



SECURED / UNSECURED LOAN

CAPITAL INDIA HOME LOANS LIMITED
MOST IMPORTANT TERMS AND CONDITIONS

LAN / DEAL No: _____

NAME OF THE BORROWER(S) : _____

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	Name of the Product		
3	Purpose of Loan		
4	Reference Rate (CHRR*)	%	
5	+/- Spread on CHRR	%	
6	Applicable Rate of Interest	%	Prevailing Rate - Floating ☐ Fixed ☐
7	Loan Tenure	Months	

Note – *CHRR is Capital India Home Loan Reference Rate

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

Security / Collateral for the Loans.

Property Description	
Guarantee. Name of the Guarantor/s (if any)	
Other Security interest (if any)	

Insurance Details; (Yes or No)

Insurance of Property (if Applicable)	
Insurance of Borrowers(s) (if Applicable)	

Repayment of Loan

Monthly Installment Amount	Rs.
Installment Type	Monthly
Mode of Repayment	
No-of Installments	
Procedure for advance intimation of the changes in ROI/EMI	The same will be intimated via SMS, Email, through Letter and Updation on Capital India Home Loans Website

Applicant(s) Name : _____

Guarantor(s) Name : _____

Signature: _____

Authorised Signatory (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.

The reset date shall be effective from the next day of EMI Due Date of the following month in which CIHL Reference/ benchmark rate(s) is changed. CIHL rates of interest are linked to benchmark rate(s) of CIHL depending on the nature and purpose of the loan.

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

Sr No..	Subject	Name of Fee / Charge Levied	When Payable	Frequency	Applicable Charges
1	Moratorium	Moratorium	If Applicable	Once	As per the Policy
2	PMAY Subsidy	PMAY Subsidy	If Eligible	Once	As per the Norms
3	Secured & Unsecured Loan	Login Fees	At application	Once	Up to Rs. 5000/- (Non-Refundable)
4	Secured & Unsecured Loan	Application Fees	Before Disbursement	Once	Upto 4% of the Loan amount (Non-Refundable)
5	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.5 Lacs - Rs. 100/- (per filing / modification).
6	Statutory Charges	Stamp duty charges	At the time of disbursement	Once	As applicable in the respective States.
7	Overdue Charges /Late Payment Charges/Penal Charges	Delay Payment Charges	On accrual	Monthly	24.00% per annum for no. of days delayed from due date
8	Rate Switch / Conversion Charges (Floating to Fixed Rate of Interest or Vice versa)	Conversion Fees	Event	On conversion	Upto 5% on the Principal Outstanding (POS)
9	Cheque dishonor charges/rejection of NACH mandate	Miscellaneous Receipts	On Cheque/Mandate Dishonor	Depends on no. of Dishonor	Rs 500/- for every Cheque dishonor/ rejection of Auto debit/NACH Mandate
10	Loan Agreement & Document Retrieval Charges	Miscellaneous Receipts	Event	For Customer Initiated Request only	Rs 2000/- per request.
11	Swapping Charges (ECS / NACH to PDC)	Miscellaneous Receipts	Event	On every request	Rs 1000/-
12	Loan Cancellation Charges	Cancellation Charges	Event	One time charge	Rs 10000/- per contract (Non-Refundable)
13	Collection / Recovery	Charges	Event	-	As per Actuals
14	Legal Charges	Charges	Event	-	As per Actuals
15	Legal and Technical Charges	Charges	In case of Re-sanction	Once	Upto Rs.10000/- (Non-Refundable)
16	Providing List of Documents (LOD)	Miscellaneous Receipts	Event	For Customer Initiated Request only	Rs 500/-
17	Statement of Account	Miscellaneous Receipts	Event	On every request	Rs. 500/-
18	Foreclosure Letter	Miscellaneous Receipts	Event	On every request	Rs. 500/-
19	Re-sanction Fees	Miscellaneous Receipts	Event	On every request	Up to Rs. 2500/-

** On First Request Free Statement of Account will be provided, thereafter for every Subsequent Request Rs.500/- with 18% GST will be applicable

