

**CLIX HOUSING FINANCE LIMITED
(‘CHFL’ or ‘The Company’)**

POLICY ON

FAIR PRACTICE CODE

Approved on: 15 February, 2018

Effective Date: 01-Apr-2024

Effective Date: 29-Apr-2024

Current Review Date: 27-May-2025

Last Review Date: 27-May-2024, 26-May-2023, 10-Feb-2023

Approved by: The Board of Directors

Policy Owner & Contact: Compliance

Version: 1.0 of 2025

Table of Contents

1. INTRODUCTION	3
2. APPLICABILITY	3
3. OBJECTIVES	3
4. THE COMPANY WILL ACT FAIRLY AND IN A TRANSPARENT MANNER IN ALL DEALINGS WITH CUSTOMERS, BY ENSURING:	3
5. Penal Charges in Loan Accounts	3
7. Reset of floating interest rate on Equated Monthly Instalments (EMI) based personal loans	5
8. ADVERTISING, MARKETING AND SALES	5
9. LOANS.....	6
10. GENERAL	11
Annexure -1	13
Contact Particulars of our Contact Center	Error! Bookmark not defined.
Complaint Redressal Cell of National Housing Bank	Error! Bookmark not defined.
Grievance Registration & Information Database System (GRIDS) for Clix Housing	Error! Bookmark not defined.

1. INTRODUCTION

This Code sets standards of practices to be followed by Clix Housing Finance Limited (“CHFL” or “the Company”). This Code is as per the Fair Practice Code provided under RBI Circular RBI/2020-21/73 DOR.FIN.HFC.CC.No.120/03.10.136/2020-21 related to Master Direction- Non-Banking Financial Company- Housing Finance Company (Reserve Bank) Directions, 2021 dated February 17, 2021 (“Directions”) (as amended from time to time).

2. APPLICABILITY

All parts of this Code apply to all the products and services, whether are provided by the Company or its subsidiaries across the counter, over the phone, by post, through interactive electronic devices, on the internet or by any other method.

3. OBJECTIVES

The Code has been developed to:

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

4. THE COMPANY WILL ACT FAIRLY AND IN A TRANSPARENT MANNER IN ALL DEALINGS WITH CUSTOMERS, BY ENSURING:

- a) Meeting the commitments and standards prescribed in this Code for the products and services that CHFL offer and in the procedures and practices our staff follows;
- b) Ensuring that CHFL products and services meet the requirements of relevant laws and regulations in letter and spirit;
- c) Dealings with customer’s rest on ethical principles of integrity and transparency.

CHFL shall transparently disclose to the borrower-

- all information about fees / charges payable for processing the loan application,
- the amount of fees refundable if loan amount is not sanctioned / disbursed,
- pre-payment options and charges, if any,
- penalty for delayed repayment, if any,
- conversion charges for switching loan from fixed to floating rates or vice-versa,
- existence of any interest reset clause and
- any other matter which affects the interest of the borrower.

In other words, CHFL will disclose ‘all in cost’ inclusive of all charges involved in processing / sanction of loan application in a transparent manner. It shall be ensured that such charges / fees are non-discriminatory.

Further, it shall be ensured that:

- Interest shall be charged only from the date of actual disbursement (fund-out)
- Wherever disbursement is via cheque/ demand-draft (DD), Interest shall be charged from the date when the cheque/ DD is handed over to the borrower. It is also advised to use online account transfer in lieu of cheque/DD wherever possible.
- In the case of disbursal or repayment of loans during the course of the month, interest shall be charged only for the period for which the loan was outstanding.
- Interest shall be charged after netting off the advance EMI from the disbursement amount

5. Penal Charges in Loan Accounts

Note: The Company only levy the overdue interest/ default interest which is an interest on unpaid

interest (including on unpaid EMI) at the contracted rate of interest till the date of remediation, and not at the penal rate of interest, which is in line with the FAQ no.5 on Fair Lending Practice - Penal Charges in Loan Accounts dated January 15, 2024.

