

<p style="text-align: center;"><b>LOYIHAVIY MOLIALASHTIRISH SHARTNOMASI _____-sonli</b></p> <p style="text-align: center;">_____/_____/20____ Toshkent sh.</p> <p>“Ipoteka-bank”aksiyadorlik tijorat ipoteka banki (bundan buyon shartnoma matnida “Bank”) nomidan Nizom hamda Bosh ishonchnoma asosida harakat qiluvchi _____ <i>filiali</i> _____ boshqaruvchisi _____ <i>F.I.Sh.</i> _____ bir tomondan _____ <i>mijoz</i> _____ hamda _____ (bundan buyon shartnoma matnida “Qarz oluvchi”) nomidan _____ asosida ish yurituvchi _____ ikkinchi tomondan bundan keyin birgalikda “Tomonlar” deb yuritiladi,</p> <p>Ko’p kvartirali turar-joy binolarini qurish uchun loyiha moliyalashtirish bo’yicha Bosh bitim № _____ sanasi _____ dagi hujjatni ijro etish maqsadida, unga ko’ra Tomonlar loyiha moliyalashtirishga oid huquq va majburiyatlar doirasiga ega,</p> <p>Tomonlar quyidagilar haqida kelishib oldilar:</p>	<p style="text-align: center;"><b>PROJECT FINANCING AGREEMENT</b></p> <p style="text-align: center;">No. _____</p> <p style="text-align: center;">_____/_____/20____ _____ city</p> <p>Joint-Stock Commercial Mortgage Bank “Ipoteka-Bank” (hereinafter referred to as the “Bank”), represented by _____, the Manager of the _____ branch, acting on the basis of the Charter and the General Power of Attorney, on the one hand, and _____ Client _____ (hereinafter referred to as the “Borrower”), represented by _____, acting on the basis of the _____, on the other hand, and together hereinafter referred to as the “Parties”,</p> <p>In implementation of the General Agreement on Project Financing for the Construction of Multi-Apartment Residential Buildings No. _____ dated _____, according to which the Parties bear a scope of rights and responsibilities in relation to project financing,</p> <p>The Parties agreed as follows:</p>
<p style="text-align: center;"><b>I. SHARTNOMA PREDMETI</b></p> <p>1.1. Bank Qarz oluvchiga mazkur shartnomada ko’rsatib o’tilgan miqdorda va shartlar asosida Loyihaviy moliyalashtirish uchun kredit mablag’i ajratadi, Qarz oluvchi esa Bankdan olingan kredit mablag’larini ushbu shartnomada belgilangan muddatlar va shartlar asosida foizlari hamda boshqa to’lovlar bilan birga to’lash majburiyatini oladi. Ushbu shartnoma doirasida moliyalashtirish loyihani qo’llab-quvvatlash maqsadida amalga oshiriladi.</p>	<p style="text-align: center;"><b>I. Subject of the Agreement</b></p> <p>1.1. The Bank shall provide the Borrower with loan funds for Project Financing in the amount and under the terms specified in this Agreement, and the Borrower undertakes to repay the loan funds received from the Bank together with interest and other payments within the timeframes and under the conditions set forth in this Agreement.</p>
<p style="text-align: center;"><b>II. KREDIT MIQDORI VA KREDITDAN FOYDALANISH TARTIBI</b></p> <p>2.1. Kredit summasi: _____ (_____so`z bilan_____) so`m;</p>	<p style="text-align: center;"><b>II. LOAN AMOUNT AND PROCEDURE FOR THE USE OF THE LOAN</b></p> <p>2.1. Loan amount: _____ (___in words) UZS;</p>

<p>2.2. Kredit valyutasi: so‘m (milliy valyuta UZS) yoki xorijiy valyutalar — AQSH dollari (USD) yoki yevro (EUR).</p>	<p>2.2. Loan currency: UZS (national currency) or foreign currency — US dollars (USD) or Euro (EUR).</p>
<p>2.2.1. Qarz oluvchi xorijiy valyutada ifodalangan moliyalashtirish shaklini tanlashni o‘z xohishi va tavakkalchiligi asosida amalga oshirganligini tan oladi va bunga rozi bo‘ladi. Valyuta kursining o‘zgarishi natijasida yuzaga keladigan barcha oqibatlar, shu jumladan qarz oluvchining milliy valyutadagi qarz yukining ortishi bilan bog‘liq har qanday holatlar uchun javobgarlik to‘liq va faqat qarz oluvchining zimmasiga yuklanadi. Bank bunday valyuta tebranishlari natijasida qarz oluvchi tomonidan ko‘rilgan yo‘qotishlar yoki qo‘shimcha xarajatlar uchun javobgar bo‘lmaydi.</p>	<p>2.2.1. The Borrower acknowledges and agrees that the choice of financing denominated in foreign currency has been made at their own discretion and risk. All potential consequences arising from changes in the foreign exchange rate, including any increase in the Borrower’s debt burden in the national currency, shall be borne solely by the Borrower. The Bank shall not be liable for any losses or additional costs incurred by the Borrower because of such currency fluctuations.</p>
<p>2.3. Kreditdan foydalanish muddati: ____ (____so`z bilan ____ ) oy shundan imtiyozli davr:</p> <ul style="list-style-type: none"> <li>• kredit qismi uchun ____ (____so`z bilan ____ ) oy;</li> <li>• foiz to‘lovlari uchun ____ (____so`z bilan ____ ) oy.</li> </ul>	<p>2.3. Loan utilization period: ____ (in words) months, including grace periods:</p> <p>For the principal: ____ (in words) months;</p> <p>For interest payments: ____ (in words) months.</p>
<p>2.4. Loyihaviy moliyalashtirishning maqsadi va obyekti: _____qurilish obyekti manzili_____ manzilda _____ ta xonadondan iborat _____ ta dona _____ qavatli turar-joy qurilishini moliyalashtirish (“Yangi O‘zbekiston” massivlari bo‘yicha tegishli farmonga asosan Iqtisodiyot va Moliya vazirligi mablag‘lari hisobidan).</p>	<p>2.4. Purpose and object of Project Financing: Financing of the construction of a residential building consisting of _____ apartments located at _____(construction site address)_____, as part of the "New Uzbekistan" housing program, using funds allocated by the Ministry of Economy and Finance.</p>
<p>2.5. Kredit mablag‘lari harakatining hisobini yuritish maqsadida Bank tomonidan Qarz oluvchi nomiga obyekt manzili va ko‘p qavatli uy-joy majmuasi aks ettirilgan ssuda hisobvarag‘i ochiladi hamda Qarz oluvchining so‘rovnomasiga asosan unga ushbu hisobvaraقدan ko‘chirma taqdim qilinadi.</p> <p>Bundan tashqari, ayrim hollarda bitta loyiha uchun taqdim etiladigan Loyihaviy moliyalashtirish bo‘yicha kreditlar 2 ta alohida ssuda hisobvarag‘i orqali o‘zlashtirilishi mumkin.</p>	<p>2.5. For the purpose of accounting for the movement of loan funds, the Bank shall open a loan account in the name of the Borrower, indicating the object address and the multi-apartment residential complex. Upon the Borrower's request, the Bank shall provide an account statement. Additionally, in some cases, project financing may be provided for a single project through two separate loan accounts.</p>

<p>2.6. Qarz oluvchining loyihaviy moliyalashtirish bo'yicha kreditdan foydalanish bo'yicha har qanday talablari, ko'rsatmalari va so'rovlari chaqirib olinmaydigan hisoblanadi.</p>	<p>2.6. Any demands, instructions, or requests by the Borrower for the use of the project financing loan shall be considered irrevocable.</p>
<p>2.7. Qarz oluvchi ushbu shartnoma shartlariga muvofiq, Bank tomonidan amalga oshirilgan har qanday turdagi to'lovlarni so'zsiz tan oladi. Qarz oluvchining talablari ushbu shartnoma shartlariga zid kelmagan yoki Bank tomonidan uchinchi shaxslar foydasiga chaqirib olinmaydigan to'lov majburiyatlari berilmagan taqdirdagina bajariladi.</p> <p>Kredit mablag'lari hisobiga sotib olinayotgan mahsulotlarni (ish va xizmatlarni) yetkazib berish (sifat, butlanganlik va x.k.) bo'yicha vujudga keladigan barcha nizo va kelishmovchiliklar, shu jumladan, har qanday uskuna, mexanizm va texnikalar sotib olish, pudrat shartnomalari asosida ish bajarish bo'yicha Qarz oluvchining uchinchi shaxslar bilan tuzgan (tuzadigan) bitim va shartnomalaridan kelib chiquvchi munosabatlar va nizolar bitim (shartnoma) taraflari o'rtasida shu bitim (shartnoma) shartlari asosida hal qilinadi.</p> <p>Qarz oluvchi ushbu bitim (shartnoma) shartlari va majburiyatlariga asoslangan holda Bankka hech qanday e'tiroz va/yoki shikoyat bildirmaydi.</p>	<p>2.7. The Borrower unconditionally accepts all payments made by the Bank in accordance with the terms of this Agreement. The Borrower's instructions shall be executed only if they do not contradict this Agreement and no irrevocable payment obligations in favor of third parties have been provided by the Bank. Any disputes or disagreements regarding the delivery of goods (quality, completeness, etc.) purchased with loan funds, including the procurement of equipment, mechanisms, and technical tools, as well as works performed under contractor agreements, shall be resolved directly between the Borrower and third parties under the terms of their respective agreements. The Borrower shall have no claims or complaints against the Bank in this regard.</p>
<p>2.8. Bank tomonidan Qarz oluvchining hisobvaraqlari haqida olingan ko'chirmalar, agarda ularda ochiq xatolar mavjud bo'lmasa, mazkur shartnomaga muvofiq qarz oluvchining to'lov majburiyatlari vujudga kelganligi yoki ularning bajarilganligi haqida yakuniy ma'lumot hisoblanadi.</p>	<p>2.8. Account statements provided by the Bank regarding the Borrower's accounts shall, in the absence of manifest errors, serve as final evidence of the existence or fulfillment of the Borrower's payment obligations under this Agreement.</p>
<p>2.9. Mazkur shartnomaga asosan Bank tomonidan moliyalashtirish bo'yicha mablag'larni ajratilganidan so'ng Qarz oluvchi ushbu loyiha dorasidagi xonadon va noturarlar sotuvidan tushum bo'yicha pul aylanmasini Bankda ochilgan hisobvarag'i orqali amalga oshirib, moliyalashtirilgan mablag'larni qaytarish bo'yicha to'lovlarini ushbu hisobvarag'i va talab qilib</p>	<p>2.9. Following the disbursement of funds by the Bank under this Agreement, the Borrower shall ensure that all cash flows from the sale of residential and non-residential premises within the scope of the Project are processed through the account opened with the Bank. The Borrower shall make repayments of the</p>

<p>olinguncha saqlanadigan depozit hisobvarag`lari orqali to`lab boradi.</p> <p>Ushbu talab moliyalashtirishning maqsadli yo`naltirilishi va uning qaytarilishi ustidan nazoratni ta`minlash maqsadida belgilangan bo`lib, qarz oluvchining hisob raqamlarida belgilangan qoldiq yoki majburiy aylanmani saqlab turish majburiyati hisoblanmaydi.</p>	<p>financed funds through this account and through demand deposit accounts.</p> <p>This requirement is established for the purpose of ensuring control over the targeted use and repayment of the financing and shall not constitute an obligation of the Borrower to maintain any fixed balance or mandatory turnover on its accounts.</p>
<p>2.10. Mazkur shartnomaning 2.9. bandida keltirilgan qoidaga zid ravishda Qarz oluvchining Bankdagi va (yoki) boshqa banklardagi boshqa hisobvarag`lariga pul mablag`lari kelib tushsa, Bank tomonidan memorial order va (yoki) to`lov talabnomasi orqali kelib tushgan mablag`lar Qarz oluvchining kredit to`lovlarini amalga oshirish uchun ochilgan hisobvarag`iga o`tkaziladi.</p> <p>Ushbu majburiy o`tkazma va to`lov talabnomalarini ijro qilish bo`yicha Qarz oluvchi oldindan o`z roziligini mazkur shartnoma bandi bilan bergan hisoblanadi hamda Bank Qarz oluvchining Bankdagi boshqa hisobvaraqlardan to`lovlarni amalga oshirish to`g`risidagi to`lov hujjatlarini ijro qilmaslikka haqli bo`ladi.</p>	<p>2.10. In the event that funds are credited to the Borrower's other accounts with the Bank and/or other banks in violation of the rule set forth in Clause 2.9 of this Agreement, the Bank shall, by means of a memorial order and/or payment demand, transfer such funds to the account opened for the repayment of the financed funds.</p> <p>The Borrower hereby gives its prior consent to the execution of such mandatory transfers and payment demands by virtue of this clause of the Agreement, and the Bank shall have the right to refuse execution of any payment documents instructing payments from other Borrower's accounts held with the Bank.</p>
<p>2.11. Qarz oluvchi pul aylanmasini boshqa banklarda ochilgan hisobvarag`lar orqali amalga oshirgan taqdirda, Bank kredit qoldig`iga ushbu shartnomaning 4.3-bandiga muvofiq yuqori foiz stavkasida foiz hisoblaydi.</p>	<p>2.11. If the Borrower conducts its cash flow through accounts in other banks, the Bank shall apply the higher interest rate to the outstanding loan balance in accordance with clause 4.3 of this Agreement.</p>
<p>2.12. Moliyalashtirish qurilish-montaj ishlarini bajarish jadvallari asosida quyidagi tartibda bosqichma-bosqich amalga oshiriladi:</p> <p>a) Qarz oluvchining ssuda hisobvarag`idan uning to`lov topshiriqnomasiga asosan loyihaviy moliyalashtirish shartnomasi umumiy summasining 25 foizigacha miqdorda avans to`lovlari ajratiladi;</p> <p>b) qarz oluvchi avans mablag`lari hisobiga bajarilgan ishlar dalolatnomasini taqdim etgach (avans miqdoridan kam bo`lmagan miqdorda), loyihaviy moliyalashtirish shartnomasi umumiy summasining qolgan qismi bajarilgan ishlar xajmidan kelib chiqib, Bank o`z mutaxassislari yordamida</p>	<p>2.12. The financing shall be carried out in stages based on the construction and installation work schedules, as follows:</p> <p>a) Advance payments of up to 25 percent of the total amount of the Project Financing Agreement shall be disbursed from the Borrower's loan account upon the Borrower's payment order;</p> <p>b) Upon submission by the Borrower of a completion certificate for the works performed using the advance funds (in an amount not less than the advance), the remaining portion of the total amount under the Project Financing Agreement shall be disbursed by the Bank based on the volume of completed works, after the</p>

<p>ajratilgan mablag'larining maqsadli ishlatilishini o'rganganidan so'ng ajratiladi.</p>	<p>Bank, with the assistance of its specialists, verifies the targeted use of the allocated funds.</p>
<p>2.13. Alohida shartlar:</p> <ul style="list-style-type: none"> <li>• barcha pul mablag'lari tushumi jumladan, Bank tomonidan moliyalashtiriladigan loyiha doirasidagi xonadon va noturarlarni sotishdan tushadigan tushumlar "Ipoteka-bank" ATIB tizimida ochilgan bank hisobvarag'larida aylanishi ta'minlanadi;</li> <li>• Qarz oluvchi tomonidan Bankka taqdim etilgan barcha ta'minot turlari ushbu Loyihaviy moliyalashtirish shartnomasi asosida Qarz oluvchining Bank oldidagi barcha majburiyatlarini ta'minlash uchun qo'llaniladi. Ushbu ta'minotlar Bankning foydasiga beriladi va ularning amal qilish doirasi yuqorida ko'rsatilgan shartnoma bo'yicha vujudga keladigan qarz, komissiya, xizmatlar haqi, jarima, penya va boshqa to'lovlarni o'z ichiga oladi. Ta'minotlar ushbu shartnoma bo'yicha Qarz oluvchi tomonidan Bank oldidagi barcha majburiyatlar to'liq bajarilgunga qadar amal qiladi.</li> <li>• ta'minot mavjudligidan qat'i nazar, qo'shimcha ta'minot sifatida mavjud loyihaviy moliyalashtirilayotgan turar-joylar sotilishidan tushadigan kelgusidagi tushumlar garovi hamda qurilishi tugallanmagan obyektlar yakunlanish darajasiga qarab bosqichma-bosqich qo'shimcha garov sifatida taqdim etiladi;</li> <li>• loyihaviy moliyalashtirishning dastlabki shartlariga o'zgartirish va qo'shimchalar kiritilgan taqdirda, nafaqat loyihaviy moliyalashtirish shartnomasiga balki Bosh kelishuv, kredit ta'minoti hujjatlariga ham tegishli o'zgartirish va qo'shimchalar kiritilishi zarur. Kreditlarni restrukturizatsiya qilish bankning ichki jarayonlariga muvofiq amalga oshiriladi.</li> <li>• "Yangi O'zbekiston" massivlari bo'yicha Iqtisodiyot va moliya vazirligi tomonidan ajratiladigan kredit mablag'lari bosqichma-bosqich qayta moliyalashtiriladi.</li> </ul>	<p>2.13. Special conditions:</p> <ul style="list-style-type: none"> <li>• All cash inflows, including proceeds from the sale of residential and non-residential premises within the project financed by the Bank, shall be ensured to circulate through bank accounts opened within the system of JSCMB "Ipoteka-bank";</li> <li>• All types of security provided by the Borrower to the Bank shall be applied to secure all obligations of the Borrower to the Bank under this Project Financing Agreement. Such security shall be established in favor of the Bank and shall extend to all debts, commissions, service fees, penalties, fines, and other payments arising under the above-mentioned Agreement. The security shall remain valid until the Borrower has fully fulfilled all of its obligations to the Bank under this Agreement.</li> <li>• Regardless of the existing collateral, as additional security, the future proceeds from the sale of the financed residential buildings and partially completed construction projects shall be provided as step-by-step additional collateral;</li> <li>• If changes or additions are made to the initial conditions of the project financing, not only the project financing agreement but also the General Agreement and collateral documentation shall be amended accordingly. Loan restructuring shall be carried out in accordance with the Bank's internal procedures;</li> <li>• Loan funds allocated by the Ministry of Economy and Finance under the "New Uzbekistan" program shall be refinanced step by step.</li> </ul>
<p>2.14. Bajirilgan ishlar, ko'rsatilgan xizmatlar, sotib olingan mahsulotlar hajmida yoki sifatida nomuvofiqliklar aniqlangan taqdirda loyiha</p>	<p>2.14. If any discrepancies are identified in the volume or quality of completed works, rendered services, or purchased products, the payment documents of the</p>

<p>tashabbuskorining to'lov hujjatlari ijrosiz qaytariladi.</p> <p>Shuningdek, avval kredit mablag'lari hisobidan amalga oshirilgan to'lov hisobidan yetkazib berilmagan yoki tegishli hisob-fakturalari taqdim etilmagan mahsulot (ish, xizmat) turlari uchun navbatdagi kredit mablag'larini o'zlashtirish vaqtincha cheklanadi.</p>	<p>Project Initiator shall be returned without execution.</p> <p>Furthermore, if goods (works, services) previously paid for from loan funds have not been delivered or the corresponding invoices have not been submitted, the disbursement of subsequent loan funds for those items shall be temporarily restricted.</p>
<p>2.15. Agar qurilish jarayonida kredit maqsadsiz ishlatilganligi aniqlansa, Bank ichki tartiblarga hamda Bosh kelishuv va mazkur shartnomaga asosan moliyalashtirishni to'xtatish, tekshiruv o'tkazish, maqsadsiz ishlatilgan mablag'larni qaytarilishini talab qilish/undirish va qarzdorlikni garov mulklariga/kafilliklarga qaratish huquqidan foydalanadi.</p>	<p>2.15. If during the construction process, misuse of the credit is identified, the Bank, in accordance with its internal procedures as well as the General Agreement and this agreement, shall have the right to suspend financing, conduct an investigation, demand/recover repayment of the misused funds, and enforce claims against collateral/guarantees.</p>
<p style="text-align: center;"><b>III. KREDITNI QAYTARISH, XARAJATLARNI QOPLASH TARTIBI VA BOSHQA TO'LOVLAR MIQDORI</b></p> <p>3.1. Qarz oluvchi ushbu shartnoma va u bilan bog'liq boshqa hujjatlarni tayyorlash, rasmiylashtirish, ro'yxatga olish bilan bog'liq barcha xarajatlarni Bankning birinchi talabiga ko'ra to'lab beradi.</p>	<p style="text-align: center;"><b>III. LOAN REPAYMENT, EXPENSE REIMBURSEMENT PROCEDURE, AND OTHER PAYMENTS</b></p> <p>3.1. The Borrower shall cover all expenses related to the preparation, execution, and registration of this Agreement and other related documents at the Bank's first request.</p>
<p>3.2. Qarz oluvchi ushbu shartnoma bo'yicha kreditni shartnomaning ajralmas qismi bo'lgan kredit to'lovlari jadvaliga (<i>__-ilova</i>) muvofiq bosqichma-bosqich o'z sanasi va summasi doirasida amalga oshirish yo'li bilan to'lab boradi. Kreditni to'lash usuli: _____.</p> <p>Uy-joylar qurilishi rejalashtirilgan muddatdan avval yakunlangan taqdirda, kreditni (asosiy qarz va foiz to'lovlarini) kredit to'lovlari jadvali bo'yicha to'lash majburiyati yuzaga kelmagan bo'lsa ham, Uy-joylardagi kvartiralar va noturar-joylar sotilishidan tushgan mablag'lar hisobidan birinchi navbatda ushbu shartnomaga muvofiq ajratilgan kredit muddatidan avval so'ndiriladi.</p>	<p>3.2. The Borrower shall repay the Duplicates provision below loan under this Agreement in stages in accordance with the Loan Repayment Schedule (Annex <i>__</i>), which forms an integral part of this Agreement, within the prescribed dates and amounts. Repayment method: _____.</p> <p>If the housing construction is completed ahead of the scheduled term, then even if no payment obligation has arisen under the repayment schedule, the loan (principal and interest) shall be repaid in advance from the proceeds of the sale of apartments and commercial spaces under this Agreement.</p>
<p>3.3. Ushbu shartnoma bo'yicha ajratilgan kredit mablag'lari so'ndirilgan qismi qayta o'zlashtirilmaydi.</p>	<p>3.3. The repaid portion of the loan under this Agreement is not subject to re-disbursement.</p>

