Loan A/c No.64 9486.907



# **HOME LOAN AGREEMENT**

Adjustable Rate (Resident)

Most Important Terms and Conditions (MITC).



# LOAN AGREEMENT

## Resident Adjustable Rate Home Loan

OAN AGREEMENT made at the place and on the date stated in the Schedule BETWEEN Housing Development Finance Corporation Limited, a OAN AGREEMENT made at the place and on the date shadowing its registered office at Ramon House, HTP Parekh Marg, 169, Backbay Reclamation, ompany incorporated under the Companies Act, 1956, and having its registered office at Ramon House, HTP Parekh Marg, 169, Backbay Reclamation, on the context of the registered of of the register ompany incorporated under the Companies Not.

hurchgate, Mumbai 400 020, hereinafter called "HDFC" (which expression shall unless the context otherwise requires, include its successors and hurchgate. Mumbai 400 020, hereinalter called "the borrower whose name and address are stated in the Schedule, hereinafter called "the borrower" (which expression signs) of the One Part AND the borrower whose name and address are stated in the Schedule, hereinafter called "the borrower" (which expression iall unless the context otherwise requires, include his heirs, executors, administrators) of the Other Part:

## **ARTICLE 1 - DEFINITIONS**

- In this Agreement unless the context otherwise requires:
  - The term "Schedule" means the Schedule written after Article 10 of this Agreement. (a)
  - The term "loan" means the loan amount provided for in Article 2.1 of this Agreement and the Schedule. (b)
  - The term "repayment" means the repayment of the principal amount of loan, interest thereon, commitment and/or any other charges, (c) premium, fees or other dues payable in terms of this Agreement to HDFC; and means in particular, amortisation provided for in Article 2.6 of this Agreement.
  - The term "prepayment" means premature repayment as per the terms and conditions laid down by HDFC in that behalf and in force (d) at the time of prepayment.
  - The expression "rate of interest" means the rate of interest referred to in Article 2.2 of this Agreement and as varied from time to time (e) in terms of this Agreement.
  - The expression "Equated Monthly Instalment" (EMI) means the amount of monthly payment necessary to amortise the loan with interest (f) within such period as may be determined by HDFC from time to time.
  - The expression "Pre Equated Monthly Instalment Interest" (PEMII) means interest at the rate indicated in Article 2.2, (as varied from (g) time to time) on the loan from the date/respective dates of disbursement to the date immediately prior to the date of commencement
  - The expression "Adjustable Interest Rate" or "AIR" means the interest rate announced by HDFC from time to time as its retail prime (h) lending rate and applied by HDFC with spread, if any, as may be decided by HDFC, on the loan of the borrower pursuant to this
  - The expression "Retail Prime Lending Rate" or "RPLR" means the interest rate announced by HDFC from time to time as its retail prime lending rate.
- The expression "AIR Application Date" means the date on which AIR is applied by HDFC on the loan of the Borrower in terms of this Agreement.
- The expression "Interest Rate Reset Revision Cycle" or "IRRRC" means the frequency at which future/further AIRs are applied in terms of Article 2.3 of this agreement.

The term "borrower" wherever the context so requires shall mean and be construed as "borrowers" and the masculine gender wherever the context so requires shall mean and be construed as the feminine gender.

Subject to context thereof the expression "property" shall mean and include land.

The term "construction" shall mean and include extension.

The terms and expressions not herein defined shall where the interpretation and meaning have been assigned to them in terms of the General Clauses Act, 1897, have that interpretation and meaning.

#### ARTICLE 2 LOAN, INTEREST etc.

### Amount of Loan

The borrower agrees to borrow from HDFC and HDFC agrees to lend to the borrower a sum as stated in the Schedule on the terms and conditions Interest

- Until and as varied by HDFC in terms of this Agreement: the AIR applicable to the said loan as at the date of execution of this agreement is as (a)
- The borrower shall reimburse or pay to HDFC such amount as may have been paid or payable by HDFC to the Central or State Government on account of any tax levied on interest (and/or other charges including the PEMII) on the loan by the Central or State Government. The reimbursement or payment shall be made by the borrower as and when called upon to do so by HDFC. Computation of Interest

The EMI comprises of principal and interest calculated on the basis of monthly rests at the AIR and is rounded off to the next rupee. Interest and any other charges shall be computed on the basis of a year of three hundred and sixty-five days.

PROVIDED all future / further AIRs applicable for the amount of loan lent by HDFC to the borrower shall be applied by HDFC on the basis of Interest Rate Reset Revision Cycle (IDDDC) stated in the Control of the month of Interest Rate Reset Revision Cycle (IRRRC) stated in the Schedule with the first such application to be done on the first day of the month in which the period of IRRRC computed from the latest such application to be done on the first subsequent. following the month in which the period of IRRRC computed from the date of the first disbursement of the loan is completed. The subsequent applications shall be made after every period of IRRRC commencing from such first application. Details of Disbursement

The loan shall be disbursed in one lumpsum or in suitable instalments to be decided by HDFC with reference to the need or progress of construction (which decision shall be final and binding on the horrower). The horse to be decided by HDFC with reference to the need or progress of construction (which decision shall be final and binding on the borrower). The borrower hereby acknowledges the receipt of the loan disbursed as indicated in the

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#### 2.5 Mode of Disbursement

- All payments to be made by HDFC to the Borrower under or in terms of this Agreement shall be made by cheque duty crossed and marked "A/c Payee Only" or through Electronic Payment Systems, collection charges, if any, in respect of such cheques will have to be borne by the borrower and the interest on the HDFC Loan will begin to accrue in favour of HDFC as and from the date of delivery/despatch of the cheque or from the date of issue of transfer instructions in case of Electronic Payment, irrespective of the time taken for the transit/collection/transfer/ realisation of the cheque/payment by the borrower or his Bank.
- In the event of borrower opting for payments to be made by post dated cheques, the borrower confirms and agrees that the Applicable Rate of Interest and terms thereof will be as on the date of execution of this Agreement and not as on the date of the cheque which is only relevant for the purposes of accrual of interest. Therefore, any reduction in interest rate prior to the realization of the cheque and after the date of execution of this Agreement will not be available to the borrower. Similarly any increase in the interest rate prior to the realization of the cheque and after the date of the execution of this Agreement will not be passed on to the borrower.

