

# **ROHA HOUSING FINANCE PVT. LTD**

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

**(As reviewed by the Board of Directors of the Company on September 30, 2024)**

**Version - X**

## **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 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 thereto.

### **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 to 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 Facility 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 Purchase or Construction or Renovation or Purchase of land or of Flat/Property and also Loan against Property or Loan for Purchase of Plot/Commercial Property or Home Equity etc. Borrower(s) is/ are advised to refer the facility agreement to know the Purpose of Loan sanctioned.

**6. Fee and Other Charges:**

The charges/ fees as more particularly described in the Annexure A herein below 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 GST/ any other applicable taxes and the same is payable in addition to the fees/ charges.

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

## **7. Penal Charges:**

The delay or default in payment of EMI/PEMI/Interest or any other dues shall render the Borrower liable to pay Penal Charges to RHFPL from the due date of payment till the payment date at the rate as mentioned in **Annexure-A** provided hereunder and as may be updated on the Company's website [www.rohahousing.com](http://www.rohahousing.com) from time to time.

## **8. 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 is/ are advised to refer the Facility Agreement and sanction letter to know the security details of the loan sanctioned.

## **9. Insurance of the property/ Borrower:**

- i. The Borrower shall keep all properties under security, insured with comprehensive insurance policy which shall be of an amount 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 is cleared by the Borrower to the satisfaction of the RHFPL.
- ii. The Borrower may 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.

## **10. Conditions for Disbursement of the loan:**

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

- The Borrower must fulfill the RHFPL's requirement of credit worthiness.
- Execution of Facility Agreement and such other ancillary documents.
- Submission of cheques/ NACH/ etc. or any other clearing system in force for the time being towards repayment of installments & creation of security in favour of RHFPL.
- Utilisation of disbursed amount should be as per the end-use specified.
- The Borrower must disclose every material fact which may affect the Borrower's loan proposal.

- Submission of all relevant documents as mentioned by RHFPL in the Facility Documents.
- Legal & technical assessment of the property provided as Security to be done.
- Payment of own contribution by the Borrower(s) (total cost/expense of flat/property less the Loan amount), as specified in the Disbursement Letter along with proof to be provided.
- Providing adequate utilization proof of the Loan disbursed.
- 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.
- RHFPL shall not disburse any loan to the Borrower unless the condition mentioned in the sanction letter and/or facility Agreement are compiled to the satisfaction of the Lenders.

#### **11. 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 Facility Agreement. Borrower is advised to refer to the Facility Agreement for details of repayment, 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.

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

On the occurrence of Event of Default as mentioned in the Facility Agreement, the Borrower will be sent reminder from time to time for payment of the outstanding amount on his/her 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.

**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 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.

**13. 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.

**14. Disclosure:**

RHFPL is authorized to disclose from time to time any information relating to the loan to any Credit Information Company ("CIC") authorised by the Reserve Bank of India without any notice to the Borrower. Further, RHFPL is also authorized to make inquiries with any CIC the Credit Information Bureau of India (CIBIL) and get the applicants Credit Information Report.

**15. Customer Services:**

- a) Borrower can visit the Service Branch during visiting hours of 10:00 am to 6:00 pm from Monday to Saturday (Except on Public Holidays & 1st and 2nd Saturdays).
- b) Borrower can contact to our Call Centre at 1800-266-2111 (toll free) between 10:00 am – 6:00 pm from Monday to Saturday (Except Public Holidays & 1st and 2nd Saturday's).

- c) Borrower can reach to Customer Service vide e-mail: [customerservice@rohahousing.com](mailto:customerservice@rohahousing.com) / [grievances@rohahousing.com](mailto:grievances@rohahousing.com)

Indicative Timelines of common request servicing:

- i. Loan account statement - 7 working days from the date of request
- ii. Photocopy of the title documents - 14 working days from the date of request
- iii. Return of original documents on closure/ transfer of loan – 30 days from date of closure.

## 16. Grievance Redressal:

The customers may raise their complaint in writing, orally, electronically, through website or over telephone.

Any customer having a grievance/ complaint/ feedback with respect to the product and services offered by RHFPL may write to the Company's Customer Service Department through any of the following channels:

- **Call at** 1800 266 2111
- **Email ID:** [customerservice@rohahousing.com](mailto:customerservice@rohahousing.com) / [grievances@rohahousing.com](mailto:grievances@rohahousing.com)
- **You may write a letter at the address-** Roha Housing Finance Private Limited,  
A-45, 2nd Floor, Civtech Building, Noida Sec-4, 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 has 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 register is available at the branches. A customer can record his /her grievances therein. A customer can also drop his/her complaint in complaint boxes during the working hours from 10:00 A.M to 6:00 P.M.
<b>Call us</b>	Complaints can also be logged at Call Centre on toll free number of the company at 1800 266 2111
<b>Emails</b>	<a href="mailto:customerservice@rohahousing.com">customerservice@rohahousing.com</a> / <a href="mailto:grievances@rohahousing.com">grievances@rohahousing.com</a>
<b>Write to us</b>	Customer care Cell, Roha Housing Finance Private Limited, A-45, 2nd Floor, Civtech Building, Noida Sec-4, Noida-201301
<b>Website</b>	<b>www.rohahousing.com</b> Complaints can also be lodged on our website by filing up the application form available on our website.

