

RELIGARE HOUSING DEVELOPMENT FINANCE CORPORATION LIMITED
FAIR PRACTICES CODE

(Reviewed and approved by Board on November 10, 016)

1. INTRODUCTION, OBJECTIVES AND APPLICATION

Religare Housing Development Finance Corporation Limited (RHDFCL/Company) is a Housing Finance Company registered with National Housing Bank (NHB) and is in the business of providing Home Loans to its customers. Such credit facility is extended to different types of customers, which include Individuals, Partnership Firms, Companies and other Corporate/Legal Entities.

The Company have framed and adopted a voluntary code, which sets the principles for fair practice standards when dealing with customers. The Code has been prepared based on the Guidelines issued by National Housing Bank on Fair Practices Code.

1.1 Objectives of the Fair Practices Code:

The Code has been adopted to:

- a) To promote good and fair practices by setting minimum standards in dealing with customers;
- b) To increase transparency so that the customers can have better understanding of what they can reasonably expect of the services;
- c) To encourage market forces through competition, to achieve higher operating standards;
- d) To promote a fair and cordial relationship between customers and the Company;
- e) To foster confidence in housing finance system.

1.2 Application of the Code:

This Code applies to all the products and services offered by the Company, whether over the phone, across the counter, on the internet or by any other means. It shall also apply to all the employees of the Company

2. OUR COMMITMENTS TO THE CUSTOMERS

Company shall act fairly and reasonably in all dealings with customers by ensuring that:

- The Company meets the commitments and standards of this Code for the products and services offered by it, and in the procedures and practices that its staff follows.
- The products and services of the Company meet relevant laws and regulations in letter and spirit.
- The dealings with its customers are based on the ethical principles of integrity and transparency.

The Company shall transparently disclose to the borrower all information about fees / charges payable for processing the loan application, the amount of fees refundable if loan amount is not sanctioned / disbursed, pre-payment options and charges, if any, penalty for delayed repayment if any, conversion charges for switching loan from fixed to floating rates or vice-versa, existence of any interest reset clause and any other matter which affects the interest of the borrower

3. ADVERTISING, MARKETING AND SALES

The Company Shall;

- a) Ensure that all advertising and promotional material(s) are clear, and not misleading.
- b) Ensure that any advertising in any media and promotional literature that draws attention to a service or product of the Company and includes a reference to an interest rate, shall also indicate whether other fees and charges will apply and that full details of the relevant terms and conditions, if any, shall be made available on request.
- c) Endeavour to provide information on interest rates, common fees and charges through putting up notice(s) at its branches/offices; through telephone or help-lines; on the Company's website; through designated staff / help desk; or by providing service guide / tariff schedule.
- d) In case of availing third party services for providing support services, the Company shall ensure that such third parties handle customer's personal information (if any available to such third parties) with the same degree of confidentiality and security as the Company would.
- e) Communicate to the customers, from time to time, on various features of the products availed by them. Information about the other products/services or promotional offers in respect of products / services of the Company may be conveyed to customers only if he / she has given his / her consent to receive such information / service, including, by way of an email or by registering for the same on the Company's website or on customer service number of the Company.
- f) Ensure that the code of conduct for the Direct Selling Agencies (DSAs) whose services are availed by the Company to market products / services, amongst other matters, specifically require the DSAs to identify themselves while approaching the customer for selling products personally or via phone.
- g) Ensure that in the event of receipt of any complaint from the customer that the Company's representative / courier or DSA has engaged in any improper conduct or acted in violation of this Code, appropriate steps shall be initiated to investigate and to handle the complaint and to make good the loss caused, if any.

4. LOANS

4.1. Applications for loans and their processing

- a) At the time of sourcing a loan product, the Company shall provide information about the interest rates applicable, as also the fees / charges, if any, payable for processing, pre-payment options and charges, if any, and any other matter which affects the interest of the borrower, so that a meaningful comparison with the terms and conditions offered by other

Housing Finance Companies (HFCs) can be made and informed decision can be taken by the borrower. The Company may provide an indicative list of documents required to be submitted along with loan application form.

b) The Company shall issue an acknowledgement receipt for all loan applications. Loan applications shall be disposed of within 15 days or such extended time as may be mutually agreed between the borrower and the Company from the date of receipt of the application form complete in all respects.

4.2. Loan appraisal and terms/conditions

a) Normally all particulars required for processing the loan application shall be collected by the Company at the time of application. The Company shall keep the customer informed that he would be contacted immediately again, in case the Company need any additional information;

b) The customer would be informed by means of a written sanction letter of the amount of loan sanctioned or otherwise, the amount of loan sanctioned along with all terms and conditions including annualized rate of interest, method of application, EMI structure, prepayment charges etc. and customers' acceptance of such terms and conditions will be obtained in writing;

c) The Company shall furnish a copy of the loan agreement along with a copy each of all enclosures quoted in the loan agreement to every borrower at the time or after disbursement of loans;

4.3. Communication of rejection of Loan Application

If the Company is not in position to provide the loan to the customer, the Company shall communicate in writing the reason (s) for rejection.

