



G. K. CONSULTANTS LIMITED

PROJECT CONSULTANTS-CONCEPT TO COMMISSIONING
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Contents of Fair Practices Code

1. To Act fairly and reasonably in all our dealings with our clients:

- a. Meeting the commitments and standards in this Code, for the products and services we offer, and in the procedures and practices we follow.
- b. Ensuring that our dealings with the client rest on ethical principles of integrity and transparency.

2. To help clients understand our work by:

- a. Giving information in any one or more of the following languages – Hindi, English or the appropriate local language.
- b. Ensuring that clients are given clear information about our products, the terms and conditions and the interest rates/service charges, which apply to them.

3. Loan Proposals and their processing

- a. As part of the loan process, to inter alia ensure utmost transparency, GKCL provides all necessary information to the customer along with the term sheet/Sanction Letter/proposal as the case may be including but not restricted to the nature of security required, fees/charges, if any, payable for processing, pre-payment options, check list in respect of information/papers required for considering the loan and any other matter which affects the interest of the customer so that a meaningful comparison with the terms and conditions offered by other Non-Banking Financial Companies ('NBFCs') can be made and an informed decision can be taken by the customer.
- b. On exercise of its choice, the customer would be given the relevant information about the loan.
- c. The customer will be informed of the processes involved till sanction and disbursement of the loan and will be notified of the timeframe within which all the processes will be completed ordinarily.
- d. The Company will convey in writing to the borrower by means of Sanction letter, the amount of loan sanctioned along with the terms and conditions including Annualized/Quarterly/Monthly rate of interest and method of application thereof and keep the acceptance of these terms and conditions by the borrower on its record.
- e. Rate of Interest, Annualized Rate of Interest and Penal Interest would be mentioned in Sanction Letter & Loan Agreement as the case may be.

4. Loan appraisal terms and conditions

- a. GKCL shall scrutinize the information submitted by the customer and additional data, if any, required should be called promptly to facilitate the expeditious disposal of the loan.
- b. GKCL shall convey in writing to the customer by means of sanction letter or term sheet or any other form of written communication key terms and conditions of the proposed exposure including:

The amount of loan sanctioned along with the terms and conditions including rate of interest,

* Details of the default interest/penal interest rates (expressed in percentage per month/annum as the case may be) and the charges payable by the customers in relation to their loan account and the method of application thereof.

* Terms of enforcement of any security.

* All other information which is relevant from the point of view of the transaction and all the parties involved.

* Wherever possible, reasons for the rejection of the loan will be conveyed to the customers.

* All the above information can be part of the loan agreement expressed in writing and shall be duly approved by the customer and countersigned by the authorized officials of GKCL.

5. Timely disbursement of loans including changes in terms and conditions

- a. On execution of the necessary documentation and completion of formalities, GKCL shall ensure that the loan is disbursed at the earliest opportunity.
- b. GKCL will give notice of 7 days to the borrower of any change in the terms and conditions including disbursement schedule, interest rates, service charges, prepayment charges etc.
- c. GKCL will also ensure that changes in interest rates and charges are effected only prospectively. A suitable condition in this regard will be incorporated in the loan agreement.
- d. Any decision to recall / accelerate payment or performance under the agreement will be in consonance with the loan agreement.
- e. GKCL will release all securities on repayment of all dues or on realisation of the outstanding amount of loan subject to any legitimate right or lien for any other claim GKCL 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 GKCL is entitled to retain the securities till the relevant claim is settled/paid.

- f. GKCL will furnish a copy of the loan agreement along with a copy of each of the enclosures quoted in the loan agreement to all the borrowers at the time of disbursement of the loans.'

6 Interest rates

- a. GKCL has adopted an interest rate model taking into account relevant factors such as cost of funds, margin and risk premium and determine the rate of interest to be charged for loans and advances. The rate of interest and the approach for gradations of risk and rationale for charging different rate of interest to different categories of borrowers shall be disclosed to the borrower or customer and communicated explicitly in the sanction letter.
- b. Rate of Interest will be decided on case-to-case basis on the examination of fact of the case.
- c. GKCL has adopted an interest rate model taking into account relevant factors such as cost of funds, margin and risk premium, etc. to determine the rate of interest can be charged for loans and advances.
- d. The rate of interest can be charged on an Annualized/Quarterly/Monthly basis. (based on the prevalent interest rate scenario, market conditions and track & credit record of the borrower/group/Industry).
- e. 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.

7. General

- a. GKCL 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 GKCL.
- b. In the matter of recovery of loans, GKCL will not resort to undue harassment viz. persistently bothering the borrowers at odd hours, use of muscle power for recovery of loans, etc. GKCL shall ensure the staff are adequately trained to deal with the customers in an appropriate manner.
- c. The consent or objection of GKCL to any requests for transfer of a borrower's accounts should be conveyed within 21 days from the date of receipt of the request.

8. Customer Protection

We will treat all our customer's 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/CERSAI etc.
- b. If there is a duty towards the public to reveal the information.
- c. In case of continued default – as the company may think fit to regularise the account.

9. Redressal Mechanism

- a. The Company has laid down the appropriate grievance redress mechanism within the organization to resolve disputes arising in this regard. Such a mechanism ensures that all disputes arising out of the decisions of the functionaries are heard and disposed of at least at the next higher level.
- b. The Board shall periodically review the compliance of the Fair Practices Code and the functioning of the grievances redress mechanism at various levels of management. Response to a complaint would be given within a maximum period of one month from the date of complaint, unless the nature of complaint requires verification of voluminous facts and figures.