax Act, 1961, as amended from time to time;
- (hhh) "**PNBHFR**" means the percentage rate per annum decided by PNBHFL at its discretion, from time to time which is based on the customer and product type, prevailing market conditions and guidelines of any statutory authority and/or as per the internal policy of PNBHFL and any change in PNBHFR shall be notified by PNBHFL through its website or account statements or its branches or such other medium as PNBHFL may consider appropriate. PNBHFL may have different PNBHFR based on the category of the customer and the product type;
- (iii) "**Person(s)**" means and includes any individual(s), sole proprietorship, body corporate, corporation, company, society, partnership, unlimited or limited liability company, limited liability partnership, joint venture, unincorporated organizations, HUF, Government Authority, trust or any agency or thereof or any other entity that may be treated as person under Law;
- (jjj) "**Potential Event of Default**" shall mean, any event, which with the giving of notice, lapse of time, determination of materiality or fulfillment of any other applicable condition or any combination of the foregoing or otherwise, would constitute an Event of Default;
- (kkk) "**Pre Equated Monthly Installment Interest**" or "**PEMII**" means pre - equated monthly instalment interest charged by PNBHFL, at the rate stated in the Loan Documents for the period from the date of the Disbursement of the Facility to the date immediately prior to the commencement of the first EMI and such PEMII shall be subject to be rounded off to the next Rupee;
- (lll) "**Prepayment**" means premature Repayment of the Loan or part thereof and any other charges or dues payable by the Borrower(s) under the Loan Documents as per the terms and conditions laid down by

PNBHFL in this regard and in force at the time of Prepayment;

(mmm) "**Principal Amount**" means the Loan Amount originally granted/agreed to be granted by PNBHFL to the Borrower(s);

(nnn) "**Property**" means and includes a plot of land, residential house/commercial immovable property, flat/unit/apartment, the proportionate share in the common areas/easement/privileges/development rights/benefits/fixture and fitting/building and structure, present and future, all tangible and/or intangible properties, all accretions, additions, accessories, fixture and fitting, buildings, structures, constructed/erected in such building/on such plot in which such flat/unit is/will be situated or any other dwelling unit of any size and type with appurtenances thereto having an independent access and shall include a farm house or a temporary or a semi-permanent structure of a plot of land with building or other structure constructed or to be constructed, as mentioned in the Loan Documents, which is owned/jointly owned by the Borrower(s) and/or the Security Provider(s) or sought to be purchased by the Borrower(s) or sought to be financed by PNBHFL and shall be deemed to include any immovable property on the Security of which PNBHFL has agreed to advance the Loan.

Without prejudice to the generality of the above, "Property" shall also include:

- (i) in the case of a building/part of a building, the entire built-up area (and any additions thereto), the proportionate share in the common areas of the building and the proportionate undivided share in the land on which the said building is situated or is being built /will be built;
- (ii) in the case of a unit/flat/apartment, the entire built-up area (and any additions thereto), the proportionate share in the common areas of the building in which such unit/flat/apartment is/will be situated and the proportionate undivided share in the land on which the said building is situated or is being built /will be built;
- (iii) in the case of an independent structure, the structure and entire plot of land on which the structure is situated or is being built /will be built;
- (iv) in the case of an individual house, the house and entire plot of land on which the house will be built;
- (v) in case of land, all the benefits arising out of the land along with right, title and interest in respect of any additional/extra floor space index granted to/obtained at any time in future in relation to the land; and together with all the buildings, erections and constructions of every description which are standing erected or attached or shall at any time hereafter be erected and standing or attached to the land and all things attached to the earth or permanently fastened to anything attached to the earth;

(ooo) "**Purpose**" means the lawful purpose for which the Loan shall be granted/agreed to be granted, as more particularly described in the Disbursement Letter;

(ppp) "**Post Dated Cheques**" or "**PDCs**" means the cheques issued by the Borrower(s) as per the terms of the Disbursement Letter for Repayment of the Amounts Due payable for the discharge of the obligations of the Borrower(s);

(qqq) "**RBI**" means the Reserve Bank of India;

(rrr) "**RBI Guidelines**" shall mean the RBI Guidelines and RBI Master Directions to HFCs and other guidelines/circulars issued by RBI as may be applicable to PNBHFL and Borrower(s);

(sss) "**RBI Master Directions to HFCs**" shall mean the circular bearing reference number RBI/2020-21/73 DOR.FIN.HFC.CC.No.120/03.10.136/2020-21 on Master Direction – Non-Banking Financial Company – Housing Finance Company (Reserve Bank) Directions, 2021 dated February 21, 2021, as amended from time to time;

(ttt) "**Receivables**" means all or any money(ies) accruing or arising out of the Property/any other property or any other fee/ money(ies) receivables emanating out of the Property, present or future, which inter-alia includes rent, sale proceeds, lease rent, receivables, income etc. to be received from the tenant/lessee/licensee/occupants/purchase of the Property by the Borrower(s), tendered as Security. Receivables shall also mean and include any money(ies) arising out of any arrangement with respect to the Property;

(uuu) "**Regulations**" means the FEMA and Regulations issued by the RBI under FEMA namely Foreign Exchange Management (Acquisition and transfer of immovable property in India) Regulations, 2000 and Foreign Exchange Management (Borrowing and Lending in Rupees) Regulations, 2000, Foreign Exchange Management (Deposit) Regulations, 2000 including all the amendments made thereto and thereunder;

(vvv) "**Relative**" shall, as the context may require, have the meaning ascribed to such term in Section 2(77) of the Companies Act, 2013 or Loans and Advances Master Circular or Section 5(24A) of the IBC;

- (www) "**Repayment**" means the repayment of the Amounts Due or dues payable by the Borrower(s) under the Loan Documents and shall mean in particular the amortization provided for in Article 2.8 of this GTC;
- (xxx) "**Repayment Schedule**" means the Repayment of the Amounts Due to be made pursuant to and in accordance with the Due Dates as mentioned in the Disbursement Letter;
- (yyy) "**Repayment Term**" means the period as stated in the Disbursement Letter or the period as revised/ increased by PNBHFL, from time to time, keeping in mind the increase in the Benchmark Rate or any revision/increase in the time period to complete the Construction of the Property or any other reason as PNBHFL may deem fit;
- (zzz) "**Sanction Letter**" means the letter issued by PNBHFL, sanctioning the Loan to the Borrower(s) along with the relevant particulars, terms and conditions mentioned in the same pursuant to which the Disbursement Letter may be issued;
- (aaaa) "**SARFAESI Act**" shall mean Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 and the rules and regulations framed thereunder, as amended from time to time.
- (bbbb) "**Schedule of Charges**" means the Schedule of fees, rates and Other Charges applicable for availing services after sanction/disbursement of Loan and the same is subject to alteration from time to time as decided by PNBHFL as per its internal policy and any such alteration shall be notified by PNBHFL through its website or its branches or such other medium as PNBHFL may consider appropriate;
- (cccc) "**Security**" includes such security including without limitation mortgage, charge (whether fixed or floating), pledge, lien, hypothecation, assignment, security interest or other Encumbrance of any kind under applicable Law, as may be created, or agreed to be created, by the Borrower(s) and/or the Security Provider(s) in favour of PNBHFL to secure the due payment/repayment of the Amounts Due by the Obligors to PNBHFL and/or the performance of the obligations under the Loan Documents by the Obligors;
- (dddd) "**Security Cover**" means the security cover to be maintained at all times in terms of the value of the Property with respect to the Outstanding Amount as more specifically mentioned in the Disbursement Letter;
- (eeee) "**Security Documents**" shall mean any documents, undertakings, agreements, deeds, notice, declarations, undertakings, indemnities, affidavits, writings, clearances, certificates, no-objections, letters, filings, forms, physical or electronic, for or towards or in relation to creation, perfection, filing, registering, etc., of Security and/or issue of guarantee, as part of the Security and whether executed by the Borrower(s), Security Providers, PNBHFL or any third party, as per the requirement of PNBHFL and as may be amended, confirmed or restated from time to time, as per the requirement of PNBHFL;
- (ffff) "**Security Provider**" means the Person who creates Security on the Property and/or who creates/is required to create any Security in favour of PNBHFL to secure the Repayment obligations of the Borrower(s) including the payment/Repayment of the Amounts Due and/or who issues/is required to issue a guarantee, guaranteeing to PNBHFL the performance and discharge of the Amounts Due;
- (gggg) "**Seller**" means and include any Person(s) who is/ are the sole/ joint owners of the Property, or who are the holders of power of attorney, authorized to sell the Property on behalf of the owners of the Property to the Borrower(s) and shall be deemed to include any vendor, co – operative group housing society, sole proprietorship concern, partnership firm or company, engaged in the business of construction or carrying out repairs, renovations or extensions of property on contract basis;
- (hhhh) "**Small Place**" means the places which are governed by municipalities, statutory bodies or local authorities other than municipal corporations;
- (iiii) "**Tax**" or "**Taxation**" shall mean income tax, good and service tax, sales tax, customs and excise, and all other forms of direct and indirect tax levied and/or to be levied by a Government Authority (including without limitations, obligations to withhold tax/deduct tax at source), together with any interest, penalties, surcharges or fines relating thereto, due, payable, levied, imposed upon or claimed to be owed in India.

## 2. Interpretation

In this GTC,

- (a) references to statutes or statutory provisions include references to any orders or regulations made thereunder and references to any statute, provision, enactment, ordinance, order or regulation or other

- similar instrument shall be construed to include a reference to the statute, provision, enactment, ordinance, order, regulation or instrument as amended, modified, re-enacted or replaced from time to time whether before or after the date hereof (subject as otherwise expressly provided herein) and to any previous statute, statutory provision, order, regulation or instruments made pursuant to it;
- (b) headings to Articles and paragraphs are for information only and shall not form part of the operative provisions of this GTC and shall be ignored in construing the same;
  - (c) the words "including" and "include" shall be deemed to be followed by the words "without limitation" or "but not limited to" whether or not those words are followed by such phrases or words of like import;
  - (d) references to the singular number/form shall include references to the plural number/form and *vice versa*;
  - (e) words denoting one gender shall include all genders;
  - (f) references to this GTC or any other document shall be construed as references to this GTC or that other document as amended, varied, supplemented or replaced from time to time;
  - (g) any references to sections, articles and clauses are to sections, articles and clauses to this GTC. Any references to parts or paragraphs are, unless otherwise stated, references to parts or paragraphs in which the reference appears. All of these form part of the operative provisions of this GTC;
  - (h) the expression "this Article" shall, unless followed by reference to a specific provision, be deemed to refer to the whole Article (not merely the sub Article, paragraph or other provision) in which the expression occurs;
  - (i) each warranty provided in this GTC is independent of each of the other warranties, and unless the contrary is expressly stated, no clause in this GTC limits the extent or application of another clause;
  - (j) any reference to books, files, records or other information or any of them means books, files, records or other information or any of them in any form or in whatever medium held including paper, electronically stored data, magnetic media, film and microfilm;
  - (k) "in writing" includes any communication made by letter or facsimile or email or any other recorded telephonic conversation;
  - (l) unless otherwise specified, any reference to a time of day is to India time;
  - (m) all duties, liabilities and obligations of the Borrower(s) shall be joint and several;
  - (n) references to body corporates shall include unincorporated bodies and *vice versa*;
  - (o) reference to a clause(s)/ sub-clause(s) is/ are to be construed to be reference to the clause(s)/sub-clause(s) of the Loan Documents;
  - (p) references made to the provisions of the Companies Act, 1956 in this GTC shall be read as the references to the relevant corresponding provisions of the Companies Act, 2013, as and when such relevant corresponding provisions of the Companies Act, 2013 come into effect;
  - (q) the terms of this GTC shall at all times be read conjunctively with the terms of the Sanction Letter and Disbursement Letter and other Loan Documents;
  - (r) in the event of any disagreement or dispute between PNBHFL and the Borrower(s) regarding the materiality of any matter, including of any event, occurrence, circumstance, charge, fact, information, document, authorisation, proceeding, act, omission, claims, breach, default or otherwise, the opinion of PNBHFL as to materiality of any of the forgoing shall be final and binding on the Borrower(s);
  - (s) the determination of reasonableness of any matter, including of any event, occurrence, circumstance, cost, expenses, charge, fact, information, document, authorisation, proceeding, act, omission, claims, damages, breach, damages, default or otherwise, shall be made by PNBHFL of any of the forgoing and shall be final and binding on the Borrower(s);
  - (t) any determination of occurrence or the likelihood of the occurrence of a Material Adverse Effect or Potential Event of Default or Event of Default shall be made by PNBHFL in their sole discretion;
  - (u) any statement in this Agreement qualified by the expression "knowledge" or any similar expression, save as expressly provided to the contrary herein, shall be deemed to mean that it has been made after due and careful inquiry by the Person making such statement;



- (v) In the event of there being more than one Borrower and/or Guarantor, the respective liabilities of each of the Borrowers including Co-Borrowers and Guarantors hereunder shall be joint and several.
- (w) an Event of Default or Potential Event of Default is "continuing" if it has not been remedied or waived;
- (x) The decision of PNBHFL in all matters including interpretation of any clause relating to this Agreement shall be final and binding on the Borrower(s);
- (y) PNBHFL shall be entitled to enforce the Loan Documents and its rights and benefits created thereunder and to seek any and all remedies to the extent permissible under applicable Law from time to time.
- (z) Notwithstanding any suspension or termination of the Loan, all rights and remedies of PNBHFL as per the Loan Documents shall continue to survive until the receipt by PNBHFL of the Amounts Due in full to their satisfaction.
- (aa) In the event any changes are required to be made in any of the Loan Documents based on guidelines / directives issued by the RBI/NHB to housing finance companies from time to time, such changes shall be deemed to be incorporated in the Loan Documents as if the same were part of the documents since inception and thereafter such amended terms and conditions will thereupon apply to and be binding on the Obligors. Without prejudice to the aforesaid, PNBHFL may in its sole discretion ask the Obligors to cooperate with PNBHFL to make those changes in the Loan Documents and the Obligors shall be bound by the same.
- (bb) Each of the GTC, Sanction letter and Disbursement Letter shall be governed by the terms thereof, as stated in those respective documents, however, in case there is any inconsistency between any of the provisions of:
- (i) Sanction Letter and Disbursement Letter, the Disbursement Letter shall prevail; and
  - (ii) GTC with those contained in the Sanction Letter and the Disbursement Letter, the provisions of the Disbursement Letter shall prevail, to the extent of such inconsistency;
- (cc) All capitalized terms used, but not defined in the Sanction Letter and Disbursement Letter shall have the meaning as ascribed to such terms in this GTC; and
- (dd) Terms defined elsewhere in this GTC shall, unless inconsistent with the context or meaning thereof, bear the same meaning as defined throughout this GTC.

## **ARTICLE: 2**

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

#### **1. Loan**

PNBHFL hereby agrees to grant to the Borrower(s) and the Borrower(s) hereby agrees to avail the Loan from PNBHFL in the manner and on the terms and conditions as mentioned in the Loan Documents.

#### **2. Purpose of Loan**

The Borrower(s) has expressly desired to avail the Loan for the Purpose mentioned in the Loan Application/ Disbursement Letter. The Borrower(s) agrees, confirms and undertakes to use the Loan Amount only for the Purpose set out in the Loan Application/Disbursement Letter, or as otherwise approved in writing by PNBHFL upon application by the Borrower(s). The Loan shall not be used by the Borrower(s) for any illegal purposes or immoral activities, stock market transactions, gambling, chit fund, lottery, races or any other activities specified under any Law or by PNBHFL as restricted activity.

#### **3. Term**

The Repayment Term will be specified in the Disbursement Letter and may be extended by PNBHFL, at their sole discretion, for such period as PNBHFL may deem fit. If the Borrower(s) does not fully draw down the funds during the Availability Period, PNBHFL may vary the terms of the Disbursement Letter (including the PEMII, the EMI or the number of EMIs) and PNBHFL also reserves the right, in their sole discretion to downsize the Loan and the

Borrower(s) shall not raise any objection or raise any dispute with PNBHFL, at a later date regarding such downsizing of the Loan by PNBHFL.

#### 4. **Interest**

1. The Borrower(s) shall be liable to pay the Interest, on the Loan Amount Disbursed and Outstanding Amount at such rate, opted by the Borrower(s) and as more specifically set out under the Disbursement Letter:
  - i. Fixed Rate of Interest; or
  - ii. Fixed rate of Interest for initial period and after initial period at Floating Rate of Interest; or
  - iii. Floating Rate of Interest.
2. Interest on the Loan will begin to accrue in favor of PNBHFL from the date of the handover of the cheque to Borrower/Designated Representative or from the date of RTGS, NEFT, pay order / demand draft/ banker's cheque, postal order as the case may be, irrespective of the time taken in transit/collection/realization of the disbursed amount by the Borrower(s) or the payee.
3. The Borrower(s) hereby acknowledges, agrees and consents that PNBHFL, may, in its sole discretion, at any time during the Repayment Term may vary/revise/reset the rate of Interest, on account of changes in prevalent market practice, money market changes, downgrade of credit rating of the Borrower(s), reserve requirements, provisioning norms, changes in the PNBHFR/Margin or the extant guidelines/policies of PNBHFL or changes in the NHB/ RBI norms or any other applicable Law.
4. In case PNBHFR changes, the Interest rate applicable on the account shall also be modified accordingly. Whenever there is a change in the Interest rate (basis change of PNBHFR), such changed rate of interest shall be implemented on the balance tenor of the Loan and shall be communicated to the Borrower(s) by PNBHFL through any of the multiple mediums including (but not limited to) direct mail, updating it on the website, email, sms, whatsapp etc.
5. In case the Borrower(s) desires to change from Floating Rate of Interest to Fixed Rate of Interest, or vice versa, he may make a written application to PNBHFL. PNBHFL shall have sole discretion to accept or reject the Borrower(s) request (and not as a matter of right) for such change in the Interest rate. The rate of Interest mentioned in the Disbursement Letter is subject to revision by PNBHFL or applicable statutory provisions in force at the time or due to switch from one scheme to another or due to change (increase / decrease) in the Repayment Term initiated by PNBHFL at the Borrower(s) behest.
6. To the extent possible the EMI of the loan shall remain same and the effect of the change in the rate of interest will be applied to the balance tenor of the Loan. If, however, the tenor exceeds a reasonable limit, the EMI payable by the Borrower(s) under the Loan Documents may be increased by PNBHFL.
7. The Parties agree that PNBHFL, at their sole judgment and discretion may resolve to increase or decrease the Interest Rate or change the rate of Interest based on applicable rest and in terms of this GTC by providing intimation to the Borrower(s) through one or multiple mediums including direct mail, updating it on the website, email, sms, whatsapp etc. The Borrower(s) further agrees and undertakes that the change in any of the rates of Interest and the periodicity thereof shall also be binding upon any Guarantor(s) in terms of any agreement of guarantee executed/to be executed by such Guarantor(s).
8. The EMI comprises of principal and Interest calculated on the basis of the rate of Interest mentioned in the Disbursement Letter and is rounded off to the next rupee. Amounts Due and any other charges payable by the Borrower(s) to PNBHFL shall be computed on a monthly basis. PNBHFL may at their sole discretion stipulate the periodicity or rest for the computation of Interest.

