

MOST IMPORTANT TERMS AND CONDITIONS (MITC)

The Most Important Terms and Conditions (MITC) of the business loan between the Borrower with Co-Borrowers and Abhiyan Capital (India) Private Limited (Formerly known as Dowell Fiscal Services Private Limited (CIN-U65999MH1995PTC289390), a Company defined & incorporated under Companies Act, 1956 and registered under Banking Regulation Act, 1949 to carry on the Non - banking Finance Company and having its Registered Office situated at 113, Floor 1, Arun Chambers, Tardeo Road, Next to A/C Market, Tulsiwadi, Mumbai, Maharashtra – 400034, hereinafter called "ACIPL" are agreed upon and mentioned as under:

A. Particulars of the Loan

Sr. No.	Particulars	Description		
1	Application Number			
2	UCID			
3	Loan Sanctioned Amount			
4	Date of Loan Agreement			
5	Interest Rate(% p.a.)	ROI: pa.		
6	Interest Rate Type (Fixed / Floating / Semi-Fixed)	Type: FIXED		
7	Processing Fees	(Rs): (Rupees:)		
8	Tenure (Total number of installments where the loan is repayable in equated monthly installments)	Months		
9	Moratorium or Subsidy	NA		
10	Instalment Type PEMI, EMI	Frequency Monthly (PEMI – For broken period & before full disbursal. EMI after full disbursement of loan)		
11	Date of Reset of Interest Rate (Floating Rate / Semi-Fixed Rate)	Interest rate reset cycle is quarter of English calendar year beginning from the first of January, April, July and October of each year		
12	Modes of communication of changes in Interest rate	Through a 'press release' in major leading news-papers across India or on its website or email or WhatsApp or Call on registered phone / mobile number / other source of communication		
13	Purpose of Loan			
14	Loan Type	NEW		
15	Repayment of the Loan and Interest	By way of EMI / PEMI during the entire tenure of the loan and as per the terms outlined in the loan agreement and amortization schedule shared with welcome letter		
16	Insurance of the Property / Borrower	Property offered as security / collateral to be duly insured against natural calamity, fire, damages, disaster, hazards and perils for an amount as specified by ACIPL during the tenure of the loan with ACIPL as sole beneficiary. The evidence to be provided to ACIPL every year or whenever asked for by ACIPL. Regardless of the amount specified by ACIPL the property will be adequately insured by the borrower for an adequate amount. The Borrower may avail health and/or life insurance cover for himself with ACIPL as the sole beneficiary under the policy / policies. The terms and conditions including claims & coverage will be governed by the insurer. Insurance is subject matter of solicitation.		
17	Instalment Amount (PEMI / EMI) – Figures and Words both			

Accepted & Signed					
Particular	Borrower	Co-Borrower	Co-Borrower	Co-Borrower	Co-Borrower
Name					
Signature					

B. Security / Collateral

Sr. No.	Particulars	Description
1	Property Description	
2	Guarantee: Names of the Guarantor/s (if any)	
3	Other Security including interim security	

C. Conditions for disbursal

1	Submission of all relevant documents as mentioned in the Sanction Letter / Loan Agreement / Transaction Documents
2	Legal and Technical assessment of property (Security / Collateral)
3	End use confirmation
4	Pay all charges, taxes etc or capitalize the same
5	Undertake to regularly provide information of any type as may be required by ACIPL from time to time till the completion of loan
6	Intimate ACIPL of any change in his business /employment/contact details.
7	Request for disbursement of the loan in writing (as per the manner prescribed by ACIPL). Such request shall be deemed to have been duly made when made by hand, mail or through website of ACIPL or such other form/manner as may be announced by ACIPL from time
8	Comply with all preconditions for disbursement of the loan as mentioned in the Sanctioned Letter.
9	Ensure absolute, clear and marketable title to the property (security) and the said property is absolutely unencumbered and free from any liability whatsoever.
10	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.
11	Ensure that no event of default has happened in terms of the Loan Agreement executed/to be executed by the borrower.

D. Fees and Other Charges (GST or Government Levies will be charged extra as applicable from time to time)

Sr. No.	Charges	Applicable Charges (GST As Applicable)	Remarks
A) UPFRONT CHARGES: BEFORE DECISION AND DISBURSAL OF THE LOAN APPLICATION:			
1	a) Processing Fees b) Application Fees	a) Processing Fees will be at the rate of up-to 4% of the Sanctioned Loan Amount. The actual processing will be mentioned in the Sanction Letter & may vary for each borrower subject to assessment & loan amount. GST will be applicable extra. b) Up-to Rs 2500 plus GST will be Application Fees to be paid along with the Application for the Loan.	a) Processing Fees is over and above the Application Fees & is to be paid before disbursals or can be recovered from the disbursal amount in part or full. b) Application Fees amount is non-refundable amount, payable by way of Cheque / Demand Draft / Electronic Mode, favoring Dowell Fiscal Services Private Limited. Note: In the event of the loan being rejected by ACIPL before disbursal for any reason or in the event of applicant withdrawing his application before disbursal, the Processing Fees if paid will be refunded subject to the following conditions: - Application Fees is non-refundable - Statutory dues paid are non-refundable

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2	Legal Opinion & Search Charges (Including Non-Encumbrance Certificate/Verification Report)	Rs 3,000+GST per report	To be borne by the Borrower. Non-Refundable.
3	RCU Charges	Rs. 1000/- + GST per loan	To be borne by the Borrower. Non-Refundable.
4	Transaction Document Charge	Rs 500+GST per loan	To be borne by the Borrower. Non-Refundable.
5	MOD/Simple Mortgage/Registered Mortgage/ IOM/ Lien Marking etc- registration expenses	At Actuals	To be borne by the Borrower. Non-Refundable.
6	Original Document Verification Charges (ODV) or as applicable	Rs. 500/- + GST per loan	To be borne by the Borrower. Non-Refundable.
7	CERSAI: At the time of Disbursement: Creation of Charge	Rs. 100/- + GST (for loans above 5 Lacs) and; Rs. 50/- + GST (for loans up-to 5 lacs) or as per the charges levied by CERSAI	To be borne by the Borrower. Non-Refundable.
8	Demand Draft for disbursement	Actual charge for DD issue + GST as applicable	To be borne by the Borrower. Non-Refundable.
9	Stamp Duty	At Actuals	To be borne by the Borrower. Non-Refundable.
10	Technical Valuation Charges	Rs 1500 +GST per report	To be borne by the Borrower. Non-Refundable.
11	Sanction revalidation charges (post expiry of initial sanction letter)	Rs 1000+GST per revalidation	To be borne by the Borrower. Non-Refundable.
B) SERVICE CHARGES:			
1	CERSAI: At the time of modification of charge (in case of top up)	Rs. 100/- + GST (for loans above 5 Lacs) and; Rs. 50/- + GST (for loans upto 5 lacs) or as per the charges levied by CERSAI	To be borne by the Borrower. Non-Refundable.
2	Cheque Return / ECS Return / ACH Return Charges (Per instrument/ Transaction)	Rs 1000+GST per return	To be borne by the Borrower. Will be charged to the Borrowers loan account.
3	Late payment charges	The Late payment charges for the delayed payment shall be charged @ 3% Per Month. +GST on the delayed amount & for the delayed period only.	To be borne by the Borrower. Will be charged to the Borrowers loan account.
4	Collection Pick up charges / Recovery Visit Charges	Rs 500+ GST per visit	To be borne by the Borrower. Will be charged to the Borrowers loan account.
5	Duplicate No dues Certificate	Rs. 2000/-+ GST	To be borne by the Borrower. Non-Refundable.
6	Copy of Property Papers	Rs. 2000/-+ GST	To be borne by the Borrower. Non-Refundable.
7	Document Retrieval Charges	Rs. 2500/- +GST	To be borne by the Borrower. Non-Refundable.
8	Disbursal Cancellation Charges	If Cancellation request is received post disbursal from the customer; loan cancellation charges of Rs 6500 + GST will need to be paid by the customer. If the Cancellation is initiated by ACIPL post disbursal no cancellation charges will be applicable.	To be borne by the Borrower. Non-Refundable.
9	Loan Prepayment / Foreclosure statement	Rs. 4000/-+ GST	To be borne by the Borrower. Non-Refundable.
10	Duplicate Annual Account Statement, Provisional Certificate	Rs. 2500/-+ GST	To be borne by the Borrower. Non-Refundable.

