

**“Ipoteka-bank” ATIB
Moliyalashtiruvchi bank
va
Loyiha tashabbuskori**

**№ _____ - sonli
“ _____ ” _____ 20__**

**“BOSH KELISHUV”
ko‘p kvartirali uy-joylar qurilishini
loyihaviy moliyalashtirish to‘g‘risida**

**“Ipoteka Bank” JSCB
Financing Bank
and
Project Initiator**

**№ _____ - numbered
“ _____ ” _____ 20__**

**“GENERAL AGREEMENT”
On Project Financing for the
Construction of Multi-Apartment
Residential Buildings**

**Ko'p kvartirali uy-joylar qurilishini
loyihaviy moliyalashtirish to'g'risidagi
BOSH KELISHUV**

_____ – son

“ _____ ” _____ 20__ yil Toshkent sh

“Ipoteka-bank” aksiyadorlik tijorat ipoteka banki (bundan buyon bitim matnida “Bank” deb yuritiladi) nomidan _____ yildagi _____-sonli Bosh ishonchnomaga asosan harakat qiluvchi _____ (lavozimi) _____ F.I.Sh bir tomondan va ikkinchi tomondan _____ (bundan buyon bitim matnida “Loyiha tashabbuskori” deb yuritiluvchi) nomidan _____ asosida ish yurituvchi _____ F.I.Sh. (bundan buyon bitim matnida birgalikda “Taraflar” deb yuritiluvchi) mazkur Bosh kelishuvni quyidagilar haqida tuzdilar.

**GENERAL AGREEMENT
On Project Financing for the
Construction of Multi-Apartment
Residential Buildings № _____**

“ _____ ” _____ 20__ y City of Tash.

Acting on behalf of Joint Stock Commercial Mortgage Bank “Ipoteka-bank” (hereinafter referred to as the “Bank”) based on Power of Attorney No. _____ dated _____, _____ (position) _____ (full name), on the one hand, and acting on behalf of _____ (hereinafter referred to as the “Project Initiator”) based on the _____, _____ (full name), on the other hand, (hereinafter collectively referred to as the “Parties”), have concluded this General Agreement as follows.

I. ASOSIY TUSHUNCHALAR

1.1. Ushbu Bosh kelishuvda quyidagi tushunchalardan foydalaniladi

Qurilish ob'ekti – loyiha tashabbuskori tomonidan shaharsozlik va loyiha-smeta hujjatlariga muvofiq bir loyiha doirasida qurilish uchun ajratilgan yer uchastkasida, bir ob'ekt yoki bir nechta qurilish ob'ektlari yig'indisi;

Loyihaviy moliyalashtirish – ko'p kvartirali uy qurilishini ma'lum miqdordagi haq evaziga moliyalashtirilishi yoki shu maqsadda bank kreditlarining bosqichma-bosqich ajratilishi;

Bank – ko'p kvartirali uylarni qurish uchun loyiha tashabbuskoriga, kvartira sotib olish uchun Xaridorga kredit berish funksiyalari yuklangan holda “Ipoteka-bank” ATIB;

Loyiha tashabbuskori – yer uchastkasi ustidan mulk (yoki doimiy foydalanish) huquqiga ega bo'lgan yuridik shaxs, investor mablag'lari, bank kreditlari, xaridorlar mablag'lari, o'z mablag'lari va qonunchilik bilan ta'qiqlanmagan boshqa mablag'lar hisobidan noturar va turar joy toifasidagi ob'ektlarni qurish, foydalanishga topshirish va xonadonlarni xaridorlarga sotilishini tashkil etuvchi tashkilot. Bu qurilish korxonasi, buyurtmachi yoki developer bo'lishi mumkin;

I. BASIC CONCEPTS

1.1. The following terms shall be used in this General agreement:

Construction Object – a single object or a set of several construction objects located on a land plot allocated for construction within one project by the Project Initiator in accordance with urban planning and project-estimate documentation;

Project Financing – financing of the construction of multi-apartment residential buildings for a specified fee or the phased allocation of bank loans for this purpose;

Bank – “Ipoteka Bank” JSCMB, assigned with the functions of providing loans to the Project Initiator for construction of multi-apartment buildings, and to Buyers for purchasing apartments;

Project Initiator – a legal entity holding ownership (or permanent use) rights over a land plot, organizing the construction, commissioning, and sale of apartments to buyers using investor funds, bank loans, buyer funds, own funds, and other funds not prohibited by law, for both non-residential and residential objects. This may be a construction company, customer, or developer;

Regulation - regulation on Project Financing of Real Estate Construction

Nizom - Bank Boshqaruvi yig'ilishining 20__-yil _____-dagi ___-sonli bayoni bilan tasdiqlangan ko'chmas mulklar qurilishini loyihaviy moliyalashtirish to'g'risidagi Nizom;

Texnik buyurtmachi / Buyurtmachi – Qurilish jarayonini tashkil etish, muvofiqlashtirish va nazorat qilishga javobgar ishtirokchi. U loyihaning loyihaviy yechimlarga, qurilish me'yorlariga, sifat va ajratilgan mablag'lardan to'g'ri foydalanish talablariga muvofiq bajarilishini ta'minlaydi;

Texnik ekspert – qurilish jarayonini monitoring qilish uchun jalb qilingan tashqi mutaxassis yoki bank xodimi;

Moliyaviy model – loyihani moliyalashtirishning asosiy mezonlari, kapital oqimlari, xarajatlar va daromadlar prognozi hamda investitsiya qaytishini o'zida ifodalovchi tahliliy ma'lumot;

Ssuda hisob raqami – ko'p kvartirali uy-joy binolarini qurilishini moliyalashtirish maqsadida loyiha tashabbuskorining unikal kodi bilan ochiladigan hisob raqam;

Vaqtinchalik hisobvaraq – ulushli shartnoma notarial tasdiqlanib davlat ro'yxatidan o'tkazilgunga qadar, ulushdor tomonidan ulushli shartnomada belgilangan boshlang'ich to'lov summasini kiritish uchun vaqtincha muddatga ochiladigan 29801– son hisobvaraq;

Eskrou hisobvarag'i – xaridor hamda loyiha tashabbuskori o'rtasida tuzilgan shartnoma bo'yicha majburiyatlar to'liq bajarilgunga qadar xaridor mablag'larining xavfsizligini ta'minlash uchun Bankda ochiladigan 22650-sonli maxsus hisobvaraq;

Xaridor – qurilayotgan ko'p kvartirali uy-joy (yoki ob'ekt)dan mulk sotib olish niyatida bo'lgan, shartnoma asosida to'lovlarni amalga oshiruvchi jismoniy yoki yuridik shaxs.

Xonadonlarni qurilish davrida sotib olish – Xaridor tomonidan qurilishi tugallanmagan uy-joydagi xonadon narxini bajarilgan qurilish-montaj ishlariga mos ravishda o'z mablag'lari, kredit mablag'lari va qonunchilikda taqiqlanmagan boshqa mablag'lar hisobidan to'lab borishi orqali sotib olish;

Ipoteka krediti–xaridorga birlamchi bozordan xonadon sotib olish uchun ajratiladigan uzoq muddatli kredit;

approved minutes of the meeting Management Board No. __ dated __ _____ 20__;

Responsible Technical Supervisor - a participant responsible for organizing, coordinating, and supervising the construction process. They ensure that the project is executed in accordance with the design solutions, construction standards, quality requirements, and proper use of allocated funds;

Technical Expert – an external specialist or bank employee engaged to monitor the construction process.

Financial Model – an analytical document that reflects the main criteria of project financing, cash flows, forecast of expenses and revenues, as well as the return on investment;

Loan Account – an account opened with a unique code of the Project Initiator for financing the construction of multi-apartment residential buildings;

Temporary account – an account numbered 29801, opened for a temporary period until the share agreement is notarized and registered with the state, used by the shareholder to deposit the initial payment amount specified in the share agreement;

Escrow Account – a special account No. 22650 opened at the Bank to ensure the safety of the buyer's funds until the obligations under the contract between the buyer and the Project Initiator are fully fulfilled;

Buyer – an individual or legal entity intending to purchase property from the multi-apartment residential building (or object) under construction, making payments under the contract;

Purchase of Apartments During Construction – the process by which the Buyer pays the price of an apartment in an unfinished residential property gradually, corresponding to the completed construction and installation works, using their own funds, loan funds, and other funds not prohibited by law;

Mortgage Loan – a long-term loan provided to the Buyer for purchasing an apartment from the primary market;

Initial Payment – funds transferred by the Buyer to the Bank's account, considered

<p>Boshlang'ich badal–xaridor tomonidan Bank hisob varag'iga o'tkazilgan va xarid qilinadigan ipoteka krediti ob'ektining qisman to'lovi hisoblangan pul mablag'lari;</p> <p>Individual kredit shartnoma – Bank va Xaridor o'rtasida uy-joy qurilishini ulush kiritish asosida moliyalashtirish maqsadida ipoteka krediti berish to'g'risida tuziladigan shartnoma;</p>	<p>as a partial payment for the mortgage loan object being purchased;</p> <p>Individual Loan Agreement – an agreement concluded between the Bank and the Buyer for granting a mortgage loan aimed at financing housing construction based on equity participation;</p>
<p>1.2. Kreditlarning/ moliyalashtirishning dastlabki shartlariga o'zgartirish va qo'shimchalar kiritilgan taqdirda, nafaqat kredit/moliyalashtirish shartnomasiga balki Bosh kelishuv, kredit ta'minoti hujjatlariga ham tegishli o'zgartirish va qo'shimchalar kiritilishi zarur.</p>	<p>1.2. In case of amendments and additions to the initial terms of the loans/financing, relevant changes and additions must be made not only to the loan/financing agreement but also to the General agreement and loan security documents.</p>
<p>II. BOSH KELISHUV PREDMETI</p> <p>2.1. Loyiha bo'yicha umumiy ma'lumotlar:</p> <ul style="list-style-type: none"> • Turar-joy kompleks nomi: • Joylashuv manzili: • Bosh putrat tashkilot nomi: • Xonadonlar soni [mavjud bo'lsa noturar soni]: • Qurilishning boshlanish va tugash muddatlari: • Kredit/moliyalashtirish summasi:[milliy (UZS) yoki xorijiy valyutalar AQSH dollari (USD)/Yevroda (EUR)] • Loyiha bo'yicha belgilangan narx:[_____] so'm. • 1 m² uchun o'rtacha narx:[_____] so'm. • Narx raqobatbardoshligi:[loyiha narxi hududdagi o'rtacha bozor narxlariga mos kelishi to'g'risida] • Mo'ljallangan mijozlar qatlami: [o'rta va o'rtadan yuqori daromadli aholi qatlami] • Uylarning xususiyatlari: [issiqlik izolyatsiyasi, lift, avtoturargoh va h.k.] • Marketing va reklama strategiyasi: [ijtimoiy tarmoqlar va onlayn platformalar orqali reklama hamda hududiy ofislar va ko'chma savdo punktlari] • Moliyaviy modelga asosan ajratiladigan kredit va unga hisoblanadigan foizni qoplash uchun yetarli bo'ladigan xonadonlar soni. 	<p>II. SUBJECT OF THE GENERAL AGREEMENT</p> <p>2.1. General Information about the Project:</p> <ul style="list-style-type: none"> • Name of the residential complex; • Location address: • Name of the main contractor organization: • Number of apartments [if applicable, number of non-residential units]: • Construction start and completion dates: • Loan/financing amount: [national currency (UZS) or foreign currencies such as US Dollars (USD)/Euro (EUR)] • Established price for the project: [_____] soums. • Average price per 1 m²: [_____] soums. • Price competitiveness: [confirmation that the project price corresponds to the average market prices in the region] • Target customer segment: [middle and upper-middle income population segment] • Features of the buildings: [thermal insulation, elevator, parking, etc.] • Marketing and advertising strategy: [advertising through social networks and online platforms as well as regional offices and mobile sales points] • Number of apartments sufficient to cover the loan principal and interest based on the financial model:
<p>2.2. Bank Loyiha tashabbuskoriga loyihaviy moliyalashtirish doirasida, Bosh kelishuvda belgilangan miqdor va shartlar asosida, kredit mablag'larini bosqichma-bosqich ajratib beradi. Loyiha tashabbuskori esa, Bank tomonidan ajratilgan kredit mablag'larini uy-joy qurilishi uchun maqsadli ravishda ishlatish, Bosh kelishuv va kredit shartnomalarida nazarda tutilgan shart va muddatlarga</p>	<p>2.2. The Bank shall provide the Project Initiator with loan funds in stages within the framework of project financing, in the amounts and under the conditions specified in the General agreement. The Project Initiator undertakes to use the loan funds allocated by the Bank exclusively for housing construction, to complete the construction works in compliance with the terms and deadlines stipulated in the</p>

