TATA CAPITAL
Home Loans

HOME LOAN

TATA CAPITAL HOUSING FINANCE LIMITED - TCHFL

MOST IMPORTANT TERMS AND CONDITIONS - FOR HOME LOANS

LOAN ID –

BORROWERS/CUSTOMERS NAME –

Following are the MOST IMPORTANT TERMS and CONDITIONS/ agreed between the Borrower and TATA CAPITAL HOUSING FINANCE LTD (TCHFL)

A - LOAN DETAILS

1	**Loan Amount (Sanctioned Amount)**	Rs	Determined on the basis of Credit appraisal of the profile, income and valuation of the security being offered
2	**Purpose of Loan (End Use)**	Personal Use ☐	Please specify the use _____
3	**Rate of Interest**	%	Prevailing Floating / Fixed / Dual Rate
4	**Reference Rate (RPLR)**	%	
5	**Discount on RPLR**	%	
6	**Reference Rate (NRPLR*)**	%	
7	**Discount on NRPLR**	%	
8	**Loan Tenure**	Months	

Please note-

a) Retail Prime Lending Rate ("RPLR") is the rate announced by TCHFL and shall govern the Rate of Interest for your loan contract from time to time.
b) *New Retail Prime Lending Rate ("NRPLR") is the rate announced by TCHFL and shall govern the Rate of Interest for your loan contract from time to time for loans onboarded w.e.f. 12th April 2024.
c) This is subject to the provisions for variation thereof in terms of the loan agreement executed by you.
d) TCHFL has the right to revise the RPLR / NRPLR from time to time and accordingly, the applicable Rate of Interest shall be revised, and impact shall be given on loan tenure and/or EMI as the case may be.
e) In case of any such changes in the RPLR/NRPLR, customers will be intimated via SMS / Email mode of communication prior and post the RPLR/NRPLR change. Upon receipt of such intimation, in case of an upward RPLR/NRPLR change, customers have an option to either increase the Loan tenure or increase the EMI or exercise both the options (subject to maximum loan tenure/age capping & linked loan norms (as per company policy).
f) Customers may also opt to pre-pay in full or part-pay the loan upon receipt of the intimation of the RPLR/NRPLR change & the same will be processed by the company in line with the pre-closure/part-payment process & pre-closure charges, as applicable.
g) Customers may also opt to convert their loan account from floating to fixed rate once during the loan tenure by paying applicable conversion charges as indicated in the schedule of charges.
h) In case no response received within the stipulated timeframe as per facility documents from the date of intimation on any of the above options, company shall impact the RPLR/NRPLR change as per the contractual terms.
i) In case of semi fixed loans Post completion of the Fixed Rate tenure, Loan will be converted in to Floating rate basis and linked to TCHFL RPLR/NRPLR prevailing at that time.
j) PMAY Urban - CLSS (Credit Linked Subsidy Scheme) as implemented by MoHUA (Ministry of Housing and Urban Affairs) stood discontinued on July 21, 2021, for MIG (Middle Income Group) category and March 31, 2022, for EWS (Economically Weaker Section) and LIG (Lower Income Group) categories. Subsequently, based the contours of the earlier discontinued scheme, The Government of India has relaunched the scheme under PMAY Urban 2.0 ISS (Interest Subsidy Scheme). The categories being covered under the said scheme continue to remain the same. The scheme is implemented for a period of 5 years with effect from September 1st, 2024, unless otherwise as notified by The Government of India.
k) TCHFL shall issue the annual outstanding balance statement to the Borrower at the request within 7 working days. However, to know the current outstanding balance customer can get in touch at 1860 267 6060 or write us on customercare.housing@tatacapital.com

B – SECURITY / COLLATERAL FOR THE LOAN

Property Description	
Guarantee: **Name of the guarantor/s (If/any)**	
Other security interest (If any)	

