



1. Introduction:

As per RBI guidelines NBFCs are required to put in place and implement Fair Practice Code ("FPC") based on the prescribed minimum standards. The FPC so framed and approved by the Board of Directors should be published and disseminated on the web-site of the company, if any, for the information of the public. The Company's Board of Directors and the management team are responsible for implementing the fair practices hereinafter detailed. The Board of Directors will also have a periodical review of the compliance of the Fair Practices Code and the functioning of the grievances redressal mechanism at various levels of management.

SIHL Fincap Limited (the "Company") is a Company incorporated under the Companies Act, 1956. The Company has been incorporated for the purposes of inter-alia carrying on activities of providing financing facility to its clients for investing in securities, commodities, Initial Public Offer (IPO), Public Offers (POs), Mutual fund NFOs etc. as may be permitted to be carried out by an NBFC from time to time.

The Board of Directors of the Company has approved the Fair Practices Code as required in terms of Reserve Bank of India Circulars No. RBI / 2006-07 / 138 dated 28TH September 2006, RBI / 2007- 08 / 158 DNBS.PD / CC.No. / 03.10.042 / 2007-08 dated 10TH October, 2007 and RBI / 2011-12 / 470 DNBS.PD / CC.No.266. / 03.10.01/2011-12 dated 26TH March,2012 and RBI/2012-13/416 DNBS.CC.PD.No.320/03.10.01/2012-13 dated February 18, 2013 to be followed in all dealings with the borrowers of the Company. The FPC will be applicable to all the offices of the company including the Head Office and its Branches. The FPC shall be binding on all the employees and officers of the company.

2. Objective:

The objective of implementation of the FPC is to:

- (a) Adopt the best practice in dealing with customers.
- (b) Set challenging benchmark and strive to achieve high operating standards for ensuring customer satisfaction.
- (c) Follow transparent, fair, ethical and legally tenable practice while conducting business.
- (d) Provide all necessary information and inputs to existing as well prospective customers and to promote a mutually beneficial long term relationship.
- (e) Facilitate a continuously growing base of satisfied customers while scrupulously avoiding acquisition of customers having doubtful credentials or criminal background.

3. Non Discrimination Policy:

SIHL will not discriminate between its customers on the basis of gender, physical ability, race or religion.

4. Applications for loans and their processing:

- a) All relevant information pertaining to the loan will be made available in the relevant loan application forms/ agreements. This will include information on the loan, its terms i.e. rate of interest, period of loan, security documents and the documents that are required to be submitted for the loan.
- b) Receipt of completed application forms will be duly acknowledged by us and will also indicate the approximate time frame (maximum 90 days) within which the client can expect to hear from THE COMPANY regarding his/her loan application.



5. Loan appraisal and terms and conditions:

- a) All loan applications will be assessed in accordance with THE COMPANY'S internal credit appraisal process.
- b) Upon approval of the loan a sanction letter/loan agreement indicating the amount of loan sanctioned, the applicable interest rate including method of calculation, along with other terms and conditions will be conveyed in writing in the language as understood by the borrower (English or Vernacular language).
- c) The Company will mention the penal interest charged for the late payment in bold in the loan agreement. A suitable provision in this regard shall be incorporated in the loan agreement.
- d) After the execution of the loan agreement, all the borrowers will be furnished a copy of the loan agreement along with a copy each of all enclosures quoted in the loan agreement.

6. Disbursement of loans including changes in terms and conditions :

- a) Any changes in the terms and conditions, adverse to the borrower, including interest rates, service charges, prepayment charges etc. shall be informed to the client in writing in the language as understood by the borrower (English or Vernacular language).
- b) Changes in interest rates and other charges, adverse to the borrower, shall be with prospective effect only.
- c) Decision to recall any loan shall be done in accordance with the terms and conditions of the loan agreement.
- d) All collateral securities shall be released as per the request of the borrower, after the full repayment of the loan and all other charges in connection with the loan in terms of the loan agreement is complete and subject to exercise of any right of set off, for which a notice shall be given to the borrower with full details.

7. Customer Protection:

We will treat our entire customer's personal information as private and confidential and will not reveal details of customer's dealings with us to a third party, except as provided herein and in the following exceptional cases:

- a) If we have to give the information by law.
- b) If there is a duty towards the public to reveal the information.

8. General Provisions:

- a) The Company shall refrain from interference with the business of the borrowers except under the terms and conditions of the loan agreement (unless new information, not disclosed earlier, by the borrower has come to the notice of The Company).
- b) Where the borrower insists on transferring the loan, the consent or otherwise the objection if any, would be conveyed within 21 days from the date of receipt of such request of the borrower.
- c) For recovery of loan, The Company shall follow procedures as laid down in the internal guidelines and provisions and would remain within the legal framework.
- d) We will ensure that the staff is adequately trained to deal with the customers in appropriate manner.



9. Grievance Redressal :

- a) In case of any complaint/grievance, the borrowers may contact through any of the following channels :

Name of Official	Contact No.	Email Id
Mr. Rajesh R. Punjabi	079 - 30025325	helpdesk@sihl.in

- b) All grievances shall be heard and disposed of by a person at least one level higher to the person / designation against / relating to whom the grievance is made. After examining the matter, it will be our endeavor to provide the borrower/applicant with our final or other response, within a period of four (4) weeks from receipt of such complaint / grievance. If the Customer does not receive any response from the company within 4 weeks or is dissatisfied with the response received, he/she may approach the Reserve Bank of India at the following address :

General Manager

Reserve Bank of India, Department of Non-Banking Supervision

1st Floor, Main Office Building, Nr. Gandhi Bridge, Ahmedabad – 380 014

Tele: (079) 27545652, 27540581 Fax: 27541412 Email: dnbsahmedabad@rbi.org.in

- c) The designated officer shall periodically review the implementation and compliance with this code including the redressal of grievances periodically and in case at least once every quarter A report to this effect shall be provided by the designated officer for perusal of the Board.

10. Interest Charges:

- a) To ensure that the customers are not charged excessive rate of interest rate and charges on loans and advances by the company, the board of the company has adopted a policy for determining Interest Rates, Processing charges etc. and the same has been put up on company's website.
- b) The Company had laid down appropriate internal principles and procedures in determining interest rates and charges.
- c) The Company has adopted an Interest rate model taking into account relevant factors such as cost of funds, margin , risk premium, etc. and determine the rate of interest to be charged for loans and advances.

11. Repossession:

The Company has a re-possession clause in the loan agreement with the borrower that will be legally enforceable. To ensure transparency following are the terms and conditions in the loan agreement:

- a) Notice period before taking a repossession
- b) Circumstances under which the notice period can be waived
- c) The procedure for taking possession of the security
- d) A provision regarding final chance to be given to the borrower for repayment of the loan before the sale / auction
- e) The procedure for giving repossession to the borrower
- f) The procedure for sale / auction of the property