



USHA FINANCIAL SERVICES LIMITED ("UFSL")

FAIR PRACTICES CODE

Updated on 07.02.2026

Regd. Office: Plot No. 73, First Floor, Patparganj Industrial Area, East Delhi, Delhi- 110092

CIN: L74899DL1995PLC068604

Summary of Policy

Policy Name	Fair Practices Code
Approver	Board of Directors
Periodicity of Review	Annual
Date of last review	28.04.2025
Date of current review	07.02.2026
Date of next review	As and when required by the management
Owner / Contact	Compliance/Secretarial Department
Annexures	NA

INDEX

S. No.	Particulars
1	CHAPTER I- INTRODUCTION
2	CHAPTER II- OBJECTIVE OF THE CODE
3	CHAPTER III- APPLICATION OF THE CODE
4	CHAPTER IV- COMPANY'S KEY COMMITMENTS
5	CHAPTER V- GUIDELINES ON FAIR PRACTICES CODE FOR NBFCs
	1. APPLICATIONS FOR LOANS AND THEIR PROCESSING
	2. LOAN APPRAISAL AND TERMS/CONDITIONS
	3. PENAL CHARGES IN LOAN ACCOUNT
	4. DISBURSEMENT OF LOANS INCLUDING CHANGES IN TERMS AND CONDITIONS
	5. LOANS SOURCED OVER DIGITAL LENDING PLATFORMS
	6. LOAN FACILITIES TO THE PHYSICALLY / VISUALLY CHALLENGED
	7. SOURCING OF GOLD LOANS
	8. POST DISBURSEMENT PRACTICES
	9. CONFIDENTIALITY
	10. GENERAL PROVISIONS
	11. RECOVERY/COLLECTION OF DUES
	12. ENGAGEMENT OF RECOVERY AGENTS
	13. RELEASE OF COLLATERAL AND ITS DOCUMENTS ON REPAYMENT / SETTLEMENT OF PERSONAL LOANS
	14. GRIEVANCE REDRESSAL MECHANISM
	15. INTEREST CHARGED AND REGULATION OF EXCESSIVE INTEREST CHARGED BY NBFCs

CHAPTER I – INTRODUCTION

Usha Financial Services Limited (“Company” or “UFSL”) is a non-deposit taking, non-systematically important NBFC, registered with the Reserve Bank of India (RBI). The Company has framed and adopted the Fair Practices Code (“Code” or “FPC”) which sets the fair practice standards while dealing with its customers and legal entities. The Company endeavors to review and follow the policy guidelines laid down by RBI.

This Code has been framed, approved, and also being reviewed by the Board of the Company from time to time. Hence, it has been amended pursuant to Chapter III of the Reserve Bank of India (Non-Banking Financial Companies-Responsible Business Conduct) Directions, 2025, RBI/DOR/2025-26/362, DOR.MCS.REC.NO.281/01-01-039/2025-26 dated November, 28, 2025 (as modified, amended, and updated from time to time).

CHAPTER II- OBJECTIVE OF THE CODE

The Code has been adopted:

1. To Promote good and fair lending practices by setting minimum service standards in dealing with the customers;
2. To increase transparency enabling customers having a better understanding of the loan products and taking decisions wisely as to what they can reasonably expect from the Services of the Company.
3. To encourage market forces through fair competition, to achieve higher operating standards;
4. To promote a fair and cordial relationship between customers and the Company;
5. Recovery and enforcement, where necessary, is conducted following due process of law.
6. To ensure compliance of applicable regulations prescribed by RBI relating to fair practices.
7. To develop customer confidence in the company through a mechanism for constantly receiving feedback/grievances from customers and aim to resolve the grievances in a proper and legible manner.
8. This Code shall apply uniformly across all product offering of the company including those sourced digitally or otherwise.

CHAPTER III - APPLICATION OF THE CODE

1. The Code shall apply to all employees, its agents/ representatives /third-party vendors/ service providers of the Company and other persons authorized to represent it in the course of its business.
2. This Code shall apply while dealing with all the products and services provided by the Company digitally or otherwise across the Nation, over the phone, by post, other communication channels, through interactive electronic devices, on the internet, or by any other method.
3. This code will be applicable while dealing with all our customers (which as the context permits may include prospective customers, customers who have applied for loan with us but loan not sanctioned / disbursed in addition to the customers who are in receipt of loan amount from the Company).

