

# **ROHA HOUSING FINANCE PVT. LTD**

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

**(As reviewed by the Board of Directors of the Company on January 25, 2022)**

**Version - VI**

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

This Most Important Terms and Conditions (MITC) document is being prepared keeping in view the Appendix XII (b) of the **Reserve Bank of India Master Direction - Non-Banking Financial Company - Housing Finance Company (Reserve Bank) Directions, 2021** having reference number RBI/2020-21/73, DOR.FIN.HFC.CC.No.120/03.10.136/2020-21 dated February 17, 2021 applicable for all Housing Finance Company.

The Most Important Terms and Conditions (MITC) of loan between the borrower and Roha Housing Finance Private Limited (hereinafter referred as RHFPL) having its registered office at JJT House, Plot No. A/44-45, Road No. 2, MIDC, Andheri East, Mumbai 400 093 (hereinafter referred to as "RHFPL") are agreed upon and mentioned below.

### **1. Loan :**

Loan is sanctioned basis a combination of several factors like repayment capacity, collateral security, past and present credit history and other risk parameters. Borrower(s) is/ are advised to refer to the loan agreement to know the loan amount sanctioned and other details hereto.

### **2. Rate of Interest:**

#### **i. Type (Fixed or Floating or Semi-Fixed) :**

RHFPL offers Fixed, Floating or Semi-Fixed rate loans to its Borrower. Fixed interest rate loan is where the interest rate doesn't fluctuate during the fixed rate period of the loan. Floating interest rate loan does not have a fixed rate of interest over the life of the loan. The interest rates can change with the change in pre-determined fixed / reference rate. Semi-Fixed rate loan is of fixed rate of interest during initial years and floating rate of interest thereafter. Borrower(s) is/ are advised to refer to the loan agreement to know the period of fixed and variable rate period of loan sanctioned.

#### **ii. Interest Chargeable:**

Floating Rate of Interest is computed with reference to the RHFPL-Reference Rate (RRR) of RHFPL together with the margin, if any, as specified in detail in the loan agreement.

#### **iii. Moratorium or Subsidy :**

RHFPL do not offer Interest Moratorium or any Subsidy on its Borrower.

#### **iv. Date of reset of interest :**

Interest Rate Reset Revision (RRR) Cycle is quarter of English Calendar year beginning from first day of January, April, July, and October of each year. RRR will be reset on the first day of the quarter following the month in which the RRR is changed. This will be applicable in loan on floating rate of interest.

#### **v. Modes of Communication of changes in interest rate:**

Any change in RRR would be duly communicated to the borrower at the contact

details provided by the borrower to the Lender through SMS/ E-mail/ Courier or any other electronic mode prevalent for the time being.

**3. Installment types:** Monthly.

**4. Loan Tenor:**

RHFPL offers loan ranging in tenor from 1 year up to 30 years depending on a combination of various parameters like age of borrower, loan product, collateral security etc. Borrower(s) is/ are advised to refer the loan agreement to know the loan tenor sanctioned.

**5. Purpose of the Loan:**

The RHFPL offers a variety of loan options depending on the requirement of the Borrower like Home Loan for Purchase or Construction or Renovation or Loan against Property or Loan for Purchase of Plot/Commercial Property etc. Borrower(s) is/ are advised to refer the loan agreement to know the Purpose of Loan sanctioned.

**6. Fee and Other Charges**

The charges/ fees as more particularly described in the **Annexure A** hereinbelow are as on date of the loan agreement and are subject to change from time to time. For latest updated details of applicable fee and other charges, please refer to the RHFPL's official Website [www.rohahousing.com](http://www.rohahousing.com). All applicable fees & charges are subject to levy of applicable and is payable in addition to the fees/ charges.

**Fee Refundable if loan not sanctioned/ disbursed:** Initial Login Fee paid by customer for availing the loan is **non-refundable**.

**7. Security/ Collateral for the Loan:**

Security of the loan would generally be security interest on the property being financed and/ or any other additional security in the nature of additional property/ Guarantors as may be mandated by RHFPL. Borrower(s) is/ are advised to refer the Facility agreement and sanction letter to know the security details of the loan sanctioned.

