A. K. CAPITAL FINANCE LIMITED

BUILDING BONDS

Fair Practice Code & Grievance Redressal Mechanism

Adopted/Review of the Policy	Board Meeting Date
Adoption of the Policy	April 2, 2012
Amendment of the Policy	March 6, 2013
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Amendment of the Policy	May 14, 2026

Last reviewed on May 14, 2026

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Part A – Fair Practice Code and Grievance Redressal Mechanism as per Reserve Bank of India

1. Introduction:

In accordance with the Reserve Bank of India (Non-Banking Financial Companies – Responsible Business Conduct) Directions, 2025 (**"RBI Directions – Responsible Business Conduct"**) issued by Reserve Bank of India (**RBI**) , A. K. Capital Finance Limited (**"Company"**) has framed the Fair Practice Code ("**FPC**") of the Company detailing the standards for fair business and corporate practices to be followed while dealing with their customers.

Further, the Company is also committed to establish a transparent, efficient and time-bound mechanism for addressing grievances raised by customers, borrowers, guarantors or such other parties, who has availed any facility from the Company.

This Fair Practice Code & Grievance Redressal Mechanism ("**FPC & GRM**") is adopted by the Board of Directors of the Company.

2. Fair Practice Code:

The business of the Company would be conducted in accordance with prevailing statutory and regulatory requirements, with due focus on efficiency, customer-orientation and corporate governance principles. In addition, the Company would adhere to the Fair Practices Code in its functioning, the key elements of which are as follow:

I. Guidelines on Fair Practice Code for NBFCs:

This code sets minimum Fair Practice standards for the Company to follow while dealing with the customer. It provides information to customers and explains how the Company is expected to deal with the customers on day to day basis.

II. Objective of the Code

The code has been developed with an object to:

a) Promote fair practices by setting minimum standards in dealing with customer.

b) Increase transparency so that customer can have a better understanding of what type of service level can be expected from the Company.

c) Review & reinforcement mechanism to ensure high level of adherence to Fair Practices Code

d) Foster customer confidence in the Company.

e) To lay down the Grievance Redressal Mechanism within the Company to resolve disputes, if any, between the Company and its customers.

III. Scope and Application of the Code

The code applies to all products offered by the Company, including the following:

a) Loan Against Property;
b) Construction Finance;
c) Lending to Corporates including NBFCs;
d) Lending to Body Corporates including NBFCs via Unlisted Non-Convertible Debentures (NCDs);
e) Inter Corporate Deposits;
f) Financing of Securities Purchases/Transactions;
g) Loan against Securities;
h) Financing of applications for Public Offering of Securities;
i) Financing of Purchases (applications) for Mutual Funds (MF) Units; and
j) Any other products as may be deemed fit by the Board.

The code required to be adhered to, in letter and spirit, by all the employees/ representatives of the Company. Commitments outlined in this Code are applicable under normal operating environment. In the event of force majeure, the Company may not be able to fulfil the commitments under this Code.

In case of any discrepancy between this policy and any executed agreements, the terms and conditions of that agreement, insofar as they are distinct from this code, shall supersede this policy.

Any directions issued by RBI and / or the applicable directions, as amended from time to time, shall supersede this policy.

IV. Key Commitment

a) To help borrower/ customer to understand how the Company's financial products and services work by :

   i. Ensuring that the customer is given clear information about Company's product and services, the terms and conditions and interest rates/service charges, which apply to them in the loan application form. The loan application form shall also indicate the documents required to be submitted with the application form.

   ii. Keeping customer informed about changes in the interest rates, charges, terms and conditions.

b) To act fairly and reasonably in all dealings with the customer by:

   i. Meeting the commitments and standards in this code for products and services offered by the Company.

   ii. Making sure that products and services meet relevant principles of integrity and transparency.

iii. Ensuring that the Company's products and services are in compliance with the relevant laws and regulations
iv. Providing professional, courteous and speedy services
v. Informing customer about the time limit by which loan application will be processed and informing them of the status at regular intervals.
vi. Handling customer complaints promptly.

