

Fair Practice Code

Approval Authority	Board
Owner of the Policy	Business
Reviewed by	Board
Review Frequency	Annual
Last Review Done	January 17 2025
Current Review Done	January 16 2026

The Reserve Bank of India has drafted the guidelines on Fair Practices Code for Non- Banking Finance Companies which sets the fair practices standards when dealing with individual customers and to serve as a part of best corporate practice.

It is, and shall be, our policy to make credit products available to all qualified applicants without discrimination on the basis of race, caste, colour, religion, sex, marital status, age or physically/visually challenged.

Our policy is to treat all the clients consistently and fairly. Our employees will offer assistance, encouragement and service in a fair, equitable and consistent manner.

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.

We will ensure that the implementation of the Fair Practices Code is the responsibility of the entire organisation. 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, training and technology.

We shall ensure that charges/fees which affect the interest of the prospective borrowers 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.

Infina Finance Private Limited (IFPL) is committed to providing service of the highest quality to its clients. The fair practice code applies to all products and services offered by us currently or in future.

All Types of Loan

The Fair Practices Code is applicable to all loans / Third Party products offered through our network (currently offered or which may be introduced at a future date) originated at the Head Office or at any Branch, over the phone, on the internet or by any method employed currently or may be introduced at a future date

KEY COMMITMENTS

The key commitments which we promise to follow in our dealing with our customers:

a. Act fairly and reasonably in all our dealings with our customers by ensuring:

- Our products, services, procedures and practices will meet the commitments and standards in this Code.
- Our products and services will meet relevant laws and regulations applicable from time to time.
- Our dealings with our customers will rest on ethical principles of integrity and transparency.

b. We will assist customers in understanding how our financial products and services work, by

- Providing information about them in simple Hindi and/or English and/or the local language, a language as understood by the borrower (wherever required).
- Explaining their financial implications.
- Helping the customer choose the one that meets his / her needs.

c. IFPL shall make all reasonable efforts to ensure a smooth and hassle-free experience for customers. In the event of any issue, the same shall be addressed promptly and with due care.

- Mistakes will be corrected quickly.
- Complaints will be handled quickly.
- In case a customer is not satisfied with the way a complaint is handled, we will guide the customer on how to take the complaint forward.
- We will reverse any charges applied to a customer's account due to an any type of error on our part in timely manner. Such reversals will be informed to customers through registered email address or any other acceptable method to customer.

Applications for loans and their processing

- a) At the request of the borrower/customer communication will be shared in vernacular language.
- b) The Company shall have a loan application form in physical/ digital mode 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 and the documents required to be submitted for loan processing.
- c) The Company will have a system of giving acknowledgement for receipt of loan applications either physically or digitally. The time frame within which loan applications will be disposed of will be indicated in the acknowledgement.

INFORMATION

We will guide our customers in choosing products and services which meets his / her requirements:

- a. Before the customer relationship is established, we will:
 - Inform the customer about key features of the services and products.
 - Offer products and services which may suit the customer's needs and inform key terms for the proposed transaction.
 - Inform the customer about required information including KYC part to fulfill legal, regulatory and other internal requirements.
- b. Will provide the product information through various modes like product presentations, web portal, emails, etc.
- c. Once a customer has chosen a product, we will tell the customer how it works.

INTEREST RATES

- a. At the time of loan disbursement, customers will be shared with repayment schedule with details of Interest and Principal Amount.
- b. The Sanction Letter will contain information about interest rate – fixed rate or floating rate, interest reset details, penal charges (to be highlighted in bold), on when the interest will be debited to the account, etc.

c. The Company will not charge foreclosure charges/ pre-payment penalties on any floating rate term loan sanctioned for purposes other than business to individual borrowers, with or without co-obligant(s) and on loans granted for business purpose to individuals and Micro and Small Enterprise (MSEs) with sanctioned amount/ limit up to ₹50 lakh. In respect of loans (including term loans as well as demand loans) and advances sanctioned or renewed on or after January 1, 2026, the company shall ensure compliance with the instructions issued vide 'Reserve Bank of India (Prepayment Charges on Loans) Directions, 2025', dated July 02, 2025, as amended from time to time

