

---

# **SUPREME HOUSING FINANCE LIMITED**

## **FAIR PRACTICES CODE**

**Version 1.1**

**w.e.f. 17<sup>th</sup> November 2020**

### **1. Introduction**

This Fair Practice Code has been formulated by Supreme Housing Finance Limited (henceforth referred as "SHFL") pursuant to the Guidelines issued by the National Housing Bank on Fair Practices Code for Housing Finance Companies vide its Master Circular bearing No. NHB(ND)/DRS/REG/MC-03/2015 dated September 9, 2015.

The Fair Practices Code, as mentioned herein below, is in conformity with these Guidelines on Fair Practices Code for HFCs as contained in the aforesaid NHB Circular. This sets minimum standards for the Company to follow when dealing with customers. It provides information to customers and explains how the Company is expected to deal with them on a day to day basis.

### **2. Objectives of the Code**

- To promote good and fair practices by setting minimum standards in dealing with customers;
- To increase transparency so that customers can have a better understanding of what they can reasonably expect of the services;
- To encourage market forces, through competition, to achieve higher operating standards;
- To promote a fair and cordial relationship between customers and SHFL;
- To foster confidence in housing finance system.

### **3. Application of Code**

This Code applies to all the products and services offered by SHFL, whether they are provided across the counter, over the phone, by post, through interactive electronic devices, on the internet or by any other method. The code is applicable under normal operating environment except in the event of any force majeure.

### **4. Commitments**

- SHFL shall adhere to this code to act fairly and reasonably in all dealings, on the ethical principles of integrity and transparency, to meet the standard practices prevalent in the housing finance industry.
- SHFL shall ensure that its products and services meet relevant laws and regulations in letter and spirit.
- SHFL would provide clear information, without any ambiguity, to the customer in understanding products and services together with its terms and conditions including interest and service charges.

### **5. Benefits available to customer**

- SHFL will deal quickly in correcting mistakes, if any, and attend to customer's complaints in light of the objectives of this code;

- SHFL shall not discriminate between customers on the basis of age, race, caste, gender, marital status, religion or disability. Further, SHFL shall also not discriminate visually impaired or physically challenged applicants on the ground of disability in extending products, services, facilities, etc. However, this does not preclude SHFL from instituting or participating in schemes framed for different sections of the society. The restrictions if any, as mentioned in the loan products, shall continue to apply.
- SHFL will ensure that all information about fees/charges that is payable for processing the loan application, the amount of fees refundable if loan amount is not sanctioned/disbursed, pre-payment options and charges, if any, penalty for delayed repayment, if any, conversion charges for switching loan from fixed to floating rates or vice-versa, existence of any interest reset clause and all such matters that affect the interest of the borrower are disclosed to him/her. Such fees/charges shall be non-discriminatory.

#### **6. Advertising, Marketing and Sales**

- SHFL will ensure that all advertising and promotional material is clear, and not misleading.
- In any advertising in any media and promotional literature that draws attention to service or product and includes a reference to the interest rate, SHFL would also indicate whether other fees and charges will apply and that full details of the relevant terms and conditions are available on request.
- SHFL would provide information on interest rates, common fees and charges through:
  1. putting up notices in branches
  2. through telephones or help lines
  3. through designated staff/help desk
  4. providing service guide/tariff schedule.
  5. its website
- SHFL shall ensure that third parties whose services may be availed for providing support services shall handle customer's personal information with the same degree of confidentiality and security as handled by us.
- SHFL from time to time will communicate to the customers various features of the products availed from us. Also, information about our other products offerings or promotional offers will be conveyed to the customer if they have given their consent to receive such information or service to SHFL.
- SHFL shall prescribe a code of conduct for Direct Selling Agencies (DSAs) whose services it may avail to market our products/ services which amongst other matters requires them to identify themselves when they approach the customer for selling our products personally, through phone or through any other electronic media.
- In the event of receipt of any complaint from customers that our representative/ courier or DSA has engaged in any improper conduct or acted in violation of this Code, SHFL will take appropriate steps to investigate and for making good the loss incurred on the basis of the said investigator.

#### **7. Loans**

##### **A) Application for loans and their processing**

- SHFL shall make available and disclose all necessary information in Application Form which affects the interest of the borrower, so that a meaningful comparison with the terms and conditions offered by other HFCs can be made and informed decision can be taken by the borrower.
- The Application Form/ appropriate documents of SHFL may also indicate the list of documents required to be submitted by the Borrowers along with the Application form.
- SHFL shall give an acknowledgement for receipt of all Applications to its Borrower for availing loans with disposal time frame indication.

**B) Loan appraisal and terms and conditions**

- Normally all particulars required for processing the loan application will be collected by us at the time of application. However, in case we need any additional information we will contact the customers immediately.
- We will convey the customer in writing by means of sanction letter or otherwise, the amount of loan sanctioned along with all terms and conditions including annualized rate of interest, method of application, EMI Structure, prepayment charges and keep the written acceptance of these terms and conditions by the borrower on its record.
- We will invariably furnish a copy of the loan agreement along with a copy each of all enclosures quoted in the loan agreement to every borrower at the time of sanction / disbursement of loans.

**C) Communication of rejection of loan application**

SHFL shall communicate in writing to the customer whose application has been rejected containing the reasons for rejection.

**D) Disbursement of loans including changes in terms and conditions**

- SHFL shall make disbursement in accordance with the disbursement request made by customers as per their requirements subject to terms and conditions mentioned in the Sanction Letter / Loan Agreement.
- We would give our customers the notice of any change in the terms and conditions including disbursement schedule, interest rates, service charges, prepayment charges, other applicable fee/ charges etc. We would also ensure that changes in interest rates and charges are effected only prospectively. A suitable condition in this regard will be incorporated in the Loan Agreement.
- If such change is to the disadvantage of the customers, they may within 60 days and without notice close their account or switch it without having to pay any extra charges or interest.
- Decision to recall / accelerate payment or performance under the loan agreement or seeking additional securities, would be in consonance with the loan agreement.
- SHFL shall release all securities on repayment of all due or on realisation of the outstanding amount of loan subject to any legitimate right or lien for any other claim SHFL may have against customers. If such right of set off is to be exercised, the customers/borrowers will be given notice about the same with full particulars about the remaining claims and the conditions under which SHFL is entitled to retain the securities till the relevant claim is settled / paid.

**8. Guarantors**

When one is considering being a guarantor to a loan, SHFL will inform them about:

- liability as guarantor;
- the amount of liability that one will be committing to SHFL;
- circumstances in which SHFL will call on guarantors to pay up their liabilities;
- whether SHFL has recourse to their other monies in the company if they fail to pay up as a guarantor;
- whether their liabilities as a guarantor are limited to a specific quantum or are they unlimited;
- time and circumstances in which their liabilities as guarantors will be discharged and the manner in which SHFL will inform them about the same; and
- In case the guarantor refuses to comply with the demand made by the creditor / lender, despite having sufficient means to make payment of the dues, such guarantor would also be treated as a wilful defaulter.

SHFL will keep them informed of any material adverse change in the known financial position of the borrower to whom they stand as a guarantor.

#### **9. Privacy and Confidentiality**

SHFL will treat all personal information of the customers as private and confidential [even when the customer is no longer a customer of SHFL], and will be guided by the following principles and policies. SHFL will not reveal information or data relating to customer's accounts, whether provided by customer or otherwise, to anyone, including other companies/ entities in our group, other than in the following exceptional cases:

- If we have to give the information by law;
- If there is a duty towards the public to reveal the information;
- If our interests require us to give the information (for example, to prevent fraud) but we will not use this as a reason for giving information about customer or customer accounts (including name and address) to anyone else, including other companies in our group for marketing purposes;
- If customer asks us to reveal the information, or with the customer's permission;
- If we are asked to give a reference about customer, we will need customer's consent before we give it;
- Customer will be informed about the extent of the rights under the existing legal framework for accessing the personal records that SHFL holds about the customer
- We will not use customer's personal information for marketing purposes unless customer provides consent for the same.

#### **10. Credit Reference Agencies**

- When customer opens an account, we will tell when we may pass the account details to credit reference agencies and the checks we may make with them.
- We will give information to credit reference agencies about the personal debts customers owe us if:
  1. The customer has fallen behind with the payments;
  2. The amount owed is not in dispute; and
  3. Customers have not made satisfactory proposal for repaying the debt, following SHFL's formal demand.
- We will give credit reference agencies other information about the day-to-day running of customer's account if customer has given us permission to do so.
- In these cases, we may intimate customer in writing that we plan to give information about the debts customers owe to us to credit reference agencies. At that time we will explain to customers, the role of credit reference agencies and the effect of the information we provide can have on customer's ability to get credit.
- We will provide customers a copy of the information that we have given to the credit reference agencies, or provide their leaflets that explain how credit referencing works, if so demanded.

#### **11. Collection of Dues**

Whenever we give loans, we will explain to customer the repayment process by way of amount, tenure and periodicity of repayment. However if customer does not adhere to repayment schedule, a defined process in accordance with the laws of the land will be followed for recovery of dues. The process will involve reminding customer by sending notices or by making personal visits and/ or repossession of security, if any.

Our collection policy is built on courtesy, fair treatment and persuasion. We believe in fostering customer confidence and long-term relationship. Our staff or any person authorized to represent us in collection of dues or / and security repossession will identify himself / herself and display the authority letter issued by us and upon request display to customer his/ her identity card issued by us or under our authority. We will provide customer with all the information regarding dues and will endeavor to give sufficient notice for payment of dues.

All the members of the staff or any person authorized to represent us in collection or/ and security repossession would follow the guidelines set out below:

- a) Customers would be contacted ordinarily at the place of their choice and in the absence of any specified place, at the place of their residence and if unavailable, at the place of business/occupation.
- b) Identity and authority to represent would be made known to customers at the first instance.
- c) Customer's privacy would be respected.
- d) Professional and formal language will be used in all interactions with the customers.
- e) Decency and decorum to be maintained during visits to customers' place.
- f) Normally, our representatives will contact customers between 0700 hours and 1900 hours, unless the special circumstances of your business or occupation demands otherwise.
- g) Requests to avoid calls at a particular time or at a particular place would be honoured as far as possible.
- h) We will document the efforts made for recovery of dues and the copies of communications sent to you would be kept on record.
- i) All assistance would be given to resolve disputes or differences regarding dues in a mutually acceptable and in an orderly manner.
- j) During visits to customer's place for dues collection, decency and decorum would be maintained
- k) Inappropriate occasions such as bereavement in the family or such other calamitous occasions would be avoided for making calls/visits to collect dues.

## **12. Grievance Redressal Mechanism**

In the present competitive scenario, excellent customer service is an important tool for sustained business growth. Customer complaints are part of the business life in any corporate entity.

At SHFL, customer service and satisfaction are our prime focus. We believe that providing prompt and efficient service is essential not only to attract new customers, but also to retain existing ones.

SHFL provides customers with easy access to information, products and services, as well as the means to get their grievances redressed.

### **Step 1**

In case of any complaint/grievance regarding the loan, the customer may approach Branch Incharge of the business location where he/she had his/her account and make an entry in the Complaint Register maintained at the Branch (During the working hours from 10 am to 5 pm).

On registering the complaint, the customer should obtain complaint number and date for future reference.

Customer may also write / communicate with the concerned location for redressal of the grievance.

We will try to resolve the complaint **within 15 working days of receipt of the same.**

**Step 2**

If the customer is still not satisfied with the resolution he/she receives or the customer does not receive any response for the complaint within 15 working days, the customer may contact our Head Office. The customer can:

- send an email to [customercare@supremehomeloans.com](mailto:customercare@supremehomeloans.com), or
- call us at +91-11-28753332 between 10 am – 5 pm from Monday to Saturday. (Except Public Holidays),or
- write to us at:

Customer Care Department,  
Supreme Housing Finance Limited  
3rd Floor, RD Chambers, 16/11,  
Arya Samaj Road, Karol Bagh,  
New Delhi- 110005 (INDIA)

We assure you that the complaint will be looked into at the earliest.

**Step 3**

If the complaint still remains unresolved for 30 days, the customer may directly approach the regulatory authority of Housing Finance Companies, National Housing Bank('NHB') for redressal of the complaint at below address:

National Housing Bank  
Department of Regulation and Supervision  
(Complaint Redressal Cell)  
4th Floor, Core 5-A, India Habitat Centre,  
Lodhi Road, New Delhi 110 003

The customer can also approach the Complaint Redressal Cell of NHB by lodging the complaint at the link <https://grids.nhbonline.org.in> or in offline mode by post or in the prescribed format available at NHB site.

**13. General**

- SHFL shall verify the details stated by the customer in his/her loan application form by telephonic verification or through field investigation at his/her residence, and/or business address and/ or physically visiting his/her residence and or business address through its staff or agencies appointed for this purpose, if deemed necessary.
- The customers shall be informed to co-operate, if SHFL needs to investigate a transaction, on customers account and with the police/other investigative agencies, if SHFL needs to involve them.
- SHFL shall advise the customer that if the customer acts fraudulently, he/she will be responsible for all losses on his/her account and that if the customer acts without reasonable care and this causes losses, the customer may be responsible for the same.
- SHFL shall give information of its products and services in any one or more of the following languages: English/Hindi or the appropriate local language.

- SHFL shall not discriminate on grounds of gender, caste and religion in the matter of lending. However, this does not preclude SHFL from instituting or participating in schemes framed for different sections of the society.
- SHFL shall process the request for transfer of loan account, either from the borrower or from a bank/ financial institution, in the normal course.
- The Board of Directors of SHFL should provide for 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 may be submitted to the Board at regular intervals, as may be prescribed by it.

**To publicize the code, SHFL shall**

- Provide the existing and new customers with a copy of the code.
- Make available this code on request either over the counter or by electronic communication or mail.
- Make available this code at every branch and on the website.
- Ensure that its staff is trained to provide relevant information about the code and to put the code into practice.