#### 2.6 Amortisation

- Subject to Article 2.2 the borrower will amortise the loan as stipulated in the Schedule subject however that in the event of delay or (a) advancement of disbursement for any reason whatsoever, the date of commencement of EMI shall be the first day of the month following the month in which the disbursement of the loan will have been completed and consequently the due date of payment of the first EMI in such case will be the 5th day of the month following such month.
- In addition to (a) above, the borrower shall pay to HDFC PEMII every month, if applicable.
- Notwithstanding what is stated in Article 2.6(a) above and in the Schedule, HDFC shall have the right at any time or from time to time to review and reschedule the repayment terms of the loan or of the outstanding amount thereof in such manner and to such extent as HDFC may in its sole discretion decide. In such event/s the borrower shall repay the loan or the outstanding amount thereof as per the revised schedule as may be determined by HDFC in its sole discretion and communicated to the borrower by HDFC in writing.
- Save and except as provided under sub-article (e) below, for administrative convenience the EMI amount is intended to be kept constant irrespective of variation in the AIR and as a result of this the number of EMIs is liable to vary. No intimation shall be given by HDFC as to the number of EMIs required to be paid by the borrower upon each AIR application. Provided however, the information as to the applicable/applied AIR during the financial year of HDFC and the number of EMIs payable from the last AIR application during such year shall be intimated by HDFC to the borrower annually. The borrower shall pay EMIs until the loan together with interest is repaid in full.
- Notwithstanding anything to the contrary contained in this Agreement, having regard to the AIR for the time being, HDFC shall be entitled to increase the EMI amount suitably if:
  - the said EMI would lead to negative amortisation (i.e. EMI not being adequate to cover interest in full), and / or
  - (ii) the principal component contained in the EMI is inadequate to amortise the loan within such period as determined by HDFC. The borrower shall be required to pay such increased EMI amount and the number thereof as decided by HDFC and intimated to the borrower by HDFC.
- HDFC may vary its retail prime lending rate from time to time in such manner including as to the loan amounts as HDFC may deem fit in its own discretion.
- The borrower shall of his own accord send to HDFC a statement of his income every year from the date hereof. However, HDFC shall (g) have the right to require the borrower to furnish such information/documents concerning his employment, trade, business or profession at any time and the borrower shall furnish such information/documents immediately.

#### 2.7 Delay in payment of EMI etc.

- No notice, reminder or intimation will be given to the borrower regarding his obligation to pay the EMI or PEMII regularly on due date. It shall be entirely his responsibility to ensure prompt and regular payment of EMI or PEMII.
- The delay in payment of EMI or PEMII shall render the borrower liable to pay additional interest at the rate of 18 per cent per annum or at such higher rate as per the rules of HDFC in that behalf as in force from time to time. In such event, the borrower shall also be liable to pay incidental charges and costs to HDFC.

#### 2.8 Prepayment

The borrower shall be entitled to prepay the loan, either partly or fully, as per rules of HDFC, including as to the prepayment charges, for the time being in force in that behalf.

#### Terminal Dates for Disbursement 2.9

Notwithstanding anything to the contrary contained herein HDFC may by notice to the borrower suspend or cancel further disbursements of the loan if the loan shall not have been fully drawn within 12 months from the date of the letter of offer.

#### Atteration and Re-Scheduling of Equated Monthly Instalments 2.10

If the loan is not totally drawn by the borrower within a period of 12 months from the date of letter of offer the EMI may be altered and rescheduled in such manner and to such extent as HDFC may, in its sole discretion, decide and the repayment will be made as per the said alteration and re-scheduling notwithstanding anything stated in Article 2.6 and the Schedule.

#### Liability of Borrower to be Joint and Several 2.11

The liability of the borrower to repay the loan together with interest, etc. and to observe the terms and conditions of this Agreement/and any other Agreement/s, document/s that may have been or may be executed by the borrower with HDFC in respect of this loan or any other loan or loans is joint and several.

Upon the borrower opting for any scheme or accepting any offer from his employer providing for any benefit for resigning or retiring from the employment prior to superannuation, or upon the employer terminating his employment for any reason or upon the borrower resigning or retiring from the service of the employer for any reason whatsoever, then notwithstanding anything to the contrary contained in this agreement or any letter or document, the entire outstanding principal amount of the loan as well as any outstanding interest and other dues thereon shall be payable by the borrower to HDFC from the amount or amounts receivable by him from the employer under such scheme or offer,

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or any terminal benefit, as the case, may be. Provided however, in the event of the said amount or enounts being insufficient to repay the or any terminal benefit, as the case, may be. Provided however, in the event of the said amount or enabling due to HDFC shall be paid by the borrower in such manner as HDFC may to any the said amount remaining due to HDFC shall be paid by the borrower in such manner as HDFC may to any the said amount remaining due to HDFC shall be paid by the borrower in such manner as HDFC may to any the said amount or enounts. or any terminal benefit, as the case, may be. Provided however, in one over the borrower in such manner as HDFC may in the said sums to HDFC in hat, the unpaid amount remaining due to HDFC shall be paid by the borrower in such manner as HDFC may in the said sums to HDFC in hat, the unpaid amount remaining due to HDFC shall be paid by the borrower accordingly notwithstanding anything stated in Article 2.6 and the said shall be made by the borrower accordingly notwithstanding anything stated in Article 2.6 and the or any terminal countries. The unpaid amount remaining due to rear to said sums to HDFC in full, the unpaid amount remaining due to rear to said sums to HDFC in full, the unpaid amount remaining due to rear accordingly notwithstanding anything stated in Article 2.6 and the Schoolde discretion decide and the payment will be made by the borrower accordingly notwithstanding anything stated in Article 2.6 and the Schoolde discretion decide and the payment were the masse of the communicate with and receive the said amounts from his employer directly. The borrower hereby irrevocably authorises HDFC to communicate with and receive the said amounts from his employer directly.

The borrower hereby irrevocably authorises must be a computation of AIR is as indicated in the Schedule. In the event of HDFC offschig.

The spread applicable to the borrower for the purpose of computation of AIR is as indicated in the Schedule. In the event of HDFC offschig. The spread applicable to the borrower for the purpose or companion to revised spread in respect of the loan, provided if such option is only present in the purpose of the revised spread in future, the borrower shall have the option to option is made execution of documents as HDFC may proscribe in that is that available by HDFC, with prospective effect upon payment of such fee and execution of documents as HDFC may proscribe in that is that 2.13 avarable by more, wan prospertite to keep himself informed about the revision in spread from time to time.

