

## MOST IMPORTANT TERMS AND CONDITIONS

### 1. **Loan**

Details of the Loan Amount sanctioned, Loan Tenure, Rate of Interest, Installment Type, EMI Amount, Total no. of Installments, Installment due date and Purpose of the Loan are as mentioned in the preceding section(s) of the Sanction Letter.

### 2. **Fees and other charges\*:**

Rate of Interest	8.50%-22.00% basis the product category and risk categorization of borrower(s)
Login fees(Initial Money Deposit)	Rs. 1,000 - Rs. 5,000 depending upon the product type and loan amount (to be paid at the time of login). Login valid till 180 days from login date, post which login fee to be paid again by borrower
Processing fees	As mentioned in the preceding section(s) of Sanction Letter
Pre-payment charges / Foreclosure Charges	<p>Floating rate home loan and one of the borrower is an individual - Nil</p> <p>Floating rate LAP loan where purpose of loan is for business and borrowers are individuals and/or non-individual/s -</p> <ul style="list-style-type: none"> <li>• 4% + Applicable Taxes of principal prepaid if repaid from own Funds</li> <li>• 6% + Applicable Taxes of principal prepaid if repaid via Balance Transfer</li> </ul> <p>Floating rate Micro LAP loan where purpose of loan is for business and borrowers are individuals and/or non-individual/s -</p> <ul style="list-style-type: none"> <li>• 6% + Applicable Taxes of principal prepaid if repaid from own Funds</li> <li>• 8% + Applicable Taxes of principal prepaid if repaid via Balance Transfer</li> </ul> <p>Fixed Rate Loans</p> <ul style="list-style-type: none"> <li>• Full repayment of home loan by individual borrowers - 6% + Applicable Taxes of principal prepaid if repaid via Balance Transfer; NIL in case closed from own funds</li> <li>• Part or full repayment of LAP Loan - 6% + Applicable Taxes of principal prepaid if repaid from own Funds</li> </ul>

	<ul style="list-style-type: none"> <li>8% + Applicable Taxes of principal prepaid if repaid via Balance Transfer</li> </ul> <p>Part or Full Prepayment of Loan (on Floating / Fixed Rate of Interest) by Corporates/Public Agencies/Builders/Legal Entities - As per Terms of Sanction Letter</p>
Penalty for Instrument return - Construction Finance to Builders/Corporates	1st time return Rs.5000/- 2nd time and onward return Rs.10000/-
Instrument return charges	Rs. 1,000/- per instance
Charges on account of non-submission/ Registration of PDC/NACH Mandate Form for EMI payment , per transaction	Rs. 2,000/- per transaction
<b>Penal Charges</b>	<b>36% p.a.(Inclusive of GST) i.e. 3% per month of the overdue / defaulted installments / amount for all type of loans.</b>
CERSAI fees	Rs. 50/- for loans up to 5 lacs & Rs.100/- for loans greater than 5 lacs (to be collected at the time of closure of the loan)
Change in loan tenor or EMI (other than due to part payment), addition / deletion of coborrower(s) post loan disbursement^	Rs.10,000/- per instance
Duplicate statement issuance Charges	Rs.250/- per instance
Switch Charges	Fixed to Variable- upto 4.0% of Loan outstanding Variable to Fixed- upto 2.0% of Loan outstanding
Conversion fees^	Upto 0.25% of loan outstanding for Home loans Upto 0.50% of loan outstanding for LAP loans
Photocopy of title deeds issuance charges	Rs.1,000/- per instance
Retrieval of title deeds	Rs.500/- per instance
Cheque/Instrument swap charges	Rs.500/- per instance
Amortization schedule issuance Charges	Rs.250/- per instance
Statement issuance Charges	Rs.250/- per instance

Duplicate interest certificate (provisional / actual) issuance charges	Rs.250/- per instance
Duplicate NOC Issuance Charges	Rs.250/- per instance
Issuance of LOD	Rs.500/- per instance
Issuance of Foreclosure Letter (FCL)	Rs.500/- per instance
Holding charges of original documents in closed accounts, beyond 30 days	Rs 500/- per month
EMI Collection - Visit Charges	Rs 1,000/- per visit
Mortgage Creation /Release Charges	As per the laws of the State where the property is located/ mortgage is being created.
Legal / Recovery / Incidental Charges	As per actual, applicable in the event of default.
Mortgage Guarantee Fee	Mortgage Guarantee fee; wherever applicable; is to be borne by borrower and is non- refundable.

***\*Above mentioned fees and charges are exclusive of GST, education cess and other Government taxes, levies etc. (unless specified otherwise), and subject to change at the sole discretion of Truhome Finance Limited. Any change in charges, would be uploaded on the website or intimated to the customer by letter/email/electronic message. Also, all the fees and charges mentioned above are non refundable in nature.***

**^Approval at discretion of Truhome Finance Limited**

3. **Interest Reset:** In case of floating rate, the rate of interest on the loan will be revised/ reset with revision in the company's Prime Lending Rate (PLR). Any revision in PLR will be notified to the Borrower via letter/ branch notification/ website/ email/ electronic message. The impact of change in ROI shall be given on loan tenor or EMI or both as the case may be depending upon the repayment capacity. Borrower will have option to switch from floating to fixed and to prepay, either in part or in full, at any point during the tenor of the loan.
4. Following are the various impacts due to rate reset:
  - a Revision in tenor with EMI constant
  - b Revision in EMI with tenor constant
  - c Revision in tenor and EMI

For a detailed understanding of impact of Rate change, you may refer our website.

5. **Moratorium/Subsidy:** Any subsidy/ moratorium offered under a Government scheme/ regulatory provision shall be subject to terms and conditions of such scheme. Apart from the same, the company does not provide any moratorium or subsidy, to individual borrowers.
6. **Security for the Loan:**

Mortgage of below mentioned property in favour of Truhome Finance Limited.

Property Address :

Guarantee :

Other Security :

The Security shall mean and include mortgage, guarantee and any other form of security as deemed fit by Truhome Finance Limited for securing the loan and submitted by the Borrower accordingly. Borrower shall be required to register the Memorandum of Deposit of Title Documents/Registration with the IGR as per the states laws. Truhome Finance Limited shall also register its charge in the records of CERSAI.

**7. Insurance of Property/Borrowers:**

**Property Insurance:** It is mandatory for the customer to obtain Property Insurance, fully insuring the property to be purchased/constructed against all losses, **unforeseen hazards like** damages on due to fire, riots and other natural calamities like earthquake, floods etc. and if required by Truhome Finance Limited against any other insurable risk for Home Loan/Addition Finance. Such Insurance Policy obtained by the borrower will be assigned in favour of Truhome Finance Limited.

**8. Life Insurance:** Borrower has the option to avail Life Insurance cover to the extent of the loan amount. The premium amount would vary depending on the age and health of the insurer, the term length, and other policy parameters.

**9. Health Insurance:**

Borrower has the option to avail health Insurance. The premium amount would vary depending on the age of the insurer and this is an optional opt in feature where customers of Truhome Finance Limited are eligible for enrolment under this scheme.

**10. Condition for disbursement of Loan:**

The Loan disbursement would be subject to satisfactory compliance of all terms and conditions as stipulated in the sanction letter, legal opinion report, technical verification report, creation of security, furnishing of requisite statutory approvals of the property to be funded by Truhome Finance Limited. And in cases of construction of homes, disbursement will also be based on its stage of construction. Borrower shall intimate Truhome Finance Limited of any change in his employment/contact details.

The mode and manner of disbursement is left to the sole discretion of the Truhome Finance Limited. The disbursement of the Loan or any part thereof by the Truhome Finance Limited may be made to the Borrower, or directly to the developer/builder/construction company/contractor/seller of the Property, where applicable or any other concerned Person, as the Truhome Finance Limited may in its sole discretion, deem fit. In case the Loan being availed of by the Borrower is in replacement/switchover of a housing loan earlier availed of by the Borrower from another bank/financial institution, the disbursement of the Loan Amount or any part thereof by the Truhome Finance Limited may be made to the Borrower, or directly to such other bank/financial institution, as the Truhome Finance Limited may in its sole discretion, deem fit.

**11. Fair Practices Code & Procedure for intimation of the changes in rate of interest/EMI & other charges:**

The contents of the Fair Practices Code was explained by the Truhome Finance Limited officer in language understood by borrower and a copy of the code, at request, was provided to the Borrower. The code is also made available on the website of the Truhome Finance Limited and at every branch of the company. Further, as per the Fair Practices Code, the rate of interest & other charges are reviewed on periodic basis. In event of any change in rate of interest /EMI, Truhome Finance Limited will communicate the same to the

borrower via updating it on website/letter/email/electronic message or any other form of communication acceptable under extant guidelines, at the last known contact details, updated in our records. Such changes in interest rates and charges, if any, shall be made effective on prospective basis. Further, if such change is to the disadvantage of the customer, he/she may within 60 days and without notice close his / her account or switch it without having to pay any extra charges or interest.

## 12. **Procedure for recovery of overdue amount:**

In the event of non-payment of any scheduled dues to Truhome Finance Limited, e.g. EMLs, pre-EMLs, charges etc., the Borrower would receive intimation by SMS (on the mobile number registered with Truhome Finance Limited) and/or telephonic call and/or letter. Such unpaid dues would need to be paid within 7 days of the originally scheduled date, along with all penal and bounce charges, as listed out under the section "Fees and other charges".

In the event of the dues, remaining unpaid, in full or in part, after 7 days, Truhome Finance Limited shall, at its sole discretion, initiate legal action for its recovery.

Credit information relating to any customers account is provided to the Credit Information Bureau (India) Limited (CIBIL) or any other licensed bureau on a fortnightly basis. To avoid any adverse impact on the credit history with CIBIL, it is advised that the customer should ensure timely payment of the amount due on the loan amount.

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 Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 (SARFAESI Act) or under any other law, is followed purely as per the directions laid down under the respective law. Intimation/Reminders/Notice(s) are given to customer prior to initiating steps for recovery of overdue, under the Negotiable Instruments Act, Civil Suit as well as under the SARFAESI Act.

## 13. The rate of interest for loans may be changed, for identified loans, on the following scenarios, prospectively, based on the credit assessment methodology. The communication to the customer regarding the change shall be made as stated in paragraph 10 above.

- a) Frequent bounces or Delay in repayment of loan
- b) Credit deterioration in another loan with Truhome Finance Limited
- c) Credit deterioration reported by any another lender
- d) Deterioration in Bureau score
- e) Name appearing in negative list / defaulter list of RBI, NHB, etc.
- f) Inaccuracies or discrepancies found in any documents submitted to Truhome Finance Limited
- g) Deterioration in customers risk profile basis internal analytical assessment of the borrower/s by Truhome Finance Limited

## 14. **Date on which Annual Outstanding Balance Statement will be issued:**

Based on customers request, the annual outstanding balance statement will be issued after 30th April, for the last financial year within 15 working days from date of request from customer, subject to payment of Fees as per the tariff schedule.

#### 15. Customer Service:

- a) **Visiting Hour at the office :** 10.30 AM till 4.00 PM on all working days (Monday to Saturday) Closed on 2<sup>nd</sup> Saturday & Public Holidays
- b) **For any other queries,** you can contact us at our toll free number 1800-102-4345.
- c) **Procedure to obtain loan account statement, photocopy of the title documents, return of original documents on closure /transfer of loan:** - For obtaining any of above mentioned document borrowers are requested to provide a written request letter / application along with Online Payment / Demand Draft / Pay order / Cheque of amount mentioned in the above schedule of charges in favour of Truhome Finance Limited and submit it to nearest Truhome Finance Limited Branch.
- d) Foreclosure Letter shall be issued within 21 days upon receipt of request and payment of (FCL) issuance charges
- e) Truhome Finance Limited will return the original documents within 30 days from date of full foreclosure amount received in Truhome Finance Limited Loan Account. On closure of loan account you may collect the collateral documents from Home Branch within 30 day on receipt of full and final payment, if you intend to collect collateral documents from any other active branch of Truhome Finance Limited (list of active Branches are available on our Website) Please inform in advance to home branch or send a request to [contact@truhomefinance.in](mailto:contact@truhomefinance.in)

#### 16. Grievance Redressal Mechanism:

In a rare event of you not being satisfied with the services of Truhome Finance Limited or through its DSA/recovery agents, you may prefer to submit your grievances or queries, by following the grid, as given below:

#### **Branch / Toll Free Number/Email/ Mobile App / Customer Section over the website:**

The complainant can visit branch or call at 1800-102-4345 to register their complaint. The complaint can also be emailed at [contact@truhomefinance.in](mailto:contact@truhomefinance.in) or through the Truhome Finance Limited mobile app, which can be downloaded from play store

#### **Escalation Matrix:**

- f) **Escalation 1:** In case you are not satisfied with the response from the Company's Customer Service or the above channels, you can write to the Head- Customer Service at the following address (Please mention your Loan Account Number and Contact Number in the subject line):

#### **Head-Customer Service :**

- E-mail: [Ashwini.Upadhyay@truhomefinance.in](mailto:Ashwini.Upadhyay@truhomefinance.in)
- Phone no.: (022) 268118742
- Address: Truhome Finance Limited, 3rd Floor, C-Wing, Fortune 2000, C-2, G-Block, Bandra Kurla Complex, Mumbai - 400051

- b) **Escalation 2:** If you are still not satisfied, you can write to the Grievance Redressal Officer at the following address (Please mention your Loan Account Number and Contact Number in the subject line):



#### Grievance Redressal Officer

- Ms. Leena Joshi
- Email id: [leena.joshi@truhomefinance.in](mailto:leena.joshi@truhomefinance.in)
- Phone no: (022) 42410473
- Address: Truhome Finance Limited Level 3, Wockhardt Towers, East Wing, Bandra Kurla Complex, Mumbai - 400051 | Phone - (022) 42410400 | Fax - (022) 42410422 |

At each level of the above escalation matrix, the Company shall endeavour to send the **response within 7 (Seven) working days** of receiving escalation.

#### c) Escalation to National Housing Bank (NHB):

In case the customer does not receive the response from the Company within **one month** of making the first complaint or is dissatisfied with the response received, the customer may approach the Complaint Redressal Cell of NHB 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 post, the customer may write in prescribed format available at link <https://nhb.org.in/en/grievance-redressalofficer/> to the following address:

#### National Housing Bank (Complaint Redressal Cell) :

The Grievance Redressal Department  
National Housing Bank, 4th Floor, Core 5-  
A, India Habitat Centre Lodhi Road, New  
Delhi - 110 003

**It is hereby agreed that for detail terms and conditions of the loan, the parties hereto shall refer to and rely upon the loan and other security documents executed/to be executed by them.**

The above terms and conditions have been read by the borrower(s) read over to the borrower by Shri/Smt./Km. \_\_\_\_\_ of the company and have been understood by the borrower(s).

Accepted

(Signature or thumb impression of the Borrower(s))

Date :

Authorised  
Signatory Truhome  
Finance Limited  
Date :

The following are the additional terms and conditions to be compiled with by you:

1. The borrower(s) here by agree(s) and Confirms that Truhome Finance Limited shall have be absolute right to levy such charges as it may deem fit including but not limited to cheque bounce/ return and any another penal for the delayed/late payment or otherwise. The Borrower(s) agree(s) that in the event of such a levy, The Borrower(s) shall forthwith pay the said amount without demur or protest and that it shall not object to such levy nor claim waiver of or make a claim or defense that the same was not brought to his/her notice. The Borrower(s) is/ are aware of the fact that it is not mandatory for Truhome Finance Limited to inform either advance or subsequently of the said levy and /or change in the levy or introduction of such levy. It shall be responsibility of the borrower(s) enquire or avail from Truhome Finance Limited the details of thereof.
2. You are required to furnish PDCs, Security PDCs ( SPDCs ) and NACH Mandates as per policy.
3. The Loan shall be used only for the Purpose for which it is sanctioned.
4. The Loan is subjected to Satisfactory Compliance of all terms and conditions as stipulated in the legal opinion report, the title of which should be clear and marketable given by Truhome Finance Limited approved Lawyer.
5. The quantum of loan will be based on satisfactory valuation report from Truhome Finance Limited approved valuer.
6. No amount shall be disbursed under the facility for Loan against Property Loan, until and unless the borrower(s) has executed the required agreements, documents and writings and performed such other acts and deeds and created such security as Truhome Finance Limited may require.
7. The Loan shall be disbursed in lump sum or installments, as decides by Truhome Finance Limited.
8. At the time of closure of loan, all property owners in the loan have to collectively collect the title deeds.
9. Pre-EMI interest at the rate applicable for EMI shall be charged, from the date of disbursement to the date of commencement of EMI.
10. The rate of interest as mentioned in the sanction letter is subject to change in accordance with the variation in the PLR (Prime Lending Rate of Truhome Finance) and applicable rate if interest for the loan facility shall be the one prevailing as on the date of disbursement and as mentioned in to schedule to the Loan Agreement.
11. Borrower(s) shall be Deemed to have notice of change in rate of interest whenever the change in PLR Displayed or notified at/by the branch or website.
12. Please note that it is mandatory for the customer obtain Property Insurance. You all fully insure the Property to be purchased/constructed against all losses, damages a/c of fire, riots and other hazards like earthquake, floods and if required by Truhome Finance Limited against any other insurable risk for Loan against property-Commercial/loan for purchase of commercial property/Takeover of existing loan with additional finance. Such insurance Policy Obtained by the borrower(s) will be assigned in favor of Truhome Finance Limited.
13. The Borrower(s) has to submit the insurance policy within 15 days of the final Disbursement of the Loan Amount to Truhome Finance Limited. If the borrower fails to Provide/submit



- such insurance policy to Truhome Finance Limited within 15 days, Truhome Finance Limited reserves the right to debit the borrower(s) loan account for the insurance premium amount and obtain the insurance policy assigned in favor of Truhome Finance Limited.
14. The borrower who has availed credit shield, has to undergo medicals if he falls under the grid laid down by the insurance company. Decision on medical cases is purely on the underwriting by insurance company and Truhome Finance Limited will not be liable for any aspect of decision shared by the life insurance company. Cover on the loan in such cases will commence only if the life proposed for insurance (at the discretion of Truhome Finance Limited) undergoes the medical tests and provides acknowledgement on the underwriting decision communicated by the insurance company. All these necessary procedures to be completed prior to loan disbursement. In case there is no response from the borrower(s) on any aspect of insurance process within 45 days of loan disbursement, Truhome Finance Limited shall have absolute rights to adjust the premium amount back to the loan and the loan will remain uncovered.
  15. If the event of any change of address for communication, any change in job, profession by you/your co-borrower or by the guarantor, the same should be intimated Truhome Finance Limited Immediately.
  16. The property shall be well maintained at all times during the pendency of the loan. If the property suffers any loss on account of natural calamities or due riots etc. The same should be intimated to Truhome Finance Limited without fail.
  17. You will ensure that the property is transferred in your name and necessary tax assessment is completed. All taxes on the property should be promptly paid.
  18. In the event of default by you in payment of loan installments, interests, costs etc., as per the clause of loan agreement loan shall be recalled forthwith without any notice to yourself. Upon a demand being made on you to repay the amount, you shall forthwith repay the entire amount together with interests, costs and charges etc., failing which, Truhome Finance Limited reserves the right to seek legal remedies to recover its dues from you and guarantor. Any Event of Default as defined under the loan agreement shall attract Penal charges of **36% p.a. (Inclusive of GST)**.
  19. In the event of non-payment of full dues of the loan as per the repayment schedule, the said account will be classified as SMA (Special Mention Account)/ NPA (Non-Performing Asset) on classification dates, as per illustration given below-  
 Example: If due date of a loan account is March 7, 2024 and full dues are not received before the lending institution runs the day-end process for this date, the date of overdue shall be March 7, 2024. If it continues to remain overdue, then this account shall get tagged as SMA-1 upon running day-end process on April 6, 2024 i.e. upon completion of 30 days of being continuously overdue. Accordingly, the date of SMA-1 classification for that account shall be April 6, 2024. Similarly, if the account continues to remain overdue, it shall get tagged as SMA-2 upon running day-end process on May 6, 2024 and if continues to remain overdue further, it shall get classified as NPA upon running day-end process on June 5, 2024.
  20. You will not be entitled to sell, mortgage, lease, surrender or alienate or the mortgaged property, or any part thereof, during the subsistence of the mortgage without prior intimation to Truhome Finance Limited.
  21. The disbursement of the loan is subjected to the execution /submission of necessary documents, which forms of part of the overall sanction communication from us

22. All stamp duty and registration charges, Payable in execution of loan documents and creation of charges in favor of Truhome Finance Limited shall be payable by the Borrower(s).
23. Truhome Finance Limited is the entitled to Add, Delete or Modify all or any of the aforesaid terms and conditions.
24. The processing fees and login fees (Initial Money Deposit) are non refundable.
25. The sanctioning of loan facility is at the sole discretion of Truhome Finance Limited.
26. This sanction letter shall remain in force till the validity period mentioned in this sanction letter from date of sanction. However the revalidation is subject to and at the sole discretion of Truhome Finance Limited, on application of borrower(s).
27. The Borrower(s) and Guarantor(s) shall be deemed to have given their express contest Truhome Finance Limited to disclose the information and data furnished by them to Truhome Finance Limited and also those regarding the credit facility/ties to the [Credit Information Bureau (India)] Ltd. ('CIBIL'), upon signing the copy sanction letter. The Borrower(s) and Guarantor(s) further agree that they shall further execute such additional documents as may be necessary for this purpose.
28. Truhome Finance Limited also reserves right to assign, or securitize or otherwise the loan here by agreed to be granted (or a portion thereof) to any person or third party ('assignee') without any notice or consent along with or without underlying security/ties(movable or immovable) created or to be created for the benefit of Truhome Finance Limited and/or the security/ties created or to be created by me/ us or the guarantor.
29. The funds lent under the facility cannot be used for the investment in the capital market.
30. Pre closure charges will be levied by Truhome Finance Limited, as decided from time to time at the sole discretion of Truhome Finance Limited.
31. The issuance of this sanction letter does not give/confer any legal right to be Borrower(s) and Truhome Finance Limited will be at the liberty to revoke or modify without assigning any reason whatsoever.
32. By accepting this Sanction Letter, you confirm that you have understood the approach adopted by Truhome Finance for gradation of risk and the rationale for charging different rate of interest to different categories of borrowers. For this purpose, Truhome Finance also considers the following factors like cost of funds, margin and risk premium to Income, Employment Profile, Repayment Capacity, other Financial Commitments, Credit History, Loan to Value Ratio, Type of Security/ Collateral, Purpose of Loan, Regulatory Capital/ Provisions required etc. Accordingly, Truhome Finance may charge different rate of interest to different categories.

The applicant /co-applicant(s) (if any) may please sign on all pages of this sanction letter and deliver the duplicate copy of this letter in due acceptance of the above mentioned terms and conditions.

We look forward to mutually beneficial and long-term relationship.

Thanking you,

For Truhome Finance Ltd

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Authorized  
signatory  
Date:

Accepted

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Applicant / co-applicant  
/ Guarantor (if any)  
Date :

“Sample document provided for your understanding.”