

**MOST IMPORTANT TERMS AND CONDITIONS OF OUR LOANS**

Given below are the Most Important Terms & Conditions for getting a loan from Shubham. These will be given to the customer at the time of signing of the loan agreement and the loan will be disbursed only after we have the customer's consent on these terms.

**Agreement Schedule Report for Applicant No. -----**

Place of Agreement													
Date of Agreement													
Product Type													
Name of the borrower													
Name of the co-borrower(s)/guarantor(s)													
Address of the borrower													
Shubham branch address													
Loan amount													
CLSS amount													
PLR													
Type of interest rate (reset linked to revision in PLR of SHDFC)	Floating												
Re-pricing frequency	Monthly or as and when required												
Applicable interest rate	..... % per annum i.e. PLR ±..... (Spread)												
Late payment charge	24 % per annum												
Type of instalment													
Due date	4 <sup>th</sup> or 10 <sup>th</sup> of Every month												
EMI													
Pre – EMI													
Mortgaged property/security/collateral													
Tenor (in months)/No. of EMIs													
Charges:													
Administrative and Operational Costs-At login (Non-Refundable) (inclusive of applicable taxes)	<table border="1"> <thead> <tr> <th>Loan amount</th> <th>Housing Loan</th> <th>Non-Housing loan</th> </tr> </thead> <tbody> <tr> <td>Up to 20 Lacs</td> <td>4000/-</td> <td>4500/-</td> </tr> <tr> <td>&gt;20 Lacs - &lt;=30 Lacs</td> <td>4000/-</td> <td>5500/-</td> </tr> <tr> <td>&gt;30 Lacs</td> <td>7000/-</td> <td>7000/-</td> </tr> </tbody> </table>	Loan amount	Housing Loan	Non-Housing loan	Up to 20 Lacs	4000/-	4500/-	>20 Lacs - <=30 Lacs	4000/-	5500/-	>30 Lacs	7000/-	7000/-
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Up to 20 Lacs	4000/-	4500/-											
>20 Lacs - <=30 Lacs	4000/-	5500/-											
>30 Lacs	7000/-	7000/-											
Administrative and Operational Costs-At disbursal (Non-Refundable) (inclusive of applicable taxes)	Up to 3% of sanction amount or any other amount as may be decided by management												
CERSAI charge (non-refundable) (inclusive of applicable taxes)	Rs.50+ GST, if loan amount is up to Rs. 5 Lakhs Rs.100+GST, if loan amount is above Rs. 5 Lakhs												
Life Insurance Premium (Non-refundable) (inclusive of applicable taxes)	Actual												
Duplicate statement (per Statement)	Rs.250 + GST												
Emi Payment Instrument Swapping charges	Rs.500 + GST												
Duplicate interest certificate	Rs.250 + GST												
Copy of property documents	Rs.500 + GST												
Cheque/ECS/NACH/SI bounce charges	Rs.500												
Charges for non-availability of repayment instrument	Rs.500 + GST												
EMI Due Collection Charges	Rs.400 + GST												
Property Swapping Charge	Rs.3000 + GST												
List of Documents	Rs.250 + GST												
Foreclosure statement charges	Rs.500 + GST												

Custodial Fee for property documents in closed loans	Rs 500 Per month (post 60 Days from Loan Closure Date) + GST	
Valuation fee in Construction Linked Loan	First visit: No charge. Subsequent visits: Rs 500+GST	
Valuation fee for property revisit	Rs.1500 + GST	
Document retrieval charges on closure of loan (excluding maturity closure)	Rs.1000 + GST	
Duplicate No Dues Certificate	Rs.250 + GST	
Statutory Charges if any	as per actual	
Legal Charges if any	as per actual	
Re valuation charge for NPA cases	Rs.1350+GST	
Search charges (to be charged in case of delayed disbursement)	Up to Rs.1000 depend on SRO Office + GST	
Loan documentation charges	Rs.1000 + GST for execution of agreement	
Administrative charges for interest rate type switchover	Rs.5000 + GST	
NESL data submission	Rs.50 + GST	
Partial Prepayment charges	Product	Rate of interest floating
	Housing loan	NIL
	Non housing loan	Non-Housing loan given to individual/ nonindividual for business purpose- 4% + GST on Principal paid
Pre closure charges	Product	Rate of interest- floating
	Housing loan	NIL
	Non housing loan	Non-Housing loan given to individual/ nonindividual for business purpose- 4% + GST on Principal paid
	Lap for construction and Project finance	2% to be charged on POS for closures through Balance Transfer
End use / Purpose of loan		
Use of Property		
Conditions of disbursement of Loan		
Mode of repayment	1.PDC 2.Electronic Mode	

