

# **MOST IMPORTANT TERMS AND CONDITIONS (MITC)**

(For Individual Housing Loan)

Ref: Appendix XII (b) of Master Direction – Non-Banking Financial Company – Housing Finance Company (Reserve Bank) Directions, 2021

The Most Important Terms and Conditions (MITC) of the loan between the Borrower/s – and Svatantra Micro Housing Finance Corporation Limited, a Company incorporated under the Companies Act, 1956 and having its registered office at Office No. 1,2,3,4 Ground Floor Pushpak CHSL, Malaviya Road, Vile Parle (East), Mumbai 400057, hereinafter called "SMHFC" are agreed upon and mentioned as under:

## **1. Loan**

- (I) Sanctioned Amount : Rs.
- (II) (Type of Loan) :
- (III) Insurance : Rs.
- (IV) Out of Pocket Expenses: Rs.

## **2. Interest :**

- (i) Type : Variable Rate of Interest linked to SMHFC Retail Prime Lending Rate (RPLR). RPLR currently is 13% p.a.
- (ii) Interest chargeable : RPLR – 3.00% p.a. i.e., 10.00% p.a.
- (iii) Moratorium or subsidy : NIL
- (iv) Date of reset of interest : Immediately from the day of interest rate change.
- (v) Modes of communication of changes in Interest rate : SMHFC informs of such change in Retail Prime Lending Rate (RPLR) through a text message to all its customer along with an update on its website.

## **3. Instalment Types : Equated Monthly Instalment (EMI)**

## **4. Repayment of the Loan [ \* ]**

- (a) The amount of EMI :
- (b) Total number of instalments where the loan is repayable in equated monthly instalments :
  - \* Subject to variation in terms of the loan agreement executed/ to be executed between the Borrower/s and SMHFC. SMHFC shall endeavour to keep its Borrowers informed of any change in interest rates through a text message (SMS), its official website ([www.svatantramhfc.com](http://www.svatantramhfc.com)), annual statement of accounts, display in its offices and general announcements from time to time.

## **5. Loan Tenure :**

## **6. Purpose of Loan (the purpose for which the loan is sanctioned) :**

## **7. Security/Collateral for the Loan [ \* ]**

\*Security of the loan would generally be security interest on the property being financed and/or any other collateral/ interim security as may be required by SMHFC.

- (a) Property description :
- (b) Other Security interest (if any) :

## **8. Fees and Other Charges:**

**A.** Fees and other charges as applicable on application/ during the term of loan/ conversion charges for switching from floating to fixed interest and vice-versa/ and penalty for delayed payments, are as under:

Sr. No.	Name of the Product/Service	Name of Fee/ Charge levied	When Payable	Frequency	Amount in Rupees
1A	Fees for Individual Housing Loan/ Extension/ Home Improvement Loans / Home Equity Loans / Non-Residential Premises Loans / Land Loans  On loans upto Rs. 5 lacs  Loans more than Rs. 5 lacs upto Rs. 10 lacs  Loans more than Rs. 10 lacs	Processing Fees	At Application Rs. 2000 + applicable taxes and statutory levies and charges as applicable from time to time.	Once	3% of the loan amount + taxes and statutory levies and charges as may be applicable from time to time. Minimum Retention amount to be collected Rs. 2000 + taxes  2.5% of the loan amount + taxes and statutory levies and charges as may be applicable from time to time. Minimum Retention amount to be collected Rs. 2000 + taxes  2% of the loan amount + taxes and statutory levies and charges as may be applicable from time to time. Minimum Retention amount to be collected Rs. 2000 + taxes.
2	Delay Payment Charges	Additional Interest	On Accrual	Monthly	A maximum of 24% pa on the defaulted sum.
3	Expenses to cover costs	Incidental Charges	On incurring expenses		Incidental charges and expenses are levied to cover the cost, charges, expense and other monies as per actuals applicable to a case.
4	Statutory Charges	CERSAI	On Disbursement/ Change of security	Once	As per charges levied by CERSAI. Currently the charges are (a) for loans upto Rs. 5 lacs Rs. 50 each for creation of charge and release of charge and (b) For loans more than 100 each for creation of charge and release of charge.
5	Statutory Charges	Stamp Duty/ MOD/MOE / Registered Mortgage	On Fixing of Disbursement	Once	As applicable in the respective state.
6	Cheque / NACH Dishonour Charge	Miscellaneous Receipts	On Cheque Dishonour	On event of Dishonour	Rs. 500 + taxes and statutory levies and charges as may be applicable from time to time. for every event of dishonour.