vii. Informing customers about the process to take their complaints forward to the higher authorities.
viii. Not engaging in unlawful and/ or unethical practices.
ix. Reversing any charges that the Company has applied erroneously, on an urgent basis

c) To treat personal information of customers as private and confidential.

d) The Company is to help understand how the financial products and/ or services work by:

i. Ensuring that any advertising & promotional literature published is clear and is not misleading;
ii. Giving verbal information that is consistent with the literature shared;
iii. explaining financial and legal implications of the transactions

V. Application for loan and Information:

a) All communication to the customer shall be in the English language or such language as may be decided by the Company from time to time in accordance with the region and the customers with whom it is dealing.

b) The penal charges charged for late repayment shall be mentioned in bold in the loan agreement.

c) The Application Form/ Request Letter as may be applicable for each of the products offered may be different depending upon the requirement of each product and shall include all information that is required to be submitted by the Borrower. Necessary information should also be provided by the Company to facilitate the Borrower in making a meaningful comparison with similar terms and conditions offered by other Lending Institutions and taking an informed decision based on the aforesaid comparison.

d) The customer shall be given information regarding interest rates, terms and conditions for loan and other charges and the documents to be executed in respect of the Loan.

e) The rate of interest and the approach for gradations of risk and rationale for charging different rate of interest to different categories of borrowers shall be disclosed to the borrower or customer in the application form and communicated explicitly in the sanction letter.

f) Acknowledgement shall be given on receipt of loan application documents. Normal time frame for processing of the Loan Application would also be indicated in the acknowledgement to the customers.

g) After the loan is sanctioned, customer shall be informed about the interest rate at which loan is sanctioned, and method of application thereof, mode & time at which the interest will be debited (whether monthly or quarterly) and other terms and conditions applicable to loan.

h) The Company shall give notice to the customer of any change in the terms and conditions like disbursement schedule, interest rates, service charges, prepayment charges etc. It would be ensured that the changes are affected only prospectively.

i) A copy of the Loan Agreement along with Account Opening Form, undertaking or declaration, if any would be furnished to all the borrowers.

j) The Company may conduct contact point verification through its employees or through an agency appointed by it depending on the risk categorization of the client.

VI. Loan Appraisal and Terms & Conditions:

a. The Company shall conduct a due diligence on the creditworthiness of the borrower, which shall be an important parameter for taking a decision on the application.
b. The Company shall convey in writing to the borrower, in English or in the language as understood and confirmed by the borrower, by means of a written sanction letter of the amount of loan sanctioned or otherwise. The said letter shall contain the terms and conditions including the annualized rates of interest and method of application thereof and keep the acceptance of these terms and conditions in the Company's records.
c. The rate of interest should be annualised rates so that the borrower is aware of the exact rates that would be charged to the account.
d. The rate of interest and the approach for gradations of risk and rationale for charging different rate of interest to different categories of borrowers shall be disclosed to the borrower or customer in the application form and communicated explicitly in the sanction letter.
e. The Company shall obtain an acceptance from the borrower on the said sanction letter with the borrower's signature. The company shall maintain a record of such acceptance.
f. The terms and conditions may mention penal charges to be charged for late payment. The same shall be disclosed in bold in the Loan Agreement.
g. The Company shall furnish a copy of loan agreement along with a copy of all enclosures quoted in the loan agreement to all the borrowers at the time of sanction / disbursement of loans. The company shall ensure that the loan agreements and enclosures furnished to all borrowers contain the terms and conditions and the rate of interest in the form of a term sheet, which shall be annexed to the loan agreement.

VII. Disbursement of Loans (Including changes in Terms & Conditions):

a. The Company shall give notice in English or language as confirmed by the Borrower.
b. The disbursement shall be done as per sanction terms upon compliance of all pre disbursement t terms and conditions of the sanction by the borrower;

c. The Company shall give notice in writing to the borrower of any change in the terms and conditions including disbursement schedule, interest rates, services charges, prepayment charges etc. The Company shall also ensure that changes in interest rates and charges are affected only prospectively. This clause shall be covered in the loan agreement as well;

VIII. Post disbursement Supervision

a) Post disbursement supervision would be constructive and the genuine difficulties which the borrower may face, would be given due consideration.

b) In case there is a shortfall in margin/security given due to market fluctuation which may require borrower to give additional margin/security or due to some other reason loan needs to be recalled or payment needs to be accelerated earlier than schedule, same shall be communicated to customer and appropriate notice as per the agreement shall be given to him.

c) If the Company decides to recall/ accelerate payment or performance of the loan, the same shall be in consonance with the Loan Agreement.

d) The Company shall release all securities of its Borrower only on repayment of all dues by such Borrower, or only on realization of the outstanding amount of the Borrower's availed limit, subject to any legitimate right or lien for any other claim which the Company may have against its Borrower. If such right of set off is to be exercised, the Borrower shall be given notice in writing about the same with full particulars about the remaining claims and conditions under which the Company will be entitled to retain the securities till the relevant claim is settled or paid by the Borrower. Due No Objection certificate shall be issued to the customer on fulfilment of said terms within 30 workings days of completion of formalities.

The Company shall release securities on repayment of all dues or on realization of outstanding amount of loan subject to any pending unsettled claims of the Company and / or its group companies. The securities would be withheld after giving notice about the same to the client with full particulars about the pending claims and the conditions under which the Company is entitled to retain the securities till the relevant claim is settled / paid.

IX. General Considerations

a. The Company shall strictly refrain from interference in the affairs of the borrower except for the purposes provided in the Loan Agreement unless new information not earlier disclosed by the Borrower has come to the notice of the Company.
b. In the matter of recovery of loans, the Company shall strictly resort only to remedies which are legally and legitimately available to it and shall at no point in time resort to any form of undue harassment like bothering the borrowers at odd hours / use of muscle ower for recovery of loans.
c. The Company shall ensure that the entire process of enforcing its security, valuation and realization thereof is fair and transparent.
d. The Company shall ensure that the staff is adequately trained to deal with the customers in an appropriate manner.

e. The Company shall not charge interest rate beyond a certain level which may be seen as excessive or not sustainable or not conforming to normal financial practices.
f. Borrowers may pre-pay the loans and prepayment charges shall be as per the Interest Rate and Gradation of Risks Policy. The Company shall make necessary disclosures in this regard in the facility related documents.
g. The Company shall treat customer information as private and confidential and shall be guided by following principles and policies:

The information shall be parted by the Company only in the following circumstances:

i. Information required to be given under law or as demanded or required by Statutory authorities.
ii. Information is given with customer's specific written permission.

h. In case of receipt of request for transfer of borrowed account, either from the borrower or from a lender which proposes to take over the account, the consent or otherwise would be conveyed within 21 days from the date of receipt of request. Such transfer would be as per transparent contractual terms in consonance with law.

X. Regulation of Rate of Interest:

a. The Board of Directors shall adopt an interest rate model for determining the rate of interest to be charged on loans and advances, processing and other charges taking into account relevant factors such as, cost of funds, margin and risk premium, etc. The rate of interest and the approach for gradations of risk and rationale for charging different rate of interest to different categories of borrowers shall be disclosed to the borrower or customer in the application form and communicated explicitly in the sanction letter.
b. The Company may give loan to its wholly owned subsidiaries at the zero percent or subsidised interest rate and/or at its discretion in compliance with the applicable provisions of the Companies 2013 and Directions issued by RBI from time to time and such other Rules, Regulations and Laws of applicable authorities.
c. The information published in the website or otherwise published, if any, should be updated whenever there is a change in the rates of interest.
d. The rate of interest should be annualised rates so that the borrower is aware of the exact rates that would be charged to the account.

