

LENDINGKART FINANCE LIMITED

Fair Practices Code

Policy Title	Policy Name
Policy Owner	Customer Service team
Original Issue Date	May 14, 2015
Revision Date	March 14, 2024
Effective Date of revision	March 14, 2024
Next Review Date	March 14, 2025
Policy Version	13
Functional aspects checked by External consultant	Yes / No
Board Approved	Yes
Regulatory Guidelines/ Notifications/ Circulars	Master Direction – Reserve Bank of India (Non-Banking Financial Company – Scale Based Regulation) Directions, 2023

Signing Authority	Designation	Date	Signature
Board Approval			
Board of Directors	Members of the Board	March 14, 2024	
Recommended by			
-	-	-	
Management Approval			
Mr. Harshvardhan Lunia	CEO & MD	-	
Reviewed by			
Mr. Abhishek Singh	Chief Operating Officer	March 12, 2024	
Ms. Mamata Rane	Compliance	March 12, 2024	
Prepared by			
Ms. Ajitha K	Customer Service Team	March 12, 2024	

Contents

Important definitions..... Error! Bookmark not defined.

Purpose4

Objective4

Commitment Error! Bookmark not defined.

Applications for Loans and their processing Error! Bookmark not defined.

Loan Sourced from Digital Lending Platform5

Loan appraisal and terms/conditions6

Disbursement of loans (including changes in terms and conditions)6

Collection of dues6

Other guidelines6

Grievance Redressal Mechanism.....7

Purpose/Key Commitments7

Machinery to handle Customer complaints/ grievances7

Regulation of Excessive Interest charged9

Review of the Code 10

Purpose

The Reserve Bank of India (RBI) has issued guidelines on Fair Practices Code for Non-Banking Financial Companies (NBFCs) thereby setting standards for fair business and corporate practices while dealing with their customers vide Chapter VII of Master Direction – Non-Banking Financial Company – Scale Based Regulation Directions, 2023 (Circular No. RBI / DoR / 2023-24 / 106 DoR. FIN. REC. No. 45 / 03. 10. 119 /2023-24) (as modified, amended, and updated from time to time)

Lendingkart Finance Limited (hereinafter referred as ‘the Company’ or ‘LFL’) is a Non-Banking Financial Company (NBFC) registered with RBI and in terms of aforesaid guidelines entails to adopts the following Fair Practice Code (‘FPC’ or ‘the Code’) to set out the principles for fair practices / standards to be followed by the Company while dealing with its customers. It provides information to Customers and explains how the Company is expected to deal with them on a day-to-day basis.

This Code applies to all Customers including those with any complaints / enquiries as posted on social media / any other media and the Company encourages all customers to reach out to the below platforms as required.

Important definitions

1. **Board:** Shall mean the Board of directors of LFL.
2. **Borrower/Customer:** Shall mean any existing or prospective borrowers/customers of LFL.

Objective

The Code has been developed with an objective of:

- Ensuring fair practices while dealing with Customers so as to promote a fair and cordial relationship with them;
- Greater transparency enabling Customers in having a better understanding of the product and taking informed decisions;
- Building Customer confidence in the Company;
- Follow good, fair and transparent business practices by setting reasonable standards in dealing with customers;
- Encourage market forces, through fair competition, to achieve higher operating standards;
- Recovery and enforcement, where necessary, is conducted following due process of law.
- To ensure compliance of applicable regulations prescribed by RBI relating to fair practices.

Commitment

- LFL shall at all times do its best to act fairly, reasonably and meet the standard practices prevalent in the industry.
- LFL shall abide by all the relevant laws, regulations and meet the ethical principles of integrity and transparency during its interaction with Borrowers.
- While interacting with customers, the Company shall take all steps as may be required to provide clear information either in English or Hindi or the appropriate vernacular language regarding:
 - i. its various products and services;
 - ii. the terms and conditions, the interest rates/service charges;

iii. benefits available to customers and the implications, if any;

iv. contact persons for addressing the queries, if any;

- The Code will be made available on the companies' website.
- LFL shall treat the information relating to Borrowers as strictly confidential and shall not share any information, unless required under law or waived or permitted by the Borrower.
- LFL shall take necessary steps to inform its Borrowers of their right to information regarding their account and the facilities available to them.
- LFL shall inform its Borrowers of all financial information such as rates of interest, charges, method of calculation etc. prior to entering into any transaction.