Note: - Above fee and charges are exclusive applicable taxes (GST) or any other govt taxes, levies etc and subject to change and will be at sole discretion of Shubham Housing Development Finance Company Ltd.

The Interest calculation is on 360 days for all years during the loan tenure and monthly interest calculation is on 30 days for all months.

For Full disbursal loans- Pre – Emi will be charged in the first month after disbursal which will be interest from the date of disbursal till the end of that month. The EMI as stated in the above table will commence from the subsequent month.

For Tranche disbursal loans, PEMI shall commence from the month succeeding to the month of disbursal. Pre EMI shall continue to be charged till full disbursal is made or 12 months from the month of first PEMI, whichever is earlier. Thereafter, the EMI as stated in the above table will commence from the subsequent month.

In case of plot plus construction/self-construction loans, plot shall be deemed to include any structured erected thereon, in present or in future.

It is hereby agreed that for detailed 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.

It is further clarified that the amount of EMI/Pre-EMI not paid on the due date mentioned above shall become overdue. Further your loan account in case of default shall be liable to be classified by the Company as under: -

S. No.	SMA Subcategories	Basis for classification – Principal or interest payment or any other amount wholly or partly overdue
(i)	SMA-0	Upto 30 days
(ii)	SMA-1	More than 30 days and upto 60 days
(iii)	SMA-2	More than 60 days and upto 90 days
(iv)	NPA	More than 90 days

It is further clarified that once the loan accounts classified as NPAs cannot be upgraded as 'standard' asset until entire arrears of interest and principal are paid by the borrower.

## **Additional Conditions**

Most important terms and conditions should be read in conjunction with the agreement schedule giving details of the loan.

1. **Insurance:** Proper insurance to be taken by the Borrower mandatorily. Shubham assists the Borrower in getting the insurance done from any of the General Insurance companies. However, the Borrower is free to take property insurance on his own and assign the same to Shubham Housing Development Finance Company Ltd. Shubham, at present, does not charge any fee either to the Borrower or from the General Insurance company.
2. **Disbursement conditions.** The obligation of Shubham to make any disbursement shall be subject to the following conditions:
  - (a) Credit Worthiness of the Borrower and title of Property: The Borrower meets Shubham's requirement of credit worthiness. Also Shubham should be fully satisfied that the title of Property is clear, marketable and unencumbered. The Borrower shall obtain all such permissions as may be required for creation of security interest in the Property including the right to acquire. The Property Shubham shall be entitled to make or cause to be made inquiries as Shubham may deem fit to assess the above.
  - (b) Non-existence of event of default
  - (c) Extra ordinary Circumstances No extra ordinary or other circumstances have occurred which in the sole opinion of Shubham may make it improbable for the Borrower to fulfil any of the terms and Conditions.
  - (d) Pending Legal Proceedings, The Borrower shall have disclosed to Shubham about any action, suit proceedings, winding up/ insolvency proceedings or investigation pending initiated against him/her.
  - (e) Evidence for Utilisation of Disbursement the Borrower shall have produced evidence of the utilization of the Loan or any part disbursement of the Loan.
  - (f) Guarantees/Securities etc The Borrower if required by Shubham shall provide and execute Guarantee(s) either by themselves or such person as may be approved by Shubham. The Borrower shall duly execute all other necessary documents, writings, create security of the Property in favour of Shubham and submit Post Dated Cheques, Standing Instructions or ECS mandates, as the case may be.
  - (g) Utilisation of Borrower's Contribution: The Borrower shall arrange for the remainder funds required for the purpose of the Loan (i.e. the cost of the Property less than Loan). The Borrower shall not borrow the same from any other person.
  - (h) NOC etc: Where the Borrower transfers loan from other bank/financial institution to Shubham, the Borrower shall have obtained necessary permissions, letter from the existing /previous bank/institution/lender (as the case may be) and shall have disclosed correct information to Shubham.

