

# Most Important Terms and Conditions (MITC)

## **Business Banking Assets**

### Health Care Finance (HCF)

#### Purpose of Loan: -

HCF facilities can be grated to customer for Business needs and any other purpose which is acceptable to the Bank and is in adherence to instructions issued by Reserve Bank of India from time to time.

#### Rate of Interest (ROI): -

Interest rates on credit facilities are linked to the REPO Rate updated by RBI time to time. Floating/Adjustable Rates of Interest linked to the base rate, are offered. ROI may be revised upwards or downwards from time to time due to changes in the Base Rate. The Bank at its discretion shall be entitled to review the base rate from time to time. In case of Term Loans, the Bank has the option to reduce or increase the EMI or extend the repayment period or both consequent upon revision in the ROI. Interest on the loan will be charged at prevailing ROI on monthly resets. Borrower shall be deemed to have notice of changes in ROI whenever there are changes in REPO Rate which may either be displayed on the Notice Board of the Branch or published in Newspapers or uploaded on the Bank's Web Site or informed to the Borrower by way of a Letter/ E-mail /SMS / Phone Call and the Borrower is liable to pay such revised ROI.

#### Repayment: -

All Term Loans are to be repaid by way of Equated Monthly Instalments (EMI) over the tenure of the Loan. The Repayment commences from a date specified by the Bank at the time of disbursement.

In Overdraft Facility, Interest has to be serviced on a monthly basis. The amount of interest due for a month would be calculated at the prevailing ROI on the day end debit balances during the Month. The Limit would be reviewed periodically and may be increased or decreased annually or otherwise based on customer request or as may be decided by the Bank under intimation to the Customer. The Loan / Facility will be considered as fully repaid only when all the dues are paid and the outstanding loan / limit amount becomes zero.

#### Loan Tenure: -

In case of Term Loan, Minimum Tenure is 1 year. Maximum Tenure is 5 years or up to the age of attaining 60 years, whichever is lower. In case of Overdraft Facility, Maximum Tenure is 1 year.

#### Security: -

The Loan / Facility will be secured by Equitable / Registered Mortgage / Extension of Mortgage of the Property against which the Loan / Facility is sanctioned. In addition to Mortgage of the Property, the Bank may stipulate, at its discretion, Security of adequate value in any other form(s) as the Bank may deem appropriate. The Bank may also stipulate a Third Party Guarantee, as it may deem fit. The Borrower should ensure that title to the Property is clear and marketable and the Property is fully constructed and built as per approved plans and permissions. In case the Loan / Facility is secured by Equitable / Registered



Mortgage / Extension of Mortgage of the Property, the Borrower should ensure that title to the Property is clear and marketable and the Property is fully constructed and built as per approved plans and permissions.

#### Schedule of Charges:

Nature of fees and charges	Amount of fees and charges
Processing Fee (Non-refundable)	Maximum 2% of the loan / facility amount (Plus Taxes as applicable)
Cheque dishonor Charges	INR 750/- (Plus Taxes as applicable) per instance.
Charges for Copy of any Document	INR 500/- (Plus Taxes as applicable) per instance.
Repayment Mode I Account swap charges	INR 500/- (Plus Taxes as applicable) per instance.
Charges for Duplicate NOC / No Dues Certificate	INR 200/- (Plus Taxes as applicable) per instance.
Loan cancellation charges	Loan cancellation charges – Rs 2500 + applicable taxes
Charges for copy of Credit Bureau Report (to Customer who has availed Loan /Facility from us)	INR 100/- (plus taxes as applicable) per instance for Individuals INR 500/- (Plus taxes as applicable) per instance for non- individuals
Repossession charges	At actuals + applicable taxes
Yard charges	At actuals + applicable taxes
Paper advertisement charges	At actuals + applicable taxes
Charges incurred in filing legal	At actuals + applicable taxes
Document Charges	INR 3000/- (plus taxes as applicable) for loans up to Rs 50 Lacs INR 6000/- (Plus taxes as applicable) for loans above Rs 50 Lacs
Foreclosure/Prepayment Charges	<ul> <li>3% of Principal Outstanding for Non-revolving and 3% of Sanctioned limits for Revolving facilities.</li> <li>For Micro &amp; Small (MSE) Borrowers-</li> <li>Nil charges on fixed rate loans up to 50 lakh</li> </ul>
	<ul> <li>Original Sanctioned limit)</li> <li>Nil charges on Floating loans</li> </ul>
Delay or Default in Payment or where amount drawn beyond the Maximum Overdraft Limit and/or the Drawing Power	Amounts standing unpaid on respective due dates shall attract penal charge at 8% per annum (to be charged for actual no. of days) on overdue amount plus applicable taxes.
Charges for Amortisation Schedule/ Account Statement	Free once in a Financial Year. Thereafter, INR 500/- (plus taxes as applicable) per instance
Charges for Interest Certificate	Free once in Financial year. Therefore, INR 250/- (plus Taxes as applicable) per instance.

