

**L&T Infra Credit limited
(Earlier known as L&T Infra Debt Fund Limited)**

FAIR PRACTICES CODE

TABLE OF CONTENTS

INTRODUCTION **3**

FAIR PRACTICES CODE **3**

1. Applications for loans and their processing..... 7

2. Loan Appraisal and Terms/Conditions..... 7

3. Disbursement of Loans including Changes in Terms and Conditions 7

4. General 7

5. Grievance Redressal Officer..... 7

6. Wide Dissemination and Periodic Review..... 7

INTRODUCTION

Master Direction - Non-Banking Financial Company - Systemically Important Non-Deposit taking Company and Deposit taking Company (Reserve Bank) Directions, 2016 as amended from time to time, prescribed broad guidelines on fair practices that are to be framed and approved by the Board of Directors of all Non-Banking Financial Companies

The Fair Practices Code is aimed to provide to the customers effective overview of practices, which will be followed by the Company in respect of the financial facilities and services offered by the Company to its customers. The Code will facilitate the customers to take informed decisions in respect of the financial facilities and services to be availed by them and will apply to any loan that the Company may sanction and disburse.

Any subsequent revision in the RBI guidelines related to fair practice code, the revised RBI guidelines will supersede the current Fair Practice Code to the extent it is not in compliance with the updated guidelines / instructions.

FAIR PRACTICES CODE

The Company's business would be conducted in accordance with prevailing statutory and regulatory requirements, with due focus on efficiency, customer-orientation and corporate governance principles – all of which form part of the Company's Board approved Investment and Credit Policy.

In addition, the Company would adhere to the Fair Practices Code in its functioning, the key elements of which are as follows:

1. Application for loans and their processing:

- The Company will devise a loan application form for all the products offered to its customers depending upon the nature of the product.. Loan application forms would include necessary information of the customers, features of the product and the documents required to be submitted for loan processing. 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 Company would devise as system of giving acknowledgment for receipt of all loan applications. Preferably, the time frame within which loan applications will be disposed of shall also be indicated in the acknowledgement.

2. Loan appraisal and terms/conditions:

- The Company shall conduct a due diligence on the credit worthiness of the borrower, which will be an important parameter for taking decision on the application. The assessment would be in line with the Company's Credit policy, norms and procedures in respect thereof.
- The Company shall convey in writing to the borrower in the vernacular language as understood by the borrower by means of sanction/approval letter or passbook

or any other mode, the amount of loan sanctioned/approved - along with the terms and conditions, including the effective rate of interest (annualized rate) thereof. It would keep the acceptance of these terms and conditions by the borrower on the Company's files in digital or physical mode as applicable.

- The Company shall mention the penal interest charged for late repayment in bold in the loan agreement.
- The Company shall furnish a copy of the loan agreement as understood by the borrower along with a copy each of all enclosures quoted in the loan agreement to all the borrowers at the time of sanction/ disbursement of loans.
- The Company shall give acknowledgement for receipt of the loan application.

3. Disbursement of loans including changes in terms and conditions:

- The Company shall give notice to all its borrowers 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.
- Decision to recall / accelerate payment or performance under the agreement shall also be in consonance with the loan agreement.
- The Company shall release all securities on repayment of its full dues or on realization of the outstanding amount of loan subject to any legitimate right or lien for any other claim the Company may have against its borrowers. 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.

4. General:

- All communications to the borrower shall be in the vernacular language or a language as understood by the borrower.
- The Company shall refrain from interference in the affairs of the borrower except for the purposes provided for 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 from the borrower for transfer of borrowal account, the consent or otherwise - i.e., objection of the Company, if any, shall be conveyed to the borrower within 21 days from the date of receipt of any request.

Such transfer shall be as per transparent contractual terms in consonance with law.

- In the matter of recovery of loans, the Company shall not resort to any harassment – such as persistently bothering the borrowers at odd hours, use of muscle power for recovery of loans, etc. The Company shall ensure that the staff is adequately trained to deal with the customers in an appropriate manner.

5. Grievance Redressal Procedure:

The Company with the approval of the Board has laid down the appropriate grievance redressal mechanism within the organization to resolve disputes arising in this regard. Such a mechanism ensures that all disputes arising out of the decisions of the functionaries are heard and disposed of at least at the next higher level.

The Company shall display the following information prominently, for the benefit of its customers, at its branches / places where business is transacted:

- The name and contact details (Telephone / Mobile no. and email address) of the Grievance Redressal Officer who can be approached by the public for resolution of complaints against the Company.
- The name and contact details (Telephone/Mobile no. and email address) of the Principal Nodal Officer who can be approached by the public for resolution of complaints against the Company.
- Reserve Bank - Integrated Ombudsman Scheme, 2021 ('Scheme')
- Salient features of the Scheme in English, Hindi and the regional language
- 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 Supervision of RBI (with complete contact details), under whose jurisdiction the registered office of the Company falls. Appeal can be done to Reserve Bank of India through the complaint lodging portal as well: Link: <https://cms.rbi.org.in/>

6. Responsibility of Board of Directors

Periodical review of the compliance of the Fair Practices Code and the functioning of the grievances redressal mechanism at various levels of management shall be put to the Board of the Company. A consolidated report of such reviews shall be submitted to the Board at regular intervals, as may be prescribed by it.

7. Principal Nodal Officer & Ombudsman for Company:

i. Reserve Bank – Integrated Ombudsman Scheme, 2021

The Company has appointed Nodal Officers at its Regional Offices situated at Mumbai, Chennai, Kolkata and New Delhi region and a Principal Nodal Officer in accordance with the Reserve Bank – Integrated Ombudsman Scheme, 2021.

ii. Appointment of Internal Ombudsman

Company has appointed the Internal Ombudsman in adherence with the relevant guidelines pertaining to Internal Ombudsman.

8. Wide Dissemination and Periodic Review:

The Company shall put the above FPC (which shall preferably be in the vernacular language or a language as understood by the borrower) outlined hereinabove on its website, for the information of various stakeholders. The Company would also review and refine the FPC, as may be required periodically, based on its own experience and fresh guidelines, if any, to be issued by the RBI in this regard.

9. Regulation of excessive interest charged

- The Company shall adopt an interest rate model taking into account relevant factors such as, cost of funds, margin and risk premium, etc. and determine the rate of interest to be charged for loans and advances.
- The rate of interest and the approach for gradations of risk and rationale for charging different rate of interest to different categories of borrowers shall be disclosed to the borrower or customer in the application form and communicated explicitly in the sanction letter.
- The rates of interest and the approach for gradation of risks shall also be made available on the website of the company. The information published in the website or otherwise published shall be updated whenever there is a change in the rates of interest
- Sanction letter shall indicate the annualised rate of interest and method of application thereof, so that the borrower is aware of the exact rates that would be charged to the account.

Company shall lay out appropriate internal principles and procedures in determining interest rates and processing and other charges as per requirements of Fair Practices Code especially considering the transparency in respect of terms and conditions of the loans.

Explanatory Note:

In wholesale lending business, the rate of interest is decided based on the complex risk profile matrix of each borrower. The Company would disclose the Prime Lending Rate (or any other applicable benchmark, or if fixed rate, then such fixed rate), Applicable Spread and Reset Frequency by way of sanction letter and

facility agreement. Any change w.r.t. these factors would be suitably disclosed and communicated to the borrower.

Further these borrowers are generally mid-size/ large corporate groups which are well informed and hence in case of any up gradation of their risk profile, they are in a position to negotiate better terms. The interest rates in project loans are clearly spelt out in the sanction letter as well as the facility agreement.

Last amended/reviewed on January 2023.

Version	Date of adoption	Change reference	Owner	Approving Authority
1.0	October 19, 2015	Policy drafted and approved by the Board	Group Regulatory Compliance	Board of Directors
1.1	October 2017	Policy reviewed and updated as per RBI guidelines	Group Regulatory Compliance	Board of Directors
1.2	October 2018	Annual review and updations as per regulations	Group Regulatory Compliance	Board of Directors
1.3	October 2019	Policy reviewed and updated as per RBI guidelines	Group Regulatory Compliance	Board of Directors
1.4	October 2020	Policy reviewed and updated as per RBI guidelines	Group Regulatory Compliance	Board of Directors
1.5	July 2022	Name change and conversion of Company from NBFC-IDF to NBFC-ICC	Group Regulatory Compliance	Board of Directors
1.6	October 2022	Policy reviewed and updated as per RBI guidelines	Group Regulatory Compliance	Board of Directors
1.7	January, 2023	Policy reviewed and updated as per RBI guidelines	Group Regulatory Compliance	Board of Directors

Important Note:

If at any point a conflict of interpretation / information between this Policy and any Regulations, Rules, Guidelines, Notification, Clarifications, Circulars, Master Circulars/ Directions by Reserve Bank of India arise then interpretation of such Regulations, Rules,

Guidelines, Notification, Clarifications, Circulars, Master Directions issued by Reserve Bank of India shall prevail.