

**ADITYA BIRLA HOUSING FINANCE LIMITED**  
**MOST IMPORTANT TERMS AND CONDITIONS (MITC)**

Major terms and conditions of the loan agreed to between \_\_\_\_\_  
and Aditya Birla Housing Finance Limited are as under:

Sr	Particulars	Details
<b>1.</b>	<b>Loan</b>	
a.	Type of loan facility	
b.	Loan amount sanctioned	
c.	Purpose of the loan	
d.	Rate of Interest	
e.	Tenure	
<b>2.</b>	<b>Fees and Other charges (applicable GST @ 18% will be levied on these charges)</b>	
a.	<u>Part Payment /Pre-Closure Charges:</u> (applicable for non-individuals/ individuals with other than floating rate) - Part Payment / Pre-closure is allowed after 12 months from final loan disbursement date - In case of Part Payment / Pre-closure before 12 months from final loan disbursement date, lock-in period interest will be applicable	<ul style="list-style-type: none"> <li>▪ Floating rate loans given to individuals, where all applicants and co-applicants are individuals: Nil</li> <li>▪ Fixed Rate loan given to Individuals (Pre-closed by own sources ) - Nil</li> <li>▪ Home Loans (other than floating rate Home Loans to individuals): 2% of principal outstanding</li> <li>▪ Other Non-Housing loans - LAP/LRD/CP/GPL (other than floating rate loans to individuals): 4% of principal outstanding</li> </ul>
b.	<u>Other Charges:</u> Default Penal Interest Rate / Non Conformance with any covenants / stipulated conditions	24% p.a. i.e 2% per month
c.	Cheque Return Charges/NACH failure charges	Rs 750/- per instance
d.	Accrued Interest	As applicable based on actual delayed status or as communicated by the lender from time to time
e.	CERSAI charges (You may visit the website of CERSAI for all such charges at <a href="http://www.cersai.org.in">www.cersai.org.in</a> )	i. When facility amount is equal to Rs. 5 lacs or lesser – Rs.50 per property ii. When facility amount is greater than Rs. 5 lacs – Rs.100 per property
f.	Pre-closure quote	Rs 1,000/- per instance
g.	Request for Copies of any collateral held with ABHFL	Rs 750/- per instance
h.	Duplicate Statement/ Repayment Schedule / any other document held with ABHFL request	Rs 200/- per instance
i.	Charge For Exchanging ECS mandate	Rs 750/- per instance
j.	CIBIL report retrieval fee	Rs 50/- per instance for Consumer and Rs. 500/- for Commercial CIBIL
k.	Loan Re-schedulement (at discretion of ABHFL) charges	0.50%
l.	NOC issuance charges	Rs 500
m.	Revision of Fixed rate to floating and vice-versa/ revision in loan interest rate/ tenure at discretion of ABHFL	2% of the loan outstanding

n.	<ul style="list-style-type: none"> <li>▪ Stamp Duty</li> <li>▪ Legal and other statutory charges</li> <li>▪ Insurance Premium</li> <li>▪ Creation charge with ROC</li> </ul>	As per actual, where applicable
<b>3.</b>	<b>Security for the loan</b>	
a.	Mortgage for the loan (detail of property to be mortgaged as security for the loan)	
b.	Guarantee (name of Guarantors)	
c.	Other Security (Details of other securities, if any)	
<b>4.</b>	<b>Insurance of the Property / Borrowers</b>	
	Detail of requirements and features of the insurance policy to be obtained for the property/borrowers	As per Sanction Letter and Loan Agreement.
<b>5.</b>	<b>Conditions for Disbursement of the loan</b>	
	Conditions for disbursement of the loan or any installment thereof viz., creation of security, submission of approved plans, stages of construction, statutory approvals	As per Sanction Letter and Loan Agreement
<b>6.</b>	<b>Repayment of the loan &amp; interest</b>	
a.	Amount of EMI as per sanctioned amount	As specified in Sanction Letter and Loan Agreement.
b.	Total number of installments (EMI)	
c.	Due Date for payment of PRE EMI	
d.	EMI Due date	
e.	Procedure for advance intimation of the changes in rate of interest/ EMI	<ul style="list-style-type: none"> <li>▪ Mail/letters shall be sent to the customers mailing address intimating change in rate of interest / EMI.</li> <li>▪ ARR shall also be updated on ABHFL website.</li> </ul>
<b>7.</b>	<b>Brief procedure to be followed for Recovery of overdues</b>	<b>Refer to Annexure "A"</b>
<b>8.</b>	<b>Customer Service</b>	
a.	Visiting Hours at office	9.30 a.m. to 6.00 p.m. Monday to Friday (except on Public Holiday)
b.	Details of person to be contacted for customer service	Officer In charge of the concerned Area Office / Business Centre / Head Customer Service.
c.	Procedure to obtain the following including time line therefore:	
	i. Loan account statement	Within 3 working days after customer's request.
	ii. Photocopy of the title documents	Within 30 days from the date of written request along with requisite fees.
	iii. Return of original documents on closure/transfer of the loan	Within 30 days from the date of receipt of request letter from the Borrower subject to clearance of fund.
<b>9.</b>	<b>Grievance Redressal</b>	<b>Part of Fair Practice Code. ( Annexure "B")</b>