CHAPTER IV - COMPANY’S KEY COMMITMENTS

1. The Company shall always act fair and reasonable in dealings with its customer(s) by adhering to the principles of integrity and transparency at all times.
2. The Company shall meet all the legal and regulatory requirements and fulfil standards provided in this Code while soliciting any products and services.

3. The Company shall ensure that all advertising and promotional material is clear and not misleading.
4. While interacting with customers, the Company shall take all steps as may be required to provide clear information either in English or Hindi or the appropriate vernacular language regarding:
 - its various products and services,
 - the terms and conditions,
 - the interest rates/service charges,
 - benefits available to customers and the implications, if any,
 - contact persons for addressing the queries, if any.
5. The Company shall ensure transparency in communication and provide information on interest rates, fees and charges, method of calculation etc., in the loan document and/or on its website.
6. The Company would provide information on interest rates, common fees and charges through:
 - (i) Through the App/Web journey made by the Customer
 - (ii) Through telephones or help lines.
 - (iii) Through designated staff/help desk at its office.
 - (iv) Publishing on the website of the Company.
7. The Company may, from time to time, communicate to customer about various features of products/services to be availed/availed by them including information about third party products/services or promotional offers after obtaining prior written consent from the customer.
8. The Company shall take necessary steps to inform its Borrowers of their right to information regarding their account and the facilities available to them.
9. The Company shall implement transparent Code of Conduct for its Direct Selling Agency/Agents (DSAs) / Direct Selling Teams (DST's) /Tele callers in line with the Code.
10. The Company shall always preserve the privacy and confidentiality of personal information provided by Customer.
11. The Company shall ensure compliances relating to regulations prescribed by the Reserve Bank of India.
12. Publicize this Code by displaying it on Company's website (<https://www.ushafinancial.com>) and have copies available for customer on request.

CHAPTER V- GUIDELINES ON FAIR PRACTICES CODE FOR NBFCs

1. APPLICATIONS FOR LOANS AND THEIR PROCESSING

- i. All communication with the customer shall be in English or in the vernacular language as understood by the customer.
- ii. Loan application forms shall include the relevant information which affects the interest of the borrower so that informed decision could be taken.
- iii. At the time of sourcing a Loan, the company will provide Information about the indicative range of annualized Rate of Interest (ROI), Annual Percentage Rate (APR) to be charged over year including interest, any fees and charges for the loan product availed along with method of calculating rate of

interest (i.e. factors influencing credit & pricing of risk), pre-payment options, fees, financial charges, penal charges and other charges, if any, and any other matter which affects the interest of the customer, so that a meaningful comparison with those of other lenders can be made and informed decision is taken by the customer.

- iv. The consent shall be captured in writing or digitally (via OTP/e-sign), and customers shall be informed that their KYC records may be retrieved, updated, or shared with other regulated entities as permitted by law.
- v. Customers shall be provided with a disclosure that CKYC data will be used solely for regulatory compliance, identity verification, and prevention of financial fraud, and will not be misused for marketing or non-regulatory purposes.
- vi. The loan application form shall contain the complete checklist of documents required to be submitted with the application form by the customers with the relevant detailed information of customers and their desired loan products which affects the interest of the customer. The Company will conduct KYC as per the KYC policy and collect all necessary documents/information as part of the process. If any additional details/ documents are required, the Company shall intimate the borrowers immediately.
- vii. The Company shall devise a system of giving acknowledgement for receipt of all Loan applications. The time frame within which Loan applications shall be disposed of shall also be indicated in the acknowledgement.
- viii. Applications complete in all respects would be processed within a reasonable time frame from the date of receipt of duly completed loan application together with the requisite documents complying with the prevailing rules and regulations by the borrower. In case the proposal is not approved by the Company, the borrower would be intimated accordingly.

2. LOAN APPRAISAL AND TERMS/CONDITIONS

- i. The company shall obtain and collect all the information and documents required for the purpose of evaluation and /or processing of loan application at the time of loan application itself or at earliest point of time if further required. In case any additional information is required for credit and risk assessment, the customer shall again be immediately contacted.
- ii. The Company shall conduct a due diligence on the credit worthiness of the customers in line with the **Company's credit policies**, norms and other procedures in respect thereof. All loan applications will be assessed as per the Company's internal credit policies and appraisal process.
- iii. The Company shall convey in writing to the customer in English or a language as understood by the customer by means of sanction letter or Key facts statements (KFS) or otherwise the amount of loan sanctioned along with the important terms & conditions thereof including annualized rate of interest, method of application, penal charges EMI Structure, and any other fees or charges if any and keep the **written acceptance of all these terms and conditions by the customer** in its records.
- iv. Penal charges for different types of defaults, late payment charges and/or any other charges or fees for any default/non-compliance of material terms and conditions of loan to be clearly mentioned in the Sanction letters and the Loan Agreements and the penal charges for default of late payment shall be highlighted in **bold with the bigger font size** to sensitize the Customers about consequences of defaults

in delay in payment of periodic installments and/or any other breach of the terms of the loan agreement and sanction letter. No other fees/charges will be levied and binding upon the borrower which is not mentioned explicitly and consented to by the borrower while accepting the sanction.

- v. The Company shall obtain acceptance from the Borrower of terms and conditions as stipulated in Loan Agreement and maintain a record of such acceptance. After the execution of the Loan Agreement, the Company shall furnish a **copy of the Sanction letter approved by the company, loan agreement, KFS** executed along with a copy of each of its enclosures quoted in the Loan Agreement/Documents, to each and every customer, subsequent to loan disbursement.

3. PENAL CHARGES IN LOAN ACCOUNT

- i. Penalty, if any charged, for non-compliance of material terms and conditions of loan contract by the customer shall be treated as 'penal charges' and **shall not be levied** in the form of 'penal interest' that is added to the rate of interest charged on the advances. There shall be **no capitalization of penal charges** i.e., no further interest computed on such charges. Also, no additional component shall be introduced to the rate of interest. However, this will not affect the normal procedures for compounding of interest in the loan account.
- ii. The **quantum of penal charges shall be reasonable** and commensurate with the non-compliance without being discriminatory within a particular loan / product category.
- iii. The quantum and reason for penal charges shall be clearly disclosed by the Company to the customers in the loan agreement and most important terms & conditions / Key Fact Statement (KFS) as applicable, in addition to being displayed on Company's website under Interest rates and Service Charges.
- iv. Whenever reminders for non-compliance of material terms and conditions of loan are sent to borrowers, the applicable penal charges shall be communicated. Further, any instance of levy of penal charges and the reason therefor shall also be communicated.

4. DISBURSEMENT OF LOANS INCLUDING CHANGES IN TERMS AND CONDITIONS

- i. The company shall make Disbursement in accordance with the disbursement schedule and/or terms agreed with the customer as per the loan Agreement/ sanction Letter.
- ii. The Company shall give notice, to the customer in English or a language as understood by the customer, of any change in the terms and conditions including disbursement schedule, rate of interest, service charges, pre- payment charges, other applicable fee/charges etc. in writing. The Company shall also ensure that **changes in rate of interest** and other charges are affected only **prospectively** with prior intimation to the customer. A suitable condition in this regard shall be incorporated in the loan agreement.

5. LOANS SOURCED OVER DIGITAL LENDING PLATFORMS:

Wherever digital lending platforms are engaged by the Company to facilitate lending, the Company shall comply with the following:

- (i) All loans originated through **Digital Lending Apps (DLAs)/LSPs** either shall be in the name of UFSL or its Partners only. DLAs owned by UFSL shall act strictly as facilitators and cannot disburse or collect funds in their own name.

- (ii) Loan Disbursal, Servicing and Repayment - Shall ensure the disbursement of amount shall be made into the account of the borrower except of disbursals covered exclusively under statutory or regulatory mandate, flow of money for co-lending transactions and disbursals for specific end use, provided the loan is disbursed directly into the bank account of the end beneficiary. Repayments shall flow directly into UFSL's bank account, without any pass-through via third-party pool accounts except if any specific cashflow is agreed in writing.
- (iii) Company shall ensure that all loan repayment, shall be executed directly in Company's bank account
- (iv) Companies shall display the Names of digital lending platforms on its website either owned and/or engaged as agents/DLAs/LSPs.
- (v) Digital lending platforms engaged as collection agents shall be directed to disclose upfront to the customer, the Company's name on whose behalf they are interacting with the customer.
- (vi) Immediately after sanction but before execution of the Loan agreement, the sanction communication shall be issued to the borrower on the letter head of the Company.
- (vii) Effective oversight and monitoring shall be ensured over the digital lending platforms engaged the Company.
- (viii) Adequate efforts shall be made towards creation of awareness about the grievance redressal mechanism. Complaints arising from digital lending channels shall be addressed under UFSL's grievance redressal mechanism.
- (ix) UFSL shall provide borrowers with a **digitally signed Key Fact Statement (KFS)**, sanction letter, and Loan Agreement as per regulatory guidelines.
- (x) UFSL shall ensure that DLAs/LSPs do not access customer phone contacts, files, or location data except consented and authorized by borrower and that all customer data is stored only on servers located in India as per law.

6. LOAN FACILITIES TO THE PHYSICALLY / VISUALLY CHALLENGED

- i. Company shall not discriminate in extending products and facilities including loan facilities to physically / visually challenged applicants on grounds of disability.
- ii. Company and its branches shall render all possible assistance to such persons for availing of the various business facilities and shall include a suitable module containing the rights of persons with disabilities guaranteed to them by the law and international conventions, in all the training programmes conducted for their employees at all levels.
- iii. Company shall ensure redressal of grievances of persons with disabilities under the Grievance Redressal Mechanism already set up.

7. SOURCING OF GOLD LOANS

1. Transparency of Terms

- The lender shall provide the borrower with a clear loan agreement and Key Fact Statement (KFS) detailing:
 - Description, purity, and net weight of pledged gold collateral.
 - Valuation methodology and Loan-to-Value (LTV) ratio applied.
 - Applicable interest rate, APR, charges (assaying, auction, etc.), repayment schedule, renewal/top-up and all other conditions.
- All communication shall be in English or Vernacular language. For illiterate borrowers, terms shall be explained in the presence of an independent witness and the Policy of Gold Loan is also published on website of Usha Financial Services Limited.

2. Assaying and Certification

- Assaying of gold collateral shall be conducted in the borrower's presence.
- A certificate/e-certificate shall be issued on the letter head of the Company, specifying purity, gross and net weight, deductions (stones, fastenings, etc.), image of collateral, and valuation.
- One copy shall be retained by the lender, and one copy provided to the borrower.

3. Collateral Handling and Security

- Pledged gold shall be stored only in secured vaults at lender's branches, handled exclusively by employees.
- Surprise verification and internal audits shall be conducted to ensure integrity of collateral.
- Borrower consent for verification/assay during loan tenor shall be obtained in the loan agreement.

4. Release of Collateral

- Collateral shall be returned not later than seven working days, upon full repayment or settlement.
- Any delay attributable to the lender shall attract compensation of ₹5,000 per day beyond the prescribed timeline.

5. Auction Procedure

- Adequate notice shall be served to the borrower/legal heirs before initiating auction.
- Auctions shall be announced publicly in at least two newspapers (regional and national).
- Reserve price shall not be less than 90% of current value (85% if two auctions fail).
- Surplus proceeds from auction shall be refunded within seven working days; shortfall may be recovered as per loan terms.
- Lender and related parties shall not participate in auctions to avoid conflict of interest.

6. Compensation and Borrower Protection

- Any actual damage, loss, or discrepancy in collateral purity/quantity shall be compensated by the lender.
- Borrowers retain the right to seek additional remedies under applicable law.
- Misleading advertisements or unrealistic claims to promote gold loans are strictly prohibited.

7. Unclaimed Collateral

- Gold collateral unclaimed beyond two years after loan settlement shall be reported to the Customer Service Committee/Board for review.
- Special drives shall be undertaken to trace borrower/legal heirs before further action.

Provided that, the lender, whether acting independently or through any co-lending arrangement for sourcing gold loans, shall strictly abide by the above terms and conditions as mandated under the Reserve Bank of India (Lending Against Gold and Silver Collateral) Directions, 2025.

8. POST DISBURSEMENT PRACTICES

- i. Any decision by the company to recall/ accelerate payment or performance under the loan agreement or seeking additional securities, shall be taken after giving notice to the customer in consonance with the loan agreement.
- ii. The Company will release all securities/collaterals, if any, 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 will be given notice about 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.

9. CONFIDENTIALITY

The Company shall not reveal any personal information or other transaction details of the borrowers to anyone except under following circumstances:

1. The information is required to be disclosed by any applicable law, regulation, direction, or as required by any government authority.
2. The information is required by the Auditor, professional advisors, agents or any third party service providers of the lenders who are under duty of confidentiality.
3. The information is required by any person with whom the lender may enter into any assignment, participation or other agreements.
4. The information is required by other banks if the borrower has availed any facility from them or any credit information bureau.

10. GENERAL PROVISIONS

- i. The Company will refrain from interference in the affairs of the customer/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 Company).
- ii. In case of receipt of request from the borrower for transfer of borrowal account, the consent or otherwise i.e., objection of the NBFC, 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.
- iii. The Company shall publicize the Code as under:
 - Provide existing and new customer with a copy of this Code, whenever requested;
 - Disclose this Code on the website of the Company; and
 - Periodic trainings to the entire customer facing staff about the fair business practices as mentioned in this Code.
- iv. The Company shall periodically review this Code basis its business and regulatory requirements.
- v. Periodic reports on the customer/borrower complaints (entailing the number and nature of the complaints received, ageing of complaints, adherence to TATs, root cause details of the complaints in which service deficiencies are found) shall be submitted to the Board of Directors / Audit Committee at regular intervals.

11. RECOVERY/COLLECTION OF DUES:

- i. The Company at the time of giving a loan to the customer shall explain to the customer the repayment process including installment amount, tenure, bounce charges, penal charges, other charges and periodicity of repayment as mentioned in KFS and/or other facility document. However, if the customer does not adhere to the repayment schedule, a defined process in accordance with the laws of the land shall be followed for recovery of loan dues. The process will involve reminding the customer by calling,

SMS, notification and/or sending a notice over email or WhatsApp or SMS or by making personal visits either by Lender and/or its by authorized representatives, whose details will be provided to borrowers in advance and / or through repossession of security if any.

- ii. **REPOSSESSION, IF VEHICLES ARE FINANCED BY THE COMPANY:** The terms and conditions for enforcing security interest and/or **re-possession of the property /asset collateral, if any, shall be clearly mentioned in the loan or security related document.** To ensure transparency, the said terms will speak about: (a) notice period before taking possession; (b) circumstances under which the notice period can be waived; (c) the procedure for taking possession of the security (d) provision regarding final chance to be given to the customer for repayment of loan before the sale / auction of the property; (e) the procedure for giving repossession to the customer; and (f) the procedure for sale / auction of the property.
- iii. During contacting the customer by the person authorized by Company for dues collection following guidelines shall be followed:
 - a. Interaction with the customer shall be in a civil manner and customer's privacy should be respected.
 - b. The Company representatives shall contact the customers between 0900 hrs and 1900 hrs unless the special circumstances of the customer's business or occupation may otherwise so require.
 - c. Customer would be contacted ordinarily at the place of his / her choice absence of any specified place at the place of his / her residence and if at his / her residence, at the place of business / occupation.
 - d. Inappropriate occasions such as bereavement in the family or such other calamitous occasions would be avoided for making calls/ visits to collect dues.
 - e. Identity and authority to represent the Company shall be made known at the first instance
 - f. The Company employees or its authorized person will not use threatening or abusive language and will not threat of use of violence or other similar means to harm the borrower or borrower's family/assets/reputation.
 - g. The Company or its authorized person will not harass the relatives, friends or co-worker of the borrower.
 - h. All assistance should be given to resolve disputes or differences in a mutually acceptable and orderly manner.
 - i. The board approved collections policy of the Company shall be adhered in the collection process.

12. Engagement of Recovery Agents

a. Recovery Agents

- Recovery agents are agencies or individuals appointed by the NBFC to recover loan dues. They act on behalf of the NBFC and must follow strict rules of conduct. The Company may engage recovery agents for recovery of overdue amounts, in accordance with applicable law and the directions/guidelines issued by the Reserve Bank of India ("RBI") from time to time. The Company shall ensure that such recovery agents act strictly in accordance with the Company's board-approved code of conduct, applicable outsourcing norms, and the principles of fairness, dignity, and borrower protection and shall maintain strict customer confidentiality and shall refrain from any action that may damage the integrity and reputation of the Company.
- The Company shall always strictly abide by these terms and conditions as mandated under the Reserve Bank of India's Fair Practices Code and Recovery Guidelines.

b. Verification and Authorisation

- The Company shall exercise due diligence while appointing recovery agents and shall ensure that they are suitably trained to deal with borrowers in a respectful, lawful, and non-coercive manner, with due regard to privacy and confidentiality of borrower information.
- Where a recovery agent is assigned to a borrower, the Company shall communicate the particulars of such recovery agent to the borrower through appropriate means email and/or SMS, before the recovery agent initiates contact. The recovery agent shall carry proper identification and valid authorization from the Company while interacting with the borrower.
- To ensure due notice and proper identification, the recovery agent shall, while contacting the borrower, carry and produce upon request (as applicable):
(i) a valid identity card issued by the Company or the recovery agency;
(ii) an authority/authorization letter issued by the Company; and
(iii) a copy of the notice/intimation issued to the borrower regarding recovery/assignment.
- If the Company changes the recovery agency during the recovery process, the borrower shall be informed of the change, and the newly assigned recovery agent shall also carry fresh authorization and identification documents.

c. Transparency

- The recovery notice and authorisation letter will include the relevant contact details of both the NBFC/Company and the recovery agency, if any.
- The NBFC/Company will also publish updated details of all recovery agencies on its website for borrower awareness and transparency.

d. Conduct Standards

- The Company and its recovery agents shall not resort to intimidation or harassment of any kind, whether verbal or physical, against the borrower or any other person in the course of debt collection. Without prejudice to the generality of the foregoing, they shall not humiliate the borrower publicly, intrude upon the privacy of the borrower's family members, referees or friends, make threatening or anonymous calls/messages, or make any false or misleading representation.
- Borrower shall be contacted only during between 09:00 am and 07:00 p.m. Hours.
- All recovery efforts must be lawful, transparent, and dignified.

e. Borrower Rights

- Borrower may lodge a complaint with the Company/NBFC if they face misconduct by any recovery agent. The Company shall examine the complaint promptly and take appropriate corrective action in accordance with its policy and applicable law. The privacy, dignity and confidentiality of the borrower shall be respected throughout the recovery process.

13. RELEASE OF COLLATERAL AND ITS DCOUMENTS ON REPAYMENT / SETTLEMENT OF PERSONAL LOANS

a. Timely Release of Documents

- The Company shall release all original movable/immovable property documents and remove charges registered with any registry within 30 days of full repayment or settlement of the loan account.
- The borrower shall have the option to collect the documents either from the branch where the loan was serviced or any other office of the Company where the documents are available, as

per borrower's preference.

b. **Disclosure in Loan Sanction Letter**

- The timeline and place of return of original property documents shall be clearly mentioned in the loan sanction letter issued on or after **December 1, 2023**.

c. **Procedure for Legal Heirs**

- In the event of the demise of the sole borrower or joint borrowers, the Company shall follow a well-laid-out procedure for returning original property documents to legal heirs. Such procedure shall be displayed on the NBFC's website along with other customer policies for transparency.

d. **Compensation for Delay**

- If the Company fails to release documents or file charge satisfaction within 30 days, it shall communicate the reasons for delay to the borrower.
- Where the delay is attributable to the Company, compensation of ₹5,000 per day shall be paid to the borrower for each day of delay.

e. **Loss or Damage to Documents**

- In case of loss or damage to original property documents, the Company shall assist the borrower in obtaining duplicate/certified copies and bear the associated costs.
- Compensation as mentioned above shall also be paid, with an additional 30-day grace period allowed for completion of this procedure (i.e., penalty applies after 60 days).

f. **Borrower's Rights**

The compensation provided under these directions shall be without prejudice to the borrower's right to seek any other remedy or compensation under applicable law.

Provided that the Company, whether acting independently or through any co-lending arrangement, shall strictly abide by the above terms and conditions as mandated under the Reserve Bank of India guidelines on release of property documents after loan settlement.

14. GRIEVANCE REDRESSAL MECHANISM:

The Company has laid down the appropriate grievance redressal mechanism within the organization to resolve disputes arising from the customers/borrowers in regard to their loans or otherwise. The Board of Directors shall also periodically review the functioning of the grievance's redressal mechanism at various levels of management. A **consolidated report of such reviews** shall be submitted to the Board at periodic intervals. The mechanism will also address the complaints pertaining to outsourced services provided by the agencies/companies on behalf of the Company as required under the RBI.