<p>rioya qilgan holda qurilish ishlarini yakunlash va uy-joylarni xaridorlarga belgilangan muddatlarda topshirish majburiyatini o'z zimmasiga oladi.</p>	<p>General agreement and loan agreements, and to hand over the residential units to the buyers within the specified timeframes.</p>
<p>2.3. Nizomning 3.6.4.-bandiga asosan loyihaviy moliyalashtirishda olinadigan daromad shakllaridan birini to'liq ko'rsatilishi kerak.</p>	<p>2.3. According to clause 3.6.4. of the Regulations, one of the forms of income received from project financing must be fully specified.</p>
<p>2.4. Loyiha tashabbuskori va bank o'rtasidagi kredit ajratish shartnomasida hamda mazkur bitimda ko'rsatilgan xizmatlar uchun haq olinadi va belgilangan muddatda undiriladi.</p>	<p>2.4. Fees for the services specified in this Agreement, as well as in the loan agreement concluded between the Project Initiator and the Bank, shall be charged and collected within the established timeframes..</p>
<p>2.5. Loyihaviy moliyalashtirish uchun beriladigan kreditning asosiy ta'minoti sifatida Loyiha tashabbuskori quyidagi garov turlaridan birini yoki bir nechtasini taqdim etishi lozim: ko'char va ko'chmas mulk garovi; uchinchi shaxs kafilligi; Loyiha tashabbuskori yoki uchinchi shaxsning bankdagi depoziti garovi; Bankning ichki hujjatlarida keltirib o'tilgan qonunchilikda ta'qiqlanmagan boshqa ta'minot turlari.</p>	<p>2.5. As the primary security for the loan provided for project financing, the Project Initiator shall provide one or more of the following types of collateral: pledge of movable and immovable property; guarantee by a third party; Pledge of the project initiator's or a third party's deposit in the bank; Other types of collateral not prohibited by law and specified in the bank's internal regulations.</p>
<p>2.6. Barcha hollarda quyidagi turdagi qo'shimcha ta'minotlar taqdim etilishi lozim:</p> <ul style="list-style-type: none"> • loyiha tashabbuskorining davlat tashkiloti (davlat ulushi) bo'lmagan ta'sischilari kafilligi (kafolati); • qurilishi bank tomonidan moliyalashtirilayotgan uy-joylar garovi (ID-raqami bilan tugullanmagan qurilish shaklida bosqichma-bosqich tartibda). Asosiy ta'minot sifatida qabul qilingan holatlar bundan mustasno; • Ushbu turar-joy binolaridagi kvartiralarni kelgusida sotishdan, shuningdek, tegishli hollarda noturar-joy majmualarini sotishdan tushadigan daromad garovi. <p>Kredit ta'minotining turidan qat'i nazar, tugallanmagan qurilish ob'ektlari ajratilgan kredit/mablag' to'liq qaytarilgunga qadar ta'minot qiymati to'g'risidagi bitim asosida bosqichma-bosqich qo'shimcha ta'minot sifatida rasmiylashtiriladi. Shuningdek, tegishli shartlarga muvofiq, qurilish davrida kvartiralarga berilgan identifikatsiya raqamlari qo'shimcha ta'minot sifatida qabul qilinadi.</p>	<p>2.6. In all cases, the following types of additional collateral shall be provided:</p> <ul style="list-style-type: none"> • Guarantee of the project initiator's founders who are not state organizations (with state participation); • Pledge of residential buildings under construction financed by the bank (with ID number, in the form of unfinished construction, on a stage-by-stage basis). Cases where they are accepted as the primary collateral are excluded. • Pledge of income from the future sale of apartments in these residential properties, and, if applicable, from the sale of non-residential complexes. <p>Regardless of the type of loan collateral, the objects of unfinished construction shall be gradually formalized as additional collateral based on an agreement on the collateral value until full repayment of the allocated loan/financing. In addition, subject to the relevant conditions, during the construction period all identification numbers assigned to the apartments shall be accepted as additional collateral.</p>

<p>Agar ipoteka kreditlari qurilish davrida taqdim etilsa, ushbu kvartiralar bunday ipoteka kreditlari uchun keyingi ta'minot sifatida ro'yxatga olinadi.</p>	<p>If mortgage loans are provided during the construction period, these apartments shall be registered as subsequent collateral for such mortgage loans.</p>
<p>2.7. Loyihaviy moliyalashtirishda kredit/moliyalashtirish to'liq ta'minot bilan (bankning ichki hujjatlarida keltirilgan hajmdan kam bo'lmagan darajada) ta'minlangan bo'lishi lozim.</p>	<p>2.7. In project financing, the loan/financing must be fully secured (in an amount not less than specified in the bank's internal regulations).</p>
<p>III. MOLIYALASHTIRISH TARTIBI</p> <p>3.1. Kredit/moliyalashtirish mablag'lari Bosh kelishuv asosida tuziladigan individual kredit shartnomalari imzolangan kundan boshlab uy-joy foydalanishga topshirilgunga qadar bosqichma-bosqich o'zlashtiriladi.</p> <p>Shu bilan birga, Loyiha tashabbuskori ob'yektni qurish bo'yicha umumiy ishlar hajmining kamida 30 foizini bajarib bo'lganlik majburiyatini oladi.</p>	<p>III. FINANCING PROCEDURE</p> <p>3.1. Loan/financing funds shall be disbursed in stages from the date of signing individual loan agreements concluded based on the General agreement until the housing is handed over for use.</p> <p>At the same time, the Project Initiator undertakes the obligation to complete at least 30 percent of the total scope of construction works on the facility.</p>
<p>3.2. Ko'p kvartirali uy-joylarni qurilishini moliyalashtirish uchun kredit berish, qarz oluvchi nomiga ob'ekt manzili va raqami aks ettirilgan ssuda hisobvarag'ini ochish hamda ushbu hisobvaraqdan loyiha tashabbuskorining to'lov topshiriqnomasi yoki Internet-bank dasturi orqali pul mablag'larini naqd pulsiz shaklda o'tkazish yo'li bilan amalga oshiriladi.</p>	<p>3.2. Providing loans for financing the construction of multi-apartment residential buildings is carried out by opening a loan account in the name of the borrower reflecting the object's address and number, and transferring funds from this account to the Project Initiator via payment orders or through the Internet banking system in a cashless manner.</p>
<p>3.3. Ayrim hollarda bitta loyiha uchun taqdim etiladigan kreditlar 2 ta alohida ssuda hisobvarag'i orqali o'zlashtirilishi mumkin.</p>	<p>3.3. In some cases, loans provided for a single project may be disbursed through two separate loan accounts.</p>
<p>3.4. Loyihaviy moliyalashtirish (kredit mablag'larini o'zlashtirish) maqsadlari:</p> <ul style="list-style-type: none"> • Smetada nazarda tutilgan qurilish materiallarini xarid qilish uchun; • Smetada nazarda tutilgan import qilinadigan materiallar va asbob-uskunalar uchun; • pudrat tashkilotlariga bajariladigan va bajarilgan ishlar uchun. Asosiy subpudratchilar deb qurilish-montaj ishlarining umumiy qiymatining kamida 30 foizini bajaradiganlar hisoblanadi. Shu munosabat bilan, kredit hujjatlari taqdim etilgan paytda loyiha tashabbuskori bosh pudratchi va subpudratchi tashkilotlar haqidagi ma'lumotlarni o'z ichiga olgan maxsus ro'yxatni taqdim etadi. Mazkur ro'yxatda qurilish-montaj ishlarining turlari va qiymati, shuningdek bosh pudratchi va subpudratchilarning ishtirok ulushlari (QMI kesimida) ko'rsatiladi. Qurilish jarayonida ushbu ro'yxatda ko'rsatilmagan subpudratchi tashkilotlarga to'lovlar faqat 	<p>3.4. Purposes of Project Financing (Loan Fund Disbursement):</p> <ul style="list-style-type: none"> • For the purchase of construction materials provided for in the estimate; • For the purchase of imported materials and equipment provided for in the estimate; • Work performed and to be performed by subcontracting organizations. The main subcontractors are considered to be those performing at least 30% of the total value of construction and installation works. In this regard, at the time of submission of the credit documentation, the Project Initiator shall provide a special list containing information about the general contractor and subcontracting organizations. This list shall indicate the types and cost of construction and installation works, as well as the shares of participation of the general contractor and subcontractors (broken down by CIW). During the construction process, payments to

<p>amalda bajarilgan ishlar uchun (ular bajarilgandan so'ng) amalga oshirilishi mumkin. Zarur qurilish materiallari loyiha tashabbuskorining kredit mablag'lari hisobidan xarid qilinadi;</p> <ul style="list-style-type: none"> • mashina-mexanizm xizmatlari uchun; • to'g'ridan-to'g'ri ishlab chiqarish xarajatlari (yoqilg'i-moylash materiallari, tabiiy gaz, elektroenergiya, suv va boshqalar) uchun; • kreditlanayotgan qurilish ob'ektida band bo'lgan xodimlarga ish haqi va u bilan bog'liq xarajatlar uchun; • Xalqaro "yashil bino" sertifikatlarini (BREEAM, EDGE, LEED, DGNB, WELL, HQE) olish bilan bog'liq xarajatlar uchun; • sotuv jarayonini tashkil qilish hamda reklama xarajatlari uchun • qurilish montaj ishlari bilan bog'liq bo'lgan (texnik ekspert bilan kelishgan holatda) smeta hujjatlarida nazarda tutilgan boshqa xarajatlar uchun. <p>Bo'nak to'lovlari yuqoridagi maqsadlarda loyihaviy moliyalashtirish shartnomasi umumiy summasining 25 foizigacha miqdorida bo'lishi mumkin.</p>	<p>subcontracting organizations not specified in this list shall be permitted only for actually completed works (after their completion). The necessary construction materials shall be purchased at the expense of the Project Initiator's credit funds;</p> <ul style="list-style-type: none"> • Purchase of machinery and mechanical services; • Payment for direct production costs (fuel and lubricants, natural gas, electricity, water, etc.); • Salaries and related expenses for employees engaged at the financed construction site. • Expenses related to obtaining international "green building" certificates (BREEAM, EDGE, LEED, DGNB, WELL, HQE, etc); • for expenses related to the organization of the sales process and for advertising expenses; • For other expenses stipulated in the cost estimate documentation related to construction and installation works (as agreed with the technical expert). <p>Advance payments may amount to up to 25 percent of the total amount of the project financing agreement for the above-mentioned purposes.</p>
<p>3.5. Loyiha tashabbuskori bank mablag'lari hisobidan amalga oshiradigan to'lovlarning prognoz ro'yxatini (qaysi korxonaga, nima maqsadda, qancha miqdorda) tuzgan/tuzadigan shartnoma namunalari ilova qilgan holda bankka taqdim etadi. Loyihani ko'rib chiqilishida mazkur hujjatlar tahlil qilinadi va lozim topilsa ro'yxatni o'zgartirish talab qilinishi mumkin.</p> <p>Kredit mablag'larini o'zlashtirishda (to'lovlarni taqsdqlashda) quyidagi hujjatlar bankka taqdim etilishi lozim:</p> <ul style="list-style-type: none"> • shartnoma nuxasi; • hisob-faktura; • mahsulot yetkazib beruvchi (ish bajaruvchi, xizmat ko'rsatuvchi) larning litsenziyalari; • tovar, ish va xizmatlarning muvofiqlilik sertifikatlari; • import tovarlari bo'yicha bojxona yuk deklaratsiyasi; • yuk xati; • bajarilgan ishlar dalolatnomalari; 	<p>3.5. The Project Initiator shall submit to the Bank a forecast list of payments to be made from the Bank's funds (to which enterprise, for what purpose, and in what amount), accompanied by draft agreements concluded/to be concluded. During the project review, these documents will be analyzed, and, if deemed necessary, amendments to the list may be required.</p> <p>The following documents must be submitted to the Bank for the disbursement of loan funds (approval of payments):</p> <ul style="list-style-type: none"> • Copy of the contract; • Invoice; • Licenses of the product suppliers (contractors, service providers); • Certificates of conformity for goods, works, and services; • Customs cargo declaration for imported goods; • Bill of lading; • Acceptance certificates for completed works;

<ul style="list-style-type: none"> • boshqa hujjatlar. 	<ul style="list-style-type: none"> • Other documents.
<p>3.6. To'lovlar amalga oshirilishidan avval bajarilgan ishlar dalolatnomasi Bank filialining texnik ekspertlari tomonidan tekshiriladi hamda tegishli yozma xulosa beriladi. O'rganishlar natijasida bajarilgan ishlar hajmida tafovut aniqlansa, dalolatnoma ijrosiz qaytariladi. Shuningdek, texnik ekspert va bankning mas'ul xodimlari har haftada kamida bir marotaba joyiga chiqqan holda amalga oshirilgan to'lovlar bo'yicha jadval ko'rinishidagi ma'lumotlarini shakllantiradi.</p>	<p>3.6. Before payments are made, the acceptance certificates for completed works are reviewed by the Technical experts of Bank's filial and an appropriate written conclusion is provided. If discrepancies in the volume of completed works are identified during the inspection, the acceptance certificate is returned without execution. Additionally, technical expert and responsible Bank employees visit the site at least once a week and compile data on payments made in the form of a schedule.</p>
<p>3.7. Kredit/moliyalashtirishni o'zlashtirish muddati ___ oydan oshmasligi lozim. Ushbu muddatdan so'ng kredit mablag'larini o'zlashtirishga yo'l qo'yilmaydi.</p>	<p>3.7. The period for disbursement of the loan/financing must not exceed ___ months. After this period, no further disbursement of loan funds is allowed.</p>
<p>3.8. Qurilish davri mobaynida bank va loyiha tashabbuskori o'rtasidagi Loyihaviy moliyalashtirish/kredit mablag'larining maqsadsiz ishlatilishi sababli ziddiyatli holat yuzaga kelganda hamda qurilish obyektini boshqa loyiha tashabbuskoriga o'tkazish rejalashtirilganda nazorat-o'lchov ishlari amalga oshirilishini talab qilish huquqidan foydalanadi.</p>	<p>3.8. During the construction period, in the event of a conflict arising due to the misuse of project financing/loan funds between the bank and the project initiator, as well as when the transfer of the construction object to another project initiator is planned, the bank has the right to demand the implementation of supervisory and measurement activities.</p>
<p>3.9. Bank uy-joylarning o'z vaqtida foydalanishga topshirilmaganligi, narxning o'zgarishi, qurilish ishlari va ko'rsatiladigan kommunal xizmatlar sifati uchun javobgarlikni o'z zimmasiga olmaydi. Yuzaga keladigan nizolar va mojaroli vaziyatlar qonun hujjatlarida belgilangan tartibda loyiha tashabbuskori va xaridor o'rtasida tegishli tartibda hal qilinadi.</p>	<p>3.9. The Bank does not assume responsibility for delays in commissioning the housing, changes in prices, construction quality, or quality of communal services provided. Any disputes and conflicts that arise are to be resolved between the project initiator and the buyer in accordance with the procedure established by the legislation.</p>
<p>3.10. Loyiha tashabbuskor tomonidan qurilish kechiktirilgan har bir kun uchun haridorlarga xonadon qiymatining 0,025 foiz miqdorida belgilangan jarima undiriladi. Ushbu shart loyiha tashabbuskori va xaridor o'rtasidagi shartnomada o'z aksini topishi lozim.</p>	<p>3.10. For each day of construction delay by the Project initiator, a penalty amounting to 0.025% of the apartment value is charged to the buyers. This condition must be reflected in the contract between the Project initiator and the buyer.</p>
<p>3.11. Loyiha tashabbuskori ushbu Bosh kelishuvga va kredit/moliyalashtirish shartnomasiga muvofiq o'zlashtirilgan har qanday turdagi to'lovlarni so'zsiz tan oladi.</p>	<p>3.11. The Project initiator unconditionally acknowledges any type of payments disbursed under this General agreement and the loan/financing agreement.</p>
<p>3.12. Kredit mablag'laridan maqsadli va manzilli foydalanilishini yanada samarali monitoring qilish maqsadida loyiha tashabbuskorida quyidagilar talab etiladi:</p> <ul style="list-style-type: none"> • Hamkor tashkilotlarni (pudrat tashkilotlari, mahsulot, ish va xizmatlar bilan ta'minlovchi korxonalar) moliyalashtiruvchi 	<p>3.12. In order to ensure more effective monitoring of the targeted and specific use of credit funds, the project initiator is required to:</p> <ul style="list-style-type: none"> • Open secondary accounts in the financing branch for partner organizations (contractors,

