

**FAIR PRACTICES CODE (FPC)
OF
INFINITY FINCORP SOLUTIONS PRIVATE LIMITED**

Date of Approval/Modification: November 10, 2025

Approved by: Board of Directors

Owner of the Policy: Compliance Department

Version Control: V2

Policy Review Cycle: Annually

1. Introduction

As per the RBI guidelines on Fair Practices Code for Non-Banking Finance Companies (NBFCs) the Company needs to adopt fair practices standards when dealing with individual customers and legal entities and to serve as a part of best corporate practice. Infinity Fincorp Solutions Private Limited (“the Company”) has framed and adopted the Fair Practice Code on guidelines issued by RBI. The Code has been prepared based on the dated October 19, 2023. Chapter VII, of the RBI Master Direction – Reserve Bank of India (Non-Banking Financial Company – Scale Based Regulation) Directions, 2023, RBI/ DoR/ 2023-24/ 105n DoR. FIN. REC. No.45 /03. 10. 119/ 2023-24

It is, and shall be, our policy to make loan products available to all qualified applicants without discrimination on the basis of race, caste, color, religion, sex, marital status or handicap. Our policy is to treat all the customers consistently and fairly.

2. The Code Has Been Adopted:

- a) To promote good and fair practices by setting minimum standards in dealing with customers;
- b) To increase transparency so that the customers can have better understanding of what they can reasonably expect of the services;
- c) To encourage market forces through competition, to achieve higher operating standards;
- d) To promote a fair and cordial relationship between customers and the Company;

3. Applicability

The Code shall apply to all employees of the Company/its agents/representatives/third party vendors/ service providers of the Company and other persons authorized to represent it in the course of its business.

Our employees will offer assistance, encouragement and service in a fair, equitable and consistent manner. We will also communicate our Fair Practices Code to our customers by placing it on the company's website. We shall ensure that charges / fees are appropriately informed to the borrower. Terms and conditions pertaining to the facility will be conveyed to the prospective borrowers.

We commit that disputes arising out of the lending decisions will be appropriately resolved by a grievance redressal mechanism set up by us. The Company's Fair lending practices shall apply across all aspects of our operations including marketing, loan origination, processing, servicing and collection activities. Our commitment to Fair Practice Code would be demonstrated in terms of employee accountability, monitoring and auditing programs, training and technology.

The Company's Board of Directors and the management team is responsible for establishing practices designed to ensure that our operations reflect our strong commitment to fair lending and that all employees are aware of that commitment.

4. Company shall be committed to providing service of the highest quality to its clients. This Fair Practices Code applies to the all categories of products and services offered by us (currently offered or which may be introduced at a future date). The Fair Practices Code is applicable to the above irrespective of whether the same is provided at the Branch, over the phone, on the Internet or by any other method we may be currently using or may introduce at a future date.

5. Key Objectives

The key objectives of putting in place the FPC to be as follows.

a) To act fairly and reasonably in all the dealings with borrowers by ensuring that:

- i. The Company's products, services, procedures and practices will meet the broad requirements and standards in the FPC;
- ii. The Company's products and services will be in accordance with relevant laws and regulations as applicable for the time being in force
- iii. The Company's dealings with its borrowers will rest on ethical principles of honesty, integrity and transparency.

b) The Company will assist its customers in understanding as to what are the broad features of its financial products and services and what are the benefits and risks involved in availing the same by

- i. Providing information about the products and services in simple manner;
- ii. Explaining the financial implications of using the products and services.

c) The Company will make every attempt to ensure that its customers would have trouble-free experience in dealing with it. However, in case of error of commission and/or omissions, it shall: i.e. deal with the errors promptly and effectively;

6. Key Commitments

a) Applications for loans and their processing

- i. Loan application forms will include the 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 will indicate the documents required to be submitted with the application form.

- ii. The company will devise a system in future of giving acknowledgement for receipt of all loan applications. If Company cannot provide the loan to the borrower, the same shall be communicated to the borrower with the reason(s) for rejection.
- iii. Loan Application form will clearly state the information that the company requires to collect from the customer to fulfill the KYC norms and to comply with legal and regulatory requirements. Company may request for additional information in case it is required.
- iv. Company will make available its loan products to all qualified borrowers and shall not discriminate on grounds of sex, caste and religion in the matter of lending. However, this does not preclude Company from participating in schemes framed for different sections of the society.
- v. The company will convey in writing to the borrower by means of sanction letter or otherwise, the amounts of loan sanctioned along with the terms and conditions including annualized rate of interest and method of application thereof and keep the acceptance of these terms and conditions by the borrower on its record.
- vi. The Company shall furnish copy of the loan agreement to the borrower at the time of disbursement of loan.

7. Disbursement of loans including changes in terms and conditions

All communications would be made to the borrower in the vernacular language, or a language understood by the borrower.

The Company shall convey in writing to the borrower in the vernacular language as understood by the borrower by means of sanction letter or otherwise, the amount of loan sanctioned along thereof and keep the acceptance of these terms and conditions by the borrower on its record.

It 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. NBFCs shall also ensure that changes in interest rates and charges are affected only prospectively.

The FPC does not require for the loan applications to be in vernacular languages nor does it require the communications in relation to sanction and disbursement to be in vernacular language.

- i. The Company will give notice to the borrower of any change in the terms and conditions including disbursement schedule, interest rates, service charges, prepayment charges etc. We will also ensure that changes in interest rates and charges are affected only prospectively. A suitable condition in this regard will be incorporated in the loan agreement.

- ii. The penal charge to be charged by the company for late repayment of loan shall be mentioned in bold letters in the loan agreement.
 - iii. Decision to recall/accelerate payment or performance under the agreement or seek additional securities/collaterals will be in consonance with the loan agreement.
 - iv. The loan agreement shall contain a built-in re-possession clause and also contain provisions regarding notice period before taking possession, circumstances under which the notice period can be waived, the procedure for taking possession of the security, a provision regarding final chance to be given to the borrower for repayment of loan before sale/auction of the property, the procedure for giving re-possession to the borrower and procedure for sale/auction of the property.
- V. The Company will 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 company may have against borrower. If such right of set off is to be exercised, the borrower will be given notice about the same with full particulars about the remaining claims and the conditions under which company is entitled to retain the securities till the relevant claim is settled/paid.

8. General

- I. The company will refrain from interference in the affairs of the borrower except for the purposes 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 lender).
- II. In case of receipt of request from the borrower for transfer of borrowal account, the consent or otherwise i.e. objection of the applicable NBFC, if any, shall be conveyed within 21 days from the date of receipt of request. Such transfer shall be as per transparent contractual terms in consonance with law.
- III. In the matter of recovery of loans, the company will not resort to undue harassment viz. persistently bothering the borrowers at odd hours, use of muscle power for recovery of loans, etc.,
- IV. Company shall inform the borrower in the event of closure/shifting of its branch office.
- V. As complaints from customers also include rude behavior from the staff of the companies, the Company shall ensure that the staff are adequately trained to deal with the customers in an appropriate manner.

9. Complaints about excessive interest charged

The Company's Board shall lay out appropriate internal principles and procedures in determining interest rates and processing and other charges which will give transparency in respect of terms and conditions of the loans.

10. CONFIDENTIALITY

Unless authorized by the borrower, the Company will treat all his personal information as private and confidential.

The Company may not reveal transaction details of the borrowers to any other persons except under following circumstances:

i. If the Company is required to provide the information to any statutory or regulatory body or bodies; ii. If arising out of a duty to the public to reveal the information; iii. If it is in the interest of the borrowers to provide such information (e.g. fraud prevention); iv. If the borrower has authorised the Company to provide such information to its group / associate / entities or companies or any such person/ entity as specifically agreed upon.

11. PENAL CHARGES IN LOAN ACCOUNTS

Company shall adhere to RBI's circular on Fair Lending Practice - Penal Charges in Loan Accounts dated August 18, 2023.

Penal Charges:

1. The Company shall not levy Penal interest.
2. Penalty, if charged, for non-compliance of material terms and conditions of loan contract by the borrower shall be treated as 'penal charges' and shall not be levied in the form of 'penal interest' that is added to the rate of interest charged on the advances.
3. There shall be no capitalisation of penal charges i.e., no further interest computed on such charges. However, this will not affect the normal procedures for compounding of interest in the loan account. No additional component shall be added to the rate of interest to ensure compliance to the RBI guidelines in both letter and spirit.
4. The quantum of penal charges shall be reasonable and commensurate with the non-compliance of material terms and conditions of the loan contract without being discriminatory within a particular loan / product category.
5. The penal charges in case of loans sanctioned to 'individual borrowers, for purposes other than business, shall not be higher than the penal charges applicable to non-individual borrowers for similar non-compliance of material terms and conditions.
6. The quantum and reason for penal charges shall be clearly disclosed by the Company in "Bold" to the borrowers in the loan agreement and Most Important Terms & Conditions (MITC) / Key Fact Statement (KFS) as applicable, in addition to being displayed on Company website under Interest rates and Service Charges.