<p>3.4. Ko'p kvartirali uy foydalanishga topshirilgandan so'ng, undagi kvartiralar/nojixoz binolarni sotishdan tushgan barcha mablag'lar akseptsiz tartibda memorial order orqali Kredit va boshqa to'lanishi lozim bo'lgan summalarni qoplashga yo'naltiriladi.</p> <p>Agar to'lov summasi Qarzdorning Kredit bo'yicha o'z majburiyatlarini to'liq bajarishi uchun yetarli bo'lmasa, Qarzdorning qarzi quyidagi ketma-ketlikda qoplanadi:</p> <ol style="list-style-type: none"> <li>1) muddati o'tgan asosiy qarz va muddati o'tgan foiz to'lovlari — mutanosib ravishda;</li> <li>2) joriy davr uchun hisoblangan foizlar va joriy davr uchun asosiy qarz;</li> <li>3) jarimalar (shtraflar, penya);</li> <li>4) Kreditorning qarzni undirish bilan bog'liq boshqa xarajatlari.</li> </ol> <p>Bank quyidagi hollarda loyiha tashabbuskorini xabardor qilmasdan yoki uning alohida roziligini olmasdan kredit va hisoblangan foizlarni muddatidan oldin undirish choralarini ko'rishi mumkin:</p> <ul style="list-style-type: none"> <li>• kvartiralar va noijara binolarni sotishdan tushgan mablag'lar boshqa maqsadlarga yo'naltirilsa;</li> <li>• kreditdan foydalanish davrida to'lov intizomi buzilsa;</li> <li>• kredit va hisoblangan foizlarni o'z vaqtida qaytarish imkoniyati mavjud emasligi xavfi yuzaga kelsa;</li> <li>• loyiha tashabbuskori Bank roziligisiz boshqa banklarda hisobvaraqlar ochsa va kvartira savdosidan tushgan mablag'larni ushbu hisobvaraqlarga yo'naltirsa.</li> </ul>	<p>3.4. After the commissioning of the multi-apartment building, all proceeds from the sale of apartments/non-residential premises therein shall be directed, without acceptance, by means of a memorial order, towards repayment of the loan and other amounts due.</p> <p>If the amount of payment made is insufficient for the Borrower to fully discharge its obligations under the loan, the Borrower's indebtedness shall be repaid in the following order of priority:</p> <ol style="list-style-type: none"> <li>1) overdue principal and overdue interest payments — proportionally;</li> <li>2) interest accrued for the current period and principal debt for the current period;</li> <li>3) penalties (fines, late payment charges);</li> <li>4) other expenses of the Loanor related to debt collection.</li> </ol> <p>The Bank may take measures to prematurely recover the loan and accrued interest without notifying or obtaining separate consent from the Project Initiator in the following cases:</p> <ul style="list-style-type: none"> <li>• Funds from the sale of apartments and non-residential premises are spent for other purposes;</li> <li>• Payment discipline is not observed during the loan utilization period;</li> <li>• There is a risk of inability to repay the loan and accrued interest on time;</li> <li>• The Project Initiator opens any accounts in other banks without the consent of Bank and deposits funds from apartment sales into those accounts.</li> </ul>
<p>3.5. Ushbu shartnoma bo'yicha kechiktirilgan barcha to'lovlar, Bankning birinchi talabiga binoan Qarz oluvchi tomonidan darhol to'lab berilishi lozim.</p>	<p>3.5. All overdue payments under this Agreement shall be immediately settled by the Borrower upon the Bank's first demand.</p>
<p>3.6. Agar Qarz oluvchi tomonidan amalga oshirilishi lozim bo'lgan to'lovlar O'zbekiston Respublikasida belgilangan ish kuniga to'g'ri kelmay qolsa, unda bunday</p>	<p>3.6. If any payment due from the Borrower falls on a non-business day in the Republic of Uzbekistan, such</p>

to'lovlar ish kuni bo'lmagan kundan oldingi kunida to'lanishi lozim.	payment must be made on the preceding business day.
3.7. Bank qo'shimcha xarajatlar talab qilinadigan Qarz oluvchining talablari yoki ushbu shartnoma shartlarini to ushbu xarajatlar Qarz oluvchi tomonidan to'liq qoplab berilmagunga qadar bajarmaslikka yoki ijro qilmaslikka haqli ekanligiga Qarz oluvchi o'z roziligini bildiradi.	3.7. The Borrower agrees that the Bank has the right to refuse to perform or fulfill any of the Borrower's requests or obligations under this Agreement until all additional expenses required are fully reimbursed by the Borrower.
<p>3.8. Qarz oluvchi tomonidan kreditni qaytarish bo'yicha barcha to'lovlar, ya'ni asosiy qarz, kreditga hisoblangan foizlar va boshqa to'lovlar kredit valyutasida amalga oshiriladi.</p> <p>Qarz oluvchining tanlovi bilan kredit xorijiy valyutada ajratilgan bo'lsa, xorijiy valyuta kursining o'zgarishi natijasida xorijiy valyutada olingan kredit bo'yicha milliy valyutadagi qarz yukining oshishi bilan bog'liq ravishda kelib chiqadigan oqibatlar Qarzdorning tavakkalchiligi hisoblanadi. Ushbu shartnoma Bank zimmasiga Qarz oluvchining hisobvaraqlaridagi milliy valyutadagi mablag'larni xorijiy valyutaga konvertatsiya qilish majburiyatini yuklamaydi.</p> <p>To'lovlar o'z vaqtida amalga oshirilishini, shuningdek kredit xorijiy valyuta ajratilganda konvertatsiya amaliyotlarini to'laqonli bajarilishini ta'minlash uchun, Qarz oluvchi to'lov sanasidan 10 kalendar kuni avval yetarli mablag'larni jamg'arib borishi tavsiya etiladi.</p>	<p>3.8. All payments for loan repayment, including principal, accrued interest, and other charges, shall be made in the currency of the loan.</p> <p>If the loan is disbursed in foreign currency at the Borrower's choice, any consequences arising from exchange rate fluctuations and the resulting increase in the Borrower's debt burden in national currency shall be borne by the Borrower. This Agreement does not obligate the Bank to convert the Borrower's national currency funds into foreign currency.</p> <p>To ensure timely payments and successful currency conversions, the Borrower is recommended to accumulate sufficient funds at least 10 calendar days before the payment due date.</p>
3.9. Bank Qarz oluvchi tomonidan kredit va boshqa to'lovlarni qoplash uchun kerakli mablag'larni ushbu shartnoma shartlariga muvofiq kredit valyutasida qabul qilib olgandan so'ng, Qarz oluvchi tomonidan to'lov majburiyatlari to'liq bajarilgan hisoblanadi.	3.9. The Borrower's payment obligations shall be deemed fully performed only after the Bank has received the necessary funds in the loan currency for the repayment of the loan and other payments.
3.10. Ushbu shartnomaga asosan moliyalashtirish boshlangandan so'ng Qarz oluvchi o'z zimmasiga olgan majburiyatlarni bajarmasligi yoki lozim darajada bajarmasligi natijasida Bank zarar ko'rgan taqdirda, Bank ko'rgan har qanday zararlar Qarz oluvchi tomonidan Bankka to'liq qoplab beriladi.	3.10. If the Borrower fails to properly fulfill any obligations under this Agreement after the commencement of financing, and the Bank incurs losses as a result, the Borrower shall fully compensate the Bank for any such losses.

<p>3.11. Bank Qarz oluvchining to'lov majburiyatlarini qoplash maqsadida uning boshqa tijorat banklarida ochilgan barcha hisobvaraqlariga akseptsiz to'lov talabnomalari qo'yish hamda kerakli summani undirib oladi.</p> <p>Qarz oluvchi ushbu holatga so'zsiz amal qiladi va bu bilan barcha to'lov talabnomalarini akseptlagan deb hisoblanadi.</p>	<p>3.11. The Bank is entitled to place direct debit orders on all accounts held by the Borrower in other commercial banks to collect the required amounts for loan and other payments. The Borrower unconditionally accepts this and is considered to have pre-approved all such payment orders.</p>
<p>3.12. Mazkur loyihaviy moliyalashtirish shartnomasi tuzilganidan so'ng kredit bo'yicha moliyalashtirishni boshlash muddatlari o'zgarsa, kredit shartnomasining shartlari tomonlar o'rtasida qayta ko'rib chiqilsa (shu jumladan, kreditning restrukturizatsiya qilinsa), ushbu shartnomaga qo'shimcha kelishuv rasmiylashtirish yo'li bilan, kreditni qaytarish jadvaliga o'zgartirish kiritiladi.</p>	<p>3.12. If the start dates for financing change after the signing of this project financing agreement or if the loan agreement terms are revised (including loan restructuring), an additional agreement shall be executed, and the repayment schedule shall be amended accordingly.</p>
<p>3.13. Qarz oluvchi tomonidan kredit qisman muddatidan oldin so'ndirilishi munosabati bilan kredit bo'yicha to'lovlarni amalga oshirish sanalari va muddatlari yoki kreditning oraliq asosiy qarzi to'lovlarining miqdorlari o'zgarmaydi. Foiz to'lovlari asosiy qarzning qoldig'iga nisbatan ushbu shartnoma qoidalariga muvofiq hisoblanadi.</p>	<p>3.13. In the event of partial early repayment by the Borrower, the payment dates, periods, and amounts of principal interim payments shall not change. Interest payments shall be calculated on the outstanding principal balance in accordance with this Agreement.</p>
<p>3.14. Eskrou hisobvarag'idagi mablag'lardan so'ndirish manbasining uzluksizligini ta'minlash maqsadida, loyiha tashabbuskorining moliyalashtirish (kredit) bo'yicha majburiyatlarini bajarish uchun quyidagi tartibda foydalaniladi:</p> <p>chiqim: eskrou hisobvarag'i,      kirim: moliyalashtirish/kredit bilan bog'liq majburiyatlar.</p>	<p>3.14. In order to ensure the continuity of the repayment source, the funds from the escrow account shall be used to fulfill the project initiator's financing (loan) obligations in the following manner:</p> <p>outflow: escrow account,      inflow: financing/credit-related obligations.</p>
<p>3.15. Kreditning asosiy qarzini qaytarishga nisbatan imtiyozli davr qo'llanilganda, undiruv amalga oshiriladigan davrda (oylarda) kredit miqdori teng ulushlarda qaytariladi.</p> <p>Kredit va undan foydalanganlik uchun foiz to'lovlariga nisbatan ko'p kvartirali uy foydalanishga topshirilishi ko'zda tutilgan muddatga qadar imtiyozli davr</p>	<p>3.15. When a grace period is applied for repayment of the principal loan amount, the loan shall be repaid in equal installments during the recovery period (in months).</p> <p>If a grace period is applied for interest payments on the loan and usage fees until the multi-apartment building is commissioned, the initially accrued interest shall be fully collected.</p>

<p>qo'llanilganda, dastlab hisoblangan foizlar to'liq undiriladi.</p> <p>Agarda loyiha tashabbuskorining boshqa mablag'lari hisobidan to'lovlar muddatidan avval amalga oshirilsa, qarzdorning murojaatiga asosan avval asosiy qarz miqdori so'ndirilishi mumkin.</p> <p>Qurilishi moliyalashtirilgan uy-joydagi kvartiralar va noturar binolar sotuvidan tushgan tushumlar birinchi navbatda kredit va u bilan bog'liq majburiyatlarni (to'lov muddati kelmagan bo'lsa ham) so'ndirishga yo'naltiriladi.</p> <p>Kreditini muddatidan oldin so'ndirish uchun qo'shimcha to'lovlar olinmaydi.</p>	<p>If payments are made earlier from other funds of the project initiator, upon the borrower's request, the principal amount may be repaid first.</p> <p>Revenues from the sale of apartments and non-residential premises in the financed construction shall primarily be directed towards repayment of the loan and related obligations (even if the payment due date has not yet arrived).</p> <p>No additional fees shall be charged for early repayment of the loan.</p>
<p>3.16. Uy-joy qurilishi rejalashtirilgan muddatdan avval yakunlansa, kredit to'lov jadvali (grafik) bo'yicha so'ndirish majburiyati yuzaga kelmaganligidan qat'iy nazar, uy-joydagi kvartiralar va noturar-joylar sotilishidan tushgan barcha tushum birinchi navbatda ajratilgan bank kreditlari bo'yicha majburiyatlarni qoplashga yo'naltiriladi.</p>	<p>3.16. If the construction is completed ahead of the planned schedule, regardless of whether the repayment obligations according to the credit payment schedule have arisen, all proceeds from the sale of apartments and non-residential premises shall first be directed to cover the obligations on the allocated bank credits.</p>
<p>3.17. 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 kvartiralarni / noturar-joylarni sotishdan tushgan mablag'lar 23230-sonli hisobvaraqqa (aktivlarni qoplash bo'yicha kelib tushgan mablag'lar) kirim qilinadi.</p> <p>Loyihaviy moliyalashtirish olgan Loyiha tashabbuskori bankka qurilayotgan ko'p kvartirali uydagi kvartiralarni sotishdan tushgan mablag'larni jamlash maqsadida alohida 23230-sonli hisobvaraq ochish uchun ariza taqdim etadi.</p> <p>Bank mazkur ariza asosida Loyiha tashabbuskoriga belgilangan tartibda 23230-sonli «Aktivlarni qoplash bo'yicha kelib tushgan mablag'lar» hisobvaraqni ochadi.</p> <p>Ushbu hisobvaraqqa faqat bank tomonidan loyihaviy moliyalashtirish doirasida ajratilgan mablag'lar hisobidan qurilayotgan</p>	<p>3.17. 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.</p> <p>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.</p>

<p>ko'p kvartirali uydagi kvartiralarini sotishdan tushgan pul mablag'larini kirim qilishga ruxsat etiladi.</p> <p>Eskrou hisobvarag'i joriy etilgan taqdirda, bank va Loyiha tashabbuskori o'rtasida tuziladigan qo'shimcha kelishuv asosida qayta ko'rib chiqiladi.</p>	<p>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 of project financing shall be credited to this account.</p> <p>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 style="text-align: center;"><b>IV. KREDIT BO'YICHA FOIZLAR</b></p> <p>4.1. Qarz oluvchiga ajratilgan loyihaviy moliyalashtirish bo'yicha kreditning yillik foiz stavkasi _____ (so'z bilan) foizni tashkil qiladi. Kreditdan foydalanganlik uchun foiz stavkasi turi: o'zgarmas.</p>	<p style="text-align: center;"><b>IV. INTEREST</b></p> <p>4.1. The annual interest rate on the project financing loan allocated to the Borrower shall be _____ (_____ in words) percent. The type of interest rate for the use of the loan is fixed.</p>
<p>4.2. Kredit bo'yicha foizlar kalendar yili davomida 365 kunlik muddat asosida, kreditning kunlik qoldig'idan kredit to'liq qaytarilgan kunga qadar hisoblab boriladi hamda kredit to'lovlari jadvaliga muvofiq kreditni to'lash sanasida to'lab boriladi.</p>	<p>4.2. Interest on the loan shall be calculated on the daily outstanding balance based on a 365-day calendar year, until the full repayment of the loan, and shall be paid on the repayment dates in accordance with the loan repayment schedule.</p>
<p>4.3. Bank tomonidan quyidagi holatlarda Yuqori foiz stavkasi qo'llaniladi:</p> <p>a) Qarz oluvchi pul aylanmasini boshqa banklarda amalga oshirgan taqdirda, kreditning qoldig'iga ushbu shartnomaning 4.1-bandida ko'rsatilgan foiz stavkasining 1,2 barobari miqdorida yuqori foiz hisoblanadi. Ushbu holat qayta takrorlangan taqdirda, Bank tomonidan moliyalashtirish uchun ajratilgan mablag' ta'minot hisobidan muddatidan oldin so'ndiriladi.</p> <p>Ushbu bandga muvofiq Yuqori foiz stavkasi Qarz oluvchi pul aylanmasini boshqa banklarda amalga oshirgan butun davr uchun hisoblanadi.</p> <p>b) Qarz oluvchi asosiy qarzni qaytarish muddati kechiktirilganda, asosiy qarzni muddati o'tgan qismiga, butun kechiktirilgan davr uchun, ushbu shartnomaning 4.1-bandida ko'rsatilgan foiz stavkasining 1,2 baravari miqdorida yuqori foiz hisoblanadi.</p>	<p>4.3. The Bank shall apply a higher interest rate in the following cases:</p> <p>a) If the Borrower conducts cash turnover through other banks, a higher interest rate equal to 1.2 times the interest rate specified in clause 4.1 of this Agreement shall be applied to the outstanding balance of the loan. In the event of a repeated violation, the Bank shall have the right to demand early repayment of the financed amount from the collateral.</p> <p>The Higher Interest Rate shall be applied for the entire period during which the Borrower carries out cash turnover through other banks.</p> <p>b) If the Borrower delays repayment of the principal, a higher interest rate equal to 1.2 times the interest rate specified in clause 4.1 of this Agreement shall be applied to the overdue principal for the entire overdue period.</p>

## V. QARZ OLUVCHINING KAFOLATLARI VA BAYONOTLARI

5.1. Qarz oluvchi ushbu Bobda ko'rsatilgan bayonot va kafolatlarni imzolash sanasida Bankka beradi hamda Bank ushbu bitimga kirishda ushbu bayonot va kafolatlarga tayanayotganligini tan oladi.

### 5.1.1. Huquqiy maqom

5.1.1.1. Qarz oluvchi O'zbekiston Respublikasining amaldagi qonunlariga muvofiq tarzda tashkil etilgan va ro'yxatdan o'tgan yuridik shaxsdir.

5.1.1.2. Qarz oluvchi o'z aktivlariga egalik qilish va o'z faoliyatini hozirgi holatda yuritish uchun zarur korporativ huquqlarga ega.

### 5.1.2. Vakolat va ruxsatnomalar

5.1.2.1. Qarz oluvchi ushbu Bitimga kirish va uni bajarish uchun to'liq vakolat hamda barcha zarur korporativ va tartibga soluvchi ruxsatlarga ega.

5.1.2.2. Qarz oluvchining faoliyati va ushbu Bitim bo'yicha o'z majburiyatlarini bajarishi uchun zarur bo'lgan barcha korporativ, kreditorlar, aksiyadorlar, davlat va ma'muriy organlarning ruxsatnomalari qonuniy ravishda olingan va amalda.

5.1.2.3. Ushbu Bitimni imzolovchi shaxs Qarz oluvchining ustav hujjatlari va ichki qarorlariga muvofiq ravishda vakolatli hisoblanadi.

5.1.2.4. Qarz oluvchining vakolatli organi tomonidan ushbu Bitimni tuzish va bajarishni tasdiqlovchi qaror qabul qilingan.

### 5.1.3. Qonun va boshqa majburiyatlar bilan zidlik yo'qligi

Qarz oluvchi tomonidan ushbu Bitimning tuzilishi va bajarilishi quyidagilarga zid emas:

(a) Qarz oluvchiga nisbatan qo'llaniladigan biron qonun, nizom yoki ma'muriy/yuridik qarorga;

(b) uning ustav hujjatlariga; yoki

(c) unga majburiy bo'lgan biron-bir bitim, kelishuv yoki hujjatga.

### 5.1.4. Sud yoki bankrotlik jarayonlarining yo'qligi

5.1.4.1. Qarz oluvchiga nisbatan Bankning fikricha, jiddiy salbiy ta'sir (Material Adverse

## V. BORROWER'S GUARANTEES AND REPRESENTATIONS

5.1 The Borrower makes the representations and warranties set out in this Section 3 to the Bank as of the Signing Date and acknowledges that the Bank has relied upon them in entering into this Agreement.

### 5.1.1 Legal Status

5.1.1.1 The Borrower is a legal entity duly established and registered under the laws of the Republic of Uzbekistan.

5.1.1.2 The Borrower has the corporate power to own its assets and to carry on its business as presently conducted.

### 5.1.2 Power and Authority; Authorisations

5.1.2.1 The Borrower has full power and all necessary corporate and regulatory approvals to enter into and perform this Agreement.

5.1.2.2 All corporate, creditors', shareholders', governmental and administrative authorisations required for the Borrower's activities and for the performance of its obligations under this Agreement have been duly obtained and remain valid.

5.1.2.3 The signatory to this Agreement is duly authorised in accordance with the Borrower's constitutional documents and internal resolutions.

5.1.2.4 A resolution of the Borrower's authorised body has been adopted approving the execution and performance of this Agreement.

