



MOST IMPORTANT TERMS AND CONDITIONS (MITC)



Regd. Office: 9th Floor, Antriksh Bhawan, 22 Kasturba Gandhi Marg, New Delhi - 110001

CIN: L65922DL1988PLC033856











MOST IMPORTANT TERMS AND CONDITIONS (MITC)

The Most Important Terms and Conditions (“**the MITC**”) for the loan (“**the Loan**”) agreed between the borrowers as detailed in Annexure A [“**the Borrower(s)**”] from PNB Housing Finance Limited, a Company incorporated under the Companies Act, 1956, with corporate identity number L65922DL1988PLC033856 and having its registered office at 9th Floor, Antriksh Bhawan, 22 Kasturba Gandhi Marg, New Delhi - 110001, (“**PNBHFL**”) are mentioned below and are to be read and understood in conjunction with the terms contained in the Sanction Letter, details of which are more particularly mentioned in Annexure A (“**Sanction Letter**”), Disbursement Letter, details of which are more particularly mentioned in Annexure A (“**Disbursement Letter**”), GTC*¹ and other loan documents which shall be executed in reference to the Loan with PNBHFL (collectively referred to as the “**Loan Documents**”).

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

Capitalized terms shall have the meaning ascribed thereto in the GTC.

A) LOAN

The Loan shall mean the loan as defined under the Loan Documents. The term of the Loan, its purpose, the applicable rate of interest, and shall be as set out under the Disbursement Letter. Please read the Disbursement Letter 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.

The Borrower(s) shall have the right to seek disbursement under the Loan during the Availability Period only. If the Borrower(s) does not fully draw down the funds during the Availability Period, PNBHFL may vary the terms of the Disbursement Letter.

Rate of Interest - The rate of interest applicable to the Loan shall be Fixed/ Floating/Fixed to Floating Rate of Interest.

- a) Fixed Rate - In the event the Borrower(s) have opted for a Fixed Rate of interest, 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.
- b) Floating Rate - In the event the Borrower(s) have opted for the Floating Rate of interest, the Borrower(s) shall be liable to pay the interest at the Floating Rate +/- the margin (in terms of %). The Floating rate of interest shall be based on PNBHFR as decided by PNBHFL from time to time. “PNBHFR” shall mean the applicable reference rate of interest as on the reset date and reset time frequency as decided by PNBHFL from time to time based on the customer and product type, prevailing market conditions and guidelines of any statutory authority and/or as per the internal policy of PNBHFL. Any change in PNBHFR shall be notified by PNBHFL through its website or account statements or its branches or any such medium as PNBHFL may consider appropriate.
- c) Fixed & Floating Rate – In the event you have opted for Fixed & Floating rate of interest, the Borrower(s) shall be liable to pay the Fixed Rate of interest for an initial period in the manner indicated under Clause (a) above and after the said initial period at the Floating Rate in the manner as indicates under Clause (b) above.
- d) At the sole discretion of PNBHFL, the Borrower(s) shall have an option to convert from Fixed Rate of Interest scheme to a Floating Rate of Interest scheme or vice versa, post payment of applicable switch charges on the principal outstanding and taxes as applicable at the time of exercising this option.

¹ This General Terms and Conditions (“**GTC**”) is registered with the office of Sub-Registrar VII at New Delhi/Delhi, on 24th June, 2022 having Registration Number 392 in Book No. 4, Vol. No. 1733 on Page Number 63 to 106 and is in furtherance to the GTC which is registered at the office of Sub-Registrar VII at New Delhi/Delhi, on August 03, 2021 having Registration Number 294 in Book no 4, Vol. No. 1708 on Page Number 114 to 157 and also at the office of Sub- Registrar V A, Haus Khaz at New Delhi/ Delhi, on May 03, 2019 having Registration Number 867 in Book No. 4, Vol. No. 463 on Page Number 98 to 151 and also at the office of Sub-Registrar VII at Delhi/New Delhi, on December 09, 2016 having Registration Number 979 in Book no 4, Vol. No. 1614 on Page Number 57 to 103 and also at the office of Sub-Registrar at Karnal, Haryana on December 04, 2014 as Document Number 9326 under Book I, Vol. No. 534 at Page Number 82.