<p>filiyalda ikkilamchi hisobvaraqlar ochishlari;</p> <ul style="list-style-type: none"> Loyiha doirasidagi o'tkazmalar/hisob-kitoblar mazkur hisobvaraqlar orqali amalga oshirilishi. 	<p>companies supplying goods, works, and services);</p> <ul style="list-style-type: none"> Carry out transfers/settlements within the project through these accounts.
<p>3.13. Bank tomonidan har oyda elektron platformaga moliyalashtirilgan mablag'ning o'zlashtirilgan qismi bo'yicha (foiz ko'rinishida) ma'lumot yuklab boriladi.</p>	<p>3.13. The Bank uploads to the electronic platform, on a monthly basis, information (in percentage terms) on the utilized portion of the financed amount.</p>
<p>IV. QURILISH BOSQICHLARI</p> <p>4.1. Texnik buyurtmachi va qurilish korxonasi yoki developer o'rtasida shartnoma tuzilishi lozim, bunda xarajatlar qurilish korxonasi yoki developer tomonidan qoplanadi.</p>	<p>IV. CONSTRUCTION STAGES</p> <p>4.1. A contract must be concluded between the Responsible Technical Supervisor and the construction company or developer, with expenses to be covered by the construction company or developer.</p>
<p>4.2. Loyiha tashabbuskori Texnik buyurtmachi bilan birgalikda qurilish jarayoni holati bo'yicha muntazam ravishda (bir oyda kamida ikki marotaba) Texnik ekspertga bajarilgan ish hajmlari, moliyalashtirilgan mablag'lar schyot-fakturalari, ularning loyihaga va jadvalga muvofiqligi, shuningdek, bajarilgan ish bosqichlari va foydalanishga qabul qilish ruxsatnomasi haqida hisobot taqdim etadi.</p>	<p>4.2. The Project Initiator, together with the Responsible technical supervisor, shall regularly (at least twice a month) report to the Technical expert on the volume of work completed, invoices for financed funds, their compliance with the project and schedule, as well as the stages of work performed and the permit for commissioning.</p>
<p>4.3. Texnik buyurtmachi loyiha tashabbuskori bilan qurilish ob'ektida buzilishlar yoki loyihadan chetlanishlar va qurilishdagi kechikishlar haqida texnik ekspertni xabardor qilishi lozim. Ularni belgilangan muddatlarda bartaraf etish chorasini ko'rishlari va bajarilgan ishlar to'g'risida bankka ma'lum qilishlari kerak. Aks holatda bank tomonidan loyiha tashabbuskoriga kredit/moliyalashtirish miqdorining besh foizigacha bo'lgan hajmda jarima qo'llanilishi yoki qurilish ob'ektida qo'shimcha tekshiruvlar tashkil etish huquqidan foydalanadi mumkin.</p>	<p>4.3. The Responsible Technical Supervisor must inform the Technical Expert about any violations, deviations from the project, or delays in construction at the construction site together with the Project Initiator. They must take measures to eliminate these issues within the prescribed timeframes and inform the bank about the work done. Otherwise, the bank may impose a penalty of up to five percent of the credit/financing amount on the project initiator or exercise the right to organize additional inspections of the construction object.</p>
<p>4.4. Agar qurilish ishlari kalendar reja jadvalida qayd etilgan muddatlardan orqada qolsa, ushbu holatning uy-joydagi kvartiralar sotuviga ta'siri baholanadi. Zarur bo'lsa, bank roziligi bilan qurilish ishlari jadvali qayta ko'rib chiqilishi mumkin.</p>	<p>4.4. If the construction work falls behind the deadlines specified in the calendar schedule, the impact of this situation on the sale of apartments in the residential complex shall be assessed. If necessary, the construction work schedule may be revised with the bank's consent.</p>
<p>4.5. Qurilish ishlarini sifatli va nazoratli olib borish uchun zarur hujjatlar va sertifikatlar ro'yxati:</p> <ul style="list-style-type: none"> Qurilish materiallari va buyumlarning muvofiqlik to'g'risidagi sertifikat va pasportlari; Umumiy ish yuritish jurnali; Qurilish material va buyumlarning kirish nazorati jurnali; 	<p>4.5. List of necessary documents and certificates for ensuring quality and controlled construction works:</p> <ul style="list-style-type: none"> Certificates of conformity and technical passports for construction materials and products; General work logbook; Incoming inspection journal for construction materials and products;

<ul style="list-style-type: none"> • Beton ishlari to'liq yuritilishi jurnali; • Payvandlash ishlari jurnali; • Texnika xavfsizligi jurnali; • Ishlar turi bo'yicha yopiq ishlar dalolatnomalari; • Tasdiqlangan Loyihaga kiritilgan o'zgartirishlarga ijobiy ekspertiza xulosasi; • Konstruksiyalarning yong'inga va korroziyaga qarshi maxsus ishlov berilganlik to'g'risida xulosasi; • Montaj qilingan uskunaning kompleks sinovlari to'g'risida dalolatnomalar; • Binoning elektr tarmoqlari tizimi sinovdan dalolatnomasi; • Ob'ektning ichki isitish tizimi sinovdan o'tkazish dalolatnomasi; • Binoning Yong'inga qarshi ogohlantiruvchi qurilmalarning sinov dalolatnomasi; • O'tkazilgan oqava tarmoqlarining Loyihaga mos qilib bajarilganligi; • O'tkazilgan Ventilyatsiya tarmoqlarining Loyihaga mos qilib bajarilganligi; • Obodonlashtirish ishlari Loyiha bo'yicha to'liq bajarilganligi; • Qurilish davrida davlat va boshqa nazorat organlari tomonidan o'tkazilgan tadqiqot va tekshirish materiallari; • Beton va temirbeton konstruksiyaning laboratoriya sinov xulosalari; • Mualliflik nazorati jurnali mualliflik nazoratini o'tkazish reja jadvali asosida to'ldirilgan va barcha ko'rsatmalar bartaraf etilganligi bo'yicha yozuvlar; • Kovlangan kotlavanni ishchi Loyiha otmetkalari asosida qayta ko'mish (obratnaya zasipka) ishlari uchun Loyihaviy zichligi bo'yicha laboratoriya xulosasi; • Loyihadan ko'chirish dalolatnomasi hamda kovlangan kotlavan va transheyalarni geolog ishtirokida tuzilgan dalolatnomasi (akt osmotr kotlovana); • Bajarilgan ish turlari va bu ishlarni bajarishda bevosita mas'ul muhandis-texnik xodimlarning familiyalarini ko'rsatgan holda qurilish-montaj ishlarini bajarishda ishtirok etgan tashkilotlar ro'yxati; • O'rnatilgan uskunalar (lift kabi) bo'yicha og'ir sanoat loyiha tomonidan taqdim etilgan usuna pasport va sertifikatlar. 	<ul style="list-style-type: none"> • Complete journal for concrete works; • Welding works journal; • Occupational safety journal; • Certificates of concealed works by type of activity; • Positive expert opinion on amendments made to the approved project; • Conclusion on the fireproofing and anti-corrosion treatment of structural elements; • Certificates of comprehensive testing of installed equipment; • Test report of the building's electrical network system; • Test report of the internal heating system of the facility; • Test report of the building's fire alarm system; • Compliance of installed wastewater networks with the project design; • Compliance of installed ventilation systems with the project design; • Completion of landscaping works in accordance with the project; • Reports and inspection materials from state and other supervisory bodies during the construction period; • Laboratory test reports of concrete and reinforced concrete structures; • Author supervision journal filled out in accordance with the author supervision schedule, including notes on the elimination of all identified deficiencies; • Laboratory report on design density for backfilling works of excavated pits based on working project levels; • Transfer certificate from the project and inspection certificate of excavated pits and trenches drawn up with the participation of a geologist; • List of contracting organizations involved in construction and installation works, indicating the types of work performed and the names of responsible engineering and technical personnel; • Equipment passports and certificates (such as for elevators) provided by the heavy industry design institute for installed equipment.
<p>4.6. Oyiga kamida ikki marotaba texnik ekspert tomonidan qurilish jarayoniga to'g'ridan-to'g'ri aralashmasdan</p>	<p>4.6. At least twice a month, technical monitoring by a technical expert shall be carried out without direct interference in</p>

<p>monitoring qilish quyidagi funksiyalar orqali amalga oshiriladi:</p> <ul style="list-style-type: none"> • Qurilish ishlarining loyiha hujjatlariga va standartlarga mosligini tekshirish; • Qurilish jarayonidagi xatolar, buzilishlar yoki kamchiliklarni aniqlash va ularni tuzatish uchun tavsiyalar berish; • Qurilish jarayonni Foto suratlar va video tasvirlar orqali, qurilishning har bir bosqichidagi ishlarning holatini kuzatish; • Xarajatlarni loyiha-smetaga muvofiqligini tekshirish; • Qurilish ishlarining belgilangan muddatlarda olib borilishini vizual kuzatib borish; • Qurilish obektlarining texnik ko'rinishini va ekspluatatsiyaga yaroqliligini baholash. 	<p>the construction process through the following functions:</p> <ul style="list-style-type: none"> • Verifying the compliance of construction works with project documentation and standards; • Identifying errors, violations, or deficiencies in the construction process and providing recommendations for their rectification; • Monitoring the status of works at each stage of construction through photographic and video documentation; • Verifying the conformity of expenses with the project cost estimates; • Visually monitoring the adherence to the scheduled deadlines for construction works; • Assessing the technical condition of the construction sites and their suitability for commissioning.
<p>4.7. Texnik ekspert loyiha tashabbuskori va texnik Buyurtmachi tomonidan taqdim qilingan ma'lumotlarni, shuningdek bajarilgan ishlar to'g'risidagi dalolatnomani va ajratilgan kredit mablag'larining loyiha-smeta hujjatlariga mos kelishini ko'rib chiqadi.</p>	<p>4.7. The Technical Expert shall review the information provided by the Project Initiator and The Responsible technical supervisor, including the act of completed work and the compliance of disbursed credit funds with the project-estimate documentation.</p>
<p>4.8. Texnik ekspertning ish jarayoni, monitoring amaliyotini olib borish o'rganilib boriladi.</p>	<p>4.8. The Technical Expert's work process and monitoring practices shall be continuously studied and assessed.</p>
<p>4.9. O'zlashtirilgan mablag'lar maqsadli ishlatilganini o'rganish filial monitoring bo'limlari va texnik ekspert tomonidan monitoring, maqsadli ishlatilish va boshqa dalolatnomalarini tayyorlanadi.</p>	<p>4.9. The proper use of disbursed funds shall be examined by the branch monitoring departments and the Technical Expert through the preparation of monitoring reports, documentation on targeted use, and other relevant statements.</p>
<p>4.10. Agar qurilishni monitoring qilish jarayonida texnik ekspert va filial monitoring bo'limi tomonidan:</p> <ul style="list-style-type: none"> • Qurilish ishlarini o'z vaqtida tugatmaslik (3 oydan ortiq kechikishi); • Mablag'lardan noto'g'ri yoki maqsadsiz ishlatilganligi kabi xavflar aniqlansa, bank xodimlari joyida tekshiruv o'tkazib, aniqlangan xavflar bo'yicha hisobot tayyorlaydi. • Bank kredit/ moliyalashtirish shartlariga muvofiq loyiha tashabbuskori tomonidan ta'minot sifatida qo'yilgan aktivlarni sotish orqali ilgari ajratilgan kreditlarini qaytarish choralarini ko'radi. 	<p>4.10. If, during the construction monitoring process, the Technical Expert and the branch monitoring department identify any of the following risks:</p> <ul style="list-style-type: none"> • Failure to complete construction works on time (a delay exceeding 3 months); • Misuse or non-targeted use of funds - if such risks are identified, bank personnel shall conduct an on-site inspection and prepare a report on the detected risks; • The bank shall take measures to recover the previously disbursed loans by selling the assets pledged as collateral by the Project Initiator, in accordance with the credit/financing agreement.
<p>4.11. Qurilishning har qanday bosqichida loyihadan chetlanish va uni buzish holatlari aniqlansa Loyiha tashabbuskori va texnik</p>	<p>4.11. If any deviations from the project or violations are identified at any stage of construction, the information on completed</p>

