

NORTHERN ARC CAPITAL LIMITED
(“Northern Arc Capital” or the “Company”)

FAIR PRACTICE CODE

This has reference to Reserve Bank of India's (RBI) DNBS (PD) CC No.80/03.10.042/2005-06 dated September 28, 2006, wherein the Reserve Bank of India had issued Guidelines on Fair Practices Code for NBFCs and Circulars issued by the Reserve Bank of India from time to time relating to fair practices to be adopted by NBFCs. The Guidelines provide a broad framework for Fair Practice standards for the Company to follow when dealing with its customers.

I. Objective of the Code

The Code has been developed with the following objectives:

1. Promote fair practices by setting minimum standards in dealing with customers
2. Increase transparency through requisite disclosures by the Company as may be relevant to the customer and as prescribed by the Reserve Bank of India (RBI) from time to time.
3. Foster customer confidence in the Company

II. Application of the Code

The Code applies to all products offered by the company.

The Company will continue to evaluate multiple products to meet the financing requirements of its customers. The Code will continue to apply to any product that is developed and provided by the Company to its customers.

III. Term Sheet for facilities and their processing

1. At the outset of a transaction, the Company will provide a detailed Term Sheet/ Sanction terms and conditions to the customer in a language understood by the customer, or in the vernacular language. Each Term Sheet will contain:
 - a. Details of the facility, including annualized interest rates including method of application thereof, fees charged and any other costs applicable, prepayment options etc.
 - b. Terms and conditions of sanction, including covenants and conditions that the customer is to follow.
 - c. Necessary information required from the customer, including KYC requirements.
2. The Term Sheet will contain all necessary information required by the customer to meaningfully compare the Company's terms with terms available from other financial institutions, to enable an informed decision.
3. The Company will also indicate, either in the term sheet, or through a separate communication, the time frame within which the transaction is expected to be completed.
4. The Company will indicate in the Term Sheet that the terms provided herein are subject to internal credit, legal and compliance requirements.
5. The Company will analyse / verify the information provided by the customer within a reasonable period of time. If additional details / documents are required, the Company will intimate the customers at the earliest.

IV. Loan appraisal and terms / conditions

1. The Company will ensure that there is proper assessment of each credit application. The assessment will be in line with the Company's credit and investment policies and procedures.
2. If the credit assessment meets all necessary internal credit, legal and compliance requirements and is duly approved, the Company will convey, in writing, the final terms of sanction to the customer through a Term Sheet. The Term Sheet will contain the amount of loan sanctioned along with the terms and conditions including annualised rate of interest.
3. The Company will obtain an acceptance of the terms and conditions from the customer, as understood by the customer, or in the vernacular language, and keep the said acceptance on its record.
4. A copy of the facility agreement / documentation, along with a copy each of all enclosures quoted in the loan agreement will be furnished to the customer at the time of sanction/ disbursement of loans. Penal interest charged in case of late repayment shall be highlighted in bold in the loan agreement.

V. Disbursement of loans

1. The Company will ensure timely disbursement of loans in conformity with the terms and conditions governing such loans as communicated to the customer.
2. It will give notice of any change in the terms and conditions including disbursement schedule, interest rates, service charges, prepayment charges etc., in a language understood by the customer, or in the vernacular language.
3. It will also ensure that changes in interest rates and charges are effected only prospectively.

VI. Post disbursement supervision

1. The Company will carry out post-disbursement supervision in accordance with normal business practice, either directly or through its authorised agents (subject to compliance of RBI's directions on Directions on Managing Risks and Code of Conduct in Outsourcing of Financial Services by NBFCs as amended from time to time) the signed facility documentation / Term Sheet, and the guidelines issued by the Reserve Bank of India from time to time.
2. The Company, either directly or through its authorised agent(s), will carry out any decision to recall / accelerate payment or performance under the agreement only after giving sufficient notice and in consonance with the facility documentation.
3. The Company, either directly or through its authorised agent(s), will release all securities on repayment of all dues or on realisation of the outstanding amount of any loan, subject to any legitimate right or lien for any other claim the Company may have against the customer, with prior notice to the customers. 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. The notice will provide full particulars about the remaining claims and the provisions under which the Company is entitled to retain the securities till the relevant claim is settled / paid.

VII. General

1. The Company would not cause interference in the day-to-day affairs of the customer except as provided in the terms and conditions of the facility documentation (i.e. unless new information not earlier disclosed by the customer, or the occurrence of a materially adverse event, has come to the notice of the Company).
2. The Company will not discriminate on grounds of sex, caste and religion in the matter of dealing with its customers. However, this does not preclude the Company from participating in credit-linked schemes framed for weaker sections of the society.
3. The Company shall not charge prepayment penalty on floating rate interest loans sanctioned to individual customers.
4. In the matter of recovery of loans, the Company will adopt legally valid processes and not resort to undue harassment or use of force viz. persistently bothering the borrowers at odd hours, use of muscle power for recovery of loans, etc. The company undertakes that its staff will be adequately trained to deal with the customers in an appropriate manner.
5. In case of receipt of request for transfer of borrowal account, either from the borrower or from a bank/financial institution that proposes to take over the account, the consent or otherwise from the Company would be conveyed within 21 days from the date of receipt of request.