CHARGES

a. Sanction letter will contain any applicable charges for the opted product such as Processing Fees, Pre-payment, Demat Charges, Documentation Charges, legal & technical charges etc.

b. If in case of any change in charge structure or introduction of new charges, same will be notified to customer.

c. IFPL shall communicate (to customers) charges for any service or product before providing the same.

d. IFPL shall provide charges for any service or product whenever the customer requests for the same.

TERMS AND CONDITIONS

a. When a customer accepts a product or service for the first time, we will provide the customer with the Information that are relevant to the product / service.

b. Key terms and conditions will be highlighted in sanction letters

c. All Terms and Conditions will be fair and will set the customer's rights and responsibilities clearly and in plain language. We will use legal or technical language only where necessary.

ADVERTISING AND MARKETING

a. IFPL shall ensure that all advertising and promotional material is transparent, fair, and informative. It will not mislead prospective customers.

b. IFPL shall provide detailed information about financial products offered by us.

c. IFPL may use services of agents for marketing our products and same will be communicated through appropriate clauses in the product literature.

CONFIDENTIALITY

a. Unless authorised by the customer, we will treat all personal information of the customer as private and confidential.

b. Unless authorized by the customer, IFPL will not reveal transaction details to any other entity other than the following exceptional cases:

- If we have to provide the information to Authorities as required by statutory or regulatory laws.
- If there is a duty to the public to reveal this information.
- If our interest requires us to provide this information (e.g. fraud prevention)

The data can be shared with the group companies with the consent of borrower in the ordinary course of business

LOANS AND ADVANCES

a. Will assess the ability of the customer to service interest payment and principal loan repayment before approving credit limit.

b. We will inform the customer that loan is repayable on demand or otherwise

LOAN APPRAISAL AND TERMS/CONDITIONS

IFPL shall convey in writing to the borrower in the vernacular language by means of sanction letter or otherwise, the amount of loan sanctioned along with the terms and conditions including annualised rate of interest and method of application thereof and keep the acceptance of these terms and conditions by the borrower on its record. The Company will mention the penal charge which will be charged for late repayment and / or any other default on the part of the customer, in bold in the loan agreement.

IFPL shall furnish a copy of the loan agreement, preferably in the vernacular language 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.

Disbursement of loans including changes in terms and conditions:

a) IFPL will give notice to the borrower in the vernacular language 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 effected only prospectively. A suitable condition in this regard will be incorporated in the loan agreement.

b) Decision to recall / accelerate payment or performance under the agreement will be in accordance with the loan agreement.

c) We will release all securities on repayment of all dues or on realisation of the outstanding amount of loan subject to any legitimate right or lien for any other claim the 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 the Company is entitled to retain the securities till the relevant claim is settled/paid.

Penal Charges in Loan Accounts:

a) 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. There shall be no capitalization 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.

b) The Company shall not introduce any additional component to the rate of interest and ensure compliance to RBI Guidelines on Fair Practice Code in both letter and spirit.

c) The quantum of penal charges shall be reasonable and commensurate with the non-compliance of material terms and conditions of loan contract without being discriminatory within a particular loan / product category.

d) 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.

e) The quantum and reason for penal charges shall be clearly disclosed by the Company to the customers in the loan agreement and most important terms & conditions / Key Fact Statement (KFS) as applicable, in addition to being displayed on the Company's website under Interest rates and Service Charges.

f) Whenever reminders for non-compliance of material terms and conditions of loan are sent to borrowers, the applicable penal charges shall be communicated. Further, any instance of levy of penal charges and the reason therefor shall also be communicated.

A separate Policy on Penal Charges has been put in place and duly approved by the Board of Directors in its meeting held on January 17, 2025.