4.4. Disbursement of loans including changes in terms and conditions

a) The Company shall disburse the loans in accordance with the disbursement request made by the customer or the disbursement schedule given in the Loan Agreement/ Sanction Letter;

b) The Company shall give notice to the borrower of any change in the terms and conditions including changes in terms & conditions relating to disbursement schedule, interest rates, service charges, prepayment charges, other applicable fee/ charges etc. The Company shall also ensure that changes in interest rates and charges are effected only after notification to the customer. A suitable condition in this regard shall be incorporated in the loan agreement.

c) If such change in terms & conditions is to the disadvantage of the customer, he/she may within 60 days and without notice close his / her account or switch the loan account without having to pay any extra charges or interest.

d) Decision to recall / accelerate payment or performance under the agreement or seeking additional securities, shall be in consonance with the loan agreement.

e) The Company shall release all securities 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 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.

4.5 Guarantors

When a person considers to be a Guarantor for a Loan availed from the Company, he / she shall be informed about:

- a. Letter/ Deed of Guarantee stating the terms of his / her liability as a Guarantor;
- b. The amount of Liability he / she will be committing to the Company.
- c. Circumstances in which the Company will call him / her to pay up his / her Liability.
- d. Whether the Company will have recourse to his / her other monies in the Company if he/she fails to pay up as a Guarantor.
- e. Whether his / her Liabilities as a Guarantor are limited to a specific quantum or are they unlimited.
- f. The time and circumstances in which his / her Liabilities as a Guarantor will be discharged as also the manner in which the Company will notify him / her about this.
- g. Any material adverse change/s in the Financial Position of the customer (borrower) to whom he /she stands as a Guarantor.
- h. In case the guarantor refuses to comply with the demand made by the creditor /lender, despite having sufficient means to make payment of the dues, such guarantor would also be treated as a wilful defaulter.

5. PRIVACY AND CONFIDENTIALITY

The Company shall treat all the personal information of the customers (including the Customers whose loan accounts are closed) as private & confidential and shall be guided by the following principles and policies. The Company shall inform the customers the extent of his / her rights under the existing legal framework for accessing the personal records that the Company holds about him /her and shall not reveal information or data relating to their accounts to anyone, including group companies/ entities in the group, other than in the following exceptional cases :

- a. If the information is to be given by law;
- b. If there is a duty towards the public to reveal the information;
- c. If the Company's interest requires it to give the information (for example, to prevent fraud) but the same will not be used by the Company as a reason for giving the information about the customer or customer's accounts to anyone else, including other Companies in the group, for marketing purposes;
- d. If the customer asks the Company to reveal the information, or with his / her permission by way of acceptance to the terms and conditions of the loan agreement

- or otherwise, to provide such information to the group companies where the Company has tie-up arrangements for providing other financial service products;
- e. If any Court / regulatory/enforcement authorities so direct or require under any law/act.
 - f. The Company will not use customer's personal information for marketing purposes unless the customer has specifically authorized the Company to do so.
 - g. The Company shall not give a reference about customers, unless the Company has obtained the customer's written permission before giving it.

6. Credit Reference Agencies

- a. At the time of opening a new account, the Company will pass the customer's account details to credit reference agencies and may undertake other checks, as may be required, in this regard.
- b. The Company may give information to credit reference agencies about the personal debts the customer owes us if:
 - The customer has fallen behind his/her payments.
 - The amount owed is not in dispute.
 - The customer has not made proposal following our formal demand for repayment of dues. We will intimate the customer in writing in such a case.
- c. The Company shall intimate the customer in writing in such a case. At the same time, we shall explain to the customers the role of credit reference agencies and the effect the information they provide can have on customer's ability to get credit.
- d. The Company shall give information about the customer's account to credit reference agencies if the customer has given his/her permission to do so.
- e. The Company shall provide relevant information given to credit reference agencies if demanded by the customer.

7. COLLECTION OF DUES

- 7.1 When the loans are given, the Company shall explain to the customer the repayment process by mentioning amount, tenure and periodicity of repayment in the welcome letter. However, if the customer does not adhere to repayment schedule, a defined process in accordance with the laws of the land shall be followed for recovery of dues. The process will involve reminding the customer by sending him / her notice or by making personal visits and / or repossession of security, if any.
- 7.2 Company's collection policy/ process shall be built on courtesy, fair treatment and persuasion. We believe in fostering customer confidence and long-term relationship. Company's staff or any person authorized to represent us in collection of dues or / and security repossession shall identify himself / herself and display the authority letter issued by us and upon request, display his / her identity card issued by the Company or under authority of the Company.
- 7.3 All the members of the staff or any person authorized to represent us in collection and / or security repossession shall follow the guidelines set out below:
 - a) Customer would be contacted ordinarily at the place of his / her choice and in the absence of any specified place at the place of his / her residence and if unavailable at his / her residence, at the place of business / occupation.

