



TATA CAPITAL HOUSING FINANCE LIMITED – TCHFL

KEY FACT STATEMENT/MOST IMPORTANT TERMS AND CONDITIONS - FOR HOME EQUITY

LOAN ID –

BORROWERS /CUSTOMERS

NAME(S)-

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

A - LOAN DETAILS

Loan Amount (Sanctioned Amount)	Rs	Determined on the basis of Credit appraisal of the profile, income and valuation of the security being offered	Purpose of Loan (End Use)	Business Use <input type="checkbox"/> Personal Use <input type="checkbox"/> (Please specify the use) - _____ _____
Rate of Interest	%	Prevailing Floating / Fixed / Dual Rate**	Reference Rate (RPLR)	%
Discount on RPLR	%		Reference Rate (NRPLR*)	%
Discount on NRPLR	%		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. Any reference given to NRPLR in this document also includes RPLR.
- 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 and/or loan tenure or EMI as the case may be.
- a. 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 tenure capping as per company policy).
- e. 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.
- f. 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.
- g. 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.
- h. 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.
- i. 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 - FEES & CHARGES - All amounts are inclusive of GST, except if mentioned separately.

Sr. No.	Subject	Name of Fee / Charge Levied	When Payable	Frequency	Applicable Charges
1	Home Equity Product	Processing Fee	At application	Once	Up to 2.00% of the loan amount + GST (Up to ₹5100 + GST upfront and balance at the time of disbursement) Min retention amount in Home Equity to be ₹10000 + GST or IPF whichever is lower. <i>*if the Processing Fees is paid via digital wallet, 2% service charge will be levied on such processing fee.</i>
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.
3	Penal Charges	Penal Charges on defaulted amount	On accrual	Monthly	2.36% P.M (Inclusive of GST)
		Cheque dishonour charges/rejection of NACH/ECS mandate	On Cheque/Mandate Dishonour	Depends on no. of Dishonours.	Rs 700/- for every Cheque dishonour/ rejection of ECS/ Auto debit/NACH Mandate
		Non creation/perfection of security	As per agreed Terms & Conditions		
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 each per contract
6	List of Documents	Miscellaneous Charges	Event	For customer-initiated requests only	Rs 500/- + GST each per contract
7	Document Retrieval Charges	Miscellaneous Charges	Event	For all cases under Foreclosure / Termination/ Customer Request	Rs 5,000/- + GST per contract
8	PDC Charges (Repayment mode other than ECS / NACH)	Miscellaneous Charges	Event	One-time charge	Rs 750/-

9	Payment Instrument Swapping Charges	Miscellaneous Charges	Event	On every request	Rs 550/-
10	Loan Cancellation Charges	Cancellation Charges	Event	One-time charge for customer initiated requests only	Rs 5,900/- per contract
11	Account Maintenance Charges	Maintenance Charges	Event	One-time charge	Rs.2000/-
12	Legal Charges arising out of legal proceedings	Charges	Event	-	As per Actuals
13	Charges for copy of loan agreement	Miscellaneous Charges	Event	On Request	Rs. 250/-
14	Legal and Technical Charges	Charges	Event	-	Rs. 5,900/- for cases up to 1 Cr and Rs. 11,800/- for cases > 1 Cr
15	Physical Copy - Statements of Accounts (SOA)	Miscellaneous Charges	Event	For Customer Initiated requests only	Rs 200/- + GST per contract
16	Physical Copy - Provisional and Final Interest Certificate	Miscellaneous Charges	Event	For Customer Initiated requests only	Rs 200/- + GST per contract
17	Physical Copy – Repayment Schedule	Miscellaneous Charges	Event	For Customer Initiated requests only	Rs 500/- + GST per contract
18	NOC Issuance Charges	Miscellaneous Charges	Event	For cases other than contract termination	Rs 500/- + GST per contract
19	Any other statements / requests not specified in the list	Miscellaneous Charges	Event	For Customer Initiated requests only	Rs 500/- + GST per contract
20	Property Swapping charges* (Restriction of swapping up to 2 times only)	Miscellaneous Charges	Event	1 st time property swap	Rs 10,000/- + GST
				2 nd time property swap	Rs 20,000/- + GST
21	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)
22	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)
23	Photocopy of title documents	Miscellaneous Charges	Event	For Customer Initiated requests only	Rs 500/- + GST per contract

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

D – OTHER KEY FACT TERMS (Applicable only for HL online, Loan service provider (LSP) & Digital lending applications (DLA))

Sr No	Parameter	Details
(i)	Loan amount	
(ii)	Total interest charge during the entire tenor of the loan	
(iii)	Other up-front charges, if any (a+b+c+d+e+f)	
(a)	Processing fees (if any)	
(b)	Insurance charges (if any)	
(c)	Insurance premium	
(d)	Value Added Services	
(e)	Broken Period Interest	
(f)	Account Maintenance Charges	
(iv)	Net disbursed amount ((i)-(iii))	
(v)	Total amount to be paid by the borrower (sum of (i), (ii) and (iii))	
(vi)	Annual Percentage Rate* - Effective annualized interest rate (in percentage) (computed on net disbursed amount using IRR approach and reducing balance method)	
Details About Contingent Charges		
(vii)	Rate of annualized penal charges in case of delayed payments (if any)	Refer Section B (Point 3)
(viii)	Rate of annualized other penal charges (details to be provided)	Refer Section B
Other Disclosures		
(ix)	Cooling off /look- up period during which Borrower shall not be charged any penalty on prepayment of loan	10 Days
(x)	Details of LSP acting as recovery agent and authorized to approach the borrower	Not applicable

*The figures and calculation are as on _____ and may vary based on the applicable date of disbursement

* All the charges above are inclusive of GST.

