

Aadhar Housing Finance Limited

DSA Code of Conduct & Policy (Channel Partner/Aadhar Mitra)

(Revision effective from April, 2019)

Version II

DSA – Policy & Code of Conduct

1. Preamble

This Revised Policy & Code of Conduct is prepared for Direct Marketing/Selling Agents (DSAs) who is/are appointed by Aadhar Housing Finance Limited (“Company”) and is/are operating on behalf of the Company. This code of conduct was originally adopted at meeting held on 17th January, 2018, as reviewed by the Board and it has been reviewed and modified at the Board meeting held on 30th April, 2019.

2. Applicability:

The code will apply to all persons/agents/agencies involved in marketing and distribution of any loan or other financial products of the Company. The term “DSA” in this policy will also include various agents/agencies appointed by the company such as Marketing Agents, Channel Partners, Referral Partners, Tele-marketing agency, Aadhar Sanyogi and such other agents working for the company. DSAs and their employees / representatives must agree to abide by this code prior to undertaking any direct marketing operations on behalf of the Company. Any employees /representatives of the DSAs found to be violating this code may be blacklisted and such action taken may be reported to the Company by the DSA. The Company must consider termination or permanent blacklisting of DSAs who fail to comply with this requirement.

A proforma of the declaration to be obtained from the DSA before entering into a formal channel partner agreement is annexed as mentioned in NHB Circular No. NHB(ND)/DRS/Policy Circular No.82/2017-18 dated October 17, 2017, issued by the National Housing Bank (NHB). Various other conditions as applicable to the customer contacting & calling are described in this policy.

A declaration to be obtained from employees /representatives by the DSAs before assigning them their duties as per the format provided by the Company. (**Annex. – 1**)

3. Tele-calling a prospective customer (a prospective customer)

3.1. Unsolicited Commercial Communications- National Do Not Call Registry (NCND)-

The Company shall :

- a) not engage Telemarketers (DSAs) who do not have any valid registration certificate from Department of Telecommunication (DoT), Government of India, as telemarketers; the Company shall engage only those telemarketers who are registered in terms of the guidelines issued by TRAI, from time to time, for all their promotional / telemarketing activities.
- b) furnish the list of Telemarketers (DSAs) engaged by them along with the registered telephone numbers being used by them for making telemarketing calls to TRAI; and
- c) ensure that all agents presently engaged by them register themselves with DoT as telemarketers.

3.2. A prospective customer may be contacted for sourcing Company's product only under the following circumstances:

- a. a prospective customer desires to acquire a housing loan/ financial product through the Company's website/call centre/branch or through the relationship managers of the Company or has been referred by another customer/ prospective customer or is an existing customer of the Company who has given consent for accepting calls on other products of the Company.
- b. the prospective customer's name/telephone no. /address is available and obtained after taking his /her consent.

3.3. DSA and/or its employees /representatives should not call a person whose name /number is flagged in any “Do Not Disturb” list made available to him /her.

4. Timing to contact a prospective customer on telephone:

- a. Telephonic contact must normally be limited between 9:30 a.m. (09:30 hours) to 7 p.m. (19:00 hours). However, it may be ensured that a prospect is contacted only when the call is not expected to inconvenience him / her.
- b. Calls earlier or later than the prescribed time period shall be done especially when the prospective customer has authorized the DSA and/or its employees/representatives to do so either in writing or orally.
- c. Residence / Business /office Address visit must normally be limited between 9:30 a.m. (09:30 hours) to 7 p.m (19:00 hours). Visit earlier or later than the prescribed time period may be made only when prospect has expressly authorized DSA or/and its employees / representatives to do so either in writing or orally.

5. Respect prospective customer’s privacy

DSAs and/or its employees/representative should respect the prospective customer’s privacy and his /her interest may normally be discussed only with him /her and with any other individual /family member such as prospect's accountant /secretary /spouse only when authorised to do so by the prospective customer.

6. Leaving messages and contacting person(s) other than the Prospective Customer

Calls must first be placed to the prospective customer. If the prospective customer is not available, a message may be left for him /her. The aim of the message should be to get the prospective customer to return the call

or to check for a convenient time to call again. Ordinarily, such messages may be restricted to:

“Please leave a message that _____ (name of person) representing _____(Name of Company) called and requested to call back at _____ (phone number)”.

As a general rule, the message must indicate that the purpose of the call is regarding selling or distributing a product of the Company.

7. No misleading statements / misrepresentations permitted

DSAs and/or its employees / representatives:

- a. should not mislead the prospective customer on any service / product offered by the Company;
- b. should not mislead the prospect about their business or organization's name, or falsely represent themselves as the Company's employees;
- c. should not make any false / unauthorized commitment on behalf of the Company for any facility/housing loan/service.

8. Telemarketing Etiquette

Pre Call

- a.No calls prior to 09:30 Hrs or post 19:00 Hrs unless specifically requested.
- b.No serial dialling
- c.No calling on lists unless list is cleared by the Head of DSA.

During Call

- a. Identify yourself, your company and your principal
- b. Request permission to proceed
- c. If denied permission, apologize and politely disconnect.
- d. State reason for your call
- e. Always offer to call back on landline, if call is made to a cell number
- f. Never interrupt or argue

- g. To the extent possible, talk in the language which is most comfortable to the prospective customer
- h. Keep the conversation limited to business matters
 - i. Check for understanding of “Most Important Terms & Conditions” by the customer if he plans to buy the product
 - j. Reconfirm next call or next visit details
 - k. Provide your telephone number, your supervisor’s name or contact details of Company’s officer, if asked for by the prospective customer/ customer.
 - l. Thank the prospective customer/ customer for his /her time

Post Call

- a. Prospective customers/ customers who have expressed their lack of interest for the offering should not be called for the next 3 months with the same offer ;
- b. Provide feedback to the Company on prospective customers/ customers who have expressed their desire to be flagged “Do Not Disturb”.
- c. Never call or entertain calls from customers regarding products already sold. Advise them to contact the Customer Service Staff of the Company.

9. Gifts or bribes

DSA and/or its employee /representative will adhere to the Company’s Anti-Corruption Policy a copy of which is at Annexure 4 herein, and shall:

- a) not accept gifts or bribes of any kind from prospective customers/ customers. Further, if he / she is offered a bribe or payment of any kind by the prospective customer / customer, it must be reported to his/her management;
- b) not offer any gifts / gratitude in cash or in kind to the prospect / customer to solicit business.

Any such feedback received at company's office directly from known sources / from the customers would amount to termination of the agreement.

10. Precautions to be taken on visits / contacts

DSA and/or its Employees/representatives should:

- a. respect personal space, maintain adequate distance from the prospective customer/customer;
- b. ensure that prospective customer / customer is not visited within a period of 3 months of expression of lack of interest for the offering by him / her.
- c. not enter the prospective customer's/customer's residence /office against his /her wishes;
- d. not visit in large numbers, i.e. not more than one employee /representative of the DSAs and one supervisor, if required;
- e. respect the prospective customer's/customer's privacy;
- f. end the visit with a request for the prospective customer/customer to call back, if the prospective customer/customer is not present and only family members /office persons are present at the time of the visit,
- g. provide his /her telephone number, name of the supervisor or the concerned officer of the Company and contact details, if asked for by the prospective customer/customer; and
- h. Limit discussions with the prospective customer to the business – maintain a professional distance.

11. Appearance & Dress Code

Employees/representatives of DSAs must be appropriately dressed. For men this means well ironed trousers, well ironed shirt, shirt sleeves preferably buttoned down. For women this means well ironed formal attire (saree, suit, etc.) and a well groomed appearance. Jeans and /or T- Shirt, open sandals are not considered appropriate.

12. Handling of letters & other communication

Any communication to be send to the prospective customer should be only in the mode and format approved by the Company.

13. Qualifications for DSAs

While there is no specific qualification requirement for individuals, corporate entities depending upon the nature of the entity, shall ensure that the Partnership Deed, Memorandum of Association or any other document or licence evidencing the constitution of the entity shall contain as one of its main objects soliciting or procuring DSA business.

14. Empanelment of DSAs

The DSA selection will be done based on the credibility and after taking market feed-back by the Branch. The Application form along with KYC documents and PAN card copy & Aadhaar UID for individuals will be made compulsory document to be submitted along with application form.

The Back ground check of the DSA will be carried out through the empanelled agency for verification or by Branch Manager/BSM/RM/TSM as per the requirement/feasibility and to satisfy the reputation/credibility of agency.

DSA seeking of engagement / empanelment with the Company shall submit the application for empanelment in the illustrative format given at **Annex-2.**

15. Outsourcing Agreement

The terms and conditions governing the contract between the Company and the service provider should be carefully defined in written agreement vetted by the Company's legal counsel or the Corporate Legal department , on appropriate stamp duty paid as per state rules for their legal effect and enforceability. DSA/CP Agreement as per prescribed format shall be executed and Appointment letter with contact details/Registration No. shall be issued to the DSA.

All original agreements executed /KYC documents collected from DSA shall be maintained in the custody of the respective Branch a digital record/copy will be maintained/stored at the Corporate office.

Every such agreement should address the risks and risk mitigation strategies. The agreement should be sufficiently flexible to allow the Company to retain an appropriate level of control over the outsourcing and the right to intervene with appropriate measures to meet legal and regulatory obligations. The agreement should also bring out the nature of legal relationship between the parties – i.e. whether the agent, principal or otherwise. Some of the key provisions included in the DSA Agreement format of the company listed below:

- a) The contract clearly defines what activities are going to be outsourced including appropriate service and performance standards;
- b) The Company ensures that it has the ability to access all books, records and information relevant to the outsourced activity available with the DSA/service provider;
- c) The contract provides for continuous monitoring and assessment by the Company of the service provider so that any necessary corrective measure can be taken immediately;
- d) A termination clause and minimum period to execute a termination provision, if deemed necessary, are included;
- e) Controls to ensure customer data confidentiality and service providers' liability in case of breach of security and leakage of confidential customer related information are incorporated;
- f) There is a contingency plans to ensure business continuity;
- g) The contract provides for the prior approval / consent taken from the Company for the use of subcontractors by the service provider for all or part of an outsourced activity;
- h) The Company has a right to conduct audits on the performance of DSA/ service provider whether by its internal or external auditors, or by

agents appointed to act on its behalf and to obtain copies of any audit or review reports and findings made on the service provider in conjunction with the services performed for the Company;

- i) DSA should agreement include clauses to allow the National Housing Bank or persons authorised by it to access the Company's documents, records of transactions, and other necessary information given to, stored or processed by the service provider within a reasonable time.
- j) DSA agreement should also include a clause to recognize the right of the National Housing Bank to cause an inspection to be made of a service provider of the Company and its books and accounts by one or more of its officers or employees or other persons.
- k) The DSA agreement should also provide that confidentiality of customer's information should be maintained even after the contract expires or gets terminated.
- l) The outsourcing agreement also provides for the preservation of documents and data by the service provider in accordance with the legal / regulatory obligation of the Company in this regard.

16. Termination

The DSA or outsourcing agreement shall be valid & binding for a period of three years commencing from the date of execution of the Agreement and same can be renewed by fresh agreement, specifically terminated by the Company by giving 30 days' notice under normal situations and immediate termination due to breach of terms/fraud/default or complaint received against DSA for manipulations/fabrication of documents. The agreement shall be terminated unless renewed by a fresh agreement by the Company immediately after the expiry of the period of agreement. No DSA shall be allowed to do any fresh business on behalf of the Company after termination of Agreement until and unless it renewed by a fresh agreement The details of such termination of DSA shall be published on

the notice Board & published on the web site of the company for a period of one year from the date of such termination.