In case of Fixed Rate of Interest, where the Loan is being Disbursed by PNBHFL to the Borrower(s) in part and there is a change in the rate of Interest subsequent to the first Disbursal, then subsequent part Disbursements of the Loan shall be the weighted average of the different rates of Interest applicable to the Loan forthwith from the date of such increase/decrease in the rate of Interest. It is further clarified that in case of part disbursal of the Loan, Fixed Rate of Interest may vary from time to time, as may be decided by PNBHFL and unless the Loan is fully disbursed, the Borrower(s) shall not assume that the applicable rate of interest shall be fixed. Provided further, for the purposes of calculating the PEMII/EMI payable by the Borrower(s) on the Loan, the weighted average Interest as mentioned above, shall be calculated on all such part Disbursements taken together.

9. PNBHFL may, in their sole discretion, amend/revise the rate of Interest suitably and prospectively on account of change in the rate of Interest as per the guidelines/ notifications/ circulars issued by any statutory authority such as RBI or any change in the internal policies of PNBHFL or on account of any adverse conditions affecting or likely to affect local money markets or the monetary, regulatory, political, financial or economic condition of Republic of

India or any other jurisdiction including any event whether domestic or international, which in the opinion of PNBHFL could have an adverse effect, or on account of change in general perception about risk profile of the banking system or on account of downgrade in credit rating of the Borrower(s) or the Loan or if any unforeseen or extraordinary changes in the macro-economic conditions take place during the Repayment Term. Thereafter, the rate of Interest varied as aforesaid shall be applicable to the Loan from the date of notification of the revision irrespective of the date of communication thereof.

10. For administrative convenience, PNBHFL may decide in its sole discretion to keep the amount payable under the EMI constant irrespective of variations in the Rate of Interest and, therefore, the number of EMIs may vary which shall be binding on the Borrower(s). Intimation shall be given by PNBHFL as to further or other or reduced/increased number of EMIs required to be paid by the Borrower(s) upon each/any change in the Floating Rate of Interest.
11. Changes in the interest rates shall be effected only prospectively. In case, the change in Interest rate is to the disadvantage of the Borrower(s), then the Borrower(s) shall be entitled to close/switch his/her account within 60 (sixty) days without giving prior notice and not paying switching charges or interest.
12. The Borrower(s) agrees, undertakes and covenants with PNBHFL to reimburse or pay to PNBHF such amount as may have been paid or be payable by PNBHFL to any Government Authority on account of any Tax or Other Charges levied on Interest paid by the Borrower(s) (including any Interest on any PEMII/EMI on the Loan) by any Government Authority. Borrower(s) shall make the reimbursement or payment as and when called upon to do so by PNBHFL or by such Government Authority.
13. The Borrower(s) shall also be liable to pay the PEMII, if applicable.
14. The Borrower(s) hereby agrees and confirms that in order to work out suitable monthly EMI to be paid by the Borrower(s) towards repayment of the Loan and payment of Interest, PNBHFL have adopted a reasonable and proper basis and the Borrower(s) agrees to pay monthly EMI calculated as aforesaid.

#### 5. **Computation of Interest and Overdue Charges**

1. The EMI as well as the Interest under the Loan shall be calculated on the basis of annual rate of Interest, as prevailing from time to time, with monthly compounding rest. Hence, the amount under the EMI and the Interest calculated on the annual rate of Interest shall be payable in 12 (twelve) equal installments in a year.

However, Overdue Charges shall be calculated on the basis of annual rate of Interest for applicable time period to levy such Overdue Charges, as prevailing from time to time. The purpose of change and increase or decrease in such rate of Overdue Charges shall be binding on the Borrower(s) as per the prevailing Schedule of Charges and shall also be disclosed to the Borrower(s) by way of any of the multiple mediums including direct mail, updating it on the website, email, sms, whatsapp etc.

2. PEMII shall be calculated on the basis of annual rate of Interest payable on monthly basis, on respective Due Dates, on the Disbursements made, at the rate of Interest, as specified in the Disbursement Letter. Hence, the amount under the PEMII calculated on the annual rate of Interest shall be payable in 12 (twelve) equal installments in a year.
3. Interest for Broken Period and Overdue Charges will be calculated on the basis of a year of 365 (Three Hundred and Sixty Five) days.
4. Interest shall begin to accrue in favour of PNBHFL on and from the date of Disbursement.

#### 6. **Disbursement of Loan**

1. A Disbursement under this GTC shall mean any Disbursal of the Loan Amount, or any part thereof, made by PNBHFL in terms of Article 2.7 of this GTC.
2. The Loan, or any part thereof, may upon a Disbursement Request being made by the Borrower(s) in writing or electronically (through an email or any other mode acceptable to PNBHFL) and subject to the sole discretion of PNBHFL, be disbursed either in one or more installments. Where the Property is under Construction, the Loan may, at the sole discretion of PNBHFL, be disbursed in installments at such intervals having regard to the need or progress of the Construction of the Property and upon submission of proof to be furnished by the Borrower(s) which is acceptable to PNBHFL, which shall be final, conclusive and binding on the Borrower(s).
3. Where the Disbursement is made by PNBHFL through cheque, Disbursements shall be deemed to have been made to the Borrower(s) on the date of handover of cheque and in the event if the Disbursement is made

through RTGS, NEFT/pay order / demand draft/ banker's cheque or through postal order, in such an event, the Disbursement shall be deemed to have been made from the date of such RTGS, NEFT, pay order / demand draft/ banker's cheque/ postal order.

4. Any Disbursement Request made by the Borrower(s) shall form an integral part of the Loan Documents. The Borrower(s) undertakes to acknowledge the receipt of every Disbursement, including all future disbursements (as applicable), in the form acceptable to PNBHFL. Each of the Borrower(s) authorizes the others to make such Disbursement Request for and on behalf of the other Borrower(s). Any Disbursement Request made by either of the Borrower(s) shall be binding on the other Borrower(s) and PNBHFL shall make the Disbursement in accordance with such Disbursement Request. Any Disbursement made pursuant to such Disbursement Request shall not be questioned by any of the Borrower(s). The Borrower(s) acknowledges, agrees and confirms that the continuance of availment of Loan for Disbursement shall be treated as acknowledgment of liability and PNBHFL shall not be required to obtain any separate confirmation from the Borrower(s) in this regard.
5. In case Disbursement are in installments, PNBHFL shall have the right to demand that, before any Disbursement by PNBHFL, the Borrower(s) shall make full non-funded contribution towards the Purpose as specified by PNBHFL at its sole discretion and provide documentary proof thereof to PNBHFL.
6. Collection charges, if any, in respect of all such Disbursements shall be borne by the Borrower(s) and to be decided on sole discretion of PNBHFL.
7. PNBHFL, shall be entitled at their discretion, to pre-pone or postpone any Disbursement, either at the request of the Borrower(s), or otherwise.
8. In the event PNBHFL does not receive or otherwise accede to any Disbursement Request made by the Borrower(s) in accordance with Article 2.6 within the Availability Period, in such case PNBHFL shall not be bound to entertain any further Disbursement Request of the Borrower(s) after Availability Period, at sole discretion of PNBHFL.

## **7. Mode of Disbursement**

1. All Disbursements to be made by PNBHFL, under or in terms of the Loan Documents shall be in the name of the Borrower(s)/Seller of the Property/supplier of material, goods or services or the Person, as authorized by the Borrower(s) in writing and shall be made by way of cheque crossed as "A/c payee only" or any other mode i.e. Real Time Gross Settlement ("**RTGS**"), National Electronic Funds Transfer ("**NEFT**"), direct transfer etc. to the Designated Account or, as the case may be, at sole discretion of PNBHFL.
2. All Disbursements shall be received by and duly acknowledged by the Borrower(s)/ Designated Representative/ Seller of the Property/ supplier of material, goods or services or by the Person for and on behalf of the Borrower(s), as authorized by the Borrower(s) in writing. The Borrower(s) hereby confirms that such authorized Designated Representative/Seller of the Property/ supplier of material, goods or services/Person will be fully authorized to accept the Disbursement for and on behalf of the Borrower(s). It is hereby clarified that all Disbursements to such authorized Designated Representative/Seller of the Property/ supplier of material, goods or services/Person shall be against the Loan Account of the Borrower under the Loan Documents and accordingly, shall be deemed as Disbursement made to the Borrower(s) under the Loan Documents.
3. Any Disbursement made shall be subject to the minimum Disbursement amount as specified by PNBHFL at its sole discretion.
4. In case any Disbursement is required to be utilized for the Construction of the Property and/or payment of purchase consideration to the Seller of that Property, then in that event or situation the Disbursement shall be made directly, to the Seller of the Property or Designated Representative of the Borrower(s), as the case may be.
5. Illegality: In the event the Disbursal of the Loan or any part thereof for the Purpose, during the subsistence of the Loan Documents, is declared illegal or becomes illegal on account of any promulgation, amendment, modification or re-enactment of any statute, notification, circular or order etc., , it shall result in the occurrence of an Event of Default in terms of the provisions of Article 7.1 of this GTC and the Loan Documents shall stand terminated with effect from the date from which the declared end use or any integral part thereof has become illegal. PNBHFL shall not thereafter be obliged to make an advance hereunder and the amount of the available Loan shall be immediately reduced to zero. PNBHFL (on behalf of PNBHFL) shall be entitled to re-call the entire Loan and the Amounts Due forthwith and the Borrower(s) shall on such date as PNBHFL may specify, without

demur/protest/dispute whatsoever, be liable to repay the Amounts Due, etc. forthwith to PNBHFL.

6. To the extent applicable, the availing of the Loan and exercise of rights and performance of obligations under the Loan Documents or any other Security or transactions documents shall constitute, private and commercial acts done and performed for private and commercial purposes.

7. Save and except modified under the Loan Documents, all terms and conditions as applicable to Disbursement Request Form shall mutatis mutandis apply to online Disbursement Request Form made under the Loan Documents.

## 8. Repayment

1. The Borrower(s) agrees, confirms and undertakes to repay the Amounts Due during the Repayment Term in the manner (i.e. either by account payee cheque/demand draft drawn in favour of PNBHFL or RTGS/NEFT/NACH or any other mode as may be specified by PNBHFL at its their sole discretion) as and when due, as stated in the Loan Documents.

2. The Borrower(s) undertakes to make all Repayments, subject however, that in the event of any delay of advancement of Disbursement for any reasons whatsoever, PNBHFL shall have the discretion to refix the EMI (including for any other reason) and the Due Date for Repayment.

3. In case Disbursement of the Loan is done in tranches as required for the purchase of a Property under Construction, PNBHFL may allow Repayment through PEMII/EMIs, which would be calculated for the part of the Loan already disbursed, over the full tenure of the Repayment Term. With each additional Disbursement, this PEMII/EMI amount would increase and such increased PEMII/EMI shall be applicable for every future PEMII/EMI repayment.

4. Alternatively, in the above situation where the Disbursement is being made in tranches, PNBHFL may allow payment of only the PEMII, till such time, the entire Loan is disbursed, after which repayment of EMI would commence.

5. The Borrower(s) shall pay to PNBHFL (a) every EMI on the Due Dates from its commencement; and/or (b) PEMII on the Disbursement made, on the respective Due Dates, until the commencement of EMI.

6. PEMII/EMI shall be payable by the Borrower(s) on such dates as indicated in the Disbursement Letter. In case such day is not a Business Day, then PEMII/EMI shall be payable by the Borrower(s) on the preceding Business Day.

7. Notwithstanding the provision of Article 5.3(a) of this GTC, in the event PNBHFL permits the Borrower(s), in writing, to let out the Property, the Borrower(s) hereby agrees, in addition to the payment of EMI as mentioned above, to deposit the specified percentage of the amount of rent or profits accruing to the Borrower(s) (as specified by PNBHFL at its sole discretion) every month in respect of the Property in the Loan Account towards the reduction of Borrower(s) liability. Further, the Borrower(s) covenants and undertakes that the Property shall be let out by a proper legal instrument (lease or rent deed/agreement) and further that the Borrower(s) shall submit a copy of such instrument with PNBHFL within 7 (seven) days of execution of such legal instrument.

8. The Borrower(s) further agrees to pay, within seven (7) days of any demand for the same by PNBHFL, the Other Charges payable by the Borrower(s) irrespective of PEMII or EMI fixed by PNBHFL, failing which the Borrower(s) shall be liable to pay Interest and Overdue Charges or such Other Charges at the rate as may be applicable under Articles 2.4 and 2.5 of this GTC.

9. The Borrower(s) hereby agrees, confirms and undertakes to replenish Repayment mode (NACH or PDCs) after initial set of PDCs are used by PNBHFL. The Borrower(s) further agrees and undertakes to submit new set of NACH instructions/documents for the Repayment. In case the Borrower(s) does not replenish the Repayment

mode on time, monthly service fee as mentioned in the Schedule of Charges shall be levied to Loan Account of the Borrower(s).

10. In case the Borrower(s) desire to swap/interchange the PDCs or the NACH from one Bank/financial company to another, or for any reason whatsoever, the Borrower(s) may, with the prior written permission of PNBHFL do so by paying to PNBHFL, such swap charges as may be specified by PNBHFL from time to time.
11. In case the payment of the Amounts Due is required to be made to PNBHFL through Escrow Account, the Borrower(s) shall:
  - (i) issue necessary irrevocable instruction to its/his/her/their banker in the prescribed manner to debit the Escrow Account with the Amounts Due on the relevant date as per Repayment and/or as otherwise specified by PNBHFL ("**Letter of Instruction**") and shall provide copy of such Letter of Instruction to PNBHFL as acknowledged by such banker and/or if required by PNBHFL, shall provide an original copy of letter issued by such banker stating the compliance of Article 6 of this GTC; and
  - (ii) shall submit the copy of Repayment Schedule and/or any other document(s) as required by PNBHFL to be submitted to its/his/her/their banker.
12. Notwithstanding the Repayment of the Loan Amount and Interest in installments and Other Charges in the manner as stipulated herein, the Borrower(s) shall remain liable to pay all Amounts Due after adjustment of the above Repayments.
13. Notwithstanding anything to the contrary stated in Article 2.8 above, if the Loan is not totally drawn by the Borrower(s) within the Availability Period, PNBHFL shall have the right at any time or from time to time to review and reschedule the Repayment terms of the Amounts Due payable by the Borrower(s) in such manner and to such extent as PNBHFL may, in their sole discretion decide and the Repayment will thereupon be made as per the revised Repayment Schedule and all the terms and conditions of the Loan Documents would continue to be binding on the Borrower(s), besides any other supplementary Disbursement Letter that may be signed between PNBHFL and the Borrower(s). However, PNBHFL shall inform the Borrower(s) regarding such rescheduling of the Repayment terms of the Amounts Due. The Borrower(s) agrees and confirms that the Availability Period mentioned hereinabove shall be decided by PNBHFL at its sole discretion. The Borrower(s) agrees and confirms that the rescheduling of the Repayment and revision of the Repayment Schedule by PNBHFL shall not be regarded as restructuring under the extant RBI Guidelines and further, no moratorium shall be available to the Borrower(s) for servicing of Amounts Due.

Notwithstanding anything to the contrary stated hereinabove, PNBHFL may at its sole discretion and at any time during the currency of the Loan, reschedule/ modify the Repayment terms including the number of EMIs, PEMIIs and the amount payable thereunder.

#### 9. **Delay in payment**

1. No notice, reminder or intimation shall be given to the Borrower(s) regarding his/her/their obligation(s) to pay the EMI or PEMII regularly on respective Due Dates. It shall be entirely the responsibility of the Borrower(s) to ensure prompt and regular payment of EMI or PEMII. The Borrower(s) agree that timely payment / Repayment is the essence of the Loan Documents.
2. **Without prejudice to the other rights of PNBHFL, any delay or default in payment of EMI or PEMII or Other Charges shall render the Borrower(s) liable to pay Overdue Charges on the amount in default as per the rate decided by PNBHFL at their sole discretion, or at such other rate as may be prescribed by PNBHFL treating default for any part of month as a default for the full month.**
3. **The Borrower(s) agree that levy of Overdue Charges by PNBHFL on account of any delay by the Borrower(s) in not making timely payments under the Loan Documents shall be over and above the applicable Interest.** Any default by the Borrower(s) in making timely payments for EMI or PEMII or any other payments due and payable by the Borrower(s) to PNBHFL shall be treated as an Event of Default under Article 7.1 of this GTC.
4. Without prejudice to the above, on the expiry of the period as specified in the notice in Article 7.2 of the GTC, which is issued by PNBHFL, to the Borrower(s), PNBHFL shall be entitled to recall the Loan without any further notice or intimation and the Borrower(s) shall be forthwith liable to repay all the Amounts Due as appearing in the respective books and records of PNBHFL and the entries made therein, shall be deemed to be conclusive evidence of the matters, transactions and accounts between the Parties.

#### 10. **Prepayment**

1. Subject to applicable Law including the extant RBI/NHB guidelines at the time of such Prepayment, the Borrower(s) shall be liable to pay Prepayment charges as may be specified in the MITC and the Schedule of Charges. The Prepayment charges as updated on the website of PNBHFL from time to time for information to public at large, can be revised at any time at the sole discretion of PNBHFL in accordance with the applicable Law including the extant RBI/NHB guidelines and the Borrower(s) shall be bound to pay the same.
2. In the event PNBHFL, in its sole and absolute discretion, permits any part Prepayment/acceleration at the request of the Borrower(s), the Repayment Schedule for the Loan shall be amended/revised by PNBHFL for giving effect to such part Prepayment/acceleration, and such amended/revised repayment schedule shall be binding upon the Borrower(s).
3. The Borrower(s) shall give a written notice of at least thirty (30) days expressing his intention to prepay the Loan. The Prepayment of the entire Loan shall have effect only after PNBHFL has received the entire Amounts Due including the Prepayment charges, if applicable.
4. Without prejudice to the generality of the foregoing, PNBHFL shall have the right to demand that the Loan be mandatorily prepaid/repaid forthwith upon occurrence of an Event of Default including but not limited to in the event any Security(ies) furnished by the Borrower(s)/ Security Provider is subsequently found to be of inferior value to that as declared by the Borrower(s)/ Security Provider or the Loan is declared illegal or becomes illegal on account of any promulgation, amendment, modification or re-enactment of any statute, notification, circular or order etc..

It is further clarified that Prepayment charges shall be applicable in the event that the Loan is recalled due to occurrence of any Event of Default.

5. The Borrower(s) acknowledge(s) and accept(s) that notwithstanding anything to the contrary contained in this Agreement, the Loan can be recalled and the entire Amounts Due would be repayable on demand at the sole discretion of PNBHFL.
6. If the Borrower(s) pays any amount to PNBHFL before the Due Date of EMI, PNBHFL shall be entitled to appropriate the same in such manner as they deem fit, and the credit in respect of the payment realized of such amount shall be given by PNBHFL to the Borrower(s) only on the next Due Date of EMI. Repayment Schedule shall be amended accordingly after adjustment of all overdues and charges.

#### 11. **Terminal dates of Disbursement**

Notwithstanding anything to the contrary contained herein, PNBHFL may by notice to the Borrower(s) cancel further Disbursement of the Loan, if the Loan has not been drawn within the Availability Period, at sole discretion of PNBHFL.

#### 12. **Liability of Borrower(s) to be joint and several**

In the event there being more than one Borrower(s) and/or Guarantor and/or Security Provider, notwithstanding anything therein stated, the respective liabilities of the Borrower(s), Guarantor(s), Security Providers hereunder to repay the Amounts Due and to observe the terms and conditions of this GTC, is, and shall remain, joint and several. The obligations of Borrower(s) and/or Guarantor(s) and/or Security Providers under this GTC are separate from his/her/their obligations under any other arrangement the Borrower(s) and/or Guarantor(s) and/or Security Providers has entered into with PNBHFL. Each Borrower(s)/Guarantor(s) will be liable to discharge its obligations under the Loan Documents to the extent of entire loan amount irrespective of any embargo or restriction or insolvency related proceedings on other Borrower(s)/Guarantor(s) to make Repayment.

#### 13. **Application of payments and realization**

PNBHFL shall be entitled to receive and apply/adjust/appropriate monies that PNBHFL may receive under any payments and realizations, (other than the payments of PEMII or EMI), including any realization received from any insurance company or as enforcement of Securities, or otherwise received in respect of the charges on the Securities, against amounts payable under the Loan Documents without affecting the Borrower(s) obligations under the Loan Documents. If such application/adjustment/appropriation result in part Repayment of the Loan, the Repayment Schedule be suitably modified by PNBHFL and the Borrower shall, thereafter, pay the EMI as per the modified Repayment Schedule that PNBHFL may indicate to the Borrower(s).

#### 14. **Payment of switching over charges or other such charges**

In the event, PNBHFL is offering revised rate of Interest in future, the Borrower(s) shall have option to avail the revised rate of Interest in respect of the Loan, provided if such option is made available by PNBHFL, at its sole discretion, to the Borrower(s), with prospective effect subject to payment of applicable switching over charge and Other Charges as levied by PNBHFL and on execution of documents, if any, as may be prescribed by PNBHFL

in that behalf. Further, it shall be responsibility of the Borrower(s) to keep himself informed about the revision in rate of Interest as applicable from time to time. However, in case the Borrower(s) is/are not willing to avail of such option, he/she/they may within sixty (60) days close his/her/their Loan Account subject to payment of all Amounts Due or switch it without having to pay any extra charges or Interest.

#### 15. **Appropriation of Payments**

1. Unless otherwise agreed by PNBHFL, the Equal Monthly Instalment shall be appropriated on a First-in-First-out (FIFO) basis and shall be appropriated against the outstanding EMI dues in the order of interest followed by principal (including moratorium) due. After adjusting the interest and principal of all overdue EMIs/Pre EMIs, the balance if any will be appropriated to any other overdue charges/ fee/taxes.
2. Any and all payments made by the Borrower towards the Amounts Due shall be appropriated in the following order, viz:
  - a. Prepayment charges (if applicable);
  - b. Interest on costs, charges, expenses and other monies;
  - c. costs, charges, fees, taxes, expenses and other monies incurred by PNBHFL;
  - d. PEMII;
  - e. Additional Interest if any;
  - f. Interest;
  - g. Unpaid moratorium amount outstanding, if any;
  - h. Principal Amount;
  - i. any payment to be made by the Borrower(s) under any agreement entered into with PNBHFL in relation to any facility availed by the Borrower(s) towards any other obligation of the Borrower(s).
3. Notwithstanding anything contained in Clause 2.15.2 above, PNBHFL may, at their absolute discretion appropriate any payment in any manner towards their dues, payable by the Borrower(s) under this GTC.
4. Any amount/proceeds received by PNBHFL upon sale, realization, recovery or insurance claim relating to the Security (ies) shall be appropriated towards the Amount Due of the Borrower(s) as per the sole discretion of PNBHFL. No interest or compensation shall be payable by PNBHFL to the Borrower(s).

#### 16. **General Lien and Set-off**

Notwithstanding anything contrary stated under the Loan Documents, PNBHFL shall be entitled to general lien on the Property/any other property (movable or immovable) and Escrow Account as security for a general balance of account and the right to set off one account against another in terms of any Law or equity.

#### 17. **Cancellation**

Notwithstanding anything contained herein, PNBHFL shall have the unconditional right to cancel/modify the undrawn/un availed/unused portion of the Loan at any time, without any prior notice to the Borrower(s), for any reason whatsoever including in case of its classification as a non-performing asset or on account of non-compliance with the terms of Disbursement Letter and Loan Documents. In the event of such cancellation, all the provisions of the Loan Documents shall continue to be effective and valid for the already drawn and outstanding portion of the Loan, and the Borrower(s) shall repay the Amounts Due duly and punctually.

#### 18. **Conversion of PEMII into EMI**

1. On completion of 1 (one) year from the date of first disbursement of the tranche, Loan will get automatically converted from Interest servicing loan to EMI servicing loan without taking any consent of whatsoever nature from the Borrower(s). Conversion will happen without downsizing the sanctioned Loan amount.
2. If loan is auto converted as mentioned in the Clause 2.18.1, the EMI will be calculated on the disbursed Loan amount.
3. Once the Loan is auto converted, PNBHFL will intimate the Borrower(s) with revised EMI amount and Loan tenure.



4. The standing instruction given by the Borrower(s) to debit his/her/their savings/current account to recover the PEMII at time of disbursement of the first tranche will be used to recover the EMI post auto conversion of the Loan from PEMII to EMI servicing.

### ARTICLE: 3

#### SECURITY

- 3.1 In consideration of PNBHFL agreeing to grant the Loan, the Borrower(s)/Security Provider shall create/cause to be created such Security (ies), and/or cause such guarantee to be furnished, as may be acceptable to PNBHFL, in favour of PNBHFL in a form and manner satisfactory to PNBHFL, as Security for payment/Repayment of all Amounts Due payable by the Borrower(s) under the Loan Documents.
- 3.2 The Borrower(s)/Security Provider will obtain all necessary permission of any Government Authority/bank/financial institution/any other Person, if required for the creation/extension/perfection of the Security hereby agreed by the Security Provider to be created in favour of PNBHFL and it will be open to PNBHFL to refuse to disburse the Loan Amount, stop making further Disbursement and/or recall the Amounts Due under the Loan, until and unless such permission is procured and Security is created within the period as specified by PNBHFL in the Loan Document or otherwise.
- 3.3 [For the consideration aforesaid and as continuing security for the performance of the obligations hereunder and to secure the Amounts Due, the Borrower(s)/Security Provider, as legal and beneficial owner of the Property and/or Receivables, hereby creates charges by way of hypothecation on all the Receivables by way of hypothecation charge in favor of PNBHFL in the manner to be specified by PNBHFL from time to time and hereby further creates irrevocable right of lien and set off over the monies lying and credited into the Escrow Account.]<sup>1</sup>
- 3.4 In case when the Loan is sanctioned/granted/continued to the Borrower(s) by PNBHFL in consortium or multiple banking arrangements with other banks/entities (the "**Other Banks**"/ "**Other Entities**") then the first/ second charge by way of hypothecation over the Escrow Account along with the Receivables of the Borrower(s)/Security Provider in favour of PNBHFL, will be treated as *pari passu* charge thereon, subject to the Other Banks also confirming/conferring/ceding similar *pari passu* charge over the Receivables created/to be created in their respective favour by the Borrower(s)/Security Provider, to PNBHFL and this GTC will be read and be construed to mention the exclusive/first/second *pari passu* charge by way of hypothecation accordingly.
- 3.5 PNBHFL, shall have right to ask the Borrower(s)/Security Provider to provide such necessary documents executed in favour of PNBHFL in order to create Security in the form, manner and within period satisfactory to PNBHFL.
- 3.6 a) The Borrower(s)/Security Provider agrees to create/execute/extend Security within the period initially specified by PNBHFL or such extended period as PNBHFL may in its sole discretion allow.
- b) In case the Borrower(s)/Security Provider does not create/execute the Security within the time specified by PNBHFL or as duly extended, PNBHFL shall be entitled to charge Overdue Charges as may be prescribed by PNBHFL, till such time as the said Security is not created/executed/extended to the satisfaction of PNBHFL. The Overdue Charges payable by the Borrower(s)/Security Provider under this Article shall be in addition to any other Overdue Charges payable by the Borrower(s)/Security Provider in respect of delay in payment of EMI, PEMII or any other Outstanding Amount in terms of Article 2.5.
- c) In case of Borrower(s)/Security Provider defaults in creation of Security within the time so specified or extended, PNBHFL shall be entitled, in addition and without prejudice to the charge of Overdue Charges under Article 3.6(b) to recall the amount outstanding under the Loan.
- 3.7 In case the Property is under Construction, the Borrower(s)/Security Provider shall hypothecate all amounts deposited/to be deposited with the Seller/builder from whom the Borrower(s)/Security Provider has purchased/agreed to purchase the Property, present and future, which are due or may become due to the Borrower(s)/Security Provider, for the purchase of such Property, by executing a deed of hypothecation in the form and manner satisfactory to PNBHFL.
- 3.8 In case the Property is under Construction, the Borrower(s)/Security Provider hereby agrees, confirms and undertakes that on the completion of Construction of the Property, the Property shall stand charged in favour of PNBHFL, and the Borrower(s)/Security Provider shall do all necessary acts, or comply with necessary formalities/procedural requirements in relation to the same, as may be required by PNBHFL.
- 3.9 In case the title of the Property is to be transferred in the name of the Borrower(s)/Security Provider at a future date, the Borrower(s)/Security Provider undertakes to create/execute the mortgage/hypothecation/pledge of the Property, when the title is transferred in his/her/their favour after fulfilling all the terms and conditions antecedent to it or within the time limit as prescribed by PNBHFL or such further time as PNBHFL may allow in its discretion.

---

<sup>1</sup> Note: Applicable in case of Lease Rental Discounting (LRD) cases.

3.10 In the event the Loan has been availed by the Borrower(s) for the repayment of an existing loan or facility against any Property(ies), then the Borrower(s) shall within such period as prescribed by PNBHFL from the Disbursement of the Loan, get the previous security interest removed from the records of the appropriate registering authority and have the Security, if any, in favour of PNBHFL or agents registered with such registering authority.

### 3.11 Registration of Charges

Where the Borrower(s)/Security Provider is a body corporate, it shall cause the charges created under the Loan Documents to be registered with the Registrar of Companies in accordance with the provisions of section 77 of the Companies Act, 2013 and rules framed thereunder or such other applicable Law, as may be prescribed in relation to a body corporate or a limited liability partnership, within the prescribed time and furnish the certificate of registration to PNBHFL. It shall be the obligation of the Borrower(s)/ the Security Provider to get the charge registered with CERSAI and accordingly the Borrower(s)/ Security Provider shall extend all necessary cooperation for the said purpose.

### 3.12 Continuing Security

Security(ies) furnished/to be furnished by the Borrower(s)/Security Provider in connection with the Loan shall be and remain a continuing security(ies) to PNBHFL and binding upon the Borrower(s)/Security Provider and (a) the Borrower(s)/Security Provider shall not be discharged by intermediate payment or Repayment by the Borrower(s) or any settlement of accounts by the Borrower(s) so far as any part of the Amounts Due remain outstanding by the Borrower(s); (b) Security (ies) furnished shall be in addition to and not in derogation of any other Security which PNBHFL may at any time hold in respect of the dues of the Borrower(s); (c) Security(ies) furnished/to be furnished by the Borrower(s)/Security Provider shall be available to PNBHFL until all accounts between PNBHFL and the Borrower(s) in respect of the Amounts Due are ultimately settled to the satisfaction of PNBHFL; and (d) the statement of accounts of the Borrower(s) maintained by PNBHFL in the usual course of business show a nil balance.

## 13. Sufficiency of Security

1. Where PNBHFL, in their sole discretion during the subsistence of the Loan Documents, are of the opinion that the Security(ies) provided/to be provided by the Borrower(s)/Security Provider has become inadequate/insufficient to cover the Amounts Due, the Borrower(s)/Security Provider shall, on demand, provide and furnish to PNBHFL such additional/alternate security(ies), as may be acceptable in favour of PNBHFL.
2. The Borrower(s)/Security Provider shall, if required, provide additional security to secure the Loan acceptable to PNBHFL which shall be clear, marketable, unencumbered and non-agricultural property up to Security Cover as specified herein or by PNBHFL at its sole discretion. Notwithstanding anything to the contrary stated above, in the event any Security(ies) furnished by the Borrower(s)/ Security Provider is subsequently found to be of inferior value to that as declared by the Borrower(s)/ Security Provider, the Loan may, at the sole discretion of PNBHFL, be recalled/Repayment may be accelerated by PNBHFLs with immediate effect and such event may be treated as an Event of Default.
3. PNBHFL shall, after giving written notice to the Borrower(s)/Security Provider, be entitled to recover any of its dues under the Loan Documents from the Security(ies)/additional Security(ies). The Borrower(s)/Security Provider shall execute all relevant documents which are necessary for such recovery and asked by PNBHFL.
- 3.14 The Borrower(s) acknowledges, agrees and confirms that in case Security, rights and title purported to be created thereby are jeopardized or endangered in any manner whatsoever, the same shall not result in automatic release of charge by way of mortgage over the Property. The Borrower(s) agrees and undertakes that in case of any such eventuality (as described above), the Borrower(s) shall provide replacement security of equivalent value to that of the Property to secure the Loan.
- 3.15 The Borrower(s)/Security Provider agrees and acknowledges that each Security secures all amounts the Borrower(s)/Security Provider owes to PNBHFL at any time on any account (including in connection with the Loan). Even if the Borrower(s)/Security Provider repays the balance owing, PNBHFL need not release any Security until PNBHFL is satisfied that no other amount is due or may become due for payment to PNBHFL by the Borrower(s)/Security Provider.
- 3.16 a) The Borrower(s)/Security Provider agrees to execute an irrevocable power of attorney ("**POA**") in favour of PNBHFL to carry out his/her/their obligations in respect of creation of Security, and all matters incidental thereto. It is clearly understood and agreed by the Parties that execution of the POA shall not absolve the Borrower(s)/Security Provider from her/his/their obligations and undertakings to create mortgage within the period specified. Further, execution of the POA shall not prejudice any of the rights of PNBHFL to recall the Amounts Due for non-creation of Security, or for charging of Overdue Charges for delay in creation of Security and for enforcement of Security.

- b) It is further understood and agreed that PNBHFL shall not be bound to exercise its powers and shall not be liable in any manner whatsoever for the exercise or non-exercise of the powers under the POA executed/to be executed by the Borrower(s)/Security Provider.
- 3.17 The Borrower(s)/Security Provider further agrees that in addition to creation of Security for the Loan, and executing any POA, the Borrower(s)/Security Provider shall also:
- a) execute demand promissory note in favour of PNBHFL for the Loan, in the form and manner satisfactory to PNBHFL;
  - b) assign any life insurance policy on the life of the Borrower(s), in favour of PNBHFL, under such plan and for such sum assured as may be required and approved by PNBHFL;
  - c) execute agreement, undertaking, bond, deed of guarantee by surety of sound financial standing in the form and manner satisfactory to PNBHFL, and execute such other agreement, along with an irrevocable power of attorney, *inter alia*, authorizing PNBHFL to sell/transfer/convey the Property on the occurrence of any Event of Default during the currency of this Loan and/or on the occurrence of any Event of Default under any other loan granted to Borrower, whether by PNBHFL or any other Person, to the Borrower before or hereafter.
- 3.18 The Borrower(s) agrees/consents that the Borrower(s) shall not have any objection for PNBHFL to avail refinance from NHB/financial institutions and the Borrower(s) hereby permits PNBHFL to avail refinance from NHB and other financial institution and the Borrower(s)/Security Provider hereby permits PNBHFL as a Security holder to transfer its interest in the Security to NHB or any other financial institution as security for refinance to PNBHFL.
- 3.19 PNBHFL shall release all Securities on repayment of all Amounts Due under the Loan subject to any legitimate right or lien for any other claim PNBHFL may have against Borrower(s). If such right of set off is to be exercised, the Borrower(s) shall be given notice about the same with full particulars about the remaining claims and the conditions under which PNBHFL is entitled to retain the Securities till the relevant claim is settled/ paid.

#### **ARTICLE: 4**

##### **CONDITIONS PRECEDENT TO DISBURSEMENT OF THE LOAN**

1. **Utilization of Borrower(s) contribution:** The Borrower(s) shall have satisfied PNBHFL that he/she/they has/have, prior to receiving the Disbursement of the Loan, utilized/paid own contribution of the Loan margin (i.e. the cost of the Property less PNBHFL Loan) for the purchase or Construction of the Property. Further, the Borrower(s) has assured that the Borrower(s) has complied with all other precondition for Disbursement of the Loan.
2. **Title:** The Borrower(s)/Security Provider shall have demonstrated to the satisfaction of PNBHFL, including through a title search report satisfactory to PNBHFL, that he/she/they (or in case the Property is under Construction, the Seller/builder of the Property) has/have absolute, clear and marketable title to the Property including free from Encumbrance, any liability, charge/lien or from any litigation/court decree whatsoever, to be mortgaged by him/her/them as Security for the Loan and PNBHFL is free to get the title of the Property checked/verified in the manner it deems fit at the cost and risk of the Borrower(s).
3. **Other Conditions Precedent for Disbursement:** The obligation of PNBHFL to make any Disbursements under the Loan Documents shall also be subject to the following Conditions Precedent:
  - (a) **Creditworthiness of the Borrower(s)/Security Provider:** Borrower(s)/Security Provider shall conform to and meet the minimum creditworthiness requirements as may be specified by PNBHFL. The Borrower(s)/Security Provider shall provide such other information as may be called for by PNBHFL in order to verify the creditworthiness of the Borrower(s)/Security Provider. PNBHFL may make or cause to be made such inquiries as may be deemed fit and proper in their sole discretion, to determine the creditworthiness of the Borrower(s)/Security Provider.
  - (b) **Non-existence of Event of Default:** No Event of Default as defined in Article 7.1 hereof has occurred or is likely to occur.
  - (c) **Evidence for Utilization of Disbursement:** After the Loan has been sanctioned by PNBHFL in favour of the Borrower(s), the Borrower(s) shall produce such evidence satisfactory to PNBHFL of the proposed utilization of the proceeds of the Disbursement of the Loan (End Use Certificate) within the time frame specified by PNBHFL, along with the request for release of part of the funds needed by the Borrower(s) for the Purposes mentioned in the Loan Application/Disbursement Letter, as the case may be.

