

## **Thacker And Company Limited**

### **Fair Practices Code**

#### **Legal Framework**

This policy has been formulated pursuant to Reserve Bank of India's Directions for Non-Banking Financial Company - Non - Systemically Important Non - Deposit taking Companies, as amended from time to time.

The policy has been adopted by the Board of Directors in their Meeting held on 3<sup>rd</sup> August, 2015 and revised in its Meeting held on 31<sup>st</sup> January, 2018.

#### **Scope of the Policy**

This policy aims to provide the borrowers an effective overview of the practices followed by the Company and to enable borrowers to take informed decisions in respect of the financial facilities and services offered by the Company.

#### **Applications for loans and their processing**

The Company shall give notice to the borrower in the vernacular language or a language as understood by the borrower of any change in the terms and conditions including disbursement schedule, interest rates, service charges, prepayment charges etc.

The Company shall also ensure that changes in interest rates and charges are effected only prospectively. A suitable condition in this regard must be incorporated in the loan agreement.

All necessary information that may be required by the borrowers with regard to the financial facility that is being applied for are available in the relevant loan application forms. The information would include matters which may affect the interests of the borrower, so that a meaningful comparison with the terms and conditions offered by other NBFCs can be made and informed decisions can be taken by the borrowers.

Besides, the various documents that need to be submitted with the application form are also provided in the application forms. The Company would give an acknowledgement for receipt of all loan applications. The normal time frame within which loan applications complete in all respects will be disposed of would be indicated in the acknowledgement of loan applications.

The Company would verify the loan applications within a reasonable period of time and if additional details / documents are required, it would intimate the borrowers immediately.

#### **Loan appraisal and terms/conditions**

The Company would ensure that there is proper assessment of credit application made by borrowers. The assessment would be in line with the Company's credit policies and procedures.

The Company would convey in writing to the borrower in the vernacular language or a

language as understood by the borrower by means of sanction letter or otherwise, the amount of loan sanctioned along with the terms and conditions including annualised rate of interest and method of application thereof and keep the acceptance of these terms and conditions by the borrower on its record.

The Company would mention the penal (additional) interest charged for late repayment in bold in the loan agreement. The Company would furnish a copy of the loan agreement in the language as understood by the borrower along with a copy each of all enclosures quoted in the loan agreement at the time of disbursement of the Loan.

As a measure of customer protection and also in order to bring in uniformity with regard to prepayment of various loans by borrowers, the company shall not charge foreclosure charges/ pre-payment penalties on all floating rate term loans sanctioned to individual borrowers.

Enclosures to the loan agreement given to the customer will contain the terms & conditions of the loan and interest rate.

### **Disbursement of loans including changes in terms and conditions**

#### **General**

The Company would not cause interference in the affairs of the borrowers except for what is provided in the terms and conditions of the loan agreement (unless new information, not earlier disclosed by the borrower, has come to the notice of the Company).

In case of receipt of request received in writing for transfer of borrowal account, either from the borrower or from a bank/financial institution, 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 will be as per transparent contractual terms in consonance with law.

The Company would not discriminate in the matter of lending. However, this does not preclude the Company from participating in credit-linked schemes framed for weaker sections of the society.

In the matter of recovery of loans, the Company would adopt legally valid processes and not resort to undue harassment or use of force viz., persistently bothering the borrowers at odd hours, use of muscle power for recovery of loans, etc., The Company shall adequately train the collection executives and other staff to deal with the borrowers in an appropriate manner.

Decision to recall / accelerate payment or performance under the agreement shall be in consonance with the loan agreement.

The Company shall release all securities on repayment of all dues or on realisation of the outstanding amount of loan subject to any legitimate right or lien for any other claim they 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.

## **Grievance Redressal Mechanism**

Customers who wish to provide feedback or send in their complaint may use the following channels between 10.30.a.m. to 5.00 p.m. from Monday to Friday

- Contact at our office at 022- 3021 3333
- Email us at [thacker@thacker.co.in](mailto:thacker@thacker.co.in) or
- write to us at

Priya Nair  
Grievance Redressal Officer  
Thacker And Company Limited – Customer Service Cell,  
Jatia Chambers, 60, Dr. V.B.Gandhi Marg, Mumbai – 400 001

The Mechanism shall ensure that all disputes arising out of the decisions of the Company's functionaries are heard and disposed of at least at the next higher level

A consolidated report of such reviews shall be submitted to the Board at regular intervals, as may be prescribed by it.

The Board of Directors shall 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.

Display on Website - If the complaint / dispute is not redressed within a period of one month, the customer may appeal to the Officer-in-Charge of the Regional Office of Department of Non-Banking Supervision of the Bank (with complete contact details), under whose jurisdiction the registered office of the applicable NBFC falls.

### **Review of the Fair Practices Code and Grievance Redressal Mechanism.**

The Fair Practices Code shall be reviewed at such frequency as may be determined by the Board of Directors.

The Board of Directors shall also provide for periodical review of functioning of Grievance Redressal Mechanism.

The Board of the Company shall lay out appropriate internal principles and procedures in determining interest rates and processing and other charges. In this regard the guidelines indicated in the Fair Practices Code about transparency in respect of terms and conditions of the loans are to be kept in view.

Fair Practices Code shall be displayed on the website of the Company.