

MOST IMPORTANT TERMS AND CONDITIONS (MITC)
(Agrim Housing Finance Private Limited)

The Most Important Terms and Conditions (“the MITC”) for the loan agreed to between Applicant(s)/ Co-applicant(s) (hereinafter individually and/or collectively referred as “the Borrower”) and AGRIM Housing Finance Private Limited (hereinafter referred as “the Lender” or “Company”) are mentioned below and are to be read and understood in conjunction with the terms contained in the Loan Documents.

The MITC mentioned here are merely indicative and not exhaustive. The Loan shall be governed by the Loan Documents. In the event of a contradiction between the terms and conditions set out hereinbelow and the Loan Documents, the terms and conditions of the Loan Documents shall prevail.

1. **Loan:** The loan amount, rate of interest, tenure etc. are based on various factors such as eligibility, repayment capacity, various risks, track record, cost and market value of the property etc. and hence shall vary for each individual loan and is based on internal policies of the Company and shall be set as set out under the Sanction Letter. The sanction and disbursement of the Loan is at the sole discretion of the Company.

Rate of Interest – The rate of interest applicable to the Loan shall be Fixed/ Floating Fixed- o-Floating.

- i. Fixed Rate - In the event the Borrower has opted for a Fixed Rate of interest, the interest rate shall remain fixed throughout the tenure of the Loan. The applicable Fixed Rate shall be the prevailing interest rate on the date of disbursement.
- ii. Floating Rate - In the event the Borrower has opted for the Floating Rate of interest, the Borrower shall be liable to pay the interest at the Floating Rate +/- the margin (in terms of %). The Floating rate of interest shall be based on CHFRR as decided by the Company from time to time. “CHFRR” means the applicable reference rate of interest as on reset date and reset time frequency as decided by the Company from time to time based on prevailing market conditions and guidelines of any statutory authority and/or as per the internal policy of the Company. Any change in CHFRR shall be notified by the Company through its website or account statements or its branches or any such medium as the Company may consider appropriate.
- iii. Fixed-o-Floating Rate – In the event the Borrower has opted for Fixed-o-Floating rate of interest, the Borrower shall be liable to pay the Fixed Rate of interest for an initial period in the manner indicated under Clause a (i) above and after the said initial period at the Floating Rate in the manner as indicated under Clause a (ii) above.
- iv. At the sole discretion of the Company, you shall have an option to convert from Fixed Rate of Interest scheme to a Floating Rate of Interest scheme or vice versa, post payment of applicable switch charges on the principal outstanding and service tax as applicable at the time of exercising this option.
- v. Notwithstanding anything to the contrary stated hereinabove, the rate of interest is subject to revision in terms of the Disbursement Letter to be executed by you and the same shall be communicated to you through Letter, e-mail, and SMS shall be displayed on the Company’s website.

Tenure – The Loan tenure shall be fixed at the discretion of the Company which shall depend on the age of the Borrower, risk profile, age of the property and the specific product/ program opted by the Borrower. The tenure of the Loan may be modified by the Company at its sole discretion at any time during the Loan.

2. Fees and Other Charges: The following charges are applicable as on date, and are subject to change from time to time as updated on the Company’s website www.agrimhfc.com. The charges applicable will be based on the prevailing charges at the time of the transaction; applicable taxes & cess shall be extra.

a. On Application –Standard Rate of Interest

Sr. No.	Product	Charge Amount	When Applicable
1	Home Loan	From 9.50% to 18.00%	Rate of Interest would depend upon various factors like Loan Amount, Product, Borrower Profile etc. and may vary from Loan to Loan. Rates will be Fixed for first 3 years and then
2	Loan Against Property	From 12.00% to 24.00%	

would be Floating.

b. On Application –

Sr. No.	Details of Charges	Charge Amount	When Applicable
1	Login Fee (Non-Refundable)	Minimum Rs. 2500 + GST and Maximum Rs. 5000 + GST	At the time of login of any fresh Proposal or relogging in proposal after the Sanction period is over
2	Processing Fee (Non-Refundable)	Max. Up to 3.00% + GST	Before issuing final Sanction. To be collected basis in-principle Offer Letter

c. During the term of the loan – All Values are Provided as Maximum Amounts which can be charged and may be lower depending upon Location, Product and/or Type of Property.