However, to levy any Penal charge in future, The Company shall ensure the implementation in respect of all the fresh loans availed from April 01, 2024 onwards. In the case of existing loans, the switchover to new penal charges regime shall be ensured on next review or renewal date falling on or after April 01, 2024, but not later than June 30, 2024.

- 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.
- The Company shall not introduce any additional component to the rate of interest and ensure compliance to this in both letter and spirit.
- 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 to non-individual borrowers for similar non-compliance of material terms and conditions.
- The quantum and reason for penal charges shall be clearly disclosed by CHFL to the customers in the loan agreement and most important terms & conditions/Key Fact Statement (KFS) as, in addition to being displayed on websites of the Company under Interest rates and Service Charges.
- 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.

6. Responsible Lending Conduct – Release of movable/immovable property documents on repayment/ settlement of personal loans

While releasing of movable/immovable property documents, the Company shall comply the following instructions:

- i. The 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.
- ii. 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 office of the Company where the documents are available, as per her/his preference.
- iii. The timeline and place of return of original movable/immovable property documents shall be mentioned in the loan sanction letters issued on or after the effective date.
- iv. In order to address the contingent event of demise of the sole borrower or joint borrowers, the Company shall have a well laid out procedure for return of original movable/immovable property documents to the legal heirs. Such procedure shall be displayed on the website of the Company along with other similar policies and procedures for customer information.
- v. Compensation for delay in release of movable/immovable property documents
 - In case of delay in releasing of original movable/immovable property documents or failing to file charge satisfaction form with relevant registry beyond 30 days after full repayment/settlement of loan, the Company shall communicate to the borrower reasons for such delay. In

case where the delay is attributable to the Company, it shall compensate the borrower at the rate of ₹5,000 for each day of delay.

- In case of loss/damage to original movable/immovable property documents, either in part or in full, the Company shall assist the borrower in obtaining duplicate/certified copies of the movable/immovable property documents and shall bear the associated costs, in addition to paying compensation as indicated at clause ii above. However, in such cases, an additional time of 30 days will be available to the Company to complete this procedure and the delayed period penalty will be calculated thereafter (i.e., after a total period of 60 days).
- The compensation provided under these directions shall be without prejudice to the rights of a borrower to get any other compensation as per any applicable law.

7. Reset of floating interest rate on Equated Monthly Instalments (EMI) based personal loans

Though the Company is not disbursing any new business as of now, however, the following shall be ensured by the Company for any EMI based floating rate personal loan disbursed (if any):

- At the time of sanction of EMI based floating rate personal loans, the Company shall take into account the repayment capacity of borrowers to ensure that adequate headroom/margin is available for elongation of tenor and/or increase in EMI, in the scenario of possible increase in the external benchmark rate during the tenor of the loan.
- At the time of sanction, the Company shall clearly communicate to the borrowers about the possible impact of change in benchmark interest rate on the loan leading to changes in EMI and/or tenor or both. Subsequently, any increase in the EMI/ tenor or both on account of the above shall be communicated to the borrower immediately through appropriate channels.
- At the time of reset of interest rates, the Company shall provide the option to the borrowers to switch over to a fixed rate.
- The borrowers shall also be given the choice to opt for (a) enhancement in EMI or elongation of tenor or for a combination of both options; and, (b) to prepay, either in part or in full, at any point during the tenor of the loan. Levy of foreclosure charges/ prepayment penalty shall be subject to extant instructions.
- All applicable charges for switching of loans from floating to fixed rate and any other service charges/ administrative costs incidental to the exercise of the above options shall be transparently disclosed in the sanction letter and also at the time of revision of such charges/ costs by the Company from time to time.
- The Company shall ensure that the elongation of tenor in case of floating rate loan does not result in negative amortisation.
- The Company shall share/ make accessible to the borrowers, through appropriate channels, a statement at the end of each quarter which shall at the minimum, enumerate the principal and interest recovered till date, EMI amount, number of EMIs left and annualized rate of interest/Annual Percentage Rate (APR) for the entire tenor of the loan. The Company shall ensure that the statements are simple and easily understood by the borrower.
- Apart from the equated monthly instalment loans, these instructions would also apply, mutatis mutandis, to all equated instalment-based loans of different periodicities.

8. ADVERTISING, MARKETING AND SALES

- CHFL will ensure that all advertising and promotional material is clear, and not misleading.
- In any advertising through any media and promotional literature that draws attention to a service or product and includes a reference to an interest rate, the Company will also indicate whether other fees and charges will apply and that full details of the relevant terms and conditions are available on request.
- The Company will provide information on interest rates, common fees and charges through any of the following:
 - putting up notices in the branches;
 - through telephone or help-lines;

- iii. on the company's website;
 - iv. through designated staff / help desk; or
 - v. providing service guide / tariff schedule.
- d) If the Company makes avail of the services of third parties for providing support services, the Company will ensure that such third parties handle customer's personal information (if any available to such third parties) with the same degree of confidentiality and security as the Company would.
- e) The Company may, from time to time, communicate to its customers various features of their products availed by them. Information about CHFL's other products or promotional offers in respect of products / services, may be conveyed to customers only if he / she has given his / her consent to receive such information / service either by mail or by registering for the same on the website or on customer service number.
- f) The Company has prescribed a code of conduct for its Direct Selling Agencies (DSAs) whose services are availed to market products / services which amongst other matters require them to identify themselves when they approach the customer for selling products personally or through phone.
- g) In the event of receipt of any complaint from the customer that the Company's representative / courier or DSA has engaged in any improper conduct or acted in violation of this Code, appropriate steps will be initiated to investigate, handle the complaint and to make good the loss.

9. LOANS

9.1 Loan Products

(i) Applications for loans and their processing

- a) All communications to the borrower shall be in the vernacular language or a language as understood by the borrower.
- b) Company shall transparently disclose to the borrower all information about fees/ charges payable for processing the loan application, the amount of fees refundable if loan amount is not sanctioned/ disbursed, pre-payment options and charges, if any, penal charges for delayed repayment, if any, conversion charges for switching loan from fixed to floating rates or vice-versa, existence of any interest reset clause and any other matter which affects the interest of the borrower i.e. Company must disclose 'all in cost' inclusive of all charges involved in processing/ sanctioning of loan application in a transparent manner. It should also be ensured that such charges/ fees are non-discriminatory.
- c) Loan application forms would include necessary information which affects the interest of the borrower, so that a meaningful comparison with the terms and conditions offered by other Housing Finance Companies can be made and informed decision can be taken by the borrower. The loan application form may indicate the list of documents required to be submitted with the application form.
- d) The Company will give acknowledgement for receipt of all loan applications. Preferably, the time frame within which loan applications will be disposed of should also be indicated in the acknowledgement.

(ii) Loan appraisal and terms/conditions

- a) Normally all particulars required for processing the loan application will be collected by the Company at the time of application. In case it needs any additional information, the customer should be told that he would be contacted immediately again.
- b) The Company will convey in writing to the borrower by means of sanction letter or otherwise-
 - the amount of loan sanctioned along with all terms and conditions including annualized rate of interest,
 - method of application,
 - EMI Structure,
 - prepayment charges,
 - Penal charges (if any) and
 - keep the written acceptance of these terms and conditions by the borrower on its record.

- c) Company will mention the penal charges (if any) which are charged for late repayment in bold in the loan agreement.
- d) The Company will invariably furnish a copy of the loan agreement along with a copy each of all enclosures quoted in the loan agreement to every borrower at the time of sanction / disbursement of loans.
- e) Display of Information by the Company containing Most Important Terms and Conditions (MITC) and Key Fact Statement (KFS):
 - To facilitate quick and good understanding of the major terms and conditions of housing loan agreed upon between the Company and the individual borrower, the Company will provide to customer a document containing the most important terms and conditions of such loan (i.e., other than the details included in KFS) in all cases in the suggestive format.
 - The document will be in addition to the existing loan and security documents being obtained by the Company.
 - The Company will prepare the said document in duplicate and in the language understandable by the borrower.
 - Duplicate copy duly executed between the Company and the borrower would be handed over to the borrower under acknowledgement.
 - The Company will upload the MITC on its website and confirm the compliance in this regard.
- f) Company will provide a KFS to all the prospective borrowers to help them take an informed view before executing the loan contract.
 - The KFS will be written in a language understood by such borrowers. Contents of KFS shall be explained to the borrower and an acknowledgement shall be obtained that he/ she has understood the same.
 - The KFS shall be provided with a unique proposal number and shall have a validity period of at least three working days for loans having tenor of seven days or more, and a validity period of one working day for loans having tenor of less than seven days.
 - The KFS shall also include a computation sheet of annual percentage rate (APR), and the amortisation schedule of the loan over the loan tenor. APR will include all charges which are levied by the Company.
 - Charges recovered from the borrowers by the Company on behalf of third-party service providers on actual basis, such as insurance charges, legal charges etc., shall also form part of the APR and shall be disclosed separately. In all cases wherever the Company is involved in recovering such charges, the receipts and related documents shall be provided to the borrower for each payment, within a reasonable time.
 - Any fees, charges, etc. which are not mentioned in the KFS, cannot be charged by the Company to the borrower at any stage during the term of the loan, without explicit consent of the borrower.
- g) The Company will put in place an internal mechanism to monitor the process and the operations so as to ensure adequate transparency in communication with the borrowers.

(iii) Communication of rejection of Loan Application

If the Company cannot provide the loan to the customer, it shall communicate in writing the reason(s) for rejection.

(iv) Levy of foreclosure charges/prepayment penalties on floating rate term loans

- The Company would not charge pre-payment levy or penalty on pre-closure of housing loans under the following situations:-
 - a) Where the housing loan is on floating interest rate basis and the loan is pre-closed through any source.
 - b) Where the housing loans are on fixed interest rate basis and the loan is pre-closed by the borrower out of their own sources.

The expression "own sources" for the purpose means any source other than by borrowing from a bank/HFC/NBFC and /or a financial institution.

- The instruction applicable to fixed interest rate housing loans referred above shall apply to the housing loans given on Special Rate basis under different names and on various occasions carrying certain fixed rate of interest in the initial period of the loan followed by floating rate of interest.
- All dual / special rate (combination of fixed and floating) housing loans will attract the pre-closure norms applicable to fixed/floating rate. In case of a dual / special rate housing loans, the pre-closure norm for floating rate will apply once the loan has been converted into floating rate loan, after the expiry of the fixed interest rate period. This applied to all such dual / special rate housing loans being foreclosed hereafter. It is also clarified that a fixed rate loan is one where the rate is fixed for entire duration of the loan.
- Loan in which company, firm, etc. is a borrower or co-borrower is excluded from this.
- In general, Company will not impose foreclosure charges/ pre-payment penalties on any floating rate term loan sanctioned for purposes other than business to individual borrowers, with or without co-obligant(s).

(v) Disbursement of loans including changes in terms and conditions

- a) Disbursement would be made in accordance with the disbursement schedule given in the Loan Agreement/ Sanction Letter.
- b) The Company would give notice to the borrower in the vernacular language or a language as understood by the borrower of any change in the terms and conditions including disbursement schedule, interest rates, service charges, prepayment charges, penal charges, service charges other applicable fee/ 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.
- c) If such change is to the disadvantage of the customer, he/she may within 60 days and without notice close his / her account or switch it without having to pay any extra charges or interest.
- d) Decision to recall / accelerate payment or performance under the agreement or seeking additional securities, would be in consonance with the loan agreement.
- e) 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 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.

9.2 Guarantors

When a person is considering to be a guarantor to a loan, he/she would be informed about:

- a) his/her liability as guarantor;
- b) the amount of liability he/she will be committing him/herself to the Company;
- c) circumstances in which the Company will call on him/her to pay up his/her liability;
- d) whether the Company has recourse to his/her other monies in the company if he/she fail to pay up as a guarantor;
- e) whether his/her liabilities as a guarantor are limited to a specific quantum or are they unlimited; and
- f) time and circumstances in which his/her liabilities as a guarantor will be discharged as also the manner in which the Company will notify him/her about this.
- g) 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.

The Company will keep him/her informed of any material adverse change/s in the financial position of the borrower to whom he/she stands as a guarantor.

9.3 Privacy and Confidentiality

All personal information of customers will be treated as private and confidential [even when the customers are no longer customers], and will be guided by the following principles and policies. CHPL will not reveal information or data relating to customer accounts, whether provided by the customers or otherwise, to anyone, including other companies/entities in their group, 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 the Company's interests require them to give the information (for example, to prevent fraud) but it would not be used as a reason for giving information about customer or customer accounts (including customer name and address) to anyone else, including other companies in the group, for marketing purposes.
- d) If the customer asks the Company to reveal the information, or with the customer's permission.
- e) If the Company is asked to give a reference about customers, it will obtain his / her written permission before giving it.
- f) The customer will be informed the extent of his / her rights under the existing legal framework for accessing the personal records that the Company holds about him /her.
- g) The Company will not use customer's personal information for marketing purposes unless the customer specifically authorizes them to do so.

9.4 Credit reference agencies

- a) When a customer opens an account, the Company will inform him / her when the Company may pass his / her account details to credit reference agencies and the checks the Company may make with them.
- b) The Company would give information to credit reference agencies about the personal debts the customer owes them if:
 - i. The customer has fallen behind with his / her payments;
 - ii. The amount owed is not in dispute; and
 - iii. The customer has not made proposals that the Company is satisfied with, for repaying his / her debt, following the Company's formal demand
- c) In these cases, the Company will intimate the customer in writing that the Company plans to give information about the debts the customer owes the Company to credit reference agencies. At the same time, the Company will explain to the customer the role of credit reference agencies and the effect the information it provides can have on customer's ability to get credit.
- d) The Company will give credit reference agencies other information about the customer's account if the customer has given them his / her permission to do so.
- e) A copy of the information given to the credit reference agencies will be provided by the Company to a customer, if so demanded.

6.5 Collection of Dues

- 6.5.1. Whenever loans are given, the Company would explain to the customer the repayment process by way of amount, tenure and periodicity of repayment. However, if the customer does not adhere to repayment schedule, a defined process in accordance with the laws of the land shall be followed for recovery of dues. The process will involve reminding the customer by sending him / her notice or by making personal visits and / or repossession of security if any.
- 6.5.2. The Company's collection policy is built on courtesy, fair treatment and persuasion. The Company believes in fostering customer confidence and long-term relationship. The Company's staff or any person authorized to represent the Company in collection of dues or / and security repossession shall identify himself / herself and display the authority letter issued by the Company and upon request, display his / her identity card issued by the Company or under authority of the company. The Company's will provide customers with all the information regarding dues and will endeavor to give sufficient notice for payment of dues.
- 6.5.3. 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:
 - a) Customer would be contacted ordinarily at the place of his / her choice and in the absence of any specified place at the place of his / her residence and if unavailable at his / her residence, at the place of business / occupation.
 - b) Identity and authority to represent the Company would be made known to the customer at the first instance.

- c) Customer's privacy would be respected.
- d) Interaction with the customer will be in a civil manner
- e) Company's representatives shall contact the customers between 08:00 hrs and 19:00 hrs only.
- f) Customer's request to avoid calls at a particular time or at a particular place will be honored as far as possible.
- g) Time and number of calls and contents of conversation would be documented.
- h) All assistance would be given to resolve disputes or differences regarding dues in a mutually acceptable and in an orderly manner.
- i) During visits to customer's place for dues collection, decency and decorum would be maintained.
- j) Inappropriate occasions such as bereavement in the family or such other calamitous occasions would be avoided for making calls/visits to collect dues.