C - FEES & CHARGES

Sr. No.	Subject	Name of Fee / Charge Levied	When Payable	Frequency	Applicable Charges
1	Home Loan (Salaried, Self-Employed Professionals, Self Employed Non-Professionals)	Processing Fee	At application	Once	Up to 3.00% of the loan amount + GST (Up to ₹10,100 + GST upfront and balance at the time of disbursement) Min retention amount in Home Loan to be ₹5100 + GST or IPF whichever is lower. **if the Processing Fees is paid via digital wallet, 2% service charge will be levied on such processing fee.*
2	Statutory Charges	Stamp duty/MOD/MOE/registration	On fixing of disbursement/change or addition of security	As may be applicable	As applicable in the respective States + GST
3	**Penal Charges**	**Penal Charges on Defaulted Amount**	**On accrual**	**Monthly**	**2.00% P.M (24% P.A) on the defaulted amount**
		Dishonour Charges/Payment Instrument/Mandate rejection	**On Cheque/Mandate Dishonour**	Monthly	**Rs 700/- per instance**
		Non creation/perfection of security	**Event**	**As may be applicable**	**Applicable Charges mentioned in below table**

PDD Type	Charges
Final Sale Deed	**Rs 5000/- per month**
Permission to Mortgage/NOC from authorities/MOE/MODT/NOI	
Registration of Charge (ROC)/CHG - 1	
Revised NACH / ECS debit mandate registration wherever existing mandate is invalid / inactive / bank account closed / bank account frozen	**₹ 700/- per month (will be levied from the day the document is due till the same is not submitted)**

4	Rate Switch Charges (For Salaried & SENP)	Conversion Fees	Event	On conversion for customer-initiated requests only	Up to Rs. 12,000/- + Applicable GST per instance
5	Foreclosure Statement issuance charges	Miscellaneous Charges	Event	For customer-initiated requests only	Rs 500/- + GST per instance
6	List of Documents	Miscellaneous Charges	Event	For customer-initiated requests only	Rs 500/- + GST per instance
7	Document Retrieval Charges	Miscellaneous Charges	Event	For all cases under Foreclosure / Termination/ Customer Request	Rs 5000/- + GST per instance
8	PDC Charges (Repayment mode other than ECS / NACH)	Miscellaneous Charges	Event	One-time charge	Rs 750/- per instance (inclusive of GST)
9	Payment Instrument Swapping Charges	Miscellaneous Charges	Event	On every request	Rs 550/- per instance (inclusive of GST)
10	Loan Cancellation Charges	Cancellation Charges	Event	One-time charge for customer-initiated requests only	Rs 5000/- + GST per instance
11	Account Maintenance Charges	Maintenance Charges	Event	One-time charge	Rs.2000/- (inclusive of GST)
12	Legal Charges arising out of any legal proceedings	Charges	Event	-	As per Actuals + GST
13	Charges for copy of loan agreement	Miscellaneous Charges	Event	On Request	Rs. 250/- per instance (inclusive of GST)
14	Legal and Technical Charges	Charges	Event	-	Up to Rs. 5,900/- (inclusive of GST)
15	Physical Copy - Statements of Accounts (SOA)	Miscellaneous Charges	Event	For Customer Initiated requests only	Rs 200/- + GST per instance
16	Physical Copy - Provisional and Final Interest Certificate	Miscellaneous Charges	Event	For Customer Initiated requests only	Rs 200/- + GST per instance
17	Physical Copy – Repayment Schedule	Miscellaneous Charges	Event	For Customer Initiated requests only	Rs 500/- + GST per instance
18	Any other statements / requests not specified in the list	Miscellaneous Charges	Event	For Customer Initiated requests only	Rs 500/- + GST per instance
19	Property Swapping charges* (Restriction of swapping up to 2 times only)	Miscellaneous Charges	Event	1st time property swap	Rs 10,000/- + GST
				2nd time property swap	Rs 20,000/- + GST