XI. Collection of Dues:

a) Company's collection policy shall be built on courtesy, fair treatment and persuasion. Efforts will be made in building customer confidence and long term relationship.

b) The staff deputed to make recovery calls will be adequately trained to deal with customer and shall identify themselves and shall provide details with regard to outstanding claims to the customer.

c) Under no circumstances, Company shall resort to any illegal means for recovery of the dues from the customer. Further the Company will not resort to undue harassment viz., persistently bothering the borrowers at odd hours, use of muscle power for recovery of loans etc.

XII. Complaints, Grievances and Feedback:

a) If complaint is received in writing or over phone, customer's grievances will be recorded by the Company.

b) The Company shall ensure that the staff are adequately trained to deal with the customers in an appropriate manner.

c) Company will endeavor to sort out the matter within One month of receipt of a complaint.

d) In case the complaint requires more time, then the same would be informed to the customer. Customer would be updated at regular intervals regarding the status of the same.

e) The grievance redressal mechanism within the organisation will be explained to the customer to resolve any dispute, such a mechanism would ensure that all disputes arising out of decisions of our functionaries are heard and disposed off at least at the next higher level.

f) A complaint of misconduct against an official of the Company shall be redressed by next level of authority.

3. Grievance Redressal Mechanism as per RBI

The Company's Mechanism is to treat and service all the clients/Customers consistently and fairly. The Company has laid down the appropriate Grievance Redressal Mechanism within the Company to resolve disputes arising in this regard. This mechanism shall ensure that all disputes arising in connection with any matter pertaining to business practices, lending decisions, credit management and recovery decisions shall be heard and the response would be sent for such complaint / grievance.

All the customer queries and complaints registered to the Company shall be reviewed, monitored and resolved to the satisfaction of the customers. The focus shall be to ensure all grievances are resolved in a timely basis and to the full satisfaction of the customers.

The Company has appointed a Grievance Redressal Officer who can be approached by the customers for resolution of complaints against the Company.

All the places/ branch where business of the Company is transacted, a notice shall be displayed mentioning the details of the Grievance Redressal Officer of the Company, for the benefit of our customers:

All grievances/ complaints received from the customers shall be dealt with in the manner as specified in Annexure 1 of this Policy.

The Board of Directors of the Company shall review from time to time the compliance of the Fair Practices Code and the functioning of the grievances redressal mechanism at various levels of management.

The Company shall modify, amend and update the above Code from time to time in accordance with the guidelines prescribed by the RBI and as and when deemed fit by the Board of Directors of the Company.

4. Credit Bureau Reporting:

Reporting of Credit Information:

The Company shall ensure that following procedures, practices are followed while reporting Credit Information to Credit Information Companies (CICs):

1. Credit information submitted to CICs is updated regularly and there are no instances of non-reporting of repayment/ last payment.

2. Customer grievances relating to updation/ alteration of credit information are addressed on priority basis.

3. To ensure that the timelines and prescribed procedures are adhered with respect to updation/ alteration of credit information, resolving of disputes arising in relation to the same.

4. To ensure Credit information is updated to all the CICs at regular intervals at least once in a month to ensure adequate reporting of credit information.

5. To ensure latest Credit Information Report (CIRs) are relied upon in their credit appraisal proposals.

6. To ensure proper and full customer information viz. identifier information like PAN No., Aadhaar No., Voters ID Card No., etc. are furnished to CICs.

7. The Compliance shall ensure to comply with all the frameworks/ guidelines issued by the RBI or any CIC for bureau reporting.

Role of the Investment and Credit Committee ("ICC"):

The ICC shall ensure the following:

1. Review the status of customer complaints at regular intervals.

2. To ensure that stipulated timelines are followed with respect to the reporting of credit information and resolving the disputes and take necessary steps in case of any deviations from stipulated time limits are observed.

3. To review Credit Information reports submitted to CICs at regular intervals and address grievances in relation to the same, if any.

4. To carry out Root Cause Analysis of the customer grievances received, if any, at regular intervals and review the outcome of the said analysis.

