

## FAIR PRACTICES CODE

### A. INTRODUCTION

This Fair Practices Code (FPC) of Geojit Credits Private Limited ("the Company" / "GCPL") has been formulated in accordance with the RBI (Non-Banking Financial Companies – Responsible Business Conduct) Directions, 2025 dated 28 November 2025, as amended from time to time, which consolidates and supersedes all earlier RBI guidelines on fair practices for Non-Banking Finance Companies (NBFCs). It sets out the minimum standards of fair practice to be followed by the Company in all lending activities.

This Code applies to all employees of the Company and to customers with whom the Company has a lending relationship and covers all products and services offered by the Company.

### B. OBJECTIVES

This Fair Practices Code has been framed with the objective of:

- Ensure fair, transparent, and non-discriminatory practices in all interactions with borrowers.
- Empower borrowers with clear, complete, and timely information to make informed decisions.
- Build customer confidence in the Company through consistent standards and accessible grievance redressal.
- Ensure full compliance with the RBI (NBFC – Responsible Business Conduct) Directions, 2025 and all applicable regulations.

### C. CHANNELS OF COMMUNICATION

- i. The Company shall communicate with borrowers in English or in the language indicated by the borrower in the loan application form, as understood by the borrower.
- ii. The Company may communicate through: letters (hardcopy), email, SMS, or phone calls (landline or mobile), as appropriate to the urgency and nature of the communication.
- iii. Sanction letters and loan agreements shall invariably be given in hardcopy or digitally signed electronic copy.
- iv. Demand / recall notices shall be issued by email (with follow-up hardcopy where required), given the urgency of such communications. Issuance of notice by any one valid mode — email or hardcopy — constitutes a legal demand.
- v. All communications relating to loan accounts, including outstanding balance, LTV status (for LAS/LAMF products), interest rate resets, overdue notices, and DPD/default reporting to CICs, shall be sent to the borrower via email/SMS. The Company shall maintain records of all such communications for audit purposes.
- vi. Borrowers may provide their email ID and mobile number as consent for communication through electronic channels.

### D. LOAN APPLICATIONS AND PROCESSING

- i. The Company offers various financial products including Loan Against Securities (Shares, Mutual Funds, Sovereign Gold Bonds), Loan Against Life Insurance Policy, Loan Against Property, Loan

Against Rent Receivables, Term Loans, Loan Against Commodities, ESOP Loans, and Personal Loans.

- ii. Loan application forms and all borrower-facing documents shall be provided in the vernacular language or a language understood by the borrower, as required under the RBI (NBFC–Responsible Business Conduct) Directions, 2025.
- iii. A loan application form or appropriate documentation shall be prescribed for each product, containing all information and document requirements relevant to that product, enabling the borrower to make a meaningful comparison with similar offerings from other NBFCs and take an informed decision.
- iv. Loan application forms shall clearly indicate the documents required to be submitted by the borrower.
- v. The Company shall provide an acknowledgement for receipt of every loan application, along with the expected timeline for decision-making.
- vi. The Company shall communicate its credit decision — approval or rejection — to the borrower within a reasonable period from the date of receipt of the complete application. In case of rejection, the reason shall be conveyed in writing.
- vii. Creditworthiness assessment shall be in compliance with the Credit Policy of the Company.
- viii. Credit limits shall be enhanced only upon explicit request of the borrower, and all such requests and decisions shall be recorded.

#### **E. LOAN APPRAISAL, SANCTION, AND TERMS & CONDITIONS**

- i. The Company shall convey in writing to the borrower, by way of a sanction letter, the amount of loan sanctioned along with all terms and conditions, including the annualised rate of interest and the method of application thereof. Acceptance of these terms and conditions by the borrower shall be recorded.
- ii. Any clause relating to penal charges for late repayment or non-compliance shall be specified in the loan agreement.
- iii. Exact due dates for repayment, frequency of repayment, and the breakup between principal and interest shall be clearly specified in every loan agreement. Borrowers shall be apprised of the same at the time of sanction and also at the time of any subsequent changes to the sanction terms.
- iv. A copy of the loan agreement shall be furnished to the borrower at the time of completion of loan documentation process.

#### **F. KEY FACTS STATEMENT (KFS)**

- i. Before execution of the loan contract, the Company shall provide a Key Facts Statement (KFS) to all retail and MSME borrowers in the standardised format prescribed under RBI (NBFC–Responsible Business Conduct) Directions, 2025.
- ii. The Company shall provide a KFS to all prospective borrowers to help them take an informed view before executing the loan contract, as per the standardised format given in the Annex I of the RBI (NBFC–Responsible Business Conduct) Directions, 2025. (Annx I format attached to the Code as Annx I)
- iii. The KFS shall be written in a language understood by the borrower. Its contents shall be explained to the borrower and an acknowledgement obtained.

- iv. The KFS shall also include a computation sheet of annual percentage rate (APR), and the amortisation schedule of the loan over the loan tenor. APR will include all charges which are levied by the Company.
- v. Charges recovered from the borrowers by the Company on behalf of third-party service providers on actual basis, such as insurance charges, legal charges etc., shall also form part of the APR and shall be disclosed separately. In all cases wherever the Company is involved in recovering such charges, the receipts and related documents shall be provided to the borrower for each payment, within a reasonable time.
- vi. Any fees, charges, etc. which are not mentioned in the KFS, cannot be charged by the NBFCs to the borrower at any stage during the term of the loan, without explicit consent of the borrower.
- vii. The KFS shall also be included as a summary box within the loan agreement. For digital loans, a digitally signed KFS on Company letterhead shall be automatically sent to the borrower's verified email/SMS upon loan execution.

## G. DISBURSEMENT OF LOANS AND CHANGES IN TERMS & CONDITIONS

- i. **DISBURSEMENT FUND FLOW:** In compliance with RBI (NBFC–Credit Facilities) Directions, 2025, for all loans under digital process, disbursements shall be made DIRECTLY to the borrower's bank account. No disbursement shall be routed through any Lending Service Provider (LSP), third-party platform, pool account, or pass-through account. Repayments by the borrower shall flow directly to the Company's designated account without intermediation.
- ii. **CHANGE IN TERMS & CONDITIONS:** The Company shall give prior notice to borrowers of any change in terms and conditions of sanctioned loans, including disbursement schedules, interest rates, service charges, and pre-payment charges. Such communication shall be through published website notices, email, letters, or specific borrower-level communication as appropriate. Changes in interest rates and charges shall be effected only prospectively. A suitable condition in this regard must be incorporated in the loan agreement.
- iii. **RELEASE OF SECURITY:** The Company shall 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 they may have against borrower. 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.
  - **Loan against Securities:** Upon full repayment of dues, the Company shall release all securities and documents within a reasonable time, not exceeding 30 days, subject to any legitimate right of lien or set-off.
  - **Loan against Insurance Policies:** Upon full repayment of dues, the Company shall release all securities and documents within a reasonable time, not exceeding 30 days, subject to any legitimate right of lien or set-off.
  - **Loan against Property:** On full repayment / closure of a loan, the Company shall return all original documents (title deeds, insurance policies, pledge confirmation letters, etc.) to the borrower within 30 days of loan closure. In case of delayed return, the Company shall communicate the reason in writing and shall be liable to pay compensation at the rate approved by the Board. Where loss or damage of documents has occurred, the Company shall assist the borrower in obtaining certified copies from relevant authorities at the Company's cost.

- **Other Loans:** Upon full repayment of dues, the Company shall release all securities and documents within a reasonable time, as may be decided by the Credit Committee, subject to any legitimate right of lien or set-off.
- iv. **NO-OBJECTION CERTIFICATE:** A No-Objection Certificate (NOC) shall be issued to the borrower on fulfilment of terms and conditions including repayment obligations, within 15 working days of completion of formalities.
- v. Decision to recall/ accelerate payment under a loan agreement shall be in consonance with the respective loan agreement terms.

