SUNASK FINANCE LIMITED

(CIN: U65191TN1992PLC022774)
Regd. Off.: Brooklyn Centre, 6th Floor,
No. 103, 104, 105, Poonamalle High Road,
CHENNAI – 600 084.
Tel: 91 86107 98217 e-mail ID: sunask@rediffmail.com

FAIR PRACTICES CODE

With reference to **Reserve Bank of India (Non-Banking Financial Companies – Responsible Business Conduct) Directions, 2025** issued by the Reserve Bank of India to all Non-Banking Finance Companies (NBFCs), the Company being a NBFC, has formulated its FPC which inter-alia, covers Principles on disclosures on the terms and conditions relating to receipt of loan applications from the prospective borrowers and processing thereof, sanction, monitoring and recovery of loans and other financial products being offered by it, the Grievances Redressal Mechanism in place etc.

It is, and shall be the policy of the Company to make available all financial products offered by the Company, to eligible applicants, without discrimination on the basis of race, caste, colour, religion, sex, marital status, age or physical disability, etc.

In nutshell, the Company's business would be conducted in accordance with prevailing statutory and regulatory requirements, with due focus on efficiency, customer-orientation and corporate governance principles.

In addition, the Company would adhere to the Fair Practices Code in its functioning, the key elements of which are as follows:

1. Application for loans and their processing:

- The Company has devised a system of obtaining a loan request letter and the resolution from the Board of Directors of the corporate customers. The customers are then provided with a loan application form. The form includes necessary information of the customers, features of the loan and the documents required to be submitted for loan processing;

- The documentation are available in English / explained in vernacular language and made understood in the vernacular language of the applicant for easy examination/understanding by the prospective borrowers;

- The Company includes necessary information which is likely to affect the interests of the prospective borrower, so that a meaningful comparison with the terms and conditions offered by other lenders can be made and an informed decision taken by the applicant.

- The Company informs the documents required to be submitted including those required under KYC guidelines of RBI.

- The Company provides acknowledgement to the prospective borrower for receipt of loan request documents.

2. Loan Appraisal and Terms/ Conditions:

- The Company shall conduct a due diligence on the credit worthiness of the borrower, which will be an important parameter for taking decision on the application. The assessment would be in line with the Company's Credit policy, norms and procedures in respect thereof;

- The Company conveys in writing to the prospective borrower the fate of the loan request by means of sanction letter or otherwise. In the case of sanction of loan, the sanction letter contains the amount of loan sanctioned and terms and conditions including annualised rate of interest and method of application thereof along with a tentative EMI schedule;

- The acceptance of the terms and conditions communicated by the borrower is preserved by the Company in its records, digital or physical mode as applicable, and a copy of the same is also provided to the borrower;

- The Company shall mention the penal charges for late repayment in the loan agreement along with applicable taxes if any;

- The Company furnishes a copy of the loan agreement along with a copy of each of enclosures quoted in the loan agreement to all clients at the time of disbursement of loan.

3. Penal charges in loan accounts:

- Penalty, if charged, for non-compliance of material terms and conditions of loan contract by the borrower shall be treated as 'penal charges';

- There shall be no capitalisation of penal charges i.e., no further interest computed on such charges. However, this will not affect the normal procedures for compounding of interest in the loan account;

- The Company shall not introduce any additional component to the rate of interest and company will ensure compliance to these guidelines in both letter and spirit;

- The quantum of penal charges shall be reasonable and commensurate with the non-compliance of material terms and conditions of loan contract without being discriminatory within a particular loan / product category;

- The penal charges in case of loans sanctioned to 'individual borrowers, for purposes other than business', shall not be higher than the penal charges applicable to non-individual borrowers for similar non-compliance of material terms and conditions;

- The quantum and reason for penal charges shall be clearly disclosed by the Company to the customers in the loan agreement and most important terms & conditions / Key Fact Statement (KFS) as applicable, in addition to being displayed on Company's website under Schedule of Charges;

- Whenever reminders for non-compliance of material terms and conditions of loan are sent to borrowers, the applicable penal charges shall be communicated. Further, any instance of levy of penal charges and the reason therefor shall also be communicated.

4. Responsible Lending Conduct – Release of movable / immovable property documents on repayment/ settlement of personal loans:

- The Company shall adopt best practices in release of movable/ immovable property

documents upon receiving full repayment and closure of loan account to avoid customer grievances and disputes in future. To address the issues faced by the borrowers and towards promoting responsible lending, the following instructions will be followed:

A. Release of movable/immovable property documents:

- The Company shall release all the original movable / immovable property documents and remove charges registered with any registry within a period of 30 days from the date of full repayment/settlement of the loan account;

- In order to address the contingent event of demise of the sole borrower or joint borrowers, Company shall have a well laid out procedure for return of original movable/immovable property documents to the legal heirs. Such procedure shall be displayed on the website / notice board of NBFCs along with other similar policies and procedures for customer information.

5. Disbursement of loans including changes in terms and conditions:

- The Company gives notice to the borrower in English or in vernacular language / the language as understood by the borrower, of any change in the terms and conditions including disbursement schedule, interest rates, service charges, prepayment charges etc. Changes in interest rates and charges are effective prospectively and a suitable condition in this regard is incorporated in the loan agreement.

- Decision to recall/ accelerate payment or performance under the agreement is in consonance with the loan agreement;

- The Company shall release all securities upon repayment of all dues or on realisation of the outstanding amount of loan subject to any legitimate right or lien for any other claim it may have against the borrower. The borrower shall be given due notice with full particulars about the outstanding claims and conditions under which the company will be entitled to retain the securities/ right of set off is to be exercised.