<p>buyurtmachi tomonidan bankka taqdim etilgan bajarilgan ishlar to'g'risidagi ma'lumotlar texnik ekspert tomonidan qayta ko'rib chiqilishi mumkin.</p> <p>Agar zarur bo'lsa, Bank qurilish ob'ektida qo'shimcha tekshiruvlar tashkil etish huquqidan foydalanadi.</p> <p>Bunda, Bank tomonidan Loyiha tashabbuskoridan so'ralgan barcha ma'lumot va hujjatlarni hisobot tayyorlash maqsadida taqdim etishi, monitoring va joylarda tekshiruvlar o'tkazilishi uchun bankka sharoit yaratishi lozim.</p>	<p>works submitted to the Bank by the Project Initiator and the Responsible technical supervisor may be subject to re-evaluation by the Technical expert.</p> <p>If necessary, the Bank reserves the right to initiate additional inspections at the construction site.</p> <p>In this case, the Project Initiator must provide all information and documents requested by the Bank for the purpose of preparing reports, and create conditions for the Bank to conduct monitoring and on-site inspections.</p>
<p>4.12. Loyiha tashabbuskori hisob-fakturalar va dalolatnomada (3-shakl) ko'rsatilgan bajarilgan ish hajmlari haqiqiy xarajatlar va to'lov topshiriqlariga mos kelishi uchun javobgardir.</p>	<p>4.12. The Project Initiator is responsible for ensuring that the volumes of work performed, as indicated in the invoices and certificates (Form 3), correspond to the actual expenses and payment orders.</p>
<p>4.13. Qurilish ishlari kalendar reja jadvalida qayd etilgan muddatlardan orqada qolsa yoki kechikishiga asosli sabablar bo'lsa, ushbu holatning uy-joydagi kvartiralar sotuviga ta'siri baholanadi. Bunda, qurilish ishlari va moliyalashtirish jadvaliga o'zgartirish kiritishda quyidagicha ish ko'riladi:</p> <ul style="list-style-type: none"> • Bank roziligi bilan qurilish ishlari jadvali qayta ko'rib chiqilishi va bank tomonidan ma'qullanishi; • Bank o'zining moliyaviy va texnik tahlillari asosida o'zgartirishlarni ko'rib chiqadi va roziligini beradi yoki rad etadi. • Bank roziligi bilan Jadvalga kiritilgan o'zgartirishlar rasmiylashtiriladi va o'z navbatida kreditdan foydalanish muddati Vakolatli organ tomonidan uzaytirilishi ko'rib chiqiladi. <p>Mazkur holatda kredit/moliyalashtirish hamda ta'minot bilan bog'liq bo'lgan barcha shartnomalarga moliyalashtirish muddati uzaytirilgani bo'yicha qo'shimcha kelishuv bitimlari tuziladi.</p> <ul style="list-style-type: none"> • Qurilish jadvaliga o'zgartirishlar kiritilishidan so'ng loyiha boshqaruvi va monitoring jarayonlari o'zgartirilgan jadvalga muvofiq amalga oshiriladi. 	<p>4.13. If the construction works fall behind the deadlines recorded in the calendar schedule or there are valid reasons for the delay, the impact of this situation on the sale of residential apartments will be assessed. In this case, the following procedures are followed when making changes to the construction and financing schedules:</p> <ul style="list-style-type: none"> • With the Bank's consent, the construction schedule is reviewed and approved by the Bank; • Based on its financial and technical analyses, the Bank reviews the proposed changes and either approves or rejects them; • With the Bank's consent, the approved changes to the schedule are formalized, and in turn, the authorized body considers the extension of the credit utilization period; <p>In this situation, additional agreements are concluded on the extension of the financing period for all contracts related to the credit/financing and collateral;</p> <ul style="list-style-type: none"> • After the changes are made to the construction schedule, project management and monitoring processes are carried out according to the revised schedule.
<p>4.14. Loyiha tashabbuskori qurilishni mustaqil ravishda amalga oshirsa va bunda o'zining texnik nazoratchisiga ega bo'lmasa, texnik nazoratni amalga oshirish uchun texnik buyurtmachini jalb qilishi lozim.</p>	<p>4.14. If the project initiator carries out the construction independently and does not have its own technical supervisor, it must engage a technical customer to perform technical supervision.</p>

Texnik buyurtmachi va loyiha tashabbuskori o'rtasida shartnoma tuzilishi lozim, bunda xarajatlar loyiha tashabbuskori tomonidan qoplanadi.

Texnik nazorat bo'yicha shartnomalarda yoki korxonada buyruqlarida quyidagilar majburiy tarzda nazarda tutilishi lozim:

a) Loyiha bo'yicha "nol" hisoboti tayyorlash, jumladan:

- Texnik va moliyaviy imkoniyatlarni baholash – uchastkaning yaroqliligi, rejalar realistikligi, normativ-huquqiy talablariga muvofiqligi, zarur ruxsatlarning mavjudligi, byudjetning to'liqligi va realistikligi, amalga oshirish muddatlarining haqiqatga yaqinligi;
- Bosh pudratchi va subpudratchilar bilan shartnomalarning to'liqligini tekshirish – texnik topshiriqqa, loyiha byudjeti va jadvaliga muvofiqligi, bozor standartlariga rioya etilishi (masalan, kafolatlarning ta'minlanishi, huquqiy va normativ talablariga mosligi va boshqalar);

b) Qurilish jarayonida:

- Loyiha doirasida o'z va jalb qilingan resurslarning sarflanishini nazorat qilish – shartnomalar, hisob-fakturalar, bajarilgan ishlar dalolatnomalari va joyiga chiqib tekshiruvlar asosida;
- To'lovlarni amalga oshirish uchun yakuniy sertifikatlarni (progress-hisobotlarni) berish, shuningdek, yetkazib beruvchi/pudratchi tomonidan taqdim etilgan hisob-fakturalarni tasdiqlash – shartnomalar, hisob-fakturalar va bajarilgan ishlar dalolatnomalari asosida;

c) Loyihaning yakuniy hisobotini tayyorlash – texnik qabul qilish, foydalanishga topshirishga ruxsat va yetkazib beruvchi/pudratchilarning yakuniy hisob-fakturalarini to'lov uchun maqbulligini baholashni o'z ichiga oladi.

Texnik nazoratchi tomonidan tayyorlangan hisobotlar doimiy ravishda nazorat qilinadi. Har qanday muammolar yuzaga kelgan taqdirda — ayniqsa, dastlabki rejalar bilan solishtirganda amalga oshirishda xatarlar

A contract must be concluded between the technical customer and the project initiator, and the costs shall be borne by the project initiator.

Contracts with technical supervision or company orders must necessarily provide for the following:

a) Preparation of a "zero" project report, including:

- Assessment of technical and financial feasibility – suitability of the site, realism of plans, compliance with regulatory requirements, availability of necessary permits, completeness and realism of the budget, and feasibility of implementation timelines;
- Verification of the completeness of contracts with the general contractor and subcontractors – compliance with the technical specifications, project budget and schedule, adherence to market standards (e.g., provision of warranties, compliance with legal and regulatory requirements, etc.);

b) During construction:

- Control over the use of own and borrowed resources within the project – based on contracts, invoices, completion certificates, and on-site inspections;
- Issuance of final certificates (progress reports) for payments, as well as confirmation of invoices submitted by the supplier/contractor – based on contracts, invoices, and completion certificates;

c) Preparation of the final project report – including technical acceptance of the facility, permission for commissioning, and evaluation of the acceptability of final invoices from suppliers/contractors for payment.

Reports prepared by technical supervisor shall be subject to ongoing monitoring. In the event of any problems — particularly if risks arise in implementation compared to the original plans (e.g., construction delays, quality issues, complaints, subcontractor problems) — their impact on

<p>paydo bo'lsa (masalan, qurilishning kechikishi, sifat muammolari, shikoyatlar, subpudratchilar bilan bog'liq muammolar) — ularning sotuvlarga ta'siri (masalan, xaridorning voz kechishi, bekor qilish huquqi, jarimalar va hokazolar) baholanishi shart.</p>	<p>sales (e.g., buyer withdrawal, cancellation rights, penalties, etc.) must be assessed.</p> <p>The Bank's technical experts shall review the information provided by the technical supervision and issue the relevant conclusion.</p>
<p style="text-align: center;">V. XARAJATLARNI QOPLASH TARTIBI VA BOSHQA TO'LOVLAR MIQDORI</p> <p>5.1. Loyiha tashabbuskori ushbu Bosh kelishuv va u bilan bog'liq boshqa hujjatlarni tayyorlash, rasmiylashtirish, ro'yxatga olish bilan bog'liq quyidagi xarajatlarni Bankning birinchi talabiga ko'ra to'lab beradi:</p> <ul style="list-style-type: none"> • Loyiha tashabbuskorining uy-joyga bo'lgan mulk huquqini shakllanishi bilan bog'liq bo'lgan xarajatlar; • Uy-joyni garovga olish zarurati tug'ilganda, mazkur harakat bilan bog'liq bo'lgan xarajatlar. 	<p style="text-align: center;">V. PROCEDURE FOR REIMBURSEMENT OF EXPENSES AND OTHER PAYMENT AMOUNTS</p> <p>5.1. The Project Initiator shall pay the following expenses related to the preparation, formalization, and registration of this General agreement and other related documents upon the Bank's first request:</p> <ul style="list-style-type: none"> • Expenses related to the formation of the Project Initiator's property rights to the residential premises; • Expenses related to the actions taken in the event of the need to pledge the residential premises.
<p>5.2. Uy-joy qurilishida tajribali pudratchilar bilan birgalikda ishlashi, texnik buyurtmachi va loyiha institutlari bilan shartnomalari mavjudligi hamda xizmatlar uchun mablag'larni o'z muddatida to'lanishi lozim;</p>	<p>5.2. It is necessary to work with experienced contractors during the construction of the residential premises, to have contracts with technical supervisors and design institutes, and to ensure timely payment for their services.</p>
<p>5.3. Ushbu Bosh kelishuvga asosan moliyalashtirish boshlangandan so'ng Loyiha tashabbuskori o'z zimmasiga olgan majburiyatlarni bajarmasligi yoki lozim darajada bajarmasligi natijasida Bank zarar ko'rgan taqdirda, Bank ko'rgan har qanday zararlar Loyiha tashabbuskori tomonidan Bankka to'liq qoplab beriladi.</p>	<p>5.3. If, after the commencement of financing under this General agreement, the Project Initiator fails to fulfill or inadequately fulfills their obligations, resulting in losses to the Bank, any damages incurred by the Bank shall be fully compensated by the Project Initiator.</p>
<p>5.4. Bank, Loyiha tashabbuskorining O'zbekiston Respublikasi hududidagi boshqa tijorat banklarida ochilgan istalgan turdagi va istalgan valyutadagi hisobvaraqlaridan akseptsiz tartibda, inkasso topshiriqlari yoki to'lov talablari asosida, Loyiha tashabbuskorining to'lov majburiyatlarini qoplash maqsadida zarur summalarni undirish huquqiga ega.</p>	<p>5.4. The Bank has the right to collect the necessary amounts from the Project Initiator's <i>accounts of any types and any currencies</i> opened in other commercial banks of the Republic of Uzbekistan without acceptance, based on <i>collection orders</i> or payment demands, in order to cover the Project Initiator's payment obligations.</p>
<p>5.5. 2026 yil 1 yanvardan boshlab esa faqat "eskrou" hisobvaraqlari orqali mablag' jalb qilishga ruxsat etiladi (ushbu muddatlar hukumatning tegishli huquqiy hujjatlarga asosan uzaytirilishi mumkin).</p>	<p>5.5. Starting from January 1, 2026, the attraction of funds shall be permitted only through "escrow" accounts (this deadline may be extended based on relevant government legal acts).</p>
<p>5.6. Qurilishda ishtirok etuvchi taraflar ushbu ikki mexanizmdan birini ixtiyoriy ravishda tanlash huquqiga ega. 2026 yil 1 yanvardan boshlab esa faqat "Eskrou" hisobvaraqlari orqali Xaridorlarning mablag' jalb qilishga ruxsat etiladi (ushbu</p>	<p>5.6. The parties participating in the construction have the right to voluntarily choose one of these two mechanisms. Starting from January 1, 2026, the attraction of Buyers' funds shall be permitted only through "escrow" accounts</p>

