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LOAN AGREEMENT

FIXED FIRST NON HOUSING SCHEME (Resident) &

Most Important Terms and Conditions (MITC).





LOAN AGREEMENT

Resident

FIXED FIRST NON HOUSING SCHEME LOAN

LOAN AGREEMENT made at the place and on the date stated in the Schedule BETWEEN Housing Development Finance Corporation Limited, a Company incorporated under the Companies Act, 1956, and having its registered office at Ramon House, HTParekh Marg, 169, Backbay Reclamation, Churchgate, Mumbai 400 020, hereinafter called "HDFC" (which expression shall unless the context otherwise requires, include its successors and assigns) of the One Part AND the borrower whose name and address are stated in the Schedule, hereinafter called "the borrower" (which expression shall unless the context otherwise requires, include his heirs, executors, administrators) of the Other Part:

ARTICLE 1 - DEFINITIONS

- 1.1 In this Agreement unless the context otherwise requires:
 - (a) The term "Schedule" means the Schedule I and II written after Article 10 of this Agreement being an integral part of this Agreement.
 - (b) The term "loan" means the loan amount provided for in Article 2.1 of this Agreement and the Schedule.
 - (c) The term "repayment" means the repayment of the principal amount of loan, interest thereon, commitment and/or any other charges, premium, fees or other dues payable in terms of this Agreement to HDFC; and means in particular, amortisation provided for in Article 2.6 of this Agreement read with the Schedule.
 - (d) The term "prepayment" means premature repayment as per the terms and conditions laid down by HDFC in that behalf and in force at the time of prepayment.
 - (e) The expression "rate of interest" means the rate of interest referred to in Article 2.2 of this Agreement and as varied from time to time in terms of this Agreement.
 - (f) The expression "Equated Monthly Instalment" (EMI) means the amount of monthly payment necessary to amortise the loan with interest within such period as may be determined by HDFC from time to time.
 - (g) The expression "Pre Equated Monthly Instalment Interest" (PEMII) means interest at the rate indicated in Article 2.2, (as varied from time to time) on the loan from the date/respective dates of disbursement to the date immediately prior to the date of commencement of EMI.
 - (h) The expression "Adjustable Interest Rate" or "AIR" means the interest rate announced by HDFC from time to time as its retail prime lending rate and applied by HDFC with spread, if any, as may be decided by HDFC, on the loan of the borrower applicable during the Subsequent Period, in terms of Article 2.2(b) and as detailed in Schedule II of this Agreement.
 - (i) The expression "Retail Prime Lending Rate" or "RPLR" means the interest rate announced by HDFC from time to time as its retail prime lending rate.
 - (j) The expression "AIR Application Date" means the date on which AIR is applied by HDFC on the loan of the Borrower, upon the expiry of the Initial Period in terms of this Agreement.
 - (k) The expression "Interest Rate Reset Revision Cycle" or "IRRRC" means the frequency at which future/further AIRs are applied in terms of Article 2.3 of this agreement.
- 1.2 The term "borrower" wherever the context so requires shall mean and be construed as "borrowers" and the masculine gender wherever the context so requires shall mean and be construed as the feminine gender.
- 1.3 Subject to context thereof the expression "property" shall mean and include property of any kind whether residential or otherwise and shall include land.
- 1.4 The term "construction" shall mean and include extension
- 1.5 The term "improvement" shall include renovation.
- The Expression "Initial Period" shall mean, in terms of the request of the Borrower, the period of applicability of the Initial Rate of Interest commencing from the Month in which the first Disbursement is availed in terms hereof and being not less than 24 English calendar months and not exceeding 60 English calendar months from the date of this Agreement, as detailed in Schedule I.
- 1.7 The Expression "Subsequent Period" shall mean, in terms of the request of the Borrower, the period of starting from the AIR Application Date, commencing the applicability of the AIR, as detailed in Schedule II.
- 1.8 The Expression "Initial Rate of Interest" shall mean the Rate of Interest applicable during the Initial Period, in terms of Article 2.2(a) and as detailed in Schedule I.
- 1.9 The expression "AIR", "RPLR" and "IRRRC" shall remain suspended and become operational and binding on the parties from AIR Application Date.
- 1.10 The terms and expressions not herein defined shall where the interpretation and meaning have been assigned to them in terms of the General Clauses Act, 1897, have that interpretation and meaning.
- 1.11 The expression "FIXED FIRST NON HOUSING SCHEME LOAN" is indicative in nature only, nothing contained herein shall mean to include or refer to the Fixed Rate Home Loan product that is separately offered by HDFC.
- 1.12 The expression "offer letter" means the letter of offer issued by HDFC to the Borrower, as duly accepted by the Borrower, setting out the indicative terms on which the loan has been sanctioned.

ARTICLE 2 LOAN, INTEREST etc.

2.1 Amount of Loan

The borrower agrees to borrow from HDFC and HDFC agrees to lend to the borrower a sun tas stated in the Schedule on the terms and conditions herein set forth.

2.2 Interest

- (a) The interest rate applicable to the loan for the Initial Period, in terms of the request of the Borrower, is as stated in the Schedule I.
- (b) Until and as varied by HDFC in terms of this Agreement, the AIR applicable to the said loan for the Subsequent Period is as stated in the Schedule II.
- (c) The borrower shall reimburse or pay to HDFC such amount as may have been paid or payable by HDFC to the Central or State Government on account of any tax levied on interest (and/or other charges including the PEMII) on the loan by the Central or State Government. The reimbursement or payment shall be made by the borrower as and when called upon to do so by HDFC.
- (d) In case the loan term opted by the borrower is limited only for the fixed rate period, all conditions with respect to AIR, RPLR and IRRRC shall remain suspended.

2.3 Computation of Interest

The EMI comprises of principal and interest calculated on the basis of monthly rests at the Initial Rate of Interest / AIR, as may be applicable, and is rounded off to the next rupee. Interest and any other charges shall be computed on the basis of a year of three hundred and sixty-five days.

PROVIDED all future / further AIRs applicable for the amount of loan lent by HDFC to the borrower shall be applied by HDFC on the basis of Interest Rate Reset Revision Cycle (IRRRC) stated in the Schedule – II to the Loan, with the first such application to be done on the first day of the month following the month in which the period of IRRRC computed from the date of the first disbursement of the loan is completed. The subsequent applications shall be made after every period of IRRRC commencing from such first application. This clause, to the extent of applicability of the AIR/IRRC, shall become operative and binding on the borrower with effect from the AIR Application Date.

2.4 Details of Disbursement

The loan shall be disbursed in one lumpsum or in suitable instalments to be decided by HDFC with reference to the need or progress of construction (which decision shall be final and binding on the borrower). The borrower hereby acknowledges the receipt of the loan disbursed as indicated in the Receipt hereinbelow.

2.5 Mode of Disbursement

- (a) All payments to be made by HDFC to the borrower under or in terms of this Agreement shall be made by cheque duly crossed and marked "A/c Payee Only" or through Electronic Payment Systems, collection charges, if any, in respect of such cheques will have to be borne by the borrower and the interest on the HDFC Loan will begin to accrue in favour of HDFC as and from the date of delivery/despatch of the cheque or from the date of issue of transfer instructions in case of Electronic Payment, irrespective of the time taken for the transit/collection/transfer/realisation of the cheque/payment by the borrower or his Bank.
- In the event of Borrower opting for payments to be made by post dated cheques, the Borrower confirms and agrees that the Applicable Rate of Interest and terms thereof will be as on the date of execution of this Agreement and not as on the date of the cheque which is only relevant for the purposes of accrual of interest. Therefore, any reduction in interest rate prior to the realization of the cheque and after the date of execution of this Agreement will not be available to the Borrower. Similarly any increase in the interest rate prior to the realization of the cheque and after the date of execution of this Agreement will not be passed on to the borrower.

2.6 Amortisation

- (a) Subject to Article 2.2 the borrower will amortise the loan as stipulated in the Schedule I & II subject however that in the event of delay or advancement of disbursement for any reason whatsoever, the date of commencement of EMI shall be the first day of the month following the month in which the disbursement of the loan will have been completed and consequently the due date of payment of the first EMI in such case will be the 5th day of the month following such month.
- (b) In addition to (a) above, the borrower shall pay to HDFC PEMII every month, if applicable.
- (c) Notwithstanding what is stated in Article 2.6(a) above and in the Schedule I & II, HDFC shall have the right at any time or from time to time to review and reschedule the repayment terms of the loan or of the outstanding amount thereof in such manner and to such extent as HDFC may in its sole discretion decide. In such event/s the borrower shall repay the loan or the outstanding amount thereof as per the revised schedule as may be determined by HDFC in its sole discretion and communicated to the borrower by HDFC in writing.
- (d) Save and except as provided under sub-article (e) below, for administrative convenience the EMI amount payable in terms of Schedule II is intended to be kept constant irrespective of variation in the AIR and as a result of this the number of EMIs is liable to vary. No intimation shall be given by HDFC as to the number of EMIs required to be paid by the borrower upon each AIR application. Provided however, the information as to the applicable/applied AIR during the financial year of HDFC and the number of EMIs payable from the last AIR application during such year shall be intimated by HDFC to the borrower annually. The borrower shall pay EMIs until the loan together with interest is repaid in full.
- (e) Notwithstanding anything stated herein, the EMI in Schedule II is indicative and may undergo change depending on the money market conditions, prepayment and/or event of default of the borrower. Further the exact quantification of EMI shall depend upon Principal outstanding and RPLR on AIR Application Date and the balance residual Term of the Loan.
 - Further the exact quantification of EMI shall depend upon Principal outstanding and RPLR as on AIR Application Date and the balance residual Term of the Loan. It is further clarified that the onus of confirmation pertaining to quantum of EMI as stipulated in Schedule II shall be on the borrower. In any event the borrower shall not excuse himself of payment of EMI for want of confirmation and continue paying the EMI as stipulated in Schedule II. In case the EMI paid by the borrower is different than the EMI effective on the AIR Application Date as decided by HDFC, the borrower shall make good the difference and shall thereafter pay the EMI as confirmed by HDFC.
- (f) Notwithstanding anything to the contrary contained in this Agreement, having regard to the AIR payable in terms of Schedule II for the time being, HDFC shall be entitled to increase the EMI amount suitably if:
 - (i) the said EMI would lead to negative amortisation (i.e. EMI not being adequate to cover interest in full), and / or
 - (ii) the principal component contained in the EMI is inadequate to amortize the loan within such period as determined by HDFC.

