

MANAPPURAM ASSET FINANCE LTD

INTEREST RATE POLICY

As amended up to 16-05-2019

I) INTRODUCTION:

The Company has been following certain procedures and practices in the matter of fixing interest rates on loans (assets) and NCDs/Subordinated Bonds (liabilities). Interest rates are not controlled by the Reserve Bank of India. However, RBI has vide circular DNBS. CC.PD. No .266/03.10.01/2011-12 dated 26 March 2012 (Guidelines on Fair Practices Code for NBFCs) directed NBFCs to have a documented Interest Rate Policy / Model approved by the Board of Directors which would lay down internal principles and procedures in determining interest rates and other charges on the loan products offered by NBFCs. The specific points referred to in the above referred RBI circular are,

- i) Charging of excessive interest rates by NBFCs.
- ii) The need for adoption of an interest rate model along with approach for gradations of risk & rationale for charging differential rates.
- iii) Disclosure of rates of interest rates, changes thereof and publicity thereto.
- iv) Adoption of annualized rates of interest while dealing with customers.

II) OBJECTIVES

The main objectives of the interest rate policy are to:

- i) Ensure that interest rates are determined in a manner as to ensure long term sustainability of business by taking into account the interests of all stakeholders,
- ii) Develop and adopt a suitable model for calculation of a reference rate,
- iii) Enable fixation of interest rates which are reasonable: both actual and perceived.
- iv) Ensure that computation of interest is accurate, fair and transparent in line with regulatory expectations and market practices.
- v) Charge differential rates of interest linked to the risk factors as applicable.
- vi) Facilitate transition to income recognition norms that may be stipulated by RBI in future and adoption of best practices.

III) DETAILS OF POLICY

A) Methodology for calculation of interest on loan accounts

The main spirit underlying the methodology is to project a transparent and fair approach to the customers and also be in readiness to adopt the practices now in vogue amongst commercial banks keeping in view the peculiarities of the gold loan business.

i) On the daily balances

Interest amount shall be calculated on the daily outstanding balance in the loan account at the applicable rate. Thus if the annualized rate of interest applicable is R% the interest amount for each day would be

$$\frac{R \times \text{Amount outstanding}}{36500}$$

ii) Minimum period for which interest chargeable:

The minimum period for which interest is payable by the borrower shall not exceed 1 day only. Interest payable / receivable shall be calculated on the actual daily outstanding balance.

iii) Basis - number of days per year:

Interest shall be calculated based on 365 days a year. Dates of disbursement and closure of account shall both be included for computation of interest.

iv) Compounding:

Compounding of interest where applicable, as provided in the loan scheme, shall not be at a frequency more than 1 month / 30 days in a year

v) Fixed rate Floating rate

All loans shall be granted at fixed rate only.

B) Annualised rate of interest

- i) Interest rate quoted shall be on annualized basis only in all documents, internal instructions/ communications and publicity materials (pamphlets, brochures, hoardings, etc)

- ii) Where the rates are mentioned in non-annualized form (e.g. in product promotion) the annualized rate shall also be mentioned along with so as to comply with regulatory requirements and Fair Practices Code,

C) Risk Based Gradation of Interest Rates

- i) Considering the nature of the loans (collateral valuation being vital) the major inherent risk is the Loan to Value (LTV) or Loan per Gram. Since a higher LTV translates to a higher risk it stands to reason that LTV and Interest rate should be correlated. Accordingly, assuming all other factors to be the same a higher LTV loan should attract a correspondingly higher interest rate as compared with a lower LTV loan.
- ii) The LTV linkage with interest rate shall be at the time of sanction of loan and cannot be changed subsequently due to movements in the overall collateral coverage arising from market movements in gold prices,
- iii) Where substantially low rates of interest are charged on certain / special schemes or in specified regions/areas / branches the maximum amount per borrower shall be appropriately restricted and checks put in place to prevent misuse of the facility. Such schemes shall be periodically reviewed and appropriately modified to meet with the overall objectives of floating such schemes.

D) Ceiling Interest Rate on Loans

- i) Keeping in view the regulatory (RBI) expectations from NBFCs and also the Fair Practices Code the maximum interest rate chargeable shall be fixed at 36 % pa across all states / regions excluding compounding effect where applicable under any schemes. The minimum interest rate fixed as per the current scenario is 12% pa.
- ii) The above mentioned ceiling shall be reviewed periodically as and when required, by the Board of Directors keeping in view regulatory guidelines / directives, intensity of competition in the market, net interest margin target, market rates etc.

E) Penal Interest on overdue loans

When the loan remains outstanding beyond the 'normal' tenure (Between 3 Months and 1 year) without FULL servicing of interest due penal interest may be charged at a rate not exceeding 3% pa (i.e. at the contracted rate plus 300 basis points) on the amount due and payable. Penal interest provisions shall be calculated and will apply only after the

expiry of the 'normal' tenure. Penal interest may be waived, in full or in part, in deserving cases by Managing Director recommendations of CEO.

F) Rebate on interest

Schemes offering rebate on the interest rate may also be considered on the ground that customers who regularly service interest payable on loans deserve to be incentivized. The extent of rebate may vary from scheme to scheme but may not exceed 3% pa (300 basis points on the contracted rate). Rebate may be considered at the time of full settlement in cases where interest payable has been serviced by the due dates without any default on all occasions. However, a grace period of 3 calendar days may also be considered and built into the loan scheme.

G) Due date for servicing interest

Interest will be calculated from the date of disbursement and shall be charged for the day of closure of the account also as per current practice. The due date for payment of interest shall run from the date of disbursement,

H) Structured Products

Products offered and features thereof shall be straight forward, transparent and simple to understand so as to comply with the letter and spirit of RBI guidelines. Structured products, when introduced, should comply with the basic features of the Interest Rate policy and the FPC. Features of such products, especially the differential features, should be clearly explained to and understood by the prospective borrower before sanction as a matter of fair practice. Operational personnel should be well equipped in this regard.

I) Base Rate and Net Interest Margin

- i) In order to arrive at a proper basis for arriving at the cost of borrowings / funds / resources a suitably calculated 'base rate' shall be developed keeping in the weighted average cost of borrowings, interest paid on liability products (NCDs / Subordinated Bonds) and return on equity capital. Return on equity capital shall be taken at 18 %, Interest rate on loans shall be based on the 'base rate' so that scope for interest rate mismatches is minimized,
- ii) The base rate shall be calculated periodically and approved by the ALCO (para L below).
- iii) The NIM (Net Interest Margin) shall be calculated over the 'base rate' so calculated to arrive at the lending rate.

- iv) The NIM shall be capped at 14% (1400 basis points) over the 'base rate'.
- v) Lending at or below the 'base rate' shall be done only for short term promotion of business either for a specific loan scheme or specific branch(es) or for lending to poor downtrodden sections.
- vi) Lending at or below the 'base rate' shall not exceed 10% of the total loan portfolio.
- vii) Lending at below the ['base rate' plus operational expenses] shall not exceed 15% of the total loan portfolio.

J) Interest rates on HP loans

The Interest rate applicable to each loan account will be assessed based on multiple parameters like tenure, borrower profile, borrowers repayment capacity based on the cash flows, loan to value of the asset financed, type of collateral security provided by the borrower and past repayment track record of the borrower, etc.

The rates of interest for the same product and tenor availed during same period by different customers need not be standardized but could be different for different customers depending upon consideration of any or combination of a few or all factors listed above.

The Company shall intimate the borrower loan amount, annualized rate of interest and method of application at the time of sanction of the loan along with the tenure and amount of monthly installment.

The company also offers variable and equated monthly/weekly/daily installments schemes.

The other charges such as processing fees, additional interest charged on delayed payments etc are mentioned in the Schedule which is part of the Loan Agreement.

- Other financial charges like pre payment/ foreclosure charges, cheque swaps, cash handling charges, RTGS/ other remittance charges, commitment fees, charges on various other services like issuing NO DUE certificates, NOC, letters ceding charge on assets/ security, security swap & exchange charges, field collection charges etc. would be levied by the company wherever considered necessary. Besides the base charges, the service tax and other cess would be collected at applicable rates from time to time. Any revision in these charges would be with prospective effect.
- Interest rate models, base lending rate and other charges, and their periodic revisions are made available to our prospective and existing customers through our offices and branches. Prior to entering into an agreement with our customers, we provide them with our statement of charges and interest and

address their queries and questions on the same, to their satisfaction. Our loan officers ensure charges and rates of interest are explained clearly and transparently to the people who may be interested in our products.

- Claims for refund or waiver of charges/ penal interest / additional interest would normally not be entertained by the company and it is at the sole discretion of the company to deal with such requests if any.
- The maximum interest rate chargeable shall be fixed at 28% p. a. across all states / regions / borrower categories.

