

SUPREME HOME LOANS

Sapno ka ghar, Supreme ke sang

FAIR PRACTICES CODE

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SUPREME HOUSING FINANCE LIMITED

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CIN: U67190DL2014PLC272457

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PREAMBLE

The Fair Practices Code (FPC) sets out the principles and standards of fair and transparent business practices to be followed by the Housing Finance company while dealing with its customers. This code reflects our Company's commitment to treat customers fairly, maintaining transparency in lending processes and ensuring responsible and ethical conduct across all levels of operations.

Supreme Housing Finance Limited ("SHFL") being a Housing Finance Company is required to comply with the 'Guidelines on Fair Practices Code' issued by the Reserve Bank of India ("RBI") under the Non-Banking Financial Company- Housing Finance Company (Reserve Bank) Directions, 2021 and Master Direction- Reserve Bank of India (Non-Banking Financial Company-Scale Based Regulation) Directions, 2023. Accordingly, our Company has adopted the "Fair Practice Code" as per the applicable guidelines issued by RBI and NHB on Fair Practices Code as amended from time to time.

OBJECTIVES OF THE CODE

- To promote good and fair practices by setting minimum standards in dealing with customers.
- To increase transparency so that customers can have a better understanding of what they can reasonably expect of the services.
- To encourage market forces, through competition, to achieve higher operating standards.
- To promote a fair and cordial relationship between customers and company.
- To foster confidence in housing finance system.

APPLICATION OF CODE

This Code applies to all the products and services offered by our Company whether over the phone, across the counter, including digital marketing channels of our Company or shared with other providers of such services on the internet or by any other means. It will apply to all the employees and representatives of the Company.

COMMITMENT TO ACT FAIRLY AND IN TRANSPARENT MANNER

Our Company its employees and its representatives shall adhere to this code to act fairly and transparently in all its dealing, on the principle of integrity and transparency, to meet the high operational standard adopted by the company.

The company shall:

- Meet the commitments and standards in this code for the products and services it offers and, in the procedures and practices that its employees follow.

- Ensure that its products and services meet relevant laws and regulations in letter and spirit.
- Ensure that its dealings with the customers rest on ethical principles on integrity and transparency.

ADVERTISING, MARKETING AND SALES

- Our Company shall ensure that all advertising and promotional material is clear and not misleading.
- In any advertisement in any media and promotional literature that draws attention to service or product and includes a reference to the interest rate, our company shall also indicate whether other fees and charges will apply and that full details of the relevant terms and conditions are available on request.
- Our Company would provide information on interest rates, common fees and charges through:
 - i. Putting up notices in branches.
 - ii. Through telephones or help lines
 - iii. Through designated staff/help desk
 - iv. Providing service guide/ tariff schedule
 - v. Its website.
- Our Company shall ensure that, third parties whose services may be availed for providing support services shall handle customer's personal information with the same degree of confidentiality and security as handled by us.
- Our Company may communicate customers from time-to-time about various features of the products availed by them from us. Also, information about our other products offerings or promotional offers will be conveyed to the customer if they have given their consent to receive such information or service to the Company.
- Our Company shall prescribe a code of conduct for Direct Selling Agencies (DSAs) whose services it may avail to market its products/ services which amongst other matters requires them to identify themselves when they approach the customer for selling their products personally, through phone or through any other electronic media.
- In the event of receipt of any complaint from customers that our representative/ courier or DSA has engaged in any improper conduct or acted in violation of this Code, our company will take appropriate steps to investigate and make good the loss incurred on the basis of the said investigation.

LOAN

A) Application for loans and their processing

- All communications to the borrower shall be in the vernacular language or a language as understood by the borrower.
- Our Company transparently discloses to the borrower all information about fees/ charges payable for processing the loan application, the amount of fees refundable, if any, if the loan amount is not sanctioned (however, the login fee and processing fee is not refundable), penal charges for delayed repayment. The Company shall disclose 'all in cost' by indicating all charges involved in processing/ sanctioning of loan application in a transparent manner. The company shall also ensure that such charges/fees are non-discriminatory.
- Loan application form shall also include necessary information which affects the interest of the borrower, so that he can take informed decision by comparing the terms and conditions with other Housing Finance Companies. The loan application form shall also indicate the list of documents required to be submitted with the application form.
- After receiving the loan application, the Company will issue an acknowledgement receipt for all loan applications. If the Loan applications is complete in all aspect, it shall be disposed off within 15 days or such extended time as may be mutually agreed between the borrower and the company, from the date of receipt of the loan application form.

