



APTUS FINANCE INDIA PRIVATE LIMITED

FAIR PRACTICES CODE

This Code has been formulated by Aptus Finance India Private Limited (Aptus Finance), the “company”, pursuant to the Guidelines issued by the Reserve Bank of India on Fair Practices Code for Non Banking Finance Companies vide its circular DNBR (PD) CC.No.054/03.10.119/2015-16 dated July 01, 2015. This Code supersedes all previous versions and shall come into force with effect from August 11, 2020.

Objectives

The primary objective of the code is as below:

1. To promote good and fair practices by setting minimum standards in dealing with customers.
2. To increase transparency so that the customer can have a better understanding of the services expected.
3. To promote a fair relationship between the company and the customer.
4. To encourage market forces, through fair competition, to achieve higher operating standards.
5. To foster confidence in the housing finance system overall.

Application of the Code

1. The Code would be applicable to all persons offering the Products and Services of the company as an employee or otherwise in any manner and / or by any mode.
2. The Code is applicable under normal operating environment except in the event of any force majeure.
3. The Code is based on ethical principles of integrity and transparency and all actions and dealings will follow the spirit of the Code.

Commitment to Customers

1. The company will to the best of its ability, act fairly and reasonably in all dealings with the customer, meeting ethical principles of integrity and transparency and always following the relevant laws and regulations in letter and in spirit.
2. The company will make sure that all its products and services are explained to its customers fully and ensure complete understanding.
3. It will have literature in multiple languages and also make every effort to ensure that the terms are clear and not misleading and understood by the customer.
4. Its Sales Officers and Branch Managers will be the first point of contact for all the queries of the customer and contact information of the branches will also be posted on the company’s website.

5. The Sales Officers and BMs will help customers understand the terms and conditions, applicable interest rate / service charges and also the benefits that can be availed along with their financial implications.
6. The company will maintain a close relationship with the customer, and keep them informed of the products and services and the changes in interest rates, charges or terms and conditions.
7. The company will handle customer complaints promptly and help its customers in taking complaints forward if not satisfied.
8. Every customer would be provided with the details of contact persons, in case of a grievance and complaint. This would be part of the welcome kit given to the customers and also would be prominently displayed at the branches.
9. It will deal quickly with things that go wrong by correcting the mistakes promptly. It will also provide suitable alternatives in case of technological failure.
10. The company will treat all customer information as private and confidential unless required by law or if waivers have been signed by the customer.
11. The company will provide a copy of this Code, at request, to the customer. The Code will also be displayed and made available on its website and at its head and branches.
12. The company will not discriminate on the basis of age, race, caste, gender, marital status, religion or disability unless specific to schemes promoted by the RBI to assist weaker sections of society

Advertising, Marketing and Sales

APTUS FINANCE will:

1. Ensure that all advertising and promotional material is clear, and not misleading.
2. In any advertising in any media and promotional literature that draws attention to a service or product and includes a reference to an interest rate, Aptus finance will also indicate whether other fees and charges will apply and that full details of the relevant terms and conditions are available on request.
3. Aptus finance will ensure proper communication on interest rates, processing fees and charges to the prospective customers by putting up.
 - a. Personal discussion with the prospect
 - b. Notices in its branches;
 - c. Through telephone or help-lines;
 - d. On the company's website;
 - e. And or providing a written terms or schedule.
4. If Aptus finance avails of the services of third parties for providing support services, like insurance, Aptus finance will inform and require them to handle customer's personal information (if any made available to such third parties) with the same degree of confidentiality and security as Aptus finance would.

5. Aptus finance may, from time to time, communicate to customers on additional products and other features of their products availed by them. Information about its other products or promotional offers in respect of products / services may be conveyed to customers only if he has given his consent to receive such information / service either by mail or by registering for the same on the website or on customer service number.
6. In the event of receipt of any complaint from the customer that Aptus finance employees or representatives has engaged in any improper conduct or acted in violation of this Code appropriate steps will be initiated to investigate and to handle the complaint and to make good the loss.

Processing the application for Loans

1. All required information would be provided along with the Loan application forms, so that a meaningful comparison with the terms and conditions offered by other HFCs can be made and informed decision can be taken by the borrower.
2. The loan application form will give an indicative list of documents, required to be submitted with the form. Given the nature of Aptus finance customer segment who are mainly from the self-employed and informal segment and may not have normal documentation especially to prove incomes, Aptus finance may conduct personal verification and checks in addition to collecting available documentation.
3. Aptus finance will have a system of giving an acknowledgement for receipt of all loan applications

Loan appraisal and terms/conditions

1. Normally all particulars required for processing the loan application will be collected by APTUS FINANCE at the time of application or at the time of personal verification conducted by APTUS FINANCE. In case APTUS FINANCE needs any additional information, the customer will be told that he would be contacted immediately again.
2. APTUS FINANCE 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 rate of interest, EMI Structure, prepayment charges and keep the written acceptance of these terms and conditions by the borrower on its record.
3. APTUS FINANCE will furnish a copy of the loan agreement along with an acknowledgement of the list of documents provided to every borrower after the disbursement of loans.

