Branch address seal



Registered Office: 29/1, Sir. M N Krishna Rao Road, Basavanagudi, Bengaluru – 560 004

Grievance Escalation: For unresolved grievances please write to the Grievance Redressal Officer at the above address or E-mail: grievance.redressal@canfinhomes.com

# FAIR PRACTICES CODE

Can Fin Homes Ltd. is a public limited company incorporated under Companies Act, 1956, sponsored by Canara Bank and Regulated by the directives of National Housing Bank.

This Code has been formulated by Can Fin Homes Ltd. ('the Company') pursuant to the Guidelines issued by the National Housing Bank on Fair Practices Code for Housing Finance Companies vide its circular bearing No. NHB (ND)/DRS/POL-No.16/2006 dated September 05, 2006 and amendments communicated by NHB from time to time, latest being circular dated 24/04/11.

The said Code is meant to promote good and fair practices, increase transparency, encourage market forces, and promote fair and cordial relationship between the borrower/customer and the Company and to foster confidence of the customer in the Company.

# **Objective:**

Our main business is extending loans for purchase / construction / extension / repairs / renovation etc. of houses, apartments etc., for purchase of residential sites / other mortgage related loans (other than housing) and acceptance of deposits from public.

The objective of the code, is primarily to ensure fair and transparent transactions with all our customers. This will also facilitate the customers to have a better understanding about our products and the various charges levied by the Company. The following Fair Practices Code shall be followed by the Company.

# I THE FAIR PRACTICES CODE (FPC) FOR LENDING

- The Company will publish salient features of all loan products, interest rate range of contracted loan for different categories of advances granted to individual borrowers, mean interest rates, Annual percentage of rates (APR), total fees and charges applicable on various types of loans. (Please refer Para II) and deposit products (Please refer Para III) in the Company website <u>http://www.canfinhomes.com</u>.
- 2. The Company would publish the Schedule of Charges, Rate of Interest on various loan/ deposit products, extension of tenure of the loans, offer of concessions etc. The amount of refundable fees in case of non-acceptance of the application, pre-payment options, waiver of collection of charges etc. so that meaningful comparison with that of other Housing Finance Companies (HFCs)/banks can be made by the prospective borrowers to enable them to take informed decisions. {Para VIII. (4) to (10)}
- 3. The Company would indicate the time frame within which loan applications containing full information/ details/documents will be disposed off.
- 4. The Company would verify the loan applications within a reasonable period of time. If additional details/documents are required, it would intimate the applicants/borrowers immediately thereafter.
- 5. The Company would ensure that there is proper assessment of credit applications submitted by the applicants /borrowers.

- 6. The Company would carry out proper due diligence on creditworthiness of applicants/ borrowers notwithstanding the stipulation of any security and margin made by it. The Company will pass the customer's information/ account details to Credit Information agencies/TPAs/ Statutory/ Regulatory Authorities for this purpose.
- 7. The Company would make proper assessment of the credit needs of the borrowers in order to take care that the credit limits which are sanctioned, meet the genuine requirement of such borrowers.
- 8. The Company would convey to the applicants/borrowers concerned that the Credit limits sanctioned to them along with the terms and conditions thereof (in duplicate) and obtain their specific acknowledgement for acceptance of the same, for its records. The copy of the FPC is also provided along with sanction letter for the information of the applicants/ borrowers.
- As per NHB guidelines "NHB/ND/DRS/ Misc. Circular No.12/13 dt.08/05/13 and NHB/ND/ DRS/ Pol.No.54/ 2012-13 dt.05/04/13", the Company will issue Most Important Terms and Conditions (MITC) agreed at the time of sanction/ disbursement of the loan to the borrower and obtain his/her acknowledgement in the duplicate copy of MITC. As per NHB circular No. NHB (ND)/DRS/Policy Circular No.70/2014-15 dt.20/04/15, the

Company will display such additional information and MITC in the notice Board of the Company in the prescribed format and website of the Company from time to time.

- 10. While conveying the terms & conditions and other covenants governing the loan details stipulated by the Company in writing to the applicant/ borrower, the name and designation of the Authority of the Company, as per whose orders the sanction communication has been released, would also be duly indicated therein.
- 11. The Company would ensure timely disbursement of loans sanctioned in conformity with the terms & conditions of sanction and compliance of such terms & conditions by the borrower/s/ Guarantors.
- 12. Details of the loan/deposit products, Schedule of charges, ROI (card rates) for loans & deposits will be published in our website <u>www.canfinhomes.com</u> and on the notice boards of all branches from time to time. As and when changes are effected on the ROI on loans & deposits (upward revision & downward revision), schedule of charges, terms & conditions, guidelines stipulated by NHB etc. will be published in the website and displayed in branch notice boards immediately. <u>No written communication will be sent to customers/ borrowers/ guarantors individually.</u>
- 13. Whenever upward revision in the rate of interest for loans is effected, same is applicable prospectively to all loans including those already sanctioned and outstanding on the date of change in ROI. SMS on such increased ROI will be sent to the mobile number registered with the Company.
- 14. In the case of loans where repayments are not forthcoming, ECS/PDC's are returned, perfection of securities not completed within stipulated time, accounts reported in SMA category, then such accounts, at the discretion of the Company, will be reviewed at periodical intervals and will be re-risk rated (S1/S2+/S2/S3) as the case may be and ROI applicable to the respective risk category will be charged. Enhancement in the ROI, if any, consequent upon such risk rating will be communicated to the borrower by SMS alerts to the mobile number registered with the Company.
- 15. Whenever there is any revision/reset in ROI, borrower shall have the following options:
  - i) Agreeing to pay the applicable enhanced EMI prospectively.
  - ii) Extend the tenure of the loan subject to maximum tenure extendable under the respective loan product/purpose or highest income holder reaching age of maximum 70 years, whichever is earlier.
  - iii) Pay applicable lump sum prepayments (to be arrived/provided by the company) and continue the same EMI.
  - iv) Continue the same EMI/Enhancement in EMI and extend the tenure of the loan subject to maximum tenure extendable under the respective loan product/purpose or highest income holder reaching age of maximum 70 years, whichever is earlier.
  - v) Any increase in the EMI/tenure or both on account of revision/reset in ROI will be communicated to the borrower by SMS alerts to the mobile number registered with the Company.