<p>muddatlar hukumatning tegishli huquqiy hujjatlarga asosan uzaytirilishi mumkin).</p>	<p>(this deadline may be extended based on relevant government legal acts).</p>
<p>5.7. “Eskrou” mexanizm orqali ishlansa, Xaridor Loyiha tashabbuskori bilan “Ulushli qurilishda ishtirok etish to‘g‘risida”gi shartnomasi imzolanganidan so‘ng, vaqtinchalik hisobvaraqa ochish bo‘yicha Bankka murojaat etadi.</p> <p>Bank Xaridorning murojaatiga asosan, uy-joy kompleksi va ulushli shartnoma elektron platformada ro‘yxatdan o‘tkazilganligi, ulushli shartnomani Xaridor nomiga rasmiylashtirilganligi tekshiradi hamda Xaridorning mablag‘larini vaqtinchalik hisobvaraqaqa kiritadi.</p> <p>Bank tomonidan vaqtinchalik hisobvaraqaqa kiritilgan pul mablag‘lari to‘g‘risidagi ma‘lumotlar elektron platformada aks ettirilishi lozim.</p> <p>Ulushli shartnoma to‘g‘risidagi ma‘lumotlar elektron platforma orqali notarial tartibda tasdiqlash va davlat ro‘yxatidan o‘tkazish uchun kadastr axborot tizimiga yuboriladi.</p>	<p>5.7. If the process is carried out through the “Escrow” mechanism, the Buyer, after signing the “Agreement on participation in shared construction” with the Project initiator, applies to the bank to open a temporary account.</p> <p>Based on the buyer’s application, the Bank verifies that the residential complex and the shared agreement have been registered on the electronic platform and that the shared agreement is officially issued in the buyer’s name, and then deposits the buyer’s funds into the temporary account.</p> <p>Information about the funds deposited into the temporary account by the bank must be reflected on the electronic platform.</p> <p>Information regarding the shared agreement is sent via the electronic platform to the cadastral information system for notarization and state registration.</p>
<p>5.8. “Eskrou” hisobvarag‘ini ochishda ulushdor nomiga Loyiha tashabbuskori bilan Bosh bitim tuzilgan bankda (Eskrou agent) ulushli va eskrou hisobvarag‘i shartnomalariga muvofiq ochiladi. Bunda Xaridor tomonidan tegishli hujjatlarni Bankka taqdim etilishi lozim.</p> <p>Bank tomonidan kerakli hujjatlar rasmiylashtirilgandan so‘ng, Xaridor nomiga 22650-eskrou hisobvarag‘i ochadi va vaqtinchalik hisobvarag‘iga kiritilgan mablag‘lar ulushdorning eskrou hisobvarag‘iga o‘tkaziladi.</p> <p>Pul mablag‘lari ulushli shartlari bajarilgunga qadar va uy-joy kompleksi foydalanishga topshirilgunga qadar ushbu hisobvaraqaqa deponentlanadi (bloklanadi). Ushbu shartlar bajarilmaguncha pul mablag‘lari Loyiha tashabbuskoriga o‘tkazilmaydi.</p> <p>Xaridor ulushli shartnoma obyekt uchun to‘lovlarni (o‘z mablag‘lari/ipoteka krediti) belgilangan grafikka asosan mablag‘larni eskrou hisobvarag‘iga naqd pul yoki naqd pulsiz shaklda kiritib boradi. Bank tomonidan eskrou hisobvarag‘iga kiritilgan mablag‘larini hisob-kitobini va monitoringini olib boradi.</p> <p>Bank Xaridorning eskrou hisobvarag‘iga kiritilgan mablag‘lariga nisbatan foiz hisoblanmaydi va bank tomonidan eskrou</p>	<p>5.8. When opening an escrow account, the escrow and share account contracts are concluded in the name of the shareholder at the bank where the General agreement with the Project Initiator is signed (Escrow Agent). In this case, the Buyer must submit the relevant documents to the Bank.</p> <p>After processing the necessary documents, the Bank opens a 22650-escrow account in the name of the Buyer and transfers the funds from the temporary account to the shareholder’s escrow account.</p> <p>The funds are deposited (blocked) in this account until the conditions of the shared agreement are fulfilled and the residential complex is handed over for use. Until these conditions are met, the funds will not be transferred to the Project Initiator.</p> <p>The Buyer makes payments for the shared agreement object (own funds/mortgage loan) in cash or non-cash form to the escrow account according to the established schedule. The Bank manages the accounting and monitoring of the funds deposited into the escrow account.</p> <p>No interest is accrued on the funds deposited into the Buyer’s escrow account, and the Bank does not charge a fee for servicing the escrow account.</p>

<p>hisobvarag'iga xizmat ko'rsatganlik uchun haq undirilmaydi. Bank tomonidan eskrou hisobvarag'iga kiritilgan mablag'lar to'g'risidagi ma'lumotlarni elektron platformada yangilab boriladi.</p>	<p>Information about the funds deposited into the escrow account is regularly updated on the electronic platform by the Bank.</p>
<p>5.9. Ajratilgan kredit va unga hisoblangan foizlar to'liq so'ndirilgunga qadar bo'lgan davrda, loyiha tashabbuskori tomonidan har oyning 15- va 28- kunlari kredit hisobiga qurilgan uy-joylardagi kvartiralar hamda noturar-joylarni sotilishi holati to'g'risidagi ma'lumotlar moliyalashtiruvchi bank filialiga taqdim etilishi lozim.</p>	<p>5.9. Until the allocated loan and the accrued interest are fully repaid, the Project Initiator must provide information on the sales of apartments and non-residential premises in the constructed residential buildings to the financing bank's branch on the 15th and 28th of each month.</p>
<p>5.10. Bank daromadi to'g'ridan-to'g'ri kredit foizi shaklida emas, balki ko'p kvartirali uy-joylar qurilishi loyihalarini boshqarishda (Project management) professional bank xizmatlarini taqdim etganligi uchun xizmat haqi shaklida shakllantirilishi mumkin. Bunda, olinadigan haq miqdorlari "Ko'p kvartirali uy-joy qurilishi loyihasini boshqarish bo'yicha xizmatlar ko'rsatish" shartnomasida belgilanadi.</p>	<p>5.10. The Bank's income may be generated not directly in the form of loan interest, but rather as a service fee for providing professional banking services in the management of multi-apartment housing construction projects (Project Management). In this case, the amount of the fee shall be specified in the "Service Agreement for the Management of Multi-Apartment Housing Construction Projects."</p>
<p>5.11. Eskrou hisobvarag'i qonunchilikka muvofiq majburiy hisoblanmagan davrda, ajratilgan loyihaviy moliyalashtirish summasi hamda u bo'yicha hisoblangan foizlarni, Kredit to'lovlari jadvalida belgilab qo'yilganidan muddatdan qat'i nazar, so'ndirish maqsadida Loyiha tashabbuskori tomonidan bank mablag'lari hisobidan qurilayotgan ko'p kvartirali uydagi kvartiralar / noturar-joylarni sotishdan tushgan mablag'lar 23230-sonli hisobvaraqqa (aktivlarni qoplash bo'yicha kelib tushgan mablag'lar) kirim qilinadi. Loyihaviy moliyalashtirish olgan Loyiha tashabbuskori bankka qurilayotgan ko'p kvartirali uydagi kvartiralar sotishdan tushgan mablag'larni jamlash maqsadida alohida 23230-sonli hisobvaraqqa ochish uchun ariza taqdim etadi. Bank mazkur ariza asosida Loyiha tashabbuskoriga belgilangan tartibda 23230-sonli «Aktivlarni qoplash bo'yicha kelib tushgan mablag'lar» hisobvaraqqi ochadi. Ushbu hisobvaraqqa faqat bank tomonidan loyihaviy moliyalashtirish doirasida ajratilgan mablag'lar hisobidan qurilayotgan ko'p kvartirali uydagi kvartiralar sotishdan tushgan pul mablag'larini kirim qilishga ruxsat etiladi.</p>	<p>5.11 During the period when the escrow account is not mandatory in accordance with applicable legislation, the proceeds received from the sale of apartments / non-residential premises in a multi-apartment building constructed using the Bank's funds by the Project Initiator shall be credited to Account No. 23230 (funds received for asset repayment) for the purpose of repayment of the amount of project financing provided and the interest accrued thereon, regardless of the deadlines specified in the Credit Repayment Schedule. The Project Initiator that has obtained project financing shall apply to the Bank for the opening of a separate Account No. 23230 for the purpose of accumulating proceeds received from the sale of apartments in the multi-apartment residential building under construction. Based on such application, the Bank shall, in accordance with the established procedure, open Account No. 23230 "Funds Received for Asset Coverage" for the Project Initiator. Only cash proceeds received from the sale of apartments in the multi-apartment residential building constructed with funds allocated by the Bank within the framework</p>

<p>Eskrou hisobvaragi joriy etilgan taqdirda, bank va Loyiha tashabbuskori o'rtasida tuziladigan qo'shimcha kelishuv asosida qayta ko'rib chiqiladi.</p>	<p>of project financing shall be credited to this account. If an escrow account is introduced, these provisions will subject to revision on the basis of an additional agreement to be concluded between the Bank and the Project Initiator.</p>
<p>VI. TOMONLARNING HUQUQ VA MAJBURIYATLARI 6.1. Bankning huquqlari: 6.1.1. Mazkur Bosh kelishuv imzolangunga qadar, Loyiha tashabbuskori tomonidan taqdim etilgan ma'lumot va hujjatlarni tahlil qilish.</p>	<p>VI. RIGHTS AND OBLIGATIONS OF THE PARTIES 6.1. Rights of the Bank: 6.1.1. To analyze the information and documents submitted by the Project Initiator prior to the signing of this General agreement.</p>
<p>6.1.2. Moliyalashtirish jarayoni Loyiha tashabbuskorining moliyaviy holati yomonlashsa, kreditni ta'minlash bo'yicha o'z majburiyatlarini bajarmaganda yoki kechiktirganda, shartnoma imzolangandan keyin ajratilgan kreditni qaytarilishiga ta'sir ko'rsatuvchi ma'lumot va hisobotlarning haqqoniy emasligi aniqlanganda, Loyiha tashabbuskori tomonidan kredit/moliyalashtirish maqsadsiz foydalanilganda, qurilishga doir ma'lumot va hujjatlarning haqqoniy emasligi aniqlanganda, bajarilgan ishlar hajmi to'g'risidagi hisobot va ma'lumotlarda xatolik va kamchiliklar aniqlanganda moliyalashtirishni davom ettirishdan butunlay yoki qisman bosh tortish.</p>	<p>6.1.2. To partially or fully refuse to continue financing if during the financing process the Project Initiator's financial condition deteriorates, fails or delays fulfilling their obligations to secure the loan, if after signing the agreement it is found that information and reports affecting the repayment of the allocated loan are inaccurate, if the loan/ financing is used for unintended purposes, if construction-related information and documents are inaccurate, or if there are errors or deficiencies in reports and information about the volume of completed work.</p>
<p>6.1.3. Loyiha tashabbuskori kreditdan maqsadli foydalanayotganligini tasdiqlovchi hujjatlarni talab qilib olish.</p>	<p>6.1.3. To request documents confirming that the Project Initiator is using the loan for its intended purpose.</p>
<p>6.1.4. Bankning uy-joy qurilishi va loyiha tashabbuskorining moliyaviy operatsiyalarini tekshirish (jumladan, rejasiz tekshiruvlar) hamda audit o'tkazish, loyiha tashabbuskori hisobvaraqlarini tahlil qilish huquqiga ega ekanligi;</p>	<p>6.1.4. The Bank has the right to inspect the financial operations of the residential construction and the project initiator (including unscheduled inspections), as well as to conduct audits and analyze the accounts of the project initiator.</p>
<p>6.1.5. Uy-joydagi bajarilgan sifatsiz qurilish ishlarga, qurilish muddatlariga va uy-joy sotuv narhiga bank javob bermasligi;</p>	<p>6.1.5. The Bank shall not be responsible for poor-quality construction works, construction deadlines, or the sale price of the residential premises.</p>
<p>6.1.6. Ushbu Bosh kelishuv asosida tuzilgan har bir individual kredit/moliyalashtirish shartnomalari bo'yicha kechiktirilgan qarzdorlik va boshqa to'lovlar yuzaga kelgan hollarda Loyiha tashabbuskorining O'zbekiston Respublikasi hududidagi istalgan banklarda ochilgan har qanday turdagi, har qanday valyutadagi barcha hisobvaraqlaridan mablag'larni qarzdorlik doirasida akseptsiz tartibda inkasso topshiriqnomasi yoki to'lov talabnomasi</p>	<p>6.1.6. In cases of delayed debt or other payments under each individual credit/financing agreement concluded under this General agreement, the Bank has the right to collect funds from all accounts of all types opened in any currency in any banks of the Republic of Uzbekistan by the Project Initiator without acceptance, based on collection orders or payment demands, or/and from the Project Initiator's deposit funds held with the Bank.</p>

qo'yish orqali yoki/va Loyiha tashabbuskorining Bankda ochilgan depozit mablag'lari hisobidan undirib olish.	
6.1.7. Uy-joylarni qurilish davrida ajratiladigan kreditlarining/ molyailashtirish qo'shimcha ta'minot sifatida majburiy tarzda moliyalashtirilayotgan/qurilish tugallanmagan uy-joylarni qo'shimcha ta'minot sifatida yoki sotuvdan tushgan mablag'larni kredit va hisoblangan foiz to'lovlari uchun olishi.	6.1.7. To receive the credits allocated during the construction period or the financed additional collateral in the form of unfinished residential premises, or the proceeds from their sale, as additional collateral for the loan and accrued interest payments.
6.1.8. Loyiha tashabbuskori korxonaga zarar ko'rib ishlayotgan boshqa korxonaga qo'shib (birlashtirib) yuborilganda yoki Loyiha tashabbuskorining ta'sischilari Loyiha tashabbuskoriidan amaldagi qonunchilik talablariga zid bo'lgan bitimlar/shartnomalarni tuzish va shu kabi boshqa salbiy harakatlarni bajarishni talab qilayotganligidan Bank xabar topgan taqdirda kreditlashni to'xtatish va foizlarni hamda kredit bo'yicha asosiy qarzni muddatidan oldin, jumladan, undiruvni kredit ta'minotiga qaratish orqali undirishi mumkin. Bunday hollarda Bank oldindan 5 kundan ko'p bo'lmagan muddat ichida Loyiha tashabbuskorini xabardor qiladi.	6.1.8. To suspend lending and demand early repayment of interest and principal, including by foreclosure on credit collateral, if the Project Initiator merges with or transfers to another enterprise operating at a loss, or if the founders of the Project Initiator require the Project Initiator to enter into agreements/contracts violating current legislation or engage in other negative actions, provided that the Bank informs the Project Initiator at least 5 days in advance in such cases.
6.1.9. Bevosita Loyiha tashabbuskori ishtirokida qurilish-montaj ishlarining borishi yuzasidan qurilish ob'ektida monitoringni amalga oshirish.	6.1.9. To conduct on-site monitoring of the construction and installation works directly with the participation of the Project Initiator.
6.1.10. Loyiha tashabbuskorining kredit tarixini shakllantirish uchun zarur bo'lgan ma'lumotlarni Kredit axborotlari milliy instituti (KAMI)ga va "Kredit axborot tahliliy markazi" (KATM)ga taqdim etish, shuningdek, garov, uning holati to'g'risidagi ma'lumotlarni Garov reyestri DUKga taqdim etish.	6.1.10. To provide necessary information for the formation of the Project Initiator's credit history to the National Credit Information Bureau and the Credit Information Analytical Center, as well as information about pledges and their status to the Pledge Registry State Unitary Enterprise.
6.1.11. Kredit mablag'laridan maqsadsiz foydalanish tufayli Loyiha tashabbuskori bilan nizoli vaziyat yuzaga kelgan taqdirda, shuningdek, qurilish obyektini boshqa Loyiha tashabbuskoriga topshirish rejalashtirilganida nazorat o'lchovlarini o'tkazishni talab qilish.	6.1.11. To require control measurements in the event of a conflict situation with the Project Initiator due to the misuse of loan funds, as well as in the case of a planned transfer of the construction facility to another Project Initiator.
6.1.12. Agar qurilish davrida loyiha tashabbuskori loyihaviy moliyalashtirish shartnomasi shartlarini bajarmasa va kredit to'lovlarni o'z muddatida to'lamasa, yoki o'z majburiyatlarini bajarishdan bosh tortgan holatlarda bank yangi qurilish tashkilotini topishni ko'rib chiqishi mumkin.	6.1.12. If, during the construction period, the project initiator fails to comply with the terms of the project financing agreement and does not make loan payments on time, or refuses to fulfill its obligations, the bank may consider finding a new construction organization.
6.1.13. Kvartiralarini sotuvi sustlashsa, yani sotuv hajmi grafikka nisbatan ortda qolsa,	6.1.13. In the event of a slowdown in apartment sales, i.e. when the sales

