

(Annexure to Loan Agreement)  
**MOST IMPORTANT TERMS AND CONDITIONS**

Dear Sir/Madam,

**Sub: Your Loan Proposal / Sanction No.....**

With reference to your application for loan, we confirm having made Sanction as under:

**1. Loan Details :**

Particulars	Details as applicable to the Customer
Customer Name	
Co-applicants to the loan	
Branch	
Nature / Type of Loan	Home Loan / Mortgage Loan
Loan Product	
Purpose of Loan	
Rate of Interest	.....%
Interest Type	Home Loan - Hybrid (First 3 years in Fixed Rate and Floating rate thereafter) Mortgage Loan – Fixed Rate of Interest
Tenure	..... months
Modes of communication on changes in interest rate	SMS / Email / WhatsApp / Post / Courier
Instalment types	EMI ( Equated Monthly Instalments)

**2. Schedule of Fee & Charges (SOC)**

Particulars	Charges / Fees
Application Fee (Non-refundable)	Rs.3,500/- + GST
Loan Processing Fee (Non-refundable)	Home Loan – 2.25% on loan sanction amount + GST Mortgage Loan – 2.50% on loan sanction amount + GST
Insurance Premium	Actual as provided by the Insurance Company
Income Appraisal Fee	Actual, if any
Bureau charges	Rs.100/- + GST
Documentation Charges	Rs.750/- + GST
CERSAI Charges	Rs.100/- + GST
Legal Evaluation Fee inclusive of GST	Rs.1500/- + GST
Technical Evaluation Fee inclusive of GST	Rs.1500/- + GST
MODTD / RM charges	Actual to be paid by customer at the time of registration
Stamp Duty	Actual
CA Certification Fee for Corporate Customers	Actual
Any other Fee	Will be communicated upfront to the Customer on a case-to-case basis
Penal charges, if any in case of delayed	24% p.a.

Particulars	Charges / Fees
payment	
Cash handling charges	Nil. (Rs.250/- + GST- waived for the customer)
Switch Fee from floating interest rate to fixed interest rate or vice versa after a period of 3 years from the date of first disbursement.	Home Loan: 0.50% of the Principal Outstanding + GST Mortgage Loan: Not applicable
Statement of Account (SOA) Charges	Nil, if downloaded from customer app. Rs.500/- + GST if requested for physical copy.
IT Certificate Charges	Nil, if downloaded from customer app. Rs.500/- + GST if requested for physical copy.
Statement of Settlement Figure for part-pre-closure or full pre-closure	Rs.500/- + GST
ROC charges for charge creation and charge cancellation for Corporate Customers	Actual
Non-submission of Post Disbursement Documents beyond 30 days	In case of purchase of property: Charges of Rs 3,000/- + GST per month will be levied starting 30 days from the date of first disbursement for non-submission of original title documents.  For all other Products: Charges of Rs. 3,000/- + GST per month will be levied starting 30 days from the date of first disbursement date for non-creation of Mortgage (MODTD / RM).
Document Retrieval Charges	Rs.750/- + GST
Swap of Repayment instruments	Rs.500/- + GST
Swapping of property charges	Rs.7500/- + GST
Retrieval of copy of property documents	Rs.500/- + GST
Cheque / NACH / Direct Debit / UPI Return Charges	Rs.500/- + GST per instance
Bank Charges for issue of DD / PO at the time of disbursement	Rs.250/- + GST per instance
Delay in collecting Return of Collateral documents beyond 30 days from the date of loan account closure intimation.	Rs.500/- + GST
Charges towards MODTD cancellation / Discharge of Mortgage	Rs.1,000/- + GST
Non PDC / Non-Mandate Collection for PEMI / EMI	Rs.500/- + GST per visit
Swapping Mandate to Cheque	Rs.500/- + GST
Legal Expenses / SARFAESI Expenses / Repossession Charges	Actual
EMI return Collection (visiting) Charges	Rs.250+ GST per visit

Particulars	Charges / Fees
Pre-closure Charges and Part Payment Charges	Home Loans: Foreclosure of loan in Full: Variable rate of interest ( Floating rate) for Individual Loans: Nil
	Variable rate of interest ( Floating rate) for Non-Individual Loans: 2% on Principal Outstanding + GST
	Fixed Rate of Interest of all loans: 4% on Principal Outstanding + GST. Nil, if paid out of own funds
	Part pre closure amount on floating rate loans: Nil.
	Part pre closure amount on fixed rate loans: 4% on part prepayment amount + GST. Nil, if paid out of own funds.
	Mortgage Loans: If full pre-payment: 4% on Principal Outstanding + GST  If Part – pre closure amount, 4% on part prepayment amount + GST

If the part prepayment amount is paid between 6<sup>th</sup> and 25<sup>th</sup> of the month, while the effect will be immediate for tenure reduction, the EMI reduction if opted by the customer will be given on the fixed due date, which is 5<sup>th</sup> of the subsequent month. If the part prepayment is paid between 26<sup>th</sup> of the month and 5<sup>th</sup> of the subsequent month, while the effect will be immediate for tenure reduction, the EMI reduction if opted by the customer will be given on the next subsequent month due date, which is 5<sup>th</sup> of the second month following the date of payment and not the 5<sup>th</sup> of the next month.

