

Srei Infrastructure Finance Limited

Fair Practice Code and Ombudsman Policy

Fair Practice Code and Ombudsman Policy			
Version	Owner	Approved by	Approval Date
1.0	Operations Department	Board of Directors	26th July, 2024
2.0			6th August, 2025

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1. Introduction

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. This Fair Practice Code has been prepared according to Master Direction – Reserve Bank of India (Non-Banking Financial Company –Scale Based Regulation) Directions, 2023 dated 19th October, 2023 ('**Master Directions**') as updated from time to time.

2. Objectives

This code has been developed:

- i. To promote good, fair and trust-worthy practices by setting standards in dealing with customers;
- ii. To ensure transparency in the Company's dealings with its customers;
- iii. To ensure compliance with legal norms in matters relating to sanctioning, disbursement & recovery
- iv. To enable customers to have better understanding of what they can reasonably expect from the services offered by the Company;
- v. To reckon with market forces, through competition and strive to achieve higher operating standards;
- vi. To strengthen mechanisms for Redressal of customer grievances.

3. Scope of Fair Practices Code

This policy is applicable for all the offices including the branches which may be opened by the company from time to time. The policy also applies to all the employees to make them aware of their responsibilities.

4. Effective date

The Fair Practices Code was approved by the Board of Directors of the Company on July 26, 2024 subject to annual review. This Fair Practices Code has been further reviewed and approved by the Board of Directors of the Company on August 6, 2025 and shall be applicable w.e.f June 6, 2025.

5. Review

This policy shall be reviewed by the Board on an annual basis from the date of approval of the policy or the date of the subsequent Board meeting after expiry of one year from the date of approval whichever is later. However, reviews and modifications at shorter intervals may be carried out, if deemed necessary by the organization, based on changes in the guidelines issues by RBI or other regulatory authorities/Government Dept. from time to time. Such changes shall be carried out through an inter-office memo after obtaining views from relevant stakeholders and approval from the Managing Director & CEO. A summary of all such changes shall be tabled to the Board of Directors on a quarterly basis.

6. Definitions

1. "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.

"Customer" includes borrower and lessee.

Other words & expressions used and not defined in the Code herein shall have, unless the context otherwise requires, the meaning respectively assigned to them in the relevant Agreement signed / to be signed and executed by the Customer for availment of a Facility sanctioned to the Customer by the Company.

7. SIFL Fair Practices Code

I. Applications for facilities and their processing:

- a) Loan application forms shall include the terms and conditions which affect the interest of the borrower, additionally, the loan application forms shall indicate the documents required to be submitted with the forms.
- b) Customer who has evinced interest in availing the facilities from Company should fill up the application form and should submit the same to the Company.
The Application Form so received shall be acknowledged by the Company immediately on submission. Subject to receipt of all the requisite documentation and information, application shall be disposed of within 60 days from the date of receipt of Application. The Company shall verify the credit worthiness of the customer and evaluate the proposal at its sole discretion and shall grant facility by issuing a Sanction Letter.
- c) All communications to the borrower shall be in English and the preferred vernacular language as indicated by the borrower in the Application Form.

II. Facilities Appraisal and Terms and Conditions:

- a) The Company shall convey in writing to the customer in English and the preferred vernacular language as indicated by the borrower in the Application Form, by means of Sanction Letter containing the following details:
 - 1. Amount sanctioned
 - 2. Documents to be submitted for disbursement of the facility
 - 3. Annualized rate of interest
 - 4. Details of security to be offered
 - 5. Loan Term
 - 6. Instalment Details.
 - 7. Penal Charges
 - 8. List of documents to be executed by the guarantor and co-applicant
 - 9. Others terms as may be required.
- b) The customer and Guarantor, on acceptance of the sanction terms, shall return to the Company a copy of the Sanction Letter duly acknowledged by them as a token of acceptance.
- c) If the customer does not understand English and / or any of the preferred vernacular languages mentioned in the Application Form, the customer before signing such agreement/document shall be explained all the parameters mentioned in the Sanction letter / Key Fact Statement / agreement in the language as understood by him by a translator / employee. The translator / employee will also sign an undertaking that they have explained all the parameters mentioned in the Sanction letter / Key Fact Statement / agreement to the customer.
- d) The Company shall mention the Penal Charges, for delay in making the repayment, in the Sanction Letter / Key Fact Statement/ Agreement, in BOLD. The Company shall furnish a copy of the facility agreement along with a copy each of all Enclosures quoted in the facility agreement, if any, to the customers after the disbursement of the facility.
- e) The Company shall not charge any foreclosure charges/pre-payment penalties on floating rate term loans if sanctioned for purposes other than business to the individual borrower with or without co-obligant(s).
- f) For all loans granted for business purpose on all floating rate to individuals and MSEs, with or without co-obligant(s) with sanction amount upto Rs 50 lakhs, SIFL shall not levy any foreclosure charges/pre-payment charges, irrespective of source of funds used for foreclosure/pre-payment of loans, either in part or in full, and without any minimum lock-in period.

