

2023

SREI Equipment Finance Limited

Fair Practice Code and Ombudsman Scheme

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Fair Practice Code:

This Fair Practice Code is aimed to provide to all the stake holders, especially customers effective overview of practices followed by the company in respect of the financial facilities and services offered by the company to its customers. This Fair Practice Code has been revised taking into account the new guidelines on “Fair Practice Code for NBFCs” issued by RBI vide Master Direction - Non-Banking Financial Company - Systemically Important Non-Deposit taking Company and Deposit taking Company (Reserve Bank) Directions, 2016 its subsequent updates.

Objectives of Fair Practices Code

This code has been developed:

- To promote good, fair and trust-worthy practices by setting standards in dealing with customers;
- To ensure transparency in the Company’s dealings with its customers;
- To ensure compliance with legal norms in matters relating to recovery of advances;
- To enable customers to have better understanding of what they can reasonably expect of the services offered by the Company;
- To reckon with market forces, through competition and strive to achieve higher operating standards;
- To strengthen mechanisms for redressal of customer grievances.

Validity of the Policy

The Policy shall be valid for two years from date of approval (i.e upto 30th June 2024) and will be reviewed accordingly unless any modification is required considering the circumstances

Definitions

- a) “Facility” shall mean and cover any and all types of financing and asset providing arrangements of different nature and modes like loan, finance lease, operating lease etc. under different financing schemes and policies of the Company as prevailing from time to time.
- b) “Customer” includes borrower, lessee and hirer.

SEFL Fair Practices Code**I. Applications for facilities and their processing:**

- a) Loan application forms shall include the terms and conditions which affects the interest of the borrower. Additionally, the loan application forms shall indicate the documents required to be submitted with the forms.
- b) Customers who have evinced interest in availing the facilities from Company should fill up the facilities application form, complete in all aspects and should submit the same to the Company’s nearest office.
- c) The application so received will be acknowledged by the Company immediately on submission and will be processed for sanction of the facility. The Company will consider all the documents submitted and the information provided, verify the

credit worthiness of the customer and evaluate the proposal at its sole discretion and will grant facility by issuing a sanction letter within 21 days from the date of receipt of the facility application and if no communication is received by the customer, the facility application is deemed to have been rejected and the Company will not send any communication for rejected cases;

- d) Regarding applications for loans and their processing, all communications to the borrower shall be in the vernacular language or a language as understood by the borrower

II. Facilities Appraisal and Terms and Conditions:

- a) The Company shall convey in writing to the customer by means of offer/ sanction letter in vernacular language or a language as understood by him the following:
 - i. Amount financed;
 - ii. Documents to be submitted for disbursement of the facility;
 - iii. Rate of interest;
 - iv. Details of security to be offered;
 - v. Repayment schedule;
 - vi. Penal interest or delayed payment charges;
 - vii. Documents to be executed by the guarantor and co-applicant for disbursement.
 - viii. Others terms as may be required
- b) Copy of the offer/sanction letter will have to be accepted. The customer will have to return to the Company a copy of the offer/sanction letter duly acknowledged by him as a token of acceptance.
- c) In case the agreement/other document is written in a language other than vernacular language, the customer before signing such agreement/document will be explained the terms and condition of the agreement in vernacular language or a language as understood by him by a translator. The translator will also sign that he has explained all the terms and conditions of the agreement to the customer.
- d) The Company should mention the penal interest charged for late repayment in bold in the facilities agreement.
- e) The Company should furnish a copy of the facility agreement along with a copy each of all enclosures quoted in the facility agreement to the customers at the time of disbursement.
- f) The company shall not charge any foreclosure charges/prepayment penalties on floating rate term loans sanctioned to the individual borrower.

III. Disbursement of Facilities and changes in Terms and Conditions:

- a) Any change in terms and condition like change in interest rate, tenure, all charges/ fees would be communicated to the customer in writing in vernacular language or a language as understood by the customer; Change in interest rates and charges shall be effected only prospectively.
- b) Decision to recall / accelerate payment or performance under the agreement shall be in consonance with the facilities agreement.

- c) The Company shall release all securities on repayment of all dues or on realization of the outstanding amount of facilities, subject to any legitimate right or lien for any other claim the Company may have against the customer. If such

right of set off is to be exercised, the customer shall 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

IV. General:

- a) The Company shall refrain from interference in the affairs of the customer except for the purposes provided in the terms and conditions of the facilities agreement (unless new information, not earlier disclosed by the customer, has come to the notice of the Company).
- b) In case of receipt of request from the customer for transfer of borrowal account, the consent or otherwise i.e. the Company's objection, if any, shall be conveyed within 21 days from the date of receipt of request in writing. Such transfer shall be as per transparent contractual terms in consonance with law.
- c) In the matter of recovery of dues, the following guidelines are to be followed by collection agents:

(i) Maintaining dignity and fair treatment –

1. The customer will always be treated with dignity and respect and no harassment will be done.
2. Fair practices, courtesy, and persuasion will be followed thereby fostering customer confidence and long-term relationship.
3. Approach for recovery will be practical and non-prejudiced.
4. All assistance will be given to resolve disputes or differences in a mutually acceptable and in an ordinary manner, if any as regards dues.
5. Demeanour that may suggest criminal intimidation threat of violence or muscle power will be scrupulously avoided.
6. Assistance of recovery of dues will be either by direct recovery or seizure & disposal of secured assets or facilitating a negotiated settlement by adopting legally permissible means of recovery.

(ii) Confidentiality and privacy –

1. SEFL representative will keep the affairs of entrusted customers highly confidential and observe strict customer confidentiality.
2. SEFL representative will communicate with third parties to obtain customer's location information - home address, business address, home phone number and workplace phone number only when the customer's present location is either unknown or uncertain.
3. The privacy of the customer will always be maintained. The customer will not be embarrassed in the presence of his/her neighbours.
4. The SEFL representative will not discuss the customer's debt where others can overhear the conversation.

(iii) Language –

1. SEFL representative will use the formal mode of address in the language of choice

of the customer.

2. They will always remain professional during telephone conversations and visits.
3. No written or verbal threats, abuse or rudeness will be given
4. SEFL representative will not become abusive, visibly irritated or demean the borrower in any fashion
5. Only acceptable business language will be used, even if the other party does not.

(iv) Calling/visiting hours –

1. Contact may normally be limited to between 07.00 hrs. and 19.00 hrs unless the special circumstances of the borrower's business or occupation demands otherwise. Persistent bothering the customer at odd hours will not be allowed.
2. However, it may be ensured that a borrower is contacted only when the call/visit is not expected to cause inconvenience to him/her.
3. Calls/visits earlier or later than the prescribed hours may be placed only under the following conditions:
 - When the customer has authorized to do so in writing or orally.
 - Due notice of recall of the loan has been served to the customer, and appointment of recovery agent has been intimated to him, and the borrower is intentionally avoiding calls/visits of the recovery agent.
 - When attempts to contact the borrower have resulted in information that the customer is normally only available outside these hours.
4. Time and number of calls/visits and contents of conversation will be documented. Notes/contents of conversation should be clear, concise and accurate.
5. All attempts, contacts, conversation, and actions should be noted as collection notes.
6. A customer should be called no more often, than is reasonable in the context of the debt.
7. Queries of the customer if any, will be satisfied in full.
8. SEFL representative will provide the customers with information requested, give assistance and resolve their issues.

(v) Leaving message for the borrower -

1. Calls will first be placed to the customer.
2. In the event the customer is not available, a message may be left for him/her. The aim of the message should be to get the customer to return the call.

(vi) Place of contact –

1. The customer will be contacted ordinarily at the place of his choice and in the absence of any specified place he will be contacted at his/her residence in the place of employment/ business.
2. In appropriate occasions such as bereavement in the family, any social engagement in family, any family member gravely ill or such other calamitous occasions will be avoided for making calls/ visits to collect dues.
3. Customer's request to avoid calls at a particular time or at a particular place will be honoured as far as possible. Such customers will be asked to provide an alternate address/ phone number where they may be reached.

(vii) Code to be adopted during call–

1. The SEFL representative will identify himself/herself to the customer and will

apprise him/her of the authority to represent.

2. The reason for call will be clearly stated, providing the customer with all the information regarding dues and necessary notice be given for enabling discharge of dues.
3. Offer to call back will be made if the customer is busy.
4. Conversations will be kept limited to business.

(viii) Code to be adopted during visit –

1. The SEFL representative will not enter the borrower's residence against his/her wishes.
2. The SEFL representative will not restrict the customer's movement or restrain him/her from entering or leaving the house/room
3. The representative will not visit in large numbers – i.e. not more than one agent.
4. The representative will not remain in the customer's house if he/she were to leave for any reason.

(ix) Frequency of contacts –

The purpose of a collection call is to bring to the notice of the customer the obligation and to seek a commitment to pay on a specified date. Once a promise is elicited, the customer may only be called on the day prior to the day committed to remind of the commitment and on the date of the commitment for confirmation of payment. In the event a commitment is not forthcoming or has been broken, calls may be made at reasonable frequency, based on amount owed, product, aging of debt and account history.

(x) No misleading statement/misrepresentation permitted –

1. No SEFL representative will mislead the customer about their true business or organization name, or falsely represent or imply that he is an attorney (lawyer), government official, officer of any court etc.
2. The customer will not be threatened with imprisonment or even mention imprisonment unless legal action planned.
3. The customer will not be threatened with arrest/detention by the police.

(xi) Gifts/bribes –

1. Any kind of gifts/bribe will not be accepted by the SEFL representative
2. Recoveries will be accepted by cheques and drafts drawn in favour of SEFL only.
3. Any agent, if offered a bribe or payment of any kind by a customer must report the offer to SEFL.
4. No representative will collect any excess amount apart from what is due from the customer.

(xii) General guidelines -

1. SEFL representatives must be appropriately dressed, decorum and decency should be maintained.
2. They should carry their identity card for proper identification and shall limit their role of recovery of dues to the NPA accounts specifically entrusted to him.
3. They should furnish an undertaking to abide by the code of conduct and strictly adhere to the same for collection of dues.
4. They should resort to only the legally permissible activities during the course of

(xiii) Training of Recovery Agents:

1. Representatives should have undergone necessary training and obtain the said certificate if applicable.
 2. SEFL will ensure that representatives are adequately trained to deal with customers in an appropriate manner.
 3. It should be ensured that the agents are properly trained to handle with care and sensitivity in particularly aspects like hours of calling, privacy of customer information, etc.
 4. They should be trained so as to not resort to intimidation or harassment of any kind either verbal or physical against any borrower during the course of their debt collection efforts, including acts intended to humiliate publicly or intrude the privacy of the borrowers' family members, referees and friends, making threatening and anonymous calls or making false and misleading representations.
 5. SEFL will ensure that they adopt the Fair Practice Code and ensure strict adherence to the same.
 6. Through comprehensive trainings, it will be ensured that representatives do not induce adoption of uncivilized, unlawful, and questionable behaviour or recovery process.
- d) The Board of Directors of the Company should also lay down the appropriate grievance redressal mechanism within the organization to resolve disputes arising in this regard. Such a mechanism should ensure that all disputes arising out of the decisions of SEFL's functionaries are heard and disposed of at least at the next higher level. The Board of Directors should also provide for periodical review of the compliance of the Fair Practices Code and the functioning of the grievances redressal mechanism at various levels of management. A consolidated report of such reviews may be submitted to the Board at regular intervals, as may be prescribed by it.
- e) The Company must have a built in re-possession clause in the contract/loan agreement with the borrower which must be legally enforceable. To ensure transparency, the terms and conditions of the contract/loan agreement should also contain provisions regarding: (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) a provision regarding final chance to be given to the borrower for repayment of loan before the sale / auction of the property; (e) the procedure for giving repossession to the borrower and (f) the procedure for sale / auction of the property. A copy of such terms and conditions shall be made available to the borrowers in terms of circular wherein it was stated that SEFL may invariably furnish a copy of the loan agreement along with a copy each of all enclosures quoted in the loan agreement to all the borrowers at the time of sanction / disbursement of loans, which may form a key component of such contracts/loan agreements.