- (i) Subject to fulfilment of Conditions for Disbursement set out herein, Shubham shall disburse the Loan either in fulfilment of Conditions for Disbursement set out herein, Shubham shall disburse the Loan either in lump-sum or in suitable instalments as may be decided by Shubham with reference to the need or progress of construction or on consideration of any other factors as determined by Shubham in its sole discretion. Shubham's decision to disburse Loan fully or part thereof and manner of disbursement shall be final and binding on the Borrower.
- (j) The disbursement shall be made by Shubham by issuing a Pay Order, Cheque or a Demand Draft crossed as "A/c Payee only" or through a credit to a designated bank account, details whereof are specified in the Schedule hereto. The Loan shall be deemed to be disbursed from the date the cheque is handed over to the Borrower(s) or the date when electronic/online transfer of disbursement amount is made in the Borrower(s)' bank account and Interest on the Loan will begin to accrue in favour of Shubham from the said date irrespective of whether the amount has actually been withdrawn by the Borrower.
- (k) Shubham may, at its sole discretion, disburse the Loan directly to the Borrower, builder, developer, society, and other banks/ institution / lender from whom the Borrower transfers the Loan to Shubham or in favour of any third party as may be requested by the Borrower.
- (l) Not the above, Shubham may, by giving reasonable notice to the Borrower, suspend or cancel further disbursement of the Loan if the Loan amount shall not have been fully drawn within a reasonable time or if due to any change in circumstances Shubham is of the opinion that there has been a Material Adverse Effect on the Borrower's financial condition or profits or business or in any factors that were considered by Shubham while issuing the Sanction Letter including, but not limited to, reason of delay in construction of the Property.
- (m) Shubham reserves the right to ask for additional documents of the Borrower relation to the financial status, utilization of Loan proceeds, Property, stage of construction of the Property, address & contact details, documents relating to Know Your Borrower (KYC) requirements etc. post disbursement of the Loan. In the event such documents are not submitted by the Borrower within the time period stipulated by Shubham, Shubham shall be entitled, without prejudice to its right to recall the Loan or exercise any other remedy available to it, to increase the Interest Rate at its sole discretion after notifying the Borrower to cover the additional risk arising from maintaining such Loan.
- (n) Adherence to all conditions as mentioned in the sanction letter and other communication from Shubham received by the Borrower.

**3. Procedure for change in ROI {linked to Shubham's Prime Lending Rate (PLR)}, / EMI:** Shubham, may, at its sole discretion (or having regard to the applicable regulations, conditions in money market or in keeping with its internal policies or regulatory requirements or change in PLR of the Company or change in spread/Margin based on the credit risk associated with Borrower including credit history, credit rating, financial profile, security cover provided etc.), revise the Interest Rate and Penal Charges on the Loan after notifying the Borrower and Interest Rate and Penal Charges shall, from the date of such notification, accrue at such revised rate. If Shubham revises the Interest Rate on the Loan prior to the full disbursement of the Loan, it shall have a right to effect, at its sole discretion, such revised rate on the entire or any part of the Loan and the Borrower will be liable to pay such revised amounts. Shubham reserves the right to effect changes in the Interest Rates as mandated by the Reserve Bank of India or National Housing Bank from time to time. In case of change in Interest Rates Shubham may on the basis of option selected by Borrower or at its sole discretion in case Borrower fails to opt any option:

- (i) change the tenor of the Loan and EMI would remain constant or
- (ii) EMI amount would change and tenor would remain unchanged, or
- (iii) Combination of both (i) & (ii)

In the event EMI amount changes, repayment instructions in the form of cheques, Standing Instructions (SI) or NACH/e-NACH (as applicable) shall be revised, and the Borrower shall submit new/fresh repayment Instructions to Shubham.

Further, Shubham periodically reviews matrix of applicable rate of interest based on its cost of funds, market conditions and competition. As far as a particular Borrower is concerned, the actual rate of interest is charged based on the aforementioned factors. Thus, in view the above interest rate model and the approach for gradation of risk is adopted by the Company, applicable Rate of Interest may be different for different Borrowers.

