

**RBSG CAPITAL PRIVATE LIMITED**

CIN: U65999MH2017PTC302565

Registered Office: 1002, Floor-10, Marathon Icon, Off, Ganpatrao Kadam Marg, Opp Peninsula Corporate Park, Lower Parel (W), Mumbai-400013

Email Id: rishabb@automony.in

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## **FAIR PRACTICE CODE**

### **Introduction:**

**RBSG CAPITAL PRIVATE LIMITED** (“Company” or Automony”) is a Non-Systemically Important Non-Deposit taking Company (“Base Layer”), the Company endeavours to review and follow the policy guidelines laid down by RBI to set up fair business practices while dealing with its borrowers. Accordingly, this Fair Practice Code (“FPC” or “Code”) has been amended pursuant to the Master Direction – Reserve Bank of India (Non-Banking Financial Company – Scale Based Regulation) Directions, 2023. Hence, in compliance with the said directions, this Code has been framed, approved, and reviewed by Board of the Company from time to time. The Company shall always adopt the best business practices from time to time and make appropriate modifications, as necessary to this Code.

This has reference to RBI Circular No. RBI/2015-16/16 DNBR (PD) CC.No.054/03.10.119/2015-16 dated 01st July 2015, wherein the Reserve Bank of India (RBI) has revised the guidelines on Fair Practices Code for NBFCs to implement the same. All of this was consolidated in the Master Direction - Non-Banking Financial Company – Non-Systemically Important Non-Deposit taking Company (Reserve Bank) Directions, 2016 which is replaced by Master Direction – Reserve Bank of India (Non-Banking Financial Company- Scale Based Regulation) Directions, 2023 dated 19th October 2023 as amended from time to time.

The Fair Practices Code, as mentioned herein below, is in conformity with these Guidelines/ Directions on Fair Practices Code for NBFCs as contained in the aforesaid RBI Circular/ Direction. This sets minimum Fair Practice standards for the Company to follow when dealing with borrowers. It provides information to borrowers in fair and transparent manner and explains how the Company is expected to deal with them on a day-to-day basis.

### ***Objective of the Code***

Primary objectives behind development of this code are:

- (A) Promote good, fair and trustworthy practices in dealing with the borrowers;
- (B) Increase transparency to enable the borrowers to 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 the borrowers and the Company.

### ***Confidentiality***

- Unless authorized by the borrowers the company will treat all personal information as private and confidential.
- The company will not reveal transaction details to any other entity including within the group other than the following exceptional cases.

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- If the company have to provide the information by statutory or regulatory laws,
- If there is a duty to the public to reveal this information.
- If its interest requires us to provide this information (e.g. fraud prevention).
- The company will not use this reason for giving information about borrowers to anyone else (including group companies) for marketing purposes.
- If borrowers has given consent/ concurrence to provide/ share such information to its group/ associate / entities or companies for providing other products or services.
- Where the borrowers ask us to reveal such information to its group / associate/ entities or companies for providing other services or products.

**1. COMPANY'S KEY COMMITMENTS AND DECLARATIONS:**

- 1.1. To act honestly, fairly and reasonably in conducting financial activities and to deal our borrowers on the ethical principles of integrity and transparency.
- 1.2. To not discriminate against clients on the basis of gender, race, caste, religion or language and to treat all the clients consistently and fairly.
- 1.3. To prominently display the Fair Practice Code on the notice board at Registered Office of company and put systems in place to ensure compliance. Moreover, company always welcomes new ideas and suggestions from its clients. For this, the suggestion boxes are placed at the Regd. Offices.
- 1.4. To ensure transparency in the maintenance of books of accounts and disclosure of financial statements by qualified auditor/s.

The Board of Directors and the management team of Automony are responsible for implementing the FPC and also to ensure that its operations reflect its strong commitment to all the stakeholders for offering in a fair and equitable manner, the various financial services and products including lending as Automony may provide from time to time and that all Automony employees/representatives shall be aware of this commitment.

**2. APPLICATIONS FOR AVAILING LOANS AND THEIR PROCESSING**

- a) All communications to the borrower shall be in the vernacular language or a language as understood by the borrower.
- b) All the Loan application forms shall contain all necessary information, especially the Rate of interest, Processing Charges, insurance charges, Penal charge and Overdue Charges and such other charges which affects the interest of the borrower, so that he can make a meaningful comparison with the terms and conditions offered by other NBFCs so that an informed decision can be taken by the borrower. The loan application form shall indicate the documents required to be submitted with the application form.
- c) Automony will offer credit to eligible qualified applicants who express their need to borrow through their loan request letter.
- d) Company shall give acknowledgement for receipt of loan applications and other documents. The Company shall inform the party about the pendency of any information and document for processing the Loan application. The decision on loan application shall be taken not later than 30 days from the date of receipt of completed loan application. Loan application will be

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considered as complete, once all information has been duly received and filled in and required documents have been submitted and found acceptable. The Loan application and acknowledgment shall contain the time frame within which loan applications will be disposed of.

- e) The applicant will be given the contact number of the concerned officer from whom he can enquire about developments in the loan process.

### 3. LOAN APPRAISAL AND TERMS/CONDITIONS

- i. The company shall convey in writing to the borrower in the vernacular language as understood by the borrower by means of sanction letter or otherwise, the amount of annualized rate of interest, Annual Percentage Rate (APR) and method of application thereof and keep the acceptance of these terms and conditions by the borrower on its record. **Company shall mention the penal charges for late repayment in bold in the loan agreement.**
- ii. Company shall provide a legally enforceable re-possession clause in the contract/loan agreement with the borrower. 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 assets; (e) the procedure for giving repossession to the borrower and (f) the procedure for sale / auction of the assets.
- iii. The Company shall disclose all the contingent charges separately in their sanction letter.
- iv. Company shall furnish a copy of the loan agreement along with the enclosures if any, preferably in the vernacular language as understood by the borrower 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.
- v. To reinforce the understanding, company shall reiterate the terms and conditions, and responsibilities at the time of application, sanction and disbursement.
- vi. The terms and conditions explained to the borrower include, but are not limited to the following:
- The manner of repayment of the loan.
  - The loan amount and tenure, rate of interest, Annual Percentage Rate, Processing fees method of application as well as other charges including contingent charges.
  - The frequency of repayment – whether weekly, fortnightly or monthly (at the option of the borrower).
  - In case of co- borrower/guarantor(s), their responsibility in case of default.
  - Submission of Pool details of Portfolio created by the borrower out of the funds disbursed by the Company.
- vii. Company undertakes to give due notice for any change in the conditions of the loan specially pertaining to interest rate and periodicity, quantum of installments and tenure of loan/(any changes in the loan process/procedures).

### 4. MARKETING AND PRODUCT SYNERGY

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- a. a. All advertising and promotional materials will be meticulously reviewed to ensure clarity, fairness, reasonableness, and non-misleading representations. We are committed to upholding transparency and integrity in all our marketing endeavors.
- b. b. Our company is dedicated to providing our borrowers with a comprehensive range of financial products for which they are eligible. These offerings will include products and services developed internally by our company, as well as those offered by affiliated entities within our group or associated companies, and through strategic partnerships with external organizations.
- c. c. It is our aim to foster synergy among the various financial services and products we offer by actively promoting cross-selling opportunities to our clientele. Through this approach, we endeavor to enhance the overall value proposition for our borrowers while maximizing the benefits of our diverse product portfolio.

**5. SALES ORIGINATION**

In guiding our borrowers to select products and services that best suit their requirements, we adhere to the following procedures:

- Provide comprehensive information detailing the key features of the services and products the borrowers has expressed interest in.
  - Offer information on accounts, products, and services that align with the borrowers specific needs.
  - Clearly outline the information required from the borrowers to fulfill our "know your customer" norms and comply with prevailing legal and regulatory obligations.
  - Respectfully request additional information about the borrowers and their family for database purposes, which the borrowers may provide voluntarily.
- b. The company commits to providing information about the various channels available for accessing our products and services. Additionally, we ensure that borrowers are informed about where they can access further details regarding these channels.
- c. Upon a borrower's selection of a product, we will provide clear guidance on its functionality and operation, ensuring that the borrowers fully understands how it works.
- d. Our company is dedicated to guiding borrowers regarding their rights and responsibilities specific to the mode of operation under which the product is chosen. We ensure that borrowers are well-informed and empowered to make decisions that align with their financial goals and circumstances.

**6. DISBURSEMENT OF LOANS INCLUDING CHANGES IN TERMS AND CONDITIONS.**

- a) The company shall give notice to the borrower in the vernacular language as understood by the borrower of any change in the terms and conditions including disbursement schedule, interest rates and periodicity, service charges, prepayment charges etc. Company shall also ensure that changes in interest rates and charges only prospectively. A suitable condition in this regard shall be incorporated in the loan agreement.

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- b) Decision to recall / accelerate payment or performance under the agreement shall be in consonance with the loan agreement. Before taking a decision to recall / accelerate payment or performance under the agreement or seeking additional securities, the Company should give 7 days notice to borrowers
- c) Company shall release all securities on repayment of all dues or on realization of the outstanding amount of loan subject to any legitimate right or lien for any other claim the Company may have against borrower. If such right of set off is to be exercised, the borrower shall be given notice about the same with full 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.
- d) Company shall inform its clients clearly about all the terms and conditions of the loan, the advantages of timely repayments and the consequences of defaulting on loans.

**7. RECOVERY OF LOANS**

- a) Company will ensure that its decision to recall/ accelerate payment based on performance is in consonance with the loan agreement.
- b) In the matter of recovery of outstanding dues of its borrower, Company will not resort to undue harassment viz. persistently bothering the borrower at odd hours, the use of muscle power for recovery of loans, etc. Company shall ensure that the staff is adequately trained to deal with the borrowers in an appropriate manner.
- c) While enforcing its rights as a lender strictly, Company believes in polite language and abjures the use of abusive and harsh words.
- d) Company undertakes to release all securities if any on repayment of all dues or on realization of the outstanding amount of loan, subject to any legitimate right or lien for any other claims it may have against the borrower. Company shall provide its borrowers information about the penalties liable to be levied in case of non-observance, violation of any terms and conditions governing the product/ services chosen by them and all details in its tariff schedule of any charges applicable to the products and services chosen by them.
- e) If any such right of set off is to be exercised, the company will ensure that the borrower is given notice about the same with full particulars about the remaining claims and the conditions under which Company is entitled to retain the securities if any, till the relevant claim is settled/ paid.

**8. PRIVACY AND CONFIDENTIALITY**

**1. Credit reference agencies/credit information companies (CIC's):**

- a. The company may share details of the loan and repayment track records of its borrowers to the credit information companies as per the regulatory directions/ guidelines or the company's internal policies.
- b. The company may share information with the credit information companies about the personal debts the borrowers owes it if:
  - i. The borrowers has fallen behind his/her payments
  - ii. The amount owed is not in dispute
  - iii. The borrowers has not made payment following our formal demand for repayment of dues.
- c. At the same time, the company representative will explain to the borrowers the role of the CIC's and the effect the information they provide can have on borrowers credit score and ability to get credit.

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d. The company will give information about the borrower's account to the CIC's if the borrowers has given his/her permission to do so OR the statutory/ regulatory requirements prescribe so.

**2. Sharing of information:**

a. The company may provide such information to its group/associate entities or companies for which it has obtained consent/ permission from its borrowers under loan application / sanction letter / most important terms and conditions / loan agreement.

b. The company will treat the personal information of borrowers as private and confidential even when the borrowers is no longer associate. We will not reveal the data or information of borrowers to anyone except as provided above in the following exceptional cases;

i. Required by law

ii. Duty towards public to reveal information;

iii. The company's interest requires giving information

iv. The company has consent/ permission from the borrowers

c. The company's representatives will inform the borrowers about his rights/liabilities under the laws of India for accessing the personal records that the company holds about him/her;

The company will not use borrowers personal information for marketing purposes unless the borrowers specifically authorizes us to do so.

**9. RESPONSIBLE LENDING CONDUCT- RELEASE OF MOVABLE/IMMOVABLEPROPERTY DOCUMENTS ON REPAYMENT/ SETTLEMENT OF LOANS**

a) The Company shall release all the original movable / immovable property documents and remove charges registered with any registry within a period of 30 days after full repayment/settlement of the loan account.

b) The borrower shall be given the option of collecting the original movable/ immovable property documents either from the banking outlet/branch where the loan account was serviced or any other office of the Company where the documents are available, as per her/his preference.

c) The timeline and place of return of original movable/immovable property documents shall be mentioned in the loan sanction letters issued on or after the effective date.

d) In order to address the contingent event of demise of the sole borrower or joint borrowers, the Company has a prescribed procedure for return of original movable/immovable property documents to the legal heirs. Such procedure shall be displayed on the website of the Company along with other similar policies and procedures for borrowers information.

e) In case of delay in releasing of original movable/immovable property documents or failing to file charge satisfaction form with relevant registry beyond 30 days after full repayment/ settlement of loan, the Company shall communicate to the borrower reasons for such delay. In case where the delay is attributable to the Company, it shall compensate the borrower at the rate of ₹5,000 for each day of delay.

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- f) In case of loss/damage to original movable/immovable property documents, either in part or in full, the Company shall assist the borrower in obtaining duplicate/certified copies of the movable/immovable property documents and shall bear the associated costs, in addition to paying compensation as indicated at clause (ii) above. However, in such cases, an additional time of 30 days will be available to the Company to complete this procedure and the delayed period penalty will be calculated thereafter (i.e., after a total period of 60 days).
- g) The compensation provided under these directions shall be without prejudice to the rights of a borrower to get any other compensation as per any applicable law.

**10. CLIENT PROTECTION PRINCIPLES**

a) Company shall take reasonable steps to ensure that credit will be extended only if borrowers have demonstrated an adequate ability to repay and loans will not put borrowers at significant risk of over-indebtedness. Similarly, Company will take adequate care that non-credit financial products (such as insurance) extended to low-income clients are appropriate.

b) The pricing, terms, and conditions of financial products (including interest charges, insurance premiums, all fees, etc.) will be transparent and will be adequately disclosed in the application form understandable to clients.

c) The privacy of individual client data will be respected, and such data cannot be used for other purposes without the express permission of the client other than the following exceptional cases:

- If we have to provide the information by statutory or regulatory laws
- If there is a duty to the public to reveal this information
- If our interest requires us to provide this information (e.g. fraud prevention) to Banks / Financial Institutions / Our Group and Associate Companies.
- We will not use this reason for giving information about borrowers to anyone else for marketing purposes.

**11. GRIEVANCE REDRESSAL MECHANISM**

- a) The Company shall lay down the appropriate Grievance Redressal Mechanism within the organization. Such a mechanism should ensure that all disputes arising out of the decisions of Company's institutions' functionaries are heard and disposed of at least at the next higher level.
- b) 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.
- c) The following information shall be displayed prominently, for the benefit of the borrowers, at all branches/places of the Company, where business is transacted:

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i.e., the name and contact details (Telephone / Mobile nos. as also email address) of the Grievance Redressal Officer who can be approached for resolution of complaints against the Company.

ii. If borrowers complaint/concern is not redressed within a period of 30 days, borrower can lodge a complaint on RBI CMS portal - <https://cms.rbi.org.in>

Level 1 Escalation:

in case of any complaint / grievances of the borrowers, the same shall be intimated by them in writing to the grievance redressal officer. the grievance redressal officer shall immediately make all efforts to redress the grievances within 10 working days.

Grievance Redressal Officer

Mr. Shrirang Date

Chief Risk Officer

[shrirangd@automony.in](mailto:shrirangd@automony.in)

96192 40025

(between 10:00 a.m. and 05:00 p.m., from Monday to Friday except on public holidays)

In case the complaint is not resolved within the given time or borrower are not satisfied with the solution provided through above channel, borrower may approach the following:

Level 2 Escalation:

Nodal Officer under the Ombudsman Scheme for Non-Banking Financial Companies, 2018:

Mr. Rishab Bafna

Director

98205 02004

[rishabb@automony.in](mailto:rishabb@automony.in)

(between 10:00 a.m. and 05:00 p.m., from Monday to Friday except on public holidays)

borrower will receive response within 10 working days. Please quote the reference of your earlier communication in this regard.

Level 3 Escalation:

If borrower is still not satisfied with the resolution provided through various channels as stated above or if the complaint is not redressed within a period of one month, borrower may appeal to Officer-in-Charge of RBI under whose jurisdiction the Registered Office of RBSG Capital Private Limited falls. The details with respect to Officer-in-Charge are as follows:-

The Officer in Charge

The Reserve Bank of India,

DEPARTMENT OF NON-BANKING SUPERVISION,

CENTRAL OFFICE CENTRE I,

WORLD TRADE CENTRE,



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CUFFE PARADE,  
COLABA, MUMBAI - 400005

**12. RESERVE BANK – INTEGRATED OMBUDSMAN SCHEME, 2021**

Under the Ombudsman Scheme, the Company has appointed Principal Nodal Officer (PNO) who shall be responsible for representing the Company and furnishing information to the Ombudsman in respect of complaints filed against the Company. The Nodal Officers (NO) appointed by the Company will assist the PNO.

For the benefit of the Borrowers, at the branches/ places where business is transacted, the name and contact details (Telephone/ Mobile number and email) of the PNO along with the details of the complaint lodging portal of the Ombudsman (<https://cms.rbi.org.in>) will be displayed.

The salient features of the Scheme shall be displayed prominently in English, Hindi and Regional languages at all the offices and branches in such a manner that a person visiting the office or branch has adequate information on the Scheme.

The salient features of the Ombudsman Scheme along with the copy of the Scheme and contact details of the Principal Nodal Officer shall be prominently displayed and updated on the website.

- a) The Company shall put in place a complaint box at the prominent place of its branches/ offices for receiving the complaints of the borrowers. The borrowers must inform the Branch about the complaint in writing. The said complaints shall be entered in the Register maintained for the purpose by the Grievance Redressal Officer duly authorized on this behalf.
- b) Clients and others who have any grievances regarding functioning of company, may further address their grievances in writing to the Grievance Redressal Officer and further to the 'DIRECTOR' for redressal of his /their grievance who will dispose the same within a period of 15 days from the date of receipt of such Grievance. In case the complainant is/ are not satisfied with the decision of the Director, he/ they may appeal to the Board who will also dispose of the same within a period of 30 days from the date of receipt of the appeal.
- c) All disputes arising out of the decisions of branches in relation to the products and services shall be heard and disposed of at least at the next higher level. Therefore, the following 'Grievances Redressal Mechanism' is put in place.

GRIEVANCE LEVEL	REDRESSAL LEVEL
Officer	Head of department
Head of Department	Director
Director	Board of Directors

- d) The Grievance Redressal policy is available on <https://automony.in/> . Automony has

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designated an officer for the redressal of grievances of the clients including the borrowers, in connection with any matter pertaining to business practices, lending decisions, credit management and recovery. The name and contact details of the designated Grievance Redressal officer is Mr. Shrirang Date Contact Number. 9619240025 E-mail: <shrirangd@automony.in. The details of Grievance Redressal Officer have been displayed in the Automony branches.

- e) If the complaint/ dispute is not redressed within a period of one month, the borrower may appeal to the Officer-in-Charge of the Regional Office of **RESERVE BANK OF INDIA- DEPARTMENT OF NON-BANKING SUPERVISION, CENTRAL OFFICE CENTRE I, WORLD TRADE CENTRE, CUFFE PARADE, COLABA, MUMBAI - 400005**, under whose jurisdiction the registered office of the NBFC falls.
- f) The company will safeguard personal information of clients, only allowing disclosures and exchange of such information to others who are authorized to see it, with the knowledge and consent of clients.

**13. REGULATION ON EXCESSIVE INTEREST CHARGED**

- a) The Company shall adopt an interest rate model taking into account relevant factors such as, cost of funds, margin and risk premium, etc 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 in the application form and communicated explicitly in the sanction letter.
- b) The rates of interest and the approach for gradation of risks for differential rate shall also be made available on the website of the company or published in the relevant newspapers. The information published in the website or otherwise published should be updated whenever there is a change in the rates of interest.
- c) The rate of interest should be annualized rates so that the borrower is aware of the exact rates that would be charged to the account.
- d) Interest shall be charged from the date of actual disbursement of the funds to the customer instead of the date of sanction of loan or date of execution of loan agreement.
- e) In the case of loans being disbursed by cheque, where interest is charged from the date of the cheque the Company shall avoid delayed handing over of cheque to the customer.
- f) In the case of disbursement or repayment of loans during the course of the month, interest shall be charged only for the period for which the loan was outstanding instead of entire month.
- g) In case where one or more instalments are collected in advance then the advance amount shall be excluded from the full loan amount for charging interest.
- h) As per circular issued on RBI/ 2014-15 /12 DNBS (PD).CC.NO. 399/03.10.42/2014-15 dt. July 14, 2014, the company shall not charge foreclosure charges/ pre-payment penalties on all floating rate terms loans sanction to individuals' borrowers.

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**14. LOAN FACILITIES TO THE PHYSICALLY/VISUALLY CHALLENGED**

The Company has designed its loan sanctioning process in such a manner that it prohibits any kind of discrimination while extending products and facilities including loan facilities to physically/visually challenged applicants on grounds of disability. All branches of the Company render all possible assistance to such persons for availing of the various business facilities. Appropriate module is also included which contains the rights of persons with disabilities guaranteed to them by the law and international conventions, in all the training programmes conducted for their employees at all levels. Further, the Company ensures redressal of grievances of persons with disabilities under the existing Grievance Redressal Mechanism.

**15. GENERAL**

- a) Company will refrain from interference in the affairs of the borrower except for the purposes provided in the terms and conditions of sanction of the loan (unless new information, not earlier disclosed by the borrower, has come to the notice of the lender).
- b) In case of receipt of request for transfer of borrowal account, either from the borrower or from a lender, which proposes to take over the account, the consent or otherwise i.e., objection of the company if any would be conveyed within 21 days from the date of receipt of request. Such transfer shall be as per transparent contractual terms in consonance with law.
- c) The Company will call delinquent borrower between 08:00 A.M. to 07:00 P.M.: unless special circumstances of the borrower's business require to call them otherwise outside the hours mentioned.
- d) The Company may arrange for enforcing security charged to it of the delinquent borrower, if required, with an aim only to recover dues, cost and expenses of such enforcement action.
- e) The Company shall ensure that the entire process of enforcing its security, valuation and realization thereof be fair and transparent.

**16. COMPLIANCE**

- a) The Company shall place before the Board of Directors within 30 days of the end of financial year as on March 31st, a Compliance Report indicating the extent of compliance with the Fair Practice Code as at the end of said half financial year.
- b) The Company shall also place before the Board of Directors within 30 days of the end of every financial year as on March 31st, a report on the functioning of Grievance Redressal Mechanism (specifically indicating any deviations and reasons therefore) as at the end of said half financial year.
- c) The Fair Practice Code shall be in Vernacular Language and in the same is in English, the translation thereof or the bilingual version shall be put in place.
- d) Fair Practice code shall be put on the Notice Board of all the Branches and offices of the company and website of the company if any for information of various stake holders.

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**Details of the NODAL OFFICER Appointed by the Company**

<b>Nodal officer</b>	<b>Details of PNO/NO</b>	
Principle nodal officer (PNO)	NAME – Mr. Shrirang Date TEL NO-96192 40025 EMAIL ID- shrirangd@automony.in	
Zonal Nodal Officer (NO)	Location: Maharashtra	NAME – Parvesh Singh TEL NO-81080 70786 EMAIL ID: parveshs@automony.in
	Location: Gujrat	NAME – Mr. Girish Patel TEL NO-99250 44077 EMAIL ID-girishp@automony.in

**17. FEEDBACK AND SUGGESTIONS**

*We request our borrowers to provide feedback on our service to help us to improve our services.*

**18. MONITORING**

*We have a Nodal Officer to ensure compliance of the Code.*

**Nodal Officer:**

*Mr. Ronak Goyal*

*Compliance Officer*

*RBSG Capital Private Limited*

*Contact No.: 9930988025 and Email-id: cs@automony.in*

*Our internal auditing procedures make sure we meet the Code.*

**19. OVERRIDING EFFECT**

In case any of the clause contained in this policy overrides the applicable RBI guidelines as may be issued and amended from time to time, the provisions stipulated in the RBI guidelines shall override the contents of this policy.

**20. REVIEW**

The Board of Directors shall be authorized to review and approve any modifications to the Fair Practice Code from time to time.



Mr. Rishab Bafna

Director

DIN.: 06492455

Place: Mumbai

Date:08/01/2024