 The borrower shall be required to pay such increased EMI amount and the number thereof as decided by HDFC and intimated to the borrower by HDFC.

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- (g) HDFC may vary its retail prime lending rate from time to time in such manner including as to the loan amounts as HDFC may deem fit in its own discretion.
- (h) HDFC may in its sole discretion after the rate of interest, "Initial Rate of Interest" and /or "Subsequent Rate of Interest/AJR" as the case may be) suitably and prospectively in the event of major volatility in the interestrates during the period of the loan agreement. The rate of interest so varied in the said circumstances shall become applicable to the Loan. HDFC shall by considering the relevant market parameters as applicable to its business and effects thereof determine whether such conditions exist or not. Considered decision of HDFC in this regard shall be final. In the event the borrower wishes to repay the Loan on the happening of the event stated herein, the borrower may intimate to HDFC in writing within 15 days of receipt of such letter intimating change in the rate of interest applicable to the Loan and the borrower may repay the Loan and all other charges due and payable in accordance with the provisions of the loan agreement relating to Prepayment of the Loan.
- (i) The sub-clause (d), (e) and (f) will become effective and binding on the borrower with effect from AIR Application Date.
- (j) The borrower shall of his own accord send to HDFC a statement of his income every year from the date hereof. However, HDFC shall have the right to require the borrower to furnish such information/documents concerning his employment, trade, business or profession at any time and the borrower shall furnish such information/documents immediately.
- 2.7 Delay in payment of EMI, etc.
 - (a) No notice, reminder or intimation will be given to the borrower regarding his obligation to pay the EMI or PEMII regularly on due date. It shall be entirely his responsibility to ensure prompt and regular payment of EMI or PEMII.
 - (b) The delay in payment of EMI or PEMII shall render the borrower liable to pay additional interest at the rate of 18 per cent per annum or at such higher rate as per the rules of HDFC in that behalf as in force from time to time. In such event, the borrower shall also be liable to pay incidental charges and costs to HDFC.
 - (c) HDFC shall have the discretion to withdraw this FIXED FIRST NON HOUSING SCHEME LOAN and as such HDFC shall also be entitled to revise and/or charge higher rate of interest.
- 2.8 Prepayment

The borrower shall be entitled to prepay the loan, either partly or fully, as per rules of HDFC, including as to the prepayment charges, for the time being in force in that behalf.

2.9 Terminal Dates for Disbursement

Notwithstanding anything to the contrary contained herein HDFC may by notice to the borrower suspend or cancel further disbursements of the loan if the loan shall not have been drawn partly on or before 12 months from the date of the offer letter.

2.10 Alteration and Re-Scheduling of Equated Monthly Instalments

If the loan is not drawn fully within 12 months from the date of first disbursement the EMI may be altered and re-scheduled in such manner and to such extent as HDFC may, in its sole discretion, decide and the repayment will be made as per the said alteration and re-scheduling notwithstanding anything stated in Article 2.6 and the Schedule.

2.11 Liability of Borrower to be Joint and Several

The liability of the borrower to repay the loan together with interest, etc. and to observe the terms and conditions of this Agreement/and any other Agreement/s, document/s that may have been or may be executed by the borrower with HDFC in respect of this loan or any other loan or loans is joint and several.

2.12 Upon the borrower opting for any scheme or accepting any offer from his employer providing for any benefit for resigning or retiring from the employment prior to superannuation, or upon the employer terminating his employment for any reason or upon the borrower resigning or retiring from the service of the employer for any reason whatsoever, then notwithstanding anything to the contrary contained in this agreement or any letter or document, the entire outstanding principal amount of the loan as well as any outstanding interest and other dues thereon shall be payable by the borrower to HDFC from the amount or amounts receivable by him from the employer under such scheme or offer, or any terminal benefit, as the case may be. Provided however, in the event of the said amount or amounts being insufficient to repay the said sums to HDFC in full, the unpaid amount remaining due to HDFC shall be paid by the borrower in such manner as HDFC may in its sole discretion decide and the payment will be made by the borrower accordingly notwithstanding anything stated in Article 2.6 and the Schedule.

The borrower hereby irrevocably authorises HDFC to communicate with and receive the said amounts from his employer directly.

- Upon the expiry of the Initial Period, in the event of HDFC offering revised spread in future, the borrower shall have the option to opt for the revised spread in respect of the loan, provided if such option is made available by HDFC, with prospective effect upon payment of such fee and execution of documents as HDFC may prescribe in that behalf. It shall be the borrower's responsibility to keep himself informed about the revision in spread from time to time.
- 2.14 The spread applicable to the borrower for the purpose of computation of AIR is as indicated in the Schedule II and it will become operational, applicable and binding on the borrower from AIR Application Date. If the borrower commits an Event of Default and/or the Account has been substantially irregular, reasonably raising an apprehension of anticipated breach, HDFC shall have the discretion to withdraw this Scheme given to the borrower and as such HDFC shall also be entitled to revise and/or charge higher rate of interest.

ARTICLE 3 COVENANT FOR SECURITY

3.1 Security for the loan

3.2

The borrower covenants that the principal sum of the loan, interest, commitment and other charges and any other dues under this agreement shall be secured by such security as HDFC shall determine in its sole discretion with HDFC having the right to decide the place, timing and type of the security including the manner of its creation and/or additional security it may require and the borrower shall create the security accordingly and furnish any such additional security as may be decided by HDFC.

The borrower shall comply with the following:

(a) To execute a money bond or a pro-note in favour of HDIC for the amount of the loan.

To execute any such Agreement/s, document/s, undertaking/s, declaration/s that may be required now or hereafter at any time during (b) the pendency of this loan/or any other loan or loans granted by HDFC hereafter.

CONDITIONS PRECEDENT TO DISBURSEMENT OF THE LOAN ARTICLE 4

- Utilisation of Borrower's Contribution: The borrower assures HDFC that he has, to the extent as may be applicable, prior to receiving 4.1 (a) the disbursement of the loan this day as aforesaid utilised his own contribution i.e. the cost of the property less HDFC's loan.
 - Compliance: The borrower has assured HDFC that he has complied with all preconditions for disbursement of the loan. (b)
 - Disbursement request: The borrower shall have submitted a request for disbursement in writing. Such Request shall be deemed to (c) have been duly made when made by hand, mail or through the website of HDFC (www.hdfc.com). Requests made may be considered by HDFC as per applicable policies and suitable amounts may be disbursed irrespective of the request received.

Other conditions for disbursement 4.2

The obligation of HDFC to make any disbursements under the Loan Agreement shall also be subject to the conditions that:

- Non-existence of Event of Default: No event of default as defined in Article 7 shall have happened. (a)
- Evidence for Utilisation of Disbursement: Such disbursement shall at the time of request therefore be needed immediately by the (b) borrower for the purpose of purchase or construction or improvement of the property as the case may be, and the borrower shall produce such evidence of the proposed utilisation of the proceeds of the disbursement as is found satisfactory by HDFC.
- Extra-ordinary Circumstances: No extra-ordinary or other circumstances shall have occurred which shall make it improbable for the (c) borrower to fulfil his obligations under this Agreement.
- Utilisation of prior Disbursement: The borrower shall have satisfied HDFC about the utilisation of the proceeds of any prior (d) disbursements.

COVENANTS **ARTICLE 5**

Particular Affirmative Covenants 5.1

- Utilisation of loan: The borrower shall utilise the entire loan for the purchase/construction/improvement of the property or such other purpose as indicated by him in his loan application and for no other purpose whatsoever.
- Purchase / Construction/Improvement: The borrower covenants that, to the extent as may be applicable, he shall complete the (b) purchase / construction /improvement as indicated by him in his loan application or otherwise and obtain and produce to HDFC a proper completion certificate issued by the concerned municipal corporation or municipality or authority.
 - The borrower further covenants that it shall be his responsibility to ensure that the construction of the property is in accordance with the National Building Code of India issued by the Bureau of Indian Standards and also meets with the safety standards prescribed therein.
- Notify causes of delay: The borrower shall, to the extent as may be applicable, promptly notify any event or circumstances which might (c) operate as a cause of delay in the commencement or completion of the construction/purchase/improvement of property.
- Maintenance of property: The borrower shall maintain the property in good order and condition and will make all necessary additions (d) and improvements thereto during the pendency of the loan.
- To notify change in employment etc.: The borrower shall notify any change in his employment, business or profession within seven (e) days of the change.
- Compliance with rules etc. and payment of maintenance charges etc.: The borrower shall duly and punctually comply with all the terms (f) and conditions for holding the property and all the rules, regulations, bye-laws etc., of the concerned Co-operative Society, Association, Limited Company or any other Competent Authority, and pay such maintenance and other charges for the upkeep of the property as also any other dues etc., as may be payable in respect of the said property or the use thereof.
- Insurance: Notwithstanding what is contained herein or any document or letter the borrower shall be vigilant and he shall ensure that (g) the property is, during the pendency of the loan, always duly and properly insured against all risks such as earthquake, fire, flood, explosion, storm, tempest, cyclone civil commotion, etc, HDFC being made the sole beneficiary under the policy / policies, and produce evidence thereof to HDFC on his own from time to time. The Borrower shall pay the premium amounts promptly and regularly so as to keep the policy/policies alive at all times during the said period.
- Loss / Damage to property: The borrower shall promptly inform HDFC of any material loss / damage to the property that may be caused (h) to it for any reason whatsoever.
- Title: The borrower shall ensure that he has absolute, clear and marketable title to the property and any additions thereto and that the (i) property shall be absolutely unencumbered and free from any liability whatsoever
- The Prevention of Money Laundering Act, 2002 (j) The borrower declares that all the amounts including the amount of own contribution paid / payable in connection with the property, as well as any security for the loan, is / shall be through legitimate source and does not / shall not constitute an offence of Money Laundering under The Prevention of Money Laundering Act, 2002.
- 5.2 Notify Additions, Alterations

The borrower shall notify and furnish details of any additions to or alterations in the property or the user of the property which might be proposed to be made during the pendency of the loan. The borrower further undertakes to notify HDFC and furnish details of any addition or alteration or change in the property offered / intended to be offered to secure the loan.