- b) Identity and authority to represent the Company shall be made known to the customer at the first instance.
- c) Customer's privacy would be respected.
- d) Interaction with the customer shall be in a civil manner.
- e) Our representatives shall contact the customers between 0700 hrs and 1900 hrs, unless the special circumstances of the customer's business or occupation require otherwise.
- f) We will endeavor to consider the customer's request to avoid calls at a particular time or at a particular place and such requests shall be honoured, as far as possible.
- g) A tracker with time and number of calls and gist of conversation would be maintained.
- h) All assistance would be given to resolve disputes or differences regarding dues in a mutually acceptable and in an orderly manner.
- i) During visits to customer's place for dues collection, decency and decorum shall be maintained.
- j) Inappropriate occasions such as bereavement in the family or such other calamitous occasions would be avoided for making calls / visits to collect dues.

8. COMPLAINTS AND GRIEVANCES

8.1 The Company shall tell the customer the Customer Complaint Resolution Process and turn-around time for replying to the complaint.

8.2 The Company shall inform the customer about the procedure followed for handling complaints fairly and quickly on our website, as and when launched.

8.3 If the Company receives the complaint in writing from the customer, it shall send him/her an acknowledgement /response within a week. If the Company receives a complaint over phone from a customer, it will provide the customer with a complaint reference number and keep him informed of the progress.

8.4 After examining the matter, the Company shall send the final response to the customer or explain him reason why we need more time to respond and will try to do so within six weeks of the complaint.

8.5 While attending to the customer complaints, the Company shall adhere to its Complaints Handling Policy.

Grievance Redressal Mechanism

All customer queries and grievance with respect to the product and services offered by Religare Housing Development Finance Corporation Limited can be highlighted to Customer Service Department- RHDFCL through following established channels of communication:

- **Call** at 186030004111
- **SMS**- SMS Credit to 575758
- **Email**- customerservice@religare.com
- **Letter**- A-3/4/5, GYS Global, Tower A, 5th Floor, Sector 125, Noida-201301
- **Website**-www.religarehomeloans.com
- **VSERVE**-Mobile applications available on Google play store and IOS.

How a complaint should be made:

Customers must provide necessary loan details i.e. Loan Account Number, Complaint/Grievance Details, and Valid Contact Information along with email ID and Product Details while lodging a query or grievance through these channels.

When to expect a reply

The Company shall endeavor to address/respond to all queries/grievances within reasonable time and keep the customer informed about the status of their complaints. Each customer query/complaint being unique in nature, can take up to 6 weeks for complete resolution.

Whom to approach for redressal

Customer must escalate their concerns through any of channels mentioned, in case of delayed or no response from the respective channel with in the specified timelines, complaint can be escalated to Grievance Redressal Officer, Mr. Vinod Juneja at vinod.juneja@religare.com or can further escalate the matter to Mr. Shreejit Menon, EVP, Sales & Distribution at shreejit.menon@religare.com.

Escalation to National Housing Bank

In case the customer does not receive the response from the Company within 6 weeks or is dissatisfied with the response received, the customer may approach National Housing Bank at the following address:

- **National Housing Bank, Department of Regulation and Supervision (Complaint Redressal Cell), 4th Floor, Core- 5A, India Habitat Centre, Lodhi Road, New Delhi-110003**
- Such complaint may also be e-mailed at crcell@nhb.org.in.

9. GENERAL

- If the Company think necessary, it will verify the details mentioned by the customer in the loan application by contacting the customer at his/her residence and/or business addressees through agencies appointed for the purpose.
- The Company shall inform the customer to cooperate if we need to investigate a transaction on the customer's account and with the police/other investigative agency if we need to involve them.
- The Company will inform the customer that he will be responsible for all losses if he acts fraudulently or without reasonable care
- The Company shall display at its branches/offices, various key aspects relating to the Company's products and services in bilingual language in Hindi speaking states and trilingual language in other states, as required by NHB.
- The Company will not discriminate the customers on the basis of race, age, caste, gender, marital status, religion or disability.
- The Company will process request for transfer of borrower account, either from the borrower or from other bank/financial institution in the normal course.
- The Company will publicize this Code by putting it on our website, making them available at branches, providing existing and new customers with a copy of the code to customer on request. The Company will also ensure that its staff is adequately trained to provide information about the code.
- The Company shall on quarterly basis will update to the Board on compliance to fair practices code.
- The Company shall also not discriminate visually impaired or physically challenged applicants on the ground of disability in extending products, services, facilities, etc.