

SEWA GRIH RIN LIMITED

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1. Preface

This document provides details of the practices which need to be followed by the Company to ensure fair and transparent dealings with its customers who approach it for obtaining a loan and for transactions with customers after the loan has been granted. This code will enable employees to provide better customer service and maintain transparency in business dealings with its customers. The Code has the following key elements.

2. Objectives of the Code

- a. To promote good and fair practices by setting minimum standards in dealing with customers;
- b. To increase transparency so that the customer can have a better understanding of what he/she can reasonably expect of the services;
- c. To encourage market forces, through competition, to achieve higher operating standards;
- d. To promote a fair and cordial relationship between the customer and the Company;
- e. To foster confidence in the housing finance system.

3. Application of the Code

This code shall apply to all employees of the company and other persons authorized to represent it in the course of its business with respect to all products and services.

4. Commitment

Company shall adhere to this code to act fairly and reasonably in all dealings, on the ethical principle of integrity and transparency, to meet the standard practices prevalent in the housing finance industry.

a. The Company will provide clear and transparent information to customers so as to enable them to understand:

- i. Terms and conditions of the products and services offered including the interest rate and service charges;
- ii. Benefits available to customers.

b. Products and services of the company will meet relevant laws and regulations in both letter and in spirit;

c. The Company will act quickly in correcting the mistakes and attend to complaints lodged by its customers in light of objectives of this code;

d. The Company shall not discriminate amongst its prospective/existing customers on the basis of age, race, caste, gender, marital status, religion or disability. However the restrictions, if any, as mentioned in the loan products, shall continue to apply;

e. A copy of the code may be provided on request to any prospective or existing customer.

5. Disclosure and Transparency

Company would provide information on interest rates, common fees and charges through:

- a. Putting up notices in branches;
- b. Providing tariff schedule as and when requested.

6. Confidentiality

The Company shall collect personal information that it believes to be relevant and required to understand the customer's profiles and conduct its business. The Company shall treat all personal information of customers as private and confidential and shall not divulge any information to a third person unless required by any law or Government authorities including Regulators or Credit agencies or where the sharing of information is permitted by the customer. If company shall avail services of any third party for providing support services, Company shall require that such third parties handle customers' personal information with the same degree of confidentiality.

7. Advertising, Marketing and Sales

- a. The Company shall ensure that all advertising and promotional material is clear, and not misleading. The code shall apply to Sales Associates/ representative of the company in dealing with customers to the extent it is applicable;
- b. The Company may, from time to time, communicate to customers various features of their products availed by them. Information about their other products or promotional offers in respect of products / services may be conveyed to customers only if he / she has given his / her consent to receive such information / service;
- c. In the event of receipt of any complaint from the customer that representative of the company 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 to make good the loss.

8. Loans

- a. The loan agreement discloses the rate of interest charged from customer as also the other charges pertaining to the loan like processing fee, cheque bounce charges etc;
- b. Acknowledgement will be given for receipt of all loan applications within 48 working hours;
- c. The Company would verify the loan applications within a reasonable period of time;
- d. Normally all particulars required for processing the Loan Application will be collected by the Company at the time of application. In case it needs any additional information, the customer will be informed to provide the same;
- e. The Company will convey in writing to the borrower by means of sanction letter or otherwise, the amount of loan sanctioned along with all terms and conditions including annualized rate of interest, method of application, EMI Structure, prepayment charges and keep the written acceptance of these terms and conditions by the borrower on its record;

f. In case of rejection of loan sanction/disbursement, the decision will be communicated to the borrower in writing. The reason for rejection in the opinion of the Company after due consideration, which has led to rejection of the loan applications would also be communicated in writing. In case the proposal does not meet the internal product parameters of the Company, the borrower would be intimated accordingly;

g. Before taking a decision to recall/accelerate payment or performance under the agreement or seeking additional securities, the Company shall give notice to the borrower(s) in consonance with the Loan Agreement;

h. Borrower shall be entitled to a copy of the Loan Agreement along with a copy each of all enclosures quoted in the Loan Agreement at the time of sanction / disbursement of loans;

i. Company at its discretion shall process requests for transfer of a loan account, either from the borrower or from a bank/financial institution, in the normal course;

j. The Company shall give notice to the borrower of any change in the Terms and Conditions including disbursement schedule, interest rates, service charges, prepayment charges, other applicable fee/ charges etc. The Company will ensure that changes in interest rates and charges are effected only prospectively. If such change is to the disadvantage of the customer, he/she may within 60 days and without notice close his / her account or switch it;

k. The Company shall release all securities 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 that company may have against borrower. If such right of set off is to be exercised, 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.

9. Guarantors

When a person is considered to be a guarantor to a loan, company shall inform him/her the following under acknowledgement:

a. Letter/ Deed of Guarantee stating the terms of liability as guarantor;

b. Company shall keep him/her informed of any default in the servicing of the loan by the borrower to whom he/she stands as a guarantor.

c. Company shall keep him/her informed about any changes in the terms and conditions of the Loan.

10. Credit Bureau/ Reference agencies

The Company may give information to Credit Bureau/ Reference agencies about the personal debts, the customer owes to it if:

a. The customer has fallen behind with his / her payments;

- b. Legal proceedings have been initiated against the customer to recover the dues;
- c. Debts settled through legal recourses against the customer;
- d. It is mandated by law to provide the information of all such customers to such agencies. A clause to this effect has been included in the Loan Agreement seeking the customer's consent to share information on his loan with Credit Bureaus approved by NHB.

11. Collection of Dues

- a. Whenever loans are given, the Company shall explain to the customer the repayment process by way of amount, tenure and periodicity of repayment. However if the customer does not adhere to repayment schedule, a defined process in accordance with the laws of the land and the customer's contract with the Company will be followed for recovery of dues. The process will involve reminding the customer by sending him / her a notice or by making personal visits and / or repossession of security if any;
- b. Company staff or any person authorized shall identify himself through ID card or by any other medium while representing the company for collection of dues or / and security repossession;
- c. Company shall provide customers with all the information regarding dues and shall endeavour to give sufficient notice for payment of dues;
- d. All assistance shall be given to resolve disputes or differences regarding dues in a mutually acceptable and in an orderly manner;
- e. During visits to customer's place for dues collection, decency and decorum shall be maintained;
- f. In the matter of recovery of loans, the Company would not resort to undue harassment or use of force.

12. Complaints and Grievances

- a. The Company would strive for customer satisfaction within the framework of law, adopted policies and procedures;
- b. In case of any grievance, the customer may approach the In- Charge of the business location where he / she had his / her account and register the complaint in the 'Complaint Register' available with the In-Charge. On registering the complaint, the customer should obtain complaint number and date for future reference;
- c. Company shall endeavour to resolve the complaint within 6 weeks of receipt of complaint;

d. In case the response is unsatisfactory or no response is received, the complaint should be escalated to the following.

By letter: The Chief Executive Officer, Sewa Grih Rin Limited, 206-207, IInd Floor, Vikram Tower, Rajendra Place, New Delhi-110008

By email: complaints@sgrlimited.in

13. General

a. The Company may verify the details mentioned by the customer in the loan application by contacting him/her at his/her residence and/or on business telephone numbers and/or physically visiting his/her residence and/or business addresses through agencies appointed for this purpose, if deemed necessary;

b. The customer will be informed 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 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.

c. The Company will be reviewed annually for Compliances to the Fair Practices Code and the functioning of the grievances redressal mechanism at the various level of management. A consolidated report of such reviews may be submitted to the Board.