It shall be the responsibility of the borrower to visit/ contact the branch and opt any one of above 4 options in writing. If the borrower does not visit/ contact, then the option (iv) will be exercised by the company automatically /prospectively and SMS will be sent to his/her mobile number registered with the company.

- 16. <u>In respect of such of those loan accounts where ROI has been increased</u>, there will be a corresponding increase in the EMI such that the EMI is sufficient to get the loan closed within the balance tenure. The borrower shall also have the option for Enhancement in EMI or elongation of tenure or for a combination of both options and Pay applicable lump sum prepayments (to be arrived/provided by the company) and continue the same EMI as outlined in the above Para 15.
- 17. Whenever <u>downward revision</u> is effected in the ROI (card rates) for loans, same is applicable for new loans granted prospectively. In respect of old loans, borrowers will have the option of availing the benefit of reduced interest rate by switching over to the quarterly reset of ROI mode as enumerated below:

The automated system of risk rating on anniversary basis and reset of ROI on quarterly basis which facilitates quarterly resetting of ROI on the basis of risk rating has come in to force effective from 01/01/2024. Vide this process:

- The risk rating of all the live loan accounts under annual reset mode and quarterly rate of interest reset mode is reviewed and re-risk rated on an anniversary basis
- The accounts will be reviewed and rate of interest will be reset according to the risk rating of the borrowers.

### Loans availed before 01/04/2017:

i) The borrowers who have availed loan before 01/04/2017 (not switched over to annual reset scheme during 01/04/17 to 31/12/23) are given an option to switch over to the quarterly rate of interest resetting mode by executing a link letter which forms a part of the loan documentation. If the borrower executes the link letter then the rate of interest reset scheme will become applicable on quarterly basis, i.e. from the month subsequent to month of submission of the link letter (without IAC).

ii) If the borrower doesn't execute the link letter, the loan account shall not be eligible for the quarterly rate of interest reset scheme and the account shall carry the existing rate till the next revision and upward revision, if any in the ROI is applicable, to the loan account prospectively till such time the borrower opts for quarterly rate of interest resetting mode.

### Loans under annual reset scheme as on 31/12/23:

i) All loans availed after 01/04/17 to 31/12/23 and loans availed before 01/04/17 (which are under annual reset scheme by submitting link letter) will be due for resetting after 1 year to the prevailing card rate and so on.

ii) The ROI will remain the same for one year from the date of grant of the loan/effective date of annual reset and in case of any revision in rate of interest by the company during the anniversary period shall not be applicable to those loans before the reset date.

iii) All borrowers who are under annual reset scheme are eligible to opt for switch over to quarterly rate of interest resetting mode by executing the link letter which will form a part of the loan document.

iv) During the anniversary period, in case of further reduction in ROI, the borrower has the option to get the benefit of the reduced rate by switching over to quarterly rate of interest resetting scheme by executing the link letter. Such reduced rate will remain in force for three months from the date of such reset and account will become due for reset of ROI after three months from that date.

v) If the borrower executes the link letter at any time after 01/01/24, then the quarterly rate of interest reset scheme will become applicable from the subsequent month of submission of the link letter.

The revised ROI (i.e. the card rate for the product as on the first day of the succeeding month) shall become applicable from the subsequent month and will continue for three months from the date of reset. Any revision in rate of interest during the quarterly period will not be applicable.

**vi)** If the borrower does not submit the signed link letter such accounts are not eligible for the quarterly rate of interest reset scheme and the accounts shall continue under annual reset scheme till such time they switch over to quarterly rate of interest resetting by executing the link letter.

### Loans sanctioned after 01/01/24

i) All loans availed after 01/01/24 will be due for rate of interest resetting after 3 months, i.e. from May, 2024 onwards. For example, a loan granted during Jan, 2024 will be reviewed and reset on 01/05/24 to the prevailing card rate and so on.

**ii)** The ROI will remain the same for three months from the date of grant of the loan and in case of any revision in rate of interest by the company during the quarterly period shall not be applicable to those loans before the reset date.

iii) During the quarterly period, in case of further reduction in ROI, the borrower has the option to get the benefit of the reduced rate after payment of applicable interest adjustment charges without any ceiling (i.e. 0.50% of the loan outstanding without any ceiling) such reduced rate will remain in force for three months from the date of such reset and the account will become due for review after three months from that date.

- 18. <u>Method of appropriation of bulk payments from borrowers</u>:
  - i. The bulk payment made by the borrowers <u>with specific instruction</u> for advance payment will be considered as advance EMI payments. Such advance EMI will not be credited in the loan account, but held as advance EMI separately and the same will be adjusted to the EMIs when it becomes due in the account.
  - ii a. Any amount paid by the borrower without any specific instructions to appropriate towards part-prepayment / advance payment (through online, across the counter or otherwise) will be considered as advance payment by default and will not be credited to the loan account, but held as advance EMI separately and the same will be adjusted to the EMIs when it becomes due in the account.
    - b. In respect of loans where there are no delinquencies in the past 12 months, but presently having LS Excess EMI of more than one month, the same will be adjusted at the beginning of every succeeding quarter to the credit of respective loan accounts as against the year-end i.e., 31<sup>st</sup> March applicable at present. The schedule balance will be accordingly realigned in these accounts.
    - c. In respect of loans where there are no delinquencies in the past 12 months, but presently haying LS Excess EMI of less than One EMI, the amount remaining in the LS Excess EMI account will be credited to the loan account at the time of year end i.e., 31<sup>st</sup> March.
  - iii. If the borrower opts for part prepayment (of Principal) then the amount will be credited to his loan account, with or without change in EMI (as per choice of borrower, provided that at least the prepayment amount is equal to or more than 5 EMIs) at the specific request of the borrower.
  - iv. The advantage of both principal deduction and advance EMI to any customer cannot be provided by the Company together at the same time and against the same amount.

