

MOST IMPORTANT TERMS AND
CONDITIONS (MITC)

File No. : _____

Prospect Id : _____

Crosslink Prospect Id (if any) : _____

Branch Name : _____

Customer Name : _____

Address : _____

Registered Office : Worldmark 3, Unit 306A, 3rd floor, Asset Area no. 7,
Hospitality District, Delhi Aerocity,
Near Indira Gandhi International Airport, New Delhi-110037



Toll Free No.: 1800 1203466
(10 am to 6 pm Monday to Saturday)



Whats App No.: 9811 55 7540

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

The Most Important Terms and Conditions (“the MITC”) for the housing loan (“the Loan”) availed by an individual Borrowers (“the Borrower/s”) from AVIOM India Housing Finance Private Limited, a Company incorporated under the Companies Act, 2013 and having its registered office at Worldmark 3, Unit 306A, 3rd floor, Asset Area no. 7, Hospitality District, Delhi Aerocity, Near Indira Gandhi International Airport, New Delhi-110037 hereinafter referred to as “AVIOM” are mentioned below and are to be read and understood in conjunction with the terms contained in the Sanction Letter and the Loan Documents and other transaction documents which shall be executed in reference to the Loan with AVIOM (collectively referred to as the “Finance Documents”).

The MITCs mentioned here are merely indicative and not exhaustive. The Loan shall be governed by the Loan Documents. In the event on a contradiction between of the terms and conditions set out herein and the Loan Documents, the terms and conditions of the Loan Documents shall prevail.

a) Loan

The Loan shall mean housing/non-housing loan as defined under the Loan Agreement. The term of the Loan, its purpose, the applicable rate of interest and the tenure shall be as set out under the Sanction Letter. Please read the Loan Agreement carefully for specific details. The Loan shall be determined on the basis of the credit appraisal of the profile, income and valuation of the Security being offered.

- i. Rate of Interest** - The rate of interest applicable to the Loan shall be Fixed. The interest rate shall remain fixed throughout the tenure of the Loan. The applicable Fixed Rate shall be the prevailing interest rate on the date of disbursement. Notwithstanding anything to the contrary stated hereinabove, the rate of interest is subject to revision in terms of the Loan Agreement and Sanction Letter to be executed by you.
- ii. Tenure** - The Loan tenure shall be fixed at the discretion of AVIOM which shall depend on the age of the Borrower, risk profile, age of the property of the Borrower. The tenure of the Loan may be modified by AVIOM in its sole discretion at any time during the Loan.
- iii. Fee and Other Charges** - The following charges are applicable as on date and are subject to change from time to time as updated on the website www.aviom.in

SCHEDULE OF CHARGES		
ITEM	DESCRIPTION	CHARGES
Applicable Non-Refundable Fees	On Application Inward/Login	Rs 2100 + Applicable Tax
	On Sanction of Application	
	Nagar Palika Patta	LAP - 3.75% + Applicable Tax HL - 2.5% + Applicable Tax
	Gram Panchayat Patta	LAP - 3.75% + Applicable Tax HL - 2.75% + Applicable Tax
	On Disbursement	NIL
	Up to 5 Lacs	Rs 50 + Applicable Tax or charges levied by CERSAI

CERSAI Charges	More than 5 Lacs	Rs 100 + Applicable Tax or charges levied by CERSAI
CERSAI Charges on Foreclosure (removal of Lien)	Satisfaction Charge	NIL/NO CHARGE
Cheque/ACH Bounce		Rs 400 + Applicable Tax
Charges for cash collection of due payment	Will be charged in case of cash collection of due payment	Rs 200 + Applicable Tax
Delayed Payment Penal Interest Charge	% Charges per month compounded daily for the number of days of delayed payment	2.5% per month + Applicable
Pre-closure Statement/request		1000 + applicable tax
Change in Terms of Loan (Except Loan Reduction)		Rs 2500 + Applicable Tax
Legal and Technical Fees		LA upto 3.5 lacs -Rs 3500 (Including Taxes) LA above 3.5 lacs -Rs 5500 (Including Taxes)
Technical Estimation Fees		Rs 500 (including Taxes)
Document Retrieval		Rs 1000 + Applicable Tax
Schedule and Statement of A/C		Rs 500 + Applicable Tax
Duplicate NOC/No dues		Rs 500 + Applicable Tax
Copy of Documents Required		Rs 1000 + Applicable Tax
Charges for List of Documents (LOD)		Rs 1000 + Applicable Tax
Loan Account Maintenance charges (AMC)	ONE TIME PAYABLE UPFRONT AT THE TIME OF SANCTION	Rs 100 per annum or Rs 1000 whichever is higher + Applicable Tax
PRE/ FORECLOSURE* <i>*Foreclosure charges shall be levied on the "Total Outstanding Amount" inclusive of all the Part Payments made by the Borrower during the period of last 12 (Twelve) months from the date of Foreclosure.</i>	Own Sources - LAP (there are no foreclosure charges for HL)	10% + Applicable Tax
	Loan Transfer /Cancellation for both HL and LAP	10% + Applicable Tax
	Cash Collection Charge if paid by Cash	10 per Rs1000 paid in cash + Applicable Tax
Recovery /Legal charges		Actuals
Stamp Duty/Creation of Mortgage	Actuals as applicable in respective states	Actuals

SCHEDULE OF CHARGES

ITEM	DESCRIPTION	CHARGES
Recovery / Payment Follow Up	Per Phone Call	NIL
	Per Letter	Rs 25 + Applicable Tax
	Per Visit	Rs 250 + Applicable Tax
Cheque/PDC/ECS Swapping	PDC to PDC	Rs 750 + Applicable Tax
	PDC to ACH	NIL/NO CHARGE
	ACH to ACH	Rs 750 + Applicable Tax
	ACH to PDC	Rs 750 + Applicable Tax
Disbursement cancellation/ For Eg. On account of deal postponement or any other reason	If request received within 7 Days of disbursement	Rs 1000 + Applicable Tax
	If request received post 7 Days of disbursement	Rs 2000 + Applicable Tax + any Pre-EMI Payable
Duplicate Provisional/ Interest Certificate		Rs 500 + Applicable Tax
Courier		Rs 100 + Applicable Tax
Insurance	Actuals	Actuals
Valuation charges per valuation		Included in Processing Fees
SRO search, ROC search, Non-EC from SRO, Creation of charge at SRO	Actuals	Actuals
Transaction handling in Inward Balance Transfer		NA
Sanction Letter Revalidation Fee	As per the Terms & conditions of Sanction Letter	Rs 5,000/-

b) Security for the Loan

The Security for the Loan would generally be security interest on the property being financed and / or any other collateral / interim security as may be required by AVIOM. The Security shall include guarantee, hypothecation, registration and any other form of security as deemed fit by AVIOM.

The Loan shall be secured by first and exclusive charge on the property offered as collateral security (the details whereof are set out in the Loan Documents) which shall have a clear, marketable and unencumbered title. The Borrower shall produce such original/copy of title deeds, documents, reports as may be required by AVIOM. The Borrower shall bear all the charges payable for the creation of said security and shall take all the steps required for the perfection thereof. The plan for the construction of the Property offered as Security shall be approved by the competent authority and the same shall not be violated by the Borrower or any other person at any point of time during the currency of the Loan.

c) Insurance of the Property/Borrowers

It will be the Borrower's responsibility to ensure that the property offered as security is duly and properly insured against fire and other hazards for an amount specified by AVIOM, during the period of this Loan, with AVIOM as sole beneficiary. The evidence thereof shall be given to AVIOM whenever asked for by AVIOM. Regardless of the amount being specified by AVIOM for the said purpose, the Borrower shall remain absolutely obligated to insure the property for an adequate amount.

The terms & conditions including claims & coverage will be governed by the issuer of such insurance policy. Please note that the role of AVIOM under the insurance policy would be that of a facilitator and the decision to cover and settle any future claim under the policy would solely rest with the insurance company.

d) Conditions for Disbursement of the Loan

The conditions for the disbursement of the Loan shall be mentioned under the Loan Documents in details however, some of the salient and major conditions are mentioned below:

- a. Submission of all relevant documents as mentioned by AVIOM in the Sanction Letter / Loan Documents;
- 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;
- d. Providing adequate utilization proof of the Loan;
- e. Undertaking by the Borrower to regularly provide AVIOM information, including details regarding progress / delay in construction, any major damage to the property, change in employment/ contact details, non-payment of taxes pertaining to property, etc;
- f. The construction is being undertaken as per the approved plans as applicable;
- g. All required approvals for the property have been obtained and are available with the seller in case the property is being purchased in resale.

Repayment of the Loan & Interest

- h. The Loan will be repayable through the Equated Monthly Installments ("EMIs") payable on monthly basis on the due date. The EMIs shall be calculated on the amount actually disbursed which shall be subject to the revision at the discretion of AVIOM. Exact EMIs will be calculated at the time of final disbursement.

- i. Pre-EMI Interest ("PEMII") would be required to be paid, on monthly basis on the due date. It shall be charged from the date of the first disbursements to the date of commencement of EMI in respect of the Loan.
- j. In case of delayed payment, overdue interest for the delayed period will be charged at rates as determined by AVIOM from time to time.
- k. AVIOM shall have the right and sole discretion to revise the EMIs or to revise repayment period or both consequent upon change/revision in interest rate and/or in AVIOM and accordingly fresh set of Post Dated Cheques ("PDCs") shall be deposited and/or irrevocable ECS mandate shall be given by you suo motu for revised EMIs.
- l. Without limiting to the generality of the aforesaid, the Borrower shall provide such number of PDC's as mandated by AVIOM from time to time for the amounts specified by AVIOM towards repayment of the Loan.
- m. Prepayment Charges - Prepayment Charge(s) will be levied in accordance with the guidelines/circulars of National Housing Bank ("NHB"), other regulatory authority(ies) by AVIOM from the information to public at large. "Subject to the guidelines/circulars of NHB & other regulatory authority(ies), terms contained herein and/ or under the Loan Documents, the Borrower may prepay or partly prepay (with applicable charges) the Loan provided an advance thirty (30) working days clear written notice is given to AVIOM for the same. Thirty (30) days will be counted from the actual date of the receipt of the notice by AVIOM.

e) The annual outstanding on the Loan will be issued on June 30th every year.

f) Brief indicative procedure to be followed for recovery of the 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 AVIOM shall become payable forthwith and AVIOM reserves the right to undertake such necessary processes/measures to enforce its rights under the Loan Documents including but not limited to charging Overdue Charges for the delayed payment, recovery of over dues by enforcing the Security including the entire expense on recovery proceedings in accordance with the remedy available under the Law. The actual procedure shall be determined by AVIOM depending upon the circumstances of each case.

g) Customer Service

- a. Visiting hours at the Office - 10:00 AM to 6:00 PM (Monday to Saturday). AVIOM India Housing Finance Private Limited Office remains closed on Sunday.
- b. Details of the Persons to be contacted for Customer Service- Relationship Officer
- c. Procedure to obtain the following including timeline therefore:

Loan Account Statement*- Within 7 working days.

Photocopy of the title documents*- Within 15 working days.

Return of Original document on closure of the loan*- Within 15 working days.

Foreclosure Letter*- within 10 working days

*Borrower can obtain these services from Relationship Officer at the Company's Branch Office by providing Loan Account Number and Identity Proof. Alternatively, the Borrower can write to us at customercare@aviom.in

Note: The turnaround time for each of the service request is subject to change at the Company's discretion.

h) Grievance Redressal

Level 1

The customer may post his/ her complaint to the branch office or write to us under 'Customer Care' section of our website, i.e., www.aviom.in or customercare@aviom.in or at connect@aviom.in.

Level 2

If the customer is not satisfied with the resolution provided by the Customer Care, he/she may post their complaint to The Grievance Redressal Officer at shashi.chandra@aviom.in.

Level 3

If the customer is not satisfied with the resolution provided by the Grievance Redressal Officer, he/she may post their complaint to Compliance/nodal officer at Divyani.chand@aviom.in

Level 4

If the customer is not satisfied with the resolution provided by the Compliance/nodal officer, he/she may post their complaint to Ombudsman at Satish.bansal@aviom.in

Alternatively, the customers may write to The Grievance Redressal Officer at: -

AVIOM India Housing Finance Private Limited,

Worldmark 3, Unit 306A, 3rd floor, Asset Area no. 7,
Hospitality District, Delhi Aerocity,
Near Indira Gandhi International Airport, New Delhi-110037

Note: - Please mention 'Grievance Redressal' on the top of the envelope.

Level 5

In case of non-addressal of the complaint to the customer's satisfaction, within a reasonable period from the above quarters, the customer may approach National Housing Bank 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
<https://grids.nhbonline.org.in/>
www.nhb.org.in

The above terms and conditions have been read by the Borrower/s / read over to the Borrower/s and have been understood by the Borrower/s. The Borrower/s has received a copy of the MITC

and has appended his signatures / thumb impression to this document of his free consent and in sound state of mind after understanding the terms and conditions mentioned herein, under the Loan Documents and the Sanction Letter.

Signature of the Borrower(s)

Signature of the Authorized Person of AVIOM India Housing Finance Private Limited