

Property Documents Release Procedure

POLICY FOR RESPONSIBLE LENDING CONDUCT – RELEASE OF IMMOVABLE PROPERTY DOCUMENTS ON REPAYMENT/ SETTLEMENT OF LOANS

B S Goel Finance Company Pvt Ltd (hereinafter referred to as “the Company” or “NBFC” or “BSG Finance” or “Regulated Entity/ RE”) is a Limited Company incorporated under the provisions of the Companies Act, 1956 and regulated under the provisions of Companies Act, 2013 and is registered as a Non-Banking Finance Company (“NBFC”) with the Reserve Bank Of India (“RBI”).

The Reserve Bank of India (RBI) has issued a significant directive (RBI/2023-24/60 DoR.MCS.REC.38/01.01.001/2023-24) addressing responsible lending conduct among financial institutions including NBFCs/HFCs. This directive pertains to the release of immovable property documents upon the full repayment or settlement of Personal Loans¹. The Company through this policy aims to streamline its practices as per the said RBI guidelines and prevent customer grievances related to the release of such documents.

- 1. Release of Property Documents:** According to the RBI’s guidelines, BSG Finance is mandated to release all original immovable property documents and to extend its assistance for removal of charges registered with registry within 30 days after the complete repayment or settlement (the date of realisation of funds in BSG Finance’s Bank statement will be considered as complete repayment /settlement date) of the loan account. This provision ensures that borrowers regain ownership of their assets promptly. Along with the release of original immovable property documents as aforesaid, BSG Finance shall issue No-Objection Certificate (NOC) to the borrower(s) declaring that he/she has no outstanding dues towards the BSG Finance . Borrower(s) are advised to observe the original property documents release process enclosed in Annexure 1.
- 2. Borrower’s Choice:** Borrowers will have the flexibility to collect their original property documents either from the branch where the loan account was serviced or any other office of the BSG Finance where the documents are available, based on their preference. This added convenience enhances the borrower’s experience.
- 3. Transparency in Loan Sanction Letters:** BSG Finance will specify the timeline and location for returning original property documents in loan sanction letters issued on or after the effective date. This clarity ensures that borrowers are aware of the process.

4. **Legal Heirs' Rights:**

Scenario	Action
<p>Joint Ownership of Property and demise of either co-owner</p>	<p>Documents will be released to the co-owner/Legal Heir subject to following compliance:</p> <ol style="list-style-type: none"> 1. Photocopy of Death Certificate of deceased owner/co-sharer. 2. Photocopy of Succession order issued by competent court or legal heirship certificate issued by respective administrative authority. 3. All legal heirs of the deceased along with the co-owner will receive the original property documents. 4. Original indemnity bond to indemnify any future loss, damage etc to BSG Finance from the legal heirs shall be taken. 5. In case of registered power of attorney executed by all the legal heirs in the name of co-owner or one of the Borrower/ co-borrowers; he can collect the original documents along with remaining co- borrowers. 6. Photocopy/photocopies of KYC's of all the persons (Borrower/Coborrowers and legal heirs) must be documented. 7. In case , any of the above is not being fulfilled , the release of property papers will be at the sole discretion of the RE .
<p>Demise of sole property owner</p>	<p>Documents will be released to the Legal Heir/s subject to following compliance:</p> <ol style="list-style-type: none"> 1. Photocopy of Death Certificate of deceased owner/co-sharer. 2. Photocopy of Succession order issued by competent court or legal heirship certificate issued by respective administrative authority. 3. All legal heirs of the deceased will receive the original property documents. 4. Original indemnity bond to indemnify the any future loss, damage etc to BSG Finance from the legal heirs shall be taken. 5. In case of registered power of attorney executed by all the legal heirs in the name of one of the Borrower/ co-borrowers; he can collect the original documents along with remaining co-borrowers. 6. Photocopy/photocopies of KYC's of all the persons (Borrower/Co-borrowers and legal heirs) must be documented. 7. Person receiving the original documents on behalf of the deceased person must be the party of the loan agreement. 8. In case , any of the above is not being fulfilled , the release of property papers will be at the sole discretion of the RE .

5. **Process for Document dispatch post loan closure and Customer communication**

Header	Remarks	Responsibility	TAT
Full Repayment/ Settlement	Realisation of funds in BSG Finance Bank statement	Payment Operations-H O	T*
Closure of Loan	Loan closed in system basis full repayment/settlement/Ter m Maturity	Collateral Custody Operations-HO	T+3
Customer communication	Intimation to the customer regarding closure of loan via letter/ SMS/ WhatsApp /Voice call	HO - Customer Service	T+3
Dispatch of Original Documents	Original Documents and NOC dispatched to service branch	Collateral Custody Operations-HO	T+21
Customer communication	Intimation to the customer regarding dispatch of documents/NOC via letter/ SMS/ WhatsApp /Voice call	HO - Customer Service	T+21
Document recall to HO	Original Documents to be called back and sent to storage if not collected by the customer.	Branch Operations	T+40
Document Handover	Documents will be re- dispatched to service branch post customer's confirmation	Collateral Custody Operations-HO	As & when applicable

- **T* refers to the date of full repayment (realisation of funds in BSG Finance 's Bank) and is applicable as per calendar days.**

Document release process

Within 7 (seven) days from the closure of the loan, borrower(s) need to contact the BSG Finance to schedule an appointment for the release of the property documents.

