

MOST IMPORTANT TERMS AND CONDITIONS
(FOR BUILDER FINANCE/HOME LOANS/LOAN AGAINST PROPERTY)

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Dear Sir/ Madam,

We thank you for availing a Loan from **Hero Housing Finance Limited** (hereinafter referred to as “**HHFL**”/ “**Company**”), a housing finance company registered under National Housing Bank and having its registered office at 09, Community Centre, Basant Lok, Vasant Vihar, New Delhi - 110057. In our endeavour to be transparent with our borrowers, we communicate the major terms and conditions agreed between the Company and the borrowers. Accordingly, we request you to please note the following major terms and conditions agreed by you and other borrowers (hereinafter collectively referred as ‘the **Borrower**’ or ‘**you**’) with Company for the captioned loan availed by you:

1. Loan Amount (Sanctioned Amount)	₹. ____/- (Rupees _____ only)
2. Interest	
i) Type Appropriate one to be chosen depending on applicability.	On Fixed Rate or Floating Rate or Dual Rate
ii) Applicable Rate of Interest	On Floating Rate basis: ____% per annum (Hero Reference Rate +/-%) On Fixed Rate basis: ____% per annum
iii) Moratorium or Subsidy	
iv) Date of Reset of Interest	As per the Company’s internal policy on Rate of Interest.
v) Modes of Communications of changes in Interest Rate	Any change in the Rate of Interest will be communicated through Letter/ SMS/ E-mail to the borrower(s) or Information at branch or Notification on the Company’s website.
3. Instalments Types	Monthly
4. Loan Tenure	To be provided in months.
5. Purpose of Loan Purpose as given in the Loan Agreement to be mentioned	
6. Fee and Other Charges <i>(The fee and charges do not include GST, any cess & other taxes, levies etc. prescribed by the Government of India or the respective state. The fee and charges may be changed by HHFL at its sole discretion of HHFL and any change in the same would be published on the Company’s website or may be intimated to the customer via letter/email)</i>	
i) At the time of Application and Documentation	

a) Processing Fee (PF) for Home Loan*	Upto of the loan amount sanctioned
b) PF for Loan Against Property/ Non-Housing Loans*	Upto of the loan amount sanctioned
c) Charges to be paid to CERSAI	As applicable and prescribed by CERSAI
d) Stamp Duty and Registration Charges	As prescribed by the Government
<i>* Out of the PF, non-refundable initial amount of Rs..... + GST to be paid along with application. Balance to be paid after sanction.</i>	
ii) Charges during the term of loan	
a) Duplicate Income Tax Certificate	₹
b) Statement of account	₹
c) Cheque dishonour charges/rejection of ECS/NACH Mandate (per instrument)	₹
d) Change in Repayment Mode/EMI Cycle change	₹
e) Change in loan tenor or EMI, addition or deletion of borrower(s) after loan disbursement	₹
f) Change in Property	₹ of principal amount outstanding
g) Loan cancellation charges	₹ + rate of interest from the date of disbursement till date of request for cancellation.
h) Document Retrieval	₹
i) Cheque/ Draft/Cash Collection Charges	₹
j) Recovery Fee	₹
k) Title Search fees	
l) Legal Fee	₹
iii) On Foreclosure/ Pre-Payment/ Part-Payment	
a) Housing/ Non-Housing Loan on floating rate disbursed to an Individual provided any non-individual entity is not part of loan structure as borrower or co-borrower	Nil
b) Housing Loan on fixed rate closed through own sources <i>(the term "own sources" shall mean any source other than by borrowing availed off by the Borrower from a Bank, Housing Finance Company, Non-Banking Financial Company and/or a financial institution)</i>	Nil
c) Housing Loan on fixed rate closed through Balance Transfer or money received from sources other than 'own sources' % of the principal amount being paid
d) Housing/ Non-Housing Loan on floating rate where a non- % of the principal amount being paid