### 5.1.3 Non-Conflict with Law and Other Obligations

The execution and performance of this Agreement by the Borrower do not conflict with:

(a) any law, regulation or administrative/judicial decision applicable to the Borrower;

(b) its constitutional documents; or

(c) any agreement, undertaking or document binding upon it.

### 5.1.4 No Legal or Bankruptcy Proceedings

<p>Effect) keltirib chiqarishi mumkin bo'lgan hech qanday sud, arbitraj, ma'muriy yoki boshqa nizo boshlanmagan va tahdid qilinmagan, bundan Bankka yozma ravishda ma'lum qilingan hollardan tashqari.</p> <p>5.1.4.2. Qarz oluvchini tugatish, to'lovga qodir emasligini e'lon qilish, likvidator yoki boshqaruvchi tayinlash yoki shunga o'xshash jarayonlarni boshlash bo'yicha hech qanday korporativ qaror yoki yuridik chora ko'rilmagan; hamda boshqa davlatlarda shunga o'xshash jarayonlar boshlanmagan.</p> <p>5.1.5. To'lovga qobiliyat</p> <p>Ushbu sana holatiga ko'ra va ushbu Bitim kuchga kirganidan so'ng:</p> <p>(a) Qarz oluvchi o'z to'lov majburiyatlarini odatiy xo'jalik faoliyatida o'z vaqtida bajarish imkoniyatiga ega;</p> <p>(b) uning aktivlari qiymati majburiyatlaridan (jumladan, shartli majburiyatlardan) ortiqdir; va</p> <p>(c) Qarz oluvchi kreditorlarni aldatish yoki ularning manfaatlariga zarar yetkazish yoki o'z majburiyatlarini bajarmaslik maqsadida hech qanday harakat qilmagan va qilmoqchi emas.</p> <p>5.1.6. Noto'g'ri yoki chalg'ituvchi ma'lumot yo'qligi</p> <p>5.1.6.1. Moliyalashtirishni olish va rasmiylashtirish uchun Bankka taqdim etilgan barcha hujjatlar va ma'lumotlar asl nusxada, haqiqiy, ishonchli, ushbu Bitimga mos, vijdonan tayyorlangan va Qarz oluvchining o'sha sana holatidagi kutgan natijalarini to'liq aks ettiradi.</p> <p>5.1.6.2. Bankka taqdim etilgan moliyaviy prognozlar va loyiha byudjetlari eng so'nggi tarixiy ma'lumotlar hamda asosli taxminlarga asoslangan.</p> <p>5.1.6.3. Bankka taqdim etilgan biron ma'lumotni yolg'on yoki chalg'ituvchi holga keltiruvchi tarzda hech qanday ma'lumot yashirilmagan yoki noto'g'ri ko'rsatilmagan.</p> <p>5.1.6.4. Qarz oluvchi Bankka yozma ravishda oshkor etilmagan, lekin moliyalashtirish to'g'risidagi Bank qaroriga salbiy ta'sir ko'rsatishi mumkin bo'lgan muhim holatlar yoki faktlardan xabardor emas.</p> <p>5.1.6.5. Qarz oluvchi o'z krediti to'g'risidagi</p>	<p>5.1.4.1 No litigation, arbitration, administrative proceeding or non-litigious dispute has been initiated or threatened against the Borrower which may, in the Bank's opinion, have a Material Adverse Effect, other than those disclosed to the Bank in writing.</p> <p>5.1.4.2 No corporate action has been taken and no legal steps commenced for the Borrower's liquidation, insolvency, or the appointment of a liquidator, administrator or similar officer; nor has any analogous process been instituted in any jurisdiction.</p> <p>5.1.5 Solvency</p> <p>As of the date hereof and after giving effect to this Agreement:</p> <p>(a) the Borrower is able to meet its payment obligations as they fall due in the ordinary course of business;</p> <p>(b) the value of its assets exceeds its liabilities (including contingent liabilities); and</p> <p>(c) the Borrower has not taken, and does not intend to take, any action to deceive or disadvantage its creditors or to avoid performance of its obligations.</p> <p>5.1.6 No Misleading Information</p> <p>5.1.6.1 All documents and information submitted to the Bank for obtaining and formalising the financing are original, valid, true and accurate in all material respects, consistent with this Agreement, prepared in good faith and fairly represent the Borrower's expectations as of their date.</p> <p>5.1.6.2 Financial forecasts and project budgets provided to the Bank are based on the latest historical data and reasonable assumptions.</p> <p>5.1.6.3 No information has been withheld or misstated so as to render any submission to the Bank untrue or misleading in any respect.</p> <p>5.1.6.4 The Borrower is not aware of any material fact or circumstance not disclosed in writing to the Bank which might adversely affect the Bank's decision to provide financing.</p> <p>5.1.6.5 The Borrower consents to the submission of information about its loan to the State Register of Credit Information</p>
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<p>ma'lumotlarni O'zbekiston qonunchiligiga muvofiq Kredit ma'lumotlari davlat reestriga va kredit byurolariga taqdim etilishiga rozilik beradi.</p> <p>5.1.7. Moliyaviy hisobotlar</p> <p>5.1.7.1. Bankka taqdim etilgan moliyaviy hisobotlar ishonchli, to'liq va Qarz oluvchining moliyaviy ahvolini to'liq aks ettiradi; Qarz oluvchining ular ichida ko'rsatilmagan majburiyatlari yoki kafolatlari mavjud emas.</p> <p>5.1.7.2. Asosiy va oraliq moliyaviy hisobotlar Xalqaro moliyaviy hisobot standartlari (IFRS) yoki ruxsat etilgan hollarda, mahalliy buxgalteriya standartlariga muvofiq holda tayyorlangan bo'ladi.</p> <p>5.1.7.3. Ushbu hisobotlar tegishli davr uchun Qarz oluvchining moliyaviy holati va faoliyatini to'g'ri aks ettiradi hamda Bankka taqdim etilgan eng so'nggi hisobotlardan so'ng hech qanday jiddiy salbiy o'zgarish (Material Adverse Change) sodir bo'lmagan.</p> <p>5.1.8. Mulkiy barqarorlik</p> <p>Qarz oluvchi o'z aksiyadorlaridan ushbu Bitim amal qilgan davr mobaynida va qarz to'liq so'ndirilmaguncha Bankning yozma roziligisiz mulkchilik tuzilmasiga o'zgartirish kiritmaslik to'g'risida tasdiq olgan.</p> <p>5.1.9. Boshqa bayonotlar va kafolatlar</p> <p>5.1.9.1. Qarz oluvchiga nisbatan vakolatli organlar yoki sudlar tomonidan uning majburiyatlarini bajarish qobiliyatiga jiddiy ta'sir ko'rsatuvchi iqtisodiy sanksiyalar yoki jazolar qo'llanilmagan. Uning mol-mulkleri va aktivlari uchinchi shaxslar foydasiga garovga qo'yilmagan (Bankka yozma ravishda ma'lum qilingan hollardan tashqari), va yashirilgan kreditorlik qarzlari mavjud emas.</p> <p>5.1.9.2. Qarz oluvchining ushbu Bitim bo'yicha to'lov majburiyatlari, qonun tomonidan ustuvor deb e'tirof etilgan majburiyatlardan tashqari, boshqa ta'minlanmagan va past darajadagi majburiyatlar bilan bir xil darajada (pari passu) turadi.</p> <p>5.1.9.3. Qarz oluvchida jiddiy salbiy ta'sir (Material Adverse Effect) keltirib chiqargan yoki keltirib chiqarishi ehtimoli bo'lgan hech</p>	<p>and credit bureaus in accordance with Uzbek law.</p> <p>5.1.7 Financial Statements</p> <p>5.1.7.1 Financial statements submitted to the Bank are true, complete, and fairly reflect the Borrower's financial position; the Borrower has no obligations or guarantees other than those disclosed therein.</p> <p>5.1.7.2 Original and interim financial statements are and will be prepared in accordance with International Financial Reporting Standards (IFRS) or, where permitted, local GAAP, consistently applied.</p> <p>5.1.7.3 Such statements fairly reflect the Borrower's financial condition and operations for the relevant period, and no Material Adverse Change has occurred since the most recent statements submitted to the Bank.</p> <p>5.1.8 Stability of Ownership</p> <p>The Borrower has obtained confirmation from its shareholders that, during the term of this Agreement and until full repayment of the debt, no changes will be made to its ownership structure without the Bank's prior written consent.</p> <p>5.1.9 Other Representations and Guarantees</p> <p>5.1.9.1 No economic penalties or sanctions are applied to the Borrower by competent authorities or courts that would materially affect its ability to perform its obligations. Its properties and assets are not encumbered for third-party benefit except as disclosed to the Bank, and no undisclosed creditor debts exist.</p> <p>5.1.9.2 The Borrower's payment obligations under this Agreement rank at least pari passu with all other unsecured and unsubordinated obligations, except for those mandatorily preferred by law.</p> <p>5.1.9.3 No event or circumstance has occurred that has or is reasonably likely to have a Material Adverse Effect.</p> <p>5.1.9.4 No event or circumstance exists which constitutes (or would with notice or passage of time constitute) an Event of Default under this Agreement.</p> <p>5.1.9.5 All obligations undertaken by the</p>
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<p>qanday holat yoki voqea sodir bo'lmagan.</p> <p>5.1.9.4. Ushbu Bitimga muvofiq defolt hodisasi (Event of Default) hisoblanadigan (yoki bildirishnoma berilgandan so'ng shunday hisoblanishi mumkin bo'lgan) hech qanday holat mavjud emas.</p> <p>5.1.9.5. Qarz oluvchi ushbu Bitimga muvofiq olgan barcha majburiyatlari qonuniy, majburiy kuchga ega, haqiqiy va o'z shartlariga muvofiq amalga oshirilishi mumkin.</p>	<p>Borrower in this Agreement are lawful, binding, valid and enforceable in accordance with their terms.</p>
<p style="text-align: center;"><b>VI. TOMONLARNING HUQUQ VA MAJBURIYATLARI</b></p> <p><b>6.1. Bankning huquqlari:</b></p> <p>6.1.1. Kreditlash jarayonida ajratilgan kreditga tegishli bo'lgan buxgalteriya, statistik hisobotlarni (korxonaning moliyaviy-xo'jalik ahvoli, kreditdan maqsadli foydalanishi, bajarilgan qurilish-montaj ishlari hajmi, kreditning ta'minlanganligi, kreditga layoqatliligi va boshqalar) hamda qurilish ishlariga oid hujjatlar to'plamini olish va ishonchliligini tahlil qilish.</p>	<p style="text-align: center;"><b>VI. RIGHTS AND OBLIGATIONS OF THE PARTIES</b></p> <p><b>6.1. Rights of the Bank:</b></p> <p>6.1.1. To request and analyze accounting and statistical reports related to the allocated loan (including the financial and operational condition of the enterprise, the targeted use of the loan, the volume of completed construction and installation works, the collateral adequacy, creditworthiness, etc.), as well as documentation related to construction works.</p>
<p>6.1.2. Qarz oluvchidan loyihaviy moliyalashtirish bo'yicha kreditdan maqsadli foydalanayotganligini tasdiqlovchi hujjatlarni talab qilib olish.</p>	<p>6.1.2. To demand from the Borrower documents confirming the targeted use of the project financing loan.</p>
<p>6.1.3. Monitoring jarayonida kredit ta'minotining yetariligi, butligi, likvidligi ta'minlanmagan, qiymati pasaygan yoki kafilning to'lov layoqati yomonlashgan bo'lsa, Qarz oluvchidan qo'shimcha ta'minot taqdim etishni yoki berilgan ta'minotni almashtirishni talab qilish.</p>	<p>6.1.3. During monitoring, if the collateral is insufficient, incomplete, illiquid, devalued, or if the guarantor's payment capacity deteriorates, to require the Borrower to provide additional collateral or replace existing collateral.</p>
<p>6.1.4. Ushbu Shartnoma bo'yicha kechiktirilgan qarzdorlik va boshqa to'lovlar yuzaga kelgan hollarda Qarz oluvchining har qanday banklarda ochilgan barcha so'm va chet el valyutasida ochilgan birlamchi va ikkilamchi hisobvaraqlaridan mablag'larni qarzdorlik doirasida akseptsiz tartibda inkasso topshiriqnomasi yoki to'lov talabnomasi orqali undirib olish.</p>	<p>6.1.4. In the event of overdue debt and other payments arising under this Agreement, to collect funds within the scope of the debt from all primary and secondary accounts of the Borrower, opened in both national and foreign currency at any banks, without acceptance, by means of a collection order or a payment demand.</p>
<p>6.1.5. Qarz oluvchi to'lovga layoqatsiz (bankrot) deb topilganda, o'z faoliyatini to'xtatganida yoki tugatish jarayonini boshlaganida, kreditni ta'minlash bo'yicha</p>	<p>6.1.5. In the event that the Borrower is declared insolvent (bankrupt), ceases its activities, or initiates liquidation proceedings; fails to fulfill its obligations</p>

<p>o'z majburiyatlarini bajarmaganda, kreditdan maqsadsiz foydalanganda, ushbu shartnoma imzolanganidan keyin ajratilgan kreditni qaytarilishiga ta'sir ko'rsatuvchi ma'lumot va hisobotlarning haqqoniy emasligi aniqlanganda hamda Qarz oluvchi tomonidan Bankning ushbu shartnoma bo'yicha majburiyatlari kuchga kirgan vaqtdan boshlab, mazkur shartnomada ko'rsatilgan muddatlar davomida kreditdan foydalanilmaganda (to'lov hujjatlarini taqdim etmaslik) ushbu shartnomada nazarda tutilgan kreditni berishdan butunlay yoki qisman bosh tortish.</p>	<p>regarding the collateral for the loan; uses the loan for purposes other than those intended; it is established that the information and reports affecting the repayment of the loan disbursed after the signing of this Agreement are inaccurate; and/or if, from the moment the Bank's obligations under this Agreement come into effect, the Borrower fails to use the loan within the periods specified herein (failure to submit payment documents), the Bank shall have the right to fully or partially refuse to provide the loan stipulated in this Agreement.</p>
<p>6.1.6. Ushbu shartnomaning 9-bo'limida ko'rsatib o'tilgan majburiyatlarni bajarmaslik holatlari vujudga kelganida, kreditlashni to'xtatish, asosiy qarzi va foizlarni muddatidan oldin, undiruvni kredit ta'minotiga qaratish orqali undirib olish.</p>	<p>6.1.6. To suspend lending, demand early repayment of principal and interest, and foreclose on the collateral in case of non-fulfillment of obligations outlined in Section 9 of this Agreement.</p>
<p>6.1.7. Bevosita Qarz oluvchi yoki texnik buyurtmachi ishtirokida maqsadli tekshirishlar(monitring)ni amalga oshirish.</p> <p>Shuningdek, Bankning uy-joy qurilishi va Qarz oluvchining moliyaviy operatsiyalarini tekshirish (jumladan, rejasiz tekshiruvlar) hamda audit o'tkazish, Qarz oluvchi hisobvaraqlarini tahlil qilish huquqiga ega.</p>	<p>6.1.7. To carry out targeted inspections (monitoring) directly with the participation of the Borrower or the technical customer.</p> <p>The Bank shall also have the right to inspect housing construction and the Borrower's financial operations (including unscheduled inspections), conduct audits, and analyze the Borrower's accounts.</p>
<p>6.1.8. Qarz oluvchining kredit tarixini shakllantirish uchun zarur bo'lgan ma'lumotlarni "O'zbekiston Respublikasi Markaziy bankining Kredit axborotining davlat reyestrini yuritish departamentiga" (KADR) va "Kredit axborotlari taxlil markazi" Kredit byurosi MCHJga (KATM)ga taqdim etish, shuningdek, garov, uning holati to'g'risidagi ma'lumotlarni Garov reyestri DUKga taqdim etish.</p>	<p>6.1.8. To provide the data necessary for forming the Borrower's credit repayment history to the Department for Maintaining the State Register of Credit Information of the Central Bank of the Republic of Uzbekistan and the Credit Information Analysis Center LLC, as well as to submit information on the collateral and its condition to the State Collateral Register Enterprise.</p>
<p>6.1.9. Ekologik va ijtimoiy masalalarda yuqori risk toifaga mansub loyihalar bo'yicha Qarz oluvchidan olingan loyihaga aloqador ma'lumotlarni o'rnatilgan tartibda o'zining va xorijiy hamkorlari/ta'asischilari rasmiy veb saytida joylashtirish.</p>	<p>6.1.9. To publish project-related information obtained from the Borrower for high-risk ecological and social projects on the Bank's or its foreign partners' official websites.</p>
<p>6.1.10. Bank va Qarz oluvchi korxonalar bilan Bosh kelishuv va loyihaviy moliyalashtirish</p>	<p>6.1.10. To ensure that information regarding the targeted funds allocated</p>

<p>shartnomalariga asosan ajratilgan maqsadli mablag`lar va xaridorga tegishli eskrou hisobvarag`idagi mablag`lar va ularga ajratilgan ipoteka kreditlari to`g`risidagi ma`lumotlarni Qurilish va uy-joy kommunal xo`jaligi vazirligi tomonidan yuritiladigan "Shaffof qurilish" milliy axborot bazasi negizida joriy etilgan elektron platformada aks ettirish.</p>	<p>under the Master Agreement and the Project Financing Agreement, as well as information on the funds held in the buyer's escrow account and the mortgage loans granted thereon, is reflected on the electronic platform established on the basis of the national information system "Transparent Construction" maintained by the Ministry of Construction and Housing and Communal Services.</p>
<p>6.1.11. Bank qurilish davrida Qarz oluvchi bilan moliyalashtirilgan mablag`larining maqsadsiz ishlatilishi sababli ziddiyatli holat yuzaga kelganda hamda qurilish obyektini boshqa Qarz oluvchi korxonaga o`tkazish rejalashtirilganda nazorat-o`lchov ishlari amalga oshirilishini talab qilish huquqidan foydalanadi.</p>	<p>6.1.11. The Bank shall have the right to demand the conduct of control and measurement works in the event of conflicts arising from the misuse of financed funds by the Borrower during the construction period, as well as when the transfer of the construction project to another Borrower enterprise is planned.</p>
<p>6.1.12. Bank tomonidan quyidagi hollarda Qarz oluvchini ogohlantirmasdan, alohida roziligini olmasdan moliyalashtirish uchun ajratilgan mablag`larni muddatidan oldin undurish choralari ko`riladi:</p> <ul style="list-style-type: none"> <li>• kvartiralar, shuningdek noturar joy majmualar sotilishidan tushgan mablag`lar boshqa maqsadlar uchun sarflansa;</li> <li>• moliyalashtirish davrida to`lov intizomiga rioya qilinmasa;</li> <li>• moliyalashtirish uchun ajratilgan mablag`larni va foiz to`lovlarini o`z muddatida to`lay olmaslik xavfi yuzaga kelganda;</li> <li>• Bankning roziligisiz boshqa banklarda har qanday hisobvaraqlarni ochsa, va ushbu hisobvaraqlarga kvartiralarni sotishdan tushgan mablag`larni kirim qilsa.</li> </ul>	<p>6.1.12. The Bank shall have the right to take measures for early recovery of the funds allocated for financing without notifying the Borrower or obtaining its separate consent in the following cases:</p> <ul style="list-style-type: none"> <li>• if the funds received from the sale of apartments and non-residential premises are used for other purposes;</li> <li>• if payment discipline is not observed during the financing period;</li> <li>• in the event of a risk of the Borrower's inability to make timely payments of the funds allocated for financing and the interests;</li> <li>• if the Borrower opens any accounts in other banks without the Bank's consent and deposits funds received from the sale of apartments into such accounts.</li> </ul>
<p>6.1.13. Agar qurilish davrida Qarz oluvchi loyihaviy moliyalashtirish shartnoma shartlarini bajarmasa va kredit to`lovlarini o`z muddatida to`lamasa, yoki o`z majburiyatlarini bajarishdan bosh tortgan holatlarda bank yangi qurilish tashkilotini topishni ko`rib chiqishi mumkin.</p>	<p>6.1.13. If, during the construction period, the Borrower fails to comply with the terms of the project financing agreement and does not make loan repayments on time, or refuses to fulfill its obligations, the Bank may consider finding a new construction company.</p>
<p>6.1.14. Bank amaldagi qonun hujjatlarida va ushbu shartnomada nazarda tutilgan boshqa huquqlarga ham ega bo`lishi mumkin.</p>	<p>6.1.14. The Bank may also have other rights provided for by the applicable laws and this Agreement.</p>

<p><b>6.2. Bankning majburiyatlari:</b></p> <p>6.2.1. Qarz oluvchi ushbu loyihaviy moliyalashtirish shartnomasida nazarda tutilgan lozim darajada rasmiylashtirilgan kredit ta'minotini Bankka taqdim qilganidan hamda ushbu shartnomada nazarda tutilgan kredit ajratilguniga qadar bajarilishini o'z zimmasiga olgan boshqa majburiyatlarini bajarganidan so'ng, ushbu shartnomaning 2.3 va 3.2-bandlarida ko'rsatilgan muddat va tartibda kredit mablag'larini qaytarish sharti bilan Qarz oluvchining yozma topshirig'iga asosan tegishli hisobvarag'ga o'tkazib berish.</p>	<p><b>6.2. Bank's Obligations:</b></p> <p>6.2.1. Upon the Borrower providing the Bank with duly executed loan collateral as stipulated in this project financing agreement, and after fulfilling other obligations undertaken by the Borrower prior to the disbursement of the loan as provided herein, the Bank shall, based on the Borrower's written instruction, transfer the loan funds to the relevant account within the timeframes and in the manner specified in Clauses 2.3 and 3.2 of this Agreement, subject to repayment of the loan.</p>
<p>6.2.2. Kreditdan foydalanish hisobini yuritish, kredit bo'yicha qarzni qaytarish va foizlarni hisoblash maqsadida ssuda hisobvarag'ini ochish.</p>	<p>6.2.2. To open a loan account for recording loan utilization, repayments, and interest calculations.</p>
<p>6.2.3. Kreditlashni Bankning vakillik hisobvarag'iga jalb etilgan kredit mablag'lari kelib tushishiga qarab amalga oshirish (jalb etilgan resurslar hisobidan kreditlangan hollarda).</p>	<p>6.2.3. To disburse the loan based on the availability of attracted resources in the Bank's correspondent accounts (for loans funded through attracted resources).</p>
<p>6.2.4. Qarz oluvchining arizasi asosida, belgilangan tartibda depozit hisobvarag'ini ochish.</p>	<p>6.2.4. To open a deposit account upon the Borrower's application in accordance with the established procedure.</p>
<p>6.2.5. Bankka amaldagi qonun hujjatlariga muvofiq boshqa majburiyatlar ham yuklatilishi mumkin.</p>	<p>6.2.5. To fulfill other obligations imposed by applicable legislation.</p>
<p><b>6.3. Qarz oluvchining huquqlari:</b></p> <p>6.3.1. Moliyalashtirish summasi ajratilishidan oldin istalgan vaqtda Bankka yozma bildirishnoma taqdim etish orqali moliyalashtirishni olish huquqidan to'liq yoki qisman voz kechish mumkin, bunda hech qanday to'lov yoki jarima undirilmaydi.</p>	<p><b>6.3. Rights of the Borrower:</b></p> <p>6.3.1. To fully or partially waive the right to receive financing without any fee or penalty, at any time prior to the disbursement of the financing amount, by submitting a written notice to the Bank.</p>
<p>6.3.2. Kredit bo'yicha qarzni muddatidan oldin kredit valyutasida qaytarish.</p>	<p>6.3.2. To repay the loan in advance in the loan currency.</p>
<p>6.3.3. Kreditlash va hisob-kitoblar bo'yicha O'zbekiston Respublikasi normativ-huquqiy hujjatlari va Bankning ichki me'yoriy hujjatlaridagi o'zgarishlar haqida Bankdan ma'lumot olish.</p>	<p>6.3.3. 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 lending and settlements.</p>

6.3.4. Qarz oluvchi amaldagi qonun hujjatlariga muvofiq boshqa huquqlarga ham ega bo'lishi mumkin.	6.3.4. To exercise other rights in accordance with applicable legislation.
<b>6.4. Qarz oluvchining majburiyatlari:</b> 6.4.1. Uy-joylardagi kvartiralarni sotishdan tushgan barcha tushumlarni bevosita ushbu kredit uchun hisoblangan foizlar va kredit to'lovlariga yo'naltirish.	<b>6.4. Obligations of the Borrower:</b> 6.4.1. To direct all proceeds from the sale of apartments directly towards repayment of interest and loan payments under this Agreement.
6.4.2. Mazkur shartnomaga muvofiq ajratiladigan kredit yetarli miqdorda ta'minot bilan ta'minlanganligidan qat'iy nazar, uy-joylarni qo'shimcha ta'minot sifatida bosqichma-bosqich (qavatma-qavat) loyiha-smeta qiymatidan kelib chiqib, bajarilgan ishlarning 80 foizi qiymatida (noturar qismi bo'yicha: 60 foizi qiymatida) garovga taqdim qilish.	6.4.2. To pledge the residential units as additional collateral, floor by floor, at a value equivalent to 80% of the completed works (60% for non-residential parts), regardless of the sufficiency of collateral provided for the allocated loan under this Agreement.
6.4.3. Loyihaviy moliyalashtirilayotgan uy-joylardagi kvartiralarni faqat moliyalashtiruvchi ("Ipoteka-bank" ATIB) Bank tomonidan ajratiladigan ipoteka kreditlari hisobiga sotish.	6.4.3. To sell the apartments in the project-financed residential units solely using mortgage loans allocated by the financing Bank ("Ipoteka-bank" JSCMB).
6.4.4. Uy-joylardagi kvartiralarni sotish bo'yicha dastlabki oldi-sotdi shartnomalari rekvizitlarida Qarz oluvchining Bankda ochilgan hisobvarag'ini aks ettirish hamda mablag'larni ushbu hisobvarag'ga kirim qilinishini ta'minlash.  Manzil: _____, h/r _____ STIR _____ MFO _____.	6.4.4. To indicate the Borrower's Bank account opened with the Bank in the details of the preliminary sale-purchase agreements for the apartments and to ensure that the proceeds are credited to this account.  Address: _____, A/C _____ TIN _____ BIC _____.
6.4.5. Mazkur shartnomaga muvofiq ko'p kvartirali uy qurib bitkazilgunga qadar bo'lgan muddatda: <ul style="list-style-type: none"> <li>• moliyalashtirilgan mablag' to'lovlarini to'liq so'ndirish uchun yetarli bo'lgan miqdorda dastlabki oldi-sotdi shartnomalarini tuzish;</li> <li>• boshlang'ich badal mablag'larini jismoniy shaxsga tegishli Eskrou hisobvarag'ida jamlanishini ta'minlash;</li> <li>• boshlang'ich badal mablag'larining to'planganligi yuzasidan solishtirish dalolatnomasini Bankka taqdim etish.</li> </ul>	6.4.5. Until the completion of the multi-apartment building under this Agreement: <ul style="list-style-type: none"> <li>• to conclude preliminary sale-purchase agreements in an amount sufficient to fully repay the financed funds;</li> <li>• to ensure that the initial payment funds are accumulated in the Escrow account belonging to the individual;</li> <li>• to provide the Bank with a reconciliation statement confirming the collection of the initial payment funds.</li> </ul>

<p>6.4.6. Mazkur shartnomaga muvofiq ajratilgan kredit to'liq so'ndirilmagunga qadar Bank roziligisiz boshqa banklarda har qanday hisobvaraqlar ochmaslik.</p>	<p>6.4.6. Not to open any bank accounts in other banks until full repayment of the loan under this Agreement without the Bank's consent.</p>
<p>6.4.7. Uy-joylardagi kvartiralarlar va noturar-joylarni qonun hujjatlarida belgilangan tartibda sotish hamda sotishdan tushgan mablag'larni birinchi navbatda mazkur shartnomaga muvofiq ajratilgan kredit qarzdorliklarini so'ndirishga yo'naltirish.</p>	<p>6.4.7. To sell apartments and non-residential premises in accordance with applicable legislation and direct proceeds primarily towards repayment of the loan obligations under this Agreement.</p>
<p>6.4.8. Uy-joy qurilishi rejalashtirilgan muddatdan avval yakunlangan taqdirda, kreditni (asosiy qarz va foiz to'lovlarini) to'lov jadvali (grafik) bo'yicha to'lash majburiyati yuzaga kelmagan bo'lsa ham, uy-joylardagi kvartiralar va noturar-joylar sotilishidan tushgan mablag'larni birinchi navbatda Mazkur shartnomaga muvofiq ajratilgan kreditni muddatidan avval so'ndirishga yo'naltirish.</p>	<p>6.4.8. If the housing construction is completed ahead of the planned schedule, even if the obligation to make loan repayments (principal and interest) under the payment schedule has not yet arisen, the funds received from the sale of apartments and non-residential premises in the housing complex shall be directed primarily toward the early repayment of the loan disbursed under this Agreement.</p>
<p>6.4.9. Mazkur shartnomaga muvofiq ajratilgan kredit va unga hisoblangan foizlar to'liq so'ndirilgunga qadar bo'lgan davrda, har oyning 15 va 28 sanalarida kredit hisobiga qurilgan uy-joylardagi kvartiralar hamda noturar-joylarni sotilishi holati va bajarilgan ishlar hajmi to'g'risidagi ma'lumotlarni Bankka taqdim etish.</p>	<p>6.4.9. To submit information to the Bank on the sale status of apartments and non-residential premises and the volume of completed works on the 15th and 28th of each month until full repayment of the loan and accrued interest.</p>
<p>6.4.10. Kreditni, u bo'yicha hisoblangan foizlar hamda ushbu shartnomada nazarda tutilgan boshqa to'lovlarni mazkur shartnomada belgilangan tartib va muddatlarda (shartnoma Qarz oluvchi o'z majburiyatlarini buzganligi uchun tomonlarning kelishuvi yoki sud tartibida bekor qilingan taqdirda ham) to'liq to'lanishini ta'minlash.</p>	<p>6.4.10. To ensure full repayment of the loan, the interest accrued thereon, and other payments stipulated in this Agreement, within the procedures and timeframes established herein (including in cases where this Agreement is terminated by mutual consent of the Parties or through judicial proceedings due to the Borrower's breach of its obligations).</p>
<p>6.4.11. Loyihaviy moliyalashtirish doirasida Bank krediti hamda foiz to'lovlarning o'z vaqtida va to'liq qaytarilishini ta'minlash maqsadida, Qarz oluvchi ushbu shartnomada belgilangan ta'minot turlarini tegishli tarzda rasmiylashtirib, Bankka taqdim etish.</p>	<p>6.4.11. For the purpose of ensuring timely and full repayment of the loan funds provided by the Bank under the project financing, as well as the interest payments, the Borrower shall duly formalize and provide to the Bank the types of security specified in this Agreement.</p>

<p>6.4.12. Kreditdan foydalanish davomida kreditlashning asosiy tamoyillari: muddatlilik, qaytarishlilik, maqsadlilik, samaralilik, to'lovlilik va ta'minlanganlik tamoyillariga rioya qilish.</p>	<p>6.4.12. To adhere to the core lending principles: timeliness, repayability, purposefulness, efficiency, payment, and security.</p>
<p>6.4.13. Bankka tahlil qilish uchun buxgalterlik balanslari, foyda va zararlar bo'yicha moliyaviy hisobotlar va boshqa hisobotlar va ma'lumotlarni har chorakda taqdim etish. Bunday hisobot Bankka chorak tugaganidan so'ng bir oydan ko'p bo'lmagan muddat ichida, shuningdek, Bank talab qilgan hollarda ham taqdim etilishi shart.</p>	<p>6.4.13. To submit to the Bank, for analytical purposes, accounting balance sheets, profit and loss statements, and other reports and information on a quarterly basis. Such reports must be provided to the Bank within no more than one month after the end of the quarter, as well as upon the Bank's request.</p>
<p>6.4.14. Har moliya yili yakunidan so'ng, 90 kun ichida mazkur moliya yili bo'yicha o'rnatilgan buxgalteriya hisobi standartlariga asosan tayyorlangan, tegishli soliq idoralarida qabul qilingan Qarz oluvchining to'liq moliyaviy hisobotini taqdim etish.</p> <p>Hisobotlarni muddatida taqdim qilmaslikning har bir holati uchun Qarz oluvchi bazaviy hisoblash miqdorining 2 baravari miqdorida jarima to'laydi.</p>	<p>6.4.14. Within 90 days after the end of each financial year, to provide the Borrower's complete financial statements for that year, prepared in accordance with the established accounting standards and accepted by the relevant tax authorities.</p> <p>For each instance of failure to submit the reports on time, the Borrower shall pay a penalty in the amount of twice the base calculation amount.</p>
<p>6.4.15. Qarz oluvchining moliyaviy holatiga, kreditning qaytarilishiga va foizlarning to'lanishiga, shuningdek kreditlanayotgan loyihani amalga oshirilishiga salbiy ta'sir qiluvchi har qanday sezilarli o'zgarishlar yoki vujudga kelgan sharoitlar haqida Bankka zudlik bilan xabar berish.</p>	<p>6.4.15. To promptly inform the Bank of any significant changes or circumstances that may adversely affect the Borrower's financial condition, the repayment of the loan, the payment of interest, or the implementation of the financed project.</p>
<p>6.4.16. Ushbu shartnomada ko'rsatilgan xizmatlarni amalga oshirish uchun lozim bo'lgan hujjatlarni Bankka taqdim etish.</p>	<p>6.4.16. To submit all documents required to execute the services specified in this Agreement.</p>
<p>6.4.17. Bank xodimlarini kredit maqsadli ishlatilganligini tekshirish (Qarz oluvchining moliyaviy holati, hisob yuritish hamda hisobot berish axvoli, kreditdan maqsadli foydalanish, kreditlangan tovar-moddiy boyliklarning yoki garovga qo'yilgan mulkning saqlanish va butligi masalalari bo'yicha), joriy monitoring va nazorat o'lchovlari o'tkazishlari uchun ishlab chiqarish, ombor, xizmat va boshqa binolar/hududlarga kiritish, shuningdek ularning talablariga asosan birlamchi hisobot va buxgalterlik hujjatlari bilan</p>	<p>6.4.17. To allow Bank employees to enter production, warehouse, service, and other premises/areas for the purpose of verifying the targeted use of the loan (including matters related to the Borrower's financial condition, accounting and reporting practices, targeted use of the loan, and the preservation and integrity of financed inventory or pledged property), as well as for conducting ongoing monitoring and control measurements, and to allow them to review primary reports and accounting</p>

<p>tanishishlariga ruxsat berish. Maqsadli tekshirishlar muddati Qarz oluvchining roziligisiz Bank tomonidan belgilanadi.</p> <p>Bundan tashqari, Bank tomonidan 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>documents upon request. The timeframe for targeted inspections shall be determined by the Bank without the Borrower's consent. In addition, the Borrower shall provide all information and documents requested by the Bank for the preparation of reports and shall ensure conditions for the Bank to carry out monitoring and on-site inspections.</p>
<p>6.4.18. O'zining faoliyatini amalga oshirish va mazkur shartnoma shartlarini bajarish uchun lozim bo'lgan barcha ruxsatnoma va litsenziyalarni o'z vaqtida olish va ularni muddatini uzaytirish yoki bunday ruxsatnomalar va litsenziyalarni olish yoki yangilashning imkonsizligi to'g'risida darhol Bankni xabardor qilishi kerak.</p>	<p>6.4.18. To obtain in a timely manner all permits and licenses necessary for conducting its activities and fulfilling the terms of this Agreement, and to extend their validity as required or immediately inform the Bank about the inability to obtain or renew such permits and licenses.</p>
<p>6.4.19. Tashkiliy-huquqiy shaklining o'zgartirmaslik yoki Qarz oluvchining moliyaviy ahvoriga o'z ta'sirini o'tkazuvchi har qanday boshqa qayta tashkil etishlarni amalga oshirmaslik.</p>	<p>6.4.19. Not to change its legal form or undertake any other reorganization that may affect the Borrower's financial condition.</p>
<p>6.4.20. Kredit mablag'laridan maqsadli foydalanilganligini tasdiqlovchi hujjatlarni tovarlar sotib olingandan so'ng yoki ish, xizmatlar bajarilgandan so'ng 5 (besh) kalendar kuni ichida Bankka taqdim etish.</p>	<p>6.4.20. To submit to the Bank, within 5 (five) calendar days after the purchase of goods or the completion of works or services, documents confirming the targeted use of the loan funds.</p>
<p>6.4.21. Biznes-rejada belgilangan yangi ish o'rinlarini tashkil qilish va tashkil qilingan ish o'rinlari bo'yicha Bankka 3 kun ichida ma'lumot taqdim qilish.</p>	<p>6.4.21. To create new jobs as per the business plan and inform the Bank within 3 days about established positions.</p>
<p>6.4.22. Mazkur shartnoma amal qilish muddati davomida Qarz oluvchi quyidagilarning bajarilishini ta'minlashi lozim:</p> <ul style="list-style-type: none"> <li>• o'z faoliyatini va operatsiyalarni O'zbekiston Respublikasi qonunchiligiga muvofiq amalga oshirish;</li> <li>• ushbu shartnoma bo'yicha kreditni qaytarish bo'yicha majburiyatlarni birinchi navbatda, Qarz oluvchining uchinchi shaxslar oldidagi majburiyatlaridan oldin bajarish;</li> <li>• Kredit ta'minoti o'z qiymatini yo'qotganida (garov mulki nobud bo'lganida, kafilning moliyaviy holati yomonlashganida va</li> </ul>	<p>6.4.22. During the term of this Agreement, the Borrower shall ensure the fulfillment of the following:</p> <ul style="list-style-type: none"> <li>• Carry out its activities and operations in accordance with the legislation of the Republic of Uzbekistan;</li> <li>• Fulfill its obligations to repay the loan under this Agreement as a priority, ahead of the Borrower's obligations to third parties;</li> <li>• If the loan collateral loses its value (in case of destruction of the pledged property, deterioration of the guarantor's financial condition, etc.) or if, for any reason, the loan becomes fully or partially</li> </ul>

<p>hokazo) yoki boshqa har qanday sababga ko'ra kredit to'liq yoki qisman ta'minotsiz qolganida yoki ta'minosiz qolish xavfi vujudga kelganida, Bankning birinchi talabiga ko'ra, kredit qoldig'ini kredit ta'minoti yetarli bo'ladigan summagacha kamaytirish yoki Bank uchun ma'qul keladigan boshqa ta'minot taqdim qilish;</p> <ul style="list-style-type: none"> <li>• o'z faoliyatini malakali rahbarlari nazorati ostida lozim darajadagi samaradorlik bilan qonunchilikka muvofiq, shuningdek umuman olingan tamoyillar va sog'lom amaliyotga asoslanib amalga oshirish (faoliyat yuritish);</li> <li>• o'z mulkini, asbob-uskunalari va boshqa mol-mulkini normal ahvolda saqlash (asosiy fondlarni ekspluatatsiya qilish);</li> <li>• loyiha-smetadagi va qurilish hamda moliyalashtirish grafiklaridagi barcha o'zgarishlar faqatgina Bankning yozma roziligi va kelishuvi asosida amalga oshirilishi;</li> <li>• Qarz oluvchining 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 (olib borish);</li> <li>• agar Bank boshqa shartlarga rozi bo'lmasa, Qarz oluvchi aylanma mablag'larini belgilangan me'yor (normativ)dan, shuningdek boshqa koeffitsiyentlarning (qaytarish, likvidlik, avtonomiya va boshqalar) kredit berish vaqtida qayd etilgan darajadan past bo'lmagan holda bo'lishini ta'minlash;</li> <li>• kredit hisobiga sotib olingan tovarlardan lozim darajadagi samaradorlik bilan xavfsizlik, atrof muhitni muhofaza qilish normalari va amaliyotiga asosan foydalanish;</li> <li>• uy-joy qurilishida tajribali pudratchilar bilan birgalikda ishlashi, bank tomonidan pudrat tashkilotlari faoliyati tekshirilishi, texnik buyurtmachi va loyiha instituti bilan shartnomalari mavjudligi hamda xizmatlar uchun mablag'larni o'z muddatida to'lanishi;</li> </ul>	<p>unsecured or there is a risk of it becoming unsecured, then, upon the Bank's first demand, reduce the outstanding loan amount to a sum sufficient to secure the loan or provide other collateral acceptable to the Bank;</p> <ul style="list-style-type: none"> <li>• Conduct its activities under the supervision of qualified management, with due efficiency, in compliance with the law, as well as in accordance with generally accepted principles and sound practices;</li> <li>• Maintain its property, equipment, and other assets in proper condition (operate fixed assets);</li> <li>• Ensure that all changes to the project design, as well as to the construction and financing schedules, are made only with the prior written consent and agreement of the Bank;</li> <li>• Maintain accounting records, an internal control system, and other financial reporting that accurately and correctly reflect the Borrower's financial condition and the results of its operations, in accordance with the applicable accounting and reporting rules;</li> <li>• Unless otherwise agreed by the Bank, ensure that the Borrower's working capital does not fall below the established standard (normative) and that other ratios (repayment, liquidity, autonomy, etc.) remain at no less than the levels recorded at the time of loan issuance;</li> <li>• Use the goods purchased with the loan efficiently and in accordance with safety, environmental protection standards, and practices;</li> <li>• Work jointly with experienced contractors in housing construction, ensure that the Bank may verify the activities of contractors, have contracts in place with the technical customer and the design institute, and make timely payments for services;</li> <li>• Keep the Bank informed of any legal disputes, changes in contractual obligations, or other changes in the financial condition that may adversely affect the repayment of the loan;</li> </ul>
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<ul style="list-style-type: none"> <li>• kreditning qaytarilishiga salbiy ta'sir ko'rsatuvchi har qanday sud nizolari, shartnomaviy majburiyatlardagi yoki moliyaviy holatidagi boshqa o'zgarishlardan Bankni xabardor qilib turish;</li> <li>• bank krediti hisobiga qurilgan uy-joydagi kvartiralarining ipoteka kreditini rasmiylashtirib berish birinchi navbatda moliyalashtiruvchi bank orqali amalga oshirish;</li> <li>• boshqa banklarning kredit mahsulotlaridan foydalanishga zaruriyat tug'ilganda avvalo moliyalashtiruvchi bankning yozma roziligini olish;</li> <li>• dastlabki oldi-sotdi shartnomasi rekvizitlarida moliyalashtiruvchi bankda ochilgan hisobvarag'ini aks ettirish;</li> <li>• mablag'larni (boshqa banklar ajratadigan kreditlarni ham) ushbu hisobvaraqqa kirim qilinishini ta'minlash.</li> </ul>	<ul style="list-style-type: none"> <li>• The registration of mortgage loans on apartments constructed with bank loan is primarily carried out through the financing bank;</li> <li>• If there is a need to use loan products from other banks, written consent from the financing bank must be obtained first;</li> <li>• The preliminary sale-purchase contract details must reflect the account opened at the financing bank;</li> <li>• Ensure that funds (including loans provided by other banks) are deposited into this account.</li> </ul>
<p>6.4.23. Qarz oluvchi mazkur shartnoma amalda bo'lgan davrda, Bankning oldindan roziligini olmasdan hamda ushbu Shartnomaning 6.4.34–6.4.41-bandlarida nazarda tutilgan qo'shimcha taqiqlar va majburiyatlarga rioya qilgan holda quyidagi harakatlardan birortasini amalga oshirmaslikni o'z zimmasiga oladi:</p> <ul style="list-style-type: none"> <li>• boshqa kreditorlardan kredit olish, boshqa shaxslarga qarz berish, moliyaviy yordam ko'rsatish, uchinchi shaxslarning kreditorlari oldida kafil bo'lish, uchinchi shaxslar o'rniga to'lovlar amalga oshirish, boshqa banklarda har qanday hisobvaraqlar ochish;</li> <li>• sho'ba korxonasi ochish, tijorat tashkilotlarining muassisi sifatida ishtirok etish va ularning ustav fondini shakllantirish uchun mablag' kiritish hamda o'z ta'sis hujjatlariga katta ahamiyatga ega bo'lgan muhim o'zgartirishlar kiritish;</li> <li>• har qanday qayta tashkil etish va tugatish jarayonlarini amalga oshirish;</li> <li>• mulkning hammasini yoki bir qismini bozor bahosidan past narxda sotish yoki boshqa yo'llar bilan begonalashtirish, begona shaxslarga berish, garovga qo'yish, ushlab qolish huquqi va uchinchi shaxslar</li> </ul>	<p>6.4.23. During the term of this Agreement, the Borrower undertakes not to carry out any of the following actions without the Bank's prior consent and subject to the additional prohibitions and covenants set out in Clauses 6.4.34–6.4.41 of this Agreement:</p> <ul style="list-style-type: none"> <li>• Obtain loans from other creditors, lend to other persons, provide financial assistance, act as a guarantor for third-party obligations, make payments on behalf of third parties, or open any accounts in other banks;</li> <li>• Establish subsidiaries, participate as a founder in commercial organizations, contribute funds to their charter capital, or make significant changes to their founding documents;</li> <li>• Conduct any reorganization or liquidation processes;</li> <li>• Sell all or part of its property below market value, alienate it by other means, pledge, retain, or grant preferential rights over its property in favor of third parties;</li> </ul>