5. To compensate the customers for delay in resolving complaints relating to credit information within the prescribed timelines as per the prescribed framework.

Compensation Framework:

The Company shall comply with the provisions of Master Direction – Reserve Bank of India (Credit Information Reporting) Directions, 2025 for compensation to customers for delayed updation/ rectification of credit information

The following mechanism shall apply with respect to resolving the complaint registered for delayed updation/ rectification of credit information:

i) A complainant may request to update the credit information by submitting a writing request/complaint for appropriate correction, addition or otherwise by any of the modes defined under the Grievance Redressal mechanism (defined herein above). On such request the Company shall take steps to update the credit information within thirty (30) days after being requested to do so in co-ordination with Credit Information Companies (CIC) in accordance with the guidelines issued by Reserve Bank of India, from time to time.

ii) The CI shall forward the corrected particulars of the credit information to the CIC or complainant within a period of twenty-one (21) days from the date when the CI was informed of the inaccuracy in the credit information.

iii) The CI and the CIC, collectively, an overall limit of thirty (30) days to resolve/ dispose of the complaint. In effect, this would mean that a CI would get twenty-one (21) days and CICs would effectively get the remainder of nine (9) days for complete resolution of the complaint.

iv) Complainants shall be entitled to a compensation of ₹100 per calendar day from the date of the initial filing of the complaint by the complainant with the Company, in case their complaint is not resolved within a total period of 30 days for CIC (21 days in case of CI) from the date of the initial filing of the complaint by the complainant with a CI/ CIC for updation/ rectification of credit information in accordance to the applicable RBI regulations.

v) The complainant shall be advised of the action taken on the complaint in all cases, including the cases where the complaint has been rejected. In cases of rejection, the reasons for rejection shall also be provided.

vi) Where the complaint has been received & registered and there has been a delay in the resolution of the complaint, the Company shall inform the concerned CIC(s) and the complainant after the final resolution, regarding total delay (in calendar days) and the amount of compensation to be paid by the Company and/ or CIC(s).

vii) The compensation amount shall be credited to the bank account of the complainant within five (5) working days of the resolution of the complaint.

The designated officials shall be responsible for handling complaints related to credit information.

Nodal point of contact

Ms. Shikha Sharma, Company Secretary and Compliance Officer of the Company shall be the Nodal point of contact for dealing with CICs to address any customer grievances relating to the credit information submitted to CICs.

5. Confidentiality

The Company shall maintain confidentiality of the information of borrowers and may not reveal transaction details of the borrowers to any other persons except under the following circumstances:

1. The information is required to be disclosed as per the regulatory requirements.
2. The information is required by the auditor, consultants or any third party service providers of the Company, who are under the duty of confidentiality.
3. The information is required by any person with whom the Company may enter into any transaction related to transfer, direct assignment, or any other agreements.
4. If the information is required by other banks/ government authority(ies) if the borrower has availed any facility from them
5. Submission of the required data to the credit information company.

6. Review/ Amendment of Policy:

The Board may amend this FPC & GRM as and when deemed fit. This FPC & GRM shall subject to review by the Board, at least on an annual basis.

The Company shall reserve the right to review and make amendment to this FPC & GRM from time to time as it deems fit in accordance with the applicable laws, rules, directions and regulations for the time being in force. In the event of any conflict between the provisions of this Policy and the Act or RBI Directions – Responsible Business Conduct or any other statutory enactments, the provisions of RBI Directions – Responsible Business Conduct or statutory enactments shall prevail over this Policy. An

interim review and amendment can also be carried out to accommodate minor changes, if any, on regulatory and operating front by the Compliance Officer of the Company.