## COVENANT FOR SECURITY ARTICLE 3

3.1

Security for the soan

The borrower covenants that the principal sum of the loan, interest, commitment and other charges and any other dues under this argument.

The borrower covenants that the principal sum of the loan, interest, commitment and other charges and any other dues under this argument. The borrower covenants that the principal sum of the foliage and the borrower shall be secured by such security as HDFC shall determine in its sole discretion with HDFC having the right to decide the place, firring and shall be secured by such security as HDFC shall determine in its sole discretion with HDFC having the right to decide the place, firring and shall be secured by such security as more and outsimiled and/or additional security it may require and the borrower shall create the security type of the security including the manner of its creation and/or additional security including the manner of its creation and/or additional security it may require and the borrower shall create the security accordingly and furnish any such additional security as may be decided by HDFC.

The borrower shall comply with the following: 3.2

- To execute a money bond or a pro-note in favour of HDFC for the amount of the loan. To execute any such Agreement/s, document/s, undertaking/s, declaration/s that may be required now or hereafter at any time during (a)
- the pendency of this loan/or any other loan or loans granted by HDFC hereafter. (b)

# CONDITIONS PRECEDENT TO DISBURSEMENT OF THE LOAN

- Utilisation of Borrower's Contribution: The borrower assures HDFC that he has, prior to receiving the disbursement of the loan tres 4.1 (a) day as aforesaid utilised his own contribution i.e. the cost of the property less HDFC's loan.
  - Compliance: The borrower has assured HDFC that he has complied with all other preconditions for disbursement of the Isan. (b)
  - Disbursement request: The borrower shall have submitted a request for disbursement in writing. Such Request shall be deemed to (c) have been duly made when made by hand, mail or through the website of HDFC (www.hdfc.com). Requests made may be considered by HDFC as per applicable policies and suitable amounts may be disbursed irrespective of the request received.
- 4.2 Other Conditions for Disbursement

The obligation of HDFC to make any disbursements under the Loan Agreement shall also be subject to the conditions that:

- Non-existence of Event of Default: No event of default as defined in Article 7 shall have happened.
- (b) Evidence for Utilisation of Disbursement: Such disbursement shall at the time of request therefor be needed immediately by the borrower for the purpose of purchase or construction of the property as the case may be, and the borrower shall produce such evidence of the proposed utilisation of the proceeds of the disbursement as is found satisfactory by HDFC.
- Extra-ordinary Circumstances: No extra-ordinary or other circumstances shall have occurred which shall make it improbable for the borrower to fulfil his obligations under this Agreement.
- Utilisation of prior Disbursement: The borrower shall have satisfied HDFC about the utilisation of the proceeds of any prior (d) disbursements.

#### ARTICLE 5 COVENANTS

#### 5.1 Particular Affirmative Covenants

- Utilisation of loan: The borrower shall utilise the entire loan for the purchase/construction of the property as indicated by him in his loan application and for no other purpose whatsoever.
- Purchase / Construction

The borrower covenants that he shall complete the purchase / construction as indicated by him in his loan application or otherwise and obtain and produce to HDFC a proper completion certificate issued by the concerned municipal corporation or municipality or

The borrower further covenants that it shall be his responsibility to ensure that the construction of the property is in accordance with the National Building Code of India Issued by the Property of the Pro the National Building Code of India issued by the Bureau of Indian Standards and also meets with the safety standards prescribed

- Notify causes of delay: The borrower shall promptly notify any event or circumstances which might operate as a cause of delay in the commencement or completion of the coestaction for the commencement or completion of the construction/purchase of property.
- Maintenance of property: The borrower shall maintain the property.

  and improvements thereto during the pendency of the land to property in good order and condition and will make all necessary additions.
- To notify change in employment etc.: The borrower shall notify any change in his employment, business or profession within seven days of the change. (e)
- Compliance with rules etc. and payment of maintenance charges etc.: The borrower shall duly and punctually comply with all the terms and conditions for holding the property and all the rules, regulations. and conditions for holding the property and all the rules, regulations, bye-laws etc., of the concerned Co-operative Society, Association also any other Competent Authority, and payment of the property as Limited Company or any other Competent Authority, and pay such maintenance and other charges for the upkeep of the property as also any other dues etc., as may be payable in respect of the said property or the use thereof.

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- Insurance: Notwithstanding what is contained herein or any document or letter the borrower shall be vigilant and he shall ensure that (g) the property is, during the pendency of the loan, always duly and properly insured against all risks such as earthquake, fire, flood, explosion, storm, tempest, cyclone, civil commotion, etc, HDFC being made the sole beneficiary under the policy / policies, and produce evidence thereof to HDFC on his own from time to time. The Borrower shall pay the premium amounts promptly and regularly so as
- Loss / Damage to property: The borrower shall promptly inform HDFC of any material loss / damage to the property that may be caused (h)
- Title: The borrower shall ensure that he has absolute, clear and marketable title to the property and that the property shall be absolutely 0 unencumbered and free from any liability whatsoever.
- The Prevention of Money Laundering Act. 2002 (i) The borrower declares that all the amounts including the amount of own contribution paid / payable in connection with the property, as well as any security for the loan, is / shall be through legitimate source and does not / shall not constitute an offence of Money Laundering under The Prevention of Money Laundering Act, 2002.

#### Notify Additions, Alterations 5.2

The borrower shall notify and furnish details of any additions to or alterations in the property or the user of the property which might be proposed to be made during the pendency of the loan. The borrower further undertakes to notify HDFC and furnish details of any addition or alteration or change in the property offered / intended to be offered to secure the loan.

HDFC's Right to Inspect 5.3

> The borrower agrees that HDFC or any person authorised by it shall have free access to the property for the purpose of inspection/supervising and inspecting the progress of construction and the accounts of construction to ensure proper utilisation of the loan. The borrower further agrees that HDFC shall have free access to the property for the purpose of inspection at any time during the pendency of loan.

