SBFC FINANCE LIMITED

MOST IMPORTANT TERMS AND CONDITIONS (MITC) (Co-Origination)

Pursuant to the terms and conditions agreed to between ICICI Bank Ltd & SBFC Finance Ltd (hereinafter referred as "ICICI" & "SBFC" respectively) and the Borrower ("The Borrower" or "The Customer") as detailed in the sanction letter, Facility Agreement and or any other documents, if any, (collectively referred to as the "Loan Documents"), the key Terms and Conditions are mentioned in this MITC.

The MITC must be read in conjunction with the terms and conditions of the Loan documents. The loan availed by the Borrower shall be governed by the Loan Documents. In the event of any conflict between the MITC set out herein and the Loan Documents, the terms and conditions of the Loan Documents shall prevail. The scan copy of the Loan Agreement can be accessed on customer portal through SBFC website (www.sbfc.com) or alternatively on SBFC mobile application by using registered mobile number mentioned on loan application followed by OTP.

Borrower Details:

Sr No	Borrower Type	Name		
1	Application			
2	Co-Applicant 1			
3	Co-Applicant 2			
4	Co-Applicant 3			
5	Co-Applicant 4			
oan Type: Loan Against Property Home Loan				
Consent for Receiving communication on WhatsApp:				
I/We hereby agree to receive all communication through WhatsApp on mobile no mentioned on Loan application.				
1 Loop Tormer				

1. Loan Terms:

Loan Terms i.e., Loan Amount, Rate of Interest, EMI (Equated Monthly Installment) and Loan Tenure would be as detailed in Loan Documents.

2. Terms applicable for loan Originated under Co-Origination agreement:

- a) The foresaid loan has been approved under Co-Origination arrangement with ICICI which is in accordance with the guideline RBI/2018-19/49 FIDD.CO.Plan.BC.08/04.09.01/2018-19 titled "Co-origination of loans by banks and non- banking finance company for lending to priority sector" dated September 21, 2018, issued by Reserve Bank of India ("RBI"), scheduled commercial banks are now allowed to co- originate loans with non-deposit taking systemically important non-banking finance company ("NBFC-ND-SI") ("Circular").
- b) As per the terms of Co-origination with ICICI, 80% of the loan would be funded by ICICI & balance 20% would be funded by SBFC.

- c) The rate of interest for the loan funded under Co-origination agreement is linked to RBI Repo Rate and hence any change in Repo Rate initiated by RBI will have a direct impact on the effective rate of Interest on the loan
- d) Servicing of the entire loan i.e. presentation of EMI, Collection process, loan foreclosure, handover of property papers and issuance of statements related to loan and attending to service request would be managed by SBFC Finance Ltd as per the Co-Origination terms.
- e) As per the Co-origination guideline, CIBIL reporting is done by ICICI & SBFC in proportion to the loans funded by respective entities as mentioned in point 2(b).
- f) All charge creation with local sub registrar and with CERSAI Authority would be done by SBFC Finance ltd.
- g) Reporting of KYC data with CERSAI for CKYC would be initiated by SBFC Finance Ltd.
- h) On loan foreclosure, final NOC would be issued by SBFC Finance ltd, no separate NOC would be issued by ICICI

3. Brief procedure to be followed for Recovery of over dues

- In case of non-payment of dues by the customer, SBFC shall have right to initiate legal action against
 the Borrower in accordance with provisions of the loan agreement and applicable laws. Before
 initiating any such legal action, SBFC shall send notice to the applicant / Borrower as required under
 applicable laws.
- 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 Securitization and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 (SARFAESI Act) or under any other law, is followed purely under the directions laid down under the respective law. Intimations / Reminders/ Notices(s) are given to customer/s prior to initiating appropriate legal steps for recovery of over dues, by the various legal tools like Negotiable Instruments Act, Civil Suit, SARFAESI Act etc.

4. Fair Practice code:

Fair Practice code of the company can be referred online in link provided below. https://www.sbfc.com/fair-practice-code

5. Customer Service:

Email ID	customercare@sbfc.com
Contact Centre Number	022-68313333
Contact Centre Timing	Monday to Friday: 9.30 am to 6 pm
	Saturday: 9.30 am to 3 pm
	Closed on all Sundays & Public Holidays.
Branch Visiting Hours	Monday to Friday: 10 am to 5.30 pm
	Saturday: 10 am to 3 pm
	Closed on all Sundays & Public Holidays.

6. Grievance Redressal Mechanism:

Level 1	We are committed to resolving customer queries / issues within 15 working days. Customer can address their queries / issues by writing on customercare@sbfc.com or call on our call center no 022-68313333
Level 2	Incase customer is not happy with the resolution provided at level 1, customer may post his / her complaint to the head of customer service on servicehead@sbfc.com

Level 3	Incase customer is further not satisfied with the resolution provided at Level 1 and Level		
	2, the customer may post his / her complaint on management.sbfc@sbfc.com .		

