

FAIR PRACTICES CODE (FPC)

(For Base Layer NBFC – Investment and Credit Company)

1. Preamble

This Fair Practices Code (“Code”) is framed in accordance with the applicable directions and circulars issued by the **Reserve Bank of India (RBI)**, including:

- Reserve Bank of India (RBI) Master Direction – **Non-Banking Financial Company – Scale Based Regulation (SBR)**
- RBI guidelines on **Fair Practices Code for NBFCs**
- Integrated Ombudsman Scheme, 2021.
- Other applicable RBI instructions issued from time to time

This Code lays down the principles and standards to be followed by **THIRUKOCHI FINCAP PRIVATE LIMITED** (“the Company”) while dealing with its customers, ensuring **transparency, fairness, ethical conduct, and customer protection.**

The Code shall apply to **all lending activities, products, offices, branches, employees, agents, and outsourced service providers** of the Company.

2. Objectives of the Code

The objectives of this Code are to:

- Ensure **fair, transparent, and ethical practices** while dealing with customers
- Enable customers to make **informed financial decisions**
- Promote **responsible lending** and customer protection
- Establish an **effective grievance redressal mechanism**
- Ensure compliance with RBI regulations applicable to **NBFC-Base Layer**

3. Applicability

This Code shall apply to the following broad areas:

1. Loan application and processing
2. Loan appraisal and sanction
3. Loan agreement and terms & conditions
4. Disbursement of loans
5. Interest rates and charges
6. Recovery and collection practices
7. Confidentiality of customer information
8. Grievance redressal mechanism
9. General conduct

4. Loan Application and Processing

a) All communications to the borrower shall be in the vernacular language or in a language as understood by the borrower.

b). Loan application forms shall include necessary information which affects the interest of the borrower, so that a meaningful comparison with the terms and conditions offered by other NBFCs can be made and informed decision can be taken by the borrower. The loan application form indicates the documents required to be submitted along with the application form. It shall also specify the charges payable by the borrower for availing of the loan and also during the currency of the loan till its closure.

c) If any additional documents / information is required from the customer it shall be communicated to the customer immediately and in one stretch.

d). The Company shall provide acknowledgement for receipt of all loan applications through SMS in the registered mobile number of the applicant. The acknowledgement includes the time frame within which loan applications will be disposed.

e) The Company shall provide a Key Fact Statement (KFS) to the borrower in the standardized format prescribed by RBI.

f) If the company cannot provide the loan to the customer, it shall be communicated to the customer. In case customer demands in writing the reason for rejection, it shall be provided in writing

5. Loan Appraisal and Sanction

a) The Company shall follow a **transparent and objective credit appraisal process** based on borrower's repayment capacity.

b) The sanction letter shall clearly mention:

- Loan amount sanctioned
- Rate of interest (annualised)
- Method of interest calculation
- Tenure
- Repayment schedule
- Penal charges (if applicable)

c) The terms and conditions accepted by the borrower shall be **documented and preserved**.

d) The Company shall provide a Key Fact Statement (KFS) to the borrower in the standardized format prescribed by RBI.

e) The Company shall convey in writing to the borrower in the vernacular language or in a language as understood by the borrower, by means of sanction letter, the amount of loan sanctioned along with the terms and conditions including annualized rate of interest, all other charges payable either upfront or during the tenure of the loan till its closure, the method of application thereof and shall keep on record the acceptance of these terms and conditions by the borrower.

f). The loan agreement shall also contain a clause for charging the penal interest, if any, for late repayment in bold.

g). The Company shall ensure that a copy of the loan agreement along with a copy each of all enclosures quoted in the loan agreement is handed over to the borrower at the time of sanction/disbursement of the loan.

6. Loan Agreement and Disbursement

a) The Company shall execute a **loan agreement** with the borrower.

b) A copy of the executed loan agreement and sanction letter shall be **provided to the borrower**.

c) Disbursement of loans shall be made only after completion of all formalities and acceptance of terms by the borrower.

7. Processing Charges

The Company may levy processing charges, administrative fees, or other upfront charges in connection with sanction, renewal, restructuring, or enhancement of credit facilities, as applicable.

All such charges shall be **reasonable, non-discriminatory, and proportionate** to the cost of processing the loan. The applicable processing charges shall be **clearly disclosed upfront** to the borrower in the loan application form, sanction letter, and Key Fact Statement (KFS), wherever applicable.

Processing charges shall **not be refundable**, except where otherwise specifically provided in the loan agreement or in case the loan is not sanctioned due to reasons attributable to the Company.

No hidden charges shall be levied, and any change in the processing charges shall be duly communicated to the borrowers in advance through appropriate means, including the Company's website or written communication.

8. Changes in Terms and Conditions

1. The Company shall give notice to the borrower of any change in the terms and conditions including disbursement schedule, interest rates, service charges, prepayment charges, etc.