Negative Covenants

Unless HDFC shall otherwise agree:

- Possession: The borrower shall not let out or otherwise howsoever part with the possession of the property or any part thereof. (a)
- Alienation: The borrower shall not sell, mortgage, lease, surrender or otherwise howsoever alienate the property or any part thereof. (b)
- Agreements and Arrangements: The borrower shall not enter into any agreement or arrangement with any person, institution or local (c) or Government body for the use, occupation or disposal of the property or any part thereof during the pendency of the loan.
- Change of use; The borrower shall not change residential use of the property. If the property is used for any purpose other than residential (d) purpose, in addition to any other action which HDFC might take, HDFC shall be entitled to charge, in its sole discretion, such higher rate of interest as it might fix in the circumstances of the case.
- Merger: The borrower shall not amalgamate or merge the property with any other adjacent property nor shall he create any right of way or any (e) other easement on the property.
- Surety or Guarantee: The borrower shall not stand surety for anybody or guarantee the repayment of any loan or the purchase price of any asset.
- Leaving India: The borrower shall not leave India for employment or business or for long term stay abroad without fully repaying the loan then outstanding together with interest and other dues and charges including prepayment charges as per the rules of HDFC then in force.
- 5.5 Appropriation of payments

Unless otherwise agreed to by HDFC any payment due and payable under the Loan Agreement and made by the borrower or received by HDFC would be appropriated towards such dues in the order, namely:

1. costs, charges, expenses, incidental charges and other monies that may have been expended by HDFC in connection with recovery; 2. additional interest and/or liquidated damages on defaulted amounts; 3. prepayment charge, commitment charge and fees; 4. PEMII; 5. EMI; 6. principal amount of the loan.

Change in address: The borrower shall inform HDFC forthwith as regards any change in his address for service of notice. 5.6

#### BORROWER'S WARRANTIES ARTICLE 6

- The Borrower hereby warrants and undertakes to HDFC as follows:
  - Confirmation of loan application: The borrower confirms the accuracy of the information given in his loan application made to HDFC and any

(a) prior or subsequent information or explanation given to HDFC in this behalf. Disclosure of material changes: That subsequent to the said loan application there has been no material change which would affect the

purchase/construction of the property or the grant of the loan as proposed in the loan application. Charges and encumbrances: That there are no mortgages, charges, lispendens or liens or other encumbrances or any rights of way, light (b)

Litigation: That the borrower is not a party to any litigation of a material character and that the borrower is not aware of any facts likely to (c)

(d)

Disclosure of defects in property: That the borrower is not aware of any document, judgement or legal process or other charges or any latent or patent defect affection to a few the control of the charges or any latent defect affection to the charges of the charges or any latent defect affection to the charges of the charges or any latent defect affection to the charges of the charges or any latent defect affection to the charges of the c or patent defect affecting the title of the property or of any material defect in the property or its title which has remained undisclosed and/or which may affect HDEC projection. (e) 4 Rootes Koupile may affect HDFC prejudicially.

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  - Public schemes affecting the borrower's property: That the borrower's property is not included in or affected by any of the Public schemes affecting the borrower's property: That the borrower's property that the borrower's prop schemes of Central/State Government or of the improvement of Government or of any Corporation, Municipal Committee, widening or construction of road under any scheme of the Central/State Government or of any Corporation, Municipal Committee, (1)
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    Infringement of local laws: That no suit is pending in the Municipal Magistrate's Court or any other Court of Law in respect of the property nor Infringement of local laws: That no suit is pending in the Municipal Magistrate's Court or any Act relating to local here. Infringement of local laws: That no suit is pending in the municipal marginalists of the Municipal Act or any Act relating to local bodies or Gram has the borrower been served with any Notice for infringing the provisions of the Municipal Act or any Act relating to local bodies or Gram (g) Panchayats or Local Authorities or with any other process under any of these Acts.
  - Disclosure of facts: That the borrower shall disclose all facts relating to his property to HDFC. (h)
  - Due payments of public and other demands: That the borrower has paid all public demands such as Income Tax and all the other taxes and nevenues payable to the Government of India or to the Government of any State or to any local authority and that at present there are no arrears (0) of such taxes and revenues due and outstanding.
  - It shall be the borrower's obligation to keep himself acquainted with the rules of HDFC, herein referred to, in force from time to time.

## REMEDIES OF HDFC ARTICLE 7

If one or more of the events specified in this Article (hereinafter called "events of default") shall have happened, then, HDFC by a written notice to the borrower may declare the principal of and all accrued interest on the loan that may be payable by the borrower under or in terms of this Agreement and/or any other Agreements, documents subsisting between the borrower and HDFC, as well as all other charges and dues to be due and upon such declaration the same shall become due and payable forthwith and the security in relation to all loans shall become enforceable, notwithstanding anything to the contrary in this Agreement or any other Agreement/s or document/s.

## 7.1 Events of Default

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- Payment of Dues: Default shall have occurred in payment of EMIs and/or PEMIs and in payment of any other amounts due and payable to HDFC in terms of this Agreement and/or in terms of any other Agreement/s, document/s that may be subsisting or that may be executed between the (a) borrower and HDFC hereafter.
- Performance of Covenants: Default shall have occurred in the performance of any other covenants, conditions or agreements on the part of the borrower under this Agreement or any other Agreement's between the borrower and HDFC in respect of this loan and for any other loan (b) and such default shall have continued over a period of 30 days after notice thereof shall have been given to the borrower by HDFC.
- Supply of Misleading information: Any information given by the borrower in his loan application to HDFC for financial assistance is found to be misleading or incorrect in any material respect or any warranty referred to in Article 6 is found to be incorrect. (c)
- Inability to Pay Debts: If there is reasonable apprehension that the borrower is unable to pay his debts or proceedings for taking him into (d) insolvency have been commenced.
- Depreciation of Security: If the security depreciates in value to such an extent that in the opinion of HDFC further security to the satisfaction (e) of HDFC should be given and such security is not given, inspite of being called upon to do so.
- Sale or Disposal of Security: If the security for the loan is sold, disposed of, charged, encumbered or alienated. (f)
- Attachment or Distraint on Property: If an attachment or distrain is levied on the property or any part thereof and/or certificate proceedings are (g) taken or commenced for recovery of any dues from the borrower.
- Failure to furnish information/documents/post dated cheques: If the borrower fails to furnish information/documents as required by HDFC under (h) the provisions of Article 2.6(g) or furnish post dated cheques as required by HDFC.
- Failure to create security: If the borrower fails to create security as required by HDFC.