9.5 Complaints and Grievance Redressal

- a) The Company has a system and a procedure for receiving, registering and disposing of complaints and grievances in each of its offices, including those received online.
- b) The Board of Directors of the Company has laid down the appropriate grievance redressal mechanism within the organization to resolve complaints and grievances. Such a mechanism ensures that all disputes arising out of the decisions of lending institution's functionaries are heard and disposed of at least at the next higher level. Customer would be told where to find details of the Company's procedure for handling complaints fairly and quickly.
- c) If the customer wants to make a complaint, he/she would be told:
 - a. How to do this
 - b. Where a complaint can be made
 - c. How a complaint should be made
 - d. When to expect a reply
 - e. Whom to approach for redressal
 - f. What to do if the customer is not happy about the outcome
 - g. The Company's staff shall help the customer with any questions the customer has.
- d) If a complaint has been received in writing from a customer, the Company will endeavor to send him/her an acknowledgement / response within a week. The acknowledgement would contain the name & designation of the official who will deal with the grievance. If the complaint is relayed over phone at the Company's designated telephone helpdesk or customer service number, the customer will be provided with a complaint reference number and be kept informed of the progress within a reasonable period of time.
- e) After examining the matter, the Company will send the customer its final response or explain why it needs more time to respond and will endeavor to do so within six weeks of receipt of a complaint and he/she would be informed how to take his/her complaint further if he/she is still not satisfied.
- f) The Company will publish its grievance redressal procedure (e-mail id and other contact details at which the complaints can be lodged, turnaround time for resolving the issue, matrix for escalation, etc.) for lodging the complaints by the aggrieved borrower and ensure that it is specifically made available on its website.

The name and contact details of the Grievance Redressal Officer who can be approached by the public for resolution of complaints against the Company are mentioned below:

Grievance Redressal Officer

Mr. Sunny Dwivedi

Email: grievance.officer@clix.capital

Principal Nodal Officer

Ms. Shagun Malhotra Jhanji

Email: nodalofficer@clix.capital

c) The Grievance Redressal Mechanism is placed on the Company's [website](#) and enclosed herewith as **Annexure-1**.

The Company will clearly display in all its offices / branches and on the website that **in case the complaint does not receive response from the company within reasonable time or is dissatisfied with the response received, the complainant may approach the Complaint Redressal Cell of National Housing Bank by lodging its complaints in -**

- Online mode at the link <https://grids.nhbonline.org.in> OR
- Offline mode by post, in prescribed format available at link <http://test.nhb.org.in/Grievance-Redressal-System/Grievance-Redressal-System.php> to Complaint Redressal Cell, Department of Regulation & Supervision, National Housing Bank, 4th Floor, Core 5A, India Habitat Centre, Lodhi Road, New Delhi – 110003.

10. GENERAL

- a) The Company will verify the details mentioned by the Customer in the loan application by contacting him/her at his/her residence and / or on business telephone numbers and / or physically visiting his/her residence and/or business addresses through agencies appointed for this purpose, if deemed necessary by the Company.
- b) The customer would be informed to co-operate if the Company needs to investigate a transaction on the customer's account and with the police/ other investigative agencies, if the Company needs to involve them.
- c) The Company would 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.
- d) The Company will display about its products and services in any one or more of the following languages: Hindi, English or the appropriate local language.
- e) The Company will not discriminate on grounds of sex, caste and religion in the matter of lending. [Further, the Company will also 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.
- f) The Company will process requests for transfer of a loan account, either from the borrower or from a bank/financial institution, in the normal course. In case of receipt of request from the borrower for transfer of borrowal account, the consent or otherwise i.e. objection of the Company, if any, shall be conveyed within 21 days from the date of receipt of request.
- g) To publicize the code, the Company will:
 - a) provide existing and new customers with a copy of the Code
 - b) make this Code available on request either over the counter or by electronic communication or mail;
 - c) make available this Code at every branch and on their website; and
 - d) ensure that its staff are trained to provide relevant information about the Code and to put the Code into practice.
- h) The Board of Directors of the Company would provide for periodical review of the compliance of the Fair Practices Code and the functioning of the grievances redressal mechanism at various levels of management. A consolidated report of such reviews will be submitted to the Board at regular intervals.