Applicant(s) Name : _____

Guarantor(s) Name : _____

Signature: _____

Authorised Signatory (CIHL): _____

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

RATE DESCRIPTION	PARTY TO THE AGREEMENT	FORECLOSURE CHARGES		PARTIAL PREPAYMENT
		CLOSURE BYOWN FUNDS	CLOSUR BY BALANCE TRANSFER (BT)	
FLOATING RATE SCHEMES (Home Loan)	INDIVIDUALS / NON-INDIVIDUAL	NO CHARGES		
FLOATING RATE SCHEMES (Non - Home Loan)	INDIVIDUALS / NON-INDIVIDUAL –with end use as business	5%		
FLOATING RATE SCHEMES (Non - Home Loan)	INDIVIDUALS / NON-INDIVIDUAL –with end use other than business	NO CHARGES		
FIXED RATE SCHEMES (Home Loan)	INDIVIDUALS / NON-INDIVIDUAL	NO CHARGES	5%	NO CHARGES
FIXED RATE SCHEMES (Non-Home Loan)	INDIVIDUALS / NON-INDIVIDUAL	5%		5% ON PREPAID AMOUNT OVER 25 % OF PRINCIPAL O/S PAID IN PRECEDING 12 MONTHS
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, Debit consolidation, Repayment of business loan, Business expansion, Acquisition of any business asset or any similar usage of funds.

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. Insurance is a subject matter of solicitation and therefore, optional for the Borrowers to avail these insurance covers through CIHL.

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:

- (a) 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.
- (b) No event of default (as stipulated in the loan agreement) shall have occurred and / or subsisting.
- (c) 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.
- (d) 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.
- (e) 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.
- (f) 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.
- (g) 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.
- (h) 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.
- (i) 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.

Applicant(s) Name : _____

Guarantor(s) Name : _____

Signature: _____

Authorised Signatory (CIHL): _____

Procedure to be followed for recovery of over dues.

- Tele – calling to the Borrower/ Co-borrower after Dishonor of mandate for NACH/ECS / Auto debit or bouncing of cheques.
- Field visit by the collection representative at the address of the Borrower / Co-borrower.
- 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.

Annual Outstanding Balance Statement:

CIHL will issue the Annual Outstanding Balance Statement along with Annual Income Tax Certificate for the preceding Financial Year to all Loan Borrowers in the first quarter of every Financial Year i.e latest by 30th June.

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)
Details of Customer Service	1. Contact to the branch manager/branch in charge of the branch nearby you. 2. Call to our Customer care No:- +91-022-45036000 3. You can also write to our Customer care EMail ID customercare@capitalindia.com

Process of filing the Complaint by the Customers:

Level 1 (Primary Level)	To redress their grievances, applicants/borrowers may Email at customercare@capitalindia.com or Call on +91-022-45036000. You will receive and acknowledgement / response within 7 days of receiving your communication.
Level 2 (Secondary Level)	If you are not satisfied with the resolution provided or if you do not receive any response within 15 working days, we request you to contact our Nodal Officer – Dinesh Hadkar Level -20, Birla Aurora, Dr. Annie Besant Road, Worli, Mumbai – 400030 service@capitalindia.com
Level 3 (Third Level)	If you are not satisfied with the Resolution provided or if you do not receive any response within 15 working days, we request you to contact the Complaint Redressal Cell 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/

You Can Collect the Following Documents by Visiting our Branch and Submitting your Request; timelines are mentioned for the same :

Sr. No	Transactions	Time Norms
1	Loan Account Statement	Within 7 working days
2	Photocopy of the title documents	Within 15 working days
3	Payment Receipt of EMI	Over the counter
4	Foreclosure of Loan	Within 14 working days
5	Return of Original document on closure of the loan	Within 30 working days
6	No Objection Certificate	Within 30 working days

** In case the customer has raised request for FCL/LOD, the company will contact the customer to obtain details/ clarifications for processing the request the TAT to handover the FCL/ LOD is 14 working days from the date of request raised in Capital India Home Loans Ltd Branch.

** The Collection of Foreclosure Cheque/ NEFT/RTGS will be done in branch form 10:00 am to 6:30 pm Monday to Friday (Closed on all Saturday & on Public Holidays)

** Post Loan Closure the Property Documents will be Handover to Borrower(s) within 30 working days from the date of Loan Closure.

Applicant(s) Name : _____

Guarantor(s) Name : _____

Signature: _____

Authorised Signatory (CIHL): _____

Any Revision / Additions of contents in MITC shall be updated and uploaded on the website <https://capitalindiahomeloans.com/> from time to time. The customers are requested to visit the website and keep themselves updated of any such changes or variations.

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). "WE HAVE RECEIVED ORIGINAL MITC & LOAN AGREEMENT"

For Capital India Home Loans Limited	Accepted by
Authorized Signatory	Borrower(s)
Date:	

Applicant(s) Name :	
Guarantor(s) Name :	
Signature:	Authorised Signatory (CIHL):