



Fair Practice Code

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1. Preamble

India Mortgage Guarantee Corporation Private Limited ("**IMGC**") is registered as a mortgage guarantee company under the Master Directions - Mortgage Guarantee Companies (Reserve Bank) Directions, 2016. IMGC's primary business is to issue mortgage guarantees and its typical customers are the housing finance companies and banks providing retail housing loans to their borrowers.

This Fair Practice Code ("FPC") Policy is prepared pursuant to provisions of the Master Direction – Reserve Bank of India (Non-Banking Financial Company – Scale Based Regulation) Directions, 2023 dated October 19, 2023 (as amended) and Master Directions - Mortgage Guarantee Companies (Reserve Bank) Directions, 2016 dated November 10, 2016 (as amended) and applicable other notifications/circulars/directions as issued by the Reserve Bank of India ("RBI"), from time to time.

2. Objective

- (a) This FPC promotes good and fair practices by setting reasonable standards in dealing with Customers.
- (b) **Coverage** - Provide transparent coverage terms, follow fair and open-minded business practices, adhere to high integrity standards expected of a trustworthy partner.
- (c) **Service** - Provide unparalleled service levels in form of reliable turnaround times both at the time of underwriting a new mortgage guarantee and at the time of settlement of claims, instilling a level of confidence in IMGC's Customers.
- (d) **Value** - Offer products to help IMGC's Customers grow and share valuable inputs throughout IMGC's association with them utilizing our expertise in credit evaluation and data analytics across different lenders giving our customers additional insights into the market.

For the purposes of this FPC, the term '**Customer**' with reference to IMGC shall mean, housing finance companies and banks providing retail housing loans to its borrowers and who have a business relationship/ transaction with IMGC.

3. Commitment

- (a) IMGC shall abide by all the relevant laws, regulations and meet with the ethical principles of integrity and transparency during its interaction with its Customers.
- (b) While interacting with its Customers, IMGC may take all steps as may be required to provide clear information either in English or Hindi or the appropriate local language regarding its product and services, the terms and conditions including guarantee obligations and guarantee fees, benefits available to its Customers and the implications, if any.
- (c) A Mortgage Guarantee Agreement ("**MGA**") will be executed between IMGC and the Customer. As per the Mortgage Guarantee Companies (Reserve Bank) Directions, 2016, the borrower of IMGC's Customer will be a party to the contract by mortgage guarantee issued pursuant to the MGA by virtue of acknowledging the existence of contract of mortgage guarantee in an appropriate format as agreed between IMGC and the Customer.
- (d) The MGA shall include the obligations and liabilities of IMGC, circumstances in which IMGC can be called upon to honor the mortgage guarantee and process of raising and settlement of such demand in terms of the MGA and in consonance with the provisions of the Mortgage Guarantee

Companies (Reserve Bank) Directions, 2016.

- (e) Each application for mortgage guarantee shall be considered independently on merit, upon scrutiny of all the information, documents required to evaluate each housing loan for the provision of mortgage guarantee.
- (f) Upon receipt of the guarantee fees for every accepted mortgage guarantee application for a particular housing loan, IMGIC shall issue unconditional, absolute and irrevocable guarantee, in the form of a certificate of mortgage guarantee to the Customer, subject to the provisions of Master Directions - Mortgage Guarantee Companies (Reserve Bank) Directions, 2016 dated November 10, 2016 (as amended) and other relevant laws.
- (g) IMGIC shall communicate in writing to the Customer with respect to rejected mortgage guarantee applications, specifying the reason for rejection.
- (h) IMGIC would not discriminate on grounds of sex, caste and religion while evaluating the mortgage guarantee application.
- (i) IMGIC will provide adequate information to the Customers to enable them to communicate with their borrowers for whom such certificate of mortgage guarantee is issued, regarding the terms of the mortgage guarantee and related fees if any. The disclosure shall be done so as to ensure that the borrower of the Customer for whom such certificate of mortgage guarantee is issued, is aware of all cost parameters and benefits involved in processing and sanctioning of the mortgage guarantee.
- (j) IMGIC shall provide the Customers with all the information regarding its dues and provide reasonable time as agreed for payment of the same as determined in the terms of service of the housing loans backed by mortgage guarantees.
- (k) In the event a Customer raises a demand on IMGIC against a mortgage guarantee, IMGIC shall respond to the demand within reasonable time as agreed and documented in the MGA and the terms of service of the housing loans backed by mortgage guarantees.
- (l) Before making a demand on IMGIC, the Customer shall not be required to initiate any legal proceeding or enforce any other security from its borrower of the concerned guaranteed obligation. However, the Customer will need to comply with the terms of service of the housing loans backed by mortgage guarantees recording the services to be performed by the Customer for IMGIC as described in the terms of.
- (m) The Customer will ensure to comply with Fair Practice related guidelines/directions/notifications/circulars as issued by RBI with its borrowers at all time.
- (n) IMGIC shall disclose relevant documents, disclosures and information on its website and offices as required from time to time.
- (o) **Know Your Customer (KYC) Guidelines:** IMGIC shall explain the requirements of Master Direction - Know Your Customer (KYC) Direction, 2016 to its Customers and inform them about the documents required for establishing the identity of the Customer before entering into a business transaction with such Customer. IMGIC would obtain only such information to meet with IMGIC's KYC, Anti-Money Laundering or any other statutory requirements.

