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TYGER HOME FINANCE PRIVATE LIMITED (“THFPL”)
(FORMERLY ADANI HOUSING FINANCE PRIVATE LIMITED)

FAIR PRACTICE CODE

POLICY NAME	**FAIR PRACTICE CODE**
POLICY VERSION	**THFPL/VERSION 1.0**
RESPONSIBLE DEPARTMENT	**COMPLIANCE**
VALID FROM	**JULY 13, 2018**
LATEST REVISION DATE	**FEBRUARY 05, 2025**
APPROVED BY	**BOARD OF DIRECTORS**
PREPARED BY	**COMPLIANCE**

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1.1 Introduction

In Compliance with the Master Direction – Non-Banking Financial Company – Housing Finance Company (Reserve Bank) Directions, 2021 as issued by RBI on 17th February 2021, the Board of Directors of the Company has revamped the ***"Fair Practice Code"*** to provide transparency in business dealing with the customers of the Company, which came into force with immediate effect.

As part of the best corporate practices and in line with the amendment in the guidelines issued by the RBI from time-to-time Tyger Home Finance Pvt. Limited (THFPL) has compiled Fair Practice Code (Code) and has been approved and adopted by the Board of Directors of the Company with immediate effect.

The said code deals to promote good and fair practice, increase transparency, encourage market forces; promote a fair and cordial relationship between borrower / Customer and the Company and to foster confidence of the customer in the housing finance system of the Company. The Code has the following key elements.

1.2 Objectives :

- To promote good and fair practices by setting minimum standards in dealing with customers;
- To increase transparency so that the customer can have a better understanding of what they can reasonably expect of the services;
- To encourage market forces, through competition, to achieve higher operating standards;
- To promote a fair and cordial relationship between customer and THFPL; and
- To foster confidence in the housing finance system.

1.3 Application of the Code

- All parts of this Code shall apply to all the products and services whether they are provided by THFPL across the counter, over phone, by post, through interactive electronic devices, on the internet or by any other method

- The code shall be applicable across all aspects of operations including marketing, loan origination processing and servicing and collection activities. Our commitment to Fair Practice Code would be demonstrated in terms of employee responsibility, efficiency, monitoring and auditing programmes training and technology

- Through regular training programmes, meeting, seminars, circulars and other modes of the communication employees would be made aware of the code so that there is a strong commitment for fair and quality lending and efficient and fair services

1.4 Commitments

THFPL shall adhere to this code to act fairly and reasonably in all dealings, on the ethical principle of integrity and transparency, to meet the standard practices prevalent in the housing finance industry.

THFPL would provide clear information, without any ambiguity, to the customer in understanding:

Products and services together with its terms and conditions including interest and service charges.

1.5 Benefits available to customer

THFPL will deal quickly in correcting mistakes, if any, and attend to customer's Grievance grievances in light of the objectives of this code.

THFPL shall treat all personal information of customers as private and confidential and shall not divulge any information to third person unless required by any law or Government authorities including Regulators or Credit agency or where the sharing of information is permitted by the customer.

THFPL would provide, on request, copy of the Code to the existing borrowers and new customer prior to commencement of business transaction.

THFPL shall not discriminate its customers on the basis of age, race, caste, gender, marital status, religion or disability including impairment of vision. However the distinction if any, as mentioned in the loan products, shall continue to apply on the grounds of underwriting standards

2 Disclosure and Transparency

THFPL will act transparently and reasonably in all dealings with customers, by ensuring that:

a. THFPL shall meet the standards and commitments for the products and services THFPL offers.
b. The products and services of THFPL shall meet relevant laws and regulations in letter and spirit.