## H. GENERAL CONDUCT STANDARDS

- i. The Company shall refrain from interference in the affairs of its borrowers except for the purposes provided in the terms and conditions of the respective loan agreement (unless new information, not earlier disclosed by the borrower, comes to the Company's notice).
- ii. Requests for transfer of borrowal accounts shall be responded to within 21 days of receipt. Any objection shall be communicated with reasons. Transfer shall be on transparent contractual terms in consonance with applicable laws.
- iii. In the matter of recovery of loans, the Company shall not resort to undue harassment viz., persistently bothering the borrowers at odd hours, use muscle power for recovery of loans etc. As complaints from customers also include rude behaviour from the staff of the companies, the Company shall ensure that the staff is adequately trained to deal with the customers in an appropriate manner.
- iv. The Company shall report credit data to all registered Credit Information Companies (CICs) — CIBIL, Experian, Equifax, CRIF High Mark — in the Uniform Credit Reporting Format, as per the timeline specified by RBI Directions. SMS/email alerts shall be sent to borrowers upon each DPD/default report filed with CICs.

## I. DIGITAL LENDING CONDUCT

This section applies to all loan products offered through Digital Lending Apps (DLAs) or through Lending Service Providers (LSPs), in compliance with Chapter III - Digital Lending of the RBI (NBFC – Credit Facilities) Directions, 2025.

### Borrower Information, Consent and Data Storage:

- i. The Company shall ensure that there is no automatic increase in credit limit unless an explicit request is received, evaluated and kept on record from the borrower for such increase.
- ii. Data collected from borrowers through digital channels shall be with prior and explicit consent having audit trail. The data must be purpose-specific, consent-based, and minimal. A one-time access can be taken for camera, microphone, location or any other facility necessary for the purpose of on-boarding / KYC requirements only, with the explicit consent of the borrower.
- iii. The borrower shall be provided with an option to give or deny consent for use of specific data, restrict disclosure to third parties, data retention, revoke consent already granted to collect personal data and if required, make the Company / LSP delete / forget the data.

- iv. Customer information shall be treated as confidential. Explicit consent of the borrower shall be taken before sharing personal information with any third party, except for cases where such sharing is required as per statutory or regulatory requirement.
- v. The purpose of obtaining borrowers' consent needs to be disclosed at each stage of interface with the borrowers.
- vi. An NBFC shall ensure that LSP engaged by them do not store personal information of borrower except some basic minimal data (viz., name, address, contact details of the customer, etc.) that may be required to carry out their operations or service within the scope of the Company-LSP agreement.
- vii. The Company/LSP shall store no biometric data of the borrower.
- viii. All borrower data shall be stored only in servers located within India. Data processed outside India shall be repatriated to domestic servers and deleted from foreign servers within 24 hours.
- ix. Privacy policies shall be publicly displayed on the Company's website and on all DLAs.
- x. Details of all DLAs (owned by the Company or operated by its LSPs) shall be reported to RBI through the Centralised Information Management System (CIMS) portal, in the format prescribed by RBI.

#### Loan Offer and Disclosure

- i. The Company shall obtain the necessary information relating to economic profile of the borrower with a view to assessing the borrower's creditworthiness before extending any loan. The same shall be kept on record for audit purposes.
- ii. The Company shall ensure that digitally signed documents (on the letter head of the NBFC) viz., KFS, summary of loan product, sanction letter, terms and conditions, account statements, privacy policies of the NBFC / LSP with respect to storage and usage of borrowers' data, etc. shall automatically flow to the borrower on the registered and verified email / SMS upon execution of the loan contract / transactions.

