THE

SOP FOR RELEASE OF IMMOVABLE PROPERTY

OF

ABHIYAN CAPITAL (INDIA) PRIVATE LIMITED

(Formerly Dowell Fiscal Services Private Limited)

CIN: U65999MH1995PTC289390

abhiyan capital

towards progress

This Policy has been approved by the Board of Directors of Abhiyan Capital (India) Private Limited and shall remain effective until amended, revised, or superseded by the Board of Directors.

SOP FOR RELEASE OF IMMOVABLE PROPERTY

Abhiyan Capital (India) Private Limited

(Formerly Known as Dowell Fiscal Services Private Limited)

A. INTRODUCTION OF OUR COMPANY

Abhiyan Capital (India) Private Limited formerly Known as Dowell Fiscal Services Private Limited (hereinafter referred as "the Company" or "ACIPL") a Non-Banking Financial Company ('NBFC') holding a valid Certificate of Registration ("CoR") with Reserve Bank of India ('RBI'). The company is a NBFC Investment and Credit Company (NBFC-ICC)-NBFC-Base Layer (NBFC-BL).

B. REGULATORY REQUIREMENT

The Reserve Bank of India, vide the Master Direction – Reserve Bank of India (Non-Banking Financial Companies – Responsible Business Conduct) Directions, 2025, as amended from time to time, has prescribed guidelines regarding the release of movable and immovable property documents upon full repayment or settlement of loans.

In compliance with the aforesaid Directions and Fair Practice Code adopted, the Company has formulated and implemented a Standard Operating Procedure ("SOP") for the release of movable/immovable property documents. The SOP has been established with the objective of ensuring timely release of such documents and preventing customer grievances related thereto, in accordance with the applicable RBI directives.

C. RELEASE OF PROPERTY DOCUMENTS FRAMEWORK

Timelines for release of Property Documents

According to the RBI's guidelines, ACIPL 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 realization of funds in ACIPL'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, ACIPL shall issue a No-Objection Certificate (NOC) to the borrower(s) declaring that he/she has no outstanding dues towards the ACIPL. Borrower(s) are advised to observe the original property documents release process enclosed in Annexure 1.

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 ACIPL where the documents are available, based on their preference. This added convenience enhances the borrower's experience.

Transparency in Loan Sanction Letters

ACIPL 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.

Compliance for release of documents

Scenario	Action
Joint Ownership of Property and Demise of Either Co-owner	Documents shall be released to the co-owner/legal heir(s) subject to compliance with the following: 1. Submission of photocopy of Death Certificate of the deceased owner/co-sharer. 2. Submission of photocopy of Succession Certificate/Order issued by a competent court or Legal Heirship Certificate issued by the respective administrative authority. 3. Original property documents shall be handed over jointly to all legal heirs of the deceased along with the surviving co-owner. 4. An original indemnity bond indemnifying ACIPL against any future loss, damage, claim, or liability shall be obtained from the legal heirs. 5. In case a registered Power of Attorney has been executed by all legal heirs in favour of the co-owner or any one of the borrower/co-borrowers, such authorised person may collect the original documents along with the remaining co-borrowers. 6. Self-attested photocopies of KYC documents of all concerned persons (borrower/co-borrowers and legal heirs) shall be obtained and documented. 7. In case any of the above conditions are not fulfilled, release of property documents shall be subject to the sole discretion of the RE.
Demise of Sole Property Owner	Documents shall be released to the legal heir(s) subject to compliance with the following: 1. Submission of photocopy of Death Certificate of the deceased owner. 2. Submission of photocopy of Succession Certificate/Order issued by a competent court or Legal Heirship Certificate issued by the respective administrative authority. 3. Original property documents shall be handed over jointly to all legal heirs of the deceased. 4. An original indemnity bond indemnifying ACIPL against any future loss, damage, claim, or liability shall be obtained from the legal heirs. 5. In case a registered Power of Attorney has been executed by all legal heirs in favour of any one of the borrower/co-borrowers, such authorised person may collect the original documents along with the remaining co-borrowers.

	6. Self-attested photocopies of KYC documents of all concerned persons (borrower/co-borrowers and legal heirs) shall be obtained and documented. 7. The person receiving the original documents on behalf of the deceased must be a party to the loan agreement. 8. In case any of the above conditions are not fulfilled, release of property documents shall be subject to the sole discretion of the RE.

Compensation for Delay

If ACIPL fails to release documents or file charge satisfaction forms within 30 days of full repayment/ settlement of loan (the date realization of funds in ACIPL's Bank account will be considered as complete repayment /settlement date), ACIPL must communicate the reasons for the delay to the borrower. In cases where the ACIPL is responsible for the delay, it must compensate the borrower at the rate of ₹5,000 per day of delay.

Loss or Damage

In the unfortunate event of loss or damage to original property documents, either partially or entirely, ACIPL must assist the borrower in obtaining duplicate or certified copies. ACIPL will bear the associated costs and pay compensation as mentioned in paragraph 7. However, ACIPL is granted an additional 30 days to complete this process.

Additional Legal Rights

The compensation provided under these directives does not affect a borrower's right to seek further compensation as per applicable laws. These guidelines shall be effective from December 1, 2023, which aim to protect borrowers' rights and ensure a smoother, more accountable lending process. thereby enhancing the overall borrowing experience for consumers.