V. Grievance Redressal Mechanism:

Towards ensuring redressal of the grievances and /or disputes arising out of the decision of the functionaries of the Company the following mechanism is put in place:

- a) A toll free number (1800-266-7734) for recording grievances of the customer has been initiated and the same has been intimated to the customers;
- b) A separate email (SEFL@srei.com) has been created wherein customer can send their grievances via email;
- c) Online submission of queries/request [Complaints/Grievances] can be done at our website www.srei.com;
- d) Customer walk-in at Branches/ Regional Office/ Head Office;
- e) These complaints will be received by our Customer Service Department at Head Office in Kolkata through a complaint tracking module. These complaints would be then referred to respective location and functions for resolution.
- f) All disputes arising out of the decisions of the functionaries of the Company in relation to the product and services shall be heard and disposed off at the Grievance Redressal Cell. Therefore the following grievance redressal mechanism has been put in place:

Level 1: If customer is not satisfied with the resolution provided, he may write to "Grievance Redressal Cell" through online link or send the letter to Grievance Redressal Cell, Srei Equipment Finance Ltd, Y 10, Block EP, Sector V, Salt Lake, Kolkata 700091

Level 2: If customer is not satisfied with the resolution provided by the Grievance Redressal Cell, he may further escalate to the Nodal Officer through online link available at SREI website or write to below address:

Mr. Rajesh Agarwal

Srei Equipment Finance Ltd, Y 10, Block EP,

Sector V, Salt Lake, Kolkata 700091

Phone: 033-66394700 Extn: 2622

E-mail: nodal.office@srei.com

The compliance of the Fair Practices Code as well as functioning of the customer grievance redressal cell / Nodal Officer shall be reviewed by the Credit Committee from time to time.

If the complaint/dispute is not redressed within a period of one month, the customer may appeal to the Officer- in Charge , Department of Non-Banking Supervision, 5th Floor, Reserve Bank of India, 15, Netaji Subhas Road, Kolkata 700 001, India. Tel:+91 33 2231 2121, Fax: +91 33 2230 9589.

VI. Regulation of Interest to be charged from the customer and gradation of risk:

- a) The company has laid down criterion for determination of interest rate based on the following parameters:

- ix. Weighted Average Cost of Borrowing
- x. Administrative and Establishment Cost
- xi. Cost of Risk
- xii. Cost of Capital
- xiii. Profit Margin

- b) The decision to give a facility and the interest rate applicable to each facility account is assessed on a case to case basis, based on multiple parameters such as the type of the asset being financed, customer profile and repayment capacity, customer's other financial commitments, past repayment track record (if any), the security for the facility as represented by the underlying assets, loan to value ratio, mode of payment, tenure of the facility, geography (location) of the customer, end use of the asset etc. Such information is collated based on customer inputs and field inspection by the Company officials. The rates of interest are subject to changes as the situation warrants and are subject to the discretion of the Management on a case-to case basis. 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.
- c) Internal Credit Rating Model has been adopted for gradation of risks which is considered to determine the rate of interest. All floating interest rates are linked to Srei Benchmark Rate, which are published in the website and is updated whenever there is a change in the rate of interest.
- d) The rate of interest to be charged to the account will also be mentioned in annualized form.

OMBUDSMAN SCHEME**I. Grounds of Complaint**

In case of grievance, the customer may prefer a written complaint with the Regional office of the Company, in respect of the following, provided the matter is not referred to any court or forum:

