

## **FAIR PRACTICE CODE**

Jain Sons Finance Limited (“Intellegrow Finance Company” or “Intellegrow” or the “Company”) This has reference to Reserve Bank of India's circular RBI/201112/470DNBS.CC.PD.No.266/03.10.01/2011-12 dated March 26, 2012, and consolidated as of June 30, 2013, wherein the Reserve Bank of India reviewed and amended certain aspects of Guidelines on Fair Practices Code for Company issued earlier on September 28, 2006, and other Circulars issued by the Reserve Bank of India from time to time relating to fair practices to be adopted by Company.

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 financial facilities and services offered by it to its customers. The Code will facilitate the customers to take informed decisions in respect of the financial facilities and services to be availed by them and will apply to any loan that the Company may sanction and disburse.

### **I. Application of the Code**

The 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. The Code will continue to apply to any product that is developed and provided by the Company to its customers.

### **II. Objective of the Code**

The Code has been developed with the following objectives:

1. Promote fair practices by setting minimum standards in dealing with customers
2. Increase transparency through requisite disclosures by the Company as may be relevant to the customer and as prescribed by the Reserve Bank of India (RBI) from time to time.
3. Foster customer confidence in the Company.

We shall help our customers understand how our financial products and services work by:

1. Giving verbal information about the financial schemes in English and/or a local vernacular language as understood by the customer;
2. Ensuring that our advertising and promotional literature are clear and not misleading;
3. Explaining financial implications of the transactions;
4. Helping the customer to choose the financial scheme.

We shall deal quickly and proactively with things that go wrong by:

1. Correcting mistakes quickly;
2. Attending to customer complaints quickly;
3. Telling our customers how to take their complaint forward if they are still not satisfied with our assistance;
4. Reversing any charges that we apply due to our mistake.

### **III. Non-Discrimination Policy**

We shall not discriminate between our customers or their representatives on the basis of gender, race or religion.

#### **IV. Applications for loans and their processing**

1. All communications to the borrower shall be in the vernacular language or a language as understood by the borrower.
2. Loan application forms issued by the Company shall include necessary information which affects the interest of the 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 borrower. The loan application form shall indicate the documents required to be submitted with the application form.
3. The Company shall issue an acknowledgement for receipt of all loan applications, either electronically or through post/courier.
4. The Company shall conduct a due diligence on the creditworthiness of the customer, which will be an important parameter for taking a decision on the application. The assessment would be in line with the Company's credit policies, norms and procedures in respect thereof.

#### **V. Loan appraisal and terms/conditions**

1. The Company shall conduct a due diligence on the creditworthiness of the customer, which will be an important parameter for taking a decision on the application. The assessment would be in line with the Company's credit policies, norms and procedures in respect thereof.
2. The Company shall convey by means of a Sanction Letter or rejection mail (electronic or written) to the customer in the vernacular language as understood by the customer, the amount of loan sanctioned or otherwise. The said letter shall contain the terms and conditions including the annualized rate of interest and method of application thereof.
3. The Company shall keep the acceptance of these terms and conditions by the customer on its record.
4. The Company shall be invariably bound to furnish a copy of the loan agreement in English or the vernacular language as understood by the customer along with a copy each of all enclosures quoted in the loan agreement to all the borrowers 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.

#### **VI. Disbursement of loans including changes in terms and conditions**

1. The Company has framed appropriate internal principles and procedures for determining and ensuring that the interest rates and processing and other charges are not excessive. The Company shall, at the time of disbursement, ensure that these rates and charges are in strict adherence to the mentioned principles and procedures.
2. The Company shall give notice to the borrower in the vernacular language as understood by the 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 effected only prospectively. A suitable condition in this regard shall be incorporated in the loan agreement.

3. Any decision to recall / accelerate payment or performance under the loan agreement shall be in consonance with the loan agreement.
4. The Company shall release all securities offered by the 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 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 till the relevant claim is settled/paid.

#### **VII. General**

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 should 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 ensure that the staff is adequately trained to deal with the customers in an appropriate manner.
4. The Company will call delinquent customers between 0900 hrs and 1900 hrs unless special circumstances of the borrower's business require to call them outside the hours mentioned.

#### **VIII. Grievance Redressal Mechanism**

1. The Company has a system and a procedure for receiving, registering and disposing of complaints and grievances in its Corporate Office.
2. 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.
3. The following Grievance Redressal Mechanism is put in place: To redress their grievances, applicants/ borrowers may write to the Grievance Redressal Officer at the address below, clearly stating the nature of their grievance along with necessary documents, if any. A copy of the same will be returned to the borrower with dated acknowledgement.

Name of the Grievance Redressal Officer: Mr. Chirag Desai

Address: Jain Sons Finlease Limited

12B, 3<sup>rd</sup> Floor, Techniplex-II IT Park,

Off. Veer Savarkar Flyover,

Goregaon (West), Mumbai – 400062.

Phone: 022-62492700; Mobile: 09867324348

Email ID: [chirag.desai@intellegrow.com](mailto:chirag.desai@intellegrow.com)

In case complaint / dispute is not redressed within a period of one month or if the borrower /customer

is not satisfied with the decision of the Grievance Redressal Officer, the borrower / customer may appeal to the Officer-in-Charge of the Regional Office of DNBS of Reserve Bank of India at the below address:

Kind Attn:

Reserve Bank of India  
Department of Non-Banking Supervision,  
6-1-56, Secretariat Road,  
Saifabad, Hyderabad - 500004, Andhra Pradesh.

A consolidated report of periodical review of compliance of fair practice code and functioning of the grievances 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.

#### **IX. Policy for determining interest rates, processing and other charges**

To ensure that the customers 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.intellegrow.com](http://www.intellegrow.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.

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.