

SANVIN FINCAP PRIVATE LIMITED
(formerly known as Protect Securities Private Limited)

RBI registration no: B-14.01902

FAIR PRACTICES CODE

1. INTRODUCTION:

The Reserve Bank of India in its endeavor to protect the interests of customers has issued guidelines on Fair Practices Code (FPC) for all NBFCs to be adopted by them while doing lending business.

In line with the above and in order to comply with the requirement of the Guidelines, the Board of Directors of M/s Sanvin Fincap Private Limited (hereinafter referred to as 'the Company') have decided to frame codes for its customers so that they are treated in a fair and transparent manner at all levels during their dealings with the Company.

The codes have been framed in compliance with the Guidelines issued by the Reserve Bank of India on Fair Practices Code, as amended from time to time, applicable for Non Banking Finance Companies, to be followed by their Directors, Officers and other Employees.

The following codes have been adopted by the Board of Directors of the Company.

2. DEFINITIONS:

In this Code, unless the context otherwise requires:-

“**Board**” means the Board of Directors of the Company.

“**Code**” means this Fair Practices Code for dealing with clients of the Company, as modified from time-to-time.

“**Company**” means 'Sanvin Fincap Private Limited' (formerly known as Protect Securities Private Limited).

“**Employee**” means every employee of the Company including the Directors in the employment of the Company.

“**Officer of a Company**” means any person as defined in clause (30) of Section 2 of the Companies Act, 1956 including an auditor of the Company;

All terms used in this Code but not defined hereinabove shall have the meaning respectively ascribed to them under the RBI Regulations or the RBI Act or the Companies Act, 1956.

3. Intent, Objectives and Commitment

This Code has been formulated by the Company with the commitment to follow all the Codes, so framed hereunder, in letter and spirit so as to enable our customers being treated in fair and transparent manner in dealing with the Company.

Objectives

To follow good, fair and transparent business practices by setting reasonable standards as per laws of the land and in compliance to regulatory guidelines being issued from time to time;

To encourage market forces, through fair competition, to achieve higher operating standards;

To relate to the customer in such manner so as to promote a fair and cordial relationship;

To set such standards and practices so as to foster confidence in the Financial Services sector.

Commitment

The Company shall at all times do its best to act fairly, reasonably and meet the standard practices prevalent in the industry.

The Company shall abide by all the relevant laws, regulations and meet with the ethical principles of integrity and transparency during its interaction with customers.

While interacting with customers, the Company will take all steps as may be required to provide clear information regarding:

- its various products and services;
- the terms and conditions, the interest rates/service charges;
- benefits available to customers and the implications, if any;
- contact persons for addressing the queries, if any;

The Company has displayed a copy of this Code in the office premise so that, the same is available to the customer for study before entering into any agreement with the Company. The Code will also be made available at every branch/ office.

The Company would not discriminate on the grounds of sex, caste and religion in the matter of lending.

The Company shall treat the information relating to customers as strictly confidential and shall not share any information, unless required under law or waived or permitted by the customer.

The Company shall take necessary steps to inform its customers of their right to information regarding their account and the facilities available to them.

The Company shall make its endeavors to ensure that all advertising and promotional material released by the Company is clear, transparent, and not misleading.

The Company shall inform its customers of all financial information such as rates of interest including penal interest on default, EMIs, all applicable charges, method of calculation etc in advance to enable the intending customer to take informed decision before accepting the terms & conditions of the products. The terms and conditions of the

loan that may be sanctioned to a customer shall be explained during the course of meeting with the customer prior to entering into any transaction. The rate of interest shall be mentioned as annualised rate so that the borrower is aware of the exact rates that would be charged to the account.

The Company shall endeavor to keep its customers informed of any change in interest rates / charges etc in advance through letters/e-mails/messages or any other form of general or public announcement or displays, from time to time.

The Company shall not charge excess interest other than legitimate receivables.

No discrimination shall be made in applying rate of interest and charges to same class of borrowers. The rate of interest and the approach for gradations of risk and rationale for charging different rate of interest to different categories of borrowers shall be disclosed to the borrower or customer in the application form and communicated explicitly in the sanction letter.

The Company shall accept a guarantee or other security from someone towards liabilities of our customer provided he is fully convinced about the legal implications involved in the matter which shall be explained to him/her/them. The Company shall ask the customer for his/her permission to give confidential information about his finances to the person giving guarantee or other security, or to their legal adviser. The deed of guarantees/guarantee clause to be executed by the guarantors would cover their obligations, liabilities and circumstances in which they can be called upon to pay the dues of the customer/borrower.

4. Applications for loans and their processing

- All communications to the borrower shall be in the English/Vernacular language or a language as understood by the borrower.
- Loan application forms include necessary information which affects the interest of the borrower so that an informed decision can be taken by the borrower. The loan application form indicates the documents required to be submitted with the application form.
- An acknowledgement for receipt of all loan applications is given once the completed loan application form alongwith the documents is submitted while applying for loan.