- g) In case of dual or special rate (combination of fixed and floating rate) the applicability of foreclosure charges / pre-payment will depend on the whether the loan is on floating rate at the time of foreclosure/pre-payment.
- h) In case of other than those mentioned in point no (e) and (f) above, pre-payment charges, if any, shall be as per the approved Schedule Of Charges of SIFL. However, in case of term loans, pre-payment charges, if levied by SIFL, shall be based on the amount being prepaid. In case of cash credit/ overdraft facilities, pre-payment charges on closure of the facility before the due date shall be levied on an amount not exceeding the sanctioned limit.
- i) In case of cash credit/ overdraft facilities, no pre-payment charges shall be applicable if the borrower intimates the Company of his/ her/ its intention not to renew the facility before the period as stipulated in the loan agreement, provided that the facility gets closed on the due date.
- j) SIFL shall disclose applicability or otherwise of foreclosure / pre-payment charges in the Sanction Letter, KFS and Loan Agreement.
- k) SIFL shall not levy any charges/ fees retrospectively at the time of foreclosure/pre-payment of loans, which was waived off earlier by SIFL.
- l) SIFL shall not levy any charges where pre-payment is effected at its instance.
- m) SIFL shall not charge any foreclosure /pre-payment charges which have not been disclosed in the Sanction Letter, KFS and Loan Agreement.
- n) The Company will not accept PDCs / EMI cheques in locations where NACH facility from National Payments Corporation of India (NPCI) is available. In locations where the NACH facility is not available, the company shall accept cheques complying with CTS-2010 standard formats. However the Company may accept Security PDCs in All locations depending on the sanction terms.

III. Non-Discrimination Policy

The Company shall not discriminate between customers on the basis of gender, caste, race or religion.

IV. 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:
 - i. Weighted Average Cost of Borrowing
 - ii. Administrative and Establishment Cost
 - iii. Cost of Risk
 - iv. Cost of Capital
 - v. 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.
- c) SIFL shall adopt an interest rate model taking into account relevant factors such as cost of funds, margin and risk premium and determine the rate of interest to be charged for loans and advances. The rate of interest and the approach for gradations of risk and rationale for charging different rate of interest to different categories of borrowers shall be disclosed to the borrower or customer in the application form and communicated explicitly in the sanction letter.
- d) The interest rates are subject to change as the situation warrants and are subject to the

discretion of the Company on a case-to case basis. All floating interest rates shall be linked to Srei Benchmark Rate and shall be made available on the website of the Company along with approach for gradation of risks. The same shall be updated whenever there is a change in the rate of interest.

- e) The rate of interest to be charged to the customer shall be mentioned in annualized form.
- f) Interest will be charged by SIFL from the date of actual disbursement of the funds to the customer.
- g) In the case of disbursal or repayment of facility availed during the course of the month, SIFL would be charging interest only for the period for which the facility was outstanding.
- h) Interest would be charged on outstanding amount of facility only.

V. Penal Charges on Loan Accounts

- a) Penalty, if charged, for non-compliance of the terms on which credit facilities were sanctioned/ in case of default to the borrower shall be treated as 'penal charges' and shall not be levied in the form of 'penal interest' that is added to the rate of interest charged on the advances. There shall be no capitalization of penal charges i.e., no further interest computed on such charges. However, this will not affect the normal procedures for compounding of interest in the loan account.
- b) The Company shall not introduce any additional component to the rate of interest and ensure compliance to the fair Practice Guidelines as enumerated in the Master Directions in both letter and spirit.
- c) The quantum of penal charges shall be reasonable and commensurate with the non-compliance of material terms and conditions of loan contract without being discriminatory within a particular loan / product category.
- d) The penal charges in case of loans sanctioned to 'individual borrowers, for purposes other than business', shall not be higher than the penal charges applicable to non-individual borrowers for similar non- compliance of material terms and conditions.
- e) The quantum and reason for penal charges shall be clearly disclosed by the Company to the customers in the Loan Agreement and Key Fact Statement (KFS), in addition to being displayed on the Company's website under Interest rates and Service Charges.
- f) Whenever reminders for non-compliance of material terms and conditions of loan are sent to borrowers, the applicable penal charges shall be communicated. Further, any instance of levy of penal charges and the reason therefor shall also be communicated.

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

- a) Any change in terms and condition like disbursement schedule, change in interest rate, tenure, all charges / fees, prepayment charges etc would be communicated to the customer in writing in English and the preferred vernacular language as indicated by the borrower in the Application Form
- b) Change in interest rates and charges shall be affected only prospectively.
- c) Decision to recall / accelerate payment or performance shall be in consonance with the facilities agreement.

VII. 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 to other

financier, 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 the applicable law.

- c) In the matter of recovery of dues, the following guidelines are to be followed by collection agents:
1. Company shall ensure that the Direct Sales Agent (DSA)/ Direct Marketing Agent (DMA)/ Recovery Agents are properly trained to handle their responsibilities with care and sensitivity, particularly aspects such as soliciting customers, hours of calling, privacy of customer information and conveying the correct terms and conditions of the products on offer, etc.
 2. Company and their agents shall not resort to intimidation or harassment of any kind, either verbal or physical, against any person in their debt collection efforts, including acts intended to humiliate publicly or intrude upon the privacy of the debtors' family members, referees and friends, sending inappropriate messages either on mobile or through social media, making threatening and/or anonymous calls persistently calling the borrower and/or calling the borrower before 8:00 a.m. and after 7:00 p.m. for recovery of overdue loans or making false and misleading representations. Any violation in this regard will be viewed seriously.
 3. Company shall obtain undertaking from DSA/ DMA/ Recovery Agents, to abide by the extant instructions as above for collection of dues and repossession of security. It is essential that the Recovery Agents refrain from action that could damage the integrity and reputation of the Company and that they observe strict customer confidentiality.
 4. 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. In inappropriate 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.
 5. Any kind of gifts/bribe will not be accepted by the SIFL representative. Any agent, if offered a bribe or payment of any kind by a customer must report the offer to the Company.
- d) 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.
- e) All Securities including original property documents, title deed, invoice copies, etc as applicable, obtained from the Borrower, Co-borrower & Guarantor which may be held by SIFL towards his / her credit facilities, shall be released back to the borrower / borrower's legal heirs (as the case may be) upon repayment / settlement of all dues of the borrower.
- f) The Company may arrange for enforcing security charged to it against the delinquent borrower, if required, with an aim only to recover dues and will not be aimed at whimsical deprivation of the security. The Company shall ensure that the entire process of enforcing its security, valuation and realization thereof be fair and transparent

VIII. Customer 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) The customer can register his query / request / complaint to the Company through the following channels:
 - i. Company land line number during office hours
 - ii. Email ID: sifl.customercare@srei.com
 - iii. Walk-in at Zonal/ Regional / Branch Offices
- b) Level 1: These query / request / complaint will be received by our Customer Service Department, who in turn shall record the same in a Service Request / Complaint Tracking System. These query / request / complaints would be then referred to the respective location and functions for resolution. The Company shall respond to the query / request / complaint within 15 working days.
- c) Level 2: If customer is not satisfied with the resolution provided or has not received a response within the defined timelines in Level 1, the customer may write to "Grievance Redressal Cell" through online link provided on the website: www.srei.com or send the letter to Grievance Redressal Cell, Srei Infrastructure Finance Ltd, Y 10, Block EP, Sector V, Salt Lake, Kolkata 700091. The Company shall respond to the query / request / complaint within 8 working days.
- d) Level 3: If customer is still not satisfied with the resolution provided by the Grievance Redressal Cell or has not received a response within the defined timelines in Level 2, the customer may further escalate to the Chief Nodal Officer by writing to below address.

Mr. Rajesh Agarwal
Chief Nodal Officer
Srei Infrastructure Finance Ltd,
Y 10, Block EP, Sector V, Salt Lake, Kolkata 700091
Phone: 033-66394700 Extn: 2622
E-mail: sifl.nodalofficer@srei.com

The Chief Nodal Officer shall respond within 7 working days

The compliance of the Fair Practices Code as well as functioning of the customer Grievance Redressal cell/ Chief Nodal Officer shall be reviewed by the Managing Director & CEO from time to time.

If the complaint/dispute is still not redressed within a period of one month, the customer may lodge a complaint on RBI CMS Portal – <https://cms.rbi.org.in/rbi/vividflow/run/rbi>

Or send complaint form to the below mentioned address:

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

IX. Language and mode of communicating Fair Practice Code

This Fair Practices Code is in English and will be explained to the borrower in the preferred vernacular language as mentioned in the Application Form, if so desired by the borrower. This Fair Practices Code shall be put up on the website of the Company for the information of various stakeholders.

OMBUDSMAN SCHEME

RBI Ombudsman is a quasi-judicial authority created in 2006, and the authority was created pursuant to a decision made by the Government of India to resolve complaints of the customers of regulated entities relating to the certain services rendered by them in an expeditious and cost effective manner.

The integrated Ombudsman Scheme 2021 has been framed by RBI under which all banking, non-banking and digital transaction service provider were brought under the single purview.

Under the scheme, the company has appointed Chief Nodal Officer who shall be responsible for representing the company and furnishing information to the Ombudsman in respect of the complaints filed against the Company.

The name and contact details of the Chief Nodal Officer along with the details of the complaint lodging portal as given below are made available at all our branches.

The salient features of the scheme are displayed at all our offices and website in English and vernacular languages.

I. Grounds of Complaint

Any customer aggrieved by an Act or omission or Error on part of the Company resulting in deficiency in service as per the agreed terms and conditions, may file a complaint personally or through authorized representative as defined in the scheme.

II. Grounds for non-maintainability of Complaint:

No complaint for deficiency in service shall lie under the Scheme in matters involving

- Commercial judgment/commercial decision of the Company;
- A dispute between a vendor and the Company relating to an outsourcing contract;
- General grievances against Management or Executives of the Company;
- A dispute in which action is initiated by the Company in compliance with the orders of a statutory or law enforcing authority;
- A service not within the regulatory purview of the Reserve Bank;
- A dispute between the Company and other Regulated Entities;
- A dispute involving the employee-employer relationship of the Company.
- A grievance not addressed to the Ombudsman directly;
- the complaint is not in respect of the same cause of action which is already-
 - 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; and 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.
- The complaint is abusive or frivolous or vexatious in nature;
- The complaint to the Company was made after the expiry of the period of limitation prescribed under the Limitation Act, 1963, for such claims;
- The complainant does not provide complete information as specified in clause 11 of the Scheme;
- The complaint is not lodged by the complainant personally or through an authorised representative other than an advocate (unless the advocate is the aggrieved person).

A complaint under the Scheme shall not lie unless the complainant had, before making a complaint under the Scheme, made a written complaint to the Company and

- a) the Company has either rejected the complaint either wholly or partly or the complainant is not satisfied with the reply or the complainant had not received any reply within 30 days after lodging the complaint with the Company and
- b) the complaint has been made to the Ombudsman within one year after the complainant has received the reply from the Company or where no reply is received, within one year and 30 days from the date of the complaint;

III. 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 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 Chief Nodal Officer of the Company:

Mr Rajesh Agarwal

Chief Nodal Officer

Srei Infrastructure Finance L td,

Y 10, Block EP, Sector V, Salt Lake, Kolkata 700091 Phone: 033-66394700 Extn: 2622

E-mail: sifi.nodalofficer@srei.com

Annexure

FORM OF COMPLAINT (TO BE LODGED) WITH THE OMBUDSMAN

[Clause 11(2) of the Scheme]

(TO BE FILLED UP BY THE COMPLAINANT)

All the fields are mandatory except wherever indicated otherwise

To

The Ombudsman Madam/Sir,

Sub: Complaint against(place of Regulated Entity's branch or office) of..... (name of the Regulated Entity)

Details of the complaint:

1. Name of the complainant

2. Age (years).....

3. Gender.....

4. Full address of the complainant

.....

..... Pin Code

Phone No. (if available)..... Mobile Number.

E-mail (if available)

5. Complaint against (Name and full address of the branch or office of the Regulated Entity)

.....

..... Pin Code

6. Nature of relationship/account number (if any) with the Regulated Entity

.....

7. Transaction date and details, if available

.....

(a) Date of complaint already made by the complainant to the Regulated Entity (*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 arbitration ¹ ?	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 a Regulated Entity?	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)

.....

.....

.....

.....

.....

¹ Complaint is sub-judice / under arbitration if the complaint in respect of the same cause of action is already pending / dealt with on merits by any Court, Tribunal or Arbitrator or any other Authority, whether individually or jointly.

11. Whether any reply has been received from the Regulated Entity 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)

Rs.....

.....

14. List of documents enclosed:

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 the expiry of a period of one year reckoned in accordance with the provisions of clause 10 (2) of the Scheme.

Yours faithfully

(Signature of the 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/Smtas
my/our authorized representative whose contact details are as below:

Full Address

.....

..... Pin Code

Phone No:..... Mobile Number. E-mail

(Signature of the Complainant)