**8. Insurance of the property/Borrower:**

- i. The Borrower shall keep all properties under security insured with comprehensive insurance policy which is at least equivalent to the loan outstanding at any point of time during the pendency of the loan and RHFPL will be the sole beneficiary under said policy/policies till the outstanding under the loan facility.
- ii. The Borrower shall keep his/their life insured equivalent to loan outstanding at any point of time during the pendency of the loan with RHFPL as the sole beneficiary under said policy/policies

**9. Conditions for Disbursement of the loan:**

RHFPL shall not disburse any loan to the Borrower unless the conditions mentioned in the sanction letter and loan agreements are complied with to the satisfaction and sole discretion of RHFPL few of which are as given below:

- The Borrower must fulfill the RHFPL's requirement of credit worthiness.
- Execution of loan agreement and such other ancillary documents.
- Submission of cheques/ NACH/ etc. any other clearing system in force for the time being towards repayment of installments creation of security in favour of RHFPL.
- Utilisation of disbursement should be as per the end-use specified
- The Borrower must disclose every material fact which may affect the Borrower loan proposal.
- Submission of all relevant documents as mentioned by RHFPL in the Loan Documents.
- Legal & technical assessment of the property provided as Security.
- Payment of own contribution by the Borrower(s) (total cost/expense of flat/property less the Loan amount), as specified in the Disbursement Letter.
- Providing adequate utilization proof of the Loan.
- Undertaking by the Borrower to regularly provide RHFPL information, including details regarding progress/delay in construction, any major damage to the Security, change in employment/ contact details, non-payment of taxes pertaining to property, etc.
- The construction is being undertaken as per the approved plans.
- The Borrower(s) 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.

#### **10. Repayment of Loan & Interest:**

Repayment of Loan to be by way, of pre-EMI/ EMI during the entire tenor of the Loan as per terms outlined in the loan agreement. Borrower is advised to refer to the loan agreement for details of repayment, in Equated Monthly Installments (EMI/ Pre-EMI) or other payments, EMI cycle, due dates etc. Any change in the RRR/ EMI would be communicated in advance as per clause 2(v) above of MITC.

#### **11. Brief on procedure to be followed for Recovery of Overdue :**

On the occurrence of Event of Default as mentioned in the loan agreement, the Borrower will be sent reminder from time to time for payment of the outstanding amount on his loan account by Telephone, E-mail, Courier, SMS and/ or to the third parties appointed for collection purposes to remind, follow-up and collect dues.

The Collection methodology broadly includes the following:

##### **a. Tele-Calling:**

It involves contacting the Borrower over the phone and making them aware about the missed due date and requesting to pay the arrears at the earliest.

**b. Field Collection:**

It involves meeting the Borrower and collecting the payment of the amount due. The activity shall be carried out through employees of RHFPL or authorized representatives. The payment would be collected either in cash or in the form of a cheque/ DD against the valid receipt only which will be issued to Borrower.

**c. Legal Action:**

Legal action shall be taken based on circumstances of each delinquent account, as per the policy of RHFPL and pursuant to the provision of applicable laws. Hence, RHFPL shall use a judicious mix of field visit, written communication and legal action to ensure proper and effective coverage for the different category of delinquent account.

**12. Annual Outstanding Balance Statement:**

The Lender will issue the Annual Outstanding Balance Statement along with Annual Income Tax Certificate for the preceding Financial Year to all Home Loan Borrower in the first quarter of every financial year(if required).

**13. Customer Services:**

- a) Borrower can visit the Service Branch during visiting hours of 10:00 am to 6:00 pm from Monday to Friday (Except on Public Holidays).
- b) Borrower can contact our Call Centre at 1800-266-2111 (toll free) between 10:00 am – 6:00 pm from Monday to Friday (Except Public Holidays).
- c) Borrower can reach to Customer Service vide e-mail: [customerservices@rohagroup.com](mailto:customerservices@rohagroup.com)

Indicative Timelines of common request servicing:

- i) Loan account statement - 7 working days from date of request
- ii) Photocopy of the title documents - 14 working days from date of request
- iii) Return of original documents on closure/ transfer of loan - 20 working days from date of request

**14. Grievance Redressal:**

Any customer having a grievance/ complaint/ feedback with respect to the product and services offered by Roha Housing Finance Private Limited (hereinafter referred to as 'the Company') may write to the Company's Customer Service Department through any of the following channels:

- Call at 1800 266 2111
- Email ID: [customerservices@rohagroup.com](mailto:customerservices@rohagroup.com)
- You may write a letter at the address- Unit no 1117 & 1118, 11th Floor, World Trade Tower, Sector 16, Noida-201301.

