

LOAN AGREEMENT

This LOAN AGREEMENT (Agreement) is made at the place and on the date as mentioned in Schedule I.

BETWEEN

The BORROWER, whose details are given in Schedule I, and hereinafter referred to as the "**Borrower**" of the One Part

AND

Citibank, N.A. a national banking association duly constituted, registered and in existence in accordance with the laws of the United States of America now in force and having its Head Office at 399 Park Avenue, Borough of Manhattan, City of New York, and having a branch office in India among other places at the address stated in Schedule I to this Agreement, and entering into this Agreement from and acting for the purposes of this Agreement from the said office in India and hereinafter referred to as the "**Bank**" or "**Citibank**" (which expression shall, unless repugnant to the context or meaning thereof, be deemed to include, its successors and assigns) of the Other Part.

WHEREAS relying upon the representations and information provided by the Borrower, the Bank has agreed to provide financial assistance to the Borrower on the terms and conditions hereinafter appearing to enable the Borrower to utilize the Loan for the purposes set out in Clause 2.1 of Schedule I.

NOW IT IS HEREBY AGREED AS UNDER ARTICLE 1 & DEFINITIONS

1.1 In addition to the definitions as contained elsewhere in this Agreement, unless the context otherwise requires:

- (a) "**Application**" means the application of the Borrower to the Bank for a Loan and where the context so requires, all other information submitted by the Borrower to the Bank in respect of seeking to avail of the Loan.
- (b) "**Marginal Cost of Funds based Lending Rate**" (MCLR) means the rate as determined and published by the Bank from time to time. The applicable tenor of the MCLR will be as detailed in the schedule 1 of the loan agreement. The MCLR of the relevant tenor published by the bank shall act as the benchmark for determining the applicable Rate of Interest payable on the Loan.
- (c) "**CitiHome One Loan**" or "**CitiHome One Facility**" means a type of Loan being offered to the Borrower under this Agreement on the terms and conditions set out hereinafter, including the terms and conditions set out in Schedule I [and Schedule IV] hereunder.
- (d) "**Commencement Certificate**" means the certificate issued by the concerned authority allowing the builder to commence construction of the property (after ensuring that all stipulated criteria have been met).
- (e) "**Citibank Online Facility**" means the facility being provided by the Bank to the Borrower to access its loan account details and summary, through the internet.
- (f) "**Effective Date**" means the date as stated in Schedule I.
- (g) "**Enhancement/ Home Loan Top-up**" means an additional amount of financial assistance provided to the Borrower(s) by the Bank in the form of an enhancement, on their existing and running Home Loan, on the terms and conditions mentioned in this Agreement and for an end use acceptable to the Bank.
- (h) "**Event of Default**" shall have the meaning assigned to such term in Article 8.1 (Events of Default) hereto.
- (i) "**Financial Year**" means the 12 (Twelve) month period commencing from April 1 to March 31 of the subsequent Gregorian Calendar.
- (j) "**Foreclosure**" means premature Repayment of the entire Loan, on the terms and conditions prescribed by the Bank from time to time and in force from time-to-time.