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“Sample document provided for your understanding.”

LOAN AGREEMENT

This Agreement ("Agreement") is made between TRUHOME Finance LIMITED (Formerly Shriram Housing Finance Ltd.) body corporate, incorporated under the Companies Act, 2013 and having Registered Office at Srinivasa Towers, 1st Floor, Door No. 1, Old No. 11, 2nd Lane, Cenatoph Road, Alwarpet Teynampet Chennai- 600 018 and Head Office at Level 3 Wockhardt Towers, East Wing, C-2, G Block, Bandra -Kurla Complex, Mumbai- 400 051. through its branch at the place as mentioned in the Schedule, (hereinafter called the "Lender") of FIRST PART; AND

The person(s) specified as the borrower(s) and co-borrower(s) in the Schedule (collectively "Borrower") of the SECOND PART;

Each of the expressions "Borrower" and "Guarantor" respectively, unless it be repugnant to the context or meaning thereof, shall mean and include:

- (i) in the event that it is an individual, his/her legal heirs, administrators and executors;
- (ii) in the event that it is a company within the meaning of the Companies Act, 1956 or Companies Act, 2013 or a Limited Liability Partnership, incorporated under the Limited Liability Partnership Act, 2008, its successors;
- (iii) in the event that it is a partnership firm for the purposes of the Indian Partnership Act, 1932, the partners for the time being and from time to time and their respective legal heirs, executors and administrators, legal representatives, and successors;
- (iv) in the event that it is a sole proprietorship, the sole proprietor and his/her legal heirs, administrators, executors and legal representatives;
- (v) in the event that it is a Hindu Undivided Family (HUF), the Karta and any or each of the adult members of the HUF and their survivor(s) and his/her/their respective heirs, executors, administrators;
- (vi) in the event that it is a Society, the members of the governing body of the Society and any new members elected, appointed or co-opted thereon;
- (vii) in the event that it is a Trust, the Trustee or all the Trustees for the time being thereof and from time to time and their successors.

The Borrower and the Guarantor shall be collectively referred to as "Obligors" and individually as "Obligor". The Borrower, Guarantor and the Lender are hereinafter individually referred to as a "Party" and collectively as the "Parties".

WHEREAS, at the request of the Borrower, the Lender has agreed to grant the loan/credit facility to the Borrower, inter alia for the purpose as specified in the Schedule here to and on the terms and conditions as hereinafter mentioned.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY MUTUALLY AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERETO AS UNDER:

1. DEFINITION AND INTERPRETATION

A. Interpretation

- i. In case of there being more than one Borrower (i.e. there being co-borrowers) or more than one Guarantor, as the case may be, the reference to the term "Borrower" or "Guarantor", respectively, shall be deemed to be as if it were plural and this Agreement shall be read accordingly as if made and obligations and liabilities hereunder undertaken by each of them (all Borrowers or all Guarantors, as the case may be) to the Lender jointly and severally.
- ii. Reference to the masculine gender includes reference to the feminine and neutral genders and vice-versa and words importing the singular include the plural and vice versa in the context thereto.
- iii. All Sanction Letters, schedules and annexures shall be a part of this Agreement.
- iv. All references to agreements, documents, law, regulations, rules include (subject to all relevant approvals) a reference to that agreement, document, law, regulations, rules as amended, restated, supplemented, modified, substituted, novated or assigned from time to time.
- v. The rule of construction, if any, that a contract should be interpreted against the Parties responsible for the drafting and preparation thereof, shall not apply.
- vi. Consent, permission, approval or no-objection (by whatever name be called) of the Lender shall mean prior written consent of the Lender unless expressly and specifically agreed to otherwise by the Lender and so communicated to the Obligors and/or unless expressly and specifically excluded by the Lender hereunder.
- vii. The division of this Agreement into articles, sections, clauses, paragraphs and subparagraphs and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement.

- viii. Any reference to this Agreement shall include all amendments, changes, and/or modifications thereof made in accordance with this Agreement.
- ix. Any expression not defined herein, if defined under General Clauses Act, 1897 shall carry the same meaning as assigned to it under the said Act.

B. Definitions: For the purposes of this Agreement, the following capitalized terms and expressions and, plural variations thereof in case of singular words and singular variations thereof in case of plural words, and all cognate variations shall, unless repugnant to the subject or context otherwise, have meaning assigned to them respectively as under:

- i. "Agreement" means the Loan Agreement for the purpose as specifically stated in the Schedule
- ii. "Branch" means the branch of the Lender at the place mentioned in the Schedule and where the Loan is disbursed and shall include any other branch where the Loan account is maintained or transferred to any time at the sole discretion of the Lender
- iii. "EMI" (Equated Monthly Instalment) shall mean the amount payable every month by the Borrower to the Lender comprising of interest, principal and interest or as the case may be
- iv. "Loan" means the loans granted by the Lender in terms of this Agreement and more particularly stated in Schedule. The expression "Loan" shall also mean to include the principal amount of loan and all dues out standing there under if the context so requires
- v. "Loan Against Property" means the following:
 - a) The financial assistance(s)/facilities provided/agreed to be provided to the Borrower(s) by the Lender Against the Property for the purpose more fully described under the schedule herein; Or
 - b) Loan sanctioned/granted for purchase of commercial property/ taking over the existing loan of the Borrower from any other lender; Or
 - c) Additional Finance or Top up loan.
- vi. "Master Insurance Policy" shall mean the policy of insurance where the master policy holder under the said policy is/will be the Lender or such other person of Lenders choice and the risk covered as far as the Borrower is concerned will be life and such other eventualities as mentioned there under
- vii. "Non-Performing Asset" Loan account shall be classified as NPA if it remains overdue for more than 90 days. NPA classification date shall be the calendar date for which the day end process is run
- viii. "Rate of interest" means the rate at which the Lender shall compute and apply interest on the Loan, as stated in the Schedule
 - a) "Rate of Interest - Fixed" means rate at which the Lender shall compute and apply the interest on the Loan for the specified tenure of the Loan

b) "Rate of Interest - Variable" means rate at which Lender shall compute and apply interest on Loan from time to time at the sole discretion of the Lender and linked to Lender's Prime Lending Rate.

- ix. "Special Mention Accounts" (SMA) are the accounts in which immediately stress/default happens. Up to 30 days it is SMA0, More than 30 days & up to 60 days it is SMA1, more than 60 days & up to 90 days it is SMA2
- x. "Parties" means the Lender and the Borrower referred to collectively and "Party" shall mean either of them individually
- xi. "Prepayment"/Foreclosure means repayment made before due date or before repayment terms as stated in schedule of this Agreement
- xii. "Property" means a real estate property (including a plot of land with or without construction thereon or a flat in a building) together with all common areas / easements / privileges / development rights / benefits / fixtures and fittings/ buildings and structures, present and future, all tangible and/or intangible properties, all accretions, additions, accessories, fixtures and fittings, buildings, structures constructed/ erected thereon, whether owned/ acquired/ occupied or to be owned/ acquired/ occupied by the Borrower(s):
 - a) For the purchase/purchase and Improvement of which and/or
 - b) For takeover of the loan availed of earlier by the Borrower from any entity other than the Lender and/or
 - c) Against the security of which the Loan is granted by the Lender in terms of this Agreement Property shall include the improvements made or occurred to it whether or not by utilizing the Loan proceeds and also all benefits arising out of the Property.
- xiii. "Lender" is Prime Lending Rate or "PLR" means the rate announced by the Lender from time to time, as its prime lending rate.
- xiv. "Pre-Equated Monthly Interest Instalment" means the interest on part disbursements of loan, from the date of disbursement to the date, prior to the date of commencement of EMI.
- xv. Penal Interest Charges: means the charges at which the Lender shall compute and apply charge son all amount not paid when due for Payment (or reimbursement) by the Borrower to the Lender, as stated in the Schedule or as may be amended from time to time by the Lender
- xvi. "Schedule" means the schedule of this Agreement.

2. LENDER'S AGREEMENT TO LEND AND BORROWER'S AGREEMENT TO BORROW:

- A. Lender agrees, based on the Borrower(s) request, representations, warranties, covenants and undertakings as contained herein and in the application for Loan and other documents executed or tendered by the Borrower in

X _____
1. Borrower

X _____
2. Borrower

X _____
3. Borrower

X _____
4. Borrower

X _____
5. Borrower

relation to the Loan, to lend to the Borrower and the Borrower agrees to borrow from Lender, the Loan on the terms and conditions as fully contained in this Agreement and the Schedule.

- B. The relationship between the Lender and the Borrower shall commence from the date of this Agreement and subsist until all monies due and payable by the Borrower to the Lender under this Agreement and in all other documents pursuant hereto shall have been fully paid to and received by the Lender.

3. FEES, CHARGES, COSTS AND CLAIMS:

- A. The Loan shall bear Service Charges and any other fees, including Goods and Service Tax, if any, as mentioned in the Sanction letter, which the Borrower agrees to reimburse to Lender separately.
- B. The Lender shall be entitled to recover from the Borrower Prepayment Charges at the rate mentioned in the Sanction letter on the amount of Loan, repaid by the Borrower ahead of the Repayment Terms as mentioned in the Sanction letter.
- C. The Lender shall also be entitled to recover from the Borrower any other charges or costs incurred or claims suffered by Lender in connection with the Loan, including on account of execution and stamping of this Agreement and any other documentation or security creation pursuant to this Agreement.

4. DISBURSEMENT:

- A. The Lender shall in its sole and absolute discretion may disburse the Loan either in one lump sum or in suitable instalments having regard to the needs of the Borrower(s). Lender shall unless agreed between the Borrower and the Lender otherwise, disburse the Loan by issuing a Cheque or Pay Order or a Demand Draft crossed as "A/c Payee only"
- I. In the name of the Borrower; or
- ii. In the name of the seller or vendor as notified by the Borrower in writing towards payment of the purchase price of the Property from whom the Property is being purchased utilizing the Loan; or
- iii. In the name of the material supplier, civil contractor or any other person as notified by the Borrower in writing towards the materials, labour or professional costs, towards the construction or improvement of the Property; or
- iv. In the name of the previous financier as notified by the Borrower in writing towards the repayment of the previous loan to be taken over by utilizing the Loan.
- B. Lender shall in its sole and absolute discretion disburse the Loan directly to the Borrower(s) or to any third party or nominee/agent of the Borrower(s) (as Lender in its sole and absolute discretion may permit) and/or in such other manner as may be decided solely by the Lender, having regard to the purpose of the Loan sanctioned and the Borrower/undertake that they/she/he shall not question and/or challenge the decision/discretion of Lender. It is

understood that the charges in relation to the disbursement (including charges for issuance or for the collection of proceeds by the beneficiary on such payment order or demand draft) shall be borne by the Borrower.