E – PRE – PAYMENT & FORECLOSURE CHARGES

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

Rate Description	Party to the Agreement & Purpose	Foreclosure Charges*		Partial Prepayment Charges
		Closure by Own Funds	Closure by Balance Transfer	
Floating Rate Scheme	Individual Borrower with end use other than business	NIL		
	Individual Borrower with end use as business	4% + GST*	4% + GST*	4% + GST* on Prepaid Amount Over 25% of Principal O/S as on 1 st April of the respective Financial Year
	Non-Individual Borrower irrespective of end use	(Irrespective of individual or non-individual Co-borrowers)		
Fixed Rate Schemes	Individuals/ Non-Individuals	4% + GST*	4% + GST*	4% + GST* on Prepaid Amount Over 25% of Principal O/S as on 1 st April of the respective Financial Year

* 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.

BUSINESS USE DEFINITION:

The following loans & purposes shall be classified as Business use and pre-closure charges shall be applied as per the above GRID:

1. Lease rental discounting loans (LRD)
2. Loan against property, Home Equity availed for Business Purpose i.e., Working capital requirement, Business expansion, Debt consolidation, Repayment of Any business loan or Home Equity or LAP loan (Balance Transfer), Acquisition of Business asset or any similar usage of funds towards business.
3. Purchase of Non-residential property (NRP loan)
4. Top-up loan availed for Business purpose-i.e., Working capital, Debt consolidation, Repayment of business loan, Business expansion, Acquisition of any business asset or any similar usage of funds.

Borrowers are requested to refer to the latest MITC updated in our website www.tatacapital.com for the latest charges applicable on prepayments.

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.

G – SECURITY / COLLATERAL FOR THE LOAN

1	Property Description	
2	Guarantee: Name of the Guarantor/s (if any)	
3	Other Security Interest (if any)	

H – ANY OTHER TERMS & CONDITIONS FOR FULFILLMENT

I - REPAYMENT OF LOAN

Monthly Installment Amount	Rs	Part Prepayment	Rs
Mode of Repayment		Full Prepayment	
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 a 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>

J – PROCEDURE FOR RECOVERY OF DUES

- Tele-calling to the Borrower / Co-Borrower after dishonor of mandate for NACH/ ECS / Auto debit or bouncing of cheque.
- 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.

K – CUSTOMER SERVICE

Branch Visiting Hours	10:00 am to 5:00 pm Monday to Friday 10:00 am to 2:30 pm on Saturday (Closed on 1 st & 2 nd 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
*Interest Certificate Timeline TAT	3 working days
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
*Loan Account Statement Timeline TAT	3 working days
**Issuance of foreclosure statement TAT	15 working days subject to payment of applicable charges in 12 days from date of request. “The foreclosure statement shall be valid for 15 working days from the date of issuance of the letter
**Issuance of List of Documents TAT	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 and also to secure its loan. Accordingly, a free-look period of 15 days from the date of receipt of the policy document by the customer is provided by the Insurance provider 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
Note: Foreclosure letter and list of documents requests can be raised only through our contact center number 1860 267 6060 or through our customer web portal link https://retailonline.tatacapital.com/ or through customer mobile application. You can login to our portal and customer mobile application through OTP based login. You can login to our portal through OTP based login. This is a chargeable request and for details of foreclosure and list of documents issuance charges please refer to the Fees and Charges in the above table for details of the charges	
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, Sundays and Public Holidays **	
By logging in to our customer portal” 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



L - 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

M – GRIEVANCE REDRESSAL PROCEDURE

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. You will receive an acknowledgment/response within 7 days of receiving your communication.
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 You will receive a response within 4 business days.

Level 3	<p>If you are not satisfied with the resolution provided at level 2, we request you to contact our Chief Grievance Redressal Officer/Principal nodal officer Mr. Ajai Shukla at gro.housing@tatacapital.com</p> <p>You will receive a response within 3 business days.</p>
Level 4	<p>If you are not satisfied with the resolution provided to you at level 3, we request you to contact the Managing Director at mdtchfl@tatacapital.com</p> <p>You will receive a response within 2 business days.</p>
Level 5	<p>In case you do not receive a response from us within a period of 30 days or are dissatisfied with the response received after following all the above steps, you can approach the regulatory authority of Housing Finance Companies- the National Housing Bank- at the address given below:</p> <p>The Officer-in Charge, National Housing Bank Complaint Redressal Cell` Department of Supervision National Housing Bank, 4th Floor, Core-5A, India Habitat Centre, Lodhi Road, New Delhi - 110 003. Website: www.nhb.org.in</p>

PART – B

Details of the Nodal Grievance Redressal Officer designated specifically to deal with **FinTech/ digital lending related complaints/ issues:**

Mrs. Reshma Sethi

Deputy Vice President - CRM

Address: Unit No. 701, 7th floor, Tower A, Embassy 247, LBS Marg, Vikhroli West, Mumbai, Maharashtra 400083

Contact no: 1860 267 6060

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 the absence of any communication from the customer and/or non-payment of applicable charges, the request will not be processed. Customer would be required to raise a fresh/new request for availing the services.

Our timings for below services are from **10 AM to 5 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.

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/pdf/footer/Privacy_Compmitment.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

Authorized Signatory

Borrower(s)

Sign Here