Not with standing anything herein contained, Shubham shall have the right, at any time or from time to time, to review and reschedule the EMIs, tenure or the Loan amount, with or without any request from the Borrower, in such manner and to such extent as Shubham may in its sole discretion decide. Provided that if as a result of such review / rescheduling, the original tenure of the Loan is required to be extended, the same shall be done only up to such terms as is permitted by Shubham in accordance with its internal policy. In such event(s), the Borrower shall repay the Loan or the outstanding amount thereof as per the revised Schedules as determined by Shubham. Shubham shall inform the Borrower in writing where such alteration or rescheduling involves variation in:

- a. The date for payment of EMI or amount thereof; or
- b. The amount of interest, principal or EMI; or
- c. The variation results in the term of the Loan exceeding the retirement age of the Borrower(s) as applicable

All changes in the Interest Rate and/or Penal Charges and/or Service Charges and/or other applicable fees/charges, etc. shall be advised to the Borrowers and shall be effective only prospectively. Such change shall be displayed on Shubham's website and branches. Any change in the interest rate will be communicated to the customers through letter/SMS or any other means of communication, by whatever name called feasible to Shubham. Provided however that if such change is to the disadvantage of the customer, he/ she may, within 60 days, prepay his/ her loan or switch it to another lender without having to pay any extra charges or interest to Shubham.

**Method of application:** In case any amount is paid by the Borrower, or any amount is received/ realized/ recovered from the Borrower, then the same shall be adjusted/ appropriated in following order without any prior intimation to the Borrower:

- (i) First adjustment will be against principal due<sup>1</sup>.
- (ii) Second adjustment will be against interest due<sup>2</sup>
- (iii) Amount received will be adjusted on FIFO basis (first in fist out basis) against fees/ charges and Penal Charges only after all the principal due and interest due are paid off. Same payment hierarchy will be followed on loan account becoming 90 days overdue (NPA) and even thereafter.

**4. Recovery of overdues:** The debt collection policy of Shubham is built around dignity and respect to Borrowers. Shubham will not follow policies that are unduly coercive in collection of Dues. The policy is built on courtesy, fair treatment and persuasion. Shubham believes in following fair practices with regard to collection of dues and repossession of security and thereby fostering Borrower confidence and long-term relationship. Shubham's Security Repossession Policy aims at recovery of dues in the event of default and is not aimed at whimsical deprivation of the property. The policy recognizes fairness and transparency in repossession, valuation and realization of security. All the practices adopted by Shubham for follow-up and recovery of dues and repossession of security will be in consonance with the law.

In case the Borrower's repayment instrument bounces in a particular month, telephonic/personal follow-ups are done to ask the Borrower to pay. Any Borrower who goes beyond this date and goes more than 30 Days Past Due then moves to the collection list which is tracked separately with defined actions as outlined below:

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<sup>1</sup> In case more than one EMI of Borrower(s) is overdue, then adjustment will be made against the principal portion of EMI which first became overdue and residual amount, if any, shall be adjusted against the interest portion of said EMI. Any residual amount thereafter, if any, shall be adjusted against the principal portion of EMI which next became overdue and so on.

<sup>2</sup> Refer Foot note No. 1

- (a) In case the payment remains, at 30 Days Past Due, Shubham sends a letter to the Borrower for paying the stated amount immediately.
- (b) In case the payment remains at 60 Days Past Due, Shubham sends a follow up letter, namely, Notice before Taking Action (NBTA) to the Borrower for paying the stated amount immediately. Through-out this period, the Officers of Shubham will be in regular touch with the Borrower to impress upon him the importance of paying the overdue amounts
- (c) In case payments remains at 90 Days Past Due, Shubham sends a Loan Recall Notice (LRN) to the Borrower for paying stated amount immediately.
- (d) In case payment remains at more than 90 Days Past Due, Shubham has right to invoke proceedings under The Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 (SARFAESI Act, 2002) and rules made thereunder, if any, including any statutory modification(s) or re-enactment(s) thereof for the time being in force to recover its dues. It is further clarified that once payment touches at or more than 90 days past due, then the Borrower's account shall be classified as NPA and shall continue to classify as NPA unless all the overdue amount is paid by the Borrower, where Shubham would reserve right to take action against Borrower under SARFAESI Act, 2002.