20	NOC Issuance Charges	Miscellaneous Charges	Event	For cases other than contract termination	Rs 500/- + GST per instance
20	Conversion charges for switching from fixed to Floating	Conversion Fees	Event	For Customer Initiated requests only	2.00% + GST of the principal outstanding + undisbursed amount (if any) per instance
21	Conversion charges for switching from Floating to Fixed	Conversion Fees	Once during the lifetime of the loan	Applicable at the time of rate reset only	1.00% + GST of the principal outstanding + undisbursed amount (if any) per instance
22	Photocopy of title documents	Miscellaneous Charges	Event	For Customer Initiated requests only	Rs 500/- + GST per instance

**Property swapping to be allowed subject to internal approval*

D – PRE – PAYMENT & FORECLOSURE CHARGES

Part payment will be allowed after commencement of the Monthly Instalment.

Rate Description	Party to the Agreement	Foreclosure Charges*		Partial Prepayment Charges
		Closure by Own Funds	Closure by Balance Transfer	Closure by Own Funds
Floating Rate Scheme	Individual or Non-Individual Borrowers /Co-borrowers	No Charges		
Fixed Rate Schemes	Individuals/ Non-individual Borrowers/Co-borrowers	No charges	2% + GST*	No charges

* In case of Semi-Fixed Loans (fixed for initial period and then floating), the Foreclosure/ Part payment norms will be applicable as per the status (fixed/floating) of the loans as on day.

E – HOME PLUS (IMGC) (If applicable)

Below mentioned charges are applicable for cases booked under Home Plus (IMGC) product.

(A) Admin Fees

Sanction Amount	Admin Fees/Charges
Upto 10 Lakhs	Rs 1000 + GST
Above 10 Lakhs upto 20 Lakhs	Rs 2000 + GST
Above 20 Lakhs upto 50 Lakhs	Rs 3000 + GST
Above 50 Lakhs	Rs 5000 + GST

(B) Mortgage Guarantee Fees

Loan to Value/Loan Amount	Salaried		Self employed	
	Loan amount (Upto and including Rs.75 Lakhs)	Loan amount (More than Rs.75 Lakhs)	Loan amount (Upto and including Rs.75 Lakhs)	Loan amount (More than Rs.75 Lakhs)
Up to (and including) 65%	0.95%	1.45%	1.05%	1.55%
Above 65% up to (and including) 75%	1.20%	1.65%	1.35%	1.80%
Above 75% up to (and including) 80%	1.40%	NA	1.65%	NA
Above 80% up to (and including) 90%	1.75%	NA	2.10%	NA
Above 90%	NA	NA	NA	NA

F – CONDITIONS FOR DISBURSEMENT OF LOAN

Please refer Loan Agreement & Sanction Letter for the same. The above charges supersede the charges mentioned in the Loan agreement.

**Insurance Details

Insurance of Property/Borrowers if applicable	For detailed terms, conditions, coverage, exclusions, and other specific policy-related information, customers are advised to refer to the respective insurance proposal form, as accepted during the onboarding process and policy document issued by the insurer on acceptance of proposal.

*** Insurance is subjected to acceptance of customer*

G – ANY OTHER TERMS & CONDITIONS FOR FULFILLMENT

H – REPAYMENT OF LOAN

Monthly Installment Amount	Rs	**Part Prepayment**	Rs
Mode of Repayment		**Full Prepayment**	Rs
No. of Installments		**Procedure for advance intimation of the changes in ROI / EMI**	The same will be intimated via SMS or Email
Repayment frequency by the borrower (Months/Year)			

Due date of EMI Repayment will be provided upon disbursement of loan in a form of Repayment/ Amortization schedule. The same shall be made available in the login section of the Tata Capital on our website https://www.tatacapital.com/home-loan.html

I – PROCEDURE FOR RECOVERY OF DUES

- Tele-calling to the Borrower / Co-Borrower after Dishonor of mandate for NACH/ECS / Auto debit or bouncing of cheques.
- TCHFL may reach out to you directly or through its Partner / LSP / DLA/Agency / representatives to remind you to repay your defaulted amounts by way of personal visit/meeting and/or SMS/phone/IVR or tele-calling.
- Loan Recall notice after happening of an Event of Default with notice period of 10 days.
- Initiation of legal action after 7 days' notice period for enforcement of mortgage.

