

VSJ INVESTMENTS PRIVATE LIMITED
FAIR PRACTICE CODE

Version	Updates	Reviewed Date	Approved by
2024	Fair Practice Code	21/05/2024	Board of Directors

Background of the Company

The Company is a Private Limited Company incorporated under the provisions of the Companies Act, 1956 and is a Systemically Important, Non-Deposit taking, Non-Banking Finance Company (NBFC-ND-SI) registered with RBI. It is base layer NBFC as defined under master directions Reserve Bank of India (Non-Banking Financial Company – Scale Based Regulation) Directions, 2023, RBI/DoR/2023-24/105 DoR.FIN.REC. No.45/03.10.119/2023-24 dated 19 October 2023.

Objectives of this Fair Practices Code (FPC)

This Fair Practices Code (FPC) is aimed to provide to the customers effective overview of practices, which will be followed by the Company in respect of the financial facilities and services offered by the Company to its customers. This Code would facilitate the existing as well as prospective customers to take informed decisions in respect of the financial facilities and services to be availed by them or other financial product which they may obtain from the Company.

This Code has been developed with an objective of:

- Ensuring Fair Practices while dealing with the customers
- Promoting good, fair and trustworthy practices by setting minimum standards in dealings with the customers;
- Increasing transparency to enable the customers to have a better understanding of the product and enabling them to take informed decisions
- Promote a fair and cordial relationship between the customers and the Company.
- Building Customer confidence in the Company

Our Key Commitments and Declarations

- The Company shall act efficiently, fairly and diligently in our dealings with all our customers by:
- Meeting the commitments and standards in this Fair Practices Code for the financial products and services we offer, and the procedures and practices our staff follow;
- Ensuring that all the financial services meet relevant laws and regulation;
- Providing professional, courteous and speedy services;
- Providing accurate and timely disclosure of terms and conditions, costs, rights and liabilities as regards financial transactions.

The Company shall help the customer understand how our financial products and services work by:

- Ensuring that our advertising & promotional literature is clear and is not misleading;
- Giving verbal information that is consistent with the literature shared with customer;
- Explaining financial implications of the transactions.

The Company shall deal quickly and proactively with things that go wrong by:

- Correcting mistakes quickly;
- Attending customer complaints quickly;
- Telling our customers how to take their complaint forward if the customers are still not satisfied with our assistance;
- Reversing any charges that we apply due to our mistake.

Non-Discrimination Policy

The Company shall never engage in any form of discrimination towards the Company's existing as well as potential customers on the basis of gender, race or religion.

Application for loans and their processing

- The Company's official language for all communications with in the Company or with third parties shall be English.
- A declaration from each customer is to be taken before/alongwith each application certifying that the customer understands English.
- The Company may also use an application kit in Vernacular Language if the Customer does not understand English. This, however, may be at the sole discretion of the Company and only on a case by case basis.
- The Application Form of the Company for each of the products offered may be different depending upon the requirement of each product and will include all information that is required to be submitted by the Borrower. Necessary information should also be provided by the Company to facilitate the Borrower in making a meaningful comparison with similar terms and conditions offered by other Lending Institutions and taking an informed decision based on the aforesaid comparison.
- The Application Form of the Company may also indicate the list of documents required to be submitted by the Borrowers along with the Application form.
- All communications to the borrower shall be in English or in vernacular language / the language as understood and confirmed by the borrower.
- The Company has a mechanism of giving acknowledgement for receipt of Loan Applications from its Borrowers / Prospective Borrowers. The Company would inform the borrower about its decision within reasonable period of time from the date of receipt of all the information required in full.
- The Company may conduct contact point verification through its employees or through an agency appointed by it, by contacting the customer at their residence/business telephone numbers/or physical visit to residence/business address mentioned on the loan application.

Loan appraisal and terms/conditions

- The Company will conduct a due diligence on the creditworthiness of the borrower, which will be an important parameter for taking a decision on the application. The assessment would be in line with the Company's credit policies, client categorization, industry norms and procedures in respect thereof.
- The Company will convey in writing to the borrower in English or in vernacular language / the language as understood and confirmed by the borrower by means of a written sanction letter of the amount of loan sanctioned or otherwise. The said letter will contain the terms and conditions including the annualized rates of interest and method of application thereof and keep the acceptance of these terms and conditions in the Company's records.
- The terms and conditions may mention penal interest to be charged for late payment. The same will be disclosed in bold in the Loan Agreement.
- The Company shall obtain an acceptance from the borrower on the said sanction letter with the borrower's signature under the caption "I /WE ACCEPT ALL THE TERMS AND CONDITIONS WHICH HAVE BEEN READ AND UNDERSTOOD BY ME/US." The company shall maintain a record of such acceptance.
- The Company shall invariably furnish a copy of loan agreement along with a copy of all enclosures quoted in the loan agreement to all the borrowers at the time of sanction/disbursement of loans. The company shall ensure that the loan agreements and enclosures furnished to all borrowers contain the terms and conditions and the rate of interest in the form of a term sheet, which shall be annexed to the loan agreement.