- (d) **Extraordinary Circumstances:** No extraordinary or other circumstances shall have occurred which shall make it improbable for the Borrower(s) to fulfill his/her/their obligations of the terms and conditions contained in the Loan Documents.
- (e) **Clearances/Authorization:** The Borrower(s) shall have taken all necessary corporate action and obtained all clearances (including corporate resolutions passed by its board of directors and the shareholders of the Borrower(s)/ authorizations and resolutions from the board of trustees/ authorization/resolutions from board of limited liability partnerships/ letter of authority from the partnership firms/ letter of authority/power of attorney from coparceners of HUF for availment of the Loan and creation of Security) in respect of creation of any security interest (including pledge, third party mortgage or hypothecation as applicable), with respect to the execution of the relevant Loan Documents, transactions contemplated thereby and performance thereof. The Borrower(s) shall have delivered to PNBHFL certified true copies of such clearances/ authorizations.
4. Notwithstanding anything contained in this Article 4, in case any Disbursement has been made, the Borrower(s) shall continue to be under obligation to repay the amount so disbursed in terms of the Loan Documents.
5. **Escrow Agreement:** The Borrower(s), PNBHFL and escrow agent may enter into an escrow agreement or any other document(s) or agreement(s), as may be specified by PNBHFL, for depositing Receivables into the Escrow Account, facilitating Disbursement and Repayment of the Amounts Due including creation of lien/charge on the Escrow Account and in case of a Company recording of such charge. For the said purpose, Borrower(s) agrees, confirms and undertakes that it has fully understood the conditions and requirements of escrow mechanism as mentioned in Sanction Letter and it shall comply or cause to comply all the conditions/requirements as mentioned in the Sanction Letter including depositing the Receivables into the Escrow Account in terms of the Loan Documents and execute contract, deeds and agreements to the satisfaction of PNBHFL in this regard.
6. The Borrower(s)/Security Provider shall, if required, provide additional security to secure the Loan acceptable to PNBHFL which shall be clear, marketable, unencumbered and non-agricultural property up to Security Cover as specified herein or by PNBHFL at its sole discretion. Notwithstanding anything to the contrary stated above, in the event any Security(ies) furnished by the Borrower(s)/ Security Provider is subsequently found to be of inferior value to that as declared by the Borrower(s)/ Security Provider, the Loan may, at the sole discretion on PNBHFL, be recalled/Repayment may be accelerated by PNBHFL with immediate effect and such event may be treated as an Event of Default.
7. The Borrower(s) shall have executed and delivered bond or a demand promissory note in favour of PNBHFL for the amount of Loan.
8. The Borrower(s)/Security Provider, as the case may be, shall make delivery of the following, duly stamped (if required) and in a form and substance satisfactory to PNBHFL:
- (a) PDCs.
  - (b) Evidence that all consents, resolutions, approvals, authorizations and permissions (including but not limited to approved sanctioned building plans) required for availing of the Loan or for creation of Security in favour of PNBHFL have been obtained.
  - (c) Security documents and/or guarantee(s), whether personal or corporate.
  - (d) *(In the event the Borrower(s) is a company)* Evidence that all compliance under the Companies Act, 2013 has been adhered to;
  - (e) Evidence of a duly stamped sale agreement of the Property duly registered with the Sub Registrar of Assurances or any other competent authority, in favour of the Borrower(s)/Security Provider or any one of the Borrower(s)/Security Provider (as the case may be) and the necessary security can be created in favour of PNBHFL in the form and manner as acceptable to PNBHFL.
  - (f) Evidence to show insurance cover on the Property has been obtained to the satisfaction of PNBHFL.
9. Prior to any subsequent Disbursement hereunder, evidence such as the End Use Certificate as may be deemed necessary by PNBHFL, including but not limited to an undertaking and indemnity that the Loan or any part thereof, that has already been disbursed, has been used only for Purposes as disclosed by the Borrower(s) in the Disbursement Letter and not for any illegal purposes or immoral activities, stock market transactions, gambling, chit fund, lottery, races or any other activities specified under any Law or by PNBHFL as restricted activity.

## ARTICLE: 5

### COVENANTS

- 5.1 **Affirmative Covenants:** The Borrower(s) and the Security Provider, as may be relevant, hereby expressly covenants with PNBHFL as follows:

- a) **Utilization of Loan:** The Borrower(s) shall utilize the entire Loan for the Purpose as indicated by him/her/ them in the Loan Application/Disbursement Letter and for no other purpose whatsoever. Further, PNBHFL may require End Use Certificate from the Borrower(s). The Loan shall not be used by the Borrower(s) for any illegal purposes or immoral activities, stock market transactions, gambling, chit fund, lottery, races or any other activities specified under any Law or by PNBHFL as restricted activity. PNBHFL shall have the right to have the End Use Certificate reviewed by/through Auditor/practicing chartered accountant appointed by it.
- b) **Construction and purchase:** The Property shall be acquired and/or constructed on the land comprising the Property in accordance with the sanctioned plan for the same, and the Borrower(s) shall obtain and produce to PNBHFL a proper true copy of such sanctioned plan. In case the construction of the Property is being undertaken by the Borrower(s), the Borrower(s) covenants that he/she/they shall complete the said construction of the Property strictly as indicated by him/her/ them in his/her/their Loan Application/ Disbursement Letter and not otherwise, and obtain, produce and deposit with PNBHFL a duly certified true copy of occupation/completion certificate issued by the Government Authority. In case any subsequent Construction is carried out, the same shall also be in accordance with the approved plan. The Borrower(s) shall not raise any illegal Construction.
- c) The Borrower(s) acknowledges and agrees that PNBHFL shall have the right to monitor the progress of construction/ redevelopment of the Property. The Borrower(s) shall not open any other account (other than Escrow Account or such other account as may be permitted by PNBHFL) shall be opened by Borrower(s) with respect to receipt of Receivables from the Property. The Borrower(s) also agrees that there shall be no modification/diversification in the Property without the consent of PNBHFL.
- d) Subject to Article 5.3(b) and as specified by PNBHFL, the Borrower(s) covenants and undertakes that the Property shall be let out by a proper legal instrument (lease or rent deed/agreement) and further that the Borrower shall submit a copy of such instrument with PNBHFL within 7 (seven) days of execution of such legal instrument. The Borrower(s) shall ensure that a tripartite agreement/any other arrangement is executed among the Borrower(s), PNBHFL and the proposed lessee/tenant for remittance of Receivables till Amounts Due is fully paid. The Borrower(s) acknowledges and agrees that any dispute between the Borrower(s) and the proposed lessee/tenant shall not affect the obligations of the Borrower(s) under the Loan Documents and a suitable covenant with respect to the same shall be recorded in the tripartite agreement.
- e) The Borrower(s) hereby undertakes to remit the Receivables to PNBHFL to be applied in reduction of the Borrower(s) indebtedness to PNBHFL in respect of the Loan. The Borrower(s) shall not take any action (including proposed realization) that would jeopardize the Security created over the Property in favour of PNBHFL. In this regard, either the Borrower(s) shall or PNBHFL is hereby irrevocably authorized by the Borrower(s) to direct the licensee/tenants/lessee/occupants of the Property to remit the Receivables by cheque drawn on the Escrow Account only.
- f) The Borrower(s) shall furnish or cause to furnish such statements and other particulars regarding Security as may be asked by PNBHFL. PNBHFL will have right to inspect the Security and ascertain such information as may be necessary.
- g) **Notify causes of delay and Event of Default:** The Borrower(s) shall promptly notify by way of written notice to PNBHFL of any event or circumstances as stated herein below, which might operate as a cause of delay in the commencement or completion of the Construction of the Property or delay in the purchase of the Property and if any Event of Default (either as defined in this GTC or any other documents entered into by the Borrower(s)) or any event which, after the notice or lapse of time or both would constitute an Event of Default shall have happened:
- i) Any dispute with any Person, Government Authority affecting or directly relating to the Borrower(s)/ Security Provider or the Security(ies) offered under the Loan Documents including any dispute or difference relating to or concerning the Property.
  - ii) Any distress or execution being levied against the Property.
  - iii) Any material circumstances affecting the ability of the Borrower(s)/Guarantor to repay the Amounts Due in the manner stipulated in the Loan Documents.
  - iv) Where the Borrower(s) is a company, partnership firm or sole proprietorship concern, such information relating to the Borrower(s) administration, management and financial conditions, as may be stipulated by PNBHFL, from time to time.
  - v) Any arrears payable to government or any public/local authority such as income tax, corporation tax, property tax and all other taxes and revenues.
  - vi) Any change in address or employment or in the particulars, descriptions, location of the Security(ies) to be provided pursuant to the terms of the Loan Documents.
  - vii) The occurrence or likely occurrence of any event which is likely to affect the capacity of the

Borrower(s) to repay the Amounts Due and other charges payable under the Loan Documents or the performance of the obligations of the Borrower(s)/Guarantor to PNBHFL in respect of the Loan.

- viii) Where the Borrower(s) is/are engaged in any industrial activity under applicable labour laws, the happening of any labour strikes, lockouts, shut downs, fires or any event likely to have a substantial effect on the Borrower(s) profits or business and of any material changes in the rate of production or sale of the Borrower(s) with an explanation of the reasons thereof.
- ix) Any event which has or might cause any potential default under the terms of Loan Documents entered into by the Borrower(s).

- h) **Maintenance of Property:** The Borrower(s) shall maintain the Property, when completed, in good order and condition and will make all necessary repairs, additions and improvements thereto during the pendency of the Loan.
- i) **Title Documents:** The Borrower(s)/Security Provider shall provide PNBHFL with all title documents to the Property (i) which are in the Borrower(s) possession, (ii) which may come in the Borrower's possession at a future date; (iii) which are required to be submitted to PNBHFL to create/perfect the charge of PNBHFL over the Property within the time period or in the manner as specified by PNBHFL at their sole discretion. PNBHFL shall have an absolute right and discretion to handover such title documents / deeds to any of the Borrower(s) or their authorized representative (s) once the Loan is completely repaid for which PNBHFL shall not be questioned in any manner.
- j) **To notify about Security in jeopardy:** The Borrower(s) undertakes to notify PNBHFL immediately in case Security, rights and title purported to be created thereby are jeopardized or endangered in any manner whatsoever. The Borrower(s) also waives any defence if the Property is determined to have been jeopardized or endangered or determined to be illegal (for instance, on account of extension of balcony or farm dwelling). The Borrower(s) agrees and undertakes that any such eventuality (as described above) shall not absolve the Borrower(s) of its obligations hereunder or under the Security Documents.
- k) **To notify change in employment, etc.:** The Borrower(s), in case an individual, shall undertake to promptly notify PNBHFL of any change in his/her employment, business or profession, as the case may be, by way of termination, retirement, ceasing for any reason whatsoever.
- l) **To notify change/alteration/modification in constitutional documents and/or structure of body incorporated and/or other entity other than natural person:** The Borrower(s) undertakes to take prior consent of PNBHFL for any change in its/their management, control, constitutional document(s), nature of business or profession, structure, ceasing of its operation etc. for any reason whatsoever.
- m) **To notify change in address, email, phone number, etc.:** The Borrower(s) shall promptly notify any change/alteration in his/her/their residence or correspondence address, email ID, phone number, landline as well as mobile phone, and any other relevant information in this regard which were declared in the Loan Application for any reason whatsoever.
- n) **Observance of terms and conditions:** The Borrower(s) shall strictly comply with all the conditions, and fulfill all the obligations, as required under the Loan Documents. In case of any conflict of provision, or difference in interpretation between the Sanction Letter, Disbursement Letter and this GTC, the provisions of the Disbursement Letter shall prevail.
- o) **Compliance with rules etc. and payment of maintenance charges etc.:** The Borrower(s) shall duly and punctually comply with all Laws, terms and conditions for acquiring and holding of the Property and all concerned and related rules, regulations, bye-laws of the concerned co-operative society, association, limited company or any other competent authority and pay such maintenance or other charges for the upkeep of the Property as also any other public dues like Taxes, cesses, etc. levied by any Government Authority or any other dues as may be payable in respect of the said Property or the use thereof. Any amendments to the RBI Master Directions to HFCs shall be deemed incorporated hereunder and the Borrower(s) shall comply with all the applicable Laws without requiring any express instruction from PNBHFL in that regard.

Further, if the Borrower(s) is an NRI or PIO, he shall comply with all the provision of the FEMA and the various applicable Regulations and amendments made thereunder. Such Borrower(s) shall exclusively utilize the disbursed amount provided under the Loan to acquire a residential accommodation in India and the Loan shall be repaid out of the Borrower(s) NRE/NRO account in India or by remittances made from such channels as may be prescribed by FEMA from time to time. In case the Borrower(s) is an NRI, he shall make delivery of the evidence that the he holds an Indian passport.

- p) The Borrower(s) agrees that each one of them is an agent for the other(s) and is authorized to acknowledge

and admit liability outstanding in the Loan Account from time to time.

- q) The Borrower(s) agrees to comply with time frame specified in the sanction plan approved by the relevant authority and communicated to PNBHFL to commence and complete the Construction of the Property for which the Loan has been availed and shall complete Construction and/or development of the Property within such stipulated time period as mentioned in such sanction plan/communicated time period.
- r) **Comply with payment obligations:** The Borrower(s) shall pay on time all amounts for which the Borrower(s) is/are responsible to pay, as the owner(s) of the Property (including Taxes, fees and costs).
- s) **Insurance:** Notwithstanding what is contained herein or any documents or letter, the Borrower(s)/Security Provider(s) shall be vigilant and the Borrower(s) shall ensure that during the pendency of the Loan, the Property is always duly and properly insured against earthquake, fire, flood, explosion, storm, tempest, cyclone, civil commotion and other hazards, etc., as may be required by PNBHFL, with PNBHFL being made the sole beneficiary under such insurance policy/policies and produce evidence thereof to PNBHFL on his own from time to time and whenever called upon to do so and pay premium amount promptly and regularly so as to keep the policy(ies) alive at all time during such period. Without prejudice to the generality of the above, the Borrower(s)/Security Provider(s) shall also do or cause to be done the following:
- (i) it is also agreed that PNBHFL shall have the absolute right to adjust, settle, compromise or refer to arbitration without reference to or, consent of the Borrower(s)/Security Provider(s), any dispute in connection with or arising under any policy of insurance and any of the assured and such act of PNBHFL shall be valid and binding on the Borrower(s)/Security Provider(s) but shall not impair the right of PNBHFL to recover its dues from the Borrower(s)/Security Provider(s);
  - (ii) the Obligor(s) shall also take insurance coverage on his/her/their life and/or other general insurance to the extent of Loan from an insurance company for which PNBHFL may at their discretion lend amount for the insurance premium and accumulate such insurance premium with the Loan or the Obligor(s) may pay such insurance premium out of his/her/their own fund. It is hereby agreed and acknowledged by the Obligors that any such life and/or other general insurance availed by the Obligors from any insurance company shall be an independent arrangement between the Obligor(s) and such insurance company and PNBHFL shall not be liable in any manner whatsoever, for any dispute or difference which may arise between the Obligor(s) and the insurance company;
  - (iii) the Borrower(s)/Security Provider(s) hereby undertake to irrevocably appoint PNBHFL as his agent for the purpose of receiving all monies payable under the said insurance policy (ies) and giving discharges thereof and the Borrower(s)/Security Provider(s) shall notify the insurer of this condition under information to PNBHFL;
  - (iv) any claim made whether partial or total loss and settled by the insurance company shall be payable only to PNBHFL who shall have first right on the proceeds. Surplus, if any, shall be paid to the Borrower(s)/Security Provider(s);
  - (v) in the event of failure by the Borrower(s)/Security Provider(s) to insure the Property or to pay the insurance premia or other sums under the policy, PNBHFL may get the Property insured or pay the insurance premia and the other sums referred to above. The Borrower(s)/Security Provider(s) shall reimburse such amount within 15 (fifteen) days of demand being made by PNBHFL with such charges as applicable and determined by PNBHFL. On the failure of the Borrower(s)/Security Provider(s) to reimburse such amount within 15 (fifteen) days, PNBHFL shall be entitled to recover the same as part of Amounts Due; and
  - (vi) PNBHFL expressly disclaims any responsibility for arranging and renewing the insurance or paying the premium and any lapse or omission will not in anyways prejudice the rights of PNBHFL against the Borrower(s)/Security Provider(s) under the Loan Documents.
- t) **Loss/damage of Property by uncovered risks:** The Borrower(s)/Security Provider(s) shall promptly inform PNBHFL of any loss or damage to the Property which the Borrower(s)/ Security Provider(s) may suffer, either due to any act of God or damage or otherwise.
- u) **Notify additions, alterations and modifications:** The Borrower(s)/Security Provider(s) shall notify and furnish details of any additions or alterations/modifications in the Property proposed to be made by the Borrower(s)/Security Provider(s) during the pendency of the Loan along with evidence of permission of competent authority to PNBHFL to their satisfaction.
- v) The Borrower(s) expressly recognizes and accepts that PNBHFLs may, without prejudice to its rights to perform such activities itself or through its officials, be absolutely entitled and have full power and authority to appoint one or more parties of PNBHFL's choice as its collection agent. Further PNBHFL shall have power to transfer and delegate such authority to the said party all right and authority to collect on its behalf unpaid dues and to performs and execute necessary acts, deeds, matters and things connected therewith or incidental thereto including sending notices and demand, receiving the outstanding (in cash/draft/cheques) from the Borrower(s), entering into compromise with the Borrower(s) giving the valid receipt and granting effectual discharge to the

Borrower(s) and generally performing all lawful acts as a third party may consider appropriate for the purpose.

- w) PNBHFL shall always be at its liberty to recall the Amounts Due in case of untimely death of the Borrower(s).
- x) If the Property is a leasehold property, the Borrower(s)/Security Provider undertakes to take all necessary steps to get the leasehold property converted into free hold (except for the Property for which conversion is not permitted from leasehold to freehold under Law) and get the conveyance/transfer deed executed and registered in this regard and bear all necessary expenses connected therewith from her/his/their own sources. Upon execution of such conveyance deed, the Borrower(s)/Security Provider(s) shall immediately submit the original copy of such conveyance deed to PNBHFL in order to validly create the Security.
- y) PNBHFL shall be at its liberty to have the Security as aforesaid valued by an appraiser appointed by PNBHFL and the fees and expenses on such appraisal shall be paid by the Borrower(s)/ Security Provider(s).
- z) The Borrower(s) hereby undertakes to render to PNBHFL and its officials all facilities, as may be required for any of the purposes aforesaid.
- aa) In case the Borrower(s) constitutes a firm/limited liability partnership or the Borrower(s) is partner of a firm/ limited liability partnership, no change whatsoever without prior written permission of PNBHFL in the constitution of such firm during the continuance of the Loan Documents shall impair or discharge the liability of the Borrower(s) or any one or more of them hereunder, or in any way effect the right and remedies of PNBHFL under the Loan Documents.
- bb) The Borrower(s) hereby agrees, confirms and undertakes that all incidental charges (including the deficient amount immediately upon the receipt of intimation to that effect from PNBHFL), at the rate fixed by the PNBHFL from time to time at their discretion, shall be debited to the Escrow Account as and when the same is due to PNBHFL or shall be paid by the Borrower(s) by way of cheque/demand draft drawn in favour of PNBHFL, as specified by PNBHFL at its sole discretion.
- cc) The Borrower(s) hereby confirms that the photocopy/true copies submitted for the Purpose of availing the Loan are genuine. PNBHFL may at any time, call for or require verification of originals of any/ all such copies. Any such copies in possession of PNBHFL shall be deemed to have been given only by the Borrower(s).
- dd) In the event the Loan has been disbursed by PNBHFL to a builder/third party/Seller for and on behalf of the Borrower(s) towards purchase price of the Property and if due to any event/circumstance the allotment of the Property to the Borrower(s) is cancelled and the builder/third party/Seller refunds the amount disbursed by PNBHFL after forfeiting certain amount, the Borrower(s) undertakes to make good and/or repay in full the amounts so forfeited by the builder/third party/Seller.
- ee) The Borrower(s) agree(s), confirm(s) and acknowledge(s) that the Borrower(s) has/have exercised due care and caution (including, where necessary, obtaining of advice of tax/legal/ accounting/financial/other professionals) including conducted due diligence and satisfied with the title documents, approvals and consents prior to taking of the decision, acting or omitting to act, in respect of investing in the Property and further agrees, confirms and acknowledges that PNBHFL is not responsible for any defect in the title documents or delay in Construction/giving of possession/completion of the Property to the Borrower(s), or for the quality condition or fitness of Construction of the Property including where PNBHFL may have approved/sanctioned or otherwise provided the Borrower(s) any information in respect of the Seller of the Property.
- ff) The Borrower(s), his/her/their heirs, legal representatives, executors, administrators and successors are bound by the terms and conditions of the Loan Documents. However, the Borrower(s) shall not be entitled to transfer or assign any of his/ her/their rights and obligations under the Loan Documents. In this regard, the Borrower(s) shall cause to get executed the undertaking by his/her/their heirs, legal representatives, executors, administrators and successors, as the case may be, in the form and manner satisfactory to PNBHFL.
- gg) The Borrower(s) undertakes to ensure that each Security Provider(s) complies with their obligations under the Security they provide to PNBHFL.
- hh) The Borrower(s) undertakes that in cases where Loan was sanctioned by PNBHFL for the purpose of funding a



plot and Construction on the plot do not commence within a period as deemed reasonable by PNBHFL or as specified by NHB in this regard from the date of Disbursal of the Loan, then PNBHFL shall be entitled to charge higher rate of interest, at their sole discretion, acceptable to the Borrower(s).

