

# Code of Commitment



## **PROSPER HOUSING FINANCE LIMITED (PHFL)**

**[Formerly: HBN Housing Finance Limited]**

**{REGISTERED WITH NATIONAL HOUSING BANK (NHB)}**

**Registered Office: Ansal Utility Commercial Complex, S-2-B, 2<sup>nd</sup> Floor, Paschim Vihar, New Delhi-110063**

**CIN No.: U65910DL2004PLC124134 | Website: [www.prosperhousingfinance.com](http://www.prosperhousingfinance.com)**

**Email: [info@prosperhousingfinance.com](mailto:info@prosperhousingfinance.com) | Telefax.: +91-64513668, +91-25260122**

## **1. Introduction**

This is a voluntary Code, reflecting PHFL's positive commitment to customers/members to provide easy, speedy and transparent access to our services. This Code is not only a citizens charter but also enshrines his obligations vis-à-vis PHFL.

## **2. Objectives of the Code**

The Code has been developed to

- Promote good and fair practices in dealing with you;
- Increase transparency so that you can have a better understanding of what you can reasonably expect of the services;
- Improve our understanding of your needs through effective communication.
- Encourage co-operative spirit and movement;
- Promote a fair and cordial relationship between you and PHFL
- Foster confidence in the co-operative system and institutions.

## **3. Key Commitments**

### **A. Our key commitments to you**

To Act Fairly And Reasonably In All Our Dealings With You By:

- Providing financial assistance for housing and home improvement.
- Providing speedy and efficient service delivery.
- Meeting the commitments and standards in this Code, for the products and services we offer, and in the procedures and practices our staff follow.
- Making sure our products and services meet relevant laws and regulations in letter and spirit.
- Ensuring that our dealings with you rest on ethical principles of integrity and transparency.
- Operating secure and reliable system of financial assistance.

### **B. To Act Fairly And Reasonably In All Our Dealings With You By:**

- Giving you information about them in Hindi and English languages.
- Ensuring that our advertising and promotional literature is clear.
- Ensuring that you are given clear information about our products and services, the terms and conditions and the interest rates/service charges, which apply to them.
- Giving you information on what are the benefits to you, how you can avail of the benefits, what are their financial implications and whom you can contact for addressing your queries.

### **C. To Help You Use Your Account Or Service By:**

- Providing you regular appropriate updates.
- Keeping you informed about changes in the interest rates, charges or terms and conditions.

### **D. To Deal Quickly And Sympathetically With Things That Go Wrong By:**

- Correcting mistakes promptly.

- Handling your complaints promptly.

**E. To Publicise the Code We will**

- Make available this Code for perusal at our office and on our website;
- Ensure that our staff to put the Code into practices.

**F. To adopt and practice a Non - Discrimination Policy**

We will not discriminate on the basis of age, race, gender, marital status, religion or disability.

**4. Information**

**A.** You can get information on interest rates, common fees and charges through any one of the following:

- Phoning our office;
- Looking at our website i.e. [www.prosperhousingfinance.com](http://www.prosperhousingfinance.com)
- Asking our designated staff/help desk

**B.** If you want to Become our Customer we will:

- Give you information on all schemes offered by us.
- give you information explaining the key features of our services and products, including applicable interest rate, methodology of calculation of interest and fees and charges;
- give you information on products and services which we offer;
- Tell you what information we need from you to prove your identity and address, for us to comply with legal, regulatory and internal policy requirements.

**5. Interest Rates**

**I. Changes in interest rates**

We will inform you of the change in interest rates on our products within seven days of the decision by.

- Writing to you.
- Notice at the office.
- Placing on website

**II. Tariff Schedule**

**Fees & Charges**

- We will make known to you all charges applicable to the products and services chosen by you.
- We will also provide you information about the penalties liable in case of non-observance/violation of any of the terms and conditions governing the product/ services chosen by you.
- If we increase any of these charges or introduce a new charge, it will be notified through our website.

**III. Terms and Conditions**

- When you become a customer or avail of a product/ service, we will advise you the relevant terms

and conditions for the service you have asked us to provide.