THFPL would provide information on interest rates, common fees and charges through:

a. Putting up notice in branches in compliance with the display standards/guidelines set out in the Master Directions-NBFC-HFC, 2021
b. Providing tariff schedule including fees

c. Display max/min of interest rates of the previous quarter by loan products on website and also on notice board at branch.

d. Provide Annual Percentage Rate (APR) as well as interest rate in S/L, MITC, loan agreement. (APR reflects total cost of the credit by taking into account the compounding effect of interest rate and other fees/tariffs for sanction/processing of loan.)

2A Fees and Charges:

THFPL 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
- Penalty for delayed repayment if any
- Conversion charges for switching loan from fixed to floating rates or vice-versa
- Existence of any interest re-set clause and any other matter which affects the interest of the borrower.

Penalty, if charged, for non-compliance of material terms and conditions of loan contract by the borrower shall be treated as ‘penal charges’ and shall not be levied in the form of ‘penal interest’ that is added to the rate of interest charged on the advances. There shall be no capitalisation of penal charges i.e., no further interest computed on such charges. However, this will not affect the normal procedures for compounding of interest in the loan account.

- The company would disclose “all in cost” inclusive of all charges involved in processing / sanction of loan application in a transparent manner. It would also be ensured that such charges/fees are non-discriminatory.

3. Advertising, Marketing and Sales :

THFPL :

- ensures that all advertising and promotional material is clear, and not misleading.
- in any of its advertisement in any media and promotional literature that draws attention to a service or product and includes a reference to an interest rate shall also indicate whether other fees and charges will apply and that full details of the relevant terms and conditions are available to you on request.
- if avails of the services of third parties for providing support services shall require that such third parties handle customer's personal information (if any available to such third parties) with same degree of confidentiality and security as the Company would.
- may from time to time, communicate to customers various features of their products availed by them. Information about their other products or promotional offers in respect of products / services may be conveyed to customers only if he / she has given his / her consent tor to receive such information/service.
- shall prescribe a code of conduct for the Direct Selling Agencies (DSAs)/ other intermediaries whose services are availed to market products / services which amongst other matters require them to identify themselves when they approach the customer for selling products personally or through phone.
- in the event of receipt of any Grievance from the customer that the Company's representative / courier agency or DSA has engaged in any improper conduct or acted in violation of this Code, appropriate steps shall be initiated to investigate and to handle the Grievance and to make good the loss.

4. Loans

4.1.1 Applications for loans and their processing.

Standard schedule of fee/ charges relating to the loan application depending on the segment to which the accounts belong will be made available to all the prospective borrowers in a transparent manner.

Receipt of completed application forms will be duly acknowledged.

The acknowledgement would also include the approximate date by which the applicant should call on the Company for preliminary discussions, if deemed necessary.

Acknowledgement should include the timeframe within which the application will be disposed off.

All loan applications should be disposed off within a period of 4 weeks from the date of receipt of duly completed loan applications i.e. with all the requisite information/papers.

In case of rejection of loan application, irrespective of category of loans or threshold limits, the same would be conveyed in writing along with the main reason(s), which led to rejection of the loan application.

4.1.2 Loan appraisal and terms/conditions

In accordance with THFPL's prescribed risk based assessment procedures, each loan application will be assessed and suitable margin/securities will be stipulated based on such risk assessment and THFPL's extant guidelines, however without compromising on due diligence.

THFPL Should convey in writing to the borrower by means of sanction letter or otherwise, the amount of loan sanctioned along with all terms and conditions including annualized rate of interest, method of application, EMI Structure, prepayment charges, penal charges and keep the written acceptance of these terms and conditions by the borrower on its record

THFPL shall invariably furnish a copy of the loan agreement along with a copy each of all enclosures quoted in the loan agreement to every borrower at the time of sanction / disbursement of loans.

4.1.3 Disbursement of loans including changes in terms and conditions

The Company will make disbursement in accordance with the disbursement schedule given in the Loan Agreement/Sanction Letter .Disbursement of loans sanctioned is to be made immediately on total compliance of terms and conditions including execution of loan documents governing such sanction.