- ii) In case of lease rental discounting facility, the Borrower(s) agrees and undertakes that it shall at all times be required to maintain a minimum amount as prescribed by PNBHFL in the Debt Service Reserve Account ("**DSRA**") in the event PNBHFL were to prescribe condition in relation thereto.
- jj) **Change in residential status:** If the Borrower(s) is a NRI, the Borrower(s) hereby undertakes to inform PNBHFL if his residential status of NRI changes to a Person Resident in India during the tenure of the Loan. In default of the same, the Borrower(s) further undertakes to indemnify PNBHFL for any loss, any damage borne by PNBHFL.
- kk) If the Borrower(s) is a NRI and in the event the Borrower(s) ceases to be an Indian citizen and acquires citizenship of any other country or a foreign passport, the Borrower(s) shall forthwith repay the entire outstanding Loan together with all interest, costs, charges and other amounts due by the Borrower(s) to PNBHFL under the Loan Documents.
- ll) **Civic amenities:** In case the Property is situated at Small Place, the Borrower(s) shall certify that the said Small Place has the usual civic amenities, such as electricity, tap water, drainage etc. and the construction will not conflict with any of the plans of the Government Authorities or other bodies and the sale of the Property when necessary, can be carried out easily.
- mm) The Borrower(s) agrees and undertakes to reimburse expenses incurred by PNBHFL in connection with the search and investigation of title of the Property, valuation of the Property, preparation, execution, performance, enforcement and realization of this GTC, Security documents and other documents/ instruments executed in pursuance hereof and also other charges incurred by PNBHFL on account of standing instructions, electronic clearing system, salary deductions and other miscellaneous charges in relation to the Loan.
- nn) The Borrower(s) shall comply, in all respects, with all applicable Law (including Environmental Law (including Environmental, Health, Safety and Social Regulations (EHSS) such amendments as may be made to the EHSS regulations during the Loan tenure) and RBI Guidelines in relation to financing such as the Loan/KYC Norms and annual compliances/declarations and other intimations in relation to legal entities) in relation to the conduct of its business.
- oo) The Borrower(s) shall not appoint on its board of directors/board of trustees/governing body any person whose name appears on the defaulters list of the RBI and/or is also a director on the board of any other company which has been in default to PNBHFL or identified as a wilful defaulter by any bank or financial institution as per the parameters determined by RBI from time to time and agrees to remove any person from its board of directors/board of trustees/governing body whose name has been identified as a defaulter (as per CIBIL) and/ or 'wilful defaulter' by RBI or shall endeavor to get their names removed from such lists.
- pp) The Borrower(s) shall not carry out any transaction with an affiliate and/or any group company, which would result in a Material Adverse Effect. The Borrower(s) shall carry out all transactions with its affiliates and/or its group companies on arm's length basis.
- qq) The Borrower(s) confirms, acknowledges, agrees and undertakes that the Borrower(s) shall apprise the Guarantor(s) that any change in any of the rates of Interest and the periodicity thereof is binding upon any Guarantor(s) in terms of any agreement of guarantee executed/to be executed by such Guarantor(s) and the Borrower(s) shall immediately notify the Guarantor(s) upon such change.
- rr) The Borrower(s) shall forthwith inform/supply to PNBHFL, upon occurrence of any of the following events:
  - i. The Borrower(s) shall promptly inform PNBHFL, if the Borrower(s) receives any notice of any litigations being initiated against the Borrower(s) or any notice threatening to initiate any litigation against the Borrower(s) or if a receiver is appointed or is to be appointed in respect of any of their properties or business or undertaking including without limitation the Property;
  - ii. The Borrower(s) shall promptly inform PNBHFL of any notice received by the Borrower(s) purporting to cancel or alter the terms of any insurance contract taken for the Property;
  - iii. The Borrower(s) shall promptly inform PNBHFL in writing of the happening of or any happenings likely

to have a Material Adverse Effect on the Borrower(s) or on the ability of the Borrower(s) to repay the Loan or on the Property, with an explanation of the reasons thereof and the steps taken (if any) to remedy the same;

- iv. The Borrower(s) shall promptly inform PNBHFL in writing of any loss or significant damage which the Borrower(s) may suffer or have suffered due to any risk or event against which the Borrower(s) may not have/have not (as applicable) insured its properties including without limitation the Property;
- v. The Borrower(s) shall promptly inform PNBHFL in writing regarding any communications received from any Government Authority to acquire compulsorily the Borrower(s), any of the Property or any part of the Borrower(s)'s business or assets;
- vi. If PNBHFL is obliged for any reason to comply with "know your customer" or similar identification procedures in circumstances where the necessary information is not already available to it, the Borrower(s) shall, promptly on the request of PNBHFL, supply (or procure the supply of) such documentation and other evidence as is requested in order for the PNBHFL to carry out, and be satisfied that it has complied with, all necessary "know your customer" or other similar checks under all applicable Laws in relation to the transactions contemplated in the Loan Documents; and
- vii. The Borrower(s) shall promptly inform PNBHFL in writing of the occurrence of any event which it becomes aware which might adversely affect any of the Security Provider(s) or its ability or perform its obligations under the relevant Security Document(s).

ss) **Reinstatement of Liability:** In the event the Borrower(s) makes a payment to PNBHFL and it is subsequently set aside as fraudulent or preferential in accordance with the applicable Laws (including under the provisions of the IBC), the obligations of the Borrower(s) towards Repayment shall be reinstated. In such an event, PNBHFL at its sole discretion shall also be entitled to impose additional conditions upon the Borrower(s).

tt) The Borrower(s) acknowledges, agrees and confirms it shall ensure and cause amendment to its memorandum of association and articles of association to the satisfaction of PNBHFL to ensure compliance of the terms and conditions of the Loan Documents.

uu) **Right to inspect:** The Borrower(s) agrees that PNBHFL or any Person authorized by PNBHFL will be allowed to have free access to the Property for the purpose of inspection, or supervising and inspecting the progress of construction/renovation, make evaluation of Receivables of the Borrower(s) and the account of Construction/renovation at the Borrower(s) cost to ensure proper utilization of the Loan, to ensure adherence to the standard operating procedure, terms of the RBI Guidelines, the Loan Documents and the extant regulatory requirements under applicable law and thereafter, till any of the Loan Amount is outstanding. The Borrower(s)/Security Provider shall also permit similar inspection of the same by such other companies, credit bureaus or bodies as PNBHFL may appoint or authorize for the purpose of the Loan. Borrower(s)/Security Provider undertake(s) that he/she/it/they shall also deposit with PNBHFL such tangible evidence such as photographs etc. of the Construction being undertaken in the Property. All expenses arising from or incidental to the visit of the authorized person and taking of photocopies of the documents shall be borne by the Borrower(s).

All Borrower's records with respect to any matters covered by this GTC shall be made available to the RBI, National Housing Board or their designees at any time during normal Business Hours, as often as the RBI deem/s necessary, to audit, examine, and make excerpts or transcripts of all relevant data. The scope of such audit shall include scope of work being covered under GTC and financial information related to the services and any other requirements of statutory and regulatory authorities. The authorities may seek any information and PNBHFL shall be bound to provide the same.

vv) **Right to conduct legal due diligence and technical valuation/verification of the Property:** The Borrower(s) agrees and acknowledges that PNBHFL or any Person authorized by PNBHFL reserves the right to conduct legal and technical valuation/verification of the Property, at any time, until such time, the entire Amounts Due are paid by the Obligor(s) as per satisfaction of PNBHFL. All the costs and expenses in relation to the legal due diligence and technical valuation/verification of the Property shall be borne by the Borrower(s).

## 5.2 Negative Covenants:

The Obligor(s), as may be relevant, further covenant(s) with PNBHFL that until the entire Amounts Due are paid by the Obligor(s) as per satisfaction of PNBHFL, the Obligor(s), shall not, without prior written permission of PNBHFL :

- a) **Possession:** Subject to the provision of Article 2.8.7 hereof, let out or give on leave or license or otherwise howsoever part with the possession (whether existing or to happen in future) of the Property or any part thereof.
- b) **Alienation and easement:** Sell, mortgage, lease, sub-lease, surrender or otherwise howsoever alienate, encumber or create any third party interest in the Property or any part thereof in any manner whatsoever may be, the Security or any part of the Security, or create or allow to exist any Security in the Property, other than as agreed to by PNBHFL. The Borrower(s) shall not create any right of way or any other easement of the Property.
- c) **Agreement & arrangements:** Subject to Article 5.2(a) above, enter into any agreement or arrangement

with any Person/institution/local/Government Authority for the use, occupation or disposal of the Property or any part thereof during the pendency of the Loan. The Borrower(s) shall not execute any document, such as POA, or any other similar or other deed, in favour of any person to deal with the Property in any manner whatsoever, except in favour of PNBHFL in the manner required by PNBHFL. The Borrower(s)/Security Provider shall not enter into any agreement for cancellation of the sale deed/agreement to sell/title deed entered into by the Borrower(s)/Security Provider for the purchase of the Property.

- d) **Change of use:** The Borrower(s)/Security Provider shall not change the nature of use of the Property; if the Property is used for any purpose other than residential purpose, in addition to any other action which PNBHFL might take against the Borrower(s), PNBHFL shall be entitled to charge in their sole discretion such higher rate of Interest as it might deem fit in the circumstances of the case, including withholding of further Disbursements, if any.
  - e) **Amalgamation or partition of Property etc.:** Amalgamate or merge the Property or any part thereof with any other property. Further, the Borrower(s)/Security Provider shall not effect any oral or other partition of the Property in any manner, or enter into any family arrangement, or use it for the purpose of business or any purpose other than the Purpose.
  - (f) **Surety or guarantee:** Stand surety for anybody or guarantee the repayment of any loan or borrowing or overdraft or the purchase of any other asset (or other assurance against financial loss), other than as provided herein.
  - g) **Leaving India:** Leave India for employment/business/stay abroad for long term without full Repayment of the Amounts Due including but not limited to Prepayment charges as per the rules of PNBHFL then in force and change of residential status from resident Indian to non-resident Indian.
  - h) **Power of Attorney:** 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.
  - i) **Third Party Borrowing:** Borrow from any source or charge any property until the entire Amounts Dues payable by the Borrower(s) to PNBHFL are paid in full, as per PNBHFL's satisfaction.
  - j) **Cancellation or modification of Sale Deed:** Enter into any agreement for cancellation of/cancel the sale deed/agreement to sell and/or modification of/modify the sale deed/agreement to sell entered into by the Borrower(s) for the purchase of the Property.
  - k) Subject the Security or any part thereof to any family arrangement or partition or convert the Security as part of HUF property or execute any power of attorney or other similar deed in favour of any other person to deal with such Security in any manner.
  - l) Permit any change in the ownership or control of the Borrower(s);
  - m) make any amendments/modifications in its Memorandum of Association and Articles of Association and/or any other constitutional documents;
  - n) declare any dividend if any installment towards principal or interest remains unpaid on its Due Date;
  - o) **Merger and Amalgamation:** If the Borrower(s), decide or enter into any scheme of merger, amalgamation, compromise or reconstruction without the prior written consent of PNBHFL;
  - p) In case of the Borrower(s) being a trust, make any disbursements to any of its beneficiaries, as also to make any distributions of the trust property/trust fund or any part thereof, to any of its beneficiaries. Any disbursements/distribution or payment made contrary to this Article shall be void and the PNBHFL shall be entitled to assail the same and require the trustee/beneficiaries to reverse such disbursement/distribution.
- 5.3 For so long as the Amounts Due or any part thereof is still outstanding or remain unpaid, the Obligors shall not:
- a) create Encumbrance(s) on the Security in favour of any Person without the consent of PNBHFL in writing; and
  - b) receive, compound or realize the Security nor do anything whereby the recovery of the same may be impeded without the prior written consent of PNBHFL and shall keep proper books of account of their business and shall at any time when required produce such books for inspection of PNBHFL and allow PNBHFL (through its employees and agents) to have access thereto and to make copies of or extracts therefrom.

## **ARTICLE: 6**

### **BORROWER'S REPRESENTATIONS & WARRANTIES**

The Borrower(s) and the Security Provider, wherever necessary and as may be relevant represents, warrants and undertakes on its behalf and on behalf of the Security Provider to PNBHFL that:

## 6.1 Constitution and Authority:

- (a) where the Borrower(s) is a partnership firm:
- i. it is availing the Loan/creating the Security on the terms of its partnership deed and does not conflict with the provisions of the partnership deed or the Indian Partnership Act, 1932 or any other Law for the time being in force;
  - ii. the availing the Loan/ creating the Security is being made by and on behalf of the partners (and binds all the partners jointly and severally), and that the partnership is in force and existing, and the availing of Loan/ creation of the Security has been ratified by all of the partners, jointly and severally;
  - iii. no minor have been admitted to the benefits of the partnership or no minor interest exists in the partnership on the date of execution of the Loan Documents;
  - iv. none of the partners is/are director on the board of directors of PNBHFL/other banking company;
  - v. none of the partners is/are Relatives of any director or senior officials of PNBHFL/other banking company;
  - vi. none of the partners appear as defaulter/wilful defaulter under the lists prepared by RBI/ECGC/ financial institutions/banks;
  - vii. none of the partners are defaulters/unscrupulous defaulters as per the CIBIL/RBI list of defaulters (or otherwise) and are not otherwise involved with, or party to, any transaction entailing non-performing assets or one time settlement; and
  - viii. the Borrower(s)/Security Provider shall promptly notify PNBHFL of any and every change in the constitution of its partnership whether on account of the admission of a new partner or the retirement, death or insolvency of any partner and none of the partners shall take any steps for dissolution of partnership at any time during the term of the Loan Documents.
- (b) where the Borrower(s) is a company, confirms that:
- (i) the Borrower(s)/Security Provider is not precluded under any Law including under the Companies Act, 2013 from availing of Loan/ creation of the Security;
  - (ii) None of the directors is/are director on the board of directors of PNBHFL/other banking company;
  - (iii) None of the directors is/are Relatives of any director or senior officials of the PNBHFL/other banking company;
  - (iv) None of the directors appear as defaulter/wilful defaulter under the lists prepared by RBI/ECGC/financial institutions/banks;
  - (v) None of the directors are defaulters/unscrupulous defaulters as per the CIBIL/RBI list of defaulters (or otherwise) and are not otherwise involved with, or party to, any transaction entailing non-performing assets or one time settlement;
  - (vi) all necessary corporate or other necessary action has been taken to authorize and that the Borrower(s) has corporate ability and authority to avail the Loan and create the Security; and
  - (vii) availing of Loan and creation of the Security does not contravene any provisions of the memorandum of association and the articles of association of the Borrower's company, or any law, regulation or contractual restriction or obligation or undertaking binding on or affecting the Borrower(s).
- (c) where the Borrower(s) is a limited liability partnership, confirms that:
- (i) the Borrower(s) is not precluded under any Law including under the Limited Liability Partnership Act, 2008 from availing of Loan/creation of the Security;
  - (ii) all necessary corporate or other necessary action has been taken to authorize, and that the Borrower(s) has corporate ability and authority, to avail the Loan and create the Security; and
  - (iii) availing of Loan and creation of the Security does not contravene any provisions of the limited liability partnership agreement, or any law, regulation or contractual restriction or obligation or undertaking binding on or affecting the Borrower(s).

- (d) where the Borrower(s) is a co-operative society or a trust it also confirms that:
- (i) availing of Loan/creation of Security on the terms and conditions stated herein is within the scope of the its constitutional documents / trust deed and does not conflict with the provisions of the trust deed/bye-laws/regulations as currently in force;
  - (ii) availing of Loan/creation of Security is being made by and on behalf of the co-operative society or a public trust and that the co-operative society or a public trust is in force and existing, and the availing of Loan/creation of the Security has been ratified by appropriate resolutions/ authorizations; and
  - (iii) availing of Loan/creation of the Security has been duly authorized and does not contravene any provisions of the trust deed/bye-laws/regulations as currently in force, or any Law, regulation or contractual restriction or obligation or undertaking binding on or affecting the fund or its Assets.
- (e) where the Borrower(s) is a HUF, it also confirms that:
- i. no minor interest is involved and the Karta declares that the above equally binds each of the co-parceners and beneficiaries of the HUF and all the co-parceners, without any unreasonable delay, will sign the Loan Documents;
  - ii. the Karta declares that the Loan is for the benefit of each of the co-parceners and beneficiaries of the HUF;
  - iii. the availing of Loan/creation of Security does not contravene any provisions of any Law, regulation or contractual restriction or obligation or undertaking binding on or affecting the individual or its Assets and he/she can avail the Loan/create the Security;
  - iv. karta/members of HUF is not a director on the board of directors of PNBHFL/other banking company;
  - v. karta/members of HUF is not a Relative of any director or senior officials of PNBHFL/other banking company;
  - vi. karta's/members of HUF's name does not appear as defaulter/wilful defaulter under the lists prepared by RBI/ECGC/financial institutions/banks; and
  - vii. karta/members of HUF is not a defaulter/unscrupulous defaulter as per the CIBIL/RBI list of defaulters (or otherwise) and is not otherwise involved with, or party to, any transaction entailing non-performing assets or one time settlement
- (f) where the Borrower(s) is an individual:
- i. confirms that he/she has capacity to contract;
  - ii. the availing of Loan/creation of Security does not contravene any provisions of any law, regulation or contractual restriction or obligation or undertaking binding on or affecting the individual or its Assets and he/she can avail the Loan/create the Security;
  - iii. he/she is not a director on the board of directors of PNBHFL/other banking company;
  - iv. he/she is not a Relative of any director or senior officials of PNBHFL/other banking company;
  - v. his/her name does not appear as defaulter/wilful defaulter under the lists prepared by RBI/ECGC/ financial institutions/banks; and
  - vi. he/she is not a defaulter/unscrupulous defaulter as per the CIBIL/RBI list of defaulters (or otherwise) and is not otherwise involved with, or party to, any transaction entailing non-performing assets or one time settlement.
- (g) where the Borrower(s) is a private trust, also confirms that the trustees have the power to avail the Loan/ create the Security and such availing of Loan/creation of Security does not contravene any provisions of the trust deed as currently in force, or any law or contractual restriction or obligation or undertaking binding on or affecting the trust or its Assets.

6.2. The Borrower(s) has entered into Loan Documents and signed the same out of his own free consent and no undue influence or coercion has been exercised upon him to do so.

