

## ECL FINANCE LIMITED

### FAIR PRACTICES CODE

ECL Finance Limited (the Company/ ECLF), in pursuance of the Directions issued by Reserve Bank of India for Non-Banking Financial Companies (NBFCs), has adopted the following Code for fair practices while dealing with customers. The Fair Practice Code (FPC) is intended to cover the following areas:

- Applications for loans and their processing
- Loan appraisal and terms/conditions
- Disbursement of loans, including changes in terms and conditions
- General provisions and
- Grievance redressal mechanism

#### 1. Applications for loans and their processing

(a) All relevant information pertaining to the loan/loan facility will be made available in the relevant loan application form(s) or through other modes (term sheet, teasers, etc.). The loan application form will also indicate the documents required to be submitted together with the duly completed application form.

(b) The client will have the option to receive all the correspondences, loan documents, recall notices etc relating to loan in vernacular language or a language understood by the Client. For this purpose the Client need to indicate his/her/its preference in the loan application form by selecting the appropriate option.

(c) Receipt of completed applications forms will be duly acknowledged. Applicants are required to insist for an acknowledgement in this regard.

(d) The acknowledgement would also indicate the approximate timeframe within which the applicant should contact the Company at its registered office to ascertain the status of the loan application.

#### 2. Loan appraisal and terms/conditions

(a) Loan applications shall be assessed in accordance with the Company's credit appraisal process and policies. The client shall be advised in the language selected by him/her/it in the loan application of the outcome of the credit appraisal (approval/rejection) within the period for appraising the loan application indicated in the acknowledgment to loan application.

(b) Upon approval of the loan, the Company shall convey the amount of loan sanctioned, annualized interest rate, default interest rate and other important terms and conditions to the Client by way of sanction letter or otherwise in the language selected by the Client in the application form for correspondence, etc. The penal interest, if any, to be charged by the Company for late repayment, etc shall be mentioned in bold in the loan agreement, sanction letter, etc. A written acceptance of such terms and conditions shall be retained by the Company.

(c) The Company shall enter into an agreement indicating the amount of loan sanctioned, annualised rate of interest applicable, including method of application thereof, along with the terms and conditions with the client. A copy of the said agreement along with schedule(s) and annexure(s) to the agreement will be provided to the client in the language opted by the client.

#### 3. Disbursement of loans, including changes in terms and conditions

(a) Any changes to the terms and conditions, including disbursement schedule, interest rates, service charges, prepayment charges, etc, shall be informed individually to the borrowers in case of account specific changes, and in case of others, the same shall be available at the registered office / corporate office of the Company or on website or be disseminated through print media if the Company so decide.

(b) Changes in the interest rates and charges shall be effected prospectively. A suitable condition to this effect will be inserted in the loan agreement.

(c) Decision to recall / accelerate payment or performance under the agreement shall be in accordance with the terms and conditions of the loan documents executed by the borrower with the Company.

(d) All securities pertaining to the loan would be released on receipt of full and final payment of the loans, subject to any legitimate or contractual right or lien or right to set-off which the Company or any other person may have under the loan documents against the borrowers. 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 right to retain or setoff the securities/sale proceeds from the securities or right to transfer the securities or sale proceeds is exercised by the Company. In the event of full and final payment of the loans along with other dues, if any, "No outstanding dues" certificate shall be issued by the Company within 1 month from the date of receipt of request from the borrower / customer.

(e) All notices, correspondence in respect of the loan will be made in the language opted by the Client in the loan application form.

#### **4. Applicant with Disability (ies)**

The Company shall not discriminate in extending products and facilities including loan facilities to the physically / visually challenged applicants on the grounds of disability. They shall be treated at par with the other applicants and their application shall be dealt on merit as per the credit process and policy of the Company. All possible assistance will be provided to the applicants with the disability (ies) to enable them to understand, select and avail appropriate product or loan facility.

#### **5. General provisions**

(a) The Company shall refrain from interference in the affairs of the borrower, except for the purposes and as provided in the terms and conditions of the loan documents or unless new information, not earlier disclosed by the borrower, has come to the notice of the Company.

(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.

(c) 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 loans and would operate within the legal framework. The Company will ensure that all its employees are adequately trained to deal with the borrowers in an appropriate manner.

#### **6. Grievance Redressal**

The implementation of the Fair Practice Code shall be the responsibility of the Company. The Company shall make every effort to ensure that its dealing with borrowers / customers is smooth and hassle free. Any complaint brought to the notice of the Company by a borrower / customer will be handled expeditiously.

All disputes / complaints arising out of the decisions of the Company's functionaries would be heard and disposed of at least at the next higher level after it is brought to their notice. Therefore, the following 'Grievances Redressal Mechanism' is put in place.

- Grievance Redressal Officer
- Chief Grievance Redressal Officer

A consolidated report of periodical review with compliance with the Fair Practices Code and functioning of the grievances redressal mechanism at various levels of management would be submitted to the Board of Directors (or a committee thereof) at regular intervals.

The contact details of the Grievance Redressal Officer (“GRO”) and the local office of RBI (which can be approached, if the complaint / dispute is not resolved within a period of one month) will be displayed at all the branches / places where the Company conducts its business.

In case of any complaint/grievance, the borrowers / customers including the applicants with disability(ies) may contact Mr. Jatin Shukla, Grievance Redressal Officer, through any of the following channels:

- Telephone: 022 - 40094400
- Fax: 022 - 42273838
- Mail: ECL Finance Ltd, Edelweiss House, Off. C.S.T Road, Kalina, Mumbai - 400 098
- E-mail to: [Eclf.grievancecell@edelweissfin.com](mailto:Eclf.grievancecell@edelweissfin.com)

After examining the matter, it would be our endeavor to provide the borrower / applicant with our final or other response, within a period of two (2) weeks and within a maximum period of four (4) weeks from receipt of such complaint/grievance.

In case the borrower/customer do not receive any communication from the Grievance Redressal Officer within aforesaid period or the borrower/customer is not satisfied with the resolution or the complaint remain unresolved by the Grievance Redressal Officer within aforesaid period, the borrowers / customers may contact Ms. Sarika Samant, Chief Grievance Redressal Officer through, any of the aforesaid channels.

If the complaint / grievance is not resolved within a period of one month, the customer may appeal to:-

The Officer-in-Charge  
Department of Non-Banking Supervision  
Reserve Bank of India  
3rd Floor, Garment House,  
Dr. Annie Besant Road, Worli  
Mumbai - 400 018

Phone : +91 22 2218 9131

This Code is effective from October 14, 2006 and has been amended / modified from time to time in the light of the Circulars, Directions, etc issued by the Reserve Bank of India and the practices followed by the Company. The Company shall provide for periodical review of the compliance of this Fair Practice Code and the functioning of the grievance redressal mechanism at various levels of management.