



Dhani Loans And Services Limited

(CIN:U74899DL1994PLC062407)

FAIR PRACTICES CODE

Fair Practices Code was first adopted by the Board of Directors of Malpani Securities Private Limited in its meeting held on October 16, 2006. Malpani Securities Private Limited was later named as Shivshakti Financial Services Private Limited, then IVL Finance Limited than Indiabulls Consumer Finance Limited, which was subsequently renamed as Dhani Loans and Services Limited. The current Fair Practices Code (FPC) as is being adopted by Dhani Loans and Services Limited (DLSL or herein referred as Company) is in accordance with the guidelines applicable to Systemically Important Non-Deposit taking NBFC as per Chapter VI of the RBI Master Direction DNBR (PD). 008/03.10.119/2016-17 and with updations thereof). The Fair Practices Code is as under:

FAIR PRACTICES CODE

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1. OBJECTIVES & APPLICATION

1.1 Objectives of the Code

Dhani Loans and Services Limited (herein after referred as DLSL/company) has set its objective to pursue best corporate practices and to bring about utmost transparency in business practices followed internationally and thereby foster customer confidence in the Company. Accordingly, the Present Code has been set to:

- i) promote good and fair practices by setting minimum standards in dealing with customers.

- ii) ensure transparency so that the customer can have a better understanding of what he/she can reasonably expect of the services provided by our Company.
- iii) encourage market forces, through competition, to achieve higher operating standards; and
- iv) Promote fair and cordial relationship between the customer and the Company through robust customer communications and Grievance Redressal Mechanism and thus foster confidence of the former in the latter.

1.2. Application of the Code

All parts of this Code apply to all the loan products and services which are presently being provided or which may be introduced hereafter whether they are provided by the company across the counter, over the phone, by post, through interactive electronic devices, on the internet or through Company's agents or by any other method. Copy of the fair practices code shall be displayed at all offices/branches of the Company. A copy of FPC shall also be displayed at the website of the Company notifying members of the general-public and all stakeholders about the codes being adopted by the Company.

2. OUR COMMITMENTS TO THE CUSTOMERS

2.1 To act fairly and reasonably in all dealings with customers by ensuring that:

The Company shall meet the commitments and standards defined in this Code for the products and services it offers and, in the procedures, and practices its staff follows. All the products and services would meet relevant laws and regulations in letter and spirit; and dealings with customers and shall rest on ethical principles of integrity and transparency.

2.1.1 While dealing with the customers, the company shall refrain from interference in the affairs of the borrower except for the purpose(s) provided in the terms and conditions of the loan agreement.

2.1.2 Company shall not charge excessive interest to borrowers. Rationale of rate of interest being charged from a customer shall be explained. All rates & charges shall be mentioned in loan application form as well as in the sanction letter.

2.1.3 The rates of interest and the approach for gradation of risks shall also be made available on the website of the company.

2.1.4 In case of receipt of request from the borrower for transfer of borrowal account, the consent or otherwise i.e., objection of the company, if any, shall be conveyed within 21 days from the date of receipt of request. Such transfer shall be as per transparent contractual terms in consonance with law.

2.2 To help customers understand how our financial products and services work by ensuring that:

- i) The contents of advertisements and promotional literature will be as far as possible clear and not misleading. Performa of loan agreement & other documents that may be required to execute & signed by customer for obtaining loan shall be available on the website of the Company for display to facilitate our intending clients to know & understand his rights and obligations by entering loan agreement before hand, so that, an informed decision is taken while obtaining services from us.
- ii) In the first instance, the customers would be explained and provided with relevant documents etc. containing information about the products and services in any one or more of the following languages: Hindi, English or the appropriate local language. To ensure absolute transparency, the customers shall be provided clear information about the nature of products and services, their terms and conditions, the interest rates per annum / service charges, EMI to be payable for servicing of the loan product, documents to be submitted to the company for the products etc. as may be applicable.
- iii) Give customers full information about the benefits which would accrue to them, how he could avail such benefits, their financial implications and whom he could contact in the event of any doubt for addressing his queries.
- iv) To help ensure the above, the Company would provide help line thereby providing customer appropriate guidance in the matter. Besides the above, customers would be provided with name of the Designated Officer(s) with his/their contact details who is/ are responsible for redressing their grievances.