Some examples as follows:

If paid on 4 <sup>th</sup> October 2025	EMI reduction will be effective from 5 <sup>th</sup> November 2025
If paid on 27 <sup>th</sup> October 2025	EMI reduction will be effective from 5 <sup>th</sup> December 2025

Consequently, Interest on part prepayments from the 5<sup>th</sup> day of the month till the date of part prepayment will be required to be paid by the customer in addition to the EMI.

**Own Source:** "Own source" for this purpose means any source other than borrowing from a Bank/HFC/NBFC or Financial Institution.

Necessary documentary proof to the satisfaction of Nestavia should be furnished if a loan is sought to be prepaid out of own funds. The charges indicated above may undergo changes due to market conditions.

Nestavia retains the right to alter any charges or fees from time to time or to introduce any new charges or fees as it may deem appropriate prospectively. Nestavia may choose to display information on the noticeboard / official website of the company, send SMS / letter to Customers, newspaper publication or any other mode of communication as it deems fit to intimate such changes. If such changes are at the disadvantage of the customer, he/she may within 30 days close his/her account or switch it without having to pay any extra charges or interest on account of the above changes.

**\* All charges will be rounded off to the nearest rupee.**

### **3. Rate of Interest:**

Nestavia Home Prime Lending Rate (Nest PLR) shall mean the percentage rate per annum which is subject to change due to market conditions from time to time and notified / announced by Nestavia in such form and manner as deemed appropriate by Nestavia.

- i) Our pricing strategy is currently market driven, besides considering other parameters such as profile of customers, credit history, location, nature of property and loan amount.
- ii) Floating Rate of Interest shall mean that rate of interest applicable for this loan which is subject to variation on account of change in Nest PLR. The variation in rate of interest would be applied effective from the next EMI date.
- iii) EMI amount is intended to be kept constant irrespective of variation in Nest PLR; however, Nestavia offers the options mentioned below for Customer to choose increase / reduction of tenure or increase / reduction of EMI amount.
- iv) Switch to fixed / floating rate of interest:
  - a) Such switch requests can be allowed up to a maximum of three times during the tenor of the loan. Switch fee will be charged as applicable.
  - b) Increase / decrease the tenure of the loan commensurate to the increase / decrease in applicable interest rate.
  - c) Increase the Equated Monthly Instalment (EMI) instead of extending the tenure of loan.
  - d) Combination of both options (b) and (c) above.
- v) To pre-pay the loan either in full or in part, subject to foreclosure charges / part prepayment charges as applicable.
- vi) An illustration of increase / decrease in EMI consequent to revision in NEST PLR is indicated as under.

For every 0.25% increase in Nest PLR	EMI would increase by Rs.____ per month per lac at the interest rate of.....
For every 0.25% decrease in Nest PLR	EMI would reduce by Rs.____/- per month per lac at the interest rate of.....

vii) Where the Customer is desirous of opting for a Fixed Rate of Interest consequent to increase / decrease in Nest PLR, Customer would be required to give his intention in writing and contact Nestavia and get the loan rescheduled accordingly. Fixed Rate of Interest prevailing at the time of such a request would apply as per terms & conditions specified by Nestavia at the time of reschedule. Such a reschedule shall not in any way modify the other terms and conditions.

#### **4. Insurance Credit Shield / Property Insurance:**

Nestavia facilitates insurance policies on various risks with multiple Insurance Companies to enable the Customer(s) to choose the insurance company at their choice. Based on the policy of the Insurance Company, Customer may be required to undergo medical examination and acceptance of the proposal will be at the sole discretion of the Insurance Company and Nestavia has no role in this regard.

Key insurance policies covering the entire tenor of the loan:

- a) Term cover life insurance: The premium is fixed by the Insurance Company and is based on the loan amount, term, age and medical history of the insured. The premium should be paid as one time premium for the entire period of the loan and the premium is payable by the Customer before commencement of risk. Nestavia is not responsible for any lapse in this regard.
- b) Property Insurance: Property insurance coverage must be obtained for the entire loan tenure, with the premium payable at the time of the first disbursement. If the insurance tenure is shorter than the loan period, the Customer(s)/property owner must renew the policy before its expiry by paying the renewal premium as advised by the insurance company. The premium amount will depend on the building value, its usage, and the risks covered, such as fire, flood, and earthquake.
- c) Renewal of Insurance: The Customer is responsible for ensuring timely payment of the renewal premium whenever it becomes due and for maintaining the insurance policy assigned to Nestavia throughout the loan tenure. If the Customer fails to renew the policy, Nestavia reserves the right to renew it and recover the premium from the Customer. However, this is at Nestavia's discretion and not an obligation, as the primary responsibility for maintaining and renewing the insurance lies with the Customer and the property owner.
- d) While the company has arrangement with Insurance companies, the Customer is free to choose an insurance company of his/her choice.

