

**MOST IMPORTANT TERMS AND CONDITIONS OF OUR LOANS**

Given below are the Most Important Terms & Conditions for getting a loan from B S Goel Finance Company Pvt. Ltd. (BSG Finance). These will be given to the customer at the time of signing of the loan agreement and the loan will be disbursed only after we have the customer's consent on these terms.

**Agreement Schedule Report for Applicant No. \_\_\_\_\_**

Place of Agreement	
Date of Agreement	
Product Type	
Name of the borrower	
Name of the co-borrower(s)/guarantor(s)	
Address of the borrower	
BSG Finance branch address	
Loan amount	
CLSS amount	
PLR	
Type of interest rate (reset linked to revision in PLR of BSG Finance)	Floating / Fixed
Re-pricing frequency	Monthly or as and when required
Applicable interest rate	_____ % Per annum
<b>Late payment charge</b>	<b>36% Per annum</b>
Type of instalment	Monthly
Due date	1 <sup>st</sup> or 10 <sup>th</sup> of Every Month
EMI	
Pre – EMI	
Mortgaged property/security/collateral	
Tenor (in months)/No. of EMIs	
Charges:	
Administrative and Operational Costs-At login HL & LAP Only (Non-Refundable) (Exclusive of applicable taxes)	Up to Rs. 1000/- (Exclusive of GST)
Administrative and Operational Costs-At disbursal (Non-Refundable) (inclusive of applicable taxes)	Up to 5% of Sanctioned amount or any other amount as may be decided by management
CERSAI charge (non-refundable)	Rs. 50 + Applicable GST if loan amount upto Rs. 5 Lakhs and Rs.100 + Applicable GST if loan amount above Rs. 5 Lakhs
Life Insurance Premium (Non-refundable) (inclusive of applicable taxes)	Actual
Duplicate statement (per Statement)	Rs.250 + GST
Swapping charges of (Cheque/ ECS/ NACH)	Rs.500 + GST
Duplicate interest certificate	Rs.250 + GST
Copy of property documents	Rs.500 + GST
Cheque/ECS/NACH/SI bounce charges	Rs.500 + GST
Non Availability of PDC's / NACH / ECS	Rs.500 + GST
Collection visit charge	Rs.500 + GST (Per Visit)
Property Swapping Charge	Rs.3000 + GST
List of Documents	Rs.250 + GST
Foreclosure statement charges	Rs.500 + GST

Custodial Fee for property documents in closed loans	Rs 500 Per month (Post 60 Days from Loan Closure Date) + GST	
Valuation fee in Construction Linked Loan	Valuation Fee 3,000/- + GST, Subsequent visits: Rs 1,000 + GST	
Valuation fee for property revisit	Rs.1500 + GST	
Duplicate no dues certificate	Rs.250 + GST	
Legal Opinion & Search Charges	As per actual or Rs. 3,500/- (whichever is higher)	
Re valuation charge for NPA cases	Rs.1500 + GST	
Additional search charges* * to be charged in case of delayed disbursement	Up to 1000/-* + GST * depends on the SRO	
Late Payment Interest	3% per month on delayed installment (Pre-EMI's / EMI's)	
Collection of Notice Re-call Letter	Rs. 250 per reminder letter, Legal Notice charges as per actual and legal proceeding as per actual	
Loan Cancellation charges	Rs. 5000 only + GST	
Partial Prepayment / Preclosure Charges. (on Floating Rate of Interest) **	<b>Product</b>	<b>Rate of interest floating</b>
	Housing loan	a. NIL- In case property is in the name of Individual; b. In case property is name of Non-Individual entity, it will be considered as business purpose loan and a charge of 2% to 5% of Principal paid + GST will be applicable
	Non housing loan	a. 2% to 5% of principal prepaid + GST - If property is in the name of Individual & Purpose is non housing/business b. In case property is name of non- individual entity, it will be considered as business purpose loan and a charge of 2% to 5% of principal paid + GST will be applicable
Partial Prepayment / Preclosure Charges. (on Fixed Rate of Interest) **	Product	Rate of interest- fixed
	Housing loan	2% to 5% of Principal prepaid + GST
	Non housing loan	2% to 5% of Principal prepaid + GST
End use / Purpose of loan		
Use of Property		
Conditions of disbursement of Loan		
Mode of repayment	1. PDC 2. Electronic Mode	

Note: - Above fee and charges are exclusive applicable taxes (GST) or any other govt taxes, levies etc and subject to change and will be at sole discretion of B S Geol Finance Company Pvt. Ltd.

The Interest calculation is on 360 days for all years during the loan tenure and monthly interest calculation is on 30 days for all months.

For Full disbursal loans- Pre – Emi will be charged in the first month after disbursal which will be interest from the date of disbursal till the end of that month. The EMI as stated in the above table will commence from the subsequent month.

For Tranche disbursal loans, PEMI shall commence from the month succeeding to the month of disbursal. Unless otherwise agreed by Borrower(s) in Sanction letter, Pre EMI shall continue to be charged till full disbursal is made. Thereafter, the EMI as stated in the above table will commence from the subsequent month.

In case of plot plus construction/self-construction loans, plot shall be deemed to include any structured erected thereon, at present or in future.

It is hereby agreed that for detailed 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.

It is further clarified that the amount of EMI/Pre-EMI not paid on due date mentioned above shall become overdue. Further your loan account in case of default shall be liable to be classified by the Company as under: -

S. No.	SMA Subcategories	Basis for classification – Principal or interest payment or any other amount wholly or partly overdue
(i)	SMA-0	Up to 30 days
(ii)	SMA-1	More than 30 days and up to 60 days
(iii)	SMA-2	More than 60 days and up to 90 days
(iv)	NPA	More than 90 days

It is further clarified that once the loan accounts classified as NPAs cannot be upgraded as 'standard' asset until entire arrears of interest and principal are paid by the borrower.

## **Additional Conditions**

Most important terms and conditions should be read in conjunction with the agreement schedule giving details of the loan.

1. **Insurance:** Borrower shall obtain property insurance mandatorily, unless exempted by BSG Finance assists the Borrower in obtaining the insurance from any of the General Insurance Companies. However, the borrower is free to obtain property insurance independently and assign it to B S Goel Finance Company Pvt. Ltd. Neither BSG Finance nor the general insurance companies empaneled with BSG Finance currently charge any fee for property insurance
2. **Disbursement conditions.** The obligation of BSG Finance to make any disbursement shall be subject to the following conditions:
  - (a) Credit Worthiness of the Borrower and title of Property: The borrower must meet BSG Finance 's creditworthiness requirements. Additionally, BSG Finance must be fully satisfied that the title of the property is clear, marketable, and unencumbered. The borrower shall obtain all necessary permissions required for the creation of a security interest in the property, including the right to acquire the property. BSG Finance shall be entitled to make, or cause to be made, any inquiries deemed fit to assess the above
  - (b) Non-existence of event of default
  - (c) Extra ordinary Circumstances No extra ordinary or other circumstances have occurred which in the sole opinion of BSG Finance may make it improbable for the Borrower to fulfil any of the terms and Conditions.
  - (d) Pending Legal Proceedings The Borrower shall have disclosed to BSG Finance about any action, suit proceedings, winding up/ insolvency proceedings or investigation pending initiated against him/her.
  - (e) Evidence for Utilization of Disbursement The Borrower shall have produced evidence of the utilization of the Loan or any part disbursement of the Loan.
  - (f) Guarantees/Securities etc. The Borrower if required by BSG Finance shall provide and execute Guarantee(s) either by themselves or such person as may be approved by BSG Finance . The Borrower shall duly execute all

other necessary documents, writings, create security of the Property in favour of BSG Finance and submit Post Dated Cheques, Standing Instructions or ECS mandates, as the case may be.