- e) Notwithstanding anything to the contrary stated hereinabove, the rate of interest is subject to revision in terms of the Disbursement Letter to be executed by the Borrower(s) and the same shall be communicated to the Borrower(s) through Letter, E-mail, and SMS shall be displayed on the PNBHFL website.

Interest on the Loan will begin to accrue in favor of PNBHFL from the date of the handover of the cheque or from the date of RTGS, NEFT, pay order / demand draft/ banker's cheque, postal order as the case may be, irrespective of the time taken in transit/collection/realization of the disbursed amount by the Borrower(s) or the payee.

PNBHFL shall have the right, at its sole discretion, to reset/revise the Interest Rate, at any time, on account of changes in , prevalent market practice, money market changes, downgrade of credit rating of the Borrower(s), reserve requirements, provisioning norms, changes in PNBHFR/Margin or the extant guidelines of PNBHFL or changes in the NHB/ RBI norms or any other applicable Law.

It is hereby clarified that PNBHFL may exercise its aforesaid right to reset/revise the Interest Rate, any number of times, as PNBHFL may deem fit, until the repayment of the entire Amounts Due, as per PNBHFL's satisfaction. Changes in the interest rates shall be effected only prospectively.

Notwithstanding anything to the contrary stated hereinabove, the rate of interest is subject to revision in terms of the Disbursement Letter to be executed by you and the same shall be communicated to you through Letter/ E-mail/ SMS/ whatsapp or shall be displayed on the PNBHFL website.

B) TENURE

The Loan tenure shall be fixed at the discretion of PNBHFL which shall depend on the age of the Borrower(s), risk profile, age of the Property and the specific product/ program opted by the Borrower(s). The tenure of the Loan may be modified by PNBHFL in its sole discretion at any time during the Loan.

C) FEE AND OTHER CHARGES

For details of the various fees and charges applicable, please refer our website > Customer Service section. The fee / charges are subject to change at the PNBHFL's discretion. The Borrower(s) is requested to refer latest schedule of charges updated under "Fair Practice Code" section of the PNBHFL's website, i.e., www.pnbhousing.com, or at the customer notice board of PNBHFL's branch office at the time of availing the services.

Version 25.0.0 Effective from 1st April, 2023		
SCHEDULE OF CHARGES AND APPLICABLE TAXES FOR RETAIL LOANS		
CHARGE TYPE	HOME LOAN (INR)	NON-HOME LOAN (INR)
Processing Fee*	1% of the loan applied for + GST	2% of the loan applied for + GST
Legal Fee (for loan appraisal)	As per actual	
Part or Full Prepayment of loan (on Floating Rate of Interest) **	a. NIL- In case property is in the name of Individual; b. In case property is name of Non-Individual entity, it will be considered as business purpose loan and a charge of 2% of Principal paid + GST will be applicable	a. NIL- In case property is in the name of Individual & loan is not a Non-Housing / Business purpose loan b. 3% of principal prepaid+GST - If property is in the name of Individual & Purpose is non housing/business c. In case property is name of non-individual entity, it will be considered as business purpose loan and a charge of 3% of principal paid+GST will be applicable
Part or Full Prepayment of loan (on Fixed Rate of Interest) **	a. NIL - In case property is in the name of Individual and Payment is made from own sources ; b. In case property is in name of Individual and payment is made by/from third party, charge of 3% of principal prepaid + GST will be applicable; c. In case property is name of Non-Individual entity, it will be considered as business purpose loan and a charge of 3% of principal prepaid + GST will be applicable;	3% - of Principal Pre-paid + GST
Cheque/NACH Mandate Form Return (Bounce Charges)	a. Rs 750/- + GST (1st Bounce) b. Rs 1000/- + GST (2nd Bounce - Same Instrument Representation)	
OVERDUE CHARGES	24% p.a on unpaid EMI for delayed period	
Legal Recovery Fees	Actuals	Actuals
Statement of Account	a. Soft copy of Statement can be downloaded free of cost from web/mobile portal b. Rs 500/- + GST will be charged if adhoc request received at Branch/on e-mail	
Repayment Schedule Fee	a. Soft copy of repayment schedule can be downloaded free of cost from web/mobile portal; b. Rs 500/- + GST will be charged, if adhoc request received at Branch/ on E-Mail;	
List of Documents Fee	a. Nil, If requested within initial 6 months of 1st disbursement ;	
Loan Pre-closure statement	Rs 750/- + GST	Rs 750/- + GST
Provisional Interest Certificate (for Income tax) for current financial year	a) 2 Provisional & 1 Final Interest will be sent through e-mail every year, free of cost ; b) Any request received over and above will be charged at Rs 500/- + GST per instance; c) No charge for self-download from Website / Portal / IVR;	
Final Interest Paid Certificate (for Income tax) for previous financial year		
Copy of Property Documents		
Swap of Repayment Instructions	Free, if moving from PDC mode to NACH mode;	