individual entity is part of loan structure as borrower or co-borrower	
e) Recovery of proportionate actual expenses, in case of pre-closure of Loan within twelve months from disbursement date(s), from individual borrower(s)	₹.....
f) Documents handling charges post closure of loan	₹..... per day, beyond 30 days from date of closure
iv) Refund of Processing Fee if loan not sanctioned/ disbursed	₹.....
v) Conversion Charges for switching from floating to fixed interest and vice-versa; Re- Pricing / Conversion Charges (If Offered) % of the Principal Amount Outstanding
vi) Penalty for Delayed Payments % p.m. on EMI overdue
7. Security / Collateral for the loan	
i) Mortgage Secured by Equitable / Registered mortgage/extension of mortgage of the following property: Details of Property to be mortgaged to be provided here	
ii) Guarantor Name of the Guarantor	
iii) Other Security Details of Other securities if any	
8. Utilisation of the Loan The amount of the Loan shall be utilized strictly for the purpose detailed in the Borrower's application form and in the manner prescribed. The construction of the house/flat or the modification/extension proposed by the borrower in the existing house/flat should be strictly according to the plan approved by the Local Authorities/Town Planning and Development authorities. Any modification desired in the plan as originally approved, can be undertaken only after express sanction for it has been obtained from the appropriate authority.	
9. Insurance of Property/ Borrowers It will be the Borrower's responsibility to ensure that the property offered as security is duly and properly insured against fire and other hazards for an amount specified by HHFL, during the period	

of this Loan, with HHFL as sole beneficiary. The evidence thereof shall be given to HHFL every year and/or whenever asked for by HHFL. Regardless of the amount being specified by HHFL for the said purpose, the Borrower shall remain absolutely obligated to insure the property for an adequate amount.

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

10. Major Conditions for Disbursement of the Loan

- a) Submission of all relevant documents as mentioned by HHFL in the sanction letter/ Loan Agreement;
- b) Clear, marketable title of the property in favour of the Borrower;
- c) All the security documents prescribed have been executed by borrower/co-applicant (s)/ guarantor/s
- d) A valid mortgage (equitable or registered if equitable mortgage is not possible) has been created in favour of the HHFL as per the laws of the State.
- e) Wherever creation of mortgage is likely to be delayed for any valid reason, suitable security including third party guarantee, has been taken for the interim period.
- f) The loan will be disbursed in stages where a loan for construction is desired or purchase is through payment to seller in instalments.
- g) Submission of all relevant documents as mentioned by HHFL in the Sanction Letter / Loan Documents;
- h) Clear Legal & Technical report on assessment of the property;;
- i) Payment of own contribution by the Borrower (total cost of flat less the loan amount), as specified in the Sanction Letter ;
- j) Providing adequate utilization proof of the Loan;
- k) Undertaking by the Borrower to regularly provide HHFL information, including details regarding progress / delay in construction, any major damage to the property, change in employment/ contact details, non-payment of taxes pertaining to property, etc ;
- l) The construction is being undertaken as per the approved plans;
- m) The Borrower has satisfied himself/herself that required approvals for the project have been obtained by the developer;

All required approvals for the property have been obtained and are available with the seller in case the property is being purchased in resale.

11. Repayment of the Loan & Interest

The Loan will be repayable through the Equated Monthly Instalments (“EMIs”) on the monthly due date mentioned in the loan documents. The EMIs shall be calculated on the amount actually disbursed. The amount and no. of EMI shall be subject to the applicable rate of interest.

Consequent upon any change/revision in applicable rate of interest, HHFL shall have the right and sole discretion to revise the EMIs or to revise repayment period or both and accordingly fresh set of

Post Dated Cheques (“PDCs”) shall be deposited and/or irrevocable ECS mandate shall be given by you suo motu for revised EMIs.

Pre-EMI Interest (“PEMII”) would be required to be paid, on monthly basis on the due date mentioned in the Disbursement Letter. It shall be charged from the date of the first disbursements to the date of commencement of EMI in respect of the Loan.

In case of delayed payment, overdue interest for the delayed period will be charged at rates as determined by HHFL from time to time.

Without limiting to the generality of the aforesaid, the Borrower shall provide such number of PDC’s as mandated by HHFL from time to time for the amounts specified by HHFL towards repayment of the Loan.

Amount of EMI:

Total number monthly instalments:

Procedure for advance intimation of the changes in the rate of interest/ EMI- Any change in the Rate of Interest will be communicated through Letter/ SMS/ E-mail to the borrower(s) or Information at branch or Notification on the Company’s website.

12. Brief Indicative Process on Recovery of dues / overdue amounts:

On occurrence of any event of default as mentioned in the Loan Agreement (“Event of Default”), all outstanding amounts owned by the Borrower to HHFL shall become payable forthwith and HHFL reserves the right to undertake such necessary processes/measures to enforce its rights under the Loan Documents including but not limited to charging Overdue Charges for the delayed payment, recovery of over dues by enforcing the Security in accordance with the remedy available under the Law. The actual procedure shall be determined by HHFL depending upon the circumstances of each case.

13. Inspection:

HHFL will have the right to inspect, at all reasonable times, the borrower’s property by an officer of the HHFL or a qualified auditor or a technical expert as decided by the HHFL and the cost thereof shall be borne by the Borrower.

14. Default:

In the event of default i.e. if the amount due is not paid by due date, the customer will be sent reminders from time to time for payment of any outstanding on his loan account, by post, fax, telephone, email, SMS messaging and/or through third parties appointed for collection purpose to remind, follow-up and collect dues. Any third party so appointed, shall adhere to the code of conduct of the Company on debt collection.

15. Disclosure:

HHFL 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 and Reserve HHFL of India without any notice to the borrower. State HHFL of India is also authorized to make inquiries with the Credit Information Bureau of India (CIBIL) and get the applicants Credit Information Report.

16. Date on which annual outstanding balance-statement will be issued- By every year.

17. Customer Services

Branch Visiting hours	10:00 AM to 6:00 PM (Monday to Friday). Hero Housing Office remains closed on Saturday and Sunday.
Customer Care Contact details	Email: Phone No.:
Loan Account Statement Time Line	10 working days
Title documents Photocopy Time Line	15 working days
Return of original documents Time Line on closure/ transfer of the Loan	30 working days.
<p>Turn Around Time (TAT) will start after completion of all the documents and submission of fee (if any). TAT does not include Saturday, Sunday and Holidays.</p> <p>Borrower can obtain these services from HHFL's office by providing Loan Account Number and Identity Proof. Alternatively, the Borrower can "Write to us", under "Customer Care" section of its website, i.e., www.herohfl.com.</p> <p>Note: The turnaround time for each of the service request is subject to change at the company's discretion.</p>	

18. Grievance Redressal

As a customer, if you have any feedback/ suggestions or grievances with respect to the services offered by **Hero Housing Finance Limited**, you may write to the Company's Customer Service Department through any of the following channels:

Level 1

The customer may post his/her complaint to the Branch Office or Write to us under 'Customer Care' section of our website, i.e., www.herohfl.com.

The complaint will be addressed by _____.

Level 2

If the customer is not satisfied with the resolution provided by the Business Head, the customer may post his/ her complaint to The Grievance Redressal Officer at _____

Alternatively, Customers may write to The Grievance Redressal Officer at below mentioned address (*Note: - Please mention 'Grievance Redressal' on the top of the envelope*):

Hero Housing Finance Limited
09, Community Centre,
Basant Lok, Vasant Vihar,
New Delhi-110057

Level 3

If you are still not satisfied with the resolution you receive, please write to our CEO at _____

Level 4

If you are not happy with the resolution provided by the above levels, the customer may approach the

Complaint Redressal Cell of National Housing Bank by lodging its complaint in online mode at the link <https://grids.nhbonline.org.in/>, OR in offline mode by post, in the prescribed format available at link <http://www.nhb.org.in/Grievance-Redressal-System/Lodging-Complaint-Against-HFCs-NHB%E2%80%93Physical-Mode.pdf> at the following address:

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

15. The sanction and/ or disbursal of the loan shall be at the sole discretion of **Hero Housing Finance Limited.**

16. Hero Housing Finance Limited shall, at its sole discretion and under intimation to you, be entitled to amend or modify the term and conditions of the loan and all such amendment or modification, shall be deemed to be effective and binding on you.

The Most Important Terms and Conditions (“MITC”) for the loan availed by Borrower from **Hero Housing Finance Limited** are to be read and understood in conjunction with the terms contained in the Sanction Letter and the Loan Documents and other transaction documents which shall be executed in reference to the Loan with HHFL (collectively referred to as the “**Finance Documents**”).

The MITCs mentioned above are only important terms and conditions and are not exhaustive. The Loan shall be governed by the Loan Documents including the Sanction Letter. In the event on a contradiction between of the terms and conditions set out herein and the Loan Documents, the terms and conditions of the Loan Documents shall prevail.

For Hero Housing Finance Limited (Authorised Signatory)	Signature(s) or thumb impression of the Borrower (s)
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Date:

Place: