FAIR PRACTICE CODE

OF

LOGIX CORPORATE SOLUTIONS PRIVATE LIMITED

1. PREAMBLE:

The Fair Practices Code **(“FPC”)** has been formulated by LOGIX CORPORATE SOLUTIONS Private Limited (“LOGIX” or “Company”) in accordance with the ‘Guidelines on the Fair Practices Code’ (**“Guidelines on FPC”**) prescribed by the Reserve Bank of India (**“RBI”**) under the ‘Non-Banking Financial Company Systemically Important Non-Deposit taking Company and Deposit taking Company (Reserve Bank) Directions, 2016’ (**“RBI Master Directions”**), as amended from time to time. In accordance with the Guidelines on FPC prescribed in the RBI Master Directions, the Company, being a Non-Banking Financial Companies **(“NBFCs”)**, has adopted these Fair Practices Code for its lending business. The FPC also seeks to incorporate various disclosure requirements prescribed by the RBI vide its ‘Guidelines on Digital Lending’ (**“Digital Lending Guidelines”**) dated September 02, 2022, as applicable to the Company’s lending business.

2. PURPOSE AND ITS APPLICABILITY:

LOGIX has adopted the FPC for implementation with an endeavor to achieve fair and transparent practices while dealing with its customers/ borrowers. The FPC intends to promote good and fair practices by setting minimum standards to be followed while doing business with its customers. Further, the FPC seeks to increase transparency so that the customers can have better understanding of the products/ services being offered by the Company.

This FPC shall apply across all aspects of the Company’s lending business operations including digital lending, marketing, loan origination, processing, servicing, collection activities etc. LOGIX’s commitment to the FPC would be demonstrated in terms of employee accountability, monitoring and auditing programs, training and technology.

The Company’s Board of Directors and the management are responsible for establishing practices designed to ensure that its operations reflect a strong commitment to the FPC and that all employees are aware of the FPC.

3. DEFINITIONS:

a) **“Authorised Representative”** means a person other than an Advocate duly appointed and authorised in writing to represent a complainant in the proceedings before the Ombudsman.

b) **“Board”** means Board of Directors of the Company.

c) **“Complaint”** means any representation made in writing or through other modes alleging deficiency in service on the part of the Company, and/ or seeking relief under the Scheme;

d) **“Company”** means LOGIX CORPORATE SOLUTIONS Private Limited.

e) **"Director”** means individual Director or any of the Directors on the Board of the Company.

f) **“FPC”** means Fair Practices Code.

g) **“Ombudsman/ Deputy Ombudsman”** means any person appointed by the Reserve Bank as such under the Scheme.

h) **“RBI”** means Reserve Bank of India.

i) **“Scheme”** means the Reserve Bank- Integrated Ombudsman Scheme, 2021 issued by Reserve Bank of India dated November 12, 2021, as amended from time to time.

4. NORMS APPLICABLE TO ALL LOAN PRODUCTS OF LOGIX:

(i) Applications for Loans and their Processing:

(a) All loan products of the Company shall be as per the Loan Policy adopted by the Company.

(b) All communications to the borrower shall be in English or in a vernacular language as understood by the borrower.

(c) As part of the process, to ensure, inter alia, transparency, LOGIX, at the application stage, shall provide all necessary information including but not restricted to required fees/ charges, if any, payable for processing, non-refundable fees in case of rejection of loan proposal, pre-payment options etc., which effects the interest of the customer so that a meaningful comparison with the terms and conditions offered by other NBFCs can be made and informed decision can be taken by the customer.

(d) The Company shall provide acknowledgment for receipt of all loan applications along with the time frame within which loan applications would be disposed-off. Further, the loan application shall be disposed of within a reasonable time based on internal turnaround time (TAT) defined for each product, which shall be communicated to the borrower or such time as mutually agreed upon with the customer.

(e) The Company, at loan application stage, shall indicate the documents required to be submitted with the application form.

(f) On exercise of choice, the customer would be given the relevant information about the loan product of its choice.

(g) The customer would be informed about the status of his/ her application, as and when required. The Company, while accepting loan application, shall explained the processes involved till sanction and disbursement of loan and would be notified of timeframe within which all the processes will be completed ordinarily.

(ii) Loan Appraisal Terms and Conditions:

(a) LOGIX shall scrutinize the information submitted by the customer and, if any additional data is required, it shall seek the same promptly to facilitate expeditious disposal of the loan application.