J – CUSTOMER SERVICE

Branch Visiting Hours	10:00 am to 4:00 pm Monday to Friday 10:00 am to 2:30 pm on Saturday (Closed on 1St & 2nd Saturday) Excluding Sundays and Public Holidays
Customer Care Contact details – Email ID & Contact number	customercare.housing@tatacapital.com Customer Care No. 1860 267 6060 Timing- 9am to 8pm on all days excluding Sundays and public holidays
In case of any Insurance claim related queries, email us at	Insuranceclaim.TCHFL@tatacapital.com
Mail us at	Tata capital housing Finance Ltd. 11th Floor | A Wing | Peninsula Business Park | Ganpatrao Kadam Marg | Lower Parel | Mumbai 400 013

Interest Certificate Timeline TAT	2 working days
Loan Account Statement Timeline TAT	2 working days
Issuance of foreclosure statement (FC)	The foreclosure statement shall be provided within **15 working days or 21 calendar days, whichever is earlier**, from the date of request, subject to payment of applicable charges within 12 days from the date of request. The issued foreclosure statement shall remain valid for 15 working days from the date of issuance.
Issuance of List of Documents (LOD)	15 working days subject to payment of applicable charges in 12 days from date of request. (Note- List of documents issuance within 6 months for record purpose will be issued without any charges for the first-time issuance only. Charges are applicable even at the first instance if the list of documents request is raised along with foreclosure request)
Insurance policy cancellation related information	Please note that TCHFL has tied up with various insurance providers that cater to the insurance needs of the customer andto secure its loan. Accordingly, a free-look period of 30 days from the date of receipt of the policy document by the customer is provided by the Insurance provider w.e.f. April 1,2024 to assess and review the policy document and if dissatisfied with any of the terms and conditions, customer may request for cancellation of the policy stating the reasons for such cancellation. The refund of premium shall be initiated post deductions if any, as specified by the Insurer on amounts spent on medical check-up if any, stamp duty charges and proportionate risk premium. Note: Cancellation requests received post free look period may attract penal charges and will be processed as per the insurance provider policy norms on surrender value basis.
Loan Related Information	All critical loan related information like Principal outstanding, EMI, Balance loan tenure, Rate of interest (ROI) Break up of principal and interest as a part of repayment schedule is made available in our web portal for easy access under the section “Loan Details” & Quick links for statements download. Web portal link- https://retailonline.tatacapital.com/#/login
TAT for handover of original property documents post loan closure will start from the date of account closure. For all other requests, TAT starts after completion of all the documents and submission of fee (if any); TAT does not include Saturday, Sunday and Public Holidays** By accessing the customer portal on our website https://www.tatacapital.com/home-loan.html the interest certificate can be readily downloaded directly from your end, details of which are available on the “Welcome letter”	
Visit our website to check FAQ’s https://www.tatacapital.com/contact-us/retail-service-faqs.html	
Kindly click on below link to refer Fair practice & code which TCHFL follow: https://www.tatacapital.com/tchfl.html	
Self-service option in customer portal Portal Link- https://www.tatacapital.com/contact-us/retail-service-faqs.html Visit online web portal to download below loan related statements: Statement of account Repayment schedule. Provisional interest certificate. Final Interest certificate.	
QR code for service app download	

K - PROCEDURE TO OBTAIN THE FOLLOWING INCLUDING TIMELINE

a. **Loan Account Statement**- Please visit our website www.tatacapital.com and log in to our customer portal through OTP-based login to download your loan account statement. Alternatively, you will also be able to request a statement of account instantly by accessing the self-service options by dialing our contact center number 1860 267 6060.

b. **Photocopy of the title documents** - Visit our nearest serviceable branch to place a request for a photocopy of title documents. Kindly note that since this involves retrieval of original documents, this would attract charges of Rs. 500 + GST per contract which is the document retrieval charge. Post submission of the request at your nearest branch and payment of document retrieval charges, the request shall be processed within 14 working days.