<p>foydasiga o'z mulkiga nisbatan boshqa imtiyozli huquqlarni vujudga keltirish;</p> <ul style="list-style-type: none"> <li>• o'z kapitalini kamaytirish.</li> </ul> <p>Shubhani oldini olish maqsadida, ushbu baddagi majburiyatlar 6.4.34–6.4.41-bandlarda ko'rsatilgan batafsil manfiy majburiyatlar va moliyaviy cheklovlar bilan birgalikda talqin etiladi.</p> <p>Agar loyihani moliyalashtirish davrida yuqorida ko'rsatilgan majburiyatlardan birortasi bajarilmasa yoki yetarli darajada bajarilmasa, qarz oluvchi ushbu buzilish aniqlangan kundan boshlab kamchiliklar bartaraf etilgan kungacha har bir kun uchun bazaviy hisoblash miqdorining (BHM) bir baravari miqdorida jarima to'laydi.</p>	<ul style="list-style-type: none"> <li>• Reduce its capital.</li> </ul> <p>For the avoidance of doubt, the obligations in this Clause shall be interpreted in conjunction with the detailed negative covenants and financial restrictions provided under Clauses 6.4.34–6.4.41.</p> <p>If any of the above obligations required during the project financing period are not fulfilled or are insufficiently fulfilled, the Borrower shall pay a penalty of one time the base calculation amount per day from the date the non-compliance is identified until the date the deficiencies are remedied.</p>
<p>6.4.24. Kreditdan faqat mazkur shartnomada ko'rsatib o'tilgan maqsadlarda foydalanish.</p>	<p>6.4.24. To use the loan strictly for the purposes specified in this Agreement.</p>
<p>6.4.25. Qarz oluvchining pochta manzili o'zgarganda, 3 kunlik muddat ichida Bankni xabardor qilish.</p>	<p>6.4.25. In the event of a change in the Borrower's mailing address, notify the Bank within 3 days.</p>
<p>6.4.26. Kredit mablag'lari hisobidan amalga oshirilayotgan loyiha atrof-muhit (ekologiya) hamda insonlarga zararli ta'sirlarni oldini olish bo'yicha halqaro hujjatlar, amaldagi O'zbekiston Respublikasi qonunchiligi, shuningdek, Bankning talablarini buzmasligiga qaratilgan barcha zaruriy chora-tadbirlarni ko'rib borish.</p>	<p>6.4.26. To take all necessary measures to ensure that the project financed with the loan funds does not violate international documents, the applicable legislation of the Republic of Uzbekistan, and the Bank's requirements aimed at preventing harmful impacts on the environment (ecology) and on people.</p>
<p>6.4.27. Kredit mablag'lari hisobidan amalga oshirilayotgan loyihaga aloqador bo'lgan uchinchi shaxslar (pudratchilar, mol yetkazib beruvchilar, hamkorlar va boshqalar) o'z ish faoliyatida yoki faoliyati natijasida atrof-muhit (ekologiya) va insonlarga (ishchi xodimlar, loyiha amalga oshirilayotgan hududga yaqin joyda istiqomat qiluvchi aholi va boshqalarga) zarar keltiruvchi holatlar va/yoki loyihaning amalga oshirilishiga salbiy ta'sir etuvchi barcha voqealar va hodisalar, jarayonlar, omillar (portlash, kimyoviy moddalar bilan notug'ri muomala qilish, ularning yerga/tuproqqa to'kilishi natijasida atrof-muhitga zarar yetishi, shuningdek ularning barcha turdagi nojo'ya ta'siri natijasida kelib chiquvchi jarohatlar, o'limga olib keluvchi</p>	<p>6.4.27. To provide the Bank, immediately upon becoming aware and/or within no more than 3 days from the occurrence/emergence of any such circumstances, with all available details regarding any events, incidents, processes, or factors related to the project financed with the loan funds involving third parties (contractors, suppliers, partners, etc.) that, in the course of or as a result of their activities, cause harm to the environment (ecology) and to people (employees, residents living near the project site, etc.) and/or adversely affect the implementation of the project — including explosions, improper handling of chemicals, spillage of chemicals onto the ground/soil causing</p>

<p>baxtsiz xodisalar, majburiy hamda bolalar mehnati va boshqalar) to'g'risida Qarz oluvchiga ma'lum bo'lgan zahoti va/yoki ushbu holatlar sodir/paydo bo'lgan paytdan boshlab eng ko'pi bilan 3 kun mobaynida, ushbu holatlar to'g'risidagi mavjud barcha tafsilotlar, ularning kelib chiqish sabablari, ularni bartaraf etish bo'yicha ko'rilgan/ko'rilayotgan chora-tadbirlar va/yoki ish-rejasi, kelgusida shu kabi salbiy voqea-hodisalarning takroriy yuz bermasligi bo'yicha amalga oshirilishi belgilangan amaliy tadbirlar to'g'risida Bankka ma'lumot taqdim qilish.</p>	<p>environmental damage, as well as any injuries, fatal accidents, forced or child labor, and other adverse impacts arising from such activities.</p> <p>Such information shall include the causes of the occurrence, the measures taken or being taken to eliminate them and/or the action plan, and the practical measures planned to prevent the recurrence of similar adverse events in the future.</p>
<p>6.4.28. Uy-joydagi bajarilgan sifatsiz qurilish ishlarga, qurilish mutdatlariga va uy-joy sotuv narhiga to'liq javobgarlik Qarz oluvchi zimmasida bo'ladi.</p>	<p>6.4.28. The Borrower shall bear full responsibility for poor-quality construction works in the housing, compliance with construction deadlines, and the sale price of the housing.</p>
<p>6.4.29. Haqiqiy bajarilmagan ish hajmlariga yoki loyihaviy-smetaviy hujjatlarda nazarda tutilmagan ishlarga to'lov hujjatlarini taqdim etish taqiqlanadi. Bank tomonidan bunday holatlar aniqlanganda moliyalashtirishni to'xtatish, jarima va boshqa sanksiyalar qo'llanilishi mumkin.</p>	<p>6.4.29. Submission of payment documents for unperformed work or work not specified in the project-estimate documentation is prohibited. If such cases are identified by the Bank, financing may be suspended, and penalties or other sanctions may be applied.</p>
<p>6.4.30. Kredit mablag'lari hisobidan ishlab chiqaruvchilarga, mahsulot sotuvchilarga, yetkazib beruvchi, har qanday xizmat ko'rsatuvchi va yordamchi pudrat tashkilotlariga to'lanishidan oldin, moliyalashtiruvchi filialda ikkilamchi hisobvaraqlarni ochish bo'yicha talab qilish huquqidan foydalanishi mumkin.</p>	<p>6.4.30. The Bank may exercise its right to require the opening of secondary accounts at the financing branch before credit funds are paid to manufacturers, product sellers, suppliers, any service providers, or auxiliary contracting organizations.</p>
<p>6.4.31. Ko'p kvartirali uylar foydalanishga topshirilgandan keyin Qarz oluvchi tomonidan uy-joyga bo'lgan mulk huquqini o'z vaqtida ro'yxatdan o'tkazishni hamda qurilish bosqichida (qurilishi yakulanmagan) garovga taqdim etilgan uy-joylarni 10 (o'n) kalendar kuni ichida barcha kvartiralar qirqimida bank foydasiga garovga qo'yib berilishi shart.</p>	<p>6.4.31. After the commissioning of multi-apartment buildings, the Borrower shall duly register ownership rights to the housing in a timely manner and, within 10 (ten) calendar days, pledge in favor of the Bank all apartments, in their entirety, that were pledged during the construction stage (while still under construction).</p>
<p>6.4.32. Turar joyga bo'lgan mulk huquqini o'z vaqtida ro'yxatdan o'tkazish va uni Bank foydasiga garovga qo'yish — mulk huquqi loyiha tashabbuskori nomiga ro'yxatdan</p>	<p>6.4.32. To timely register ownership rights to the residential property and to pledge it in favor of the Bank within 10 (ten) calendar days from the date the</p>

o'tkazilgan kundan boshlab 10 (o'n) kalendar kun ichida.	ownership right is registered in the name of the Project Initiator.
6.4.33. Qurilish va uy-joy kommunal xo'jaligi sohasida nazorat qilish inspeksiyasi e'tirozlarini rasmiylashtirish sanasidan boshlab 3 kun muddat ichida bankka taqdim etish.	6.4.33. Any objections issued by the inspection authorities in the field of construction and housing and communal services must be submitted to the Bank within 3 days from the date of their formalization.
6.4.34. Pari passu va moliyaviy majburiyatlar (financial covenants). Qarz oluvchining ushbu Bitim bo'yicha to'lov majburiyatlari qonun bilan majburiy ustuvor deb e'tirof etilgan majburiyatlardan tashqari, hozirgi va kelgusidagi barcha ta'minlanmagan hamda past darajadagi majburiyatlari bilan kamida teng (pari passu) darajada bo'ladi. Qarz oluvchi, Bank tomonidan boshqacha kelishilmagan hollarda, moliyalashtirish sanasidagi darajadan past bo'lmagan miqdorda aylanma kapitalni hamda boshqa moliyaviy ko'rsatkichlarni (rentabellik, likvidlik, mustaqillik va boshqalar) saqlab turishi shart.	6.4.34. Pari passu and Financial Covenants.  The Borrower's payment obligations under this Agreement shall rank at least pari passu with all its other present and future unsecured and unsubordinated obligations (save for obligations mandatorily preferred by law). The Borrower shall maintain working capital and other ratios (profitability, liquidity, autonomy, etc.) at levels not lower than those applicable at the date of financing, unless otherwise agreed by the Bank.
6.4.35. Qo'shimcha qarz majburiyatlari va moliyalashtirish liniyalari. Qarz oluvchi Bankning oldindan yozma roziligisiz hech qanday moliya instituti yoki shaxs bilan qarz, kredit liniyasi yoki shunga o'xshash bitim tuzmasligi kerak. Agar moliyalashtirish jalb qilingan kredit liniyalari hisobidan ta'minlansa, qarz oluvchi moliyalashtiruvchi tomonning barcha talablariga rioya qilishi va Bankning so'rovi bo'yicha tegishli ma'lumotlarni uch (3) ish kuni ichida taqdim etishi lozim.	6.4.35. Additional Indebtedness and Funding Lines.  The Borrower shall not, without the Bank's prior written consent, enter into any loan/credit facility or similar arrangement with any financial institution or person; where the financing is provided from attracted credit lines, the Borrower shall meet all funder's requirements and, upon the Bank's request, provide related information within three (3) business days.
6.4.36. Ta'minot — teng va manfiy garov majburiyati (equal and negative pledge). (a) Agar qarz oluvchi boshqa kreditorlarga yanada qulayroq ta'minot bersa, u zudlik bilan Bankka ham shunga teng ta'minotni taqdim etishi shart; (b) qarz to'liq so'ndirilmaguncha, qarz oluvchi Bank tomonidan ruxsat etilgan ta'minotlardan tashqari, o'z aktivlari, huquqlari yoki daromadlari bo'yicha hech qanday garov yoki boshqa cheklov yaratmasligi va bunga yo'l qo'ymasligi kerak; (c) qarz oluvchi Bankning oldindan yozma roziligisiz hech qanday shaxs bilan garov, kafolat, kafillik	6.4.36. Security — Equal and Negative Pledge.  (a) If the Borrower grants more advantageous security to any other creditor, it shall immediately offer equivalent security to the Bank;  (b) until full repayment, the Borrower shall not create or permit any encumbrance over its assets/rights/revenues other than permitted encumbrances;  (c) the Borrower shall not enter into pledge/security/surety/guarantee or

<p>yoki shunga o'xshash bitim tuzmasligi kerak; (d) qarz oluvchi Bankning yozma roziligisiz hech bir shaxs foydasiga to'lovni undirish to'g'risidagi topshiriqnomalar (inkasso topshiriqlari) taqdim etish huquqini bermasligi lozim.</p>	<p>similar arrangements with any person without the Bank's prior written consent; (d) the Borrower shall not authorize submission of collection orders in favour of any person other than the Bank without the Bank's prior written consent.</p>
<p>6.4.37. Faoliyatni saqlash va yaxshi amaliyot. Qarz oluvchi o'z asosiy faoliyatini davom ettirishi, malakali rahbariyat ostida samarali ishlashi, mol-mulk va uskunalarni soz holatda saqlashi, hamda moliyalashtirish hisobidan xarid qilingan tovarlardan xavfsizlik va atrof-muhitni muhofaza qilish me'yorlariga rioya qilgan holda oqilona foydalanishi shart.</p>	<p>6.4.37. Business Maintenance and Good Practice. The Borrower shall maintain its main business activity, operate with appropriate efficiency under qualified management, keep property and equipment in working condition, and use goods purchased with the financing efficiently with due regard to safety and environmental protection norms and practices.</p>
<p>6.4.38. Dividendlar va to'lovlar bo'yicha cheklovlar; subordinatsiya. (a) Qarz to'liq so'ndirilmaguncha, Bankning yozma roziligisiz ishtirokchilarga/dividend egalariга dividendlar, oldindan to'lovlar yoki shunga o'xshash taqsimotlarni amalga oshirish taqiqlanadi; (b) Uchinchi shaxslarga to'lovlar yoki komissiyalar faqat quyidagi hollarda ruxsat etiladi: (i) ular mustaqil, aloqasiz tomonlar bilan "bozor sharoitida" tuzilgan bo'lsa va (ii) ular tasdiqlangan loyiha byudjetida aks ettirilgan yoki haqiqiy operatsion xarajatlar sifatida e'tirof etilgan bo'lsa; (c) Aksiyadorlar yoki guruh qarzlari va shunga o'xshash majburiyatlar Bankning talablariga nisbatan shartnoma asosida past darajada (subordinatsiya qilingan) bo'lishi kerak; ularning to'lovi Bankning yozma roziligisiz amalga oshirilmaydi; (d) Bankning oldindan yozma roziligisiz ustav kapitalini kamaytirish yoki o'z ulushlarini/aksiyalarini qayta sotib olish taqiqlanadi.</p>	<p>6.4.38. Restrictions on Distributions and Payments; Subordination. (a) No dividends/advance dividends or similar distributions to members/owners until full repayment without the Bank's prior written consent; (b) no fees/commissions to third parties unless (i) at arm's length to non-related parties and (ii) duly reflected in the approved Project Budget or constitute genuine Operating Costs; (c) all shareholder/group loans and similar indebtedness shall be contractually subordinated to the Bank's claims; no repayment thereof without the Bank's prior written consent; (d) no capital reduction or buy-back of own shares/interests without the Bank's prior written consent.</p>
<p>6.4.39. Monitoring va hodisalar haqida xabar berish (HSE/ESG). Atrof-muhit, sog'liq yoki xavfsizlik bilan bog'liq hodisa haqida xabardor bo'lish bilanoq (yoki u sodir bo'lgan kundan e'tiboran uch (3) kalendar kun ichida), qarz oluvchi zudlik bilan zaruriy chora-tadbirlarni ko'rishi va Bankni yozma ravishda xabardor qilishi kerak. Bildirishda hodisaning tafsilotlari, sabablari, ko'rilgan yoki rejalashtirilgan</p>	<p>6.4.39. Monitoring and Incident Reporting (HSE/ESG). Upon becoming aware of any environmental, health or safety incident (or in any event within three (3) calendar days of its occurrence), the Borrower shall take immediate mitigation measures and notify the Bank in writing with full details, causes, actions taken/planned, and a plan to prevent recurrence.</p>

chora-tadbirlari hamda takrorlanishni oldini olish rejasi keltiriladi.	
6.4.40. Sanksiyalar to'g'risida xabar berish va hamkorlik. Qarz oluvchi o'zi yoki unga aloqador shaxs (affiliat) sanksiyalar yoki cheklov choralariga duchor bo'lgan taqdirda Bankni darhol xabardor qilishi shart. Qarz oluvchi sanksiyalar bilan bog'liq xavflarni kamaytirish uchun to'liq hamkorlik qiladi, shu jumladan Bankning talabi bo'yicha erta qarzni so'ndirish yoki hisoblarni vaqtincha to'xtatish/yopish choralarini ko'radi.	6.4.40. Sanctions Notification and Cooperation. The Borrower shall immediately notify the Bank if it or any affiliate becomes subject to sanctions or restrictive measures and shall fully cooperate to mitigate related risks, including (if required by the Bank) early repayment and suspension/closure of accounts.
6.4.41. Xizmatlar uchun hujjatlar. Qarz oluvchi ushbu Bitimda nazarda tutilgan xizmatlarni bajarish uchun zarur bo'lgan barcha hujjatlarni Bank tomonidan asosli ravishda belgilangan shaklda va muddatlarda taqdim etishi shart.	6.4.41. Documents for Services. The Borrower shall provide the Bank with all documents necessary for the performance of the services specified in this Agreement, in the form and within the timeframes reasonably required by the Bank.
6.4.42. Qarz oluvchiga amaldagi qonun hujjatlariga muvofiq boshqa majburiyatlar ham yuklatilishi mumkin.	6.4.42. The Borrower may also be assigned other obligations in accordance with applicable legislation.
<b>VII. KOMPLAENS SOHASIDAGI TALABLAR</b>	<b>VII. COMPLIANCE REQUIREMENTS</b>
<b>7.1 Korrupsiyaga qarshi shartlar</b>	<b>7.1 Anti-Corruption Provisions</b>
7.1.1. 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.	7.1.1. Upon signing this Agreement, the Parties have agreed not to engage in any corrupt activities related to this Agreement, during its term or after its expiration.
7.1.2. Tomonlar ushbu bo'limdagi Korrupsiyaga qarshi choralarini tan oladi va ularning bajarilishini ta'minlashda hamkorlik qiladi.	7.1.2. The Parties acknowledge the anti-corruption measures set forth in this section and shall cooperate in ensuring their implementation.
7.1.3. 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.	7.1.3. The Parties, as well as their related persons, employees, or agents, shall not directly or indirectly offer, pay, request, or accept any unlawful cash or other valuable items from any person, with the purpose of influencing the decisions or actions of such persons.
7.1.4. Tomonlar korrupsiya, tijorat poraxo'rligi yoki bankning korrupsiyaga	7.1.4. The Parties are obliged to prevent corruption, commercial bribery, or any

qarshi ichki hujjatlarida ko'rsatilgan boshqa qonunbuzarlik harakatlarning oldini olishga majburdirlar.	other illegal acts specified in the Bank's internal anti-corruption policies.
7.1.5. 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.	7.1.5. The Parties guarantee that they will not exert pressure on persons under their control or acting on their behalf to report any violations of the anti-corruption obligations specified in this section.
7.1.6. 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.	7.1.6. If a Party becomes aware that the other Party has breached any of the provisions in this section, it must immediately notify the other Party and request that appropriate measures be taken, as well as be informed of the actions or measures implemented.
<b>7.2. Manfaatlarni to'qnashuvi</b>	<b>7.2. Conflict of Interest</b>
7.2.1. Tomonlar ushbu shartnomani bajarishda manfaatlarni to'qnashuvining oldini olish uchun barcha zarur choralarini ko'radi.	7.2.1. The Parties shall take all necessary measures to prevent any conflict of interest in the performance of this Agreement.
7.2.2. Manfaatlarni to'qnashuvi yuzaga kelsa, tomon darhol boshqa tomonni yozma tarzda xabardor qilishi shart.	7.2.2. In the event a conflict of interest arises, the Party must immediately notify the other Party in writing.
7.2.3. Manfaatlarni to'qnashuvini aniqlash maqsadida Loyiha tashabbuskori, uning affillangan shaxslari va bank xodimlari o'rtasidagi aloqalar to'g'risidagi ma'lumotlarni oshkor etishi (Manfaatlarni to'qnashuvi bo'yicha deklaratsiyani to'ldirish orqali).	7.2.3. To identify a conflict of interest, the Project Initiator, its affiliated persons, and Bank employees shall disclose information regarding their relationships (including by completing a Conflict of Interest Declaration).
<b>7.3. Jinoyat yo'li bilan olingan daromadlarni legallashtirish va terrorizmni moliyalashtirishga qarshi chora-tadbirlar (AML/CFT)</b>	<b>7.3. Measures Against Legalization of Criminal Proceeds and Financing of Terrorism (AML/CFT)</b>
7.3.1. 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.	7.3.1. The Parties shall comply with the laws and subordinate regulations of the Republic of Uzbekistan on "Combating the Legalization of Criminal Proceeds and Financing of Terrorism", as well as with the Bank's internal rules in this area.
7.3.2. Zarur hollarda Loyiha tashabbuskori korxonasi faoliyati bilan bog'liq gumonli va shubhali operatsiyalar to'g'risidagi	7.3.2. If necessary, the Project Initiator's company shall report suspicious or questionable transactions related to its

