

Fair Practices Code

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In terms of the Guidelines on Fair Practices Code issued by the Reserve Bank of India (**"RBI"**) vide 'Non- Banking Financial Company - Housing Finance Company (Reserve Bank) Directions, 2021' dated 17 February, 2021 (**"RBI HFC Directions"**) as amended from time to time and other relevant applicable circulars issued by the RBI / NHB, the Fair Practices Code has been formulated, duly approved and reviewed by the Board of Directors of Truhome Finance Limited (**the "Company" / "Truhome Finance"**) and the same is enumerated below. This Code shall apply to all the products and services of the Company.

• **OBJECTIVES:**

- To promote good and fair practices in dealing with the customers.
- To provide transparency in the transactions between Truhome Finance and the customers, so that the customer can have an understanding of what he/she can reasonably expect of the services, from Truhome Finance.
- To encourage market forces through competition, to achieve higher operating standards.
- To promote "fair and cordial relations", between customer and Truhome Finance
- To foster confidence in housing finance system.

• **FAIR & TRANSPARENT DEALINGS:**

Truhome Finance shall act fairly and reasonably in all dealings with the customers by ensuring the following:

- Truhome Finance shall meet the commitments made and standards as per NHB'S guidelines on Fair Practices Code for the products and services that are being offered to the customers.
- The staff shall follow the procedures and practices as laid down by Truhome Finance.
- The products and services of Truhome Finance shall meet the relevant laws and regulation in letter and spirit.
- The dealings of Truhome Finance with the customers shall be based on ethical principles of "integrity and transparency"
- Truhome Finance shall inform the guarantors of their obligations, liabilities and circumstances in which they will be called upon to pay the dues of the customer/borrower and consequences of dishonour thereof, including the circumstances wherein they may be treated as defaulters / wilful defaulters.

• **RESPONSIBILITY OF THE BOARD OF DIRECTORS OF THE COMPANY ("BOARD"):**

- Truhome Finance with approval of the Board of Directors shall lay down the appropriate grievance redressal mechanism, as required under the RBI HFC Directions, to resolve complaints and grievances.
- Truhome Finance shall ensure that there is periodical review of the compliance of the Fair Practices Code and the functioning of the grievance redressal mechanism at various levels of management.

• **ADVERTISING, MARKETING AND SALES:**

Truhome Finance shall ensure that:

- All advertising and promotional materials are clear and do not mislead the customers.
- In any advertising through media and or promotional literature, wherever reference to interest rate is stated, reference shall also be given on the other fees and charges as applicable & full details of relevant terms & Conditions are made available on request.
- Truhome Finance shall ensure to provide the information on interest rates, fees and charges through
 - Notices displayed at Branch premises.
 - Telephone or help lines.
 - Company's website.
 - Designated staff/help desk
 - Providing service guide/tariff schedule.

- Truhome Finance shall ensure that the "third parties engaged" for providing support services shall handle customer personal information (if any available to such third parties) with the same degree of confidentiality and security as Truhome Finance would.
- Truhome Finance shall from time to time communicate to customers various features of the products availed by them. Information about the new products/other products/services shall be conveyed to the customers, only if the customer had given his/her consent to receive such information/services either by mail or by registering the same on customer mobile/and landline number.
- Truhome Finance shall prescribe a code of conduct for "direct selling agencies" (DSA) if their services are engaged/ availed in marketing products services, to identify themselves when they approach the customer for selling the products personally or through phone.
- In the event of receipt of any complaint from the customer that Truhome Finance representative(s)/courier/DSA had engaged in any improper conduct or acted in violation of this code, appropriate steps shall be taken to investigate and to handle the complaints(s)

- **LOANS:**

- **: APPLICATIONS:**

- Truhome Finance has included all the necessary information that is needed in the application form, which may affect the interest of the borrower. The data required in the application form, shall enable the applicant(s) to compare the terms and conditions offered by Truhome Finance with other housing finance institutions, so that the customer is in a position to take his/her decision independently.
- Digitization has taken center stage at Truhome Finance and in our endeavor to move towards paper-less processing, we have introduced 'Digital Loan Application' process wherein upon submission of a digital application form, the customer receives an acknowledgement through an electronic message sent to his/her registered mobile number. Furthermore, the terms and conditions, relevant declarations and undertakings as applicable are explicitly signed

- **: PROCESSING OF APPLICATION FORM & TERMS AND CONDITIONS:**

- In the normal course, all the information that is needed is collected from the applicant at the time of submission of application form. The customer shall be informed at the time of accepting the application form, that the branch shall contact him/her again immediately, in case additional information is needed /required.
- Truhome Finance shall issue to the applicants the Sanction Letter, conveying there in the "Terms and Conditions" of sanction/approval. The sanction letter indicates the loan amount approved, tenure, rate of interest, mode of rest, overdue interest charges, amount of processing fee received & balance payable, principal security and/or collateral security, guarantor (wherever applicable), special conditions and other terms of sanction. If the applicant accepts for the terms and conditions stated in the sanction letter, then he/she should sign on the sanction letter with date, as acceptance of the sanction letter.
- Truhome Finance shall 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 or after disbursement of loans.

• **: REJECTION OF LOAN:**

Truhome Finance shall intimate the applicant in writing, about his/her rejection of loan, in case the applicant does not meet the requirements/norms of Truhome Finance.

• **: DISBURSEMENT OF LOAN:**

- Disbursement shall be made in accordance with the terms and conditions stated in the "schedule" of the loan agreement.
- Truhome Finance shall give notice to the borrower of any change in the terms and conditions. Suitable condition in this regard is incorporated in the loan agreement.
- If the changes made in 5-4-(b) are disadvantage to the customer, he/she may within 60 days & without notice close his /her loan account or switch it without paying any extra charges or interest
- Decision of Truhome Finance to recall the advance or accelerate the payment or performance under the agreement of seeking additional securities shall be in consonance with the loan agreement.

• **RELEASE OF SECURITIES/ TITLE DOCUMENTS:**

- Truhome Finance shall release all the securities charged to Truhome Finance upon repayment of all dues, subject to right or lien for any other claim/guarantee, which

is outstanding against the borrower, Truhome Finance shall give notice to the borrower if right of lien is proposed to be exercised of Truhome Finance is entitled to retain the securities till the relevant claim is settled of paid.

- Truhome Finance shall release all original property/ title documents submitted by a borrower/ security provider to Truhome Finance for creation of security interest and take actions/ file charge satisfaction form with relevant registry to remove charges registered within a period of 30 days after full repayment/ settlement of the loan account.
- In case of delay in releasing of original property/ title documents or failing to file charge satisfaction form with relevant registry beyond 30 days after full repayment/ settlement of loan, Truhome Finance shall communicate to the borrower reasons for such delay. In case where the delay is attributable Truhome Finance, it shall compensate the borrower at the rate of ₹5,000/- for each day of delay.
- In case of loss/ damage to original property/ title documents, either in part or in full, Truhome Finance shall assist the borrower in obtaining duplicate/ certified copies of the property documents and shall bear the associated costs. However, in case of delay in such instances, an additional time of 30 days will be available to Truhome Finance to complete this procedure and the above referred delayed period penalty would be calculated thereafter (i.e., after a total period of 60 days).
- A borrower shall be given the option of collecting original property/ title documents either from the Truhome Finance branch where the loan account was serviced or any other office of Truhome Finance where the documents are available, as per the borrower's preference.
- In order to address the contingent event of demise of the sole borrower or joint borrowers, Truhome Finance shall have a well laid out procedure for return of original property/ title documents to the legal heirs which shall be displayed on the website of the Company.

• **INFORMATION ON RATE OF INTEREST AND PENAL INTEREST**

- Truhome Finance, with the approval of its Board or the committee/ authority to which the Board has delegated such powers, has adopted appropriate internal policy for determining interest rates and processing fee, overdue interest charges and other fee/ charges etc. It has defined an interest rate model taking into account relevant factors such as average cost of funds, operating cost, capital charge, credit loss etc.

- The benchmark Floating Reference Rate, range of rate of interest and the approach for gradation of risks, and overdue interest charge applicable shall also be made available by Truhome Finance on its website. The information published on the website shall be updated whenever there is a change in the rates of interest.
- In the case of a loan at a floating rate of interest, the applicable rate of interest may get revised upward or downward, from time to time, as per the terms and conditions mentioned in the loan agreement. Such revision may lead 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 through appropriate channels.
- At the time of reset of the floating rate of interest, Truhome Finance shall provide an option to an applicable borrower to switch over to a fixed rate, which shall be subject to internal policy parameters adopted by Truhome Finance.
- In case of floating rate, the rate of interest on the loan will be revised/ reset with revision in the company's Prime Lending Rate (Truhome Finance PLR). Any revision in Truhome Finance PLR will be notified to the Borrower via letter/ branch notification/ website/ email/ electronic message. The impact of change in ROI shall be given on loan tenor or EMI or both as the case may be depending upon the repayment capacity.

Borrower will have option to switch from floating to fixed. Following are the various impacts due to rate reset:

- Revision in tenor with EMI constant
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 - Revision in tenor and EMI.
- Truhome Finance shall ensure that the elongation of tenor in case of floating rate loan does not result in negative amortization.
- The rate of interest shall be annualized rate so that the borrower is aware of the exact rates that would be charged to the account.
- Instalments collected from borrowers shall clearly indicate the bifurcation between interest and principal.
- **GUARANTOR:**

When a person is considering to be a guarantor to a loan, he/she shall be informed by authorized officers of Truhome Finance Branch about:

- His/her liability as guarantor.
- The amount of liability he/she will be committing himself/herself to Truhome Finance
- Circumstances under which the Truhome Finance will call on him/her to pay up the borrower's liability.
- Whether Truhome Finance has recourse to his/her other monies in Truhome Finance, if he/she fail to pay up as a guarantor.
- Whether his/her liabilities as a guarantor are limited to a specific quantum or they are unlimited.
- Time & circumstances in which his/her liabilities as guarantor will be discharged as also the manner in which Truhome Finance shall notify him/her about this.
- When a default is made in making repayment by the principal debtor, Truhome Finance shall proceed against the guarantor / surety even without exhausting the remedies against the principal debtor.
- In case the guarantor refuses to comply with the demand made by Truhome Finance, despite having sufficient means to make payment of the dues, such guarantor would also be treated as a wilful defaulter.
- When a wilful default has been made by a single borrowing company in a group, in cases where guarantees furnished by the companies in the same Group on behalf of the wilfully defaulting units are not honored when invoked, such companies in the same group shall also be reckoned as wilful defaulters.
- The borrowing company should not induct on its board a person whose name appears in the list of Wilful Defaulters and that in case, such a person is found to be on its board, it would take expeditious and effective steps for removal of the person from its board and the mechanism for such process shall be transparent.

• **PRIVACY AND CONFIDENTIALITY:**

All the information of the customers shall be treated as private and confidential. Truhome Finance shall not reveal information or data relating to customer accounts, whether provided by the customers or otherwise, to anyone, including other companies, entities, in their group other than in the following exceptional cases.

- If the information is required to be provided as per law of the country.
- If there is a duty towards the public to reveal the information.
- If the Truhome Finance interests require them to give the information to prevent frauds.
- With the permission of the customer or if the customer asks Truhome Finance to reveal the information.
- If Truhome Finance is asked to give reference about the customer, Truhome Finance may provide the information on the basis of borrower's written consent executed in the loan agreement.

- Truhome Finance shall not use customer's personal information for marketing purposes, unless the customer specifically authorises them to do so.
- **CREDIT REFERENCE AGENCIES:**
 - Truhome Finance in terms of the loan agreement executed by the borrower shall pass his/her account details to credit bureau and or other institutions in this regard
 - Truhome Finance shall furnish the information to the credit reference agencies regarding the outstanding loans the borrower owes them if
 - The customer is irregular with his/her payments or EMIS/PEMIS are in arrears; and
 - The customer has not responded to Truhome Finance formal recall/demand of the loan.
- **COLLECTION OF DUES:**
 - Truhome Finance shall inform the customer at the time of execution of loan documents, the repayment terms and conditions provided in the annexure to the loan agreement. In case, the customer does not adhere to the repayment schedule as per loan agreement, Truhome Finance shall remind the borrower by way of notice or by personal visits, of his/her obligation to pay the arrears or possession of the security.
 - Truhome Finance shall always provide the customer the information regarding dues and shall endeavour to give sufficient notice for payment of dues, The staff representing Truhome Finance while on field duty for collection of over dues/arrears, or taking possession of security, shall identify his/her identity, as a matter of courtesy and fair treatment in building customer confidence. If need they shall display his/her identity card, issued by Truhome Finance.
 - The staff of Truhome Finance authorised for collections and/or possession of security shall follow the following guidelines:
 - I. Customers shall 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/her residence at the place of business/occupation.
 - The staff of Truhome Finance shall identify themselves: whenever/wherever they meet the customer for collections.
 - The staff of Truhome Finance shall respect the customer's privacy.
 - The interaction by the staff of Truhome Finance shall be in a civil manner.
 - The representatives of Truhome Finance shall contact the customers between 08:00 hours to 19:00 hours, unless the circumstances of the customers business or occupation require otherwise.
 - Customer's request to avoid call at a particular time or at a particular place shall be honoured as far as possible.

- Time and number of calls and contents of conversation as far as possible would be documented.
- All assistance shall be given to resolve disputes or differences regarding dues mutually acceptable and in an orderly manner.
- The staff of Truhome Finance and their representatives shall maintain decency and decorum, while visiting the customer's place for collections.
- Calls /visits for collection of dues shall be avoided under the circumstances of bereavement in the family or such other calamitous occasions.

• **COMPLAINTS AND GRIVANCES:**

- Truhome Finance shall adopt the system of receiving, registering and disposal of complaints and grievances at all its branches and offices. Branches are advised to maintain the following registers for registering the complaints.
- **BORROWERS:**

S.R. NO .	DATE OF COMPLAIN T	NAME OF CUSTOME R	TYPE OF COMPLAIN T	ACTIO N TAKEN	DATE CLOSUR E

- Customers shall be informed of the details of Truhome Finance 's procedure for handling complaints fairly and quickly.
- The customer shall be informed of the procedure for making a complaint and the mechanism of redressal.
- If a complaint is received form a customer, in writing, Truhome Finance shall endeavour to send him/her the acknowledgment /response within a week. If the complaint is relayed over phone, Truhome Finance shall provide the customer a complaint reference number and shall be informed of the progress within reasonable period of time.
- Truhome Finance shall send the final response to the customer, or explain why it needs more time to respond and shall endeavour to reply within one month of receipt of complaint.
- Truhome Finance shall publish its grievance redressal procedure on its website, such disclosure shall also display escalation channel to the National Housing Bank ("NHB"), in case the complainant does not receive response from the Company within a period of one month or is dissatisfied with the response received

• **GENERAL: Truhome Finance shall verify the customer's information:**

- Verify the details stated by the customer in his/her loan application form by telephonic verification or through field investigation at his/her residence, and/or business and/ or physically visiting his/her residence and or business address through their staff or agencies appointed for this purpose, if deemed necessary.
 - The customer shall be informed to co-operate, if Truhome Finance needs to investigate a transaction, on customers account and with the police/other investigative agencies, if Truhome Finance needs to involve them.
 - Truhome Finance shall advise the customer that if the customer acts fraudulently, he/she will be responsible for all losses on his/her account and that if the customer acts without reasonable care and this causes losses, the customer may be responsible for the same.
 - Truhome Finance shall give information of their products and services in any one or more of the following languages: English/Hindi or the appropriate local language.
 - Truhome Finance shall not discriminate on grounds of sex, caste and religion in the matter of lending. Further Truhome Finance 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 Truhome Finance from instituting or participating in schemes framed for different sections of the society.
 - In case of receipt of request from the borrower for transfer of the loan account, the consent or otherwise i.e. objection of the Company, if any, shall be conveyed within 21 days from the date of receipt of request. Such transfer shall be transparent in accordance with the terms and conditions of the loan, in consonance with the applicable laws.
- **TO PUBLICISE THE CODE TRUHOME FINANCE shall**
- Make available this code on request either over the counter or by electronic communication or mail.
 - Make available this code at every branch and on website.
 - Truhome Finance shall ensure that its staff is trained to provide relevant information about the code and to put the code in to practice.