2. Any changes in interest rates and charges shall be effected only prospectively. The loan agreement shall contain the necessary provisions in this regard.

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

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

Company shall have against the borrower. If the 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 the company is entitled to retain the securities till the relevant claim is settled/paid.

9. Interest Rates, Penal Charges and Fees

a) The Company shall adopt a **Board-approved interest rate policy** considering:

- Cost of funds
- Operating costs
- Risk premium
- Borrower profile

b) The Company shall frame appropriate internal principles and procedures for determining the interest rates and processing and other charges, if any, and also to ensure that they are not excessive. The Company shall, at the time of disbursement, ensure that the interest rate and other charges, if any, on loan and advances are in strict adherence to above referred internal principles and procedures.

c) **Penal charges**, if any, shall be reasonable, transparent, and disclosed upfront, which shall not be capitalised or compounded.

c) No hidden charges shall be levied on the borrower.

10. Recovery and Collection Practices

The Company shall follow **ethical, professional, and lawful recovery practices** and shall not resort to any **harassment, coercion, or intimidation**, either verbal or physical, while undertaking recovery of dues.

Recovery efforts shall be conducted **only during reasonable hours**, normally between **08:00 a.m. and 07:00 p.m.**, unless otherwise agreed with the borrower or required under exceptional circumstances.

The Company shall ensure that its employees and authorized recovery agents:

- Identify themselves clearly and carry valid authorization/identity cards.
- Treat borrowers with **dignity and respect**.
- Maintain **borrower confidentiality** and avoid discussing loan details with unauthorized persons.
- Refrain from using **abusive language, threats, or unfair practices**.

Recovery actions shall be taken strictly in accordance with the **terms and conditions of the loan agreement** and applicable laws, including guidelines issued by the **Reserve Bank of India (RBI)** from time to time.

The Company shall have a **mechanism for lodging complaints** against recovery-related misconduct by its staff or recovery agents. Such complaints shall be **promptly examined and appropriately addressed** under the Company's Grievance Redressal Mechanism.

In case of engagement of recovery agents, the Company shall ensure due diligence, proper training, and periodic review of their conduct to ensure adherence to this Fair Practices Code and RBI guidelines.

11. Foreclosure / Prepayment of Gold Loans

The borrower shall be permitted to **foreclose or prepay the gold loan, either in part or in full, at any time** during the tenure of the loan, subject to the terms and conditions mentioned in the loan agreement.

The Company shall **not levy any foreclosure or prepayment charges** on gold loans, unless expressly disclosed upfront in the sanction letter, loan agreement, and Key Fact Statement (KFS), wherever applicable.

Upon full repayment of all dues, including principal, interest, and applicable charges, the Company shall **promptly release the pledged gold ornaments** to the borrower or their authorized representative, after due verification.

12. Foreclosure, Prepayment and Settlement of other than gold loans

a) The Company shall not charge **foreclosure or prepayment penalties** where prohibited by RBI guidelines.

b) Upon full repayment, all documents shall be **released promptly**.

c) No-dues certificates shall be issued within the prescribed timeframe.

13. Confidentiality of Customer Information

The Company shall treat all customer information as **confidential** and shall not disclose such information to any third party, except with the **express consent of the customer** or where such disclosure is required under **law, regulation, or regulatory guidelines**, including directions issued by the Reserve Bank of India (RBI).

Customer information may be shared with:

- Credit information companies (CICs) and other statutory or regulatory authorities;
- Service providers, agents, or recovery agencies engaged by the Company for lawful purposes related to loan servicing, recovery, or administration, subject to appropriate confidentiality obligations;
- Any other person or entity as required for enforcement of contractual rights or compliance with applicable laws.

The Company shall ensure that customer data is used **only for legitimate business purposes**, is protected against unauthorized access, misuse, or loss, and is handled in accordance with applicable **data protection and privacy laws** and RBI guidelines.

The Company shall not use customer information for **cross-selling or marketing purposes** without obtaining the customer's prior consent.

The obligation of confidentiality shall continue to apply even after the borrower relationship has ended, except where disclosure is permitted or required by law.

14. Grievance Redressal Mechanism

The Company has established a **Grievance Redressal Mechanism (GRM)** to address customer complaints and grievances in a **timely, transparent, and fair manner**.

Customers may lodge their complaints or grievances through the following channels:

- In writing at the Company's registered office or branch offices;
- Through email at the designated grievance redressal email address;
- Through any other communication channel as may be notified by the Company from time to time.

The Company shall acknowledge receipt of the complaint and shall endeavor to **resolve the grievance within a reasonable time**, not exceeding **30 days** from the date of receipt of the complaint.

If the complaint is not resolved to the satisfaction of the customer within the stipulated time, or if the customer does not receive a response, the customer may escalate the grievance to the Company's **Grievance Redressal Officer (GRO)**, whose name, designation, contact details, and address shall be displayed at the Company's branches and on its website.

In case the grievance remains unresolved even after escalation to the GRO, the customer may approach the **Reserve Bank of India – Integrated Ombudsman Scheme**, in accordance with the applicable RBI guidelines.

The Company shall maintain a record of complaints received and their resolution status and shall periodically review the functioning of the Grievance Redressal Mechanism to ensure its effectiveness.

Level 1 – If you have any complaint/grievance, kindly contact

Grievance Redressal Officer (GRO):

Name: Ms Angel T A

Designation: Nodal Officer

**Address: 55/745 FIRST FLOOR 1ST CROSS ROAD, PANAMPILLY NAGAR
COCHIN Ernakulam 682036.**

Email: angel@thiru-kochi.com

Phone: +917012077035

a) All complaints shall be **acknowledged promptly**, preferably within **3 working days** of receipt.

b) The Company shall endeavor to resolve complaints **within 30 days** from the date of receipt.

c) If additional time is required, the customer shall be informed of the reasons for delay.

Level 2- If you desire to escalate your complaint/grievance to senior level, please write to

Name: Mr Geevar P Abraham

Designation: Managing Director

**Address: 55/745 FIRST FLOOR 1ST CROSS ROAD, PANAMPILLY NAGAR
COCHIN Ernakulam 682036.**

Email: geevargoodlife@gmail.com

Phone: 9895655111

Level 3 – RBI Ombudsman (RBI Integrated Ombudsman Scheme, 2021)

“In case the complaint is not resolved within 30 days or the complainant is not satisfied with the resolution, the customer may lodge a complaint with the **Reserve Bank of India under the Integrated Ombudsman Scheme, 2021 through the Complaint Management System (CMS) portal.**”

OR customer may lodge a complaint with:

General Manager

Reserve Bank of India

10/3/8, Nrupthunga Road

Bengaluru-560 001

Telephone: 080- 22180397

crpc@rbi.org.in

15. Display and Transparency

The Company shall ensure **adequate transparency and disclosure** of all information relevant to customers to enable them to make informed decisions.

The following information shall be **prominently displayed** at the Company’s branches/business premises and on its website, wherever applicable:

- Fair Practices Code of the Company
- Interest rates, annualized percentage rate (APR), and method of application thereof
- Processing charges, prepayment / foreclosure charges, and other applicable fees
- Penal charges and conditions for levy thereof
- Key terms and conditions of loan products
- Details of the **Grievance Redressal Mechanism**, including the name, designation, and contact details of the **Grievance Redressal Officer (GRO) / Nodal Officer**
- Contact details of the **RBI Integrated Ombudsman Scheme**

The Company shall provide borrowers with **clear and understandable loan documentation**, including the loan agreement, sanction letter, and Key Fact Statement (KFS), wherever applicable, indicating all material terms and conditions.

Any changes in interest rates, charges, or material terms and conditions shall be **communicated to customers in advance** through appropriate channels such as written communication, electronic means, or website updates.

The Company shall ensure that all disclosures are made in **simple language**, are **easily accessible**, and are **not misleading**.

16. Training and Awareness

The Company shall ensure that its employees, officers, and authorized agents are **adequately trained and sensitized** on the principles of this Fair Practices Code and applicable **Reserve Bank of India (RBI) guidelines**.

Regular training and awareness programs shall be conducted to:

- Promote **ethical conduct**, professionalism, and customer-centric behavior;
- Ensure fair, transparent, and non-coercive **sales, recovery, and collection practices**;
- Familiarize staff with **grievance redressal procedures**, customer rights, and confidentiality obligations;
- Enhance understanding of regulatory requirements, including those relating to **interest rates, charges, disclosure norms, and customer protection**.

The Company shall take appropriate steps to ensure that **recovery agents and outsourced service providers**, wherever engaged, are also trained and comply with the standards laid down in this Fair Practices Code.

The effectiveness of training programs shall be **periodically reviewed**, and necessary corrective measures shall be taken to address any gaps identified.

17. Review and Amendment

This Fair Practices Code shall be **reviewed periodically**, at least **once every year**, or earlier if required due to changes in **applicable laws, RBI guidelines, regulatory instructions, or business practices**.

Any modification or revision to the Fair Practices Code shall be placed before the **Board of Directors** for approval. The updated Fair Practices Code shall be **promptly disseminated** to relevant stakeholders and displayed on the Company's website and at its branches, wherever applicable.

18. Approval

This FAIR PRACTICES CODE (FPC) has been approved by the **Board of Directors of THIRUKOCHI FINCAP PRIVATE LIMITED** at its meeting held on **16/02/2026**

Effective Date: 16/02/2026