Return of original documents on closure/ transfer of the loan. - Original Property Documents will be released within 14 working days from the date of account closure. We request all the property owners or power of attorney holder of the property owner (in case the property owner is a corporate entity or as may be applicable on a case-to-case basis) to visit the branch with the original KYC document to collect the same.**

Please note that property documents will be handed over post closure of all the linked loan contracts (if any) availed from Tata Capital Housing Finance Limited. Tata Capital Housing Finance Limited at its sole discretion may retain the original property documents offered as security under the Loan until all the linked contracts/any other loan with Tata Capital Housing Finance Limited is/are fully repaid and closed or in terms of the provisions of the loan agreement. In case of any registered charge created on the property by TCHFL as per the applicable state laws, we request the customer to kindly coordinate with the concerned SRO (Sub-Registrar Office) to take necessary appointment & intimate TCHFL with prior notice to ensure the charge is released within 30 days from date of full repayment. TCHFL shall send suitable intimation to customers upon loan termination & request them to initiate the process. In case of any delay from customers in coordinating with TCHFL to release the charge, TCHFL shall not be responsible or liable for the same in any manner.

L – GRIEVANCE REDRESSAL PROCEDURE

The below grievance redressal matrix is applicable to all individual and corporate borrowers. Further, the below matrix will also deal with the issue relating to services provided by outsourced agencies and recovery agents:

Note: Please be advised that for your grievance to be considered valid, you must follow the levels outlined in this grievance redressal policy. Any deviation from these levels will result in the issue not being treated as a valid escalation, and no differential resolution turnaround time (TAT) will be applied.

Turnaround time: Depending on the nature of the grievance, specific timelines have been set for the resolution. Grievances shall be resolved in a proper and time bound manner with detailed advice to the customer. The customer shall be kept informed in case of any delay envisaged in the resolution of the grievance beyond the stated timelines.

The below escalation matrix shall also apply for all insurance related grievances, and the Company shall take appropriate measures to ensure that all insurance related grievances are resolved within 14 days.

PART – A

Level 1	To redress their grievances, applicants/borrowers may write into customercare.housing@tatacapital.com or call on customer care no. 1860 267 6060. It is advised that the applicants/borrowers should mention the Loan Account Number and registered contact number in the subject line of the email. You will receive an acknowledgment/response within 7 business days.
Level 2	If you are not satisfied with the resolution provided after approaching level 1, we request you to our Grievance Redressal Officer/Nodal officer Mrs. Reshma Sethi at customerservice.head@tatacapital.com, contact no. 022-69682464. (Contact timing – 9:30 A.M. to 6:30 P.M., from Monday to Friday excluding public holidays). You may also write to the below address: Address:

	4th Floor, I think Techno Campus Building B, Off, 2, Pokhran Rd, Thane, Maharashtra 400607
Level 3	If you are not satisfied with the resolution provided to you, we request you to contact our Chief Grievance Redressal Officer/Principal nodal officer - Mr. Lav Sikri at gro.housing@tatacapital.com, contact no. 022-69682451 (Contact timing – 9:30A.M. to 6:30 P.M., from Monday to Friday excluding public holidays). You may also write to the below address: 17th Floor | B Wing | Peninsula Business Park Ganpatrao Kadam Marg Lower Parel | Mumbai 400 013
Level 4	If you are not satisfied with the resolution provided to you, we request you to contact the Managing Director at mdtchfl@tatacapital.com. You may also write to the below address: 11th Floor | A Wing | Peninsula Business Park Ganpatrao Kadam Marg Lower Parel | Mumbai 400 013
Level 5	In case you do not receive a response from us within a period of one month or are dissatisfied with the response received after following all the above steps, you can approach the Complaint Redressal Cell of the National Housing Bank through the following modes of communication: Online mode: The complainant may click on following link for registering complaint: https://grids.nhbonline.org.in Offline Mode: In offline/ physical mode by lodging complaint through post at the below mentioned address in the prescribed format available at the following weblink of NHB: https://www.nhb.org.in/grievance-redressal-officer/ Address: The Officer-in Charge, The Complaint Redressal Cell, Department of Regulation & Supervision National Housing Bank 4th Floor, Core - 5A, India Habitat Centre, Lodhi Road, New Delhi 110 003. The above details shall be clearly display in all the offices, branches and on the website of the Company