Please note that for the release of original property documents, all the property owners are required to be present in-person. In case not all/any of the property owners are able to come in person, they can, in the format enclosed hereto or as near as thereto, authorize the co-owner/any other co-borrowers on the loan to collect on his/her behalf.

The property owner and/or the authorized representative should carry their own original Identity and Signature Proofs (e.g. PAN card, Passport, Driving license, etc.). In case the signatures are different from Identity proofs, then the signature must be attested by a gazetted officer or by the bank. The authorized representative should also carry an Authority Letter co-executed and signed by all property owners who are not present in-person.

In case borrower(s) require any assistance from BSG Finance for removal of charge on the property in any government record, borrower(s) may discuss the same with the BSG Finance's personnel at the time of release of property documents.

(Authority letter format to authorize the co-borrower to collect the property documents on behalf of the other co-borrower. Please contact the BSG Finance to check for the stamping requirement, if any)

The Manager,
B S Goel Finance Company Pvt. Ltd.

Date: [•]

Re: Authority Letter for collecting Original title documents of property deposited towards security for repayment of Loan [•]

Dear Sir/Madam,

This is with reference to above said loan and further to our payment towards closure / settlement of above loan account maintained with you, I/We hereby request you to hand over the original title documents pertaining to property address: _____ (*lying with you towards the security for the repayment of above said loan*) to Mr. /Mrs. _____ who is/are my co-borrowers in the said loan with his/her signatures attested by myself below.

I am enclosing an attested copy of his/her _____ (name of ID), ID no. _____ as Signature & Identification proof.

Also enclosed is a self-attested copy of my _____ (name of ID) as my Signature & Identification proof.

Thanking You

Signature of borrower who is unable to come
Name

Signatures of co-borrower attested

Names of Co-borrower(s)	Signatures of co-borrower(s)	Signature of borrower who being unable to come is attesting the signature
1.		
2.		

² Strike off whichever is not applicable

(Authority letter format when none of the property owners can come to collect the property documents in person. On the stamp paper of Rs. 100/-)

SPECIAL POWER OF ATTORNEY

This Special Power of Attorney is executed at _____ on this _____ day of _____, 20__ BY

1. _____s/o/D/o/w/o_____Resident of (Complete Address to be mentioned);
2. _____s/o/D/o/w/o_____Resident of (Complete Address to be mentioned);³

(hereinafter collectively referred to as "I/We" or "Executants" which expression shall include my/our agents, heirs, executors, successors, and assigns) of the One Part;

IN FAVOUR OF

B S Goel Finance Company Pvt. Ltd., a company registered under the provisions of Companies Act, 1956 and is regulated under Companies Act, 2013 and is registered with Reserve Bank of India (RBI) as Non Banking Finance Company (hereinafter called the "Lender" or "BSG Finance"), which expression shall unless repugnant to the context or meaning thereof include its successors and assigns) of the Other Part;

WHEREAS

- A. I/We have availed a Mortgage Loan of Rs.____/- alongwith _____ ("Borrower/Co- Borrower") bearing Loan Account No. _____("Loan") from the Lender.
- B. The repayment of the Loan was secured by creating equitable/registered mortgage (by depositing the original title deeds) of the immovable property situated at _____

("Immovable Property") in favour of the Lender.
- C. The aforesaid Loan account stands closed upon payment of all dues, however, I am/We are unable to visit the branch to complete the formalities and receive the original title deeds of the immovable property due to _____.

NOW KNOW ALL AND THESE PRESENTS WITNESS that I/We hereby authorize, nominate, constitute and appoint _____my _____ residing at _____ having _____Card No. __("Attorney") as my true and lawful attorney for me/us, in my/our

³ Mention names of all Mortgagors/Property Owners

⁴ Strike off whichever is not applicable

⁵ Mention reason for inability to visit

⁶ Mention details of ID proof of attorney

name, on my/our behalf and at my/our sole risk and cost to do, execute and perform all or any of the following acts, deeds, matters and things, that is to say:

1. To receive the original title deeds of the above immovable property from the Lender and sign and execute any writings, undertakings, indemnities, agreement, etc. with the Lender as an acceptance/receipt in order to receive the original title deeds.
2. To execute such documents as required by the Lender to give full discharge to the Lender.

AND I DO HEREBY agree to ratify and confirm all and whatever my said Attorney shall or purport to do or cause to be done by virtue of these presents.

In Witness Whereof I/We have hereunto set and subscribed our hands and seals at _____ this day of __20__.

Signature of Executants

Mr. /Ms. _____

Residing at _____

Mr. /Ms. _____

Residing at _____

Mr. /Ms. _____

Residing at _____⁷

Identified by me

Before me,

Advocate Notary Public

Accepted and Confirmed:

Name of the Attorney
Attorney Residing at _____

Specimen Signature of

⁷ To be signed by all mortgagors/property owners