Policy on
Fair Practice Code

LoanTap Credit Products Private Limited (Latest Reviewed on 03rd May, 2025)

Private & Confidential

Fair Practices Code

1. Introduction

Loantap Credit Products Private Limited (formerly known as Lotus Sree Filco Private Limited) [the "Company"], is a Non-Deposit Taking Non-Banking Financial Company ["NBFC-ND"] registered with the Reserve Bank of India ["RBI"] under section 45-IA of the Reserve Bank of India Act, 1934 ["RBI Act"].

The Company is engaged in the business of providing various financing products to its various customers, which include Individuals, Partnership firms, Companies and other legal entities.

As per Chapter V of the Non-Banking Financial Company - Non-Systemically Important Non-Deposit Taking Company (Reserve Bank) Directions, 2016, as amended from time to time, the Company has adopted and shall implement this code throughout the organization which has been duly approved by the Board of Directors of the Company. This Fair Practices Code applies to all the categories of products and services offered by the Company (Both currently offered and / or which may be offered at a future date). The Fair Practices Code has been updated as per RBI's latest guidelines issued and amended on 10th Nov,2023 named as Scale Based Regulations, 2023

2. Objectives

This Fair Practices Code (FPC) is aimed to provide to the customer's effective overview of practices, which is to be followed by the Company in respect of the financial facilities and services offered by the Company to its customers. This Code would facilitate the existing as well as prospective customers to take informed decisions in respect of the financial facilities and services to be availed by them or other financial products which they may obtain from the Company.

This Code has been developed with an objective of:

- Promoting good, fair and trustworthy practices by setting minimum standards in dealings with the customers;
- To conduct business in accordance with prevailing statutory, regulatory and corporate governance principles.
- Increasing transparency to enable the customers to have a better understanding of the product and enabling them to take informed decisions;
- Promote a fair and cordial relationship between the customers and the Company;
- To create and maintain adequate mechanisms for redressal of customer grievance.

Private & Confidential

3. Key Commitments

The Company's key commitments to its customers / prospective customers (As applicable) are as under:

a. The Company is to act fairly and reasonably in all the dealings with customers by:

- Meeting the commitments and standards in this Fair Practices Code for the financial products and services we offer, and the procedures and practices our staff follow;
- Ensuring that the Company's products and / or services are in compliance with the relevant laws and regulations;
- Making the Company's dealings with customers / prospective customers rest on ethical principles of integrity and transparency;
- Providing professional, courteous and speedy services;
- Providing accurate and timely disclosure of terms and conditions, costs, rights and liabilities as regards financial transaction;
- Not engaging in unlawful and / or unethical practices.

b. The Company is to help the customers / prospective customers understand how the financial products and / or services work by:

- Ensuring that our advertising & promotional literature is clear and is not misleading;
- Giving verbal information that is consistent with the literature shared with customer;
- Explaining financial implications of the transactions to them.

c. The Company is to deal quickly and sympathetically with the consumer complaints / queries by:

- Offering channels to route the consumer queries;
- Correcting mistakes / errors quickly;
- Attending and handling customer complaints quickly;

Private & Confidential

- Assisting customers on process to taking their complaints forward if they are not satisfied with our assistance;

- Reversing any charges that the Company has applied erroneously quickly.

d. The Company is to have copies of this code available for customer on request.

4. Information

a. Helping customer choose products and services, which meet their needs and give them clear information explaining the key features of the services and products they are interested in.

b. Inform customers about the documentary information the Company needs from them to establish customer's true identity and address and, other documents to comply with legal and regulatory requirements.

c. Giving exact idea to the customers that how the selected product or service will be implemented on the company's end and what all compliances need to be done on the customer's end.

d. The company will inform regarding the charges for any service or product, before the company provides that service or product.

5. Non-Discrimination

The Company is strictly prohibited to engage in any form of discrimination towards the Company's existing as well as potential customers on the basis of gender, race or religion. Any complaints for violation of the same are to be communicated immediately to the Grievance Redressal Officer of the Company, whose communication details have been stated in clause 12.

6. Application for Loans and their Processing

a. The Company's official language for all communications within the Company or with third parties is to be English;

b. A declaration from each customer is to be obtained before / along with the application to the effect certifying that the customer understands English.

c. The Company may also use an application kit in language as understood by the borrower if the Customer does not understand English. This, however, may be at the sole discretion of the Company and only on a case by case basis.

d. The Application Form of the Company for each of the products offered may be different depending upon the requirement of each product and shall include all

Private & Confidential

information that is required to be submitted by the Borrower. Necessary information should also be provided by the Company to facilitate the Borrower in making a meaningful comparison with similar terms and conditions offered by other Lending Institutions and taking an informed decision based on the aforesaid comparison.

e. The Application Form of the Company shall also indicate the list of documents required to be submitted by the Borrowers along with the Application form. If any additional details / documents are required, the same shall be intimated to the customers / borrowers. The need for such information and documents shall be explained to the customers / borrowers and reasonable time shall be provided for submission of the same.

f. The Company has a mechanism of giving acknowledgement for receipt of Loan Applications from its Borrowers / Prospective Borrowers. The Company shall inform the borrower about its decision within reasonable period of time from the date of receipt of all the information required in full and preferably the time frame within which loan applications will be disposed off will be indicated in the acknowledgement.

g. The Company may conduct contact point verification through its employees or through an agency appointed by it, by contacting the customer at their residence/business telephone numbers and /or physical visit to residence/business address mentioned on the loan application, depending on the risk categorization of the customer.

