



**FAIR PRACTICE CODE AND GRIEVANCE
REDRESSAL MECHANISM**

**EVEREST FINANCE AND INVESTMENTS
PRIVATE LIMITED**

Document Control

Title	Fair Practices Code
Effective Date of this version	04 March 2021
Last date of update	04 March 2021
Version No.	1
Reviewed by	Managing Director
Approved by	Board of Directors
Date of approval	04 March 2021

Version history:

Sr. No.	Version No.	Date	Version Details	Person
1	1.0	04 Mar 21	Initial draft	Vikram Doshi

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1. INTRODUCTION

Everest Finance And Investments Private Limited (CIN : U65999MH2020PTC336211) (“EFIPL” or “the Company”) is a Non-Deposit Taking Non-Banking Finance Company registered with the Reserve Bank of India (“RBI”).

The RBI has issued guidelines on Fair Practices Code for Non - Banking Financial Companies (NBFCs) in order to set standards for fair business and corporate practices while dealing with their customers.

EFIPL shall adopt all the best practices prescribed by RBI from time to time. EFIPL shall make appropriate modifications, if any are required, based on any future notifications issued by the RBI in order for this Code to conform to the prescribed guidelines. The Company has adopted this Fair Practices Code (FPC) which is prepared in line with RBI’s fair practices code guidelines.

The FPC will be applicable to all the offices of EFIPL and shall be binding on all the employees of the organization.

2. OBJECTIVES OF THE FAIR PRACTICE CODE

The objectives of the FPC are as follows:

- Adopt best practices in dealing with the customers;
- Follow legal and ethically tenable business practices and
- Be transparent and provide all necessary information to the customers.

3. EFIPL’S COMMITMENTS

- The Company undertakes to abide by all applicable laws, regulations and guidelines passed/ issued by the Regulators (Reserve Bank of India, SEBI, IRDA and other regulators etc.) and other competent authorities such as Government, Local Authority etc.
- The Company undertakes not to discriminate customers on grounds of race, caste, colour, religion, sex, marital status, age or physical disability, etc.

- The Company will provide clear and full information about its products and services to its customers / prospective customers and will not resort to any misleading or potentially misguiding advertisement or publicity.
- The Company undertakes to desist from introducing any products / services having elements of 'hidden charges' or lack of transparency.
- The Company undertakes to take all possible and reasonable measures to secure the safe custody of the security pledged by the customer.
- The Company undertakes not to take advantage of any unintentional or clerical error made by the customer while transacting business.
- The Company is committed to put in place a system for promptly addressing complaints and suggestions of the customers supplemented with a structured **Grievance Redressal Mechanism** having an escalation matrix.
- 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.

4. FAIR PRACTICES

A. Loans

- a) Loan documentation set will, inter alia, include the broad features and the terms and conditions governing the loan. This would enable the borrowers to take an informed decision by comparing and analysing the terms offered by the Company with other lenders in the market.
- b) The Loan Documentation shall specify the documents required to be submitted by the borrower and list out the additional information required from the borrower and his family members to enable the Company to create the database. The Loan Application Form shall provide for giving an acknowledgement to the borrower acknowledging receipt of the same. The time frame within which loan applications will be disposed of shall also be indicated in the acknowledgement.

- c) All the loan applications shall be disposed of within a period of 90 days from the date of receipt of duly completed Loan Application Forms subject to receipt of all requisite documents complying with prevailing rules and regulations from the Borrower.
- d) All communication with the customer will be in a language understood by both the parties viz Company and the Borrower.

B. Loan Appraisal and Terms/Conditions

- a) The Company, before sanctioning the loan, would assess the ability of the borrower to repay the loan along with the applicable interest.
- b) The decision to lend shall be conveyed to the borrower by means of sanction letter or similar other loan documentation, clearly showing the terms and conditions, annualized interest rate, method of application of interest and penal interest that shall be charged for the late payment
- c) Acceptance of the above terms and conditions and commercials indicated above shall be preserved in the company's records.
- d) A copy of the loan agreement/facility agreement /other similar document ("Loan Documentation"), along with a copy each of all enclosures quoted in the loan agreement shall be furnished to the customer at the time of sanction/ disbursement of loans.
- e) Penal interest charged in case of late repayment shall be highlighted in bold in the loan agreement/document.

C. Disbursement of loans including changes in terms and conditions

- a) The Company shall communicate by giving notice in writing, any changes in terms and conditions of loan including disbursement schedule, interest rates, service charges, prepayment charges etc. to the customer.
- b) The Company shall ensure that changes in interest rates and charges are effected only prospectively. The loan agreement shall contain a clause explicitly mentioning that these changes will be applicable prospectively.

D. Post Disbursement Supervision

- a) The decision, if any, of the Company to recall/accelerate payment or performance of loan shall be in accordance with the terms and conditions of the Loan Agreement.
- b) The Company shall give reasonable time to the borrower before recalling the loan or asking for accelerating the payment or performance subject to the terms and conditions contained in the Loan Agreement and other related documents.
- c) The collaterals lying with the Company may be released on receipt of full and final repayment of loans subject to any legitimate right or lien and set off for any other claim that the Company might 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. In cases where the borrower has availed facility allowing him to borrow/draw monies within the overall amount sanctioned as and when needed by him, the collateral may be retained by the Company for operational convenience.