- All terms and conditions will be fair and will set out respective rights and liabilities and obligations clearly and as far as possible in plain and simple language.
- we will tell you of changes to terms and conditions through any of the following channels :-
- Account statements
- Written Communication.
- Notice Board at office.
- Email/Website/SMS

## **6. Privacy and Confidentiality**

We will treat all your personal information as private and confidential even when you are no longer a customer], and shall be guided by the following principles and policies. We will not reveal information or data relating to your accounts, whether provided by you or otherwise, to anyone , other than in the following exceptional cases:

- If we have to give the information by law
- If there is a duty towards the public to reveal the information
- If we have to pass your account details to credit reference agencies which include the business/personal debts you owe us as also the conduct of your account and the checks we may make with them from time to time.

## **7. Lending**

Our loan policy dealing with your application for loan or any financial assistance will be reflective of the objectives and spirit of the national policy and the regulatory prescription.

### **I. Application**

We will

- Make available, free of cost, simple standardized, easy to understand application form for loans.
- Provide you with a checklist (compliant with legal and regulatory requirements) along with the loan application form to enable you to submit the application complete in all respects. If required, we will assist you in filling up your loan application form.
- At the time of making available application form also provide you information about the interest rates applicable and the fees/charges, if any, payable for processing, pre-payment options and charges, if any, and any other matter which affects your interest, so that a meaningful comparison with those of others can be made and informed decision can be taken by you.
- Acknowledge in writing the receipt of your loan application.
- Normally collect all particulars required for processing the application for loan at the time of application. In case we need any additional information, we will contact you within seven working days from receipt of application.
- Endeavor to enable you know online the status of your application.
- Dispose of your application for loan or enhancement of loan within two weeks, provided your

application is complete in all respects and is accompanied by documents as per checklist provided.

## **II. Credit assessment**

### **a. We will**

- Verify the details mentioned by you in your application by contacting you through our staff / agencies appointed by us for this purpose at your business address/residence.
- Before lending you any money, assess whether you will be able to repay it. We shall carry out proper assessment of your loan application by carrying out detailed due diligence and appraisal.
- Satisfy ourselves about the reasonableness of the projections made by you.

### **b. This assessment may include looking at the following ;**

- Information you give us, including the purpose of borrowing.
- Your plan for construction/purchase/improvement/expansion of house/flat
- Your cash flow, profitability and existing financial commitments supplemented, if necessary, by account statements.
- Your personal financial commitments.
- How you have handled your finance in the past.
- Information we get from credit reference agencies.
- Ratings assigned by reputed credit rating agencies, if any.
- Information from others, such as other lenders/creditors.
- Market reports.
- Any security provided.

### **c. Guarantees**

- If you want us to accept a guarantee or other security from someone else for your liabilities, we will ask you for your permission to give confidential information about your finances to them or to their legal adviser. We will also
- Help them understand their commitment and the possible consequence of their decision.
- Tell them that by giving the guarantee or other security they may become liable as well as you.

## **III. Sanction/Rejection**

### **We will:**

- Supply authenticated copies of all the loan documents executed with a copy each of all enclosures quoted in the loan documents and the list thereof.
- Convey in writing the reasons for not acceding to your request for a loan.
- Follow a rating system, the parameters of which will be shared with you.
- Permit pre-payment/Re-schedulement of loans/Pre-closure with penalty.
- Ensure disbursement of the loan sanctioned within two working days from the date of compliance with all terms and conditions governing such sanction.

## **IV. Post Disbursement**

**We will:**

- Assure that we refrain from interference into your affairs except on what is in terms of sanction of loan, loan agreement or when new information comes to our knowledge.
- Endeavor to be constructive in our monitoring process and sympathetically deal with genuine difficulties that you may face in dealing with us.
- Convey our consent or otherwise within two weeks of receipt of a request for transfer of the account.
- Release all securities on receiving repayment of loan immediately and in any case within a fortnight subject to any legitimate right or lien for any other claim we may have against you. e. Give notice in case we exercise such right of set off, with full particulars of our remaining claims against you as also of the documents under which we are entitled to retain the securities till the relevant claim settled/paid by you.

**V. Financial Difficulties**

How we can help

We will consider cases of financial difficulties sympathetically and positively. You will usually identify problems first and should let us know as soon as possible.