In addition to the above, Shubham has a right to send communications to such Borrowers, as and when dues as per the Loan Agreement executed between Shubham and Borrower.

Further, Shubham has a right to invoke proceedings under Section 138 of the Negotiable Instrument Act or any other applicable law to recover its dues.

## 5. Customer Service

**Branch Timings:** All branches are open from 9.30 am to 6.30 pm, six days a week, except 2<sup>nd</sup> Saturday. Sundays of the month are a weekly off for Shubham.

In case of any service related issue, the Borrower can contact the Branch in-charge. Any escalations thereafter should be addressed to:

### Customer Support Manager

Phone No. : 1800-258-2225

Email : [customercare@shubham.co](mailto:customercare@shubham.co)

- (a) **Loan account statement:** The Loan account statement which shall at the minimum enumerate the principal and interest recovered till date, EMI amount, number of EMIs left and annualized rate of interest/Annual Percentage Rate (APR) for the entire tenor of loan shall be sent, free of cost, at the end of each quarter via electronic mode (includes email/web-link/SMS link at registered mobile number or email ids of Borrower etc) or by hard copy at given corresponding address, as per the feasibility of Shubham. Supply of duplicate statement shall be furnished to the Borrower at his cost.
- (b) **Photocopy of the title documents:** The Borrower can apply for a copy of the title documents which he has submitted within 30 days of the disbursal of the loan at the branch which has disbursed the loan. The document will be made available within 30 days of the application or receipt of the document from the relevant registration office.
- (c) **Closure process:** The borrower can request for closing his running loan any day before 25<sup>th</sup> of the running Month, by visiting the same branch which has disbursed his loan and giving written application. The loan will be closed within 15 days of accepting the application and original property papers along with SPDCs (if any) would be handed over within 30 days of loan closure against the written receiving.

## 6. Grievance Redressal

If the Borrowers have any complaints or grievances regarding the loan or their interaction with any Shubham employee, Shubham would request the Borrower to make an entry in the complaint register maintained at the Branch and ask the Credit Officer to provide a Complaint Number for the same.

Shubham will try and resolve the complaint within 7 working days of receipt of the same. The resolution of the complaint will be communicated to the Borrower in writing or at the Branch by the Credit Officer.

If the Borrower does not receive any response for the complaint within 7 working days, he can resort to the following redressal mechanism:

The following Customer Grievance Redressal Mechanism shall be followed for all the complaints received.

Level 1- Shubham Branch/Toll Free number/ E- mail /Portals

A customer may visit the branch or call at 1800-258-2225 to register their complaint. The complaint can also be e-mailed at [customercare@shubham.co](mailto:customercare@shubham.co).

Level 2- Grievance Redressal Officer

In case the complaint is not resolved, the customer may contact.

Grievance Redressal Officer

Ms. Kanika Sharma

E mail- [gro@shubham.co](mailto:gro@shubham.co),

Phone No- 0124-6631140

Shubham House, 425, Udyog Vihar, Phase-IV,

Gurugram, Haryana - 122015

In case the complaint has not been resolved to the satisfaction of Borrower, he can approach the Complaint Redressal Cell of National Housing Bank by lodging his complaint.

- a. in Online mode at the link <https://grids.nhbonline.org.in>  
OR
- b. in offline mode by post, in prescribed format available at link [https://nhb.org.in/citizencharter/Complaint\\_form.pdf](https://nhb.org.in/citizencharter/Complaint_form.pdf) , to  
Complaint Redressal Cell,

Department of Regulation & Supervision,  
National Housing Bank,  
4th Floor, Core 5A, India Habitat Centre,  
Lodhi Road, New Delhi – 110 003

### **Acknowledgement**

The above terms and conditions have been read by me/us /read over to me/us by Shri/Smt./Kum. \_\_\_\_\_ of the Company and have been understood and accepted by me/us and a copy of above terms have also been delivered to me/us.

(Signature or thumb impression of  
the borrower)

(Signature or thumb impression of  
the co-borrower(s)/guarantors)

(Signature of the authorized person  
of Lender)