7	Photo Copy of Documents	Miscellaneous Receipts	Event	On every request	Upto Rs. 500 + taxes and statutory levies and charges as may be applicable from time to time.
8	Fees on account of External Opinion	Miscellaneous Receipts	On incurring expenses	On event of opinion taken	As per actuals.
9	List of documents	Miscellaneous Receipts	Event	On every request	Upto Rs. 500 + taxes and statutory levies and charges as may be applicable from time to time.
10	Foreclosure letter	Miscellaneous Receipts	Event	On every occurrence	Upto Rs. 500 + taxes and statutory levies and charges as may be applicable from time to time.
11	Document retrieval charges	Miscellaneous Receipts	Event	On every occurrence	Rs. 1000 + taxes and statutory levies and charges as may be applicable from time to time.
12	Re-appraisal of loan after 6 months from sanction	Processing Fees	At Re-Application	Once	Rs. 2000 plus taxes and statutory levies and charges, as may be applicable from time to time.
13	Amendment of loan terms on applicant request	Processing Fees	At Request	Once	Rs 500 plus taxes and statutory levies and charges, as may be applicable from time to time.

**B. Foreclosure/Prepayment Charges:** As per RBI Directions for Housing Finance Companies, no foreclosure/prepayment charges are applicable on variable rate loans to individuals.

**C. Fee refundable if loan not sanctioned/disbursed:**  
Processing Fee paid by the Customer is refundable subject to retention by SMHFC of the Minimum Retention Amount as indicated against specific categories of loans in the table above.

**9. Insurance:**

(a) Insurance of property:

The Borrower/s has availed a property insurance against all risks including fire, earthquake, flood, and life from M/s \_\_\_\_\_ for a sum assured of Rs. \_\_\_\_\_ for the property financed. The premium for which of Rs. \_\_\_\_\_ will be added to the loan amount to be disbursed.

(b) Insurance of Borrower/s:

The following Borrower/s have been insured under a mortgage redemption life insurance policy as per the details below. The premium for which of Rs. \_\_\_\_\_ will be added to the loan amount to be disbursed. The actual amount of the premium of the said policy shall be disbursed directly to the insurer immediately after the first disbursement.

1. Name of Borrower insured: Mr./ Ms. \_\_\_\_\_ (\_\_\_%)  
Sum Assured: \_\_\_\_\_  
Premium Amount: \_\_\_\_\_

2. Name of Borrower insured: Mr./ Ms. \_\_\_\_\_ (\_\_\_%)  
Sum Assured: \_\_\_\_\_  
Premium Amount: \_\_\_\_\_

3. Name of Borrower insured: Mr./ Ms. \_\_\_\_\_ (\_\_\_%)  
Sum Assured: \_\_\_\_\_  
Premium Amount: \_\_\_\_\_

#### 10. Conditions for disbursement of the loan:

The Borrower shall:

- a. submit all relevant documents as mentioned in the Sanction Letter/Loan Agreement.
- b. intimate SMHFC of any change in his employment/contact details.
- c. request for disbursement of the loan in writing (as per the manner prescribed by SMHFC). Such request shall be deemed to have been duly made when made by hand, mail or such other form/manner as may be announced by SMHFC from time to time.
- d. comply with all preconditions for disbursement of the loan as mentioned in the Sanctioned Letter.
- e. ensure that he has absolute, clear and marketable title to the property (security) and the said property is absolutely unencumbered and free from any liability whatsoever.
- f. ensure that no extra-ordinary or other circumstances have occurred which shall make it improbable for the Borrower to fulfill his obligations under the Loan Agreement for the present loan.
- g. ensure that no event of default has happened in terms of the Loan Agreement executed/to be executed by the borrower.
- h. The following conditions shall be applicable for all other loans except Home Equity Loans, Non-Residential Premises Loan and Top up Loans:

The Borrower shall:

- (i) pay the own contribution amount (total cost of flat less the loan amount), as specified in the sanction letter.
- (ii) regularly provide SMHFC information, including details regarding progress / delay in construction, any major damage to the property, non-payment of taxes and statutory levies and charges, as may be applicable from time to time pertaining to property, etc.
- (iii) ensure that construction being undertaken is as per the approved plan and has satisfied himself/herself that all required approvals for the project have been obtained by the developer (by the seller in case of resale purchase of property).
- (iv) satisfy SMHFC on the utilisation of the proceeds of any prior disbursements of the loan amount and provided adequate proof of the same.

#### 11. Brief Procedure to be followed for Recovery of overdue:

Customers are explained the repayment process of the loan in respect of, tenure, periodicity, amount and mode of repayment of the loan. No notice, reminder or intimation is given to the customer regarding his/her obligation to pay the EMI or PEMI regularly on due date.

On non-payment of Pre-EMI/EMI by the due dates, SMHFC shall remind the customers by making telephone calls, sending written intimations by post and electronic medium or by making personal visits by SMHFC's authorized personnel at the addresses provided by the customer. Costs of such calls/communication /visits shall be recovered from the customer.

Notwithstanding what is stated herein, it shall be the liability of the customer to ensure that the Pre-EMI/ EMIs are regularly paid on the due dates.