At the time of sanction, THFPL shall clearly communicate to the borrowers about the possible impact of change in benchmark interest rate on the loan leading to changes in EMI and/or tenor or both. Subsequently, any increase in the EMI/ tenor or both on account of the above shall be communicated to the borrower immediately through appropriate channels.

The borrowers shall also be given the choice to opt for (i) enhancement in EMI or elongation of tenor or for a combination of both options; and, (ii) to prepay, either in part or in full, at any point during the tenor of the loan. Levy of foreclosure charges/ pre-payment penalty shall be subject to extant instructions.

THFPL shall ensure that the elongation of tenor in case of floating rate loan does not result in negative amortisation.

Any change in terms and conditions, including interest rate and service charges, will be informed to the borrowers in case of account specific changes and in case of others by Public

Notice/display on Notice Board at the branches/on the THFPL's website from time to time.

THFPL shall give notice to the Borrower of any change in the terms and conditions including disbursement schedule, interest rates, service charges, penal charges, prepayment charges, other applicable fees/charges, etc.

If any such change is to the disadvantage of the customer of THFPL, he/she may within 60 days and without notice close his/her account or switch it without having to pay any extra charges or interest.

Changes in interest rates and service charges will be effected prospectively.
Consequent upon such changes any supplemental deeds documents or writings are required to be executed, the same shall also be advised. Further, availability of facility will be subject to execution of such deeds documents or writings.

4.1.4 Post disbursement supervision

Post disbursement supervision, particularly in respect of loans up to Rs.2 lakh should be constructive with a view to taking care of any genuine difficulties that the borrower may face.

Before taking a decision to recall/accelerate payment or performance under the agreement or seeking additional securities the Bank would give reasonable notice to the borrower.

All securities pertaining to the loan would be released on receipt of full and final payment of the loans subject to any legitimate right or lien and set off for any other claim that the Company may have against the borrowers. If such right is to be exercised, borrowers would be given due and proper notice with requisite details.

4.1.5 Release of immovable property documents on repayment of Loans

a) THFPL shall release 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 branch where the loan account was serviced or any other office of THFPL where the documents are available, as per her / his preference.

c) The timeline and place of return of original movable / immovable property documents will be mentioned in the loan sanction letters

d) In case of demise of the borrower, THFPL shall handover the property papers to the legal heirs of the Borrower in accordance with the laid down procedure of the Company.

e) In case of loss/damage to original movable / immovable property documents, either in part or in full, the THFPL shall assist the borrower in obtaining duplicate/certified copies of the movable / immovable property documents and shall bear the associated costs. However, in such cases, an additional time of 30 days will be available to the THFPL to complete this procedure.

Other general provisions.

THFPL would refrain from interference in the affairs of the borrower except for what is provided in the terms and conditions of loan sanction documents (unless new information, not earlier disclosed by the borrower, has come to the notice of the THFPL as lender). However, this does not imply that THFPL's right of recovery and enforcement of security under Law.

THFPL shall not discriminate on grounds of sex, caste and religion in the matter of lending. THFPL shall also not discriminate visually impaired or physically challenged applicants on the ground of disability in extending products, services, facilities, etc. However, this does not preclude HFCs from instituting or participating in schemes framed for different sections of the society.
In the case of recovery, THFPL would resort to the usual measures as per laid down guidelines and extant provisions and would operate within the legal framework. THFPL is already having a Model Policy on Code for Collection of Dues and Repossession of Security.

In case of request for transfer of borrower's account, either from the borrower or from a Bank/Financial Institution, the THFPL's consent or otherwise shall be conveyed within 21 days from the date of receipt of request.