2.3 To help customers to use our products and services by providing:

- i. Provide a copy of the duly signed loan agreement indicating details of terms & conditions of the loan sanctioned to the borrower. The Company would ensure, arrange and provide the customers regular, appropriate updates by means of interactive meeting, through display in website or by e-mail/ mailing printed letters.
- ii. Dissemination of information about changes in the interest rates, charges and terms and conditions and so on. Further, Company would mention the rate of penal interest for late payment in bold in the Loan agreement.
- iii. The change in the interest will be intimate with advance notice before its application. The revision of interest rate or service charges will be applicable only prospectively.

2.4. To deal quickly and sympathetically with things that may go wrong at any stage, by:

- i. Taking prompt and appropriate action to mitigate the impact of the mistake, if any, on the part of the Company.
- ii. Handling customers' complaints promptly.
- iii. Informing Customers about the systems and procedures existing within the Company by following which the customers can approach to the higher authorities if their grievances are not adequately redressed by their initial interface with the officials of the Company.
- iv. Making suitable arrangements to counter any problem that may arise due to any technological failure.

2.5 To treat all personal information of customers as private and confidential

We are committed and shall treat all personal information of our customers as private and highly confidential subject, however, subject to paragraph 5 herein below.

2.6 To publicise the code our company shall:

- i. inform our existing and new customers about the Code
- ii. make this Code available on request either over the counter or by electronic communication.
- iii. make available this Code at every branch of the Company and on the website of the Company;
and
- iv. ensure that the staff of the Company are well trained to provide relevant information about the Code and to put the Code into practice.

2.7 To adopt and practice a non-discrimination policy

Our Company shall not discriminate based on age, race, caste, gender, marital status, religion, or disability.

2.8 Special care to senior citizen and physically challenged persons

We shall make our best efforts to make it easy and convenient for our customers like senior citizens, physically challenged persons and illiterate persons in their dealing with us.

3. DISCLOSURE AND TRANSPARENCY

3.1 Our Company believes in complete disclosures and transparency in dealing with our customers. We shall provide fullest information about all factors which may have any bearing on the transactions between the Company and the customers including but not limited to the interest rates, common fees and charges through all possible means including:

- i. Putting up notices in the branches
- ii. Through Telephone or helplines.
- iii. Through the company's website.
- iv. Through designated staff/helpdesk.
- v. Providing service guide / tariff schedule; and
- vi. As far as possible all the relevant details will be incorporated in the prescribed application form for the product.

3.2 In respect of prospective customers the Company shall:

- i. Provide clear information explaining the key features of the services and products that customers may be interested in the Loan Application Forms with all necessary information which affects the interest of the borrower so that a meaningful comparison with the terms and conditions offered by other NBFCs can be made and there by informed decision can be taken by the borrower. The loan application will indicate the documents that may be required to be submitted with the application form. An acknowledgement shall be provided to the applicant.
- ii. Assist the customers in selecting products and services that may suit the customers' needs.

- iii. Apprise the customers about various means through which products and services of the Company are offered [for example, on the Internet, over the phone, in branches and so on] and inform them about the sources and means to get more information about these products and services.
- iv. Inform the customers about the requisite information and documents required from him / her to prove his / her identity and address, for complying with legal, regulatory and internal policy requirements.

3.3 To those who have become customers, the Company shall:

- i. Provide updated information that may be developed, generated, or derived by the Company in relation to key features of the products, including applicable interest rates / fees and charges.
- ii. Provide extra and updated information on rights and responsibilities of the customers.
- iii. automatically register the customer's name under a 'Do Not Call' Service and shall not inform/ extend through telephone calls/ SMSs/ emails any new product/ service unless and until the customers inform the company in writing their consent to avail of this information/ service.

3.4 Interest rates:

DLSL shall lay down appropriate internal principles and procedures in determining interest rates and processing and other charges. ALCO of the company shall determine rates & charges from time to time in accordance with the principle laid down by the Board of the Company. The Company shall give requisite information to the customers on -

- i. the interest rates calculated on an annualized rate which applies to his/her loan accounts.
- ii. how interest is applied to his / her account and method of calculation of interest including penal interest that may be applicable in the event of default/delayed payment as well as EMI payable by the customer.

3.5 Changes in interest rates

The Company shall inform well in advance to the customers about its decision to make changes in interest rates on the products offered by the Company and the changes so made in interest rates would be made applicable prospectively.

3.6 Fees & charges

- i. The Company shall display in all its branches, in Company's website a notice about the tariff schedule which the customers would be allowed to see free of cost. The customers would also be provided a list of services rendered by the Company free of charge.
- ii. The tariff schedule given to the customers in respect of the products and services chosen by him shall contain all details about the charges as applicable to, and which the customer shall be liable to pay for availing the products and services so chosen by the customers.
- iii. Shall provide to the customers information about the penalties which shall be levied on him in case of non-observance/ violation of any of the terms and conditions governing the product/ services chosen by them.

3.7 Prepayment Charges

Company shall not levy prepayment penalty from individual borrowers having taken term loan under floating rate of interest as per RBI Master Directions DNBR.PD.008/03.10.119/2016-17 dated September 01, 2016 and updations thereof. However, in case of change in our policy on foreclosure of loan accounts due to change in Regulatory Guidelines, pre-payment penalty shall be applicable as per the prevailing policy on date of the foreclosure of loan account which is published on the website of the Company for information of all stake holders.

3.8 Changes in fees & charges

If the Company decides to increase any of these charges or introduce a new charge, it will be notified one month prior to the revised charges/new charges being levied / becoming effective.

3.9 Terms and conditions

- i. The Company shall suitably advise the customer availing a product/ service for the first time, about the relevant terms and conditions for the products/ services he/ she has asked the Company to provide.
- ii. The terms and conditions governing the products and services of our Company shall be fair and shall set out respective rights especially the right of the customers to make nomination. The said terms and conditions shall spell out the liabilities and obligations clearly. Endeavour shall be made to prepare and present these terms and conditions in plain and simple language. The Company shall keep on record the acceptance of these terms and conditions by the borrower.

3.10 Changes in the Terms and Conditions

Any change in the terms and conditions shall be communicated to the customers through any of the following channels:

- i. Personal intimation.
- ii. Notice Board at each branch.
- iii. Internet, including email and website.
- iv. Newspaper, whenever required.
- v. Normally, changes would be made with prospective effect and due notice of such changes would be given to the customers in advance.
- vi. If it is not possible to intimate the customer about any change in the terms and conditions in advance and if the change is made without giving advance notice to the customer, the change so made shall be duly notified within 30 days. If the terms and conditions after making such changes i.e., changes made without giving prior intimation to the customer, become disadvantageous to any customer, then such customer may within 60 days and without giving any notice either close his/her account or switch it without having to pay any extra charges or interest.
- vii. If there is any major change or a lot of minor changes in the terms and conditions, then upon the request of the customer, the same shall be duly informed to the customer and the

customer shall be provided with a copy of the new terms and conditions or a summary of the changes.

4. ADVERTISING, MARKETING AND SALES

4.1 The Company shall:

- i. Make its endeavors to ensure that all advertising and promotional material released by the Company is clear, and not misleading.
- ii. The Company would endeavor that any advertisement released in media and/or promotional literature that draws attention to any service or product of our Company and includes a reference to an interest rate, shall also indicate other fees and charges, if any, applicable to such product or service and full details of the relevant terms and conditions would be made available on request.
- iii. Whenever the service of any third party is used for providing support services, we shall ensure that such third-party handle customer's personal information (if any available to such third parties) with the same degree of confidentiality and security.
- iv. Company may, from time to time, communicate to customers various features of its products availed by them. Information about any other products or promotional offers in respect of products / services shall be conveyed to customers only if he / she has given his / her consent to receive such information/ service either by mail or by registering for the same on the website or on customer service number.
- v. We would prescribe a code of conduct to the Direct Selling Agencies (DSAs) whose services we may avail to market products/ services which amongst other matters require them to identify themselves when they approach the customer for selling products personally or through phone.
- vi. In the event of receipt of any complaint from the customer that Company's representative/ courier or DSA has engaged in any improper conduct or acted in violation of this Code, appropriate steps shall be initiated to investigate and to handle the complaint and indemnify the customer if found appropriate.

5. PRIVACY AND CONFIDENTIALITY

5.1 All personal information of customers shall be treated as private and confidential [even when the customers are no longer customers] and shall be guided by the following principles and policies. Company shall not reveal information or data relating to customer accounts, whether provided by the customers or otherwise, to anyone, including other entities in our group, other than in the following exceptional cases:

- i. If the information is to be given by law or by the direction of the regulator/s.
- ii. If there is a duty towards the public to reveal the information.
- iii. If the Company's interests require them to give the information (for example, to prevent fraud) but the same shall not be used as a reason for giving information about customer or customer accounts [including customer name and address] to anyone else.
- iv. If the customer asks the Company to reveal the information, or with the customer's permission.

- v. If the Company is asked to give a reference about customers, with his / her written permission.
- vi. The customer shall be informed the extent of his / her rights under the existing legal framework for accessing the personal records that holds about him /her.
- vii. The Company shall not use customers' personal information for marketing purposes by anyone unless the customer specifically authorizes to do so.

5.2 Credit reference agencies

- i. When a customer opens an account, the Company shall inform him/ her when the Company may pass his / her account details to credit reference agencies and the checks that may make with them.
- ii. The Company may give information to credit reference agencies about the personal debts the customer owes to the Company if:
 - The customer has fallen behind with his / her payments.
 - The amount owed is not in dispute; and
- iii. The customer has not made proposals that the Company is satisfied with, for repaying his / her debt, following Company's' formal demand in these cases, Company shall intimate the customer in writing that it plans to give information about the debts the customer owes to the Company to credit reference agencies. At the same time, the Company shall explain to the customer the role of credit reference agencies and the effect the information they provide can have on customer's ability to get credit.
- iv. The Company may give credit reference agencies other information about the customer's account if the customer has given his / her permission to do so. A copy of the information given to the credit reference agencies shall be provided by the Company to the customer, if so demanded.

6. COLLECTION OF DUES

6.1 Whenever loans would be given, the customer would be explained of the repayment process by way of the amount, tenure and periodicity of repayment. If the customer fails to adhere to the prescribed repayment schedule, appropriate action for recovery of dues shall be taken under the laws of land and no undue harassment will be resorted to.

6.2 DLSL has framed collection policy based on courtesy, fair treatment and persuasion. The Company believes in fostering customer confidence and long-term relationship. The staff or any person authorized to represent the Company in collection of dues or/ and security repossession shall identify himself/ herself and display the authority letter issued by the Company. He/she shall upon request of customer, display his/ her identity card issued by the Company or under authority of the company. Company shall provide customers with all the information regarding dues and shall endeavor to give sufficient notice for payment of dues.

6.3 All the members of the staff or any person authorized to represent the Company in collection or / and security repossession shall strictly follow the Codes set out below:

- i. Customer would be contacted ordinarily at the place of his/ her choice and in the absence of any specified place at the place of his/ her residence and if unavailable at his/ her residence, at the place of business/ occupation.
- ii. Identity and authority to represent the Company shall be made known to the customer at the first instance.
- iii. Customer's privacy shall be respected.
- iv. Interaction with the customer shall be in a civil manner. Utmost care shall be taken in the use of language while interacting, so that at any point of time the customer should not feel hurt/feel any un-courteous treatment. While interacting with women borrowers, due respect as per Indian culture and tradition shall be maintained.
- v. Company's representatives shall contact the customers between 07:00 hrs and 19:00 hrs, unless the special circumstances of the customer's business or occupation require otherwise.
- vi. Customer's request to avoid calls at a particular time or at a particular place shall be honored as far as possible.
- vii. Time and number of calls and contents of conversation would be documented.
- viii. All assistance would be given to resolve disputes or differences regarding dues in a mutually acceptable and in an orderly manner.
- ix. During visits to customer's place for dues collection, decency and decorum shall be maintained.
- x. Inappropriate occasions such as bereavement in the family or such other calamitous occasions, if comes to the knowledge the Company, shall be avoided for making calls/visits to collect dues unless the same is required for meeting legal compliance.

6.4 Repossession of hypothecation/lien assets

The loan agreement shall have a built in legally enforceable re-possession clause in the contract/loan agreement with the borrower. Re-processing process shall be carried out transparently as per terms and conditions of the contract/loan agreement and process be followed regarding:

- i. Notice period before taking possession.
- ii. Circumstances under which the notice period can be waived.
- iii. The procedure for taking possession of the security.
- iv. a provision regarding final chance to be given to the borrower for repayment of loan before the sale / auction of the property.
- v. The procedure for giving repossession to the borrower, and
- vi. The procedure for sale/ auction of the property. A copy of such terms and conditions be made available to the borrowers along with a copy of the loan agreement and copy of each of all enclosures quoted in the loan agreement to all the borrowers at the time of sanction/ disbursement of loans, which may form a key component of such contracts/ loan agreements.

7. COMPLAINTS AND GRIEVANCES

Internal machinery to handle customer complaints/ grievances:

Complaint Registration:

A customer may lodge a complaint on phone, in writing or through electronic means, if he/she is not satisfied with the services provided by DLSL. Arrangements for receiving complaints and suggestions are given hereunder. Customer can also call through below mentioned helpline nos. to register

his/her complaint or he/she may further escalate concern as per matrix given in Escalation Grid. Whenever a complaint call or mail is received, sender receives a response back within three working days acknowledging his/her complaint.

Helpline Numbers are:

The customer can reach out to our customer service centre between 8:00 A.M. to 8:00 P.M. on 0124-6555555.

Further, whenever any complaint is received in the form of a hardcopy i.e. through any letter etc, same is recorded in a register. In all such cases, our representative calls/contact customer at the earliest to find out the exact nature of his/her complaint.

In relation to all complaints received through regulators, we record all such complaints in a complaint register. After receiving and recording such complaints our representatives contact customers and also find out the facts of the complaint to resolve them on urgent basis.

Complaints in Person:

A Complaint book is available at the branches. A customer can obtain it from the branch and record his/her grievances therein. Customer may use complaint/visitors book kept at branch for any feedback/ suggestions for improvement in our products and services.

Complaints through mail/e-mail:

Customer can also submit complaint by post or through e-mail. Complaints received by e-mail shall be acknowledged by e-mail. Whenever a complaint call is received, sender receives a reply back confirming acknowledgement of his complaint. Complaints can also be lodged at DLSL's e-mail id: grievance@dhani.com.

Resolution of Grievances:

Grievances related to attitudinal aspects:

Such complaints should be handled courteously, sympathetically and above all swiftly. Misbehaviour/ rude behaviour with customers be treated at Zero tolerance level and immediate action is to be taken. DLSL, under no circumstances, tolerate misbehaviour of any degree by staff members.

Grievances relating to transactions /operations:

Primarily, branch is responsible for the resolution of complaints/grievances in this category. Branch would be responsible for ensuring rectification of entry / transaction or satisfaction of customers. It is the foremost duty of the branch to see that the complaint is resolved to the customer's satisfaction and if he is not satisfied, then to provide him with alternate avenues to escalate the issue. In case, it is not getting resolved at branch level, they can refer the case to Head Office for guidance/resolution.

In case customer is not satisfied with the redressal provided by the DLSL within 30 days, he/she can also approach the office of Non-banking Ombudsman set up by RBI for redressal. The contact details are displayed at each branch.

Any Customer who has a grievance against the Company on any one or more of the grounds mentioned in Chapter IV of the Integrated Ombudsman Scheme, 2021 for NBFCs issued by RBI on November 12th, 2021 and updations thereof (for details visit https://rbidocs.rbi.org.in/rdocs/content/pdfs/RBIOS2021_121121.pdf), may himself or through his authorised representative (other than an Advocate), make a complaint to the Integrated Ombudsman in the manner detailed hereinbelow.

Time frame:

Complaints are to be seen in the right perspective because these indirectly lead to continuous improvement in the working of the Company. Complaints received would be analysed from all possible angles. DLSL will endeavour to send an acknowledgement within three working days of receipt. Complaint should be resolved maximum within 30 days from the date of receipt.

Time matrix for dealing complaint redress process with escalation matrix for various natures of complaints has been given in Annexure- Escalation Grid. Departments/officials dealing with the customer complaints are required to strictly adhere to the same.

Periodical MIS on complaint is generated and circulated amongst the senior officials of the Company for their knowledge and further instructions, if any.

Review Mechanism

Customer Service Review by Customers' Grievance/ Risk Management Committee

There is a specific service committee of the Management which periodically reviews major areas of customer grievances and measures taken to improve customer service.

The committee would also consider unresolved complaints/grievances and may offer its advice.

Nodal Officer for the purpose of Grievances as per Ombudsman Scheme:

Aggrieved customers can write directly to the Principal Nodal Officer regarding their grievances at the following address:

To,
Mr. Sanjeev Kashyap
Principal Nodal Officer
Dhani Loans and Services Limited
Plot No 108, 5th Floor,
Udyog Vihar, Phase-I,
Gurugram – 122016
Ph.: 0124-6037111
Email: nodal@dhani.com

Mandatory Display Requirements:

- DLSL provides:
- Appropriate arrangement for receiving complaints and suggestions.
- The name, address and contact number of Nodal Officer / Branch Heads.

- Code of DLSL's commitments to customers/Fair Practice code. .
- As per the Salient features of Ombudsman Scheme, the name and contact details of the Ombudsman, who can be approached by the customer
- Display of comprehensive notice board/Booklet containing policies, documents advised by RBI and other authorities etc. relating to customer services for his/her information in Branches.

Interaction with customers:

The DLSL recognizes that customer's expectation/requirement/ grievances can be better appreciated through personal interaction with customers by their staff. Many of the complaints arises on account of lack of awareness among customers about services offered and such interactions helps customers to avail such services and it reduces the no of queries/complaints at later stage.

Sensitizing operating staff for improvement in service & handling complaints:

- 1.1** Complaints occur very often due to lack of knowledge and awareness of the products and services. The Nodal Officer is required to give feedback on training needs of staff at various levels to the Central Training Centres.
- 1.2** DLSL deal with customers from different segments, which may give rise to difference of opinion and areas of friction. To deal with customers with a positive attitude and a customer friendly behaviour, the selection of front line staff should be carefully done. With an open mind and a smile on the face, staff should be able to win the customer's confidence. Imparting soft skills required for handling irate customers, should be an integral part of the training programs. It would be the responsibility of the Nodal Officer to ensure that the internal machinery for handling complaints/grievances operates smoothly and efficiently at all levels.

ANNEXURE- Escalation Grid

FIRST LEVEL	Customers are requested to visit, call or write to the nearest branch of DLSL. Name of Branch Head: Contact details : Phone, email and full address: Or send an email at support@dhani.com
SECOND LEVEL	If not attended within 7 working days, lodge a complaint through customer help line nos. mentioned below: Customers can reach out to our customer service centre between 8:00 AM to 8:00 PM on 0124-6555555. Or send an email at grievance@dhani.com
THIRD LEVEL	If the complaint is not resolved satisfactorily within 15 working days, customer can contact our principal nodal officer at: Mr. Sanjeev Kashyap Principal Nodal Officer Dhani Loans and Services Limited Plot No 108, 5th Floor, Udyog Vihar, Phase-I, Gurugram – 122016 Phone 0124-6037111, Email: nodal@dhani.com
FOURTH LEVEL	As per the “INTEGRATED OMBUDSMAN SCHEME, 2021” issued by the Reserve Bank of India on 12 November 2021 and updations thereof, if the complaint is not redressed satisfactorily within 30 days, the customer may lodge the complaint online through the portal designed for the purpose i.e. https://cms.rbi.org.in . The complaint may also be submitted through electronic or physical mode to the Centralised Receipt and Processing Centre in the following manner – <u>Electronic Mode</u> Email ID– crpc@rbi.org.in <u>Postal Address</u> Centralised Receipt and Processing Centre, Reserve Bank of India, 4th Floor, Sector 17, Chandigarh – 160017 Toll-free number: 14448 (for enquiry)

*Board of Directors/Committee of the Board to periodically review grievance redressal process as well as issue instructions in the matter so that customer gets expeditious and fair resolutions of his grievances.

8. KNOW YOUR CUSTOMER (KYC) GUIDELINES

8.1 As required under know your customer (KYC) guidelines before extending any credit facility or loan a due diligence exercise would be carried out to meet certain statutory requirements which would cover following aspects:

- i. The customer shall be required to provide necessary documents or proofs of his/her identity.
- ii. The customer shall be required to provide such information as may be necessary to meet with Company’s KYC, Anti Money Laundering or any other statutory requirements. Further, certain additional information may be sought which the customer may voluntarily provide. It will be responsibility of the client to provide updated proof of his identity and address periodically.

Provide immediate intimation to the Company in the event of change of his/her recorded address.

- iii. The account opening forms and other material shall be provided by the Company to the customer. The same shall contain details of essential information required to be furnished and documents to be produced for verification and/or for record for meeting the KYC requirements.
- iv. The customer would be duly explained the procedural formalities for opening an account. All necessary clarifications would be provided to the customer as may be sought by him/her.

9. DEPOSIT ACCOUNTS

No employee of the Company shall seek/accept deposit from public in any manner/form so long the Company maintains its registration status as 'non deposit accepting company

10. LOANS

10.1 Before lending any money the company shall make proper assessment of the creditworthiness and repayment capacity of the customer.

i) Time frame for disposal of Loan Application

The Company shall dispose off fully completed loan application within 30 days from the date of submission of the proposal together with all the requisite documents. If the company decides not to provide loan to the customer for any reason, it shall be communicated in writing the reason(s) for rejection of the loan application.

ii) Acceptance of guarantees on behalf of the borrower

If the customer wants the company to accept a guarantee or other security from someone for his liabilities, the company may ask the customer for his permission to give confidential information about his finances to the person giving the guarantee or other security, or to their legal adviser. The Company would:

- encourage the customers to take independent legal advice to make sure that they understand their commitment and the possible consequences of their decision (where appropriate, the documents we ask them to sign will contain this recommendation as a clear and obvious notice).
- tell the customers that by giving the guarantee or other security they may become liable instead of, or as well as, him; and
- tell them what their liability would be.

10.2 Applications for loans and their processing

- i. At the time of sourcing a loan product, the company would provide necessary information about the annual interest rates applicable, as also the fees/charges, if any, payable for processing, pre-payment options and charges if any and any other matter which may be in the interest of the

- borrower, to enable the customer to make a meaningful comparison with those of other companies and make an informed decision.
- ii. The company shall provide acknowledgement for receipt of all loan applications. The applicant will be informed about the time frame within which loan applications will be disposed while accepting application.
 - iii. Normally all particulars required for processing the loan application shall be collected by the company at the time of application. In case any additional information is required, the customer shall be told that he would be contacted immediately again.
 - iv. The Company shall convey to the customer the loan sanctioned along with the terms and conditions thereof. The company shall provide authenticated copies of all the loan documents executed by the customer at the company's' cost along with a copy each of all enclosures quoted in the loan document on request.
 - v. No customer shall be discriminated on grounds of gender, caste and religion in the matter of lending. However, this does not preclude the Company from instituting or participating in schemes framed for different sections of the society.

10.3 Non-Acceptance of Loan Application

If due to any reason, the Company is not able to sanction a Loan who has given a written application, the customer will be advised in writing about the same with reason/s.

10.4 Decision to Recall or Acceleration of repayment of loan amount

Before taking a decision to recall / accelerate payment or performance under the agreement or seeking additional securities for any reason, the Company shall give notice to borrowers in consonance with the loan agreement.

10.5 Closure of Loan Account and release of Securities/Documents

The Company shall release all securities immediately on repayment of all dues or on realization of the outstanding amount of loan subject to any legitimate right or lien for any other claim of the company against borrower. Where the Company decides to exercise its right of set off, the borrower shall be given notice about the same with full particulars about the remaining claims and the conditions under which the company is entitled to retain the securities till the relevant claim is settled /paid.

10.6 Investigation of Fraudulent Transactions

In the event of need for any investigation of a transaction on the customer's account, the customer shall be advised/ requested to co-operate in investigation with the Company and with the police/ other investigative agencies, if the Company needs to involve them. The Company shall advise the customer that if the customer acts fraudulently, he/ she will be responsible for all losses on his/ her account and that if the customer acts without reasonable care and this causes losses, the customer may be responsible for the same.

11. Guarantors

- i. When a person will be a guarantor to a loan, he/she would be informed about:
 - His/her liability as guarantor.
 - The amount of liability he/she will be committing him/herself to the company.
 - Circumstances in which the Company will call on him/her to pay up his/her liability.
 - Whether the Company has recourse to his/her other monies in the company if he/she fail to pay up as a guarantor.
 - Whether his/her liabilities as a guarantor are limited to a specific quantum or are they unlimited; and
- ii. The time and circumstances in which his/her liabilities as a guarantor will be discharged as also the manner in which the Company will notify him/her about this. The Company shall keep him/her informed of any material adverse change/s in the financial position of the borrower to whom he/she stands as a guarantor.

12. GENERAL

The Company shall provide necessary information to the customers:

- i. Explaining the key features of its loan products including applicable fees and charges through most important document.
- ii. Advising the customers what information/ documentation would be required to enable the customer to apply. The customers would also be advised regarding documentation that would be required in respect of his/ her identity, address, employment, etc. and other documents that may be stipulated by statutory authorities (e.g., PAN details) to comply with legal and regulatory requirements.
- iii. Informing the customer that the information provided by the customer in/ with his loan application can be verified either over phone or by visiting the place of his residence or office at the address given by the customer.
- iv. Advising the customer to co-operate if the Company needs to investigate a transaction on the customer's account and with the police/ other investigative agencies, if the Company needs to involve them.
- v. Advising the customer if he acted fraudulently, he/she will be responsible for all losses on his/her account and that if the customer acts without reasonable care and this causes losses, the customer may be responsible for the same.
- vi. Lending platforms to disclose our name and provide grievance redressal avenues as required under the regulatory framework.
- vii. Meticulous Adherence to outsourcing of financial services and other fair Practices guidelines issued by regulator from time to time.

- viii. Company to ensure all agencies whom activity is outsourced comply with regulatory instructions. Wherever company engages digital lending platforms as their agents to source borrowers and/ or to recover dues, they must follow the following instructions:
- a) Names of digital lending platforms engaged as agents shall be disclosed on company website
 - b) Digital lending platforms engaged as agents shall be directed to disclose upfront to the customer, DSL company name on whose behalf they are interacting with him.
 - c) Immediately after sanction but before execution of the loan agreement, the sanction letter shall be issued to the borrower on the letter head of the DSL.
 - d) A copy of the loan agreement along with a copy each of all enclosures quoted in the loan agreement to be furnished to all borrowers during sanction/ disbursement of loans.
 - e) Effective oversight and monitoring to be ensured over the digital lending platforms engaged by DSL.
 - f) Company to ensure adequate awareness about the grievance redressal mechanism.

REVIEW

Fair Practice Code and its implementation shall be reviewed periodically.

It would be general endeavor of the all the staff members and authorized representatives of the Company to maintain cordial relation with the customer all the time in the best interest of the Company. The customer shall be given all the information about the products till he is fully satisfied with the explanation and accepts all the terms and conditions before entering contract/agreement with the company.
