

CASHTREE FINANCE PRIVATE LIMITED

Fair Practices Code

Important definitions

1. CASHTREE Finance Pvt Ltd: Shall mean the organization 'CASHTREE Finance' for which this Fair Practice Code has been framed.
2. Board: Shall mean the Board of directors of CASHTREE Finance.
3. Code: Shall mean the Fair Practice Code, as amended from time to time.
4. Borrower/Customer: Shall mean any existing or prospective borrowers/customers of CASHTREE Finance.

Purpose

This has reference to RBI Circular No. RBI/2015-16/16 DNBR (PD) CC.No.054/03.10.119/2015-16 13 dated 01st July 2015, wherein the Reserve Bank of India (RBI) has revised the guidelines on Fair Practices Code for NBFCs ('Guidelines') to implement the same. The said Guidelines have been incorporated as a part of the Master Direction - Non-Banking Financial Company - Systemically Important Non-Deposit taking Company and Deposit taking Company (Reserve Bank) Directions, 2016 dated September 01, 2016 (updated as on February 22, 2019) ('RBI Master Directions').

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 Master Directions. The Code 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.

This Code applies to all Customers including those with any complaints / enquiries as posted on social media / any other media and the Company encourages all customers to reach out to the below platforms as required.

Objective

The Code has been developed with an objective of:

- Ensuring fair practices while dealing with Customers to promote a fair and cordial relationship with them.
- Greater transparency enabling Customers in having a better understanding of the product and taking informed decisions.
- Building Customer confidence in the Company.
- Follow good, fair, and transparent business practices by setting reasonable standards in dealing with customers.
- Encourage market forces, through fair competition, to achieve higher operating standards.
- Recovery and enforcement, where necessary, is conducted following due process of law.

Commitment

- CASHTREE Finance shall always do its best to act fairly, reasonably and meet the standard practices prevalent in the industry.
- CASHTREE Finance shall abide by all the relevant laws, regulations and meet the ethical principles of integrity and transparency during its interaction with Borrowers.
- While interacting with customers, the Company shall take all steps as may be required to provide clear information either in English or Hindi or the appropriate vernacular language regarding:
 - a) Its various products and services.
 - b) The terms and conditions, the interest rates/service charges.
 - c) Benefits available to customers and the implications, if any.
 - d) Contact persons for addressing the queries, if any.
- The Code will be made available on its website.
- CASHTREE Finance shall treat the information relating to Borrowers as strictly confidential and shall not share any information, unless required under law or waived or permitted by the Borrower.
- CASHTREE Finance shall take necessary steps to inform its Borrowers of their right to information regarding their account and the facilities available to them.
- CASHTREE Finance shall inform its Borrowers of all financial information such as rates of interest, charges, method of calculation etc. prior to entering any transaction.

Applications for Loans and their processing

- CASHTREE Finance mainly offers Working capital loan to its Customers, in the SME segment, wherein the Borrower would require assistance as compared to mid-large corporate clients who are well versed and equipped with financial market business.
- CASHTREE Finance in the normal course of business shall always endeavour to guide its Borrowers about the process and procedure to be followed for availing a loan.
- The 'Loan Application Form / appropriate documents' of CASHTREE Finance will include all information that is required to be submitted by the Borrower. Necessary information will be provided by CASHTREE Finance to facilitate the Borrower in making a meaningful comparison with similar terms and conditions offered by other Non-Banking Finance Companies (NBFCs) and taking an informed decision based on the aforesaid comparison. Further, the Content of the Agreement is explained to the Borrower in vernacular language.
- The 'Loan Application Form/ appropriate documents' of CASHTREE Finance may also indicate the list of documents required to be submitted by the Borrowers along with the Loan application Form.
- Each Loan Application Form submitted by the Borrower shall be considered independently on merit, upon scrutiny of all the information, documents required for verifying the title of the property, identity of the person, entity and security to be offered, including guarantees, if any.
- CASHTREE Finance shall carry out Borrower's due diligence to ascertain the credit worthiness of Borrower which will be an important parameter in taking decision of the application before sanctioning or rejection of any Loan Application Form.
- CASHTREE Finance has a mechanism of giving an acknowledgement for receipt of Loan Application Form to its Borrower for availing loans. CASHTREE Finance would inform the Borrower about its decision within reasonable period from the date of receipt of all the required information in full.

Loan appraisal and terms/conditions

- CASHTREE Finance shall convey in writing to the Borrower by way of a sanction letter or otherwise, the amount of limit sanctioned along with all the terms and conditions including the

annualized rate of discount/ interest and method of application thereof and keep the acceptance of these terms and conditions by the borrower on CASHTREE finance's record.