<p>narx sun'iy oshirilsa yoki sotuv hajmiga salbiy ta'sir qiluvchi har qanday aniqlangan omillar bo'yicha bank tomonidan ularni bartaraf etish bo'yicha aniq takliflar ishlab chiqadi va tegishli chora ko'riladi.</p> <p>Bank amaldagi qonun hujjatlariga muvofiq boshqa huquqlarga ham ega bo'lishi mumkin.</p>	<p>volume lags the established schedule, prices are artificially increased, or any factors negatively affecting the sales volume are identified, the Bank shall develop specific proposals to eliminate such factors and take appropriate measures.</p> <p>The Bank may also have other rights in accordance with current legislation.</p>
<p>6.2. Bankning majburiyatlari:</p> <p>6.2.1. Loyiha tashabbuskori va Xaridorlar bilan tuzilgan shartnomalarga asoslan Xaridorning yozma roziligiga asosan vaqtinchalik hisobvarag'ini va "Eskrou" hisobvarag'ini ochib berish.</p>	<p>6.2. Obligations of the Bank:</p> <p>6.2.1. Opening a temporary account and an escrow account based on the written consent of the Buyer, according to the contracts concluded with the Project Initiator and the Buyers.</p>
<p>6.2.2. Mablag'lardan foydalanish hisobini yuritish maqsadida Loyiha tashabbuskoriga ikkilamchi hisobvara ochish.</p>	<p>6.2.2. To open a secondary account for the Project Initiator for the purpose of recording the use of funds.</p>
<p>6.2.3. Loyiha tashabbuskori tomonidan taqdim etilgan bajarilgan ishlar to'g'risidagi va boshqa hujjatlarga muvofiq mazkur hujjatlar bankka taqdim etilganidan so'ng mazkur Bosh kelishuv va kredit/moliyalashtirish shartnoma shartlari bajarilgan holatda 3 bank ish kuni ichida qurilish-montaj ishlarini moliyalashtirilishini ta'minlash.</p>	<p>6.2.3. To ensure financing of construction and installation works within 3 banking days after receiving the documents on completed works and other documents submitted by the Project Initiator, provided that the terms of this General agreement and the credit/financing agreement are fulfilled.</p>
<p>6.2.4. Loyiha tashabbuskori uy-joylar qurilishi davrida yoki foydalanishga topshirilganligini tasdiqlovchi hujjatlarni taqdim etgandan so'ng Xaridorlarga individual kredit shartnomalari tuzish.</p>	<p>6.2.4. To conclude individual credit agreements with Buyers after the Project Initiator submits documents confirming the completion or commissioning of residential premises.</p>
<p>6.2.5. Eskrou mexanizmi bo'yicha ishlanganda, Xaridorlardan tushgan mablag'larni foydalanishga topshirilgunga qadar alohida "Eskrou" hisobvarag'ida saqlanib turiladi. Bunda bank tomonidan loyihaviy moliyalashtirish doirasida ajratiladigan kreditlarning yillik foiz stavkasini pasaytarish chorasini ko'riladi;</p>	<p>6.2.5. When operating under the escrow mechanism, funds received from Buyers are kept separately in a dedicated escrow account until they are released for use. In this case, the bank takes measures to reduce the annual interest rate on loans allocated within the framework of project financing.</p>
<p>6.2.6. Bankka amaldagi qonun hujjatlariga muvofiq boshqa majburiyatlar ham yuklatilishi mumkin.</p>	<p>6.2.6. The Bank may also be assigned other obligations in accordance with applicable laws.</p>
<p>6.2.7. Ipoteka kreditlarini ajratishda moliyalashtiruvchi bank filiali Loyiha tashabbuskori va xaridor o'rtasida tuzilgan har bir shartnomani individual tartibda Bank talablariga mos kelishini tekshiradi. Bunda kvartiralarini sotish bo'yicha tuziladigan shartnoma na'munasi Bank tomonidan Loyiha tashabbuskoriga taqdim etiladi. Loyiha tashabbuskori tomonidan na'munaviy shaklga o'zgartirish va qo'shimchalar kiritilgan taqdirda bank bilan</p>	<p>6.2.7. When issuing mortgage loans, the financing bank branch individually verifies that each contract between the project initiator and buyers meets bank requirements.</p> <p>The sample contract for apartment sales is provided to the Project Initiator by the Bank. If the Project Initiator makes changes or additions to the standard form, they must be agreed upon with the bank and only then applied in practice.</p>

kelishilinadi va shundan so`ng amaliyotda qo`llaniladi. Shartnomada kvartiralar sotuv qiymati va to'lov valyutasi "so'm"da (UZS) aks ettirilgan bo'lishi lozim.	Apartment sale prices and payment currency must be reflected in Uzbek soums (UZS).
6.3. Loyiha tashabbuskorining huquqlari: 6.3.1. Oldindan (10 kun davomida) Bankni va Xaridorni yozma ravishda xabardor qilib, loyihani muddatidan avval ishga tushirish.	6.3. Rights of the Project Initiator: 6.3.1. To start the project ahead of schedule by notifying the Bank and the Buyers in writing at least 10 days in advance.
6.3.2. Moliyalashtirish va hisob-kitoblar bo'yicha O'zbekiston Respublikasi normativ-huquqiy hujjatlari va Bankning ichki me'yoriy hujjatlaridagi o'zgarishlar haqida Bankdan ma'lumot olish.	6.3.2. To receive information from the Bank regarding changes in the normative-legal acts of the Republic of Uzbekistan and the Bank's internal regulatory documents related to financing and settlements.
6.3.3. Loyiha tashabbuskori amaldagi qonun hujjatlariga muvofiq boshqa huquqlarga ham ega bo'lishi mumkin.	6.3.3. The Project Initiator may also have other rights in accordance with applicable laws.
6.4. Loyiha tashabbuskorining majburiyatlari: 6.4.1. Texnik buyurtmachi bilan birga qurilish ob'ektida buzilishlar yoki loyihadan chetlanishlar va qurilishdagi kechikishlar haqida texnik ekspertni xabardor qilishi lozim va belgilangan muddatlarda bartaraf etish chorasini ko'rishlari va bajarilgan ishlar to'g'risida Bankka ma'lum qilishlari kerak.	6.4. Obligations of the Project Initiator: 6.4.1. To notify the technical expert together with the Responsible Technical Supervisor about any defects, deviations from the project, or construction delays at the construction site and take measures to eliminate these issues within the specified deadlines and report the completed works to the Bank.
6.4.2. Bank tomonidan berilgan kreditdan maqsadli foydalanishi va kreditni qaytarish bo'yicha barcha shartlarga rioya qilishi;	6.4.2. To use the loan provided by the Bank for its intended purpose and comply with all terms of loan repayment.
6.4.3. Schyot-fakturalarda ko'rsatilgan bajarilgan ishlar hajmlarining amalda bajarilgan ishlar (qilingan xarajatlar) to'g'risidagi ma'lumotlarga va to'lov topshiriqnomalariga qat'iy muvofiqligi uchun javob berishi;	6.4.3. To ensure strict conformity of the volumes of work indicated in the invoices with the actual completed works (incurred expenses) and payment orders.
6.4.4. Turar va noturar joylarni sotuvi to'g'risidagi ma'lumotlarni har oyda kamida ikki marotaba moliyalashtiruvchi filialga taqdim etib borish;	6.4.4. To provide the financing bank branch with information about the sale of residential and non-residential premises at least twice a month.
6.4.5. Haqiqiy bajarilmagan ish hajmlariga yoki loyiha-smeta hujjatlarda nazarda tutilmagan ishlarga to'lov hujjatlarini taqdim etish ta'qiqlanadi, bunday holatlar aniqlanganda moliyalashtirishni to'xtatish, jarima va boshqa sanksiyalar qo'llanilishi mumkin;	6.4.5. Submission of payment documents for work volumes not actually performed or for works not specified in the project-estimate documents is prohibited. If such cases are identified, financing may be suspended, and penalties or other sanctions may be applied.
6.4.6. Loyiha tashabbuskor va xaridorlar o'rtasidagi bitim Bank talablariga (normativ-huquqiy hujjatlarda belgilangan tartib va shaklga muvofiq) mos kelishini ta'minlash majburiyati. Shuningdek,	6.4.6. To ensure that the agreement between the Project Initiator and the Buyers complies with the Bank's requirements (in accordance with the procedures and forms established in normative legal documents). Additionally,

sotuvdan tushgan mablag'larni belgilangan tartibda ishlatilishi;	the funds received from sales must be used in the prescribed manner.
6.4.7. Kreditning ta'minot bilan ta'minlanganligidan qat'iy nazar qo'shimcha ta'minot sifatida qurilishi tugullanmagan uy-joylar bosqichma-bosqich qo'shimcha ta'minot sifatida garovga taqdim etib borilishi.	6.4.7. Regardless of the loan collateral, the unfinished residential premises shall be gradually provided as additional collateral as part of the loan security.
6.4.8. Ko'p kvartirali uylar foydalanishga topshirilgandan keyin kvartiralarini sotishdan tushgan barcha mablag'lar akseptsiz tartibda dastlab kredit uchun hisoblangan foizni/ bank xizmat haqini undirishga, so'ngra esa asosiy qarzni qaytarishga yo'naltirishi.	6.4.8. After the multi-apartment buildings are commissioned, all funds received from apartment sales must be directed, without acceptance, first to pay the accrued interest/Bank service fees on the loan, and then to repay the principal debt.
6.4.9. Ko'p kvartirali uylar foydalanishga topshirilgandan keyin Loyiha Tashabbuskoridan uy-joyga bo'lgan mulk huquqini o'z vaqtida ro'yxatdan o'tkazishni hamda bank foydasiga garovga qo'yib berishi. Bunda loyiha tashabbuskori tomonidan qurilish bosqichida garovga taqdim etilgan uy-joylar (qurilishi yakulanmagan) 10 (o'n) kalendar kuni ichida barcha kvartiralar qirqimida bank foydasiga garovga qo'yib berilishi.	6.4.9. After the multi-apartment buildings are commissioned, the Project Initiator must timely register the property rights for the residential units and pledge them in favor of the Bank. Residential units pledged by the Project Initiator at the construction stage (unfinished buildings) must be pledged in favor of the Bank within 10 (ten) calendar days for all apartments.
6.4.10. Kreditning hisoblangan foizlar va boshqa to'lovlarni shartnomalarda belgilangan tartib va muddatlarda to'liq to'lanishini ta'minlash.	6.4.10. To ensure full payment of the accrued interest on the loan and other payments according to the terms and deadlines specified in the contracts.
6.4.11. Bankka tahlil qilish uchun buxgalterlik balanslari, foyda va zararlar bo'yicha moliyaviy hisobotlar va boshqa hisobotlar hamda ma'lumotlarni har chorakda taqdim etish.	6.4.11. To submit accounting balance sheets, financial statements on profit and loss, and other reports and data to the Bank for analysis on a quarterly basis.
6.4.12. Bank krediti hisobiga qurilgan uy-joydagi kvartiralarning ipoteka kreditini rasmiylashtirib berish birinchi navbatda moliyalashtiruvchi bank orqali amalga oshirilish.	6.4.12. The registration of mortgage loans on apartments constructed with the Bank's credit must primarily be carried out through the financing Bank.
6.4.13. Boshqa banklarning kredit mahsulotlaridan foydalanishga zaruriyat tug'ilganda avvalo moliyalashtiruvchi bankning yozma roziligini oladi;	6.4.13. When using credit products from other banks, to obtain the prior written consent of the Bank.
6.4.14. Xaridor bilan dastlabki oldi-sotdi shartnomasi rekvizitlarida moliyalashtiruvchi bankda ochilgan hisobvarag'i aks ettirilgan bo'lishi;	6.4.14. To ensure that the preliminary sales agreement with the Buyer reflects the account opened at the Bank in its details.
6.4.15. Sotuvdan kelib tushgan mablag'larni (boshqa banklar ajratadigan kreditlarni ham) moliyalashtiruvchi bankda ochiladigan eskrou hisobvaraqqa kirim qilinishini ta'minlash;	6.4.15. To ensure that proceeds from sales (including loans issued by other banks) are credited to the escrow account opened at the Bank.
6.4.16. O'zining moliyaviy holatiga, shuningdek moliyalashtirilayotgan loyihani amalga oshirilishiga salbiy ta'sir qiluvchi	6.4.16. To notify promptly the Bank of any significant changes or conditions negatively affecting its financial condition