- (g) Utilization of Borrower's Contribution: The Borrower shall arrange for the remainder funds required for the purpose of the Loan (i.e. the cost of the Property less than Loan). The Borrower shall not borrow the same from any other person.
- (h) Where the Borrower transfers loan from other bank/financial institution to BSG Finance, the Borrower shall have obtained necessary permissions, letter from the existing /previous bank/institution/lender (as the case may be) and shall have disclosed correct information to BSG Finance.
- (i) Subject to the fulfillment of the conditions precedent for disbursement set forth herein, BSG Finance shall disburse the loan either in a lump sum or in suitable installments, as may be decided by BSG Finance, with reference to the need, progress of construction, or other factors as determined by BSG Finance at its sole discretion. BSG Finance's decision to disburse the loan fully or in part and the manner of disbursement, shall be final and binding on the borrower.
- (j) The disbursement shall be made by BSG Finance by issuing a Pay Order, Cheque or a Demand Draft crossed as "A/c Payee only" or through a credit to a designated bank account, details specified in the Schedule hereto. The loan shall be deemed to be disbursed from the date the cheque is handed over to the Borrower(s) or the date when electronic/online transfer of disbursement amount is made in the Borrower(s)' bank account or seller's/third party's bank account as may be advised by the Borrower(s) and Interest on the Loan will begin to accrue in favour of BSG Finance from the said date irrespective of whether the amount has actually been withdrawn by the Borrower.
- (k) BSG Finance may, at its sole discretion, disburse the Loan directly to the Borrower, builder, developer, society, and other banks/ institution / lender from whom the Borrower transfers the Loan to BSG Finance or in favour of any third party as may be requested by the Borrower.
- (l) BSG Finance may, by giving reasonable notice to the borrower, suspend or cancel further disbursement of the loan if the loan amount has not been fully drawn within a reasonable time, or if due to any change in circumstances where BSG Finance is of the opinion that there has been a material adverse effect on the borrower's financial condition, profits, business, or any other factors considered by BSG Finance when issuing the sanction letter. This includes but is not limited to delays in the construction of the property.
- (m) BSG Finance reserves the right to ask for additional documents of the borrower in relation to the financial status, utilization of loan proceeds, property, stage of construction of the property, address & contact details, documents relating to Know Your Customer (KYC) requirements etc. post disbursement of the loan. In the event such documents are not submitted by the borrower within the time period stipulated by BSG Finance, BSG Finance shall be entitled, without prejudice to its right to recall the loan or exercise any other remedy available to it, to increase the Interest rate at its sole discretion after notifying the borrower to cover the additional risk arising from maintaining such loan.
- (n) Adherence to all conditions as mentioned in the sanction letter and other communication from BSG Finance received by the Borrower.

**3. Procedure for change in ROI {linked to BSG Finance's Prime Lending Rate (PLR)}, / EMI:** BSG Finance, may, at its sole discretion (or having regard to the applicable regulations, conditions in money market or in keeping with its internal policies or regulatory requirements or change in PLR of the Company or change in spread/Margin based on the credit risk associated with Borrower including credit history, credit rating, financial profile, security cover provided etc.), revise the Interest Rate and Penal Charges on the Loan after notifying the Borrower. Interest Rate and Penal Charges shall, from the date of such notification, accrue at such revised rate. If BSG Finance revises the Interest Rate on the Loan prior to the full disbursement of the Loan, it shall have a right to effect, at its sole discretion, such revised rate on the entire or any part of the Loan and the Borrower will be liable to pay such revised amounts. BSG Finance reserves the right to effect changes in the Interest Rates as mandated by the Reserve Bank of India or National Housing Bank from time to time. In case of change in Interest Rates BSG Finance may on the basis of option selected by Borrower or at its sole discretion in case Borrower fails to opt any option:

- (i) change the tenor of the Loan and EMI would remain constant or

- (ii) EMI amount would change and tenor would remain unchanged, or
- (iii) Combination of both (i) & (ii)

In the event EMI amount changes, repayment instructions in the form of cheques, Standing Instructions (SI) or NACH/e-NACH (as applicable) shall be revised and the Borrower shall submit new/fresh repayment Instructions to BSG Finance .

Further, BSG Finance periodically reviews matrix of applicable rate of interest based on its cost of funds, market conditions and competition. As far as a particular Borrower is concerned, the actual rate of interest is charged based on the aforementioned factors. Thus, in view the above interest rate model and the approach for gradation of risk is adopted by the Company, applicable Rate of Interest may be different for different Borrowers.