Credit information relating to any customer's account is provided to the Credit Information Bureau (India) Limited (CIBIL) or any other licenced bureau on a monthly basis. To avoid any adverse impact on the credit history with CIBIL, it is advised that the customer should ensure timely payment of the amount due on the loan amount.

The recovery process of enforcement of mortgage/securities, including but not limited to, taking possession and sale of the mortgaged property in accordance with the procedure prescribed under the Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 (SARFAESI Act) or under any other law, is followed purely as per the directions laid down under the respective law. Intimation/Reminders/Notice(s) are given to customer prior to initiating steps for recovery of overdues, under the Negotiable Instruments Act, Civil Suit as well as under the SARFAESI Act.

#### 12. Date on which annual outstanding balance statement will be issued : On Customer's request. Alternatively, will be sent out by the 1<sup>st</sup> of July.

#### 13. Customer Services:

Visiting hours at the office from 10.00 AM to 6.00 PM except on Public Holidays and weekends

Person to be contacted for customer service: SMHFC Loan Officer or Relationship Manager or the Zonal Manager, as the case may be.

Borrower/s to give written or oral request to SMHFC for the following:

- a) Loan account statement: Max 30 days. Alternatively, will be sent out by the 1<sup>st</sup> of July.
- b) Photocopy of the title documents: Borrower/s must retain copies for their own record before submitting the original documents/papers to SMHFC. Charges as mentioned in Section 3 (max. 30 days)
- c) Return of original documents on closure/transfer of the loan (upon payment of all dues) : Borrower/s to collect personally from SMHFC. (max. 60 days from date of closure).

#### 14. Grievance Redressal:

- Customers can lodge his/her complaints/grievances in any of the following means by providing basic details i.e. the Loan Account Number and Registered Mobile number.
  - **Phone call:** Customers can contact the SMHFC Loan Officer or the Relationship Manager or the Zonal Manager or our Customer Service at the Toll-Free number 1800 1234 427.
  - **Email:** Customers can also email their grievances by writing to [customerservices@mhfcindia.com](mailto:customerservices@mhfcindia.com) or [contact@mhfcindia.com](mailto:contact@mhfcindia.com).
  - **Letter:** Customers can lodge their grievances in writing by sending a letter at SMHFC Head Office at Office No. 1,2,3,4, Ground Floor, Pushpak CSHL, Malaviya Road, Vile Parle (East), Mumbai 400 057.
  - **Personal visit** – Customers or any of his/her authorized representatives can personally visit the Head office and lodge the grievance by entering the details of grievances/complaints in the Complaint register kept at the reception during working hours from Monday to Friday 10:00 A.M to 6:00 P.M.
  - **SMHFC APP** - Customers can lodge their complaints on the SMHFC Android Application available at Google Playstore. <https://play.google.com/store/apps/details?id=com.mhfc.userapp>.
  - **SMHFC Website** - The Customer can lodge a complaint at the website of the Company at <https://svatantramhfc.com/contactus>.
- In case the complaint is not resolved after 8 days, then the Customer can contact the Grievance Redressal Officer for the purpose of escalation at:  
Mr. Bhavesh Singhal,  
Grievance Redressal Officer,  
Svatantra Micro Housing Finance Corporation Limited,  
Office No. 1,2,3,4, Ground Floor, Pushpak CSHL,  
Malaviya Road, Vile Parle (East), Mumbai 400 057  
Contact No: 1800 1234 427  
Email ID: [grievance@mhfcindia.com](mailto:grievance@mhfcindia.com)
- In case the complaint has not been resolved within 15 days, the customer should be informed that his/her complaint is in process of resolution and will be resolved at the earliest including reasoning for additional time required for resolution.
- If the customer/s is/are still dissatisfied with the response received/ or where no response is received within 15 days from lodging the complaint, he/she may approach the National Housing Bank for redressal of the complaint either by online mode or offline mode.
  - (i) Online Mode - <https://grids.nhbonline.org.in>  
OR
  - (ii) In offline mode by post, in prescribed format available at link [https://nhb.org.in/citizencharter/Complaint\\_form.pdf](https://nhb.org.in/citizencharter/Complaint_form.pdf) which is addressed to:  
To,  
Complaint Redressal Cell,  
Department of Supervision,  
National Housing Bank, Core 5 A,  
India Habitat Center,  
Lodhi Road,  
New Delhi – 110 003

It is hereby agreed that for detail terms and conditions of the Loan, the parties hereto shall refer to and rely upon the loan and other security documents executed/to be executed by them.

The above terms and conditions have been read by the borrower/s / read over to the borrower by Shri/Smt. \_\_\_\_\_ of SMHFC and have been understood by the borrower/s.

(Signature or thumb impression of the Borrower) (Signature of the authorized representative of SMHFC)