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

**Level 2:**

If the resolution of complaint provided at level 1 does not meet expectation or response is not received within the defined timescales, such complaints may be escalated to the Grievance Redressal Officer (GRO) of the Company at the below mentioned details:

**Name:** Mr. Mrinal Agarwal (Grievance Redressal Officer)

**Email ID:** GRO@rohahousing.com

**Contact No:** 18002662111

**Address:** Roha Housing Finance Private Limited,

A-45, 2nd Floor, Civtech Building, Noida Sec-4, Noida-201301



On registration of a complaint, the Grievance Redressal Officer (GRO) shall provide acknowledgement/response within seven working days to the complainant along with unique complaint identification number and request the complainant to use the number in all future conversation and correspondence. The acknowledgment letter shall contain the name and designation of official who will deal with the grievance. If the complaint is relayed over the phone at company's helpdesk or customer service number, the customer shall be provided with complaint reference number and be kept informed of the progress within a reasonable period. After examining the matter, the company shall send the customer its final response within a maximum of 30 days. If more time is required, in the interim, the company will inform the expected timeline to such customer, and he/ she should be informed how to take his/ her complaint further if he/ she is still not satisfied.

**Level 3:**

If the customers are not satisfied or do not receive any reply even from the Grievance Redressal Officer, he/she may prefer an appeal to the Managing Director & Chief Executive Officer (MD & CEO) of the Company within a period of 30 days from the date of decision intimated to the customer/appellant at the below mentioned details:

**Mr. Sunil Kapoor**

**Managing Director and Chief Executive Officer**

**Roha Housing Finance Private Limited**

A-45, 2nd Floor,

Civtech Building, Noida Sec-4, Noida-201301

Email: ceo.hf@rohahousing.com

Note: This Grievance Redressal Machinery will also deal with the issue relating to services provided to the outsourced agency.

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 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 Most Important Terms and Conditions ("**MITC**") for the loan availed by the Borrower from Roha Housing Finance Private Limited are to be read and understood in conjunction with the terms contained in the Sanction Letter, the Loan Agreement and other transaction documents which shall be executed with reference to your Loan with RHFPL (collectively referred to as the "**Loan Documents**").

The MITCs mentioned above are only important terms and conditions and are not exhaustive. The Loan shall be governed by the Loan Documents. In the event of any gap/ difference between the terms and conditions set out herein and the Loan Documents, the terms and conditions mentioned in the Loan Documents shall prevail.

The above terms and conditions have been read by the Borrower/read over to the borrower, understood and agreed upon by Borrower. Additionally, in accordance with RBI guidelines, any future changes will be updated on the Company's website at [www.rohahousing.com](http://www.rohahousing.com).

उपरोक्त नियम और शर्तें उधारकर्ता द्वारा पढ़ ली गई हैं/उधारकर्ता को पढ़ा दी गई हैं, समझा गया है और उधारकर्ता से सहमति व्यक्त की गई है। इसके अतिरिक्त, आरबीआई दिशानिर्देशों के अनुसार, भविष्य में होने वाले किसी भी बदलाव को कंपनी की वेबसाइट [www.rohahousing.com](http://www.rohahousing.com) पर अपडेट किया जाएगा।



## Annexure-A

### Schedule of Applicable Fees and charges

<b>Roha Housing Finance Private Limited (RHFPL)</b>		
<b>Transaction</b>	<b>Fees/ charges (in Rs.) w.e.f. 01/11/2024</b>	
<b>Pre-Disbursement</b>	<b>All fees and Charges are exclusive of GST</b>	
Initial Login Fees ( <b>Non-Refundable, Non - adjustable</b> )	Upto Rs. 5000/-	
*Verification Charges ( <b>Non-Refundable, Non - adjustable</b> )	Upto 3.5% of the Loan amount	
Legal and Technical charges ( <b>Non-Refundable, Non - adjustable</b> )	Upto Rs. 7500/-	
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	Upto 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 Charges on default instalment (EMI/Pre-EMI)	2% pm	
EMI repayments to RHFPL through online mode	Upto Rs. 15/- per transaction	
Recovery charges (Legal/Repossession & Incidentals)	On Actuals	
<b>Part prepayment / Foreclosure Fees</b>	<b>Home Loans</b>	<b>Loan Against Property</b>
For Individuals at variable rate	NIL	
For Individuals at fixed rate	Upto 5% of amount pre-paid / foreclosed  (Pre-payment/ Foreclosure fees is not applicable in fixed rate housing loan account, if the housing loan is pre-closed by own fund of borrower)	Upto 5% of amount pre-paid / foreclosed  (Pre-payment/ Foreclosure fees is not applicable in case of floating rate loan sanctioned for purposes other than business)
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 e.g. 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>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 November 01,2024.</li> </ul> <p>*Verification charges include expenses relating to Cersai, income assessment, FI, FCU, Documentation Charges and visit charges to verifications of applicants, office, residence and property).</p>		