

**AMBIT FINVEST PRIVATE LTD**

**FAIR PRACTICE CODE**

## Fair Practice Code

Ambit Finvest Private Limited (hereafter referred to as 'AFPL') has adopted the Fair Practice Code (FPC) while dealing with customers as required in terms of Reserve Bank of India Circulars No. RBI / 2006-07 / 138 dated 28th September 2006, RBI / 2007- 08 / 158 DNBS.PD / CC. No. / 03.10.042 / 2007-08 dated 10th October, 2007 and RBI / 2012-13/416 DNBS.CC.PD.No. 320/03.10.01/2012-13 dated February 18, 2013 and Master Circular DNBS (PD) CC No.388/03.10.042/2014-15 dated 1 July, 2014.

### 1. Objective of the Code :

- a. Clients are advised of the key terms and conditions of services provided for their consideration prior to commitment of a transaction
- b. Monitoring and administration of client accounts is carried out in a fair and transparent manner consistent with the terms and conditions of the facility provided
- c. Recovery and enforcement, where necessary, is conducted following due process of law

### 2. Applications for loans and their processing:

- a. All communications to the borrower shall be in English or in vernacular language / the language as understood and confirmed by the borrower.
- b. The terms & conditions will be explained in the language as understood by the borrower. All pertinent loan information as prescribed by the RBI has been made available in the respective Application Form. This information includes the following:
  - The applicable terms and conditions
  - An indicative list of KYC documents to be submitted, together with the duly completed application form.
- c. If any additional details/ documents are required, the same shall be intimated to the borrowers. The need for such information and documents shall be explained to the client and reasonable time shall be provided for submission of the same.
- d. An acknowledgement shall be provided for all loan applications received. The Company shall adopt an internal time frame for processing all loan applications and will also indicate the approximate time frame within which the loan application will be processed post the submission of completed application form.

### 3. Loan appraisal and terms/conditions:

- a. Loan applications shall be subject to the company's credit appraisal process.
- b. Upon approval of the loan, an agreement/sanction letter indicating the amount of loan sanctioned, rate of interest applicable, method of interest calculation along with other terms and conditions shall be conveyed to the loan applicant in writing. A written acceptance of such terms and conditions will be taken from the borrower.
- c. A copy of the loan agreement along with the enclosures will be furnished to all the borrowers.
- d. AFPL shall convey in writing to the borrower in English or in vernacular language / the language as understood and confirmed by the borrower
- e. AFPL shall mention the penal interest charged for late repayment in bold in the sanction letter and loan agreement.

**4. Disbursement of loans, including changes in terms and conditions:**

- a. AFPL shall give notice to the Borrowers, of any changes to the terms and conditions, including disbursement schedule, interest rates, service charges, prepayment charges, etc.
- b. Changes in the interest rates and other charges shall be effected prospectively other than under circumstances arising from regulatory instructions. Retrospective changes shall as far as possible be avoided and shall be implemented only within the framework defined in the Loan Agreements.
- c. Decision to recall / accelerate payment or performance under the agreement shall be in accordance with the terms and conditions of the Loan Agreement.

**5. Release of Securities:**

All securities shall be released as per the request of the borrower, after the full repayment of the loan and all other charges in connection with the loan in terms of the loan agreement subject to any legitimate right or lien for any other claim which AFPL may have against its 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 conditions under which AFPL will be entitled to retain the securities until the relevant claim is settled /paid.

**6. General provisions:**

- a. AFPL will refrain from interference in the affairs of its Borrower except for the purposes provided in the terms and conditions of the respective loan agreement (unless new information, not earlier disclosed by the Borrower, which may come to the notice of AFPL).
- b. In case of receipt of request from the borrower for transfer of borrowal account, the consent or otherwise, i.e. objection of AFPL, if any, shall be conveyed within 21 days from the date of receipt of request.
- c. The Company may arrange for enforcing security provided by the delinquent borrower. In all such instance the Company shall ensure that the entire process of enforcing its security, valuation and realization thereof is fair and transparent
- d. For recovery of loan, AFPL shall follow procedures as laid down in the internal guidelines and provisions and would remain within the legal framework.
- e. AFPL shall ensure that it's employees are adequately trained to deal with customers in an appropriate manner.

**7. Interest Rate:**

- a. AFPL will ensure that it will not charge excessive interest rates to its borrowers.
- b. AFPL would arrive at the interest rate for its clients taking into account the following broad parameters such as risk profile of the client, interest rate trends prevailing in the money market, cost of funds, collateral security offered by client/ structure of the deal and Interest rate charged by competitors.
- c. AFPL has adopted an interest rate policy which is published on its website.
- d. Interest rates would be communicated explicitly in the sanction letter/loan agreement.

**8. Grievance Redressal:**

- a. 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, it will be our endeavor to provide the borrower/applicant with our final or other response, within a period of one month from receipt of such complaint / grievance.
  - b. In case of any complaint/grievance, the applicant/borrowers may contact through any of the following channels:
    - E-mail: [contactus@ambit.co](mailto:contactus@ambit.co)
    - Fax: 022 – 3043 3100
    - Mail: Ambit Finvest Private Limited, Ambit House, 449, Senapati Bapat Marg, Lower Parel, Mumbai - 400 013
  - c. For the benefit of our customers the Company shall display the following information prominently at its branches / places where business is transacted:
    - the name and contact details of the Grievance Redressal Officer who can be approached by the public for resolution of complaints against the Company
    - the name and contact details of the Officer-in-Charge of the Mumbai Regional Office of the Department of Non Banking Supervision of Reserve Bank of India to whom the customer may make an appeal if the complaint/ dispute is not redressed within a period of one month
- 9.** The Company shall provide for periodical review of the compliance of this Fair Practice Code and the functioning of the grievance redressal mechanism at various levels of management. The Board shall also take note of the report of the periodical reviews.