4.2 Guarantor

When a person is considered to be a guarantor to a Loan, THFPL shall inform him/her the following:-

a) his/her liability as guarantor;
b) the amount of liability he/she will be committing him/herself to the company;
c) circumstances in which HFC will call on him/her to pay up his/her liability;
d) whether HFC has recourse to his/her other monies in the company if he/she fail to pay up as a guarantor;
e) whether his/her liabilities as a guarantor are limited to a specific quantum or are they unlimited; and
f) time and circumstances in which his/her liabilities as a guarantor will be discharged as also the manner in which HFC will notify him/her about this.
g) 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.
h) Failure to pay his liability on invocation of guarantee may have a adverse effect on his credit score.

4.3 Privacy And Confidentiality

All the borrower's personal information shall be treated as private and confidential (even when he/she is no longer our customer) and shall be guided by the following principles and policies. The Company shall not reveal information or data relating to your accounts to anyone, including other companies in the group, other than in the following exceptional cases :

- If the information is to be given by law;
- If there is a duty towards the public to reveal the information;
- If the Company's interests require to give the information (for example, to prevent fraud) but the same will not be used by the Company as a reason for giving to anyone else, including other entities in the group, for marketing purposes without customers' permission;
- If the customer ask the Company to reveal the information, or with his / her permission by acceptance of the terms and conditions of the loan agreement, to provide such information to our associates companies when we have tie-up arrangements for providing other financial service products;
- If the Court / authorities so direct or required by any regulatory authority (ies) including reference agencies or CIBIL etc.
- If the third party acquires on its on without the Company's involvement;
- If provided by someone else inadvertently.

4.4 Credit reference agencies

Customer are hereby informed that at the time of opening a new account, the Company will pass his / her account details to credit reference agencies and the checks the Company may undertake in this regard.

The Company will provide information to credit reference agencies about the personal debts, the customer owe to it if :

a. He/she have fallen behind with the payments
b. The amount owed is not in dispute; and
c. He /she have not made satisfactory proposal for repaying the debt, following the Company's formal demand.

In these cases, the Company shall intimate customer in writing its plan to give information about the debts he/she owe it to credit reference agencies. At the same time, the Company shall explain to the customer the role of the credit reference agencies and the effect the information they provide can have on your ability to get credit.

The Company may give credit reference agencies other information about the customer's account if he/she has given permission to do so.

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The Company shall provide the customer with a copy of the information which the Company has given to the credit reference agencies about the customer, if so demanded by him/ her.

4.5 Collection of Dues

Whenever loans are given, THFPL would explain to the customer the repayment process by way of amount, tenure, periodicity of repayment and the penal charges for delayed repayment. However, if the customer does not adhere to repayment schedule, a defined process in accordance with the laws of the land shall be followed for recovery of dues. The process will involve reminding the customer by sending him/her notice or by making personal visits and / or repossession of security, if any.

THFPL staff or any person authorized to represent the company in collection of dues or/and security repossession shall identify himself / herself and display the authority letter issued by the THFPL and upon request, display his/her identity card issued by the THFPL or under authority of the THFPL. The company shall provide the customers with all the information regarding overdue.

The employees of THFPL or any person authorized to represent THFPL in collection or/ and security repossession will follow the following guidelines:

- Customer would be contacted ordinarily at the place of his/her choice and in the absence of any specified place at the place of his/her residence and if unavailable at his residence, at the place of his business/occupation
- Customer's privacy should be respected
- Interaction/conduct with customer in a civil manner
- Customers would be contacted between 0800 hrs and 1900 hrs, unless special circumstances of the customer's business or occupation require otherwise
- Customer's request to avoid call at a specific time and place shall be honored as far as possible
- Time and number of calls and also content of conversation shall be documented
- Inappropriate occasions such as bereavement in the family or such other calamitous occasions should be avoided for making calls/visits to collect dues
- All assistance shall be given to resolve disputes or differences regarding dues in a mutually acceptable and in an orderly manner
- During visits to customer's place for dues collection, decency and decorum shall be maintained.

4.6 Grievances Internal Procedures

- The Company would endeavor to deal quickly and sympathetically to correct any mistake committed by its staff/system/process and would cancel any charges wrongly accrued due to such mistakes.
- The Company would provide suitable alternative avenues to alleviate problems arising out of technological failures.

  To redress customer grievances, he/she may write or call the Branch Operations

Manager of the concerned Branch clearly stating the nature of your grievance along grievance along with necessary documents, if any, and the customer will be provided a Grievance Reference Number.

- If a Grievance has been received in writing from a customer, THFPL shall endeavor to send him/her an acknowledgement / response within a week. The acknowledgement should contain the name & designation of the official who will deal with the grievance. If the Grievance is relayed over phone at HFC's designated telephone helpdesk or customer service number, the customer shall be provided with a Grievance reference number and be kept informed of the progress within a reasonable period of time.

4.7 Know Your Customer (KYC) Policy:

The Company shall carry out due diligence as required under "Know Your Customer" (KYC) policy of our Company before opening and operating customer's account and in furtherance of the policy. The customer will be asked to submit or provide necessary documents or proofs for the same. The Company shall ensure obtaining only such information so as to meet Company's KYC, Anti Money Laundering or any other statutory requirements.

The Company shall provide the Loan application form / account opening forms and other material to you and the same shall contain all details of essential information required to be furnished and documents to be produced for verification and/or for record for meeting the KYC requirements.

The Company shall explain the procedural formalities and provide necessary classifications sought by the customer while opening a loan account.

4.8 Branch Closure / Shifting

THFPL shall give notice to the customer in the event of closure/shifting of its branch office.

4.9 Grievances

THFPL would strive for customer satisfaction within the framework of law, adopted policies and procedures.

In case of any grievance, the customer may approach the In-Charge of the business location where he / she had his / her account and register the Grievance in the 'Grievance Register' available. THFPL should also ensure that redressal of the grievance of persons with disabilities under Grievance Redressal Mechanism.

On registering the complaint, the customer should obtain Grievance number and date for future reference

Customer may also write / communicate with the concerned location for redressal of the grievance.

In case the response is unsatisfactory or no response is received, the Grievance should be escalated to the following:

To
Mr. Anurag Pandey
Grievance Redressal Officer
Tyger Home Finance Private Limited,
Address - 1004/5, C-Wing, One BKC,
C-66, G Block, Bandra Kurla Complex, Mumbai-400051.
Email ID - anurag.pandey@tyger.in
Contact No. – 9228860066

In case the response is unsatisfactory or not received the response from the company within reasonable time (6 weeks) or is dissatisfied with the response received, the Consumer may approach NHB at the following address /Grievance Registration & Information Database System (GRIDS):

National Housing Bank
Department of Regulation and Supervision
(Grievance Redressal Cell)
4th Floor, Core 5-A, India Habitat Centre Lodhi Road,
New Delhi – 110003

Link for register the Grievance(s) under Grievance Registration & Information Database System (GRIDS): https://grids.nhbonline.org.in.

5. GENERAL

The Company shall :

- Explain the key features of its loan products including applicable fees and charges while communicating the sanction of the loan.
- Advice what information/documentation required from customer to enable him / her to apply. Customer would also be advised regarding what documentation is needed from him / her with respect to customer's identity, address, employment, etc. and any other document that may be stipulated by statutory authorities (e.g. PAN details) in order to comply with legal and regulatory requirements.
- Verify the details mentioned by the customer in the loan application by contacting them at their residence and / or on business telephone numbers and / or physically visiting his/her residence and/or business addresses through agencies appointed for this purpose, if deemed necessary by the Company.
- Customer would be informed to co-operate if the Company needs to investigate a transaction on his/her account and with the police/ other investigative agencies, if the Company needs to involve them.

- The Company would advise the customer that if her / she act fraudulently, he/she will be responsible for all losses on his/her account and that if he/she act without reasonable care and this causes losses, he/she may be responsible for the same.
- Not to discriminate on the basis of race, caste, gender, marital status, religion or disability

The Board of Directors of THFPL should 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.