Applications for Loans and their processing

- LFL mainly offers Business Loans to its customers, in the MSME segment, wherein the Borrower would require assistance as compared to mid-large corporate clients who are well versed and equipped with financial market business.
- LFL in the normal course of business shall endeavor at all times to guide its Borrowers about the process and procedure to be followed for availing a loan.
- The 'Loan Application / appropriate documents' of LFL will include all information that is required to be submitted by the Borrower/affects the interest of the borrower. Necessary information will be provided by LFL to facilitate the Borrower in making a meaningful comparison with similar terms and conditions offered by other Non-Banking Finance Companies (NBFCs) and taking an informed decision based on the aforesaid comparison. Further, the Content of the Agreement is explained to the Borrower in vernacular language or in a language understood by the borrower.
- The 'Loan Application / appropriate documents' of LFL may also indicate the list of documents required to be submitted by the Borrowers along with the Loan application Form.
- Each Loan Application submitted by the Borrower shall be considered independently on merit, upon scrutiny of all the information, documents required for verifying the title of the property, identity of the person, entity and security to be offered, including guarantees, if any.
- LFL shall carry out Borrower's due diligence to ascertain the credit worthiness of Borrower which will be an important parameter in taking decision of the application before sanctioning or rejection of any Loan Application Form.
- LFL has a mechanism of giving an acknowledgement for receipt of Loan Application to its Borrower for availing loans. LFL would inform the Borrower about its decision within a reasonable period of time from the date of receipt of all the required information in full.
- All communications to the borrower shall be in the vernacular language or a language as understood by the borrower.

Loan Sourced from Digital Lending Platform

- Names of digital lending platforms engaged as sourcing agents (referred to as agents, hereinafter) shall be disclosed on the website of LFL.
- Digital lending platforms engaged as agents shall be directed to disclose upfront to the customer, LFL's name and LFL will disclose the agents name on whose behalf they are interacting with him.
- Immediately after sanction but before execution of the loan agreement, the sanction letter shall be issued to the borrower on the letter head.
- A copy of the loan agreement along with a copy of each of all enclosures quoted in the loan agreement

shall be furnished to all borrowers at the time of sanction/ disbursement of loans.

- Effective oversight and monitoring shall be ensured over the digital lending platforms engaged by LFL.
- Adequate efforts shall be made towards creation of awareness about the grievance redressal mechanism.

Loan appraisal and terms/conditions

- LFL shall convey in writing to the Borrower in the vernacular language as understood by the borrower by way of a sanction letter or otherwise, the amount of limit sanctioned along with all the terms and conditions including the annualized rate of discount/ interest and method of application thereof and keep the acceptance of these terms and conditions by the borrower on LFL's record.
- Any clause relating to penal interest charged for late repayment will be specified in bold in the loan agreement.
- LFL shall furnish a copy of the loan agreement as understood by the borrower along with a copy of each of all enclosures quoted in the loan agreement to all the borrowers at the time of sanction/disbursement of loan.

Disbursement of loans (including changes in terms and conditions)

- Through its published website or as appropriate, if specific to a customer, LFL will give notice to its Borrower(s), in vernacular language or a language as understood by the borrower of any change in the terms and conditions of the sanction, including but not limited to disbursement schedule, interest rates, service charges, prepayment charges, etc. LFL will also ensure that changes in discount/ interest rates and charges are effected only prospectively. A suitable condition in this regard shall be incorporated in the loan agreement.
- LFL's decision to recall/ accelerate payment or performance under an agreement will be in consonance with the respective loan agreement.

Collection of dues

- LFL shall provide the Customers with all the information regarding their dues and provide reasonable time for payment of the same.
- LFL shall release all securities on repayment of all dues or on realization of the outstanding amount of loan subject to any legitimate right or lien for any other claim they may have against the Borrower. 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 LFL is entitled to retain the securities till the relevant claim is settled/ paid.
- LFL shall, while protecting its interest adopt reasonable and lawful measures to recover its dues from defaulting Borrowers.
- LFL shall ensure that the staff is adequately trained to deal with the Customers in an appropriate manner.