Sr. No.	Details of Charges	Charge Amount	When Applicable
3	Valuation Charges	Rs. 5000.00 + GST per property	If multiple properties are provided as collateral
4	Legal Charges	Rs. 5000.00 + GST per property	If multiple properties are provided as collateral
5	Charges for Repayment Schedule	1. NIL for the first time 2. Rs. 250 + GST	After 100% disbursement of loan
6	Charges for Statement of Account	Rs. 1000.00 + GST	At any point during the loan
7	Charges for List of Original Documents	Rs. 1000.00 + GST	
8	Original Document Retrieval Charges	1. Rs. 500.00 + GST for Single Document 2. Rs. 750.00 + GST for Agreement Copy	At any point during the loan
9	Instrument Return Charges	Rs. 500.00 + GST	Right from Logging in the File
10	Collection Charges	1. NIL if customer pays at Office Premises 2. Rs. 750.00 + GST if collected at customers premises	
11	Cheque / ECS / ACH Swapping charges	Rs. 500.00 + GST	
12	Reschedule Charges	Flat 1.00% + GST of outstanding Loan amount or Rs. 5000.00 + GST whichever is higher	
13	Documentation Charges	Rs. 5000.00 + GST	For all insurance cases
14	Stamping Charges	At Actual to be borne by customer	Before disbursement
15	Registration or Intimation Charges	Rs. 3500.00 + GST	Before disbursement
16	PDD charges	Rs. 100.00 + GST, per PDD per month	Undertaking to be collected from customer prior to disbursement
17	Interest Certificate	NIL	Provisional will be shared with the customer, Final certificate on demand will be chargeable
18	Welcome Letter	NIL	First time it will go after disbursement, Subsequently if customer requests for it again, the same will be chargeable

d. On Foreclosure –

Sr.	Details of Charges	Charge Amount	When Applicable
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No.			
19	Charges for Foreclosure Letter	NIL for the first time	on repeat demand in 12 months span
20	Pre-payment charges	1. NIL for Home Loan in variable ROI 2. For LAP and HL in Fixed ROI	At any point during the loan
		a) Lock-in for 12 Months	
		b) from 13-24 Months 7%	
		c) From 25-36 Months 5%	
		d) >= 37 Month 4%	
21	NOC	1. NIL for sharing NOC at the time of closure of account. 2. Rs. 500 + GST, Charges if NOC demanded by customer subsequently	At the time of closure of account, NOC would be shared with the customer, subsequently if NOC is demanded, it will be chargeable and will be given as "Duplicate"

e. Penalty for delayed payments –

Sr. No.	Details of Charges	Charge Amount	When Applicable
22	Penal / Overdue Charges	3.00% per month on the Amount Overdue and to be compounded monthly	On overdue payment

3. **Security for the Loan:** Security of the loan would be the first equitable/ registered mortgage of the Property that is being financed (the details whereof are set out in the Loan Documents) and/ or any other collateral security, unless otherwise specially approved by the Company. Collateral or interim security could be Fixed Deposits and/ or Life Insurance policies and/ or Guarantee from sound & solvent individuals and/ or pledge of shares and/ or any other such investment that may be acceptable to the Company.

The Borrower shall produce such original/copy of title deeds, documents, reports as may be required by Company. The Borrower shall bear all the charges payable for the creation of said security and shall take all the steps required for the perfection thereof. The plan for the construction of the Property offered as Security shall be approved by the competent authority and the same shall not be violated by the Borrower or any other person at any point of time during the currency of the Loan.

4. **Insurance of the Property/Borrowers:** The Borrower shall, for so long as any portion of his dues is outstanding/payable to the Lender, fully insure and keep the Property that is being financed insured at his/ her/ its/ their own costs with the name of the Lender recorded as 'the Beneficiary' and such insurance for the Property shall be standard comprehensive package policies covering all comprehensive risks, including but not limited to fire, earthquake, riot, civil commotion, floods and such additional risks/ liability to which the property is normally exposed. In the event of any failure by the Borrower to obtain such insurance policy and/ or to furnish proof of the same to the Lender, the Lender may (but shall not be bound to) insure the property at the Borrower's cost. If the Lender pays the insurance premium, or any other monies, for/ towards the insurance of the property, the Borrower shall reimburse all such sums paid by the Lender.