11. MISCELLANEOUS

- a) **Disbursement of housing loan to individual linked to the stages of construction**
 - Disbursal of housing loans would be strictly linked to the stages of construction and no upfront disbursal should be made in case of incomplete/un-constructed projects.

- Any non-compliance in this regard will be viewed seriously and may attract penal provisions under the National Housing Bank Act, 1987.
- The Company will also bring the said contents to the notice of its Board and submit a resolution of the Board on the above lines to the NHB.

b) Illustrative Guidelines For Loan Facilities To Visually Impaired Persons

- All products, services, facilities, etc. offered by the Company would be made available to visually impaired persons and would be offered at all branches / offices of the Company.
- All products, services, facilities, etc. must be made available to visually impaired customers as are offered to other customers and their impairment of vision should not be a criterion for sanctioning/denying a loan.
- The Company must provide the same facilities to a visually impaired customer as it would to any other customer.
- The Company must follow the same procedure for extending products, services, facilities, etc. offered by them to a visually impaired customer as it does for its other customers.
- No additional burden of interest payment, collateral and other terms should be imposed on the visually impaired customer.
- If the credit policy of the Company does not insist for a co-borrower or a guarantor for other customers for any type of loan facilities extended by it, the same should not be insisted upon for a visually impaired customer.
- The Company would not equate visually impaired customers with illiterate customers.
- The Company would not deny any services to visually impaired customers including visually impaired customers who use their thumb impression. If necessary, the Company may take a Declaration of Thumb Impression as additional documents from visually impaired customer.
- Additional facilities like reading and filling up of forms, slips, etc. would be provided to a visually impaired customer. The Officer / Manager of the branch / office would read out the rules of business and other terms and conditions in the presence of a witness, if required by the customer.
- The Company must allow the visually impaired customer to take a loan or avail any other facilities offered by it jointly with anybody that he/she chooses including person(s) who is/are visually impaired.
- Visually impaired customers may be allowed to appoint a person/persons as their Power of Attorney or Mandate Holder to operate their account, if the visually impaired customer so desires.
- The Officer / Manager of the branch / office must inform a visually impaired customer / prospective customer of his rights and liabilities before offering the product.
- The documentation requirements of a visually impaired customer must be the same as any other customer. The account has to be clearly marked as "the account holder is visually impaired".
- The Company would provide a copy of all documents to visually impaired customer in digital form also, if required.
- The Company would provide a copy of the Most Important Terms and Conditions (MITC) to visually impaired customer in Braille form or text readable PDF, if so desired by them.
- The Company would preferably provide Electronic Clearing Service (ECS) facility to the visually impaired customer.

It may be kept in mind that these guidelines are only illustrative and by no means exhaustive.

.....

Grievance Redressal Policy

Current Review Date: 27-May-2025

Last Review Date: 27-May-2024, 26-May-2023

We truly believe in providing best in class services to our customers. We aim to understand both our strengths and areas of improvement from our customer's point of view and work across our business units to meet their needs. We do not discriminate in extending products and facilities including loan facilities to customers based on race, color, religion, and sex or physically / visually challenged applicants on grounds of disability.

Our Grievance Redressal Policy focuses to improve customer satisfaction by addressing key issues. Our endeavor is to ensure that all customer complaints are resolved as per defined time schedule. This facility has been provided to the customers to register complaints for speedy redressal.