- C. Lender may not disburse at any time; any amount under the Loan unless the following conditions are complied with in the sole discretion of Lender. The Loan Agreement is duly executed and delivered to Lender by the Borrower.
- i. The Borrower satisfies Lender of his (our becoming his consequent upon the purchase utilizing the Loan) clear and marketable title to the Property;
- ii. The Borrower's submission to the satisfaction of Lender of a Certificate of Employment from his Employer and his financial statements;
- iii. The Borrower(s) shall have delivered to Lender, all security documents and/or guarantee(s) in the manner and form required by Lender in its sole and absolute discretion.
- iv. The Borrower's submission to Lender, post-dated cheques/ electronic clearing service mandate towards repayment of instalments; and
- v. Any other document or writing as the Lender may require in its sole discretion
- vi. Submission of all the necessary approvals and permission from the appropriate authorities including but not limited to approvals and certificates from corporations if any
- vii. The Borrower confirms that there is no action, suit proceedings, investigation(s), pending against him or the Property, before any court of law or government authority or any other competent authority.
- D. Lender may not, have disbursed any amount, disburse any further amount under the Loan unless the following conditions are complied with in the sole discretion of Lender before such further disbursement:
- I. No event of default shall have occurred;
- ii. No breach of any of the terms of this Agreement;
- iii. The Borrower shall have produced evidence from time to time of the use of prior disbursements;
- iv. The Borrower shall have assigned in favour of Lender, a comprehensive and composite insurance policy (ies) in respect of the Property and/or as required by Lender at his/her/their own cost and expense;
- v. The Borrower shall have produced his periodic financial statements; and
- vi. The Borrower shall have produced all or any other documents or writings as required by Lender in its sole discretion, which shall be binding on the Borrower;
- vii. Lender, for any regulatory or other reasons, is unable or unwilling to continue/provide the Loan.

5. INTEREST & LOAN ACCOUNT

- A. Interest on the Loan shall begin to accrue from the date of debit to the Loan account simultaneously with Lender's disbursement of the Loan by issuing disbursement cheque/Pay Order/Demand Draft or otherwise without Lender concerning itself with the receipt of such disbursement by the beneficiary/recipient and also with the realization of such cheque/Pay Order/Demand Draft or the time taken in such realization. Till the regular EMIs are due, the Borrower shall pay the Pre-EMI interest as mentioned in the Schedule annexed hereto of this Agreement.
- B. Interest on the amount of the Loan will be applied as per rates prevailing from time to time by linking to "Lender's Prime Lending Rate" herein after referred to as **"PLR"** either by discounting or adding specified rate therewith at monthly rest calculated on the daily balance of the loan amount in case of Variable Rate of Interest is applied. Provided that the lender shall at any time and from time to time been titled to change the rate of interest depending on the changes in **"PLR"** and such revised rate of interest shall always be construed as agreed to be paid by the Borrower(s) and hereby secured. Borrowers shall be deemed to have notice of change in the rate of interest whenever the change in **"PLR"** is displayed/notified at/by the branch or displayed in its website as per the scheme of the Lender. In Case of a Fixed Rate of Interest being applied, interest on the amount of loan shall be at specified fixed rate therewith at monthly rest calculated on the daily balance of the loan amount throughout the entire tenure of the Loan until repayment.
- C. Interest on the Loan shall be computed.
- On the due date in each calendar month/quarter/half year/year as stated in the Schedule.
 - Taking the basis of 360 days a year and calculated at monthly rests.
 - The Present Rate of Interest as charged is more particularly described in the Schedule herein.
 - On the actual amount outstanding on the last day of the preceding period of one month/ quarter/half year/year as stated in the Schedule. In case of the Variable rate of Interest, the rate of interest shall be subject to review and revision by Lender from time to time and upon change in the rate of interest, the EMI or the tenure of the Loan, at the sole discretion of Lender, will undergo a consequential change and the Borrower agrees and undertakes to abide by any such changes effected by Lender.
- D. Interest, Tax and other levies as may be applicable from time to time on the Loan shall be borne by the Borrower.
- E. Lender shall be entitled to debit all other amounts due and payable by the Borrower under this Agreement (including but not limited to interest, tax, fees, stamp duty, costs, service/prepayment and other charges, claims and expenses) to the Borrowers Loan account, unless separately reimbursed to Lender by the Borrower. Such

amounts shall form part of the Loan.

- F. All amounts in overdue for payment (i.e. not paid by the Borrower when due to the Lender) including arrears of EMI, interest before the commencement of EMI, costs, charges and expenses debited to the Loan account shall attract Penal Interest Charges without there being any need to assign are as on for such revision and interest and penal charges shall thereafter accrue at such revised rate(s).
- G. Interest on the Loan from the date of disbursement shall be payable every month separately, called Pre-Equated Monthly interest Instalment (PEMI) until commencement of repayment of the Loan by way of Equated Monthly Instalments (EMI).
- H. The Borrower hereby acknowledges, agrees and consents that Lender, may from time to time during the repayment term may vary/revise/reset the rate of interest, prospectively. On account of changes in prevalent market practice, money market changes, changes in credit rating and credit profile of the Borrower, reverse requirements, provisioning norms or the extant guidelines/policies of the Lender or changes in the regulatory norms or any other applicable law.

6. REPAYMENT

- A. The Loan (including the principal, interest thereon and any other charges, premium, fees, taxes levies or other dues payable by the Borrower to Lender in terms of this Agreement) be repayable by the Borrower to Lender-
- at the Branch (or at any other branch of Lender or at any other place as may be notified by Lender)
 - by way of Equated Monthly Instalment(EMI) as mentioned in the Schedule towards repayment of principal and interest and
 - by separate repayments in case where
 - the Loan is proposed to be paid before the commencement of EMI; or
 - towards repayment of interest before the commencement of the EMI; or
 - towards repayment of penal interest, fees, charges, taxes, claims, costs and expenses charged to the Loan account.
- B. The amortisation schedule consisting of the break-up between principal and interest shall be provided separately after the disbursement and shall be considered as a part and parcel of the loan agreement.
- C. The Borrower hereby confirms to the Lender the details of the bank account of the Borrower where all the receipts/receivable/income of the Borrower are being credited has been provided and the Borrower hereby confirms and states that the irrevocable instructions are issued to the Said Bank to debit the account periodically with the amounts which has to be repaid to the Lender as set out in this Agreement. Further the Borrower hereby confirms and represents that the Borrower will not divert the income/inflow to any other Bank account till such time the

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1. Borrower

X _____
2. Borrower

X _____
3. Borrower

X _____
4. Borrower

X _____
5. Borrower

dues to the Lender remain under this Agreement.

- D. The Borrower shall unconditionally and irrevocably authorize the Bank through Standing Instruction or ECS/NACH to debit the Borrower account towards the dues payable to the Lender. The Borrower further Agrees to maintain sufficient balance in the account to enable his/her/its banker to facilitate the debit of the account, and remittance of the amount so debited to the credit of the Lender. Alternatively where the ECS/ACH facilities is not available for the Borrower, the Borrower may issue to the lender post dated cheques/PDC towards repayment of the instalment/dues arising under this agreement and undertakes that sufficient balance will be made available for honoring the cheques on the due date as and when prescribed for payment by the Lender on or after the due date.
- E. The Borrower, subject to the prior permission of the Lender may swap the PDC issued or request for other mode of payment towards discharge of the liability and such swap of PDC and/or change of mode of payment to ECS/ACH if permitted by the Lender shall be subject to payment of swap charges as specified in schedule hereto, permitting swap of other mode of payment is at the sole discretion of the Lender.
- F. The Borrower shall repay to Lender the amount equated in terms of monthly instalments each by the day of each calendar month or such part thereof as shall remain due and owing to Lender. The Equated Monthly Instalment (EMI) amount shall be arrived at so as to comprise repayment of principal and payment of interest calculated on the basis of the interest rate, periodicity, of repayment, of the entire liability under the Loan at the end of its tenure and the Borrower agrees to continue paying EMIs until all amounts due under the Loan have been repaid in full to Lender.
- G. No notice, reminder or intimation will be given to the Borrower regarding his obligation to pay the PEMI/EMI regularly on each due date. It shall entirely be his responsibility to ensure prompt and timely payment to Lender. Any delay or default in payment of any PEMI/EMI shall make the Borrower liable to pay to Lender, Penal Interest Charges (for the period of such default) as mentioned in the Schedule, besides constituting a default thereby making all sums under this Agreement due and payable to Lender forthwith.
- H. In case of the Borrower whose Loan is on Fixed Rate of Interest Basis and is not an Individual Borrower shall not prepay/foreclose any portion of the outstanding loan amount either in part or full during Lock-in-Period of first 12 months of this Agreement. This However, shall be subject to the Regulations in this respect issued by the Regulator from time to time.
- I. Subject to what is stated in Clause H above, the Borrower, whose loan is on Fixed Rate Basis, may exercise the option of pre-payment post lock in period where applicable subject to the Borrower and the guarantor complying with the following condition and at absolute discretion of the Lender after the expiry of lock-in-period as provided

hereunder the Borrower shall give the Lender notice of 21 days intimating his desire to prepay the loan and the Lender may accept prepayment together with prepayment charges/foreclosure charges as prescribed in schedule hereto and such charges is payable by the Borrower together with applicable taxes.

- J. The amount Pre-paid shall be first used to credit the overdue interest, bank charges, legal expenses, if any, arrears of instalments, interest due up to date for current month. The current month EMI for foreclosure/prepayment charges and other expenses and taxes due as mentioned in this agreement, if any, amount remains after meeting the charges then it shall be adjusted towards the principal amount if the entire amount due for prepayment is not remitted then the amount so received by the lender would be treated as an advance amount of future EMI and will be adjusted to EMI month on month as and when the EMI falls due for payment. The Borrower hereby agrees that Lender is not obliged to reverse the interest that may accrue on account of advance payment. The amount due under foreclosure should be paid in full by the Borrower to the Lender to qualify the account foreclosure.
- K. If the loan is on fixed rate basis and is being foreclosed by the Borrower by obtaining financial assistance from any other financial institution/bank/NBFC/third-party the Borrower shall be charged additional pre-payment foreclosure charges at the rate specified in schedule herein which is payable together with applicable goods and services tax by the Borrower in addition to the applicable foreclosure charges. This, however, shall be subject to the Regulations in this respect issued by the Regulator from time to time.
- L. If the Borrower, whose loan is on fixed rate basis, requests for pre-payment during the lock-in-period then the Lender is at liberty to refuse the prepayment or in the alternative laid down conditions for acceptance or at its discretion which the Borrower is at liberty to accept or otherwise not withstanding anything contained the Borrower shall remit the monthly instalments without any default in terms of the agreement the option of acceptance prepayment or decline there quest for pre-payment during the lock in period is at the sole discretion of the Lender.
- M. All repayments of Principal and payment of interest and all other amounts by way of EMI or otherwise shall be given effect to in the Loan account in accordance with the method of effecting payment as stated in the Schedule or as adopted by Lender from time to time.
- N. Repayments ahead of the Repayment Terms shall attract Prepayment Charges as stated in the Sanction Letter.
- O. "Acknowledgement of Liabilities": Whenever the Borrower makes repayment, whatsoever, in respect of loan amount, interest, penal interest, incidental charges, and other charges, and/or any other amount, due and payable by him, it shall be treated as repayment made by him and the balance amount due under this Agreement shall be treated as "Acknowledgement of Liabilities" by him of his liabilities under this Agreement.