Other guidelines

- LFL will refrain from interference in the affairs of its Borrower except for the purposes provided in the terms and conditions of the respective loan agreement (unless new information, not earlier disclosed by the Borrower, which may come to the notice of LFL).
- In case of receipt of request from the Borrower for transfer of borrowal account, the consent or otherwise i.e. objection of LFL, if any, is generally conveyed to such Borrower within 21 days from the date of receipt of the Borrower's request. Such transfer will be as per transparent contractual terms in consonance with all the applicable laws.

- In the matter of recovery of outstanding dues of its Borrower, LFL does not resort to undue harassment viz. persistently bothering the Borrowers at odd hours, use of muscle power for recovery of loans/dues, etc. Training will be imparted to ensure that staff is adequately trained to deal with customers in an appropriate manner.
- LFL does not charge any foreclosure charges/ pre-payment penalties on floating rate term loans, sanctioned for the purposes other than business to individual Borrowers with or without co-obligant(s).
- The company shall have a system in place to resolve the disputes arising out of the decisions of the functionaries of the company wherein such complains shall be heard and disposed by an official one level above the said functionaries of the company.

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 LFL, 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. LFL has come up with a lot of initiatives that are oriented towards providing a better Customer experience and an efficient grievance redressal mechanism with a view to providing enhanced experience to our customers.

In order to make LFL's redressal mechanism more meaningful and effective, a structured system has been built. This system would ensure that the redressal sought is just and fair and is within the given framework of rules and regulation.

Purpose/Key Commitments

LFL's key commitments towards its customers are:

- To ensure fair treatment of all Customers;
- To resolve grievances and complaints in a timely manner;
- To take time to fully understand the Customers' questions and to respond in the most helpful way possible;
- To educate Customers about the redressal mechanism and the designated official to be contacted for resolving issues/ complaints.

Importantly, LFL takes the privacy and dignity of our customers very seriously and treats its Customers fairly and in a courteous manner at all times.

Machinery to handle Customer complaints/ grievances.

Customers who wish to provide feedback or send in their complaint may use the following channels **between 10:00 am and 7:00 pm, on Monday to Friday (except on national holidays)**.

- 1) Internal Machinery to handle the customer complaints
 - i) Call our Customer Service Helpline on 1800 5720 202 (Toll free) (10:00 am to 7:00 pm – Monday to Friday, except on national holidays)
 - ii) Email us at care@lendingkart.com
 - iii) Write to us at the mentioned address: **Lendingkart Finance Limited, Westgate Business Way, Block A, Second Floor Makarba SG Highway, Near TATA Croma, Ahmedabad 380051.**
- 2) In case the complaint is not resolved within the given time or if he/she is not satisfied with the solution provided by LFL, the customer can approach the Grievance Redressal & Nodal Officer Officer:

Name	Ms. Ajitha K
Designation	Senior Director - Customer Service
Contact Number	+91- 6358874622 – 10.30 am to 6.00 pm Monday to Friday except National Holidays
Email ID	grievance.redressal@lendingkart.com

The Grievance redressal officer will be available during office hours to receive the grievance of all customers.

After examining the grievance, the Grievance redressal Officer will send the final response within 30 working days of the receipt of the complaint/ grievance. During this time, Customers can write into us to check on the status of their grievance, and we will endeavor to respond to them as quickly as possible.

Certain types of cases might need additional time due to the nature of the activities involved; for e.g. retrieval of documents. The Company will inform the Customers of such delay and provide expected timelines for resolution of the complaint.