ROI Change - Fixed to Floating	3% of POS + GST	3% of POS + GST
ROI Change - Floating to Floating (reduction in rate)	0.5% of POS + GST	1% of POS + GST
ROI Change - Fixed/Floating to Fixed	<i>Conversion to "fixed" rate of interest is not available</i>	
Swap of Property Fee	Rs 25000/- + GST	Rs 25000/- + GST
Fee for EMI payment in cash/ single cheque	Rs 1000/- + GST	Rs 1000/- + GST
Custody Charges (for property documents not taken back after maturity/foreclosure of loan)	Rs 1000/- + GST p.m (after 1 months of Loan closure / maturity)	
Original Property Documents retrieval on request	Rs 1000/- + GST	Rs 1000/- + GST
Charges for release of documents on loan closure	Nil - For delivery after 15 working days of loan closure ;	
CERSAI Fees as per the rules of CERSAI for loans disbursed after January 31, 2016	Rs 100/- + GST	
CERSAI Fees as per the rules of CERSAI for loans disbursed prior to January 31, 2016	Rs 500/- + GST	
CERSAI Validation Fees	Rs 50/- + GST	
MODT/Registration of Charge-Creation/Cancellation	Rs 500/- + GST	
ROC charge creation/cancellation	NA	Rs 500 + GST
Title Search Fees	As per actual	As per actual
*1) Minimum Processing Fee is INR 10,000 + Applicable Taxes. The entire fee has to be paid in full at the time of making a loan application. In case a loan application is not approved, then PNB Housing Finance Ltd will retain processing fee for -		
**2) For a payment to be considered and applied as part payment of loan.		
3) "Residential Plot Loan" is considered as "Non-Home Loan" till the time residential building, with all necessary regulatory approvals, is constructed on it.		
4) The effect of reschedulement in loan account, i.e., part prepayment or rate of interest conversion, shall be given in the next installment cycle as per the mutually agreed terms and conditions.		
5) Customers are requested not to make any payment to third parties for services.		
6) Part/Full pre-payment requests can be accepted from Monday to Friday, between 06th to 22nd of the month (both days inclusive). Customers are requested to schedule their plans for part payment (if any) accordingly.		



SCHEDULE OF CHARGES AND APPLICABLE TAXES FOR DEPOSITS		
Particulars	Deposit by Individual	Deposit by Non-Individual
Minimum lock in period of 3 months	Pre-matured withdrawal is not permissible within 3 months.	Pre-matured withdrawal is not permissible within 3 months.
Pre-matured withdrawal after 3 months but before 6 months	Interest payable @ 4% per annum for the period for which deposit has run.	No interest is payable.
Pre-matured withdrawal after 6 months but before the date of maturity	Interest payable 1% lower than the interest rate applicable for the period for which the deposit has run.	
Pre-matured withdrawal	In case of premature withdrawal, the excess brokerage (total brokerage paid minus the brokerage for the period which the deposit has actually run) will be recovered from the customer.	