7. SECURITY

- A. The repayment of the Loan, interest, fees, costs, charges and expenses and all other amounts payable under this Agreement to Lender shall be secured by:
- First exclusive charge by way of mortgage in favour of Lender over the property(as defined herein above and specified in the Schedule hereto);
 - Guarantee from the Guarantor as specified in the Schedule hereto;
 - Any other as specified in the Schedule hereto.
- B. The Borrower shall also furnish and issue such Power(s) of attorney in the manner as prescribed by Lender from time to time to ensure the creation of a valid mortgage in favour of Lender and for such other purposes to further secure the Loan.
- C. In the event of any substantial deterioration in the value of the security, Lender shall be entitled to call up on the Borrower and the Borrower shall be liable to furnish to Lender additional security as decided by Lender within 30 (thirty) days of receipt of notice from Lender.
- D. Lender shall have the right to decide, in its sole discretion, the mode of mortgage or creation of any other security/additional security to be created by the Borrower for securing the Loan and all other amounts as aforesaid and the Borrower shall be bound to create such security evidencing the same as maybe required by Lender.
- E. The Borrower shall execute any bonds, promissory notes for the Loan and all such documents, power of attorney(s) undertakings and agreements as maybe required by Lender.
- F. If, at any time during the subsistence of this Agreement, the Lender is of the opinion that any of the security provided by the Obligors has become inadequate to cover the balance of the Loan then outstanding and the dues thereunder, then whenever required by the Lender, the Obligors shall provide and furnish such additional security/securities including hypothecation of the Obligors other assets and/or mortgage of or charge over such of the Borrowers movable or immovable properties, as may be acceptable to the Lender to cover such deficiency. The Obligors shall make out to the satisfaction of the Lender a good and marketable title to the properties free from all encumbrances to be mortgaged as security (if any) for the Loan, and comply with all such formalities as may be necessary for the said purpose. The mortgage of the Property(ies) and the additional security created (if any) are collectively referred to as the "Security". The Obligors shall, whenever required by the Lender, give full particulars to the Lender of all the assets of the Obligors and shall furnish and verify all statements, reports, return, certificates and information from time to time and execute all necessary documents to give effect to the Security.
- G. The Borrower expressly accepts that if the Borrower fails to pay any monies when due or which may be declared due prior to the date when it would otherwise have become

due or commits any other default under any financing and/or loan agreement (including this Agreement) with the Lender under which the Borrower is enjoying any financial/credit/ other facility, then and in such event the Lender shall, without prejudice to any of the specific rights under each of the agreements, be absolutely entitled to exercise all or any of rights under any of the Borrower's agreement (including this Agreement) with the Lender and the security created under each of those agreements and for any of those obligations shall be deemed to be a security created also for the obligations and liabilities of the Obligors here under and the Lender shall be titled to enforce any of such security for recovery of its dues hereunder as also exercise its general right of lien and set-off in respect of the securities created under such agreements. Similarly, the Security created under or pursuant to this Agreement shall also be deemed to be a security created for any of the Obligors' liabilities or obligations to the Lender in respect of any other loans/facilities/ transactions and can be enforced by the Lender for recovery of any dues of the Obligors in respect of any such other obligations/liabilities.

- H. The Obligors undertake that the Property(ies), the sale realizations, insurance proceeds and all documents related to the Security shall always be held at the order of the Lender, and will be dealt according to the directions issued by the Lender. The Obligors shall not suffer or allow to suffer any attachment or distress to the Property(ies) or any parts thereof or sell, create, or cause to be created, any charge by way of mortgage, lien, third party interests or any encumbrance otherwise on the Property(ies) or any of them or any part thereof, or allow any thing that may prejudice or endanger the Security nor shall they, without the consent of the Lender in writing, sell or transfer or create third party interest.
- I. The Lender shall be at liberty to incur all such expenses and Taxes as may be necessary, which shall be reimbursed by the Obligor to the Lender forthwith upon Lender incurring such expenses together with Taxes on reimbursements itself, if any, to the extent of which there shall be a charge on the Property(ies), to preserve and perfect the Lender's security on the Property(ies). The Lender shall incur the expenses as pure agent of the Obligor.

8. LENDER'S RIGHTS

Lender shall, in relation to the Loan:

- A. Notwithstanding anything contrary to the transactional documents, the Lender shall in its discretion, or as per the Applicable Law or based on the changes in the prevailing prime lending rate be entitled to modify the Interest Rate
- in case of omission in execution, non-submission of requisite documents in any manner whatsoever, and /or
 - in case of non-compliance of covenants of sanction letter and /or loan documents and/or any other documents (C) in case of deterioration in the risk profile of the Borrower , accordingly the Borrower shall pay as per revised Schedule with prior notification by Lender on such revision or reschedulement.

X _____
1. Borrower

X _____
2. Borrower

X _____
3. Borrower

X _____
4. Borrower

X _____
5. Borrower

- B. When granted on Variable rate of Interest basis, have the sole right to renew or reduce or enhance the limit or altogether withdraw the facility on the terms and conditions mentioned in the sanction letter and the Loan agreement, details as specified in the Schedule;
- C. Have the sole right to amend any of the terms and conditions of this Agreement including but not limited to revision of Rate of Interest (including the Penal Interest Charges), periodicity of compounding interest, method of effecting credit of the repayments without assigning any reason or notifying the Borrower and the Borrower agrees that such revision shall become applicable from date of such revision in the records of Lender;
- D. Have the right to receive and adjust any payment(s) that it may receive as an assignee of the insurance in relation to the Property and on the life of the Borrower towards amounts due and/or payable by the Borrower under this Agreement;
- E. Have the right to enter the Property, inspect and supervise it (including the stage and accounts of construction) and also inspect books of accounts and other records maintained by the Borrower;
- F. Have a right, at Borrower's cost, to insure the Property or take any measure for the upkeepment and preservation of Property;
- G. Have the right to create a charge or mortgage over the Property as security in its own favour or in favour of any third party;
- H. Have the right to obtain refinance against the Loan as it may consider appropriate;
- I. Be entitled to disclose any information about the Borrower, his account relationship with Lender and/or any default committed by him (whether such information is provided by the Borrower or obtained by Lender itself and whether in form of repayment conduct, rating or defaults) to its head office, other branch offices, affiliated entities, Reserve Bank of India, National Housing Bank, any Refinancing agency, credit rating agency and such third parties as Lender may in its sole and exclusive discretion, deem fit and proper. Lender shall also be entitled to seek and receive any information as it deems fit in connection with the Loan and/or the Borrower from any third party; and
- J. Be entitled to require the Borrower, in the event of the Borrower opting to resign or retire from the employment prior to the age of super annuation or is discharged or removed from service before such date for any reason whatsoever, to instruct his employer to remit the entire dues (including provident fund, gratuity and compensation) becoming payable by the Borrower from his employer on account of his such cessation of employment and to receive and appropriate the same towards the Borrower's liability under the Loan;
- K. The Lender have right to classify the Borrower as a Willful defaulter in case of a default made by the Borrower in respect of the repayment of the loan and have right to inform and declare the Borrower as willful defaulter to the

concerned regulators including but not limited to NHB, RBI etc.

- L. Have the right to change the ROI (by change in Margin over **PLR**) for identified loans on the following scenarios, prospectively, based on the credit & risk assessment methodology.
 - i. Frequent bounces or Delay in repayment of loan
 - ii. Credit deterioration in another loan with TRUHOME FINANCE LIMITED
 - iii. Credit deterioration reported by any another lender
 - iv. Deterioration in Bureau score
 - v. Name appearing in negative list/defaulters list of RBI, NHB, etc.
 - vi. Non deposition of requisite title deeds, security creation documents and/or any other documents, and/or inaccuracies or discrepancies found in any documents submitted to TRUHOME FINANCE LIMITED.
 - vii. Deterioration in customers' risk profile basis internal analytical assessment of the borrower/s by TRUHOME FINANCE LIMITED.
- M. The Borrower shall provide certification from its statutory auditors regarding diversion/siphoning of funds by the Borrower if required by Lender. The Borrower further agree that the Lender has the right to award a separate mandate to the auditors of the Borrower for the same.
- N. The Lender can appoint an internal or external auditor at its discretion to audit the Obligors if there is suspected wrongdoing, fraudulent activity, or an Event of Default as stated under the Loan Agreement. The Obligors must fully cooperate and provide necessary details and documents. If the audit report is inconclusive or delayed due to non-cooperation of the Borrower, the Lender can determine the account status as fraudulent or otherwise based on available material and its own investigation, exercising any rights or remedies under the loan Documents or applicable law.
- O. The Borrower agree that to prevent diversion or siphoning of Loan, the Lender can use its own auditors for specific certifications, without relying on the Borrower's auditors. The Obligors must fully cooperate and provide necessary assistance, including required details and documents. The Lender can also commission a forensic audit of the Borrower(s) affairs and book of accounts and/or mandate the Borrower's auditors to certify any diversion or siphoning of Loan funds.

9. BORROWER'S REPRESENTATIONS, WARRANTIES, COVENANTS AND UNDERTAKINGS.

With a view to induce Lender to grant the Loan to him, the Borrower, hereby represents/warrants to/covenants/undertakes with Lender that he -

- A. has given complete and correct information and details in the application form about himself and the Property;
- B. shall make available to Lender such security (including

mortgage over the Property) in such form and substance as may be required by Lender;

- C. is (when the Property is in existence) or shall be (when the Property shall come in existence upon the proposed utilization of the Loan) absolutely seized and possessed with and sufficiently entitled to the Property;
- D. shall always have until all his dues hereunder are not repaid to Lender, a clear and marketable title to the Property, free from all encumbrances whatsoever and have full right, power and authority to secure the same in favour of Lender as hereby provided;
- E. has no pending claims demands litigation or proceedings against him before any court or authority (public or private);
- F. shall ensure that the specified purpose for which the Loan is advanced by Lender under this Agreement is fulfilled in all respects and produce to Lender, all the necessary documents, including construction completion certificate, occupancy certificate and/or the purchase documents as maybe required by Lender;
- G. shall not, during the tenure of this Agreement, avail of or obtain any further loan or facility on the security of the Property without the prior written consent of Lender;
- H. shall notify Lender of any event or circumstances which might be or become a cause of delay in utilization of the loan amount commencement, construction or completion of the construction/ purchase/modification of the Property;
- I. with regard to the Property, shall duly and punctually comply with all terms and conditions applicable and do as such acts (as also the rules, regulations and bye-laws of the concerned entity, whether society, company or condominium of apartment owners) as required for holding as its lawful owner and continuing in possession of the Property;
- J. shall not be entitled to demand that Lender continue to disburse the Loan if:
- the purpose for which the Loan amount sanctioned is, for any reason whatever, in the sole decision of Lender, unduly delayed;
 - or stopped; or
 - the Loan is not drawn fully in terms of Schedule to this Agreement; or
 - if any monies including charges, penal interest, pre-EMI interest, which are due to the lender, remain payable to the lender.
- K. shall comprehensively insure and keep insured with Lender as a sole beneficiary,
- the Property for its full market value or replacement cost; and
 - whenever required by Lender, the risk of 0 death and injury of the Borrower; and
 - shall assign in favour of Lender and submit to Lender the

aforesaid original insurance policy document(s) and premium payment receipts;