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11	SOA/Repayment Schedule Charges	2500+GST	To be borne by the Borrower. Non-Refundable.
12	Disbursement Cheque Cancellation & Re-issuance	Rs. 1000/- + GST	To be borne by the Borrower. Non-Refundable.
13	Switch/Conversion or Change of Interest Rate a) Floating to Floating Rate of Interest b) Fixed Rate to Floating Rate and vice-versa c) Fixed to Fixed Rate of Interest	2% + GST on the principal outstanding (POS)	To be borne by the Borrower. Non-Refundable.
14	Cheque/ ACH Swapping charges (per set) PDC to PDC; PDC to ACH ; ACH to ACH ; ACH to PDC	Rs. 1000/- + GST	To be borne by the Borrower. Non-Refundable.
15	Complaint Handling Charges	NIL	NA
16	Legal Recovery Charges	On Actuals	To be borne by the Borrower. Non-Refundable.
17	List of documents	4500 +GST	To be borne by the Borrower. Non-Refundable.

C) CHARGES AT THE TIME OF FORECLOSURE:			
1	Cash collection Charges (only for FULL & PART CLOSURE / PRE	Rs. 5/- per Rs. 1000 for cash collection + GST	To be borne by the Borrower. Non-Refundable.
2	CERSAI: At the time of Loan Closure:- Satisfaction of Charge (Removal of Lien)	NIL	NA
3	Document Custodian Fees	Rs. 500/- + GST Per Month (Chargeable after 30 days of closure of the Loan Account)	To be borne by the Borrower. Non-Refundable.
4	Part-Prepayment /Pre-closure Charges on loan	a) Floating Rate of Interest. For any loan disbursed to Individual and/or Non-Individual borrowers with or without co- borrower(s), no charges shall be payable on account of part or full prepayments made through any sources, except when the loan is sanctioned for business purpose. Following loans shall qualify as business loan: MSME Loans, Loans against property/Home Equity Loan for Business Purpose i.e. Working Capital, Balance Transfer of Business Loan, Expansion of business, Acquisition of Commercial asset, any similar end usage of funds and any loan taken for business purposes. Charges as mentioned will be applicable, Pre-payment Charges would be levied on full or part principal outstanding being pre- paid. b)Fixed Rate of Interest Charges as mentioned will be applicable, Pre-payment Charges would be levied on full or part principal outstanding being pre-paid. c)Semi-Fixed Rate of Interest Application of charges will depend on whether the loan is in fixed or floating rate of interest at the time of pre-payment or pre-closure. Pre- payment Charges would be levied on full or part principal outstanding being pre-paid. Charges as mentioned will apply.	Prepayment/Pre-closure shall not be allowed within 12 months. Post 12 months prepayment charge will up to 10%+GST on Principal Outstanding