7. An acknowledgement of loan agreement and most important terms & conditions / Key Fact Statement (KFS) as applicable will be taken from the borrower in the language understood by the borrower.
8. Penal charges will be explained to the borrower at the time of onboarding and at the time any change, review or renewal of the charges during the tenure of the loan of the borrowers.
9. Reminders/ letters for non-compliance of material terms and conditions of loan sent to borrowers shall mention the applicable penal charges.
10. Any grievances relating to the penal charges shall be addressed in line with the Grievance Redressal Policy and Fair Practice Code.
11. The Company shall establish a mechanism in place to periodically monitor and review the implementation of the policy.
12. Penal charges would be applicable for all the loan products offered by the Company.
13. The Company shall levy Penal charges ranging from 18% p.a to 36% p.a depending on the products which will be mentioned in the sanction letter, KFS / MITC of the Company.

12. RESET OF FLOATING INTEREST RATE ON EQUATED MONTHLY INSTALMENTS (EMI) BASED PERSONAL LOANS

Company shall adhere to RBI's circular on Reset of floating interest rate on Equated Monthly Instalments (EMI) based personal loans dated August 18, 2023.

13. RESPONSIBLE LENDING CONDUCT – RELEASE OF MOVABLE/IMMOVABLE PROPERTY DOCUMENTS ON REPAYMENT/ SETTLEMENT OF PERSONAL LOANS

Company shall adhere to RBI's circular on Responsible Lending Conduct – Release of movable/immovable property documents on repayment/ settlement of personal loans dated September 13, 2023.

14. Release of property documents:

- (i) All the original immovable property documents and removal of charges registered with any registry shall be done within a period of 30 working days after full repayment/settlement of the loan account.
- (ii) The borrower shall be given the option of collecting the original immovable property documents from the branch where the loan account was serviced or any other office of the company where the documents are available, as per her/his preference.
- (iii) The timeline and place of return of original immovable property documents shall be mentioned in the loan sanction letters issued on or after the effective date.
- (iv) In case of delay in releasing of original movable/immovable property documents or failing to file charge satisfaction form with relevant registry beyond 30 working days after full repayment/ settlement of loan, the company shall communicate to the borrower reasons for such delay. In case where the

delay is attributable to the company, it shall compensate the borrower at the rate of ₹5,000 for each day of delay.

(v) In case of loss/damage to original immovable property documents, either in part or in full, the company shall assist the borrower in obtaining duplicate/certified copies of the immovable property documents and shall bear the associated costs, in addition to paying compensation as indicated at clause (iv) above. To complete this procedure an additional time of 30 working days shall be taken and the delayed period penalty will be calculated thereafter (i.e., after a total period of 60 days).

(vi) Process for Handover of original property documents. [In case of death of property owner(s)]

In the unfortunate scenario of death of a property owner(s), the legal heir(s) who succeed to the Estate of the deceased in terms of the Succession Certificate/Probate/Letter of Administration can be de jure termed as of the deceased become property owner(s) as per the prevalent laws of succession. In order to enable deceased property owner's legal heir(s) to know the process of collecting the original property documents post the due repayment and closure of Loan(s) availed against the security of the said property/ies, Infinity Fincorp Solutions Pvt Limited ("Company/IFSPL") has listed down the procedure that needs to be followed and the documents which are required to be submitted for collection of original property documents, as below:

The procedure is described below –

1. The persons who are legal heir(s) need to submit a physical copy of legal heirship / Succession Certificate/Probate/Letter of Administration of the deceased property owner(s) issued by the competent authority at the IFSPL branch from where the loan was availed.
2. All legal heir(s) must visit the branch to collect the original property documents. If all legal heirs cannot visit the branch, then the legal heirs who are unable to come should give Power of Attorney or notarised Letter of Authority in prescribed format in favour of the legal heir(s) visiting the Company's branch to collect the original property documents.

Annex 1 - Power of Attorney for Collection of Documents

Annex 2 - Letter of Authority

3. At the time of collecting the Original Property Documents from the branch, the Legal heir(s) need to submit the Affidavit in the prescribed formats as applicable:

Annex 3: Joint Affidavit Cum Undertaking format in the event the legal heir(s) is a minor

OR

Annex 4: Joint Affidavit Cum Undertaking Format If none of the legal heirs is a minor

The Joint Affidavit Cum Undertaking must be duly filled in with all details, notarized and adequately stamped as per respective state stamp law.

4. Additionally, to the above Joint Affidavit cum Undertaking Property Documents will be handed over, post collection of the below documents:

- a. Death certificate of deceased property owner(s)
- b. Self-attested KYC document(s) of all Legal heir(s)
- c. legal heir/ Succession Certificate/Probate/Letter of Administration of the deceased property owner(s) issued by the competent authority
- d. POA/LOA of the legal heir(s) who are not coming to collect the Property Document(s) (if applicable)

15. Grievance Redressal Mechanism :

The Company has in place Board approved grievance redressal mechanism. Such a mechanism ensures that all the disputes arising out of the decisions of the lending business are heard and disposed of at least at the next higher level. The same is displayed on the website of the Company <https://www.infinityfincorp.com> and may be referred to for details pertaining to grievance redressal process and escalation matrix followed by the Company.

The grievance redressal mechanism will also address the complaints pertaining to outsourced services provided by the agencies on behalf of the Company as required under the RBI Circular DNBR. PD.CC. No. 090/03.10.001/2017-18 dated November 09, 2017,

The Board of Directors shall provide for periodical review of the compliance of the Fair Practices Code and the functioning of the grievance redressal mechanism at various levels of management. A consolidated report of such reviews shall be submitted to the Board at regular intervals, as may be prescribed by it.

Further in accordance with Ombudsman Scheme for Non –Banking Financial Companies, 2018 Company shall also appoint Nodal officer /Principal Nodal Officer in accordance with the direction prescribed thereunder and will display on its website and its branches or places where business is transacted the name and contact details of the Ombudsmen who can be approached for resolution of complaints against the Company.

RBI vide its press release and notification Ref. CEPD. PRD. No .S873/13.01.001/2021-22 dated November integrated the existing three ombudsman schemes of RBI namely, (i) the Banking Ombudsman Scheme, 2006; (ii) the Ombudsman Scheme for Non-Banking Financial Companies, 2018; and (iii) the Ombudsman Scheme for Digital Transactions, 2019 and launched The Reserve Bank - Integrated Ombudsman Scheme, 2021 with a view to provide cost free redress of customer complaints involving deficiency in services rendered by entities regulated by RBI, if not resolved to the satisfaction of the customers or not replied within a period of 30 days by the regulated entity.

The Executive Director-in charge of Consumer Education and Protection Department of RBI would be the Appellate Authority under the Scheme. The copy of the scheme, Principal Nodal officer details and Salient features of the scheme are available on branches as well as website of the Company. The grievance redressal mechanism as displayed on the website contains the details of Principal Nodal Officer and details for lodging of complaint with RBI through various modes.

If the customer is not satisfied with the resolution provided or if the customer does not hear from us in 30 days after escalating the complaint as per the grievance redressal matrix of the company, then he/she may lodge their complaint on RBI CMS portal - <https://cms.rbi.org.in> or reach them on the dedicated e-mail id - crpc@rbi.org.in Or send your complaint form (format available on the website under Integrated Ombudsman scheme 2022) to the below mentioned address:

The Officer Incharge,
Centralised Receipt and Processing Centre,
Reserve Bank of India, 4th Floor,
Sector 17, Chandigarh – 160017
Contact Centre with toll free no – 14448 (Timing – 9:30am to 5:15pm)

16. Reset of Floating Interest Rate on EMI-Based Personal Loans

In accordance with Paragraph 45.6 of the RBI Master Direction – Non-Banking Financial Company – Scale Based Regulation (SBR) Directions, 2023, the Company shall ensure fair and transparent disclosure to borrowers in respect of loans sanctioned on a floating interest rate basis. This includes providing information on the benchmark reference rate used, frequency of interest rate reset, impact on EMI/tenure, and borrower options available at reset events. The detailed guidelines governing the process of resetting floating interest rates and related borrower disclosures are outlined in the Company's separate Board-approved policy titled '*Policy on Reset of Floating Interest Rate on EMI-Based Personal Loans*.'

The Company offers borrowers the option to switch from a floating interest rate to a fixed interest rate at the time of interest rate reset, in line with the Board-approved policy. Borrowers are provided the flexibility to enhance EMIs, extend the loan tenor, or opt for a combination of both, and may prepay the loan partially or fully, subject to the applicable foreclosure or prepayment charges as per regulatory guidelines. The Company issues quarterly statements to all borrowers, detailing the principal and interest recovered, current EMI amount, number of EMIs remaining, and the annualized rate of interest.

Prepayment or foreclosure of loan shall be allowed **without penalty** for individual borrowers, as mandated under RBI norms. The borrowers shall also be given the choice to opt for (a) enhancement in EMI or elongation of tenor or for a combination of both options; and, (b) to prepay, either in part or in full, at any point during the tenor of the loan. Levy of foreclosure charges/ prepayment penalty shall be subject to extant instructions. Company shall share/ make accessible to the borrowers, through appropriate channels, a statement at the end of each quarter which shall at the minimum, enumerate the principal and interest recovered till date, EMI amount, number of EMIs left and annualized rate of interest/Annual Percentage Rate (APR) for the entire tenor of the loan. Company shall ensure that the statements are simple and easily understood by the borrower.

17. Key Fact Statement (KFS)

In accordance with the Reserve Bank of India's circular on 'Key Fact Statement (KFS) for Loans and Advances' [RBI Circular No. RBI/2023-24/80, DOR.CRE.REC.66/21.01.003/2023-24 dated August 18, 2023], the Company shall mandatorily provide a Key Fact Statement to all individual borrowers before execution of the loan agreement. The KFS shall disclose all essential terms of the loan in simple language, including the all-inclusive effective annualized interest rate, processing charges, tenure, EMI, and other costs. A model format of the KFS is annexed herewith as **Annexure 1.**

REVIEW

The Board will be updated for periodical review of the compliance of the Fair Practices Code and the functioning of the grievances redressal mechanism at various levels of management, and a consolidated report of such reviews shall be submitted to the Board at regular intervals, as and when required. The Code shall be reviewed annually by the Board of Directors, and any other regulatory changes in this regard will stand updated in the Code from time to time.

Modified and reviewed by



Shankar Masale

(DVP – Product Development)



Gunjan Jain

(Chief of Staff & HR Head)

Approved By Board



Shrikant Ravalkar

(Managing Director & CEO)

Key Facts Statement

Part 1 (Interest rate and fees/charges)

1	Loan proposal/ account No.		Type of Loan	
2	Sanctioned Loan amount (in Rupees)			
3	Disbursal schedule (i) Disbursement in stages or 100% upfront. (ii) If it is stage wise, mention the clause of loan agreement having relevant details			
4	Loan term (year/months/days)			
5	Instalment details			
	Type of instalments	Number of EPIs	EPI (₹)	Commencement of repayment, post sanction
6	Interest rate (%) and type (fixed or floating or hybrid)			
7	Additional Information in case of Floating rate of interest			

Reference Benchmark	Benchmark rate (%) (B)	Spread (%) (S)	Final rate (%) R = (B) + (S)	Reset periodicity ² (Months)		Impact of change in the reference benchmark (for 25 bps change in 'R', change in:)	
				B	S	EPI (₹)	No. of EPIs
8	Fee/ Charges⁴						
		Payable to the RE (A)		Payable to a third party through RE (B)			
		One-time/Recurring	Amount (in ₹) or Percentage (%) as applicable	One-time/Recurring	Amount (in ₹) or Percentage (%) as applicable ⁵		
(i)	Processing fees						
(ii)	Insurance charges						
(iii)	Valuation fees						
(iv)	Any other (please specify)						
9	Annual Percentage Rate (APR) (%)⁶						
10	Details of Contingent Charges (in ₹ or %, as applicable)						
(i)	Penal charges, if any, in case of delayed payment						
(ii)	Other penal charges, if any						

(iii)	Foreclosure charges, if applicable	
(iv)	Charges for switching of loans from floating to fixed rate and vice versa	
(v)	Any other charges (please specify)	

Part 2 (Other qualitative information)

1	Clause of Loan agreement relating to engagement of recovery agents	
2	Clause of Loan agreement which details grievance redressal mechanism	
3	Phone number and email id of the nodal grievance redressal officer	
4	Whether the loan is, or in future maybe, subject to transfer to other REs or securitisation (Yes/ No)	
5	In case of lending under collaborative lending arrangements (e.g., co-lending/ outsourcing), following additional details may be furnished:	
	Name of the originating RE, along with its funding proportion	Name of the partner RE along with its proportion of funding
		Blended rate of interest

6	In case of digital loans, following specific disclosures may be furnished:	
	(i) Cooling off/look-up period, in terms of RE's board approved policy, during which borrower shall not be charged any penalty on prepayment of loan	
	(ii) Details of LSP acting as recovery agent and authorized to approach the borrower	