

## **Sammaan Finserve Limited**

(Formerly known as Indiabulls Commercial Credit Limited)

### **Most Important Terms & Conditions**

#### **1 Product**

The agreed terms and conditions of the sanction shall also be mentioned on the sanction letter of the loan which has been duly acknowledged by the borrower.

##### **1.1 Product offerings and Purpose of loan**

Loan is sanctioned basis a combination of several factors like repayment capacity, collateral security, past and present credit history and other risk parameters. Borrower/s is/are advised to refer to the Loan Agreement to know the loan amount sanctioned

Following are the types of loans offered by Sammaan Finserve Limited (formerly known as Indiabulls Commercial Credit Limited) (hereinafter referred to as “SFL”):

**Loan Against Property:** Loans against pre-owned properties, to be utilized for purposes other than those specified in the Home Loans herein under. Loan under this category may be sanctioned for purposes (other than illegal, anti-social, money laundering, speculative etc.) such as business expansion, asset acquisition, personal/family need, travel, medical treatment etc.

**Non-Residential Purchase:** SFL offers financial assistance for the acquisition of office/ commercial properties and SFL also sanctions loan against the non-residential premises for business or personal needs.

**Construction Finance:** Loans provided for construction/ development of the Residential Projects to the developers.

##### **Home Loans:**

- Construction/ purchase of residential property
- Purchase of Plot and construction of house thereon
- Balance transfer of Housing Loan already availed from any other Bank/ Financial Institution
- Improvement or Extension of the existing House

##### **Maximum Loan (Loan to Value): -**

**LAP/NRP:** Under this scheme, Loan shall be sanctioned upto Maximum 70% of the value of the property under proposal, depending upon the nature, type and possession status of the property.

**Construction Finance:** Maximum 50% of primary collateral

**Home loans:** Maximum 90% of the Property value for home loan upto Rs 30 lacs. This is restricted to maximum 80% for home loan which exceed Rs 30 lacs and upto Rs 75 Lacs and Maximum 75% for Loans above Rs 75 Lacs.

**Note:** LTV computed at the time of sanction of the loan, shall be treated as the final value and the borrower has to the obligation to maintain the same margin at all times and in the event of fall in the value of the property, the borrower has to make good the shortfall.

## 1.2 Rate of Interest

Sammaan Finserve Limited (formerly known as Indiabulls Commercial Credit Limited) (“SFL”) is a non-banking finance company which offers loans to its customers at a floating rate of interest or a dual rate of interest (i.e. fixed and floating). The floating rate of interest applicable to the loans is linked to the prevailing benchmark rate(s) as at the date of the first disbursement of the loan. However, please note that the rate of interest applicable to any loan is subject to revision at the sole discretion of SFL and such revision may be on account of either change in the benchmark rate(s) or the loan spread or both. As a result, any change in the benchmark rate(s) and/or the spread may subsequently have an effect on the amount and number of equated monthly installments and/or the tenure of the loan; Any change/modification in the applicable rate of interest shall be notified to borrowers through email or by updating the same on SFL’s website or in any other manner deemed fit by SFL. The revised rate of interest shall be binding and applicable on the borrower with effect from such date as may be specified by SFL. Accordingly, it is important to note that all or any of the following may also be impacted as a result:

- In case of an upward change in the applicable rate of interest, the balance tenure of the loan may be extended by upto 10 years provided that the age of youngest borrower to the loan does not exceed 85 years ( or as decided by IHFL from time to time) at the time of maturity of the loan.
- Further, the equated monthly installments amount and tenure of the loan may be simultaneously revised if the impact of increase in the applicable rate of interest does not get accommodated solely by way of extension of tenure of the loan or equated monthly installments amount.

In such event, the Applicant(s) shall have the choice to opt for (i) enhancement in EMI amount or extension of tenor or a combination of both options; and/or (ii) to prepay, either in part or in full. In case of non-receipt of any response from the Applicant(s) within specified period, SFL may, at its discretion, pass on the impact of change in the ROI on EMI amount and/or the tenure of the Loan or both.