Note: The aforesaid fees/charges are subject to change at the Company's discretion.

Disclaimer: The information contained in this document is subject to change due to statutory/policies/internal/factual update, without any prior notice. We have made reasonable efforts to include accurate and up-to-date information in the document. You may refer to our website www.pnbhousing.com for further details. Any direct or indirect liability of the Company in respect of the contents, or any omission in the document, is expressly excluded.

D) CANCELLATION

Notwithstanding anything contained herein, PNBHFL shall have the unconditional right to cancel/modify the undrawn/unavailed/unused portion of the Loan at any time, without any prior notice to the Borrower(s), for any reason whatsoever including in case of its classification as a non-performing asset or on account of non-compliance with the terms of Disbursement Letter and Loan Documents. In the event of such cancellation, all the provisions of the Loan Documents shall continue to be effective and valid for the already drawn and outstanding portion of the Loan, and the Borrower(s) shall repay the Amounts Due duly and punctually.

E) SECURITY FOR THE LOAN

- i. 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 PNBHFL. The Security may, *inter alia*, include guarantee, hypothecation, mortgage, pledge and any other form of security as deemed fit by PNBHFL.
- ii. The Loan shall be secured by first and exclusive charge in favour of PNBHFL 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(s) shall produce such original/copy of title deeds, documents, reports as may be required by PNBHFL. The Borrower(s) shall bear all the charges payable for the creation of said security and shall take all the steps required for the perfection thereof, as may be required by PNBHFL. 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(s) or any other person at any point of time during the currency of the Loan.
- iii. The Borrower(s)/Security Provider shall cause the charges created under the Loan Documents to be registered with the Registrar of Companies in accordance with the Companies Act, 2013 (if required) and rules framed thereunder, CERSAI or under such other applicable Law as may be applicable, within the prescribed time and furnish the certificate of registration to PNBHFL.
- iv. The Borrower(s)/Security Provider shall, if required, provide additional security to secure the Loan acceptable to PNBHFL which shall be clear, marketable, unencumbered and non-agricultural property up to Security Cover as specified under the Loan Documents or by PNBHFL at their sole discretion.
- v. The Borrower(s) acknowledges, agrees and confirms that in case Security, rights and title purported to be created thereby are jeopardized or endangered in any manner whatsoever, the same shall not result in automatic release of charge by way of mortgage over the Property. The



Borrower(s) agrees and undertakes that in case of any such eventuality (as described above), the Borrower(s) shall provide replacement security of equivalent value to that of the Property to secure the Loan.

F) INSURANCE OF THE PROPERTY/BORROWER(S)

It will be the Borrower(s) responsibility to ensure that the Property offered as Security is duly and properly insured against fire, flood, earthquake and other hazards for an amount specified by PNBHFL, during the period of this Loan, with PNBHFL as sole beneficiary. The evidence thereof shall be given to PNBHFL every year and/or whenever asked for by PNBHFL. Regardless of the amount being specified by PNBHFL for the said purpose, the Borrower(s) shall remain absolutely obligated to insure the property for an adequate amount.

The terms & conditions including claims and coverage will be governed by the issuer of such insurance policy. Please note that the role of PNBHFL 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. Insurance is the subject matter of solicitation.