#### **5. Security for the Loan:**

- a) Details of the primary security to be mortgaged:

**Description of the property in detail:**

.....  
.....  
.....  
.....

- b) Details of Guarantee if any :
- c) Additional Collateral / Interim Security if any :

**6. Conditions for Disbursement of Loan:**

Disbursement of the loan will be subject to

- a) Title to the property being clear, valid, free from encumbrance and marketable.
- b) All statutory approvals being available and construction of property is in accordance with the approved plan.
- c) The Customer's own contribution being infused in respect of the property (Own contribution is the difference between the total cost of the property and loan amount). Customers are required to submit documentary proof evidencing the sources of their own contribution.
- d) The loan will be disbursed either in installments or in one lump sum as decided by Nestavia based on the progress in construction/ project.
- e) Compliance with any other condition that Nestavia may prescribe before disbursement of loan.
- f) If the loan continues to be in partly disbursed stage after 12 months from the date of previous disbursement, Nestavia will freeze the loan at the level already disbursed and the Customer shall commence EMI for the amount disbursed. On doing so, the EMI will be reworked based on the loan outstanding at the time of such freezing of the loan amount (to the extent of loan disbursed till then, as stated above), residual loan tenure, age of the Customer and ROI prevailing at that point of time in such manner and to such an extent as Nestavia may, in its sole discretion, decide and the repayment will be made as per the revised terms notwithstanding anything stated in this agreement. Nestavia at its discretion and depending on the merits of the case may extend the period beyond 12 months or may choose to commence EMI for the disbursed portion without downsizing the loan.

**7. Others:**

- a) In the case of Home Construction loan, it is mandatory to complete construction within a period of 12 months from the date of first disbursement of the loan, failing which, the loan will be converted as a mortgage loan and will attract the rate, term and other charges as applicable to a mortgage loan.
- b) Loans granted under any special scheme announced by the Regulator Government etc. involving any benefit is subject to audit by the Regulator / Government as to the eligibility under the scheme and if at a later date, it is found that the loans do not meet the specified criteria of the scheme, the benefits/subsidy already passed on to the customers will be recalled and refunded to the Government/Regulator.

## 8. Repayment of Loan & Interest:

The loan is repayable in EMI every month and is detailed as below:

- a) If the loan is disbursed in one lump sum, disbursement(s) made on or before 4th of the month the date of commencement of Instalment shall be on 5th of the next month in which the disbursement of the loan is made.
- b) If disbursement(s) is made on or after 5th of the month the date of commencement of Instalment shall be on 5th of next-to-next month to which the disbursement of the loan is made. Additionally, Pre-EMI interest (PMI) is payable for the broken period from the date of disbursement till the commencement of the Instalment.
- c) If the loan is disbursed in Instalments, interest is payable every month on the amounts cumulatively disbursed from the date of disbursement till the commencement of EMI.
- d) EMI is payable through electronic modes such as E-NACH /NACH / Direct Debit / UPI.
- e) Penal charges @ 24% per annum is payable for any delay in payment of EMI / Pre-EMI. It is calculated for the period for which the EMI / Pre-EMI remains overdue.

**Repayment Schedule**

Instalment No.	EMI Amount	Principal	Interest	Outstanding Principal
1				
2				
3				
4				
....				

## 9. Appropriation of Payments:

Any amount paid to the loan account by the Customer(s) or guarantor or any third party on behalf of the Customer under this Loan Agreement would be appropriated towards the dues, generally in the following order, namely:

- a) Expenses incurred
- b) Additional Interest for delayed payments.
- c) Pre-EMI/EMI arrears.
- d) Pre-EMI/EMI current dues.
- e) Other incidental charges i.e. (instrument bounce charges, field visit charges, legal charges, prepayment charges etc.)
- f) Part or full prepayment of loan outstanding

Nestavia reserves the right to change the order/proportion of appropriation for any remittance under this loan, or any other loan availed by the Customer(s). Any waiver in this regard shall not set a precedent or bind on Nestavia.

**10. Annual Outstanding Balance Statement:** Nestavia will issue Annual Outstanding Balance Statement within 60 days from end of Financial Year.