In the event the borrower wishes to reschedule the repayment terms, then subject to his/her eligibility and repayment capacity, the borrower is required to submit a request with SFL and complete the necessary documentation and such loan facility may be rescheduled subject to conditions set forth by SFL in line with the applicable laws.

SFL, at the request of the borrowers or otherwise as required, may provide the option to the borrowers to revise the spread during the Tenure of the Loan. In such case, the borrowers will have the option to avail revised spread/ switch facility against the Loan with prospective effect subject to necessary verifications and on payment of fees and execution of additional documents as may be required by SFL (in a format satisfactory to SFL), in this regard. It shall be the responsibility of the borrowers to keep themselves informed about the switch facility/revision of the spread and benchmark rate(s), from time to time. Please note that it shall be the sole discretion of SFL to provide the option/switch facility for reduction/revision of spread against the Loan(s) and as such, SFL reserves the right to reject/ withdraw/ annul the same, at any time.

The reset date shall be effective from 1st day of month following the month in which SFL benchmark rate(s) is changed. SFL rates of interest are linked to benchmark rate(s) of the Company depending on the nature and purpose of the loan.

Interest Rates (as applicable):

Product	Interest rates
Loan Against Property/ Non-Residential Purchase	9.75% onwards
Home Loans	8.75% onwards

### 1.3 Basic Eligibility Criteria

- The Borrower age should not exceed 75 years at time of maturity of loan.
- The Borrower should have the earning/ financial capacity to pay Equated Monthly Installments (EMI) along with such other charges as applicable without failure.
- The Mortgage property must be absolutely clear and marketable and free from any En-cumbrances and must be enforceable under the SARFAESI Act.

### 1.4 Loan Tenure

Presently, Loans are offered to the customer for a maximum period of:

- Up to 15 years for LAP/NRP
- Up to 30 years for Home Loans

However, the Loan tenure specified herein above is subject to the age of the applicants, which shall be within the acceptable credit norms and further, it, will also be dependent on customer risk profile and age of property etc.

### 1.5 Fee and other charges

Particulars	Rates/ amount
Processing Fees	1.25% onwards of loan amount
Transaction handling charges in balance transfer/ resale home loans	INR 1500/-
Legal opinion, SRO search, ROC Search & Technical Valuation Fee	INR 2500/-
Repayment dishonor charges, cheque/ NACH returned/ Non-payment of EMI	INR 500 (HL) and INR 750 (LAP)
Penal Charges	<ul style="list-style-type: none"> <li>• <b>In case of payment defaults - 24% (twenty four percent)</b> per annum on outstanding of EMI/ Pre-EMI</li> <li>• <b>In case of other defaults/Event of Default - 2% (two percent)</b> per annum on the outstanding amount of loan.</li> </ul>
Retrieval charges for copies of loan/ property documents in custody of SFL	INR 750/-
Property Swap Charges (Swapping is at discretion of lender)	INR 10000/-
Charges for Reissuance of pay order/disbursement cheque revalidation	INR 500/-
Foreclosure statement Charges	INR 500/- (Nil, if requested once in quarter)
List of Documents	INR 1000/-

	(Nil, if requested within initial 6 months of 1st disbursement)
Charges for non-collection of property documents beyond 30 days from the date of full repayment / settlement of the Loan	INR 500/- per month or part thereof
Charges for Physical Statement of Account/ Amortization Schedule	INR 200/-
Charges for certified true copies of title deeds from SRO, if applicable	As per actual
Stamping charges of loan agreement	to be borne by the borrower, as per actual, subject to state laws
Stamping charges of other legal documents like indemnity bond, legal undertakings, legal affidavits, personal guarantee bond, power of attorney for NRI home loans etc.	to be borne by the borrower, as per actual, subject to the respective state laws
Original property documents retrieval for specific activity like production at SRO or development authority (on borrower request)	INR 5,000/-
Database Admin Fee	INR 650/-
Repayment mode/account swapping charges	INR 500/-
Registration charges for borrowers' ECS mandate (loan repayment)	NIL
Income tax certificate in home loans	NIL
Interest Certificate in non-Home Loans	NIL
Compliant handling charges	NIL
ROI Switch Fee	50% onwards of the difference between the existing and revised rate
All applicable fees & charges are subject to levy of applicable taxes including but not limited to GST, which is payable, is to be paid in addition to the fees/charges.	