- shall promptly inform Lender of any loss or damage to the property due to any force majeure or Act of God;
 - shall do all acts as may be required to maintain Lenders status of sole beneficiary under the said insurance(s) and receive money thereon;
- L. shall in addition to the income/financial statement(s) required by Lender furnish such other information/ documents concerning his employment, trade, business, profession or otherwise as Lender may require from time to time;
- M. shall promptly and without requiring any notice or reminder from Lender, repay to Lender the Loan in accordance with the Repayment Terms mentioned in the Schedule;
- N. the Borrower will not induct a person on its Board of Directors of Company which has been identified as a willful defaulter under the Regulations issued by RBI/NHB/any other regulatory Authority from time to time. If the Borrower's Board of Directors consist of such a willful defaulter and the Borrower on becoming aware of same will immediately take expeditious and effective steps for removal of such person from its Board;
- O. shall (in case of more than one borrower) be jointly and severally liable to repay the Loan, interest and all other sums due and payable under this Agreement and to observe its terms and conditions;
- P. shall maintain the Property in good order and habitable condition and not allow it to deteriorate or commit any act which is destructive or permanently injurious to the Property or do anything which will render the security in favour of Lender, insufficient;
- Q. shall pay and discharge all rates, taxes, outgoings and charges pertaining to the Property, including to the society/ condominium/ company, promoters, bodies and authorities (public or private);
- R. where applicable, shall inform Lender of any likely change in his employment or termination of employment; shall not change the user of the Property;
- S. shall not during the tenure of this Agreement, either part with possession of or create third party rights in the Property or any part of it (whether by way of sale, exchange, lease, mortgage, agreement or option or otherwise);
- T. shall not combine, merge, amalgamate or consolidate the Property with any other property with any right of way or easement in to or over the Property;
- U. shall not stand surety or guarantor for any third-party liability or obligation;
- V. being a resident in India, shall not leave India for employment or business or long stay without first fully repaying the Loan then outstanding due and payable with interest and other dues, including prepayment charges, if any;

X _____
1. Borrower

X _____
2. Borrower

X _____
3. Borrower

X _____
4. Borrower

X _____
5. Borrower

- W. shall keep himself aware of the rules of Lender, as pertain to Loan, and in force from time to time; and
- X. the Borrowershall, incase the Borrower is acompany/firm/body corporate, notify Lender at least 30 days in advance of any intended
- I. change in business, constitution or constitution documents; or
 - ii. closure of its business; or
 - iii. change in address.

10. EVENTS OF DEFAULT.

Without prejudice to any other right available under laws, the Lender may by a written notice to the Borrower, declare all sums outstanding under the Loan (including the principal, interest, charges, expenses) to become due and payable forthwith and enforce the security in relation to the Loan upon the occurrence (in the sole decision of Lender) of any one or more of the following:

- A. The Borrower fails to pay to Lender any amount when due and payable under this Agreement;
- B. The Borrower fails to pay to any person other than Lender any amount when due and payable or any person other than Lender demands repayment of the loan or dues or liability of the Borrower to such person ahead of its repayment terms as previously agreed between such person and the Borrower;
- C. The Borrower defaults in performing any of his obligations under this Agreement or breaches any of the terms or conditions of this Agreement or any other security documents, undertakings etc. executed in favour of Lender;
- D. The Borrower opts to resign or retires from the employment prior to the age of superannuation or is discharged or removed from service before such date for any reason whatsoever;
- E. The death, insolvency, failure in business, commission of an act of bankruptcy, general assignment for the benefit of creditors, if the Borrower suspends payment to any creditors or threatens to do so, filing of any petition in bankruptcy of by, or against the Borrower;
- F. Any of the information provided by the Borrower to avail the Loan or any of his representations, warranties herein being found to be or becoming incorrect or untrue;
- G. Any person other than Lender commencing proceedings to declare the Borrower insolvent or if the Borrower shall become bankrupt or insolvent or commit act of insolvency;
- H. The value of the property or any security (including guarantee(s)) created or tendered by the Borrower, in the sole discretion and decision of Lender, depreciates entitling Lender to call for further security and the Borrower fails to give additional security;
- I. If the Property is destroyed, sold, disposed of, charged, encumbered, alienated, attached or restrained in any

manner; the Borrower fails to create the security as provided herein; or Lender, for any regulatory or other reasons, is unable or unwilling to continue the Loan.

11 CLASSIFICATION OF ACCOUNT

- A. In the event any amount is not paid when due, the account will be flagged as overdue as part of day -end process as Special Mention Account ("SMA") or Non Performing Asset ("NPA") , as the case may be , in accordance with the extant RBI provisions. Examples of classification of an account as SMA/NPA categories are provided below. The Borrower confirm that they have read, understood and accepted the same.

Category	Basis for Classification- Principal or interest payment or any other amount wholly or partly due
SMA-0	Up to 30 days
SMA-1	More than 30 days and up to 60 days
SMA-2	More than 60 days and up to 90 days
NPA	More than 90 days

Examples:

If the Due Date of an EMI is March 31, 2022 , and the full dues are not received before the Lender running the day-end process on April, 30, 2022 i.e. upon completion of 30 days of being continuously overdue. Accordingly, the date of SMA-1 classification for that account shall be April, 30, 2022.

Similarly, if the account continues to remain overdue, it shall get tagged as SMA-2, upon running day-end process on May 30 , 2022 and if continues to remain overdue further, it shall get classified as NPA upon running day-end process on June, 29, 2022.

The above clause is as per the extant applicable RBI Directions/Guidelines. In case of any change in applicable RBI Directions/Guidelines, the above-mentioned basis of classification shall undergo change accordingly. For further details/updates in this regard, please refer to the Lender's website.

Consequences of Default:

- A. In the event of any default as above Lender shall have the right-
 - I. To recover the entire dues,
 - ii. To suspend any withdrawal to be affected in the Loan account,
 - iii. Take possession of the property so created whether by itself or through any of the Recovery Agents or Attorneys as maybe appointed by Lender,
 - iv. Take any other action as it may deem fit for recovery of its dues and enforcement of the securities.
- B. Further, Lender shall be titled to forthwith take physical possession of the assets hypothecated and/or mortgaged to Lender ("Properties") and alienate, sell, transfer the said Property(ies) either by itself or through its agents and sell or otherwise deal with the same to enforce Lenders security and recover the dues.

- C. The Borrower agrees and undertakes not to prevent or obstruct Lender from taking possession of the Properties and that Lender's representatives will be entitled to sell, give on rent, or otherwise deal with the Properties by public or private auction or private treaty, without being liable for any loss, and to apply the net proceeds thereof as specified in these presents.
- D. The Borrower shall pay any deficiency, forthwith to Lender. Lender shall also be entitled to adjust any other amount of the Borrower, towards payment of such deficiency. Nothing contained in this clause shall oblige Lender to sell, hire or deal with the Properties and Lender shall be entitled to proceed against the Borrower independently of such or any other security. The Borrower agrees to accept Lender's accounts in respect of such sale, hire or dealing as conclusive.
- E. The Lender shall be entitled to take possession of the Properties, irrespective of whether the loan has been recalled whenever in the opinion of Lender, there is an apprehension of any money not being paid or Lender's security is being jeopardized.
- F. The Lender shall be entitled to sell, assign, securitize or transfer, its rights and obligations here under to any person, company, partnership, agency of its choice in whole or in part and in such manner and on such terms as Lender may decide. Any such sale, assignment, securitization or transfer shall conclusively bind the Borrowers.
- G. The Borrower shall not be entitled to directly or indirectly assign his rights or obligations under this Agreement in part or in whole to any person. Lender may at the risk and cost of the Borrower engage one or more person(s) to collect the Borrower's outstanding and/or to enforce any security and may furnish to such person the right and authority to perform and execute all acts, deeds, matters and things connected therewith or incidental thereto as Lender thinks fit.

12. APPOINTMENT OF LENDER AS THE BORROWER'S ATTORNEY

The Borrower shall appoint the Lender as its true and lawful attorney to do and execute for and in the name and on behalf of the Borrower and where the Borrower is more than one individual, jointly and severally, all or any of the acts, deeds and things, specified therein.

13. ASSIGNMENT AND TRANSFER

- A. Lender shall have a right to sell or transfer (by way of assignment, securitization or otherwise) whole or part of the Loan and outstanding amounts under the Loan or any other rights under this Agreement or any other document pursuant hereto to any person in a manner or under such terms and conditions as Lender may decide in its sole discretion.
- B. The Borrower expressly agrees, in the event of sale or transfer as afore said, to accept such person to whom the Loan is sold or transferred as his lender and make the repayment of the Loan to such person as may be directed by Lender.

- C. The Borrower shall not transfer or assign any of his rights under this Agreement.

14. LENDER'S APPOINTMENT OF AGENT

The rights, powers and remedies available to Lender under Law and under these presents, shall be exercised by Lender through any of its employees or agent and Lender may delegate any or all of the said powers and authorities to such employee or agent.

15. ARBITRATION AND GOVERNING LAW

Subject to Lender's right to enforce its securitization rights under the SARFAESI Act, 2002 or under any law for time being in force and without prejudice to its rights for any other recovery measures available, any and all disputes, differences and/or claims arising out of or in connection with or relating to this Agreement or its performance or breach thereof shall be settled by Arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996, or any statutory amendments thereof and shall be referred to the sole Arbitrator as may be appointed by Lender. The place of the arbitration shall be Place of Execution.

The reference to the Arbitrator shall be within the clauses, terms and conditions of this Agreement. The Arbitrator shall be competent to decide whether any matter of dispute or difference referred to him falls within the purview of Arbitration as provided for above or for any relating to Arbitration under the Arbitration and Conciliation Act, 1996. In the event of death, refusal, neglect, inability or incapability of the persons so appointed to act as an Arbitrator, Lender may appoint new Arbitrator. Such Arbitrator may continue the proceedings from the stage where the predecessor had left. The award including the interim award/s of the Arbitrator shall be final and binding on all the parties concerned. The Arbitrator may lay down from time to time the procedure to be followed by him in conducting Arbitration Proceedings and shall conduct Arbitration Proceedings in such manner, as he considers appropriate.

That the Courts at shall have exclusive jurisdiction subject to the Arbitration clause herein above, to entertain any dispute arising out of, or in any way touching or concerning this Agreement

16. Acceptance, Signing, Delivery, Execution of this Document/ Agreement

- A. The Document may be accepted by the Borrower physically or electronically as under:
 - i. Physical acceptance (manual signature) by the Borrower. In case the document is accepted physically by the Borrower, the physical signature clauses at the end of this document shall apply. However, in case the document is electronically accepted by the Borrower as mentioned in (b) below, then the physical signature of the Borrower shall not be required and physical signature fields at the end of the document, though appearing there, shall be treated as non-applicable.
 - ii. Electronic acceptance by the Borrower: In case of electronic acceptance of this document by the Borrower, the following shall apply: The Borrower hereby expressly acknowledges and confirms that it/its authorised signatory/ies on its behalf, has/ve read,

X _____
1. Borrower

X _____
2. Borrower

X _____
3. Borrower

X _____
4. Borrower

X _____
5. Borrower

verified, understood this Document and the Borrower has irrevocably agreed to and accepted, signed and delivered this document including all terms and conditions contained in this document/terms and conditions/agreement, the Schedules thereto (collectively "Document") by way of electronic signature (e-sign) or digital signature (of the Borrower in case of an individual, or of the authorised signatories of the Borrower in case of the non-individual) or by way of any other digital or electronic acceptance including by way of validation through one time password/code or click or tick or any other action signifying acceptance or any electronic authentication technique and no other further act, deed or writing or any physical or manual signature of acceptance on part of the Borrower shall be required for the signing, acceptance and delivery by the Borrower. The acceptance, signing and delivery by/for and on behalf of the Borrower is complete and absolute as above. For the purpose of stamp duty, TRUHOME FINANCE LIMITED may optionally associating the stamp paper/stamped page (including franked) with this document would be as good as making the stamp paper/stamped page an integral part of this document. The Borrower also acknowledges that the execution of the agreement would be complete only once the same is accepted by TRUHOME FINANCE LIMITED. TRUHOME FINANCE LIMITED also does not require to sign the Documents in any physical form. Subsequent to acceptance of the Borrower as above, TRUHOME FINANCE LIMITED shall be deemed to have accepted this document:

- a) either, online by way of TRUHOME FINANCE LIMITED sending an email communicating such competition, from its relevant office/branch into the Borrower and attaching therewith the copy of this document, or
- b) by way of counter-signing or initialing at the hands of its officer at the hands of its officer the Relevant Extract of this document or
- c) by way of electronic signature (e-sign) or digital signature by its officer or by its officer or by signifying its acceptance in any other manner.

