

FAIR PRACTICE CODE – ORIGO FINANCE PRIVATE LIMITED

INTRODUCTION

RBI has drafted the guidelines on Fair Practices Code for Non-Banking Finance Companies which sets the fair practices standards when dealing with prospective customers and to serve as a part of best corporate practice.

It is, and shall be, our policy to make loan products available to all qualified applicants without discrimination on the basis of race, caste, colour, religion, sex. Our policy is to treat all the customers consistently and fairly and as part of this our employees will also offers assistance, encouragement and service in a fair, consistent and equitable manner. We will also communicate our Fair Practices Code to our customers by placing it on the company's website.

We shall ensure that charges / fees are appropriately informed to the borrower. Terms and conditions pertaining to the facility will be conveyed to the prospective borrowers. We commit that disputes arising out of the lending decisions will be appropriately resolved by a grievance redressal mechanism set up by us.

The Company Fair lending practices shall apply across all aspects of our operations including marketing, loan origination, processing and loan servicing including collection activities. The Company Board of Directors and the management Team is responsible and committed for establishing fair practices across all hierarchy levels and employees.

The Fair Practices Code is applicable to the above irrespective of whether the same is provided at the Branch, over the phone, on the Internet or by any other method we may be currently using or may introduce at a future date.

I. Applications for loans and their processing:

- The company will issue a numbered application form to all applicants who request the same.
- The application form will seek information that is material to credit appraisal.
- Provide a list of documents that the applicant will have to submit along with the application.
- Acknowledge any non-refundable fees paid along with the application.

Acknowledgement for Loan application

- The Company will issue written acknowledgement for each loan application in the prescribed format immediately on receipt of the application. Time frame within which loan applications will be processed would be indicated in the acknowledgement of such applications.
- All valid and complete applications received with minimum documents and meeting minimum credit criteria shall be logged into the loan origination system. The application serial number which is part of the acknowledgement can be used to correspond with Origo Finance.

II. Appraisal and Disbursement of loans including changes in terms and conditions:

- The Company would ensure that there is proper credit appraisal on all applications. The appraisal would be in line with the Company's credit policies and procedures and relevant regulatory guidelines.
- The Company will take adequate care in all phases of credit processes to determine that its customers have the capacity to repay without becoming over-indebted. The Company will design the client underwriting process, loan terms and conditions, sales techniques and monitoring systems to prevent over-indebtedness.
- The Company will use sound risk assessment techniques in its lending operations and ensure that all its customers understand the benefits and risks of all its products.
- The Company would convey to the borrower by means of a sanction letter the status of the loan proposal in the language as understood by the borrower. The sanction letter shall include amount of loan sanctioned along with the terms and conditions including annualised rate of interest and all other upfront charges such as processing fees/Insurance. The Company will provide copy of the Loan agreement along with a copy each of the enclosures quoted in the loan agreement to all the borrowers at the time of sanction/ disbursement of loans in such language as understood by the customer. The sanction letter / Loan agreement will contain all details of fees and charges applicable to the loan. Penal interest for late repayment and other charges shall be mentioned in the loan agreement.
- The Company shall give notice to the borrower in such language as understood by the Customer of any change in the terms and conditions including disbursement schedule, interest rates, service charges, prepayment charges, cheque bounce charges, swap charges, late payment penalty etc. Changes in interest rates and charges will be effective only prospectively.
- The decision of the Company to recall / accelerate payment or performance under the agreement shall be in consonance with the loan agreement entered into with the borrower.
- The Company 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 it may have against the borrower. If such right of set off is to be exercised, the borrower shall be informed 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.
- The Company would not interfere 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).
- In case of receipt of request from the borrower for transfer of borrower account, the consent or otherwise i.e. objection of the Company would be conveyed within 21 days from the date of receipt of request.

III. Responsible Pricing:

- The Company's offering in the market will be in line with the offering from similar players in the segment and reasonable compared to informal lending sources that the segment has borrowed from in the past.
- Pricing, terms and conditions will be set in a way that is affordable to clients while allowing for the Company to be sustainable.
- The Board of the Company has adopted an interest rate policy taking into account relevant factors including the Company's cost of funds, margin, risk premium, tenure and security nature etc. to determine the rate of interest to be charged for loans.