Annexure 1

Contact Details of Designated Officers of the Company:

Particulars	Principal Officer (Under PMLA)	Designated Director (Under PMLA)
Name	Mr. Mahesh Bhootra	Mr. A. K. Mittal
Address	A. K. Capital Finance Limited, 601-602, 6th Floor, Windsor, Off. CST Road, Kalina, Santacruz (East), Mumbai - 400 098	A. K. Capital Finance Limited, 601-602, 6th Floor, Windsor, Off. CST Road, Kalina, Santacruz (East), Mumbai - 400 098
Tel no.	+91-22-67546500	+91-22-67546500
Email ID	mahesh.bhootra@akgroup.co.in	csakcfl@akgroup.co.in

Contact details for Complaint Redressal Mechanism

Level I:

The customer shall raise their Grievances with the Company through following modes –

a. Visiting the registered office -

The customer can lodge their Grievances / Complaints by visiting the registered office of the Company within the regular working hours of 9:00 am to 6:00 pm (Monday to Friday).

b. By way of e-mail and telephone:

A customer may also raise his/ her Complaint through the contact number as mentioned on Company's website or email to csakcfl@akgroup.co.in

While raising a grievance, the customers shall necessarily provide Loan Account Number, details of Grievance/ Complaint along with necessary documents, if any, valid phone no. and e-mail id.

The designated official of the Company will be responsible to satisfactorily resolve the grievance as raised by the customer within the time-lines as indicated in this Policy.

Level 2:

If the customer is not satisfied with the resolution provided by the designated official or his/ her Grievance or Complaint is still unresolved within the stipulated time frame, the customer may escalate to the Grievance Redressal Officer (GRO) of the Company:

Particulars	Grievance Redressal Officer & Nodal Officer for CICs
Name	Ms. Shikha Sharma, Company Secretary and Compliance Officer
Address	A. K. Capital Finance Limited, 601-601-602, 6th Floor, Windsor, Off. CST Road, Kalina, Santacruz (East), Mumbai - 400 098
Tel no.	+91-22-67546500
Email ID	nodalofficer.akcfpl@akgroup.co.in

Level 3:

If the complaint/ dispute is not redressed within a period of one month, the customer may submit the complaint on the Complaint Management System portal of Reserve Bank of India (RBI). The customer can also lodge a compliant by visiting the designated Regional Office of the Reserve Bank of India. The complete address of the designated Regional Office is provided below and will be displayed in the notice board in the premises of the Registered Office and the Branch/(s) of the Company.

Regional Office of Reserve Bank of India:

Department of Supervision,
Reserve Bank of India,
3rd Floor, World Trade Centre,
Cuffe Parade, Colaba,
Mumbai - 400 005

Note:
The Customer may obtain for a copy of the following from the Reception:
a. Fair Practices Code & Grievance Redressal Mechanism of the Company.
b. Company's Policy on Interest Rates charged.

Part B –Grievance Redressal Mechanism as per Digital Personal Data Protection Act, 2023

1) Introduction:

This Mechanism is framed in accordance with the provisions of the Digital Personal Data Protection Act, 2023 ("**DPDP Act**") read with Digital Personal Data Protection Rules, 2025 ("**DPDP Rules**") and is intended to establish a transparent, efficient and time-bound mechanism for addressing grievances raised by Data Principals with respect to the processing of their Personal Data as received by the Company .

A. K. Capital Finance Limited ("**Company**") in its capacity as Data Fiduciary is committed to process Personal Data in a lawful, fair, transparent and secure manner while respecting the rights of Data Principals in accordance with applicable provisions of Section 13 of the DPDP Act.

2) Applicability and Objective

This Mechanism applies to grievances relating to Personal Data processed by the Company.

The DPDP Act mandates the Company in its position as a Data Fiduciary obtaining and processing Personal Data to establish an effective mechanism to redress the grievances of individual to whom the Personal Data relates.

3) Definitions:

a. **Complainants**: shall mean all clients, investors, customers, borrowers, guarantors, employees, vendors, and other Data Principals whose Personal Data for the purpose of processing is obtained by the Company, raises Complaint(s) / Grievance(s) under this mechanism.

b. **Complaint or Grievance:**

A Complaint or Grievance means any expression of dissatisfaction made by a Data Principal /Complainants in respect of any act or omission by the Company in relation to the processing of Personal Data or the exercise of rights available to Data Principal under the provisions of the Act and rules made thereunder.

c. **Data Fiduciary:** means any person who alone or in conjunction with other persons determines the purpose and means of processing of Personal Data

d. **Data Principal:** means the individual to whom the Personal Data relates and where such individual is—

(i) a child, includes the parents or lawful guardian of such a child;

(ii) a person with disability, includes her lawful guardian, acting on her behalf;

e. **Personal Data**: means any data about an individual who is identifiable by or in relation to such data

Any term(s) and, or expression(s) not defined in this Mechanism shall have the same meaning as defined in the applicable provisions of the DPDP Act read with DPDP Rules.

Wherever appropriate in this Mechanism, a singular term shall be construed to mean the plural where necessary and a plural term the singular. Similarly, any masculine term shall also be construed to mean the feminine or any other gender and vice versa.

4) Rights of Data Principal:

Data Principal shall have the right to access, correct or update any inaccuracies in their personal data, request erasure or deletion, where legally permissible, withdraw their consent (without affecting lawful prior processing), and nominate another person to exercise their rights.

5) Grievance Redressal Officer

The Company has designated Compliance Officer of the Company as Grievance Redressal Officer with below co-ordinates to address such Complaints /Grievances as defined under this Mechanism.

Email Address	csakcfl@akgroup.co.in
Address	601-602, 6th Floor, Windsor, Off CST Road, Kalina, Santacruz (E), Mumbai – 400 098

Complaint or Grievance can be lodged by submitting a duly filled 'Grievance Form' in the format set-out in "**Annexure-I**" hereto, and forwarding the same to the Grievance Redressal Officer on the contact details given above.

6) Grievance Resolution Process:

(i) The Grievance Redressal Officer shall examine the Grievance and may seek additional information or clarification from the Data Principal, wherever required.

(ii) In case the resolution of Complaint requires inputs/ responses from any other department(s) of the Company the Compliance Officer shall share the details of the Complaint received and seek the necessary inputs/ responses from the concerned department(s).

(iii) The Grievance Redressal Officer shall review and provide the optimal resolution representing the Company's best attempt to address the Grievance within a period of 90 days from the date of its receipt.

(iv) Resolution may include corrective actions in the form of clarification, providing access, correction and/ or erasure of incorrect data, or other appropriate remedial measures.

(v) In accordance with Section 13(3) of the DPDP Act, the Data Principal shall exhaust the grievance redressal mechanism provided by the Company before approaching the Data Protection Board of India.

(vi) If the Data Principal is not satisfied with the resolution or no response is received within the prescribed time, he/ she may escalate the grievance to the Data Protection Board of India in the manner provided under the DPDP Act.

7) Review/ Amendment of Policy:

The Board may amend this Mechanism as and when deemed fit. This Mechanism shall subject to review by the Board, at least on an annual basis.

The Company shall reserve the right to review and make amendment to this Mechanism from time to time as it deems fit in accordance with the applicable laws, DPDP Act, DPDP Rules and other regulations/ directions/ rules for the time being in force. In the event of any conflict between the provisions of this Mechanism and the DPDP Act or DPDP Rules or any other statutory enactments, the provisions of DPDP Act or DPDP Rules or statutory enactments shall prevail over this Mechanism. An interim review and amendment can also be carried out to accommodate minor changes, if any, on regulatory and operating front by the Compliance Officer of the Company.

Annexure I - Complaint/ Grievance Form under DPDP Act

Name of the Data Principal	
Permanent Account Number ("PAN")	
Communication address	
Mobile Number	
Email Address	
Details about the Complaint/ Grievance	
Type of request (access, correction, erasure, , etc.)	
Attachments, if any	

Note:

1. ***All the fields are mandatory, until specified otherwise***
2. ***The Company shall promptly respond to the Complainant confirming the receipt of Grievance/ Compliant***