#### Bankruptcy or Insolvency 7.2

If the borrower shall become bankrupt or insolvent, the principal of and all accrued interest on the loan and any other dues shall thereupon become due and payable forthwith, anything in this Agreement to the contrary notwithstanding.

Notice to HDFC on the Happening of an Event of Default 7.3

if any event of default or any event which, after the notice or lapse of time or both would constitute an event of default shall have happened, the borrower shall forthwith give HDFC notice thereof in writing specifying such event of default, or such event.

7.4

HDFC may issue any certificate as regards payment of any amounts paid by the borrower to HDFC in terms of this Agreement only if the borrower has paid all amounts due under the Agreement to HDFC and the borrower has complied with all the terms of this Agreement.

Communication with third party, etc.

File the event of default HDFC shall be entitled to communicate, in any manner it may deem fit, to or with any person or persons with a view to receiving assistance of such person or persons in recovering the defaulted amounts. Also, representatives of HDFC shall be entitled to visit the property and place of work of the borrower.

#### **ARTICLE 8** WAIVER

Waiver not to impair the Rights of HDFC

No delay in exercising or omission to exercise, any right, power or remedy accruing to HDFC upon any default under this Agreement or any other Agreement or document shall impair any such right, power or remedy or shall be construed to be a waiver thereof or any acquiescence in such default. nor shall the action or inaction of HDFC in respect of any default or any acquiescence by it in any default, affect or impair any right, power or remedy of HDFC in respect of any other default.

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## ARTICLE 9 EFFECTIVE DATE OF AGREEMENT

g Agreement to become Effective from the Date of Execution

The Agreement shall have become binding on the borrower and HDFC on and from the date of execution hereof. It shall be in force till all the monies and payable to HDFC under this Agreement as well as all other Agreement/s, document/s that may be subsisting/executed between the borrower and HDFC are fully paid.

## ARTICLE 10 MISCELLANEOUS

10.1 Place and Mode of Payment by the Borrower

All monies due and payable by the borrower to HDFC under or in terms of this Agreement shall be paid at the registered office or the concerned regional/ branch office of HDFC by cheque or bank draft, drawn in favour of HDFC on a bank in the town or city—where such registered office/branch/regional/ office is situated or in any other manner as may be approved by HDFC and shall be so paid as to enable HDFC to realise the amount sought to be paid on or before the due date to which the payment relates. Credit for all payments by cheque/bank draft drawn will be given only on realisation thereof

- 10.2 Inspection, Refinance, etc.
  - (a) The borrower shall permit inspection of all books of accounts and other records maintained by him in respect of the loan, to officers of HDFC. The borrower shall also permit similar inspection by officers of such other companies, banks, institutions or bodies as HDFC may approve and intimate the borrower.
  - (b) HDFC shall have the option to obtain any refinance facility or loan from any bank, company, institution or body, against any security that may have been furnished by the borrower to HDFC.
  - (c) HDFC shall have the authority to make available any information contained in the loan application form and/or any document or paper or statement submitted to HDFC by or on behalf of the borrower and/or pertaining or relating to the borrower and/or to the loan including as to its repayment conduct, to any rating or other agency or institution or body as HDFC in its sole discretion may deem fit. HDFC shall also have the authority to seek and/or receive any information as it may deem fit in connection with the loan and/or the borrower from any source or person or entity to whom the borrower hereby authorises to furnish such information.
- 10.3 Assignment

The borrower shall not assign or transfer all or any of its rights, benefits or obligations under this Agreement and/or any other related transaction documents including but not limited to the guarantees without the approval of HDFC. HDFC may, at any time, assign or transfer all or any of its rights, benefits and obligations under this Agreement and/or any other related transaction documents including but not limited to the guarantees. Notwithstanding any such assignment or transfer, the borrower shall, unless otherwise notified by HDFC, continue to make all payments under this acceptance to HDFC and all such payments when made to HDFC shall constitute a discharge to the borrower from its liabilities only to the extent of such payments.

10.4 Service of Notice

Any notice or request required or permitted to be given or made under this Agreement to HDFC or to the borrower shall be given in writing. Such notice or request shall be deemed to have been duly given or made when it shall be delivered by hand, mail or telegram to the party to which it is required or permitted to be given or made at such party's address specified below or at such other address as such party shall have designated by Notice to the party giving such notice or making such request:

For HDFC:

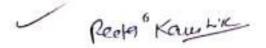
Housing Development Finance Corporation Limited

Ramon House, H T Parekh Marg, 169, Backbay Reclamation, Churchgate, Mumbai 400 020.

For the Barrawer.

The residential address stated in the schedule or the property address described in the Schedule.

- 10.5 The borrower agrees/confirms as follows:
  - to keep alive the Insurance Policy/Policies assigned in favour of HDFC by paying on time the premium as they fall due and produce the receipts to HDFC whenever required;
  - (b) HDFC shall have the right to receive and adjust any payment that it may receive in connection with any insurance policy/policies against the loan and after the amortisation schedule in any manner as it may deem fit notwithstanding anything to the contrary contained in this Agreement or any other document or paper;
  - (c) that he has scrutinized and is satisfied with the building plan, commencement certificate and all the requisite permissions pertaining to the property and that the construction of the built up area on the property is as per the sanctioned plan and/or applicable building bye-laws and of satisfactory quality. Further, to the extent as may be applicable / possible, the completion certificate has been / shall be obtained. The Borrower further agrees and confirms that HDFC shall not be responsible for any of the foregoing under any circumstances whatsoever.
  - (d) HDFC may return the security (if any) to either/any of the borrowers notwithstanding any contrary advice/intimation from either/any of the borrowers at a later date.
  - (e) Notwithstanding anything contained in this Loan Agreement the borrower is aware that in order to avail/claim benefit under the Income Tax Act (as in force from time to time) all the payments for the period upto March 31 would need to be paid by him on or before March 31 every year so that the same can be reflected in his statement of account for the concerned financial year.
  - (f) The Borrower alone shall be responsible to bear and pay the Stamp Duty, all charges levied by the Central Registry of Securitization Asset Reconstruction and Security Interest of India, as well as all other statutory / regulatory charges / levies / taxes as may be applicable to the Loan, the Security, this Agreement as well as on all other instruments in relation to the Loan / Security ( to the extent as may be applicable during the pendency of the Loan).
  - (g) The Borrower declares and affirms that the perticulars and information given in the application form are true, correct and complete and that he has not withheld any facts which are / were relevant or material for considering his application or granting of the loan by HDFC.