PART – B

Grievance Redressal for Digital Lending

The Principal Nodal Officer and also the escalation mechanism as mentioned above shall also deal with the FinTech / digital lending related complaints/ issues raised by the borrowers as also the complaints raised against the Digital Lending Applications (mobile and web-based applications with user interface that facilitate borrowing by a borrower including the Company's apps as well as those operated by lending service providers engaged by the Company for extension of any credit facilitation services).
Contact details of grievance redressal officers shall be prominently displayed on the websites of TCHFL, its Lending Service Providers (LSPs) and on Digital Lending Apps/Platforms (DLAs) and in the Key Fact Statement (KFS) provided to the borrower.
The facility of lodging complaint shall also be made available on the DLA and on the website of TCHFL / LSPs.

•The responsibility of grievance redressal shall continue to remain with TCHFL.

•If any complaint lodged by the borrower against TCHFL or the LSP engaged by TCHFL is not resolved by TCHFL within 30 days, the borrower can lodge a complaint over the Grievance registration & Information Database System (GRIDS)
Periodic review and monitoring of grievances received through digital / fintech partners shall be conducted.

Grievance from Persons with disabilities

All channels will be available for persons with disability to register their grievance. For walk-in customers, required assistance will be provided by the Customer Service Officer at the branch. The Company shall ensure redressal of grievances of persons with disabilities under the Grievance Redressal Mechanism as explained above.

Issuance of FC/LOD is chargeable request. Applicable charges should be paid within 12 days from date of request failing which FC/LOD will not be issued. Customer would be required to raise a fresh/new request for availing the services.

**In case the customer has raised request for FC/LOD, the company will contact the customer to obtain details/clarifications for processing the request. If the customer is not contactable and/or has also not paid applicable charges; the Company will initiate sufficient communications to the customer to provide alternate contact details or intimate the customer to contact the Company in connection with their FC/LOD request.
In case of non-receipt of the applicable pre-closure letter/list of documents issuance charges within the stipulated timeframe as mentioned above, the request will not be processed.
Customer would be required to raise a fresh/new request for availing the services and turn-around time of 15 working days shall apply

Our timings for below services are from **10 AM to 4 PM**
• Collection of Foreclosure cheque
• Handing over of Property Papers post Loan closure

*Foreclosure cheque/ payment will be accepted during the entire month excluding 1st & 2nd Saturdays, all Sundays & public holidays.
*Foreclosure Cheque/Payment will be accepted at Branches ONLY

The borrower shall intimate TCHFL, through valid customer service channels, of any change in their existing KYC details within 30 days of such change.

Any revision/addition to the contents of this KFS/MITC including revision in the charges shall be updated and uploaded on the website www.tatacapital.com from time to time. The customers are requested to visit the website and keep themselves updated of any such changes or variations. Additionally, we shall also intimate you of such changes on your registered email id & Mobile number via SMS. We request you to kindly ensure your contact details are updated.

Link to update Mobile no & Email id:
https://www.tatacapital.com/contact-us/retail-service-faqs.html

Please refer to the privacy commitment on:
https://www.tatacapital.com/content/dam/tata-capital/tchfl/tchfl_Privacy_Commitment.pdf

The above terms and conditions have been read by the borrower(s) or read over to the borrower(s) and have been understood by the borrower(s). All the fees and charges as mentioned in the document are non-refundable in nature. The borrower(s) accept that he/she will not be entitled for a refund from TCHFL for any reason whatsoever.

For Tata Capital Housing Finance Limited	Accepted by
	Sign Here
Authorized Signatory	**Borrower(s)**