

प्रयास हमारा, उन्नति आपकी

(FAIR PRACTICE CODE)

Fair Practice Code



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I. PREAMBLE

The Reserve Bank of India (RBI) has issued guidelines on Fair Practices Code for Non-Banking Financial Companies (NBFCs) vide Master Circular RBI/2015-16/16 DNBR (PD)CC.No.054/03.10.119/2015-16 on Fair Practices Code dated July 01, 2015 thereby setting standards for fair business and corporate practices while dealing with their customers. PaisaBuddy Finance Private Limited ("the Company") hereby furnishes the Fair Practices Code ("the FPC") based on the guidelines issued by RBI. The Company shall also make appropriate modifications in the FPC from time to time to confirm to the standards that may be prescribed RBI from time to time.

II. KEY OBJECTIVES

The key objectives of putting in place the FPC are as follows.

- a) To act fairly and reasonably in all the dealings with borrowers by ensuring that:
 - i. The Company's products, services, procedures and practices will meet the broad requirements and standards in the FPC;
 - ii. The Company's products and services will be in accordance with relevant laws and regulations asapplicable for the time being in force;
 - iii. The Company's dealings with its borrowers will rest on ethical principles of honesty, integrityand transparency.
- b) The Company will assist its customers in understanding as to what are the broad features of its financial products and services and what are the benefits and risks involved in availing the same by:
 - i. Providing information about the products and services in simple manner;
 - ii. Explaining the documentation process to its Customers.
- c) The Company will make every attempt to ensure that its customers would have trouble-free experience in dealing with it. However, in case of error of commission and/or omissions, it shall:
 - i. deal with the errors promptly and effectively;
 - ii. Deal with the Grievances redressal in a quick and efficient manner and to the satisfaction of thecustomers;
 - iii. Promptly handle Complaints;
 - iv. Have Escalation process, in the event of dissatisfaction of the borrower in handling hiscomplaint(s);



III. APPLICABILITY OF FAIR PRACTICE CODE

The FPC will be applicable to the following broad areas:

- a. Loan applications and processing thereof;
- b. Loan appraisal and terms/conditions;
- c. Disbursement of loans including changes, if any, in terms and conditions;
- d. Post disbursement supervision/monitoring;
- e. Other general provisions.

i. Loan applications and processing thereof

- Loan Application Forms will be made available to the prospective borrowers on request.
- Loan Application Form may also list out the additional information required from the borrowers and their family members in order to enable the Company to create the database.
- Loan Application Form shall provide for giving an acknowledgement to the borrowers acknowledging receipt of the same.
- All the loan applications shall be decisioned within a period of 10 days from the date of receiptof duly completed Loan Application Forms together with the requisite documents and subject to receipt of all documents complying with prevailing rules and regulations by the borrower.
- All communication with the borrowers shall in the language understood and confirmed byborrowers.

ii. Loan appraisal and terms/conditions

- The Company shall consider all the loan applications keeping in mind the risk based assessmentprocedures adopted by it.
- The Company, before sanctioning the loan, would assess the ability of the borrowers to repay the loan.
- The grant of the loan shall be communicated to the borrowers in writing through a SanctionLetter. The Sanction Letter shall contain the broad terms and conditions governing the loan including the annualized rate of interest and method of application thereof.
- A copy of the loan documents including loan agreement and annexures thereof shall be made available to the borrower.
- The default interest rate will be mentioned in the loan agreement.



iii. Disbursement of loans including changes in terms and conditions

- Disbursement of amount of loans sanctioned may be made available to the borrowers on demand subject to completion of all formalities including execution of loan documents.
- Any change in the terms and conditions, disbursement schedule, interest rate, service charges, prepayment charges, etc. shall be notified to the borrowers in writing.
- Change in the interest rates and service charges shall be made applicable prospectively. The loanagreement shall contain a specific clause in this regard.

iv. Post Disbursement Supervision

- The decision, if any, of the Company to recall/accelerate payment or performance of loan shall bein accordance with the terms and conditions of the Loan Agreement.
- The Company shall give reasonable time to the borrowers before recall the loan or asking for accelerating the payment or performance subject to the terms and conditions contained in the loan Agreement and other related documents.
- The collaterals lying with the Company may be released on receipt of full and final repayment of loans subject of course to any legitimate right or lien and set off for any other claim that the Company might have against the borrowers. However, in cases where the borrower has availed facility allowing him to borrow/draw monies within the overall amount sanctioned as and when needed by him, the collateral may be retained by the Company for operational convenience and toprotect its interest from potential default by the borrowers.

v. <u>Other General Provisions</u>

- The Company shall refrain from interfering in the affairs of the borrowers except as provided in the terms and conditions governing the loan as contained in the loan documents (unless new information, not earlier disclosed by the borrower, has come to its notice).
- The Company shall not discriminate on the grounds of gender, caste or religion in its lending policy and activities.
- In the case of recovery of loans, the Company shall resort to the usual measures, which are legally and legitimately available to it and as per laid down guidelines and extent provisions and shall operate within the legal framework.
- The Company shall provide the terms and conditions in respect of its lending activities or services whenever the borrower requests for the same.

• On request from borrower for closure of his loan account, the request will be executed within 15 working days days from cheque clearing

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Thereof request subject to clearance of pending dues and completion of all the formalities as prescribed by the Company. In case the request cannot be executed in the time frame stated above due to any reason, the same may be communicated to the borrower.

IV. <u>CONFIDENTIALITY</u>

- Unless authorized by the borrower, the Company will treat all his personal information as private and confidential.
- The Company may not reveal transaction details of the borrowers to any other persons except under following circumstances:
 - a. If the Company is required to provide the information to any statutory or regulatory body or bodies (including all the Credit Bureaus of India);
 - b. If arising out of a duty to the public to reveal the information;
 - c. If it is in the interest of the borrowers to provide such information (e.g. fraud prevention).

V. <u>COMPLAINTS</u>

In case of any complaint/grievances of the borrowers, the same shall be intimated by them in writing to the Grievance Redressal Officer. The Grievance Redressal Officer shall immediately make all efforts to redress the grievances. The concerned employees shall guide the borrowers who wish to lodge a complaint.

VI. <u>GRIEVANCE REDRESSAL MECHANISM</u>

Step 1: Please visit the nearest Paisabuddy Finance Private Limited and submit your complaints/grievance and get your complaint logged in the "Complaint & Grievance Register" maintained at the branches (During working hours 9:45 A.M. to 06:15 P.M.)

Step 2: If you are still not satisfied with the resolution you receive or you don't receive any response within 15 working days you can write, mail, or call to the Nodal officer of the Company.

Nodal officer Paisabuddy Finance Private Limited C-24-A, First Floor, Pankaj Singhvi Marg Lal Kothi, Near Vidhan Sabha, Jaipur 302015 (Rajasthan) Contact no.: 0141- 4921100 E-mail: info@paisabuddy.com

VII. FORCE MAJEURE

The various commitments outlined and made by the Company shall be applicable under the normal operating environment. In the event of any Force Majeure circumstances, the Company may not be ableto fulfill the objectives under the FPC to the entire satisfaction of the borrowers, the stakeholders, and the public in general.