(b) LOGIX shall convey key terms and conditions of the proposed loan in writing (in English or in a vernacular language as understood by the borrower as it is understood by all customers of LOGIX), by means of Sanction letter or Term sheet or any other form of written communication and the same shall include:

- The amount of loan sanctioned along with the terms and conditions including annualized rate of interest;

- Details of the default interest (expressed in percentage per month/ annum as the case may be) and the charges payable by the customers in relation to their loan account and method of application thereof;

- The Company shall levy only penal charges for default in accordance with RBI guidelines. Penal charged for late repayment of loan would be mentioned in bold in the loan agreement;

The customer shall be required to provide acceptance of terms and conditions of the sanction if he/ she intends to avail the loan.

(c) If LOGIX cannot provide the loan to the applicant, it shall endeavour to convey the reason(s) for rejection.

(d) LOGIX shall furnish a copy of the loan agreement in English or in a vernacular language as understood by the borrower along with copy of all relevant enclosures quoted in the loan agreement to all the borrowers at the time of sanction/disbursement of the loan and shall be duly approved by the customer and countersigned by the authorized officials of LOGIX.

<u>(iii) Disbursement of Loan and Changes in Terms & Conditions:</u>

(a) LOGIX shall give notice in English or in a vernacular language as understood by the customer regarding any change in the terms and conditions including disbursement schedule, interest rates, service charges, prepayment charges etc.

(b) Changes in the interest rates and charges shall be effective prospectively. A suitable condition in this regard shall be incorporated in the loan agreement, as applicable.

(c) Decision to recall / accelerate payment or performance under the agreement shall be in consonance with the loan agreement. Before taking a decision to recall/ accelerate payment or performance under the agreement or seeking additional securities, LOGIX shall give notice to customers in consonance with the loan agreement.

(d) LOGIX shall 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 LOGIX may have against borrower. If such right of set off is to be exercised, the borrower shall be given notice about the same with full about the remaining claims and the conditions under which LOGIX is entitled to retain the securities till the relevant claim is settled/ paid.

(e) All communication like acceptances (including for amendments or addendum) with the Customer in relation to the sanction / facilities / loan / mandate / proposals shall be in writing and preserved for a minimum period of ten years.

(iv) General:

(a) LOGIX will not interfere in the affairs of the 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).

(b) In case of receipt of request from the borrower for transfer of loan account, the consent or otherwise i.e., objection from LOGIX, if any, should 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.

(c) If the customer does not adhere to 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 the notice or by making personal visits and/ or repossession of security, if any. In case of default, LOGIX may refer the case to the recovery agent and will inform the customer of the recovery proceedings being initiated. The Company shall ensure that recovery agents do not resort to intimidation, harassment, or coercion and shall strictly follow RBI guidelines on recovery practices.

(d) LOGIX shall not charge foreclosure charges/ pre-payment penalties on any floating rate term loans sanctioned to individual borrowers for purpose other than business.

(e) All the fees / charges / interest shall be charged as per the interest rate policy adopted by the Company and as per the terms & conditions applicable to the Loan.

(f) LOGIX shall endeavour that post-disbursement supervision is constructive and the genuine difficulties which the customer may face are given appropriate consideration.

(g) LOGIX will consider genuine cases of financial difficulty appropriately. The customer should identify any such problem and should let LOGIX know as soon as possible.

(h) All personal information of the customer would be confidential and would not be disclosed to any third party unless agreed to by the customer in writing. The term 'Third party' excludes all Law enforcement agencies, Credit Information Bureau, RBI, other banks and financial institutions and any other state, central or other regulatory body. Further, LOGIX may reveal Customer information under the following circumstances also:

- If LOGIX is compelled by law.
- If it is in the Public Interest to reveal the information.
- If the interest of LOGIX to require disclosure.

The Company shall ensure that data collected through digital lending applications is limited to need-based data, with clear purpose, and no access to mobile resources such as contacts, media files, or call logs without explicit consent.

(v) Responsibility of Board of Directors:

LOGIX, with the approval of its Board of Directors, has laid down Grievance Redressal Mechanism(“GRM”) within the organization as per details mentioned in the next paragraph. Such a mechanism ensures that all disputes arising out of the decisions of the Company’s functionaries are heard and disposed-off at least at the next higher level. The Board of Directors shall annually review the compliance of the FPC and the functioning of the GRM. A consolidated report in this regard shall be submitted to the Board every year.

(vi) Grievance Redressal Mechanism (“GRM”): The Company, with the approval of its Board of Directors, shall adopt the Grievance Redressal Mechanism (**“GRM”**) which is enclosed herewith as **‘Annexure-A’**. In accordance with the ‘Guidelines on FPC’ and the ‘Directions on Managing Risks and Code of Conduct in Outsourcing of Financial Services by NBFCs’ prescribed under the RBI Master Directions, the aforesaid GRM of the Company shall also deal with the issues relating to services provided by any outsourced agency engaged by the Company.

(vii) Language and Mode of Communicating the FPC: LOGIX, in accordance with the Guidelines on FPC and RBI Master Directions, shall put in place the FPC in English language. The Company shall also make the FPC available in regional/ vernacular languages for the customers who request for the FPC in vernacular language.

(viii)Code with respect to Rate of Interest:

(a) Pursuant to RBI Master Directions, the Board approved Interest Rate Policy of LOGIX is already in place, mentioning internal principles and procedures in determining interest rates, processing charges and other charges. The Interest Rate Model adopted by the Company takes into account relevant factors such as cost of funds, margin and risk premium and determine the rate of interest to be charged for the loans and advances extended by it.

(b) LOGIX, in the application form and the sanction letter, will disclose to its borrowers rate of interest, the approach for gradations of risk and rationale for charging different rate of interest to different categories of borrowers.

(c) The rates of interest and approach for gradation of risk shall also be made available on the website of LOGIX.

(d) The rate of interest being charged by LOGIX shall be annualized rate to make the customer aware of the exact rates that would be charged to the account.

(ix) Ombudsman Scheme: The Company shall ensure compliance with the 'the Reserve Bank- Integrated Ombudsman Scheme, 2021' ("Ombudsman Scheme"). The salient features of the Ombudsman Scheme and the contact details of the Principal Nodal Officer are provided as Annexure B of the FPC. The same along a copy of the Ombudsman Scheme are also available on the website of the Company at https://www............in.

(x) Internal Ombudsman ("IO"): The Company has duly appointed its Internal Ombudsman as per the RBI notification, dated November 15, 2021', on 'Appointment of Internal Ombudsman by Non-Banking Financial Companies'.

The IO shall deal only with the complaints that have already been examined by the Company but have been partly or wholly rejected by the Company. In other words, the IO shall not handle complaints received directly from the customers or members of the public. However, the following types of complaints shall be outside the purview of the IO's purview and shall not be handled by the IO:

(a) Complaints related to frauds, misappropriation etc., except those resulting from deficiency in service, if any, on the part of the Company; (b) Complaints/references relating to (a) internal administration,

(b) human resources,

(c) pay and emoluments of staff;

(d) References in the nature of suggestions and commercial decisions of the Company;

(e) Complaints which have been decided by or are already pending in other fora such as Consumer Disputes Redressal Commission, courts, etc.

The Complaints that are partly or wholly rejected by the Company's internal grievance redress mechanism shall be escalated to IO within a period of three weeks from the date of receipt of the complaint.

The IO and the Company shall ensure that the final decision is communicated to the complainant within 30 days from the date of receipt of the complaint by the Company. In case of complaints that are fully or partly rejected even after examination by the IO, the Company shall necessarily advise to the complainant as part of the reply that he/ she can approach the RBI Ombudsman for redress (if the complaint falls under the RBI Ombudsman mechanism) along with complete details. The advice should include the link to the RBI's portal (www.cms.rbi.org.in) for online filing of customer complaints.

5. ADDITIONAL NORMS FOR DIGITAL LENDING OR THE LOANS SOURCED OVER A DIGITAL LENDING PLATFORM:

(i) Norms for Loans Sourced by LOGIX over Digital Lending Platform/ Apps ("DLAs")- In case, LOGIX sources borrowers and/ or to recover dues over digital lending platform (irrespective of whether they lend through their own digital lending platform or through an outsourced lending platform), LOGIX shall abide by this FPC in letter and spirit and in the manner, it may be applicable to its business. Further, the Company shall follow the following instructions:

(a) Names of digital lending platforms engaged as agents shall be disclosed on the website of the Company.

(b) Digital lending platforms engaged as agents shall be directed to disclose upfront to the customer, the name of the Company on whose behalf they are interacting with him.

(c) Immediately after sanction but before execution of the loan agreement, the sanction letter shall be issued to the borrower on the letter head of the Company.

(d) A copy of the loan agreement along with a copy each of all enclosures quoted in the loan agreement shall be furnished to all borrowers at the time of sanction/ disbursement of loans.

(e) Effective oversight and monitoring shall be ensured over the digital lending platforms engaged by the Company.

(f) Adequate efforts shall be made towards creation of awareness about the grievance redressal mechanism.

(ii) Norms to be followed by LOGIX with respect to Digital Lending- The Company shall comply with the provisions of Guidelines on Digital Lending dated 02, 2022 issued by RBI (as amended from time to time) to the extent applicable.

6. ADDITIONAL NORMS FOR GOLD LOAN BUSINESS, IF APPLICABLE: LOGIX, currently, does not lend against gold jewellery to individuals but if it plans to do the same in future, then LOGIX shall, inter alia, adopt the following guidelines in addition to other applicable guidelines mentioned in this FPC:

(i) LOGIX shall put in place Board approved policy for lending against gold that should inter alia, cover the following:

(a) Adequate steps to ensure compliance with the KYC Directions stipulated by RBI;

(b) Proper assaying procedure for the jewellery received;

(c) Internal systems to satisfy ownership of the gold jewellery;

(d) Adequate systems for storing the jewellery in safe custody, reviewing the systems on an on-going basis, training the concerned staff and periodic inspection by internal auditors to ensure that the procedures are strictly adhered to;

(e) The jewellery accepted as collateral should be appropriately insured;

(f) Transparent auction procedure without conflict of interest in case of non-repayment with adequate prior notice to the borrower;

(g) The auction to be announced to the public by issue of advertisements in at least two newspapers, one in vernacular language and another in national daily newspaper;

(h) Gold pledged will be auctioned only through auctioneers approved by the Board;

(i) The Policy will also cover systems and procedures to be put in place for dealing with fraud including separation of duties of mobilization, execution and approval

(ii) The loan agreement shall also disclose details regarding auction procedure.

(iii) The documentation across all branches shall be standardized.

(iv) LOGIX shall not issue misleading advertisements like claiming the availability of loans in a matter of 2-3 minutes.

7. ADDITIONAL NORMS FOR VEHICLE FINANCING, IF APPLICABLE:

LOGIX, currently, is not engaged into financing of vehicles. However, in future, it may engage into financing of vehicles directly or through its intermediaries and, in such a scenario, the Company shall ensure compliance with the following aspects prescribed in the RBI Master Directions:

(i) LOGIX will have an in-built re-possession clause in the loan agreement with the borrower which must be legally enforceable.

(ii) LOGIX will ensure transparency in the terms and conditions of the loan agreement regarding:

(a) Notice period before taking possession;

(b) Circumstances under which notice period will be waived;

(c) Procedure for taking possession of security/ vehicle;

(d) A provision regarding final chance to be given to the borrower for repayment of loan before the sale/auction of the property/ vehicle;

(e) The procedure for giving repossession of the vehicle/ vehicle; and

(f) Procedure for sale/auction of the property/ vehicle.

8. <u>NBFC- MICRO FINANCE INSTITUTIONS (NBFC-MFI) AND MICROFINANCE LOANS:</u>

The Company is a Non-Banking Financial Company (NBFC) and is not classified as an NBFC-MFI. The Company currently does not undertake microfinance lending activities as defined under the Master Direction – Reserve Bank of India (Regulatory Framework for Microfinance Loans) Directions, 2022, as amended from time to time.

Accordingly, the provisions relating to microfinance loans are presently not applicable to the Company. However, in the event the Company undertakes any lending which qualifies as microfinance loans, i.e., collateral-free loans extended to households with annual income up to ₹3,00,000, the Company shall comply with all applicable provisions of the aforesaid Directions.

9. <u>REVIEW OF THE FPC:</u>

The FPC shall be amended or modified with approval of the Board. The FPC shall be reviewed by the Board on an annual basis. Consequent upon any amendments in RBI Master Directions or any change in the position of the Company, necessary changes in this FPC shall be incorporated and approved by the Board.

Notwithstanding anything contained in this FPC, in case of any contradiction of the provision of this FPC with any existing legislations, rules, regulations, laws or modification thereof or enactment of a new applicable law, the provisions under such law, legislation, rules, regulation or enactment shall prevail over this FPC.

10. <u>KFS (KEY FACT STATEMENT)</u>:

The Company shall provide a Key Fact Statement (KFS) to the borrower before execution of the loan agreement. The KFS shall contain all details of loan including APR, charges, and repayment obligations. No charges shall be levied outside the KFS.

11. <u>COOLING-OFF / LOOK-UP PERIOD</u>:

The borrower shall be provided a cooling-off/look-up period during which the borrower may exit the loan without any penalty by paying the principal and proportionate charges.

12. <u>EXPLICIT CONSENT (DIGITAL LENDING):</u>

The Company shall obtain explicit consent from the borrower before disbursement, execution of loan agreement, and sharing of data with third parties.

13. <u>LSP (LENDING SERVICE PROVIDER) CONTROL:</u>

The Company shall ensure that any Lending Service Provider (LSP) acts only as a facilitator and shall not have control over key lending decisions including loan sanction, pricing, KFS generation, and disbursement.

14. <u>FUND FLOW MECHANISM</u>:

The Company shall ensure that all loan disbursements are made directly from the Company's bank account to the borrower's bank account without any pass-through or pooling account of third parties.

15. <u>AUTOMATIC INCREASE OF CREDIT LIMIT</u>:

The Company shall not automatically increase credit limits without explicit consent of the borrower.

Annexure-A

GRIEVANCE REDRESSAL MECHANISM

(A) KEY PARAMETERS:

Following are some of the key parameters of the Grievance Redress Mechanism ("GRM") adopted by the Company:

(i) Resolution of customer complaints/ disputes/ queries within a prescribed time frame.

(ii) Ensuring that all complaints/ disputes/ queries of customers are heard and disposed of at least at the next higher level.

(iii) The Company shall take-up the grievance promptly and resolve the matter expeditiously. If the matter is not resolved within the prescribed time period or if it is not possible to resolve the same, then the customer shall be informed appropriately at the earliest opportunity.

All communication in relation to the GRM shall be in writing.

(B) CHANNELS, ESCALATION MATRIX AND TIMELINES FOR GRIEVANCE REDRESSAL WITHIN LOGIX:

LOGIX operates into various business segments namely Consumer/ Individual Loans (Consumption Loans, Electric Vehicle loans, Loans Against Securities, Personal Loans and MSME Loans including Term loans and Loan against Shares offered to High Net-Worth Individual (HNI)) and Corporate Loans (Real Estate and Non-Real Estate). Since the customer segment and queries/enquiries would vary therefore the Company has decided to have separate escalation matrix and timelines for each business segment.

(1) Channels for registering Customer Grievances: Consumer/ Retail Loans/e-KYC (UIDAI):

For Consumer/ Retail Loans (which includes Consumption Loans, Electric Vehicle loans, Loans Against Securities, Personal Loans and MSME Loans including Term loans and Loan against Shares) and for Loans to Individual (which includes Term loans and Loan Against Shares) and eKYC (UIDAI KUA) process, the customers can register their complaints/ queries/ enquiries through the following channels:

(a) Voice Support- The customer can call us at Consumer Credit Customer care at 9811411521 between **9:00 am** to **7:00 pm** from Monday to Saturday.

(b) Email Support- Please write to us at logixcorporate@gmail.com (Please ensure to mention your loan account number and contact number in the email). The customer will receive an automated acknowledgement immediately and will receive a response from the team within 3 business days but there would be instances wherein the team may even take longer to respond/reply.

(2) Escalations within the Company:

(a) Level 1: A customer can escalate the matter to info@logixcorporate.com in case he/she is not satisfied with the response received or doesn’t receive any response from the Customer Care team. Depending on the query/dispute/grievance, a written reply/resolution will be sent to the customer within **5 business** days at his/her registered email id with the Company.

(b) **Level 2:** A customer not satisfied with the response received or doesn't receive any response from Level 1, can further escalate the matter/ query/ complaint to the below:

Name of Grievance Redressal Officer (Consumer loans)	Ankita Singh
Contact No.	9811411521
Email Address	logixcorporate@gmail.com

(3) **Corporate Loans:** LOGIX has set up a dedicated e-mail address i.e., info@logixcorporate.com where Corporate Customers can submit their grievances, complaints and suggestions. The said complaints/ query would be resolved within a period of **15 business days** from the date of receipt of complaint.

Annexure B

SALIENT FEATURES OF THE OMBUDSMAN SCHEME AND ADOPTION OF THE SAME BY LOGIX

(A) PROCEDURE FOR REDRESSAL OF GRIEVANCES UNDER THE SCHEME

(1) Grounds of Complaints- Any customer aggrieved by an act or omission of the Company resulting in deficiency in service may file a complaint under the Ombudsman Scheme (also referred to as "Scheme") personally or through an authorised representative.

(2) Grounds for Non-Maintainability of a Complaint

(a) No complaint for deficiency in service shall lie under the Scheme in matters involving:

(i) commercial judgment/commercial decision of a Company;

(ii) a dispute between a vendor and a Company relating to an outsourcing contract;

(iii) a grievance not addressed to the Ombudsman directly;

(iv) general grievances against Management or Executives of the Company;

(v) a dispute in which action is initiated by a Company in compliance with the orders of a statutory or law enforcing authority;

(vi) a service not within the regulatory purview of the RBI;

(vii) a dispute between Regulated Entities;

(viii) a dispute involving the employee-employer relationship of the Company. .

(b) A complaint under the Scheme shall not lie unless

(i) the complainant had, before making a complaint under the Scheme, made a written complaint to the Company and-

(a) the complaint was rejected wholly or partly by the Company, and the complainant is not satisfied with the reply; or the complainant had not received any reply within 30 days after the Company received the complaint; and

(b) the complaint is made to the Ombudsman within one year after the complainant has received the reply from the Company to the complaint or, where no reply is received, within one year and 30 days from the date of the complaint.

(ii) the complaint is not in respect of the same cause of action which is already-

(a) pending before an Ombudsman or settled or dealt with on merits, by an Ombudsman, whether or not received from the same complainant or along with one or more complainants, or one or more of the parties concerned;

(b) pending before any Court, Tribunal or Arbitrator or any other Forum or Authority; or, settled or dealt with on merits, by any Court, Tribunal or Arbitrator or any other Forum or Authority, whether or not received from the same complainant or along with one or more of the complainants/parties concerned;

(iii) the complaint is not abusive or frivolous or vexatious in nature;

(iv) the complaint to the Company was made before the expiry of the period of limitation prescribed under the Limitation Act, 1963, for such claims; 13

(v) the complainant provides complete information as specified in clause 11 of the Scheme;

(vi) the complaint is lodged by the complainant personally or through an authorised representative other than an advocate unless the advocate is the aggrieved person.

Explanation 1: For the purposes of sub-clause (2)(a), 'written complaint' shall include complaints made through other modes where proof of having made a complaint can be produced by the complainant.

Explanation 2: For the purposes of sub-clause (2)(b)(ii), a complaint in respect of the same cause of action does not include criminal proceedings pending or decided before a Court or Tribunal or any police investigation initiated in a criminal offence.

(3) Procedure for filing Complaints:

(a) The complaint may be lodged online through the portal designed for the purpose (https://cms.rbi.org.in).

(b) The complaint may also be submitted through electronic mode via email at CRPC@rbi.org.in or in physical mode to Centralized Receipt & Processing Centre (CRPC), Reserve Bank of India, 4 th Floor, Sector 17, Chandigarh-160 017.

(c) The complaint, if submitted in physical form, shall be duly signed by the complainant or by the authorised representative. The complaint shall be submitted in electronic or physical mode in format specified in Annexure-C and containing such information as may be specified by Reserve Bank.

(d) Additionally, a Contact Centre with a toll-free number – 14448 (9:30 am to 5:15 pm) – is also being operationalized in Hindi, English and in eight regional languages to begin with and will be expanded to cover other Indian languages in due course. The Contact Centre will provide information/clarifications regarding the alternate grievance redress mechanism of RBI and to guide complainants in filing of a complaint.

(B) RESOLUTION AND AWARD/ REJECTION UNDER THE SCHEME

(1) Resolution of Complaints:

(a) The Ombudsman/Deputy Ombudsman shall endeavor to promote settlement of a complaint by agreement between the complainant and the Company through facilitation or conciliation or mediation.

(b) The proceedings before the Ombudsman shall be summary in nature and shall not be bound by any rules of evidence. The Ombudsman may examine either party to the complaint and record their statement.

(c) The Company shall, on receipt of the complaint, file its written version in reply to the averments in the complaint enclosing therewith copies of the documents relied upon, within 15 days before the Ombudsman for resolution. Provided that the Ombudsman may, at the request of the Company in writing to the satisfaction of the Ombudsman, grant such further time as may be deemed fit to file its written version and documents.

(d) In case the Company omits or fails to file its written version and documents within the time as provided, the Ombudsman may proceed ex-parte based on the evidence available on record and pass appropriate Order or issue an Award. There shall be no right of appeal 14 to the Company in respect of the Award issued on account of non-response or non-furnishing of information sought within the stipulated time.

(e) The Ombudsman/ Deputy Ombudsman shall ensure that the written version or reply or documents filed by one party, to the extent relevant and pertaining to the complaint, are furnished to other party and follow such procedure and provide additional time as may be considered appropriate.

(f) In case the complaint is not resolved through facilitation, such action as may be considered appropriate, including a meeting of the complainant with the officials of the Company, for resolution of the complaint by conciliation or mediation may be initiated.

(g) The parties to the complaint shall cooperate in good faith with the Ombudsman/ Deputy Ombudsman, as the case may be, in resolution of the dispute and comply with the direction for production of any evidence and other related documents within the stipulated time.