HDFC's Right to Inspect 5.3 ave free access to the property for any purp se of inspection supervision The borrower agrees that HDFC or any person authorised by it shall

and inspecting the progress of construction / improvement and the accounts of construction to ensure proper utilisation of the loan. The borrower further agrees that HDFC shall have free access to the property for the purpose of inspection at any time during the pendency of loan.

5.4 Negative Covenants

Unless HDFC shall otherwise agree:

- (a) Possession: The borrower shall / has not let out or otherwise howsoever part with the possession of the property or any part thereof.
- (b) Alienation: The borrower shall not sell, mortgage, lease, surrender or otherwise howsoever alienate the property or any part thereof.
- (c) Agreements and Arrangements: The borrower shall / has not enter(ed) into any agreement or arrangement with any person, institution or local or Government body for the use, occupation or disposal of the property or any part thereof during the pendency of the loan.
- (d) Change of use: The borrower shall not change the authorized usage of the property. If the property is used for any purpose other than the duly authorized purpose, in addition to any other action, which HDFC might take, HDFC shall be entitled to charge, in its sole discretion, such higher rate of interest as it might fix in the circumstances of the case.
- (e) Merger: The borrower shall not amalgamate or merge the property with any other adjacent property nor shall he create any right of way or any other easement on the property.
- (f) Surety or Guarantee: The borrower shall not stand surety for anybody or guarantee the repayment of any loan or the purchase price of any asset.
- (g) Leaving India: The borrower shall not leave India for employment or business or for long term stay abroad without fully repaying the loan then outstanding together with interest and other dues and charges including prepayment charges as per the rules of HDFC then in force.
- 5.5 Appropriation of payments

Unless otherwise agreed to by HDFC any payment due and payable under the Loan Agreement and made by the borrower or received by HDFC would be appropriated towards such dues in the order, namely:

- (1) costs, charges, expenses, incidental charges and other monies that may have been expended by HDFC in connection with recovery;
- (2) additional interest and/or liquidated damages on defaulted amounts; (3) prepayment charge, commitment charge and fees;
- (4) PEMII; (5) EMI; (6) principal amount of the loan.
- 5.6 Change in address: The borrower shall inform HDFC forthwith as regards any change in his address for service of notice.

ARTICLE 6 BORROWER'S WARRANTIES

- 6 The Borrower hereby warrants and undertakes to HDFC as follows:
 - (a) Confirmation of loan application: The borrower confirms the accuracy of the information given in his loan application made to HDFC and any prior or subsequent information or explanation given to HDFC in this behalf.
 - (b) Disclosure of material changes: That subsequent to the said loan application there has been no material change which would affect the purchase/construction/improvement / title of the property or the grant of the loan as proposed in the loan application.
 - (c) Charges and encumbrances: That there are no mortgages, charges, lispendens or liens or other encumbrances or any rights of way, light or water or other easements or right of support on the whole or any part of the property.
 - (d) Litigation: That the borrower is not a party to any litigation of a material character and that the borrower is not aware of any facts likely to give rise to such litigation or to material claims against the borrower.
 - (e) Disclosure of defects in property: That the borrower is not aware of any document, judgment or legal process or other charges or any latent or patent defect affecting the title of the property or of any material defect in the property or its title which has remained undisclosed and/or which may affect HDFC prejudicially.
 - (f) Public schemes affecting the borrower's property: That the borrower's property is not included in or affected by any of the schemes of Central/State Government or of the improvement trust or any other public body or local authority or by any alignment, widening or construction of road under any scheme of the Central/State Government or of any Corporation, Municipal Committee, Gram Panchayat, etc.
 - (g) Infringement of local laws: That no suit is pending in the Municipal Magistrate's Court or any other Court of Law in respect of the property nor has the borrower been served with any Notice for infringing the provisions of the Municipal Act or any Act relating to local bodies or Gram Panchayats or Local Authorities or with any other process under any of these Acts.
 - (h) Disclosure of facts: That the borrower shall disclose all facts relating to his property to HDFC.
 - (i) Due payments of public and other demands: That the borrower has paid all public demands such as Income Tax and all the other taxes and revenues payable to the Government of India or to the Government of any State or to any local authority and that at present there are no arrears of such taxes and revenues due and outstanding.
 - (j) It shall be the borrower's obligation to keep himself acquainted with the rules of HDFC, herein referred to, in force from time to time.
 - That, as may be applicable, the Construction/Improvement has /have been are being /shall be carried out by the Borrower after obtaining necessary approvals/permissions/ no objection certificates from all the concerned authorities as well as from the concerned co-operative society/ limited company/apartment owners association/landlord/owner as the case may be and that the borrower agrees to keep HDFC fully indemnified , saved and kept harmless from or against any risk that may arise to HDFC on account of non receipt of such approvals /permissions/no objection certificates.
 - (I) That the Borrower has necessary power to borrow and secure the loan and that the borrower is not under any restriction or liability.

ARTICLE 7 REMEDIES OF HDFC

If one or more of the events specified in this Article (hereinafter called "events of default") shall have happened, then, HDFC by a written notice to the borrower may declare the principal of and all accrued interest on the loan that may be payable by the borrower under or in terms of this Agreement and/or any other

.

Agreements, documents subsisting between the borrower and HDFC, as well as all other charges and dues to be due and upon such declaration the same shall become due and payable forthwith and the security in relation to all loans shall become enforceable, notwithstanding anything to the contrary in this Agreement or any other Agreement/s or document/s.

If the borrower commits an Event of Default and/or the Account has been substantially irregular, reasonably raising an apprehension of anticipated breach, HDFC shall have the discretion to withdraw the **FIXED FIRST NON HOUSING SCHEME LOAN** and as such HDFC shall also be entitled to revise and/or charge higher rate of interest. Any amount as quantified by HDFC shall be deemed to be due and payable by the borrower to HDFC under this Agreement.

7.1 Events of Default

- (a) Payment of Dues: Default shall have occurred in payment of EMIs and/or PEMIIs and in payment of any other amounts due and payable to HDFC in terms of this Agreement and/or in terms of any other Agreement/s, document/s that may be subsisting or that may be executed between the borrower and HDFC hereafter.
- (b) Performance of Covenants: Default shall have occurred in the performance of any other covenants, conditions or agreements on the part of the borrower under this Agreement or any other Agreement/s between the borrower and HDFC in respect of this loan and for any other loan and such default shall have continued over a period of 30 days after notice thereof shall have been given to the borrower by HDFC.
- (c) Supply of Misleading information: Any information given by the borrower in his loan application to HDFC for financial assistance is found to be misleading or incorrect in any material respect or any warranty referred to in Article 6 is found to be incorrect.
- (d) Inability to Pay Debts: If there is reasonable apprehension that the borrower is unable to pay his debts or proceedings for taking him into insolvency have been commenced.
- (e) Depreciation of Security: If the security depreciates in value to such an extent that in the opinion of HDFC further security to the satisfaction of HDFC should be given and such security is not given, inspite of being called upon to do so.
- (f) Sale or Disposal of Security: If the security for the loan is sold, disposed of, charged, encumbered or alienated.
- (g) Attachment or Distraint on Property: If an attachment or distrain is levied on the property or any part thereof and/or certificate proceedings are taken or commenced for recovery of any dues from the borrower.
- (h) Failure to furnish information/documents/post dated cheques: If the borrower fails to furnish information/documents as required by HDFC under the provisions of Article 2.6(j) or furnish post dated cheques as required by HDFC.
- i) Failure to create security: If the borrower fails to create security or maintain the value thereof, as required by HDFC.

7.2 Bankruptcy or Insolvency

If the borrower shall become bankrupt or insolvent, the principal of and all accrued interest on the loan and any other dues shall thereupon become due and payable forthwith, anything in this Agreement to the contrary notwithstanding.

7.3 Notice to HDFC on the Happening of an Event of Default

If any event of default or any event which, after the notice or lapse of time or both would constitute an event of default shall have happened, the borrower shall forthwith give HDFC notice thereof in writing specifying such event of default, or such event.

7.4 Issue of certificates

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HDFC may issue any certificate as regards payment of any amounts paid by the borrower to HDFC in terms of this Agreement only if the borrower has paid all amounts due under the Agreement to HDFC and the borrower has complied with all the terms of this Agreement.

7.5 Communication with third party, etc.

In the event of default HDFC shall be entitled to communicate, in any manner it may deem fit, to or with any person or persons with a view to receiving assistance of such person or persons in recovering the defaulted amounts. Also, representatives of HDFC shall be entitled to visit the pulperty and or any place of work of the borrower.