Security should be fully insured for all risks and charge of AGRIM Housing Finance Private Limited shall be noted on the policy at your cost.

Appropriate security acceptable to AHFPL shall be created for disbursement.

The terms & conditions including claims & coverage will be governed by the issuer of such insurance policy. Please note that the role of the Lender under the insurance policy would be that of a facilitator and the decision to cover and settle any future claim under the policy would solely rest with the insurance company. Insurance is the subject matter of solicitation

5. Conditions for disbursement of the Loan/ Instalment of the Loan:

- Legal scrutiny report of the property to be received and to be positive
- Subject to legal and technical clearance Report.

- Registered/ Equitable Mortgage of the property to be done.
- 10 SPDCs require of Applicant and 3 SPDCs Required from co Applicant Account prior to disbursement.
- Own Contribution proof with bank reflection is to be submitted before disbursement.
- Subject to repayment of EMI through ACH/ ECS from your account.
- Subject to Positive RCU and FI Report
- Subject to Loan amount not exceeding 90% of the total cost or the market value of the property whichever is less
- Property to be legally and technically cleared.
- All Verifications to be positive.
- Any other Document as suggested by Legal to be collected on case to case basis and customer will co-operate for the same
- Borrower to comply with the Guidelines of National Disaster Management Authority (NDMA) Guidelines while constructing the property which are as under.

(a) the individual/business enterprise seeking financial support from AHFPL to undertake any new construction or to make any addition, alteration, modification or retrofitting of existing construction will submit to the bank or lending institution the complete architectural and structural designs of the said construction demonstrating that the proposed structure/alteration is capable of withstanding all the natural hazards posing risk and vulnerability to the region where the construction of the building is proposed, and

(b) AHFPL will undertake independent technical review of the complete architectural and structural designs of the proposed construction; separately for new construction and retrofitting of existing constructions or alterations or existing constructions; with the assistance of its own internal peer reviewers, and take a decision on the loan application based on the outcome of such review which would in line with NDMA guidelines laid down and other relevant factors related to the proposed construction.

6. Repayment of the Loan and Interest:

- If the monthly instalments or any other payments due, are not paid on or before the due date, substitute interest of 3% p.m. shall be charged for the period of default with compounding at monthly rests. Failure of the bank to send notice for payment or deposit of post-dated cheques shall not serve as a reason for non-payment of monthly instalments
- The rate of interest as indicated above is the current rates of interest applicable on the loan. The actual interest rate chargeable on the loan and the EMI/PRE EMI would be as prevailing on the date of disbursement of the loan.
- Due dates for payment of pre-EMI and EMI/MI depends on the date of the first disbursement made and the Pre EMI-Interest is payable every month.
- All payments to be made favouring AGRIM Housing Finance Private Limited

7. Prepayment Charges –As per Rules of AHFPL to be rolled out from time to time.

8. General Terms and conditions: -

- This offer is valid for a period of 60 days from the date hereof.
- All usual formalities applicable to the Property Finance facility shall be complied with.
- The title of the security should be clear and marketable.
- Loan will be disbursed in stages on the basis of work progress certificate of the Technical valuer (in case of construction) and directly to the seller OR to the Bank (in case of transfer or foreclosure from other Banks or Financial Institutions) or Borrower (in case of refinance) on request from the borrower. No disbursement will be made unless proof of payment of your own contribution, in the total cost of the Property (Agreement value + stamp duty + registration fees- this sanction limit) is submitted.
- Processing Fees will be collected as per Rules of AHFPL.
- The plan should be approved by the competent authority and AHFPL. The construction shall be completed.
- Borrower shall inform AHFPL in writing about the change in address, job, business, profession as the case may be immediately after such change.
- The borrower is prohibited from using the loan amount or any part thereof for any purpose other than for which it has been sanctioned.

