

## **MOST IMPORTANT TERMS AND CONDITIONS**

Terms and Conditions of **Housing Loan** agreed to between \_\_\_\_\_ (**Applicant**) & \_\_\_\_\_ (**Co-Applicant**) and HomeShree Housing Finance Limited (“**COMPANY**”) are as under :-

### **1. Loan**

- **Loan Amount** : Rs. \_\_\_\_\_
- **Type of Loan** :
- **Purpose of Loan** :
- **Rate of Interest** : \_\_\_\_\_ %
- **Tenure** : \_\_\_ Years
- **LTV** : \_\_\_ %

### **2. Security for the Loan**

- **Mortgage** :
- **Guarantee** :

### **3. Insurance of the Property/Borrowers.**

- The Company may at its own discretion direct the borrower \_\_\_\_\_ (**Applicant**) to obtain a comprehensive and composite insurance policy in respect of the property and/or any other insurance policy that may be required by Company in exercise of its sole and absolute discretion at his/her/their own cost and expenses. The insurance value over the property should be offer value higher or equivalent to the loan amount or the value of the structure of the property whichever is higher. The Borrower shall get lien of COMPANY loss payee, noted on the insurance policy confirming that COMPANY has the first claim on the proceeds of the policy amount and the borrower shall furnish such insurance cover or policy to COMPANY.

### **4. Conditions for Disbursement of the Loan**

- The Borrower has furnished evidence, to the complete satisfaction of COMPANY (of the proposed utilization of the proceeds of the disbursement of the loan) that at the time of request of disbursement, the disbursement sought is required immediately by the borrower for the purpose of loan.
- The Borrower/s shall execute and/or deliver such documents, security documents, agreements, guarantees, indemnities, demand promissory notes, declaration etc as COMPANY may in its sole and absolute discretion may require.
- The Borrower/s shall have furnished evidence to the full satisfaction of COMPANY that all consents, approvals and permissions require for availing of the loan and/or creation of security have been obtained evidence to the affect that these are not required.
- The borrower/s shall have furnished to the full satisfaction of COMPANY, documentary evidence of title and ownership over the property in favour of the borrower/s or any one of the borrower/s

(Applicant)

(Co-Applicant)

as the case may be and that these documents are also valid, binding and subsisting and that necessary security can be created in favour of COMPANY in the form and manner as suggested/required by COMPANY.

- In the event where security furnished by the borrower/s is found to be insufficient/incorrect in value, the Borrower/s shall be directed to furnish additional security as may be required by COMPANY and the borrower shall be bound to comply with such demand within the time period required by COMPANY.
- That COMPANY reserves its right to recall the loan facility after five year from the date of this agreement. The Loan facility will be reappraised and necessary information and documents may be asked for further review of the facility. Further continuation of the loan facility shall be based on appraisal report, to the satisfaction of COMPANY and with additional terms and conditions, as COMPANY deems fit and proper. The decision of COMPANY towards continuation of the loan facility shall be final and binding of the borrowers.
- **Other Terms and Conditions of the above mentioned \_\_\_\_\_ are same as mentioned in the Sanction Letter \_\_\_\_\_ dated \_\_\_\_\_.**

#### 5. Repayment of the Loan and Interest

- Amount of EMI : Rs. \_\_\_\_\_ /-
- Total number of Installments : \_\_\_\_\_
- ROI : \_\_\_\_\_ %
- Due Date of Pre-EMI Interest : \_\_\_\_\_.
- Due Date of EMI :
- Schedule of Charges : **Annexure-I**
- Foreclosure Charges : **Annexure-II**

#### 6. Brief Procedure to be followed for recovery of over dues

- 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 this 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 this 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.
- 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.
- In the Event of Default, the Lender 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 including but not limited to visiting the Property and/or any place of work of the Borrower.
- 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.

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## 7. Customer Services

- Visiting Hours at the office are Monday to Saturday, 10.00 A.M. to 5 P.M.
- Contact for Customer Services: Borrower shall forward a written application for obtaining Loan Account Statement, photocopy of the title documents, return of original documents on closure/transfer of loan and the same shall be provided to the Borrower within reasonable time (5 to 10 working days).