ARTICLE 8 WAIVER

Waiver not to impair the Rights of HDFC

No delay in exercising or omission to exercise, any right, power or remedy accruing to HDFC-upon any default under this Agreement or any other Agreement or document shall impair any such right, power or remedy or shall be construed to be a waiver thereof or any acquiescence in such default; nor shall the action or inaction of HDFC in respect of any default or any acquiescence by it in any default, affect or impair any right, power or remedy of HDFC in respect of any other default.

ARTICLE 9 EFFECTIVE DATE OF AGREEMENT

Agreement to become Effective from the Date of Execution

The Agreement shall have become binding on the borrower and HDFC on and from the date of execution hereof. It shall be in force till all the monies due and payable to HDFC under this Agreement as well as all other Agreement/s, document/s that may be subsisting/executed between the borrower and HDFC are fully paid.

ARTICLE 10 MISCELLANEOUS

10.1 Place and Mode of Payment by the Borrower

All monies due and payable by the borrower to HDFC under or in terms of this Agreement shall be paid at the registered office or the concerned regional/branch office of HDFC by cheque or bank draft, drawn in favour of HDFC on a bank in the town or city where such registered office/branch/regional office is situated or in any other manner as may be approved by HDFC and shall be so paid as to enable HDFC to realise the amount sought to be paid on or before the due date to which the payment relates. Credit for all payments by cheque/bank draft drawn will be given only on realisation thereof by HDFC.

10.2 Inspection, Refinance, etc.

- (a) The borrower shall permit inspection of all books of accounts and other records maintained by him in respect of the loan, to officers of HDFC. The borrower shall also permit similar inspection by officers of such other companies, banks, institutions or bodies as HDFC may approve and intimate the borrower.
- (b) HDFC shall have the option to obtain any refinance facility or loan from any bank, company, institution or body, against any security that may have been furnished by the borrower to HDFC.
- (c) HDFC shall have the authority to make available any information contained in the loan application form and/or any document or paper or statement submitted to HDFC by or on behalf of the borrower and/or pertaining or relating to the borrower and/or to the loan including as to its repayment conduct, to any rating or other agency or institution or body as HDFC in its sole discretion may deem fit. HDFC shall also have the authority to seek and/or receive any information as it may deem fit in connection with the loan and/or the borrower from any source or person or entity to whom the borrower hereby authorises to furnish such information.

10.3 Assignment

The borrower shall not assign or transfer all or any of its rights, benefits or obligations under this Agreement and/or any other related transaction documents including but not limited to the guarantees without the approval of HDFC. HDFC may, at any time, assign or transfer all or any of its rights, benefits and obligations under this Agreement and/or any other related transaction documents including but not limited to the guarantees. Notwithstanding any such assignment or transfer, the borrower shall, unless otherwise notified by HDFC, continue to make all payments under this Agreement to HDFC and all such payments when made to HDFC shall constitute a discharge to the borrower from its liabilities only to the extent of such payments.

10.4 Service of Notice

Any notice or request required or permitted to be given or made under this Agreement to HDFC or to the borrower shall be given in writing. Such notice or request shall be deemed to have been duly given or made when it shall be delivered by hand, mail or telegram to the party to which it is required or permitted to be given or made at such party's address specified below or at such other address as such party shall have designated by Notice to the party giving such notice or making such request:

For HDFC:

Housing Development Finance Corporation Limited

Ramon House, H T Parekh Marg, 169, Backbay Reclamation, Churchgate, Mumbai 400 020.

For the Borrower:

The residential address stated in the schedule or the property address described in the Schedule.

10.5 The borrower agrees/confirms as follows:

- (a) to keep alive the Insurance Policy/Policies assigned in favour of HDFC by paying on time the premium as they fall due and produce the receipts to HDFC whenever required;
- (b) HDFC shall have the right to receive and adjust any payment that it may receive in connection with any insurance policy/policies against the loan and alter the amortisation schedule in any manner as it may deem fit notwithstanding anything to the contrary contained in this Agreement or any other document or paper;
- (c) that he has scrutinized and is satisfied with the building plan, commencement certificate, permission for repairs/improvement and all the requisite permissions pertaining to the property /improvements and that the construction / improvement is as per the approved plan / approval and of a satisfactory quality and that HDFC shall not be responsible for the same under any circumstances whatsoever.
- (d) HDFC may return the security (if any) to either/any of the borrowers notwithstanding any contrary advice/intimation from either/any of the borrowers at a later date.
- (e) Notwithstanding anything contained in this Loan Agreement the borrower is aware that in order to avail/claim benefit under the Income Tax Act (as in force from time to time) all the payments for the period upto March 31 would need to be paid by him on or before March 31 every year so that the same can be reflected in his statement of account for the concerned financial year.
- (f) The Borrower alone shall be responsible to bear and pay the Stamp Duty, all charges levied by the Central Registry of Securitization Asset Reconstruction and Security Interest of India, as well as all other statutory/regulatory charges/levies/taxes as may be applicable to the Loan, the Security, this Agreement as well as on all other instruments in relation to the Loan / Security (to the extent as may be applicable during the pendency of the Loan).
- (g) The Borrower declares and affirms that the particulars and information given in the application form are true, correct and complete and that he has not withheld any facts which are / were relevant or material for considering his application or granting of the loan by HDFC.
- (h) The Borrower further agrees that the terms and conditions of the offer letter, the loan application and the related documents executed/to be executed shall be read and form part and parcel of this Agreement. In case of any inconsistency in any of the stated documents, the terms and conditions of this Loan Agreement shall prevail.
- (i) The Borrower further agrees that EMI for the Initial Period can be calculated and has been reproduced herein in Schedule I and that with regard to the subsequent period EMI commencing from the AIR Application Date, the actual quantification will depend on Principal outstanding and RPLR on the AIR Application Date and the balance residual Term of the Loan. As such the EMI stated in the Schedule It is indicative and may undergo change. Further the EMI as mentioned in Schedule II will also depend and vary in an event of any delay in payment, prepayments and / or Event of Default.

SCHEDULE I (Detkils of Loan repayment terms) Place and Date Of Loan Agreement Loan A/C No.: 615392421 : 615392421 File No. Boshee Moat Place : Jententes 23/2015 (Month) (Day) (Year) Date (Year) Product : FIXED FIRST NRP EQUITY LOAN Name of the Borrower MR SHARAD KUMAR JAYANTILAL KADAKIA MR RAJESH KUMAR JAYANTILAL KADAKIA Address of the Borrower 5-2-233 DIST ILLERY RUAD SECUNDERABAD. HYDERABAD-AP - 5000037 Article Reference 2.1 Amount of Loan Re.15000000 (Rupees ONE CRORE FIFTY LAKH ONLY 2.2 (a) Interest Applicable rate of interest 11.8% (fixed) per annum under Monthly Rest(the Initial Rate of Interest). Initial Period: Period commencing with effect from the date of first disbursement under this Agreemer and shall subsist until 60 months therefrom. 2.6 Amortisation (a) EMI Rs. 213476 * (c) Date of commencement of EMI 1st day or Etall 2015
(d) Due date of payment of finet cour city (d) Due date of payment of first EMI 5th day of Houenles John However, in the event of delay or advancement of disbursement, the date of commencement of EMI shall

However, in the event of delay or advancement of disbursement, the date of commencement of EMI shall be the first day of the month following the month in which the disbursement will have been completed. In such a case, the due date of payment of the first EMI shall be the 5th day of the month following such month.

The borrower shall endeavor to pay subsequent EMIs at the end of each respective month but in any case shall pay on or before the 5th day of the following month.

* The EMI is subject to change with effect from the AIR Application Date

(Details of repayment terms commencing from the AIR Application Date)

2.2(b) Interest

RPLR minus spread 4.75% = 11.8 per annum* (the Adjustable Interest Rate / AIR).

Subsequent Period: Period commencing immediately after the expiry of the Initial Period and subsisting until the full amortization of the Loan.

2.3 Interest Rate Reset Revision Cycle: 3 months.

2.6 Amort@sation

(a) Term of repayment 60 months. *

(b) ENZ Rs. 213476*

Number of EMIS 60 *

(c) pate of commencement of EMI 1st day of

(d) Dup bate of payment of first EMI 5th day

However, in the event of delay or advancement of disbursement, the date of commencement of the should be the first day of the month following the month in which the disbursement will have been completed. In such a case, the due date of payment of the first EMI shall be the 5th day of the month following such month.

- (e) The borrower shall endeavour to pay subsequent EMIs at the end of each respective month but in any case shall pay on or before the 5th day of the following month.
- * The repayment schedule stated herein is indicative and is likely to undergo change at the time of actual commencement of payment of EMI.

Description of the property

All that Shop bearing nos. 8 & 9, admn. 739.50 Sqft with u/s of land 16.43 Sq.yds, Office No. B-1, admn. 1648 Sqft, with u/s of land 36.62 Sq.yds, Office No. A-1 admn. 1002 Sqft with u/s of land 58 Sq.yds, Office No. A-2 admn. 1087 Sqft, with u/s of land 24.15 Sq.yds, Office No. A-3 admn. 1088 Sqft, with u/s of land 24.17 Sq.yds, Office No. B-1 admn. 1648 Sqft with u/s of land 36.62 Sq.yds, Office No. B-2 admn. 1430 Sq.ft with u/s of land 31.77 Sq.yds, Office No. B-3 admn. 1430 Sqft with u/s of land 31.77 Sq.yds, Office No. C-1 admn. 1648 Sqft with u/s of land 36.62 Sq.yds, Office No. C-1 admn. 1648 Sqft with u/s of land 36.62 Sq.yds, Office No. C-2 admn. 1430 Sqft with u/s of land 31.77 Sq.yds, Office No. C-2 admn. 1430 Sqft with u/s of land 31.77 Sq.yds, Office No. C-3 admn. 1430 Sqft with u/s of land 31.77 Sq.yds, Office No. C-3 admn. 1430 Sqft with u/s of land 31.77 Sq.yds, Office No. C-3 admn. 1430 Sqft with u/s of land 31.77 Sq.yds, Office No. C-3 admn. 1430 Sqft with u/s of land 31.77 Sq.yds, Office No. C-3 admn. 1430 Sqft with u/s of land 31.77 Sq.yds, Office No. C-3 admn. 1430 Sqft with u/s of land 31.77 Sq.yds, Office No. C-3 admn. 1430 Sqft with u/s of land 31.77 Sq.yds, Office No. C-3 admn. 1430 Sqft with u/s of land 31.77 Sq.yds, Office No. C-3 admn. 1430 Sqft with u/s of land 31.77 Sq.yds, Office No. C-3 admn. 1430 Sqft with u/s of land 31.77 Sq.yds, Office No. C-3 admn.