- Any clause relating to penal interest charged for late repayment will be specified in bold in the loan agreement.
- CASHTREE Finance shall furnish a copy of the loan agreement as understood by the borrower along with a copy of each of all enclosures quoted in the loan agreement to all the borrowers at the time of sanction/disbursement of loan.

Disbursement of loans (including changes in terms and conditions)

- Through its published website or as appropriate, if specific to a Customer, CASHTREE Finance will give notice to Vernacular Language as understood by its Borrower(s), of any change in the terms and conditions of the sanction, including but not limited to disbursement schedule, interest rates, service charges, prepayment charges, etc. CASHTREE Finance will also ensure that changes in discount/ interest rates and charges are affected only prospectively.
- CASHTREE Finance's decision to recall/ accelerate payment or performance under an agreement will be in consonance with the respective loan agreement.

Collection of dues

- CASHTREE Finance shall provide the Customers with all the information regarding their dues and provide reasonable time for payment of the same.
- CASHTREE Finance shall release all securities (if any) on repayment of all dues or on realization of the outstanding amount of loan subject to any legitimate right or lien for any other claim they may have against the Borrower. If such right of set off is to be exercised, the Borrower shall be given notice about the same with full particulars about the remaining claims and the conditions under which CASHTREE Finance is entitled to retain the securities till the relevant claim is settled/ paid.
- CASHTREE Finance shall while protecting its interest adopt reasonable and lawful measures to recover its dues from defaulting Borrowers, including the use of persuasive methods for the purpose of collection of its dues.
- CASHTREE Finance shall ensure that the staff is adequately trained to deal with the Customers in an appropriate manner.

Other guidelines

- CASHTREE Finance 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 CASHTREE Finance).
- In case of receipt of request from the Borrower for transfer of borrower account, the consent or otherwise i.e. objection of CASHTREE Finance, 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, CASHTREE Finance 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

- In the present competitive scenario, excellent customer service is an important tool for sustained business growth. Customer complaints are part of the business life in any corporate entity. At CASHTREE Finance, Customer service and satisfaction are our prime focus. We believe that providing prompt and efficient service is essential not only to attract new

Customers, but also to retain existing ones. CASHTREE Finance has come up with a lot of initiatives that are oriented towards providing a better Customer experience and an efficient grievance redressal mechanism with a view to providing enhanced experience to our Customers. In order to make CASHTREE Finance's redressal mechanism more meaningful and effective, a structured system has been built. This system would ensure that the redressal sought is just and fair and is within the given frame- work of rules and regulation.

Purpose/Key Commitments

CASHTREE Finance key commitments towards its Customers are:

- To ensure fair treatment of all Customers.
- To resolve grievances and complaints in a timely manner.
- To take time to fully understand the Customers' questions and to respond in the most helpful way possible.
- To educate Customers about the redressal mechanism and the designated officials to be contacted for resolving issues/ complaints. Importantly, CASHTREE Finance takes the privacy and dignity of our Customers very seriously and always treats its Customers fairly and in a courteous manner.

Machinery to handle Customer complaints/ grievances

Customers who wish to provide feedback or send in their complaint may use the following channels between 10:00 am and 6:00 pm, on Monday to Friday (except on national holidays).

- (1) Internal Machinery to handle the customer complaints
Call our Customer Service Helpline on 1800 120 8804 (Toll free) (10:00 AM to 06:00 PM – on all days, except on national holidays)
- 1) Email us at info@cashtree.co.in or visit to www.cashtree.co.in
- 2) Write to us at the mentioned address: CASHTREE Finance Private Limited, A-44A, Sector-16 Noida-201301 Uttar Pradesh (India)

(2) In case the complaint is not resolved within the given time or if he/she is not satisfied with the solution provided by CASHTREE Finance, the customer can approach the Nodal Officer and Grievance Redressal Officer:

Name Ms. Shalini Gosain

Designation Nodal Officer and Grievance Redressal Officer

Contact Number +91- 120 4222818

Email ID info@cashtree.co.in

The Grievance redressal Officer will be available during office hours to receive the grievance of all customers. In the event of the Grievance redressal Officer not being available the head of customer support team shall attend the customer.

After examining the grievance, the Grievance redressal Officer will send the final response within 30 working days of the receipt of the complaint/ grievance. During this time, Customers can write into us to check on the status of their grievance, and we will endeavour to respond to them as quickly as possible.