This list gives you a few examples of what may concern us, particularly if you do not explain what is happening;

- If there is stoppage/suspension of work for an unreasonably long time.
- If you suddenly lose a business partner or co-promoter or co-borrower.
- If you sell a large part of your business/Mortgaged property.
- If you use the loan for purpose other than those agreed with us or divert the funds for purposes other than intended.
- If you does not service EMI/interest at prescribed intervals.
- If you fail to adhere to the agreed loan repayment schedule.
- If you do not comply with conditions set out in the loan agreement.
- If you do not furnish agreed information on time.
- If you misuse the property other then living.

We will do all we can to help you overcome your difficulties. With your active co-operation, we will develop a plan for dealing with your financial difficulties. We may ask you for more financial information/commitments to help us work together to understand your problems.

**8. Collection of Dues**

- Whenever we give loans, we will explain to you the repayment process by way of amount, tenure and periodicity of repayment. However, if you do not adhere to repayment schedule, a defined process in accordance with the law will be followed for recovery of dues. The process will involve reminding you by sending you notice or by making personal visits and/ or repossession of security if any. In case of default, we may refer the case for recovery; we will inform you that recovery proceedings have been initiated.

- Our collection policy is built on courtesy, fair treatment and persuasion. We believe in fostering customer confidence and long-term relationship.
- We will provide you with all the information regarding dues and will endeavor to give sufficient notice for payment of dues. Our staff deputed for collection of dues or/ and security repossession will identify himself/herself. Any person authorised to represent us for these purposes will identify himself/herself and also display the authority letter issued by us.
- All the members of the staff or any person authorised to represent PHFL in collection or/and security repossession would follow the guidelines set out below:
- Your privacy would be respected.
- Interaction with you would be in a civil manner.
- Normally our representatives will contact you between 10AM TO 6 PM hrs, unless the special circumstances of your business or occupation require otherwise.
- All assistance would be given to resolve disputes or differences regarding dues in a mutually acceptable and in an orderly manner.
- During visits to your place for dues collection, decency and decorum would be maintained.

## 9. Protecting your accounts

### A. Secure and reliable system

We will provide secure and reliable system that you can trust upon. We request you to keep us updated on the below mentioned details:

Name

Address

Phone Nos. and Mobile Nos.

E-mail address.

Change of profession

## 10. Complaints, Grievances and Feedback

PHFL has also framed Grievance Redressal Committee consists of following Officers which are mentioned below for resolving the complaints quickly:

S.No.	Name	Designation
1.	Ms. Gurvir Kaur Sran	Director
2.	Mr. Vibha Wadhwa	Chief Financial Officer

- a) **Escalation:-1** If the customer is not satisfied, he/she may contact the Nodal Officer at the following address:

**Ms. Vibha Wadhwa**

**Chief Financial Officer**

Ansal Utility Commercial Complex, S-2-B, 2nd Floor,  
Paschim Vihar, New Delhi-110063  
Contact: 09213866224, 011-25260122  
E-Mail Id: vibhawadhwa@gmail.com

- b) Escalation:-2** If a customer is not satisfied with the Response from Nodal Officer, He/She may Contact the Chief Executive Officer at the Below Address

**Ms. Gurvir Kaur Sran**

**Director**

Ansal Utility Commercial Complex, S-2-B, 2nd Floor,  
Paschim Vihar, New Delhi-110063  
Contact: 011-25260122  
E-Mail Id:gurvir1112@gmail.com

- c) Escalation to National Housing Bank:** If the customer is not satisfied with the above response, he/she may appeal to the National Housing Bank (NHB) under whose jurisdiction our company is registered.

**Address..... National Housing Bank (NHB)**  
**Department of Regulations and Supervision**  
**India Habitat Centre**  
**Core 5A, 3<sup>rd</sup> Floor, Lodhi Road**  
**New Delhi-110003**  
**Contact.....011-24649031-35**  
**E-mail.....crcell@nhb.org.in**  
**Fax.....011-24649030**

- d)** Further, NHB has launched Grievance Registration & Information Database System (GRIDS) to facilitate complaint lodging and its status tracking by the complainants lodged with NHB against Housing Finance Companies. Any Customer can type on the Internet Browser **https: / /grids.nhbonline.org.in** to lodge the complaint.

PHFL would publicize its Grievance Redressal Procedure and ensure that is available on website.