\* All fees and charges are payable as per rates published on the company's website.

## 2 Security/ Collateral for the Loan

The Borrower shall be liable to create/ perfect the security in favour of SFL by way of execution of Memorandum of Entry for deposition of title deeds (MOE) or Mortgage Deed or Registered MOE on immovable property (as specified in loan documents), depending upon the title flow/nature of transaction and in compliance to the local laws applicable. Additionally, Declaration/Undertaking from Property owners for deposition of title documents should also be executed in favour of SFL, to its satisfaction. Mortgage created over the immovable property in favour of SFL shall be registered with CERSAI, as per guidelines.

## 3 Insurance of the property/ borrowers

Further, SFL arranges/facilitates services to those customers who are interested in obtaining Life and Non-Life insurance cover from certain Insurers. Insurance is a subject matter of solicitation and therefore, optional for the Borrowers to avail these insurance covers through SFL, however, the Borrowers are obliged to maintain insurance cover, as per the provisions of the Loan Documents. The Borrower/s may keep his/their life insured equivalent to loan outstanding at any point of time during the pendency of the loan with SFL as the sole beneficiary under said policy/ policies.

#### **4 Conditions for disbursement of the Loan**

The mode of disbursement of loan shall be disbursed either in lump sum or in suitable installments, which shall be decided by SFL, subsequent to taking into consideration of the needs/ progress of construction/ nature of transaction being financed.

All the disbursement payments by SFL shall be made through the cheque (duly crossed and marked account payee only) or RTGS/ NEFT or Demand Draft..

The loan facility may be reappraised on legal, technical, and financial terms before disbursement or during the continuity of the loan wherever needed and SFL may hold, suspend, downsize, cancel or recall the loan facility, if any findings make it necessary to do so in the interest of the lender.

SFL shall not disburse any loan to the Borrower/s unless the conditions mentioned in the Sanction Letter and Loan Agreements are complied with, to the satisfaction and sole discretion of SFL. Few of which are as given below:

- The Borrower must fulfil the SFL's requirement of credit worthiness.
- Execution of loan agreement and such other ancillary documents
- Submission of NACH or any other clearing system in force for the time being towards repayment of instalments
- Creation of security in favour of SFL.
- Utilisation of disbursement should be as per the end use specified
- The Borrower must disclose every material fact/s which may affect the borrower's loan proposal.

#### **5 Repayment of Loans & Interest**

Repayment of loan will be through installments/EMI's (or Pre-EMIs) comprising of principal and/or interest. Repayment of loan amount can be done through NACH or any other method as may be specified by SFL. SFL may, in its sole discretion, alter the rate of interest suitably and prospectively if unforeseen or extraordinary changes in the money market conditions take place. The liability of the borrowers will be extinguished only when the entire outstanding in the loan account becomes Nil on payment of residual amount, if any.

#### **6 Recovery of Overdue**

It is duty of the borrower to repay loan amount with applicable interest along with all dues/charges/fees levied as per agreed terms of loan agreement. However, in the event of default in re-payment of any of the above, Company reserve the right to recover over dues by resorting to legal & permissible means

The borrower to be sent reminder from time to time in case of defaults for payment of the outstanding amount on his loan account by telephone, e-mail, courier, SMS and/or through third parties appointed for collection purposes to remind, follow-up and collect dues. The Collection methodology broadly includes the following:

- Tele-Calling: It involves contacting the Borrower over the phone and making them aware about the missed due date and requesting to pay the arrears at the earliest.
- Field Collection: It involves meeting the Borrower and collecting the payment of the amount due. The activity shall be carried out through employees of SFL or authorized representatives. The payment would be collected either in cash or in the form of a cheque/ DD against the valid receipt only which will be issued to Borrower.
- Legal action shall be taken based on circumstances of each delinquent account, as per the policy of SFL and pursuant to the provision of applicable laws. SFL shall use a judicious mix of field visit, written communication and legal action to ensure proper and effective coverage for the different category of delinquent account.

