

FAIR PRACTICE CODE

Finova Capital Private Limited (Hereinafter referred to as Company or Finova) is a Non Deposit Taking NBFC registered with the Reserve Bank of India. This document provides details of the practices which Finova follows to ensure fair and transparent dealings with its customers and is compliant with the Master Direction – Reserve Bank of India (Non-Banking Financial Company– Scale Based Regulation) Directions, 2023.

This code will enable employees to provide better customer service and maintain transparency in business dealings with its customers.

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.

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 finance industry.

- The Company will provide clear and transparent information to customers in the language of their preference 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.
- Products and services of the company will meet relevant laws and regulations in both letter and in spirit.
- The Company will act quickly in correcting mistakes and attending to complaints lodged by its customers.
- The Company shall not discriminate amongst its prospective/existing customers on the basis of age, race, caste, gender, marital status, religion or disability.
- A copy of the code will be posted on the Company's website and in a visible location at each branch office.
- A copy of the code may be provided on request to any prospective or existing customer.

(i) Application for loans and their processing

- All communication to the borrower shall be explained to the borrower in the language understood by the borrower.
- Loan application forms shall include necessary information that affects the interest of the borrower and an informed decision can be taken
- Acknowledgement for receipt of all loan applications will be given to the borrower.

- 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.
- 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.

(ii) Loan appraisal and terms/conditions

- Every loan approval shall be communicated to the borrower by way of a Sanction Letter which shall include the key terms and conditions of the loan including the loan amount approved, processing fees, annualized rate of interest, tenor of the loan, penal charges, etc. Contents shall be explained to the borrower in a language understood by the borrower.
- A copy of the loan agreement shall be given to the borrower for records and the contents explained in a language understood by the borrower.

(iii) Penal charges in loan accounts

- Penalty for non compliance of material terms and conditions shall be treated as Penal charges and shall not be capitalized.
- The penal charges in case of loans sanctioned to individual borrowers, for purposes other than business, shall not be higher than the penal charges applicable to non-individual borrowers for similar breach of material terms & conditions.
- The Company shall disclose Penal charges in the loan agreement, most important terms & conditions and shall also display on the Company's website.

(iv) Disbursement of loans including changes in terms and conditions

- Should there be any changes in the terms and conditions, a notice shall be given in a language understood by the borrower indicated the change of terms. Changes in the interest rates and charges shall be effected only prospectively.
- Any decision to recall/accelerate payment or performance shall be in consonance with the loan agreement.
- All securities shall be released on repayment of all dues or on realization of the outstanding amount as long as the Company's legitimate right or lien for any other claim is not violated. If such set-off is to be exercised, the Company shall give notice about the same with full particulars to the borrower.

(v) Release of movable/immovable property documents on repayment/ settlement of loans:

- The company shall release all original movable / immovable property documents within a period of 30 days after full repayment/settlement of the loan account;
- The timeline and place of return of documents, either at a branch or at HO, shall be mentioned in the loan sanction letter;
- In case of demise of joint or single borrower, the company shall have a well laid procedure to be followed for return of documents to legal heirs and such procedure is displayed at the website of the company
- In case of delay in releasing of property documents, the company shall communicate customer with the reason of delay through call, SMS or mail to keep customer apprised.

(vi) General

- FINOVA will not interfere in the affairs of the borrower except for the purposes provided in the terms and conditions of the Sanction Letter and Loan Agreement unless new information, not earlier disclosed by the borrower comes to the notice of the Company.
- For any request for Balance Transfer received from the borrower, the consent or otherwise shall be communicated within 21 days of receipt of request. Such transfer shall be as per transparent contractual terms in consonance with the law.
- Finova shall not resort to undue harassment for recovery of dues. Proper training shall be given to the field staff to ensure that borrowers are dealt in an appropriate manner.
- The Board of the Company shall review the Redressal of grievances at regular intervals. The management shall place before the board the status of all complaints at regular intervals.
- The details of the Grievance Redressal Officer (including name, address, contact number, email ID, etc) shall be prominently displayed at the branches and also posted on the website.
- If the resolution of complaint is delayed beyond 1 month of receipt, or the Customer is not satisfied with the reasons of delay conveyed to him/ her, then He/ She may file a complaint with NBFC Ombudsman through the complaint lodging portal of the Ombudsman at <https://cms.rbi.org.in> or through the e-mail or physical mode at following address:

Centralised Receipt and Processing Centre,
Reserve Bank of India, 4th Floor, Sector 17,
Chandigarh - 160017
Toll Free No. 14448 (9:30 am to 5:15 pm)
E-mail: CRPC@rbi.org.in

Confidentiality

The Company shall collect personal information that it believes to be relevant and required to understand the customers 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 pe remitted by

the customer. If company shall avail services of any third party for providing support services, the Company shall require that such third parties handle customers' personal information with the same degree of confidentiality.

Advertising, Marketing and Sales

- The Company shall ensure that all advertising and promotional material is clear, and not misleading.
- 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.

Guarantors

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

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

Credit Bureau/ Reference agencies

- The Company may give information to Credit Bureau/ Reference agencies about the personal debts, the customer owes to it if:
 - ✓ The customer has fallen behind with his / her payments
 - ✓ Legal proceedings have been initiated against the customer to recover the dues.
 - ✓ Debts settled through legal recourses against the customer.
 - ✓ It is mandated by law/arrangement with Credit Bureau 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 customers consent to share information on his loan with Credit Bureaus.