<p>xabarlarni va rahbarlari/ta'rischilari 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>activities, as well as provide information about its management or founders, to the relevant authorities in accordance with the laws on Bank Secrecy and on Combating the Legalization of Criminal Proceeds and Financing of Terrorism.</p>
<p style="text-align: center;"><b>VIII. KREDIT BO'YICHA TA'MINOT</b></p> <p>8.1. Mazkur shartnoma asosida ajratiladigan kredit quyidagilar bilan ta'minlanadi:</p> <ul style="list-style-type: none"> <li>• _____ ta'minot obyekti tavsifi _____ .so'mlik garovi;</li> </ul> <p>8.2. Quyidagi turdagi qo'shimcha ta'minotlar taqdim etilishi lozim: _____.</p>	<p style="text-align: center;"><b>VIII. COLLATERAL FOR THE LOAN</b></p> <p>8.1. The loan provided under this Agreement shall be secured by the following:</p> <ul style="list-style-type: none"> <li>• Collateral object description: _____ in the amount of _____ UZS.</li> </ul> <p>8.2. The following types of additional collateral shall be provided: _____.</p>
<p>8.3. Kredit ta'minoti 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>8.3. 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>8.4. Agar ipoteka kreditlari qurilish davrida taqdim etilsa, ushbu kvartiralar bunday ipoteka kreditlari uchun keyingi ta'minot sifatida ro'yxatga olinadi.</p>	<p>8.4. If mortgage loans are provided during the construction period, these apartments shall be registered as subsequent collateral for such mortgage loans.</p>
<p>8.5. 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>Bunda, kredit/moliyalashtirishga hisoblangan foizlarni/undiriladigan haqni (bank daromadini) so'ndirishga nisbatan imtiyozli davr taqdim etilsa, ta'minot miqdori moliyalashtirish davrida hisoblanadigan jami foiz hamda kredit miqdori umumiy miqdoridan kam bo'lmashligi lozim.</p>	<p>8.5. 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>In the event that a grace period is granted for repayment of the interest/fees (bank income) accrued on the loan/financing, the amount of security shall not be less than the total amount of the loan and the interest accrued during the entire financing period.</p> <p>If no grace period is granted for repayment of the interest/fees (bank income) accrued on the loan/financing,</p>

<p>Agarda, kredit/moliyalashtirishga hisoblangan foizlarni/undiriladigan haqni (bank daromadini) so'ndirishga nisbatan imtiyozli davr taqdim etilmasa, ta'minot miqdori bir yilda hisoblanadigan jami foiz hamda kredit miqdori umumiy miqdoridan kam bo'lmashligi lozim.</p> <p>Shu bilan birga, Qarz oluvchi Bank tomonidan moliyalashtirish uchun ajratiladigan mablag'ning ta'minoti moliyalashtirish summasining kamida 125 foizi miqdorida saqlash majburiyatini oladi.</p>	<p>the amount of security shall not be less than the total amount of the loan and the interest accrued for one year.</p> <p>At the same time, the Borrower undertakes the obligation to maintain collateral for the financing provided by the Bank in an amount of at least 125 percent of the financing sum.</p>
<p>8.6. Bankda ajratilgan kreditni va unga hisoblangan foizlarni ushbu shartnomada keltirib o'tilgan asoslarga ko'ra undirish huquqi vujudga kelganida, Bank undiruvni ushbu shartnomaning 8.1-8.2 bandlarda nazarda tutilgan har qanday ta'minotga qaratadi.</p>	<p>8.6. In the event of grounds for recovery of the allocated loan and accrued interest under this Agreement, the Bank shall be entitled to direct recovery to any collateral specified in Clauses 8.1-8.2 of this Agreement.</p>
<p>8.7. Qarz oluvchining kredit bo'yicha taqdim qilgan ta'minoti asosiy qarz va unga hisoblangan foizlarni qaytarishga yetmagan taqdirda, Bank kreditni qaytarish maqsadida qonunchilikda belgilangan tartibda undiruvni Qarz oluvchining boshqa har qanday turdagi mol-mulklariga hamda pul mablag'lariga qaratishga haqli.</p>	<p>8.7. If the Borrower's collateral provided for the loan is insufficient to repay the principal and accrued interest, the Bank shall have the right to direct recovery to any other type of property and funds of the Borrower in accordance with applicable legislation.</p>
<p>8.8. Kredit ta'minot yo'qotilganida (garovning nobud bo'lishi, kafilning to'lov qobiliyatini yo'qotishi va hokazo) Qarz oluvchi kredit ta'minoti uchun yo'qotilgan ta'minot miqdoridan kam bo'lmagan ta'minotni Bankka taqdim qiladi.</p>	<p>8.8. In case of loss of collateral (destruction of the pledge, insolvency of the guarantor, etc.), the Borrower shall provide the Bank with collateral of not less than the amount of the lost security.</p>
<p>8.9. Qurilayotgan uylar (ular tarkibidagi kvartiralar va noturar joy binolari bilan birga) faqat ushbu Kredit bo'yicha asosiy va qo'shimcha ta'minot sifatida qabul qilinadi hamda boshqa kreditlar uchun ta'minot sifatida berilishi taqiqlanadi.</p> <p>Bundan tashqari, agar loyiha tashabbuskorining bank bilan tuzilgan loyiha moliyalashtirish bo'yicha majburiyatlari to'liq bajarilmagan bo'lsa, topshirilgan uylardagi unga tegishli kvartiralar va noturar joy binolarini ham Bank tomonidan beriladigan boshqa kreditlar bo'yicha ta'minot sifatida qabul qilish taqiqlanadi.</p>	<p>8.9. The houses under construction (including the apartments and non-residential premises within them) are taken as primary and additional collateral specifically for this Loan and shall not be provided as them as collateral for other loans.</p> <p>Furthermore, if the Project Initiator's obligations under project financing with the bank have not been fully repaid, the apartments and non-residential premises in the handed-over houses belonging to them are also prohibited from being taken as collateral for other loans granted by the Bank.</p>

<p>8.10. Kredit ta'minotini kamaytirish, ko'paytirish, o'zgartirish, bekor qilish masalalari amaldagi qonunchilik va Bankning ichki kredit siyosatiga muvofiq hal qilinadi.</p>	<p>8.10. Issues related to reduction, increase, modification, or cancellation of collateral shall be resolved in accordance with applicable legislation and the Bank's internal loan policy.</p>
<p>8.11. Tomonlar mazkur Bo'limda ko'rsatilgan garov hisobidan Bank Qarz Oluvchining Bank bilan tuzilgan alohida Xizmatlar ko'rsatish shartnomasi bo'yicha to'lov majburiyatlarini bajarmaganidan kelib chiqadigan talablarini qondirishi mumkinligiga kelishib oldilar. Mazkur shartnoma bo'yicha Qarz Oluvchi Loyiha tashabbuskori sifatida ishtirok etadi.</p>	<p>8.11. The Parties hereby agree that the Bank may satisfy from the collateral mentioned in this Section its demands arising from non-fulfillment of epy Borrower's payment obligations under separate agreement with the Bank on provision of Services under which the Borrower represents the Project Initiator.</p>
<p><b>IX. MAJBURIYATLARNI BAJARMASLIK HOLATLARI</b></p> <p>9.1. Quyidagi holatlar Qarz oluvchi tomonidan majburiyatlarni bajarmaslik holatlari hisoblanadi:</p> <ul style="list-style-type: none"> <li>• ajratilgan kredit mablag'laridan maqsadli (Bosh kelishuvning 3.4-bandida ko'rsatib o'tilgan maqsadlar) foydalanilmaganligi;</li> <li>• kredit bo'yicha asosiy qarz, foiz va boshqa to'lovlar ushbu shartnomada yoki Bank bilan tuzilgan boshqa kelishuvlarda belgilangan muddatlarda to'lanmaganligi;</li> <li>• Qarz oluvchi banklardan olgan boshqa har qanday kredit bo'yicha asosiy qarz, foiz va boshqa to'lovlarni belgilangan muddatlarda to'lash majburiyatini bajarmaganligi;</li> <li>• Qarz oluvchi uchinchi shaxslar oldidagi kreditor qarzdorliklarini qaytarish majburiyatini bajarmaganligi;</li> <li>• Qarz oluvchi uchinchi shaxslar oldidagi debitor qarzdorliklarini undirish choralarini ko'rmaganligi;</li> <li>• Qarz oluvchi o'ziga tegishli pul mablag'larini miqdoridan qat'iy nazar o'zining odatdagi faoliyat turiga muvofiq bo'lmagan, daromad olishga qaratilmagan maqsadlar uchun (beg'araz yoki uzoq muddati moliyaviy yordam va hokazo) sarflab yuborishi;</li> <li>• Qarz oluvchi o'ziga tegishli ko'char va ko'chmas mulklarni bozor bahosidan arzon bahoda realizatsiya qilishi;</li> <li>• Qarz oluvchining moliyaviy ahvoli yomonlashishi (to'lovlarni amalga</li> </ul>	<p><b>IX. EVENTS OF DEFAULT</b></p> <p>9.1. The following events shall be considered as defaults by the Borrower:</p> <ul style="list-style-type: none"> <li>• Failure to use the allocated loan for its intended purpose (the purposes specified in Clause 3.4 of the General Agreement);</li> <li>• Failure to repay the principal, interest, and other payments within the periods specified in this Agreement or in other agreements concluded with the Bank;</li> <li>• Failure by the Borrower to fulfill its obligations to repay principal, interest, and other payments on any other loans obtained from other banks within the specified deadlines;</li> <li>• Failure by the Borrower to fulfill its obligations to repay creditor debts to third parties;</li> <li>• Failure by the Borrower to take measures to recover its receivables from third parties;</li> <li>• Expenditure of the Borrower's own funds, regardless of amount, for purposes not corresponding to its usual activities and not aimed at generating income (gratuities, long-term financial aid, etc.);</li> <li>• Disposal of the Borrower's movable and immovable property at prices below market value;</li> </ul>

<p>o'shishga qodir emasligi, zarar ko'rib ishlashi, nolikvid balans, bankrotlik ishi qo'zg'atilishi va boshqalar);</p> <ul style="list-style-type: none"> <li>• buxgalteriya hisobi lozim darajada yuritilmasligi, taqdim etilgan hisobotlarning noto'g'riligi (haqqoniy emasligi);</li> <li>• mazkur shartnomaga asosan Qarz oluvchi hisobot ma'lumotlarini taqdim etmasligi, bank nazoratidan (monitoring) bo'yin tovlashi (bosh tortishi);</li> <li>• Qarz oluvchi tomonidan Bankka kredit hujjatlari rasmiylashtirilayotganda taqdim etilgan ma'lumotlar va hujjatlarning haqqoniy emasligi aniqlanishi;</li> <li>• ajratilgan kreditning qaytarilishi turli sabablarga ko'ra (garov mulkining yo'qotilishi, shikastlanishi, qiymati pasayishi yoki kafilning to'lov layoqati yomonlashishi va hokazo) ta'minlanmagan bo'lib qolgan hollarda Bankning qo'shimcha ta'minot taqdim etish, berilgan ta'minotni almashtirish yoki kredit qoldig'ini kredit ta'minoti yetarli bo'ladigan summagacha kamaytirish haqidagi talabini bajarmasligi;</li> <li>• Qarz oluvchi boshqa yuridik shaxsga qo'shib (birlashtirib) yuborish, qayta tashkil etish, kapital miqdorini kamaytirish yoki tugatish (likvidatsiya) jarayoniga kirishishi;</li> <li>• Qarz oluvchining ta'sisчилari Qarz oluvchining moliyaviy holati yomonlashishiga yoki Qarz oluvchining mulklari va pul mablag'lari begonalashishiga qaratilgan bitimlar tuzishi va Qarz oluvchidan ushbu maqsadlarga qaratilgan harakatlarni bajarishni talab qilishi;</li> <li>• Qarz oluvchi o'zining uchinchi shaxslar oldidagi moliyaviy majburiyatlarini bajara olmaslik holatiga keltirib qo'yishi mumkin bo'lgan boshqa har qanday bitimlarga atayin kirishishi;</li> <li>• ushbu shartnomani bajarish uchun zarur bo'lgan har qanday ruxsatnoma, litsenziya, registratsiya, guvohnoma va boshqa hujjatlarning o'z kuchini yo'qotishi (bekor bo'lishi);</li> <li>• Qarz oluvchi ushbu shartnoma bo'yicha hamda garov, ipoteka, sug'urta shartnomalari, shuningdek, mazkur shartnoma bilan bog'liq boshqa</li> </ul>	<ul style="list-style-type: none"> <li>• Deterioration of the Borrower's financial condition (inability to make payments, operating at a loss, non-liquid balance sheet, initiation of bankruptcy proceedings, etc.);</li> <li>• Improper maintenance of accounting records, submission of inaccurate (false) reports;</li> <li>• Failure by the Borrower to submit reports or refusal to undergo bank monitoring (inspection);</li> <li>• Discovery that the information and documents provided by the Borrower to the Bank during the loan documentation process are inaccurate or false;</li> <li>• The allocated loan becomes unsecured for any reason (loss, damage, depreciation of the collateral or deterioration of the guarantor's creditworthiness, etc.), and the Borrower fails to meet the Bank's demand to provide additional collateral, replace existing collateral, or reduce the loan balance to an adequately secured amount;</li> <li>• Merger, reorganization, reduction of capital, or commencement of liquidation of the Borrower;</li> <li>• The Borrower's founders entering into transactions aimed at deteriorating the Borrower's financial condition or alienating its property and demanding the Borrower take actions for such purposes;</li> <li>• The Borrower's intentional entry into any transactions that could lead to an inability to fulfill its financial obligations to third parties;</li> <li>• Loss (cancellation) of any licenses, registrations, certificates, or other documents required for the execution of this Agreement;</li> <li>• The Borrower's failure to fulfill obligations under this Agreement, pledge, mortgage, insurance</li> </ul>
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<p>shartnomalar bo'yicha majburiyatlarini bajarilmasligi;</p> <ul style="list-style-type: none"> <li>• vakolatli organlar tomonidan Qarz oluvchi faoliyatining tugatilishi yoki operatsiyalarni amalga oshirishini to'xtatilishi xususida choralar qo'llanilishi yoxud shunga o'xshash holatlarning yuzaga kelishi;</li> <li>• kredit mablag'lari hisobiga sotib olingan mulklar, tovar va uskunalarni o'z maqsadi bo'yicha ishlatmaslik va begonalashtirilishi;</li> <li>• Bank fikriga ko'ra, Qarz oluvchining ushbu Bitim bo'yicha o'z majburiyatlarini bajarish qobiliyatiga salbiy ta'sir ko'rsatishi mumkin bo'lgan har qanday hodisaning yuz berishi;</li> <li>• Qarz oluvchi tomonidan Bank yoki Bank guruhi a'zolari bilan tuzilgan boshqa shartnomalar bo'yicha to'lov yoki to'lovga doir bo'lmagan majburiyatlarning bajarilmasligi, shuningdek, Qarz oluvchining affillangan shaxsi yoki egasi tomonidan shunday majburiyatlarning bajarilmasligi holatida (kross-default);</li> <li>• Qarz oluvchining to'lov hisobvaraqlari yoki mol-mulki bo'yicha majburiy ijro jarayonlari, undiruv hujjatlari yoki mol-mulkni o'tkazish to'g'risidagi topshiriqnomalarning boshlanishi;</li> <li>• Qarz oluvchining faoliyatiga yoki o'z majburiyatlarini bajarish qobiliyatiga sezilarli ta'sir ko'rsatuvchi sud, tartibga soluvchi yoki nazorat organlari tomonidan ish yurituvining boshlanishi yoki tegishli qarorning qabul qilinishi;</li> <li>• Amaldagi qonunlar yoki tartibga soluvchi talablarning buzilishi, agar bu holat Qarz oluvchining faoliyatiga yoki ushbu Bitim bo'yicha majburiyatlarini bajarish qobiliyatiga sezilarli darajada ta'sir ko'rsatsa;</li> <li>• Qarz oluvchi yoki uning yuqori lavozimli mansabdor shaxslariga nisbatan jinoyat ishi qo'zg'atilishi yoki moliyalashtirilgan mablag'lardan foydalanish bilan bog'liq holda ayblov qarorining chiqarilishi;</li> <li>• Agar Qarz oluvchi, uning affillangan shaxslari yoki ushbu Bitim doirasidagi har qanday operatsiya sanksiyalar yoki boshqa cheklov choralari uchun bo'lib, bu Bank</li> </ul>	<p>agreements, and other agreements related to this Agreement;</p> <ul style="list-style-type: none"> <li>• Actions by authorized bodies to terminate the Borrower's activities or suspend its operations, or the occurrence of similar situations;</li> <li>• Failure to use or alienation of property, goods, and equipment purchased with loan funds for their intended purpose;</li> <li>• Occurrence of any event that, in the Bank's opinion, may adversely affect the Borrower's ability to fulfill its obligations under this Agreement;</li> <li>• Failure of the Borrower to fulfill any payment or non-payment obligations under any other agreements concluded with the Bank or any member of the Bank Group, or if any affiliate or owner of the Borrower fails to fulfill such obligations (cross-default);</li> <li>• Initiation of enforcement proceedings, attachment orders, or transfer warrants against the Borrower's payment accounts or property;</li> <li>• Initiation of judicial review, regulatory, or supervisory proceedings, or the issuance of any decision by a competent authority that materially affects the Borrower's operations or ability to fulfill its obligations;</li> <li>• Failure to comply with applicable laws or regulatory requirements, if such failure materially affects the Borrower's business or its ability to fulfill obligations under this Agreement;</li> <li>• Initiation of criminal proceedings or issuance of a decision to prosecute the Borrower or its senior officers in connection with its activities or use of the financed funds;</li> <li>• If the Borrower, any of its affiliates, or any transaction under this</li> </ul>
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<p>uchun ushbu Bitimni davom ettirishni noqonuniy yoki imkonsiz holga keltirsa;</p> <ul style="list-style-type: none"> <li>• Ushbu Bitimda belgilangan korrupsiyaga qarshi, AML/CFT (pul yuvishga va terrorizmni moliyalashtirishga qarshi kurash) yoki sanksiyalarni bajarish bo'yicha majburiyatlarning buzilishi;</li> <li>• moliyalashtirish uchun ajratiladigan mablag'larni qaytarilishiga salbiy ta'sir ko'rsatuvchi ushbu shartnomada nazarda tutilgan boshqa majburiyatlar, shu jumladan ushbu shartnomaning 5.4-bandidagi majburiyatlarning bajarilmasligi;</li> <li>• Uy-joylarni va noturarjoylarni sotishdan tushgan mablag'larni Bankda ochilgan hisobvarag'dan boshqa hisobvarag'ga kirim qilish.</li> </ul>	<p>Agreement becomes subject to sanctions or other restrictive measures, which make it unlawful or impossible for the Bank to continue this Agreement;</p> <ul style="list-style-type: none"> <li>• Violation of anti-corruption, AML/CFT, or sanctions-compliance obligations specified in this Agreement.</li> <li>• Breach of other obligations under this Agreement that may adversely affect repayment of allocated funds, including the obligations set out in Clause 5.4;</li> <li>• Transferring funds received from the sale of residential and non-residential properties to accounts other than the Bank account opened for this purpose.</li> </ul>
<p><b>X. MAJBURIYATLARNI BAJARMASLIK HOLATLARI VUJUDGA KELGANDA AMALGA OSHIRILADIGAN HARAKATLAR</b></p> <p>10.1. Majburiyatlarni bajarmaslik holatlari vujudga kelganligi Bank tomonidan aniqlangan taqdirda, Bank Qarz oluvchiga kreditlashni to'xtatish va foizlarni hamda kredit bo'yicha asosiy qarzni muddatidan oldin undirish xususida talabnoma yuboradi.</p>	<p><b>X. ACTIONS TO BE TAKEN IN CASE OF DEFAULT</b></p> <p>10.1. If the Bank identifies any events of default, it shall send a notice to the Borrower demanding suspension of financing and early repayment of the principal and interest.</p>
<p>10.2. Qarz oluvchi tomonidan aniqlangan holatlar talabnoma yuborilganidan so'ng 15 kalendar kuni ichida barataraf etilmagan taqdirda Bank quyidagi choralardan birini (yoki barchasini) qo'llashi mumkin:</p> <ul style="list-style-type: none"> <li>• Qarz oluvchining kreditdan foydalanishini to'xtatish;</li> <li>• kredit uchun foizlarni yuqori stavkada hisoblash;</li> <li>• ushbu shartnomada kelishilgan neustoykalarni va boshqa javobgarlik choralari qo'llash;</li> <li>• Qarz oluvchining hisobvarag'iga akseptsiz to'lov talabnomasi taqdim qilish;</li> <li>• kreditning asosiy qarzi, hisoblangan foizlar va boshqa to'lovlarni muddatidan oldin, undiruvni kredit ta'minotiga qaratgan</li> </ul>	<p>10.2. If the Borrower fails to rectify the identified breaches within 15 calendar days after the notice, the Bank may take any (or all) of the following measures:</p> <ul style="list-style-type: none"> <li>• Suspend the Borrower's access to the loan;</li> <li>• Apply a higher interest rate on the loan;</li> <li>• Apply penalties and other liability measures specified in this Agreement;</li> <li>• Submit a direct debit payment order to the Borrower's account;</li> <li>• Apply to the court to recover the principal, accrued interest, and other payments ahead of schedule by enforcing the collateral;</li> <li>• Exercise any other rights provided in this Agreement and applicable law.</li> </ul>