The Company follows a Three (3) tier approach for redressal of customer grievances, as detailed below:

1. Level 1:

- i. In case of any service request / complaints, the customer/borrower may contact the customer engagement team/ Customer Service Department on any of the below mentioned contact points:

Email: info@ushafinancial.com / usha.nbfc@gmail.com/legal@cashsuvudha.com

Landline Number: 0120-4320775 **Website:** www.ushafinancial.com

Written request to the below mentioned details:

CUSTOMER SERVICE DEPARTMENT
USHA FINANCIAL SERVICES LIMITED

Registered Office: Plot No. 73, First Floor, Functional
Industrial Estate, East Delhi, Delhi-110092

Corporate Office: 3rd Floor Plot No 40, Near Wave Cinema,
Kaushambi, Ghaziabad, Uttar Pradesh-201010

- ii. At such level, if the Company is able to adequately investigate and examine the issue, it shall endeavour to respond to the same within a period of 14 days.
- iii. However, in case where a complaint warrants extensive investigation and/or support of the customer to identify the perpetrator, root cause analysis, or under litigation (incl. pending with local Police authorities), the TAT for responding and resolving such complaints may be more than 14 days.
- iv. In case the customer is not satisfied with the resolution/response provided by the customer engagement team/s as above, then customer shall escalate to Level 2 as given below.

2. Level 2

- i. In case the customer request / complaint remains unresolved for a period of 14 days or in case the customer is not satisfied with the resolution at Level 1 or in case of delayed or no response from the above respective channel/level within the specified timeline, such complaint may be escalated to the Grievance Redressal Officer (GRO) of the Company whose details are herein below:

Kind Attn: MR. PRANAY DHONDIYAL

GRIEVANCE REDRESSAL OFFICER (GRO)

USHA FINANCIAL SERVICES LIMITED

Registered Office: Plot No. 73, First Floor, Functional
Industrial Estate, East Delhi, Delhi-110092

Corporate Office: 3rd Floor Plot No 40, Near Wave Cinema,
Kaushambi, Ghaziabad, Uttar Pradesh-201010

Email: grievance@ushafinancial.com

Telephone: 0120-4320775/+91-8595669764

The company shall make their best efforts to resolve customer's complaint at this level basis on its merit.

3. Level 3:

- i. If the complaint is not redressed within a period of 30 days or if the customer is dissatisfied with the resolution received at Level 2 hereinabove, the customer may further escalate to Ombudsman via CMS Portal or Electronic/ Physical mode by following procedure as mentioned below table:

SR.	PARTICULARS	Click on the Link
-----	-------------	-------------------

NO		
A.	Salient features of Company Ombudsman Scheme	https://www.ushafinancial.com/policies.html
B.	Format of Complaint to Ombudsman	https://www.ushafinancial.com/policies.html
C.	Contact Officers of Nodal Officer of UFSL/Company	https://www.ushafinancial.com/contact.html
D.	CMS portal	https://cms.rbi.org.in , Helpline No: 14440

- ii. If the customer/borrower is aggrieved by the Ombudsman Award or rejection of complaint by Ombudsman Office, customer can file an appeal within 30 days of receipt of Award or rejection of complaint to-

EXECUTIVE DIRECTOR
Consumer Education & Protection Department (CEPD)
Reserve Bank of India
6 Sansad Marg,
New Delhi-110001
Email: CRPC@rbi.org.in
Helpline number: 14448

The Appellate Authority may, if it is satisfied that the complainant had sufficient cause for not making the appeal within the time, may allow a further period not exceeding 30 days.

15. INTEREST CHARGED AND REGULATION OF EXCESSIVE INTEREST CHARGED BY NBFCs

- i. The Board of the company shall adopt an interest rate model taking into account relevant factors such as cost of funds, margin and risk premium and determine the rate of interest to be charged for loans and advances. The rate of interest and the approach for gradations of risk and rationale for charging different rate of interest to different categories of customers shall be disclosed to the borrower or customer in the application form and communicated explicitly in the sanction letter.
- ii. The Board of the Company has adopted a Policy for determining Interest Rates, Processing and Other Charges "Interest Rate Policy" and the same has been put up on Company's web-site <https://www.ushafinancial.com>. The information published on the website or otherwise published shall be updated whenever there is a change in the rates of interest.
- iii. The rate of interest must be annualized rate so that the borrower is aware of the exact rates that would be charged to the account.