K) Interest Rate for Loan Against Property and Business Loans (SME Loans)

- The interest rate applicable to each loan will be assessed based on multiple parameter like The cost of borrowed funds, Inherent credit and default risk in the products and the profile of the customers, Nature and value of securities, Profile of the customers, Past repayment track of the customers, External rating of the customers, Industry trend, Offerings by the competition and, Future business potential
- The rate of interest may be different for different customers depending upon an evaluation of the factors listed above.
- All loans shall be granted a fixed rate only.
- Interest rates will be intimated to the customers at the time of sanction of the loan and the interest and principal repayment schedule will be made available to the customer.
- Interest rate quoted shall be on annualized basis only in all the documents, internal instructions / communications and publicity materials.
- Where the interest rates are mentioned in non-annualized for promotional purpose, the annualized rate shall also be mentioned along with so as to comply with regulatory requirements and Fair Practice Code.
- The interest shall be deemed payable immediately on the due date as communicated and no grace period for payment of interest is allowed.
- Apart from normal interest, the company may levy additional /penal interest for any delay or default in making payments of the dues.
- Besides interest, other financial charges like processing fees, late payments, pre-payment charges etc. may be levied by the company under due communication to the customer, wherever considered necessary. Any revision in these charges would be with prospective effect.

- Claims for refund or waiver of charges/ penal interest / additional interest will normally not be entertained by the company and it is the sole discretion of the company to deal with such requests if any. Discretion to waive/reduce the charges shall be with MD on recommendation of CEO.
- Keeping in view of the regulatory expectations from NBFCs and also the Fair Practice Code, the maximum interest rate chargeable shall be fixed at 28% p.a (excluding compounding effect) or base rate + 1400 basis points whichever is higher.
- When the loan / Instalments is in overdue, penal interest may be charged at a rate not exceeding 400 basis points over and above the normal rate applicable to the account on the overdue amount for the overdue period.
- Pre-payment charges may levied up to 4% of the principal repaid ahead of the schedule.
- Processing fee may be charged up to 3% of the loan amount disbursed. Further, initial non refundable processing fee may charged up to Rs.10000/- per loan proposal and the same may be adjusted against the processing fee payable at the time of loan disbursal.
- Service tax wherever applicable shall be charged and the same shall not be counted for the purpose of above ceiling.

L) Asset Liability Management Committee (ALCO)

- i) The ALCO shall hold meetings at calendar quarterly intervals or more frequently when required. Review of interest rates shall be periodically taken up by the ALCO within the overall stipulations of the Interest Rate Policy approved by the Board of Directors.
- ii) The ALCO shall consist of the under mentioned functionaries

1) Managing Director	Member
2) Chief Executive Officer	Member
3) Chief Financial Officer	Member
4) Head of Risk	Member

M) Other Charges Recovery of Out-of-Pocket Expenses

- i) The Company may also levy other charges such as loan processing fees, insurance (of gold ornaments), processing charges for delivery of gold against lost pawn ticket, safe custody charges (due to failure to take delivery of gold ornaments immediately after closure of account), statement of account etc. In addition, the Company shall be entitled to recover costs incurred in connection with postage, legal costs etc. The above charges shall be pegged at reasonable levels and in the spirit of Fair Practice.

ii) Guidance rates are as under:

Description of the charges	Extent of charges	Comments
Loan processing , Appraisal charges, Insurance etc.	Will be capped at 1% of the loan amount. A reasonable minimum and maximum in absolute terms may be prescribed.	Segments borrows (i.e. small borrowers), Special schemes may be exempted from such charges.
Delivery against lost Pawn Ticket – processing charges	Between a minimum of Rs 50 and maximum of Rs 250 per pledge	
Safe custody charges – when borrower does not immediately take delivery of the pledged gold ornaments	Between 0.10% to 0.25% per month subject a reasonable minimum and maximum in absolute terms	
Statement of account	Free of cost if demanded within 30 days of closure of account. In other cases a minimum of Rs. 25 and maximum of Rs. 100 per statement	
Postage, Courier charges	As per Existing circular	

iii) The actual rates from time to time shall fixed by the ALCO within the band / limits mentioned under each head and reviewed at at least half yearly intervals.

iv) ALCO shall have the authority to implement any other reasonable / justifiable charge from time to time.

v) Taxation regulations as applicable shall be complied with.

vi) Discretion to waive / reduce the charges shall be vested with MD.