

Delfin International Limited

Fair Practice Code



Introduction

In accordance with Chapter V of the Master Direction - Non-Banking Financial Company – Non-Systemically Important Non-Deposit taking Company (Reserve Bank) Directions, 2016 dated September 01, 2016 (updated as on September 29, 2022), the Company has framed the Fair Practice Code (FPC) of the Company detailing the standards for fair business and corporate practices to be followed while dealing with their customers.

This FPC shall be adopted by the resolution passed in the meeting of the Board of Directors of the Company. The FPC shall be reviewed annually or at such time interval as may be required by the Board of Directors and recommended changes will be presented for consideration.

Fair Practice Code:

Delfin International Limited's ("the Company") 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 follow:

Guidelines on Fair Practice Code for NBFCs:

This code sets minimum Fair Practice standards for the Company to follow when it is dealing with the customer. It provides information to customers and explains how the company is expected to deal with the customers on day to day basis.

(I) Objective of the Code

The code has been developed with an object to:

- Promote fair practices by setting minimum standards in dealing with customer.
- Increase transparency so that customer can have a better understanding of what type of service level can be expected from the company.
- Foster customer confidence in the company.
- To lay down the Grievance Redressal Mechanism within the Company to resolve disputes, if any, between the company and its customers.

(II) Application of the Code

The code applies to all products, offered by the company. Currently the following mentioned products are being offered by the Company:

(a) Lending to individual clients.

(b) Lending to all enterprises

(c) Commercial dealing with all stakeholders.



(III) Key Commitment

- (a) To help borrower / customer to understand how the Company's financial products and services work by :
 - (i) Ensuring that the customer is given clear information about Company's product and services, the terms and conditions and interest rates/service charges, which apply to them in the loan application form. The loan application form shall also indicate the documents required to be submitted with the application form.
 - (ii) Keeping customer informed about changes in the interest rates, charges, terms and conditions.
- (b) To act fairly and reasonably in all dealings with the customer by:
 - (i) Meeting the commitments and standards in this code for products and services offered by the Company.
 - (ii) Making sure that products and services meet relevant principles of integrity and transparency.
 - (iii) Informing customer about the time limit by which loan application will be processed and informing them of the status at regular intervals.
 - (iv) Handling customer complaints promptly.
 - (v) Informing customers about the process to take their complaints forward to the higher authorities.
- (c) To treat personal information of customers as private and confidential.

(IV) Information

- (a) All communication to the customer shall be in the vernacular language or a language as understood by the customer.
- (b) The penal interest charged for late repayment shall be mentioned in bold in the loan agreement.
- (c) The customer shall be given information regarding interest rates, terms and conditions for loan and other charges and the documents to be executed in respect of the Loan.
- (d) 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 in the application form and communicated explicitly in the sanction letter.
- (e) Acknowledgement shall be given on receipt of loan application documents. Normal time frame for processing of the Loan Application would also be indicated in the acknowledgement to the customers.
- (f) After the loan is sanctioned, customer shall be informed about the interest rate at which loan is sanctioned, and method of application thereof, mode & time at which the interest will be debited (whether monthly or quarterly) and other terms and conditions applicable to loan.
- (g) The Company shall give notice to the customer of any change in the terms and conditions like disbursement schedule, interest rates, service charges, prepayment charges etc. It would be ensured that the changes are affected only prospectively.



- (h) A copy of the Loan Agreement along with Account Opening Form, undertaking or declaration, if any would be furnished to all the borrowers.

(V) Post disbursement Supervision

- (a) Post disbursement supervision would be constructive and the genuine difficulties which the borrower may face, would be given due consideration.
- (b) The company shall give notice to the borrower in the vernacular language or a language as understood by the borrower of any change in the terms and conditions including disbursement schedule, interest rates, service charges, prepayment charges etc. The company shall also ensure that changes in interest rates and charges are affected only prospectively.
- (c) In case there is a shortfall in margin/security given due to market fluctuation which may require borrower to give additional margin/security or due to some other reason loan needs to be recalled or payment needs to be accelerated earlier than schedule, same shall be communicated to customer and appropriate notice as per the agreement shall be given to him.
- (d) If the Company decides to recall / accelerate payment or performance of the loan, the same shall be in consonance with the Loan Agreement.
- (e) The Company shall release securities on repayment of all dues or on realization of outstanding amount of loan subject to any pending unsettled claims of the Company and / or its group companies. The securities would be withheld after giving notice about the same to the client with full particulars about the pending claims and the conditions under which the Company is entitled to retain the securities till the relevant claim is settled / paid.