Responsible Lending Conduct – Release of movable/immovable property documents on repayment/settlement of personal loans

A Standard Operating Procedure (SOP)- Property Documents Handover & Charge Release Process in line with RBI guidelines has been put in place for where release of original movable/immovable property documents for all cases due after December 01, 2023.

a) Release of movable/immovable property documents

- i. We shall release all the original movable / immovable property documents and remove charges registered with any registry within a period of 30 days after full repayment/settlement of the loan account.
- ii. The borrower shall be given the option of collecting the original movable/ immovable property documents either from the Registered Office/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 movable/immovable property documents shall be mentioned in the loan sanction letters issued on or after the effective date.
- iv. In order to address the contingent event of demise of the sole borrower or joint borrowers, the Company have a procedure for return of original movable/immovable property documents to the legal heirs. The procedure is displayed on the website of the Company.

b) Compensation for delay in release of movable/immovable property documents

- i. In case of delay in releasing of original movable/immovable property documents or failing to file charge satisfaction form with relevant registry beyond 30 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.
- ii. In case of loss/damage to original movable/immovable property documents, either in part or in full, the Company shall assist the borrower in obtaining duplicate/certified copies of the movable/immovable property documents and shall bear the associated costs, in addition to paying compensation as indicated at clause (i) above. However, in such cases, an additional time of 30 days will be available to the Company to complete this procedure, and the delayed period penalty will be calculated thereafter (i.e., after a total period of 60 days).

- iii. The compensation provided under these directions shall be without prejudice to the rights of a borrower to get any other compensation as per any applicable law.

General

a) IFPL shall 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 Company).

b) 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, will 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.

RECOVERY

- a. In the matter of recovery of outstanding dues of its borrower(s), IFPL and its agents does not resort to intimidation or undue harassment of any kind either verbal or physical, against any person in their debt collection efforts, including acts intended to humiliate publicly or intrude upon the privacy of the debtors' family members, referees and friends, sending inappropriate messages either on mobile or through social media, making threatening and/ or anonymous calls, use of muscle power for recovery of loans/overdue amount, making false and misleading representations, etc. Training is imparted to ABCL staff and Collection agents / agency employees to ensure that they are adequately trained to deal with customers in an appropriate manner
- b. Any type of margin call or recovery call will not be done before 8.00 a.m and after 7.00 p.m.
- c. The staff would be adequately trained to deal with customers in appropriate manner
- d. The loan agreement shall have a built-in repossession clause to ensure transparency of the terms and conditions relating to the same and to have legal enforceability.

INTEREST RATE MODEL

The Fair Practice Code of the Company shall be read with the Interest Rate Policy of the Company, which is available on the website of the Company.

LOAN SOURCED BY DIGITAL LENDING PLATFORMS

Wherever the Company engages Digital Lending Applications/Lending Service Platforms to source borrowers and/ or to recover dues, same shall be in accordance with RBI guidelines on Digital lending issued from time to time.

FURTHER ASSISTANCE

Complaints / Grievances and Feedback / Suggestions – Internal Procedures

The Company has laid down an appropriate grievance redressal mechanism within the organization to resolve disputes arising in this regard.

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/ 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 Reserve Bank of India through the complaint lodging portal: <https://cms.rbi.org.in>.

A consolidated report on the review of compliance of the Fair Practices Code and functioning of the grievance redressal mechanism at various levels of management shall be submitted to the Board at annual intervals.

FURTHER ASSISTANCE

Kindly refer to the Grievance Redressal Mechanism.

[Grievance Redressal Mechanism](#)

MORE INFORMATION ABOUT THE CODE

The code will be available on our website and copies will be made available on request.

REVIEW OF THE CODE

The Fair Practice Code will be reviewed at least once in a year by the Board.

INDEX OF THE REVIEW OF THE POLICY

Sr. No.	Date of the Review
1.	April 18, 2019
2.	May 28, 2020
3.	February 8, 2023
4.	March 12, 2024
5.	January 17, 2025
6.	January 16, 2026