Notwithstanding anything herein contained, in the event of revision of interest rates of floating rate linked loan accounts BSG Finance shall have the right to review and reschedule the EMIs, tenure or the Loan amount as per the request received from Borrower or as the BSG Finance may deem fit if no request is received from Borrower. Provided that if as a result of such review / rescheduling, the original tenure of the Loan is required to be extended, the same shall be done only up to such terms as is permitted by BSG Finance in accordance with its internal policy. In such event(s), the Borrower shall repay the Loan or the outstanding amount thereof as per the revised Schedules as determined by BSG Finance . BSG Finance shall inform the Borrower in writing where such alteration or rescheduling involves variation in:

- a. The date for payment of EMI or amount thereof; or
- b. The amount of interest, principal or EMI; or
- c. The variation results in the term of the Loan exceeding the retirement age of the Borrower(s) as applicable

All changes in the Interest Rate and/or Penal Charges and/or Service Charges and/or other applicable fees/charges, etc. shall be advised to the Borrowers and shall be effective only prospectively. Such change shall be displayed on BSG Finance 's website and branches. Any change in the interest rate will be communicated to the customers through letter/SMS or any other means of communication, by whatever name called feasible to BSG Finance . Provided however that if such change is to the disadvantage of the customer, he/ she may, within 60 days, prepay his/ her loan or switch it to another lender without having to pay any extra charges or interest to BSG Finance . Without prejudice to the above, Borrower shall upon revision in interest rates have right to switch his floating interest rate loan to the fixed interest rate.

**Method of application:** In case any amount is paid by the Borrower or any amount is received/ realized/ recovered from the Borrower, then the same shall be adjusted/ appropriated in following order without any prior intimation to the Borrower:

- (i) First adjustment will be against principal due<sup>1</sup>.
- (ii) Second adjustment will be against interest due<sup>2</sup>
- (iii) Amount received will be adjusted on FIFO basis (first in fist out basis) against fees/ charges and Penal Charges only after all the principal due and interest due are paid off. Same payment hierarchy will be followed on loan account becoming 90 days overdue (NPA) and even thereafter.

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<sup>1</sup> In case more than one EMI of Borrower(s) is overdue, then adjustment will be made against the principal portion of EMI which first became overdue and residual amount, if any, shall be adjusted against the interest portion of said EMI. Any residual amount thereafter, if any, shall be adjusted against the principal portion of EMI which next became overdue and so on.

<sup>2</sup> Refer preceding foot note

**4. Recovery of overdues:** The debt collection policy of BSG Finance is built around dignity and respect to Borrowers. BSG Finance will not follow policies that are unduly coercive in collection of Dues. The policy is built on courtesy, fair treatment and persuasion. BSG Finance believes in following fair practices with regard to collection of dues and repossession of security and thereby fostering Borrower confidence and long-term relationship. BSG Finance's Security Repossession Policy aims at recovery of dues in the event of default and is not aimed at whimsical deprivation of the property. The policy recognizes fairness and transparency in repossession, valuation and realization of security. All the practices adopted by BSG Finance for follow up and recovery of dues and repossession of security will be in consonance with the law.

In case the Borrower's repayment instrument bounces in a particular month, telephonic/personal follow-ups are done to ask the Borrower to pay. Any Borrower who goes beyond this date and goes more than 30 Days Past Due then moves to the collection list which is tracked separately with defined actions as outlined below:

- (a) In case the payment remains, at 30 Days Past Due, BSG Finance sends a letter to the Borrower for paying the stated amount immediately.
- (b) In case the payment remains at 60 Days Past Due, BSG Finance sends a follow up letter, namely, Notice before Taking Action (NBTA) to the Borrower for paying the stated amount immediately. Through-out this period, the Officers of BSG Finance will be in regular touch with the Borrower to impress upon him the importance of paying the overdue amounts
- (c) In case payments remains at 90 Days Past Due, BSG Finance sends a Loan Recall Notice (LRN) to the Borrower for paying stated amount immediately.
- (d) In case payment remains at more than 90 Days Past Due, BSG Finance has right to invoke proceedings under The Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 (SARFAESI Act, 2002) and rules made thereunder, if any, including any statutory modification(s) or re-enactment(s) thereof for the time being in force to recover its dues. It is further clarified that once the payment goes past 90 days due, then the Borrower's account shall be classified as NPA and shall continue to classify as NPA unless all the overdue amount is paid by the Borrower, where BSG Finance would reserve right to take action against Borrower under SARFAESI Act, 2002.

In addition to the above, BSG Finance has a right to send communications to such Borrowers, as and when dues as per the Loan Agreement executed between BSG Finance and Borrower.

Further, BSG Finance has a right to invoke proceedings under Section 138 of Negotiable Instrument Act or any other applicable law to recover its dues.

## 5. Customer Service

**Branch Timings:** All branches are open from 9.30 am to 6.30 pm, six days a week, except 2<sup>nd</sup> Saturday. Sundays of the month are a weekly off for BSG Finance .