### 19. <u>Request for reduction of EMI shall be considered only in the following circumstances:</u>

- i. Any pro-rata reduction in the amount of EMI on account of restriction of the loan amount/ cancellation of unavailed limit at the specific request of the borrower to keep the same tenure of the loan.
- ii. Any pro-rata reduction in the amount of EMI at the specific request of the borrower on account of bulk/ lump sum pre-payment of the loan by the borrower to keep the same tenure of the loan. In respect of Prepayment, customer will have the option of reduction in EMI only in cases where such prepayment is equivalent to minimum 5 EMIs.
- 20. It is the borrower's responsibility to register the correct postal address, E-mail ID, Telephone Number & Mobile Number and any other means of communication with the relevant branch of the Company, intimate any changes and get the same registered in the relevant branch. Proper acknowledgement of intimation of such changes shall be obtained from the branch by the borrower.
- 21. The Company will publish FPC/ MITC updated from time to time covering schedule of charges, changes in terms and conditions etc. in the Company's official website <u>www.canfinhomes.com</u> from time to time, besides displaying in the notice board of the branch.
- 22. The Company would promptly attend to any "lender-related" genuine difficulty/ies that the borrowers may face. The Company will be concerned with sanction and disbursement of the loan, but will not offer any warranty for the property/ property related issues and the borrower should satisfy himself with the title of the property, quality of the construction, progress of the project etc.
- 23. The Company would release all securities on receiving payment of loan or realization of loans subject to any legitimate right or lien for any other claim the Company may have against Borrowers as guarantors/ co-applicant/co-owners. If such right of set off is to be exercised, the borrower would be given notice about the same with full particulars about the remaining claims and documents under which the Company is entitled to retain the security till the relevant claim is settled/ paid.
- 23.a Company would release all the original movable/ immovable property documents and remove charges registered with any registry within a period of 30 days after full repayment/ settlement of the loan account.
- 23.b. Borrowers will be given an option for collecting the original property documents either from the home branch where the loan account was serviced or from Central Documents storage Center branches (CDSC branches), as per her/his preference
- 24. The Company will store loan papers/property documents at centralized locations (fireproof environment), presently at Bengaluru-Uttarahalli, Hyderabad- Gachibowli and NCR Gurgaon or any other locations to be decided by the company, after full disbursement/ perfection of securities is ensured and audit of the branch is completed. (Refer para IX).
- 25. The Company in the normal course, would endeavor not to interfere in the affairs of its borrowers which are not either directly or indirectly related to its extending the credit facilities unless new information, not earlier disclosed by the borrowers concerned has come to the notice of the Company.
- 26. The Company will 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.
- 27. At the time of sanction or any time thereafter, the Company would inform the customer by way of sanction communication indicating the amount of the loan, tenure and periodicity of repayment process etc. However, if the borrower does not adhere to the repayment schedule, the Company shall follow normal legitimate recovery procedures like sending SMS alerts, telephone calls, emails, visiting the customer's residence/ office, re-possession etc. of the property without resorting to undue coercion. The Company is at liberty to publish the photographs of the defaulting borrowers/ guarantors in the Company's website/ Newspaper and other print/electronic media.

- 28. The Company will have Complaints Redressal Mechanism (Refer Para V)
- 29. The customer should comply with the rules of Know Your Customer (KYC), Anti Money Laundering (AML) (Refer para VII), and Customer Acceptance Policy (Para VI), as published in our website from time to time.
- 30. The Company shall treat the information relating to customers as strictly confidential and shall not share any information, unless required under law or permitted by the customer.
- 31. As per the NHB guidelines, HFC should submit the list of willful defaulters on a monthly basis to all Credit information Companies. The Company shall communicate any information relating to the borrower/s/ Guarantors to any Credit Information Companies and in case of willful default to publish the names of such borrowers/ guarantors in the website of the Company or the websites of RBI/ NHB/ Credit Information Companies from time to time
- 32. The Company's Direct Selling Agents (DSA) shall follow the code of conduct as prescribed by the Company.
- 33. The Company shall inform the guarantor/s if any, for the loan provided about quantum of liabilities as a guarantor and terms relating to the same including any changes thereof from time to time.
- 34. Upon the specific request of the customer, the Company shall provide the facility of electronic transfer of loan proceeds through NEFT/RTGS to the account of the beneficiary/ builder/ vendor and the Company.
- 35. The Company and Customer shall act fairly and diligently in dealing with each other. If the customer acts fraudulently/ negligently and/or suppresses any information, he/she will be responsible for all the losses caused to the Company and liable for criminal/ legal action.
- 36. The Company is having the customer portal facility in the website and the customer can access the accounts through such facility for obtaining Provisional/Final Interest Paid Certificate for IT purposes by properly registering the passwords with the branch of the Company where he/she is having his/her dealings. The borrower can also make payment of loan instalments by accessing Company's website www.canfinhomes.com.
- 37. Generally, all the data/ documents pertaining to any account of the customer will be purged after 8 years from the closure of the loan/account and the Company will not entertain any request for providing any information/data of such accounts after 8 years.
- 38. Copy of the loan documents along with relevant enclosures will be made available at the specific request of the borrower after completion of all documentation formalities.
- 39. After disbursement of the loan and issue of cheque in the name of the borrower/ vendor, if the purchase transaction could not be completed for whatever reasons and the cheque is recredited to the loan account, the borrower shall pay the interest at applicable rate for the period between date of debit to the loan account and closure of the loan.
- 40. In the case of loans for which the Company has availed refinance from NHB (LUH/GRHS etc.), all the terms and conditions including rate of interest advised by NHB for such loans shall be stipulated. In case, any of such loans for which refinance is availed becomes ineligible for such refinance from NHB (NPA or any other reasons), the rate of interest applicable to general scheme including penal interest, if any, shall be charged by the Company after giving due notice to the borrower/s from the date of such account becoming ineligible for refinance. Proper notification of revision in the rate of interest shall be communicated to the borrower.
- 41. Wherever, the Company has made a claim on the guarantor on account of the default made by the principal debtor, the liability of the guarantor is immediate. In case the said guarantor refuses to comply with the demand made by the Company, despite having sufficient means to make payment of the dues, such guarantor would also be treated as a willful defaulter.