#### Loan disbursement, servicing and repayment

- i. A digitally signed KFS on the Company's letterhead shall be automatically sent to the borrower's verified email / SMS upon loan execution.
- ii. Disbursement of loan by the Company shall always be made into the bank account of the borrower except for disbursements covered exclusively under statutory or regulatory mandate.
- iii. The Company shall ensure that in no case, disbursement is made to a third-party account, including the accounts of LSP, except as specified in RBI (NBFC – Credit Facilities) Directions, 2025.
- iv. The Company shall ensure that all loan servicing, repayment, etc. is executed by the borrower directly in the NBFC's bank account without any pass-through account/ pool account of any third party, including the accounts of LSP.
- v. The flow of funds between the bank accounts of the borrower and the NBFC shall not be controlled either directly or indirectly by a third-party, including the LSP.
- vi. The Company shall ensure that any fees, charges, reimbursements, etc. payable to LSP are paid directly by the NBFC and are not charged to or collected from the borrowers separately by LSP.
- vii. In case of delinquent loans, the Company may deploy physical interface to recover loans in cash, wherever necessary. In order to afford operational flexibility to the Company, such transactions are exempted from the requirement of direct repayment of loan in the NBFC's bank account. However, any recovery by cash shall be duly reflected in full in the borrower's account on the same day and the Company shall ensure that any fees, charges, etc., payable to LSPs for such recovery are paid

directly by the Company and are not charged by LSP to the borrower either directly or indirectly from the recovery proceeds.

#### Arrangements between the Company and LSP

- i. For loans sourced through LSPs operating with multiple lenders, the LSP shall display loan offers impartially. LSP shall provide a digital view of all the loan offers matching the borrower's request on the DLA which meets the requirement of the borrower. The name of the unmatched lenders shall also be disclosed in the digital view.
- ii. Matched loan offers shall clearly show the lender's name, sanctioned amount, APR, tenor, monthly repayment obligations, and penal charges (if applicable), in a way which enables the borrower to make a fair comparison between various offers and a link to KFS. Dark patterns or biased presentation are prohibited.

COOL-OFF PERIOD: In accordance with the RBI (NBFC – Credit Facilities) Directions, 2025, borrowers availing loans through digital channels shall be given an explicit option to exit the loan without any penalty (other than a nominal processing fee if Board-approved) during a cool-off period as specified in the Credit Policy of the Company. This, if applicable, shall be disclosed to the customer upfront in KFS.

### **J. INTEREST RATES AND CHARGES**

The Company's Interest Rate Policy, approved by the Board, governs the determination of interest rates. However, the following fair practice principles apply:

- i. The Company has adopted an interest rate model taking into account cost of funds, administrative cost, margin, and risk premium. Interest rates are risk-based and reflect the financial strength, business profile, regulatory environment, and credit history of the borrower.
- ii. The annualised 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 in the loan application form, sanction letter, loan agreement, and Key Facts Statement.
- iii. The Annual Percentage Rate (APR) disclosed to borrowers shall be comprehensive and inclusive of all fees, charges, and third-party costs recovered from borrowers through the Company. Third-party charges (insurance premiums, legal fees, valuation charges) shall be disclosed separately in the KFS, and receipts shall be provided to the borrower within a reasonable time.
- iv. Interest rates and other charges and the approach for gradation of risks shall be prominently displayed on the Company's website.
- v. A clause to the effect that interest rates shall be subject to review shall be incorporated in the loan documents.
- vi. Changes in interest rates and charges shall be notified to the borrower in advance and shall be applied only prospectively.

### **K. LOAN FACILITIES TO THE PHYSICALLY / VISUALLY CHALLENGED**

The Company shall not discriminate in extending products and facilities including loan facilities to physically / visually challenged applicants on grounds of disability. The Company shall render all possible assistance to persons with disabilities in accessing its services. Employee training programmes shall include a module on the rights of persons with disabilities. Grievances of persons with disabilities shall be addressed through the standard grievance redressal mechanism.

## L. PENAL CHARGES

In compliance with RBI (NBFC–Responsible Business Conduct) Directions, 2025, penalty for non-compliance of material terms of the loan contract shall be treated as ‘penal charges’ and shall NOT be levied in the form of penal interest added to the rate of interest.

Penal charges shall be disclosed upfront in the KFS and sanction letter.

The Company has a separate Policy which governs the Penal Charges.

## M. GRIEVANCE REDRESSAL MECHANISM

The Company is committed to prompt, fair, and accessible resolution of all customer grievances. Customers may take up disputes arising out of the lending decisions/ conduct of the Company as per the following multi-level mechanism:

Level	Contact Details and Timeline
LEVEL 1 — Grievance Redressal Officer (GRO)	First point of contact for all borrower complaints. Name: Shaima Mol R, Designation: Grievance Redressal Officer Geojit Credits Pvt Ltd, 34/659-P, Civil Line Road, Padivattom, Kochi – 682024 Email: grievances@geojitcredits.com   Ph: 0484-6411252  Resolution Timeline: Within 7 working days of receipt of complaint.
LEVEL 2 — Principal Nodal Officer	For complaints unresolved at Level 1, or where the borrower is dissatisfied with the Level 1 resolution. Name: Rony Joseph Designation: Principal Nodal Officer Geojit Credits Pvt Ltd, 34/659-P, Civil Line Road, Padivattom, Kochi – 682024 Email: credits@geojitcredits.com   Ph: 0484-6411256  Resolution Timeline: Within 15 working days of receipt of escalation.
LEVEL 3 — Managing Director	For complaints unresolved at Level 2, or where the borrower is dissatisfied with the Level 2 resolution. Managing Director Geojit Credits Pvt Ltd, 34/659-P, Civil Line Road, Padivattom, Kochi – 682024 Email: mdoffice   Ph: 0484 – 6411000  Resolution Timeline: Within 30 days of receipt of escalation.

RBI OMBUDSMAN (External)	If the complaint is not satisfactorily resolved within 30 days from the date of initial complaint to the Company, the borrower may approach the RBI Ombudsman. RBI Centralised Receipt and Processing Centre (CRPC) Online: <a href="https://cms.rbi.org.in">https://cms.rbi.org.in</a>   Email: <a href="mailto:crpc@rbi.org.in">crpc@rbi.org.in</a> The Company is covered under the RBI Integrated Ombudsman Scheme. Complaint to the Ombudsman is free of cost.
SACHET PORTAL (Alerts)	For reporting unregulated/illegal lending activities: <a href="https://sachet.rbi.org.in">https://sachet.rbi.org.in</a>

**NODAL OFFICER FOR DIGITAL LENDING:** A Nodal Grievance Redressal Officer shall be designated for all complaints arising from digital lending channels / DLAs. Contact details of this officer shall be prominently displayed on the Company's website and on all DLAs operated by the Company or its LSPs. All digital lending grievances, including those arising from LSP conduct, shall be addressed by the Company directly. The Grievance Redressal Officer shall act as the Nodal Grievance Redressal Officer for digital lending.

**CREDIT INFORMATION GRIEVANCES:** Complaints related to incorrect credit bureau data shall be separately tracked and resolved within 30 days. Delayed resolution beyond 30 days shall attract compensation of ₹ 100 per calendar day payable to the complainant, as per RBI (NBFC–Credit Information Reporting) Directions, 2025.

A consolidated report on the functioning of the grievance redressal mechanism — including complaint volumes, resolution timelines, and pending complaints — shall be submitted to the Credit Committee on periodic basis.

## **N. GENERAL PROVISIONS AND POLICY REVIEW**

- i. Fair practices shall be adopted both in letter and spirit in all lending activities of the Company.
- ii. This Fair Practices Code shall be published on the Company's website and displayed at all offices and customer-facing points, for the information of all stakeholders.
- iii. All employees engaged in customer-facing lending activities shall be trained on this Code as part of their induction and through periodic refresher training programmes.
- iv. The Fair Practices Code shall be reviewed and updated by the Board at least annually, and more frequently if warranted by changes in RBI directions or business circumstances. Amendments shall take effect from the date of Board approval.
- v. The Board shall ensure, through the compliance function and internal audit, that the provisions of this Code are observed in practice. Non-compliance findings shall be escalated to the Board.

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