## **Annexure “A”:**

### **Brief procedure to be followed for Recovery of over dues**

1. If one or more of the Events of Defaults shall have occurred, then, the Lender, by a written notice to the Borrower may declare the principal and all accrued interest and charges on the Loan which may be payable by the Borrower under or in terms of the Agreement and/or any other agreements, documents subsisting between the Borrower and the Lender, 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 the Loan and any other loans shall become enforceable, notwithstanding anything to the contrary in the Agreement or any other agreement/s or documents. On occurrence of any of event of default, the Lender shall have right to recall the entire outstanding loan amount with all other charges and interest and the Borrower, Co-borrower, Guarantor will be liable to forthwith repay such loan amount without any demur or protest.
2. 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 to the Lender notice thereof in writing specifying such Event of Default, or such event.
3. In the Event of Default, the Lender shall be entitled to communicate, in 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 including but not limited to visiting the Property and/or place of work of the Borrower.
4. The lender will be entitled to exercise all its rights as specified in the loan agreement and other related documents executed between the Borrower and the Lender.

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 Securitization and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 (SARFAESI Act) or under any other law, is followed purely under the directions laid down under the respective law. Intimations / Reminders/ Notices(s) are given to customer/s prior to initiating appropriate legal steps for recovery of overdues, by the various legal tools like Negotiable Instruments Act, Civil Suit, SARFAESI Act etc.

## **Annexure “B”:**

### **4.6 Grievance Redressal Mechanism**

In order to make ABHFL’s redressal mechanism more meaningful and effective, a structured system has been built. This system would ensure that the redressal sought is just and fair and is within the given frame- work of rules and regulation.

#### **4.6.1 Machinery to handle customer complaints/ grievances**

Customers who wish to provide feedback or send in their complaint if they are not satisfied with the services provided or may want to report any improper misconduct by ABHFL or its representative such as DSA/ RP /Collection agents etc. may use the following channels between 9:00 am and 9:00 pm, Monday to Sunday.

- Call our Customer Service Helpline on 1800-270-7000
- Email us at [care.housingfinance@adityabirlacapital.com](mailto:care.housingfinance@adityabirlacapital.com)
- Write to us at the below mentioned address:  
Aditya Birla Housing Finance Limited – Customer Service Cell  
One Indiabulls Centre, Tower 1, 15<sup>th</sup> Floor, 841 Senapati Bapat Marg,  
Elphinstone Road, Mumbai – 400 013

In case the complaint is not resolved within the given time or if he/she is not satisfied with the solution provided by ABHFL, the customer can approach the Complaints Redressal Officer. The name and contact of the Complaint Redressal Officer is as follows:

Mr. Muthiah Ganapathy  
**Tel. No.:** +91-22-4356 7225  
**Email Id:** muthiah.ganapathy@adityabirlacapital.com

In case the response received through the above channels are not satisfactory, they can write to the Head of our Complaint Redressal Cell at: [grievance.housingfinance@adityabirlacapital.com](mailto:grievance.housingfinance@adityabirlacapital.com).

We assure a response to letters / emails received through this channel within 5 working days.

If the complaint/dispute is not redressed within a period of one month, the customer may appeal to the regulatory authority of Housing Finance companies – the National Housing Bank in offline mode by post, in prescribed format available at below link, – at the address given below:

[https://grids.nhbonline.org.in/\(S\(Ocixd2l420ampmiuolt4fxz2\)\)/default.aspx](https://grids.nhbonline.org.in/(S(Ocixd2l420ampmiuolt4fxz2))/default.aspx)

**National Housing Bank**

Complaint Redressal Cell

Department of Regulation and Supervision

National Housing HFCs, 4th Floor, Core-5A, India Habitat Centre, Lodhi Road,  
New Delhi - 110 003.

**Email Id:** [crcell@nhb.org.in](mailto:crcell@nhb.org.in)

**Website:** [www.nhb.org.in](http://www.nhb.org.in) (Under the head of Grievance Redressal System there is an option to lodge the compliant in Physical mode and Online mode(GRIDS))/  
<https://grids.nhbonline.org.in>

**4.6.2 Disclosure**

ABHFL is authorized to disclose from time to time any information relating to the loan to any credit bureau (Existing or Future) approved by Government of India or any authority as may require from time to time without any notice to the applicant. ABHFL is also authorized to make inquiries with the Credit Information Bureau of India (CIBIL) and get the applicants Credit Information Report. The most Important Terms and Conditions mentioned above are an indicative list of terms and conditions of our loan products. These terms and conditions are further described in our loan agreement under relevant sections/schedules and therefore should be read in conjunction with those mentioned in the loan agreement and/or sanction letter.

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.

The above terms and conditions have been read by the borrower/s / read over to the borrower/s by Shri / Smt. / Km \_\_\_\_\_ (by our official) of the Company and have been understood by the borrower/s.

\_\_\_\_\_  
(Signature or thumb impression of the Borrower/s)

\_\_\_\_\_  
(Signature of the authorized person of ABHFL)

Date:

Place: