

APTUS VALUE HOUSING FINANCE INDIA LTD - FAIR PRACTICES CODE

This code has been formulated by Aptus Value Housing Finance India Ltd (Aptus), the “company”, pursuant to the Master Circular NHB (ND)/DRS/REG/MC-03/2018 dated July 02, 2018 issued by the National Housing Bank (“NHB”) on Fair Practice Code for Housing Finance Companies.

Objectives

The primary objective of the code is as given 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

- a) 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.
- b) The Code is applicable under normal operating environment except in the event of any force majeure.
- c) 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

- 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.
- The company will make sure that all its products and services are explained to its customers fully and ensure complete understanding.
- It will have literature in multiple languages (English and Tamil) and also make every effort to ensure that the terms are clear and not misleading and understood by the customer.
- 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.

- 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.
- 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.
- The company will handle customer complaints promptly and help its customers in taking complaints forward if not satisfied.
- 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.
- 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.
- The company will treat all customer information as private and confidential unless required by law or if waivers have been signed by the customer.
- 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.
- 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 NHB to assist weaker sections of society.

Advertising, Marketing and Sales

Aptus will:

- a. Ensure that all advertising and promotional material is clear, and not misleading.
- b. 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 will also indicate whether other fees and charges will apply and that full details of the relevant terms and conditions are available on request.
- c. Aptus will ensure proper communication on interest rates, processing fees and charges to the prospective customers by putting up
 - personal discussion with the prospect
 - notices in the branches;
 - through telephone or help-lines;
 - on the company's website;
 - and/or providing a written terms or schedule.
- d. If Aptus avails of the services of third parties for providing support services, like insurance, Aptus 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 would.

- e. Aptus, 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.
- f. In the event of receipt of any complaint from the customer that Aptus 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

- a) 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.
- b) The loan application form will give an indicative list of documents, required to be submitted with the form. Given the nature of Aptus customer segment who are mainly from the self-employed and informal segment and may not have normal documentation especially to prove incomes, Aptus may conduct personal verification and checks in addition to collecting available documentation.
- c) Aptus will have a system of giving an acknowledgement for receipt of all loan applications.

Loan appraisal and terms/conditions

- a) Normally all particulars required for processing the loan application will be collected by APTUS at the time of application or at the time of personal verification conducted by APTUS (especially in the case of customers from the informal sector). In case APTUS needs any additional information, the customer will be told that he would be contacted immediately again.
- b) APTUS 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.
- c) APTUS 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

- a) 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.

- b) APTUS requires that all fees are generally to be paid by the Applicant either through a cheque/ demand draft/cash.
- c) APTUS will charge customers late payment & ECS / cheque bouncing charges.
- d) 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.
- e) 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 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

- a) 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 on the completion of work (in the case of under construction properties) which would need to be confirmed and accepted by APTUS.
- b) APTUS 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 will also ensure that changes in interest rates and charges are effected only prospectively.
- c) 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.
- d) Aptus 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.
- e) APTUS 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 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 is entitled to retain the securities till the relevant claim is settled /paid.

Guarantors

When a person is considering being a guarantor to a loan, he will be informed about

- a) his liability as guarantor;
- b) the amount of liability he will be committing himself to the company;
- c) circumstances in which APTUS will call on him to pay up his liability;
- d) whether APTUS has recourse to his other monies in the company if he fails to pay up as a guarantor;
- e) whether his liabilities as a guarantor are limited to a specific quantum or whether unlimited;
- f) time and circumstances in which his liabilities as a guarantor will be discharged as also the manner in which APTUS will notify him about this.
- g) APTUS will keep him informed of any default on the loan by the borrower to whom he 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 will not reveal information or data relating to customer accounts, whether provided by the customers or otherwise, to anyone, including other entities in APTUS's group, other than in the following exceptional cases:

- a. If the information is to be given by law;
- b. If there is a duty towards the public to reveal the information;
- c. If APTUS'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;
- d. If the customer asks APTUS to reveal the information, or with the customer's permission; If APTUS is asked to give a reference about customers, it will obtain his written permission before giving it;
- e. The customer will be informed the extent of his rights under the existing legal framework for accessing the personal records that APTUS holds about him;
- f. APTUS will not use customer's personal information for marketing purposes by anyone including APTUS unless the customer specifically authorizes APTUS to do so.

Credit reference agencies

When a customer opens an account, APTUS will inform him that it will pass his account details to credit reference agencies and APTUS will make checks with them.

APTUS may give information to credit reference agencies about the personal debts the customer owes them if:

1. the customer has fallen behind with his payments;
2. the amount owed is in dispute; and
3. the customer has not made proposals that APTUS is satisfied with, for repaying his debt, following APTUS's formal demand.
4. APTUS 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 to a customer, if so demanded.

Collection of dues

1. Whenever loans are given, APTUS will explain to the customer the repayment process by way of amount, tenure and periodicity of repayment. Aptus 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. APTUS's collection policy will be built on courtesy, fair treatment and persuasion, and will be aimed at fostering customer confidence and a long-term relationship. APTUS's 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 and upon request, display his identity card issued by APTUS or under authority of the company. APTUS 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 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 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. APTUS's representatives will contact customers between 08:00 hrs and 19:00 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.

Complaints and Grievances

Every branch of Aptus Value Housing Finance India Limited 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 complainant does not receive any response within 10 days or if the customer is not satisfied with the resolution provided by the Branch Manager, the customers can contact the Manager, Customer Service through any of the following means::

1. **Mail:** Customers can mail their grievances directly through the e-mail id: customercare@aptusindia.com
2. **Letter:** Customer can send their complaints to "Manager, Customer Care, Aptus Value Housing Finance India Ltd, 8B, Doshi Towers, 205, Poonamalle High Road, Kilpauk, Chennai, Tamil Nadu 600010.
3. **Phone:** Customers can call at 044- 45650030 and register their complaint.

If the complaint remains unresolved 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: Mr. Naveen Kumar R

Designation: Head of Operations

Telephone: 044 45650039

E-mail: naveen.k@aptusindia.com

If the complainant does not receive any response from the Company within 30 days of filing the complaint or if the complainant is dissatisfied with the response received, he/she may escalate the complaint to National Housing Bank (NHB). This can be done by:

- (a) Lodging a complaint on the online grievance handling portal of NHB - [GRIDS](#).
- (b) Sending the complaint to NHB by post. [Click Here](#) to download the Complaint Form. You may fill and send the form along with letters or enclosures, if any, by post or courier to the following address:

Complaint Redressal Cell,
Department of Regulation & Supervision,
National Housing Bank,
4th Floor, Core 5A,
India Habitat Centre,
Lodhi Road,
New Delhi 110 003.