- 3) If the complaint/dispute is not redressed by the Grievance officer within the time frame, the customer may write to the management at

Name	Mr. Abhishek Singh
Designation	Chief Operating Officer
Email ID	COO.escalation@lendingkart.com

- 4) If the complaint/dispute is not redressed within a period of one month (either the complaint of the customer was rejected wholly or partly and the customer is not satisfied or the customer does not receive a reply), the customer may appeal to the Ombudsman or Deputy Ombudsman, in either of the following manner:

1) Complaint made through online mode:

The complaint may be lodged online through the designated portal i.e., <https://cms.rbi.org.in>

2) Complaint made through electronic or physical mode:

The complaint may be made either electronically or physically in the specified format to the Centralized Receipt and Processing, notified by RBI –

Centralised Receipt and Processing Centre (CRPC)
Reserve Bank of India
Central Vista, Sector 17,
Chandigarh – 160 017
Email – crpc@rbi.org.in
Toll Free No. – 14448
(9:30 am to 5:15 pm)

3) Mandatory display requirements

LFL has the following in all our offices and on our website:

- Appropriate arrangement for receiving complaints and suggestions.
- Display of the name, address and contact number of the Grievance Redressal Officer

- Display of name and contact details (Telephone/mobile number and E-mail ID) of Principal Nodal Officer/ Nodal Officers
- Details of the manner of lodging of complaint with the Ombudsman
- Salient features of the Ombudsman Scheme (in English, Hindi and Vernacular languages)

The process of the grievance redressal unit will ensure closure of all complaints to the Customers' satisfaction.

They will ensure that the complaint is escalated to the appropriate levels in case it is not possible to resolve at his/her level. Whilst the ultimate endeavor is to ensure we reach a situation where our Customers don't have to complain to senior management to get an effective redressal, we have put in a robust mechanism to handle these complaints, review them from a point of view of understanding reasons for the complaint and for the escalation and working on prevention of recurrence thereof.

4) Time frame

To register complaints, the Customers may use any of the channels mentioned above (refer point (a) on Internal Machinery to handle the customer complaints). If the complaint has been received in writing, LFL will endeavor to send an acknowledgement / response within a week. Once the matter is examined, LFL endeavors to either send a final response to the Customer or an intimation seeking more time within one month upon receipt of complaint.

Complaints that are received at our end will be seen in the right perspective and will be analysed from all possible angles. The communication of LFL's stand on any issue will be provided to the customers. Complaints that require some time for examination of issues involved will be acknowledged promptly.

Certain types of cases might need additional time due to the nature of the activities involved; for e.g. retrieval of documents. LFL will inform the customers of such delay and provide expected timelines for resolution of the complaint.

The aforesaid Policy will be reviewed periodically / revised as and when there are any new changes incorporated by LFL in handling complaints / grievances of the customer which includes introduction of new grievance channels, if any.

Below are the timeframe on query resolutions

1	Customer approaches for servicing.	T
2	Auto acknowledgment email with ticket number will be sent to the customer	24 hours
3	Based on the customer requirement or concerns the query is tagged as Enquiry / Request / Complaint (ERC).	T+2 days
4	If Service Request (SR) type is Enquiry, same will get closed after resolving the customer query.	T+2 days
5	If SR type is Request/Complaint, same will get assigned to the respective functions for further processing.	T+2 days
6	Request SR will be attended by the respective teams and SR is closed	TAT as per table below
7	Closure communication triggered to the customer's registered email id	Real time on SR closure

Below are the TAT details of the queries:

1	Statement of Accounts	T+5 Days
2	Application Status	T+7 Days

3	Payment Confirmation	T+7 Days
4	Disbursement Queries	T+7 Days
5	EMI Related Queries	T+10 Days
6	Loan Pre-Closure	T+10 Days
7	NOC Letter	T+10 Days
8	CIBIL Related Queries	T+21 Days
9	Other queries	T+15 Days

Regulation of Excessive Interest charged.

The Company has laid down appropriate internal principles and procedures in determining interest rates and processing and other charges. The rate of interest to be charged depends much upon the gradation of the risk of borrower viz. the financial strength, business, regulatory environment affecting the business, competition, past history of the Borrower etc. The rate of interest and total interest amount to be charged over complete tenure of loan will be communicated so that the Borrower is aware of the exact interest liability that would be charged to the Borrower. It shall also be made available on the website of LFL. The said information published on the website or otherwise shall be updated whenever there is a change in the rates of interest.

The Board of LFL has laid out appropriate internal principles and procedures for determining interest rates, processing and other charges.

Review of the Code

The Board shall conduct an annual review of the compliance of the Fair Practice Code and the functioning of the grievance redressal mechanism at various levels of management. The Grievance redressal Officer shall review the compliance of this Code every six months and a consolidated report of such review may be submitted to the Board.