5. Loan appraisal and terms/conditions

The borrower is conveyed in writing in the vernacular language as understood by the borrower by means of sanction letter or otherwise, the amount of loan sanctioned along with the terms and conditions including rate of interest and method of application thereof. Penal interest charged by the Company for late repayment is specified in bold in the loan agreement.

The Company in the normal course of its business shall endeavor at all times to guide its customers about the process and procedure to be followed for availing a loan. Each application shall be considered independently on merit.

It shall be the endeavor of the Company to inform the customer whose application has been rejected explaining with the reasons for rejection.

A copy of the loan agreement along with a copy each of all enclosures quoted in the loan agreement is provided to all the borrowers at the time of disbursement of loans.

6. Disbursement of loans including changes in terms and conditions

A borrower is given notice in the vernacular language or a language as understood by the borrower of any change, after sanction/disbursal, in the terms and conditions including disbursement schedule, interest rates, service charges, prepayment charges etc. Changes in interest rates and charges are effected only prospectively.

Decision to recall of loan is taken in accordance and consonance with the loan agreement.

Upon repayment of all dues or on realisation of the outstanding amount of loan, subject to right of lien or any other legitimate right of the Company for any other claim the Company may have against borrower, the Company shall release all securities. 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.

7. General

- The Company shall refrain from interference in the affairs of the borrower except for the purposes provided in the terms and conditions of the loan agreement unless information, not earlier disclosed by the borrower, has been noticed.
- 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, is conveyed within 21 days from the date of receipt of request. Such transfer shall be as per transparent contractual terms in consonance with law.
- As a measure of customer protection, the Company shall not charge foreclosure charges/ pre-payment penalties on all floating rate term loans sanctioned to individual borrowers.

8. Responsibility of Board of Directors

The Board of Directors of the Company has laid down the appropriate grievance redressal mechanism within the organization. The Board of Directors of the Company periodically reviews the compliance of the Fair Practices Code and the functioning of the grievances redressal mechanism at various levels of management.

9. Application

This code is applicable to all persons offering the Products and/or Services of the Company as an employee or otherwise in any manner and/or by any mode.

The Code is applicable under normal operating environment except in the event of any force majeure.

The Code is based on ethical principles of integrity and transparency and all actions and dealings shall follow the spirit of the Code.

10. Know Your Customer Guidelines

The Company shall assist its customers in understanding the Know your Customers & Anti Money Laundering guidelines which are applicable to him/her/them so that he or she complies with the requirements of Know Your Customer norms (KYC) and the Anti Money Laundering Policy (AML).

The Company will cause the customer to comply with the KYC and AML or any other statutory requirements, by providing all necessary information/documents. In the event the customer fails to do so, the Company will be at liberty to reject/close the account.

11. Deposit

The Company being registered as a non-deposit taking NBFC, it shall not accept deposit ('public deposit' as defined in RBI Act) in any form from public without written prior approval of RBI.

12. Collection of Dues

The Company shall provide the customers with all the information regarding their dues and provide reasonable time for payment of the same.

The Company shall while protecting its interest adopt reasonable and lawful measures to recover its dues from defaulting customers, including use of persuasive methods for the purpose of collection of its dues. No staff or authorized agent (if engaged) of the Company shall adopt any unlawful method or resorting to harassment for collection of dues.

13. Repossession of Assets lien/hypothecated with the Company

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

- notice period before taking possession;
- Circumstances under which the notice period can be waived;
- the procedure for taking possession of the security;
- a provision regarding final chance to be given to the borrower for repayment of loan before the sale / auction of the property;
- the procedure for giving repossession to the borrower and
- the procedure for sale / auction of the property.

A copy of such terms and conditions is 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.

14. Complaints and Grievances

The Company shall endeavor to address/respond to all complaints and grievances within a reasonable time and keep the customers informed about the status of their complaints.

The Company shall make available facilities at each of its branches and offices for the customers to lodge and/or submit their complaints or grievances, if any.

Board of directors of the Company shall review cause of clients' grievances and their redressal from time to time to suggest improvement in the customers' services.

Customers who wish to provide feedback or send in their grievance may approach the grievance redressal officer of the Company between 10.00 a.m. to 6 p.m. from Monday to Saturday (except on national and public holidays) to our complaints redressal officer. The name and contact of the grievance redressal officer is as follows:

Name: Vinod Aggarwal
Mobile No: 9312084774
Email Id: sanvinfinicap@gmail.com

If the customer's complaint / dispute is not redressed within a period of one month, the customer may appeal to the Officer-in-Charge of the Regional Office of DNBS of RBI having office at 6, Sansad Marg, New Delhi - 110001.

For the benefit of customers the above information is also displayed prominently at the branch(s) of the Company.

We assure a response to letters/emails received through this channel within 5 working days.
