Fair Practice Code

Of

Gujarat State Investments Limited

(CIN. U64990GJ1988SGC010307)

Fair Practice Code – Gujarat State Investments Limited (GSIL)

Introduction

The Board of Directors of Gujarat State Investments Limited ('GSIL' or 'the Company') has approved the Fair Practice Code as required in terms of Reserve Bank of India Circulars No. CC No. 80/03.10.042/2005-06, dated 28-09-2006, CC No. 03.10.042 / 2007-08 dated October 10, 2007, CC No. 185/03.10.042/2010-11 dated July, 01, 2010, CC No. 266/03.10.01/2011-12 dated March 26, 2012 and CC No. 320/03.10.01/2012-13 dated February 18, 2013, further consolidated in Master Directions, Non-Banking Financial Company – Systemically Important Non-Deposit taking Company, No. DNBR PD. 008/03.10.119/2016-17dated September 01.2016 to be followed in all dealings with the borrowers of the Company.

GSIL is an Investment Holding Company for various investments as per the direction of the Government of Gujarat. More than 90% of GSIL's total assets consist of investments in shares of Associates and Subsidiary. GSIL is also classified as a Core-Investment Company – Non-Deposit Taking Systemically Important (CIC-ND-SI) by the Reserve Bank of India ("RBI") vide its certificate of registration dated January 4, 2019. Activities undertaken by the Company are governed by the Master Direction - Core Investment Companies (Reserve Bank) Directions, 2016 ("CIC Directions") as amended from time to time.

GSIL does not deal in active lending business but provides support to its Group Company in the course of their business.

Objective of the Fair Practice Code

The code has been developed with an objective of:

- (1) Ensuring and promoting good and fair practices while dealing with customers.
- (2) Providing greater transparency enabling customers in having a better understanding of the product and taking informed decisions.

(3) Building customer confidence in the Company by promoting fair and cordial relationship.

(4) Formulate operating guidelines for implementation of Fair Practices Code in an effective manner.

(5) Mechanism for constantly receiving feedback/grievances from group companies in order to improve the implementation of Fair Practices Code.

i) Applications for Loans and their processing

The Company does not have operating lending business and to that extent it does not have any "Product" to be offered to customers. The only applicants for loan from the Company are its Group / Associate companies which are provided loans on short term basis on an arm's length basis. Such loans are provided based on terms as are agreed between the Company and the Group / Associate Company. Secondly, given the objectives of GSIL, currently there is no standard documentation or time frame for processing of the application since there will be loans which are based on appropriate corporate authorization. With respect to the loan applications, the Company shall use the vernacular language or a language as understood by the borrower for all communications and shall also state the documents required to be submitted. The Company shall also devise a system of giving acknowledgement for receipt of all loan applications along with time line within which loan applications will be disposed off.

Gujarat State Investments Limited (GSIL) may lend to Government of Gujarat owned entities. The 'Application Form / Loan Request Letter' for these lending are different depending upon the requirement of each Borrower and will include all information that is required to be submitted by the Borrower such as Type of Loan, Amount of Loan, Time period etc. GSIL shall intimate the list of documents required to be submitted by the Borrowers along with the loan request.

ii) Loan appraisal and terms/conditions

The terms of the loans are agreed within the Company and the Group / Associate to the Company and these are also captured in the documentation that is entered into in this regard. The Company shall convey the amount of loan sanctioned along with the terms and conditions, annualized rate of interest and method of application by means of a sanction letter or otherwise in the vernacular language or a language as understood by the borrower. The Company shall mention the penal interest charged for late repayment in bold in the loan agreement. The Company shall furnish a copy of the loan agreement, if any, along with each of the enclosures quoted in loan agreement to the borrower.

iii) Disbursement of loans including changes in terms and conditions

The Company, being an Investment Holding Company, does not have any active lending Products. However, the Company provides short term loans to its Group / Associate /Subsidiary companies. Such short term loans are provided on arm's length basis as per the terms and conditions that may be agreed upon between the Company and the concerned subsidiary / joint venture / associate. Any change in the terms and conditions

would be as discussed and agreed upon between the Company and the Group / Associate /Subsidiary companies, since these are the contractual documents and the Company does not offer any off the shelf products unlike other companies who are providing retail loans. The Company shall convey to the borrowers, any change in the terms and conditions including disbursement schedule, interest rates, service charges, prepayment charges etc. by means of a notice in the vernacular language or a language as understood by the borrower. Right of set off will only be exercised by the company after giving notice to borrower along with full particulars about the remaining claims and conditions under which company is entitled to retain the securities till the relevant claim is settled/ paid.

iv) Interest Rate

The Company shall put in place appropriate internal principles and procedures to determine interest rates, processing and other charges. The Management may decide Interest Rate Model taking into account relevant factors such as cost of funds, perceived risk & required margin.

v) General

(a) The Company shall refrain from interference in the affairs of the borrower, except for the purposes provided in the terms and conditions of the loan agreement/disbursement letter (unless new information, not earlier disclosed by the borrower, has come to the notice of the Company).

(b) The Company shall not resort to any undue harassment, viz. persistently bothering at odd hours, use of muscle power in the matters relating to recovery of loans.

(c) The Company shall ensure that the staff is adequately trained to deal with the customers in appropriate manner.

(d) The Company shall lay down an appropriate grievance redressal mechanism within the organization.

(e) All grievances shall be heard and disposed off by a person at least one level higher to the person/ designation against/ relating to whom the grievance is made. After examining the matter, the Company shall endeavor to provide the borrower/ applicant with its final or other response, within a period of six (6) weeks from receipt of such complaint/ grievance. (f) The Company may meet periodically to review the compliance of the fair practices code and the functioning of the grievances redressal mechanism at various levels of management.

(g) The Company shall display the following information prominently, for the benefit of its customers, places where business is transacted

In case of any complaint/ grievance, the customers may contact:

Grievance Redressal Officer: Shri G. S. Pathak, Chief Financial Officer

Telephone: 91-079-26586636

Website: www.gujsil.in E-mail: infoatgsil@gmail.com

In case the complaint/ dispute is not redressed within a period of one month, the customer may appeal to -

Officer-in-Charge of the Regional Office of DNBS of RBI (with complete contact details).