har qanday sezilarli o'zgarishlar yoki vujudga kelgan sharoitlar haqida Bankka zudlik bilan xabar berish.	and the implementation of the financed project.
6.4.17. Ushbu Bosh kelishuvda ko'rsatilgan o'zini majburiyatlari amalga oshirish uchun lozim bo'lgan hujjatlarni Bankka taqdim etish.	6.4.17. To provide the Bank with documents necessary for performing its obligations specified in this General agreement.
6.4.18. Bank xodimlarini mablag'larning maqsadli ishlatilganligini vizual o'rganishlari uchun ishlab chiqarish, ombor, xizmat va boshqa binolar/hududlarga kiritish, shuningdek ularning talablariga asosan birlamchi hisobot, bajarilgan ishlar hajmi to'g'risidagi dalolatnomalar va buxgalterlik hujjatlari bilan tanishishlariga ruxsat berish.	6.4.18. To allow Bank employees access to production, warehouse, service, and other facilities/areas for visual inspection of the targeted use of funds, as well as access to primary reports, certificates of work performed, and accounting documents upon their request.
6.4.19. O'zining faoliyatini amalga oshirish va mazkur Bosh kelishuv shartlarini bajarish uchun lozim bo'lgan barcha ruxsatnoma va litsenziyalarni o'z vaqtida olish va ularni muddatini uzaytirish.	6.4. 19. To obtain and timely renew all permits and licenses required to carry out its activities and fulfill the terms of this General agreement.
6.4.20. Zarurat tug'ilganda Bank so'roviga asosan mablag'lardan maqsadli foydalanilganligini tasdiqlovchi hujjatlarni 5 kun ichida Bankka taqdim etish.	6.4.20. When necessary, to provide the Bank, within 5 days upon request, with documents confirming the targeted use of funds.
6.4.21. Mazkur Bosh kelishuv amal qilish muddati davomida Loyiha tashabbuskori quyidagilarning bajarilishini ta'minlashi lozim: <ul style="list-style-type: none"> o'z faoliyatini va operatsiyalarni O'zbekiston Respublikasi qonunchiligiga muvofiq amalga oshirish; ushbu Bosh kelishuv va kredit/moliyalashtirish shartnomasi predmeti yuzasidan majburiyatlarni birinchi navbatda hamda Haridorlarning oldidagi majburiyatlaridan oldin bajarish; Loyiha tashabbuskorining moliyaviy holatini va uning operatsiyalari natijalarini aniq va to'g'ri aks ettiradigan buxgalterlik hisobi va ichki nazorat tizimini hamda boshqa moliya hisobotlarini amaldagi buxgalterlik hisobi va hisoboti qoidalariga asosan yuritish; 	6.4.21. During the term of this General agreement, the Project Initiator shall ensure the following: <ul style="list-style-type: none"> To conduct its activities and operations in compliance with the legislation of the Republic of Uzbekistan; To fulfill obligations under this General agreement and the loan/financing agreements as a priority and before fulfilling obligations to Buyers; To maintain accounting records, internal control systems, and other financial reports that accurately and clearly reflect the financial condition and results of operations of the Project Initiator in accordance with applicable accounting rules and regulations.
6.4.22. Loyiha tashabbuskori mazkur Bosh kelishuv amalda bo'lgan davrda, Bankning oldindan roziligini olmasdan quyidagi harakatlardan birortasini amalga oshirmasligi zarur: <ul style="list-style-type: none"> Loyihaviy moliyalashtirish bo'yicha ajratilgan kredit va hisoblangan foiz to'liq yopilmagunga qadar ta'sisichilari ro'yhatigao'zgartirish kiritish; Sotuvdan tushadigan mablag'larni moliyalashtiruvchi sarflash, boshqa hisobvaraqlarda yig'ish, tasarruf etish; 	6.4.22. During the term of this General agreement, the Project Initiator undertakes not to perform the following actions without prior consent from the Bank: <ul style="list-style-type: none"> To change the list of founders until the loan and accrued interest under the project financing are fully repaid; To spend, collect, or dispose of sales proceeds; To transfer land plots allocated for construction to third parties;

<ul style="list-style-type: none"> • qurilish uchun ajratilgan yer uchastkalarini uchinchi shaxslarga o'tkazish taqiqlanishi; • loyiha, smetalar va qurilish hamda moliyalashtirish grafiklaridagi o'zgarishlar amalga oshirilishi; • moliyalashtirilayotgan uy-joyni sotish, ijaraga berish, muddatli to'lov asosida sotish, hadya qilish, garovga qo'yish, boshqa Xaridorga biriktirish yoki boshqa yo'llar bilan begonalashtirish va uchinchi shaxslar foydasiga o'z mulkiga nisbatan boshqa imtiyozli huquqlarni vujudga keltirish; • har qanday tugatish jarayonlarini, boshqa banklarda har qanday hisobvaraqlar ochishni amalga oshirish; • o'z kapitalini kamaytirish. 	<ul style="list-style-type: none"> • To implement changes to the project, estimates, construction, and financing schedules; • To sell, lease, sell under installment, gift, pledge, assign to another Buyer, or alienate financed residential property in any other way or create other preferential rights in favor of third parties; • To undertake any liquidation processes or open any accounts in other banks; • To reduce its capital.
<p>6.4.23. Xaridorlarning mablag'larini jamlash uchun Bankda turar-joy majmuasi bo'yicha alohida hisobvaraqlar ochish.</p>	<p>6.4.23. To open a separate account in the Bank for the residential complex to collect Buyers' funds.</p>
<p>6.4.24. Loyiha tashabbuskori mazkur Bosh kelishuv orqali kelib tushadigan mablag'lardan quyidagi harajatlarga foydalana olmaydi:</p> <ul style="list-style-type: none"> • boshqa qarzdorliklarini qoplash (Bosh kelishuvda ko'rsatilgan qurilish ob'ekti bundan mustasno); • qurilish majmuasiga tegishli bo'lmagan tovar (ish va xizmat)larni sotib olish; • boshqa tashkilotlarga kredit yoki moliyaviy yordam berishga; • qurilish ob'ekti to'liq foydalanishga topshirilgunga qadar ta'sischi'larga (aksionerlarga) dividend to'lash. 	<p>6.4.24. The Project Initiator shall not use the funds received under this General agreement for the following expenses:</p> <ul style="list-style-type: none"> • Repayment of other debts (except those related to the construction object specified in the General agreement); • Purchase of goods (works and services) unrelated to the construction complex; • Providing loans or financial aid to other organizations; • Payment of dividends to founders (shareholders) before the construction object is fully commissioned.
<p>6.4.25. Yuridik manzili o'zgarganda, 3 kunlik muddat ichida Bankni xabardor qilish.</p>	<p>6.4.25. To notify the Bank within 3 days of any change in its legal address.</p>
<p>6.4.26. Majburiy tartibda tajribali pudrat tashkilotlari bilan hamkorlikni ta'minlash va ularni Bank tomonidan tekshirish imkoniyatini yaratish, Texnik buyurtmachi va loyiha institutlari bilan shartnomalarning mavjudligi hamda ularning xizmatlari uchun o'z vaqtida to'lovlarni amalga oshirish.</p>	<p>6.4.26. To ensure mandatory cooperation with experienced contracting organizations and the possibility of their inspection by the Bank, the availability of agreements with The Technical supervisor and design institutes, as well as the timely payment for their services.</p>
<p>6.4.27. Xaridorlar bilan uy-joylardagi xonadonlarni oldi-sotdi shartnomalarini rasmiylashtirishni boshlashdan oldin bu haqda Bankni xabardor qilish;</p>	<p>6.4.27. Before commencing the registration of purchase-sale agreements for apartments with Buyers, to notify the Bank about this.</p>
<p>6.4.28. Jinoiy yo'l bilan olingan daromadlarni legallashtirishga, terrorizmni moliyalashtirishga va ommaviy qirg'in qurollarini tarqatishni moliyalashtirishga qarshi kurashish bo'yicha ichki nazorat qoidalarini joriy etishni ta'minlash.</p>	<p>6.4.28. To ensure the implementation of internal control rules on combating money laundering, terrorist financing, and financing the proliferation of weapons of mass destruction.</p>

<p>6.4.29. Xaridorlar bilan rasmiylashtirilgan oldi-sotdi shartnoma nusxalarini ushbu shartnomalar imzolangan kunning o'zida Bankka taqdim etish.</p>	<p>6.4.29. To submit copies of purchase-sale agreements signed with Buyers to the Bank on the very day of signing.</p>
<p>6.4.30. Quyida keltirib o'tilgan kovenantlarni qo'llash zaruriyatini keltirib chiqaradigan harakatlarni amalga oshirmaslik:</p> <ul style="list-style-type: none"> • Aktivlarni boshqa majburiyatlar bo'yicha ta'minotga taqdim etmaslik; • Aktivlarni begonalashtirishga ta'qiq o'rnatish; • Kredit, moliyaviy yordam va kafillik bermaslik; • Dividend e'lon qilmaslik va to'lamaslik; • Moliyaviy qarzdorlikni cheklash; • Qayta tashkil etishga cheklov; • Asosiy faoliyat turini o'zgartirishga cheklash; • Bankdagi hisobvarag'idagi pul aylanmasi minimal miqdori; • Egalikning o'zgarishiga cheklov; • Kapitalni kamaytirishga cheklov; • Ishtirokchi/aksiyadorga bo'lgan qarzni bank kreditiga subordinatsiya qilish; • Qo'shimcha ta'minot taqdim etish va boshqalar. <p>Agar mijozlar tomonidan yuqorida qayd etilgan loyihaviy moliyalashtirish davrida bajarilishi lozim bo'lgan shartlarning birortasi bajarilmagan/lozim darajada bajarilmagan taqdirda, kredit/moliyalashtirish bo'yicha foiz stavkasi, mazkur shartlardan kamida bittasi bajarilmaganligi aniqlangan sanadan boshlab ushbu kamchiliklar bartaraf etilgan sanagacha, amaldagi foiz stavkasi qo'shimcha 30% gacha oshiriladi va hisoblab mijozdan undiriladi.</p>	<p>6.4.30. Not to undertake any actions that would trigger the application of the covenants set forth below:</p> <ul style="list-style-type: none"> • Not to pledge assets as collateral for other obligations; • To establish a prohibition on disposal of assets; • Not to provide loans, financial assistance, or guarantees; • Not to declare or pay dividends; • To restrict financial indebtedness; • To restrict reorganization; • To restrict changes to the main type of activity; • To ensure a minimum turnover of funds on the bank account; • To restrict changes in ownership; • To restrict reduction of charter capital; • To subordinate debt owed to a participant/shareholder to the bank loan; • To provide additional security and other obligations. <p>In the event that the Client fails to fulfil or improperly fulfils any of the conditions to be observed during the above-mentioned project financing period, the interest rate on the loan/financing shall be increased by up to 30% of the applicable interest rate, starting from the date on which the non-compliance with at least one of such conditions is identified and until the date such deficiencies are remedied, with subsequent calculation and recovery from the Client.</p>
<p>6.4.31. Mazkur Nizomning 6.1-bandida keltirilgan bank huquqlarini cheklamaydi. Loyiha tashabbuskoriga amaldagi qonun hujjatlariga muvofiq boshqa majburiyatlar ham yuklatilishi mumkin.</p>	<p>6.4.31. Does not limit the rights of the Bank stipulated in Clause 6.1 of this Regulation. The Project Initiator may be assigned other obligations in accordance with applicable legislation.</p>

<p style="text-align: center;">VII. TOMONLARNING JAVOBGARLIGI</p> <p>7.1. Tomonlarning ushbu Bosh kelishuvda ko'zda tutilgan majburiyatlarni bajarishdan bosh tortishi mazkur Bosh kelishuv shartlari va O'zbekiston Respublikasining amaldagi qonunchiligiga muvofiq javobgarlikka sabab bo'ladi.</p>	<p style="text-align: center;">VII. RESPONSIBILITIES OF THE PARTIES</p> <p>7.1. Failure of the Parties to fulfill the obligations stipulated in this General agreement shall entail liability in accordance with the terms of this General agreement and the applicable legislation of the Republic of Uzbekistan.</p>
<p>7.2. Loyiha tashabbuskori mablag'lardan maqsadsiz foydalansa, Bankka maqsadsiz foydalangan kredit/moliyalashtirish shartnomasida belgilangan miqdorida jarima to'laydi. Shuningdek, Bank moliyalashtirishni to'xtatib turish, tekshiruv o'tkazish va qarzni garov predmetlari hisobidan undirish huquqiga ega.</p>	<p>7.2. If the Project Initiator uses the funds for unintended purposes, they shall pay a penalty to the Bank in the amount specified in the credit/financing agreement for misuse. Also, the Bank has the right to suspend financing, conduct an inspection, and enforce the debt against the collateral.</p>
<p>7.3. Uy-joylar ushbu Bosh kelishuvning 2.1.-bandida ko'rsatilgan muddatda foydalanishga topshirilmagan taqdirdashu kundan boshlab xaridorlarga, hamda ularning ipoteka kreditlari bo'yicha majburiyatlari mavjud bo'lsa, foiz, penya, jarima va boshqa to'lovlar Loyiha tashabbuskori tomonidan qoplanadi.</p>	<p>7.3. If the residential premises are not handed over for use within the period specified in clause 2.1 of this General agreement, from that day onward, the Project Initiator shall compensate buyers for interest, penalties, fines, and other payments, including obligations related to their mortgage loans, if any.</p>
<p>7.4. Bank Loyiha tashabbuskoriga kredit/moliyalashtirish summasining 5 (besh) foizigacha miqdorda jarima qo'llashi mumkin, agar qurilish obyekti bo'yicha buzilishlar, loyihadan chetlanishlar yoki qurilishdagi kechikishlar, shuningdek, ko'rsatilgan buzilishlarni bartaraf etish choralarini haqida xabar berilmagan yoki o'z vaqtida xabar berilmagan bo'lsa.</p>	<p>7.4. The Bank may impose a penalty on the Project Initiator of up to 5 (five) percent of the financing amount for failure to inform or delayed informing about violations, deviations from the project, or delays in construction at the site, as well as about the measures taken to eliminate such violations.</p>
<p style="text-align: center;">VIII. KOMPLAENS SOHASIDAGI TALABLAR</p> <p>8.1 Korrupsiyaga qarshi shartlar. 8.1.1. Ushbu Shartnoma imzolanganida tomonlar Shartnoma bilan bog'liq korrupsiyaga oid harakatlarda, Shartnoma amal qilish muddati davomida hamda uning muddati tugagandan keyin shug'ullanmaslikka kelishib olishdi.</p>	<p style="text-align: center;">VIII. COMPLIANCE REQUIREMENTS</p> <p>8.1 Anti-Corruption Provisions 8.1.1. Upon signing this Agreement, the Parties agree not to engage in any corruption-related activities in connection with the Agreement, during its term, and after its expiration.</p>
<p>8.1.2. Tomonlar ushbu bo'limdagi . Korrupsiyaga qarshi choralarini tan oladi va ularning bajarilishini ta'minlashda hamkorlik qiladi.</p>	<p>8.1.2. The Parties acknowledge the anti-corruption measures set forth in this section and agree to cooperate in ensuring their implementation.</p>
<p>8.1.3. Tomonlar, ularning bog'liq shaxslar, xodimlari yoki agentlari bevosita yoki bilvosita har qanday shaxslardan noqonuniy pul yoki boshqa qiymatli narsalarni taklif qilmaslik, to'lamaslik, talab qilmaslik yoki qabul qilmasliklari kerak, bularning barchasi tegishli shaxslarning qarorlari yoki harakatlariga ta'sir o'tkazish maqsadida bo'ladi.</p>	<p>8.1.3. The Parties, as well as their affiliated persons, employees, or agents, shall not directly or indirectly offer, pay, solicit, or accept any unlawful money or other items of value from any persons, if such actions are intended to influence the decisions or actions of the relevant persons.</p>