42. There shall be no discrimination in extending products, services, facilities etc., including loan facilities to physically challenged / visually impaired persons on the grounds of disability. The Company shall take special efforts to make it easy and convenient for customers like senior citizens, illiterate persons and physically challenged / visually impaired persons in their dealings with us.

# II Available Loan Products

As of now, Can Fin Homes Ltd has **22** products pertaining to our lending schemes to the customers, namely, (1)Individual Housing Loans (201), (2)Site Loans (203 & 204), (3) Composite Loans (226 & 238) (Purchase of Site and Construction), (4) Personal Loans (220), (5)Mortgage Loans (205), (6) Loans against Rent Receivables (208) (LRR), (7) Loans for Commercial Properties (209) (LCP), (8) Loans for Children Education (211) (LCE), (9) Builder Loans (206), (10) Line of Credit (207) (LOC), (11) Flexi LAP (222), (12) Commercial Housing Loan (225), (13) Loan on Deposit (221), (14) Special Urban Housing Refinance Scheme – Direct (227), (15) Special Urban Housing Scheme- Indirect\_(228), (16) CFHL Top Up Loan (235), (17) CFHL Nishchint-Loan for Pensioners(236), (18) Flats under construction TPA (239), (19) IHL Cash (240), (20) Affordable Housing loan Rural [AHL-R] (241) (21) Affordable Housing loan-urban[ AHL-U] (242) (22) I-Secure Loan (243). The features of all the above products are available on our website, <u>http://www.canfinhomes.com</u>.

# III Available Deposit Products

Can Fin Homes has the following Deposit Schemes:

- i) <u>Cumulative Deposits</u>: Minimum amount of Deposit accepted is ₹20,000/- and above. The interest compounded quarterly and added at the end of each financial year or on the date of maturity, if the deposit is due for payment in between, before the end of financial year.
- ii) <u>Fixed Deposits</u>: Minimum amount of Deposit accepted is ₹10 Lakh for payment of monthly interest. A minimum deposit amount of ₹ 2 lakhs is required for interest payments at quarterly/half yearly and yearly intervals. For details of Deposits, refer to the website <u>http://www.canfinhomes.com</u>.
- iii) Exempted category of deposits: Inter-corporate deposits as specified from time to time.

The deposits are accepted for fixed period by the Company and it is the responsibility of the depositor to renew the deposit from time to time. If the deposits are not renewed for 7 years, the overdue deposit will be transferred to Investor Education & Protection Fund (IEPF) on completion of 7 years from due date of the deposit and thereafter, the depositor may claim for refund of the deposit directly from IEPF.

# IV. Direct Selling Agent (DSA)

- 1. The Company has engaged Direct Selling Agents in all branches, authorizing them to source loan proposals from eligible customers on our behalf. Separate Identity Cards given to them by the Company.
- 2. It should be noted that <u>they are not the employees of the Company</u>. They will assist the applicants by giving clarifications about the Schemes/Charges and other details.
- 3. For proposals routed through DSA's. Processing Charges are indicated in the table in para. VIII Such Processing Fees shall be paid by way of account payee cheque in favour of Can Fin Homes Ltd.
- 4. The appraisals of the proposals sourced by the DSA's will be done by our Company only and sanction/ rejection of the proposal will be at the sole discretion of the Company. Though the Legal Scrutiny/ Title verification is done by the Company through the empanelled Advocates, the Company will not give any warranty of title of the borrower. Once the loan is sanctioned, the customer is required to Deposit the title deeds in the notified branch/place and visit the concerned branch of CFHL to execute the EMT/loan documentation.
- 5. <u>No charges are payable by customers to DSAs</u>. It is to be noted that the <u>DSAs are not authorized</u> to claim any types of fees/charges directly from the customers. If any deviation is observed, same may be referred to Branch Manager for further action.

### V. Grievance Redressal Mechanism

The Company is having a systematic Grievance Redressal Mechanism. The Company aims to ensure quick and effective handling of customer grievance, as well as prompt corrective & preventive action in order to avoid recurrence.

**Matrix for escalation:** Any aggrieved customer can contact his/her home branch for quick resolution of grievance. If the branches fails to resolve the grievance or the customer is dissatisfied with the resolution offered, he/she can update his/her grievance into the Grievance Redressal Portal at the official website of the Company viz., <u>www.canfinhomes.com</u> - a state of the art web based system. (OR) Grievance can be lodged at Grievance Redressal Department Telephone Number, 09606084362 (OR) In cases where internet facility is not available or even otherwise, customers are free to send their grievance by Post to the Grievance Redressal Department. There is no prescribed format. The grievance may be addressed to the Grievance Redressal Department. Contact Details: Grievance Redressal Officer, Can Fin Homes Ltd, No 29/1, Sir. M N Krishna Rao Road, Basavanagudi, Bengaluru 560004.

**Turn Around Time (TAT):** 30 days from the date of acknowledgement of the grievance. In case of delay beyond 30 days, an interim reply with reasons for delay will be given and the grievance will be redressed within next 15 days. In case that the complainant is not satisfied with the resolution by the Company or if the issue is not resolved within 30 days from the date of acknowledgment of the complaint, the customer may approach the CRC - National Housing Bank or write to NHB at the following address and lodge a complaint online at the link http://grids.nhbonline.org.in OR in offline mode by post, in prescribed format available at link: https://nhb.org.in/citizencharter/Complaintform.pdf to following address:

Complaint Redressal Cell, Department of Regulation and Supervision, National Housing Bank 4th Floor, Core – 5A, India Habitat Centre, New Delhi – 110 003.

### VI Customer acceptance policy

- i. As per the directions of National Housing Bank guidelines, CFHL would verify the identity of the customer with proper adherence to customer identification procedure either directly or through authorized outsourcing agency appointed by the Company, before accepting duly completed application form for issuing sanction letter to loan borrowers and placement of deposits. Also CFHL shall conduct due diligence appropriate to the risk profile of the client.
- ii. CFHL shall endeavor that no account is opened in anonymous or fictitious/ benami name(s) and also endeavor that no account is opened for a customer who has a criminal background, terrorist and all other such persons prohibited by the statutory authorities.
- iii. Parameters of risk perceptions are defined in terms of the location of the customer, volume of turnover, social and financial status etc. which would enable categorization of customers into low, medium and for high risk customers requiring very high level of monitoring.