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Commercial Complex, bearing MCH No. 5-4-187/5/11. 15, 16, 17. 18 & 19, Karbala Maidan, Ranigunj, Necklace Road. Secunderabad. Telangana. A

IN WITNESS WHEREOF the parties hereto have signed the day, month and year first above written.

Signed and Delivered by the within-named HOUSING DEVELOPMENT FINANCE CORPORATION LIMITED by the hand of

Mr./Ms.

its authorised signatory

Signed and Delivered by the within-named borrower MR SHARAD KUMAR JAYANTILAL KADAKIA
MR RAJESH KUMAR, JAYANTILAL KADAKIA

RECEIPT

Received the day and year above written from the within named HOUSING DEVELOPMENT FINANCE CORPORATION LIMITED the sum of Rs 7500000 (Rupees SEVENTY FIVE LAKH ONLY) by cheque no _______ dated ______ drawn on HDFC BANK LTD HYDERABAD BRANCH HYDERABAD favouring SHARAD KUMAR JAYANTILAL KADAKIA, A/C:2611483678, KOTAK MAHINDRA BANK LTD, S D ROAD

Received the day and year above written from the within named HOUSING DEVELOPMENT FINANCE CORPORATION LIMITED the sum of Rs 7500000 (Rupees SEVENTY FIVE LAKH ONLY) by cheque no _______ dated ______ drawn on HDFC BANK LTD HYDERABAD BRANCH HYDERABAD favouring RAJESH KUMAR JAYANTILAL KADAKIA, A/C:4211485946, KOTAK MAHINDRA BANK LTD,

at borrowers request

I/We say recaived

THE MOST IMPORTANT TERMS AND CONDITIONS (MITC)

The Most Important Terms and Conditions (MITC) of the loan between the Borrower/s and Housing Development Finance Corporation Limited, a Company incorporated under the Companies Act, 1956 and having its registered office at Ramon House, H T Parekh Marg, 169, Backbay Reclamation, Churchgate, Mumbai 400 020, hereinafter called "HDFC" 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 HDFC (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. Loan

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

Rate of Interest

(a) Adjustable Rate Home Loans:

Under this option the applicable rate of Interest is linked to HDFC's Retail Prime Lending Rate (RPLR). The applicable rate of interest on the loan will be revised/reset every three months from the date of first disbursement with change in RPLR ie the interest rate on the loan may change with the change in HDFC's RPLR. HDFC's RPLR is dependent on the interest rates prevailing in the market and may therefore increase or decrease depending on prevailing interest rates in the market. HDFC-RPLR is updated on www.hdfc.com ("Website") for your information.

(b) Fixed Rate Home Loan:

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

(c) Combination Loans:

Combination loans means the rate of interest applicable on the loan, which is Fixed in nature for a determined duration of the tenure of loan as offered by HDFC and thereafter converts to a Adjustable Rate Home Loan.

(d) Conversion:

Customers can opt to switch between schemes or change spread by paying a nominal conversion fee. For more details on the fee applicable for conversion, please refer to the latest fees and charges updated on our website www.hdfc.com

Tenure

The loan can be repaid generally over a maximum period of 30 years subject to the age, risk profile, age of the property at loan maturity and the specific product availed by the Borrower.

2. Security for the loan

Security of the loan would generally be security interest on the property being financed and / or any other collateral / interim security as may be required by HDFC. Stamp duty, e-filing charges, and other statutory dues applicable on the Security documents or Transaction documents may vary depending on the location and will be charged in addition to processing fees.

3. Insurance of property

The borrower shall be vigilant and he shall ensure that the property is, during the pendency of the loan, always duly and properly insured against all risks such as earthquake, fire, flood, explosion, storm, tempest, cyclone, civil commotion, etc, HDFC being made the sole beneficiary under the policy / policies, and produce evidence thereof to HDFC on his own from time to time. The Borrower shall pay the premium amounts promptly and regularly so as to keep the policy/policies alive at all times during the said period.

4. Conditions for disbursement of the loan

- a) Submission of all relevant documents as mentioned by HDFC in the sanction letter / Loan Agreement.
- b) Legal & technical assessment of the property.
- c) Payment of own contribution by the Borrower (total cost of flat less the loan amount), as specified in the sanction letter. In case of any alternative arrangement based on a specific product being offered by HDFC the same shall be informed to and acknowledged by the Borrower.

- d) Providing adequate utilization proof as desired by HDFC
- e) Undertaking by the customer to regularly provide HDFC information, including details regarding progress / delay in construction, any major damage to the property, change in employment/ contact details, non-payment of taxes and statutory levies and charges, as may be applicable from time to time pertaining to property, etc.
- f) The construction is being undertaken as per the approved plans.
- g) The customer has satisfied himself/herself that required approvals for the project have been obtained by the developer.
- h) All required approvals for the property have been obtained and are available with the seller in case the property is being purchased in resale.

5. Repayment of Loan and Interest

Pending final disbursement, simple interest is applicable on the loan disbursed. This interest on the amount disbursed is called Pre-EMI. Pre-EMI interest is payable every month from date of each disbursement upto date of commencement of EMI.

The loan is repaid by way of Equated Monthly Installments (EMI), which comprises of both principal repayment and interest component calculated on the outstanding principal. Interest shall be calculated on monthly reducing basis.

Repayment commences from the month following the month in which final disbursement of the loan is availed.

6.

PEMIs and EMIs may be repaid through post dated cheques (PDCs), Electronic Transfer (NEFT) or the Electronic Clearing Service (ECS) method, by the 5th day of every month.

HDFC also offers "Tranching" facility for repayment of loan disbursed. Instead of paying Pre-EMI on amount disbursed, the customer can choose to pay interim EMI, of an amount lesser than or equal to EMI on the total loan amount, convenient to him thus commencing the repayment of the loan before the loan is fully disbursed.

A. Adjustable Rate Loans (ARHL)

 For all loans sanctioned only to individual sorrowers, no prepayment charges shall be payable on account of part or full prepayments.

Prepayment Charges

- b) For loans sanctioned to Individual borrowers with company, firm, etc as a co-applicant. Prepayment charges at a rate of 2% plus taxes and statutory levies and charges, as may be applicable from time to time, of the amount being prepaid are payable.
- c) The customer will be required to submit such documents that HDFC may deem fit & proper to ascertain the source of funds at the time of pre-payment of the loan.

B. Fixed Rate Loans (FRHL)

- a) No prepayment charges shall be payable for partial or full payments made from own sources. The expression "own sources" for this purpose means any source other than borrowing from a Bank/HFC/NBFC or Financial Institution.
- b) The customer will be required to submit such documents that HDFC may deem fit & proper to ascertain the source of funds. The prepayment charge shall be 2%, plus taxes and statutory levies and charges, as may be applicable from time to time, of the

The prepayment charge shall be 2%, plus taxes and statutory levies and charges, as may be applicable from time to time, of the outstanding amounts being so prepaid through refinance from any Bank / HFC / NBFC or Financial Institution (such amounts shall include all amounts prepaid during the given financial year) and shall be applicable to all partial or full prepayments.

However in cases, where Home loans are fore-closed before three years from date of final disbursement for any reasons, HDFC has the right to recover Valuation Charges paid to external agency for valuation of property, concession offered in rate of interest and fees, or any charges paid to external agency for the processing the loan application if any, at the time of sanction/disbursement of the loan.

C. Fixed and Variable Rate Loans (Combination rate)

1) During the Fixed Rate period -:

(i) For all loans sanctioned, the prepayment charge shall be 2%, plus applicable taxes and statutory levies and charges, as may be applicable from time to time, of the outstanding amounts being so prepaid through refinance from any Bank / HFC / NBFC or Financial Institution (such amounts shall include all amounts prepaid during the given financial year) and shall be applicable to all partial or full prepayments.

(ii) The customer will be required to submit such documents that HDFC may deem fit & proper to ascertain the source of funds at the time of pre-payment of the loan.

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- 2) During the Variable Rate period -:
 - For all loans sanctioned only to individual borrowers, no prepayment charges shall be payable on account of part or full prepayments.
 - (ii) For all loans sanctioned to Individual borrowers with company, firm, etc as a co-applicant, prepayment charges at a rate of 2% plus Taxes and Statutory levies and charges, as may be applicable from time to time, of the amount being prepaid are payable.

However in cases, where Home loans both under ARHL and FRHL are fore-closed before three years from date of final disbursement for any reasons, HDFC has the right to recover Valuation Charges paid to external agency for valuation of property, concession offered in rate of interest and fees, or any charges paid to external agency for the processing the loan application if any, at the time of sanction/disbursement of the loan.

The prepayment charges as mentioned above are as on date of execution of this loan agreement, however they are subject to change as per prevailing policies of HDFC and accordingly may vary from time to time. Customers are requested to refer to www.hdfc.com for the latest charges applicable on prepayments.

