



**The Most Important Terms and Conditions
(MITC)
Wholesale Term Loan**

Introduction

The Most Important Terms and Conditions (MITC) of the loan between the Borrower/s and Habitat Micro Build India Housing Finance Company Pvt. Ltd. (MBIND), a Company incorporated under the Companies Act, 1956 and having its registered office at # 20, 1st Floor, 'RRK – Jayam', 28th Main, 37th Cross, Jayanagar 9th Block, Bangalore – 560041, hereinafter called "MBIND" are mentioned below and are to be read and understood in conjunction with the terms contained in the Sanction letter and the Loan Agreement and other documents which you have executed with MBIND (collectively referred as 'Transaction documents'). The MITCs mentioned here are merely indicative and not exhaustive. The loan shall be governed by the Transaction Documents including the Loan Agreement.

1. Term Loan

As defined in the Loan Agreement, please read the schedule to the Loan Agreement carefully for specific details.

1.1 Purpose: The loan will be sanctioned for the purpose of onward lending which are eligible to be covered under microfinance for Housing purposes only.

1.2 Interest: Interest on the loan is charged at the prevailing fixed rate of interest.

1.3 Tenure and repayment: The loan can be repaid in equated monthly installments generally over a maximum period of 5 years subject to loan amount, onward lending product terms and risk profile. The liability to MBIND will be extinguished only when the outstanding in the loan account becomes Nil, on payment of residual amount, if any.

2. Security/ Collateral for the loan: Security of the loan generally includes all or a combination of hypothecation charge on book debts equivalent to 100% of our loan amount; 10% additional hypothecation of book debts or 5% cash collateral and 5% additional hypothecation of book debts; and security cheques or post-date cheques of required amount.

3. Conditions for disbursement: Subject to execution of all prescribed security documents by the borrower, the Loan shall be available for draw down by the borrower up to the date mentioned in the Terms and conditions.

4. Taxes: The Borrower shall make all payments to be made by it hereunder without any tax deduction, unless a tax deduction is required by law.

5. Increased Cost: Borrower shall pay amounts sufficient to indemnify MBIND against increased costs as a result of change in law or its interpretation and/ or compliance with any request from or requirement of regulatory, fiscal, monetary or any other authority.

6. Utilisation of the Loan: The amount of the loan shall be utilized strictly for the purpose detailed in the borrower's application form under 'present assistance' and in the manner prescribed.

7. Premature repayment of loan: The borrower shall have the right to repay the outstanding principal amount of the Loan in full or in part, before the repayment dates, on terms and conditions agreed between the Borrower and MBIND in this behalf.

8. Reporting/furnishing of documents to MBIND: Post disbursement, the borrower shall submit book debt statement, detailed portfolio report, provisional and audited financial statements, borrowing arrangements, frauds/ defalcation and other information/ documents mentioned in the agreement in the desired manner and periodicity to MBIND.

9. Monitoring: Inspection of books of accounts of the borrowers and book debts hypothecated to MBIND would be carried out on a half yearly basis.

10. PAR30<2%, write-off<2%, OSS>100% and Leverage<6:1 shall be maintained by the borrower during the tenure of MBIND loan.

11. Brief procedure to be followed in the event of default: On occurrence of any event of default as mentioned in the Loan Agreement (“Event of Default”), MBIND may notify to Borrower that all outstanding amounts owned by the Borrower to MBIND shall become payable forthwith and MBIND reserves the right to undertake all such necessary processes/ measures to enforce its rights under the Loan Agreement.

11.1 Penal interest:

- a. A penal interest of 2.00% p.a. would be charged on the amount of overdue installment/ interest over limit.
- b. Delay/ non submission of book debt statement on quarterly basis will attract penal interest @ 2.00% p.a. from the date of default on the outstanding amount.

11.2 Recovery of over dues shall be governed by the Loan Agreement (and any other document) executed between the Borrower and MBIND and as per the applicable Law.

12. Customer Services:

Customer Service Queries can be addressed to us through the following channels:

i. Write to us at:

Habitat Micro Build India Housing Finance Company Pvt. Ltd.

1st Floor “RRK Jayam”, # 20, 28th Main, 37th Cross, Jayanagar 9th Block, Bangalore-41

Email Id: info@microbuildindia.com

ii. Call us on: 080-26651385 between 10.00 am to 5.00 pm from Monday to Friday, except on public/national holidays.

iii. You may notify/ contact the above to obtain the following:

- a. loan account statement, can be provided within 3 working days from the receipt of request.

iv. You can also visit our office and meet the Manager- Operations to resolve any query

Habitat Micro Build India Housing Finance Company Pvt. Ltd.

1st Floor “RRK Jayam”, # 20, 28th Main, 37th Cross, Jayanagar 9th Block, Bangalore-41

13. Grievance Redressal:

There can be instances where the Borrower is not satisfied with the services provided. To highlight such instances & register a complaint, the Borrower may follow the following process mentioned below and MBIND will ensure to resolve the same within 1 months' time:

13.1 Level-1:

The customer may write to Customer Service Team at:

i. Grievance Redressal – Head Office

Habitat Micro Build India Housing Finance Company Pvt. Ltd.

1st Floor "RRK Jayam", # 20, 28th Main, 37th Cross, Jayanagar 9th Block, Bangalore- 560041

Email Id: info@microbuildindia.com

ii. Customers may also call us on: 080-26651385 between 10.00 am to 5.00 pm from Monday to Friday, except on public/national holidays.

13.2 Level-2:

If the customer is not satisfied with the resolution provided by the Customer Service Team, the customers may write to the Chief Executive Officer at:

Chief Executive Officer

Habitat Micro Build India Housing Finance Company Pvt. Ltd.

1st Floor "RRK Jayam", # 20, 28th Main, 37th Cross, Jayanagar 9th Block, Bangalore – 560 041

Email Id: vaidya@microbuildindia.com

13.3 Level-3:

In case of non-addressal of the complaint to the customer's satisfaction, within a reasonable time frame, the customer may approach the Ombudsman at the address given below:

National Housing Bank,

Department of Regulation and Supervision, (Complaint Redressal Cell),

4th Floor, Core-5A, India Habitat Centre, Lodhi Road,

New Delhi - 110003.

www.nhb.org.in

or

Can lodge his/ her complain in online mode at the link

<https://grids.nhbonline.org.in>

14. Fee and Charges: one time processing fee of 0.5% to 1% plus service tax as agreed between MBIND and borrower would be applicable on the term loan

Note: Stamp Duty applicable on loan agreement may vary depending on location and may be charged in addition to the processing fees. Incidental charges & expenses are levied to cover the costs, charges, expenses and other monies that may have been expended in connection with recovery of dues on account of the non-performance of the loan. MBIND retains the right to alter any charges or fees from time to time or to introduce any new charges or fees as it may deem appropriate with due intimation to the borrower.

15. Repayment of the Loan & Interest:

- a. The loan is to be repaid in Equated Monthly Instalment (EMI) of INR/-
- b. Total number of installments where the loan is repayable in EMI:

16. Date on which annual outstanding balance statement will be issued: On customer's request.

MBIND may disclose any information/ documents relating to the borrower to any third party for credit verification, regulatory or promotional purpose.

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/s / read over to the borrower and have been understood by the borrower/s.

Signature/Thumb impression of Borrower/s

Authorised Signatory of MBIND

Date: