

NBFC FAIR PRACTICE CODE POLICY

Wellworth Financial Services Private Ltd.

Document Version 1.0

Confidential

CONFIDENTIALITY CLAUSE

This Fair practice code policy is being internal policy documents of **WellworthFinancial Services Private Limited** under the condition that the contents of this document will not be divulged to any third party without the express written consent of the Management. It is also understood that the consulting team will not divulge any confidential information about Company that it may have acquired in preparing and finalizing **WellworthFinancial Services Private Limited** fair practice code policy.

INTRODUCTION

The Fair Practice Code (FPC) has been formulated by Wellworth Financial Services Private Ltd. (the Company) in response to guidelines issued by Reserve Bank of India vide circular DNBS.CC.PD.No.266 / 03.10.01 / 2011-12 dated 26 March 2012 titled “Guidelines on Fair Practices Code for NBFCs” replacing the existing code posted on the Company’s website.

The FPC will be applicable to all the offices of the Company including the Head Office located at 601, 6th Floor, Akruti Orion, Sharaddhanand Road, Vile Parle (E), Mumbai – 400057 and at the Branches located across India.

The FPC shall be binding on all the employees and officers of the company

OBJECTIVES

The objectives of the FPC are as under.

- Adopt the best practices in dealings with customers.
- Set challenging benchmarks and strive to achieve high operating standards for ensuring customer satisfaction.
- Follow transparent, fair, ethical, and legally tenable practices while conducting business.
- Provide all necessary information and inputs to customers / prospective customers and promote a mutually beneficial long-term relationship.
- Facilitate a continuously growing base of satisfied customers while scrupulously avoiding acquisition of customers having doubtful credentials or criminal background.

DECLARATIONS & COMMITMENTS

- The Company undertakes to abide by all applicable laws, regulations and guidelines passed / issued by the Regulators

(Reserve Bank of India, SEBI, IRDA etc.) and other competent authorities such as Government, Local Authority etc.

- The Company commits itself to full customer satisfaction through efficient, professional and courteous services across all its offices.
- The Company shall consistently strive to meet with and improve upon the internally set benchmarks and practices and be ahead of the standards prevalent in the industry.
- The Company undertakes not discriminate customers on grounds of religion, caste, gender or language.
- The Company will provide clear and full information about its products and services to its customers / prospective customers and will not resort to any misleading or potentially misleading advertisement or publicity.
- The Company undertakes to desist from introducing any products / services having elements of 'hidden charges' or lack of transparency.
- The Company undertakes not to take advantage of any unintentional or clerical error made by the customer while transacting business.
- The Company is committed to put in place a system for promptly addressing complaints and suggestions of the customers supplemented with a structured Grievance Redressal Mechanism having an escalation matrix.
- The Company shall display the FPC on its website and also make available to the Customer, on request, a copy of the FPC on demand.

FAIR PRACTICES

LOANS, TERMS & CONDITIONS, INTEREST RATE & CHARGES

- The Company shall make available loan application forms in local language to all prospective customers on their request free of cost at the concerned branches mentioning also the supporting documents to be submitted along with. An acknowledgement for receipt of duly completed loan application forms will be given to the customer in all cases. As a matter of policy and customer service loan applications are subject to review for sanctioned / rejected based on the company internal policy and guideline matrix as define from time to time. Disbursement of the loan and acceptance of security will be carried out as per set process as define in the internal policy and guideline. Rational, if any shall be subjective and shall depend on case to case for respective customers.

- The Company shall disclose all relevant information relating to a loan / product such as eligible loan amount, interest rate, charges, penal/overdue interest, interest calculation methodology, rebate on interest etc. before sanction of the loan to enable the customer / prospective customer to take an informed decision. The Customer / prospective customer will also be provided, on request, the detailed terms and conditions of the loan before sanction.

- The Company shall ensure that a loan sanction letter is given to the customer containing all the terms and conditions governing the loan facility in the local language (on request) or in other language understood by the customer. The loan sanction letter will also mention the loan amount, loan account number (Client Code), interest rate, charges, loan processing fees etc.

- The Company shall not in the normal course make any changes / modifications in the terms and conditions of the loan, including rate of interest, which could adversely affect the customer financially or otherwise. In abnormal circumstances when such changes / modifications are inevitable, keeping in view the new circumstances, adequate and proper notice shall be given to the customer about any such change/modification.