Certain types of cases might need additional time due to the nature of the activities involved, for e.g. retrieval of documents. The Company will inform the Customers of such delay and provide expected timelines for resolution of the complaint.

If the complaint/dispute is not redressed within a period of one month, the customer may appeal to Officer-in- Charge of the Regional Office of Department of Non-Banking Supervision of RBI under whose jurisdiction the Registered Office of the CASHTREE Finance Pvt Ltd falls. The details of DNBS is as given below:

RBI Ombudsman – NBFC Reserve Bank of India, Sansad Marg new Delhi-11001, Telephone No.011-23724856, Fax No. 011-23725218-19 Email: cms.nbfconewdedelhi@rbi.org.in

1. Mandatory display requirements

CASHTREE Finance has the following in all our branches:

- Appropriate arrangement for receiving complaints and suggestions.
- Display of the name, address, and contact number of the Complaint Redressal Officer

The process of the grievance redressal unit will ensure closure of all complaints to the Customers' satisfaction. They will ensure that the complaint is escalated to the appropriate levels in case it is not possible to resolve at his/her level. Whilst the ultimate endeavour is to ensure we reach a situation where our Customers do not have to complain to senior management to get an effective redressal, we have put in a robust mechanism to handle these complaints, review them from a point of view of understanding reasons for the complaint and for the escalation and working on prevention of recurrence thereof.

2. Time frame

To register complaints, the Customers may use any of the channels mentioned above (refer point (a) on Internal Machinery to handle the customer complaints). If the complaint has been received in writing, CASHTREE Finance will endeavour to send an acknowledgement / response within a week. Once the matter is examined, CASHTREE Finance endeavours to either send a final response to the Customer or an intimation seeking more time within one month upon receipt of complaint.

Complaints that are received at our end will be seen in the right perspective and would be analysed from all possible angles. The communication of CASHTREE Finance's stand on any issue will be provided to the customers. Complaints that require some time for examination of issues involved will be acknowledged promptly.

Certain types of cases might need additional time due to the nature of the activities involved, for e.g. retrieval of documents. CASHTREE Finance will inform the customers of such delay and provide expected timelines for resolution of the complaint.

The aforesaid Policy will be reviewed periodically /revised as and when there are any new changes incorporated by CASHTREE Finance in handling complaints / grievances of the customer which includes introduction of new grievance channels, if any.

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 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, history of the Borrower etc. The rate of interest and total interest amount to be charged over complete tenure of loan will be communicated so that the Borrower is aware of the exact interest liability that would be charged to the Borrower. It shall also be made available on the website of CASHTREE

Finance or published in the relevant newspapers. The said information published in the website or otherwise shall be updated whenever there is a change in the rates of interest.

The Board of CASHTREE Finance has laid out appropriate internal principles and procedures for determining interest rates, processing, and other charges.

Review of the Code

The CASHTREE Finance Board shall conduct annual review of the compliance of the Fair Practice Code and the functioning of the grievance redressal mechanism at various levels of management. The Grievance redressal Officer shall review the compliance of this Code every six months and a consolidated report of such review may be submitted to the Board.

Confidentiality

CASHTREE Finance shall collect personal information that it believes to be relevant and required to understand the customers profiles and conduct its business. The Company shall treat all personal information of customers as private and confidential and shall not divulge any information to a third person unless required by any law or Government authorities including Regulators or Credit agencies or where the sharing of information is permitted by the customer. If company shall avail services of any third party for providing support services, Company shall require that such third parties handle customers personal information with the same degree of confidentiality.

Advertising, Marketing and Sales

The Company shall ensure that all advertising and promotional material is clear, and not misleading. The Company may, from time to time, communicate to customers various features of their products availed by them. Information about their other products or promotional offers in respect of products / services may be conveyed to customers only if he / she has given his / her consent to receive such information / service.

Guarantors

When a person is a guarantor to a loan, company shall inform him/her the following under acknowledgement:

Letter/ Deed of Guarantee stating the terms of liability as guarantor. Company shall keep him/her informed of any default in the servicing of the loan by the borrower to whom he/she stands as a guarantor.

Credit Bureau/ Reference agencies

The Company may give information to Credit Bureau/ Reference agencies about the personal debts, the customer owes to it if:

The customer has fallen behind with his / her payments

Legal proceedings have been initiated against the customer to recover the dues.

Debts settled through legal recourses against the customer.

It is mandated by law/arrangement with Credit Bureau to provide the information of all such customers to such agencies. A clause to this effect has been included in the Loan Agreement seeking the customers consent to share information on his loan with Credit Bureaus.