## **11. Recovery of overdues:**

In the event of delay in payment of PEMI/EMI, Customers will be contacted through various modes advising them to repay the amount due. Awareness notices will be sent to Customers advising them about the consequences of default. Further notice / reminder will be sent advising them to regularize the loan account within a stipulated period. If the over dues are not repaid and the account is likely to become a potential non-performing asset (NPA), the loan will be recalled, and appropriate legal actions will be taken to recover the Total loan outstanding under the loan account and or to attach Secured properties under SARFAESI Act 2002 or as per the provisions under the law.

- i) To take possession of the secured asset including the right to transfer by way of lease/assignment or sale of asset for realizing the payment.
- ii) To possess and seal the secured asset before enforcing the right to transfer by way of lease, assignment or sale.
- iii) If after the sale of the secured asset, to initiate legal proceedings to recover the balance dues in case the value of the secured asset is insufficient to cover the total dues payable including legal expenses and incidental charges incurred towards recovery of dues.
- iv) All expenses relating to recovery of over dues, field visit charges, legal expenses and cost including execution expenses will be debited to the loan account and the Customer due and liable to pay Nestavia all such cost and expenses on account of default in instalment.
- v) Credit information relating to Customer's account will be provided to the Credit Information Companies monthly.
- vi) To avoid any adverse impact on the credit history with Credit Information Companies, Customers are advised to ensure timely payment of the amount due on the loan amount

## **12. Closure of Loan and Return of Security Documents:**

Upon loan closure, the original documents will be returned to the Nestavia branch from which the loan was availed. The documents can be collected by either all the Customers or any one of the Customers who is duly authorized by the others, with proper authorization attested in their KYC records. The authorized individual must visit the branch to collect the documents within 15 working days during the office hours - 9.30 a.m. to 5.00 pm from the date of loan closure intimation.

If the Customer wishes to collect the aforementioned documents from any other Nestavia servicing branch, a written request must be submitted to Nestavia. The documents will be made available for collection within 15 working days from the date of the request letter.

If the Customer(s) fail to collect the security or collateral documents within 30 days, applicable charges as per the Schedule of Charges (SOC) will be levied.

The release of original property documents and removal of the mortgage charge from the property registry will be completed within 30 days from full repayment or settlement of the loan.



### **13. Customer Services:**

In case of any need for customer services, Customers can visit the service Branch of Nestavia in which the loan was availed during 9.30 a.m. to 5.00 pm on any working day from Monday to Friday.

Alternatively, they can contact Toll free number: 1800 569 7070. Also, can send their email communication to: [customerfirst@Nestaviahomefin.com](mailto:customerfirst@Nestaviahomefin.com).

If the service is not satisfactory or not up to the satisfaction or issue is not resolved within the stipulated time as per the grievance redressal policy, the issue can be escalated to Grievance Redressal Officer at the email id [customercare@Nestaviahomefin.com](mailto:customercare@Nestaviahomefin.com).

### **14. Grievance Redressal:**

In case of any grievance, customers may approach the Branch Manager of the location where the loan has been applied / availed. In case, the grievance is still not addressed, they can post their complaints by way of an email to [customerfirst@nestaviahomefin.com](mailto:customerfirst@nestaviahomefin.com) or call the Toll Free number 1800 569 7070. The grievance shall be addressed within 30 working days. In case the complainant is dissatisfied with the response or where no response is given, he/she may write / mail to

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

For making online complaints, please use the web page of NHB: <https://grids.nhbonline.org.in>

Please be intimated that the final Loan Agreement will supersede the terms and conditions spelt out in this letter if there is any subsequent change.

Please note that the GST rate is subject to change as per the directives of the Government of India. The applicable GST rate on the date of payment will be charged, along with any additional levies imposed by the Government.

For any further clarifications, you may contact the Branch Manager of the location where the loan has been applied / availed. Customers may also visit our branch between 9.30 a.m. to 5.00 p.m. on all working days from Monday to Friday for any clarification.

The above terms and conditions have been read by the Customer(s)/read over to the Customer(s) by the staff of the Company and have been understood by the Customer(s).

We thank you for giving us an opportunity to serve you. Kindly return the duplicate copy of this letter as a token of your acceptance.

Thanking you

**Issued by:**  
**Nestavia Home Finance Private Limited**

**\*\*\*\* This is a system-generated document and does not require a physical signature.**

I/We hereby declare that the contents of this Most Important Terms & Condition (MITC) have been read out and/or explained to me/us in the language understood by me/us. I/We have understood the terms and conditions outlined in this document, including all applicable charges, interest rates, fees, and repayment obligations. I/We further confirm that a copy of this Most Important Terms & Condition (MITC) has been provided to me/us.

Name of the Borrower	Borrower Signature

Name of the Co-Borrower	Co-Borrower Signature

Name of the Co-Borrower	Co-Borrower Signature