

CIN: U65999KA2017PTC100666 | www.loanzen.in

Office: No. 445/1 2nd Floor, 6th Cross Road, Jayanagar 7th Block, West of Kanakapura road

Bangalore-560070

Contact: +91 91080 47087, finance@loanzen.in

LOANZEN FINANCE PRIVATE LIMITED

FAIR PRACTICES CODE

This is in reference to guidelines on 'Fair Practices Code' issued by Reserve Bank of India ("RBI") as per Chapter V - Fair Practices Code (FPC) of Master Direction - Non-Banking Financial Company — Non-Systemically Important Non-Deposit taking Company (Reserve Bank) Directions, 2016 dated September 01, 2016 further updated as of July 22, 2022. (Circular No. RBI/DNBR/2016-17/44 Master Direction DNBR.PD.007/03.10.119/2016-17)

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 Loanzen Finance Private Limited ('the Company') to follow when dealing with customers. It provides information to customers and explains how the Company is expected to deal with them on a day-to-day basis.

This policy applies to all customers including those with any complaints / enquiries as posted on social / any other media and we encourage all customers to reach out to the below platforms as required.

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
- Building customer confidence in the Company
- Adopting non-coercive recovery methods in the Company

Applications for loans and their processing

- The Company offers various financial products including Loan against securities, Project loan, Working capital loan, Term loan, among others.
- The 'Application Form/ appropriate documents' will indicate the list of documents required to be submitted by the borrowers along with the Application form in local language or other language understood by the borrower.
- The Company has a mechanism of giving an acknowledgement for receipt of application form to its borrower for availing loans. The Company would inform the borrower about its decision within reasonable period of time from the date of receipt of all the required information in full.



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Loan appraisal and terms/ conditions

• The acceptance of applications shall be preceded by a due diligence of the credit worthiness of the borrower as per credit norms of the Company.

- The Company shall convey acceptance of the agreement with the terms and condition of the loan advanced, in writing, through a sanction letter in local language or other language understood by the borrower, which *inter-alia* includes:
 - Amount of limit sanctioned;
 - Annualized rate of discount/ interest; and
 - Method of calculation of interest.
- The Company shall furnish a copy of the loan agreement at the time of disbursement / sanction of the loan. The Company shall mention the penal interest charged for late repayment in bold in the loan agreement.

Disbursement of loans including changes in terms and conditions

- Any change in the agreed on terms and condition of the loan including any change in the interest charged shall be intimated to the Borrower through a notice in writing in local language or other language understood by the borrower which shall be served as per the mode agreed upon with the Borrower in the sanction /agreement. Any change in the rate of interest shall be effected only prospectively.
- Any act of recalling or accelerating the payment / performance under the Agreement shall be made on the mutual consent of the parties.
- The Company would release all securities on repayment of all dues or on realisation 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.

General aspects

• The Company would 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).



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- In case of receipt of request from the borrower for transfer of account, the consent or otherwise ie objection of the Company, if any, would 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.
- In the matter of recovery of loans, the Company would not resort to undue harassment viz., persistently bothering borrowers at odd hours, use of muscle power for recovery of loans etc. The Company shall ensure that its personnel are adequately trained to deal with the customers in an appropriate manner.
- The Company will not charge any foreclosure charges/pre-payment penalties on floating rate term loans.

Responsibility of Board of Directors

- The Board of Directors will lay down the grievance redressal mechanism for the Company that will ensure resolution of all disputes at the next higher level.
- The Board of Directors will also provide for periodical review of the compliance of Fair Practices Code and the functioning of the grievances redressal mechanism at various levels in the Company. A consolidated report of such reviews will be submitted to the Board at regular intervals, as prescribed by it.

Grievance Redressal Officer

- The Company would display following information on notice board at all branches and offices of the Company where business is transacted:
 - Name of Grievance Redressal Officer and contact details of the office where customers can direct their grievances.
 - If the complaint/ dispute are not redressed within a period of one month, the customer may appeal to 'the Officer-in-Charge of the Regional Office of DNBS of RBI'.

Address for the Regional Office of DNBS of RBI:

Department of Non-Banking Supervision Bangalore Regional Office, 10/3/08, Nrupatunga Road, P.B.No.5470, Bangalore-560001.

Communicating Fair Practice code



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• The Company shall display the FPC on its website and also make available to the Customer, on request, a copy of the FPC on demand.

Policy for determining interest rates and processing and other charges

- The Company shall lay out appropriate internal principles and procedures in determining interest rates and processing and other charges.
- The rate of interest shall be disclosed to the borrower or customer in the sanction letter or in the accompanying schedule of repayment.
- The information published in the website or otherwise published would be updated whenever there is a change in the rates of interest.
- The rate of interest would be annualized rates so that the borrower is aware of the exact rates that would be charged to the account.

Repossession of Security (Vehicles)

- The Company reserves the right to enforce security for recovery of dues on the terms and conditions stipulated in the loan agreement in case of default in payment or on the occurrence of any other event of default. During recovery of loans, the Company will not resort to undue harassment like bothering the borrowers at odd hours or use of force for recovery of loans.
- The Company will specify the following in the terms and conditions in the loan agreement and provide a copy of this to the borrower at the time of sanction/disbursement- (a) notice period before taking possession; (b) circumstances under which the notice period can be waived; (c) the procedure for taking possession of the vehicle; (d) a provision regarding final chance to be given to the borrower for repayment of loan before the sale / auction of the vehicle; (e) the procedure for giving repossession to the borrower; and (f) the procedure for sale / auction of the vehicle.

The Company shall abide by this Fair Practices Code in its true spirits and in the manner applicable to the business operations.