### SCHEDULE

and Date Of Loan Agreement Loan A/C No.: 649486907 File No. 649486907

**GHAZIABAD** 

(Month) (Day)

Product: RESIDENT HOME LOAN-VARIABLE RATE-MONTHLY

Name of the Borrower MRS KAUSHIK REETA

Address of the Borrower TYPE IV 1 JUDGES COLDNY CIVIL LINES FAIZABAD FAIZABAD - 224001

Article Reference

2. 1 Amount of Loan Rs. 2800000 (Rupees TWENTY EIGHT LAKH ONLY

2 2 Interest RPLR\* minus spread 45% = 13-1% ber annum\*. Interest Rate Reset Revision Cycle: 3 months. Reofe, Kourbile



2.6 Amortisation

(a) Term of repayment 120 months.

X (b) EMI Rs. 34120- 33603 1200 to Kaushik Number of EMIs 120 \*

(c) Date of commencement of EMI 1st day of July (d) Due Date of payment of first EMI 5th day of However, in the event of delay or advancement of disbursement, the date of commencement of EMI shall be the first day of the month following the month in which the disbursement will have been completed. In such a case, the due date of payment of the first EMI shall be the 5th day of the month following such month.

e) The borrower shall endeavour to pay subsequent EMIs at the end of each respective month but in any case shall pay on or before the 5th day of the following

\*Subject to variation in terms of this agreement . .

Reck Kaushic arription of the property Be No-Sc-220, Ground Floor, Shastri Nagar, , , situated orginated. 201001 and construction thereon present and

IN WITNESS WHEREOF the parties hereto have signed the day, month and year first above written. A WORLSS WHEREIN BUT DAILES AS

Signed and Delivered by the within-named HOUSING DEVELOPMENT FINANCE CORPORATION LIMITED by the hand of

t Sture.

VAIBHAV TIWARI MANAGER

its authorised signatory

Signed and Delivered by the within-named borrower MRS KAUSHIK REETA



Repte Kaustic

Stated and Dather of the Wall rolling named RECEIPT

Received the day and year above written from the within named HOUSING DEVELOPMENT FINANCE CORPORATION LIMITED the sum of Rs 2800000 (Rupees TWENTY EIGHT LAKH ONLY ) by cheque no 533837 dated 9 6 2020 . drawn ON HOFC BANK LTD. SURYAKIRAN BUILDING NEW DELHI favouring SANJAY DHALL, A/C: 2051000100432400, PUNJAB NATIONAL BANK

at borrowers request

I/We say received X<sub>200</sub> the street nested troughly 5



## MOST IMPORTANT TERMS AND CONDITIONS (MITC)

File No.: 649486907

#### (RESIDENT HOME LOAN-VARIABLE RATE-MONTHLY REST)

The Most Important Terms and Conditions (MITC) of the loan between the Borrower/s - MRS KAUSHIK REETA (File no - 649486907) and Housing Development Finance Corporation Limited, a Company incorporated under the Companies Act, 1956 and having its registered office at Ramon House, H T Parekh Marg, 169, Backbay Reclamation, Churchgate, Mumbai 400 020, hereinafter called "HDFC" are agreed upon and mentioned as under:

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1. Loan

Sanctioned Amount: Rs.2800000 (Rupees TWENTY EIGHT LAKH ONLY )

2 Interest

(i) Type: Floating Rate

(ii) Interest chargeable : 8.1% i.e. reference rate -8.45% for floating rate loans.

(iii) Moratorium or subsidy: Not Applicable

(iv) Date of reset of interest : Three months

(v) Modes of communication of changes in Interest rate: HDFC informs of such change in Retail Prime Lending Rate (RPLR) through a 'press release' in major leading news papers across India and on its website www.hdfc.com.

3. Installment Types : Monthly

4. Repayment of the Loan [\*]

(a) The amount of EMI: Rs. 34120\*

(b) Total number of installments where the loan is repayable in equated monthly installments; 120 months.

Subject to variation in terms of the loan agreement executed/ to be executed between the Borrower's and HDFC. HDFC shall endeavor to keep its Borrowers informed of any change in interest rates through its official website(www.hdfc.com), annual statement of accounts, display in its offices and general announcements from time to time. If such change is to the disadvantage of the customer, he/she may within 60 days and without notice close his / her account or switch it without having to pay any extra charges or interest.

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5. Loan Tenure: 120 months

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

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

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

(a) Property description: House No-Sc-220, Ground Floor, Shastri Nagar, situated at Ghaziabad, 201001 and construction thereon present and future.

(b) Guarantee: Names of the Guarantor/s (if any): Not Applicable

(c) Other Security interest (if any) : Not Applicable

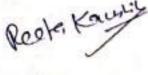
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 Fee and Other Charges
 Fees and other charges as applicable on application/ during the term of loan/ conversion charges for switching from floating to fixed interest and vice-versa/ and penalty for delayed payments, are as under:

R o.	Name of the Product/Service	Name of Fee / Charge Levied	When Payable	Frequency	Amount in Rupees
A.	Fees for Housing Loan/ Extension/Improvement of Housing Loan /Refinance of Housing Loan/Plot Loans for Housing (Salaried, Self Employed Professionals)	Processing Fees	At Application	Once	Upto 0.50% of the loan amount or Rs. 3000/- whichever is higher + taxes and statutory levies and charges, as may be applicable from time to time. Minimum Retention Amount: Rs. 3000/-
IB.	Fees for Non Housing Loan /Extension/ Improvement of Non-Housing Loan/Refinance of Non- Housing Loan/Plot Loans for Non-Housing (Salaried, Self Employed Professionals)	Processing Fees	At Application	Once	Upto 0.50% of the loan amount or Rs. 4500/- whichever is higher + taxes and statutory levies and charges, as may be applicable from time to time. Minimum Retention Amount: Rs. 4500/-
2.	Fees for Housing/Extension/ Improvement/Refinance/ Ptot Loans for Self Employed Non Professionals	Processing Fees	At Application	Once	Upto 1.50% of the Loan amount or Rs. 4500/- whichever is higher + taxes and statutory levies and charges, as may be applicable from time to time. Minimum Retention Amount: Rs. 4500/-
3/	(Salaried, Self Employed professionals)	Processing Fees	At Application	Once	Upto 0.50% of the Loan amount or Rs. 3000/- whichever is higher + taxes and statutory levies and charges, as may be applicable from time to time. Minimum Retention Amount: Rs. 3000/-
63	B. Fees for Top-Up Loan (Self Employed Non Professional)	Processing Fees	At Application	Once	Upto 1.50% of the Lean amount or Rs. 4500/- whichever is higher + taxes and statutory levies and charges, as may be applicable from time to time. Minimum Retention Amount: Rs. 4500/-
	4. Fees for Equity/Non Residential Premises Loans	Processing Fees	At Application	Once	Upto 1,50% of the Lean amount or Rs. 4500/- whichever is higher + taxes and statutory