**7 Annual Outstanding Balance Statement:** SFL will issue the Annual Outstanding Balance Statement along with Annual Income Tax Certificate for the preceding Financial Year to all Borrowers in the first quarter of every Financial Year.

**8 Pre-payment**

SFL do not charge prepayment charge from individual borrower on foreclosure of floating rate loans availed for purpose other than business. Any prepayment of the loan shall be made and accepted as per policy and rules of SFL and in accordance with statutory guidelines, issued from time to time and as applicable at the time of prepayment and according to the nature of the loan. For more details, kindly refer to the prepayment link provided on the SFL's website ([www.sammaanfinserve.com](http://www.sammaanfinserve.com)).

**9 Miscellaneous**

- Return of Documents & issuance of No Due Certificate (NDC):

Once a loan account is fully repaid and closed, borrower is entitled to get a NDC. The property documents/ security documents as well as documents submitted by guarantor/s will be released within 30 days after full and final repayment of the Loan, to the complete satisfaction of SFL. The Borrower(s) may collect the property documents from the branch where loan account was serviced or any other SFL branch where the documents are available. The list of SFL branches can be accessed on SFL website at link - [www.sammaanfinserve.com](http://www.sammaanfinserve.com)

- Statement of Account:

The Borrowers can access their loan account details through online login or via WhatsApp by sending "Hi/Hello" on 8929899391 through your registered mobile number. Company has offered the above facility to all borrowers at free of cost.

The copy of statement of account can also be obtained on request from the nearby SFL branch.

- Liability of Borrower and Guarantor to be Joint and Several:

In cases where the Loan is provided to more than one Borrower, then the liability of the Borrower (along with Guarantor) to repay the Loan together with interest and all other amounts and to observe the terms and conditions of the Agreement/ and any other agreement(s), document(s) made between the Borrower and SFL in respect of the Loan is joint and several.

- Credit Information Bureau:

SFL is authorized to make enquiries from any of the Credit Information Bureau and get the Credit Information Reports and is also authorized to disclose from time to time any information relating to the loan to any Credit Bureau approved by Govt. of India or Reserve Bank of India without any specific notice to the borrower.

- Right to inspect property:

SFL or any person of its authorized person shall have free access to the property for the purpose of inspecting the condition or progress of construction and accounts of construction to ensure proper utilization of the loan.

- Validity of sanction:

This sanction shall be available to the Borrower for a maximum period of 30 days from date of issuing the Sanction letter. During the above period, the loan facility will be available on demand.

**10 Customer Service**

In each branch, a separate customer helpdesk - "MAY I HELP YOU" has been created and the Customers can get instant guidance from the helpdesk staff. Besides, following customer friendly measures have been put in place,

- Notice Board Display of all important matters relating customer services, loan products, FPCs, KYC guidelines, fees & charges etc. as per guidelines of the regulatory authorities.
- Customer can get all information on our services & products over dedicated toll free telephone number: 1800 572 7777 from Monday to Saturday (except Second and Third Saturday) between 9 AM to 6 PM (Except Public Holidays).
- Pamphlets/printed materials describing detail information on our products are available at all branches.
- A notice Board is put in place outside branch premises mentioning, working hours, Closing days, Branch Heads contact details etc.
- Company has well developed website, where in, all relevant information, copies/ formats/ documents to down load are available for customers information any time (24x7) any day by click of mouse.
- Borrower can visit the Service Branch during visiting hours of 10:00 AM – 6:00 PM from Monday to Friday (Except Public Holidays).
- Borrower can reach to Customer Service vide e-mail :- lap@sammaancapital.com
- Indicative Timelines of common request servicing:
  - Loan account statement – 7 working days from date of request
  - Photocopy of the title documents – 7 working days from date of request
  - Return of original documents on closure/transfer of loan – 15 working days from date of request
  - Foreclosure – at least 10 working days from the date of request and foreclosure will be accepted between 3rd day of the month to 24th day of the month