## 8. Grievance Redressal

In case of any grievance, the customer may approach Grievance Redressal Officer, of the COMPANY and register the complaint either by Letter/by e-mail/ visit the branch office. The customer shall be responded within a period of 6 weeks from the date of complaint.

After examining the matter, we shall send the customer our Final Response or explain why it needs more time to respond and shall endeavor to do so within 7 working days.

By Letter:

To,  
The Customer Service Head  
HomeShree Housing Finance Ltd.  
705, Arunachal Building, 19 Barakhamba Road  
Connaught Place, New Delhi - 110001

One can also lodge a complaint through email. Our email id is [homeshree.delhi@gmail.com](mailto:homeshree.delhi@gmail.com)  
In case the response is unsatisfactory the Complainant may approach NHB as per the below address, in case he does not receive the response from the Company within reasonable time or is dissatisfied with the response received.

National Housing Bank  
Department of Regulation and Supervision  
(Complaint Redressal Cell)  
4th Floor, Core 5-A, India Habitat Centre  
Lodhi Road, New Delhi – 110003

It is hereby agreed that for detail 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 above terms and conditions have been read by the borrowers and have been understood by the borrowers.

**For HomeShree Housing Finance Limited**

**Authorized Signatory**

**(Applicant)**

**(Co-Applicant)**

## SCHEDULE OF CHARGES

S. No.	Transaction Loan	Charges*
1.	Processing Fee	<ul style="list-style-type: none"> <li>▪ In case of Home Loan (Upto 2% of Loan Applied)</li> <li>▪ In case of Other Loan (Upto 2.5% of Loan Applied)</li> </ul>
2.	Legal Opinion Charges, ROC Search Charges, Non- Encumbrance Certificate from SRO charges (As applicable)	As per Actual
3.	CERSAI Fees	<ul style="list-style-type: none"> <li>▪ Rs. 500/- (Original filling and for modification)</li> <li>▪ Rs. 250/- for any satisfaction of the original filling</li> </ul>
4.	PDC / ECS Dishonor Charges	Rs. 500 /- Per Bouncing
5.	Late Payment Charges	2% per month interest on EMI Outstanding
6.	PDC/ECS Swapping charges	Rs. 500/- Per Swapping
7.	Document Retrieval Charges	Rs. 500/- Per Retrieval
8.	Duplicate Statement / Certificate	Rs. 500/- Per Certificate
9.	Cheque/ECS/EMI Cycle Change	Rs 1000/- Per Change
10.	Property Swap Charges	2% of Principal Amount Outstanding
11.	Statement of Account	Rs. 500/- Per Event (No charges for first SOA every Financial Year)
12.	Each Personal Visit to Customer's Place for Collection of Dues	Rs. 500/- Per Visit
13.	Loan Cancellation Charges	Rs. 5,000/- + Rate of Interest from the date of disbursement till the date of cancellation
14.	Recovery Charges (Legal / Repossession & Incidental)	As per Actual
15.	Custodian Fee for keeping property documents in closed loans beyond 1 month of closure	Rs. 500/- Per Month

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**FORECLOSURE/PREPAYMENT CHARGES**

<b>S. No.</b>	<b>Closure of Loan (From Date of Disbursement)</b>	<b>Charges (% of principal Outstanding)*</b>
1.	Within 1 Year	4%
2.	After 1-2 Year	3%
3.	After 2 Year Onwards	2%

**Note:**

1. If the Housing Loan has been closed via “own contribution” in case of Individual borrowers then no foreclosure charges will be levied otherwise they will be le-viable (applicable on loan given at fixed rate of interest).
2. No prepayment penalty shall be levied on loan given at floating rate of interest in case of individual borrowers irrespective of the source of repayment.
3. \*Above mentioned Schedule of Charges (inclusive of foreclosure amount) is exclusive of GST, hence, GST will be charged in addition as per applicable rates in force.

**(Applicant)****(Co-Applicant)**