17. Training to DSA or / and its employees / representatives

DSAs seeking of engagement / empanelment with the Company and/or its employees / representative will go through two-day preliminary training and a day training every year organized by the Company. The Company shall also maintain record of training provided by them.

18. Maintenance of Database of DSAs

Company availing the services of DSA authorise to maintain up-to-date database of DSAs engaged / empaneled with them. The Company will keep the inspection report of the inspection conducted in terms of the provisions of the agreement entered into with the DSA and action taken report (ATR).

19. General Terms & Conditions applicable to DSAs:

- i. The Company on annual basis review, the financial and operational condition of the DSAs to assess their ability to continue to meet their outsourcing obligations. Such due diligence reviews, which can be based on all available information about the DSAs should highlight any deterioration or breach in performance standards, confidentiality and security, and in business continuity preparedness. The action against DSA will be taken if any breach in any terms & conditions of this agreement are found or as mentioned in the Risk Management Policy.
- ii. The Company has already put in place a management structure to monitor and control its outsourcing activities. It should ensure that outsourcing agreements with the DSAs contain provisions to address their monitoring and control of outsourced activities.
- iii. Regular audits by either the internal auditors or external auditors of the Company should assess the adequacy of the risk management practices adopted in overseeing and managing the outsourcing arrangement, the

Company's compliance with its risk management framework and the requirements of these guidelines.

- iv.** During the course of Branch audits, the Internal Auditor shall select top 2 – 3 top business sourcing DSAs of the Branch in terms of Business sourced by them and behaviour of the portfolio sourced by such DSA.
- v.** In the event of termination of the agreement for any reason, this should be intimated to the prospective customer(s) through the Company's website so as to ensure that the customer(s) do not continue to deal with that DSA.
- vi.** DSA agreement will contain all clauses of their engagement including consequences/conditions leading to termination
- vii.** The Company is already having a Grievance Redressal Machinery and give wide publicity about it through electronic media and publish on its website. The name and contact number of designated grievance redressal officer of the Company should be made known & intimated. The designated officer should ensure that genuine grievances of customers are redressed promptly without involving delay. It should be clearly indicated that the Company's Grievance Redressal Machinery will also deal with the issue relating to services provided by DSA.
- vi.i.** As per the above clause a time limit of 30 days may be given to the customers for preferring their complaints / grievances. The grievance redressal procedure of the Company and the time frame fixed for responding to the complaints should be placed on the Company's website.
- viii.** No payment to DSAs shall be made in Cash. The incentive, fee, etc. shall be made only by way of direct credit to bank account.
- ix.** The lead shall be shared by the DSA in the illustrative format given at Annex-3, as suggested by NHB.
- x.** By virtue of the DSA agreement, the DSA or/and its employees/ representatives may have access to personal and business information of Company and / or the Company's customer. The DSA shall ensure the preservation and protection of the security and confidentiality of the

customer information or data which are in the DSA's custody or possession.

- xi.** The DSA should acknowledge that he/she/it has read this Policy and has fully understood all the terms and conditions mentioned herein and declare that the DSA shall agree to abide by this Policy in letter and spirit.
- xii.** The DSA shall report the fraud erring employees / representatives periodically to the Company and consolidated data /information on the same shall be submitted by the Company to NHB. The information shall include name of the person, address, name of the DSA associated with and nature of fraud. Such employees / representatives shall be barred permanently for doing the business of DSA in future with the Company.

Any process note/formats/agreement/operating guidelines based on this policy or as per the code of conduct will be issued/circulated to Branches with the approval of Managing Director & CEO of the Company, based on the delegation of authority given by the Board.

ANNEXURE 1

**Declaration–Cum-Undertaking to be obtained by the DSA from its employees
/ representatives**

Re: Code of Conduct

Dear Sir,

I am working in your company as a _____. My job profile, inter-alia, includes offering, explaining, sourcing, and assisting documentation of products and linked services to prospective customers of Aadhar Housing Finance Limited.

In the discharge of my duties, I am obligated to follow the Code of Conduct attached to this document.

I confirm that I have read and understood and agree to abide by the Code of Conduct supplied to me. I further confirm that the full facts have been explained to me in full.

In case of any violation, non-adherence to the said Code, you shall be entitled to take such action against me as you may deem appropriate.

Signed on this _____ day of _____ 20____

Signature_____ Name_____

Signature of Trainer _____ Name_____ Company _____

Annexure 2

To,
The Branch Manager
Aadhar Housing Finance Ltd.
Branch Office



Dear Sir,

I hereby apply for an agency of Aadhar Channel Partner / Aadhar Mitra and in support thereof, furnish hereunder the requisite particulars / information along with necessary proof. I have read the terms and conditions relating to the service and I undertake that those are acceptable to me.

APPLICANT PARTICULARS

NAME IN FULL _____

(Shri/Smt./Kum/Company)

Father/Husband's Name _____

Constitution Individual Proprietorship Partnership Company
(tick appropriate option)

PAN Card No. _____

Date of Birth _____ **Age (Person/Firm)** _____
(Date of incorporation)

Contact Details (Mobile) _____ **Alternate Contact No.** _____

(Email) _____

Communication Address _____

_____ **Pin Code** _____

No. of years of Employment _____

2 Fill in the details in your own handwriting

3 Please use BLOCK letters

4 The following documents need to be submitted along with the application:

- (a) Copy of PAN card;
- (b) Address proof (latest telephone/mobile bill, electricity bill, gas bill, passport or ration card);
- (c) Two recent passport size photographs (in addition to one affixed on application form);
- (d) Latest IT return/Form 16;
- (e) Bank statement for last 6 months;
- (f) Enrolment letter, if enrolled with other Bank/FI for similar services;
- (g) In case of firm / Company: Registration certificate of firm & Partnership deed/ Articles of Association of the company and incorporation certificate

FOR BRANCH OFFICE USE ONLY

Application Received on : _____ Interviewed on _____

Remarks on Residence Verification: _____

Remarks on Office Verification : _____

Expected Business & His Special Traits : _____

Date :

Signature of the TSM/BSM/RM

FOR BRANCH OFFICE USE ONLY

As Recommended by the Branch, we may approve Shri _____
as Aadhar Channel Partner / Aadhar Mitra for _____ Branch, as the
applicant is having _____ experience with
_____ (Institution).

Branch Manager/RBH

Date:

ANNEXURE 3

(Name of Loan Product) – CUSTOMER INFORMATION

Name of the Applicant/s :
Mobile Number :
Email ID :
Address :
Select which is applicable : Looking for property
Property identified
Details of property, if identified :
Loan Amount :
Income Bracket (per annum) :
Upto ₹5 lakh
Above ₹5 lakh to ₹10 lakh
Above ₹10 lakh
Income Based on : Income Tax Return
Other (specify the same)

DSA Code

Signature of DSA

Annexure- 4

Anti-Corruption Compliance Policy

I. Introduction

Aadhar Housing Finance Limited (the “Company”) is committed to conducting all aspects of its business in keeping with the highest legal and ethical standards and expects all employees and other persons acting on its behalf to uphold this commitment. In accordance with this commitment, the Company has adopted this Anti-Corruption Compliance Policy (the “Policy”), which is applicable to all directors, officers, employees, agents, representatives and other associated persons of the Company (collectively “Company Personnel”).

In brief, the Company will not tolerate bribery, kickbacks, or corruption of any kind, directly or through third parties, whether or not explicitly prohibited by this Policy or by law. Company Personnel are not permitted to give or offer anything of value (including gifts, hospitality, or entertainment) to anyone for the purpose of improperly obtaining or retaining a business advantage. Similarly, Company Personnel may not solicit or accept such improper payments.

This Policy and the internal controls herein have been designed to prevent bribery from occurring, avoid the appearance of wrongdoing and enable Company to respond promptly and effectively to any inquiries about its conduct. Company employees who violate this Policy may be subject to disciplinary action, up to and including termination. The pages that follow provide a general guide to anti-corruption compliance but do not address every potential scenario that may implicate issues bearing on compliance with this Policy. Therefore, any Company Personnel who have any questions concerning the requirements of this Policy should consult with Company Secretary and Head Compliance. Our Policy

A. Company Personnel shall not be permitted to pay or receive bribes.

Company Personnel must conduct their activities in full compliance with this Policy and any applicable anti-corruption laws, including the Indian Prevention of Corruption Act, 1988, the U.S. Foreign Corrupt Practices Act of 1977, as amended (“FCPA”), the UK Bribery Act, 2010, the applicable financial recordkeeping and reporting requirements of the U.S. Currency and Foreign Transaction Reporting Act of 1970, as amended, the U.S. Money Laundering Control Act of 1986, as amended, the Indian Prevention of Money Laundering Act, 2002, and any anti-corruption laws in effect in the jurisdictions where the Company conducts business.

Under this Policy, Company Personnel are not permitted to give or offer anything of value, directly or indirectly, to any Government Official¹ or any

¹ The term “Government Official” includes all officers or employees of a government department, agency or instrumentality; permitting agencies; customs officials; candidates for political office; and officials of public international organizations (e.g., the Red Cross). This term also includes

commercial party for the purpose of improperly obtaining or retaining a business advantage. "Anything of value" should be broadly interpreted to include cash, gifts to family members, forgiveness of a debt, loans, personal favors, entertainment, meals and travel, political and charitable contributions, business opportunities and medical care, among other items. Simply put, bribes, kickbacks or similar payments are never permitted, whether made to a Government Official or to customers, investors, clients or other private parties. Similarly, Company Personnel may not solicit or accept such payments.

If confronted with a request or demand for an improper payment or other violation of this Policy, the request or demand must be immediately rejected and reported to the Company Secretary/ Compliance Officer. Similarly, if any employee or agent knows or believes that an improper payment has been or will be made, the employee or agent must also report such payment to the Company's Company Secretary/ Compliance Officer. The Company's policy is that no adverse employment action will be taken against any personnel in retaliation for, honestly and in good faith, reporting a violation or suspected violation of anti-corruption laws or this Policy.

B. Gifts, Meals, Entertainment and Employment

This Policy sets forth various rules relating to gifts, entertainment, travel, meals, lodging and employment. All such expenditures must be recorded accurately in the books and records of the Company, in accordance with Section III below.

1. Gifts

As a general matter, the Company prohibits the provision of gifts. However, the polite and customary conduct of business may require that Company Personnel give modest gifts to counterparts as a token or courtesy.

Therefore, Company Personnel may provide token gifts of modest value if 1) the gift does not involve cash or cash equivalent gifts (*e.g.*, gift cards, store cards or gambling chips); 2) the gift is permitted under both local law and the guidelines of the recipient's employer; 3) the gift is presented openly with complete transparency; 4) the gift is properly recorded in the Company's books and records; and 5) the gift is provided as a token of esteem, courtesy or in return for hospitality, and comports with local custom.

2. Entertainment and Hospitality

Entertainment and hospitality involving government officials and customers may be appropriate in certain circumstances. The Company permits entertainment if the applicable expenses (1) are related to the promotion of the Company's products or services or to the execution or performance of its contract with a customer; (2) are permitted under local law; (3) are customary under local business

government-owned or controlled commercial enterprises such as state-owned or controlled universities, airlines, oil companies, health care facilities, or other vendors.

practices; (4) are reasonable under the circumstances and not lavish or extravagant; and (5) avoid the appearance of impropriety.

When possible, business entertainment payments should be made directly by the Company to the provider of the service, and should not be paid directly to a Government Official or other party as a reimbursement.

All business entertainment expenses, regardless of amount or attendees, should be properly documented in an expense report. Such expense report shall enumerate the attendees, including the name of each attendee and his or her title and place of employment, and provide a detailed business purpose for the entertainment.

Please note that in addition to traditional gifts, both hospitality and entertainment that are provided to business relationships where the Company professionals are not in attendance, and instances where the Company pays for travel related expenses for a Government Official, shall be considered gifts, and subject to the rules and requirements for gifts specified in this Policy.

3. Travel and Lodging

Reasonable and bona fide travel expenditures paid on behalf of Government Officials or customers may be permissible in certain circumstances. Permissible payments may cover the costs of travel for an official or customer to visit the Company's offices and discuss the Company's qualifications for projects within the official's responsibility or travel in connection with a project status review. Travel expenses shall not be extravagant or lavish, and may include (1) airfare; (2) lodging cost; and (3) ground transportation costs during the trip. Payment of cash per diems, expenses unrelated to legitimate business activities, and expenses that benefit a friend or family member of a Government Official are prohibited.

Direct reimbursements should also be avoided. Rather, reimbursements should be made to the Government Entity² or business entity that employs the expense recipient. Payments directly to the expense recipient (of a per diem allowance, expense reimbursement, or for any other purpose) require specific written approval of the Company Secretary/ Compliance Officer in all cases.

4. Employment/Internships

On occasion, Government Officials or the Company's business partners may request that the Company provide internships or employment to certain individuals. Offering internships or employment to Government Officials or the Company's business partners may be viewed as providing an item of value.

² "Government Entity" means any nation or government or any province, state or any other political subdivision thereof, any entity, authority or body exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government, any court, tribunal or arbitrator and any securities exchange or body or authority regulating such securities exchange.

This Policy sets forth guidance for handling such requests from Government Officials or the Company's business partners. If a candidate is interviewed for an internship or employment within the ordinary course of filling a position, the Company Secretary/ Compliance Officer must be notified of the candidate's relationship to a Government Official or the Company's business partner. If a candidate related to a Government Official or the Company's business partner is interviewed outside of the ordinary course of filling a position, any internship or employment offer must be pre-approved by the Company Secretary/ Compliance Officer .

C. Political Contributions and Charitable Donations

Company Personnel may not make political or charitable donations, whether in their own name or in the name of the Company, to obtain or retain business or to gain an improper business advantage. Any political or charitable contributions by the Company must be permitted under the law, permissible pursuant to the terms of this Policy, made to a bona fide organization, and (in the case of political contributions or charitable contributions connected to any Government Official or Government Entity) made with the prior approval of the Company Secretary/ Compliance Officer . In certain instances where there is heightened risk of corruption, the Company Secretary/ Compliance Officer may require diligence to be conducted. The Company Secretary/ Compliance Officer must be notified if a Government Official solicits a political or charitable contribution in connection with any government action related to the Company or its affiliates. Individual employees or agents may not make political contributions on behalf of the Company or its affiliates.

II. Relationships with Third Parties

Anti-corruption laws prohibit indirect payments made through a third party, including giving anything of value to a third party while knowing that value will be given to a Government Official for an improper purpose. Third parties can include, but are not limited to, consultants, vendors, agents, or any other individual or entity working on behalf of the Company. Company Personnel should avoid situations involving third parties that might lead to a violation of this Policy.

The Company employees who deal with third parties are responsible for taking reasonable precautions to ensure that the third parties conduct business ethically and comply with this Policy. Such precautions may include conducting a risk-based due diligence review of a third party, inserting appropriate anti-corruption compliance provisions in the third party's written contract, requiring the third party to certify that it has not violated and will not violate this Policy and any applicable anti-corruption laws during the course of its business with the Company, and monitoring the reasonableness and legitimacy of the services provided by and the compensation paid to the third party during the engagement. Company Personnel should pay particular attention and closely monitor high-risk third parties whose engagement may involve interactions with Government Officials, including for purposes of obtaining permits, clearances, authorizations, or similar approvals or

review by a governmental authority or agency. Any doubts regarding the scope of appropriate due diligence efforts in this regard should be resolved by contacting Company Secretary/ Compliance Officer

III. Recordkeeping and Internal Controls

This Policy requires that all expenditures made by the Company are accurately reflected in the Company's financial records and that all payments made with Company funds, or on behalf of the Company, have been properly authorized. Company Personnel must follow all applicable standards, principles, laws and practices for accounting and financial reporting. Company Personnel must be timely and complete when preparing all reports and records required by management. In particular, Company Personnel should ensure that no part of any payment is to be made for any purpose other than that to be fully and accurately described in the Company's books and records. Company Personnel should use best efforts to ensure that all transactions, dispositions, and payments involving Company funds or assets are properly and accurately recorded in the Company's financial records. No undisclosed or unrecorded accounts are to be established for any purpose. False or artificial entries are not to be made in the Company's books and records for any reason. Finally, personal funds must not be used to accomplish what is otherwise prohibited by this Policy.

The Company Secretary/ Compliance Officer is primarily responsible for the oversight and enforcement of this Policy. The Company will conduct periodic audits of its books and records to monitor compliance with this Policy.

IV. Training

As part of the Company's ongoing commitment to anti-corruption compliance, all employees must receive and review a copy of this Policy. All such employees must then certify in writing that they (1) have reviewed the Policy; (2) agree to abide by the Policy; and (3) agree to report any potential violations of the Policy.

In addition, the Company will offer regular anti-corruption compliance training programs, at least annually, to educate employees about the requirements and obligations of anti-corruption laws and this Policy. All employees of the Company must participate in such training and the Company Secretary/ Compliance Officer must retain attendance records establishing compliance with this requirement.

V. Reporting Requirements and Whistleblower Protection

The Company takes its commitment to anti-corruption compliance very seriously and expects all Company Personnel to share that commitment. The Company therefore expects and requires that any Company Personnel who have knowledge of, or reason to suspect, any violation of this Policy Company Secretary/ Compliance Officer immediately. Reports may be made anonymously. If any

Company Personnel fails to report known or suspected violations, then the relevant Company Personnel may be subject to disciplinary action, up to and including termination.

It is the Company's policy that, if the report of known or suspected violations is made honestly and in good faith, no adverse employment-related action will be taken against any Company Personnel in retaliation for reporting a violation or suspected violation of anti-corruption laws or this Policy.

All questions regarding this Policy should be directed to Company Secretary/ Compliance Officer.

**EMPLOYEE/ CHANNEL PARTNER/ AADHAR MITRA ANTI-CORRUPTION POLICY
CERTIFICATIONS**

This is to acknowledge that I/ We have received/ read the policy on website of AHFL and fully understood the Company's Anti-Corruption Compliance Policy (the "Policy"). I/We agree to comply with all the rules contained therein. I/We agree to report any potential violations to Company Secretary/ Compliance Officer. I/We will participate in the Company's anti-corruption training on a periodic basis. I/We understand that failure to comply with the Policy, and all applicable anti-corruption laws in countries where the Company does business may result in immediate termination and prosecution, with penalties including fines and/or imprisonment. Should I/We have any questions regarding the Policy or find any deviations or violations, I/We will contact Company Secretary/ Compliance Officer (email id: complianceofficer@aadharhousing.com)

Signature: _____

Name (print): _____

Company: _____

Department: _____

Date: _____