7. Loan Appraisal and Terms & Conditions

a. The Company shall conduct a due diligence on the creditworthiness of the borrower, which will be an important parameter for taking a decision on the application. The assessment would be in line with the Company's credit policies, client categorization, industry norms and procedures in respect thereof.

b. The Company will convey in writing to the borrower, in English or in the language as understood and confirmed by the borrower, by means of a written communication of the amount of loan sanctioned or otherwise. The said communication shall contain the terms and conditions including the annualized rates of interest and method of application thereof and keep the acceptance of these terms and conditions in the Company's records.

c. The terms and conditions may mention penal Charges to be charged for late payment. The same will be disclosed in bold in the Loan Agreement.

d. The Company will obtain an acceptance from the borrower on the said sanction letter, which shall be on the letter head of the company, with the borrower's signature under the caption "**I/WE ACCEPT ALL THE TERMS AND**

Private & Confidential

CONDITIONS WHICH HAVE BEEN READ AND UNDERSTOOD BY ME/US." The company will maintain a record of such acceptance.

e. The Company will furnish a copy of loan agreement along with a copy of all enclosures quoted in the loan agreement to all the borrowers at the time of sanction/disbursement of loans. The company will ensure that the loan agreements and enclosures furnished to all borrowers contain the terms and conditions and the rate of interest in the form of a term sheet, which shall be annexed to the loan agreement.

8. Disbursement of Loans (Including changes in Terms & Conditions)

a. The Company has framed appropriate internal principles and procedures for determining the interest rates, processing and other charges. The company shall at the time of disbursal, ensure that the interest rate and processing and other charges on loan and advances are in strict adherence to above referred internal principles and procedures;

b. The disbursement shall be done immediately upon compliance of all terms and conditions of the sanction by the borrower;

c. The Company shall give notice in writing to the borrower of any change in the terms and conditions including disbursement schedule, interest rates, services charges, prepayment charges etc. The Company shall also ensure that changes in interest rates and charges are affected only prospectively. This clause shall be covered in the loan agreement as well;

d. Decision to recall/ accelerate payment or performance under the Agreement shall be in consonance with the respective loan Agreement.

e. The Company shall release all securities of its Borrower only on repayment of all dues by such Borrower, or only on realization of the outstanding amount of the Borrower's availed limit, subject to any legitimate right or lien for any other claim which the Company may have against its Borrower. If such right of set off is to be exercised, the Borrower shall be given notice in writing about the same with full particulars about the remaining claims and conditions under which the Company will be entitled to retain the securities till the relevant claim is settled or paid by the Borrower. No Objection certificate will be issued to the customer on fulfilment of said terms.

9. Communication of Digitally Signed Loan Documents

The Company shall ensure that all digitally signed documents executed as part of the loan process — including but not limited to the Key Fact Statement (KFS), summary of the loan product, sanction letter, terms and conditions, account statements, and privacy policies — are automatically shared with the borrower upon execution of the loan contract or related transactions. These documents shall be sent to the

Private & Confidential

borrower's registered and verified email address and/or via SMS, in a timely and secure manner.

10. Disclosure of Purpose at Each Stage of Consent

At every stage of interaction with the borrower where consent is sought, the Company shall explicitly disclose the specific purpose for which such consent is being obtained. This ensures transparency and informed decision-making by the borrower in accordance with applicable regulatory guidelines and data protection principles.

11. Communication Regarding Recovery Agents

In the event that the Company delegates recovery responsibilities to a Lending Service Provider (LSP), or there is a change in the LSP responsible for recovery, the Company shall communicate the identity and contact details of the authorised LSP to the borrower. This communication shall be made at the time such delegation or change occurs, ensuring that the borrower is fully informed of the party authorised to undertake recovery-related activities on behalf of the Company.

12. Release of Original Documents

Upon full repayment or settlement of a loan account, company shall if applicable Release all original documents pertaining to the loan, including title deeds and any other security documents, to the borrower or their authorized representative.
Remove any charges registered with any registry (including CERSAI, ROC, or other relevant authorities) within a maximum period of 30 (thirty) days from the date of such repayment or settlement.

13. Borrower's Choice of Collection Location

The borrower shall if applicable have the option to collect the original loan documents from The outlet or branch office where the loan was originally sanctioned and serviced; or Any other office of the company where the documents are currently maintained, as per the preference indicated by the borrower.

14. Disclosure in Sanction Letters

The timeline and place of return of original documents shall be explicitly stated in the loan sanction letter issued to the borrower at the time of loan approval. Additionally, company shall if applicable return the documents within 30 days from the date of closure of the loan account or the borrower.

15. Procedure in the Event of Borrower's Demise

In the unfortunate event of the borrower's demise the company shall if applicable follow a clearly defined and transparent procedure for the release of original loan documents to the legal heirs or nominees of the borrower.
Such procedures, including documentation and verification requirements, shall be prominently published and made accessible on the official website of company under the section for customer policies and procedures which includes that the legal heirs or beneficiary of the will executed by borrower shall submit the death

Private & Confidential

certificate of the borrower after verification of which he/she will be handed over the documents of borrower.

16. General

a. The Company shall strictly refrain from interference in the affairs of the borrower except for the purposes provided in the Loan Agreement unless new information not earlier disclosed by the Borrower has come to the notice of the Company.

b. In the matter of recovery of loans, the Company shall strictly resort only to remedies which are legally and legitimately available to it and shall at no point in time resort to any form of undue harassment like bothering the borrowers at odd hours/ use of muscle power for recovery of loans.

c. The Company shall ensure that the entire process of enforcing its security, valuation and realization thereof is fair and transparent.

d. The Company shall ensure that the staff is adequately trained to deal with the customers in an appropriate manner.

e. In case of receipt of a request from the borrower for transfer of the borrowal account, the consent or otherwise i.e. objection of the Company, if any, shall be conveyed within 21 days from the date of receipt of such request. Such transfer shall be as per transparent contractual terms in consonance with law.

f. The Company shall not charge interest rate beyond a certain level which may be seen as excessive or not sustainable or not conforming to normal financial practices.

17. Confidentiality

Unless authorized by the customer, the Company will treat all personal information as private and confidential. The Company will not reveal transaction details to any other entity including within the group other than the following exceptional cases:

- If the Company is required to provide the information by statutory or regulatory laws (Eg. Furnishing information to FIU-Ind, Central Know Your Customer Registry, etc.)

- If there is a duty to the public to reveal this information (Eg. Furnishing Information to Credit Information Companies)

- If the Company has taken the customers permission in writing (for instance at the time of loan sanctioning) to provide such information to its group / associate / entities or companies for providing other products or services

Private & Confidential

- Where the customer asks us in writing to reveal such information to its group / associate / entities or companies for providing other services or products.

18. Regulation of Rate of Interest

a. The Board of Directors shall adopt an interest rate policy for determining the rate of interest to be charged on loans and advances, processing and other charges taking into account relevant factors such as, cost of funds, margin and risk premium, etc. 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 communication.

b. The information published on the website or otherwise published, if any, should be updated whenever there is a change in the rates of interest.

c. The rate of interest should be annualised rates so that the borrower is aware of the exact rates that would be charged to the account.

19. Complaint Redressal Mechanism

A grievance redressal mechanism within the organisation comprising Business Heads, Heads of Risk and Collections and Heads of Operations has been set up to resolve disputes arising in this regard. This Forum will ensure that all the disputes arising out of the decisions the Company's functionaries are heard and disposed of at least at the next higher level.

a. The complaints can be forwarded to the Grievance Redressal Officer on Email ID: CS.LoantapCredit@help.loantap.in or at the following address:

Chintamani Kalburge (Principal Nodal Officer)
Loantap Credit Products Private Limited,
103, Hermes Waves,
Central Avenue Road, Kalyani Nagar,
Pune-411006

b. After examining the matter, the Company shall endeavour to send the customer its response within four weeks and intimate the customer how to escalate the complaint to higher level, if he is not satisfied with the response from lower level.

c. If the complaint / dispute is not redressed within a period of four weeks, the customer may appeal to the following Officer-in-Charge of the Mumbai Regional Office of Department of Non-Banking Supervision of the Reserve Bank of India:

The Officer-In-Charge,
Department of Non-Banking Supervision,
Reserve Bank of India,

Private & Confidential

Mumbai Regional Office,
Opp. Mumbai Central Railway Station,
Byculla, Mumbai 400 008

d. A periodical review of the compliance of the Fair Practices Code and the functioning of the grievance's redressal mechanism at various levels of management would be undertaken by the Company.

20. Adherence to this Fair Practices Code

The Company shall abide by this Fair Practices Code following the spirit of the Code and in the manner it may be applicable to its business. Every employee responsible to directly deal with the customers shall be updated of the fair practices code and its amendments / updation at regular intervals.

21. Commitments outlined in this Code are applicable under normal operating environment. In the event of force majeure, the Company may not be able to fulfil the commitments under this Code.

22. Feedback / Suggestions

We request you to provide us with your valuable feedback on our products / services. The Consumers' suggestions help us improve our services.

23. Adoption of the Fair Practices Code

This Fair Practices Code has been amended vide Company's Board of Directors' resolution dated 03rd May 2025 This Fair Practices Code shall stand amended organization-wide with effect from 03rd May 2025.

X-X-X-X

Private & Confidential