



FAIR PRACTICE CODE

INTRODUCTION

Reserve Bank of India (RBI) has issued broad guidelines on Fair Practices Code for Non-Banking Financial Companies (NBFCs). NBFCs are required to frame a Fair Practice Code (hereinafter referred to as “Code”) based on the broad guidelines issued by RBI and get it approved by their Board of Directors.

Phillip Finance and Investment Services India Private Limited (“the Company”) has put in place the following Code based on the guidelines issued by RBI. The Company shall also make appropriate modifications in the Code from time to time to conform to the standards that may be prescribed by RBI from time to time.

Key Objectives

The key objective of our FPC shall be as below:-

- To ensure that the client is given the services that is ethical, fair and reasonable & is within the framework of the relevant laws and regulations.
- To be transparent and honest in dealing with the customers.
- To assist the client in understanding the products, its benefits and risk involved in availing the same.
- To ensure that the customer would have a hassle free experience in dealing with the company.

In case of any error/omission, the company acts promptly in correcting the same and make sure that the clients grievances are redressed to the satisfaction of the

Fair Practice Code And Its Applicability

The Code will be applicable to the following broad areas:

- Loan applications and processing thereof
- Loan appraisal and terms/conditions
- Disbursement of loans including changes, if any, in terms and conditions
- Post disbursement supervision/monitoring
- Other general provisions
- Grievance Redressal Mechanism

Loan applications and processing thereof

- On request of prospective borrower, a Loan application form & a Registration kit will be provided by the company.
- The Loan application shall include necessary information about the client , terms & conditions of loan & informations affecting interest rates enabling the borrowers to take an informed decision by comparing and analyzing the terms and conditions offered by the Company with other NBFCs
- The Loan application form shall also mention the documents required to be submitted by the borrowers.
- The Loan application form shall also include additional information from the borrowers & their family members so that the company is enabled to create and maintain database.
- Loan Application Form shall specify the indicative time frame within which the loan application form will be processed and disposed of.
- Loan applications shall be disposed of within a period of 20 working days from the date of receipt of duly completed Loan Application Forms together with requisite documents.

Loan appraisal and terms/conditions

- The Company shall consider all the loan applications keeping in mind the risk based assessment procedures 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 Sanction Letter. The borrowers shall give their acknowledgement in writing in token of their acceptance of terms and conditions governing the loan. 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 agreement along with a copy of all documents submitted with loan agreement will be given to the borrower at the time of sanction / disbursement of loans.

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, interest rate, service charges, prepayment charges, etc. shall be notified to the borrowers.

- Change in the interest rates and service charges shall be made applicable prospectively. The loan agreement shall contain a specific clause in this regard.
- All changes in the terms and conditions can be effected only through amendments in the agreement or by executing addendum / supplemental deed signed by both the parties to the Loan Agreement.

Post Disbursement Supervision

- The decision, if any, of the Company to recall/accelerate payment or performance of loan shall be in accordance with the terms and conditions of the Loan Agreement.
- 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. If such right of set off is to be exercised, the borrower will 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.

Other General Provisions:

- 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 convey its consent within 21 days from the date of receipt of request from the borrower to transfer the loan account of a particular borrower to other NBFC, bank or financial institution. Such transfer shall be in accordance with the contractual terms entered into with the borrower and in accordance with the statutes, rules, regulations and guidelines as may be applicable from time to time.
- 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 extant provisions and shall operate within the legal framework. The Company shall not resort to undue harassment viz. persistently bothering the borrowers at odd hours, use of muscle power for recovery of loans, etc.
- The Company shall provide the terms and conditions in respect of its lending activities or services whenever the borrower requests for the same.

Confidentiality :-

- The company shall treat all the personal information received from the clients and details of the transactions entered by the client as private & confidential except under following circumstances:-
- If the Company is required to provide the information to any statutory or regulatory body or bodies;
- If arising out of a duty to the public to reveal the information;
- If it is in the interest of the borrowers to provide such information (e.g. fraud prevention);
- If the borrower has authorized the Company to provide such information to its group / associate / entities or companies or any such person/ entity as specifically agreed upon;

Complaints & Grievance Redressal Mechanism

- In case of any complaint/grievances of the borrowers, the same shall be intimated by them in writing to Mr. Amish Gandhi who shall immediately make all efforts to redress the grievances.
- The Company has appointed Mr. Amish Gandhi to redress the grievances of the borrowers, in connection with any matter pertaining to NBFC business. His details are given below:

Name of the Compliance Officer	:	Mr. Amish Gandhi
Address	:	No1, 18 th Floor, Urmi Estates 95 Ganpatrao Kadam Marg, Lower Parel Mumbai – 400 013
Tel	:	022 24831839
E-mail ID	:	nbfcsupport@phillipcapital.in

- In case of complaints received, the concerned Relationship Manager would report the matter with full details within 2 days from date of receipt to Mr. Amish Gandhi who shall take all necessary steps to redress and resolve the grievance, and will send a response as soon as possible and in any case not later than a maximum period of 30 days.
- The Status Report on all complaints shall be placed before the Board of Directors for their review on a quarterly basis.

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 able to fulfill the commitments under the Code to the entire satisfaction of the borrowers, the stakeholders and the public in general.

In order to enhance the value and relevance to the borrowers, this code shall be under review from time to time.

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