Header	Remarks	Responsibility	TAT
Full Repayment / Settlement	Realisation of funds in the Company's bank account upon full repayment or settlement of loan dues.	COPS	As and when applicable
Closure of Loan	Closure of loan in the system upon full repayment, settlement, or term maturity.	COPS	As and when applicable
Customer Communication	Intimation to the customer regarding closure of loan through letter, SMS, WhatsApp, or voice call.	COPS	As and when applicable
Dispatch of Original Documents	Dispatch of original documents along with NOC to the concerned service branch.	COPS	As and when applicable
Customer Communication	Intimation to the customer regarding dispatch of original documents/NOC through letter, SMS, WhatsApp, or voice call.	COPS	As and when applicable
Document Handover	Original documents to be re-dispatched/handed over through the service	COPS	As and when applicable

	branch upon confirmation from the customer.		

D. <u>REVIEW MECHANISM OF THE CODE</u>

The SOP shall be amended or modified in Consequent upon any amendments in RBI Master Directions or any change in the position of the Company. The same shall be reviewed by the Board/Authorised Committee as and when recommended by Whole Time Directors or Managing Director of the Company.

In case of any contradiction of the provision of this SOP with any existing legislations, rules, regulations, laws or modification thereof or enactment of a new applicable law, the provisions under such law, legislation, rules, regulation or enactment shall prevail over this SOP.

Annexure 1

<u>Document release process</u>

Within 7 (seven) days from the closure of loan, borrower(s) need to contact the ACIPL 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 signature is different from Identity proofs, then signature must be attested by gazette 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 ACIPL for removal of charge on the property in any government record, borrower(s) may discuss the same with the ACIPL's personnel at the time of release of property documents.

FORMAT OF AUTHORITY LETTER TO AUTHORISE THE BORROWER TO COLLECT THE PROPERTY DOCUMENTS ON BEHALF OF THE OTHER CO BORROWER

(Please contact ACIPL to confirm stamping requirements, if any, applicable to this Authority Letter.)

Date:

To,
The Manager
Abhiyan Capital (India) Private Limited
(Formerly known as Dowell Fiscal Services Private Limited)

Subject: Authority Letter for collecting original title documents of property deposited towards security for repayment of Loan Account No. _______________

Dear Sir/Madam,

This is with reference to Loan Account No. _______ and the repayment/closure/settlement thereof.

I/We hereby authorise Mr./Mrs. _________, who is/are the co-borrower(s) in the aforesaid loan account, to collect and receive on my/our behalf the original title/property documents pertaining to the property situated at__________________. The aforesaid documents were deposited with the Company as security for repayment of the above-mentioned loan. I/We are enclosing herewith the following documents for identification and verification purposes:

1. Attested copy of the authorised co-borrower's ID Proof
    - ID Type: ________
    - ID Number: _________
2. Self-attested copy of my/our ID Proof
    - ID Type: __________
    - ID Number: __________

I/We request you to kindly hand over the original property documents to the authorised co-borrower(s) mentioned above. The signature of the authorised co-borrower(s) is attested by me/us below.

Thanking you,

Sr. No.	**Names of Co-borrower(s)**	**Signatures of Co-borrower(s)**	**Signature of Borrower who is unable to come and is attesting the signature**
1.			
2.			

FORMAT OF SPECIAL POWER OF ATTORNEY 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 on this ___ day of ________**, 20**__by Mr/Ms. _________ S/o or D/o or W/o ____________ Resident of__________ (Complete address is to be mentioned) &/or Mr/Ms. _________ S/o or D/o or W/o ____________ Resident of__________ (Complete address is to be mentioned) (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

Abhiyan Capital (India) Private Limited (formerly known as Dowell Fiscal Services Private Limited), a company registered under the provisions of Companies Act, 1956 and is regulated under Companies Act, 2013 and is registered with RBI as Non Banking Financial Institution (hereinafter called the "Lender" or "ACIPL"), 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 Secured Business Loan of Rs. __________/- along with __________________ ("Borrower/Co-borrower") bearing Loan Account No. __________ ("Loan") from the Lender.

B. The repayment of the Loan was secured by creating an 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 MEN BY THESE PRESENTS

That I/We hereby authorise, nominate, constitute, and appoint Mr./Ms. ______________________, residing at ____, having __________________ Pan Card No. __________________ (“Attorney”), as my/our true and lawful attorney for me/us, in my/our name and 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:

1. To receive the original title deeds of the above-mentioned Immovable Property from the Lender and sign and execute any writings, undertakings, indemnities, agreements, etc., with the Lender as acknowledgment/receipt for receiving the original title deeds.
2. To execute such documents as may be required by the Lender to provide full discharge to the Lender.

NOW KNOW ALL AND THESE PRESENTS WITNESS that I/We hereby authorize, nominate, constitute and appoint Mr. / Ms. __________ S/o_______ Resident of ________ having Card No.__________ (“Attorney”) as my true and lawful attorney for me/us, in my/us

AND I/WE HEREBY agree to ratify and confirm all acts, deeds, and things whatsoever that my/our said Attorney shall lawfully do or cause to be done by virtue of these presents.

IN WITNESS WHEREOF

I/We have hereunto set and subscribed my/our hands and seals at _______________ on this ___ day of ________**, 20**_______.

Mr./Ms/ ___________ Residing of ___________	Signature of Executants
Mr./Ms/ ___________ Residing of ___________	Signature of Executants

Name of Attorney ________ Address ___________	

	Signature of Attorney

Details of Witnesses

Witness 1 Name Address Sign	Witness 2 Name Address Sign

Details of Notary Person verifying this power of attorney

Name of the Notary person: Address:	Specimen Seal Signature

*****END OF DOCUMENT****