

CAPITAL INDIA HOME LOANS LIMITED
MOST IMPORTANT TERMS AND CONDITIONS

LAN -
NAME OF THE BORROWER(S) -

Following are the MOST IMPORTANT TERMS and CONDITIONS agreed between the Borrower(s) and CAPITAL INDIA HOME LOANS LIMITED (CIHL).

Details of the Loan:

Loan Amount, Rate of Interest (ROI), Type of ROI, Tenure of the Loan, Security (as applicable) and Repayment Terms shall be as specified in the sanction letter and the schedule of the loan agreement.

Fees & Charges: - (excluding GST / applicable taxes)

Sr. No.	Subject	Name of Fee / Charge Levied	When Payable	Frequency	Applicable Charges
1	Secured & Unsecured Loan	Application Fees	At application	Once	Up to 4% of the loan amount.
2	Statutory Charges (applicable in case of Secured Loan)	CERSAI (for original filing and modification)	At the time of disbursement	Once	For Loans up to Rs.5 Lacs - Rs.50/- (per filing / modification). For Loans above Rs.5Lacs - Rs. 100/- (per filing / modification).
3	Statutory Charges	Stamp duty charges	At the time of disbursement	Once	As applicable in the respective States.
4	Overdue Charges /Late Payment Charges	Additional interest /Overdue Charges	On accrual	Monthly	24.00% per annum overand above prevailing interest rate.
5	Rate Switch / Conversion Charges (Floating to Fixed Rate of Interest or Vice versa)	Conversion Fees	Event	On conversion	Upto 5% +GST on the Principal Outstanding (POS)
6	Cheque dishonor charges/rejection of NACH/ECS mandate	Miscellaneous Receipts	On Cheque/Mandate Dishonor	Depends on no. of Dishonor	Rs 500/- for every Cheque dishonor/ rejection of ECS/ Auto debit/NACH Mandate
7	Providing List of Documents	Miscellaneous Receipts	Event	For Customer Initiated Request only	Up to Rs 500/- per contract
8	Loan Agreement & Document Retrieval Charges	Miscellaneous Receipts	Event	For Customer Initiated Request only	Rs 2000/- per request.
9	Swapping Charges (ECS / NACH to PDC)	Miscellaneous Receipts	Event	On every request	Rs 1000/-
10	Loan Cancellation Charges	Cancellation Charges	Event	One time charge	Rs 10000/- per contract
11	Collection/ Recovery	Charges	Event	-	As per Actuals
12	Legal Charges	Charges	Event	-	As per Actuals
13	Additional Processing Feesfor Credit Life & General Insurance	Admin Fees	At the time of disbursement	If Applicable	Up to Rs. 2000/-

14	Statement of Account	Miscellaneous Receipts	Event	On every request	Rs. 500/-
15	Foreclosure Letter	Miscellaneous Receipts	Event	On every request	Rs. 500/-
16	Re-sanction Fees	Miscellaneous Receipts	Event	On every request	Up to Rs. 2500/-

Pre – Payment & Foreclosure Charges (excluding GST / applicable taxes)

RATE DESCRIPTION	PARTY TO THE AGREEMENT	FORECLOSURE CHARGES		PARTIAL PREPAYMENT
		CLOSURE BY OWN FUNDS	CLOSURE BY BALANCE TRANSFER (BT)	CLOSURE BY OWN FUNDS
FLOATING RATE SCHEMES	ALL INDIVIDUALS	NO CHARGES	NO CHARGES	NO CHARGES
	EVEN 1 NON INDIVIDUAL	5%	5%	5% ON PREPAID AMOUNT OVER 25% OF PRINCIPAL O/S
FIXED RATE SCHEMES (Home Loan)	ALL INDIVIDUALS	NO CHARGES	5%	NO CHARGES
FIXED RATE SCHEMES (Home Loan)	EVEN 1 NON INDIVIDUAL	5%	5%	5% ON PREPAID AMOUNT OVER 25% OF PRINCIPAL O/S
FIXED RATE SCHEMES (Non Home Loan)	INDIVIDUAL /NON INDIVIDUAL	5%	5%	5% ON PREPAID AMOUNT OVER 25% OF PRINCIPAL O/S
<p>*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.</p> <p>*In (Even one Non-Individual & Fixed Rate Schemes) case of foreclosure of the Loan, any Principal Amounts that have been prepaid in preceding 12 (Twelve) months from the date of the proposed foreclosure will have Prepayment charges, as specified in the Sanction Letter, on all Principal Amounts prepaid during the preceding 12 (Twelve) months and the foreclosure amount.</p>				

(The charges mentioned at clause A and B shall supersede the charges mentioned in the loan agreement.)

Insurance: The Borrowers(s) may have to avail an adequate insurance cover for the properties offered as a security and/or for the life of the Borrower(s) as may be stipulated by the CIHL at the time of the sanction of the Loan. The Borrower(s) are free to avail such insurance cover from the insurers of their choice. The Borrower(s) may also avail the services provided by the CIHL for availing the insurance cover.