- 6.3. The Borrower(s) shall ensure that Security Provider is fully empowered to enter into the security documents and to perform obligations under the relevant security documents and the same is duly signed and delivered by the Security Provider as may be required, and constitute legal, valid and binding obligations of the Security Provider, as the case may be, enforceable against him/her/it/them in accordance with their respective terms.
- 6.4. The Borrower(s)/Security Provider declares, assures and warrants that nothing in the Loan Documents conflicts with any law, regulation or bye law of the Central or a State Government or any local or revenue/tax or statutory authority or any such other authority, which is binding on the Borrower(s)/Security Provider. The Borrower(s)/Security Provider's dues under the Loan Documents shall not be affected, impaired or discharged by insolvency or death of the Borrower(s)/Security Provider.
- 6.5 The Borrower(s)/Security Provider declares that all the amount including the amount of own contribution paid/payable in connection with the Property as well as any security for the Loan is/shall be through legitimate source and does not, shall not constitute an offence of money laundering under the Prevention of Money Laundering Act, 2002.
- 6.6 The Borrower(s) agrees and undertakes that the Security Provider(s) shall create the appropriate Security in favour of PNBHFL and that the Borrower(s)/Security Provider shall not create any Encumbrance, charge, lien, hire, lease or any security interest whatsoever in the Security so created or any of them in favour of any other Person or body, except with the prior written consent of PNBHFL. The Security created by the Borrower(s)/Security Provider(s) under the security documents and the Loan Documents shall continue and remain in force till such time the Amounts Due under the Loan Documents and any other obligations of the Borrower(s) are fully discharged to PNBHFL by issuance of a certificate of discharge. The Security created under the security documents and pursuant to the Loan Documents and the liability of the Borrower(s)/Security Provider shall not be affected, impaired or discharged by winding up (voluntary or otherwise) or by any merger or amalgamation, reconstruction, takeover of the management, dissolution or nationalization (as the case may be) of the Borrower(s)/Security Provider.
- 6.7 **Confirmation of Loan Application:** The Borrower(s) confirms the accuracy, authenticity, genuineness and legal validity of the information, document, statements given/provided by him/her/them, either in his/her/their Loan Application made to PNBHFL, or otherwise during the subsistence of the Loan Documents/Loan, and any prior or subsequent information or explanation given to the PNBHFL in this behalf, whenever PNBHFL so desires. Any such information/document/statement in possession of PNBHFL shall be deemed to have been given by the Borrower(s).
- 6.8 **Power of Borrower(s):** The Borrower(s) has power and all necessary authorizations to own the Property and carry on any business and/or profession that the Borrower(s) conducts/practices, and to enter into the Loan Documents and any Security, the Borrower(s)/Security Provider provides and to comply with the Borrower(s) obligations and exercise the Borrower(s) rights and obligations thereunder.
- 6.9 **Power of third party Security Provider:** The third party Security Provider has power and all necessary authorization to own and/or to provide the Security in terms of the provisions of the Loan Documents.
- 6.10 **Valid obligations:** The Borrower(s)' obligations under the Loan Documents and any Security (and the obligations of any Security Provider) are valid, binding and enforceable, and neither the Borrower(s) nor any Security Provider will be in breach of any Law, authorization, document or agreement by entering into or complying with obligations or exercising rights under the Loan Documents or any Security.
- 6.11 **Disclosure of material changes:** Subsequent to the Loan Application, there has been no material change which would affect the purchase of the Property/Construction of a dwelling unit on the land comprising the Property or the grant of the Loan by PNBHFL as per the request of the Borrower(s) contained in the Loan Application.
- 6.12 **Charges and Encumbrances:** There are no Encumbrances of whatever nature, on the Property or Assets, except the charge created/to be created in favour of PNBHFL. Further, there is no right of way, light or water or other easement or right of support on the whole or any part of the Property of the Borrower(s)/Security Provider.
- 6.13 **Disclosure of defects in Property:** The Borrower(s)/Security Provider, is/are not aware of any document, judgment or legal process or other charges or any latent or patent defect affecting the title of the Borrower(s)/Security Provider in the Property or of any material defects in the Security which has remained undisclosed and/or which may affect in the interests, rights and claims of PNBHFL prejudicially or adversely, or which might have caused PNBHFL not to enter into this GTC or provide the Loan.
- 6.14 **Litigation and infringement of Laws:** The Borrower(s)/Security Provider is/are neither a party to any litigation nor is aware of any facts likely to give rise to any litigation resulting in material claims against the Borrower(s)/Security Provider or in respect to the Property. Further, that no suit or proceeding is pending in or before any authority, office or any other Court of Law in respect of the property to be mortgaged with PNBHFL nor has the Borrower(s)/Security Provider been served with any notice or any other process for infringing the

provisions of Law or any Government Authority.

- 6.15 **Immunity from jurisdiction:** The execution by the Borrower(s) of the Loan Documents and the security documents by the Security Providers constitute acts done and performed for the Purpose for which the Loan has been sought and granted to the Borrower(s) and the Borrower(s)/Security Provider shall not be entitled to claim immunity for himself or any of his Assets from suit, execution, attachment or legal process in any proceedings in relation to the Loan Documents or the security documents.
- 6.16 **Trustee or agent:** The Borrower(s) is not entering into this GTC or transacting with PNBHFL as a trustee, agent or nominee.
- 6.17 **Public schemes affecting the Property:** The Property is not included in or affected by any of the schemes of the Government Authority or of the improvement trust or any other public body, a local body or by any alignment, widening or construction of road under any scheme of any Government Authority. The Borrower(s) certifies that the Property is completely and absolutely unencumbered before the Loan is taken and it is situated at place which is served by a municipal body set up under some Law.
- 6.18 **Defaulter:** The Borrower(s) name and/or the name of any of the Security Provider is/are not included in any defaulter list nor has the Borrower(s)/Security Provider been declared to be a wilful defaulter.
- 6.19 **Relation with PNBHFL:** The Borrower(s) or its director/partner/trustee/executive member/or any of the Security Provider is not one of the PNBHFL' directors or senior officers, and has no relationship with the PNBHFL' directors or senior officers or any director of any other housing finance company/bank (including any scheduled co-operative Bank, trustee fund, mutual fund or venture capital fund).
- 6.20 **Due payments of Public and other demands:** The Borrower(s) has/have paid and until the repayment of the Amounts Due under the Loan payable by the Borrower(s) under the Loan Documents, will pay when due, all public demands such as income tax and all the other taxes and revenues payable to the Government Authorities of any State or to any local authority and that at present there are no arrears of any Taxes and revenues due and outstanding in relation to the Property.

## ARTICLE: 6A

### 6A.1 Cross Collateralization

Any security(ies) furnished by the Borrower(s)/ Security Provider, under any other agreement entered into/to be entered into with PNBHFL, or either of them or any group companies, its affiliates shall be deemed to be the Security(ies) under the Loan Documents and PNBHFL shall be entitled to exercise any or all rights under the respective agreements including but not limited to exercising right over any security(ies)/charges/ mortgages available to PNBHFL under any of the loans including the present Loan extended by PNBHFL. The Borrower(s) agrees that the Security(ies) offered in respect of the Loan Documents, shall be deemed to be continuing security(ies) in respect of other loan(s) availed/to be availed by the Borrower(s) from PNBHFL and shall not be discharged till such time all the loan(s) are fully discharged to the satisfaction of PNBHFL.

### 6A.2 Right of Lien and Set-off

The Borrower(s)/Security Provider hereby agrees, confirms and undertakes that PNBHFL during the currency of the Loan, shall have a lien/charge over the Escrow Account or shall have a right to set off the Escrow Account with notice to the Borrower(s) and shall also have charge over all movable property of every description coming into their possession on account of the Borrower(s) or any one of them for the time being held by PNBHFL on behalf of the Borrower(s) or any one of them whether singly or jointly with others in India or elsewhere including, without prejudice to the generality, any monies bullion, deposits, deposit receipts, promissory notes, bill of exchange, cheques, railway receipts, Government bills and other documents of every description.

## ARTICLE: 7

### EVENT OF DEFAULT & REMEDIES

- 7.1 The following events/actions shall constitute an Event of Default under this GTC:
- a) **Non-payment of Amounts Dues:** Default in or non-payment of Amounts Due or any other dues payable to PNBHFL in terms of the Loan Documents on or before the Due Date as provided in the Loan Documents;
  - b) **Non- creation and perfection of Security:** Non-creation and perfection of Security within time specified or within the extended time period, in terms of the Loan Documents;
  - c) **Non-performance of covenants:** Non-performance of any covenant, breach of conditions, representations or warranties or agreements on the part of the Borrower(s) with respect to the Disbursement of the Loan under the Loan Documents or any other agreement/document/deed/bond etc. between the Borrower(s)

and PNBHFL or the agreement/document/deed/bond etc., executed in favour of PNBHFL;

d) **Supply of misleading information:** Any information given by the Borrower(s) in his/her/their Loan Application, or financials provided to PNBHFL, and/or any other document/ certificate/receipt/statement etc., to PNBHFL is found to be misleading or incorrect in any material respect or any warranty referred to in Article 6 of this GTC is found to be incorrect;

e) **Cross Default:** Occurrence of any of the following:

- (i) any debt of the Borrower(s) is not paid when due nor within any originally applicable grace period;
  - (ii) reasonable apprehension that the Borrower(s) is unable to pay his / her / their other debts;
  - (iii) any event of default or a potential event of default (however described), which with the lapse of time or giving of notice may become an Event of Default, occurs under any contract or document relating to any debt;
  - (iv) any commitment for any debt of the Borrower(s) is cancelled or suspended by a creditor as a result of an Event of Default (however described);
  - (v) any creditor of the Borrower(s) becomes entitled to declare any debt due and payable prior to its specified maturity as a result of an Event of Default (however described);
  - (vi) any default by the Borrower(s) under any other credit facility agreement or arrangement with PNBHFL or its group companies, affiliates or its successors-in-interest or any other bank/financial institution/non-banking financial company/housing finance company, other creditor(s) and/or PNBHFL; and
  - (vii) any encumbrance over any assets of the Borrower(s)/Security Provider to secure any other debt becomes enforceable.
- f) **Depreciation of Security:** If any Property on which the Security for the Loan is created depreciates in value to such an extent that in the opinion of PNBHFL additional security should be given by the Borrower(s)/Security Provider to adequately secure the repayment of the Amounts Due and the Borrower(s)/Security Provider(s) refuses to or is negligent in providing such Security or is unable to provide such Security for any reason whatsoever;
- g) **Sale or Disposal or Alienation of Property:** If the Security or any part of the Security is let out, given on leave or licence, sold, disposed off, charged, encumbered or otherwise alienated in any manner whatsoever, without the prior written consent of PNBHFL;
- h) **Attachment or Distrait on Security:** If an attachment, confiscation or distrait is levied on the Security or any part thereof and/or recovery/certificate proceedings are taken or commenced for recovery of any dues from the Borrower(s);
- i) **Illegal Purpose:** If the Purpose for which the Loan has been obtained becomes illegal on account of any promulgation, amendment, modification or re-enactment of any statute, notification, circular or order etc;
- j) **Deviation from plan of relevant authority:** If there is any deviation from approved/sanction plan as provided by the relevant authority(ies) in relation to the Property;
- k) **Non-deposit of Receivables:** In the event the Receivables are not being deposited into the Escrow Account by the lessee/tenant/licensee/occupant;
- l) **Failure to furnish information/documents/PDCs/NACH or any other accepted Loan repayment mode:** If the Borrower(s) fails to furnish any information/documents/PDCs/NACH deemed necessary in the sole discretion of PNBHFL and as required by PNBHFL for any reason whatsoever;
- m) **Non-payment/non-renewal of cheque:** If a cheque in respect of any monthly payment is not paid on the date thereof or where any such cheque is not renewed before the date of its payment, including where there is any dishonour of a cheque drawn and executed by the Borrower(s) or anybody for and on behalf of the Borrower(s) towards repayment of the Amounts Due and payable by the Borrower(s) to PNBHFL under the Loan Documents or any other document executed by and between PNBHFL and the



Borrower(s);

- n) **Default in case of lease rental discounting facility:** If the Borrower(s) fails to maintain the minimum amount in DSRA as specified in Article 5.1 (ii) or keeps the property vacant in case of lease rental discounting facility;
- o) **Failure to inform Event of Default:** If the Borrower(s) fails to inform to PNBHFL, 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;
- p) **Failure to deliver balance confirmation:** If the Borrower(s) fail to sign and deliver to PNBHFL the balance confirmation with respect to the Amounts Due as and when required by PNBHFL from time to time for confirmation of the Borrower(s);
- q) **Security becoming unenforceable:** If any Security (ies) or guarantee, whether personal guarantee or corporate guarantee provided by the Borrower(s)/ Security Provider(s) as additional securities for the purpose of securing the Repayment of the Amounts Due becomes unenforceable or infructuous for any reason whatsoever or the enforceability of the same is challenged by the Borrower(s) or any other person before any court, tribunal, quasi-judicial body, competent authority etc;
- r) **Short payment with respect to the Amounts Due:** Any short payment of any demand raised by PNBHFL under the terms of the Loan Documents;
- s) **Death of the Obligor(s):** If the Obligor(s) dies and the legal heirs, successors and assigns of the Obligor(s) do not or otherwise for any reason whatsoever fails to execute a supplementary agreement, in the format acceptable to PNBHFL, within the time as may be stipulated by PNBHFL in their sole discretion, agreeing to substitute themselves in place of the deceased Obligor(s);
- t) **Delay in commencement of Construction:** If the Borrower(s) fails to commence Construction as committed and informed to PNBHFL in the Loan Application;
- u) **Abandonment of Construction of the Property etc.:** The Construction of the Property is abandoned before the completion thereof or where the Construction of the Property was to be completed in a time bound manner, the Construction of the Property has not been completed within such stipulated time, unless such extension has been expressly agreed to in writing by PNBHFL, and such extension is otherwise not in violation of any Law in force;
- v) **Withdrawal of requisite permissions by the competent authorities:** Any subsequent withdrawal of requisite permissions authorization, certificate etc. issued by the competent authorities in relation to Construction of the Property;
- w) **Bankruptcy or Insolvency:** If the Borrower(s)/Security Provider commits an act of insolvency or if the Borrower(s)/Security Provider make(s) any application for declaring himself/herself/itself insolvent or if an application for declaring the Borrower(s)/Security Provider as an insolvent/bankrupt is made and any order is passed by any court/tribunal/ quasi-judicial authority/any other competent authority for taking the Borrower(s)/Security Provider into insolvency or if the Borrower(s)/Security Provider is/are declared insolvent or bankrupt or if a receiver or official assignee is appointed in respect of any property or estate of the Borrower(s)/Security Provider;
- x) **Litigation:** If any litigation or proceedings (including arbitration or conciliation proceedings or administrative proceeding) is initiated, applied or threatened against the Obligor(s) or any orders or decrees are passed against or notice are received by an Obligor(s);
- y) On the lunacy or other disability of the Obligor(s);
- z) If Borrower(s)/Security Provider creates any Encumbrance over the Security, or otherwise takes any action towards creation of such Encumbrance over the Security without prior written consent of PNBHFL;

- aa) If the Borrower(s)/Security Provider acts/or desists from acting in any manner which will jeopardize or endanger the Security, rights, title or the powers vested in PNBHFL under the POA from being exercised solely by PNBHFL (acting through authorized representatives);
- bb) If any representations or statements or particulars made in the Obligor(s)'s proposal/ Loan Application herein are found to be incorrect or the Obligor(s) commits any breach or default in performance or observance of this Agreement or any documents creating Security or fail to keep or perform any of the terms or provisions of any other agreement between PNBHFL and Obligor(s) in respect of this Loan;
- cc) If the Obligor(s) suffers any Material Adverse Effect on the Obligor(s)'s financial condition or profits or business and of any material change in the Obligor(s)'s business;
- dd) If the Borrower(s) or the Security Provider(s) is convicted under any criminal law in force;
- ee) If the Obligor(s) has taken action for its re-organization without the prior written approval of PNBHFL or there is any change in ownership structure of the Obligor(s);
- ff) If the Property for which Loan is availed and/or the Security is: (i) destroyed beyond repair for any reason whatsoever; (ii) used for any illegal or unlawful purposes; or (iii) attached or seized or becomes a part of any other legal proceeding;
- gg) An Obligor(s) ceases or threatens to cease to carry on its business;
- hh) Commitment of any fraud by an Obligor(s);
- ii) If the Obligor(s) fails to fulfil and comply the "Know Your Customer" ("KYC") requirements of PNBHFL or all other terms and conditions as may be prescribed by RBI or by PNBHFL from time to time;
- jj) In such other cases/circumstances as PNBHFL may deem fit and proper.

7.2 **Notice to PNBHFL on the happening of an Event(s) of Default:** If any Event of Default or Potential Event of Default has occurred, the Borrower(s) shall, forthwith give notice to PNBHFL in writing specifying the nature of such Event of Default, or Potential Event of Default and the steps being taken to remedy / verify the same.

7.3 In the event of PNBHFL exercising its power to recall the Loan, the Borrower(s) hereby agrees, confirms and undertakes that irrespective of the period for which the Loan is granted, PNBHFL is hereby entitled to debit the Escrow Account up to the extent of Amounts Due. In the event, the amount lying and credited to the Escrow Account is insufficient to pay the Outstanding Amount; the Borrowers shall immediately upon intimation by PNBHFL pay the deficient amount to PNBHFL to meet such shortfall.

7.4 In the Event(s) of Default, the Borrower(s) hereby irrevocably authorize PNBHFL to issue necessary irrevocable instruction(s) to its/his/her/their banker with whom the Escrow Account is maintained to debit the Amounts Due lying in the Escrow Account and pay the same to PNBHFL.

7.5 Without prejudice to the provisions of Article 7.3 or 7.4 mentioned above and on happening of an Event of Default, PNBHFL may ask, at their sole discretion, the Borrower(s) to pay the Amounts Due by way of cheque or demand draft of the relevant Amounts Due.

7.6 **Remedies on the happening of Event of Default:**

Without prejudice to or affecting or diluting the rights of PNBHFL under the Loan Documents or under any applicable Law, if any Event of Default occurs or is outstanding, PNBHFL) may at any time with immediate effect by a notice in writing to any of the Obligors:

- a) cancel the Loan, whereupon no further utilisation may be made of the Loan; and/or
- b) declare all Amounts Due, owing or outstanding (whether or not then otherwise due) under the Loan as being immediately due and payable or otherwise payable on demand. Notwithstanding anything to the contrary in the Loan Documents, the PNBHFL' right to recall the Loan shall be without prejudice and in addition to the right to charge Overdue Charges in terms of this GTC;

- c) enforce Security created by the Obligors in favour of PNBHFL;
- d) exercise any and all rights specified in the Security Documents and other Loan Documents;
- e) enter upon and take possession of the Property of the Security Provider; or transfer the Property of the Security Provider by way of lease or leave and license or sale to any Person;
- f) instruct any Person, who is liable to make any payment to the Borrower(s), to pay directly to PNBHFL;
- g) exercise such other remedies as permitted or available under Applicable Law (including SARFAESI Act and IBC, as amended from time to time) at the sole discretion of PNBHFL;
- h) PNBHFL or RBI/NHB will have an unqualified right to disclose or publish the details of the default and the name of the Borrower(s)/Security Provider with photograph as defaulters along with the Property and other relevant details in the newspaper or in the manner as PNBHFL or RBI/NHB in their absolute discretion deem fit;
- i) PNBHFL shall have the right to exercise its right and avail of any other remedy (ies) available under the Law for the time being in force;
- j) Reschedule the Repayment and require the Borrower(s) to pay higher equated monthly installments repayment than the EMIs (as defined hereinbefore) and upon receipt by the Borrower(s) of such demand, such higher monthly installment shall become payable, with effect from the time mentioned in the notice or in absence of any such mention, from the date of such notice;
- k) PNBHFL shall have the right to increase the rate of Interest on the Loan and the Borrower(s) shall be liable to repay the Loan as per the revised rate of Interest;
- l) PNBHFL shall have the right to stipulate any other additional condition(s) as they may deem fit;
- m) **Enforcement of Security:**
  - (i) Upon the Security becoming enforceable, PNBHFL shall, without prejudice to their other rights and remedies, be entitled to and shall have absolute power and authority to use discretion to repossess, sell and dispose of the Security or any part of the same by public auction or by private treaty, without (as far as may be) the intervention of the Court in accordance with the remedies available under the Law particularly under the SARFAESI Act, 2002, as and when PNBHFL may, in their absolute discretion, deem fit and to apply the net proceeds of such sale in satisfaction so far as the same extends towards liquidation of the Amounts Due. PNBHFL shall have the power to transfer/sell the Security without any further notice or recourse to the Borrower(s)/Security Provider. The Borrower(s)/Security Provider hereby agrees and undertakes not to raise any dispute as to the time/manner/value at which the Security is transferred / disposed of by PNBHFL and shall ensure that the Security Provider does not raise a dispute and the decision made by PNBHFL shall be final and binding on the Borrower(s)/Security Provider. PNBHFL shall not be liable for any loss arising due to the sale or transfer of the Security under this Article.
  - (ii) Notwithstanding any enforcement pursuant to the provisions of this Article, all the provisions of this GTC shall continue in full force and effect *mutatis mutandis* till such time as the Amounts Due are repaid by the Borrower(s) in entirety.
  - (iii) If the net sum realized by the sale under the provisions of the Loan Documents relevant for the Loan is insufficient to cover the full amount of the Amounts Due of the Borrower(s), the Borrower(s) agrees to pay to PNBHFL forthwith without waiting for PNBHFL's demand such amount as will make up the shortfall.
  - (iv) For the sake of clarity, it is hereby stated that any enforcement action initiated by PNBHFL, pursuant to Article 7.6(b) above, shall be binding upon the Borrower(s)/Security Provider in a manner such that such enforcement action has been initiated by PNBHFL.