Upon acceptance of this Document by the Borrower this document and any electronic copy made by/on behalf of TRUHOME FINANCE LIMITED thereof shall be deemed and treated as an original Document. TRUHOME FINANCE LIMITED may print paper copies of the electronic record or produce in any such form at its discretion, of this Document and/or logs/records of acceptance by the Borrower as aforesaid, and the same shall be fully binding on the Borrower. The Borrower has no objection to such print-outs or any such other form (in the discretion of TRUHOME FINANCE LIMITED) being produced by TRUHOME FINANCE LIMITED including in evidence in any court, tribunal or otherwise, to prove the signing or acceptance, execution as above, as well as the contents of the contract.

- B. Hereto or to any other certificate, agreement or document related to the transaction contemplated by this Document

and any contract formation or record-keeping through electronic means shall have the same legal validity and enforce ability as a manually executed or use of a paper-based record keeping system to the fullest extent permitted by applicable law and the Parties hereby waive any objection to the contrary.

17. Miscellaneous

- A. The Borrower here by declares that the said property described in the schedule hereunder is free from all encumbrances and that the Borrower has clear and marketable title to the said property and has full right, power and authority to secure the same in favour of Lender as here by provided.
- B. Without prejudice to the lenders other rights and remedies, the lender shall be entitled to charges at its own discretion enhanced rates of interests on the outstanding in the loan accounts or a portion thereof or for any default or irregularity on the part of the borrower, which in the opinion of the lender warrants charging of such enhanced rates of interests for such period as the lender may deem fit. The equated monthly instalments will have to be paid till the entire amount due under this agreement is fully repaid. Further the amount of equated monthly instalment may change/increase as may be decided by the lender.
- C. The borrower hereby agrees and undertakes that the entire loan shall be utilized for the purpose as mentioned in the schedule and for no other purpose whatsoever.
- D. The borrower shall duly and punctually comply with all the terms and conditions for holding of the property and comply with all the rules, regulations, bye-laws etc. of the concerned cooperative society, Association, Limited Company or any other competent Authority and pay such maintenance and other charges for the upkeep of the property or the use thereof.
- E. The Borrower confirms the accuracy of the information given in the loan application and further confirms that no material changes or alteration has taken place subsequent to the date of application, which would jeopardize the security in any manner whatsoever. The Borrower further warrants that there are no mortgages, charges, lien or other encumbrances or any rights by way of light, water or other easements in respect of the said property.
- F. The Borrower declares and confirms that he is not a party to any litigation of any material character affecting the security and Borrower is not aware of any facts likely to give rise to such litigation or any material claims or enquiries from any tax authorities or other statutory authorities.
- G. It is hereby agreed between the Parties that the Schedule may be amended, revised, substituted by way of written communication by Lender to the Borrower from time to time. Such correspondences between Lender and the Borrower and acceptance thereof by Borrower shall be deemed to be an integral part of this Agreement and shall be read in conjunction thereof.
- H. All or any other conditions as specified in the sanction letter,

if any, shall form an integral part of this Agreement and the sanction letter shall always be used in conjunction with this Agreement at all times.

- I. Without prejudice to any other term of this agreement, the parties expressly agree that any payment made by the borrower to Lender under this agreement shall be appropriated towards the following dues, in such manner as may be determined by Lender from time to time-
- i. Costs, charges, bank charges and Incidental expenses that Lender may expend to service, enforce and maintain security and therefore recover the loan, interest and all sums due and payable by the borrower to Lender under this agreement
 - ii. Interest on amounts in default and loss of profits on the defaulted amount/s
 - iii. Prepayment charges/part payment charges/foreclosure charges
 - iv. Interest
 - v. Pre-EMI interest
 - vi. EMI
 - vii. Principal amount of the loan
- J. Borrowers shall be deemed to have notice of any changes in the Agreement, whenever such changes are displayed/notified at/by the branch or displayed in its website as per the Scheme of Lender and Borrower will not held liable to the Lender for claim if any arising out of above said clause.
- K. The parties agree that any delay or omission by Lender in exercising any of its rights, powers or remedies as the lender of the loan under this Agreement and other documents pursuant hereto shall not impair the right, power or remedy or be construed as its waiver or acquiesce by Lender.
- L. The Parties confirm that this Agreement and its Schedule and any other documentation pursuant to it, represent one single agreement between the Parties.
- M. This Agreement supersedes all prior discussions and representations between the parties, including the Lender brochure, save with respect to the obligations of and representations made by the Borrower to Lender set forth in any correspondence, application forms or otherwise made or agreed to be made howsoever.
- N. The Borrower(s) confirms that he/they have full power, capacity and authority to execute, deliver and perform this Agreement and have taken all necessary action for the authorization, execution, delivery and performance of this Agreement.
- O. The addresses of the Parties shall be as mentioned under the Schedule. The Borrower shall forth with inform Lender of any change in his Address.
- P. Any notice or request required or permitted under this Agreement to be given by either Party to the other shall be only in writing and sent on the address of the other Party as

mentioned in the Schedule (or in case to the Borrower, on the address of the Borrower last known to Lender):

- I. If given by Lender, may be given by personal delivery, fax or by post and shall be deemed to have been served upon or received by the Borrower, if given by personal delivery, when so delivered and if by post on expiration of 3 days after the same has been delivered to the post office for onward transmission to the Borrower under certificate of posting; and
 - ii. If given by the Borrower to Lender when it is actually received by Lender.
- Q. Should one or several provisions of this Agreement be or become invalid or un enforceable, then the Lender shall substitute such provision(s) by valid ones, which in their economic effect come so close to the invalid or unenforceable provision(s) that it can be reasonably assumed that the Parties would have contracted this Agreement also with those provision(s). The same provision applies mutatis mutandis if a gap is found which requires regulation. In the event such new provision(s) cannot be found, the invalidity or unenforceability of one or several provisions of this Agreement shall not affect the validity of the Agreement as a whole, unless the invalid or unenforceable provisions are of such essential importance for this Agreement that it is to be reasonably assumed that the Parties would not have contracted this Agreement without them.
- R. The Borrower agrees that in the event of an unfortunate event where by the Master Insurance Policy is required to be invoked and/or claimed ("Unfortunate Event"), any insurance/claim proceeds received from the insurance company there-against, shall first be paid to the Lender to the extent of the Outstanding Balance as on the date of such payment and any surplus thereafter, if available, shall be paid to the nominee of the Borrower. The Borrower is aware that insurance company is responsible for payment or repudiation of the claim and Lender is not responsible for the same in any manner whatsoever.
- S. The Borrower hereby irrevocably and unconditionally authorizes the Lender, being the Master Insurance Policy holder, at Lenders sole discretion, to surrender for and on behalf of the Borrower the Master Insurance Policy benefits to the concerned insurance company in the event the Borrower fails to pay 6 (Six) Instalments or such number of Instalments as the Lender may decide at any given point in time, without any further notice or advice to the Borrower and to adjust any amount received from the insurance company on surrender of the policy towards the Outstanding Balance under this Agreement. The Borrower undertakes to advise in writing his nominees under the Master Insurance Policy and the Borrowers family members, instructing them to inform the Lender immediately of any Unfortunate Event giving rise to invocation and/or claim of the policy forthwith upon happening of such event. Once the policy is surrendered as above, the said action shall be irrevocable and Lender or the insurance company shall not be responsible for non-payment of claim on the surrendered policy. The Borrower unconditionally and

X _____
1. Borrower

X _____
2. Borrower

X _____
3. Borrower

X _____
4. Borrower

X _____
5. Borrower

irrevocably waives the right to surrender the Master Insurance Policy and/or any benefits or rights thereunder to the insurance company except through the Lender and undertakes not to surrender the Master Insurance Policy and/or any benefits or rights thereunder to the insurance company except through the Lender. The Borrower shall not without prior written approval of the Lender, charge, encumber, transfer, alienate in any manner whatsoever the Master Insurance Policy and/or any benefits or rights thereunder. The Borrower hereby agrees to put the insurance company to notice about these provisions and get an acknowledgment to that effect from the insurance company and furnish to the Lender to its satisfaction the same. The Lender shall not be responsible for renewal/payment of premium, etc.

- T. The Borrower understand that as a pre-condition, relating to grant of the loans/ advances/other non-fund based credit facilities to the Borrower and furnishing of guarantee in relation there to, The Lender requires consent of the Borrower of the credit facilities granted/to be granted by Lender for the disclosure by Lender of information relating to the Borrower, any credit facilities availed of/ to be availed, by the borrower/guarantor(s), obligations as assumed the Borrower in relation there to and default, if any, committed in discharge thereof.
- I. Accordingly, the Borrower hereby agrees and gives consent for the disclosure by the Lender of all or any such;
 - ii. Information and data relating to Borrower(s);
 - iii. the information or data relating to Borrower(s) obligations in any credit facility granted/to be granted by Lender;
 - iv. default, if any committed by Borrower(s) in discharge of

1. _____
(Borrower Name)
2. _____
(Borrower Name)
3. _____
(Borrower Name)
4. _____
(Borrower Name)
5. _____
(Borrower Name)

Signed, and Delivered by the within named Lender, through its authorized official

Name: _____ Employee Code No.: _____

Borrower/my/ours such obligation as Lender may deem appropriate and necessary to disclose and furnish to Credit Information Bureau (India) Ltd. and any other agency authorized in this behalf by Reserve Bank of India/National Housing Bank.

- V. The Borrower(s) declares that the information and data furnished by Borrower(s) to Lender are true and correct.
- U. The Borrower(s) undertakes that-
- I. The Credit Information Bureau (India) Ltd. and any other agency so authorized may use, process the said information and data disclosed by Lender in the manner as deemed fit by the mand
 - ii. The Credit Information Bureau (India) Ltd. and other agency so authorized may furnish for consideration, the processed information and data or products thereof prepared by them, to Banks/Financial Institutions and other credit grantors or registered users, as may be specified by the Reserve Bank of India/National Housing Bank in this behalf.
- V. The Borrower(s) acknowledges that all details in this Agreement terms has been filled in Borrower(s) presence and has read and understood all the terms and conditions of the Loan. The Borrower(s) also acknowledge that the aforesaid terms and condition of the Agreement and other documents has been explained to the Borrower(s) in the language understood by the Borrower(s) and the Borrower(s) has understood the entire meaning of the terms and conditions and have affixed his/her signature after verifying and understanding the contents of this Agreement.

IN WITNESS WHEREOF the parties hereto have set their hand on the day, month and year here in above mentioned. Signed and Delivered by the within named Borrower:

X _____
1. Borrower

X _____
2. Borrower

X _____
3. Borrower

X _____
4. Borrower

X _____
5. Borrower

SCHEDULE TO LOAN AGREEMENT

Date :	Place :	Branch Name: _____ Address: _____ _____	
Borrower's Name and Address <input type="checkbox"/> Individual(s) <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> HUF <input type="checkbox"/> LLP <input type="checkbox"/> Partnership <input type="checkbox"/> Company			
1	1st Borrower First Name : _____ Middle Name : _____ Surname / Family Name : _____		
	Resi. Address : _____ Tel-Landline : _____ STD. Code : No. _____ Mobile: _____ E-Mail : _____	Office Address : _____ Tel-Landline : _____ STD. Code : No. _____ Mobile: _____ E-Mail : _____	
	Borrower's Name and Address <input type="checkbox"/> Individual(s) <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> HUF <input type="checkbox"/> LLP <input type="checkbox"/> Partnership <input type="checkbox"/> Company		
	2nd Borrower First Name : _____ Middle Name : _____ Surname / Family Name : _____		
2	Resi. Address : _____ Tel-Landline : _____ STD. Code : No. _____ Mobile: _____ E-Mail : _____		Office Address : _____ Tel-Landline : _____ STD. Code : No. _____ Mobile: _____ E-Mail : _____
	Borrower's Name and Address <input type="checkbox"/> Individual(s) <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> HUF <input type="checkbox"/> LLP <input type="checkbox"/> Partnership <input type="checkbox"/> Company		
	3rd Borrower First Name : _____ Middle Name : _____ Surname / Family Name : _____		
	Resi. Address : _____ Tel-Landline : _____ STD. Code : No. _____ Mobile: _____ E-Mail : _____		Office Address : _____ Tel-Landline : _____ STD. Code : No. _____ Mobile: _____ E-Mail : _____
Borrower's Name and Address <input type="checkbox"/> Individual(s) <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> HUF <input type="checkbox"/> LLP <input type="checkbox"/> Partnership <input type="checkbox"/> Company			
4	4th Borrower First Name : _____ Middle Name : _____ Surname / Family Name : _____		
	Resi. Address : _____ Tel-Landline : _____ STD. Code : No. _____ Mobile: _____ E-Mail : _____		Office Address : _____ Tel-Landline : _____ STD. Code : No. _____ Mobile: _____ E-Mail : _____
	Borrower's Name and Address <input type="checkbox"/> Individual(s) <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> HUF <input type="checkbox"/> LLP <input type="checkbox"/> Partnership <input type="checkbox"/> Company		
	5th Borrower First Name : _____ Middle Name : _____ Surname / Family Name : _____		
5	Resi. Address : _____ Tel-Landline : _____ STD. Code : No. _____ Mobile: _____ E-Mail : _____		Office Address : _____ Tel-Landline : _____ STD. Code : No. _____ Mobile: _____ E-Mail : _____
	Borrower's Name and Address <input type="checkbox"/> Individual(s) <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> HUF <input type="checkbox"/> LLP <input type="checkbox"/> Partnership <input type="checkbox"/> Company		

X _____
1. Borrower

X _____
2. Borrower

X _____
3. Borrower

X _____
4. Borrower

X _____
5. Borrower

Facility	Home Loan/Loan Against Property / Loan for Purchase of Commercial Property / Additional Finance / Take over Loan	
Sanction Letter No.		
Purpose of Loan	Home Loan for purchase of house/flat (New/resale/Construction of house/ Purchase of Plot of Land & Construction of House/Home Improvement / Home Extension / Takeover of Housing Loan / Plot Loan / Business / Personal / Loan Against Property / Others	
Facility Amount	₹ : (in Figures:)	In Words:
Tenure of Fixed Rate of Interest (in months)		Periodicity of interest Application: MONTHLY RESTS
Tenure of Variable Rate of Interest (in Months)		Periodicity of interest Application: MONTHLY RESTS
PLR (Present)	Discount / Add (+/-)	
Rate of Interest	Fixed rate of interest	Effective Rate _____ % p.a.
	Variable rate of Interest Effective Rate% p.a.	
Penal Interest Charges	36% p.a. (Inclusive of GST) i.e. 3% per month of the overdue installments / amount for all type of loans.	
Repayment Terms	Repayable in months by Equated Monthly Installments (EMI's) as stated below.	
Monthly Repayment (EMI) Amount	₹ : (in Figures:)	In Words:
PRE-EMI Payment Date	_____ of every month till the commencement of EMI	
EMI Payment Date	_____ of every month	
Disbursement	By direct single payment / part payments in favour of	
	1 _____	
	2 _____	
	3 _____	
	4 _____	
Previous Lender / Builder / Vendor / Society / Association / Developer / Seller / Self.		

X _____ 1. Borrower
 X _____ 2. Borrower
 X _____ 3. Borrower
 X _____ 4. Borrower
 X _____ 5. Borrower

Security	Equitable Mortgage or Registered mortgage or such security as TRUHOME FINANCE LIMITED may from time to time required in the form and substance acceptable to TRUHOME FINANCE LIMITED.
Details of Property	Seller's / Owner's Name : _____ Seller's / Owner's Address : _____ _____ _____ Name of the Building / Property : _____ Building No. _____ Flat No. / Plot No. _____ Location : _____ _____ Tehsil/Taluka _____ Dist _____ State _____ Within the limits of the Municipality / Corporation _____ Agreement Value of the Property: ` _____ (Applicable only for Purchase of Commercial Property) (Rupees _____) Market Value of the Property : ` _____ (Rupees _____)

Signed & Delivered by	<input type="checkbox"/> Individual(s) <input type="checkbox"/> Sole Proprietor <input checked="" type="checkbox"/> HUF <input type="checkbox"/> LLP <input type="checkbox"/> Partnership <input type="checkbox"/> Company
Borrower (s)	Name
1st Borrower	_____
Signed & Delivered by	<input type="checkbox"/> Individual(s) <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> HUF <input type="checkbox"/> LLP <input type="checkbox"/> Partnership <input type="checkbox"/> Company
Borrower (s)	Name
2nd Borrower	_____
Signed & Delivered by	<input type="checkbox"/> Individual(s) <input checked="" type="checkbox"/> Sole Proprietor <input type="checkbox"/> HUF <input type="checkbox"/> LLP <input type="checkbox"/> Partnership <input type="checkbox"/> Company
Borrower (s)	Name
3rd Borrower	_____
Signed & Delivered by	<input type="checkbox"/> Individual(s) <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> HUF <input type="checkbox"/> LLP <input type="checkbox"/> Partnership <input type="checkbox"/> Company
Borrower (s)	Name
4th Borrower	_____
Signed & Delivered by	<input type="checkbox"/> Individual(s) <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> HUF <input type="checkbox"/> LLP <input type="checkbox"/> Partnership <input type="checkbox"/> Company
Borrower (s)	Name
5th Borrower	_____
Signed & Delivered on Behalf of TRUHOME FINANCE LIMITED	
Signature _____ Name _____ Emp. Code No. _____	

X _____
1. Borrower

X _____
2. Borrower

X _____
3. Borrower

X _____
4. Borrower

X _____
5. Borrower

END USE LETTER

Date :

Place :

To

Truhome Finance Limited.,

Dear Sir,

Sub: End use of the Loan

I/We, has approached Truhome Finance Limited. for the Loan facility of Rs. /- (Rupees Only) (hereinafter referred to as "Said Loan")

I/We have expressly desired to avail the said Loan and disbursement funds will be used for the purpose of:

1. Business
2. Education
3. Marriage
4. Purchase
5. Improvement of property
6. Medical Treatment
7. Other Purpose

If for other Purpose specify:

I/We hereby represent, warrant and confirm that the aforesaid purpose is a valid purpose and also agree and undertake to utilize the loan only for the above mentioned purpose and that the loan shall not be used for any illegal and/or antisocial and/or speculative purposes including but not limited to participation in stock markets/IPOs, gambling, chit fund or any other activity specified under any Law or by Truhome Finance Limited as restricted activity.

I further agree, confirm and undertake that the purpose of use of funds under the facility shall not be changed in any manner during the tenor of the loan or that such change in purpose shall take place with the prior written permission of Truhome Finance Limited.

I hereby agree and confirm that the Income Tax benefits for a housing loan under the provisions of Income Tax Act, 1961 will not be available to me in respect of the facility for the additional purpose(s).

I agree that any breach or default in complying with all or any of the aforesaid undertaking(s) will constitute an event of default under the Facility Agreement.

Thanking You.

Yours Sincerely,

X _____
1. Borrower

X _____
2. Borrower

X _____
3. Borrower

X _____
4. Borrower

X _____
5. Borrower

LIST OF PROPERTY DOCUMENTS SUBMITTED

To,

Dated :

Truhome Finance Ltd.,

Srinivasa Tower, 1st Floor, Door No. 5, Old No. 1,
2nd Lane, Cenatoph Road, Alwarpet,
Teynampet, Chennai - 600018.

Place :

I/We have deposited the following original property documents on with Lender, for the purpose of availing a Loan Against Property / Housing Loan / Loan for Purchase of Commercial Property / Additional Finance.

Sr. No.	Date of Document	Particulars	Original document	Copy of the document	Remarks
			Please tick as applicable		
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					
16					
17					
18					
19					
20					

I/We hereby certify that all the above documents are genuine and given with a bona fide intention for availing the loan.

X _____
1. Borrower

X _____
2. Borrower

X _____
3. Borrower

X _____
4. Borrower

X _____
5. Borrower

PDC COVERING LETTER

To,

Dated :

Truhome Finance Ltd.,

Srinivasa Tower, 1st Floor, Door No. 5, Old No. 1,
2nd Lane, Cenatoph Road, Alwarpet,
Teynampet, Chennai - 600018.

Place :

Dear Sir,

Ref : Loan Agreement dated executed by me / us in favour of Lender.

Please find enclosed crossed Post-dated cheques / security cheques drawn in favour of Lender bearing the following particulars being submitted towards repayment of the loan availed. The post-dated cheques / security cheques contain my / our authorized signatories' genuine signature, which shall not be disputed by me / us.

1. Name of the Drawee bank :
2. Drawee Bank Branch :
3. MICR Sort Code (11 digit) :

--	--	--	--	--	--	--	--	--	--	--
4. Date of Cheques : of each month commencing from :
5. Cheque Numbers :

Sr. No.	From	To	No. of cheques
1			
2			
3			
4			
5			
6			
7			
8			
9			

I/We agree that the Post-dated cheques / Security cheques are given towards Loan repayment / instalments in the debt due and payable by me / us to Lender in terms of Loan Agreement dated In case of change of authorized signatory of any of the Borrower/s, I/we undertake to replace the cheques appropriately and in the event of non-replacement of the cheques before the due dates, I/we undertake to honour the Post-dated cheques / Security cheques held by Lender.

X _____
1. Borrower

X _____
2. Borrower

X _____
3. Borrower

X _____
4. Borrower

X _____
5. Borrower

DISBURSEMENT REQUEST FORM

To,

Dated :

Truhome Finance Ltd.,

Srinivasa Tower, 1st Floor, Door No. 5, Old No. 1,
2nd Lane, Cenatoph Road, Alwarpet,
Teynampet, Chennai - 600018.