➤ Website: [www.rohahousing.com](http://www.rohahousing.com)

**How a complaint should be made:**

In order to resolve queries and complaints/ grievances, the Company laid down the following Grievance Redressal Mechanism.

**Level 1: Modes of Raising Complaint:** A customer may raise complaint in writing, orally, electronically or over telephone:

<b>Complaint in Person</b>	A complaint book is available at the branches. A customer can obtain it from the branch and record his /her grievances therein.
<b>Call us</b>	Complaints can also be logged at Call Centre on toll free number of the company at 1800 266 2111
<b>Email</b>	<a href="mailto:customerservices@rohagroup.com">customerservices@rohagroup.com</a>
<b>Write to us</b>	Customer care Cell, Roha Housing Finance Private Limited, Unit no 1117 & 1118, 11th Floor, World Trade Tower, Sector 16, Noida-201301.
<b>Website</b>	<a href="http://www.rohahousing.com">www.rohahousing.com</a>

It is the duty of the customer to provide Loan Account Number, Reference no. provided by the Company, details of Feedback/ Suggestion/ Complaint and valid phone no. & e-mail ID while communicating with the Company. If a complaint is received from customer in writing, the Company shall send an acknowledgement/response within a week. If more time is required, the Company will inform the customer expected timeline. The acknowledgement shall contain the name & designation of the official who will deal with the grievance.

If the complaint is relayed over phone at the Company’s designated telephone helpdesk or customer service number, the Company shall provide to the customer a complaint reference number and keep him/her informed of the progress within a week’s time. If more time is required, the Company will inform the customer expected timeline.

After examining the matter, the Company will send final response or explain why the company needs more time to respond and shall endeavor to do so within 6 weeks of receipt of complaint and shall inform the customer mechanism to take the complaint further if he/ she is still not satisfied.

**Level 2:**

If the resolution of complaint provided at level 1 does not meet expectation or response is not received within the defined timescales; the customer can escalate complaint to [grievances@rohagroup.com](mailto:grievances@rohagroup.com).

At this level, a complaint is expected to be responded within 7 working days of receipt of complaint.

<b>Email</b>	<a href="mailto:grievances@rohagroup.com">grievances@rohagroup.com</a>
<b>Write to us</b>	Grievance Redressal Cell, Roha Housing Finance Private Limited, Unit no 1117 & 1118, 11th Floor, World Trade Tower, Sector 16, Noida-201301.
<b>Website</b>	<a href="http://www.rohahousing.com">www.rohahousing.com</a>

### Level 3:

If the resolution of complaint provided at level 2 does not meet expectation or response is not received within the defined timescales, such complaints may be escalated to the below mentioned person:

**Mr. Sunil Kapoor**  
**Roha Housing Finance Private Limited**  
 Unit no 1117 & 1118, 11th Floor,  
 World Trade Tower,  
 Sector 16, Noida-201301  
 Email: [ceo.hf@rohagroup.com](mailto:ceo.hf@rohagroup.com)

At this level, a complaint is expected to be responded within 7 working days of receipt of complaint.

### Level 4:

In case, a complaint is not redressed or the customer is dissatisfied with the response received, the customer may approach the Complaint Redressal Cell of the National Housing Bank by lodging its complaint in online mode at the link <https://grids.nhbonline.org.in> OR in offline/ physical mode by post, to the following address:

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

The complaint can also be e-mailed at [crcell@nhb.org.in](mailto:crcell@nhb.org.in)

The above Grievance Redressal Mechanism will be displayed clearly in all of the Company's offices/ branches and on the website. The Board will be provided with periodical review of the compliance of the Fair Practices Code and the functioning of the grievances redressal mechanism at various level.

These MITC shall be governed by the Laws of India. 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 / read over to the borrower, understood and agreed upon Borrower.

