



Fair Practice Code

Preamble

The Reserve Bank of India (RBI) has issued guidelines on Fair Practices Code for Non Banking Finance Companies (NBFCs) thereby setting standards for fair business and corporate practices while dealing with their customers. Pursuant to the Notification issued by the Reserve Bank of India by its Circular No. DNBR (PD) CC.No.054/03.10.119/2015-16 dated July 01, 2015 and amended from time to time, CAPRI GLOBAL CAPITAL LIMITED either directly or through its subsidiaries and/or associates (hereafter referred to as '**CGCL/The Company**') has formulated this Fair Practices Code to lay down the following procedures/practices in dealing with the business transactions. The Company shall adopt all the best practices prescribed by RBI from time to time and shall make appropriate modifications if any necessary to this Code to conform to the standards so prescribed.

It is, and shall be, the policy of **CGCL** to make available to all eligible qualified applicants, without discrimination on the basis of race, caste, colour, religion, sex, marital status, age or handicap all financial products.

CGCL's policy is to treat all the clients consistently and fairly. The employees of CGCL will offer assistance, encouragement and service in a fair, equitable and consistent manner. CGCL will also communicate its Fair Practices Code (FPC) to its customers by uploading the FPC on its website.

CGCL will ensure that the implementation of the FPC is the responsibility of the entire organisation. Its commitment to FPC will be demonstrated in terms of employee accountability, training, counselling, and monitoring, auditing programs and internal controls, and optimal use of technology.

CGCL's management team is responsible for implementing the fair practices hereinafter detailed, and also to ensure that its operations reflect its strong commitment to all the stakeholders for offering in a fair and equitable manner, the various financial services and products including lending and that all employees are aware of this commitment.

The Fair Practice Code (FPC) is intended to cover the following areas:



- Applications for loans and their processing
- Loan appraisal and terms/conditions
- Disbursement of loans, including changes in terms and conditions
- General provisions and
- Grievance redressal mechanism

Applications for loans and their processing:

1. All Communication to the borrower will be in vernacular language or a language as understood by the borrower. All relevant information pertaining to the loan will be made available in the relevant loan application form(s), including the necessary loan information and documents required to be submitted together with the duly completed application form.
2. Loan application forms of CGCL will include necessary information which are likely to affect the interests of the prospective borrower, rate of interest and the approach of CGCL for gradation of risk and rationale for charging different rate of interest to different categories of borrower so that a meaningful comparison with the terms and conditions offered by other Non Banking Finance Companies can be made and an informed decision can be taken by the prospective borrower.
3. CGCL shall provide to the prospective borrower an acknowledgement for receipt of all loan applications. An indicative time frame within which loan applications will be disposed of will be mentioned in such acknowledgement.

Loan appraisal and terms/conditions

1. Loan applications shall be assessed in accordance with the Company's credit appraisal process.
2. Upon approval of the loan, an agreement/sanction letter indicating the amount of loan sanctioned, annualised rate of interest applicable, including method of application thereof, along with the terms and conditions, shall be conveyed in writing to the loan applicant in vernacular language or a language as understood by the borrower along with penal interest rate for late repayment in bold letters. A written acceptance of such terms and conditions shall be retained by the Company.



3. CGCL shall furnish a copy of the loan agreement in vernacular language or a language as understood by the borrower along with a copy of all enclosures quoted in the loan agreement to the borrower.

Disbursement of loans, including changes in terms and conditions

1. The Company will refrain itself from changing the terms & conditions after the same have been settled at the time of initial sanction and disbursement of loan unless receipt of any significant information which were not disclosed earlier by the borrower.
2. Any changes to the terms and conditions, including disbursement schedule, interest rates, service charges, prepayment charges, etc., shall be informed individually to the borrowers in case of account specific changes, and in case of others, the same shall be available at the registered office / corporate office of the Company. All the communication intimating change in terms & conditions shall be in vernacular language or language as understood by the borrower.
3. Changes in the interest rates and charges shall form part of loan agreement and shall be effected only prospectively.
4. Decision to recall / accelerate payment or performance under the agreement shall be in accordance with the terms and conditions duly acknowledged by the borrower.
5. All securities pertaining to the loan would be released on receipt of full and final payment of the loans, subject to any legitimate right or lien and set-off for any other claim that the Company may have against the 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 until the relevant claim is settled /paid.

General provisions

1. 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 new



information, not earlier disclosed by the borrower, has come to the notice of the Company).

2. 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.
3. In the matter of recovery of loans, the Company shall not resort to undue harassment viz persistently bothering the borrower at odd hours, use muscle power for recovery of loans and would operate within the legal framework .The company shall ensure that its staff is adequately trained to deal with customers in an appropriate manner .
4. CGCL will not charge foreclosure charges/pre-payment penalties on all floating rate term loans sanctioned to *individual borrowers*.
5. The rate of interest and the approach for gradation of risk shall also be made available on the website of the company or published in the relevant newspapers. The information published in the website or otherwise published shall be updated whenever there is change in the rates of interest.
6. The rate of interest will be annualised rate so that the borrower is aware of the exact rates that would be charged to the account.

Grievance Redressal

1. CGCL will guide customers who wish to lodge a complaint and also provide guidance on what to do in case the customer is unhappy with the outcome.
2. After examining the matter, CGCL will send a response as soon as possible; CGCL will also guide a customer on how to take the complaint further if the customer is not satisfied.
3. A Principal/Nodal Officer has been appointed for the redressal of grievances of the customers including the borrowers, in connection with any matter pertaining to business practices, lending decisions, credit management and recovery. The name



and contact details of the Principal/Nodal officer shall be displayed on the website of CGCL.

4. In case of any complaint/grievance, the borrowers may contact through any of the following channels:

1. Name of the Officer: Mr. Ashok Agarwal, Nodal Officer
2. Designation: Senior Vice President
3. Telephone: 022-43548200 / 022-66518011 Fax: 022-22019051
4. Website: www.cgcl.co.in
5. e-mail: investor.relation@cgcl.co.in

5. All grievances shall be heard and disposed off by a person at least one level higher to the person / designation against / relating to whom the grievance is made. After examining the matter, it will be our endeavor to provide the borrower/applicant with our final or other response, within a period of one (1) months from receipt of such complaint / grievance.

6. If the 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 at:

Officer-in-Charge
Department of Non-Banking Supervision,
Mumbai Regional Office,
3rd Floor, Opp: Mumbai Central Railway Station,
Byculla, Mumbai - 400 008
Tel: (91-22) 23084121, Fax – (91-22) 23022011
Email : dnbsmro@rbi.org.in

7. The Nodal Officer shall periodically review the implementation and compliance with this code including the redressal of grievances periodically and in case at least once every calendar quarter. A report to this effect shall be provided by the Nodal Officer for perusal of the Board.



Force Majeure:

The various commitments outlined and made by CGCL are applicable under the normal operating environment. In the event of Force Majeure, CGCL will not be able to fulfill the commitments under the FPC to the entire satisfaction of the customer/s, the other stake holders and the public in general.