<p>8.1.4. Tomonlar korrupsiya, tijorat poraxo'rligi yoki bankning korrupsiyaga qarshi ichki hujjatlarida ko'rsatilgan boshqa qonunbuzarlik harakatlarining oldini olishga majburdirlar.</p>	<p>8.1.4. The Parties are obliged to prevent corruption, commercial bribery, and other unlawful acts as specified in the Bank's internal anti-corruption documents.</p>
<p>8.1.5. Tomonlar o'z nazorati ostidagi va nomidan harakat qiluvchi shaxslarga ushbu Korrupsiyaga qarshi bandlarida ko'rsatilgan majburiyatlarning buzilishi to'g'risida xabar berish uchun bosim o'tkazmasliklarini kafolatlaydi.</p>	<p>8.1.5. The Parties guarantee that they will not exert pressure on persons acting under their control or on their behalf in relation to reporting violations of the obligations set forth in these Anti-Corruption provisions.</p>
<p>8.1.6. Agar tomonlardan biri boshqa tomon ushbu bo'limdagi shartlarni buzganini bilib qolsa, darhol boshqa tomonni xabardor qilishi va tegishli choralar ko'rilishini talab qilib, amalga oshirilgan ishlar yoki qabul qilingan choralardan xabardor qilinishini so'rashi shart.</p>	<p>8.1.6. If either Party becomes aware that the other Party has violated the provisions of this section, it shall immediately notify the other Party and may demand that appropriate measures be taken, as well as request to be informed of the actions taken or measures implemented.</p>
<p>8.2. Manfaatlarga to'qnashuvi 8.2.1. Tomonlar ushbu shartnomani bajarishda manfaatlarga to'qnashuvining oldini olish uchun barcha zarur choralarini ko'radi.</p>	<p>8.2. Conflict of Interest 8.2.1. The Parties shall take all necessary measures to prevent any conflict of interest in the performance of this Agreement.</p>
<p>8.2.2. Manfaatlarga to'qnashuvi yuzaga kelsa, tomon darhol boshqa tomonni yozma tarzda xabardor qilishi shart.</p>	<p>8.2.2. In the event of a conflict of interest, the Party shall immediately notify the other Party in writing.</p>
<p>8.2.3. Manfaatlarga to'qnashuvini aniqlash maqsadida Loyiha tashabbuskori, uning affillangan shaxslari va bank xodimlari o'rtasidagi aloqalar to'g'risidagi ma'lumotlarni oshkor etishi (Manfaatlarga to'qnashuvi bo'yicha deklaratsiyani to'ldirish orqali);</p>	<p>8.2.3. For the purpose of identifying a conflict of interest, the Project Initiator shall disclose information regarding relationships between itself, its affiliated persons, and bank employees (by completing a Conflict of Interest Declaration);</p>
<p>8.3. Jinoyat yo'li bilan olingan daromadlarni legallashtirish va terrorizmni moliyalashtirishga qarshi chora-tadbirlar (AML/CFT). 8.3.1. Tomonlar O'zbekiston Respublikasining «Jinoyat yo'li bilan olingan daromadlarni legallashtirish va terrorizmni moliyalashtirishga qarshi kurashish to'g'risida»gi qonun va qonunosti hujjatlariga hamda Bankning ushbu sohadagi o'z ichki qoidalariga amal qilishga majburdirlar.</p>	<p>8.3. Measures Against Money Laundering and Financing of Terrorism (AML/CFT) 8.3.1. The Parties are obliged to comply with the Law of the Republic of Uzbekistan "On Combating Legalization of Proceeds from Criminal Activity and Financing of Terrorism," its subordinate legislation, as well as the Bank's internal regulations in this area.</p>
<p>8.3.2. Zarur hollarda Loyiha tashabbuskori korxonasi faoliyati bilan bog'liq gumonli va shubhali operatsiyalar to'g'risidagi xabarlarni va rahbarlari/ta'sisчилari to'g'risidagi ma'lumotlarni "Bank siri to'g'risida"gi va "Jinoiy faoliyatdan olingan daromadlarni legallashtirishga va terrorizmni moliyalashtirishga qarshi kurashish to'g'risida"gi qonunlariga muvofiq belgilangan tartibda tegishli organlarga taqdim etishga majburdirlar.</p>	<p>8.3.2. When necessary, the Project Initiator is obliged to provide information on suspicious and questionable transactions related to the activities of the enterprise, as well as information about its executives/founders, to the relevant authorities in accordance with the procedures established by the Laws "On Bank Secrecy" and "On Combating Legalization of Proceeds from Criminal Activity and Financing of Terrorism."</p>

<p>IX. FORS-MAJOR HOLATLARI</p> <p>9.1. Tomonlar ushbu Bosh kelishuv bo'yicha majburiyatlarning qisman yoki to'liq bajarilmaganligi uchun, agar ushbu bajarilmaganlik shartnoma tuzilgandan keyin, Tomonlar oldindan ko'ra olishmagan, oqilona choralar bilan bartaraf etishi mumkin bo'lmagan favquloddagi hodisalar natijasida vujudga kelgan, yengib bo'lmaydigan kuch holatlarining oqibatlarini hisoblansa, javobgarlikdan ozod etiladi, xususan: yong'in, tabiiy ofat va ushbu Bosh kelishuv shartlarini bajarishga to'sqinlik qiluvchi, tomonlarga taalluqli bo'lmagan boshqa hodisalar kiradi.</p>	<p>IX. FORCE MAJEURE CIRCUMSTANCES</p> <p>9.1. The Parties shall be released from liability for partial or complete failure to fulfill their obligations under this General agreement if such failure results from force majeure circumstances that occurred after the conclusion of the Agreement, could not have been foreseen by the Parties, and could not have been prevented by reasonable measures. Such circumstances include, in particular: fire, natural disasters, and other events beyond the control of the Parties that hinder the performance of the terms of this General agreement.</p>
<p>9.2. Yengib bo'lmaydigan kuch holatlari sodir bo'lgan taqdirda, Bosh kelishuv yoki shartnomalarning amal qilish muddati shunday holatlar va uning oqibatlarini butun davriga teng muddatga uzaytiriladi.</p>	<p>9.2. In the event of force majeure circumstances, the term of this General Agreement or related contracts shall be extended for a period equal to the duration of such circumstances and their consequences.</p>
<p>X. NIZOLARNI HAL QILISH TARTIBI</p> <p>10.1. Tomonlar o'rtasidagi kelishmovchiliklar va/yoki ushbu Bosh kelishuvda nazarda tutilmagan nizoli vaziyatlar yuzaga kelgan, shuningdek Bosh kelishuvning 7-bo'limida nazarda tutilgan majburiyatlarni bajarmaslik holatlari yuzaga kelgan taqdirda, Tomonlar O'zbekiston Respublikasining amaldagi konun hujjatlariga amal qilgan xolda barcha kelishmovchiliklarni muzokara yo'li bilan hal etadilar.</p>	<p>X. DISPUTE RESOLUTION PROCEDURE</p> <p>10.1. In case of disagreements and/or disputed situations not covered by this General agreement, as well as failure to fulfill obligations stipulated in clause 7 of this Agreement, the Parties shall resolve all disagreements through negotiations in accordance with the current legislation of the Republic of Uzbekistan.</p>
<p>10.2. Tomonlar o'rtasida yuzaga kelgan nizo va kelishmovchiliklar muzokara yo'li bilan hal qilinmagan taqdirda, nizolarni hal etish qonunchilikda belgilangan tartibda va asoslarda Toshkent tumanlararo iqtisodiy sudiga murojaat qilish orqali hal etiladi.</p>	<p>10.2. If disputes and disagreements between the Parties cannot be resolved through negotiations, they shall be resolved by referring to the Tashkent Interdistrict Economic Court, in accordance with the procedures and grounds established by law.</p>
<p>10.3. Bank mablag'larning maqsadli ishlatilmaganligi natijasida vujudga keladigan nizolarni sudgacha xal qilishning kuyidagi usullaridan foydalanishi mumkin:</p> <ul style="list-style-type: none"> • Loyiha tashabbuskorini kredit to'lovlarini amalga oshirishi to'g'risida og'zaki va yozma ravishda ogohlantirish; • Loyiha tashabbuskorining bankdagi barcha hisobvaraqlaridan (asosiy, ikkilamchi, valyuta, depozit, plastik, maxsus va x.k.) mablag'larni uning roziligini olmagan holda yechib olish. 	<p>10.3. The Bank may use the following pre-court methods to resolve disputes arising from improper use of funds:</p> <ul style="list-style-type: none"> • Verbal and written warnings to the Project Initiator to fulfill credit payments; • Withdrawal of funds from all accounts of the Project Initiator in the Bank (including main, secondary, foreign currency, deposit, plastic, special accounts, etc.) without their consent.
<p>10.4. Bankning ushbu Bosh kelishuvning 10.3-bandida ko'rsatilgan usullardan</p>	<p>10.4. The Bank's failure to use the methods specified in clause 10.3 of this</p>

foydalanmasligi uni sudga murojaat qilish huquqidan mahrum qilmaydi.	General agreement does not deprive it of the right to apply to the court.
XI. BOSHQA SHARTLAR	XI. OTHER TERMS
11.1. Har bir tomon ushbu Bosh kelishuv predmeti va shartlariga bog'liq ma'lumotlarning maxfiylikini saqlaydilar. Ushbu ma'lumotlarning O'zbekiston Respublikasi qonunchiligiga ko'ra tegishli organlarga berilishi bundan mustasno.	11.1. Each party shall maintain the confidentiality of information related to the subject and terms of this General agreement. Disclosure of such information to the relevant authorities in accordance with the legislation of the Republic of Uzbekistan is excluded from this confidentiality obligation.
11.2 Ushbu Bosh kelishuv Tomonlar o'rtasida imzolanganidan so'ng kuchga kiradi hamda Tomonlar o'z majburiyatlarini to'liq bajargunlariga qadar amal qiladi.	11.2. This General agreement shall come into force upon signing by the Parties and shall remain effective until the Parties fully perform their obligations.
11.3. Mazkur Bosh kelishuvni o'zgartirish va bekor qilish tomonlarning kelishuviga ko'ra yoki O'zbekiston Respublikasining qonun hujjatlariga muvofik sud tartibida amalga oshirilishi mumkin.	11.3. Amendments and termination of this General agreement may be made by mutual agreement of the Parties or in accordance with the procedure established by the legislation of the Republic of Uzbekistan through the court.
11.4. Ushbu Bosh kelishuvga barcha o'zgartirish va qo'shimchalar yozma shaklda, imzolagan ko'shimcha kelishuvlar tarzida rasmiylashtiriladi. Ushbu Bosh kelishuv va ko'shimcha kelishuvlar shartlari bir-biriga zid bo'lgan takdirda, ko'shimcha kelishuv shartlari amal kiladi.	11.4. All amendments and additions to this General agreement shall be formalized in writing as supplementary agreements signed by the Parties. In case of conflict between the terms of this General agreement and the supplementary agreements, the terms of the supplementary agreements shall prevail.
11.5. Markur Bosh kelishuv tomonlardan xar biri uchun, bir xil yuridik kuchga ega bo'lgan o'zbek va ingliz tilida __ (__) nusxada tuzilgan. Nizo yoki tafovutlar yuzaga kelgan taqdirda, uzbek tilidagi matn ustuvor hisoblanadi.	11.5. This General agreement is executed in __ (__) copies in the Uzbek and English language, each having equal legal force for each Party. In case of discrepancies, Uzbek shall prevail.

XII. TOMONLARNING YURIDIK MANZILLARI, TO'LOV REKVIZITLARI VA IMZOLARI // PARTIES' LEGAL ADDRESSES, PAYMENT DETAILS, AND SIGNATURES

“Bank”	Loyiha tashabbuskori “_____” MCHJ
“Ipoteka-bank” ATIB Bosh ofisi	Manzili: _____
Toshkent shahar, M.Ulugbek tumani, Shaxrisabz ko'chasi, 30-uy MFO 00937 STIR 202 858 481	MFO: _____ STIR: _____
Boshqaruv raisi o'rinbosari	
_____ (muhr)	Rahbar _____ (muhr)