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INTRODUCTION:

Reserve Bank of India's circular and as per Master Direction – Non-Banking Financial Company – Non-Systematically Important Non-Deposit Taking Company (Reserve Bank) Directions, 2016 and its amendment from time to time, wherein the Reserve Bank of India (RBI) reviewed and amended certain aspects of Guidelines on Fair Practices Code (FPC) that are to be framed and approved by the Board of Directors of all Non-Banking Financial Companies.

The Fair Practices Code is aimed to provide to the customers an effective overview of the practices which will be followed by the Company in respect of the services offered by it to its customers. The Code will facilitate the customers to take informed decisions in respect of the services to be availed by them and will apply to any loan that the Company may sanction and disburse.

Any subsequent revision in the RBI Guidelines related to Fair Practice Code, then revised RBI guidelines will supersede, the current Fair Practice Code to the extent it is not in compliance with the updated guidelines / instructions.

FAIR PRACTICE CODE:**1. Application:**

The Fair Practices Code applies to all products offered by the Company. The Company will continue to evaluate multiple products to meet the financing requirements of its customers/borrowers. The FPC will continue to apply to any product that is developed and provided by the Company to its customers/borrowers.

2. Objective of the FPC:

The FPC has been developed with the following objectives:

- I.Promote fair practices by setting minimum standards in dealing with customers/borrowers;
- II.Enhancing transparency with requisite disclosures by the Company as may be relevant to the customer/borrower and as prescribed by the Reserve Bank of India (RBI) from time to time.
- III.Foster customer confidence in the Company.
- IV.To ensure fair and cordial relationships between the Company and its' customers
- V.Ensuring that our advertising and promotional literatures are unambiguous and not misleading;
- VI.Explaining financial implications of the transactions;
- VII.Respond quickly and systematically with inadvertent mistakes by correcting it, handling and resolving customer's complaints efficiently and guiding them.

3. Non-Discrimination Policy:

Company shall not discriminate between our customers/borrowers or their representatives on the basis of gender, race, religion, age, caste, marital status or disability.

4. Applications for loans and their processing:

- a. All communications to the customer shall be in the vernacular language or a language as understood by the customer/borrower. The Company will make sure that the customer understands the loan terms and conditions and everything else necessary for him / her to know and shall use the appropriate language to communicate the same.
- b. Loan application forms are available in English and explained in vernacular language and made understood in the vernacular language of the applicant for easy examination/understanding by the prospective borrowers.
- c. Loan application forms issued by the Company shall include necessary information which affects the interest of the customer/borrower, so that a meaningful comparison with the terms and conditions offered by other Company can be made and informed decision can be taken by the customer/borrower. The loan application form shall indicate the documents required to be submitted with the application form.
- d. The Company shall issue an acknowledgement for receipt of all loan applications and verify the loan applications within a reasonable period of time and if additional details/documents are required. The time frame within which loan applications will be disposed of shall be indicated in the acknowledgement.

5. Loan appraisal and terms/conditions:

- a. The Company shall conduct a due diligence on the creditworthiness of the prospective customer before taking a decision on the application. The assessment would be in line with the Company's norms and procedures in respect thereof.
- b. If the credit assessment meets all necessary internal credit, legal and compliance requirements and is duly approved, the Company shall convey, in writing, the final terms of sanction to the customer through a term sheet, the amount of loan sanctioned along with the terms and conditions including annualized rate of interest and method of application thereof. It would keep the acceptance of these terms and conditions by the customer/borrower on its record.
- c. The Company shall furnish a copy of the loan agreement in English along with a copy each of all enclosures quoted in the loan agreement to all the customers at the time of sanction / disbursement of loans. Further, the Company shall mention the penal interest charged for late repayment in bold in the loan agreement.

6. Disbursement of loans including changes in terms and conditions:

The Company has framed appropriate internal principles and procedures for determining and ensuring that the interest rates and processing fees and other charges are not exorbitant. The Company shall, at the time of disbursement, ensure that these rates and charges are in strict adherence to the mentioned principles and procedures.

b. The Company shall give notice to the customer/borrower in the vernacular language as understood by the customer/borrower of any change in the terms and conditions including disbursement schedule, interest rates, service charges, prepayment charges, etc. The Company shall also ensure that changes in interest rates and charges are affected only prospectively.

c. Any decision to recall / accelerate payment or performance under the loan agreement shall be in consonance with the loan agreement.

d. The Company shall release all securities offered by the customer/borrower 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 the Company may have against the customer/borrower. If such right of set off is to be exercised, the customer/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.

