

Supra Pacific Management Consultancy Limited

Fair Practices Code

This has reference to RBI Circular No. DNBS(PD) CC NO.054/03.10.119/2015-16 dated 01.07.2015, wherein the Reserve Bank of India (RBI) has revised the guidelines on Fair Practices Code for NBFCs to implement the same.

The Fair Practices Code, as mentioned herein below, is in conformity with these Guidelines on Fair Practices Code for NBFCs as contained in the aforesaid RBI Circular. This sets minimum Fair Practice standards for the Company to follow when dealing with customers. It provides information to customers and explains how the Company is expected to deal with them on a day to day basis.

“Supra” or “Company” means **Supra Pacific Management Consultancy Ltd**

This policy applies to all customers including those with any complaints / enquiries as posted on social / any other media and we encourage all customers to reach out to the below platforms as required.

Objective of the Code

The code has been developed with an objective of:

- Ensuring fair practices while dealing with customers
- Greater transparency enabling customers in having a better understanding of the product and taking informed decisions
- Building customer confidence in the company

Applications for Loans and their processing

- All communications to the borrower shall be in the vernacular language* or a language as understood by the borrower.
- Loan application forms shall include necessary information which affects the interest of the borrower, so that a meaningful comparison with the terms and conditions offered by other NBFCs can be made and informed decision can be taken by the borrower. The loan application form indicates the documents required to be submitted along with the application form.
- Supra shall provide acknowledgement for receipt of all loan applications. The acknowledgement includes the time frame within which loan applications will be disposed off.

Loan appraisal and terms/ conditions

- Supra shall convey in writing to the borrower in the vernacular language* as understood by the borrower, by means of sanction letter or otherwise, the amount of loan sanctioned along with the terms and conditions including annualized rate of interest and method of application thereof and shall keep on record the acceptance of these terms and conditions by the borrower.
- The loan agreement shall contain the Penal interest charged for late repayment.
- Supra shall furnish a copy of the loan agreement along with a copy each of all enclosures quoted in the loan agreement to all the borrowers at the time of sanction / disbursement of loans.

Disbursement of loans including changes in terms and conditions

- Supra shall give notice to the borrower of any change in the terms and conditions including disbursement schedule, interest rates, service charges, prepayment charges, etc.
- Any changes in interest rates and charges shall be effected only prospectively. The loan agreement shall contain the necessary provisions in this regard.
- Decision to recall / accelerate payment or performance under the agreement shall be in consonance with the loan agreement.

Regulation of Excessive Interest charged

- The Company has laid down appropriate internal principles and procedures in determining interest rates and processing and other charges.
- The Company has adopted an interest rate model taking into account cost of funds, margin and risk premium for determining rate of interest to be charged for loans and advances.
- The rate of interest to be charged depends much upon the gradation of the risk of borrower viz. the financial strength, business, regulatory environment affecting the business, competition, past history of the borrower etc.
- The rate of interest will be annualised so that the borrower is aware of the exact rates that would be charged to the account.

General

- Supra will refrain from interference in the affairs of its Borrower except for the purposes provided in the terms and conditions of the respective loan agreement (unless new information, not earlier disclosed by the Borrower, which may come to the notice of Supra).
- In case of receipt of request from the Borrower for transfer of Borrower account, the consent or otherwise i.e. objection of Supra, if any, is generally conveyed to such **Borrower within 21 days from the date of receipt of the Borrower's request**. Such transfer will be as per transparent contractual terms in consonance with all the applicable laws.
- In the matter of recovery of outstanding dues of its Borrower, Supra does not resort to undue harassment viz. persistently bothering the borrowers at odd hours, use of muscle power for recovery of loans/dues, etc. Training will be imparted to ensure that staff is adequately trained to deal with customers in an appropriate manner.

Grievance Redressal Mechanism

- Supra has a system and a procedure for receiving, registering and disposing of complaints and grievances in its registered office.
- The Company's Board would lay down a grievance redressal mechanism to resolve complaints. Such a system would try to dispose off and settle disputes at the next higher level.
- The Company would let customer know where to find the company's procedure of handling complaints fairly and quickly.

- To redress their grievances, applicants / borrowers may write to the designated senior official at the address below, clearly stating the nature of their grievance along with necessary documents, if any.
- A copy of the same will be returned to the borrower with dated acknowledgement.
- By letter:

To,
Kishor A. Shah (Officer in charge)
Supra Pacific Management Consultancy Limited
402, 4th Floor, Apollo Complex,
R K Singh Marg, Andheri East,
Mumbai – 400069
Maharashtra
Tel: 022-28240444
Email: info@suprapacific.com

Complaints will be entertained after verification with the complainant within a reasonable time. To enable us to contact and verify the information person's correct contact details is essential.

In case complaint does not receive response from the company within reasonable time or is dissatisfied with the response received, a person may approach to RBI at its respective address:

To,
Reserve Bank of India,
Department of Non-Banking Supervision,
Mumbai Regional Office
3rd Floor, RBI Building,
Opp. Mumbai Central Railway Station,
Near Maratha Mandir,
Byculla, Mumbai – 400 008

Customer Protection

We will treat **our all customers'** personal information as private and confidential and will not reveal details of **customers'** dealings with us to a third party, except as provided herein and in the following exceptional cases:

- a) If we have to give the information by law or to credit rating agencies/ CIBIL etc.
- b) If there is a duty towards the public to reveal the information.
- c) In case of continue default – as company may think fit to regularize the account.

.....