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Name					
Signature					

E. Others

1	SMA & NPA Classification	In case of delay in the payment of EMI / PEMI / Interest, ACIPL will classify the Borrowers account (all linked accounts as well) as Special Mention Account (SMA) / Non-Performing Account (NPA) at the end of the due date of calendar date. Example: Due Date 31st March,2021 and full dues are not received before the ACIPL runs the day-end process for this date, the date of overdue shall be March 31, 2021 and this account shall get reported as SMA-0 till before the starting of day end process on April 30,2021 . If it continues to remain overdue, then this account shall get reported as SMA-1 upon running the day-end process on April 30,2021 i.e. upon completion of 30 days of being continuously overdue. Accordingly, the date of SMA-1 classification for that account shall be April 30,2021. Similarly, if the account continues to remain overdue, it shall get reported as SMA-2 upon running day-end process on May 30,2021 and if it continues to remain overdue further, it shall get classified as NPA upon running the day-end process on June 29, 2021.
2	Non-Compliance of General terms and Condition of Sanction Letter & Application Form & terms of Loan Agreement / Transaction Document	Rate of interest of the loan is subject to increase up-to 3% at the discretion of ACIPL
3	Three Consecutive Bounces of EMI / PEMI	Rate of interest of the loan is subject to increase up-to 3% at the discretion of ACIPL
4	Recovery Of Over-dues	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, ACIPL shall remind the customers by making telephone calls, sending written intimations by post and electronic medium or by making personal visits by ACIPL's authorized personnel at the addresses provided by the customer. Costs of such calls/communication /visits shall be recovered from the customer. ACIPL reserves the right to undertake such measures to enforce its rights under the Loan Agreement including but not limited to charging Late Payment Charges for the delayed payment. 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 licensed 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 Securitization and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 (SARFAESI Act) or under any other law including Arbitration, 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 overdue, under the Negotiable Instruments Act, Civil Suit as well as under the SARFAESI Act / Arbitration. The actual procedure shall be determined by ACIPL
5	Date of which Annual Outstanding balance statement is issued	Outstanding balance statement will be issued in the month of May after the completion of each financial year in the loan tenure. This may be done electronically or any other mode as deemed fit by ACIPL at its own discretion on the contact details available and updated with ACIPL for the Borrower.
All fees & charges indicated above are excluding statutory taxes. Subject to variation in terms of the MITC executed / to be executed by the borrower, ACIPL shall endeavor to keep its Borrowers informed of any changes through its official website, display in its offices and general announcement from time to time. If such change is to disadvantage of the Borrower, the Borrower may within 30 days and without notice close loan account or switch it without having to pay any extra charge or interest.		
We have received Original MITC, Sanction Letter & for Loan Agreement we will refer to sample copy on the website.		

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Name					
Signature					

F. Customer Services

- i) Customer Service Queries including requirement of documents can be addressed to ACIPL through the following channels:
 - a. Write to us through our website: www.abhiyancapital.com
 - b. Notify us at: ACIPL Ltd: Address: 113, Floor 1, Arun Chambers, Tardeo Road, Next to A/C Market, Tulsiwadi, Mumbai, Maharashtra – 400034
 - c. Notify on email id: contactus@abhiyancapital.com
- ii) Visiting hours and the details of person to be contacted for customer service with respect to all branches of ACIPL are available on website
- iii) Contact ACIPL Customer Service Officer at your nearest branch within the working hours 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 as per the Schedule of Charges.
 - b. Original documents will be returned within 30 working days from the date of closure of loan. Necessary administrative fee shall be applicable.
 - c. Loan Account statement (time line): Within 7 working days of the receipt of request.

G. 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 website: www.abhiyancapital.com
- b) Borrower can meet or write to the us at contactus@abhiyancapital.com
- c) In case the concern remains unresolved beyond a period of 7 days, the Borrower may escalate the matter to the Director at:
The Director, ACIPL,
113, Floor 1, Arun Chambers, Tardeo Road, Next to A/C Market, Tulsiwadi, Mumbai, Maharashtra – 400034
- d) In case the Borrower is still not satisfied with the response, the complainant may approach the Complaint Redressal Cell of RBI by lodging its complaints in Online mode at the link below
<https://cms.rbi.org.in>

It is hereby agreed that for detail terms and conditions of the Loan, the parties hereto shall refer to and rely upon the loan and other security documents executed/to be executed by them. The above terms and conditions have been read by the borrower/s / read over to the borrower by Shri/Smt.Prem Kumar of ACIPL and have been understood by the borrower/s

(Signature or thumb impression of the Borrower/s)

(Signature of the authorized person of ACIPL)

Accepted & Signed					
Particular	Borrower	Co-Borrower	Co-Borrower	Co-Borrower	Co-Borrower
Name					
Signature					