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1					levies and charges, as may be applicable from time to time. Minimum Retention Amount: Rs. 4500/-
5.	Fees for NRI Loans	Processing Fees	At Application	Once	Upto 1.25% of the Loan amount or Rs. 3000/- whichever is higher + taxes and statutory levies and charges, as may be applicable from time to time. Minimum Retention Amount: Rs. 3000/-
6.	Fees for Value Plus Loans	Processing Fees	At Application	Once	Upto 1.50% of the Loan amount or Rs. 3000/- whichever is higher + taxes and statutory levies and charges, as may be applicable from time to time.
7.	Fees for Loans under HDFC Reach Scheme	Processing Fees	At Application	Once	Upto 1,50% of the loan amount + taxes and statutory levies and charges, as may be applicable from time to time.
8.	Delay Payment Charges	Additional Interest	On Accrual	Monthly	A maximum of 18% P.A on the defaulted sum.
9.	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.
10.	Statutory Charges	CERSAI	On Disbursement/ Change of security	Once	As per charges levied by CERSAL
1.	Statutory Charges	Stamp Duty/ MOD/MOE	On Fixing of Disbursement	Once	As applicable in the respective state.
2.	Switch to Lower Rate in Variable rate Loans (Housing/Extension/Improve ment)	Conversion Fees	On Conversion	On every Spread change	Upto 0.50% of the principal outstanding and undisbursed amount (if any) at the time of Conversion or a cap of Rs. 50000 plus taxes whichever is lower.
3.	Switching to Variable Rate Loan from Fixed Rate Loan (Housing/Extension/Improve ment)	Conversion Fees	On Conversion	Once	Upto 0.50% of the principal outstanding and undisbursed amount (if any) at the time of Conversion or a cap of Rs.

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					50000 plus taxes whichever h
14.	Switch from Trufixed fixed rate to Variable rate	Conversion Fees	On Conversion	Once	1.75% of the principal outstanding and undisbursed amount (if any) plus taxes at the time of Conversion.
	10:0:0		On conversion	On change	NIL
15A.	Switch to a RPLR-NH Benchmark Rate (Non-Housing Loans) and corresponding spread	Conversion Fees	where the resultant rate of interest remains the same	of benchmark rate and/or change of Spread Change	
15B.	Switch to a RPLR-NH Benchmark Rate (Non-Housing Loans) and corresponding spread	Conversion Fees	On conversion where the resultant rate of interest is lowered	On change of benchmark rate and/or change of Spread Change	Half of the spread difference on the principal outstanding and undisbursed amount (if any) plus taxes, with a minimum fee of 0.50% and Max. 1.50%.
6.	Switch to Lower Rate (Plot Loans)	Conversion Fees	On Conversion	On every Spread change	0.50% of principal outstanding and undisbursed amount (if any) plus taxes at the time of Conversion.
7.	Cheque/ECS Dishonour Charge	Miscellaneous Receipts	On Cheque Dishonour	Depends on no. of Dishonour	Rs. 200/-Per Dishonour,
8.	Photo Copy of Documents	Miscellaneous Receipts	Event	On every request	Upto Rs. 500 plus taxes.
9.	Fees on account of External Opinion	Miscellaneous Receipts	On incurring expenses		As per actuals.
0.	List of documents	Miscellaneous Receipts	Event	On every request	Upto Rs. 500 plus taxes.
1.	PDC swap	Miscellaneous Receipts	Event	On every request	Upto Rs. 500 plus taxes.
2.	Disbursement cheque cancellation charge post disbursement	Miscellaneous Receipts	Event	On every occurrence	Upto Rs. 500 plus taxes.
3.	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.
4.	Increase/Decrease in loan term	Processing Fees	At Request	Once	Rs. 500 plus taxes and statutory levies and charges, as may be applicable from time to time.

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# g. On Foredosure/Prepayment Charges

A. Adjustable Rate
Loans (ARHL)

and

Combination Rate Home Loan ("CRHL") during the period of applicability of the Variable Rate of interest a) For Individual Borrowers:

For all loans canctioned only to individual borrowers, no prepayment charges shall be payable on account of part or full prepayments made through any courses.

- b) For Other than Individual Borrowers For loans sanctioned with company! Sole Proprietorship Concern/Firm or an HUF as co-applicants:
- i. In case the loan is prepaid within the first six (6) months from the date of first disbursement, Prepayment Charges shall be levied at a rate of 2 % plus taxes and statutory levies and charges, of the amounts being so prepaid;
- ii. Upon the expiry of the first six (6) months and up till 36 months, the borrower shall have the option to prepay up to 25% of the opening principal amount every financial year, of the loan, without any prepayment charges. Such prepayments would need to be made from the own sources\* of the Borrower.

Any amounts prepaid in any financial year in excess of the 25% threshold shall attract prepayment charges at 2% of the amounts being so prepaid in excess of 25% every financial year.

Upon the expiry of 36 months, no prepayment charges will be applicable if the loan is prepaid from own sources. However should the loan be prepaid through refinance the borrower shall be liable to pay prepayment charges.

- c) The customer will be required to submit such documents that HDFC may deem fit & proper to ascertain the source of funds at the time of pre-payment of the loan.
- "the expression "own sources" for this purpose means any source other than borrowing from a Bank/HFC/NBFC or Financial Institution.

The prepayment charges as mentioned above are as on date of execution of this lean agreement, however they are subject to change as per prevailing policies of HDFC and accordingly may vary from time to time. Customers are requested to refer to www.hdfc.com for the latest charges applicable on prepayments.