VIII. Grievance Redressal Mechanism:

1. The Company will designate an official ("Complaint Redressal Official") to maintain a record of customer complaints. If a complaint is received in writing from a customer, the Complaint Redressal Official will take the complaint on record and maintain the same in a database.
2. The Complaint Redressal Official will endeavour to sort out the matter within fifteen days of receipt of a complaint.
3. In case the complaint requires more time the same will be informed to the customer. The customer would be updated at regular intervals regarding the status of the same by the Complaint Redressal Official.
4. The internal grievance redressal mechanism within the organization will ensure that complaints arising out of the action / misconduct by any functionary within the Company will be referred by the Complaint Redressal Official for developing solutions and disposal of the complaint
5. The Complaint Redressal Official appointed by the Company is Ms Bama Balakrishnan –Chief Financial Officer, Northern Arc Capital.
6. In case of any complaints / grievances the customer may contact the Complaint Grievance Redressal Official at:

Name: Smt. Bama Balakrishnan,

Designation: Chief Financial Officer,

Address: IIT M Research Park, Phase 1, 10th Floor,

No. 1, Kanagam Village,

Taramani, Chennai – 600113

Phone No: 044-66687364 **Fax No:** 66687010

Mobile: 9840342055

Email ID: bama.balakrishnan@northernarc.com

In case the complaint/ dispute is not redressed within a period of one month of the complaint, the customer may appeal to the Officer-in Charge of the Regional Office of DNBS of RBI:

Designation: General Manager

Address: Department of Non-Banking Supervision,

Reserve Bank of India, Fort Glacis,

Rajaji Salai, Chennai – 600 001

Phone No: 044-25393406 Fax No: 044-25393797

Email ID: dnbschennai@rbi.org.in

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

IX. Nodal Officer under the Ombudsman Scheme for NBFCs, 2018:

The Company hereby also designates Smt. Bama Balakrishnan, Chief Financial Officer as the Principal Nodal Officer (PNO) for all its locations for receiving and addressing complaints from customers in a fair and expeditious manner. The PNO/NO shall be responsible, inter alia, for representing the Company before the Ombudsman and the Appellate Authority under the Ombudsman Scheme for Non-Banking Financial Companies, 2018 ("Scheme"). The salient features of the Scheme are annexed to this Code as Annexure A.

IX. Review

A review of compliance of the Fair Practices Code and the functioning of the grievance redressal mechanism would be done by the Management regularly and a consolidated report of such reviews will be submitted to the Board of Directors on a half-yearly basis. An updated copy of this code shall be put up on the Company's website. A consolidated Report on the compliance of the Fair Practices Code shall be presented to the Board of Directors periodically. The Board of Directors of the Company shall conduct a review of the same.

Interest Rate Model

Policy on Interest Rate Model, Policies and Procedure on determining Interest Rates and other charges

The Reserve Bank of India had advised that Boards of NBFCs should lay out appropriate internal principles and procedures in determining interest rates, processing and other charges. This was considered in view of the several complaints RBI received regarding levying of excessive interest and charges on certain loans by NBFCs. While reiterating these guidelines RBI further advised the NBFCs to adopt appropriate interest rate model taking into account relevant factors and to disclose the rate of interest, gradations of risk and rationale for charging different rates of interest.

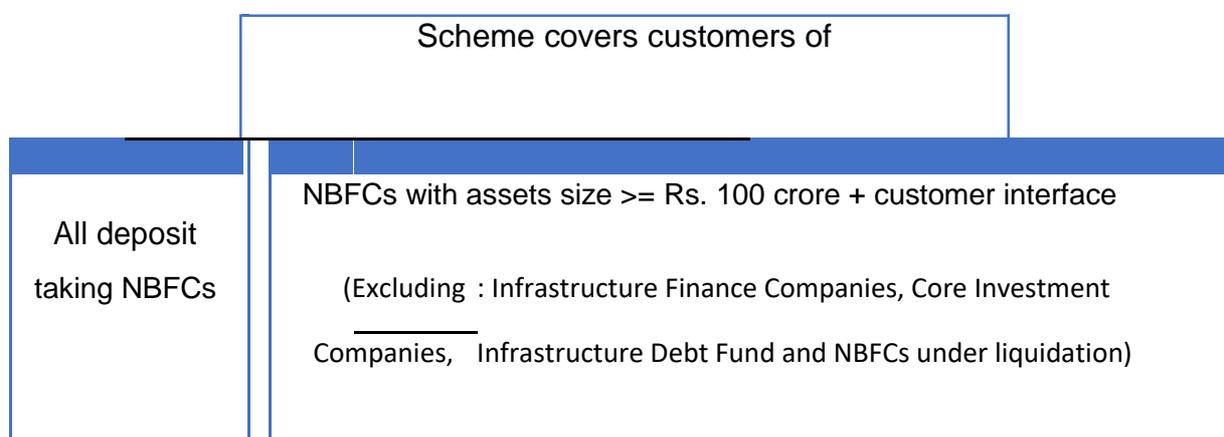
Keeping in view the RBI's guidelines as cited above and our borrowers being institutional borrowers the following internal guidelines, policies, procedures, and interest rate model will be taken into account when determining interest rates or other charges:

- The interest rates applicable to loans will be approved by the Credit Committee, from time to time.
- These rates will be based on the cost of borrowed funds, matching tenor cost, market liquidity, RBI policies on credit flow, offerings by competition, market reputation, cost of disbursements, cost of capital required, inherent credit and default risk in the products and the profile of the customers, industry trends, ancillary business opportunities, future potential, group strength, overall customer yield, nature and value of primary and collateral securities, past repayment track record of the customers, external ratings of the customers etc. The rate of interest may be different for different customers depending upon an evaluation of the factors listed out in the [Underwriting Guidelines](#)
- Interest rates will be intimated to the customers at the time of sanction of the loan and the interest and principal repayment schedule will be made available to the customer.
- The interest shall be deemed payable immediately on the due date as communicated and no grace period for payment of interest is allowed.
- Besides normal interest, the company may levy additional interest for ad hoc facilities, penal interest for any delay or default in making payments of any dues. This additional or penal interest for different products or facilities will be approved by the Credit Committee.
- Besides interest, other financial charges like processing fees, late payments, RTGS/ other remittance charges, etc. may be levied by the company under due communication to the customer, wherever considered necessary. Any revision in these charges would be with prospective effect.
- Claims for refund or waiver of charges/ penal interest / additional interest will normally not be entertained by the company and it is the sole discretion of the company to deal with such requests if any.
- Prepayment penalty shall not be charged on floating rate interest loans sanctioned to individual customers.
- The interest re-set period will be decided by the company from time to time and communicated to the customer.
- The interest rate policy will be available on the website and updated from time to time.

Annexure A

Ombudsman Scheme for Non-Banking Financial Companies, 2018:

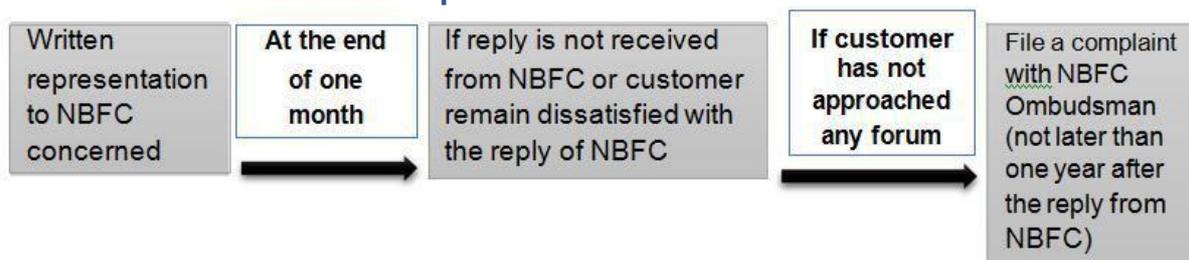
Salient Features



Grounds for filing a complaint by a customer:

- Interest not paid OR paid with delay
- Cheque not presented OR done with delay
- Not conveyed the amount of loan sanctioned, terms & conditions, annualised rate of interest, etc.
- Notice not provided for changes in agreement, levy of charges
- Failure to ensure transparency in contract/loan agreement
- Failure/ Delay in releasing securities/ documents
- Failure to provide legally enforceable built-in repossession in contract/ loan agreement
- RBI directives not followed by NBFC
- Guidelines on Fair Practices Code not followed

How can a customer file complaint?



How does Ombudsman take decision?

- Proceedings before Ombudsman are summary in nature
- Promotes settlement through conciliation → If not reached, can issue Award/Order

Can a customer appeal, if not satisfied with decision of Ombudsman?

Yes, If Ombudsman's decision is appealable → Appellate Authority: Deputy Governor, RBI

Note:

- This is an Alternate Dispute Resolution mechanism
- Customer is at liberty to approach any other court/forum/authority for the redressal at any stage

Refer to www.rbi.org.in for further details of the Scheme