E. Repossession in case of default

The company shall have a built-in re-possession clause in the Loan Agreement with the borrower for secured lending. However, the clause should be transparent and clearly lay out provisions regarding:

- a) Repossession triggers
- b) Notice period before taking possession.
- c) Procedure for taking possession
- d) Provision for a final chance to be given to the borrower to clear dues before sale/auction of property
- e) Procedure for giving repossession to the borrower;
- f) Procedure for sale/auction of property

A copy of such terms and conditions must be made available to the borrower. The Company shall invariably furnish a copy of the loan agreement 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, which forms a key component of such contracts/loan agreements.

F. Interest Rate Calculations

- a) The company shall adopt an interest rate model considering relevant factors such as cost of funds, margin and risk premium and determine the rate of interest to be charged for loans and advances. The rate of interest and the approach for gradations of risk and rationale for charging different rate of interest to different categories of borrowers shall be disclosed to the borrower or customer in the application form and communicated explicitly in the sanction letter.
- b) The policy with respect to rates of interest and the approach for gradation of risks shall also be made available on our web-site. The information published in the website or otherwise published should be updated whenever there is a change in the rates of interest.
- c) The rate of interest should be annualised rate so that the borrower is aware of the exact rates that would be charged to the account.

G. Collection Process

- a) In the matter of recovery of loans, the Company shall resort only to remedies which are legally and legitimately available to it and shall 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 provide adequate training to its staff to ensure appropriate dealing with customers.
- b) EFiPL shall not charge foreclosure charges/ pre-payment penalties on any floating rate term loan sanctioned for purposes other than business to individual borrowers, with or without co-obligant(s).

H. General

- a) Unless information, not earlier disclosed by the borrower, has been noticed, the Company shall always refrain from interference in the affairs of the borrower except for the purposes provided in the terms and conditions of the Loan Agreement
- b) 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.
- c) Lending against collateral of gold jewellery : Before lending against collateral of gold jewellery, the Company shall put in place the policy for such lending approved by the Board of Directors. All the lending to individuals against collateral of gold jewellery, if any, shall be in accordance with such policy which will be in addition to this FPC.

I. Confidentiality

The Company may not reveal transaction details of the borrowers to any other persons except under following circumstances:

- a) The information is required to be disclosed by any applicable law, any direction, request or requirement of government authority.
- b) The information is required by the Auditor, professional advisors, agents or any third party service providers of the lenders who are under duty of confidentiality
- c) The information is required by any person with which the lender may enter into any transfer, assignment, participation or other agreements
- d) If the information is required by other banks if the borrower has availed any facility from them or any credit information bureau.

J. Complaints

In case of any complaint/grievances of the borrowers, the same shall be intimated by them in writing to the Grievance Redressal Officer. The Grievance Redressal Officer shall immediately make

all efforts to redress the grievances. The employees dealing with the aggrieved customer shall guide him/her to lodge a complaint.

K. Grievance Redressal Mechanism

EFIPL shall provide a three tier Grievance Redressal Mechanism to resolve any of its customer's query/grievance.

Level 1:

The customer may register his/her query / complaint to the Company which shall be addressed to the Grievance Redressal in connection with any matter pertaining to business practices, lending decisions, credit management, recovery and complaints relating to updation / alteration of credit information.

The details of the Grievance Redressal Officer are given as follows:

- Name of the Grievance Redressal Officer: Mr. Vikram Doshi
- Address: 5th Floor, Krushal Commercial Centre, G. M. Road, Amar Mahal, Chembur (West), Mumbai 400089
- Contact Details (Telephone/Email): +91 22 40997700 / Vikram@EverestFinance.in

The redressal officer may formally delegate the task of redressal of a specific complaint to a team member as suitable, with due information to the customer.

Level 2:

If the complaint is not resolved within 15 days, the customer shall complain to a Director of the Company at the following email id: Aakash@EverestFinance.in

Level 3:

If the complaint / dispute is not redressed within a period of one month from date of its receipt, the customer may appeal to:

The Officer-In-Charge,
Department of Non-Banking Supervision,
Reserve Bank of India, Mumbai Regional Office,
3rd Floor, Rear Wing, Byculla, Mumbai - 400008

The above information of Grievance Redressal Mechanism shall be displayed prominently, for the benefit of the customers, at Company's offices / branches / places where the lending business is transacted.

5. REVIEW

The Fair Practice Code and functioning of the grievances redressal mechanism shall be reviewed half yearly or as and when necessary and the consolidated report of such review shall be submitted to the Board of Directors within 15 days of such review.

Any change in the Fair Practice Code shall be immediately updated on the Company's website.

6. DISCLAIMER

Reserve Bank of India neither accepts any responsibility nor guarantees the present position as to the financial soundness of the Company or for the correctness of any of the statements or representations made or opinions expressed by the company and for discharge of any liability by the Company.

Neither there is any provision in law to keep, nor does the company keep any part of the deposits with the Reserve Bank of India and by issuing a Certificate of Registration to the company, the Reserve Bank of India, neither accepts any responsibility nor guarantees the payment of deposits to any depositor or any person who has lent any sum to the company.

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