7.7 **Expenses of Preservation of Assets of the Borrower and of Collection:** All costs including legal cost/lawyer's fees incurred by PNBHFL after an Event of Default has occurred in connection with:

- (a) preservation of the Borrower(s)/Security Provider's Assets including the Property; and/or

(b) collection of Amounts Due under or in respect of the Loan

shall be charged to the Borrower(s) and be reimbursed to PNBHFL by the Borrower(s), as PNBHFL shall specify.

7.8 The decision of PNBHFL as to whether or not an Event of Default has occurred shall be final and binding upon the Obligors.

## **ARTICLE: 8**

### **INDEMNITY**

1. Without prejudice to the other rights of PNBHFL under this Agreement or applicable Law, the Borrower(s) agrees and undertakes to jointly and severally indemnify, keep indemnified and hold harmless PNBHFL, their directors, employees, officers, representatives and agents from and against any and all costs, charges, expenses, losses, Taxes (including stamp duties), damages, penalties, claims, actions, judgments, suits, proceedings, liabilities (including legal fees and out of pocket expenses) ("**Losses**") by reason of or in connection with this Agreement or under any of the Transaction Documents or any actions, or steps taken pursuant thereto, including arising out of/as a result of:
  - (a) the representations and warranties given by the Borrower(s) under any of the Loan Documents being false or untrue or misleading;
  - (b) the Borrower(s) failing to comply with the provisions of any applicable Laws and any other Law for the time being in force;
  - (c) the Borrower(s) failing to take necessary action to protect the interest of PNBHFL and whole or any part of the properties including the Property;
  - (d) negligence or default on the part any of the Borrower(s) in complying with the provisions of this GTC and the Loan Documents;
  - (e) any Material Adverse Effect;
  - (f) the occurrence of an Event of Default or a Potential Event of Default;
  - (g) any delay in payment of any sums payable or reimbursable by the Borrower(s) to PNBHFL under or pursuant to this GTC and the Loan Documents;
  - (h) the exercise of any of the rights by PNBHFL under this GTC or under any of the Loan Documents as a result of any breach, non-performance of the Borrower(s) of any obligations under this GTC or under any other Loan Documents;
  - (i) taking, holding, protecting or enforcing any Security created pursuant to any Loan Documents;
  - (j) any legal proceeding related to the entering into and/or performance of any Loan Documents or use of the proceeds of the Loan;
  - (k) levy by any Government Authority of any Tax in connection with regularizing or perfecting any of the Loan Documents as may be required under applicable Laws, or getting any of the Loan Documents admitted into evidence, or relying on any Loan Documents for proving any claim;
  - (l) breach of any of the terms and/or conditions of the Loan Documents;
  - (m) any defect in the right, title and interest in the Security;
  - (n) in case of fraud, misrepresentation and/or any omission by the Obligor.

#### **2. Fax and Email Indemnity**

1. The Borrower(s) hereby requests and authorizes PNBHFL to, from time to time (at the PNBHFL's discretion), rely upon and act or omit to act in accordance with any directions, instructions and/or other communication which may, from time to time, be or purport to be given in connection with or in relation to this GTC and the other Loan Documents, by facsimile/email by the Borrower(s) or its Designated Representative.
2. The Borrower(s) acknowledges that:
  - (a) sending information by facsimile/email/other electronic means is not a secure means of sending information;
  - (b) the Borrower(s) is aware of the risks involved in sending facsimile/email/any other electronic mode instructions, including the risk that facsimile/ email/any other electronic mode instructions may:
    - (i) be fraudulently or mistakenly written, altered or sent; and
    - (ii) not be received in whole or in part by the intended recipient;

- (c) the request to PNBHFL to accept and act on facsimile/email/any other electronic instructions is for the Borrower's convenience and benefit only.
3. The Borrower(s) hereby agrees and undertakes to send instructions to PNBHFL by email from the email address as specified by the Borrower(s), from time to time, to PNBHFL. The Borrower(s) understands that the internet/email is not encrypted and is not a secure means of transmission. The Borrower(s) acknowledges and accepts that such an unsecured transmission method involves the risks of possible unauthorized alteration of data and/or unauthorized usage thereof, for whatever purposes. The Borrower(s) exempts PNBHFL from any and all responsibility for such misuse and receipt of information, and holds PNBHFL harmless for any costs, liabilities, damages, judgments, expenses, or losses that the Borrower(s) may suffer or incur due to any errors, delays or problems in transmission or otherwise caused by using the internet/email as a means of transmission.
  4. The Borrower(s) declares and confirms that the Borrower(s) has, for the Borrower's convenience and after being fully aware of, and having duly considered, the risks involved (which risks shall be borne fully by the Borrower(s)), requested and authorized PNBHFL to rely upon and act on instructions which may, from time to time, be given by facsimile/email as mentioned above. The Borrower(s) further declares and confirms that the Borrower(s) is aware that PNBHFL is agreeing to act on the basis of instructions given by facsimile/email only by reason of, and relying upon, the Borrower(s) executing this clause and agreeing, confirming, declaring and indemnifying PNBHFL as done by this clause, and PNBHFL would not have done so in the absence thereof. The provisions of this clause shall apply to any and all matters, communications, directions and instructions whatsoever in connection with the GTC and the other Loan Documents.
  5. PNBHFL may (but shall not be obliged to) require that any instruction should contain or be accompanied by such identifying code or test, as PNBHFL may, from time to time, specify, and the Borrower(s) shall be responsible for any improper use of such code or test.
  6. Notwithstanding anything contained herein or elsewhere, PNBHFL shall not be bound to act in accordance with the whole or any part of the instructions or directions contained in any email/fax and may, in their sole discretion and exclusive determination, decline or omit to act pursuant to any instruction, or defer acting in accordance with any instruction, and the same shall be at the Borrower's risk and PNBHFL shall not be liable for the consequences of any such refusal or omission to act or deferment of action.
  7. In consideration of PNBHFL acting and/or agreeing to act pursuant to the terms of this writing and/or any instructions as provided in this writing, the Borrower(s) hereby agrees to indemnify PNBHFL and keep PNBHFL at all times indemnified from and against all actions, suits, proceedings, reasonable costs, claims, demands, charges, expenses, losses and liabilities, howsoever arising, in consequence of or in any way related to PNBHFL having acted or omitted to act in accordance with or pursuant to any instruction received by fax/email.
  8. Upon receipt by PNBHFL, each instruction shall constitute, and (irrespective of whether or not it is in fact initiated or transmitted by the Borrower(s) and/or by the Designated Representative) shall be deemed (if PNBHFL chose to act upon the same) to conclusively constitute, the Borrower(s)' mandate to PNBHFL to act or omit to act in accordance with the directions and instructions contained therein, notwithstanding that such instruction may not have been authorized or may have been transmitted in error or fraudulently or may otherwise not have been authorized by or on behalf of the Borrower(s) or the Designated Representatives or may have been altered, misunderstood or distorted in any manner in the course of communication.
  9. PNBHFL shall not be under any obligations at any time to maintain any special facility for the receipt of any instructions by way of facsimile/email, or to ensure the continued operations or availability of any such equipment/ technology.
  3. **Tax Indemnity:** Without prejudice to Article 10.16 (Tax Deduction), if PNBHFL is required to make any payment of or on account of Tax on or in relation to any sum received or receivable under or in connection with the Loan Documents (including any sum deemed for purposes of Tax to be received or receivable by PNBHFL, whether or not actually received or receivable) or if any liability in respect of any such payment is asserted, imposed, levied or assessed against PNBHFL, the Obligors shall forthwith upon demand by PNBHFL, indemnify PNBHFL qua such payment or liability together with any interest, penalties, costs and expenses payable or incurred in connection therewith. The Obligors shall: (i) pay, when due, all Taxes required by Applicable Law to be deducted or withheld by it from any amounts paid or payable under the Loan Documents; and (ii) forthwith on demand, indemnify PNBHFL against any loss or liability, which PNBHFL incurs as a consequence of the nonpayment in full or in part, of those Taxes which are required to be paid by the Borrower(s) in pursuance to the Loan Documents.
  4. The indemnification right of PNBHFL under this agreement are independent of, and in addition to, such other rights and remedies as PNBHFL may have at Law or in equity or otherwise, including the right to seek specific performance, rescission restitution or other injunctive relief, none of which right or remedies shall be affected or diminished thereby.
  5. The Borrower(s) undertakes to pay forthwith on first demand being made by PNBHFL of any amount on this account without any demur, reservation, contest, protest whatsoever.

## **ARTICLE: 9**

### **COMMENCEMENT DATE OF THE GTC**

The GTC shall come in force from the date of acceptance of the Disbursement Letter by the Borrower(s) and shall remain in force and effect until all the monies due and payable by the Borrower(s) to PNBHFL under the Loan Documents as well as any other document(s) that may be subsisting/executed between the Borrower(s) and PNBHFL are fully paid, or terminated earlier in terms hereof.

## **ARTICLE: 10**

### **MISCELLANEOUS PROVISIONS**

#### **1. Place and Mode of Payment by the Borrower(s):**

- a) All monies due and payable by the Borrower(s) to PNBHFL under or in terms of the Loan Documents shall be paid to PNBHFL through Escrow Account by way of NACH/ NEFT facility specifically mentioned and informed by PNBHFL or by any other manner as may be specifically approved by PNBHFL. Credit for all payments made by the Borrower(s) by cheque/bank draft drawn will be given only on the date of realization thereof by PNBHFL.
- b) However, any payment of EMI or Interest or part thereof made by any one or more of the joint/co-borrower(s) on account of the Loan availed and any document executed including balance and Security confirmation letter either singly or jointly with one or more of the joint/co-borrowers shall be construed as payment made or document(s) executed on behalf of all the joint-co-borrowers and shall be enforceable against all the joint/co-borrowers as the payment/execution has been made by all the joint/co-borrowers.

#### **2. Notice**

- a) Any notice, demand, statement or communication by PNBHFL to the Obligors:-
  - i) may be sent to the Obligors by personal delivery, post, SMS, MMS, whatsapp, e-mail, facsimile, website or other written or recorded form of electronic communication as permissible under the applicable Law to their address set out in the Loan Documents or the address of the Obligors last known to PNBHFL;
  - ii) if sent by post to an address in India, shall be deemed to have been served forty-eight (48) hours after posting, and if sent by post to an address outside India, shall be deemed to have been served seventy-two (72) hours after posting; and
  - iii) if sent by facsimile, SMS, MMS, whatsapp, e-mail or other written or recorded form of electronic communication, shall be deemed to have been served at the time of sending.
- b) Any notice or communication by the Obligors shall be in writing, may only be sent by personal delivery or pre-paid post addressed to PNBHFL through which the relevant Loan is granted to the Obligors, and will only be effective when actually received by PNBHFL. No oral communication shall bind PNBHFL.
- c) The Obligors agree and confirm that any notice or communication sent to any of the Obligors shall be deemed to have been sent to and received by all other Obligors as well.

#### **3. Other Covenants**

- a) PNBHFL may return the Security, if any, to either/any of the Borrower(s) notwithstanding any contrary advice/intimation from either/any of the Borrower(s) at a later date.
- b) Notwithstanding anything contained in the Loan Documents the Borrower(s) is/are aware that in order to avail/claim benefit under the Income Tax Act, 1961, (as in force from time to time) all the payment 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.
- c) The Borrower(s) hereby agrees, undertakes and confirms that any and all stamp duties, legislation fees or other taxes/levies, in respect of the Loan or in respect of the documents evidencing/concerning the Loan or Amounts Due or any penalty(ies) that may be imposed, shall be borne and paid for solely by the Borrower(s) without claiming any set-off, counter claim, damagers etc. If the Borrower(s) fails to pay the same, PNBHFL will make such payments, in which event such amounts paid by PNBHFL will form part of the Loan disbursed.
- d) The Borrower(s) agrees, confirms and acknowledges that the Borrower(s) shall be liable to pay fees/Other Charges as per Schedule of Charges for availing services after sanction/disbursement of Loan. The Borrower(s)

understands that the Schedule of Charges shall be revised from time to time by PNBHFL and such revision shall be binding on the Borrower(s).

- e) The Borrower agrees to abide all the terms and conditions including but not limited to special conditions, if any, stipulated in the Disbursement Letter issued by PNBHFL to the Borrower(s) and accepted by the Borrower(s).

#### 4. **Disclosure**

- a) The Borrower(s) understands that as a Condition Precedent, the Borrower(s) hereby accords his/ her/their consent for the disclosure by PNBHFL of, information and data relating to the Borrower(s), of the credit facility availed of/to be availed, by the Borrower(s), obligations assumed/to be assumed, by the Borrower(s), in relation thereto and default, if any, committed by the Borrower(s), in discharge thereof.
- b) The Borrower(s) hereby agrees and gives consent for the disclosure by PNBHFL of all or any such: (i) information and data relating to the Borrower(s)/Security Provider; (ii) the information or data relating to any credit facility availed of/to be availed including Security by the Borrower(s); (iii) information relevant for the purposes of credit reference checks, verification, etc., to any third party; and (iv) default, if any, committed by the Borrower(s)/Security Provider, in discharge of such obligation as PNBHFL may deem appropriate and necessary, to disclose and furnish the same to CIBIL/NHB/CERSAI/Government Authority and any other agency/credit bureau authorized by RBI/NHB/any other competent statutory authority.
- c) The Obligors agree and authorize PNBHFL to disclose, from time to time, any information and data relating to the Obligors (including personal sensitive data or information and any information that requires a consent under the Information Technology Act, 2008 and/or any other statute) and/ or the Loan and/or other facilities availed by the Obligors and/or the 'financial information' as defined in Section 3(13) of IBC, in or outside India without requirement of any notice or intimation:
- i) to any of its Affiliates, group companies, their employees, agents, representatives etc;
  - ii) to third parties engaged by PNBHFL for purposes such as marketing of services and products;
  - iii) to any rating agency, insurer or insurance broker of, or direct or indirect provider of credit protection to PNBHFL;
  - iv) to any credit bureau, database/databanks, corporate, banks, financial institutions etc;
  - v) to any Government Authority or other person as required by applicable Law;
  - vi) to any person pursuant to an order or direction of a Government Authority;
  - vii) to any credit information company, other agencies or any information utility or other lenders of the Obligors including who may also use, process the said information and data disclosed by PNBHFL in the manner as deemed fit by them, and who may for consideration or otherwise furnish such processed information and data or products thereof prepared by them, to banks/financial institutions and other credit guarantors or registered users, as may be specified by the RBI / NHB;
  - viii) to any person to (or through) whom PNBHFL assigns or transfers or novates (or may potentially assign or transfer or novate) all or any of its rights and obligations under the Loan Documents/Loan;
  - ix) to any person pursuant to the processing or management of data relating to the Loan or the Obligors;
  - x) to any other person as PNBHFL may deem fit.
- d) The Borrower(s) declares that the information and data furnished by the Borrower(s) to PNBHFL are true and correct. The Borrower(s) undertakes that:
- (i) Such agencies/organisations may use the said information and data disclosed by PNBHFL in the manner as deemed fit by them; and
  - (ii) Such agencies/organisations may furnish for consideration, the processed information and data or products thereof prepared by them, to bank/financial institutions and other credit grantors or registered users, as may be specified by the RBI/NHB.
- e) The Borrower(s) further acknowledge(s) that PNBHFL shall also be entitled to disclose all such information/ documents etc. stated above to any court, tribunal, arbitrator, if so directed/required.
- f) The Borrower(s) hereby further agrees that in case the Borrower(s) fails to pay the Borrower(s)'s dues or commits default in the repayment of the Loan or interest thereon on due date(s), or the account of the Borrower(s) becomes non-performing assets as per the RBI's norms, PNBHFL will be at liberty to disclose or publish in print and/ or electronic media the photograph(s), name(s) and address(es) of the Borrower(s) as willful defaulter along with the details of outstanding dues payable by such Borrower(s), to PNBHFL.
- g) The Borrower(s) specifically waive(s) the privilege of privacy, privity and defamation. The Borrower(s) shall not hold PNBHFL responsible for sharing or disclosing the aforementioned information now or in the future and also for any consequences suffered by the Borrower(s) or others by reason thereof. The provisions of this Article shall survive even after the term/termination of the Loan Documents including this GTC and the repayment of

the Amounts Due by the Borrower(s).

- h) In case of default or potential Event of Default by any of the Borrower(s), without prejudice to the rights of PNBHFL, PNBHFL shall be authorized to inform the employer/directors/partners/members of the Borrower(s) about such default in the manner as PNBHFL shall deem fit.
- i) In case of default or potential Event of Default by any of the Borrower(s), without prejudice to the rights of PNBHFL, PNBHFL shall be entitled to communicate to or with any person or persons with a view to receiving assistance of such person or persons in recovering the defaulted amount. Further the representative of PNBHFL shall be entitled to visit the Property and/or any place of work of the Borrower(s).
- j) The Obligors hereby provide consent to PNBHFL to carry out the KYC and other requisite checks by such processes as may be permissible under applicable Law including authentication/verification of documents or details submitted for KYC purpose, accessing and procuring data from databases maintained by statutory or other Government Authority. The Obligors expressly authorise/consent to PNBHFL, its various service providers or agents, including for marketing, collections and recovery agents to contact the Obligors telephonically, through e-mails, telephones, messages, SMS, Whatsapp or other applications or otherwise even if the names of the Obligors appear in the Do Not Call or Do Not Disturb Register to inform the Obligors about the marketing schemes, various financial and/or investment products and/or offerings of other services, Amounts Due under the Loan Documents or any other aspect pertaining to any facilities availed or to be availed by the Obligors. The Obligors also expressly declare that such e-mails, telephonic calls, messages, SMS, Whatsapp messages etc. from the tele-callers, agents and/or service provider of PNBHFL and its associates, Affiliates and/or group companies will not cause any inconvenience to them and/or their family members. The Obligors expressly and irrevocably consents that for any claim against the service providers, PNBHFL shall not be liable and the claim of the Obligors (or any of them) on this account shall be against the service providers and/or tele-callers. The Obligors agree to the use of e-mails, messages, SMS, Whatsapp and/or other applications for communication or sharing of information or documents, agree to abide by the terms and conditions of such applications and agree to the risks associated with such applications or sharing of information through them.