<p>holda undirish to'g'risida sudga murojaat qilish;</p> <ul style="list-style-type: none"> <li>• ushbu shartnomada va amaldagi qonunchilikda nazarda tutilgan boshqa huquqlardan foydalanish.</li> </ul>	
<p>10.3. Ajratiladigan ipoteka kreditlari hamda badal mablag'lari, shuningdek xaridorlarning to'g'ridan-to'g'ri qiladigan to'lovlari eskrou hisobvarag'iga kirim qilinmasa, loyihaviy moliyalashtirish uchun ajratilgan kredit/moliyalashtirish to'liq o'zlashtirilmagan bo'lsa, kredit liniyasi kirim qilinmagan summaga kamaytiriladi.</p> <p>Agar loyihaviy moliyalashtirish uchun ajratilgan kredit/moliyalashtirish to'liq o'zlashtirilgan bo'lsa, kredit/moliyalashtirish qoldig'i kirim qilinmagan summaga muddatidan avval kamaytiriladi yoki muddatidan oldin undirish bo'yicha talabnoma qo'yiladi.</p> <p>Shuningdek, Qarz oluvchi eskrou hisobvarag'iga shartnomaviy muddatda kiritilishi lozim bo'lgan mablag'larni o'z vaqtida kiritmasa, Qarzdorga nisbatan eskrou hisobvarag'iga kirim qilinmagan mablag'lar hajmining 10 foizi miqdorida jarima qo'llanilishi mumkin.</p>	<p>10.3. If the mortgage loans and contribution funds to be allocated, as well as direct payments made by purchasers, are not credited to the escrow account, and the loan/financing allocated for project financing has not been fully utilized, the credit line shall be reduced by the amount not credited.</p> <p>If the loan/financing allocated for project financing has been fully utilized, the outstanding loan/financing amount shall be reduced in advance or a demand for early repayment shall be issued for the amount not credited.</p> <p>Furthermore, if the Borrower fails to deposit the funds required to be credited to the escrow account within the contractual period, a penalty of 10 percent of the amount not credited to the escrow account may be imposed on the Borrower.</p>
<p>10.4. Loyiha tashabbuskoriga taqdim etilgan moliyalashtirish to'liq so'ndirilgunga qadar bo'lgan davrda sotuv jarayoni Loyiha tashabbuskori tomonidan 3 oy to'xtatib qo'yilsa yoki sotuv darajasiga salbiy ta'sir etuvchi omillar Bankning ogohlantirishidan so'ng 3 kalendar kuni ichida Loyiha tashabbuskori tomonidan bartaraf etilmasa, Bank moliyalashtirish jarayonini vaqtincha to'xtatish, sotuv darajasini oshirish bo'yicha Loyiha tashabbuskoridan zaruriy choralar ko'rishini talab qilish kabi huquqlaridan foydalanadi.</p>	<p>10.4. If, during the period until full repayment of the financing provided to the Project Initiator, the sales process is suspended by the Project Initiator for 3 months, or if factors negatively affecting the sales level are not eliminated by the Project Initiator within 3 calendar days after the Bank's warning, the Bank shall be entitled to exercise its rights to temporarily suspend the financing process and to require the Project Initiator to take necessary measures to increase the sales level.</p>
<p>10.5. Sanksiyalar bilan bog'liq noqonuniy holatlar:</p> <ol style="list-style-type: none"> <li>1) Agar Bank uchun, amaldagi biron-bir yurisdiksiya doirasida, ushbu shartnoma bo'yicha o'z majburiyatlarini bajarish, moliyalashtirish, to'lovni amalga oshirish yoki Qarz oluvchi bilan tuzilgan majburiyatlarini saqlab</li> </ol>	<p>10.5. Sanctions-Related Illegality:</p> <ol style="list-style-type: none"> <li>1. If, within any applicable jurisdiction, it becomes unlawful for the Bank to perform its obligations, provide financing, make payments, or maintain its commitments under this Agreement with the Borrower; or</li> </ol>

<p>turish noqonuniy bo'lib qolsa; yoki</p> <p>2) Agar Qarz oluvchi (yoki Guruhning har qanday a'zosi) Sanksiyalangan shaxs (Sanctioned Person) maqomini olsa:</p> <p>Bank bu holat haqida xabar topgach, zudlik bilan Qarz oluvchini xabardor qiladi (yoki 2-bandda nazarda tutilgan holatda — xabardor qilishi mumkin);</p> <p>Bank Qarz oluvchini xabardor qilganidan so'ng (yoki 2-bandda nazarda tutilgan holatda, agar Bank o'z bildirishnomasida yoki keyingi bildirishnomada shunday belgilasa), ushbu Bitim bo'yicha mavjud moliyalashtirish miqdori darhol bekor qilinadi;</p> <p>Qarz oluvchi (yoki 2-bandda nazarda tutilgan holatda, agar Bank o'z bildirishnomasida yoki keyingi bildirishnomada shunday ko'rsatsa) Bankka ushbu shartnoma bo'yicha to'lanishi lozim bo'lgan barcha summalarni Bank bildirishnomasida ko'rsatilgan sanada to'lashi shart.</p>	<p>2. If the Borrower (or any member of its Group) becomes a Sanctioned Person:</p> <p>Upon becoming aware of such circumstance, the Bank shall promptly notify the Borrower (or, in the case referred to in subparagraph 2 above — may notify the Borrower).</p> <p>Following such notification (or, in the case referred to in subparagraph 2 above, if so, specified by the Bank in its notice or subsequent notice), the amount of financing available under this Agreement shall be immediately cancelled.</p> <p>The Borrower (or, in the case referred to in subparagraph 2 above, if so, specified by the Bank in its notice or subsequent notice) shall repay to the Bank all amounts payable under this Agreement on the date specified in the Bank's notice.</p>
<p><b>XI. TOMONLARNING JAVOBGARLIGI</b></p> <p>11.1. Tomonlarning ushbu shartnomada ko'zda tutilgan majburiyatlarni bajarishdan bosh tortishi mazkur shartnoma shartlari va O'zbekiston Respublikasining amaldagi qonunchiligiga muvofiq javobgarlikka sabab bo'ladi.</p>	<p><b>XI. LIABILITY OF THE PARTIES</b></p> <p>11.1. The refusal of either Party to fulfill obligations under this Agreement shall result in liability in accordance with this Agreement and the laws of the Republic of Uzbekistan.</p>
<p>11.2. Asosiy qarzni qaytarish muddati kechiktirilganda (muddati o'tgan kredit), Qarz oluvchi Bankka asosiy qarzning muddati o'tgan qismiga butun kechiktirilgan davr uchun shartnomada belgilangan foiz stavkasining 1,2 baravari miqdorida (Yuqori foiz stavkasi) foiz to'laydi.</p>	<p>11.2. If the repayment of the principal is delayed, the Borrower shall pay the Bank interest at 1.2 times the agreed rate (Increased Interest Rate) on the overdue portion for the entire period of delay.</p>
<p>11.3. Foizlarni belgilangan muddatda to'lamaganlik va ular bo'yicha muddati o'tgan summalar vujudga kelgani uchun Qarz oluvchi Bankka kechiktirilgan to'lovning har bir kuni uchun kechiktirilgan to'lov summasining 0,1 foizi miqdorida, ammo kechiktirilgan to'lov summasining 50 foizidan oshmagan miqdorda penya to'laydi.</p>	<p>11.3. If interest payments are delayed, the Borrower shall pay the Bank a penalty of 0.1% of the overdue amount for each day of delay, not exceeding 50% of the overdue amount.</p>

<p>11.4. Qarz oluvchi kredit mablag'laridan maqsadsiz foydalansa, Bankka maqsadsiz foydalangan kredit summasining 20 foizi miqdorida jarima to'laydi.</p>	<p>11.4. If the Borrower misuses the loan, they shall pay the Bank a penalty equal to 20% of the misused amount.</p>
<p>11.5. Bank tomonidan Qarz oluvchiga o'z vaqtida kredit ajratilmaganda (Qarz oluvchi tomonidan bankka to'lov topshiriqnomasi taqdim etilganda), Bank Qarz oluvchiga kechiktirilgan to'lovning har bir kuni uchun kechiktirilgan to'lov summasining 0,1 foizi miqdorida, ammo kechiktirilgan to'lov summasining 50 foizidan oshmagan miqdorda penya to'laydi.</p>	<p>11.5. If the Bank fails to disburse the loan on time (upon submission of a payment instruction by the Borrower), the Bank shall pay the Borrower a penalty of 0.1% of the delayed amount for each day of delay, not exceeding 50% of the delayed amount.</p>
<p>11.6. Kechiktirilgan to'lovlar uchun undiriladigan jarima (penya) mablag'lari ijtimoiy maqsadlarda, jumladan, xayriya ishlari uchun yo'naltirilishi mumkin. Ushbu holat haqida mijoz oldindan rasmiy ravishda xabardor qilinadi.</p>	<p>11.6. Penalties (fines) collected for delayed payments may be allocated for social purposes, including charitable activities. The Client shall be officially informed of this in advance.</p>
<p style="text-align: center;"><b>XII. FORS-MAJOR HOLATLARI</b></p> <p>12.1. Tomonlar ushbu shartnoma bo'yicha majburiyatlarning qisman yoki to'liq bajarilmaganligi uchun, agar ushbu vaziyat shartnoma tuzilgandan keyin, Tomonlar oldindan ko'ra olmagan, oqilona choralar bilan bartaraf etish mumkin bo'lmagan favqulodda tUSDagi hodisalar natijasida vujudga kelgan yengib bo'lmaydigan kuch holatlarining oqibatlarini hisoblansa, javobgarlikdan ozod etiladi. Bunday vaziyatning yuz berishi Qarz oluvchini kreditni va unga hisoblangan foizlarni qaytarishdan ozod qilmaydi.</p>	<p style="text-align: center;"><b>XII. FORCE MAJEURE</b></p> <p>12.1. The Parties shall not be liable for partial or complete non-performance of obligations under this Agreement if such non-performance is due to force majeure events occurring after the Agreement was signed, which could not have been foreseen or prevented by reasonable measures. However, this does not exempt the Borrower from repaying the loan and accrued interest.</p>
<p>12.2. Fors-major holatlariga Tomonlarning irodasi va faoliyatlariga bog'liq bo'lmagan tabiat hodisalari (zilzila, ko'chki, bo'ron, qurg'oqchilik va boshqalar) yoki ijtimoiy-iqtisodiy holatlar (urush holati, qamal, davlat manfaatlarini ko'zlab import va eksportni taqiqlash va boshqalar) sababli yuzaga kelgan sharoitlar kiradi.</p>	<p>12.2. Force majeure includes natural disasters (earthquake, landslide, storm, drought, etc.) or socio-economic situations (state of war, blockade, prohibition of imports and exports in the state's interest, etc.) beyond the Parties' control.</p>
<p>12.3. Fors-major holatlariga asoslanadigan Tomon boshqa Tomonni bunday holatlar boshlanganligi to'g'risida yozma ravishda zudlik bilan xabardor qilishi va bunday holatlarning boshlanishi faktini tasdiqlovchi tegishli organ tomonidan berilgan hujjatni taqdim etilishi lozim. Majburiyatni bajarishni</p>	<p>12.3. The Party relying on force majeure circumstances shall immediately notify the other Party in writing of the occurrence of such circumstances and provide a document issued by a competent authority confirming the fact of their occurrence. The burden of proof that</p>

<p>imkoni bo'lmaganligini isbotlash fors-major holatlari yuz berganligiga asosanayotgan Tomon zimmasiga yuklatiladi.</p>	<p>the fulfillment of obligations was impossible due to force majeure circumstances shall rest with the Party invoking such circumstances.</p>
<p>12.4. Agar shartnomaning ushbu bo'limida ko'rsatilgan fors-major holatlari uch oydan ko'p vaqt davom etsa, u holda har qaysi Tomon boshqa Tomonni xabardor qilgan holda ushbu shartnomani bir tomonlama tartibda bekor qilish huquqiga ega. Bunda Tomonlar belgilangan tartibda ushbu shartnoma bo'yicha majburiyatlarning bajarilmay qolgan qismi bo'yicha uzil-kesil hisob-kitobni amalga oshirishlari shart.</p>	<p>12.4. If the force majeure circumstances specified in this section of the Agreement persist for more than three months, either Party shall have the right to unilaterally terminate this Agreement by notifying the other Party thereof. In such a case, the Parties shall make a final settlement in accordance with the established procedure with respect to the outstanding portion of the obligations under this Agreement.</p>
<p><b>XIII. NIZOLARNI HAL QILISH TARTIBI</b></p> <p>13.1. Tomonlar o'rtasidagi kelishmovchiliklar va/yoki ushbu shartnomada nazarda tutilmagan nizoli vaziyatlar yuzaga kelgan taqdirda, Tomonlar O'zbekiston Respublikasining amaldagi qonun hujjatlariga amal qilgan holda barcha kelishmovchiliklarni muzokara yo'li bilan hal etadilar.</p>	<p><b>XIII. DISPUTE RESOLUTION PROCEDURE</b></p> <p>13.1. In the event of disagreements and/or disputes not covered by this Agreement arising between the Parties, the Parties shall resolve all disagreements through negotiations in accordance with the applicable legislation of the Republic of Uzbekistan.</p>
<p>13.2. Tomonlar o'rtasida yuzaga kelgan nizo va kelishmovchiliklar muzokara yo'li bilan hal qilinmagan taqdirda, ular O'zbekiston Respublikasining amaldagi qonunchiligiga muvofiq, Bankning ushbu shartnoma asosida kredit ajratgan filiali joylashgan hududdagi sudga murojaat qilish orqali hal etiladi (Shartnoma bo'yicha sudlovga tegishlilik).</p>	<p>13.2. If the disputes and disagreements arising between the Parties cannot be resolved through negotiations, they shall be settled in accordance with the applicable legislation of the Republic of Uzbekistan by applying to the court located in the area where the branch of the Bank granting the loan under this Agreement is situated.</p>
<p>13.3. Bank kredit mablag'larining muddatida qaytarilmaganligi natijasida vujudga keladigan nizolarni sudgacha xal qilishning quyidagi usullaridan foydalanishi mumkin:</p> <ul style="list-style-type: none"> <li>• Qarz oluvchiga kredit to'lovlarini amalga oshirishi to'g'risida talabnoma yuborish;</li> <li>• Qarz oluvchining banklardagi barcha hisobvarag'laridan (asosiy, ikkilamchi, valyuta, depozit, plastik, maxsus va x.k.) pul mablag'larni uning roziligini olmagan holda yechib olish.</li> </ul>	<p>13.3. In case of disputes arising from the non-repayment of the loan funds on time, the Bank may use the following pre-trial methods:</p> <ul style="list-style-type: none"> <li>• Sending a demand letter to the Borrower to make loan payments;</li> <li>• Withdrawing funds from all of the Borrower's accounts in banks (primary, secondary, foreign currency, deposit, plastic, special accounts, etc.) without obtaining the Borrower's consent.</li> </ul>
<p>13.4. Bankning ushbu shartnomaning 12.3-bandida ko'rsatilgan usullardan</p>	<p>13.4. The Bank's non-use of the methods specified in clause 12.3 of this Agreement</p>

foydalanmasligi uni sudga murojaat qilish huquqidan mahrum qilmaydi.	does not deprive it of the right to apply to the court.
<p align="center"><b>XIV. ANTIKORRUPSIYA SHARTLARI</b></p> <p>14.1. Ushbu Shartnoma bo'yicha o'z majburiyatlarini bajarishda Tomonlar hech qanday pul mablag'larini yoki qimmatliklarni to'lamaydi, to'lashni taklif qilmaydi va to'lashga ruxsat bermaydi, bevosita yoki bilvosita har qanday shaxslarga ularning harakatlari yoki qarorlariga ta'sir ko'rsatish maqsadida, noqonuniy imtiyozlar yoki boshqa manfaatlar olish uchun.</p>	<p align="center"><b>XIV. ANTI-CORRUPTION PROVISIONS</b></p> <p>14.1. In the performance of their obligations under this Agreement, the Parties shall not pay, offer to pay, or authorize the payment of any money or things of value, directly or indirectly, to any persons in order to influence the actions or decisions of such persons with the purpose of obtaining any unlawful advantages or other benefits.</p>
<p>14.2. Ushbu Shartnoma bo'yicha o'z majburiyatlarini bajarishda Tomonlar amaldagi qonunchilikka muvofiq pora berish/qabul qilish, tijorat porasi/xodimni pora qilish, shuningdek, jinoyat yo'li bilan olingan daromadlarni legallashtirish va terrorizmni moliyalashtirishga qarshi kurash bo'yicha qo'llaniladigan qonunchilik va xalqaro hujjatlar talablarini buzadigan harakatlarni amalga oshirmaydi.</p>	<p>14.2. In the performance of their obligations under this Agreement, the Parties shall not engage in actions that are qualified under the applicable law as bribery, commercial bribery, bribery of an official, as well as actions that violate applicable legislation and international acts on anti-money laundering and combating the financing of terrorism.</p>
<p>14.3. Ushbu Shartnomaning har bir Tomoni boshqa Tomonni (yoki Bankning xodimlarini) hech qanday tarzda rag'batlantirishdan tiyiladi, jumladan, pul mablag'larini, sovg'alarni taqdim etish, bepul xizmat (ish) ko'rsatish yoki boshqa usullar orqali Bankning xodimini muayyan qaramlikka soladigan va uni rag'batlantiruvchi Tomon foydasiga har qanday harakatlarni amalga oshirishga qaratilgan harakatlardan.</p>	<p>14.3. Each Party to this Agreement undertakes to refrain from providing any incentives to the other Party (or employees of the Bank), including by offering money, gifts, gratuitous performance of works (services) in their favor, or other means that may create dependency of such employee and are aimed at securing the performance of any actions by such employee of the Bank in favor of the incentivizing Party.</p>
<p>14.4. Agar Tomonlardan birida antikorrupsiya shartlari buzilgan yoki buzilishi mumkin degan gumon paydo bo'lsa, tegishli Tomon boshqa Tomonni yozma ravishda yoki ishonch telefoni orqali og'zaki ravishda xabardor qilish majburiyatini oladi.</p>	<p>14.4. In the event that a Party suspects that a violation of any anti-corruption conditions has occurred or may occur, the respective Party undertakes to notify the other Party in writing or orally through a hotline.</p>
<p align="center"><b>XV. SANKSIYALAR BILAN BOG'LIQ TAVAKKALCHILIKLARNI BOSHQARISH SHARTLARI</b></p> <p>15.1. Ushbu bo'limdagi bandlarga nisbatan qo'llaniladigan atamalar:</p>	<p align="center"><b>XV. CONDITIONS FOR MANAGING RISKS RELATED TO SANCTIONS</b></p> <p>15.1. In relation to the terms of clauses of this Section:</p> <p>“Group” means a group of companies formed by the Borrower and related to</p>