4. Compliance

IMGIC will review the compliance of this FPC and a consolidated report of such review may be submitted to the Board of directors of IMGIC on quarterly basis.

5. Privacy and Confidentiality

- (a) IMGIC will treat the information relating to Customers for whom the certificate of mortgage

guarantee is issued as strictly confidential and shall not share any information, unless required under applicable law(s) or waived or permitted by the Customer.

- (b) IMGC will treat all personal information of the borrowers of its Customers whose housing loans are backed by mortgage guarantees, as private and confidential and shall not divulge any information to any third person unless required by any law or Government authorities including regulators or Credit agency or where the sharing of information is permitted by the Customer.

6. Mode of Communication of FPC

- (a) IMGC will provide a copy of this FPC, at request, to Customers. This FPC will also be made available on IMGC's website and at its office.
- (b) IMGC would provide, on request, copy of FPC to new and prospective Customers prior to commencement of any business transaction with such Customer.

7. Advertising, Marketing and Sales

IMGC will be clear and not misleading in any of its advertising and promotional materials pertaining to the mortgage guarantee products offered by IMGC.

8. Amendment to the FPC

IMGC reserves the right to amend/ alter/ modify this FPC as mentioned hereinabove and provide updates from time to time, not affecting/ sacrificing the underlining spirit of the FPC. Such alternation/ amendments may be displayed at the notice boards of the branches/ Corporate Office and IMGC's website for the benefit and information of the Customers.

9. Policy on Penal Charges and Reset of floating interest rate

IMGC is registered as a mortgage guarantee company under the Master Directions - Mortgage Guarantee Companies (Reserve Bank) Directions, 2016 and its primary business is to issue mortgage guarantees and its typical customers are the housing finance companies and banks providing retail housing loans to their borrowers. Further, IMGC and its business partners engage into Mortgage Guarantee Agreement and govern by its terms and conditions. Accordingly, IMGC does not source, disburse or sanction loan to its customers or any individual borrowers. Hence, the requirement to such policy(ies) is not applicable to IMGC.

10. Reserve Bank – Integrated Ombudsman Scheme, 2021

IMGC shall comply with the guidelines/directions provided under the Reserve Bank-Integrated Ombudsman scheme.

11. Grievances and Complaints

The Customers of IMGC can reach out to the Company for any complaint and disputes. The details of Grievance Redressal Officer/Principal Nodal Officer and matrix are given below:

- (a) The details of the Grievance Redressal Officer/ Principal Nodal Officer under this FPC who can be approached by the Customers for resolution of complaints against IMGC are as follows:

Name: Amit Bhachawat
Designation: Chief Financial Officer
Address: India Mortgage Guarantee Corporation Private Limited,
4th Floor, Unit no 405/ 405-A, Tower B, World Trade Tower (WTT),
Plot no C-1, Sector 16, Noida, Gautam Buddha Nagar, Uttar Pradesh, 201301
Tel: +91 120 4898 000
E-mail: compliance@imgc.com

- (b) In case the complaint /dispute is not redressed within a period of one month, the Creditor Institution may appeal to the Officer-in-Charge of the Regional Office of DNBS, New Delhi at following address:

“Reserve Bank of India
6, Sansad Marg,
New Delhi - 110001, India.
Tel: +91-11-23325225 Fax: +91-11-23711250
Email : rdnewdelhi@rbi.org.in”

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