#### 11 Grievance Redressal

- If the customer wants to make a complaint, he/she shall be suitably advised as to lodge the complaint at the branch concerned or can email to “lap@sammaancapital.com”. Our staff shall help the customer with any questions the customer has.
- If the customer is still not satisfied then the matter would be looked into by a higher authority/ Committee appointed/constituted by the Company in this regard.
- Where a complaint is received in writing from a customer, we would endeavor to send him/her an acknowledgement / response within a week. If the complaint is relayed over phone at the Company’s designated telephone-helpdesk or customer service number, the customer shall be provided with a complaint reference number and be kept informed of the progress within a reasonable period of time.
- After examining the matter, the Company shall send the customer its final response or explain why it needs more time to respond and shall endeavor to do so within 30 (thirty) working days of receipt of a complaint and he/she should be informed how to take his/her complaint further if he/she is still not satisfied.

#### Escalation Matrix for Resolution of complaints

First Level	<p><i>In case customer have a Query/concern, they may write to us –</i></p> <p><b>Write to Us:</b> lap@sammaancapital.com</p> <p><b>Call Us</b> : Customer help line no. 1800 572 7777(Toll free)</p> <p><b>Visit Us</b> : Any nearest branch</p> <p><b>Post Us</b> : Head Customer Care, Sammaan Finserve Limited (formerly known as Indiabulls Commercial Credit Limited) 5th Floor, Building No. 27, KG Marg, Connaught Place, New Delhi - 110001</p> <p><i>If customer has not got any response in 7 days or not satisfied with response then</i></p>
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	<i>they can escalate to next level.</i>
Second Level	<p><i>In case customer's concern has not been addressed at level 1 or satisfactorily response has not been received, then customer may reach SFL Grievance Redressal via below link</i></p> <p><i>Write to Us : <a href="mailto:grievance_sfl@sammaancapital.com">grievance_sfl@sammaancapital.com</a></i></p> <p><b>Call Us</b> : Customer help line 1800 572 7777 (Toll free)</p> <p><b>Visit Us</b> : Any nearest branch</p> <p><b>Post Us</b> : Sammaan Finserve Limited (formerly known as Indiabulls Commercial Credit Limited) Grievance Redressal, 5th Floor, Building No. 27, KG Marg, Connaught Place, New Delhi - 110001</p> <p><i>If customer has not got any response in 7 days or not satisfied with response then they can escalate to next level.</i></p>
Third Level	<p><i>In case the customer's concern has not been addressed at level 2 or satisfactory response has not been received, then customer may write to the Nodal Officer of SFL at below mentioned address-</i></p> <p><i>Write Us : Mr. Amit Kumar</i> Deputy General Manager, Nodal Officer, Grievance Redressal, Sammaan Finserve Limited (formerly known as Indiabulls Commercial Credit Limited) 5th Floor, Building No. 27, KG Marg, Connaught Place, New Delhi - 110001</p> <p><i>If customer has not got any response in 7 days or not satisfied with response then can escalate to next level</i></p>
Fourth Level	<p>If the complaint is not redressed satisfactorily within 30 working days, customer may directly write to the RBI or can upload his/ her complaint at CMS (Complaint Management System) portal facility being available at the website of RBI on below link: <a href="https://cms.rbi.org.in">https://cms.rbi.org.in</a></p> <p>Customer may also write through physical letter and/or post letter on address mentioned below -</p> <p>To, Centralized Receipt and Processing Centre (CRPC), Reserve Bank of India, Central Vista, Sector 17, Chandigarh – 160017</p>