B) Loan appraisal and Communication of rejection of loan application

- Normally all details/ documents required for processing the loan application will be collected by the Company at the time of application. However, if any additional detail/ document is required, the Company will contact the customer again at the earliest possible instance.
- If the company cannot provide loan to the customer, it shall communicate in writing either through e-mail or letter the reason(s) for rejection.

C) Disbursement of loans including changes in terms and conditions; and Release of Movable/ Immovable Property Documents on Repayment/ Settlement of Housing Loans including loan against property

- Our Company shall make disbursement in accordance with the disbursement schedule given in the Loan Agreement/ Sanction Letter.
- Our Company would give our customers the notice of any change in the terms and conditions including disbursement schedule, interest rates, penal charges (If any), service charges, other applicable fee/ charges etc. We would also ensure that changes in interest rates and charges are effective only prospectively.

If such change is to the disadvantage of the customers, they may within 60 days and without notice close their account or switch it without having to pay any extra charges or interest.

- Decision to recall / accelerate payment or performance under the loan agreement or seeking additional securities, would be in consonance with the loan agreement.
- Our Company shall 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 SHFL may have against customers. If such right of set off is to be exercised, the customers/borrowers will be given notice about the same with full particulars about the remaining claims and the conditions under which SHFL is entitled to retain the securities till the relevant claim is settled/paid.
- Our Company shall 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.
- The borrower shall be given the option of collecting the original movable/immovable property documents either from the branch where the loan account was serviced or any other branch office/ Head Office where the documents are available, as per his/her preference.

PENAL CHARGES IN LOAN ACCOUNTS

- Penalty, if charged, for non-compliance of material terms and conditions of loan contract by the borrower shall be treated as 'penal charges' and shall not be levied in the form of 'penal interest' that is added to the rate of interest charged on the advances. There shall be no capitalisation of penal charges i.e., no further interest computed on such charges. However, this will not affect the normal procedures for compounding of interest in the loan account.
- Our Company shall not introduce any additional component to the rate of interest and ensure compliance to these guidelines in both letter and spirit.
- Our Company has laid down a framework on penal charges. The quantum of penal charges shall be reasonable and commensurate with the non-compliance of material terms and conditions of loan contract without being discriminatory within a particular loan/product category.
- The penal charges in case of loans sanctioned to 'individual borrowers, for purposes other than business', shall not be higher than the penal charges applicable to non-individual borrowers for similar non-compliance of material terms and conditions.
- Our Company has disclosed the quantum and reason for penal charges to the customers in the loan agreement and in addition to the MITC, Interest rate shall also be displayed on the website of the company.

- Whenever reminders for non-compliance of material terms and conditions of loan are sent to borrowers, the penal charges shall be communicated. Further, any instance of levy of penal charges and the reason therefor shall also be communicated.

GUARANTORS

When a person is considering to become a guarantor for a loan, our company will inform them about:

- i. his/her liability as guarantor;
- ii. the amount of liability he/she will be committing him/ herself to the Company;
- iii. circumstances in which our Company will call on guarantors to pay up their liabilities;
- iv. whether SHFL has recourse to their other monies in the company if they fail to pay up as a guarantor;
- v. whether their liabilities as a guarantor are limited to a specific quantum or are they unlimited;
- vi. time and circumstances in which their liabilities as guarantors will be discharged and the manner in which the company will inform them about the same.
- vii. In case the guarantor refuses to comply with the demand made by the creditor/lender; despite having sufficient means to make payment of the dues, such guarantor would also be treated as a wilful defaulter.
- viii. The Company will keep them informed of any material adverse change/s in the financial position of the borrower for whom they stand as a guarantor.

PRIVACY AND CONFIDENTIALITY

All personal information of the customers, both present and past, shall be treated as private and confidential (even when the customer is no longer a customer of SHFL), and will be guided by the following principles and policies.

(i) SHFL will not reveal information or data relating to customer's accounts, whether provided by customer or otherwise, to anyone, including other companies/ entities in our group, except in the following exceptional cases:

- If the information is to be given by law.
- If there is a duty towards the public to reveal the information;
- If our interests require us to give the information (for example, to prevent fraud) but we will not use this as a reason for giving information about customer or customer accounts (including name and address) to anyone else, including other companies in our group for marketing purposes;
- If customer asks us to disclose the information, or with the customer's permission;
- If we are asked to give a reference about customer, we will obtain the consent of customer before providing it;

(ii) Customer will be informed about the extent of the rights under the existing legal

framework for accessing the personal records that SHFL holds about the customer.

(iii) We will not use customer's personal information for marketing purposes by anyone including HFCs, unless the customer specifically provides consent for the same.

CREDIT REFERENCE AGENCIES

- i. When customer opens an account, the company shall inform the customer when the company may pass the account details to credit reference agencies and what checks the company may conduct with them.
- ii. The Company may give information to credit reference agencies about the personal debts the customer owes to the company if:
 - The customer has fallen behind with the payments;
 - The amount owed is not in dispute; and
 - Customers have not made satisfactory proposal for repaying the debt, following the company's formal demand.
- iii. We will give credit reference agencies other information about the day-to-day running of customer's account if customer has given us permission to do so.
- iv. In these cases, the company may intimate customer in writing that the company plans to give information about the debts customers owe to us to credit reference agencies. At that time, the company will explain to customers, the role of credit reference agencies and the effect of the information provided on customer's ability to get credit.
- v. The company shall provide customers a copy of the information that has been given to the credit reference agencies, or provide their leaflets that explain how credit referencing works, if so demanded.

COLLECTION OF DUES

Whenever the company grants loan, it informs the customer about the repayment process by way of amount, tenure and periodicity of repayment. However, if customer does not adhere to repayment schedule, a defined process in accordance with the laws of our country will be followed for recovery of dues. The process will involve reminding customer by sending notices or by making personal visits and/ or repossession of security, if any.

Our collection policy is built on courtesy, fair treatment and persuasion. We believe in fostering customer confidence and long-term relationship. Our staff or any person authorized to represent us in collection of dues or / and security repossession will identify himself / herself and display the authority letter issued by us and upon request display to customer his/ her identity card issued by us or under our authority. We will provide customer with all the information regarding dues and will endeavor to give sufficient notice for payment of dues.

All the members of the staff or any person authorized to represent the company in collection or/ and security repossession would follow the guidelines set out below:

- Customers would be contacted ordinarily at the place of their choice and in the absence of any specified place, at the place of their residence and if unavailable, at the place of business/occupation.
- Identity and authority to represent the company would be made known to customers at the first instance.
- Customer's privacy would be respected.
- Professional and formal language will be used in all interactions with the customers.
- Decency and decorum to be maintained during visits to customers' place.
- Normally, our representatives will contact customers between 0700 hours and 1900 hours, unless the special circumstances of your business or occupation demands otherwise.
- Customer's request to avoid calls at a particular time or at a particular place would be honoured as far as possible.
- We will document the efforts made for recovery of dues and the copies of communications sent to you would be kept on record.
- All assistance would be given to resolve disputes or differences regarding dues in a mutually acceptable and in an orderly manner.
- During visits to customer's place for dues collection, decency and decorum would be maintained.
- Inappropriate occasions such as bereavement in the family or such other calamitous occasions would be avoided for making calls/visits to collect dues.

COMPLAINT AND GRIEVANCES REDRESSAL

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 SHFL, the Board of Directors have laid down the appropriate grievance redressal mechanism to resolve complaints and grievances. We believe that providing prompt

and efficient service is essential not only to attract new customers, but also to retain existing ones. Our Company provides customers with easy access to information, products and services, as well as the means to get their grievances redressed.

Any customer having grievance/ complaint/ feedback with respect to the product and services offered by Supreme Housing Finance Limited (hereinafter referred to as 'the Company') may write to the Company's Customer Service Department through any of the following channels:

Call at 1800120777778

Email- customercare@supremehomeloans.com

You may write a letter at the address- 2nd Floor, Harsha Bhawan, 13/29, E- Block, Middle Circle, Connaught Place, New Delhi- 110001

Website- www.supremehomeloans.com

How a complaint should be made:

In order to resolve queries and complaints/ grievances, the Company has laid down the following Grievance Redressal Mechanism.

Level 1:

Modes of Raising Complaint: A customer may raise complaint in writing, orally, electronically or over telephone:

Complaint Person	in	A complaint book is available at the branches. A customer can obtain it from the branch and record his /her grievances therein.
Call us		Complaints can also be logged at Call Centre on toll free number 1800120777778
Email		customercare@supremehomeloans.com
Website		www.supremehomeloans.com
Write to us		2nd Floor, Harsha Bhawan, 13/29, E- Block, Middle Circle, Connaught Place, New Delhi- 110001

The customer is requested to necessarily provide Loan Account Number, Reference no. provided by the Company, details of Feedback/ Suggestion/ Complaint and valid phone no. & e-mail ID while communicating with the Company.

If a complaint is received from customer in writing, the Company shall send an acknowledgement/ response within a week. If more time is required, the Company will inform the customer expected timeline. The acknowledgement shall contain the name & designation of the official who will deal with the grievance.

If the complaint is raised through phone at the Company's designated telephone helpdesk or customer service number, the Company shall provide to the customer a complaint reference number and keep him/her informed of the progress within a week's time.

If more time is required, the Company will inform the customer expected timeline. After examining the matter, the Company will send final response or explain why the company needs more time to respond and shall endeavor to do so within 6 weeks of receipt of complaint and shall inform the customer mechanism to take the complaint further if he/ she is still not satisfied.

Level 2:

If the resolution of complaint provided at level 1 does not meet the expectation or response is not received within the stipulated timeframe, such complaints may be escalated to the Grievance Redressal Officer of the Company whose details are as given below:

Neha Bhatia
Compliance Department
Supreme Housing Finance Ltd.
2nd Floor, Harsha Bhawan, 13/29, E- Block, Middle Circle, Connaught Place, New Delhi- 110001
Email Id: compliance@supremehomeloans.com
Phone No. 7428086525

At this level, a complaint is expected to be responded within 7 working days of receipt of complaint.

Level 3:

In case, a complaint is not redressed or the customer is dissatisfied with the response received, the customer may approach the Complaint Redressal Cell of the National Housing Bank by lodging its complaint in online mode at the link [https://grids.nhbonline.org.in/\(S\(vtgqxlcgsh4bmr4raad5axv4\)\)/Complainant/Default](https://grids.nhbonline.org.in/(S(vtgqxlcgsh4bmr4raad5axv4))/Complainant/Default) OR in offline/ physical mode by post, in prescribed format available at link <https://www.nhb.org.in/wp-content/uploads/2023/02/compalint-form.pdf> to the following address:

The Complaint Redressal Cell,
Department of Regulation and Supervision,
National Housing Bank,
4th Floor, Core- 5A, India Habitat Centre, Lodhi Road, New Delhi-110003

The above Grievance Redressal Mechanism shall be prominently displayed at all offices/branches and website of the Company. The Board shall also take necessary steps to ensure compliance of the Fair Practices Code.

GENERAL

- Our Company shall verify the details furnished by the customer in his/her loan application form by telephonic verification or through field investigation at his/her residence, and/or business address and/ or physically visiting his/her residence and or business address through its staff or agencies appointed for this purpose, if deemed necessary.
- Our company does not interfere in the affairs of the borrower except for the purposes provided in the terms and conditions of the loan agreement (unless information, not earlier disclosed by the borrower, has been noticed).
- In case the company receives a request from the borrower for transfer of borrowal account, the consent or rejection of the company shall be conveyed within 21 days from the date of receipt of request. Such transfer shall be as per transparent contractual terms in accordance with law.
- The customers shall be informed to co-operate, if our company needs to investigate a transaction, on customers account and with the police/other investigative agencies, if the company needs to involve them.
- Our Company shall advise the customer that if the customer acts fraudulently, he/she will be responsible for all losses on his/her account and that if the customer acts without reasonable care and this causes losses, the customer may be responsible for the same.
- Our Company shall give information of its products and services in any one or more of the following languages: English/Hindi or the appropriate local language.
- Our Company does not discriminate on grounds of gender, caste and religion in the matter of lending. Further our company does not discriminate visually impaired or physically challenged applicants on the ground of disability in extending products, services, facilities etc. However, this does not preclude the company from instituting or participating in schemes framed for different sections of the society.
- Our Company shall process the request for transfer of loan account, either from the borrower or from a bank/ financial institution, in the normal course.
- To publicize the code, our company shall
 - a) Provide the existing and new customers with a copy of the code.
 - b) Make available this code on request either over the counter or by electronic communication or mail.
 - c) Make available this code at every branch and on the website.
 - d) Ensure that its staff is trained to provide relevant information about the code and to put the code into practice.

POLICY REVIEW AND AMENDMENT

This policy may be reviewed by the Board of Directors on annual basis or as and when the circumstances warrant to ensure its relevance to the prevailing business/regulatory requirements.