7. Brief Procedure to be followed for Recovery of overdues

On occurrence of any event of default as mentioned in the Loan Agreement ("Event of Default"), all outstanding amounts owned by the Borrower to HDFC shall become payable forthwith and HDFC reserves the right to undertake all such necessary processes/measures to enforce its rights under the Loan Agreement.

- a) Additional Interest
 - Delayed payment of interest or EMI shall render the Borrower liable to pay additional interest of upto 24% per annum. Additional Interest shall be charged on delay in payments of the EMI or PEMI or any other amounts due to HDFC beyond the specified due dates.
- b) Recovery of over dues shall be governed by the Loan Agreement (and any other document) executed between the Borrower and HDFC and as per the applicable Law.

8. Customer Services

i) Customer Service Queries including requirement of documents can be addressed to us through the following channels:

Write to us via our website: www.hdfc.com or mail us at:

HDFC Ltd,

HUL House, H T Parekh Marg,

165-166, Backbay Reclamation.

Churchgate, Mumbai 400 020.

- ii) Contact our Customer Service Officer at your nearest branch within the working hours as mentioned in our Loan Application form for:
 - a. Photo Copies of documents, which can be provided in 7 working days from date of placing request. Necessary administrative fee shall be applicable.
 - b. Original documents will be returned within 10 working days from the date of closure of loan. Necessary administrative fee shall be applicable if documents collected beyond due date of release of documents.

HDFC may disclose any information / documents relating to the borrower to any third party for credit verification, regulatory or promotional purpose. Also HDFC may send SMS to your mobile / e-mail you for information & updates pertaining to your loan account and any other products or services being offered / introduced by HDFC and / or its group companies.

9. 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:

- a) The Borrower can complain to customer care on our website www.hdfc.com or
- b) Borrower can meet or write to the Business Haad for the respective dealing branch

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c) In case the concern remains unresolved beyond a period of 7 days, the Borrower may escalate the matter to the Managing Director at

The Managing Director,

HDFC Ltd,

As detailed in the list below:

HUL House, H T Parekh Marg,

165-166, Backbay Reclamation,

Churchgate, Mumbai 400 020.

d) In case the Borrower is still not satisfied with the response that matter may be further escalated to:

The Complaint Cell

National Housing Bank, 4th Floor,

Core 5A, India Habitat Centre,

Lodhi Road, ND -110023.

10. Fee and Charges

SR No	Name of the Product/Service	Name of Fee/ Charge levied	When Payable	Frequency	Amount in Rupees
1	Fees for Housing/Extension/Improvement/ Refinance/Plot Loans for Salaried, Self Employed Professionals.	Processing Fees	At Application	Once	Upto 0.50% of the loan amount or Rs. 2000/- whichever is higher + taxes and statutory levies and charges, as may be applicable from time to time
2	Fees for Housing/Extension/Improvement/ Refinance/Plot Loans for Self Employed Non Professionals.	Processing Fees	At Application	Once	Upto 1.5% of the Loan amount or Rs. 3000/- whichever is higher + taxes and statutory levies and charges, as may be applicable from time to time
3	Fees for Top-Up Loan	Processing Fees	At Application	Once	Upto 0.5% of the Loan amount or Rs. 2000/- whichever is higher + taxes and statutory levies and charges, as may be applicable from time to time
4	Fees for Equity/Non Residential Premises Loans.	Processing Fees	At Application	Once	Upto 1.5% of the Loan amount or Rs. 3000/- whichever is higher + taxes and statutory levies and charges, as may be applicable from time to time
5	Fees for NRI Loans	Processing Fees	At Application	Once	Upto 1.25% of the Loan amount or Rs. 2000/- whichever is higher + taxes and statutory levies and charges, as may be applicable from time to time
6	Fees for Value Plus Loans	Processing Fees	At Application	Once	Upto 1.5% of the Loan amount or Rs. 3000/- whichever is higher + taxes and statutory levies and charges, as may be applicable from time to time

SR No	SR No Name of the Product/Service Name of Fee/ Charge levied		When Payable	Frequency	Amount in Rupees
7	Delay Payment Charges	Additional Interest	On Accrual	Monthly	A maximum of 24 .00 %P.A on the defaulted sum
8	Expenses to cover costs	Incidental Charges	On incurring expenses		incidental charges and expenses are levied to cover the cost, charges, expense and other monies as per actual applicable to a case.
9	Statutory Charges	CERSAI	On Disbursement/ Change of security	Once	As per charges levied by CERSAI
10	Statutory Charges	Stamp Duty/ MOD/MOE	On Fixing of Disbursement	Once	As applicable in the respective state.
11	Switch to Lower Rate in Variable rate Loans (Housing/Extension/Improvement)	Conversion Fees	On Conversion	On every Spread change	Upto 0.50% of the Principal Outstanding and undisbursed amount (if any) at the time of Conversion or cap Rs 50000 whichever is lower.
	Switching to Variable Rate Loan from Fixed Rate Loan (Housing/Extension/ Improvement)	Conversion Fees	On Conversion	Once	Upto 0.50% of the Principal Outstanding and undisbursed amount (if any)at the time of Conversion or cap Rs 50000 whichever is lower.
- 1	Switch from Trufixed fixed rate to Variable rate	Conversion Fees	On Conversion	Once	1.75% of the Principal Outstanding and undisbursed amount (if any) at the time of Conversion
	Switch to Lower Rate (Non–Housing Loans)	Conversion Fees	On Conversion	On every Spread change	Half of the spread difference on the principal outstanding and undisbursed amount (if any), with a minimum fee of 0.5% and Max. 1.5%
15	Switch to Lower Rate (Plot Loans)	Conversion Fees	On Conversion	On every Spread change	0.5% of Principal outstanding and undisbursed amount (if any) at the time of Conversion
16	Cheque /ECS Dishonour Charge	Misc Receipts	On Cheque Dishonour	Depends on no. of Dishonour	200/- Per Dishonour
17	Photo Copy of Documents	Miscellaneous Receipts	Event	On every request	Upto Rs 500
18	ees on account of External Opinion	Miscellaneous Receipts	On incurring expenses		As per actuals

SR No	Name of the Product/Service	Name of Fee/ Charge levied	When Payable	Frequency	Amount in Rupees		
19	List of documents	Miscellaneous Receipts	Event	On every request	Upto Rs 500		
20	PDC swap	Miscellaneous Receipts	Event	On every request	Upto Rs 200		
21	Disbursement cheque cancellation charge post disbursement	Miscellaneous Receipts	Event	On every occurrence	Upto Rs 200		
22	Reappraisal of loan after 6th months from sanction	Processing fees	At re-application	Once	Rs 2000 plus taxes and statutory levies and charges, as may be applicable from time to time		
23	Increase/Decrease in loan term	Processing fees	At request	Once	Rs 500 plus taxes and statutory levies and charges, as may be applicable from time to time		

Note: Stamp Duty applicable on Memorandum of Deposit (MOD) may vary depending on location and may be charged in addition to the processing fees. Fees on account of external opinion from advocates/technical valuers, as the case may be, is payable on an actual basis as applicable to a given case. Such fees is payable directly to the concerned advocate/technical valuer for the nature of assistance so rendered. 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.

HDFC 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.

HDFC 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 or any authority as may required from time to time without any notice to the Customer. The Most Important Terms and Conditions mentioned above are an indicative list of Terms and Conditions of our loan products. The Terms and Conditions are further described in our Loan Agreement under relevant sections/schedules and therefore should be read in conjunction with those mentioned in the loan agreement. For an exhaustive list of Terms and Conditions of our loan products, please refer to our website www.hdfc.com.

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 or Thumb impression of Borrower/s

DATE: 23 September 25

Authorised Signatory of HDFC

FINAL DISBURSEMENT ADVICE

Date 23-SEP-15 04:41 P.M.

Loan Account No : 615392421

Loan Product

Name

: FIXED FIRST NRP EQUITY LOAN : MR SHARAD KUMAR JAYANTILAL KADAKIA

Loan Sanctioned

: Rs. 15000000

Current Disbursement : Rs. Total Loan Disbursed : Rs.

15000000

15000000

Loan Yet to be Disbursed : Rs.

PRE-EMI Interest * @11.8% for the month of SEP-2015 .

38,795

Fees

Ŕs.

- 4

Total:

38791

EQUATED MONTHLY INSTALLMENT (EMI)

EMI - From 01-OCT-2015 To 30-SEP-2020 Rs. 213476 **

EMI - From 01-OCT-2020 To 30-SEP-2025 Rs. 213476 **

The EMI/s are payable during the month or on or before the due date. The rate of interest (ROI) will be subjected to reset*** on 01-OCT-20.

Your preferred communication details recorded with us are :

5-2-233,

Mobile No:9502222699

DIST ILLERY ROAD,

Tel No :NOT AVAILABLE

SECUNDERABAD,

Email Id :jayaprakash@modiproperti

HYDERABAD-AP-500003, TELANGANA, INDIA

es.com

In case of any change in communication details please inform us in writing enclosing self attested copies of latest address proof. Please check our website www.hdfc.com for acceptable address proof documents in KYC section.

For other loan details login at www.hdfc.com through your Web Userid : SHARKJ59

*- Preemi interest,

**- Emi payble term / amount and

***- Interest rate reset revision cycle

Shall all remain subject to terms and conditions of the Loan Agreement executed by you.

Received below payment/s

Payable TO

Ref No.