Place :

Dear Sir,

**Sub : Request for Disbursement of my /our Home Loan/Loan Against Property/Loan for Purchase of
Commercial Property /Additional Finance / Take over Loan**

I/We have been sanctioned a Home loan/Loan Against Property/Loan for Purchase of Commercial Property /Additional Finance / Take over Loan of `
..... by Truhome Finance Ltd. for the property.....
..... I/We request you to kindly disburse the amount of `
(Rupees)

I/We request you to disburse the loan in following manner :

1) Favouring 1:

Favouring :

Amount: ` (Rupees)

2) Favouring 2 :

Favouring :

Amount: ` (Rupees)

3) Favouring 3 :

Favouring :

Amount: ` (Rupees)

4) Favouring 4 :

Favouring :

Amount: ` (Rupees)

5) Favouring 5 :

Favouring :

Amount: ` (Rupees)

6) Favouring 6 :

Favouring :

Amount: ` (Rupees)

I/We also request you to kindly deduct my EMI on the _____ of every month commencing from ____ / ____ /20____

I/We are aware that I/We need to pay PRE-EMI for the broken period* even if my loan is fully disbursed.

Yours faithfully,

* Broken period: from date of disbursement till EMI cycle date

X _____
1. Borrower

X _____
2. Borrower

X _____
3. Borrower

X _____
4. Borrower

X _____
5. Borrower

DECLARATION FOR DISBURSEMENT

Date :

Place :

To,
The Manager,
Truhome Finance Limited,

I/We, Mr./Mrs./Ms. _____, _____ (Borrowers of Truhome Finance Limited) hereby state as follows that I /We have taken a Home Loan/Loan against Property/ Home Improvement Loan /Top Up Loan of Rs. _____/- from Truhome Finance Limited (hereinafter referred to as Truhome Finance Limited) vide Sanction Letter Reference No. _____ by mortgaging the Property situated at _____.

I/We hereby declare that I/We have understood, all terms and conditions of the sanction letter & loan documents, post which I/We have signed the Loan documents and other disbursement related documents.

I/We, hereby declare that I/We would be submitting all the required original and other documents before accepting the disbursal cheque. I /We, hereby further, confirm that I/We are personally responsible to hand over the pending documents if any, to Truhome Finance Limited.

I request you to book the loan amount for disbursal as earliest as possible. I/We confirm that I/We are ready to pay Interest/EMI/Pre-EMI and/or any other applicable charges towards from the dates of the booking in your system and it is agreed that cheque would be handed over to me/us against satisfactory verifications of all the Originals and other requisite documents.

I/ We undertake to pay all Interest, Principal and other charges payable to Truhome Finance Limited on demand and/ or incase of cancellation of said loan and/or Non submission of above mentioned documents the paid charges/expenses are non -refundable and liable to pay foreclosure charges if any as per regulatory guidelines.

X _____
1. Borrower

X _____
2. Borrower

X _____
3. Borrower

X _____
4. Borrower

X _____
5. Borrower

AFFIDAVIT CUM UNDERTAKING

Date :

Place :

I/We _____ aged _____ S/o/ D/o/ W/o _____
_____ residing at _____ ("Deponent") do here by solemnly affirm and declare

1. I / We, have been sanctioned a loan of Rs. _____/- (Rupees _____), with Truhome Finance Limited for the purpose of Housing Loan/LAP/Self Construction/Plot purchase & Construction/ Home Improvement/Top Up Loan.
2. I/We have provided a Scheduled Property as a security to the Loan.
3. I/We hereby undertake that the Construction has been /will be carried out strictly as per the sanctioned plan and shall not violate the sanctioned plan and has complied with/shall comply with all statutory, regulatory and government approvals requirements regarding the loan and the construction of the property. Lender is further entitled at its sole discretion to appoint an architect at the costs and expenses of Deponent at various stages of Construction of building to examine that construction of building is done/being done strictly as per sanctioned plan.
4. I/We hereby declare that as and when required by Lender, the copies of the sanctioned plan and/or completion certificate shall be provided.
5. I/We hereby declare that if the Scheduled Property is approved by any authority and same is used for the mentioned purpose and not to be used for any other purpose.
6. The Applicants/ Borrowers further confirm and undertake for the self-Construction and under constructions cases that: -
 - a. Shall not violate any terms and conditions of the Sanctioned Plan.
 - b. Construction shall be done strictly as per Sanctioned Plan.
 - c. The entire construction on the Schedule Property is allowed to complete within 18 months from the date of first disbursement of loan by the Truhome Finance Limited and shall complete entire construction over the scheduled property within the period of 36 months.
 - d. I/We hereby declare that I/We have obtained /shall obtain the completion certificate within 3 months from the date of completion of the construction and comply other terms as stated by the lender.
 - e. That subject to the rights available in clause (e) herein below, I/ we am/ are aware that the Truhome Finance Limited has the rights to withhold the future disbursements, if any, and down size or recall the loan amount, in case there is failure to complete the construction within 18 months from the date of first disbursement and/ or the construction over the Scheduled Property is not as per applicable building bye laws/ sanction building plan for such construction.
 - f. In case, I/ We fail to complete the entire construction over the Schedule Property within the aforementioned period, I/We, hereby agreed to the Truhome Finance Limited without any restrictions for the following terms and conditions-
 - That, the present housing loan rate of interest shall be increased under the Loan Against Property category and the applicable rate of interest of the Loan Against Property shall be charged by the Truhome Finance Limited for the further period of loan tenure and the rate of interest charged by the Truhome Finance Limited shall be final and binding on the Applicants/ Borrowers.
 - That I/We agree, to pay the revised EMI, on account of increased rate of interest to the Truhome Finance Limited.
 - I/We declare that structural design of the building/house proposed to be constructed is in compliance with the National disaster Management Authority Guidelines (NDMA Guidelines) and is ensured that the disaster resilience features of NDMA guidelines have been incorporated/adopted.
7. I/We hereby undertake to abide strictly by all the terms and conditions contained in the sanction letter, various loan documents executed by me/us in favour of Lender including the liability to repay the debt in case of termination/recalling of the loan in the circumstances

X _____
1. Borrower

X _____
2. Borrower

X _____
3. Borrower

X _____
4. Borrower

X _____
5. Borrower

hereinabove mentioned and further undertake that I/We shall not sell the Scheduled Property during the subsistence of the Loan without the prior written consent of Lender.

8. I/We hereby jointly and severally agree and declare that if any of the terms and conditions of the Loan Agreement or any of the averment made by me/us in this Affidavit/undertaking or any other document is false, or is misrepresented then Lender has the right to recall the entire Loan with interest, costs and other charges as Lender deems fit.
9. I/We further, undertake/s that in consideration of the Loan advanced /sanctioned by Lender, I/We shall indemnify and keep Lender indemnified at all times for any loss and/or damage caused to Lender on account of any act done or caused to be done by me/us.

SCHEDULE OF THE PROPERTY

BOUNDARIES:

East : _____

West : _____

North : _____

South : _____

Deponent/s:

X _____ X _____ X _____ X _____ X _____
1. Borrower 2. Borrower 3. Borrower 4. Borrower 5. Borrower

DECLARATION FOR SIGNING IN VERNACULAR LANGUAGE/THUMB IMPRESSION

I/We, _____ son/daughter/wife of _____, Indian Inhabitant of _____ Age, residing at _____ do hereby state and declare and solemnly affirm as under:

The contents of the loan documents and all other documents incidental to availing loan from Truhome Finance Limited, have been read out and explained to me in my language.

signature/my mother tongue and I/We have understood the same do hereby agree to abide by all terms and conditions of the loan and clauses of the same.

I/We declare that whatever I/We have stated herein above is true and correct to the best of my/our knowledge and belief.

Date: _____

Place: _____

I Mr./Mrs/Ms. _____ explained the contents of loan agreement and ancillary documents to

Mr./Mrs./Ms. _____

Signature: _____

Name: _____

I agree to execute the present deed,

X _____

Vernacular Signature/Thumb Impression

I hereby certify that this is the left thumb impression of Mr. /Mrs. /Mrs. _____

X _____

Truhome Finance Limited Official/Employee

For Truhome Finance Limited

CONSENT FOR CO-LENDING

APPENDIX I

1. Arrangement

- a. Truhome Finance Limited has entered into a co-lending arrangement with certain banks ("Bank") for the purpose of co-lending under the RBI circular dated November 05, 2020, as amended, supplemented and superseded from time to time in all respects in relation to the loan. This loan may also be subject to such co-lending arrangement, pursuant to which if the loan availed by the Borrower meets the selection criteria of the Bank and/or is accepted by the bank, the Company will provide the loan to the Borrower and the Bank will transfer monies to the extent of certain percentage* of the total principal outstanding to the Company ("Bank Contribution") and part of the loan will be novated by the Bank. If the Borrower meets the selection criteria of the Bank but the Bank is not willing to participate in the loan as mentioned above, the loan of full value shall be provided by Company. The Bank and the Company are hereinafter collectively referred to as the "Co-lenders".
- b. The details of the co-lending arrangement are set out in this appendix. The Borrower agrees that it has carefully read and understood the terms of this Appendix and agrees and undertakes to comply with and abide by the terms of this appendix.
- c. Upon transfer by the Bank of the Bank Contribution, the terms of the loan will be deemed to be novated in such a manner that Bank will become a co-lender of the loan and will be deemed to have executed this document as a co-lender along with the Company.
- d. Upon transfer by the Bank of the Bank Contribution, all the right, title and interest of the Company in the loan, shall stand transferred to Bank (to the extent it is entitled to pursuant to the transfer of Bank Contribution) absolutely and forever, to the end and intent that the Bank shall be deemed to be the full and absolute owner and as such legally and beneficially entitled to all such portion of the loan, free from all encumbrances.
- e. In accordance with the Co-lending Circular, each of the Co-lenders may assign, transfer or novate any of its rights or commitments under the <Credit Facilities/Loan/ term as defined in the loan agreement> including all rights and benefits connected with such <Credit Facilities/Loan/ term as defined in the loan agreement> (together with the benefit of the terminal loss guarantee in the case of any assignment, transfer or novation carried out by the [Bank]) to any other party only after obtaining the prior consent of the other Co-lenders without any impediment, restriction, limitation of any nature whatsoever.

2. Security Trustee

- a. The Borrower hereby agrees and acknowledges that a trust would be set up by the Company pursuant to security trustee agreement wherein the company shall act as the Security Trustee in terms thereof and the Borrower will create the entire Security Interest and execute the relevant security documents in connection with the Loan in favour of the Security Trustee (acting in accordance with the terms of the Security Trustee Agreement and on behalf of and for the benefit of the Company and the Bank) in the same manner and fashion as if

the Borrower had appointed [Company] as the security trustee to hold the said security interest on behalf of and for the benefit of Company and the Bank. Upon the participation of the Bank and the Bank transferring the Bank's Contribution, the Bank shall have the absolute right over the Security to the extent of right, title and interest of the Bank in the payouts to be made to the Bank under the terms of the co-lending agreement and the Security Trustee will [hold the security in trust, and for the benefit of the Bank].

- b. The Security Trustee shall also undertake any enforcement of security as per Clause 10 of the terms and conditions set out herein and collect all enforcement proceeds from the Borrower on behalf of itself and the Bank.
- c. Further, this document shall be held by the Security Trustee in trust and for the benefit of the Company and the Bank.
- d. Further, the Security Trustee will act as trustee, for and on behalf and for the benefit of the Company and the Bank for holding the security interest created by the Borrower/ Guarantor or any other security provider.
- e. As per the co-lending arrangement, the Company and the Security Trustee shall keep this document, any other document in relation to the loan and the security created in terms hereof, in safe custody.

3. Roles, responsibilities and covenants of the Bank and the Company

- a. The Company shall continue to be single point of interface for the Borrower, irrespective of a portion of the loan being novated by the Bank.
- b. The Company shall inter-alia have the following roles and responsibilities:
 - i. Collect the receivables and repayment amounts against the loan from the Borrower on behalf of itself and the Bank; and
 - ii. Maintain details and accounts of the Borrower.
- c. The Company and the Bank have agreed to adhere to a standard operating procedure mutually framed by the Company and the Bank which shall be monitored and periodically reviewed. The Company and the Bank agree and acknowledge that the loans granted under this arrangement shall be subject to the internal / statutory audit of the Bank and the Company to ensure the loans are in adherence to their respective internal guidelines, terms of the agreement and extant regulatory requirements.
- d. Under the co-lending arrangement, the Bank and the Company has confirmed that they shall follow the co-lending model notified by RBI vide notification dated November 05, 2020 titled "Co-Lending by Banks and NBFCs to Priority Sector", as amended, supplemented and superseded from time to time, in all respects in relation to the loan.
- e. All the collection and recovery of the amounts due from the Borrower in relation to the loan and all such acts and

performances in relation to the servicing and recovery of loan will be undertaken by the Company therefore all the payments to be made by the Borrower, in relation to the loan shall be made into such account as may be directed by the Company and the Company shall remit all dues of the Bank.

4. Grievance Redressal

The Borrower shall approach the Company for all its complaints and grievance. Further, in addition to the grievance redressal set out under paragraph [-] of the terms and conditions set out herein, the Borrower may register a complaint with the Company with respect to the loan, by way of e-mail to **leena.joshi@truhomefinance.in** or by way of a complaint registered with the call centre of the Company at 1800-102-4345 or by way of filing a direct written complaint addressed to the Grievance Redressal Officer – **Ms. Leena Joshi**, Truhome Finance Limited, Level 3, Wockhardt Towers, East Wing, Bandra-Kurla Complex, Mumbai - 400 051. The Company shall within 30 days, resolve the complaint, failing which the Borrower would have the option to escalate the same with the concerned Banking Ombudsman/Ombudsman for NBFCs or the Customer Education and Protection Cell (CEPC) in RBI. It is clarified that the Bank will not be under any obligation to entertain or resolve any complaints/ grievances raised by the Borrower with the Bank and that the Bank shall be entitled to redirect all complaints/ grievances raised with it by the Borrower to the Company.

5. Business Continuity Plan

The Bank and the Company have entered into master agreement to ensure uninterrupted service to the Borrower **by company/or as aligned between company & bank**, till repayment of the loan in the event the co-lending arrangement is terminated.

6. KYC

The borrower agrees that the KYC documents and information collected by the company may be shared with the Bank so that the Bank may rely on the same in line with the RBI norms for third-party KYC. However, the decision of whether or not to rely on such KYC is of the Bank. The borrower provides consent for sharing, storage and usage of it's KYC by company with the bank's with whom it has entered into co-lending arrangement.

7. Miscellaneous

- a. The Company shall continue to perform its obligation under this document on behalf of itself and the Bank.
- b. As per the co-lending arrangement, the Company shall make available to the Bank, any information received by it, on a request by the Bank pertaining to the loan and/or the operation or financial conditions or business of the Borrower, including any and all documents/ information collected by or submitted to

the Company. Further, the Bank shall be entitled to review, collect, store and use such all such data, documents, information of the Borrower for offering other financial products, generate cross sell offers and if so required, for the purpose of entering into any contract in future with the Borrower. Provided that, the Company and the Bank shall collect, store, share all such data and information of the Borrower in compliance with applicable laws on data privacy.

- c. The Borrower hereby agrees and acknowledges that the Company and the Bank shall be entitled to make appropriate respective filings, markings, noting regarding asset recognition, asset quality on their respective interest in the loan provided to the Borrower, as per the appropriate regulatory norms, policies and procedures applicable to each of them, including making appropriate filings with CIBIL and other agencies, bodies, regulatory authorities.
- d. The Borrower and the Bank shall not be liable for any malpractice performed by the Company in relation to the Loan availed by the Borrower.

I or We hereby agree to the above terms & conditions.

X _____ 1. Borrower	X _____ 2. Borrower	X _____ 3. Borrower	X _____ 4. Borrower	X _____ 5. Borrower
-------------------------------	-------------------------------	-------------------------------	-------------------------------	-------------------------------

i) Defined term to be used as per the loan agreement • ii) To be retained only in case of secured loans • *minimum 20% of loan to be on books of company.
iii) To be retained only in case of secured loans • iv) To be retained only in case of secured loans • v) To be retained only in case of secured loans

FATCA – Declaration Form

(Please consult your professional tax advisor for further guidance on your tax residency, if required) Primary

Applicant

1. Name* _____
2. Address* _____
Landmark _____ City _____
Pin code _____ State _____ Country _____
3. Address Type* (a) ☐ Residential (b) ☐ Business
4. PAN* _____ OR ☐ FORM 60/61*
mandatory if PAN not provided
5. Father's Name* _____
6. Nationality* _____
7. City of Birth* _____ mandatory for foreign national or non-resident of India
8. Country of Birth* _____ mandatory for foreign national or non-resident of India
9. Please tick applicable tax resident declaration: (Any one)*
☐ I am a tax resident of India and not resident of any other country or ☐ I am a tax resident of the country/ies mentioned in the table below

Country*	PAN	Aadhar

To also include USA, where the individual is a citizen/ green card holder of USA

%In case Tax Identification No. is not available, kindly provide functional equivalents\$

permissible documents are • Passport • Election ID Card • PAN Card • Driving License • UIDAI Card • NREGA Job Card • Others

FATCA-CRS Certification

I have understood the information requirements of this Form (and Terms & Conditions) and hereby confirm that the information provided by me on this Form is true, correct, and complete and hereby accept the same.

Signature: Borrower 1

Date: _____

Place: _____

*Mandatory Fields

Co-applicant 1

1. Name* _____
2. Address* _____
Landmark _____ City _____
Pin code _____ State _____ Country _____
3. Address Type* (a) ☐ Residential (b) ☐ Business
4. PAN* _____ OR ☐ FORM 60/61*
mandatory if PAN not provided
5. Father's Name* _____
6. Nationality* _____
7. City of Birth* _____ mandatory for foreign national or non-resident of India
8. Country of Birth* _____ mandatory for foreign national or non-resident of India
9. Please tick applicable tax resident declaration: (Any one)*
☐ I am a tax resident of India and not resident of any other country or ☐ I am a tax resident of the country/ies mentioned in the table below

Country*	PAN	Aadhar

To also include USA, where the individual is a citizen/ green card holder of USA

%In case Tax Identification No. is not available, kindly provide functional equivalents \$

permissible documents are • Passport • Election ID Card • PAN Card • Driving License • UIDAI Card • NREGA Job Card • Others

FATCA-CRS Certification

I have understood the information requirements of this Form (and Terms & Conditions) and hereby confirm that the information provided by me on this Form is true, correct, and complete and hereby accept the same.

Signature:

Date: _____

Place: _____

*Mandatory Fields

Co-applicant 2

1. Name*

2. Address*

Landmark

City

Pin code

State

Country

3. Address Type*

(a) ☐ Residential

(b) ☐ Business

4. PAN*

OR ☐ FORM 60/61*

5. Father's Name*

mandatory if PAN not provided

6. Nationality*

7. City of Birth*

mandatory for foreign national or non-resident of India

8. Country of Birth*

mandatory for foreign national or non-resident of India

9. Please tick applicable tax resident declaration: (Any one)*

☐ I am a tax resident of India and not resident of any other country or

☐ I am a tax resident of the country/ies mentioned in the table below

Country*	PAN	Aadhar

To also include USA, where the individual is a citizen/ green card holder of USA
%In case Tax Identification No. is not available, kindly provide functional equivalents\$
permissible documents are • Passport • Election ID Card • PAN Card • Driving License • UIDAI Card • NREGA Job Card • Others

FATCA-CRS Certification
I have understood the information requirements of this Form (and Terms & Conditions) and hereby confirm that the information provided by me on this Form is true, correct, and complete and hereby accept the same.

Signature:

Date:

Place:

*Mandatory Fields

Co-applicant 3

1. Name*

2. Address*

Landmark

City

Pin code

State

Country

3. Address Type*

(a) ☐ Residential

(b) ☐ Business

4. PAN*

OR ☐ FORM 60/61*

5. Father's Name*

mandatory if PAN not provided

6. Nationality*

7. City of Birth*

mandatory for foreign national or non-resident of India

8. Country of Birth*

mandatory for foreign national or non-resident of India

9. Please tick applicable tax resident declaration: (Any one)*

☐ I am a tax resident of India and not resident of any other country or

☐ I am a tax resident of the country/ies mentioned in the table below

Country*	PAN	Aadhar

To also include USA, where the individual is a citizen/ green card holder of USA
%In case Tax Identification No. is not available, kindly provide functional equivalents\$
permissible documents are • Passport • Election ID Card • PAN Card • Driving License • UIDAI Card • NREGA Job Card • Others

FATCA-CRS Certification
I have understood the information requirements of this Form (and Terms & Conditions) and hereby confirm that the information provided by me on this Form is true, correct, and complete and hereby accept the same.

Signature:

Date:

Place:

*Mandatory Fields

Co-applicant 4

1. Name*

2. Address*

Landmark

City

Pin code

State

Country

3. Address Type*

(a) ☐ Residential

(b) ☐ Business

4. PAN*

OR ☐ FORM 60/61*

5. Father's Name*

mandatory if PAN not provided

6. Nationality*

7. City of Birth*

mandatory for foreign national or non-resident of India

8. Country of Birth*

mandatory for foreign national or non-resident of India

9. Please tick applicable tax resident declaration: (Any one)*

☐ I am a tax resident of India and not resident of any other country or

☐ I am a tax resident of the country/ies mentioned in the table below

Country*	PAN	Aadhar

To also include USA, where the individual is a citizen/ green card holder of USA
%In case Tax Identification No. is not available, kindly provide functional equivalents\$
permissible documents are • Passport • Election ID Card • PAN Card •Driving License • UIDAI Card • NREGA Job Card • Others

FATCA-CRS Certification

I have understood the information requirements of this Form (and Terms & Conditions) and hereby confirm that the information provided by me on this Form is true, correct, and complete and hereby accept the same.

Signature:

Date:

Place:

*Mandatory Fields

FATCA-CRS Terms and Conditions

The Central Board of Direct Taxes has notified on 7th August 2015 Rules 114F to 114H, as part of the Income-tax Rules, 1962, which Rules required Indian financial Institutions such as the Bank to seek additional personal, tax and beneficial owner information and certain certification and documentation from all our account holders. In relevant cases, information will have to be report to tax authorities/ appointed agencies/ with holding agents for the purpose of ensuring appropriate withholding from the account or any proceeds in relation thereto. Should there be any change in any information provided by you, please insure you advise us promptly, i.e. within 30 days. If you have any questions about your tax residency, please contact your tax advisor. If you are a US citizen or resident or greencard holder, please include United States in the foreign country information field along with your US Tax Identification Number. It is mandatory to supply a TIN or functional equivalent if the country in which you are tax resident issue such identifiers. If no TIN is yet available or has not yet been issued, please provide on explanation and attach this to the form.

“Sample document provided for your understanding.”