

Fair Practices Code for Lenders

We will abide by the following fair practices code with respect to our lending activities to provide financial solutions in a transparent and fair manner.

A. Application processing:

- We will provide comprehensive information about fees and charges including refundable/non-refundable fees, any other material information so that a meaningful comparison with that of other banks can be made and informed decision can be taken by the borrower.
- All loans applications will have an acknowledgement indicating the application process timelines is provided to the borrowers for the customer to easily track the application. The customer can use his/her mobile number to track the application through any of our channels. In case of loans to non-individual borrowers (particularly large borrowers and corporates) where the credit proposals are originated through detailed interaction with the borrowers, an application/ acknowledgement process may not be followed, however requests from the borrower would be obtained for availing the facility.
- Borrowers can contact the bank's various channels (Branch, Phone banking, etc.) for any enquires with respect to loan processing.
- The Bank would ordinarily verify the loan applications/requests received within two months from the date of receipt of loan applications/requests. Bank will inform the borrowers within a reasonable time with respect to delay in the application processing. If additional details /documents are required, we will intimate the borrowers immediately. The Bank will convey in writing the decision (approval/rejection) of the loan application/request within 2 months from the date of submission of all information by the customer required by the Bank for processing the loan application/request along with the reasons. The same will be communicated on customer's contact details (e-mail/mobile number) provided at the time of application.

B. Loan appraisal and terms and conditions:

- We will ensure fair and proper assessment of borrower loan application. Bank's credit policies and procedures and relevant regulatory guidelines will guide the credit assessment.
- Availability of adequate margin and security will not be a substitute for due diligence on the creditworthiness of the borrower.
- We will provide the borrower in writing, detailing particulars of amount sanctioned and the terms and conditions and obtain borrower acceptance of the same prior to loan disbursement.
- We will provide copies of agreement and terms & conditions executed by the borrower at our cost post the loan disbursement.
- The sanction letter / loan agreement will clearly state that the credit facilities will be extended solely at the discretion of the Bank. These may include approval or disallowance of facilities, such as:
 - Drawings beyond the drawing power / sanctioned limits.
 - Honouring of cheques issued for the purpose other than specifically stipulated in the sanction.

- ▶ Disallowing drawings in an account once it is classified as NPA or on account of non-compliance with the terms of sanction.
- Meeting further requirements of the borrower on account of growth in business will be subject to proper review of the credit limits.
- In the case of lending under consortium arrangement, we would actively liaise with other lenders for priority completion of credit appraisal in a time bound manner to the extent feasible, and communicate its decisions on financing or otherwise within a reasonable time, in co-ordination with other members of the consortium.

C. Disbursements of loans including changes in terms and conditions:

- We will ensure timely disbursement of loans sanctioned in conformity with the terms and conditions governing such sanction.
- We will inform borrower of the changes in terms and conditions before effecting the changes.
- We will inform borrower any changes in the interest rate and the same will be effected prospectively after giving due notice to the customer. We will also display the base rate / MCLR (as applicable) of the Bank on our website and any revisions on the same from time to time.

D. Post disbursement supervision:

- We would carry out post-disbursement supervision in accordance with our credit policy, sanction terms and any other prevailing regulatory guidelines.
- We will issue notices to the borrowers well in advance in case if we decide to recall/ accelerate payment or performance under the agreement or seek additional securities.
- We would release all securities, in a reasonable period, on receiving payment of loan or realisation of loan subject to any legitimate right or lien for any other claim that we may have against borrowers. If such right of set off is to be exercised, borrowers shall be given notice about the same with full particulars about the remaining claims and the provisions under which the bank is entitled to retain the securities till the relevant claim is settled/paid.

E. Others:

- We will not interfere in the affairs of the borrowers except where provided for in the terms and conditions of the loan sanction documents/loan agreement.
- However we will take appropriate measures/steps if it comes to our notice that the borrower has withheld material information with respect to the credit facility to protect our interest.
- We will not discriminate on grounds of sex, caste and religion in the matter of lending. However, this does not preclude us from participating in credit-linked schemes framed for weaker sections of the society.
- In the matter of recovery of loans, the Bank shall not resort to undue harassment such as persistently bothering the borrowers at odd hours and use of muscle power.

- We will convey our consent or otherwise within 21 days of receipt of a request for transfer of the borrower account, either from the borrower or from the bank / financial institution that proposes to take over the account.
- Also that the Bank shall be responsible for any inappropriate behavior by its or BC's employees and shall provide timely grievance redressal.

F. Grievance Redressal Mechanism:

- The process will be as per the IDFC FIRST Bank Grievance Redressal Policy.

G. Microfinance Borrowers

Over an above the general fair practice code applicable to all borrowers of the Bank, below mentioned codes will be explicitly applicable to Microfinance Borrowers:

1. The FPC (Fair Practice Code) will be displayed in vernacular language in all branch premises. The rate of interest applicable and grievance redressal mechanism will be displayed in all branch premises in vernacular language and on the company website.
2. The procedure for application of Loan and disbursement procedure will be adequately simple and the pre- determined time structure will be adhered to. Disclosures, in vernacular language of the borrower, by way of the Loan Agreement/Application Form shall include all terms and conditions of the loan, the pricing of the loan such as the interest charge, the processing charge and the insurance premium applicable. There will be no penalty charged on prepayment or Security Deposit / Margin collected from the borrower. The Loan Card/Repayment Schedule shall reflect the details as specified in the Micro Finance (Reserve Bank) Directions, 2022 including the loan pricing, applicable charges and loan terms.
3. Non- Coercive Methods of Recovery:
 - a. Recovery shall be made only at a central designated place. Field staff shall be allowed to make recovery at the place of residence or work of the borrower only if borrower fails to appear at designated/central designated place on two or more successive occasions.
 - b. The procedure as provided in the manuals read together with Fair Practice Code covers the Code of Conduct by field staff Field staff will have appropriate behavior towards borrowers without adopting any abusive or coercive debt collection / recovery practices.