



Motilal Oswal Home Finance Limited (MOHFL)

Fair Practices Code



Approved By

Board of Directors at its meeting held on June 10, 2014

Title	MOHFL Fair Practices Code
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VERSION DETAILS

Sr. No.	Details of Changes	Date of Creation/Change	Department	Author	Version Number	Approved By
1.	Original Document	June 10, 2014	Compliance	Company Secretary	Ver. 1.0	Board of Directors
2.	Changes due to amendments in the regulatory provision	November 2, 2017	Compliance	Company Secretary	Ver. 1.1	Board of Directors
3.	Changes due to amendments in the regulatory provisions	May 10, 2019	Compliance	Shivani	Ver. 1.2	Board of Directors
4.	Changes due to points highlighted during Inspection	July 28, 2021	Compliance	Nikita	Ver. 1.3	Board of Directors
5.	Changes due to change in internal process	January 25, 2022	Compliance	Compliance Officer	Ver. 1.4	Board of Directors

Motilal Oswal Home Finance Limited

FAIR PRACTICE CODE (As approved by the Board of Directors of the Company)

1. INTRODUCTION

This policy is with reference to the circular Master Direction - Non-Banking Financial Company - Housing Finance Company (Reserve Bank) Directions, 2021 dated February 17, 2021 (as amended from time to time).

The Fair Practices Code, as mentioned herein below, is in conformity with these Guidelines on Fair Practices Code for Housing Finance Companies (HFC's) as contained in the aforesaid Master Direction. This sets minimum standards for the Company to follow when dealing with customers. It provides information to customers and explains how the Company is expected to deal with them on a day to day basis.

2. OBJECTIVES OF THE CODE

- a) promote good and fair practices by setting high standards in dealing with Customers;
- b) increase transparency so that customer can have a better understanding of what they can reasonably expect of the services;
- c) encourage market forces, through competition, to achieve higher operating standards;
- d) promote a fair and cordial relationship between customer and Motilal Oswal Home Finance Limited (MOHFL);
- e) foster confidence in housing finance system.

3. APPLICATION OF CODE

This Code applies to all the products and services offered by MOHFL or which may be introduced in future date, whether they are provided across the counter, over the phone, by post, through interactive electronic devices, on the internet, through representative such as Direct Selling Agents or by any other method.

3.1 To act fairly, in a transparent manner and reasonably in all our dealings with Customer by:

- a) Meeting the commitments and standards in this Code for the products and services we offer, and in the procedures and practices our staff follows;
- b) Making sure our products and services together with its terms and conditions including interest and service charges meet relevant laws and regulations in letter and spirit;
- c) Ensuring that our dealings with customer rest on ethical principles of integrity and transparency and shall not discriminate on grounds of sex, caste and religion in the matter of lending.

4. ADVERTISING, MARKETING AND SALES

- a) We will ensure that all advertising and promotional material is clear, and not misleading.
- b) In any advertising in any media and promotional literature that draws attention to service or product and includes a reference to the interest rate, we will also indicate whether other fees and charges will apply and that full details of the relevant terms and conditions are available on request.
- c) Customers can get information on interest rates, common fees and charges through any one of following:
 - Calling our branches or helplines;
 - Through our designated staff/ help-desk;
 - From our website.
 - Provide copy of Service Guide/ Tariff schedule
- d) If we avail of the services of third parties for providing support services, we will endeavour that such third parties handle customer's personal information (if any available to such third parties) with the same degree of confidentiality and security as we would.
- e) MOHFL from time to time will communicate to the customers the features of the products availed from us. Also, information about our other product offerings or promotional offers will be conveyed to the customer if they have their consent to receive such information or service to MOHFL.
- f) We have prescribed a code of conduct for our Direct Selling Agencies (DSAs) whose services we may avail to market our products/ services which amongst other matters requires them to identify themselves when they approach the customer for selling our products personally or through any electronic media.
- g) In the event of receipt of any complaint from Customers that our representative/ courier or DSA has engaged in any improper conduct or acted in violation of this Code, we will take appropriate steps to investigate and to resolve the complaint to customer's satisfaction.

5. LOANS

5.1 Applications for loans and their processing

- a) MOHFL shall transparently disclose to the borrower all information about fees/ charges payable for processing the loan application, the amount of fees refundable if loan amount is not sanctioned/ disbursed, pre-payment options and charges, if any, penal interest/ penalty for delayed repayment, if any, conversion charges for switching loan from fixed to floating rates or vice-versa, existence of any interest reset clause and any other matter which affects the interest of the borrower. MOHFL shall also disclose 'all in cost' inclusive of all charges involved in processing/ sanctioning of loan application in a transparent manner. It should also be ensured that such charges/ fees are non-discriminatory.
- b) The 'Application Form / appropriate documents' of MOHFL for each of the products offered by the Company is different depending upon the requirement of each product and

will include all information that is required to be submitted by the Borrower. Necessary information will be provided by MOHFL to facilitate the Borrower in making a meaningful comparison with similar terms and conditions offered by other Housing Finance Companies (HFC's) and taking an informed decision based on the aforesaid comparison.

- c) The 'Application Form/ appropriate documents' of MOHFL may also indicate the list of documents required to be submitted by the Borrowers along with the Application form.
- d) MOHFL has a mechanism of giving an acknowledgement for receipt of Application form to its Borrower for availing loans. MOHFL would inform the Borrower about its decision within reasonable period of time from the date of receipt of all the required information in full.

5.2 Loan appraisal and terms and conditions

- a) Normally all particulars required for processing the loan application will be collected by us at the time of application. However, in case we need any additional information we will contact the Customers immediately.
- b) We will convey the customer in writing by means of sanction letter or otherwise, the amount of loan sanctioned along with all terms and conditions.
- c) We will invariably furnish a copy of the loan document along with a copy each of all enclosures quoted in the loan document to every borrower at the time of disbursement of loans.

5.3 Communication of rejection of loan application

We shall communicate in writing to the customer whose application has been rejected stating the reason(s) for rejection of their application.

5.4 Disbursement of loans including changes in terms and conditions

- a) Disbursement would be made in accordance with the disbursement request made by Customers as per their requirements subject to standard terms and conditions mentioned in the Sanction letter / loan documents.
- b) We would give our Customers the notice of any change in the terms and conditions including disbursement schedule, interest rates, service charges, prepayment charges, other applicable fee/ charges etc. We would also ensure that changes in interest rates and charges are effected only prospectively. A suitable condition in this regard has been incorporated in the loan documents.
- c) If such change is to Customers disadvantage, they may within 60 days and without notice close their account or switch it without having to pay any extra charges or interest.
- d) Decision to recall / accelerate payment or performance under the loan document or seeking additional securities, would be in consonance with the loan documents.
- e) We would release all securities on repayment of all due or on realisation of the outstanding amount of loan subject to any legitimate right or lien for any other claim we may have against Customers. If such right of set off is to be exercised, the Customers/borrowers will be given notice about the same with full particulars about the remaining claims and the conditions under which we are entitled to retain the securities till the relevant claim is settled / paid.

6. GUARANTEE

When one is considering being a guarantor to a loan, we will inform them about:

- i. liability as guarantor;
- ii. the amount of liability that one will be committing to us;
- iii. circumstances in which we will call on guarantor to pay up their liability;
- iv. whether MOHFL has recourse to their other monies if they fail to pay up as a guarantor;
- v. whether their liabilities as a guarantor is limited to a specific quantum or are they unlimited;
- vi. time and circumstances in which their liabilities as a guarantor will be discharged; and we will keep them informed of any material adverse change in the known financial position of the borrower to whom they stand as a guarantor.
- vii. In case the guarantor refuses to comply with the demand made by the creditor /lender, despite having sufficient means to make payment of the dues, such guarantor would also be treated as a wilful defaulter.
- viii. MOHFL shall keep him/her informed of any material adverse change/s in the financial position of the borrower to whom he/she stands as a guarantor.

7. PRIVACY AND CONFIDENTIALITY

We will treat all personal information of customer as private and confidential [even when the customer is no longer a customer] and will be guided by the following principles and policies. We will not reveal information or data relating to customer's accounts, whether provided by customer or otherwise, to anyone, including other companies/ entities in our group, other than in the following exceptional cases:

- a) If we have to give the information by law;
- b) If there is a duty towards the public to reveal the information;
- c) If our interests require us to give the information (for example, to prevent fraud) but we will not use this as a reason for giving information about customer or customer accounts (including name and address) to anyone else, including other companies in our group for marketing purposes;
- d) If customer ask us to reveal the information, or if we have customer's permission;
- e) If we are asked to give a reference about customer, we will need customer's consent before we give such information about the customer;
- f) Customer will be informed the extent of the rights under the existing legal framework for accessing the personal records that MOHFL holds about the customer
- g) We will not use customer's personal information for marketing purposes unless customer provides consent for the same.