- a) Non-payment or inordinate delay in the payment of interest on deposits;
- b) Non-adherence to the Reserve Bank directives, if any, applicable to rate of interest on deposits;
- c) Non-repayment or inordinate delay in the repayment of deposits;
- d) Non-presentation or inordinate delay in the presentation of post-dated cheques provided by the customer;
- e) Failure to convey in writing, the amount of loan sanctioned along with terms and conditions including annualised rate of interest and method of application thereof;
- f) Failure or refusal to provide sanction letter/ terms and conditions of sanction in vernacular language or a language as understood by the borrower;
- g) Failure or refusal to provide adequate notice on proposed changes being made in sanctioned terms and conditions in vernacular language as understood by the borrower;
- h) Failure or inordinate delay in releasing the securities documents to the borrower on repayment of all dues;
- i) Levying of charges without adequate prior notice to the borrower/ customer;
- j) Failure to provide legally enforceable built-in repossession clause in the contract/ loan agreement;
- k) Failure to ensure transparency in the contract/ loan agreement regarding (i) notice period before taking possession of security; (ii) circumstances under which the notice period can be waived; (iii) the procedure for taking possession of the security; (iv) a provision regarding final chance to be given to the borrower for repayment of loan before the sale/ auction of the security; (v) the procedure for giving repossession to the borrower and (vi) the procedure for sale/ auction of the security;
- l) Non-observance of directions issued by Reserve Bank to the non-banking financial companies;
- m) Non-adherence to any of the other provisions of Reserve Bank Guidelines on Fair Practices Code for Non-Banking Financial Companies.
- n) Grievances against any of the outsourced agencies engaged by the Company for various activities like sourcing of applications/recovery etc. will also come under the purview of the Grievance Redressal Mechanism as above. In case the complaint is not disposed of to his satisfaction, the customer can exercise the option to escalate the matter to a higher authority in the Company as per the matrix given above.

The Ombudsman may also deal with such other matter as may be specified by the Reserve Bank from time to time in this behalf

II. Procedure for filing complaint

A Customer can file a complaint with Ombudsman at the end of one month if reply is not received from the Company; OR, the customer remains dissatisfied with the reply of the Company. The customer who has a grievance against the company on any one or more of the grounds mentioned in the clause "Grounds of Complaint", himself or through his authorised representative (other than an Advocate), make a complaint to the Ombudsman within whose jurisdiction the Branch/ Registered Office of the company is located.

- A) The complaint, when in writing, shall be duly signed by the complainant or his authorized representative and shall be, as far as possible, in the form specified in 'Annex' or as near as thereto as circumstances admit, stating clearly:
- i) the name and address of the complainant,
 - ii) the name and address of the branch or registered office of the company
 - iii) the facts giving rise to the complaint,
 - iv) the nature and extent of the loss caused to the complainant, and
 - v) the relief sought for.
- B) A complaint made through electronic means shall also be accepted by the Ombudsman and a print out of such complaint shall be taken on the record of the Ombudsman.
- C) The Ombudsman shall also entertain complaints covered by this Scheme received by the Central Government or Reserve Bank or other financial regulators and forwarded to him for disposal."

If customer is not satisfied with the decision of Ombudsman, he may prefer an appeal with the Appellate Authority namely Deputy Governor, RBI.

Note: This is an Alternate Dispute Resolution Mechanism and the customer is at liberty to approach any other court / forum / authority for the redressal at any stage.

Refer to www.rbi.org.in for further details of the Scheme

Name and address of the NBFC Ombudsman:

Sl. No	Centre	Address of the Office of NBFC Ombudsman	Area of Operation
1.	Chennai	C/o Reserve Bank of India Fort Glacis, Chennai 600 001 STD Code: 044 Tel No. 25395964 Fax No. 25395488	Tamil Nadu, Andaman and Nicobar Islands, Karnataka, Andhra Pradesh, Telangana, Kerala, Union Territory of Lakshadweep and Union Territory of Puducherry
2.	Mumbai	C/o Reserve Bank of India, RBI Byculla Office Building, Opp. Mumbai Central Railway Station, Byculla, Mumbai-400 008	Maharashtra, Goa, Gujarat, Madhya Pradesh, Chhattisgarh, Union Territories of Dadra and Nagar Haveli, Daman and Diu
3.	New Delhi	C/o Reserve Bank of India Sansad Marg, New Delhi -110001 STD Code: 011 Tel. No. 23724856 Fax No. 23725218-19	Delhi, Uttar Pradesh, Uttarakhand, Haryana, Punjab, Union Territory of Chandigarh Himachal Pradesh, and Rajasthan and State of Jammu and Kashmir
4.	Kolkata	C/o Reserve Bank of India 15, Netaji Subhash Road, Kolkata-700 001 STD Code: 033 Tel. No. 22304982 Fax No. 22305899	West Bengal, Sikkim, Odisha, Assam, Arunachal Pradesh, Manipur, Meghalaya, Mizoram, Nagaland, Tripura, Bihar and Jharkhand

Name and Contact details of the Nodal Officer of the Company:

Mr. Rajesh Agarwal

Srei Equipment Finance Ltd,

Y 10, Block EP, Sector V, Salt

Lake, Kolkata 700091

Phone: 033-66394700 Extn: 2622

E-mail: nodal.office@srei.com

The policy will be put up in the website of the company for information of various stakeholders.

Annexure

FORM OF COMPLAINT (TO BE LODGED) WITH THE NBFC OMBUDSMAN
(TO BE FILLED UP BY THE COMPLAINANT)

To:

The NBFC Ombudsman

Place of office of the NBFC Ombudsman

Dear Sir,

Sub: Complaint against (Name of the NBFC branch) of..... (Name of the NBFC)

Details of the complaint are as under:

1. Name of the Complainant

2. Full Address of the Complainant

.....

Pin Code

Phone No/ Fax No.

Email

3. Complaint against (Name and full address of the branch & NBFC)

.....

Pin Code

Phone No. / Fax No.

Email

4. Particulars of NBFC Account (If any)

.....

(Please state the number and the nature of account viz. deposit/ loan account etc. related to the subject matter of the complaint being made.)

5. (a) Date of representation already made by the complainant to the NBFC

(Please enclose a copy of the representation)

(b) Whether any reminder was sent by the complainant? YES/NO

(Please enclose a copy of the reminder)

6. Subject matter of the complaint (Please refer to Clause 8 of the Scheme)

.....
.....

7. Details of the complaint:

(If space is not sufficient, please enclose separate sheet)

.....
.....

8. Whether any reply (Within a period of one month after the NBFC concerned received the representation) has been received from the NBFC? Yes/ No

(if yes, please enclose a copy of the reply)

9. Nature of Relief sought from the NBFC Ombudsman

.....

(Please enclose a copy of documentary proof, if any, in support of your claim)

10. Nature and extent of monetary loss, if any, claimed by the complainant by way of compensation

(Please refer to Clauses 12 (5) & 12 (6) of the Scheme) Rs

11. List of documents enclosed:

(Please enclose a copy of all the documents)

12. Declaration:

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

a) The information furnished herein above is true and correct; and

b) I/ We have not concealed or misrepresented any fact stated in the above columns 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 Clause 9(A)(a) and (b) of the Scheme.

(iii) The subject matter of the present complaint has never been brought before the Office of the NBFC Ombudsman by me/ us or by any of the parties concerned with the subject matter to the best of my/ our knowledge.

(iv) The subject matter of the present complaint has not been decided by/ is not pending with any forum/ court/ arbitrator.

(v) I/ We authorise the NBFC to disclose any such information/ documents furnished by us to the NBFC Ombudsman and disclosure whereof in the opinion of the NBFC Ombudsman is necessary and is required for redressal of our complaint.

(vi) I/ We have noted the contents of the Ombudsman Scheme for NBFCs, 2018

Yours faithfully,

(Signature of Complainant)

NOMINATION – (If the complainant wants to nominate his representative to appear and make submissions on his behalf before the NBFC Ombudsman or to the Office of the NBFC Ombudsman, the following declaration should be submitted.)

I/We the above named complainant/s hereby nominate Shri/ Smt., who is not an Advocate and whose address isas my/our REPRESENTATIVE in all proceedings of this complaint and confirm that any statement, acceptance or rejection made by him/her shall be binding on me/ us. He/ She has signed below in my presence.

ACCEPTED

(Signature of Representative)

(Signature of Complainant)

Note: If submitted online, the complaint need not be signed.