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#### Notes:

- Delay/ Non-Creation of Security in favor of the Bank by the Borrower/Security Provider means:
- The term non-creation of security shall mean failure of the Borrower/Security Provider to create security in such form and manner as per the agreed terms mentioned in Sanction letter /Facility letters or Facility /Loan Agreements or any other document/instrument to secure the loan/financial facility availed from the Bank and shall also include Non-submission of NOC or Permission to Mortgage from any person/entity/ competent authority as prescribed by the Bank as well as Non-submission of Pari passu letters from other lenders.
- In addition to these charges/levies, Bank also reserves the absolute right to withdraw the limits and demand repayment of the facilities from the borrower for any breach of any of the terms and conditions prescribed in the sanction letter or any loan/security document executed in favor of the Bank
- For the sake of clarity, it is reiterated that the above list is only indicative in nature and should not be in any manner construed as an exhaustive list at any point of time.
- Stamp Duty on Loan Agreement / Overdraft Agreement, Guarantor Agreement, etc., varies from State/UT to State/UT. Stamping Charges, Notarisation Charges, Charge Creation on Collateral Security, etc., as per RBI/Statutory Notifications, as applicable.
- Charges for other Services which is not specified above would be specified as applicable when the Customer applies for those Services and the same shall be payable by the Borrower. e.g. Revalidation of Sanction, Change in Collateral, Re-scheduling Loan, Change in EMI Date, Solvency Certificate Issuance Charges, etc.,
- Taxes / other statutory levies may be charged to the Borrower if applicable as per Government / RBI directives.
- Any charges are applicable subject to regulatory/statutory feasibility. Any relaxations available to specific borrower categories / groups, if any, shall be applicable to such beneficiaries.

Bank reserves the right to modify any charges from time to time or to introduce any new charges, as it may deem appropriate and will publish them on the bank's website (www.kotak.com).

#### Personal Insurance: -

Customers can opt for insurance cover on the Life of the Borrower which would cover, depending upon the sum assured, the liability outstanding under the Loan / Facility account at the time of death of the Policy holder. Availing such insurance cover is optional.

#### Default: -

In case of Default (i.e., if the Amount Due is not paid by the Due Date), the Bank will try to inform the Customer by Post / FAX / Telephone / E-mail / SMS and/or through authorized representatives appointed for Collection purposes, about repayment of the loan/facility due and payable by the borrower. Any





authorized representative so appointed by the Bank, shall adhere to the Board approved Policy on Collection of Dues and Repossession of Security.

#### Customer Service:-

For any requirement, you may contact our Customer Care at 1860 266 2666

**Disclaimer:** Credit is at the sole discretion of Kotak Mahindra Bank Limited and is subject to Collection and Verification of Documents and other Information, Credit Bureau Checks, Personal Discussion (PD), and other Checks as may be felt necessary by the Bank. The Final Offering may be different from any initially communicated offer. The Bank may make available any information in the Application Form and other Documents submitted to the Bank and information pertaining to the Loan to any institution or body. Bank shall be in no way responsible for non-receipt of intimations/communications to the previously registered Addresses, Phone Numbers, Mobile Numbers, E-mail id, etc. The MITC are only indicative and not exhaustive. For detailed terms and conditions of the Ioan, please refer to the Loan Agreement. In case of contradiction in the MITC and provisions of the Loan Agreement, provisions contained in the Loan Agreement shall prevail.