Disbursement of loans including changes in terms and conditions

- The Company shall frame appropriate internal principles and procedures for determining the interest rates, processing and other charges. The company shall at the time of disbursement, ensure that the interest rate and processing and other charges on loan and advances are in strict adherence to above referred internal principles and procedures.
- The disbursement will be done immediately upon compliance of all terms and conditions of the sanction by the borrower.
- The Company shall give notice in writing to the borrower of any change in the terms and conditions including disbursement schedule, interest rates, services charges, prepayment charges etc. The Company shall also ensure that changes in interest rates and charges are affected only prospectively. This clause will be covered in the loan agreement as well.
- Decision to recall/ accelerate payment or performance under the Agreement will be in consonance with the respective loan Agreement.
- The Company will release all securities of its Borrower only on repayment of all dues by such Borrower, or only on realization of the outstanding amount of the Borrower's availed limit, subject to any legitimate right or lien for any other claim which the Company may have against its Borrower. If such right of set off is to be exercised, the Borrower will be given notice in writing about the same with full particulars about the remaining claims and conditions under which the Company will be entitled to retain the securities till the relevant claim is settled or paid by the Borrower. Due No Objection certificate will be issued to the customer on fulfillment of said terms within 30 working days of completion of formalities.

General

- The Company will refrain from interference in the affairs of the borrower except for the purposes provided in the Loan Agreement unless new information not earlier disclosed by the Borrower has come to the notice of the Company.
- In the matter of recovery of loans, the Company will strictly resort only to remedies which are legally and legitimately available to it and will at no point in time resort to any form of undue harassment like bothering the borrowers at odd hours/ use of muscle power for recovery of loans.
- The Company will ensure that the entire process of enforcing its security, valuation and realization thereof is fair and transparent.
- The Company will ensure that the staff is adequately trained to deal with the customers in an appropriate manner.
- In case of receipt of a request from the borrower for transfer of the borrowal account, the consent or otherwise i.e. objection of the Company, if any, shall be conveyed within 21 days from the date of receipt of such request. Such transfer shall be as per transparent contractual terms in consonance with law.
- The Company shall not charge interest rate beyond a certain level which may be seen as excessive or not sustainable or not conforming to normal financial practices.
- The interest rate and processing and other charges shall be based on appropriate internal principles and procedures laid down for determining interest rates and processing and other charges.

Confidentiality

Unless authorized by the customer, the Company will treat all personal information as private and confidential. The Company will not reveal transaction details to any other entity including within the group other than the following exceptional cases:

- If the Company have to provide the information by statutory or regulatory laws (Eg. Furnishing information to FIU-Ind)
- If there is a duty to the public to reveal this information (Eg. Furnishing Information to Credit Information Companies)
- If the Company has taken the customers permission in writing (for instance at the time of

- companies for providing other products or services
- Where the customer asks us in writing to reveal such information to its group / associate / entities or companies for providing other services or products.

Complaint Redressal Mechanism

- A telephone number for receiving the grievances of the customers will be intimated in Loan Sanction Form. In addition, a separate e-mail ID will be created where customer can send their grievances via e-mail. The relevant information will be updated on website as and when there are any changes.
- After examining the matter, the Company will endeavor to send the customer its response within four weeks and intimate the customer how to escalate the complaint to higher level, if he is not satisfied with the response from lower level.
- The complaints can be forwarded to “Principal Officer” who shall be the Grievance Redressal Officer on Email id: accounts@apposite.co.in or at the following address:

Principal Officer
VSJ Investments Pvt., Ltd.,
G-12, Raheja Centre, 214 Free Press Journal
Marg, Nariman Point, Mumbai – 400 021

- If the complaint / dispute is not redressed within a period of four weeks, the customer may appeal to the following Officer-in-Charge of the Mumbai Regional Office of Department of Non-Banking Supervision of the Reserve Bank of India:

The Officer-In-Charge,
Department of Non-Banking
Supervision, Reserve Bank of India,
Mumbai Regional Office,
Opp. Mumbai Central Railway
Station, Byculla, Mumbai 400 008

- A periodical review of the compliance of the Fair Practices Code and the functioning of the grievances redressal mechanism at various levels of management would be undertaken by the Company and a consolidated report of such reviews shall be submitted to the Board of Directors of the Company at regular intervals.

The Company shall abide by this Fair Practices Code following the spirit of the Code and in the manner it may be applicable to its business.

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