Conditions for Disbursement of Loan:

The obligation of the CIHL to make disbursement of the Loan (or any part thereof) shall be subject to fulfillment of the following conditions:

- In case the end use is inter alia for the purchase of the properties, then the Borrower(s) shall have fully paid their own contribution for the purchase / construction of such properties (i.e., the cost of such properties less the Loan), unless otherwise specifically permitted by the CIHL.
- No event of default (as stipulated in the loan agreement) shall have occurred and / or subsisting.
- Payment of the processing fees and all charges, costs, etc., incurred by the CIHL, its agents, employees and / or its affiliates, prior to the disbursement of the Loan.
- Execution and delivery to the CIHL of all the loan documents, and such other documents as may be prescribed by the CIHL, in a form and manner satisfactory to the CIHL.
- Creation and perfection of the security (if applicable) in favour of the CIHL, of such ranking as may be acceptable to the CIHL, completion of all filings required to be made and actions required to be taken for the creation and perfection of such security.
- Providing of the guarantees by the guarantors, as applicable in favour of the CIHL, as may be acceptable to the CIHL and completion of and actions required to be taken in relation thereto.
- Submission of all original title and ownership documents along with the copies of sanction plan, permission, completion certificate, occupancy certificate from the concerned authorities (as applicable), and all other documents, in respect of the properties, to the complete satisfaction of the CIHL.
- No extra-ordinary or any other circumstances shall have occurred, which may, in the sole opinion of the CIHL, make it improbable for the Borrower(s) and / or the guarantor(s) to fulfill their obligations under the loan documents.
- The Borrower(s) and the guarantor(s) (as applicable) shall have furnished, to the complete satisfaction of the CIHL, all consents, approvals and permissions of any Person, authority or otherwise, that are required to be obtained, under applicable laws or any agreement or instrument binding upon them or any of them or any of their assets, for availing of the Loan and for creation of the security in such form and manner as may be satisfactory to the CIHL.

Brief procedure to be followed for recovery of over dues

- (a) If one or more of the Events of Defaults shall have occurred, then, the CIHL, by a written notice to the Borrower may declare the principal and all accrued interest and charges on the Loan which may be payable by the Borrower under or in terms of the Agreement and/or any other agreements, documents subsisting between the Borrower and the CIHL, as well as all other charges and due to be due and upon such declaration the same shall become due and payable forthwith and the security in relation to the Loan and any other loans shall become enforceable, notwithstanding anything to the contrary in the Agreement or any other agreement/s or documents. On occurrence of any of event of default, the CIHL shall have right to recall the entire outstanding loan amount with all other charges and interest and the Borrower, Co-borrower, Guarantor will be liable to forthwith repay such loan amount without any demur or protest.
- (b) If any Event of Default or any event, which, after the notice or lapse of time or both, would constitute an Event of Default shall have happened, the Borrower shall forthwith give to the CIHL notice thereof in writing specifying such Event of Default, or such event.
- (c) In the Event of Default, the CIHL shall be entitled to communicate, in manner it may deem fit, to or with any person or persons with a view to receiving assistance of such person or persons in recovering the defaulted amounts including but not limited to visiting the Property and/or place of work of the Borrower.
- (d) The CIHL will be entitled to exercise all its rights as specified in the loan agreement and other related documents executed between the Borrower and the CIHL.
- (e) 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, is followed purely under the directions laid down under the respective law. Intimations / Reminders/ Notices(s) are given to customer/s prior to initiating appropriate legal steps for recovery of overdues, by the various legal tools like Negotiable Instruments Act, Civil Suit, SARFAESI Act etc.

Customer Services:

The Borrower(s) may avail the services by contacting the CIHL at the details given below:

Branch Visiting Hours	10:00 am to 6:30 pm Monday to Friday (Closed on all Saturday & on Public Holidays)
Customer Care Contact details	customercare@capitalindia.com Help Line No. +9102245036000

Process of filing the Complaint by the Customers:

The Customers who intend to file the Complaint, shall file the same in the following manner:

Primary Level:

The Customers who intend to file a Complaint, may file their Complaints with the CIHL by using any of the following channels between 10:00 am to 6:30 pm on any working day of the CIHL and furnishing complete details in relation to such Complaint:

- (a) Register the Complaint in a complaint register which is available at all regional / branch offices of the CIHL;
- (b) Email at customercare@capitalindia.com
- (c) Call on +91-022-45036000, the dedicated customer service helpline number of the CIHL; or
- (d) Write to the CIHL at the below mentioned address:
Capital India Home Loans Limited
Level - 20, Birla Aurora,
Dr. Annie Besant Road,
Worli, Mumbai - 400030

Secondary Level:

In case, the Complaint is not resolved within 7 (Seven) working days from the date of filing of the Complaint or the Customer is not satisfied with the response or the resolution provided to the Customer at Primary Level, the customer may escalate the Complaint to the Nodal Officer of the CIHL in writing. The details of the Nodal Officer of the CIHL are as follows:

Nodal Officer, Capital India Home Loans Limited
Level - 20, Birla Aurora,
Dr. Annie Besant Road,
Worli, Mumbai - 400030
Contact No: +91-022-45036000
Email: service@capitalindia.com

Third Level:

In case, the Customer is not satisfied with the response or the resolution provided to it by the Nodal Officer of the CIHL at Secondary Level, or the Complaint is still not resolved within the period of 14 (Fourteen) working days from the date of receipt of the Complaint by the Nodal Officer of the CIHL, the Customer may appeal to the Officer-in-Charge of the Department of Regulation & Supervision, NHB at:

Complaint Redressal Cell.

Department of Regulation & Supervision.

National Housing Bank.

4th Floor, Core 5A, India Habitat Centre, Lodhi Road, New

Delhi - 110 003.

<https://grids.nhbonline.org.in/>

[Email:crccell@nhb.org.in](mailto:crccell@nhb.org.in)

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).

For **Capital India Home Loans Limited**

Accepted by

Authorized Signatory

Borrower(s)

Date: