



ABANS FINANCE PRIVATE
LIMITED

FAIR PRACTICES CODE

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I. PREFACE

Abans Finance Private Limited (the 'Company') is a subsidiary of Abans Holdings Limited and has a Certificate of Registration from RBI enabling the Company to carry on its business as a Non-banking Finance Company (NBFC) and is further classified as a Systemically Important Non-Deposit taking Company.

The Company recognises its responsibility towards its Customer/Borrower and pledges to uphold highest levels of transparency and integrity at all levels of interaction with its Customer/Borrower in respect of financial facilities and services offered. In line with this belief, the Company has adopted the Fair Practices Code in terms of RBI Master Direction No. DNBR.PD.008/03.10.119/2016-17 dated September 1, 2016 as amended i.e. Master Direction - Non-Banking Financial Company - Systemically Important Non-Deposit taking company and Deposit taking Company (Reserve Bank) Directions, 2016, including any statutory amendments thereof.

II. OBJECTIVES OF THE CODE

The Fair Practices Code has been developed to ensure:

1. Fair and reasonable dealings with its Customer/Borrower in relation to financial facilities and services offered by the Company, so as to enable them to take an informed decision;
2. Maintain transparency by ensuring requisite disclosures are made, as may be relevant to the Customer/Borrower and as prescribed by the Reserve Bank of India (RBI) from time to time;
3. Provide adequate information to the Customer/Borrower in relation to financial facilities and services in a simple manner and financial facilities and services in English and/or a local vernacular language as understood by the Customer/Borrower;
4. Explaining financial implications of the transactions, if any;
5. Deal quickly and systematically with things that go wrong, by correcting mistakes, handling and resolving Customer/Borrower's complaints efficiently and guiding them.

III. APPLICABILITY

The Code shall apply to all Employees of the Company and other persons/vendors/associates/agents etc. authorized to represent the Company in the course of its business.

IV. APPLICATIONS FOR LOANS AND THEIR PROCESSING

1. All communications to the customer/borrower shall be in the vernacular language or a language as understood by the Customer/Borrower;
2. Loan application forms shall be made available in English and at the request of the Customer/Borrower be explained and made understood in the vernacular language as understood by the applicant.
3. Loan application forms issued by the Company shall include necessary information which affects the interest of the Customer/Borrower, so that a meaningful comparison with the terms and conditions offered by other Company can be made and informed decision can be taken by the Customer/Borrower. The loan application form shall indicate the documents required to be submitted with the application form.
4. The Company reserves the right to call for additional details/documents from the Customer/Borrower as it deems fit.

V. LOAN APPRAISAL AND TERMS/CONDITIONS

1. The Company shall carry out obligatory due diligence while processing any application.
2. The Company shall convey in writing to the Customer/Borrower by means of a Sanction Letter/Term Sheet or otherwise, the amount of loan sanctioned along with the terms and conditions including annualized rate of interest and method of application thereof. It would keep the acceptance of these terms and conditions by the Customer/Borrower on its record.
3. The Company shall furnish a copy of the loan agreement in English or the vernacular language as understood by the Customer/Borrower along with a copy each of all enclosures quoted in the loan agreement to all the customers/borrowers at the time of sanction/disbursement of loans.
4. The Company shall mention the penal interest charged for late repayment in bold in the loan agreement.

VI. DISBURSEMENT OF LOANS INCLUDING CHANGES IN TERMS AND CONDITIONS

1. The Company shall, at the time of disbursement communicate to the Customer/Borrower by means of a Sanction Letter/Term Sheet.
2. The Company shall give notice to the Customer/Borrower in language as understood by the Customer/Borrower of any change in the terms and conditions including disbursement schedule, interest rates, service charges, prepayment charges, etc.
3. The Company shall also ensure that changes in interest rates and charges are effected only prospectively provided a suitable condition to that effect has been adequately incorporated in the loan agreement.
4. Any decision to recall/accelerate payment or performance under the loan agreement shall be in consonance with the loan agreement.
5. The Company shall release all securities offered by the Customer/Borrower 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 the Company may have against the customer/borrower. If such right of set off is to be exercised, the Customer/Borrower shall be given adequate notice of the same with full particulars about the remaining claims and the conditions under which the Company is entitled to retain the securities till the relevant claim is settled/paid.

VII. GENERAL

1. The Company shall refrain from any interference in the affairs of the Customer/Borrower except for the purposes provided in the terms and conditions of the loan agreement (unless information, not earlier disclosed by the borrower, has been noticed).
2. In case of receipt of request from the Customer/Borrower for transfer of account, the consent or otherwise i.e., objection of the Company, if any, shall 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.
3. In the matter of recovery of loans, the Company shall not resort to undue harassment viz., persistently bothering the Customer/Borrower at odd hours, use muscle power for recovery of loans etc.
4. The staff of the Company shall be adequately trained to deal with the Customer/Borrower in an appropriate manner.
5. The Company shall not charge foreclosure charges/ pre-payment penalties on any floating rate term loan sanctioned for purposes other than business to individual Customer/Borrower, with or without co-obligant(s).

VIII. GRIEVANCE REDRESSAL MECHANISM

1. The Company has a system and a procedure for receiving, registering and redressing of complaints and grievances, as reproduced below:

1. Complaint

A Customer may lodge his/her complaint pertaining to deviations from standard norms and practices, behavior of personnel, products and services, non-adherence to Fair Practices Code, etc. to the Grievance Redressal Officer (GRO) i.e. the Company Secretary and Compliance Officer of the company.

The Customer may submit their grievances:

A. Through Letter:

The Customer may write to the Company at its Registered Office, as per the details given below:

Grievance Redressal Officer (GRO) - Company Secretary and Compliance Officer of the company

Abans Finance Private Limited
36, 37, Floor-3, Plot-227,
Nariman Bhavan, Vinayak Kumar Shah Marg, NCPA,
Nariman Point - Mumbai 400021.

The Registered Office of the Company shall remain open during 09:30 a.m. to 06:00 p.m. from Monday to Friday, except public holidays.

B. Through E-mail:

The Customer may also submit their grievances through email at abansfinance@abans.co.in by giving full disclosures and details of the complainant. Complaints received by e-mail shall be acknowledged by e-mail.

The Customer who has raises Grievance through any of the aforesaid mode, shall receive an acknowledgement of receipt of such complaint within 2 working days

2. Redressal

The Complaints received through the aforementioned modes, shall be disposed off within a period of 1 month from the date of receipt of the Complaint.

If the complaint is not redressed within the aforementioned period, the customer may appeal to the Officer-in-Charge of the Regional Office of Reserve Bank of India under whose jurisdiction the Company is registered at the below mentioned address:

Officer-in-Charge

Reserve Bank of India
Department of Non - Banking Supervision,
Mumbai Regional Office,
3rd Floor, RBI Building,
Opp Mumbai Central Railway Station,
Byculla, Mumbai - 400 008.

IX. THE RESERVE BANK - INTEGRATED OMBUDSMAN SCHEME, 2021

Pursuant to provisions of RBI Circular No. Ref. CEPD. PRD. No.S873/13.01.001/2021-22 dated November 12, 2021 on Reserve Bank - Integrated Ombudsman Scheme, 2021, the Company has appointed the below mentioned personnel as the Principal Nodal Officer for the Company:

Principal Nodal Officer – Mr. Mahesh Kumar Cheruvedu

Abans Finance Private Limited
36, 37, Floor-3, Plot-227,
Nariman Bhavan, Vinayak Kumar Shah Marg, NCPA,
Nariman Point - Mumbai 400021.
E-mail: abansfinance@abans.co.in
Tel: 022 6179 0000

The Principal Nodal Officer shall be responsible for representing the Company and furnishing information on behalf of the Company in respect of complaints filed against the Company.

The Customer/Borrower may make an application to the Ombudsman as appointed by RBI, as per the terms set out in the Integrated Ombudsman Scheme as adopted by the Company.

X. DISCLOSURE

The Company shall for the benefit of its customers, display the following information prominently, at its registered office and at all of its places of business:

Grievance Redressal Officer (GRO) i.e. Company Secretary and Compliance Officer of the company

E-mail: abansfinance@abans.co.in
Tel: 022 6179 0000

Principal Nodal Officer – Mr. Mahesh Kumar Cheruvedu

E-mail: abansfinance@abans.co.in
Tel: 022 6179 0000

The Company shall also place the Fair Practices Code on the website of the Company.

XI. REPORTING TO THE BOARD OF DIRECTORS

A Summary of the Customer Grievance Report along with actions initiated and the status of the Complaint shall be reported to the Board of Directors every quarter. The report shall

contain information like, the total number of complaints received, resolved and pending, with reasons thereof and any other material information, as required necessary.

XII. AMENDMENT

The Board of Directors of the Company reserves the power to review and amend this Policy from time to time, subject to revision / amendment in accordance with applicable laws as may be issued by relevant statutory, governmental and regulatory authorities, from time to time. In case of any amendment(s), clarification(s), circular(s) etc. issued by the relevant statutory, governmental and regulatory authorities are not consistent with the provisions laid down under this Code, then such amendment(s), clarification(s), circular(s) etc. shall prevail upon the provisions hereunder.