Processing Fees and Charges

1. All information about fees / charges payable for processing the loan application, prepayment charges if any, penalty for delayed payment if any, or any other matter

which affects the interest of the borrower will be disclosed to the applicant by the Sales Officer and Credit Officer at time of application and will also always be printed on the APTUS Sanction Letter.

2. APTUS requires that all fees are generally to be paid by the Applicant either through a cheque/ demand draft/cash.
3. APTUS will charge customers late payment & ECS / cheque bouncing charges.
4. APTUS shall reserve the right to change fees and charges from time to time based on market conditions, customer track record etc. Any changes to the basic charges will be communicated fully and transparently to all customers.
5. APTUS's objective is to support applicants own a primary residence, and the loan is not intentioned to help investment or speculative buyers. Thus, APTUS shall reserve the right to change the terms and conditions of the loan including but not limited to a 2% increase in the rate of interest if found at a later date that property being purchased from the loan sanctioned by APTUS is put to use for commercial or rental purposes.

Communication of rejection of Loan Application

If APTUS FINANCE cannot provide the loan to the customer, it will communicate in writing that the loan has been declined and to the extent possible explain to the customers the reasons for decline.

Disbursement of loans

1. Disbursement will be made in stages and in accordance with the disbursement schedule agreed by the customer or per the Agreement for Sale which covers terms of payment by the customer to the builder and based on inspection by Aptus finance on the completion of work (in the case of under construction properties) which would need to be confirmed and accepted by APTUS FINANCE.
2. APTUS FINANCE will give notice to the borrower of any change in the terms and conditions including, interest rates, processing fee, prepayment charges, other applicable fee/ charges etc. APTUS FINANCE will also ensure that changes in interest rates and charges are effected only prospectively.
3. If such change is to the disadvantage of the customer, he/she may be allowed with or without any notice to close his account without having to pay any extra charges or interest.
4. APTUS FINANCE would be free to take any decision to request the customer to close or accelerate payment or seek additional securities to the loan, will be in consonance with the loan agreement.
5. APTUS FINANCE will 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 APTUS FINANCE may have against the 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 APTUS FINANCE is entitled to retain the securities till the relevant claim is settled /paid.

Guarantors

When a person consents being a guarantor to a loan, he/she will be informed about

1. His/her liability as guarantor
2. The amount of liability he/she will be committing himself to the company;
3. Circumstances in which APTUS FINANCE will call on him/her to pay up the liability whether APTUS FINANCE has recourse to his/her other monies in the company if he/she fails to pay up as a guarantor;
4. Whether his/her liabilities as a guarantor are limited to a specific quantum or whether unlimited;
5. Time and circumstances in which his/her liabilities as a guarantor will be discharged as also the manner in which APTUS FINANCE will notify him/her about this.
6. APTUS FINANCE will keep him/her informed of any default on the loan by the borrower to whom he/she stands as a guarantor.

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. APTUS FINANCE will not reveal information or data relating to customer accounts, whether provided by the customers or otherwise, to anyone, including other entities in APTUS FINANCE's group, other than in the following exceptional cases:

1. If the information is to be given by law;
2. If there is a duty towards the public to reveal the information;
3. If APTUS FINANCE's interests require them to give the information (for example, to prevent fraud but it will 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;
4. If the customer asks APTUS FINANCE to reveal the information, or with the customer's permission; If APTUS FINANCE is asked to give a reference about customers, it will obtain his written permission before giving it;
5. The customer will be informed the extent of his rights under the existing legal framework for accessing the personal records that APTUS FINANCE holds about him;
6. APTUS FINANCE will not use customer's personal information for marketing purposes by anyone including APTUS FINANCE unless the customer specifically authorizes APTUS FINANCE to do so.

Credit reference agencies

1. When a customer opens an account, APTUS FINANCE will inform him that it will pass his account details to credit reference agencies and APTUS FINANCE will make checks with them.
2. APTUS FINANCE may give information to credit reference agencies about the personal debts the customer owes them if:
 - a. The customer has fallen behind with his payments
 - b. The amount owed is in dispute; and the customer has not made proposals that APTUS FINANCE is satisfied with, for repaying his debt, following APTUS FINANCE's formal demand.
 - c. APTUS FINANCE will give credit reference agencies other information about the customer's account if the customer has given them his permission to do so. A copy of the information given to the credit reference agencies will be provided by APTUS FINANCE to a customer, if so demanded.

Collection of Dues

1. Whenever loans are given, APTUS FINANCE will explain to the customer the repayment process by way of amount, tenure and periodicity of repayment. Aptus finance will also make efforts to remind the customers about their repayments every month, days before it falls due.
2. However if the customer does not adhere to the repayment schedule, a defined process in accordance with the laws of the land will be followed for recovery of dues. The process will involve reminding the customer by sending him notice or by making personal visits and / or repossession of security if any.
3. The collection policy of APTUS FINANCE will be built on courtesy, fair treatment and persuasion, and will be aimed at fostering customer confidence and a long-term relationship. Staff or any person authorized to represent it in collection of dues and / or security repossession will identify himself and display the authority letter issued by APTUS FINANCE and upon request, display his identity card issued by APTUS FINANCE or under authority of the company. APTUS FINANCE will provide customers with all the information regarding dues and will endeavor to give sufficient notice for payment of dues.
4. All the members of the staff or any person authorised to represent APTUS FINANCE in collection and / or security repossession will follow the guidelines set out below:
 - a. Customers will be contacted ordinarily at the place of his choice and in the absence of any specified place at the place of his residence and if unavailable at his residence, at the place of business / occupation.
 - b. Identity and authority to represent APTUS FINANCE will be made known to the customer at the first instance.
 - c. Customer's privacy will be respected.

- d. Interaction with the customer will be in a civil manner.
- e. Representatives of APTUS FINANCE will contact customers between 0800 hrs and 1900 hrs, unless the special circumstances of the customer's business or occupation require otherwise.
- f. Customer's request to avoid calls at a particular time or at a particular place will be honored as far as possible, unless Aptus has reason to believe that the customer is avoiding meeting Aptus representative.
- g. All assistance will be given to resolve disputes or differences regarding dues in a mutually acceptable and in an orderly manner.
- h. Inappropriate occasions such as bereavement in the family or such other calamitous occasions will be avoided for making calls/visits to collect dues.

Branch shifting/Closure

1. In case branches are being shifted the customers will be informed about the address and contact numbers of the new location before 15 days of intended shifting.
2. In case of closure of a branch the customers will be informed of the details of the nearest servicing branch before 30 days of intended closure.

General

1. The company will refrain from interference in the affairs of the borrower except for the purposes provided in the terms and conditions of the loan agreement (unless new information, not earlier disclosed by the borrower, has come to the notice of the lender).
2. 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, will be conveyed within 21 days from the date of receipt of request. Such transfer shall be as per transparent contractual terms in consonance with law.

Complaints and Grievances

Every branch of Aptus Finance has been provided with a complaint register. Customers can lodge the complaint either by visiting the branch or by sending a written letter to the branch manager of the branch from which they have availed the loan. The complaint needs to be recorded in the complaint register kept at the branches. The Branch Manager would be the person responsible to handle customer grievances at the branch level.

If the complaint remains unsolved for 10 days or if the customer is not satisfied with the resolution provided by the branch manager, the customers can contact the Manager, Customer Care through any of the following means:

1. E-mail: Customers can e-mail their complaints to customercare@aptusfinance.com
2. Letter: Customer can send their complaints in writing to "The Manager, Customer Care, Aptus Finance India Private Ltd, 8B, Doshi Towers, 205, P H Road, Chennai - 600010.



3. Phone: Customers can directly call Aptus Finance at 044- 45650030 and register their complaint.

If the query remains unsolved for 7 days or if the customer is not satisfied with the resolution provided by the Manager, Customer Care, the customers can contact the Grievance Redressal Officer (GRO) of the Company whose details are given below.

Name of the GRO: Siginamsetty Uday Venkata Kiran

Telephone: 044 45650037

E-mail: venkatakiran.s@aptusindia.com

If the query remains unsolved for 7 days or if the customer is not satisfied with the resolution provided by the GRO, the customer may approach the Office of the NBFC Ombudsman, Chennai at the following address.

Office of the NBFC Ombudsman,

C/o Reserve Bank of India

Fort Glacis, Rajaji Salai,

Chennai, Tamil Nadu – 600001.

Phone no – 044 25395964

Fax no – 044 25395488

e-mail: cms.nbfcochennai@rbi.org.in

The customers can also visit the Complaint Management System of the Reserve Bank of India at <https://cms.rbi.org.in/> and file a complaint if their complaints remain unresolved for more than 30 days from the date of lodging the complaint with Aptus Finance.