<p>“Guruh” — O‘zbekiston Respublikasining “Aksiyadorlik jamiyatlari va aksiyadorlarning huquqlarini himoya qilish to‘g‘risida”gi Qonuniga muvofiq Qarz oluvchi tomonidan tashkil etilgan va u bilan bog‘liq kompaniyalar guruhi bo‘lib, unga foydali egalari (benefitsiar egalari) va bevosita ota-kompaniyalar kiradi.</p> <p>“Sanksiyalangan shaxs (Sanctioned Person)” — Sanksiyalar nishoniga olingan yoki ularga bo‘ysunuvchi har qanday jismoniy yoki yuridik shaxs bo‘lib, quyidagi holatlar ham bunga kiradi:</p> <ul style="list-style-type: none"> <li>– Sanksiyaga tortilgan shaxs tomonidan to‘g‘ridan-to‘g‘ri yoki bilvosita egalik yoki nazorat mavjud bo‘lsa;</li> <li>– Sanksiyalarga butun hududi bo‘ylab tatbiq etilgan davlat qonunchiligiga muvofiq tuzilgan, shu davlat fuqaroligiga ega yoki u yerda yashovchi shaxs bo‘lsa.</li> </ul> <p>“Sanksiyalar (Sanctions)” — quyidagi tashkilotlar (yoki ularning vakolatli organlari) tomonidan joriy etilgan, qo‘llanilgan yoki ijro etiladigan har qanday iqtisodiy yoki moliyaviy sanksiyalar, savdo embargolari yoki shunga o‘xshash choralarni anglatadi:</p> <ul style="list-style-type: none"> <li>– Birlashgan Millatlar Tashkiloti;</li> <li>– Amerika Qo‘shma Shtatlari;</li> <li>– Buyuk Britaniya va Shimoliy Irlandiya Qirolligi;</li> <li>– Yevropa Ittifoqi yoki uning a‘zo davlatlari;</li> <li>– O‘zbekiston Respublikasi vakolatli organlari; yoki</li> <li>– sanksiyalarni qo‘llash vakolatiga ega boshqa har qanday organ.</li> </ul> <p>“Sanksiyalangan yuridik/jismoniy shaxs” — sanksiyalar nishoniga olingan yoki ularga bo‘ysunuvchi jismoniy yoki yuridik shaxs bo‘lib, quyidagilarni o‘z ichiga oladi:</p> <ul style="list-style-type: none"> <li>– sanksiyaga tortilgan shaxs tomonidan to‘g‘ridan-to‘g‘ri yoki bilvosita egalik yoki nazorat;</li> <li>– sanksiyalar tatbiq etilgan davlat yoki hududda (shu jumladan, ammo ular bilan cheklanmagan holda: Birma/Myanma, Kuba, Eron, Shimoliy Koreya, Sudan, Venesuela va Suriya) tashkil etilgan, ro‘yxatdan o‘tgan yoki faoliyat yuritayotgan shaxslar, shuningdek ularning fuqarolari yoki rezidentlari.</li> </ul>	<p>him, as defined by the Law of the Republic of Uzbekistan “On Joint-Stock Companies and Protection of Shareholders' Rights”, including beneficial owners and immediate parent companies.</p> <p>“Sanctioned Person” means any private individual or entity designated as a target of Sanctions or otherwise subject to Sanctions (including, without limitation, consequences of the existence of:</p> <ul style="list-style-type: none"> <li>– direct or indirect ownership or control by any person designated as a target of Sanctions or</li> <li>– establishment in accordance with laws, or citizenship of or residence in any country subject to general Sanctions or Sanctions applicable in the entire territory thereof.</li> </ul> <p>“Sanctions” shall mean any economic or financial sanctions, trade embargo or similar measures imposed, administered or enforced by the following (or by any agency of any of the following):</p> <ul style="list-style-type: none"> <li>– United Nations;</li> <li>– United States of America;</li> <li>– United Kingdom of Great Britain and Northern Ireland;</li> <li>– European Union or any Member State;</li> <li>– any authority of the Republic of Uzbekistan or</li> <li>- any other authority competent for imposing sanctions.</li> </ul> <p>“Sanctioned Legal Entity/Private Individual” means any private individual or entity designated as a target of a sanction or otherwise subject to a sanction, including without limitation the consequences of the existence of</p> <ul style="list-style-type: none"> <li>– direct or indirect ownership or control of any person designated as a target of the sanction;</li> <li>– the establishment, in accordance with the law, of either the nationality or residence of, or the location or place of employment in any country or territory subject to sanctions throughout the country or territory (including, without</li> </ul>
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	limitation: Burma/Myanmar, Cuba, Iran, North Korea, Sudan, Venezuela and Syria, but subject to changes over time).
15.2. Ushbu Bitim bo'yicha o'z majburiyatlarini bajarishda Tomonlar har biri xalqaro iqtisodiy va moliyaviy sanksiyalar qonunlari va qoidalariga, shu jumladan AQSh, Yevropa Ittifoqi, Birlashgan Qirollik, BMT va O'zbekiston Respublikasi hukumati tomonidan joriy etilgan sanksiyalar bo'yicha me'yorlarga rioya qilishga va ularni qo'llab-quvvatlashga rozilik bildiradilar.	15.2. In carrying out their obligations under this Agreement, the Parties acknowledge and confirm that each of them will adhere to and support policies and procedures aimed at complying with international economic and financial sanctions laws and regulations, including those imposed by the United States, the European Union, UK, UN, and any measures or regulations introduced by the government of the Republic of Uzbekistan in relation to such sanctions.
15.3. Qarz oluvchi ushbu Bitim asosida ajratilgan kredit mablag'larini sanksiyaga tortilgan yoki cheklovga olingan tovarlar va xizmatlar importi, eksporti yoki qayta eksporti bilan bog'liq operatsiyalarni moliyalashtirish uchun ishlatmaslikka rozi bo'ladi.	15.3. The Borrower agrees that no loan funds provided under this Agreement will be used to finance imports, exports and/or re-export deliveries involving sanctioned/restricted goods or services to/from entities located in jurisdictions subject to sanctions.
15.4. Bank Qarz oluvchi va uning kontragentidan quyidagi ma'lumot va hujjatlarni so'rash huquqiga ega: kontragent to'g'risidagi to'liq ma'lumot, uning affillangan shaxslari ro'yxati, aksiyadorlari/founderlari tarkibi, boshqaruv organi, mansabdor shaxslari, xodimlari, mahsulot to'g'risidagi ma'lumotlar, yuk hujjatlari, texnik xususiyatlari, tashuvchi to'g'risidagi ma'lumotlar va boshqa zarur axborotlar.  Bu Bankka kontragent yoki qarz oluvchi sanksiyalar ro'yxatiga kiritilganligini yoki sanksiyalar rejimini buzish xavfi ostida faoliyat yuritayotganligini aniqlash imkonini beradi. Agar Qarz oluvchi barcha zarur ma'lumot va hujjatlarni taqdim etmasa, Bank kredit ajratishdan bosh tortish huquqiga ega.	15.4. The Bank has the right to request any necessary information or documents (information about the counterparty, its full details, the list of its affiliated persons, the composition of its shareholders/founders, its executive body, officials, employees, information about the products, shipping documents, product specifications, carrier information, and other necessary information) from the Borrower and its Counterparty in order to determine whether they are included in the sanctions lists or are conducting business in a manner which would expose the Bank to breach sanctions regimes. If the Borrower fails to provide all necessary documents and information, the Bank has the right to refuse to grant the loan.
15.5. Agar Bank tomonidan moliyalashtirilgan shartnomaning ishtirokchilaridan biri Rossiya Federatsiyasi, Belarus Respublikasi, Eron yoki xalqaro iqtisodiy va moliyaviy sanksiyalar ostidagi boshqa mamlakatda ro'yxatdan o'tgan bo'lsa, Bank Qarz oluvchidan xalqaro e'tirof etilgan va reytingi yuqori bo'lgan yuridik firma tomonidan	15.5. If one of the Parties to the Agreement that is financed by the Bank loan is registered in Russia, the Republic of Belarus, Iran or any other country under international economic and financial sanctions, the Bank has the right to require the Borrower to obtain a legal opinion from an internationally recognised and rated law firm confirming

<p>tayyorlangan xalqaro sanksiyalar qonunchiligiga muvofiqlikni tasdiqlovchi huquqiy xulosani (legal opinion) taqdim etishni talab qilish huquqiga ega.</p> <p>Mazkur huquqiy xulosa Bankning kredit operatsiyalarini amalga oshirishining majburiy sharti hisoblanmaydi, va Bank bu borada mustaqil qaror qabul qilish huquqini o'zida saqlab qoladi.</p>	<p>compliance with the requirements of international legislation on economic or financial sanctions. This legal opinion is not considered mandatory for the Bank to proceed with loan operations, and the Bank reserves the right to make an independent decision in carrying out these operations.</p>
<p>15.6. Huquqiy xulosani tayyorlash bilan bog'liq xarajatlar Qarz oluvchiga yuklanadi va Bank tomonidan qoplanmaydi.</p>	<p>15.6. The costs incurred by the Borrower in obtaining a legal opinion will not be reimbursed by the Bank.</p>
<p>15.7. Agar Qarz oluvchi yoki uning operatsiyasi sanksiyalar ta'siriga tushgan bo'lsa yoki sanksiya xavfi mavjud bo'lsa, Bank qo'shimcha ma'lumot so'rash, bitim summasini cheklash yoki kredit ajratish/ajratilgan mablag'ni to'lashdan bosh tortish huquqiga ega.</p>	<p>15.7.If the Borrower or its operation is/could be subject to sanctions or is at risk of being sanctioned, the Bank has the right to request additional information for the purpose of reviewing the operation, limit the transaction amount, or refuse to grant/disburse the loan.</p>
<p>15.8. Agar Qarz oluvchining kontragentiga (yoki uni xizmat ko'rsatuvchi bankka) nisbatan sanksiya choralari qo'llanilsa, Qarz oluvchi ushbu cheklovlarga rioya etish choralari ko'rish shart — masalan, huquq va majburiyatlarni sanksiyalarga tortilmagan boshqa tomon zimmasiga o'tkazish yoki kontragentning xizmat ko'rsatuvchi banki sanksiya ostida bo'lsa, u sanksiyalarga tortilmagan bankka o'tishi lozim.</p> <p>Qarz oluvchi ushbu talablarga rioya qilmasa, Bank kreditni ajratish yoki to'lovni amalga oshirishdan bir tomonlama ravishda bosh tortish huquqiga ega.</p>	<p>15.8. If any restrictions related to the sanctions regime are applied to the Borrower's counterparty (or its servicing bank), the Borrower is obliged to take measures to comply with them (transfer rights and obligations to another party to which sanctions restrictions are not applied, or if the counterparty's servicing bank is under sanctions, the counterparty must switch to a bank not subject to sanctions, etc.). If the Borrower fails to comply with these requirements, the Bank has the right to unilaterally refuse to grant/disburse the loan.</p>
<p>15.9. Agar Qarz oluvchining faoliyati xalqaro sanksiyalar rejimlariga zid deb topilsa yoki Bank Qarz oluvchining tashqi savdo operatsiyalarini amalga oshirishdan bosh tortsa, Bank ushbu qoidalar buzilganini tasdiqlovchi faktlar/materiallarni ilova qilgan holda besh (5) ish kuni ichida Qarz oluvchining pochta manziliga yozma bildirishnoma yuboradi.</p>	<p>15.9. If the Borrower's activity is found to be non-compliant with international sanctions regimes, or in cases where the Bank refuses to carry out the Borrower's foreign trade operations, the Bank shall send a written notice to the Borrower's postal address within five (5) business days, attaching facts/materials confirming the violation of the rules.</p>
<p>15.10. Agar Qarz oluvchi bildirishnomada keltirilgan ma'lumot va materiallar bilan norozi bo'lsa, u uch (3) ish kuni ichida Bankka o'z e'tirozlarini yozma ravishda taqdim etish huquqiga ega.</p>	<p>15.10. If the Borrower has grounds to dispute the facts/materials regarding the violation of the provisions outlined in the written notice, the Borrower has the right to present them to the Bank within 3</p>

	(three) business days from the date of receiving the notice.
15.11. Bank krediti mablag'laridan foydalanganda, Qarz oluvchi quyidagilarga kafolat beradi: uning kontragentlari, kontragentning xizmat ko'rsatuvchi banki, ularning affillangan shaxslari, aksiyadorlari yoki asoschilari, boshqaruv organlari, mansabdor shaxslari, xodimlari hamda ular tomonidan taqdim etilayotgan tovarlar va xizmatlar sanksiyalar ro'yxatiga kiritilmagan.	15.11. When using the Bank's loan, the Borrower guarantees that neither its counterparty, the counterparty's servicing bank, their affiliated persons, the counterparty's shareholders or founders, its executive body, their officials, employees, nor the goods and services being received are included in the sanctions list.
15.12. Ushbu Bitim amal qilgan butun davr mobaynida, Qarz oluvchi (va Guruhning hech bir a'zosi) kredit mablag'larini to'g'ridan-to'g'ri yoki bilvosita sanksiyalarni buzishga olib keladigan tarzda ishlatmasligi (yoki ularni boshqa shaxslarga qarz, sovg'a yoki boshqa shaklda taqdim etmasligi) kerak.  Bu mablag'lar sanksiyalangan shaxslarning faoliyatini moliyalashtirish, qo'llab-quvvatlash yoki ular foyda ko'radigan har qanday operatsiyani amalga oshirish uchun ishlatilmasligi lozim.	15.12. For the entire duration of the Agreement, the Borrower shall not (and shall ensure that no member of the Group), directly or indirectly use loan funds (or lend, give, or otherwise make such funds available to any person), in any manner that would result in a violation of the Sanctions by the Bank (including the manner in which these funds are used to finance or facilitate any business or transaction of the Sanctioned Person or persons associated with them or through which these funds would be made available to Sanctioned Persons or from which these persons would benefit).
15.13. Qarz oluvchi o'z mablag'lari hisobidan Bankka to'lanadigan yoki o'tkaziladigan summalar bo'yicha sanksiyalangan shaxslarning hech qanday huquqiga ega emasligiga hamda sanksiyalangan shaxslar bilan operatsiyalar yoki faoliyatdan olingan daromadlar Bankka bo'lgan qarzlarni to'lash uchun ishlatilmasligiga kafolat beradi.	15.13. The Borrower must ensure that no person who is a Sanctioned Person has any right to funds repaid or transferred by the Borrower to the Bank in connection with the placement, and that no income or benefit from any activity or transaction with the Sanctioned Person will be used to repay the amount owed to the Bank in connection with the placement.
15.14. Qarz oluvchi o'z bosh kompaniyasi tomonidan yoki Guruh doirasida ushbu Bitim imzolangan sanadagi faoliyat yo'nalishining umumiy mohiyatini sezilarli darajada o'zgartirishini ta'minlashi shart.	15.14. The Borrower must ensure that its parent company does not make a material change to the general nature of the business of the Borrower (the Borrower's parent company) and the Group as a whole, compared to that performed on the date of signing of this Agreement.
<b>XVI. BOSHQA SHARTLAR</b>  16.1. Sotuvdan tushgan mablag'larni 2025 yil 1 iyuldan 2025 yil 31 dekabrga qadar qurilishda ulushdorlarning mablag'larini jalb	<b>XVI. MISCELLANEOUS PROVISIONS</b>  16.1. Funds received from sales from July 1, 2025, to December 31, 2025, shall be attracted to the construction through

<p>qilish “eskrou” hisobvaraqlari orqali hamda amaldagi to‘g‘ridan to‘g‘ri ulushli ishtirok etish mexanizmi orqali amalga oshiriladi.</p> <p>Bunda, qurilishda ishtirok etuvchi taraflar ushbu ikki mexanizmdan birini ixtiyoriy ravishda tanlash huquqiga ega. 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>the participants’ contributions via “escrow” accounts as well as through the existing direct shared participation mechanism. The parties participating in the construction shall have the right to choose either of these two mechanisms at their discretion. From January 1, 2026, however, fund attraction shall be allowed only through “escrow” accounts (these deadlines may be extended based on relevant government legal acts).</p>
<p>16.2. Ushbu shartnoma Qarz oluvchining uchinchi shaxslar bilan tuzgan har qanday turdagi shartnomalari (bitimlari)dan yuridik jihatdan mustaqil bo‘lib, Qarz oluvchi uchinchi shaxslar bilan tuzgan shartnomalari (bitimlari) qoidalari asoslanib Bankka e’tiroz bildirmaydi.</p>	<p>16.2. This Agreement is legally independent from any contracts (agreements) concluded by the Borrower with third parties, and the Borrower shall not raise objections to the Bank based on the provisions of such contracts (agreements).</p>
<p>16.3. Har bir tomon ushbu shartnoma predmeti va shartlariga bog‘liq ma’lumotlarning maxfiyligini saqlaydilar. Ushbu ma’lumotlarning O‘zbekiston Respublikasi qonunchiligiga ko‘ra tegishli organlarga berilishi bundan mustasno.</p>	<p>16.3. Each Party shall maintain the confidentiality of information related to the subject and terms of this Agreement, except for cases when such information must be provided to relevant authorities in accordance with the legislation of the Republic of Uzbekistan.</p>
<p>16.4. Ushbu shartnoma Tomonlar o‘rtasida imzolanganidan so‘ng kuchga kiradi hamda Tomonlar o‘z majburiyatlarini to‘liq bajargunlariga qadar amal qiladi.</p>	<p>16.4. This Agreement shall come into force upon its signing by the Parties and shall remain in effect until the Parties fully fulfill their obligations.</p>
<p>16.5. Uy-joy qurilishini loyihaviy moliyalashtirish jarayoni Qarz oluvchi va bank o‘rtasida tuziladigan Bosh kelishuv va loyihaviy moliyalashtirish shartnomasiga asosan tartibga solinadi.</p>	<p>16.5. The process of project financing for housing construction shall be governed by the General Agreement and the Project Financing Agreement concluded between the Borrower and the Bank.</p>
<p>16.6. Mazkur shartnomani o‘zgartirish va bekor qilish tomonlarning kelishuviga ko‘ra yoki O‘zbekiston Respublikasining qonun hujjatlariga muvofiq sud tartibida amalga oshirilishi mumkin.</p>	<p>16.6. This Agreement may be amended or terminated by mutual agreement of the Parties or through judicial procedure in accordance with the legislation of the Republic of Uzbekistan.</p>
<p>16.7. Ushbu shartnomaga barcha o‘zgartirish va qo‘shimchalar yozma shaklda, imzolagan qo‘shimcha kelishuvlar tarzida rasmiylashtiriladi. Ushbu shartnoma va qo‘shimcha kelishuvlar shartlari bir-biriga zid bo‘lgan taqdirda, ko‘shimcha kelishuv shartlari amal qiladi.</p>	<p>16.7. All amendments and additions to this Agreement shall be made in writing in the form of additional agreements signed by the Parties. In case of contradictions between the terms of this Agreement and additional agreements, the terms of the additional agreements shall prevail.</p>

<p>16.8. Bank ushbu shartnoma doirasidagi har qanday xabarnoma, ogohlantirish yoki talabnomani o'z ixtiyoriga ko'ra Qarz oluvchi tomonidan ushbu shartnomaning 15-bo'limida ko'rsatilgan pochta manziliga buyurtma xat ko'rinishida, telefon raqamiga SMS-xabar ko'rinishida, elektron manziliga elektron xabar ko'rinishida yuborishi mumkin. Xabarnoma, ogohlantirish yoki talabnoma "Internet-banking" dasturi orqali ham yuborilishi mumkin.</p> <p>Xabarnoma, ogohlantirish yoki talabnomani ushbu badda ko'rsatilgan usullarning faqat bittasidan foydalangan holda yuborilishi Qarz oluvchiga ushbu xabarnoma, ogohlantirish yoki talabnoma lozim darajada yetkazilgan deb hisoblash uchun kifoya.</p>	<p>16.8. The Bank may, at its discretion, send any notice, warning, or demand within the framework of this Agreement to the Borrower's postal address specified in Section 15 of this Agreement in the form of a registered letter, SMS message to the telephone number, or electronic message to the email address. Notifications, warnings, or demands may also be sent via the "Internet-banking" system.</p> <p>The use of any one of the methods specified in this clause shall be sufficient to consider that the notification, warning, or demand has been properly delivered to the Borrower.</p>
<p>16.9. Mazkur shartnoma tomonlardan xar biri uchun, bir xil yuridik kuchga ega bo'lgan o'zbek va ingliz tilida 2 (ikki) nusxada tuzildi. Nizo yoki tafovutlar yuzaga kelgan taqdirda, uzbek tilidagi matn ustuvor hisoblanadi.</p>	<p>16.9. This Agreement is executed in two (2) copies in the Uzbek and English languages, each having equal legal force, one for each Party. In case of discrepancies, Uzbek shall prevail.</p>

**XVII. TOMONLARNING YURIDIK MANZILLARI, TO'LOV REKVIZITLARI VA IMZOLARI // LEGAL ADDRESSES, PAYMENT DETAILS AND SIGNATURES OF THE PARTIES**

**Bank / Bank**

**Qarz oluvchi / the Borrower**

**"Ipoteka-bank" ATIB**

\_\_\_\_\_ filiali /

**Branch of JSCMB "Ipoteka-bank"**

**Manzil:** \_\_\_\_\_

**Manzil:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**h/r** \_\_\_\_\_

**h/r** \_\_\_\_\_

**STIR** \_\_\_\_\_ **MFO** \_\_\_\_\_

**STIR** \_\_\_\_\_ **MFO** \_\_\_\_\_

**Filial boshqaruvchisi / Manager of the \_\_\_\_\_ branch:** \_\_\_\_\_

\_\_\_\_\_ / \_\_\_\_\_:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_