

THE SWASTIK SAFE DEPOSIT & INVESTMENTS LIMITED

Policy	Fair Practice Code
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Approving Authority	Board of The Swastik Safe Deposit & Investments Limited
Version	V.02

THE SWASTIK SAFE DEPOSIT & INVESTMENTS LIMITED

Fair Practice Code

Reserve Bank of India (RBI) has prescribed guidelines for Fair Practice Code to be adopted by Non-Banking Financial Companies while doing lending business.

The Fair Practices Code, as mentioned herein below, is in conformity with these Guidelines on Fair Practices Code for NBFCs as contained in the aforesaid RBI Circular. This sets minimum Fair Practice standards for the Company to follow when dealing with customers. This code is formulated to ensure better service and provide necessary information to customers to take informed decisions.

The Swastik Safe Deposit & Investments Limited (referred to as the "Swastik") being an Non-Banking Financial Company registered with the Reserve Bank of India 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. The Company's policy is to treat all the clients consistently and fairly.

Swastik has formulated this Fair Practices Code to lay down the following procedures / practices in dealing with the business transactions. It is, and shall be, our policy to make our products available to all qualified applicants. Our policy is to treat all the customers consistently and fairly. Our employees will offer assistance, encouragement and service in a fair, equitable and consistent manner.

This Fair Practices Code applies to the all categories of products and services offered by us (currently offered or which may be introduced at a future date).

This code shall apply to all employees of Swastik and other persons authorized to represent it in the course of its business, whether the products and services are provided across the counter, over the phone, by post, through interactive electronic device, on the internet or by any other method.

Objective of the Code

The code has been developed with an objective of ensuring fair practices while dealing with customers, Greater transparency enabling customers in having a better understanding of the product and taking informed decisions and Building customer confidence in the company

Application for loans and their processing

- a) Loan application forms of the Company will include necessary information which are likely to affect the interests of the prospective 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 taken by the prospective borrower.
- b) The loan application forms may also indicate the documents required to be submitted along with the application form.
- c) The Company shall provide to the prospective borrower an acknowledgement for receipt of completed loan applications. Swastik would inform the borrower about its decision within a reasonable period of time from the date of receipt of all required information in full.
- d) The Company will process finance applications based on information provided in writing, in order to ensure a fast and accurate processing service.
- e) All communications to the borrower shall be in the vernacular language or a language as understood by the borrower.

- f) Sanction letter in the vernacular language or a language as understood by the customer to be issued to all customers whose loan have been sanctioned after due diligence.
- g) Ensure that all Loan agreements and enclosures provided to customers contain the terms and conditions and the rate of interest, which shall be annexed to the Loan agreement.

The term sheet exchanged with the customers will incorporate the rate of interest and details of securities and documentation, occasions on which penal interest rate will be charged upfront before the disbursement. Copy of documents will be shared with the borrowers.

Loan Appraisal and Terms & Conditions

- The Loan applications shall be assessed in accordance with Swastik's credit appraisal process.
- Upon approval of the loan, an agreement/ sanction letter preferably in vernacular language or a language as understood by the customer indicating the amount of loan sanctioned, annualised rate of interest applicable, including method of application thereof, penal interest or delayed payment charges (in case of delay in payments of instalments beyond due dates) along with the terms and conditions, shall be conveyed to the loan applicant in writing. A written acceptance of such terms and conditions shall be retained by Swastik.
- The basis of the rate of interest charged to customers will be as per the Company's Interest Rate Policy and will be agreed in advance with customers by way of sanction letter/loan agreement.
- Any clause relating to penal interest charged for late repayment will be specified in bold in the Loan Agreement. Swastik at the time of sanction / disbursements of loans will furnish a copy of loan agreement to the borrower.

Disbursement of Loans, including changes in terms & conditions

- In the event that a customer's agreement is subject to any changes in its terms and conditions, including variations in its disbursement schedule, interest rates, service charges, prepayment charges etc. notice in writing in vernacular language as understood by the customer will be provided in advance by Swastik. Changes in interest rates and charges will be applied prospectively.
- Any decision to recall or accelerate payment or customer performance under the agreement will be in accordance with the terms permissible under the respective loan agreement.
- Swastik will, subject to the contractual terms in accordance to the prevailing law, release all securities associated with a customer Loan agreement on repayment of all dues, or on the realization of the outstanding amount of the loan subject to any legitimate right or lien for any other claim the Company may have against the customer. If the 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 the company is entitled to retain the securities till the relevant claim is settled /paid.

Rate of Interest

Interest Rates

Company shall give information to the client on:

- The interest rates which apply to his/ her loan account.
- When interest is charged on his/ her loan accounts.
- How interest is applied to his/ her account and method of calculation of interest.

Changes in Interest Rates

- Company shall inform clients when it changes interest rates on its products.

General Provisions

- The Company shall refrain from interference in the affairs of the customer except for the purposes set out in the terms and conditions of the Loan agreements (unless new information comes to light, that was not earlier disclosed by the customer, comes to the notice of the Company).
- In the matter of recovery of loans, the Company shall not resort to undue harassment viz., persistently bothering the borrower at odd hours, use of muscle power for recovery of the loan.
- In the event that the customer expresses a request to transfer its obligations under the agreement to another party, Swastik will give its decision (consent or otherwise) within 21 days from the date of receipt of the request. Any transfer of a customer's agreement to another party shall be subject to the contractual terms in accordance to the prevailing law.
- Swastik charges interest only as per the terms of the Loan Agreement/Sanction Letter. Any delay in payment of instalments as per the repayment schedule will attract penal interest at such rate as has been communicated to the customer in the Sanction Letter and Loan Agreement.

Grievance Redressal Mechanism

- Grievances if any shall be addressed to the Grievance Redressal Officer of the Company
Details of Grievance Redressal Officer:
Name: Mr. Vinod Gadaiya
Contact details: 91 22 30767733
Email: complianceofficer.swastik@piramal.com
- The Board will also periodically review the compliance of this Fair Practices Code and the functioning of the grievances redressal mechanism at various levels of management to ensure that the redressal sought is just and fair and is within the given frame- work of rules and regulation.

Internal Machinery to Handle Customer Complaints/ Grievances

Customers who wish to provide feedback or send in their complaint may use the following channels:

- Call us at +91 22 3076 7700 (between 9:30 am to 6:30 pm, from Monday to Friday except on holidays).
- Write to us at the below mentioned address:

The Swastik Safe Deposit & Investments Limited
4th Floor, Piramal Tower Annexe,
Ganpatrao Kadam Marg, Lower Parel,
Mumbai – 400013India

In case complaint / dispute is not resolved within one month the customer may appeal to Officer in-Charge of the Regional Office of Department of Non-Banking Supervision of RBI under whose jurisdiction the Registered Office of the PFL falls. The details of DNBS are as given below:

Department of Non-Banking Supervision
Mumbai Regional Office
Reserve Bank of India, 3rd Floor
Byculla, Opp. Bombay Central Rly. Stn.
Mumbai- 400008
Email: dnbs@rbi.org.in
Contact No.: +91 (22) 23084121

This Code is approved by Directors.