Examples of customers requiring higher due diligence include:

- a. Non Resident customers,
- b. HNIs
- c. Trust, charities, NGOs and organizations receiving donations, Companies having closed share holdings, Firms with sleeping partners,
- d. Politically exposed persons of foreign origin.
- e. Non face to face customers

iv. Those with dubious reputation as per public information available, etc.

v. Profile for each customer based on risk categorization shall be carried out and such profile shall contain information relating to the customer's identity, social/financial status, nature of business activity etc.

- vi. As per the PMLA guidelines, the documentation requirements and other information are collected from different categories of customers depending on perceived risk and periodical intervals as may be specified by the NHB/FIUIND/Govt. of India.
- vii. No account is opened or closed for a customer where we are unable to apply appropriate due diligence measures i.e. unable to verify identity and/or obtain documents required as per the risk categorization due to non-cooperation of the customer or non-reliability of the data/information furnished to us.
- viii. CFHL carries out due diligence while complying with customer acceptance policy and ensure that its implementation is not too restrictive and must not result in denial of our services to general public.

Politically exposed persons (PEPs) of foreign origin:

As explained by NHB in its circular dated April 10, 2006, CFHL exercises extra caution while dealing with politically exposed persons (PEPs). Politically exposed persons are individuals who are or have been entrusted with prominent public functions in a foreign country, e.g. Heads of States or of Governments, senior politicians, senior government/judicial/military officers, senior executives of state-owned corporations, important political party officials, etc. CFHL shall gather all the necessary information available in the public while establishing the relationship with this category of people. CFHL verifies the identity of the person and seek information about the sources of funds before accepting the PEP as a customer. The decision to open an account for PEP should obtain senior management approval. The above norms may also be applied to the accounts of the family members or close relatives of PEPs.

# VII Know Your Customer (KYC) Guidelines

The customers shall submit or provide necessary documents or proofs viz., PAN details, proof of identity, address, educational qualification, employment etc.as and when called for by CFHL as per the KYC norms, either at the time of applying for the loan and also at any later stage before closure of the account.

All personal information of customers shall be treated as private and confidential [even when the customers are no longer customers], other than in the following exceptional cases:

- a. If the information is to be given by law
- b. If there is a duty towards the public to reveal the information
- c. If our interests require us to give the information (for example, to prevent fraud)
- d. If the customer permits or consents for revealing the information.
- e. If the information is being given to Credit reference agencies
- f. The information will be revealed to the credit reference agencies without the consent of the borrower if the customer has defaulted in repayment of installments. The copy of the information so revealed may be obtained on demand and payment of necessary fee.

Full details are published in our website www.canfinhomes.com

### VIII Schedule of Interest and Charges

### 1. Interest:

- a. The rate of interest for all loans will be decided from time to time. The prime lending rate of Can Fin Homes Ltd (CFHL Prime Lending Rate) is based upon the cost of funds, tenure of the loan, borrowing/ market conditions and the risk category of the borrower etc.
- b. <u>Variable rate of interest:</u> Whenever upward/downward revision is effected in the rate of interest (card rates) for loans, same is applicable for fresh loans to be granted prospectively.
  - 1. For Loans availed prior to 01/04/2017, where borrowers have not switched over to quarterly rate of interest resetting mode by executing the link letter, only upward revision will be effective to the loan account prospectively till such time the borrower opts for quarterly rate of interest resetting mode.
  - 2. For Loans under annual reset mode, the ROI will remain the same for one year from the date of grant of the loan and in case of any revision in rate of interest by the company during the anniversary period shall not be applicable to those loans before the reset date.

However, during the anniversary period, in case of further reduction in ROI, the borrower has the option to get the benefit of the reduced rate by switching over to quarterly reset scheme by executing the link letter which form a part of the loan document. Such reduced rate will remain in force for three months from the date of such reset and the account will become due for review after three months from that date.

3. Loans under quarterly reset mode, the ROI will remain the same for three months from the date of availment of the loan and in case of any revision in rate of interest by the company during the quarterly period shall not be applicable to those loans before the reset date.

However, during the quarterly period, in case of further reduction in ROI, the borrower has the option to get the benefit of the reduced rate after payment of applicable interest adjustment charges without any ceiling (i. e .0.50% of the loan outstanding without any ceiling) such reduced rate will remain in force for three months from the date of such reset and the account will become due for review after three months from that date.

- c. Fixed rate of interest: Wherever fixed rate of interest is offered, interest remain fixed for entire loan tenor, unless borrower(s) opt for switch over to floating rate of interest as outlined in Para "m" of Schedule of Interest and charges.
- d. The rate of interest for each category of the loan and the customer is based on the credit score of the borrower/s computed at the time of sanction of the loan and the said rate of interest is also subject to review by the Company at periodical intervals.
- e. Card Rate of interest (card rate) for all products will be published in our website/ branch Notice Board from time to time. As and when changes (upward or downward) in card rates are effected, then such revised card rates will be published in our website/ branch notice board from time to time. For all the new loans, card rate will be applicable prospectively i.e. from the date of Disbursement.
- f. Interest is charged on daily products of the loan under Daily Diminishing Balances (DDB) Method only and compounded monthly.
- g. Interest is debited to all loan accounts at monthly intervals and at the time of closure, if the loan is closed before the end of the month.
- h. For NPA accounts, interest is chargeable as per Income Recognition & Asset Classification (IRAC) norms advised by NHB from time to time/ policy of the Company.

- i. Presently one-time concession of 0.05% in ROI for initial one year is available for housing loans (201) for women beneficiaries for loans upto ₹25 lac in metro/urban areas, Naval/ Air Force/ Defense personnel (both in service & after retirement) and physically challenged persons for housing loans (201) granted on and after 01/08/14.
- j. Composite Loans Rate of interest as applicable to site loan will be charged with retrospective effect, if the construction does not start within 18 months/ 36 months and borrower has not fully availed the loan sanctioned. In the case of Composite loans, though the rate of interest applicable to Housing loans is charged, EMI/PEMI shall be stipulated at the rate applicable to site loans from the beginning on the amount disbursed for purchase of site. If, the customer avails the balance of loan for construction of the house, EMI shall be re-fixed after full disbursement of the loan as applicable to housing loans. The amount paid in excess in the initial stage shall be treated as advance payment or instalment shall be re-fixed for the balance amount for the balance period. If the customer fails to avail the loan and construct the house, the loan shall be converted into a site loan immediately after completion of 18 months. The differential interest shall be debited to the account without changing the EMI.
- k. As outlined in para I.15 and I.16, whenever there is upward revision in the rate of interest, the Customer has the option of continuing the same EMI by paying any lump sum amount equivalent to increased interest liability on account of increase in the rate of interest without extending the period of the loan.
- I. In respect of loans for construction of houses/flats, pre EMI interest at card rates shall be remitted till scheduled date of completion or actual completion whichever is earlier.
- m. During reset of ROI, borrowers have an option to switch over from floating to fixed and fixed to floating, upto two times during entire loan tenor with cooling period of 2 years & switch over charges of 0.50% of the loan outstanding plus applicable GST.

### 2. Interest Adjustment charges

Whenever <u>downward revision</u> is effected in the rate of interest (card rates) for loans, same is applicable for new loans to be granted prospectively. In respect of old loan borrowers (availed before 31/12/2023) who are willing to avail the benefit of the quarterly reset of ROI shall avail the same by getting fresh risk rating done by the branches as per norms, and signing the link letter. In respect of other loan accounts (availed on or after 01/01/2024), IAC of 0.50% of the outstanding liability plus GST shall be applicable if the borrower wants to avail the benefit of any reduction in ROI before the quarterly period.

Branch Manager/ RO shall permit such conversions subject to rules of the Company advised from time to time.

### 3. Penal Interest

i) Charged @24% p.a on the delayed amount for the delayed period only. Such interest will be charged along with regular interest at monthly intervals and compounded at monthly intervals.

- ii) In respect of purchase of properties, non-receipt of sale deed within 30 days from the date of registration of the property will attract penal interest of 2% on outstanding liability from the due date for receipt of title deeds till the actual receipt of title/sale deed.
- iii) If the construction is not completed within 36/60/72 months as the case may be, then the unavailed limit will be cancelled and penal interest @ 2% to be from 37<sup>th</sup> /61<sup>st</sup> /73<sup>rd</sup>month respectively.

# 4. Processing Charges (PC)

The applicable Processing Charges (PC) are given below:

CI	Names of the	Catagory	Table	
SI. No	Names of the Product	Category	Proposals received directly from customers	Proposals routed through DSA/Marketing Officers
1	Housing Loans/ Site Loans/ composite Loans /CHL/	S & P	0.50% + GST of the loan amount, with a minimum of Rs.5000/- + GST & a maximum of Rs.25000/-	0.75% + GST of the loan amount, with a minimum of Rs.5000/- + GST and no cap on upper limit.
	Flat under construction/ IHL cash salary	SENP	0.75% + GST of the loan amount, with a minimum of Rs.5000/- + GST & a maximum of Rs.35000/-	1%+ GST of the loan amount, with a minimum of Rs.5000/- + GST and no cap on upper limit.
2	AHL-U /AHL R	S & P	0.75% + GST of the loan amount, with a minimum of Rs.7500/- + GST and no cap on upper limit.	1.00% + GST of the loan amount, with a minimum of Rs.7500/- + GST and no cap on upper limit.
		SENP	1.00% + GST of the loan amount, with a minimum of Rs.7500/- + GST and no cap on upper limit.	1.25% + GST of the loan amount, with a minimum of Rs.7500/- + GST and no cap on upper limit.
3	Mortgage loan	S & P	0.75% + GST of loan amount, with a minimum of Rs.5000/- +GST and no cap on upper limit.	1% + GST of loan amount, with a minimum of Rs.5000/- +GST and no cap on upper limit.
		SENP	1% + GST of loan amount, with a minimum of Rs.5000/- +GST and no cap on upper limit.	1.25% + GST of loan amount, with a minimum of Rs.5000/- +GST and no cap on upper limit.
4 LRR/Flexi LAP		S & P	0.75% + GST of loan amount, with a minimum of Rs.10000/- +GST and no cap on upper limit.	1% + GST of loan amount, with a minimum of Rs.10000/- +GST and no cap on upper limit.
		SENP	1% + GST of loan amount, with a minimum of Rs.10000/- +GST and no cap on upper limit.	1.25% + GST of loan amount, with a minimum of Rs.10000/- +GST and no cap on upper limit.
with a minimum of		0.75% + GST of loan amount, with a minimum of Rs.5000/- +GST and no cap on upper limit.	1% + GST of loan amount, with a minimum of Rs.5000/- +GST and no cap on upper limit.	
		SENP	1% + GST of loan amount, with a minimum of Rs.5000/- +GST and no cap on upper limit.	1.25% + GST of loan amount, with a minimum of Rs.5000/- +GST and no cap on upper limit.
6	LCP	All categories	1% + GST of loan amount, with a minimum of Rs.15000/- +GST and no cap on upper limit.	1.25 % + GST of loan amount, with a minimum of Rs.15000/- +GST and no cap on upper limit.
7	LCE	S & P	0.25% +GST of loan amount without any cap	1% + GST of loan amount, with a minimum of Rs.5000/- +GST and no cap on upper limit.
		SENP	0.25% +GST of loan amount without any cap	1.25% + GST of loan amount, with a minimum of Rs.5000/- +GST and no cap on upper limit.
8	Builder's Loan/LOC	Builder	1.75 % + GST of loan amount, with a minimum of Rs. 50,000/- +GST no cap on upper limit.	DSA/MO not applicable

9	CFHL-Nishchint	S & P	0.25% +GST of loan amount subject to maximum of Rs. 1000/- + GST	,
		SENP	0.25% +GST of loan amount subject to maximum of Rs. 1000/- + GST	,
10	CFHL -TOPUP	S & P	Rs.1000+GST	1% + GST of loan amount, with a minimum of Rs.5000/- +GST and no cap on upper limit.
		SENP	Rs.1000+GST	1.25% + GST of loan amount, with a minimum of Rs.5000/- +GST and no cap on upper limit.
11	I-Secure	All categories	Nil	Nil

### 5. Revalidation Charges

Sanction is valid for 30 days from the date of delivery of the sanction communication to the applicant. ₹500/- will be charged towards revalidation for all loans other than Builder's loan if applicant comes forward to revalidate the sanction after the due date.