#### 5. **Appointment of collection agents**

The Borrower(s) expressly recognize(s) and accepts that PNBHFL, without prejudice to their right to perform such acts themselves or through their officers or servants, be absolutely entitled and have full powers and authority to mutually appoint one or more party(ies) of their choice and to transfer and delegate to such party(ies) the right and authority to collect on behalf of PNBHFL all unpaid dues and to perform and execute all act(s), deed(s), matter(s) and thing(s) connected therewith or incidental thereto including sending notices of demand, receiving the outstandings (in cash/draft/cheque) from the Borrower(s), entering into a compromise with the Borrower(s), giving a valid receipt and granting effectual discharge to the Borrower(s) and generally performing all lawful acts as the third party(s) may consider appropriate for the purpose.

#### 6. **Right To Delegate**

PNBHFL shall, without prejudice to its rights to perform such activities itself or through its office employees, be entitled to appoint one or more person(s) ("**Service Providers**") as PNBHFL may select and to delegate to such party all or any of its functions, rights and powers under the Loan Documents including the rights and authority to receive on behalf of PNBHFL from the Obligors all Amounts Due and to perform and execute all lawful acts, deeds, matters and things connected therewith and incidental thereto. The Obligors expressly and irrevocably consent that for any claim against the Service Providers, PNBHFL shall not be liable and the claim of the Obligors on this account shall be against the Service Providers only.

#### 7. **Inspection Rights**

Any nominee of PNBHFL shall, without any notice and at the risk and expense of the Obligors, be entitled at all times to enter the Security to inspect, value, insure, superintend and check and all documents and information in relation to the Security.

#### 8. **Costs and Expenses**

- a) The Obligors hereby agree that the processing fees and other fees and charges paid to PNBHFL are non-refundable in nature and that the Obligors shall pay the costs, fees, charges etc. as mentioned in the Loan Documents. In addition to the same, the Obligors shall pay all the costs, charges, fees (including attorney fees), expenses, advances, duties, stamp duties (including any increase or differential duties and penalties payable due to an instrument or copy thereof (including electronic record) being brought in any state other than where the same was executed), registration fees/ charges, court fees, penalties etc. as may be applicable for / in relation to preparation, negotiation, preservation, performance, execution, enforcement and/or realisation: (i) of/under the Loan Documents, and/or (ii) in relation to the Loan, and/or (iii) in relation to possession and maintenance of any asset that may be provided as security, release of security etc. from time to time. If required by PNBHFL, the Obligors shall produce receipt thereof evidencing payments.



- b) PNBHFL may, without being obligated to do so, in its sole discretion incur any of the costs, Taxes, charges, fees (including attorney fees), for investigation of title to the Property, Security, preparation, execution, registration of the Loan/Security Documents, expenses, advances, duties, stamp duties, registration fees/charges, court fees, penalties etc. as mentioned in Clause 10.8 (a) above and the Obligors shall forthwith reimburse all such sums paid/incurred by PNBHFL upon demand. All such sums shall carry interest from the date of payment by PNBHFL till such reimbursement to PNBHFL at the rate of Interest and Overdue Charges specified in the Loan Documents. For this purpose, without prejudice to any of its other rights, PNBHFL shall be entitled to debit the Obligors' accounts pending recovery.
- c) In the event the Borrower(s) fails to pay, when due, any sum which it may owe to PNBHFL and PNBHFL has commenced legal proceedings to recover such sum, the Borrower(s) will further pay PNBHFL all advances, charges, cost and expenses including legal fees, incurred or paid by PNBHFL in exercising any right, power or remedy conferred under the Loan Documents (or in the enforcement thereof) and all such sums shall become a part of the Amounts Due secured hereunder and shall be paid to PNBHFL by the Borrower(s) immediately and without delay or demur.
- d) PNBHFL may at any time, add to, withdraw or otherwise vary the fees and charges payable by the Borrower(s) in connection with the Loan. Any revision in the charges shall only be applicable on the Borrower(s) prospectively.

## 9. **Assignment and Transfer**

- a) The Obligors shall not transfer or assign any of their rights or liabilities under the Loan Documents to any person without the prior written consent of PNBHFL.
- b) PNBHFL shall be entitled to sell, assign, novate, securitize or transfer their rights and obligations under the Loan Documents with or without the Security created in their favour (including all guarantees) to any person, association of persons, body corporate, whether incorporated or not, any company, financier, financial institution, non-banking financial company etc. of their choice in whole or in part and in such manner and on such terms and conditions as PNBHFL may decide. Any such sale, assignment, securitization or transfer shall conclusively bind the Borrower(s)/Security Provider and all other persons claiming under the Borrower(s).
- c) PNBHFL shall be entitled to assign the Loan (to such extent as deemed appropriate) to any bank/financial institution in accordance with the terms and conditions contained in the Co-Lending Framework Agreement. It is clarified that upon assignment of the Loan or part thereof by PNBHFL to the Acceding Lender on the terms and conditions contained in the Co-Lending Framework Agreement and any consequent/subsequent documentation entered into pursuant thereto, PNBHFL shall continue to hold the Security in trust for the benefit of itself and the Acceding Lender, with the Security being enforceable (at the election of the Lenders) either by PNBHFL (for and on behalf of itself or both Lenders) or by the Acceding Lender.
- d) The Obligors irrevocably and unconditionally acknowledge and confirm the terms and conditions contained in the Co-Lending Framework Agreement and any consequent/subsequent documentation entered into pursuant thereto. The Obligors waives all rights and remedies to dispute such assignment or the accession of the Acceding Lender.
- e) The Obligors irrevocably and unconditionally confirm they shall continue to be bound by the terms of the Loan Documents and the other documents in relation to the Loan notwithstanding such transfer or assignment by PNBHFL.
- f) Any such action and any such sale, assignment or transfer shall bind the Borrower(s) and the Security Provider to accept other party (ies) as creditor exclusively or as a joint creditor with PNBHFL or as a creditor exclusively with the right to PNBHFL to continue to exercise all powers hereunder (as well as the rights available under the Co-Lending Framework Agreement) on behalf of any other party and to pay such outstanding and dues to any such other party (ies) or as PNBHFL may decide. Any cost incurred by the other party or by PNBHFL for enforcement of their rights and recovery of outstanding and dues shall be to the account of the Borrower(s). The Borrower(s)/Security Provider acknowledge(s) and undertake(s), that upon such sale, transfer, assignment, he will continue to pay all dues under the Loan Documents to the other party. Provided, however, in case of assignment of a portion of the Loan on the terms and conditions contained in the Co-Lending Framework Agreement, the payments of Amounts Due shall be governed in accordance with the Co-Lending Framework Agreement read with any accompanying documentation (such as towards assignment/accession, which are hereby approved by the Borrower) relevant to the induction of the Acceding Lender into the Co-Lending Framework Agreement or the transaction pertaining to the Loan.
- g) Without prejudice to the generality of the foregoing, in the event PNBHFL avails loan assistance from NHB, it shall be entitled to secure the loan assistance so availed/ to be availed by it by creating a charge, mortgage or other

interest in the Security obtained by PNBHFL from the Obligors against the Loan. The Obligors permit PNBHFL to transfer its interest in the Security in favour of NHB.

## **10. Waiver**

No delay in exercising or omission to exercise, any right, power or remedy accruing to PNBHFL upon any breach or default by the Borrower(s) under the Loan Documents or any other document, shall impair any such right, power or remedy of PNBHFL, or shall be construed to be a waiver thereof or any acquiescence by it in any default to PNBHFL, affect or impair any right, power or remedy of PNBHFL in respect of any other default.

## **11. Governing Law and Jurisdiction**

- a) This GTC, including all matters relating to its validity, construction, performance and enforcement, shall be governed by and construed in accordance with Indian law.
- b) The Borrower(s) agrees that any tribunal or court at New Delhi, India shall have the exclusive jurisdiction to settle any disputes in respect of this GTC and that, accordingly, any suit, action or proceedings (together referred to as "**Proceedings**") arising out of or in connection with the Loan Documents may be brought in such courts or the tribunals and the Borrower(s) irrevocably submits to and accepts for itself and in respect of its property, generally and unconditionally, the jurisdiction of those courts or tribunals.
- c) The Borrower irrevocably waives any objection now or in future, to the laying of the venue of any Proceedings in any tribunal or court at New Delhi and any claim that any such Proceedings have been brought in an inconvenient forum, and further irrevocably agrees that a judgment in any Proceedings brought before any tribunal and court at New Delhi shall be conclusive and binding upon it and may be enforced in the courts of any other jurisdiction, a certified copy of which shall be conclusive evidence of such judgment, or in any other manner provided by applicable Law.
- d) Nothing contained in this Clause, shall limit or impair or prejudice or negate any right of PNBHFL to take Proceedings in any other court or tribunal of competent jurisdiction, nor shall the taking of Proceedings in one or more jurisdictions preclude the taking of Proceedings in any other jurisdiction, whether concurrently or not, and the Borrower(s) irrevocably submits to and accepts for itself and in respect of its property, generally and unconditionally, the jurisdiction of such court or tribunal, and the Borrower(s) irrevocably waives any objection it may have, now or in the future, to the laying of the venue of any Proceedings and any claim that any such Proceedings have been brought in an inconvenient forum.
- e) The Borrower(s) hereby consents generally in respect of any Proceedings arising out of or in connection with any Loan Document to the issue of any process, in connection with such Proceedings, including, without limitation, the making, enforcement or execution against any property whatsoever (irrespective of its use or intended use) of any order or judgment which may be made or given in such Proceedings.
- f) To the extent that the Borrower(s) may in any jurisdiction claim for itself or its assets, immunity from suit, execution, attachment (whether in aid of execution, before judgment or otherwise) or other legal process and to the extent that in any such jurisdiction there may be attributed to itself or its assets, such immunity (whether or not claimed), the Borrower(s) hereby irrevocably agrees not to claim and hereby irrevocably waives such immunity in connection with proceedings arising out of the Loan Documents.

## **12. Dispute Resolution**

- a) Any and all disputes, claims, differences arising out of or in connection with the Loan Documents and or the performance of the Loan Documents shall be settled by arbitration to be referred to a sole arbitrator to be appointed in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and any statutory amendments thereof ("**Act**") and the award, thereupon, shall be binding upon the Parties. The place, venue and seat of arbitration shall be in Delhi. The arbitration proceeding shall be conducted in English language. The cost of arbitration, including fees and expenses of the arbitrator, shall be borne by the Borrower(s).
- b) Subject to this Article herein, the Borrower(s) further agrees that all claims, difference and disputes, arising out of or in relation to dealings/transaction made in pursuant to the Loan Documents including any question of whether such dealings, transaction have been entered into or not, shall be subject to the exclusive jurisdiction of the courts at Delhi only.
- c) It is clarified that PNBHFL shall, at its discretion, be entitled to consolidate and combine any arbitral or legal proceedings initiated or proposed to be initiated under this GTC with any arbitral or any other legal proceeding initiated or proposed to be initiated under one or more of the other Loan Documents.

- d) Nothing contained herein shall be construed as extinguishing, limiting or ousting the rights and remedies of PNBHFL, if available now or in future as against the Borrower(s), Security Provider and/or guarantors, if any and/or any other Persons, or any of their respective assets, under the SARFAESI Act and/or IBC, and PNBHFL shall stand absolutely entitled to exercise such rights/remedies thereunder irrespective of the initiation, pendency, or continuation of any other arbitral or other proceedings.

### 13. **Severability**

Any provision of the Loan Documents, including this GTC, 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 the Loan Documents or affect such provision in any other jurisdiction.

### 14. **Amendments**

Except as otherwise provided in this GTC, no modification or amendment to this GTC or any of the terms and conditions hereof shall be valid or binding unless made in writing and duly executed by all Parties.

### 15. **Lien and Set Off**

- a) Notwithstanding anything herein contained, PNBHFL shall have an overriding lien over all the Security(ies) monies of the Borrower(s), which are in the control/possession of PNBHFL, its group companies and affiliates. This right of lien shall not be affected by any reason whatsoever.
- b) The Borrower(s) hereby authorizes PNBHFL to apply any credit balance to which the Borrower(s) may be entitled under any Loan, in satisfaction of any sum due and payable herein but remaining unpaid. PNBHFL shall also have the right of set off in respect of any amount standing to the credit of the Borrower(s) in any/all of the Loan availed/to be availed from PNBHFL.
- c) It is hereby agreed and understood that in the event the Borrower(s) default(s) in payment of the outstanding and other charges mentioned herein, then without prejudice to the right of termination provided herein, PNBHFL shall be entitled to set off its dues against any monies in its possession/control and due from it to the Borrower(s) whether by way of deposits or otherwise.

### 16. **Tax Deduction**

- a) All payments to be made by the Obligor(s) to PNBHFL under the Loan Documents shall be made free and clear of taxes and without any tax deduction, unless a tax deduction is required under the applicable Law.
- b) If an Obligor(s) makes a tax deduction that is not required by applicable Law, while making any payments to PNBHFL, the sum payable by such Obligor shall be increased to the extent necessary to ensure that PNBHFL receives a sum, net of any tax deduction, equal to the sum which it would have received had no tax deduction been made.
- c) An Obligor(s) shall promptly upon becoming aware that it must make a tax deduction (or that there is any change in the rate or the basis of a tax deduction) notify PNBHFL accordingly.
- d) If an Obligor(s) is required to make a tax deduction, it shall immediately make the necessary payment required in connection with that tax deduction to the relevant authorities, which would in any case be within the time allowed under the applicable Law.
- e) An Obligor(s) shall provide to PNBHFL, the TDS certificate in the Form No. 16A of the Income Tax Act, 1961 ("IT Act") downloaded only from TDS Reconciliation Analysis and Correction Enabling System ("TRACES") website on a quarterly basis within timelines specified in the Loan Documents from the end of the relevant quarter and ensure that the TDS amount is reflected in the Form 26AS statement under the IT Act of PNBHFL. If the foregoing is complied with and where an Obligor has paid gross interest amount, PNBHFL will refund to the Borrower(s) an amount equivalent to the TDS amount paid by such Obligor within timelines specified in the Loan Documents of upon receipt of the TDS Certificate.
- f) However, TDS (defined hereinafter) refund claim will not be entertained by PNBHFL after the timelines given in the Loan Documents of the succeeding financial year.
- g) In the event of any subsequent change in the "F" status reflected in the Form 26AS statement under the IT Act of PNBHFL, PNBHFL shall be entitled to forthwith debit the TDS amount to the Obligor's relevant account and the same shall be considered as Amounts Due and shall be recoverable along with additional interest and all other applicable costs, charges and expense.
- h) Where an Obligor pays the net interest amount after deducting the tax deductible at source ("**TDS**") to PNBHFL, such Obligor shall deposit the TDS with government treasury within the time specified by law and to provide PNBHFL, TDS certificate in Form 16A under the IT Act for each quarter within timelines specified in the Loan Documents from the end of the relevant quarter. Within such time, such Obligor shall also ensure that the TDS amount is reflected in the Form 26AS statement under the IT Act of PNBHFL with "F" status. In the event such Obligor fails to comply with the foregoing, PNBHFL reserves the right to debit the TDS amount to such Obligor's

relevant account and the same shall be considered as Amounts Due and shall be recoverable along with additional interest and all other applicable costs, charges and expenses.

- i) In such an event, an Obligor may request for credit of the TDS amount by furnishing of the TDS certificate not later than the number of days, as specified in the Loan Documents, of the succeeding financial year. Provided that no refund shall be granted of the additional interest and all other applicable, costs, charges and expenses debited to such Obligor's account.

## **17. Protective Clauses**

Neither the liability of the Obligors nor the validity or enforceability of the Loan Documents shall be prejudiced, affected or discharged by:

- a) the amendment, variation or modification of any document referred to therein, except to the extent specifically varied or modified with the consent of the persons as required, pursuant to the terms of such document;
- b) any change or restructuring of the corporate structure of an Obligor;
- c) the invalidity, irregularity or unenforceability of any obligation or liability of the Parties (including the Obligors) to the Loan Documents;
- d) any deficiency in the powers of the Obligors or any other person to enter into or perform any of their respective obligations under the Loan Documents or any irregularity in the exercise thereof or any lack of authority by any person purporting to act on its behalf;
- e) the insolvency or liquidation or any incapacity, disability, death or limitation or any change in the constitution, status, control or ownership of the Obligors or any other person, as the case may be;
- f) any other charge, guarantee or right or remedy available to PNBHFL being or becoming wholly or partly void, voidable, unenforceable or impaired by PNBHFL at any time releasing, refraining from enforcing, varying or in any other way dealing with any of them or any power, right or remedy that PNBHFL may now or hereafter have from or against an Obligors or any other person;
- g) any act, omission, event or circumstance which would or may but for this provision operate to prejudice, affect or discharge the Loan Documents or the liability of the Obligors, as the case may be under the Loan Documents or any other right, power or remedy conferred upon PNBHFL by the Loan Documents or by any applicable Law; or
- h) any other matter or thing whatsoever.

## **18. General Clauses**

The Borrower(s) agrees and confirms as follows:

- (a) That the Borrower(s) accepts the rate of Interest, Overdue Charges and its calculation method, Other Charges and all other amounts payable as per the terms of the Loan Documents are reasonable and the Borrower(s) has understood the meaning of each terms and financial implications , amounts payable and liabilities and obligations created herein and under other Loan Documents.
- (b) This GTC shall, as may be considered appropriate/relevant by PNBHFL/Acceding Lender, be read as an integral part of, and be enforceable along with, the Framework Agreement and any documentation accompanying the Framework Agreement. The mere entry into of the Framework Agreement and any documentation accompanying the Framework Agreement shall not absolve the Obligors of compliance hereunder.
- (c) The Borrower(s) has read and understood the terms and conditions of this GTC and agrees to be bound by the provisions hereof. In the event the Borrower(s) is illiterate and/or cannot read English language, the terms and conditions of this GTC have been read over, translated and explained in detail in the vernacular language to the Borrower(s).

\*This General Terms and Conditions ("GTC") is registered with the office of Sub-Registrar VII at New Delhi/Delhi, on 24<sup>th</sup> June, 2022 having Registration Number 392 in Book No. 4, Vol. No. 1733 on Page Number 63 to 106 and is in furtherance to the GTC which is registered at the office of Sub-Registrar VII at New Delhi/Delhi, on August 03, 2021 having Registration Number 294 in Book no 4, Vol. No. 1708 on Page Number 114 to 157 and also at the office of Sub-Registrar V A, Haus Khaz at New Delhi/ Delhi, on May 03, 2019 having Registration Number 867 in Book No. 4, Vol. No. 463 on Page Number 98 to 151 and also at the office of Sub-Registrar VII at Delhi/New Delhi, on December 09, 2016 having Registration Number 979 in Book no 4, Vol. No. 1614 on Page Number 57 to 103 and also at the office of Sub-Registrar at Karnal, Haryana on December 04, 2014 as Document Number 9326 under Book I, Vol. No. 534 at Page

Number 82.

---

Signature **of Borrower(s)**

---

Signature **of PNBHFL**