In case of any service related issue, Borrower can contact the Branch in-charge. Any escalations thereafter should be addressed to:

### Customer Support Manager

Phone No. : +91 9999113035

Email : [customercare@bsgoelfinance.com](mailto:customercare@bsgoelfinance.com)

- (a) **Loan account statement:** The Loan account statement which shall at the minimum enumerate the principal and interest recovered till date, EMI amount, number of EMIs left and annualized rate of interest/Annual Percentage Rate (APR) for the entire tenor of loan shall be sent, free of cost, at the end of each quarter via electronic mode (includes email/web-link/SMS link at registered mobile number or email ids of Borrower etc) or by hard copy at given corresponding address, as per the feasibility of BSG Finance . Supply of duplicate statement shall be furnished to the Borrower at his cost.

- (b) **Photocopy of the title documents:** The Borrower can apply for a copy of the title documents which he has submitted within 30 days of the disbursement of the loan at the branch which has disbursed the loan. The document will be made available within 30 days of the application or receipt of the document from the relevant registration office.
- (c) **Closure process:** The borrower can request for closing his running loan any day before 25<sup>th</sup> of the running Month, by visiting the same branch which has disbursed his loan and giving written application. The loan will be closed within 15 days of accepting the application and original property papers along with PDCs (if any) would be handed over within 30 days of loan closure against the written receiving.

## 6. Grievance Redressal

If the Borrowers have any complaints or grievances regarding the loan or their interaction with any BSG Finance employee, BSG Finance would request the Borrower to make an entry in the complaint register maintained at the Branch and ask the Credit Officer to provide a Complaint Number for the same.

BSG Finance will try and resolve the complaint within 7 working days of receipt of the same. The resolution of the complaint will be communicated to the Borrower in writing or at the Branch by the Credit Officer.

If the Borrower does not receive any response for the complaint within 7 working days, he can resort to the following redressal mechanism:

The following Customer Grievance Redressal Mechanism shall be followed for all the complaints received.

### **Level 1- BSG Finance Branch/Toll Free number/E- mail/Portals**

A customer may visit the branch or call +91 9999113035 to register their complaint. The complaint can also be e-mailed at [customercare@bsgoelfinance.com](mailto:customercare@bsgoelfinance.com)

The customer shall be responded to with clarification within a week. The response/ acknowledgement to a customer's complaint shall contain the name and designation of the official who will deal with the grievance. If the complaint is relayed over phone at Company's designated telephone helpdesk or customer service number, the customer shall be provided with a complaint reference number and be kept informed of the progress within a reasonable period.

### **Level 2- Grievance Redressal Officer**

In case the customer does not receive any response within the above timeline of a week or is not satisfied with the response given by the branch, after 7 days the customer can further escalate the complaint/grievance to the Corporate Office, at Ghaziabd either by way of a letter addressed to Customer Care Officer/Grievance Redressal Officer of BSG Finance or through email to be sent at:

Grievance Redressal Officer Mrs. Anjali Verma

E mail-[pno@bsgoelfinance.com](mailto:pno@bsgoelfinance.com)

Phone No- +91 9582890921

Gaur Biz Park, Plot No. 1

Abhay Khand-2, Indirapuram

Ghaziabad, Uttar Pradesh-201014

**Level-3 – Reserve Bank of India**

In case customer does not receive response from BSG Finance within a period of one month or is not satisfied with the resolution provided by BSG Finance, then he may approach the Complaint Redressal Cell of Reserve Bank of India by lodging his complaint

- a. in Online mode at the link <https://cms.rbi.org.in/cms/indexpage.html#eng>
- b. in Offline mode by post, in prescribed format available at link <https://www.rbi.org.in/Upload/Publications/PDFs/BOL.pdf> to Complaint Redressal Cell, Department of Regulation & Supervision, Reserve Bank of India, Centralised Receipt and Processing Centre, 4th Floor, Reserve Bank of India, Sector - 17, Chandigarh - 160017

**Acknowledgement**

The above terms and conditions have been read by me/us /read over to me/us by Shri/Smt./Kum. \_\_\_\_\_ of the Company and have been understood and accepted by me/us and a copy of above terms have also been delivered to me/us.

(Signature or thumb impression of  
the borrower)

(Signature or thumb impression of  
the co-borrower(s)/guarantors)

(Signature of the authorized person  
of Lender)