(h) If any amicable settlement of the complaint is arrived at between the parties, the same shall be recorded and signed by both the parties and thereafter, the fact of settlement may be recorded, annexing thereto the terms of settlement, directing the parties to comply with the terms within the stipulated time.

(i) The complaint would be deemed to be resolved when:

(i) it has been settled by the Company with the complainant upon the intervention of the Ombudsman; or

(ii) the complainant has agreed in writing or otherwise (which may be recorded) that the manner and the extent of resolution of the grievance is satisfactory; or

(iii) the complainant has withdrawn the complaint voluntarily.

(2) Award by the Ombudsman:

(a) Unless the complaint is rejected, the Ombudsman shall pass an Award in the event of:

(i) non-furnishing of documents/information as per the Scheme; or

(ii) the matter not getting resolved under the Scheme based on records placed, and after affording a reasonable opportunity of being heard to both the parties.

(b) The Ombudsman shall also take into account, in addition, the principles of banking law and practice, directions, instructions and guidelines issued by the RBI from time to time and such other factors as may be relevant, before passing a reasoned Award.

(c) The Award shall contain, inter alia, the direction, if any, to the Company for specific performance of its obligations and in addition to or otherwise, the amount, if any, to be paid by the Company to the complainant by way of compensation for any loss suffered by the complainant.

(d) The Ombudsman shall not have the power to pass an Award directing payment by way of compensation, an amount which is more than the consequential loss suffered by the complainant or ₹s20 lakh whichever is lower. The compensation that can be awarded by the Ombudsman shall be exclusive of the amount involved in the dispute.

(e) The Ombudsman may also award a compensation not exceeding ₹1 lakh to the complainant, taking into account the loss of the complainant's time, expenses incurred, harassment and mental anguish suffered by the complainant.

(f) A copy of the Award shall be sent to the complainant and the Company. 15

(g) The Award passed shall lapse and be of no effect unless the complainant furnishes a letter of acceptance of the Award in full and final settlement of the claim to the Company, within a period of 30 days from the date of receipt of the copy of the Award. Provided that no such acceptance may be furnished by the complainant if he has filed an appeal.

(h) The Company shall comply with the Award and intimate compliance to the Ombudsman within 30 days from the date of receipt of the letter of acceptance from the complainant, unless it has preferred an appeal.

(3) Rejection of a Complaint:

(a) The Deputy Ombudsman or the Ombudsman may reject a complaint at any stage if it appears that the complaint made:

(i) is non-maintainable under the Scheme; or

(ii) is in the nature of offering suggestions or seeking guidance or explanation.

(b) The Ombudsman may reject a complaint at any stage if:

(i) in his opinion there is no deficiency in service; or

(ii) the compensation sought for the consequential loss is beyond the power of the Ombudsman to award the compensation as indicated in clause 8(2); or

(iii) the complaint is not pursued by the complainant with reasonable diligence; or

(iv) the complaint is without any sufficient cause; or

(v) the complaint requires consideration of elaborate documentary and oral evidence and the proceedings before the Ombudsman are not appropriate for adjudication of such complaint; or

(vi) in the opinion of the Ombudsman there is no financial loss or damage, or inconvenience caused to the complainant.

(C) APPEAL BEFORE THE APPELLATE AUTHORITY:

(1) There shall not be any right of appeal to the Company for an Award issued for non- furnishing of documents/ information under the Scheme.

(2) The Company may, if aggrieved by an Award or closure of a complaint under the Schemes, within 30 days of the date of receipt of communication of Award or closure of the complaint, prefer an appeal before the Appellate Authority.

(a) Provided that in the case of an appeal by the Company, the period of 30 days for filing an appeal shall commence from the date on which the Company receives the letter of acceptance of Award by the complainant:

(b) Provided further that an appeal may be filed by the Company only with the previous sanction of the Chairman or the Managing Director/ Chief Executive Officer or, in their absence, the Executive Director/Official of equal rank.

(c) Provided that the Appellate Authority may, if he is satisfied that the Company had sufficient cause for not making the appeal within the time, may allow a further period not exceeding 30 days.

(3) The complainant may, aggrieved by an Award) or rejection of a complaint, within 30 days of the date of receipt of the Award or rejection of the complaint, prefer an appeal before the Appellate Authority, viz. the Executive Director in-Charge of the Department of the RBI a LOGIXnistering the Scheme. 16 Provided that the Appellate Authority may, if he 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.

(4) The Appellate Authority's Secretariat shall scrutinize and process the Appeal.

(5) The Appellate Authority may, after giving the parties a reasonable opportunity of being heard:

(a) dismiss the appeal; or

(b) allow the appeal and set aside the Award or order of the Ombudsman; or

(c) remand the matter to the Ombudsman for fresh disposal in accordance with such directions as the Appellate Authority may consider necessary or proper; or

(d) modify the order of the Ombudsman or Award and pass such directions as may be necessary to give effect to the order of the Ombudsman or Award so modified; or

(e) pass any other order as it may deem fit.

(6) The order of the Appellate Authority shall have the same effect as the Award passed by Ombudsman or the order rejecting the complaint under the Scheme, as the case may be.

(7) Display of Information:

a) The Company shall display prominently, for the benefit of the customers, at the branches/ places where business is transacted, the name and contact details (Telephone/ Mobile numbers as also email addresses) of the Nodal Officer and the name and contact details of the Ombudsman, who can be approached by the customer.

b) The Company shall display the salient features of the Scheme (in English, Hindi and Vernacular language) as provided in the RBI Master Direction, at all the offices and branches in such a manner that a person visiting the office or branch has easy access to the information.

c) All the above details provided in point (a) and (b) along with a copy of the Scheme should also be prominently displayed on the website of the Company.

(D) PRINCIPAL NODAL OFFICER ("PNO"):

LOGIX has appointed the Principal Nodal Officer for representation before and furnishing information to RBI Ombudsman in respect of complaints filed against LOGIX. Details of the PNO are as under:

Name of Principal Nodal Officer	Pradeep Singh Solanki
Contact No.	9810344733
Email Address	info@logixcorporate.com

Annexure- C

FORM OF COMPLAINT (TO BE LODGED) WITH THE NBFC OMBUDSMAN

[Clause 11(2) of the Scheme]

(TO BE FILLED UP BY THE COMPLAINANT)

To:

The Ombudsman

Madam/Sir,

Sub: Complaint against (place of branch or office) of LOGIX CORPORATE SOLUTIONS Private Limited

Details of the complaint are as under:

1) Name of the Complainant:

2) Age (years):

3) Gender:

4) Full Address of the Complainant

Pin Code- Email (if available)-

Phone No. (if available)- Mobile Number-

5) Complaint against (Name and full Address of the branch or office of LOGIX CORPORATE SOLUTIONS Pvt. Ltd.) - Pin Code

6) Nature of relationship/account number (if any) with LOGIX CORPORATE SOLUTIONS Pvt. Ltd.

7) Transaction date and details, if available

a) Date of complaint already made by the complainant to the Company: (Please enclose a copy of the complaint)

b) Whether any reminder was sent by the complainant?: Yes/No (Please enclose a copy of the reminder)

8) Please tick the relevant box (Yes/No)- Whether your complaint:

(i)	is sub-judice/under arbitration1?	Yes	No
(ii)	is made through an advocate, except when the advocate is the aggrieved party?	Yes	No
(iii)	has already been dealt with or is under process on the same ground with the Ombudsman?	Yes	No
(iv)	is in the nature of general complaint/s against Management or Executives of the Company?	Yes	No
(v)	is on account of a dispute between Regulated Entities?	Yes	No
(vi)	involves employer-employee relationship?	Yes	No

9) Subject matter of the complaint:

10) Details of the complaint: (If space is not sufficient, please enclose a separate sheet)

11) Whether any reply has been received from the Company within a period of 30 days of receipt of the complaint by it? Yes/No (if yes, please enclose a copy of the reply)

12) Relief sought from the Ombudsman (Please enclose a copy of documentary proof, if any, in support of your claim)

13) Nature and extent of monetary loss, if any, claimed by the complainant by way of compensation (please refer to clauses 15 (4) & 15 (5) of the Scheme)

14) List of documents enclosed:

15) **Declaration:**

(i) I/ We, the complainant/s herein declare that:

a) the information furnished above is true and correct; and

b) I/ We have not concealed or misrepresented any fact stated above and, in the documents submitted herewith.

(ii) The complaint is filed before expiry of period of one year reckoned in accordance with the provisions of 10(2) of the Scheme.

Yours faithfully,

(Signature of Complainant/Authorised Representative)

AUTHORISATION

If the complainant wants to authorise a representative to appear and make submission on her/his behalf before the Ombudsman, the following declaration should be submitted:

I/We hereby nominate Shri/ Smt ___________as my/our authorised representative whose contact details are as below:

Full Address:

Pin Code: Email:

Phone No.: Mobile Number:

(Signature of Complainant)

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