MARKETING & PROMOTION

- The Company shall not deliberately promote a product with any ulterior / selfish motives or contrary to the customer requirements or expectations as disclosed by the customer. The Company will ensure that its personnel engaged in marketing and operations are suitably trained and instructed so as to preclude selling of its products by misrepresentation to the customer / prospective customer.
- The Company will not indulge in profiteering by charging usurious rates of interest on loans or take undue advantage of adverse market conditions. The rates of interest will be based on variables such as cost of funds, risk premium and shall be in conformity with the Interest Rate policy of the Company and Regulatory Guidelines from time to time. It shall also, by and large, be in tune with industry practices and benchmarks.
- Full and updated information regarding loan schemes, rate of interest, charges etc. will be displayed on the website of the Company.
- Complete or select information will also be made available through various media channels, posters, brochures, notices, displays etc. based on the decisions of the management of the Company from time to time.

RECOVERY OF DUES, EXERCISE OF LIEN & DELIVERY OF SECURITY

- The Company will not, as a matter of fair dealing, normally recall the loan before the initially agreed tenure except in unanticipated or abnormal circumstances where the Company's interests are adversely affected e.g. when the security value diminishes substantially, when the securities are not acceptable, due to any regulatory / government directives etc. In all such cases proper and reasonable notice shall be given to the customer recalling the loan before expiry of the normal tenure.
- The Company will make all possible soft or persuasive efforts to get the customer to repay the dues without resorting to disposal of the security. The Company does not accept nor will it encourage the use any coercive or hard measures to recover its dues from the customer.
- The Company will exercise only legitimate right of lien over the pledged securities or such cash surplus as may arise upon settlement of existing loans at any time. Such right of lien shall arise only if the customer has any other dues, either directly or as guarantor, and will be subject to proper intimation of such right of lien being given to the customer by the Company.
- The Company shall issue a signed and, normally, a system generated receipt for all cash payments made by the customer immediately. The Company shall also accept payments vide cheques, demand drafts, electronic transfers etc. subject to the condition that return of the securities will be made only after confirmation of realization.
- The Company shall, on demand, provide the customer or his duly authorized representative with a statement of the loan account at any time during the continuity of the loan or immediately upon closure. However, the Company may, at its discretion, require payment of reasonable processing charges by the customer for providing statement of account if such demand is made 30 calendar days after closure of the account.

- The Company will resort to disposal of securities only as a last resort and that too after adequate and proper notice is served on the customer to repay the dues. Such notice will be as per the terms contained in the sanction letter (pawn ticket) and also in compliance with applicable laws and regulatory guidelines. The sale of the securities will be taken up through the market transaction on the regulated exchange platform when the customer does not positively respond to the communications sent by the Company to close the loan account along with interest and other charges.
- Where the Company proposes to dispose of the security even before the normal tenure of the loan based on the rights conferred on the Company vide loan application and loan sanctionletter (pawn ticket) adequate and proper notice will be served on the customer before such action is initiated for recovery of dues.
- The Company prefers and encourages customers to take back delivery of the securities immediately upon full settlement of all dues. However, should there be exceptional instance of the Customer being unable to take delivery of the securities, not attributable to the inability of the Company, after closure of the loan account reasonable safe custody charges may be payable which will be duly advised to the customer.
- The Company will not interfere in the affairs of the customers except for the purposes mentioned in the terms & conditions of the loan or when constrained to do so due to inadequate or false disclosures made by the borrower at the time of putting through the transactions.

CUSTOMER SERVICE & GRIEVANCE REDRESSAL

- The Company will implement all possible steps to prevent and minimize customer complaints / grievances
- The Company will facilitate the customer to pay the whole or part of the dues subject to the condition that applicable as per the Master Loan Agreement.
- The Company will put in place an effective Customer Grievance redressal mechanism details of which will be displayed on the website. The mechanism will specify interalia the names & designations of the officials with whom complaints can be registered, their postal address / telephone numbers/ email address, escalation matrix, time limit for dealing with the complaint etc.
- The Company will put in place an effective training system to ensure that employees of the Company are customer friendly and do not resort to rude, inappropriate or unethical behaviour.
- The Company will have applicable and timely re-addressal approach to the problems faced by the customer

Complaints & Grievances Redressal Mechanism

•In case of any complaint/grievance, the applicant/borrowers will have to inform in writing the concerned branch. The Branch Officials shall immediately take up the matter for redressal.

• All disputes in relation to the products and services shall be heard and disposed off within 30days from the date of receipt of the complete details in respect of the grievance. The following 'Grievances Redressal Mechanism' is put in place.

Decision Level	Designation	Escalation level	Contact No	Email Id
Mr. Amish Gandhi	Head - Compliance	1st Level	9833950929	amish.gandhi@wellworthgroup.co , compliance@wellworthgroup.co
Mr. Chetan Mehta	Director	2nd & Final Level	9821236693	Chetan.mehta@wellworthgroup.co

XXXXXXXXXXXXXXXXXXXX