Mode

Amount:

Disb Dt

SHARAD KUMAR JAYANTILAL KADAKIA, A/C:2611483678, KOTAK MAHINDRA

507546

PAYPAR

7500000

23-SEP-15

BANK LTD,

BANK LTD, S D ROAD RAJESH KUMAR JAYANTILAL KADAKIA, A/C:4211485946, KOTAK MAHINDRA

507547

PAYPAR

7500000

23-SEP-15

Signature of Customer/s

Date :

SHARAD KUMAR JAYANTILAL KADAKIA

BORROWER

For Housing Development Finance Corporation Limited

Authorised

Adv Ref :

MOST IMPORTANT TERMS AND CONDITIONS (MITC)

File No.: 615392421

(FIXED FIRST NRP EQUITY LOAN)

The Most Important Terms and Conditions (MITC) of the loan between the Borrower/s - MR SHARAD KUMAR JAYANTILAL KADAKIA,MR RAJESH KUMAR JAYANTILAL KADAKIA (File no - 615392421) and Housing Development Finance Corporation Limited,a Company incorporated under the Companies Act, 1956 and having its registered office at Ramon House, H T Parekh Marg, 169,Backbay Reclamation, Churchgate, Mumbai 400 020,hereinafter called "HDFC" are agreed upon and mentioned as under:

1. Loan

Sanctioned Amount: Rs.15000000 (Rupees ONE CRORE FIFTY LAKH ONLY)

- 2. Interest
 - (i) Type: Dual Rate
 - (ii) Interest chargeable: 11.8% on fixed rate basis; thereafter 11.8% i.e. reference rate -4.75 on floating rate basis.
 - (iii) Moratorium or subsidy: Not Applicable
 - (iv) Date of reset of interest: Three months
 - (v) Modes of communication of changes in Interest rate: HDFC informs of such change in Retail Prime Lending Rate (RPLR) through a 'press release' in major leading news papers across India and on its website www.hdfc.com.
- 3. Installment Types: Monthly
- 4. Repayment of the Loan [*]
 - (a) The amount of EMI: Rs. 213476(For initial period of 60 months on fixed rate basis)

Rs. 213476(for subsequent period of 60 months on variable rate basis)

- (b) Total number of installments where the loan is repayable in equated monthly instalments : 120 months *
- * Subject to variation in terms of the loan agreement executed/ to be executed between the Borrower/s and HDFC. HDFC shall endeavor to keep its Borrowers informed of any change in interest rates through its official website(www.hdfc.com), annual statement of accounts, display in its offices and general announcements from time to time. If such change is to the disadvantage of the customer, he/she may within 60 days and without notice close his / her account or switch it without having to pay any extra charges or interest.
- 5. Loan Tenure: 120 months
- 6. Purpose of Loan (the purpose for which the loan is sanctioned): EQUITY
- 7. Security/Collateral for the Loan [*] Security of the loan would generally be security interest on the property being financed and/or any other collateral/ interim security as may be required by HDFC.
- (a) Property description: All that Shop bearing nos. 8 & 9, admn. 739.50 Sqft with u/s of land 16.43 Sq.yds, Office No. B-1, admn. 1648 Sqft, with u/s of land 36.62 Sq.yds, Office No. A-1 admn. 1002 Sqft with u/s of land 58 Sq.yds, Office No. A-2 admn. 1087 Sqft, with u/s of land 24.15 Sq.yds, Office No. A-3 admn. 1088 Sqft, with u/s of land 24.17 Sq.yds, Office No. B-1 admn. 1648 Sqft with u/s of land 36.62 Sq.yds, Office No. B-2 admn. 1430 Sq.ft with u/s of land 31.77 Sq.yds, Office No. B-3 admn. 1430 Sqft with u/s of land 31.77 Sq.yds, Office No. C-1 admn. 1648 Sqft with u/s of land 36.62 Sq.yds, Office No. C-2 admn. 1430 Sqft with u/s of land 31.77 Sq.yds, Office no. C-3 admn. 1430 Sqft with u/s of land 31.77 Sq.yds, in the building known as SM Modi Commercial Complex, bearing MCH No. 5-4-187/5/11, 15, 16, 17, 18 & 19, Karbala Maidan, Ranigunj, Necklace Road, Secunderabad, Telangana.

Page No:

(b) Guarantee: Names of the Guarantor/s (if any): Not Applicable

(c) Other Security interest (if any) : Not Applicable

8. Fee and Other Charges

A. Fees and other charges as applicable on application/ during the term of loan/ conversion charges for switching from floating to fixed interest and vice-versa/ and penalty for delayed payments, are as under:

SR No.	Name of the Product/ Service	Name of Fee/Charge levied	When Payable	Frequency	Amount in Rupees			
1.	Imparation of the first of the		At Application	Once	Upto 0.50% of the loan amount or Rs. 2000/- whichever is higher + taxes and statutory levies and charges, as may be applicable from time to time.			
2.	Fees for Housing/Extension/ Improvement/Refinance/ Plot Loans for Self Employed Non Professionals	Processing Fees	At Application	Once	Upto 1.50% of the Loan amount or Rs. 3000/- whichever is higher + taxes and statutory levies and charges, as may be applicable from time to time.			
3.	Fees for Top-Up Loan	Processing Fees	At Application	Once	Upto 0.50% of the Loan amount or Rs. 2000/- whichever is higher + taxes and statutory levies and charges, as may be applicable from time to time.			
4.	Fees for Equity/Non Residential Premises Loans	Processing Fees	At Application	Once	Upto 1.50% of the Loan amount or Rs. 3000/- whichever is higher + taxes and statutory levies and charges, as may be applicable from time to time.			
5.	Fees for NRI Loans	Processing Fees	At Application	Once	Upto 1.25% of the Loan amount or Rs. 2000/- whichever is higher + taxes and statutory levies and charges, as may be applicable from time to time.			
6.	Fees for Value Plus Loans	Processing Fees	At Application	Once	Upto 1.50% of the Loan amount or Rs. 3000/- whichever is higher + taxes and statutory levies and charges, as may be applicable from time to time.			

Page No:

7.	Fees for Loans under HDFC Reach Scheme	Processing Fees	At Application	Once	Upto 1.50% of the loan amount + taxes and statutory levies and charges, as may be applicable from time to time.			
8.	Delay Payment Charges	Additional Interest	On Accrual	Monthly	A maximum of 18% P.A on the defaulted sum.			
9.	Expenses to cover costs	Incidental Charges	On incurring expenses		Incidental charges and expenses are levied to cover the cost, charges, expense and other monies as per actuals applicable to a case.			
10.	Statutory Charges	Change of security		Once	As per charges levied by CERSAI.			
11.	Statutory Charges	Stamp Duty/ MOD/MOE	On Fixing of Disbursement	Once	As applicable in the respective state.			
12.	Switch to Lower Rate in Variable rate Loans (Housing/Extension/Improve ment)	Conversion Fees	On Conversion	On every Spread change	Upto 0.50% of the principal outstanding and undisbursed amount (if any) at the time of Conversion or a cap of Rs. 50000 plus taxes whichever is lower.			
13.	Switching to Variable Rate Loan from Fixed Rate Loan (Housing/Extension/Improve ment)	from Fixed Rate Loan Fees sing/Extension/Improve		Once	Upto 0.50% of the principal outstanding and undisbursed amount (if any) at the time of Conversion or a cap of Rs. 50000 plus taxes whichever is lower.			
14,	Switch from Trufixed fixed rate to Variable rate	Conversion Fees	On Conversion	Once	1.75% of the principal outstanding and undisbursed amount (if any) plus taxes at the time of Conversion.			
15.	Switch to Lower Rate (Non -Housing Loans)	Conversion Fees	On Conversion	On every Spread change	Half of the spread difference on the principal outstanding and undisbursed amount (if any) plus taxes, with a minimum fee of 0.50% and Max. 1.50%.			
16.	Switch to Lower Rate (Plot Loans)			On every Spread change	0.50% of principal outstanding and undisbursed amount (if any) plus taxes at the time of			

Page No:

					Conversion.	
17.	Cheque/ECS Dishonour Charge	Miscellaneous Receipts	On Cheque Dishonour	Depends on no. of Dishonour	Rs. 200/-Per Dishonour.	
18.	Photo Copy of Documents	Miscellaneous Receipts	Event	On every request	Upto Rs. 500 plus taxes.	
19.	Fees on account of External Opinion	Miscellaneous Receipts	On incurring expenses		As per actuals.	
20.	List of documents	Miscellaneous Receipts	Event	On every request	Upto Rs. 500 plus taxes.	
21.	PDC swap	Miscellaneous Receipts	Event	On every request	Upto Rs. 500 plus taxes.	
22.	Disbursement cheque cancellation charge post disbursement	Miscellaneous Receipts	Event	On every occurrence	Upto Rs. 500 plus taxes.	
23.	Re-appraisal of loan after 6 months from sanction	Processing Fees	At Re - Application	Once	Rs. 2000 plus taxes and statutory levies and charges as may be applicable from time to time.	
24.	Increase/Decrease in loan term	Processing Fees	At Request	Once	Rs. 500 plus taxes and statutory levies and charges, as may be applicable from time to time.	