7. General:

a. The Company shall refrain from interference in the affairs of the customer/borrower except for the purposes provided in the terms and conditions of the loan agreement (unless new information, not earlier disclosed by the customer/borrower, has come to the notice of the Company).

b. In case of receipt of request from the customer for transfer of borrower 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.

c. In the matter of recovery of loans, the Company should not resort to undue harassment viz. persistently bothering the customers/borrowers at odd hours, use of muscle power for recovery of loans etc. The Company shall ensure that the staff is adequately trained to deal with the customers in an appropriate manner. The Company will call delinquent customers between 09.00 am to 19.00 pm unless special circumstances of the customer's/borrower's business require to call them outside the hours mentioned.

d. The Company shall adopt an interest rate model taking into account relevant factors such as, cost of funds, margin and risk premium, etc. and determine the rate of interest to be charged for loans and advances.

e. The Company shall not charge foreclosure charges/pre-payment penalties on any floating rate term loan sanctioned for purposes other than business to individual borrowers, with or without co-obligant as a measure of customer protection and also in order to bring in uniformity with regard to prepayment of various loans provided by the Company.

8. Grievance Redressal Mechanism:

- a. The Company has a system and a procedure for receiving, registering and disposing of complaints and grievances. The grievance redressal mechanism will also deal with the issue/complaints/grievances relating to services provided by the outsourced agencies appointed by the Company.
- b. All disputes in relation to the products and services shall be heard and disposed of within 30 days from the date of receipt of the complete details in respect of the grievance.
- c. The Company has multiple channels of communication and following are modes through which customers can raise complaint with us:
 1. Email: Customer can write to us at: care@creditwisecapital.com
 2. Telephone: Customer can call us at 06262 260 260
 3. Post: Customer can write to us at :
Credit Wise Capital Private Limited
C 46-48, 4th Floor, Paragon Centre,
Pandurang Budhkar Marg,
Worli Mumbai 400013
- d. Customer/Borrower can also contact our Grievance Redressal Officer, the details of whom are mentioned below clearly stating the nature of their grievance along with necessary documents, if any.

Name of the Grievance Redressal Officer: Mr. Aakash Hange

Address: Credit Wise Capital Private Limited

C 46-48, 4th Floor, Paragon Centre,

Pandurang Budhkar Marg,

Worli Mumbai 400013.

Phone: 022-22 6817 1111;

Email ID: gro@creditwisecapital.com

- e. In case complaint / dispute is not redressed within a period of one month or if the customer is not satisfied with the decision of the Grievance Redressal Officer, the customer may appeal to the Officer-in-Charge of the Regional Office of DNBS of Reserve Bank of India at the below address:

Officer-in-Charge

Reserve Bank of India

Department of Supervision,

4th Floor, Byculla Office Building,

Opp. Mumbai Central Station,

Byculla, Mumbai - 400 008

Phone: 022 23028140

Fax No.: 022 23022024

Email ID: nbfcomumbai@rbi.org.in

- f. A consolidated report of periodical review of compliance of fair practice code and functioning of the grievance's redressal mechanism at various levels of management may be submitted to the Board/Committee of Directors at regular intervals as may be prescribed by it.

9. Ombudsman Scheme for Non-Banking Financial Companies, 2018 – Appointment of the Nodal Officer/Principal Nodal Officer:

Under the Ombudsman Scheme, the Company has appointed Nodal Officers (NOs) who shall be responsible for representing the Company and furnishing information to the Ombudsman in respect of complaints filed against the Company.

The Nodal Officer (NO) shall be responsible, inter alia, for representing the Company before the Ombudsman and the Appellate Authority under the Scheme. The Nodal Officer shall be responsible for coordinating and liaising with the Customer Education and Protection Department (CEPD), RBI, Central Office.

For the benefit of the customers, at the branches/ places where business is transacted, the name and contact details (Telephone/ Mobile numbers as also email addresses) of the PNOs/NOs/GROs and the name and contact details of the Ombudsman, who can be approached by the customer.

The salient features of the Scheme (in English, Hindi and Vernacular language) at all their offices and branches shall be prominently displayed in such a manner that a person visiting the office or branch has easy access to the information.

The details of the Ombudsman Scheme, Nodal Officer and Principal Officer shall be prominently displayed at our offices and is displayed on the website.

10. Posting on Website:

Fair Practices Code, in English, Hindi and Vernacular Language where registered office of the company is located shall be put up on the website of the Company for the information of the various stakeholders.

11. Policy for determining interest rates, processing and other charges:

To ensure that the customers/borrowers are not charged excessive interest rates and charges on loans and advances by the Company, the Board of the Company has adopted a policy for determining the interest rates, processing and other charges ("Interest Rate Policy") and the same has been put up on the Company's website www.creditwisecapital.com. The Board of the Company undertakes periodical review of the Interest Rate Policy, and any changes instituted will be uploaded on the Company's website regularly.

12. Periodic Review:

The Company shall abide by this Fair Practice Code following the spirit of the Code and in the manner, it may be applicable to its business. The Company would also review and refine the FPC, as may be required periodically – based on its own experience and fresh guidelines, if any, issued by the RBI in this regard.