

ENBEE TRADE AND FINANCE LIMITED

FAIR PRACTICE CODE

1. Introduction

Enbee Trade And Finance Limited, a Non-Banking Finance Company registered with Reserve Bank of India ("RBI") is presently in the business of Trading and dealing in components and accessories of motor vehicles and financing industries and other companies, grant loans by mortgage of immovable properties, etc. The Company does not have any subsidiary.

Enbee Trade And Finance Limited ("the Company") has framed and adopted the revised Fair Practices Code (FPC) vide RBI circular no. DNBS (PD) CC No.340/03.10.042/2013-14; when dealing with customers. As per the RBI directives, we have adopted and will implement this Code in our organization which has been duly approved by Board of Directors of the Company. This Fair Practices Code applies to the all categories of products and services offered by the Company (currently offered or which may be introduced at a future date).

2. Guidelines on Fair Practices Code for NBFCs

A (i) Applications for loans and their processing

- a) All communications to the borrower shall be in the vernacular language or a language as understood by the borrower.
- b) The Loan application forms of the Company will include necessary information which affects the interest of the borrower, so that a meaningful comparison with the terms and conditions offered by other NBFCs can be made and informed decision can be taken by the borrower. The loan application form will indicate the documents required to be submitted with the application form.
- c) The Company will have a system of giving acknowledgement for receipt of all loan applications. The time frame within which loan applications will be disposed of will be indicated in the acknowledgement.

(ii) Loan appraisal and terms/conditions

The Company will convey in writing to the borrower in the vernacular language or a language as understood by the borrower by means of sanction letter or otherwise, the amount of loan sanctioned along with the terms and conditions including annualised rate of interest and method of application thereof and keep the acceptance of these terms and conditions by the borrower on its record. The Company will mention the penal interest charged for late repayment in bold in the loan agreement.

The Company will furnish a copy of the loan agreement preferably in the vernacular language as understood by the borrower 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.

(iii) Disbursement of loans including changes in terms and conditions

a) The Company will give notice to the borrower in the vernacular language or a language as understood by the borrower of any change in the terms and conditions including disbursement schedule, interest rates, service charges, prepayment charges etc. The Company should also ensure that changes in interest rates and charges are effected only prospectively. A suitable condition in this regard should be incorporated in the loan agreement.

b) Decision to recall / accelerate payment or performance under the agreement will be in consonance with the loan agreement.

c) The Company will 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 will 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.

iv) General

a) The Company will 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).

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, will 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) In the matter of recovery of loans, the Company will not resort to undue harassment viz. persistently bothering the borrowers at odd hours, use of muscle power for recovery of loans, etc. To avoid rude behavior from the staff of the Company, the Company shall ensure that the staffs are adequately trained to deal with the customers in an appropriate manner.

Further Assistance

v) A grievance redressal mechanism within the organisation comprising Business Heads, Heads of Risk and Collections and Heads of Operations has been set up to resolve disputes arising in this regard. This Forum will ensure that all the disputes arising out of the decisions the Company's functionaries are heard and disposed of at least at the next higher level. There will be a periodical review of the compliance of the Fair Practices Code and the functioning of the grievances redressal mechanism at various levels of management. A consolidated report of such reviews will be submitted to the Board at regular intervals.

vi) The following information shall be displayed prominently, for the benefit of the customers, at all branches / places of the Company where business is transacted:

the name and contact details (Telephone / Mobile nos. as also email address) of the Grievance Redressal Officer who can be approached for resolution of complaints against the Company.

If the complaint / dispute is 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 (complete contact details), under whose Jurisdiction the registered office of the Company falls.

The public notice should serve the purpose of highlighting to the customers, the grievance redressal mechanism followed by the Company, together with details of the Grievance Redressal Officer and of the Regional Office of the RBI.

vii) Fair Practices Code, preferably in the vernacular language or a language as understood by the borrower should be put up on the web-site of the Company for the information of various stakeholders.

viii) Regulation of rate of interest

(a) The Board of Directors has adopted an interest rate model for determining the rate of interest to be charged on loans and advances, processing and other charges taking into account relevant factors such as, cost of funds, margin and risk premium, etc. 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 rates of interest and the approach for gradation of risks shall also be made available on the web-site of the companies. 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 rates so that the borrower is aware of the exact rates that would be charged to the account.

ix) Complaints about excessive interest charged by NBFCs

The Board has laid down appropriate internal principles and procedures in determining interest rates and processing and other charges.

x) Repossession of vehicles financed

The Company should include a built in re-possession clause in the loan agreement with the borrower which must be legally enforceable. To ensure transparency, the terms and conditions of the loan agreement should also contain provisions regarding:

a) Notice period before taking possession;

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 loan before the sale / auction of the property
- e) the procedure for giving repossession to the borrower and
- f) the procedure for sale / auction of the property. A copy of such terms and conditions must be made available to the borrowers.