Now you can get answers to most of your queries online at the click of a button. We urge you to visit [My Account](#) to have an easy access to your loan details, account statements, payment schedule and much more. You can also interact with our virtual assistant '[Maya](#)'. Not just this, you can also access details on Whatsapp by adding +918448111444.

However, for any assistance or redressal of your grievances, you may reach out to us via the various channels (Call/ Email/ Walk-in) as listed below:

Note: Clix Housing is a subsidiary of Clix Capital. Therefore, all email addresses are with the domain as @clix.capital.

Step 1: Complaint Registration:

Customers are requested to register their complaint/grievances through any of the below mentioned channels:

1. Call us: Customers may dial-in on 0120 646 5400 between 9:30 am and 6:30 pm from Monday to Saturday
2. Email: Drop us an email at hello@clix.capital
(Please mention your loan account number and contact number in the subject line)
3. Write to us: Grievance Redressal Cell, Clix Housing Finance Ltd, 6th Floor, Good Earth Business Bay II, Sector 58, Gurugram, Haryana, India – 122102.

Resolution of Grievances

1. The Customer service desk is responsible for the resolution of grievances at the earliest. They would be responsible for sending an acknowledgment to the customers with Service Request Number and tentative timelines for resolution.

2. It is the foremost duty of the Customer service desk to see that the complaint should be resolved completely to the customer's satisfaction. Any complaint which is partially or wholly rejected (resolution not in line with customer's expectation) shall be referred by the Company only, to Internal Ombudsman Officer (IO) for resolution. The IO shall examine the complaints based on records available, including documents submitted by the complainant, and comments/clarifications furnished by the Company to the specific queries of the IO. The IO may seek additional information from the complainant through the Company, if required.
3. Upon decisions/ resolution, a reply will be sent by the Company to the customer through email or post.

Time Frame

1. If a complaint is received from a customer through any of the above channels, the Company shall send an acknowledgement within 3 working days.
2. After examining the matter, the company will send final response or explain the reason for taking more time to respond and shall endeavor to do so within thirty days of receipt of complaint

Escalation:

Level 1 Escalation: In case customer is not satisfied with the response from Customer Care Team or have not received a satisfactory response within the defined timeframe mentioned above, customer may send us an email at head.services@clix.capital

Level 2 Escalation: If customers are still not satisfied with the resolution provided by head.services@clix.capital or has not received the resolution within the defined timeframe mentioned above, they may further escalate to the Grievance Redressal Officer/ Principal Nodal Officer.

All Complaints	
Mr. Sunny Dwivedi	Ms. Shagun Malhotra Jhanji
Grievance Redressal Officer	Principal Nodal Officer
Email : grievance.officer@clix.capital	Email : nodalofficer@clix.capital
Clix Housing Finance Limited 6 th Floor, Good Earth Business Bay II, Sector 58, Gurugram - 122102 Haryana, India Contact Number : 9319192134 (10.00 am to 6:30 pm)- Monday to Friday (except public holidays)	Clix Housing Finance Limited 6 th Floor, Good Earth Business Bay II, Sector 58, Gurugram - 122102 Haryana, India Contact Number : 9319192134 (10.00 am to 6:30 pm)- Monday to Friday (except public holidays)

Level 3 Escalation-

Complaint Redressal Cell of National Housing Bank

If the complaint/dispute is not resolved within a period of one month or is dissatisfied with the response received, the complainant may approach the Complaint Redressal Cell of National Housing Bank. The details of the complaint redressal cell are given below:



Department of Regulation & Supervision

National Housing Bank, 4th Floor, Core 5A

India Habitat Centre, Lodhi Road

New Delhi – 110003

You can also reach out to National Consumer Helpline at 1800 114 000 or email at crcell@nhb.org.in. For further details visit <https://consumerhelpline.gov.in/>

Grievance Registration & Information Database System (GRIDS) for Clix Housing

The complainant may approach the Complaint Redressal Cell of National Housing Bank by lodging its complaints in online using the link <https://grids.nhbonline.org.in>