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# Schedule of Applicable Fees and charges:

Roha Housing Finance Private Limited (RHFPL)			
Transaction	Fees/ charges (in Rs.) w.e.f. 01/02/2022		
<b>Pre-Disbursement</b>	<b>All fees and Charges are exclusive of GST</b>		
Initial Login Fees (Non-Refundable, Non - adjustable)	Option 1 Up to Rs. 2,100	Option 2 Up to Rs. 3,000	Option 3 Up to Rs. 4,237
*Verification Charges	Option 1 Up to Rs. 6,500 + up to 2.5% of Loan amount	Option 2 Up to Rs. 5,600 + up to 2.5% of Loan amount	Option 3 Up to Rs. 4,363 + up to 2.5% of Loan amount
Fees for Certified True Copies of Title Deeds from SRO (if any)	As per Actual		
Stamp duty on loan documents, other legal documents like Indemnity Bond, Legal Undertakings, Legal Affidavits, Personal Guarantee Bond, Power of Attorney, etc. and charges for registration of Notice of Intimation	To be procured and paid by borrower directly. The charges will be as applicable under the relevant state laws.		
<b>Post-Disbursement</b>			
Cheque/ECS/Direct Debit/ACH/NACH Bounce charges (per instrument/transaction)	Rs. 500/-		
Repayment instrument swap Fees /EMI cycle change (per set)	Rs. 500/-		
ROI Conversion / Switch Fees	Variable to Fixed or Fixed to Fixed : Up to 1.5% of Loan outstanding		
Disbursement Cheque Cancellation Charges (any change in disbursement cheque on client request)	Rs. 500 /-		
Statement of account fees	Rs. 500 /-		
Loan Cancellation Charges / Loan Rebooking Charges (on client request)	Rs. 2,500/-		
Subsequent Technical Verification charge if any (for under construction property)	Rs. 1,000/-		
Document Retrieval charges (including copy of property papers)	Rs. 1,000 per request		
Copy of List of Documents (LOD) fees	Rs. 500/-		
Fees for Duplicate copy of NOC	Rs. 500/-		
Penal Interest on default instalment (EMI/Pre-EMI)	2% pm		
Recovery charges (Legal/Repossession & Incidentals)	On Actuals		
<b>Part prepayment / Foreclosure Fees – Home Loans</b>	<b>Home Loans</b>		<b>Loan Against Property</b>
For Individuals at variable rate	NIL		NIL
For Individuals at fixed rate	5% of amount pre-paid / foreclosed “As per clause (b) of NHB circular No. NHB (ND)/DRS/Pol-No.43/2011-12 dated 19/10/2011, Prepayment charges is applicable in all fixed rate housing loan account, if the Housing Loan is pre-closed by borrowing from a bank/HFC/NBFC and/or a financial institution.”		5% of amount pre-paid / foreclosed
For Non-Individuals	5% of amount pre-paid / foreclosed		
<ul style="list-style-type: none"> <li>Roha Housing Finance Private Limited (‘Company’) reserves the right to change the Schedule of fees/ charges at any point of time at its sole discretion. Any change will be uploaded on the Company’s website.</li> <li>All fees/charges to be paid only through Company branches / representatives, officials, employees, agents, etc by A/c payee crossed cheque, demand draft or any other mode eg. Bank transfer through RTGS/ NEFT or mobile wallets to the direct account of the Company in favour of “Roha Housing Finance Private Limited”. List of acceptable modes of payment of the fees are available with the Company officials.</li> <li>Cash payments to be made ONLY against valid receipt issued by Company officials.</li> <li>The Company does NOT charge any amount over and above the fees/ charges mentioned above and will NOT be liable or responsible for making payment of any amount to unauthorized persons.</li> <li>The above charges are applicable for all the products.</li> <li>All the above mentioned charges are excluding GST and GST will be charged as per applicable laws over and above the said charges.</li> <li>This schedule of charge is effective from February 1<sup>st</sup> 2022.</li> </ul> <p>*Verification charges includes expenses relating to Cersai, Legal, Technical, LIP, income assessment, FI, FCU, Documentation Charges and visit charges to verifications of applicants, office, residence and property).</p>			