G) 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:

- i. Submission of all relevant documents as mentioned by PNBHFL in the Sanction Letter / any other Loan Documents ;
- ii. Legal & Technical Assessment of the Property ;
- iii. Payment of own contribution by the Borrower(s) (total cost of Property less the Loan Amount), as specified in the Sanction Letter ;
- iv. Providing adequate utilization proof of the Loan (in case of subsequent disbursement of the Loan) ;
- v. Undertaking by the Borrower(s) to regularly provide PNBHFL, all the 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 ;
- vi. The construction of the Property is being undertaken as per the approved plans ;
- vii. The Borrower(s) has satisfied himself/herself that required approvals for the project (where the Property is situated) have been obtained by the developer ;
- viii. All required approvals for the Property have been obtained and are available with the seller in case the Property is being purchased in resale;
- ix. The Borrower(s) shall have taken all necessary corporate action and obtained all clearances (including corporate resolutions passed by its board of directors and the shareholders of the Borrower(s)/authorizations and resolutions from the board of trustees/authorization resolutions from board of limited liability partnerships/letter of authority from the partnership firms/letter of authority/power of attorney from coparceners of HUF for availment of the Loan and creation of Security, including pledge, third party mortgage or hypothecation as applicable, with respect to the execution of the relevant Loan Documents, transactions contemplated thereby and performance thereof. The Borrower(s) shall have delivered to PNBHFL certified true copies of such clearances/authorizations;
- x. [The Borrower(s), PNBHFL and escrow agent to enter into an escrow agreement or any other document(s) or agreement(s), as may be specified by PNBHFL, for depositing Receivables into the LRD Escrow Account, facilitating Disbursement and Repayment of the Amounts Due including creation of lien/charge on the Escrow Account and in case of a Company recording of such charge]² ;

² Applicable for Lease Rental Discounting (LRD) cases.



- xi. The Borrower(s) shall have executed and delivered bond or a demand promissory note, PDCs, Security Documents, evidence of compliance under applicable laws, evidence of insurance cover in favour of PNBHFL for the amount of Loan.

H) INSPECTION:

PNBHFL will have the right to inspect, at all reasonable times, the Property by an officer of the PNBHFL, from time to time during the tenure of the Loan.

I) REPAYMENT OF THE LOAN & INTEREST

- i. The Loan will be repayable through the Equated Monthly Installments (“**EMIs**”) payable on monthly basis on the Due Date mentioned in the Disbursement Letter. The EMIs shall be calculated on the amount actually disbursed which shall be subject to the revision at the discretion of PNBHFL. Exact EMIs will be calculated at the time of final Disbursement.
- ii. Pre-EMI Interest (“**PEMII**”) would be required to be paid, on monthly basis on the Due Date mentioned in the Disbursement Letter and shall be calculated on an annual rate of Interest. It shall be charged from the date of the first disbursement to the date of commencement of EMI in respect of the Loan.
- iii. The Borrower(s) shall pay to PNBHFL (a) every EMI on the Due Dates from its commencement; and/or (b) PEMII on the Disbursement made, on the respective Due Dates, until the commencement of EMI. PEMII/EMI shall be payable by the Borrower(s) on such dates as indicated in the Disbursement Letter. In case such day is not a Business Day, then PEMII/EMI shall be payable by the Borrower(s) on the preceding Business Day.
- iv. **In case of delayed payment, overdue charges for the delayed period will be charged at rates as determined by PNBHFL from time to time.**
- v. PNBHFL 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 PNBHFR and accordingly fresh set of Post Dated Cheques (“**PDCs**”) shall be deposited and/or irrevocable NACH mandate shall be given by the Borrower(s) suo motu for revised EMIs.
- vi. Without limiting to the generality of the aforesaid, the Borrower(s) shall provide such number of PDCs as mandated by PNBHFL from time to time for the amounts specified by PNBHFL towards repayment of the Loan.

J) PREPAYMENT CHARGES

Prepayment Charge(s) will be levied in accordance with the guidelines/circulars of National Housing Bank (“**NHB**”), other regulatory authority(ies) by PNBHFL as updated on its website, from time to time, for information to public at large and as provided herein. “Subject to the guidelines/circulars of NHB & other regulatory authority(ies), terms contained herein and/ or under the Loan Documents, the Borrower(s) may prepay or partly prepay the Loan provided an advance thirty (30) working days clear written notice is given to PNBHFL for the same. Thirty (30) days will be counted from the actual date of the receipt of the notice by PNBHFL.