7. Loan Foreclosure & Property paper dispatch process:

- 1. Loan foreclosure payments will be accepted only at SBFC Branch, customer needs to deposit the foreclosure amount as per valid foreclosure letter issued by SBFC.
- 2. Foreclosure letter would be issued by SBFC in 21 days from the date of request.
- 3. Foreclosure payments are accepted at SBFC Branches throughout the month except for the period between 24th of current month to 2nd of subsequent month (both days inclusive)
- 4. Foreclosure on system would be affected only post receipt of credit in SBFC Bank Account.
- 5. Property paper documents would be returned to customer within 30 working days from the date of closure of the loan.
- 6. The Customer and all owners to the Property needs to visit designated SBFC Branch along with Valid KYC for collection of property papers post closure of the loan.
- 7. Property papers would be made available at the Sourcing Branch / Sales office only incase of closure of Branch / Sales office; documents would be made available at the nearest Branch / sales office of the company.
- 8. Incase of borrower's demise, please refer to the policy for handover of property papers to legal heir on www.sbfc.com
- 9. Customers will be intimated about dispatch of property papers from our central storage house in Gurgaon on their registered Mobile no. The customer needs to ensure mobile no is updated in records incase there is any change.

8. Schedule of Charges:

The Fees/Charges as mentioned below are subject to change at the sole discretion of SBFC Finance Ltd. Any change in below listed Fees /Charges would be done by way of prior communication in modes defined in Sanction letter & facility agreement and also Borrower can refer MITC uploaded on company website for the updated list of charges.

Sr	Particulars	Details
1	Penal Interest	3% Monthly in addition to applicable interest on all Over dues EMI
2	Amount	Amount chargeable as interest from the date of disbursement of loans in terms of the agreement till the date of commencement of first repayment date for payment of EMI. This amount would be upfront deducted from the Loan amount.
3	Foreclosure charges (Applicable for loans where ROI type is fixed or where Entity is the main borrower or where loan is extended for Business Use)	 4% on amount prepaid and on all amounts tendered by the Borrower towards Prepayment of the Facility during the last one year from the date of final prepayment. Foreclosure charges are not applicable for home loans extended to individual borrowers under Floating rate
4	Part Pre-payment charges (Applicable for loans where ROI type is fixed or where Entity is the main borrower or where loan is extended for Business Use)	Partial Prepayments are allowed within range of 10% to 25%
5	Cheque Bounce charges	Rs. 1000/- per bonce per month

6	PDC Swapping Charges	Rs 1000/- per swapping	
7	Hardcopy of Statement of Account	Rs 500/- per statement	
8	Hard copy of Repayment Schedule	Rs 500/- per statement	
9	Fees for photocopy of property documents	1000/-	
10	Document retrieval charges on closed loan	A charge of Rs 1000 + GST is applicable if document is not collected from SBFC Branch within 21 days from the date of intimation for collection of property papers. On crossing 30 days, SBFC as per the process will send back the documents to Storage and subsequent retrieval would be done basis request from customer and same would be made available within 30 days from the time of raising fresh request	
11	Hardcopy of Balance Outstanding Letter/ Foreclosure letter	Rs 500/-	
12	Switch Fee (Applicable on Floating rate loans)	Fee StructureUp to Rs 25 LacsRs 2500/-25 Lacs & AboveRs 5000/-	
13	Switch Fee for Switching rate Type from Floating to Fixed and Vice versa		
13	Legal, Collection and Incidental Charges		
14		As per applicable laws. Stamp Duty amount for execution of Loan agreement would be either deducted from Loan amount or collected upfront by our Authorized sales representative	
15	CERSAI / CIBIL / ROC charges	As applicable	
16	Processing Fees	As per Sanction Letter	
17	Fees for Hard Copy of NOC	Rs 500/-	

Please note, GST on all above charges would be levied as applicable

9. Insurance of the Property / Borrowers:

SBFC has explained terms and condition of Insurance to the Borrower to his / her satisfaction if the Borrower has shown intent to avail the insurance cover. SBFC holds no warranty and does not make any representation about the insurance product, the underlying terms and conditions and / or benefits of the insurance product, the manner of processing the claims by the insurance company. Further SBFC would not be responsible for acceptance or rejection of the request for insurance policy and or claims.

10. Rate Revision Process:

Incase of revision of rate of interest on loans linked to RBI Repo Rate, customer would be intimated via SMS on registered mobile no.