- The rate of interest charged by the Company shall be on an annualized basis. The rate of interest and other charges communicated explicitly in the sanction letter.
- Loan agreement shall cover the interest charged by the Company to the customer and interest charged and other charges shall be signed by the customer before disbursement.
- The rate of interest and the rationale shall be disclosed in the website of the Company any revisions in the interest Rate and Service charges will be updated regularly in the website and the same is effective only prospectively.

IV. **Fair and Respectful Treatment of Customers:**

- The Company will treat customers fairly, with dignity and respect. It will hold itself accountable to communicate terms and prices of all services in complete and accurate ways that its customers can understand. It will send communication to each of its borrowers, any change in terms and conditions of the loan including disbursement schedule, interest rates, service charges, prepayment charges etc.
- The Company will not resort to undue harassment in debt collection processes, hence train its employees adequately to deal with its customers in a respectful manner.

V. **Collection & repossession of Security:**

The Company would not resort to undue harassment of recovery of loans. The employees of the company who contact customers for collections / recoveries will act as per the code of the conduct of the company.

Repossession of Security

The Company has a built in re-possession clause in the contract/loan agreement with the borrower. The Loan agreement shall cover the following points:

- notice period before taking possession;
- circumstances under which the notice period can be waived;
- the procedure for taking possession of the security;
- a provision regarding final chance to be given to the borrower for repayment of loan before the sale / auction of the security;
- the procedure for giving repossession to the borrower the procedure for giving repossession to the borrower and the procedure for sale / auction of the security.

VI. **Appropriate Product Design and Delivery Channels:**

- The Company will take adequate care to design products and delivery channels in such a way that they do not cause harm to its customers.
- Products and delivery channels will be designed after considering the client characteristics.

VII. **Confidentiality:**

The Company will use client data only for the purposes specified at the time the information is collected. The Company will train its employees on ensuring security of written and electronic information. The Company shall not reveal the details of any transaction to a third party other than in the following exceptional cases;

- If the company is required to provide the information by statutory or regulatory laws
- If there is a duty on the part of the company to the public to reveal this information

- If the company is required to provide this information (e.g. fraud prevention) to Banks / Financial Institutions / Our Group and Associate Companies.
- If the information is being shared with the Company's accountants, auditors and other advisors provided they assume confidentiality obligations with respect to any such information
- If the Company and the customer agree to make this information public through the issue of a press release or through information provided on the website of the Company.

VIII. **Grievance Redressal Process:**

Origo Finance shall maintain quick turnaround time frames in handling and resolving the customer complaints.

- Customer's complaint or a grievance about Origo Finance Products and Services including services provided by Outsourced agencies, can be contacted Branch Manager.
- Information on our grievance handling and escalation of complaints will be available in all our offices.
- All complaints received shall be handled as following:

First level	Branch Manager/Area Manager.
Next Level	Grievance Redressal Officer – HO

- Company shall ensure that all the complaints received are recorded and resolved, but shall also ensure effective monitoring / escalation mechanism to the senior functionary responsible so as to make sure that none of the complaints remain unresolved.
- In case customer is not satisfied with the resolution provided by the front office staff, customer can write to the Grievance Redressal Cell either through an e-mail (customer.support@origofin.com) or through a letter. Customer Complaints received through Emails shall be responded through Email Only.
- Customer can write to
Address:
Grievance Redressal Officer – HO Origo Finance Pvt Ltd,
Level 3, Vaishnavi Cynosure, Opp.RTTC ,
Telecom Nagar Extension,Gachibowli,
Rangareddy (Dist) Hyderabad – 500081
customer.support@origofin.com
- Grievance Cell- HO shall be responsible for providing adequate resolution to all escalated complaints received at their end.
- Complaints shall be resolved in a proper and time bound manner with detailed advice to the customer. In case the resolution needs time, an interim response, acknowledging the complaint shall be issued.
- If customer complaint / dispute is not redressed within a period of one month, he /she may appeal to

The Officer-in-charge
Reserve Bank of India
Department of Non-Banking supervision
New Delhi