8. CREDIT REFERENCE AGENCIES

- a) When Customer opens an account, we will tell when we may pass the account details to credit reference agencies and the checks we may make with them.
- b) We will give information to credit reference agencies about the personal debts Customer owe us if:
 - i. The Customer has fallen behind with the payments;
 - ii. The amount owed is not in dispute; and

- iii. Customers have not made proposals that we are satisfied with for repaying your debt, following our formal demand.
- c) We will give credit reference agencies other information about the day-to-day running of your account.
- d) We will provide a copy of the information given to the credit reference agencies to the customers, if so demanded by them.

9. COLLECTION OF DUES

- 9.1 Whenever we give loans, we will explain to customer the repayment process by way of amount, tenure and periodicity of repayment. However if customer does not adhere to repayment schedule, a defined process in accordance with the laws of the land will be followed for recovery of dues and according to the Collection and recovery policy of the company.
- 9.2 Our Collection and recovery policy is built on courtesy, fair treatment and persuasion. We believe in fostering customer confidence and long-term relationship. Our staff or any person authorized to represent us in collection of dues or / and security repossession will identify himself / herself and display the authority letter issued by us and upon request display to customer his/ her identity card issued by us or under our authority. We will provide customer with all the information regarding dues and will endeavor to give sufficient notice for payment of dues.
- 9.3 All the members of the staff or any person authorized to represent us in collection or/ and security repossession would follow the guidelines set out below:
- a) Customers would be contacted ordinarily at the place of their choice and in the absence of any specified place, at the place of their residence and if unavailable, at the place of business/occupation.
 - b) Identity and authority to represent would be made known to Customers at the first instance.
 - c) Customer's privacy would be respected.
 - d) Professional and formal language will be used in all interactions with the customers.
 - e) Decency and decorum to be maintained during visits to customers' place.
 - f) Normally, our representatives will contact Customers between 0700 hours and 1900 hours,
 - g) Requests to avoid calls at a particular time or at a particular place would be honoured as far as possible.
 - h) All assistance would be given to resolve disputes or differences regarding dues in a mutually acceptable and in an orderly manner.

10. GRIEVANCE REDRESSAL MECHANISM

In the present competitive scenario, excellent customer service is an important tool for sustained business growth. Customer complaints are part of the business life in any corporate entity.

At MOHFL, customer service and satisfaction are our prime focus. We believe that providing prompt and efficient service is essential not only to attract new customers, but also to retain existing ones. MOHFL has come up with a lot of initiatives that are oriented

towards providing a better customer experience and an efficient complaints redressal mechanism with a view to providing enhanced experience to our customers.

In order to make MOHFL's redressal mechanism more meaningful and effective, a structured system has been built. This system would ensure that the redressal sought is just and fair and is within the given frame- work of rules and regulations.

A. Machinery to handle customer complaints/ grievances

Customers who wish to provide feedback or send their complaints regarding any type of services provided by MOHFL or its representative such as Direct Selling Agents (DSA), Collection agents etc. may contact our branch official to make entry in "**Query Management Module**" available at the branches.

- The company's Grievance Redressal Machinery shall also deal with the issue relating to services provided by the outsourced agency i.e. by DSA, collection agents etc.
- Whenever complaint received, the Company shall always provide acknowledgement which contain name and designation of the officer who will entertain the complaint or if complaint will lodge through customer helpline number then company shall provide complaint reference number to customer and inform them about the status of complaint.
- Customer complaints shall be acknowledge within 7 days and resolution of same will be address within 30 days of receipt of complaints. The company after examining the complaint, will send final response to customers within 30 days from the receipt of complaints.
- If customer is not satisfied with the resolution, then customer may directly lodge their complaint by use of following channels;
 - Calling our Customer Service Helpline on 8291889898 between;
Monday to Friday - 9:30 am and 6:30 pm
Saturday - 10:00 am to 4:00 pm
 - Email us at hfquery@motilaloswal.com
 - Write to us at the **below mentioned address:**

Motilal Oswal Home Finance Limited
Customer Service Cell Motilal Oswal Tower, Rahimtullah Sayani
Road, Opposite Parel S.T. Depot, Prabhadevi, Mumbai-400025

In case the complaint is unresolved within the given time or if he/she is not satisfied with the solution provided by MOHFL, the customer can approach to Grievance Redressal Officer. The name and contact of the **Grievance Redressal Officer** is as follows:

Ms. Aalia Shaikh
Tel. No.: +91-22- 50362730
Email Id: hfgro@motilaloswal.com

If the complaint/dispute is unresolved, you may lodge your complaints to National Consumer Helpline at <https://consumerhelpline.gov.in/>

OR

If the complaint/dispute is not redressed within a period of 6 weeks, the customer may appeal to the regulatory authority of Housing Finance companies – the National Housing Bank in offline mode by post, in prescribed format available at below link, at the address given below:

[https://grids.nhbonline.org.in/\(S\(0cixd2l420ampmiuolt4fxz2\)\)/default.aspx](https://grids.nhbonline.org.in/(S(0cixd2l420ampmiuolt4fxz2))/default.aspx)

OR

The Customers may write to National Housing Bank on the following address:

National Housing Bank

Complaint Redressal Cell

Department of Regulation and Supervision

National Housing Bank, 4th Floor, Core-5A, India Habitat Centre, Lodhi

Road, New Delhi - 110 003.

Website: www.nhb.org.in (Under the head of Grievance Redressal System there is an option to lodge the complaint in Physical mode and Online mode(GRIDS))/
<https://grids.nhbonline.org.in>

11. MANDATORY DISPLAY REQUIREMENTS

MOHFL has the following in all our branches:

- Appropriate arrangement for receiving complaints and suggestions.
- Display of the Name, address and contact number of the Grievance Redressal Officer.

The process of the complaints redressal unit will ensure closure of all complaints to the customers satisfaction.

They will ensure that the complaint is escalated to the appropriate levels in case it is not possible to resolve at his/her level. Whilst the ultimate endeavor is to ensure we reach a situation where our customers don't have to complain to senior management to get an effective redressal, we have put in a robust mechanism to handle these complaints, review them from a point of view of understanding reasons for the complaint and for the escalation and working on prevention of recurrence thereof.

12. TIME FRAME

To register complaints, the customers may use any of the channels mentioned above (refer point (a) on Machinery to handle the customer complaints). If the complaint has been received in writing, MOHFL will endeavor to send an acknowledgement / response within a 30 days. Once the matter is examined, MOHFL endeavors to either send a final response to the customer 30 days from the receipt of complaints.

Complaints that are received at our end will be seen in the right perspective and would be

analysed from all possible angles.

The communication of MOHFL's stand on any issue will be provided to the customers. Complaints that require some time for examination of issues involved will be acknowledged promptly.

The Board of Directors of the Company shall periodically review the compliance of the Fair Practices Code and the functioning of the grievances redressal mechanism. A consolidated report of such reviews shall be submitted to the Board at regular intervals, as may be prescribed by it.

The aforesaid policy will be reviewed periodically /revised as and when there are any new changes incorporated by MOHFL in handling complaints / grievances of the customer which includes introduction of new grievance channels, if any.

13. REGULATION OF EXCESSIVE INTEREST CHARGED

The Company has laid down appropriate internal principles and procedures in determining interest rates, processing and other charges.

The Company has adopted an internal interest rate model.

The rate of interest will be annualized so that the borrower is aware of the exact rates that would be charged to the account.

14. REVIEW/REVISION OF POLICY

If at any point a conflict of interpretation / information between the Policy and any regulations, rules, guidelines, notification, clarifications, circulars, master circulars/ directions issued by relevant authorities ("Regulatory Provisions") arises, then interpretation of the Regulatory Provisions shall prevail.

In case of any amendment(s) and/or clarification(s) to the Regulatory Provisions, the Policy shall stand amended accordingly from the effective date specified as per the Regulatory Provisions. The Board and/or its Committee reserve(s) the right to alter, modify, add, delete or amend any of the provisions of the Policy.