(VI) Non-Interference in the Affairs of the Borrower

The Company shall not interfere in the affairs of the borrower except for the purposes provided for in the terms and conditions of sanction of the loan (unless new information, not earlier disclosed by the borrower, has come to the notice of the Company).

(VII) General

- (a) The Company shall treat customer information as private and confidential and shall be guided by following principles and policies:
The information shall be parted by the Company only in the following circumstances:
 - (i) Information required to be given under law or as demanded or required by statutory authorities.
 - (ii) Information is given with customer's specific written permission.
- (b) In case of receipt of request for transfer of borrowal account, either from the borrower or from a lender which proposes to take over the account, the consent or otherwise would be conveyed within 21 days from the date of receipt of request. Such transfer would be as per transparent contractual terms in consonance with law.



(VIII) Collection of Dues

- (a) Company's collection policy shall be built on courtesy, fair treatment and persuasion. Efforts will be made in building customer confidence and long term relationship.
- (b) The staff deputed to make recovery calls will be adequately trained to deal with customer and shall identify themselves and shall provide details with regard to outstanding claims to the customer.
- (c) Under no circumstances, Company shall resort to any illegal means for recovery of the dues from the customer. Further the Company will not resort to undue harassment viz., persistently bothering the borrowers at odd hours, use of muscle power for recovery of loans etc.
- (d) The company shall not charge foreclosure charges/ pre-payment penalties on any floating rate term loan sanctioned for purposes other than business to individual borrowers, with or without co-obligant(s).

(IX) Complaints, Grievances and Feedback

- (a) If complaint is received in writing or over phone, customer's grievances will be recorded by the Company.
- (b) The Company shall ensure that the staff are adequately trained to deal with the customers in an appropriate manner.
- (c) Company will endeavor to sort out the matter within fifteen days of receipt of a complaint.
- (d) In case the complaint requires more time, then the same would be informed to the customer. Customer would be updated at regular intervals regarding the status of the same.
- (e) The grievance redressal mechanism within the organisation will be explained to the customer to resolve any dispute, such a mechanism would ensure that all disputes arising out of decisions of our functionaries are heard and disposed off at least at the next higher level.
- (f) A complaint of misconduct against an official of the Company shall be redressed by next level of authority.

(X) Grievance Redressal Mechanism

The Company's policy is to treat and service all the clients consistently and fairly. The Company has laid down the appropriate Grievance Redressal Mechanism within the Company to resolve disputes arising in this regard. This mechanism shall ensure that all disputes arising in connection with any matter pertaining to business practices, lending decisions, credit management and recovery decisions shall be heard and the response would be sent for such complaint / grievance.

All the customer queries and complaints registered to the Company shall be reviewed, monitored and resolved to the satisfaction of the customers. The focus shall be to ensure all grievances are resolved in a timely basis and to the full satisfaction of the customers.

The Company has appointed a Grievance Redressal Officer who can be approached by the public for resolution of complaints against the Company.



All the places/branch where business of the Company is transacted, a notice shall be displayed mentioning the details of the Grievance Redressal Officer of the Company, for the benefit of our customers:

Mrs. Vanessa Rozario

Grievance Redressal Officer

Delfin International Limited

139, 2nd floor, Guardian House,

Infantry Road, Bangalore- 560 001

Tel: 080-25580971

Email: vanessa_rozario2001@yahoo.com

If the complaint / dispute is not redressed within a period of one month, the customer may appeal to the Officer-in-Charge of the Bangalore Office of DNBS, Reserve Bank of India (RBI). The complete contact details of the Officer in Charge will be displayed in the notice.

The Board of Directors of the Company shall every half yearly i.e. at the end of the month of September and March, review the compliance of the Fair Practices Code and the functioning of the grievances redressal mechanism at various levels of management. A consolidated report of such reviews may be submitted to the Board every half yearly for their perusal and comments, if any.

The Company shall modify, amend and update the above Code from time to time, in accordance with the guidelines prescribed by the RBI.