- For NRIs/PIOs, repayment of loan and payment of interest and other dues to be made by remittances from abroad through normal banking channels or out of funds in NRE/ FCNR/ NRO account in India
- AHFPL may revoke in part or in full or withdraw/stop financial assistance at any stage without any notice, or giving any reasons for any purpose whatsoever. Without prejudice to the aforesaid, this sanction shall stand revoked in the event of any material change in the proposal/ application/facts on the basis of which the loan has been sanctioned.
- Apart from these General Terms and conditions, special conditions as written in the main Sanction prevail.

1. The annual outstanding on the Loan will be issued on April 30 every year.
2. Brief indicative procedure to be followed for Recovery of the Overdues: On occurrence of any event of default as mentioned in the Loan Agreement (“Event of Default”), all outstanding amounts owned by the Borrower to the Lender shall become payable forthwith and the Lender reserves the right to undertake such necessary processes/measures to enforce its rights under the Loan Agreement including but not limited to charging Overdue Charges for the delayed payment, recovery of over dues by enforcing the Security in accordance with the remedy available under the Law. The actual procedure shall be determined by the Lender depending upon the circumstances of each case.

Insurance of the Property/Borrowers: Borrower to provide Fire and Earthquake Insurance for the property within 30 Days from the disbursement with sole loss payee name of AGRIM Housing Finance Private Limited Non-compliance will attract penalty of Rs.500.00 per month.

Customer Services and Grievances : In case of any complaint/grievance regarding the loan, the customer may approach Branch - In-charge of the business location where he/she had his/her account and make an entry in the Complaint Register maintained at the Branch (During the working hours from 9.30 am to 6 pm) Customer may also write / communicate with the concerned location for redressal of the grievance. The complaint would be resolved within 15 working days of receipt of the same if possible.

Grievance Redressal	
First Level	
Contact to lodge the complaint	Branch Manager of the branch location where he/she has his/her account and register complaint letter /email / visiting the branch office, Lodge a written complaint
Resolution time	15 working days
Second Level	
E-mail ID / Contact no to lodge the complaint	contact@agrimhfc.com Call us at 1800-123-8841
Contact to lodge the complaint	AGRIM HOUSING FINANCE PRIVATE LIMITED 609, Inizio, Opposite Procter and Gamble, Chakala, Andheri (E), Mumbai 400069, Maharashtra, India Tel: +91 22 28323404
Resolution time	10 working days

In case the complainant is still dissatisfied with the response received/ or where no response is received, the Complainant may approach the Complaint Redressal Cell of National Housing Bank by lodging its complaint in online mode at the link <https://grids.nhbonline.org.in/>, OR in offline mode by post, in the prescribed format available at link

<http://nhb.org.in/Grievance-Redressal-System/Lodging-Complaint-Against-HFCs-NHB%E2%80%93Physical-Mode.pdf>

at the following address:

Complaint Redressal Cell,
Department of Regulation & Supervision, National
Housing Bank,
4th Floor, Core-5A, India Habitat Centre,
Lodhi Road, New Delhi-110003 or E-mail at
crcell@nhb.org.in

1. Disclosure: The Company is authorized to disclose from time to time any information relating to the loan to any Credit Bureau (existing or future) approved by Govt. of India or any other authority as may be required from time to time without any notice to the customer.

It is hereby agreed that for detailed terms and conditions of the loan, the parties hereto shall refer to and rely upon the Loan Agreement and other security documents executed/ to be executed by them. The details contained in this document may be subject to change as per company policies and in line with the terms contained in the Loan Agreement.

The above terms and conditions have been read by the Borrower(s) / read over to the Borrower(s) and have been understood by the Borrower(s). The Borrower(s) has received a copy of the MITC and has appended his/her/their signatures / thumb impression to this document of his free consent and volition in sound state of mind after understanding the terms and conditions mentioned herein, under the Loan Documents and the Sanction Letter.

Signature or thumb impression of the Borrower/(s) Signature & Name of the authorized person
/Guarantor(s)

AGRIM Housing Finance Private Limited

Note:

- 1. Duplicate copy of the MITC should be handed-over to the Borrower(s).*
- 2. Acceptance of MITC to be obtained from the Borrower(s) for processing disbursement.*