### 6. Pre-closure charges: NIL for both Housing Loan and Non-Housing Loan

Not applicable to individual borrowers for term loans (HL and NHL). However, the Company at its discretion will charge commitment charges on certain category of Non-Housing Loans (builder/project loan/s), if the sanctioned limit is not utilized as per the sanction terms.

### Pre-closure charges (fixed ROI)

As per the NHB guidelines, the company at its discretion will charge the pre-closure charges at 2% plus applicable GST on outstanding liability where the loan accounts are on fixed interest rate during the loan tenure, in case the loans are taken over by other banks / financial institutions. However, no pre-closure charges will be collected if the borrowers close the loans out of their own funds.

### 7. Commitment charges

At the time of sanctioning Builder/ Project loan, the Credit Dept. shall stipulate drawdown schedule for disbursement based upon Cash flow statement. In case, the disbursements are not made as per draw down schedule/ limit not availed, commitment charge of 1% plus applicable GST on undrawn portion of drawdown schedule in Builder Loan category will be collected.

### 8. Property Valuation Report charges

Applicant should pay charges @1/8% of the assessed value of the property, subject to a maximum of ₹2500/- + applicable GST, to the Panel Valuers directly towards valuation of property. He should get the required copies of the reports, including the one for himself.

### 9. Project Appraisal Report/ Techno Economic Evaluation report

Applicant should pay the following charges directly to the valuer by way of cheque/ DD, in respect of projects involving Techno Economic Evaluation/ Project appraisal report by the Panel Valuer:

Loans from ₹1 Crore to ₹3 Crore	₹25000 + GST
Loans for above ₹3 Crore upto ₹5 Crore	₹40,000 + GST
Loans above ₹5 Crore	₹50,000 + GST

The applicant shall directly obtain the copies of valuation report from empanelled Consultant including one for him.

# 10. Miscellaneous Charges

Other charges, which are in the nature of reimbursement are tabulated below shall be paid by the applicant/ borrower:

	Table-II			
SI No.	Type of Charge	Amount	Payment/reimbursement for	
1.	Documentation charges	The actual cost with a minimum of ₹100/-	Stamping/ franking of agreement/ stamping of LEDTD for creation of mortgage	
2.	Cheque (PDC)Return Charges	₹750/- + GST	Each cheque dishonor, recoverable by debiting the respective loan accounts.	
3.	ECS/NACH Return Charges	₹750/- + GST	Each ECS return, recoverable by debiting the respective loan accounts.	
4.	Charges for Retrieval of Documents from Centralized Deposit Storage Centers (CDSC)	Actual Courier charges + ₹300/- per withdrawal + GST	Towards courier & handling cost of getting the documents from CDSC to the branch & returning the same back to CDSC during the pendency of loan (i.e. before actual closure of loan)	
5.	Safe Custody Charges Of the loan documents in respect of closed accounts	₹200/- pm + GST from the date of closure till the date of actual delivery of documents back to customers	Cost of keeping the documents in safe custody if the customer does not come forward to collect the documents after loan closure (despite sending our notice) within 2 months from the date of loan closure, should be paid by the borrowers before delivery of the documents back to them.	
6.	CERSAI charges for registration of charge for creation/ modification for loans up to and including ₹5 lac	₹150 + GST	As per NHB/ CERSAI guidelines.	
	For registration of charge for creation/ modification for Loans above ₹5 lac.	₹200 + GST		
	For satisfaction of charge	NIL		
7.	Property Insurance charges:	Actual amount of premium	Towards insuring the prime/collateral security.	
8.	Online search CIBIL/ Experian/ CERSAI charges per report	₹150 (including GST) per report	The charges are collected at the inquiry stage before the proposal is in warded. (including that of co-applicant/guarantor)	

9.	Legal Scrutiny Charges (LSR)	Actual with a Minimum of ₹1100 in all the places	The charges are to be paid by the borrower to the advocate by way of cheque through the concerned branch and a copy of LSR along with receipt to be given to the borrower.
	Encumbrance Certificate Search Report from SRO	The actual cost + minimum OPE Actual search fee incurred as per SRO receipts along with minimum OPE	To be paid by the borrowers in cash or recovered by debiting the loan accounts. To be paid by the borrowers in cash or recovered by debiting the loan accounts.
	Certified copies of documents	Actual fee incurred	To be paid by the borrowers in cash or recovered by debiting the loan accounts.
10.	Charges for Sale of Property through recovery agents.	If realized sale amount or liability: 1. Upto 20 Lakhs	3% of the realized sale amount or liability whichever is less.
		<ol> <li>2. Above 20 lakhs but upto ₹ 50 lakhs</li> <li>3. Above ₹ 50 lakhs</li> </ol>	<ul> <li>₹ 60,000 + 2.5% of the realized sale amount or liability whichever is less, exceeding ₹ 20 Lakhs.</li> <li>₹ 1, 35,000 + 2% of the realized sale amount or liability whichever is less, exceeding ₹ 50 Lakhs.</li> </ul>
11.	Property Inspection charges	₹300 + GST per inspection of the property, (from 2nd inspection onwards)	To be debited to the loan account & paid up front for inspection carried out in construction cases where disbursements are made on the basis of progress in construction
			Also inspection of the property [Prime and/or Collateral] shall be carried out annually for all the loan accounts which are outstanding as at end of March in each year and Rs 300/- as inspection charges shall be debited centrally, once in a year till the closure of the loan.
12.	Recovery Visit Charges	₹500 + GST per visit for SMA-2/NPA accounts	To be debited to the loan account & paid up front