B. Fixed Rate Loans ("FRHL")

and

Combination Rate Home Loan ("CRHL") during the period of applicability of the Fixed Rate of interest a) For Individual Borrowers:

For all loans disbursed, the prepayment charge shall be levied at the rate of 2%, plus applicable taxes and statutory levies and charges, of the outstanding amounts being so prepaid through refinance from any Bank/HFC/NBFC or Financial Institution (such amounts shall include all amounts prepaid during the given financial year) and not through own sources' and shall be applicable to all partial or full prepayments.

- b) For Other than Individual Borrowers For loans sanctioned with company/ Sole Proprietorship Concern/Firm or an HUF as co-applicants;
- In case the loan is prepaid within the first six (5) months from the date of first distursement, Prepayment Charges shall be levied at a rate of 2 % plus takes and statutory levies and charges, of the amounts being so prepaid;

ii. Upon the expiry of the first six (6) months and up till 36 months, the borrower shall have

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the option to prepay up to 25% of the opening principal amount every financial year,  $\sigma_{\pm n}$ the option to prepay up to 22 or the control of the own sources of the Borrower

Any emounts prepaid in excess of the 25% threshold shall attract prepayment charges at 2% of the amounts being so prepaid in except of 25% every financial year.

Upon the expiry of 56 months, no prepayment charges will be applicable if the loan is brepaid from own sources. However should the loan be prepaid through refinance the borrower shall be liable to pay prepayment charges.

c) The customer will be required to submit such documents that HDFC may deem fit 8. proper to escentain the source of funds at the time of pre-payment of the iden.

"the expression "own sources" for this purpose means any source other than borrowing from a Bank/HFC/NBFC or Financial Institution.

The prepayment charges as mentioned above are as on date of execution of this ican agreement, however they are subject to change as per prevailing policies of HEPC and accordingly may vary from time to time. Customers are requested to refer to www.hofis.com. for the largest charges applicable on preceipments.

# C. Fee refundable if loan not cancilonacidebursed

Propertying Fee paid by the Customer is refundable subject to retention by HEFC of the Minimum Retartion Amount indicated against specific estagones of icars in the table above.

## 9. (a) Insurance of property

The Borrower shall proute that the property is, during the perdancy of the loan, always duly and property insured against all risks such as earthquake, fire, food, evolution, storm, tempest, cyclone, divicommotion, etc. HDFC be made the sole beneficiary under the policy / policies.

## (b) Insurance of Borrower

The Borrows may avail health and/or life incurance cover for himself with HDPC as the sole beneficiary under the policy / policies.

# Conditions for disbursement of the loan

## The Borrower shall:

- a, submit all relevant documents as mentioned in the Senction Letter/Loan Agreement.
- b. intimate HDFC of any change in his employment/contact details.
- c. request for disbursement of the loan in writing (as por the manner prescribed by HDFC). Such request shall be deemed to have been duly made when made by hand, mail or brough watcots of HEFC (www.hofc.com) or such other form/marrier as may be announced by HEFC from time to time.
- d, comply with all preconditions for disbursement of the load as mandioned in the Earthful Letter.
- e, ensure that he has absolute, clear and translable life to the orogenly (depurity) and the said property is absolutely unercumbered and free from any liability whenstewer
- f. ensure that no extra-ordinary or other expulsionous have occurred enigh shall make it improbable for the Borrower to fulfill his colligations under the Loan Agreement for the process loan.
- g, shours that no event of default has happened in terms of the Loan Agreement executed to executed by

The following conditions shall be applicable for all other loans except Home Equity Leans, Non-Frenchical

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## 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 HDFC 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 HDFC 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, HDFC shall remind the customers by making telephone calls, sending written intimations by post and electronic medium or by making personal visits by HDFC's authorized personnel at the addresses provided by the customer. Costs of such calls/communication Avisits 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

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.

Date on which annual outstanding balance statement will be issued: On Customer's request.

#### Customer Services

- i) Customer Service Queries including requirement of documents can be addressed to HDFC through the following channels:
  - Write to us through our website: www.hdfc.com or notify us at:
  - HDFC Ltd, HDFC House, H T Parekh Marg, 165-166, Backbay Reclamation, Churchgate, Mumbai 400 020,
- ii) Visiting hours and the details of person to be contacted for customer service with respect to all branches of HDFC are available at www.hdfc.com.
- iii) Contact HDFC Customer Service Officer at your nearest branch within the working hours as mentioned in the Loan Application form for:
  - Photo Copies of documents, which can be provided in 7 working days from date of placing request. Necessary administrative fee shall be applicable.
  - b. Original documents will be returned within 10 working days from the date of closure of loan. Necessary

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administrative fee shall be applicable if documents collected beyond due date of release of documents, administrative fee shall be applicable if documents and days of the receipt of request. acministrative ree strain be opposed in the strain of the receipt of request.

c. Loan Account statement (time line): Within 3 working days of the receipt of request.

There can be instances where the Borrower is not satisfied with the services provided. To highlight such 14. Grievance Redressal: instances & register a complaint the Borrower may follow the following process:

a) The Borrower can complain to customer care on www.hdfc.com or

b) Borrower can meet or write to the Business Head for the respective dealing branch c) In case the concern remains unresolved beyond a period of 7 days, the Borrower may escalate the matter to the Managing Director at :

HDFC Ltd, HDFC House, H T Parekh Marg, 165-166, Backbay Reclamation, Churchgate, Mumbai 400 020. The Managing Director,

d) In case the Borrower is still not satisfied with the response, the complainant may approach the Complaint Redressal Cell of National Housing Bank by lodging its complaints in Online mode at the link https://grids.nhbonline.org.in OR in offline mode by post, in prescribed format available at link http://www.nhb.org.in/Grievance-Redressal-System/Lodging-Complaint-Against-HFCs-NHB%E2%80%93 Physical-Mode.pdf to Complaint Redressal Cell, Department of Regulation & Supervision, National Housing Bank, 4th Floor, Core 5A, India Habitat Centre, Lodhi Road, ND -110023.

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 HDFC and have been understood by the borrower/s. Reole Kauto

(Signature or thumb impression of the Borrower/s)

VAIBHAV TIWARI MANAGER

(Signature of the authorized person of HDFC)

16-MAR-20 Print Date:

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