6. General:

- The Company refrains from interfering in the affairs of the borrower except for the purposes provided in the terms and conditions of the loan documents, unless new information not earlier disclosed deliberately or otherwise by the borrower has come to its notice;

- In case of receipt of request from the borrower for transfer of a borrower account to other NBFC, bank or financial institution, the consent or otherwise of the Company shall be conveyed within 21 days from the date of receipt of such request in writing. Such transfer shall be in accordance with the contractual terms entered into with the borrower and in consonance with the statutes, rules, regulations and guidelines as may be applicable from time to time;

- In the matter of recovery of loans, the Company shall resort only to remedies which are legally and legitimately available to it and will not resort to undue harassment viz. persistently bothering the borrowers at odd hours, use of muscle power for recovery of loans, etc;

- The Company has adopted an Interest rate policy taking into account relevant factors such as cost of funds, margin, risk premium etc. to determine the rate of interest to be charged on annualised basis for loans and advances and same is disclosed to the borrower in the loan application form and also displayed on the website of the Company.

7. Grievance Redressal Mechanism:

- The Company has laid down the appropriate grievance redressal mechanism within the organization to resolve disputes arising in this regard. Such a mechanism ensures that all disputes arising out of the decisions of the functionaries are heard and disposed of at least at the next higher level;

- The Company guides its clients who wish to lodge a complaint and also provide guidance on what to do in case the client is unhappy with the outcome;

- After examining the matter, the Company sends a response as soon as possible.

- The Company designates an officer for the redressal of grievances of the clients, in connection with any matter pertaining to business practices, lending decisions, credit management and recovery;

- The Company shall display the following information prominently, for the benefit of its customers, at its branches / places where business is transacted:

- The name and contact details (Telephone / Mobile no. and email address) of the Grievance Redressal Officer who can be approached by the public for resolution of complaints against the Company;

- The name and contact details (Telephone/Mobile no. and email address) of the Principal Nodal Officer who can be approached by the public for resolution of complaints against the Company;

- Reserve Bank - Integrated Ombudsman Scheme, 2021 ('Scheme') - Salient features of the Scheme in English, Hindi and the regional language;

- If the complaint / dispute is not redressed within a period of one month, the customer may appeal to the Reserve Bank of India through the complaint lodging portal: https://cms.rbi.org.in/

- The Contact details of the Grievance Redressal Officer/Nodal Officer is as below:

Level-1
Shri. RAJESH SINGHVI
Director
Grievance Redressal Officer/Nodal Officer
SUNASK FINANCE LIMITED
Regd. Off.: Brooklyn Centre, 6th Floor,
No. 103, 104, 105, Poonamalle High Road,
Chennai – 600 084.
Tel: +91 86107 98217
E-mail Id: sunask@rediffmail.com

Level-2
Shri. ABHAY KUMAR MEHTA
Director
SUNASK FINANCE LIMITED
Regd. Off.: Brooklyn Centre, 6th Floor,
No. 103, 104, 105, Poonamalle High Road,
Chennai – 600 084.
Tel: +91 86107 98217
E-mail Id: sunask@rediffmail.com

- The staff is also sensitised to be careful and courteous while dealing with the clients, more particularly, in the case of physically challenged persons and ladies.

8. The Reserve Bank- Integrated Ombudsman Scheme 2021:

- Under the Ombudsman Scheme, the Company has appointed Principal Nodal Officer (PNO) who shall be responsible for representing the Company and furnishing information to the Ombudsman in respect of complaints filed against the Company;

- For the benefit of the customers, the name and contact details (Telephone/ Mobile number and email) of the PNO along with the details of the complaint lodging portal of the Ombudsman (https://cms.rbi.org.in) will be displayed;

- The salient features of the Scheme shall be displayed prominently in English, Hindi and Regional languages at all the offices and branches in such a manner that a person visiting the office or branch has adequate information on the Scheme;

- The salient features of the Ombudsman Scheme along with the copy of the Scheme and contact details of the Principal Nodal Officer shall be prominently displayed and updated on the website, if any.

9. Language and mode of communicating Fair Practice Code:

- Fair Practices Code (which shall preferably be in the vernacular language, or a language as understood by the borrower). The same shall be put up on the website, if any for the information of various stakeholders.

10. Regulation of excessive interest charged:

- 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;

- The rate of interest shall be annualised rate so that the borrower is aware of the exact rates that would be charged to the account;

11. Loan facilities to the physically/visually challenged:

- The company shall not discriminate in extending products and facilities including loan facilities to physically/visually challenged applicants on grounds of disability. All branches shall render all possible assistance to such persons for availing of the various business facilities. Further, the company shall ensure redressal of grievances of persons with

disabilities under the Grievance Redressal Mechanism already set up by them.

12. Adherence to Fair Practices Code in case of Digital Lending and recovery of loan:

- The Company, will adhere to the Fair Practices Code guidelines in letter and spirit;
- Recovery Agents shall adhere to Company's Fair Practices Code as also their own code for collection of dues and repossession of security.

13. Periodic Review:

- A consolidated report of periodical review of compliance of fair practice code and functioning of the grievance's redressal mechanism at various levels of management to be submitted to the Board at regular intervals as may be prescribed by it.

Certified True Copy

For SUNASK FINANCE LIMITED

For SUNASK FINANCE LIMITED
Authorised Signatory/Director

(ABHAY KUMAR MEHTA)
Director
DIN: 02112584

For SUNASK FINANCE LIMITED
Authorised Signatory/Director

(RAJESH SINGHVI)
Director
DIN: 02067111