# **11. Recovery Charges:** (If the account becomes NPA) shall be paid by the borrower

		Source Decomes IN A) shall be	-Table III
	Under Civil Law:		
a)	a) Registered/ Notice/ Through Courier	₹50/- + GST per notice, per borrower	Cost of each Registered Notice is recoverable from the borrowers.
	b)Lawyer's/Legal Notice Charges	₹500/- + GST per notice, per account	Cost of Legal Notice is recoverable from the borrowers.
	c)Suit Filing/ Execution Petition Expenses	Actual charges as applicable under State laws	Cost of Suit filing/Execution Petition expenses should be debited to the borrowers' loan accounts.
b)	Under SARFAESI Act:		
	a) Demand Notice Publication in Paper	Actual cost +GST	

b) Issue of Possession Notice	Actual Cost +GST	Cost of Demand Notice newspaper publication should be recovered from the borrowers
c) Taking Possession- through Enforcement Agency-	Minimum of ₹2,500/- + GST & maximum of ₹ 4,000/- + GST	Cost of issuing Possession Notice should be recovered from the borrowers.
i) Pre-inspection/ Pre- enforcement activities.		Towards expenses incurred in connection with Pre-inspection/pre- enforcement activities, depending upon the work/distance of travelling & actual taxi charges.
ii) For obtaining orders from District Magistrate /CJM in case of need and to assist Authorized Officer for taking possession	0.25% of the value of the property as per panel valuer's report/ liability, whichever is lower, with a minimum of 2,500/- + GST & max of 25,000/- + GST.	Cost of obtention of the orders should be recovered from the borrowers + GST
iii) Assistance in taking possession of property, preparing panchanama and other incidental	a) Symbolic possession – assistance of EA is not to be taken.	
services required for publishing possession notice.	b)Or actual possession – Upto ₹ 10,000/- + GST (depending upon the need and work involved)	Cost of actual possession charges should be recovered from the borrowers +GST

All the charges stated above are subject to revision by the Company from time to time.

# 12. Charges borne by the Company

The Company will bear the charges towards Provisional & final interest/repayment certificates/statement for Income Tax (IT) purposes, sending SMS alerts & Payments made to outsourcing agencies towards getting verification reports on applicant's employment/ residence / Bank account/ IT statements etc. for the time being. This is subject to revision from time to time and changes if any, will be published in the Company's website/ Notice Board of the branch as and when changes are made.

# 13. Insurance Cover for Loans

The Insurance cover for life of the borrower/s for the loans is not mandatory. However, such insurance at the option and request of the borrower will be obtained from the approved Companies at the borrowers cost. The borrower may also take insurance cover for his/her life and accidental cover at his cost with the approved insurance companies, the cost of which shall be borne by the borrower himself/ herself. Such insurance policy should be assigned in favor of the Company.

The insurance against the property Mortgaged should be taken at the borrower/s cost. When insurance is taken, CFHL should be made beneficiary of the policy until the loan is cleared. The policy should be got renewed by the borrower from time to time and the same to be kept in the file.

### 14. System of Remittance/Refund of Processing Charges (PC)

1) Entire Processing Charges should be invariably paid at the time of submitting the application. However, if the applicant, for some valid reasons, is not paying the entire amount, application can be submitted by paying not less than 10% of applicable Processing Charges, subject to a minimum of ₹5,000 + GST (non-refundable) for all loans. Balance/ remaining Processing Charges should be paid before documentation/first disbursement. 2) After inwarding the proposal and collection of Processing Charges (full or ₹ 5000/- as the case may be), if the loan is not sanctioned or rejected by us, then the processing charges already collected less ₹5,000 + GST will be refunded to the applicant. In case minimum of ₹5000/- + GST collected, the same will not be refunded. If the loan is sanctioned and communicated, but the applicant does not want to avail the loan and requests for cancellation of limit, then, the actually collected Processing Charges, less ₹ 6,000/- will be refunded to the customer on the basis of written request in case of all loans.

# **15. Refund of Processing Charges under referral scheme**

Referral Scheme: Whenever a customer pays processing charges for his loan (either by direct application or through DSA), then he has the option of claiming refund, either part or in full, of the processing charges paid by him upon introduction and sanction, disbursement of loans to his relatives/ friends in our Company. If existing customer (say Mr. A), introduces new loan customers (say Mr. B, C & so on) to us who subsequently get their loans sanctioned and upon disbursement of such loan, then existing customer (Mr. A) is eligible for reimbursement of Processing Charges upto the extent of what he has already remitted to us.

The reimbursement will be @ 0.15% of disbursals in new loan accounts of new customers (i.e. Mr. B, C and so on) on pro rata basis and such amount will be credited to his loan account at quarterly intervals. For details, refer branch manager.

# IX. Storage of Documents

- a. The documents are stored in the fireproof Central Deposit Storage Centres (CDSC) at Uttarahalli in Bengaluru (for South zone branches in Karnataka, Kerala and Tamil Nadu), Gachibowli in Hyderabad (AP, Telangana, East and West zone branches) and Gurgaon in Haryana (for North zone branches) or any other locations to be decided by the company
- b. Upon closure of loan, the documents will be returned. The customers will be duly intimated by the branches to collect back the documents within 15 days of closure of the loan. If the documents are urgently required (say within 4 days), then actual courier charges (upto ₹300/- + GST) has to be remitted.
- c. If the borrower requests for copies of any property documents during pendency of the loan, a minimum of 15 days' notice should be given to the concerned branch for retrieval of the requested documents, by paying the actual courier charges +₹300/- + GST.
- d. If the documents are not taken delivery by borrower, then safe custody charges @₹200/p.m.+ GST will be levied while delivering the documents
- e. The title deeds deposited by the borrower/s or guarantor/s for creation of mortgage will be returned to the said persons or their legal heirs only on closure of the entire loan liabilities of the borrowers /guarantors due under the loan/s availed directly or indirectly against the security of such properties.
- f. The Company takes proper care and caution while dealing with the property documents submitted by the borrower. If for any reasons, the documents are lost or damaged for the reasons beyond the control of the Company and the Company is not able to produce such documents, the Company will arrange for providing certified copies of such documents as permissible under Law/ Policy of the Company.

### X Application of Code

- 1. The Code is applicable under normal operating environment except in the event of any force majeure.
- 2. The code is based on the ethical principles of integrity and transparency and all actions and dealing shall follow the spirit of the Code.

Place: Bengaluru Date: Sd. B M Sudhakar General Manager