K) THE ANNUAL OUTSTANDING ON THE LOAN WILL BE ISSUED ON APRIL 30 EVERY YEAR.

L) BRIEF INDICATIVE PROCEDURE TO BE FOLLOWED FOR RECOVERY OF THE OVERDUES

On occurrence of any Event of Default as mentioned in the GTC (“**Event of Default**”), all outstanding Amounts Due payable by the Borrower(s) to PNBHFL shall become payable forthwith and PNBHFL 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 overdues by enforcing the Security in accordance with the remedy available under the Law. The actual procedure shall be determined by PNBHFL depending upon the circumstances of each case.

M) CUSTOMER SERVICE

All the queries and concerns of the Borrower(s) in relation to the Loan shall be addressed and handled



by PNBHFL.

- i. Visiting hours at the Office- 10:00 AM to 2:00 PM (Monday to Saturday). PNBHFL Office remains closed on Sunday, First & Second Saturday of every month.
- ii. Details of the person to be contacted for Customer Service - Customer Service Manager at branch office of PNBHFL.
- iii. Procedure to obtain the following³ including time line is set out below :
 - o Loan Account Statement - Within 10 working days.
 - o Photocopy of the title documents#- Within 15 working days.
 - o Return of original documents on closure/ transfer of the Loan - Within 30 working days.
- iv. The borrower may access his/ her personal records to the extent submitted with PNB Housing Finance Ltd. Request for accessing relevant personal records be made to customer.care@pnbhousing.com.

Note: The turnaround time for each of the service request is subject to change at the PNBHFL's discretion. The Borrower(s) are requested to refer latest schedule of service request turnaround time updated under "Fair Practice Code" section of PNBHFL's website, i.e., www.pnbhousing.com, or at PNBHFL's branch office at the time of availing the services.

N) 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.pnbhousing.com or at customercare@pnbhousing.com. The attempt will be to provide a resolution within 10 working days.

Level 2

If the customer is not satisfied with the resolution provided by the Customer Care, he/she may post their complaint to Regional Grievance Redressal Officers at gro.north@pnbhousing.com / gro.south@pnbhousing.com or gro.west@pnbhousing.com. The attempt will be to provide a resolution within 7 working days.

Level 3

If the customer is not satisfied with the resolution provided by the Nodal Officer, he/she may post their complaint at nodalofficer@pnbhousing.com or executivedirector@pnbhousing.com. The attempt will be to provide a resolution within 7 working days.

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

PNB Housing Finance Ltd.,

9th Floor, Antriksh Bhawan, 22 Kasturba Gandhi Marg, New Delhi – 110001

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

Level 4

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:

³ Borrower(s) can obtain these services from Branch Customer Service Manager at PNBHFL's branch office by providing Loan Account Number and Identity Proof. Alternatively, the Borrower(s) can "Write to us", under "Customer Care" section of its website, i.e., www.pnbhousing.com.



National Housing Bank,

Department of Regulation and Supervision, (Complaint Redressal Cell),
4th Floor, Core-5A, India Habitat Centre, Lodhi Road, New Delhi - 110003

a) <https://grids.nhbonline.org.in/> www.nhb.org.in

The above terms and conditions have been read by the Borrower(s)/read over and explained to the Borrower(s) in the language that the Borrower(s) understands and therefore 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 volition 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 PNB Housing Finance Limited

ANNEXURE A

DETAILS OF THE BORROWER(S)

NAME:

ADDRESS:

CONSTITUTION

(INDIVIDUAL/SOLE PROPRIETOR/COMPANY/ HUF/LLP/ PARTNERSHIP FIRM/SOCIETY/TRUST):

DETAILS OF THE SANCTION LETTER:

DETAILS OF THE DISBURSEMENT LETTER:

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