As part of the Re-pricing process customer will have following options:

• Impact of ROI increase to be either passed by increasing EMI with no change in tenure

OR

• Opt for part increase in EMI and Tenor (This option would be given only to customer who are found eligible for Tenor increase as per SBFC internal policy guidelines)

OR

• Opt to switch the loan to fixed rate of interest

Illustration for impact of rate reset on Tenure / EMI:

Particulars	Existing	Change in Tenure (keeping EMI constant)	Change in EMI (keeping Tenure constant)	Change in EMI & Tenure (both)
Rate of Interest	17.00%	17.50%	17.50%	17.50%
Loan Amount (Rs.)	15,00,000	15,00,000	15,00,000	15,00,000
Tenure (in months)	120	127	120	123
EMI Amount (Rs.)	26070	26070	26547	26370

^{**}Please note: Rate, tenure and loan amount mentioned above is only for the purpose of illustration.

11. Process for EMI Increase:

All existing customers where Tenor has been impacted on account of ROI revision, the customer can visit our website www.sbfc.com and login to customer portal using registered mobile no followed by OTP and click on loan reschedulement Option and place the request for increase in EMI or alternatively send a written request on our customer service ID customercare@sbfc.com for increasing the EMI and reducing the tenure accordingly, on receipt of request, SBFC customer service team will reach out on customers registered mobile no within 7 days' time and understand the requirement prior to execution on system. Incase customer is not reachable on registered mobile, customer would be intimated accordingly on email shared on portal.

Please note the following important points:

- No EMI should be overdue on the date of raising the request for increasing the EMI.
- Request for Change in EMI will be reviewed by the company and incase required, customer may be asked to share documents related to income to substantiate the increase in EMI.
- Once EMI change is affected in the system same cannot be reversed to the original EMI and no subsequent increase in tenure would be allowed over the life term of the loan.
- Max increase in EMI will be restricted to the extent of tenure change effected on loan on account of repricing i.e., if the loan tenure has increased by 48 months because of repricing then resultant reduction in tenure on account of EMI increase cannot be beyond 48 months.

12. Process for Changing Interest rate Type from Floating to Fixed:

- All existing customers can opt to change Interest rate Type from Floating to Fixed, the customer can
 visit our website <u>www.sbfc.com</u> and login to customer portal using registered mobile no followed by
 OTP and click on loan reschedulement Option and select the appropriate option.
- Rate Of Interest on Fixed loan would be 2% higher than the effective floating rate of interest on the loan. Customer would need to pay 1% of Principal Outstanding as Switch fee in order to switch over the Fixed rate of interest.
- On receipt of request, SBFC customer service team will reach out on customers registered mobile no

within 7 days' time, to explain the process as well as share the bank details / link for payment of Switch Fee. Incase customer is not reachable on registered mobile no; customer would be intimated accordingly on email shared on portal.

• Changes would be affected on system within 7 days of receipt of Switch Fee.

13. Process for Part Payment:

Customers can make the part payment on SBFC Virtual A/c, which will be shared by our service team as and when required. Incase the effect of part payment needs to be passed on Loan EMI by reducing the Tenor then customer would need to visit the company website www.sbfc.com and login to customer portal using registered mobile no followed by OTP and click on Part Payment declaration select the appropriate Option. Incase no request is raised default impact would be given on Loan tenure i.e., Loan tenure would be reduced to the extent of part payment amount by keeping the EMI unchanged.

Please ensure to raise the request on customer portal within 24 hours of making part payment.

14. Welcome Letter:

In order to ensure better transparency in the loan disbursement process, welcome letter along with the repayment schedule is digitally sent on registered mobile no within 3 hours of loan booking. Incase of any disagreement in the loan terms customer can lodge a complaint by sending mail to customercare@sbfc.com

15. Customer Portal / Mobile App:

The customer portal / Mobile App is enabled within 24 hours of loan account being created in SBFC system. The customer portal can be accessed by visiting our website – www.sbfc.com. The user ID for login is your registered mobile no mentioned on loan application and the password is the OTP that is triggered on your registered mobile no as soon as the same is entered on the portal. SBFC Finance Ltd mobile app can be downloaded from either apple playstore or Goolge play.

Following are the self-service options available on Mobile App / Customer portal:

- > Download statement of account which gives the details of sanctioned loan amount, balance loan tenure, Principal Outstanding, EMI's paid till date and current annualized rate of Interest.
- Download loan agreement & Certificate of Insurance (Both documents would be available on Portal within 45 days of loan disbursement)
- ➤ Make payments towards overdue EMI
- Place request for increasing EMI
- Place request for passing impact of part payment on EMI post part payment is done

16. Disclosure:

SBFC 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 require from time to time without any notice to the applicant. The most Important Terms and Conditions mentioned above are an indicative list of terms and conditions of our loan products. These 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 and/or sanction letter.

It is hereby agreed that for detail terms and conditions of the Loan, the parties hereto shall refer to andrely upon the loan and other security documents executed / to be executed.

The above terms and conditions mentioned in Page no 1 to 7 have been read by the borrower/s / read over to the borrower/s by authorized representative of the Company and have been understood by the borrower /s.

I/We acknowledge that duplicate copy of MITC has been provided to me / us.

Place:

Borrower (2) Co-borrower (3)

Co-borrower (4) Co-borrower (5)

Date: