Aeroflex Finance Private Limited

FAIR PRACTICE CODE

RESPONSIBLE BUSINESS CONDUCT GUIDELINES

Policy Title	FAIR PRACTICE CODE RESPONSIBLE BUSINESS CONDUCT GUIDELINES
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1. INTRODUCTION

The Reserve Bank of India has prescribed broad guidelines on Fair Practices Code for all Non-Banking Finance Companies which sets the fair practices standards while dealing with their customers including prospective clients.

Aeroflex Finance Private Limited (referred to as the "AFPL") has formulated this Fair Practices Code / Responsible Business Guidelines (“Code”) which is aimed to provide to all the stake holders, especially borrowers effective overview of practices followed by AFPL in respect of the financial facilities and services offered by the Company to its borrowers. This code seeks to amend and supersede the Fair Practices Code framed by the Company. The new guidelines are drafted in accordance with the RBI (NBFCs – Responsible Business Conduct) Directions, 2025 as amended from time to time (“Master Direction”).

1.1 Applicability

This Fair Practices Code (“Code”) applies to Aeroflex Finance Private Limited (“AFPL” or the “Company”) and all products and services offered by the Company, whether provided through physical channels, digital platforms, online modes, electronic communication, or any other means.

This Code shall apply to:

• all employees, officers, and representatives of the Company; and

• all persons or entities acting on behalf of the Company, including agents, service providers, outsourcing partners, collection agencies, digital lending service providers (where applicable), and other third-party service providers, to the extent applicable.

The provisions of this Code shall be read in conjunction with and implemented in compliance with the applicable provisions of the Reserve Bank of India (Non-Banking Financial Company – Scale Based Regulation) Directions, RBI Fair Practices Code guidelines, applicable RBI Master Directions, circulars, and other regulatory instructions issued by the Reserve Bank of India from time to time.

2. Objectives and Overview

Aeroflex Finance Private Limited (“AFPL” or the “Company”) is a Non-Banking Financial Company – Investment and Credit Company (NBFC-ICC) registered with and regulated by the Reserve Bank of India (“RBI”). The Company is classified as an NBFC – Base Layer (NBFC-BL) under the RBI's Scale Based Regulation (SBR) framework and is engaged in the business of extending credit facilities and undertaking such financial activities as permitted by the RBI to various categories of customers, including individuals, proprietorship concerns, partnership firms, limited liability partnerships, companies, trusts, and other legal entities.

The Company has framed and adopted this Fair Practices Code (“Code”) in compliance with the provisions of the Reserve Bank of India (Non-Banking Financial Companies – Responsible Business Conduct) Directions, 2025, issued by the Reserve Bank of India on 28 November 2025, as amended and modified from time to time.

This Code, inter alia, gives effect to the Fair Practices Code requirements prescribed under Chapter III(A) of the aforesaid Directions and incorporates other applicable regulatory provisions relating to customer protection, transparency, ethical business conduct, responsible lending, grievance redressal, and fair treatment of customers, to the extent applicable to the Company's business activities.

2.1 Objectives of the Fair Practices Code

The objectives of this Fair Practices Code are to ensure that the Company adopts fair, transparent, and responsible business practices while dealing with its customers. Accordingly, the Company shall maintain procedures to:

a) Promote fair and ethical lending practices by establishing minimum standards to be followed in all customer interactions and lending operations;
b) Enhance transparency by providing customers with clear, accurate, and timely information regarding the Company's products, services, terms and conditions, fees, charges, and other relevant matters to enable informed decision-making;
c) Foster a fair, transparent, and cordial relationship between the Company and its customers by ensuring professionalism, courtesy, and responsiveness in all dealings;
d) Promote customer confidence in the financial services system through responsible business conduct, effective grievance redressal, and compliance with applicable laws, regulations, and regulatory guidelines issued by the Reserve Bank of India from time to time.

3. Responsible Business Conduct Requirements

3.1 Applications for loans and their processing

The Company shall ensure that the loan application and processing procedures are fair, transparent, and customer-centric. Accordingly:

a) All communications with the borrower shall be in the vernacular language or in a language understood by the borrower.
b) The Company shall provide a loan application form that includes, or is accompanied by, information on the key features of the loan product, including the applicable rate of interest, fees and charges (if any), processing fee, penal charges (if applicable), prepayment or foreclosure options and related charges (if any), and any other material information that may affect the borrower's decision. This shall enable the borrower to make an informed decision and facilitate a meaningful comparison with the terms and conditions offered by other lenders.
c) The loan application form, or the communication provided to the borrower at the time of sourcing the loan, shall clearly specify the documents and information required for processing the loan application.
d) The Company shall acknowledge receipt of all loan applications through a written, electronic, or digital acknowledgement, as applicable. The acknowledgement shall, wherever feasible, indicate the expected timeline for disposal of the loan application.
e) The Company shall endeavour to process and dispose of loan applications within the timelines prescribed under the applicable RBI Directions or disclosed by the Company. in its loan application form, website, or other customer communications, provided that the application is complete in all respects. The Company shall communicate its decision to sanction or reject the loan application within such timeline. Where additional time is required due to incomplete documentation, verification requirements, or other exceptional circumstances, the Company shall promptly inform the borrower of the revised timeline and the reasons for the delay.

3.2 Loan Appraisal and Terms and Conditions

a) The Company shall communicate its decision on the loan application by issuing a sanction letter or through any other appropriate physical or electronic mode, in the vernacular language or a language understood by the borrower. The communication shall clearly specify the amount of the loan sanctioned and the material terms and conditions governing the loan, including the annualised rate of interest, method of application of interest, repayment schedule, tenor, fees and charges, penal charges (where applicable), prepayment or foreclosure options and related charges, security or collateral requirements (where applicable), and any other material terms. The Company shall obtain and retain the borrower's acceptance of the said terms and conditions.

b) Any penal charges applicable in the event of default or delay in repayment shall be clearly disclosed in the sanction letter, loan agreement, Key Fact Statement (where applicable), and other relevant loan documents. Such charges shall be disclosed prominently and separately from the applicable rate of interest, in accordance with the applicable RBI directions.

c) The Company shall provide the borrower with a copy of the executed loan agreement, together with copies of all documents and enclosures referred to therein, including the repayment schedule and the Key Fact Statement, where applicable, in the vernacular language or a language understood by the borrower, at the time of execution of the loan agreement or loan disbursement through physical or electronic means.

3.3 Key Facts Statement (KFS) for Loans and Advances

The following provisions shall apply to all retail and MSME term loan products extended by the Company, to the extent required under the applicable RBI directions:

a) The Company shall provide a Key Facts Statement (KFS) to every prospective borrower before execution of the loan agreement, in the standardized format prescribed by the Reserve Bank of India. The KFS shall be provided in the vernacular language or a language understood by the borrower. The contents of the KFS shall be explained to the borrower, wherever necessary, and the Company shall obtain the borrower's acknowledgement confirming receipt and understanding of the same.

b) The KFS shall bear a unique proposal or application reference number and shall remain valid for at least three working days for loans having a tenor of seven days or more, and one working day for loans having a tenor of less than seven days, or such other period as may be prescribed by the Reserve Bank of India from time to time.
Explanation: The validity period refers to the period available to the borrower, after receipt of the KFS, to consider and accept the terms of the proposed loan. Where the borrower accepts the loan within the validity period, the Company shall remain bound by the terms disclosed in the KFS.

c) The Company shall provide the customer with a reasonable cooling-off/reconsideration period of [1–3 days], as applicable, from the date of acceptance of the relevant offer, product, facility or transaction, during which the customer may reconsider the decision and communicate their intention to withdraw, subject to applicable regulatory requirements and the terms and conditions of the product or facility.

d) During the cooling-off period, the Company shall ensure that no undue pressure is exerted on the customer to proceed with or retain the product, facility or transaction. Any withdrawal request received within the prescribed period shall be processed in a fair, transparent and timely manner, with applicable charges, costs and consequences clearly communicated to the customer in advance.

e) The KFS shall include the Annual Percentage Rate (APR), together with the detailed computation thereof, and the amortization or repayment schedule for the entire tenor of the loan. The APR shall include all charges levied by the Company in accordance with the applicable RBI guidelines.

f) Charges recovered by the Company on behalf of third-party service providers, including insurance premiums, legal charges, valuation charges, stamp duty, or similar charges, shall be separately disclosed in the KFS and included in the APR wherever required under the applicable RBI directions. The Company shall provide the borrower with the relevant receipts or supporting documents within a reasonable period.

g) The Company shall not levy any fee, charge, or expense that has not been disclosed in the KFS, unless expressly permitted under applicable law and accepted by the borrower in accordance with the applicable RBI directions.

h) The applicability of prepayment or foreclosure charges shall be governed by the Company's Board-approved Prepayment Charges Policy, where applicable. Any such charges shall be clearly disclosed in the sanction letter, loan agreement, and the KFS. No undisclosed prepayment or foreclosure charge shall be levied.

i) The Company shall not retrospectively recover any fee or charge at the time of prepayment that had been expressly waived earlier during the tenure of the loan.

j) The KFS shall also form an integral part of the loan documentation and shall be included as a summary box forming part of the loan agreement, wherever required under the applicable RBI directions.

3.4 Rate of Interest Charged by the Company

a) The Board of Directors shall adopt and maintain a Board-approved Interest Rate Policy. (also covering processing fees and other applicable charges), which, inter alia, sets out the methodology for determining interest rates, taking into account factors such as the cost of funds, operating expenses, credit risk, business strategy, tenor of the loan, and other relevant commercial considerations. The Policy also prescribes the risk-based pricing framework adopted by the Company.
b) The applicable rate of interest and the rationale for charging different rates of interest to different categories of borrowers, based on the Company's risk assessment, shall be disclosed to the borrower through the loan application form, Key Facts Statement (where applicable), sanction letter, and loan agreement. The Interest Rate Policy shall be made available on the Company's website and shall be updated whenever there is any material change.
c) The rate of interest shall be expressed as an annualised percentage rate, enabling the borrower to clearly understand the total cost of borrowing.
d) For floating-rate loan products, the applicable benchmark or floating reference rate, together with the methodology for determining the lending rate, shall be disclosed on the Company's website and updated whenever there is any change.
e) Interest shall accrue only from the date of actual disbursement of the loan amount to the borrower.
f) Where the loan is disbursed through cheque, demand draft, electronic transfer, or any other permitted mode, interest shall commence from the date on which the loan amount is actually made available to the borrower. The Company shall endeavour to use electronic modes of disbursement wherever feasible.
g) Where loan disbursement or repayment takes place during the course of a month, interest shall be calculated only for the period during which the loan amount remains outstanding.
h) Where advance Equated Monthly Instalments (EMIs) or instalments are recovered at the time of loan disbursement, interest shall be computed after adjusting such advance EMI(s) or instalment(s) against the amount actually disbursed to the borrower, in accordance with the applicable RBI directions.

3.5 Penal Charges in Loan Accounts

The Company shall levy penal charges, wherever applicable, for non-compliance by the borrower with the material terms and conditions of the loan agreement, in accordance with its Board-approved Penal Charges Policy and the applicable directions issued by the Reserve Bank of India from time to time.

Penal charges shall be reasonable, transparent, and commensurate with the nature and extent of the default and shall not be used as a means of enhancing the rate of interest on the loan. The quantum and applicability of penal charges shall be clearly disclosed to the borrower in the sanction letter, loan agreement, Key Facts Statement (where applicable), and on the Company's website. The Company shall not levy any penal charge that has not been disclosed to the borrower in accordance with the applicable RBI directions.

The Company may continue to recover the contracted rate of interest on the outstanding loan amount until the default is remedied, in accordance with the terms of the loan agreement. However, no penal interest shall be levied, and any penal charges shall be imposed strictly in accordance with the Company's Board-approved Penal Charges Policy and the applicable RBI directions.

The Company shall levy penal charges, wherever applicable, in accordance with its Board-approved Penal Charges Policy and the applicable directions issued by the Reserve Bank of India from time to time.
Accordingly, the Company shall adhere to the following principles:

a) Any penalty imposed for non-compliance with the material terms and conditions of the loan agreement shall be treated as penal charges and shall not be levied in the form of penal interest by increasing the applicable rate of interest on the loan.
b) Penal charges shall not be capitalised. Accordingly, no further interest shall be computed or charged on the penal

charges. However, this shall not affect the normal procedure for compounding of interest on the loan account in accordance with the loan agreement. The Company may continue to charge interest on unpaid interest (including unpaid EMIs) at the contracted rate of interest until the default is remedied, but no penal interest shall be levied.

c) The material terms and conditions of the loan agreement, non-compliance of which may attract penal charges, shall be determined in accordance with the Company's Board-approved Credit Policy and may vary across different loan products based on the Company's risk assessment and credit underwriting framework.
d) Any charge levied on account of default in repayment shall be in the nature of penal charges only and not penal interest. Such penal charges shall be reasonable, proportionate to the nature and extent of the default, levied only on the amount under default, applied in a non-discriminatory manner within the relevant loan or product category, and shall not be capitalised. No additional penal charges shall be levied on any outstanding penal charges.
e) The Company shall comply with all applicable tax laws, including the levy and collection of Goods and Services Tax (GST), on penal charges, wherever applicable.
f) The Company shall not introduce any additional component to the rate of interest in lieu of penal charges and shall ensure compliance with the applicable RBI directions in both letter and spirit.
g) The quantum of penal charges shall be reasonable and commensurate with the nature of the default and shall not be used as a means of revenue enhancement. Within a particular loan or product category, the structure of penal charges shall be applied uniformly based on objective criteria.
h) In respect of loans sanctioned to individual borrowers for purposes other than business, the penal charges shall not exceed the penal charges applicable to non-individual borrowers for similar instances of non-compliance with the material terms and conditions of the loan agreement.
i) The quantum and reason for levy of penal charges shall be clearly disclosed to the borrower in the sanction letter, loan agreement, Key Facts Statement (where applicable), and any other document prescribed by the Reserve Bank of India. The applicable schedule of penal charges shall also be displayed on the Company's website. A mere reference to the website in the sanction letter or loan agreement shall not be considered sufficient disclosure.
j) Whenever reminders relating to non-compliance with the material terms and conditions of the loan agreement are issued, the Company shall also communicate the applicable penal charges. Whenever penal charges are levied, the Company shall inform the borrower of the amount of such charges and the reasons for their levy.

3.6 Disbursement of Loans and Changes in Terms and Conditions

a) The Company shall provide prior notice to the borrower, in the vernacular language or a language understood by the borrower, of any change in the terms and conditions of the loan, including the disbursement schedule, rate of interest, service charges, penal charges, prepayment or foreclosure charges, or any other applicable fees or charges. Any change in the rate of interest or other charges shall be effected only on a prospective basis. An appropriate provision to this effect shall form part of the loan agreement.
b) Any decision of the Company to recall or accelerate repayment of the loan, enforce security, or require additional security or collateral shall be in accordance with the terms and conditions of the loan agreement and the applicable provisions of law.
c) Upon repayment of all outstanding dues or realization of the entire outstanding loan amount, the Company shall release all securities and issue the necessary discharge or no-dues documentation, subject to any lawful right of lien, set-off, or any other claim that the Company may have against the borrower. Where the Company exercises such right of lien or set-off, it shall provide the borrower with a written notice specifying the details of the outstanding claim and the circumstances under which the Company is entitled to retain the securities until the claim is fully discharged.
d) The Company shall release the original movable or immovable property documents, where applicable, and remove any registered charges within the timelines prescribed under the applicable directions issued by the Reserve Bank of India, unless the delay is attributable to reasons beyond the Company's control or is otherwise permitted under applicable law. In the event of any delay beyond the prescribed timeline, the Company shall comply with the compensation and other requirements stipulated by the Reserve Bank of India, where applicable.

3.7 Responsible Lending Conduct – Release of Movable/Immovable Property Documents on Repayment or Settlement of Secured Loans

Where the Company has obtained movable or immovable property as security for a loan, it shall comply with the following requirements upon full repayment or settlement of the loan account:

a) The Company shall release all original movable or immovable property documents and remove or cause the removal of charges registered with the relevant registry within 30 days from the date of full repayment or settlement of the loan account, in accordance with the applicable RBI directions.
b) The borrower shall have the option to collect the original property documents from the branch where the loan account was serviced or from any other office of the Company where such documents are available, as per the borrower's preference.
c) The loan sanction letter shall specify the timeline and the place for return of the original movable or immovable property documents.
d) The Company shall maintain a documented procedure for returning the original property documents to the legal heirs or authorised representatives in the event of the death of the sole borrower or all joint borrowers. Such procedure shall be displayed on the Company's website for the information of customers.
e) In the event of any delay beyond the prescribed period in releasing the original property documents or in filing the charge satisfaction form with the relevant registry, the Company shall communicate the reasons for such delay to the borrower. Where the delay is attributable to the Company, it shall compensate the borrower at the rate prescribed by the Reserve Bank of India, as amended from time to time.
f) In the event of loss or damage to the original movable or immovable property documents while in the Company's custody, the Company shall assist the borrower in obtaining duplicate or certified copies of such documents and shall bear the associated costs. The Company shall also pay compensation in accordance with the applicable RBI directions. Where permitted under the RBI directions, the Company may avail the additional time prescribed for completing this process.
g) The compensation payable under this Code shall be without prejudice to the borrower's right to seek any other remedy or compensation available under applicable law.

3.8 Guarantors

Where the Company accepts a guarantee for a loan facility, it shall ensure that the prospective guarantor is provided with adequate information to enable an informed decision before executing the guarantee.
Accordingly, the Company shall inform the guarantor, in the vernacular language or a language understood by the guarantor, of the following:

a) The nature and extent of the guarantor's obligations and liabilities under the guarantee;
b) The maximum amount of liability or the extent of the financial commitment undertaken by the guarantor;
c) The circumstances under which the Company may invoke the guarantee and call upon the guarantor to discharge the guaranteed obligations;
d) Whether the guarantor's liability is limited to a specified amount or is unlimited, as provided in the guarantee documents;
e) The circumstances in which the guarantor's liability shall stand discharged and the manner in which the Company shall notify the guarantor upon such discharge; and
f) Any material adverse change in the financial position or repayment conduct of the borrower, to the extent required under applicable law and the Company's policies.

The Company shall maintain appropriate records evidencing that the guarantor has been provided with the above information prior to execution of the guarantee.

3.9 Privacy and Confidentiality

The Company shall treat all personal information and data relating to its customers, whether current or former, as confidential and shall collect, process, store, use, and disclose such information only in accordance with applicable laws,

regulatory requirements, and the Company's internal policies.
The Company shall not disclose any personal information or customer data to any person or entity, including its group companies, except in the following circumstances:

a) where disclosure is required or permitted under any applicable law, regulation, court order, or direction issued by a competent statutory or regulatory authority;
b) where disclosure is necessary in the public interest or in discharge of a legal or regulatory obligation;
c) where disclosure is necessary for the performance of the loan agreement or other contractual obligations, or for the Company's legitimate business operations, including engagement of service providers, outsourcing partners, recovery agencies, credit information companies, information utilities, payment system participants, or other authorised third parties, subject to appropriate confidentiality and data protection safeguards;
d) where the customer has provided prior consent for such disclosure, to the extent required under applicable law; or
e) where disclosure is made to the Company's group entities or other third parties with the customer's prior consent or as otherwise permitted under applicable law.

The Company shall ensure that all employees, service providers, outsourcing partners, digital lending service providers (where applicable), and other third parties having access to customer information are bound by appropriate confidentiality, privacy, and data protection obligations.

The Company shall not use a customer's personal information for marketing, promotional, or cross-selling purposes without obtaining the customer's consent, where such consent is required under applicable law.

3.10 Collection of Dues

a) At the time of sanction and/or disbursement of the loan, the Company shall clearly communicate to the borrower the repayment obligations, including the loan amount, repayment schedule, tenor, frequency of instalments, applicable rate of interest, fees and charges, penal charges (where applicable), and other material terms and conditions through the sanction letter, loan agreement, Key Facts Statement (where applicable), welcome letter, or other appropriate communication.
b) In the event of delay or default in repayment, the Company shall initiate recovery proceedings only through a fair, transparent, lawful, and structured process in accordance with the applicable laws, the directions issued by the Reserve Bank of India, and the Company's Board-approved Collection and Recovery Policy.
c) The Company's collection and recovery process shall be based on fairness, courtesy, transparency, dignity, and persuasion. The Company shall not resort to harassment, intimidation, coercion, or any unfair or unlawful recovery practices.
d) Employees, collection officers, recovery agents, and other authorised representatives acting on behalf of the Company shall:
    i. Identify themselves and produce valid identity cards or authorisation, whenever requested;
    ii. Ordinarily contact the borrower at the place and during the time preferred by the borrower and, in the a bsence of such preference, at the borrower's residence or place of business during reasonable hours;
    iii. Respect the privacy, dignity, and confidentiality of the borrower;
    iv. Conduct all communications in a courteous, professional, and non-intimidating manner;
    v. Maintain appropriate records of communications and recovery actions in accordance with applicable laws and the Company's internal policies;
    vi. Provide reasonable assistance to resolve disputes relating to outstanding dues; and
    vii. Avoid recovery visits or communications during bereavement, medical emergencies, natural calamities, or other sensitive situations, unless otherwise required by law.
e) The Company shall ensure that all employees, collection agencies, recovery agents, and outsourced service providers engaged in recovery activities receive appropriate training on customer protection, ethical conduct, and applicable regulatory requirements.
f) Where any loan is secured by movable or immovable assets, enforcement of security, repossession, sale, or auction shall be undertaken strictly in accordance with the loan agreement, applicable law, the Company's Board-approved

policies, and the applicable directions issued by the Reserve Bank of India.

g) Before engaging any recovery agency or repossession service provider, the Company shall conduct appropriate due diligence and execute a written agreement incorporating confidentiality, customer protection, and regulatory compliance obligations.
h) The Company shall ensure that recovery proceedings are conducted in a manner that upholds the borrower's rights and complies with all applicable laws and regulatory requirements issued by the Reserve Bank of India from time to time.

3.11 Responsibilities of Direct Sales Agents (DSAs), Direct Marketing Agents (DMAs) and Recovery Agents

The Company shall ensure that all Direct Sales Agents (DSAs), Direct Marketing Agents (DMAs) and Recovery Agents engaged by it conduct their activities in a fair, transparent, professional and ethical manner and comply with the applicable directions issued by the Reserve Bank of India, the Company's Fair Practices Code and other Board-approved policies.
Accordingly:

a) The Company shall ensure that all DSAs, DMAs and Recovery Agents are adequately trained to discharge their responsibilities with due care and sensitivity, particularly in relation to customer solicitation, permitted calling hours, privacy and confidentiality of customer information, and accurate communication of the Company's products, terms and conditions.
b) The Company shall obtain a written undertaking from every DSA, DMA and Recovery Agent requiring compliance with the Company's Code of Conduct, Fair Practices Code, Collection and Recovery Policy, confidentiality obligations and all applicable laws and regulatory directions. Recovery Agents shall additionally comply with the Company's Code for Collection of Dues and Repossession of Security.
c) The Company shall ensure that neither it nor any person acting on its behalf resorts to intimidation, harassment or coercion, whether verbal or physical, while soliciting customers or recovering dues. Without limitation, the following practices are prohibited:
    i. Publicly humiliating or intimidating the borrower;
    ii. Intruding upon the privacy of the borrower or the borrower's family members, referees, guarantors or associates;
    iii. Sending threatening, abusive or inappropriate messages through telephone, SMS, e-mail, social media or any electronic communication platform;
    iv. Making anonymous, misleading or threatening calls;
    v. Repeatedly calling or contacting the borrower in a manner amounting to harassment; and
    vi. Contacting the borrower before 8:00 a.m. or after 7:00 p.m., except where otherwise permitted under applicable law or specifically requested by the borrower.
d) The Company shall ensure that Recovery Agents maintain strict confidentiality of customer information and conduct themselves in a manner that protects the integrity and reputation of the Company.
e) The Company shall periodically monitor the conduct and performance of its DSAs, DMAs and Recovery Agents and shall take appropriate corrective action, including suspension or termination of engagement, in the event of any misconduct or non-compliance with applicable laws, regulatory directions or the Company's policies.
f) Where telemarketing activities are undertaken through DSAs or DMAs, the Company shall ensure compliance with the applicable requirements prescribed by the Department of Telecommunications (DoT), the Telecom Regulatory Authority of India (TRAI), and any other competent authority, as amended from time to time.

3.12 Grievance Redressal Mechanism

a) The Board of Directors of Aeroflex Finance Private Limited ("the Company") has established a comprehensive Grievance Redressal Mechanism to ensure that customer complaints and grievances are handled promptly, fairly, transparently and in accordance with the applicable directions issued by the Reserve Bank of India ("RBI").

b) The Company shall designate a Grievance Redressal Officer (GRO) responsible for receiving, registering, monitoring and resolving customer complaints. Where required under the applicable regulatory framework, the Company shall also designate a Principal Nodal Officer (PNO) to oversee the grievance redressal mechanism.

c) The names, designations, contact details, telephone numbers and e-mail addresses of the Grievance Redressal Officer and the Principal Nodal Officer (where designated) shall be prominently displayed at the Company's registered office, branches (if any), customer service locations and on the Company's website.

Grievance Redressal – Contact Details Grievance Redressal Officer

Instamoney	
First Point of Contact	Customer Care Team – Instamoney
Email	cs@instamoney.app
Grievance Redressal Officer	Vishal Poddar
Email	grievances@instamoney.app
Link to website	https://www.instamoney.app/grievance-redressal-mechanism/
Address	Aeroflex Finance Private Limited, 53, 5th Floor, C Wing, Mittal Tower, Nariman Point, Mumbai - 400021

Grievance Redressal – Contact Details Grievance Redressal Officer

Finagg	
First Point of Contact	Finagg
Email	gro@finagg.in
Grievance Redressal Officer	Neeraj Singh Bhadauria
Email	grievance@finagg.in
Link to website	https://www.finagg.in/grievance.php
Principal Nodal Officer	Abhinav Goyal
Email	pno@finagg.in
Link to website	https://www.finagg.in/grievance.php
Address	Aeroflex Finance Private Limited, 53, 5th Floor, C Wing, Mittal Tower, Nariman Point, Mumbai - 400021

d) The Company shall acknowledge and resolve customer complaints within the timelines prescribed under the applicable RBI directions and its internal grievance redressal framework.

e) Where a complaint is not resolved within 30 days from the date of its receipt by the Company, or where the complainant is not satisfied with the resolution provided, the complainant may file a complaint under the Reserve Bank - Integrated Ombudsman Scheme, 2021, as amended from time to time, through the channels prescribed by the Reserve Bank of India.

f) The Company shall prominently display on its website and at all customer service locations:
   i. the Grievance Redressal Mechanism;
   ii. the contact details of the Grievance Redressal Officer and the Principal Nodal Officer (where applicable);
   iii. the procedure for escalation of complaints; and
   iv. the salient features of the Reserve Bank - Integrated Ombudsman Scheme, 2021, including the manner in which complaints may be lodged with the Reserve Bank of India.

g) The Company shall maintain proper records of all complaints received, actions taken, timelines for resolution, and the status of pending complaints, and shall review the effectiveness of the grievance redressal mechanism periodically.

h) Nothing contained in this Code shall prejudice the customer's right to seek any other remedy available under applicable law.

4. Other General Provisions

a) The Company may, wherever considered necessary, verify the information and documents furnished by the borrower in the loan application through its employees or authorised agencies by contacting the borrower at the residential, business or other declared address, in accordance with applicable laws and the Company's internal policies.

b) The Company shall not discriminate against any customer on the grounds of age, gender, race, caste, religion, disability, marital status or any other prohibited ground under applicable law. Nothing contained herein shall prevent the Company from formulating or participating in schemes designed for specific customer segments in accordance with applicable laws, regulatory directions and the Company's Board-approved policies.

c) The Company shall comply with all applicable laws, judicial directions and regulatory instructions relating to accessibility, non-discrimination and reasonable accommodation for persons with disabilities, including any directions issued by the Reserve Bank of India from time to time. The Company shall endeavour to ensure that its products, services, customer interfaces and digital platforms are accessible to persons with disabilities, wherever applicable.

d) The Company shall endeavour to provide equal and non-discriminatory access to its products and services to persons with disabilities, provide reasonable assistance through its customer service channels, sensitise its employees through appropriate training programmes and address related complaints through the Grievance Redressal Mechanism.

e) Except as provided in the loan agreement or as required under applicable law, the Company shall not interfere in the affairs of the borrower. However, the Company may take such action as may be necessary where any material information, previously undisclosed by the borrower, comes to the notice of the Company.

f) Where the borrower requests transfer of the borrowal account to another lender, the Company shall communicate its consent or objection, together with the reasons where applicable, within 21 days from the date of receipt of such request or within such period as may be prescribed by the Reserve Bank of India from time to time. Any such transfer shall be governed by the terms of the loan agreement and applicable laws.

g) In the recovery of loans, the Company shall not resort to harassment, intimidation, coercion, or any unfair recovery practices, including persistent communication at unreasonable hours or use of physical force or other unlawful means. The Company shall ensure that its employees and authorised representatives are adequately trained to interact with customers in a fair, courteous and professional manner.

h) The Board of Directors shall periodically review compliance with this Fair Practices Code and the effectiveness of the Grievance Redressal Mechanism. A consolidated compliance report shall be placed before the Board at least once every financial year or at such intervals as the Board may determine.

i) The latest version of this Fair Practices Code shall be displayed on the Company's website and shall be made available to customers and other stakeholders upon request.

j) The Company shall comply with the applicable Reserve Bank of India directions relating to rounding off of transactions, interest computations and payment instruments, as amended from time to time.

5. Limitation Clause

In case of any inconsistency between this Policy and any applicable law or RBI direction, the applicable law or RBI direction shall prevail.

6. Review

This Policy shall be reviewed annually or earlier if required by RBI.