Page No:

B. On Foreclosure/Prepayment Charges

	A Adimetable Detail cons (ADHI):
A. Adjustable Rate Loans (ARHL)	A. Adjustable Rate Loans (ARHL): (a) For all loans sanctioned only to individual borrowers, no prepayment charges shall be payable on account of part or full prepayments.
	(b) For loans sanctioned to Individual borrowers with company, firm, etc. as a co-applicant Prepayment charges at a rate of 2% plus taxes and statutory levies and charges, as may be applicable from time to time, of the amount being prepaid are payable.
	(c) The customer will be required to submit such documents that HDFC may deem fit & proper to ascertain the source of funds at the time of pre-payment of the loan.
B. Fixed Rate Loans (FRHL)	B. Fixed Rate Loans (FRHL): a) No prepayment charges shall be payable for partial or full payments made from own sources. The expression "own sources" for this purpose means any source other than borrowing from a Bank/HFC/NBFC or Financial Institution.
	b) The customer will be required to submit such documents that HDFC may deem fit & proper to ascertain the source of funds.
	The prepayment charge shall be 2%, plus taxes and statutory levies and charges, as may be applicable from time to time, of the outstanding amounts being so prepaid through refinance from any Bank / HFC / NBFC or Financial Institution (such amounts shall include all amounts prepaid during the given financial year) and shall be applicable to all partial or full prepayments. However in cases, where Home loans are fore-closed before three years from date of final disbursement for any reasons, HDFC has the right to recover Valuation Charges paid to external agency for valuation of property, concession offered in rate of interest and fees, or any charges paid to external agency for the processing of the loan application if any, at the time of sanction/disbursement of the loan.
C. Fixed and Variable Rate Loans	C. Fixed and Variable Rate Loans (Combination rate)
(Combination rate)	1)During the Fixed Rate period :
	 (i) For all loans sanctioned, the prepayment charge shall be 2%, plus applicable taxes and statutory levies and charges, as may be applicable from time to time, of the outstanding amounts being so prepaid through refinance from any Bank/HFC/NBFC or Financial Institution (such amounts shall include all amounts prepaid during the given financial year) and shall be applicable to all partial or full prepayments. (ii) The customer will be required to submit such documents that HDFC may deem fit & proper to ascertain the source of funds at the time of pre-payment of the loan.
	2)During the Variable Rate period :
	 (i) For all loans sanctioned only to individual borrowers, no prepayment charges shall be payable on account of part or full prepayments. (ii) For all loans sanctioned to Individual borrowers with company, firm, etc as a co-applicant, prepayment charges at a rate of 2% plus Taxes and Statutory levies and charges, as may be applicable from time to time, of the amount being prepaid are payable.
	Page No: 5 of 8

However in cases, where Home loans both under ARHL and FRHL are fore-closed before three years from date of final disbursement for any reasons, HDFC has the right to recover Valuation Charges paid to external agency for valuation of property, concession offered in rate of interest and fees, or any charges paid to external agency for the processing of the loan application if any, at the time of sanction/disbursement of the loan.

The prepayment charges as mentioned above are as on date of execution of this loan agreement, however they are subject to change as per prevailing policies of HDFC and accordingly may vary from time to time. Customers are requested to refer to www.hdfc.com for the latest charges applicable on prepayments.

C. Fee refundable if loan not sanctioned/disbursed

Processing Fee paid by the Customer for availing the loan is non-refundable.

9. (a) Insurance of property

The Borrower shall ensure that the property is, during the pendency of the loan, always duly and properly insured against all risks such as earthquake, fire, flood, explosion, storm, tempest, cyclone, civil commotion, etc. HDFC be made the sole beneficiary under the policy / policies.

(b) Insurance of Borrower

The Borrower may avail health and/or life insurance cover for himself with HDFC as the sole beneficiary under the policy / policies.

10. Conditions for disbursement of the loan

The Borrower shall:

- a. submit all relevant documents as mentioned in the Sanction Letter/Loan Agreement.
- b. intimate HDFC of any change in his employment/contact details.
- c. request for disbursement of the loan in writing (as per the manner prescribed by HDFC). Such request shall be deemed to have been duly made when made by hand, mail or through website of HDFC (www.hdfc.com) or such other form/manner as may be announced by HDFC from time to time.
- d. comply with all preconditions for disbursement of the loan as mentioned in the Sanctioned Letter.
- e. ensure that he has absolute, clear and marketable title to the property (security) and the said property is absolutely unencumbered and free from any liability whatsoever.
- f. ensure that no extra-ordinary or other circumstances have occurred which shall make it improbable for the Borrower to fulfill his obligations under the Loan Agreement for the present loan.
- g. ensure that no event of default has happened in terms of the Loan Agreement executed/to be executed by the borrower.
- h. The following conditions shall be applicable for all other loans except Home Equity Loans, Non-Residential Premises Loan and Top up Loans:

The Borrower shall:

- (i) pay the own contribution amount (total cost of flat less the loan amount), as specified in the sanction letter.
- (ii) regularly provide HDFC information, including details regarding progress / delay in construction, any major damage to the property, non-payment of taxes and statutory levies and charges , as may be applicable from time to time pertaining to property, etc.
- (iii) ensure that construction being undertaken is as per the approved plan and has satisfied himself/herself that all required approvals for the project have been obtained by the developer (by the seller in case of resale purchase of property)

(iv) satisfy HDFC on the utilisation of the proceeds of any prior disbursements of the loan amount and provided adequate proof of the same.

Page No:

11, Brief Procedure to be followed for Recovery of overdue:

Customers are explained the repayment process of the loan in respect of, tenure, periodicity, amount and mode of repayment of the loan. No notice, reminder or intimation is given to the customer regarding his/her obligation to pay the EMI or PEMI regularly on due date.

On non-payment of Pre-EMI/EMI by the due dates, HDFC shall remind the customers by making telephone calls, sending written intimations by post and electronic medium or by making personal visits by HDFC's authorized personnel at the addresses provided by the customer. Costs of such calls/communication /visits shall be recovered from the customer.

Notwithstanding what is stated herein, it shall be the liability of the customer to ensure that the Pre-EMI/EMIs are regularly paid on the due dates.

Credit information relating to any customer's account is provided to the Credit Information Bureau (India) Limited (CIBIL) or any other licenced bureau on a monthly basis. To avoid any adverse impact on the credit history with CIBIL, it is advised that the customer should ensure timely payment of the amount due on the loan amount.

The recovery process of enforcement of mortgage/securities, including but not limited to, taking possession and sale of the mortgaged property in accordance with the procedure prescribed under the Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 (SARFAESI Act) or under any other law, is followed purely as per the directions laid down under the respective law. Intimation/Reminders/Notice(s) are given to customer prior to initiating steps for recovery of overdues, under the Negotiable Instruments Act, Civil Suit as well as under the SARFAESI Act.

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

13. Customer Services

i) Customer Service Queries including requirement of documents can be addressed to HDFC through the following channels:

Write to us through our website: www.hdfc.com or notify us at:

HDFC Ltd, HDFC House, H T Parekh Marg,165-166, Backbay Reclamation, Churchgate, Mumbai 400 020.

- ii) Visiting hours and the details of person to be contacted for customer service with respect to all branches of HDFC are available at www.hdfc.com.
- iii) Contact HDFC Customer Service Officer at your nearest branch within the working hours as mentioned in the Loan Application form for:
 - a. Photo Copies of documents, which can be provided in 7 working days from date of placing request. Necessary administrative fee shall be applicable.
 - Öriginal documents will be returned within 10 working days from the date of closure of loan. Necessary administrative fee shall be applicable if documents collected beyond due date of release of documents.
 - c. Loan Account statement (time line): Within 3 working days of the receipt of request.

14. 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:

- a) The Borrower can complain to customer care on www.hdfc.com or
- b) Borrower can meet or write to the Business Head for the respective dealing branch
- c) In case the concern remains unresolved beyond a period of 7 days, the Borrower may escalate the matter to the Managing Director at :

The Managing Director,

HDFC Ltd, HDFC House, H T Parekh Marg,165-166, Backbay Reclamation, Churchgate, Mumbai 400 020.

d) In case the Borrower is still not satisfied with the response, the complainant may approach the Complaint Redressal Cell of National Housing HFCs by lodging its complaints in Online mode at the link https://grids.nhbonline.org.in OR in offline mode by post, in prescribed format available at link http://www.nhb.org.in/Grievance-Redressal-System/Lodging-Complaint-Against-HFCs-NHB%E2%80%93

Page No:

Physical-Mode.pdf to Complaint Redressal Cell, Department of Regulation & Supervision, National Housing, 4th Floor, Core 5A, India Habitat Centre, Lodhi Road, ND -110023.

(Signature or thumb impression

of the Borrower/s)

(Signature of the authorized person of HDFC)

Print Date :

23-SEP-15

Rs. 15000000/-

ON DEMAND, WE MR SHARAD KUMAR JAYANTILAL KADAKTA MR RAJESH KUMAR JAYANTILAL KADAKTA

JOINTLY AND SEVERALLY

PROMISE to pay to HOUSING DEVELOPMENT FINANCE

CORPORATION LIMITED, OR ORDER the sum of As. 15000000 only

(Rupees ONE CRORE FIFTY LAKH ONLY)

with interest thereon at 11.80% per annum for value

received.

Place : HYDERABAD

Date : 1/7/15

File No : 615392421

As. 15000000/-

ON DEMAND, WE MR SHARAD KUMAR JAYANTILAL KADAKIA MM RAJESH KUMAR JAYANTILAL KADAKIA

JOINTLY AND SEVERALLY

PHOMISE to pay to HOUSING DEVELOPMENT FINANCE

CORPORATION LIMITED, OR ORDER the sum of Rs. 15000000 only

(Mupees ONE CRORE FIFTY LAKE ONLY)

with interest thereon with effect from _____at

the rate equivalent to the Retail Prime Lending Rate

as may be fixed by HDFC from time to time

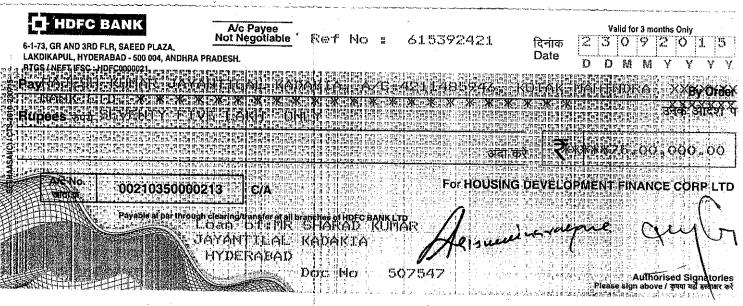
minus 4.75% per annum for value received.

Place : HYDERABAD

Date : //////

File No : 615392421

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