



Aatma

Aatma Capital Private Limited

CIN: U65990TN2018PTC126529, PAN: AARCA7177Q

Phone No: 044-28254245, E-mail: customercare@aatmacapital.com

FAIR PRACTICES CODE

This Fair Practices Code has been prepared in compliance with the “Guidelines on Fair Practices Code for NBFCs” issued by the Reserve Bank of India and aims to provide its borrowers an effective overview of the practices followed by the Company, to enable borrowers to take informed decisions in respect of the financial facilities and services offered by the Company. The Code seeks to set out and continually improve upon, standards for fair and transparent business practices to be followed by the Company while dealing with its customers (which term denotes, depending upon the context, persons who are or may become the Company’s customers, whether as borrowers or guarantors of loans).

A) Applications for loans and their processing

The Company will put loan applications through a process of due diligence to assess whether the loans sought will conform to its current lending policies and meet its credit and legal requirements.

All communications to the borrower shall be in the vernacular Language.

Loan Application Forms 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 with the application form.

The Company would give acknowledgement for receipt of all loan applications. The time frame within which loan applications shall be disposed of is also indicated in the acknowledgement.

The Company would verify the loan applications within a reasonable period of time and if additional details / documents are required, it would intimate the borrowers immediately.

B) Loan appraisal and terms/conditions

The Company would convey in writing to the borrower by means of sanction letter, the amount of loan sanctioned along with the terms and conditions including annualized rate of interest and method of application thereof. The Company would keep the acceptance of these terms and conditions by the borrower on its record. The Company should mention the penal interest charged for late repayment in bold in the loan agreement.

The Company furnishes a copy of the loan agreement preferably in the vernacular language or a language as understood by the borrower along with a copy each of all



Aatma Capital Private Limited

CIN: U65990TN2018PTC126529, PAN: AARCA7177Q

Aatma

Phone No: 044-28254245, E-mail: customercare@aatmacapital.com

enclosures quoted in the loan agreement to all the borrowers at the time of sanction / disbursement of loans.

C) Disbursement of loans including changes in terms and conditions

The Company would give notice to the Borrower of any change in the terms and conditions including disbursement schedule, interest rates, service charges, prepayment charges etc. The Company would also ensure that changes in interest rates and charges are effected only prospectively. A suitable condition in this regard would be incorporated in the loan agreement.

Decision to recall / accelerate payment or performance under the agreement will be in consonance with the loan agreement.

The Company would release all securities 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 the Company may have against the borrower. If such right of set off is to be exercised, the borrower will be given notice about the same with full particulars about the remaining claims and the conditions under which the Company is entitled to retain the securities till the relevant claim is settled/ paid.

D) General

The Company will refrain from interference in the affairs of the borrower except for the purposes provided in the terms and conditions of the loan agreement (unless new information, not earlier disclosed by the borrower, has come to the notice of the Company).

In case of receipt of request received in writing for transfer of borrowal account, either from the borrower or from a bank/financial institution, which proposes to take over the account, the consent or otherwise i.e., objection of the Company, if any, would be conveyed within 21 days from the date of receipt of request. Such transfer will be as per transparent contractual terms in consonance with law.

The Company would not discriminate on grounds of sex, caste and religion in the matter of lending. However, this does not preclude the Company from participating in credit-linked schemes framed for weaker sections of the society.

In the matter of recovery of loans, the company would not resort to undue harassment viz. persistently bothering the borrowers at odd hours, use of muscle power for recovery of loans, etc. The Company's staff are adequately trained (including not to behave rudely with the customers) to deal with the customers in an appropriate manner

The company shall ensure that its publicity and promotional literature and other materials are not misleading



Aatma Capital Private Limited

CIN: U65990TN2018PTC126529, PAN: AARCA7177Q

Aatma

Phone No: 044-28254245, E-mail: customercare@aatmacapital.com

The Company shall treat as confidential non-public private information it receives about its customers in the course of its business, and shall not disclose the information to others except where:

- required by law or by a judicial, quasi-judicial, or regulatory authority; or
- the Company is obliged to disclose in the public interest; or
- the Company's interests require disclosure or
- the customer has consented to or asked for such disclosure

E) Disclosure to Credit Reference Agencies:

- The customer shall be informed that the details of the customer's account shall be passed on to credit reference agencies
- The Company may give credit reference agencies other information about the customer's account if the customer has given his / her permission to do so
- The Company shall, if demanded by the customer, furnish a copy of the information submitted to the credit reference agencies

F) Complaints & Grievances

The Company shall address/respond to all complaints/grievances within a reasonable time and shall update the customer as to the status of redressal of the complaints /grievances.

A review of compliance of the Fair Practices Code and the functioning of the grievance redressal mechanism would be done at various levels of management regularly and a consolidated report of such reviews will be submitted to the Board of Directors once in 6 months.

Mrs. Meenakshi Jayaraman, Head Compliance, No.3, 6th Floor, Apex Plaza, Nungambakkam High Road, Nungambakkam, Chennai – 600034. Tel: 044 2825 4245, Email: meenakshi@aatmacapital.com is the Grievance Redressal Officer under the Fair Practices Code who can be approached by the public for resolution of complaints against the Company.

If the complaint / dispute is not redressed within a period of one month, the customer may appeal to the Officer-in-Charge of the Regional Office of Department of Non-Banking Supervision (DNBS), Reserve Bank of India, Fort Glacis, Rajaji Salai, Chennai 600 001, Tamil Nadu, Tel: 044 25393406, under whose jurisdiction the registered office of the Company falls.

For the benefit of our customers, the above information on “grievances” will be displayed at our branches / places where business is transacted. In addition, drop box facility may be kept at all branches to enable complaint letters to be physically



Aatma Capital Private Limited

CIN: U65990TN2018PTC126529, PAN: AARCA7177Q

Aatma

Phone No: 044-28254245, E-mail: customercare@aatmacapital.com

lodged by the customers; a mechanism for maintaining logbook for the same may be implemented.

G) Regulation of excessive interest rate charged

The Company shall follow the appropriate internal principles and procedures in determining interest rates and processing and other charges in line with the approved policies from time to time.

The rate of interest specified for each loan is at(monthly) rests, with the corresponding annualized rate being arrived at through Company's interest rate model which takes into account relevant factors such as cost of funds, margin and risk premium. The decision to give a loan and the rate of interest thereon are carefully assessed on a case by case basis based on multiple factors which may include the borrower's cash flows (past, current and projected), borrower's other financial commitments, the borrower's credit record, the security for the loan as represented by underlying assets or other financial guarantees etc. Such information is gathered based on information provided by the borrower, credit reports, market intelligence and information gathered by field inspection.

The Company shall follow the interest rate model adopted and approved by the Board and made available on the website. The rate of interest and the approach for gradations of risk and rationale for charging different rate of interest to different categories of borrowers will be disclosed in the application form and communicated explicitly in the sanction letter.

H) Copies of the Code

This Code will be posted on the Company's website, and copies may also be obtained from its corporate and other offices.

I) Review of the Fair Practices Code

The Board shall review compliance with respect to all aspects of the Fair Practices Code annually.